



CITY COUNCIL CLOSED & REGULAR SESSION

550 E. 6th Street, Beaumont, CA

Tuesday, August 03, 2021

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

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

AGENDA

MEETING PARTICIPATION NOTICE

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

beaumontca.gov/livestream

Public comments will be accepted using the following options.

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

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

CLOSED SESSION - 5:00 PM

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

CALL TO ORDER

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

Public Comments Regarding Closed Session

- 1. Conference with Real property Negotiator Pursuant to Government Code Section 54956.8 for Property Known as Portions of APNs 418-190-004, 418-190-005, and 418-190-006. Agency Negotiator: City Manager Todd Parton or his Designee. Negotiating Parties: City of Beaumont and Orum Capital. Under Negotiation: Price and Terms**
- 2. Conference with Labor Negotiators - Pursuant to Government Code Section 54957.6 City Designated Representatives City Manager Todd Parton and Administrative Services Director Kari Mendoza. Employee Organizations: Beaumont Police Officers Association and SEIU**

Adjourn to Regular Session

REGULAR SESSION - 6:00 PM

CALL TO ORDER

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

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

ANNOUNCEMENTS/ RECOGNITION / PROCLAMATIONS / CORRESPONDENCE

- 1. Purple Heart Day Recognition**

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.

2. Approval of Minutes

Recommended Action:

Approve Minutes dated July 20, 2021.

3. Ratification of Warrants

Recommended Action:

Ratify warrants dated:
July 8, 2021, and
July 15, 2021.

4. Acceptance of Irrevocable Offer of Dedication of Easement for Streetlight Maintenance and Acceptance of Streetlight Maintenance in the Solera Community and Adopt a Resolution Authorizing the Mayor to Accept the Offer of Dedication for Street Light Maintenance in the Solera Community

Recommended Action:

Approve the Irrevocable Offer of Dedication of Easement for streetlight maintenance,
Approve the Certificate of Acceptance of streetlight maintenance, and
Adopt by title only, "A Resolution of the City of Beaumont Authorizing the Mayor to Accept the Offers of Dedication for Streetlight Maintenance in Solera."

5. Approve the Encroachment Agreement for the Installation of Monuments Within the Public Right-Of-Way, Located in the Oak Valley and SCPGA Golf Course Specific Plan

Recommended Action:

Approve the encroachment agreement for the installation of monuments within the public right-of-way, located in the Oak Valley and SCPGA Golf Course Specific Plan.

6. Second Reading of an Ordinance for a Proposed Amendment to Table 17.03-3 "Permitted Uses in Base Zone Districts" of the Beaumont Municipal Code Adding Additional Permitted Uses and Addition of Definitions to Chapter 17.14.030

Recommended Action:

Waive the second reading and adopt by title only, "An Ordinance of the City Council of the City Of Beaumont, California Amending Table 17.03-3 'Permitted Uses for Base Zone Districts' and Amending Chapter 17.14.030 'Definitions' of The Beaumont Municipal Code."

PUBLIC HEARINGS

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

7. Continuation of Appeal Hearing from the Final Order of Hearing Panel and Order to Abate Nuisance: Code Case 001038-2020 1421 Faircliff Street (APN 428-100-028)

Recommended Action:

Close the Appeal Hearing, and
Waive the full reading and adopt by title only, "A Resolution of the City Council of the City of Beaumont, California, Upholding the Decisions of the Haring Panel and Order to Abate Public Nuisance at 1421 Faircliff Street, Beaumont, California."

8. Public Hearing to Consider the Placement of Delinquent Solid Waste Handling Service Charges on The Property Tax Roll

Recommended Action:

Conduct a public hearing, and
Waive the full reading and adopt by title only, "A Resolution of the City Council of the City of Beaumont, California, Authorizing the Collection of Delinquent Solid Waste Handling Service Charges on the Property Tax Roll."

9. Public Hearing to Consider the Placement of Delinquent Sewer Service Charges on The Property Tax Roll

Recommended Action:

Conduct a public hearing, and
Waive the full reading and adopt by title only, "A Resolution of the City Council of the City of Beaumont, California, Authorizing the Collection of Delinquent Sewage Service Fees and Charges on the Property Tax Roll."

ACTION ITEMS

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

10. Cooperative Agreement between the Beaumont Unified School District and the City of Beaumont Regarding Delayed Offside Improvements Associated with the Beaumont High School Expansion Project

Recommended Action:

Authorize the Mayor to execute a Cooperative Agreement between the Beaumont Unified School District and the City of Beaumont regarding delayed offsite improvements associated with the Beaumont High School Expansion Project.

11. Approval of Purchase and Sale Agreement by and between the City of Beaumont and Orum Capital for Certain Real Property Located on East Fourth Street, East of Beaumont Avenue

Recommended Action:

Approve the purchase and sale agreement as presented.

12. Award a Professional Services Agreement to SGH Architects for the Architectural Design for City Hall Renovations in an Amount Not to Exceed \$191,000 and Authorize the City Manager to Sign Change Orders up to \$20,000

Recommended Action:

Award a Professional Services Agreement to SGH Architects, for the architectural design for the City Hall renovations in an amount not to exceed \$191,000 and authorize the City Manager to sign change orders up to \$20,000 for total contract amount not to exceed \$211,000.

13. Award a Public Works Agreement to Zoran Construction Group, Inc., for the Demolition and Reinstallation of Bus Shelters and Concrete at the Beaumont Walmart Transit Center (CIP Project T-03) in an Amount Not to Exceed \$72,500 and Authorize the City Manager to Sign Change Orders Up to \$7,250

Recommended Action:

Approve a Public Works Agreement with Zoran Construction Group, Inc., in the amount of \$72,500;
Authorize a 10% contingency in the amount of \$7,250; and
Authorize the City Manager to execute the agreement on behalf of the City.

14. Multi-Jurisdictional Agreement between the City of Beaumont and the City of Calimesa Relating to the Provision of Sewer Services by the City of Beaumont to Certain Property Within the City of Calimesa (Country Club Village Project)

Recommended Action:

City staff recommends approval of the Multi-Jurisdictional Agreement between the City of Beaumont and the City of Calimesa relating to the provision of Sewer Services by the City of Beaumont to certain property within the City of Calimesa (Country Club Village Project).

15. Authorize Employment Contract with Finance Director

Recommended Action:

Approve the employment contract with Jennifer Ustation and authorize the City Manager to sign the agreement.

16. Adopt Resolution of the City Council Ordering the Collection of Weed Abatement Charges and Directing the County Auditor to Collect Such Fees on the Tax Rolls

Recommended Action:

Waive the full reading and adopt by title only "A Resolution of the City Council of the City of Beaumont, California, Ordering the Collection of Weed Abatement Charges and Directing the County Auditor to Collect Such Fees on the Tax Rolls."

17. Re-Appropriation of FY21 Unexpended Expenditures and Pre-Approval of Vehicles and Equipment Purchases

Recommended Action:

Approve the proposed re-appropriation of General Fund expenditures in the amount of \$214,799,
Approve the proposed re-appropriation for purchase of 2021 Ford Police Interceptor in the amount of \$58,400,
Approve the proposed re-appropriation of Equipment Replacement and Equipment Replacement Internal Service Fund expenditures in the amount of \$236,361, and
Provide pre-approval for the purchase of vehicles and equipment within the FY2021-22 budget authority.

18.Public Safety Enterprise Communication

Recommended Action:

Direct City staff to coordinate with the Riverside County Sheriff’s Department the migration to the PSEC Radio System and bring the proposal back to City Council at a later time to include costs and timelines.

LEGISLATIVE UPDATES AND DISCUSSION

ECONOMIC DEVELOPMENT UPDATE

Economic Development Committee Report Out and City Council Direction

CITY TREASURER REPORT

Finance and Audit Committee Report Out and City Council Direction

CITY CLERK REPORT

CITY ATTORNEY REPORT

CITY MANAGER REPORT

FUTURE AGENDA ITEMS

COUNCIL REPORTS

- Santos
- Fenn
- Martinez
- White
- Lara

ADJOURNMENT

The next regular meeting of the Beaumont City Council, Beaumont Financing Authority, the Beaumont Successor Agency (formerly RDA), the Beaumont Utility Authority, the Beaumont Parking Authority and the Beaumont Public Improvement Agency is scheduled for Tuesday, August 17 2021, at 5:00 p.m., unless otherwise posted.

Beaumont City Hall – Online www.BeaumontCa.gov

RESOLUTION NO. 2018-41

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BEAUMONT DECLARING BEAUMONT A PURPLE HEART
CITY AND DESIGNATING PURPLE HEART DAY**

WHEREAS, the people of the City of Beaumont have great admiration and the utmost gratitude for all the men and women who have selflessly served their country and this community in the Armed Forces; and

WHEREAS, veterans have paid the high price of freedom by leaving their families and communities and placing themselves in harm's way for the good of all; and

WHEREAS, the contributions and sacrifices of the men and women from the City of Beaumont who served in the Armed Forces have been vital in maintaining the freedom and way of life enjoyed by our citizens; and

WHEREAS, many men and women in uniform have given their lives while serving in the Armed Forces; and

WHEREAS, General George Washington, on August 7, 1782, established the Badge of Military Merit; an award for exemplary service in the Continental Army during the War of Independence; and

WHEREAS, the Badge of Military Merit was the first military award of the independent colonies and the first award in western civilization designated specifically for the common soldier; and

WHEREAS, in 1932, with the assistance of General Douglas MacArthur, the Badge of Military merit was revived and re-designated as the Purple Heart, a valor award for United States Army personnel; and

WHEREAS, in 1942 President Franklin D. Roosevelt, by Executive Order 9277, retroactive to December 6, 1941, expanded the awarding of the Purple Heart to members of all branches of the armed forces of the United States and established a uniform application of standards for the award in the Army and Navy; and

WHEREAS, in 1952, President Harry S. Truman, in Executive Order 10409, retroactively extended Navy, Marine Corps, and Coast Guard eligibility for the Purple Heart to April 5, 1917, to cover World War I; and

WHEREAS, in 1962, President John F. Kennedy, in Executive Order 11016, extended eligibility as well to any civilian national of the United States who, while serving under competent authority in any capacity with an armed force, has been wounded; and

WHEREAS, many citizens of our community have earned the Purple Heart Medal as a result of being wounded while engaged in combat with enemy force, construed as a singularly meritorious act essential service; and

WHEREAS, it is wholly appropriate that special recognition be provided to veterans who are recipients of the Purple Heart, those who have been wounded in combat; and

WHEREAS, one way to appropriately recognize Purple Heart Veterans is to provide an appropriately marked space for recipients of the Purple Heart and to provide for signage for the same for an exclusive parking spot in City-owned parking lots as a small gesture of recognition, appreciation and support of our Armed Forces and especially for Purple Heart Veterans; and

WHEREAS, this resolution shall designate a specific day in the City of Beaumont to remember and recognize veterans who are recipients of the Purple Heart Medal; and

WHEREAS, this action does not constitute a project under the California Environmental Quality Act.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEAUMONT THAT:

1. The foregoing Findings are adopted by the City Council as though set forth in full.
2. The City Council hereby proclaims the City of Beaumont as a Purple Heart City, honoring the service and sacrifice of our nation’s men and women wounded or killed by the enemy while serving to protect the freedom enjoyed by all Americans.
3. The City Council hereby proclaims that each August 7 shall be Beaumont Purple Heart Day to honor the service and sacrifice of our nation’s men and women wounded or killed serving to protect the freedom enjoyed by all Americans.
4. The City Council hereby proclaims a designated parking spot in each City-owned parking lot, with appropriate signage reflecting the exclusive parking space area for Purple Heart Veterans.
5. This Resolution shall take effect upon its adoption.


PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF BEAUMONT this 7th day of August, 2018, by the follow vote:

AYES: Santos, White, Lara, Martinez, Carroll

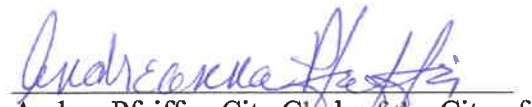
NOES:

ABSENT:

ABSTAINED:


 Nancy Carroll, Mayor of the City of
 Beaumont, California

ATTEST:


 Andrea Pfeiffer, City Clerk of the City of
 Beaumont, California



CITY COUNCIL CLOSED & REGULAR SESSION

550 E. 6th Street, Beaumont, CA

Tuesday, July 20, 2021

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

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MINUTES

CLOSED SESSION - 5:00 PM

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CALL TO ORDER at 5:03 p.m.

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

Public Comments Regarding Closed Session

No comments.

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

No reportable action.

2. Conference with Legal Counsel Regarding Existing Litigation-Pursuant to Government Code Section 54956.9(d)(1) City of Beaumont v. Urban Logic Consultants, Inc. et. al RIC 1707201 C/W RIC1712042

No reportable action.

3. Conference with Legal Counsel Regarding Pending Litigation Pursuant to Government Code Section 54956.9(d)(1) - One Case: United States Bankruptcy Court, Central District of California Re: The Preserve, LLC as Debtor (Case No. 2:10-bk-18429-BB)

No reportable action.

4. Conference with Legal Counsel Regarding Pending Litigation Pursuant to Government Code Section 54956.9(d)(1) - One Case: San Timoteo Watershed Authority v. City of Banning et.al. (Case No. RIC389197)

No reportable action.

Adjourn to Regular Session

REGULAR SESSION - 6:00 PM

CALL TO ORDER at 6:06 p.m.

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

Report out from Closed Session: **See above**

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

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

Pledge of Allegiance

Invocation

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

Conflict of Interest Disclosure: **None**

ANNOUNCEMENTS/ RECOGNITION / PROCLAMATIONS / CORRESPONDENCE

PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)

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

R. Berg - Expressed concerns regarding the renovations at Stewart Park and concerns of illegal fireworks.

CONSENT CALENDAR

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

1. Ratification of Warrants

Recommended Action:

Ratify warrants dated:

**June 3, 2021
June 17, 2021
July 1, 2021**

2. Approval of Minutes

Recommended Action:

Approve minutes dated:

**June 15, 2021
June 29, 2021**

3. FY2021 General Fund and Wastewater Fund Budget to Actual through June 2021

Recommended Action:

Receive and file the attached report.

5. A Resolution of the City Council of the City of Beaumont Designating the Entire Month of July as Parks and Recreation Month

Recommended Action:

Waive the full reading and adopt by title only “A Resolution of the City Council of the City of Beaumont designating the entire month of July as Parks and Recreation Month.”

6. Approve Amendments to the ERMAC Joint Powers Agreement

Recommended Action:

Approve amendments to the ERMAC Joint Powers Agreement.

7. Canine Inspection Services Agreement with Beaumont Unified School District for the 2021/22 School Year

Recommended Action:

Approve the agreement with the Beaumont Unified School District to provide Beaumont Police Department Canine Inspection Services for the 2021/22 school year.

8. Declaration of Surplus Beaumont Police Department Property

Recommended Action:

Approve the auctioning of the identified surplus property.

9. Request for Destruction of Retention Met Records

Recommended Action:

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

10. Approve the Purchase of a Replacement Grinder Cartridge for the Headworks Screenings Washer at the Wastewater Treatment Plant

Recommended Action:

Approve the purchase of a replacement grinder in the amount of \$33,961.31.

Motion by Council Member Martinez

Second by Mayor Pro Tem White

To approve items 1-3 and 5-10, excluding Item 4, for public comment.

Approved by a unanimous vote.

4. Second Reading of an Ordinance of the City Council of the City of Beaumont, California, Adding Chapter 17.11.150 “Storage Facilities” to the Beaumont Municipal Code

Public Comment opened

D. Castaldo - *Thanked Council for their collaborative effort on this ordinance.*

Motion by Mayor Pro Tem White

Second by Council Member Santos

To waive the full second reading and adopt by title only, “An Ordinance of the City Council of the City of Beaumont adding Chapter 17.11.150 ‘Storage Facilities’ to the Beaumont Municipal Code.”

Approved by a unanimous vote.

PUBLIC HEARINGS

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

11. Notice of Appeal Hearing from Final Order of Hearing Panel and Order to Abate Public Nuisance: Code Case 001038-2020
1421 Faircliff Street (APN 428-100-028)

Appeal Hearing opened at 6:15 p.m.

City Clerk gave an oath for affirmation of individuals speaking into the record to the following:

Christina Taylor

**Pedro Rico
Jack Huntsman
Mike Almandinger
Todd Parton
Ezekwesili Iloputaife
Nneka Iloputaife**

A hearing was conducted giving staff and the appellants opportunity to present information to City Council.

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

To affirm the order of the Appeal Board and give direction to staff to prepare a resolution allowing time to correct and to continue the hearing to August 3, 2021.

Approved by a unanimous vote.

Public Comment Period for items not on the agenda re-opened.

R. Cabrera - Expressed concerns regarding sidewalk improvements needed on Eighth Street between Xenia and Highland Springs.

12. Public Hearing and First Reading of an Ordinance for a Proposed Amendment to Table 17.03-3 "Permitted Uses in Base Zone Districts" of the Beaumont Municipal Code Adding Additional Permitted Uses and Addition of Definitions to Chapter 17.14.030

Public Hearing opened at 8:43 p.m.

No comments

Public Hearing closed at 8:44 p.m.

**Motion by Council Member Martinez
Second by Council Member Santos**

To waive the first full reading and approve by title only, "An Ordinance of the City Council of the City of Beaumont, California Amending Table 17.03-3 'Permitted Uses for Base Zone Districts' and Amending Chapter 17.14.030 'Definitions' of The Beaumont Municipal Code."

Approved by a unanimous vote.

13. California Environmental Quality Act (CEQA) Initial Study/Mitigated Negative Declaration Review for the Pennsylvania Avenue Widening Project between First Street and Sixth Street

Public Hearing opened at 8:47 p.m.

R. Roy - Questions and concerns of bike lanes needing to be included.

**Motion by Mayor Lara
Second by Council Member Fenn**

To continue the item to the August 17, 2021, City Council Meeting.

Approved by a unanimous vote.

ACTION ITEMS

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

14. Annual Resolution Directing the Riverside County Auditor-Controller to Place the Levy of Special Taxes for the City's Community Facilities Districts on the Fiscal Year 2021-2022 County Tax Roll

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

To waive the full reading and adopt by title only “A Resolution of the City Council of the City of Beaumont, California, Levying the Special Tax in Community Facilities Districts No. 93-1, 2016-1, 2016-2, 2016-3, 2016-4, 2018-1 and 2019-1 and Directing the County Auditor to Collect the Same on the Tax Rolls (93-1, 2016-1, 2016-2, 2016-3, 2016-4, 2018-1 and 2019-1), excluding improvement areas 18, 14, 14B, 9 and 17A.

Approved by a unanimous vote.

Mayor Pro Tem White recused due to owning property within the improvement area.

**Motion by Council Member Martinez
Second by Council Member Santos**

To waive the full reading and adopt by title only “A Resolution of the City Council of the City of Beaumont, California, Levying the Special Tax in Community Facilities Districts No. 93-1 (IA 18) and Directing the County Auditor to Collect the Same on the Tax Rolls (IA 18).”

Approved by a 4-0 vote.

Ayes: Santos, Fenn, Martinez, Lara

Recused: White

Council Members Fenn and Santos recused due to owning property within the improvement areas.

**Motion by Mayor Lara
Second by Council Member Martinez**

To waive the full reading and adopt by title only “A Resolution of the City Council of the City of Beaumont, California, Levying the Special Tax in Community Facilities Districts No. 93-1 (IA 14 and 14B) and Directing the County Auditor to Collect the Same on the Tax Rolls (IA 14 and 14B).”

**Approved by a 3-0 vote.
Ayes: Martinez, White, Lara
Recused: Santos, Fenn**

Council Member Martinez recused due to owning property within the improvement area.

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

To waive the full reading and adopt by title only “A Resolution of the City Council of the City of Beaumont, California, Levying the Special Tax in Community Facilities Districts No. 93-1 (IA 9) and Directing the County Auditor to Collect the Same on the Tax Rolls (IA 9).”

**Approved by a 4-0 vote.
Ayes: Santos, Fenn, White, Lara
Recused: Martinez**

Council Member Santos recused due to owning a property within the improvement area.

**Motion by Council Member Fenn
Second by Mayor Lara**

To waive the full reading and adopt by title only “A Resolution of the City Council of the City of Beaumont, California, Levying the Special Tax in Community Facilities Districts No. 93-1 (IA 17A) and Directing the County Auditor to Collect the Same on the Tax Rolls (IA 17A).”

**Approved by a 4-0 vote.
Ayes: Fenn, Martinez, White, Lara
Recused: Santos**

Agenda Adjustment to hear Item 20.

20. Award a Professional Services Agreement to LPA, Inc. for the City of Beaumont Police Station Feasibility Study (PS-01) in an Amount Not to Exceed \$157,010 and authorize the City Manager to Sign Change Orders in the Amount of \$20,000 for a Total Contract Amount Not to Exceed \$177,010

**Motion by Mayor Lara
Second by Council Member Fenn**

To award a Professional Services Agreement to LPA, Inc., for the City of Beaumont Police Station Feasibility Study (PS-01) in an amount not to exceed \$157,010 and authorize the City Manager to sign change orders in the amount of \$20,000 for a total contract amount not to exceed \$177,010.

Approved by a unanimous vote.

15. Housing Element Update Presentation

Public Comment opened

R. Roy - Expressed concerns regarding accessory dwelling unit requirements.

Motion by Mayor Pro Tem White

Second by Mayor Lara

To receive and file.

Approved by a unanimous vote.

16. City Branding/Identity Initiative Phase 2 Draft Design and Creative Briefs

Public comment period opened

R. Roy - Expressed concerns regarding the tile design presented.

City Council gave feedback and asked for edits to be brought back for Council review.

17. Authorize the Mayor to Execute the Notice of Completion Document for the 2020 Mid-Year Street Enhancement Project (CIP R-05) and Record the Notice of Completion Documents with the Riverside County Clerk Recorder's Office

Motion by Mayor Pro Tem White

Second by Council Member Santos

To authorize the Mayor to Execute the Notice of Completion Document for the 2020 Mid-Year Street Enhancement Project (CIP R-05), and record the Notice of Completion Documents with the Riverside County Clerk Recorder's Office.

Approved by a unanimous vote.

18. City Council Direction for the Installation of Protected Left Turn Signal Phasing at the Intersection of Sixth Street and Beaumont Avenue, and Authorization to Pre-Purchase Four 24-4-100(N) Signal Poles and Mast Arms for Intersection Improvements in an Amount Not to Exceed \$100,000

Motion by Mayor Pro Tem White

Second by Mayor Lara

Provide City staff direction to install protected/permissive signal improvements at the intersection of Sixth Street and Beaumont Avenue; and authorize the pre-purchase of four 24-4-100(N) signal poles and mast arms for intersection improvements at Sixth Street and Beaumont Avenue, and First Street and Beaumont Avenue in an amount not to exceed \$100,000.

Approved by a unanimous vote.

19. Approval of the First Amendment to the Professional Services Agreement with NV5 for Public Works Inspection, Plan Checking, and Surveying

Motion by Mayor Lara

Second by Mayor Pro Tem White

To approve of the first amendment to the Professional Services Agreement with NV5 for public works inspection, plan checking, and surveying, and authorize the Mayor to execute the amendment on behalf of the City.

Approved by a unanimous vote.

21. Police Department Vehicle Purchases

Motion by Council Member Martinez

Second by Mayor Lara

To authorize staff to purchase five Ford Police Interceptor Sport Utility Vehicles in the total amount of \$195,114.35 from National Auto Fleet Group; Authorize staff to purchase emergency equipment and installation for the Ford Police Interceptor Sport Utility Vehicles, in an amount not to exceed \$60,664.20 from 10-8 Retrofit; Authorize staff to purchase and install vehicle graphics in the amount of \$2,735; and approve the removal of emergency equipment and sell or auction five Ford Police Interceptor Sport Utility Vehicles at a cost not to exceed \$3,675.

Approved by a unanimous vote.

22. Police Department Purchase of Clean Air Vehicles

Motion by Mayor Pro Tem White

Second by Council Member Santos

To authorize City staff to purchase one Tesla Model Y Long Range SUV and one Tesla Model 3 Standard Range sedan for a total of \$101,018, and authorize the purchase and installation of emergency equipment for these vehicles in an amount not to exceed \$12,000 to 10-8 Retrofit, Inc.

Approved by a unanimous vote.

23. Direction to City Staff on Proposed Changes to Beaumont Municipal Code Section 17.07 - Signs

City Council gave direction to City staff to make edits on proposed changes to Municipal Code Section 17.07 – Signs and bring back for review.

24. Approval of Invoice from Riverside County Fire Department for Third Quarter Fire Services

Motion by Mayor Pro Tem White

Second by Mayor Lara

To approve payment of the FY2021 Third Quarter Fire Services invoice from Riverside County Fire Department in the amount of \$938,051.98.

Approved by a unanimous vote.

25. Approval of City Attorney Invoices for the Month of June 2021

City Attorney John Pinkney recused himself for this item.

Motion by Mayor Lara

Second by Council Member Martinez

To approve invoices in the amount of \$122,957.45.

Approved by a unanimous vote.

LEGISLATIVE UPDATES AND DISCUSSION

Discussion of legislation, including SB12.

ECONOMIC DEVELOPMENT UPDATE

No report.

CITY TREASURER REPORT

Finance and Audit Committee Report Out and City Council Direction to move forward with the tasks suggested.

CITY CLERK REPORT

Gave an update of the Public Records Requests for the month of June.

CITY ATTORNEY REPORT

26. List of Pending Litigation Against the City

CITY MANAGER REPORT

CA American Planning Association recognized the City for their General Plan Update.

27. Department Projects Schedule Updates - June 2021

FUTURE AGENDA ITEMS

- Sidewalk improvements on Eighth St. as presented by the speaker in public comments.

COUNCIL REPORTS

Santos - *No report.*

Fenn - *Gave a report out from the T-Now Meeting with Southern California Gas Co.*

Martinez - *Gave a report out from the Finance and Audit Committee, and the RCA meeting.*

White - *Attended the RCTC meeting, gave a report out from the Chamber Breakfast.*

Lara - *Attended the WRCOG email, two of the City park pop up events, and thanked staff for the Fourth of July event and the volunteers that helped with the event and road closures. Thanked the Beaumont PD for their response to calls on the Fourth.*

ADJOURNMENT at 12:30 a.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, August 3, 2021, at 5:00 p.m., unless otherwise posted.



WARRANTS TO BE RATIFIED

Thursday, July 08, 2021

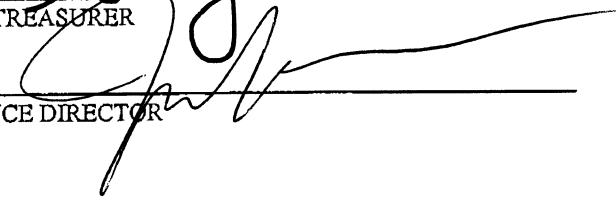
Printed Checks	109539-109576	\$	338,888.87	FY 20/21
		\$	363,325.90	FY 21/22
ACH	453	\$	18,239.41	FY 20/21
	A/P Total	\$	<u>720,454.18</u>	

Bank Drafts	Global Payments	\$	10,365.52	Credit Card Fees
	Authnet Gateway	\$	64.70	Credit Card Processing Fees
	Kaiser Foundation	\$	178.00	Paydate 07/02/21

Payroll	Paychex	\$	507,684.02	Paydate 07/02/21
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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



City of Beaumont, CA

Item 3.
Check Report

By Check Number

Date Range: 07/02/2021 - 07/08/2021

Check Report

Date Range: 07/02/20 Item 3. 021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2725	US BANK CORPORATE PAYMENT SYSTEMS	07/08/2021	EFT	0.00	18,239.41	453
Bank Code: APBNK-AP Bank						
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>24000971161841</u>	Invoice	06/30/2021	MR TACO - FINANCE WWTP TOUR LUNCH	0.00	76.65	
<u>100-1225-7035-0000</u>			LOCAL MEETINGS		76.65	
<u>24011341137000</u>	Invoice	06/30/2021	ZOOM - MONTHLY BRIDGE	0.00	140.00	
<u>100-1230-7071-0000</u>			SOFTWARE		140.00	
<u>24013391132001</u>	Invoice	06/30/2021	TOP-LINE - VEHICLE MAINTENANCE	0.00	18.12	
<u>750-7600-7037-0000</u>			VEHICLE MAINTENANCE		18.12	
<u>24013391147004</u>	Invoice	06/30/2021	TOP-LINE - DEPT SUPPLIES	0.00	146.80	
<u>700-4050-7070-0000</u>			SPECIAL DEPT SUPPLIES		146.80	
<u>24013391153000</u>	Invoice	06/30/2021	TOP-LINE - EQUIPMENT MAINTENANCE	0.00	23.86	
<u>100-6050-7090-5999</u>			EQUIP SUPPLIES/MAINT -		23.86	
<u>24013391154000</u>	Invoice	06/30/2021	TOP-LINE - DEPT SUPPLIES	0.00	27.90	
<u>700-4050-7070-0000</u>			SPECIAL DEPT SUPPLIES		27.90	
<u>24013391155000</u>	Invoice	06/30/2021	TOP-LINE - DEPT SUPPLIES	0.00	47.63	
<u>700-4050-7070-0000</u>			SPECIAL DEPT SUPPLIES		47.63	
<u>24055221138206</u>	Invoice	06/30/2021	THE HOSE-MAN COLTON - DEPT SUPPLIES	0.00	586.49	
<u>700-4050-7070-0000</u>			SPECIAL DEPT SUPPLIES		586.49	
<u>24137461131500</u>	Invoice	06/30/2021	BMT DO IT BEST - BUILDING MAINTENAN	0.00	8.93	
<u>100-6000-7085-6040</u>			BLDG MAINT - POLICE DE		8.93	
<u>24137461132500</u>	Invoice	06/30/2021	BMT DO IT BEST - BUILDING MAINTENAN	0.00	5.79	
<u>100-6000-7085-5100</u>			BLDG MAINT - FALLEN HE		5.79	
<u>24137461132500</u>	Invoice	06/30/2021	BMT DO IT BEST - BUILDING MAINTENAN	0.00	4.35	
<u>100-6000-7085-6028</u>			BLDG MAINT - CITY HALL		4.35	
<u>24137461133001</u>	Invoice	06/30/2021	USPS - SHIPPING	0.00	10.60	
<u>100-2030-7025-0000</u>			OFFICE SUPPLIES		10.60	
<u>24137461133500</u>	Invoice	06/30/2021	BMT DO IT BEST - BUILDING MAINTENAN	0.00	38.23	
<u>100-6000-7085-5250</u>			BLDG MAINT - RANGAL P		38.23	
<u>24137461133500</u>	Invoice	06/30/2021	BMT DO IT BEST - DEPT SUPPLIES	0.00	52.34	
<u>100-3250-7070-0000</u>			SPECIAL DEPT SUPPLIES		52.34	
<u>24137461134500</u>	Invoice	06/30/2021	BMT DO IT BEST - DEPT SUPPLIES	0.00	19.29	
<u>700-4050-7070-0000</u>			SPECIAL DEPT SUPPLIES		19.29	
<u>24137461135501</u>	Invoice	06/30/2021	BMT DO IT BEST - DEPT SUPPLIES	0.00	77.08	
<u>700-4050-7070-0000</u>			SPECIAL DEPT SUPPLIES		77.08	
<u>24137461135501</u>	Invoice	06/30/2021	BMT DO IT BEST - VEHICLE MAINTENANC	0.00	11.30	
<u>750-7300-7037-0000</u>			VEHICLE MAINTENANCE		11.30	
<u>24137461138500</u>	Invoice	06/30/2021	BMT DO IT BEST - EQUIPMENT MAINTEN	0.00	18.31	
<u>100-6050-7090-5250</u>			SPEC DEPT EXP - RANGAL		18.31	
<u>24137461139500</u>	Invoice	06/30/2021	BMT DO IT BEST - DEPT SUPPLIES	0.00	84.02	
<u>700-4050-7070-0000</u>			SPECIAL DEPT SUPPLIES		84.02	
<u>24137461139500</u>	Invoice	06/30/2021	BMT DO IT BEST - DEPT SUPPLIES	0.00	92.45	
<u>700-4050-7070-0000</u>			SPECIAL DEPT SUPPLIES		92.45	
<u>24137461139500</u>	Invoice	06/30/2021	BMT DO IT BEST - BUILDING MAINTENAN	0.00	17.77	
<u>100-6000-7085-6025</u>			BLDG MAINT - CITY HALL		17.77	
<u>24137461140001</u>	Invoice	06/30/2021	MARSHALL'S - COMMUNITY EVENT SUPPL	0.00	232.66	
<u>100-1550-7040-0000</u>			RECREATION PROGRAMS		232.66	
<u>24137461140500</u>	Invoice	06/30/2021	BMT DO IT BEST - BUILDING MAINTENAN	0.00	36.03	
<u>100-6000-7085-6055</u>			BLDG MAINT- FIRE STATIO		36.03	
<u>24137461141500</u>	Invoice	06/30/2021	BMT DO IT BEST - BUILDING MAINTENAN	0.00	34.42	
<u>100-6000-7085-5400</u>			BLDG MAINT - SPORTS PA		34.42	
<u>24137461142501</u>	Invoice	06/30/2021	BMT DO IT BEST - EQUIPMENT MAINTEN	0.00	32.31	

Check Report

Date Range: 07/02/20 Item 3. 021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-6050-7090-5999</u>		EQUIP SUPPLIES/MAINT - BMT DO IT BEST - EQUIPMENT		32.31	
<u>24137461142501</u>	Invoice	06/30/2021	BMT DO IT BEST - EQUIPMENT MAINTEN	0.00	147.67	
	<u>100-6050-7090-5150</u>		EQUIP SUPPLIES/MAINT - BMT DO IT BEST - EQUIPMENT		147.67	
<u>24137461145500</u>	Invoice	06/30/2021	BMT DO IT BEST - DEPT SUPPLIES	0.00	91.74	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES BMT DO IT BEST - DEPT SUPPLIE		91.74	
<u>24137461151500</u>	Invoice	06/30/2021	BMT DO IT BEST - DEPT SUPPLIES	0.00	24.29	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES BMT DO IT BEST - DEPT SUPPLIE		24.29	
<u>24137461153500</u>	Invoice	06/30/2021	BMT DO IT BEST - BUILDING MAINTENAN	0.00	7.71	
	<u>100-6000-7085-5999</u>		BLDG MAINT - ALL PARKS BMT DO IT BEST - BUILDING MA		7.71	
<u>24137461153500</u>	Invoice	06/30/2021	BMT DO IT BEST - BUILDING MAINTENAN	0.00	5.61	
	<u>100-6000-7085-6065</u>		BLDG MAINT - 550 CALIF BMT DO IT BEST - BUILDING MA		5.61	
<u>24137461155500</u>	Invoice	06/30/2021	BMT DO IT BEST - DEPT SUPPLIES	0.00	2.90	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES BMT DO IT BEST - DEPT SUPPLIE		2.90	
<u>24137461158500</u>	Invoice	06/30/2021	BMT DO IT BEST - DEPT SUPPLIES	0.00	2.54	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES BMT DO IT BEST - DEPT SUPPLIE		2.54	
<u>24137461158500</u>	Invoice	06/30/2021	BMT DO IT BEST - DEPT SUPPLIES	0.00	77.66	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES BMT DO IT BEST - DEPT SUPPLIE		77.66	
<u>24137461159500</u>	Invoice	06/30/2021	BMT DO IT BEST - DEPT SUPPLIES	0.00	31.54	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES BMT DO IT BEST - DEPT SUPPLIE		31.54	
<u>24137461161500</u>	Invoice	06/30/2021	STATER BROS - FINANCE WWTP TOUR BRE	0.00	99.25	
	<u>100-1225-7035-0000</u>		LOCAL MEETINGS STATER BROS - FINANCE WWTP		99.25	
<u>24164071131105</u>	Invoice	06/30/2021	STAPLES - OFFICE SUPPLIES	0.00	35.62	
	<u>700-4050-7025-0000</u>		OFFICE SUPPLIES STAPLES - OFFICE SUPPLIES		35.62	
<u>24164071132741</u>	Invoice	06/30/2021	FEDEX - SHIPPING	0.00	96.83	
	<u>100-1230-7025-0000</u>		OFFICE SUPPLIES FEDEX - SHIPPING		96.83	
<u>24164071160105</u>	Invoice	06/30/2021	STAPLES - OFFICE SUPPLIES	0.00	33.35	
	<u>700-4050-7025-0000</u>		OFFICE SUPPLIES STAPLES - OFFICE SUPPLIES		33.35	
<u>24207851140176</u>	Invoice	06/30/2021	CAPIO - EMPLOYEE EDUCATION	0.00	20.00	
	<u>100-1200-7066-0000</u>		TRAVEL, EDUCATION, TRA CAPIO - EMPLOYEE EDUCATION		20.00	
<u>24226381157400</u>	Invoice	06/30/2021	WALMART - OFFICE SUPPLIES	0.00	96.95	
	<u>700-4050-7025-0000</u>		OFFICE SUPPLIES WALMART - OFFICE SUPPLIES		96.95	
<u>24231681148091</u>	Invoice	06/30/2021	HARBOR FREIGHT - DEPT SUPPLIES	0.00	146.48	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES HARBOR FREIGHT - DEPT SUPPLI		146.48	
<u>24251381137030</u>	Invoice	06/30/2021	BMT SAFE & LOCK - DEPT SUPPLIES	0.00	4.85	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES BMT SAFE & LOCK - DEPT SUPPL		4.85	
<u>24251381145030</u>	Invoice	06/30/2021	BMT SAFE & LOCK - BUILDING MAINTENA	0.00	5.39	
	<u>100-6000-7085-5500</u>		BLDG MAINT - STEWART BMT SAFE & LOCK - BUILDING		5.39	
<u>24251381153030</u>	Invoice	06/30/2021	BMT SAFE & LOCK - DEPT SUPPLIES	0.00	4.85	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES BMT SAFE & LOCK - DEPT SUPPL		4.85	
<u>24251381161030</u>	Invoice	06/30/2021	BMT SAFE & LOCK - BUILDING MAINTENA	0.00	66.75	
	<u>100-6000-7085-6065</u>		BLDG MAINT - 550 CALIF BMT SAFE & LOCK - BUILDING		66.75	
<u>24251381161030</u>	Invoice	06/30/2021	BMT SAFE & LOCK - BUILDING MAINTENA	0.00	74.29	
	<u>100-6000-7085-6065</u>		BLDG MAINT - 550 CALIF BMT SAFE & LOCK - BUILDING		74.29	
<u>24323001154200</u>	Invoice	06/30/2021	REDLANDS-YUCAIPA RENTALS - EQUIPME	0.00	473.28	
	<u>100-6050-7090-5300</u>		SPEC DEPT EXP - SENECA REDLANDS-YUCAIPA RENTALS -		236.64	
	<u>100-6050-7090-5350</u>		SPEC DEPT EXP - SHADO REDLANDS-YUCAIPA RENTALS -		236.64	
<u>24323001158200</u>	Invoice	06/30/2021	REDLANDS-YUCAIPA RENTALS - EQUIPME	0.00	127.60	
	<u>100-6050-7075-6025</u>		EQUIP LEASING/RENTAL (REDLANDS-YUCAIPA RENTALS -		127.60	
<u>24377351146000</u>	Invoice	06/30/2021	SYSTEMATICS - VEHICLE MAINTENANCE	0.00	539.63	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE SYSTEMATICS - VEHICLE MAINTEN		539.63	
<u>24431061161091</u>	Invoice	06/30/2021	INDEPENDENT PUMPING - EQUIPMENT M	0.00	300.00	
	<u>100-6050-7090-5500</u>		SPEC DEPT EXP - STEWAR INDEPENDENT PUMPING - EQUI		300.00	

Check Report

Date Range: 07/02/20 Item 3. 021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>24435651134839</u>	Invoice	06/30/2021	FERGUSON - DEPT SUPPLIES	0.00	44.13	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES FERGUSON - DEPT SUPPLIES		44.13	
<u>24445001138400</u>	Invoice	06/30/2021	WALMART - OFFICE SUPPLIES	0.00	32.15	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES WALMART - OFFICE SUPPLIES		32.15	
<u>24445001140300</u>	Invoice	06/30/2021	BIG TEX TRAILERS - VEHICLE MAINTENAN	0.00	25.30	
	<u>100-3250-7037-0000</u>		VEHICLE MAINTENANCE BIG TEX TRAILERS - VEHICLE MA		25.30	
<u>24445001154300</u>	Invoice	06/30/2021	BIG TEX TRAILERS - VEHICLE MAINTENAN	0.00	9.69	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE BIG TEX TRAILERS - VEHICLE MA		9.69	
<u>24492151138852</u>	Invoice	06/30/2021	STOP SIGNS AND MORE - DEPT SUPPLIES	0.00	71.23	
	<u>750-7000-7070-0000</u>		SPECIAL DEPT SUPPLIES STOP SIGNS AND MORE - DEPT		71.23	
<u>24492151153852</u>	Invoice	06/30/2021	TRANSAIR - VEHICLE MAINTENANCE	0.00	219.04	
	<u>750-7600-7037-0000</u>		VEHICLE MAINTENANCE TRANSAIR - VEHICLE MAINTENA		219.04	
<u>24492151153854</u>	Invoice	06/30/2021	BMT CHAMBER - CHAMBER MEMBER ME	0.00	22.00	
	<u>100-1240-7035-0000</u>		LOCAL MEETINGS BMT CHAMBER - CHAMBER ME		22.00	
<u>24492151154637</u>	Invoice	06/30/2021	EMI TRAINING - EMPLOYEE TRAINING	0.00	350.00	
	<u>100-2090-7066-0000</u>		TRAVEL, EDUCATION, TRA EMI TRAINING - EMPLOYEE TRAI		350.00	
<u>24492151154852</u>	Invoice	06/30/2021	BIG BANNERS - EVENT SUPPLIES	0.00	110.55	
	<u>100-1550-7040-0000</u>		RECREATION PROGRAMS BIG BANNERS - EVENT SUPPLIES		110.55	
<u>24492151154854</u>	Invoice	06/30/2021	BMT CHAMBER - GOOD MORNING BREAK	0.00	88.00	
	<u>100-1050-7035-0000</u>		LOCAL MEETINGS BMT CHAMBER - GOOD MORNI		66.00	
	<u>100-1200-7035-0000</u>		LOCAL MEETINGS BMT CHAMBER - GOOD MORNI		22.00	
<u>24492151155852</u>	Invoice	06/30/2021	YOURMEMBER-CAREERS - HIRING COSTS	0.00	229.00	
	<u>100-1240-6050-0000</u>		RECRUITMENT AND HIRI YOURMEMBER-CAREERS - HIRIN		229.00	
<u>24492151160852</u>	Invoice	06/30/2021	CALPELRA - EMPLOYEE TRAINING	0.00	350.00	
	<u>100-1240-7066-0000</u>		TRAVEL, EDUCATION, TRA CALPELRA - EMPLOYEE TRAININ		350.00	
<u>24493981141207</u>	Invoice	06/30/2021	MILLER MANAGEMENT - EMPLOYEE TRAI	0.00	556.20	
	<u>100-1150-7066-0000</u>		TRAVEL, EDUCATION, TRA MILLER MANAGEMENT - EMPLO		556.20	
<u>24493981142400</u>	Invoice	06/30/2021	FIXOLOGY - IPAD REPAIR	0.00	311.40	
	<u>100-1200-7025-0000</u>		OFFICE SUPPLIES FIXOLOGY - IPAD REPAIR		311.40	
<u>24498041133666</u>	Invoice	06/30/2021	VERIZON - COMPUTER SUPPLIES	0.00	42.25	
	<u>100-1230-7072-0000</u>		COMPUTER SUPPLIES/MA VERIZON - COMPUTER SUPPLIES		42.25	
<u>24692161139100</u>	Invoice	06/30/2021	REN POWER SYSTEMS - DEPT SUPPLIES	0.00	4,495.30	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES REN POWER SYSTEMS - DEPT SU		4,495.30	
<u>24692161140100</u>	Invoice	06/30/2021	GLOBAL INDUSTRIAL - OFFICE SUPPLIES	0.00	108.68	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES GLOBAL INDUSTRIAL - OFFICE S		108.68	
<u>24692161141100</u>	Invoice	06/30/2021	HOME DEPOT - BUILDING MAINTENANCE	0.00	213.70	
	<u>100-6000-7085-6055</u>		BLDG MAINT- FIRE STATIO HOME DEPOT - BUILDING MAIN		213.70	
<u>24692161145100</u>	Invoice	06/30/2021	LEACH MICROBIAL - DEPT SUPPLIES	0.00	300.00	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES LEACH MICROBIAL - DEPT SUPPL		300.00	
<u>24692161146100</u>	Invoice	06/30/2021	TOLL ROADS - VEHICLE MAINTENANCE	0.00	100.00	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE TOLL ROADS - VEHICLE MAINTEN		100.00	
<u>24692161160100</u>	Invoice	06/30/2021	HOME DEPOT - DEPT SUPPLIES	0.00	92.55	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES HOME DEPOT - DEPT SUPPLIES		92.55	
<u>24692161160100</u>	Invoice	06/30/2021	HOME DEPOT - BUILDING MAINTENANCE	0.00	82.28	
	<u>500-0000-8030-0000</u>		INFRASTRUCTURE IMPRO HOME DEPOT - BUILDING MAIN		82.28	
<u>24692161161100</u>	Invoice	06/30/2021	HOME DEPOT - EQUIPMENT MAINTENAN	0.00	230.95	
	<u>100-6050-7090-5999</u>		EQUIP SUPPLIES/MAINT - HOME DEPOT - EQUIPMENT MA		230.95	
<u>24692161161100</u>	Invoice	06/30/2021	HOME DEPOT - DEPT SUPPLIES	0.00	280.76	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES HOME DEPOT - DEPT SUPPLIES		280.76	
<u>24717051132131</u>	Invoice	06/30/2021	91 EXPRESS LANES - VEHICLE MAINTENAN	0.00	7.95	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE 91 EXPRESS LANES - VEHICLE M		7.95	
<u>24733341160029</u>	Invoice	06/30/2021	7 DAYS MARKET - MEETING SUPPLIES	0.00	23.10	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-2050-7035-0000</u>		LOCAL MEETINGS		23.10	
<u>24755421132641</u>	Invoice	06/30/2021	STATE WATER BOARD - EMPLOYEE CERTIFI	0.00	110.00	
	<u>700-4050-7030-0000</u>		DUES & SUBSCRIPTIONS		110.00	
<u>24755421132641</u>	Invoice	06/30/2021	STATE WATER BOARD - EMPLOYEE CERTIFI	0.00	2.53	
	<u>700-4050-7030-0000</u>		DUES & SUBSCRIPTIONS		2.53	
<u>24755421146271</u>	Invoice	06/30/2021	CONTROLLED MOTION SOLUTIONS - VEHI	0.00	74.09	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		74.09	
<u>24755421146271</u>	Invoice	06/30/2021	PLUMBERS DEPOT -DEPT SUPPLIES	0.00	494.57	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		494.57	
<u>24755421161161</u>	Invoice	06/30/2021	RC DEPT WASTE RESOURCES - DEPT SUPP	0.00	30.96	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES		30.96	
<u>24767901159833</u>	Invoice	06/30/2021	CED - DEPT SUPPLIES	0.00	9.35	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		9.35	
<u>24786641135013</u>	Invoice	06/30/2021	INLAND WATER WORKS - DEPT SUPPLIES	0.00	238.31	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		238.31	
<u>24801971141726</u>	Invoice	06/30/2021	SPLASH CAR SPA - VEHICLE MAINTENANC	0.00	125.00	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		125.00	
<u>24801971149690</u>	Invoice	06/30/2021	CWEA - MEMBER RENEWAL	0.00	91.00	
	<u>700-4050-7030-0000</u>		DUES & SUBSCRIPTIONS		91.00	
<u>24801971149690</u>	Invoice	06/30/2021	CWEA - MEMBERSHIP RENEWAL	0.00	91.00	
	<u>700-4050-7030-0000</u>		DUES & SUBSCRIPTIONS		91.00	
<u>24801971156286</u>	Invoice	06/30/2021	CALBO POSTING - HIRING COSTS	0.00	630.00	
	<u>100-1240-6050-0000</u>		RECRUITMENT AND HIRI		630.00	
<u>24906411143121</u>	Invoice	06/30/2021	GODADDY - WEBSITE 1 MONTH RENEWAL	0.00	19.99	
	<u>100-1230-7071-6040</u>		SOFTWARE (POLICE DEPT		19.99	
<u>24943001138700</u>	Invoice	06/30/2021	CUMMINS - VEHICLE MAINTENANCE	0.00	59.48	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		59.48	
<u>24943001155207</u>	Invoice	06/30/2021	COPQUEST - MEETING SUPPLIES	0.00	35.07	
	<u>100-2050-7035-0000</u>		LOCAL MEETINGS		35.07	
<u>24943011131010</u>	Invoice	06/30/2021	HOME DEPOT - BUILDING MAINTENANCE	0.00	53.01	
	<u>100-6050-7090-6025</u>		SPEC DEPT EXP - CITY HAL		53.01	
<u>24943011131010</u>	Invoice	06/30/2021	HOME DEPOT - DEPT SUPPLIES	0.00	102.14	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		102.14	
<u>24943011132010</u>	Invoice	06/30/2021	HOME DEPOT - DEPT SUPPLIES	0.00	62.51	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		62.51	
<u>24943011133010</u>	Invoice	06/30/2021	HOME DEPOT - DEPT SUPPLIES	0.00	30.09	
	<u>100-3250-7070-0000</u>		SPECIAL DEPT SUPPLIES		30.09	
<u>24943011135010</u>	Invoice	06/30/2021	HOME DEPOT - DEPT SUPPLIES	0.00	64.63	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		64.63	
<u>24943011136010</u>	Invoice	06/30/2021	HOME DEPOT - DEPT SUPPLIES	0.00	152.02	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		152.02	
<u>24943011138010</u>	Invoice	06/30/2021	HOME DEPOT - BUILDING MAINTENANCE	0.00	105.15	
	<u>100-6000-7085-6045</u>		BLDG MAINT- COMMUNI		105.15	
<u>24943011140010</u>	Invoice	06/30/2021	HOME DEPOT - BUILDING MAINTENANCE	0.00	155.55	
	<u>100-6000-7085-6055</u>		BLDG MAINT- FIRE STATIO		155.55	
<u>24943011141010</u>	Invoice	06/30/2021	HOME DEPOT - DEPT SUPPLIES	0.00	35.87	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		35.87	
<u>24943011141010</u>	Invoice	06/30/2021	HOME DEPOT - DEPT SUPPLIES	0.00	188.50	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		188.50	
<u>24943011142010</u>	Invoice	06/30/2021	HOME DEPOT - DEPT SUPPLIES	0.00	154.47	
	<u>100-6050-7090-5999</u>		EQUIP SUPPLIES/MAINT -		154.47	
<u>24943011145010</u>	Invoice	06/30/2021	HOME DEPOT - DEPT SUPPLIES	0.00	33.55	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	500-0000-7068-0000		CONTRACTUAL SERVICE HOME DEPOT - DEPT SUPPLIES		33.55	
<u>24943011145010</u>	Invoice	06/30/2021	HOME DEPOT - COMPUTER SUPPLIES	0.00	112.42	
	<u>100-1230-7072-6040</u>		COMPUTER SUPPLIES/MA HOME DEPOT - COMPUTER SUP		112.42	
<u>24943011146010</u>	Invoice	06/30/2021	HOME DEPOT - OFFICE SUPPLIES	0.00	43.07	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES HOME DEPOT - OFFICE SUPPLIE		43.07	
<u>24943011146010</u>	Invoice	06/30/2021	HOME DEPOT - BUILDING MAINTENANCE	0.00	53.86	
	<u>100-6000-7085-6041</u>		BLDG MAINT - POLICE AN HOME DEPOT - BUILDING MAIN		53.86	
<u>24943011148010</u>	Invoice	06/30/2021	HOME DEPOT - DEPT SUPPLIES	0.00	111.11	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES HOME DEPOT - DEPT SUPPLIES		111.11	
<u>24943011148010</u>	Invoice	06/30/2021	HOME DEPOT - DEPT SUPPLIES	0.00	55.23	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES HOME DEPOT - DEPT SUPPLIES		55.23	
<u>24943011149010</u>	Invoice	06/30/2021	HOME DEPOT - EQUIPMENT MAINTENAN	0.00	42.67	
	<u>100-6050-7090-008D</u>		EQUIP SUPPLIES/MAINT - HOME DEPOT - EQUIPMENT MA		42.67	
<u>24943011149010</u>	Invoice	06/30/2021	HOME DEPOT - EQUIPMENT MAINTENAN	0.00	21.33	
	<u>100-6050-7090-008D</u>		EQUIP SUPPLIES/MAINT - HOME DEPOT - EQUIPMENT MA		21.33	
<u>24943011154010</u>	Invoice	06/30/2021	HOME DEPOT - EQUIPMENT MAINTENAN	0.00	9.09	
	<u>100-6000-7085-6025</u>		BLDG MAINT - CITY HALL HOME DEPOT - EQUIPMENT MA		9.09	
<u>24943011154010</u>	Invoice	06/30/2021	HOME DEPOT - BUILDING MAINTENANCE	0.00	38.73	
	<u>500-0000-8030-0000</u>		INFRASTRUCTURE IMPRO HOME DEPOT - BUILDING MAIN		38.73	
<u>24943011156010</u>	Invoice	06/30/2021	HOME DEPOT - EQUIPMENT MAINTENAN	0.00	321.10	
	<u>100-6050-7090-5999</u>		EQUIP SUPPLIES/MAINT - HOME DEPOT - EQUIPMENT MA		321.10	
<u>24943011158010</u>	Invoice	06/30/2021	HOME DEPOT - DEPT SUPPLIES	0.00	32.33	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES HOME DEPOT - DEPT SUPPLIES		32.33	
<u>24943011159010</u>	Invoice	06/30/2021	HOME DEPOT - EQUIPMENT MAINTENAN	0.00	47.35	
	<u>100-6050-7090-6025</u>		SPEC DEPT EXP - CITY HAL HOME DEPOT - EQUIPMENT MA		47.35	
<u>24943011160010</u>	Invoice	06/30/2021	HOME DEPOT - SOLAR LIGHT TOOLS	0.00	106.60	
	<u>100-3250-7012-0000</u>		STREET LIGHT MAINTENA HOME DEPOT - SOLAR LIGHT TO		106.60	
<u>24943011160010</u>	Invoice	06/30/2021	HOME DEPOT - SOLAR LIGHT TOOLS	0.00	245.67	
	<u>100-3250-7012-0000</u>		STREET LIGHT MAINTENA HOME DEPOT - SOLAR LIGHT TO		245.67	
<u>24943011160010</u>	Invoice	06/30/2021	HOME DEPOT - SOLAR LIGHT TOOLS	0.00	214.42	
	<u>100-3250-7012-0000</u>		STREET LIGHT MAINTENA HOME DEPOT - SOLAR LIGHT TO		214.42	
<u>24943011160010</u>	Invoice	06/30/2021	HOME DEPOT - SOLAR LIGHT TOOLS	0.00	125.81	
	<u>100-3250-7012-0000</u>		STREET LIGHT MAINTENA HOME DEPOT - SOLAR LIGHT TO		125.81	
<u>24943011160010</u>	Invoice	06/30/2021	HOME DEPOT - BUILDING MAINTENANCE	0.00	22.86	
	<u>100-6000-7085-6065</u>		BLDG MAINT - 550 CALIF HOME DEPOT - BUILDING MAIN		22.86	
<u>24943011161010</u>	Invoice	06/30/2021	HOME DEPOT - SOLAR LIGHT TOOLS	0.00	118.51	
	<u>100-3250-7012-0000</u>		STREET LIGHT MAINTENA HOME DEPOT - SOLAR LIGHT TO		118.51	
<u>24943011161010</u>	Invoice	06/30/2021	HOME DEPOT - BUILDING MAINTENANCE	0.00	267.22	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES HOME DEPOT - BUILDING MAIN		267.22	
<u>24943011161010</u>	Invoice	06/30/2021	HOME DEPOT - DEPT SUPPLIES	0.00	267.22	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES HOME DEPOT - DEPT SUPPLIES		267.22	
<u>74083421154000</u>	Invoice	06/30/2021	1PASSWORD - SOFTWARE	0.00	383.52	
	<u>100-1230-7071-0000</u>		SOFTWARE 1PASSWORD - SOFTWARE		383.52	
<u>74692161161100</u>	Credit Memo	06/11/2021	HOME DEPOT - BUILDING MAINTENANCE	0.00	-267.22	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES HOME DEPOT - BUILDING MAIN		-267.22	
<u>74943011141010</u>	Credit Memo	05/24/2021	HOME DEPOT - BUILDING MAINTENANCE	0.00	-38.65	
	<u>100-6000-7085-6055</u>		BLDG MAINT- FIRE STATIO HOME DEPOT - BUILDING MAIN		-38.65	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4260	10-8 RETROFIT INC	07/08/2021	Regular	0.00	4,541.75	109539
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>17930</u>	Invoice	06/30/2021	Outfitting of Emergency Equipment to Ch	0.00	4,541.75	
	<u>100-2050-8060-0000</u>		VEHICLES		4,541.75	
			Outfitting of Emergency Equipm			
1023	ADVANCED WORKPLACE STRATEGIES	07/08/2021	Regular	0.00	139.00	109540
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>453421</u>	Invoice	06/30/2021	EMPLOYEE MEDICAL SERVICES	0.00	139.00	
	<u>100-3250-6019-0000</u>		FIRST AID		64.50	
	<u>750-7400-6019-0000</u>		FIRST AID		74.50	
1050	AMAZON CAPITAL SERVICES	07/08/2021	Regular	0.00	194.71	109541
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>16C1-GMRW-G9R</u>	Invoice	06/30/2021	OFFICE SUPPLIES	0.00	194.71	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		194.71	
1053	AMERICAN FORENSIC NURSES	07/08/2021	Regular	0.00	151.42	109542
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>74565</u>	Invoice	06/30/2021	American Forensic Nurses BloodDraw Ser	0.00	90.85	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES		90.85	
			AMERICAN FORENSIC NURSES			
<u>74613</u>	Invoice	06/30/2021	American Forensic Nurses BloodDraw Ser	0.00	60.57	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES		60.57	
			AMERICAN FORENSIC NURSES			
4408	AYISHA BURKS	07/08/2021	Regular	0.00	1,296.04	109543
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>FINAL CHECK</u>	Invoice	07/08/2021	FINAL WORKED HOURS	0.00	1,296.04	
	<u>100-0000-2105-0000</u>		PAYROLL SUSPENSE		1,296.04	
			FINAL WORKED HOURS			
4408	AYISHA BURKS	07/08/2021	Regular	0.00	846.11	109544
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>FINAL CHECK 2</u>	Invoice	07/08/2021	COMPENSATION TO EMPLOYEE	0.00	846.11	
	<u>100-0000-2105-0000</u>		PAYROLL SUSPENSE		846.11	
			COMPENSATION TO EMPLOYEE			
4366	BOYDD PRODUCTS, INC	07/08/2021	Regular	0.00	24,999.54	109545
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>1873</u>	Invoice	06/30/2021	45 LEVEL III Active Shooter Vests	0.00	24,999.54	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES		24,999.54	
			45 LEVEL III Active Shooter Vests			
4382	CLEARGOV INC	07/08/2021	Regular	0.00	12,400.00	109546
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>2020-10956</u>	Invoice	07/08/2021	BUDGET BOOK SOFTWARE	0.00	12,400.00	
	<u>100-1225-7071-0000</u>		SOFTWARE		12,400.00	
			BUDGET BOOK SOFTWARE			
1398	DEPARTMENT OF ENVIORNMENTAL HEALTH	07/08/2021	Regular	0.00	150.00	109547
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>IN0416074</u>	Invoice	06/30/2021	HEALTH PERMIT - SPORTS PARK	0.00	150.00	
	<u>100-6050-7022-5400</u>		LICENSE, PERMITS, FEES -		150.00	
			HEALTH PERMIT - SPORTS PARK			
1401	DEPARTMENT OF INDUSTRIAL RELATIONS	07/08/2021	Regular	0.00	1,350.00	109548

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
S 1792570 SB	Invoice	06/30/2021	ELEVATOR PERMIT	0.00	1,350.00	
	<u>100-6000-7022-6045</u>		LICENSE, PERMITS, FEES -		1,350.00	
3935	DIAMOND VALLEY AUTOMOTIVE	07/08/2021	Regular	0.00	3,206.49	109549
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>21621</u>	Invoice	06/30/2021	Vehicle maintenance on Squad 66	0.00	3,206.49	
	<u>100-2100-7037-0000</u>		VEHICLE MAINTENANCE		3,206.49	
1428	DIVISION OF STATE ARCHITECT	07/08/2021	Regular	0.00	434.40	109550
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>Q2 2021</u>	Invoice	06/30/2021	SB1186 2021 Q2 FEES	0.00	434.40	
	<u>100-0000-2235-0000</u>		BUSINESS LICENSE-SB118		434.40	
1501	FAIRVIEW FORD	07/08/2021	Regular	0.00	679.81	109551
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>804742</u>	Invoice	06/30/2021	VEHICLE MAINTENANCE	0.00	59.42	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		59.42	
<u>806884</u>	Invoice	06/30/2021	VEHICLE MAINTENANCE	0.00	171.36	
	<u>750-8300-7037-0000</u>		VEHICLE MAINTENANCE		171.36	
<u>C82299</u>	Invoice	06/30/2021	VEHICLE MAINTENANCE	0.00	449.03	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		449.03	
1518	FLYERS ENERGY	07/08/2021	Regular	0.00	1,328.27	109552
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>CFS-2662093</u>	Invoice	06/30/2021	FUEL EXPENSE	0.00	1,328.27	
	<u>750-7600-7050-0000</u>		FUEL		121.86	
	<u>750-7900-7050-0000</u>		FUEL		173.20	
	<u>750-8000-7050-0000</u>		FUEL		445.79	
	<u>750-8300-7050-0000</u>		FUEL		587.42	
1612	HEARD'S INVESTIGATIONS AND POLYGRAPH LL	07/08/2021	Regular	0.00	525.00	109553
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>7070</u>	Invoice	06/30/2021	HIRING COSTS	0.00	525.00	
	<u>100-1240-6050-0000</u>		RECRUITMENT AND HIRI		525.00	
1638	HOWARD'S	07/08/2021	Regular	0.00	569.00	109554
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2257</u>	Invoice	06/30/2021	WEED ABATEMENT	0.00	143.00	
	<u>100-2030-7155-0000</u>		VECTOR CONTROL		143.00	
<u>2261</u>	Invoice	06/30/2021	WEED ABATEMENT	0.00	213.00	
	<u>100-2030-7155-0000</u>		VECTOR CONTROL		213.00	
<u>2262</u>	Invoice	06/30/2021	WEED ABATEMENT	0.00	213.00	
	<u>100-2030-7155-0000</u>		VECTOR CONTROL		213.00	
1643	HUNTINGTON COURT REPORTERS & TRANSCRI	07/08/2021	Regular	0.00	886.08	109555
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>33811</u>	Invoice	06/30/2021	Huntington Transcription Servcies for FY 2	0.00	464.66	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES		464.66	
<u>33841</u>	Invoice	06/30/2021	Huntington Transcription Servcies for FY 2	0.00	421.42	

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	100-2050-7068-0000		CONTRACTUAL SERVICES		Huntington Transcription Servi	421.42
1679	INTERWEST CONSULTING GRP, INC.	07/08/2021	Regular	0.00	2,923.33	109556
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
66090	Invoice	06/30/2021	GIS SERVICES	0.00	2,923.33	
	100-1230-7071-0000		SOFTWARE		GIS SERVICES	2,923.33
4399	KRISTEN R VANDERPOOL	07/08/2021	Regular	0.00	157.50	109557
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
001	Invoice	06/30/2021	COMMUNITY EVENT	0.00	157.50	
	100-1550-7040-0000		RECREATION PROGRAMS		COMMUNITY EVENT	157.50
1901	MANNING & KASS, ELLROD, RAMIREZ	07/08/2021	Regular	0.00	2,355.00	109558
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
709156	Invoice	06/30/2021	LEGAL SERVICES	0.00	2,355.00	
	100-1300-7068-000B		CONTRACTUAL SERVICES		LEGAL SERVICES	2,355.00
3373	MIRIAM AVALOS	07/08/2021	Regular	0.00	225.00	109559
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
24	Invoice	06/30/2021	VEHICLE MAINTENANCE	0.00	225.00	
	750-8300-7037-0000		VEHICLE MAINTENANCE		VEHICLE MAINTENANCE	225.00
1984	NAPA AUTO PARTS	07/08/2021	Regular	0.00	298.41	109560
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
149442	Invoice	06/30/2021	VEHICLE MAINTENANCE	0.00	177.78	
	100-2050-7037-0000		VEHICLE MAINTENANCE		VEHICLE MAINTENANCE	177.78
150951	Invoice	06/30/2021	VEHICLE MAINTENANCE	0.00	73.23	
	100-2050-7037-0000		VEHICLE MAINTENANCE		VEHICLE MAINTENANCE	73.23
152732	Invoice	06/30/2021	VEHICLE MAINTENANCE	0.00	47.40	
	100-2050-7037-0000		VEHICLE MAINTENANCE		VEHICLE MAINTENANCE	47.40
2009	O'REILLY AUTO PARTS	07/08/2021	Regular	0.00	703.69	109561
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
2678-356267	Invoice	06/30/2021	VEHICLE MAINTENANCE	0.00	73.35	
	750-7800-7037-0000		VEHICLE MAINTENANCE		VEHICLE MAINTENANCE	73.35
2678-356830	Invoice	06/30/2021	EQUIPMENT MAINTENANCE	0.00	286.62	
	750-7300-7090-0000		EQUIPMENT SUPPLIES/M		EQUIPMENT MAINTENANCE	286.62
2678-358079	Invoice	06/30/2021	VEHICLE MAINTENANCE	0.00	343.72	
	750-7300-7037-0000		VEHICLE MAINTENANCE		VEHICLE MAINTENANCE	343.72
2039	PARKHOUSE TIRE, INC.	07/08/2021	Regular	0.00	1,874.73	109562
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
2030198548	Invoice	06/30/2021	VEHICLE MAINTENANCE	0.00	148.00	
	750-7300-7037-0000		VEHICLE MAINTENANCE		VEHICLE MAINTENANCE	148.00
2030200077	Invoice	06/30/2021	VEHICLE MAINTENANCE	0.00	150.00	
	750-7300-7037-0000		VEHICLE MAINTENANCE		VEHICLE MAINTENANCE	150.00
2030200086	Invoice	06/30/2021	VEHICLE MAINTENANCE	0.00	106.25	
	750-7300-7037-0000		VEHICLE MAINTENANCE		VEHICLE MAINTENANCE	106.25
2030201798	Invoice	06/30/2021	VEHICLE MAINTENANCE	0.00	1,085.47	
	100-2050-7037-0000		VEHICLE MAINTENANCE		VEHICLE MAINTENANCE	1,085.47
2030201888	Invoice	06/30/2021	VEHICLE MAINTENANCE	0.00	271.37	

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Date Range: 07/02/20 Item 3. 021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-2050-7037-0000		VEHICLE MAINTENANCE		271.37	
<u>2030202007</u>	Invoice	06/30/2021	EQUIPMENT MAINTENANCE	0.00	113.64	
	100-6050-7090-0000		EQUIPMENT SUPPLIES/M		113.64	
2082	PROFORCE LAW ENFORCEMENT	07/08/2021	Regular	0.00	5,944.41	109563
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>447270</u>	Invoice	06/30/2021	DEPT SUPPLIES	0.00	1,969.18	
	100-2050-7070-0000		SPECIAL DEPT SUPPLIES		1,969.18	
<u>447506</u>	Invoice	06/30/2021	5 Colt LE M4A3 556 16.1"	0.00	3,975.23	
	100-2050-7070-0000		SPECIAL DEPT SUPPLIES		3,975.23	
2094	PYRO SPECTACULARS	07/08/2021	Regular	0.00	11,500.00	109564
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>57446</u>	Invoice	06/30/2021	Pyro Spectacular - July 4th Fire Works	0.00	11,500.00	
	100-1550-7040-0000		RECREATION PROGRAMS		11,500.00	
			Pyro Spectacular - July 4th Fire			
2178	RIVERSIDE COUNTY TREASURER	07/08/2021	Regular	0.00	300,000.00	109565
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>07/15/21</u>	Invoice	07/08/2021	INSTALLMENT AGREEMENT	0.00	300,000.00	
	100-1200-7068-0000		CONTRACTUAL SERVICES		300,000.00	
			INSTALLMENT AGREEMENT			
2218	RYAN BRIEDA	07/08/2021	Regular	0.00	220.00	109566
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>06/17/21-06/21/</u>	Invoice	06/30/2021	K9 KENNELS	0.00	220.00	
	100-2080-7070-0000		SPECIAL DEPT SUPPLIES		220.00	
			K9 KENNELS			
4406	SHEILA GONZALEZ	07/08/2021	Regular	0.00	40.00	109567
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>RCT R01167532</u>	Invoice	06/30/2021	DEPOSIT REFUND	0.00	40.00	
	100-0000-4591-0000		PARKS RENTAL		40.00	
			DEPOSIT REFUND			
2289	SIMPLIFILE	07/08/2021	Regular	0.00	906.00	109568
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>15003294275</u>	Invoice	06/30/2021	PROFESSIONAL SERVICES	0.00	906.00	
	100-1200-7068-0000		CONTRACTUAL SERVICES		851.00	
	100-2000-7068-0000		CONTRACTUAL SERVICES		49.00	
	100-6050-7068-5700		CONTRACTUAL SVC, PARK		6.00	
4267	THERESA MICHEL INVESTIGATIONS	07/08/2021	Regular	0.00	2,025.00	109569
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>20</u>	Invoice	06/30/2021	HIRING COSTS	0.00	1,500.00	
	100-1240-6050-0000		RECRUITMENT AND HIRI		1,500.00	
			HIRING COSTS			
<u>21</u>	Invoice	06/30/2021	HIRING COSTS	0.00	525.00	
	100-1240-6050-0000		RECRUITMENT AND HIRI		525.00	
			HIRING COSTS			
2455	TURBOSCAPE, INC.	07/08/2021	Regular	0.00	42,920.00	109570
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>11399</u>	Invoice	06/30/2021	Mulch in 3 Parks	0.00	42,920.00	
	100-6050-7070-003X		SPEC DEPT EXP - IA 3		5,945.00	
	100-6050-7070-018X		SPEC DEPT EXP - IA 18		7,975.00	
	100-6050-7070-06A1		SPEC DEPT EXP - IA 6A1		29,000.00	

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Date Range: 07/02/20 Item 3. 021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3209	VPLS SOLUTIONS LLC	07/08/2021	Regular	0.00	834.88	109571
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>15346</u>	Invoice	06/30/2021	Virtual Cluster Switch Upgrade (PD- CH)	0.00	834.88	
	<u>100-1230-7090-6025</u>		EQUIP SUPPLIES/MAINT (Virtual Cluster Swich Upgrade (P		834.88	
2530	WASTE MANAGEMENT, INC.	07/08/2021	Regular	0.00	206,572.23	109572
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>FY20/21 SS1 & SS</u>	Invoice	06/30/2021	DELINQUENT ACCOUNTS COLLECTED VIA	0.00	206,572.23	
	<u>100-0000-4500-0000</u>		REFUSE COLLECTION - RE DELINQUENT ACCOUNTS COLLE		206,572.23	
3248	WEBB MUNICIPAL FINANCE, LLC	07/08/2021	Regular	0.00	48,783.75	109573
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>20210314</u>	Invoice	07/01/2021	CFD Administration	0.00	48,783.75	
	<u>250-0000-7068-0000</u>		CONTRACTUAL SERVICES CFD Administration		48,783.75	
3908	WEST COAST ARBORISTS, INC	07/08/2021	Regular	0.00	13,120.00	109574
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>1-6733</u>	Invoice	06/30/2021	Tree Maintenance Fallen Hero's Park	0.00	10,875.00	
	<u>100-6050-7157-0000</u>		TREE TRIMMING Tree Maintenance Fallen Hero's		10,875.00	
<u>1-6733 2</u>	Invoice	06/30/2021	tree pruning at various locations.	0.00	2,245.00	
	<u>100-6050-7157-0000</u>		TREE TRIMMING tree pruning at various locations		2,245.00	
2538	WEST COAST LIGHTS & SIRENS	07/08/2021	Regular	0.00	6,101.02	109575
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>21426</u>	Invoice	06/30/2021	K9 Vehicle Outfitting	0.00	6,101.02	
	<u>100-2050-8060-0000</u>		VEHICLES K9 Vehicle Outfitting		6,101.02	
4389	YOGA BY CYNDY	07/08/2021	Regular	0.00	1,012.20	109576
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>002</u>	Invoice	06/30/2021	COMMUNITY EVENT	0.00	1,012.20	
	<u>100-1550-7040-0000</u>		RECREATION PROGRAMS COMMUNITY EVENT		1,012.20	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	56	38	0.00	702,214.77
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	125	1	0.00	18,239.41
	181	39	0.00	720,454.18

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	56	38	0.00	702,214.77
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	125	1	0.00	18,239.41
	181	39	0.00	720,454.18

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	7/2021	720,454.18
			720,454.18



WARRANTS TO BE RATIFIED

Thursday, July 15, 2021

Printed Checks	109577-109639	\$	310,862.83	FY 20/21
		\$	245,489.01	FY 21/22
ACH	458-459	\$	77,097.99	FY 20/21
	A/P Total	\$	<u>633,449.83</u>	
Bank Drafts	CalPERS	\$	47,349.07	742 Classic
		\$	45,452.84	743 Classic
		\$	20,254.03	27308 PEPRA
		\$	14,764.59	25763 PEPRA
		\$	165,413.35	743 Classic
		\$	86,880.47	742 Classic
		\$	20,408.41	27308 PEPRA
		\$	14,793.66	25763 PEPRA
		\$	1,731.60	1959 Survivor
		\$	821.60	1959 Survivor
		\$	232.56	742 Classic
	MG Trust	\$	26,036.32	457 Paydate 07/02/21
		\$	4,061.22	401a Paydate 07/02/21
		\$	678.86	FICA Paydate 07/02/21

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: *Barry Dunth*
 TITLE: CITY TREASURER

SIGNATURE: *[Signature]*
 TITLE: FINANCE DIRECTOR



City of Beaumont, CA

By Check Number

Date Range: 07/09/2021 - 07/15/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3229	ICMA - RC	07/15/2021	EFT	0.00	3,282.65	458
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
PD 07/02/21	Invoice	06/30/2021	EMPLOYEE CONTRIBUTIONS	0.00	3,282.65	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		2,382.65	
	<u>100-1200-6026-0000</u>		DEFERRED COMP		900.00	
2892	MOFFATT & NICHOL	07/15/2021	EFT	0.00	73,815.34	459
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
00761154	Invoice	06/30/2021	ENVIROMENTAL DOC SERVICES FOR PENN	0.00	17,169.50	
	<u>500-0000-7068-0000</u>		CONTRACTUAL SERVICE		17,169.50	
00761155	Invoice	06/30/2021	ENVIROMENTAL DOC SERVICES FOR PENN	0.00	20,610.00	
	<u>500-0000-7068-0000</u>		CONTRACTUAL SERVICE		20,610.00	
00761156	Invoice	06/30/2021	ENVIROMENTAL DOC SERVICES FOR PENN	0.00	1,219.00	
	<u>500-0000-7068-0000</u>		CONTRACTUAL SERVICE		1,219.00	
00761174	Invoice	06/30/2021	ENVIROMENTAL DOC SERVICES FOR PENN	0.00	20,351.84	
	<u>500-0000-7068-0000</u>		CONTRACTUAL SERVICE		20,351.84	
00761199	Invoice	06/30/2021	ENVIROMENTAL DOC SERVICES FOR PENN	0.00	12,871.00	
	<u>500-0000-7068-0000</u>		CONTRACTUAL SERVICE		12,871.00	
00761200	Invoice	06/30/2021	ENVIROMENTAL DOC SERVICES FOR PENN	0.00	1,594.00	
	<u>500-0000-7068-0000</u>		CONTRACTUAL SERVICE		1,594.00	
1023	ADVANCED WORKPLACE STRATEGIES	07/15/2021	Regular	0.00	763.50	109577
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
475307	Invoice	06/30/2021	HIRING COSTS	0.00	763.50	
	<u>100-1240-6050-0000</u>		RECRUITMENT AND HIRI		193.50	
	<u>100-6050-6019-0000</u>		FIRST AID		291.50	
	<u>750-7100-6019-0000</u>		FIRST AID		74.50	
	<u>750-7300-6019-0000</u>		FIRST AID		129.50	
	<u>750-8100-6019-0000</u>		FIRST AID		74.50	
1034	ALADTEC, INC	07/15/2021	Regular	0.00	155.20	109578
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
2021-1945	Invoice	06/30/2021	DEPT SUPPLIES	0.00	155.20	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES		155.20	
1042	ALL PURPOSE RENTALS	07/15/2021	Regular	0.00	415.78	109579
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
44320	Invoice	06/30/2021	EQUIPMENT RENTALS - STREETS	0.00	214.26	
	<u>100-3250-7070-0000</u>		SPECIAL DEPT SUPPLIES		214.26	
44942	Invoice	06/30/2021	EQUIPMENT RENTALS - STREETS	0.00	201.52	
	<u>100-3250-7070-0000</u>		SPECIAL DEPT SUPPLIES		201.52	
1050	AMAZON CAPITAL SERVICES	07/15/2021	Regular	0.00	1,252.09	109580

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Date Range: 07/09/20 Item 3. 021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>13WJ-GPHN-7KRJ</u>	Invoice	06/30/2021	OFFICE SUPPLIES	0.00	206.90	
	<u>100-2000-7025-0000</u>		OFFICE SUPPLIES		103.45	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		103.45	
<u>17NH-DHYD-MQ</u>	Invoice	06/30/2021	DEPT SUPPLIES	0.00	62.38	
	<u>100-1350-7070-0000</u>		SPECIAL DEPT SUPPLIES		62.38	
<u>1CFT-PFQC-J3TD</u>	Credit Memo	06/30/2021	DEPT SUPPLIES	0.00	-193.94	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES		-193.94	
<u>1JXG-TL6G-X43J</u>	Invoice	06/30/2021	EQUIPMENT MAINTENANCE	0.00	27.36	
	<u>100-1230-7090-0000</u>		EQUIPMENT SUPPLIES/M		27.36	
<u>1K71-19LM-WNJ</u>	Invoice	06/30/2021	DEPT SUPPLIES	0.00	39.74	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES		39.74	
<u>1LP4-9LHP-HN9P</u>	Invoice	06/30/2021	DEPT SUPPLIES	0.00	366.22	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES		366.22	
<u>1WHF-G4LF-WKH</u>	Invoice	06/30/2021	DEPT SUPPLIES	0.00	512.86	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES		512.86	
<u>1X6K-TYCQ-R7LQ</u>	Invoice	06/30/2021	STREETLIGHT MAINTENANCE	0.00	230.57	
	<u>100-3250-7012-0000</u>		STREET LIGHT MAINTENA		230.57	
1147	BEAUMONT CHERRY VALLEY WATER DIST.	07/15/2021	Regular	0.00	82,646.77	109581

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Date Range: 07/09/20 Item 3. 021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>08/02/21</u>	Invoice	06/30/2021	WATER UTILITY	0.00	82,646.77	
	<u>100-3250-7010-0000</u>	UTILITIES	WATER UTILITY		7,543.48	
	<u>100-3250-7010-007A</u>	UTILITIES (IA 7A)	WATER UTILITY		1,558.93	
	<u>100-3250-7010-007B</u>	UTILITIES (IA 7B)	WATER UTILITY		594.58	
	<u>100-3250-7010-008A</u>	UTILITIES (IA 8A)	WATER UTILITY		286.39	
	<u>100-3250-7010-008B</u>	UTILITIES (IA 8B)	WATER UTILITY		973.29	
	<u>100-3250-7010-010A</u>	UTILITIES (IA 10)	WATER UTILITY		945.20	
	<u>100-3250-7010-012A</u>	UTILITIES (IA 12)	WATER UTILITY		951.54	
	<u>100-3250-7010-014X</u>	UTILITIES (IA 14)	WATER UTILITY		7,189.45	
	<u>100-3250-7010-015X</u>	UTILITIES (IA 15)	WATER UTILITY		1,652.25	
	<u>100-3250-7010-016X</u>	UTILITIES (IA 16)	WATER UTILITY		167.70	
	<u>100-3250-7010-018X</u>	UTILITIES (IA 18)	WATER UTILITY		746.57	
	<u>100-3250-7010-019A</u>	UTILITIES (IA 19A)	WATER UTILITY		1,501.86	
	<u>100-3250-7010-019C</u>	UTILITIES (IA 19C)	WATER UTILITY		82.83	
	<u>100-3250-7010-06A1</u>	UTILITIES (IA 6A1)	WATER UTILITY		2,967.83	
	<u>100-6000-7010-6045</u>	UTILITIES - COMMUNITY	WATER UTILITY		824.49	
	<u>100-6050-7010-0000</u>	UTILITIES	WATER UTILITY		759.99	
	<u>100-6050-7010-003X</u>	UTILITIES IA 3	WATER UTILITY		3,958.57	
	<u>100-6050-7010-007A</u>	UTILITIES IA 7A	WATER UTILITY		710.40	
	<u>100-6050-7010-008A</u>	UTILITIES IA 8A (SUNDAN	WATER UTILITY		7,439.31	
	<u>100-6050-7010-008C</u>	UTILITIES IA 8C	WATER UTILITY		29.15	
	<u>100-6050-7010-008D</u>	UTILITIES IA 8D	WATER UTILITY		158.98	
	<u>100-6050-7010-008E</u>	UTILITIES IA 8E	WATER UTILITY		171.69	
	<u>100-6050-7010-014A</u>	UTILITIES IA 14A (OAK VA	WATER UTILITY		234.95	
	<u>100-6050-7010-014B</u>	UTILITIES IA 14B	WATER UTILITY		1,522.13	
	<u>100-6050-7010-017A</u>	UTILITIES IA 17A (TOURN	WATER UTILITY		2,346.70	
	<u>100-6050-7010-017C</u>	UTILITIES IA 17C	WATER UTILITY		200.54	
	<u>100-6050-7010-018X</u>	UTILITIES IA 18	WATER UTILITY		29.15	
	<u>100-6050-7010-019C</u>	UTILITIES IA 19C	WATER UTILITY		314.37	
	<u>100-6050-7010-020X</u>	UTILITIES IA 20	WATER UTILITY		761.27	
	<u>100-6050-7010-06A1</u>	UTILITIES IA 6A1	WATER UTILITY		381.00	
	<u>100-6050-7010-1601</u>	UTILITIES IA 1601	WATER UTILITY		3,581.26	
	<u>100-6050-7010-5050</u>	UTILITIES, PARK (DEFORG	WATER UTILITY		1,080.72	
	<u>100-6050-7010-5200</u>	UTILITIES, PARK (PALMER)	WATER UTILITY		15.43	
	<u>100-6050-7010-5350</u>	UTILITIES, PARK (SHADO	WATER UTILITY		29.15	
	<u>100-6050-7010-5400</u>	UTILITIES, PARK (SPORTS	WATER UTILITY		9,488.24	
	<u>100-6050-7010-5450</u>	UTILITIES, PARK (STETSON	WATER UTILITY		3,905.23	
	<u>100-6050-7010-5500</u>	UTILITIES, PARK (STEWAR	WATER UTILITY		5,053.93	
	<u>100-6050-7010-5600</u>	UTILITIES, PARK (TREVINO	WATER UTILITY		79.49	
	<u>100-6050-7010-5650</u>	UTILITIES, PARK (VETERA	WATER UTILITY		98.27	
	<u>100-6050-7010-5700</u>	UTILITIES, PARK (WILD FL	WATER UTILITY		2,792.42	
	<u>700-4050-7010-0000</u>	UTILITIES	WATER UTILITY		9,498.04	
	<u>700-4050-7010-019C</u>	UTILITIES (IA 19C)	WATER UTILITY		20.00	
1127	BEAUMONT DO IT BEST HOME CENTER	07/15/2021	Regular	0.00	45.06	109582
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>502101</u>	Invoice	06/30/2021	DEPT SUPPLIES	0.00	45.06	
	<u>100-2050-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		45.06	
1132	BEAUMONT INDOOR SHOOTING RANGE	07/15/2021	Regular	0.00	200.00	109583
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>06/16/2021</u>	Invoice	06/30/2021	RANGE USE FOR EXPLORERS	0.00	200.00	
	<u>240-2310-7096-0000</u>	PROGRAM COSTS - EXPLO	RANGE USE FOR EXPLORERS		200.00	
1161	BIO-TOX LABORATORIES	07/15/2021	Regular	0.00	1,255.00	109584

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>41275</u>	Invoice	06/30/2021	PROFESSIONAL SERVICES	0.00	987.00	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES		987.00	
<u>41380</u>	Invoice	06/30/2021	PROFESSIONAL SERVICES	0.00	268.00	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES		268.00	
4360	BLECKERT'S POWER SERVICES	07/15/2021	Regular	0.00	750.00	109585
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1039</u>	Invoice	06/30/2021	PROFESSIONAL SERVICES	0.00	750.00	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		750.00	
4403	CASTUS CORPORATION	07/15/2021	Regular	0.00	2,400.00	109586
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1322</u>	Invoice	07/15/2021	SOFTWARE	0.00	2,400.00	
	<u>100-1230-7071-0000</u>		SOFTWARE		2,400.00	
1242	CED	07/15/2021	Regular	0.00	43.10	109587
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>0954-1004729</u>	Invoice	06/30/2021	DEPT SUPPLIES	0.00	43.10	
	<u>100-3250-7070-0000</u>		SPECIAL DEPT SUPPLIES		43.10	
1296	CLARK'S TOWING	07/15/2021	Regular	0.00	125.00	109588
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>S4655</u>	Invoice	06/30/2021	PROFESSIONAL SERVICES	0.00	125.00	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES		125.00	
1330	COUNTY OF RIVERSIDE AUDITOR CONTROLLER	07/15/2021	Regular	0.00	6,649.97	109589
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>AC0000001820</u>	Invoice	07/15/2021	LAFCO FY22 FEES	0.00	6,649.97	
	<u>100-1200-7030-0000</u>		DUES & SUBSCRIPTIONS		6,649.97	
1340	CPS HR CONSULTING	07/15/2021	Regular	0.00	688.60	109590
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>SOP53076</u>	Invoice	06/30/2021	HIRING COSTS	0.00	354.20	
	<u>100-1240-6050-0000</u>		RECRUITMENT AND HIRI		354.20	
<u>SOP53115</u>	Invoice	06/30/2021	HIRING COSTS	0.00	334.40	
	<u>100-1240-6050-0000</u>		RECRUITMENT AND HIRI		334.40	
1392	DELL MARKETING L.P.	07/15/2021	Regular	0.00	4,202.23	109591
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>10485936517</u>	Invoice	06/30/2021	COMPUTER SUPPLIES	0.00	4,202.23	
	<u>100-1230-7072-6026</u>		COMPUTER SUPPLIES/MA		4,202.23	
1402	DEPARTMENT OF JUSTICE	07/15/2021	Regular	0.00	665.00	109592
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>518053</u>	Invoice	06/30/2021	PROFESSIONAL SERVICES	0.00	665.00	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES		665.00	
2846	DIVERSIFIED DISTRIBUTION	07/15/2021	Regular	0.00	8,060.43	109593

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2001343</u>	Invoice 700-4050-7070-0000	06/30/2021	DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	518.37 518.37	
<u>2001356</u>	Invoice 100-3250-7012-0000	06/30/2021	SOLAR LIGHT EQUIPMENT FOR 4 SEASON STREET LIGHT MAINTENA	0.00	7,542.06 7,542.06	
4339	EXP US SERVICES, INC	07/15/2021	Regular	0.00	3,252.56	109594
<u>103700</u>	Invoice 500-0000-8030-0000	06/30/2021	ENGINEERING FOR BMT MASTER PLAN LI INFRASTRUCTURE IMPRO	0.00	3,252.56 3,252.56	
1501	FAIRVIEW FORD	07/15/2021	Regular	0.00	152.30	109595
<u>808921</u>	Invoice 750-7600-7037-0000	06/30/2021	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	152.30 152.30	
1518	FLYERS ENERGY	07/15/2021	Regular	0.00	1,539.65	109596
<u>21-339737</u>	Invoice 100-6000-7050-0000	06/30/2021	FUEL EXPENSE FUEL	0.00	1,539.65 1,539.65	
1533	FRONTIER COMMUNICATIONS	07/15/2021	Regular	0.00	4,603.28	109597
<u>213-181-1343-03</u>	Invoice 700-4050-7015-0000	07/15/2021	PHONE UTILITY TELEPHONE	0.00	69.47 69.47	
<u>323-156-8188-02</u>	Invoice 100-1230-7015-6060	07/15/2021	PHONE UTILITY TELEPHONE (4th ST YARD)	0.00	85.98 85.98	
<u>951-197-0835-05</u>	Invoice 700-4050-7015-0000	07/15/2021	PHONE UTILITY TELEPHONE	0.00	1,639.50 1,639.50	
<u>951-197-0863-06</u>	Invoice 700-4050-7015-0000	07/15/2021	PHONE UTILITY TELEPHONE	0.00	615.68 615.68	
<u>951-769-8500-01</u>	Invoice 100-1230-7015-6040	07/15/2021	PHONE UTILITY TELEPHONE (POLICE DPT)	0.00	1,382.61 1,382.61	
<u>951-769-8520-01</u>	Invoice 100-1230-7015-6025	07/15/2021	PHONE UTILITY TELEPHONE (CITY HALL)	0.00	208.99 208.99	
<u>951-769-8530-06</u>	Invoice 750-7000-7015-0000	07/15/2021	PHONE UTILITY TELEPHONE	0.00	238.82 238.82	
<u>951-769-8537-03</u>	Invoice 100-1230-7015-6060	07/15/2021	PHONE UTILITY TELEPHONE (4th ST YARD)	0.00	110.17 110.17	
<u>951-769-8538-06</u>	Invoice 100-1230-7015-6048	07/15/2021	PHONE UTILITY TELEPHONE (POOL)	0.00	83.75 83.75	
<u>951-769-8539-04</u>	Invoice 100-1230-7015-6045	07/15/2021	PHONE UTILITY TELEPHONE (COMM CTR)	0.00	168.31 168.31	
1553	GALLS INC.	07/15/2021	Regular	0.00	764.12	109598
<u>BC1387415</u>	Invoice 100-2050-7065-0000	06/30/2021	EMPLOYEE UNIFORMS UNIFORMS	0.00	764.12 764.12	
4378	GEORGE HILLS COMPANY, INC	07/15/2021	Regular	0.00	3,038.65	109599

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV1020020	Invoice 100-1240-7081-0000	06/30/2021	SUBRO RECOVERY FEE	0.00	3,038.65	
			CLAIM COSTS		3,038.65	
1579	GOSCH	07/15/2021	Regular	0.00	1,794.98	109600
5151576	Invoice 100-2050-7037-0000	06/30/2021	VEHICLE MAINTENANCE	0.00	1,794.98	
			VEHICLE MAINTENANCE		1,794.98	
3369	GOVERNMENT FINANCE OFFICERS ASSOCIATIO	07/15/2021	Regular	0.00	65.00	109601
2133441	Invoice 100-1225-7030-0000	07/15/2021	GP GAAFR PLUS - 08/01/21-07/31/22	0.00	65.00	
			DUES & SUBSCRIPTIONS		65.00	
1583	GRAFIX SYSTEMS	07/15/2021	Regular	0.00	390.53	109602
29133	Invoice 100-2050-7037-0000	06/30/2021	VEHICLE MAINTENANCE	0.00	390.53	
			VEHICLE MAINTENANCE		390.53	
4181	HASA, INC	07/15/2021	Regular	0.00	2,035.93	109603
756961	Invoice 700-4050-7070-0000	06/30/2021	Chemical Supplies for WWTP	0.00	204.16	
			SPECIAL DEPT SUPPLIES		204.16	
756961-2	Invoice 700-4050-7070-0000	06/30/2021	DEPT SUPPLIES	0.00	1,831.77	
			SPECIAL DEPT SUPPLIES		1,831.77	
3515	HD SUPPLY FACILITIES MAINTENANCE LTD	07/15/2021	Regular	0.00	768.69	109604
635994	Invoice 700-4050-7070-0000	06/30/2021	DEPARTMENT SUPPLIES - SEWER	0.00	768.69	
			SPECIAL DEPT SUPPLIES		768.69	
1611	HDL SOFTWARE LLC	07/15/2021	Regular	0.00	2,107.22	109605
SIN009587	Invoice 100-1230-7071-0000	07/15/2021	BUSINESS LICENSE SOFTWARE	0.00	2,107.22	
			SOFTWARE		2,107.22	
1622	HI-WAY SAFETY INC	07/15/2021	Regular	0.00	15,080.86	109606
117668	Invoice 100-3250-7070-0000	06/30/2021	ARROW BOARD - STREETS	0.00	15,080.86	
			SPECIAL DEPT SUPPLIES		15,080.86	
3032	INLAND VALLEY SLADDEN, INC	07/15/2021	Regular	0.00	5,500.00	109607
46898	Invoice 500-0000-8990-0000	06/30/2021	GEOTECHNICAL ENGINEERING FOR P-01 S	0.00	5,500.00	
			CAPITAL OUTLAY		5,500.00	
4385	JAMAR TECHNOLOGIES, INC	07/15/2021	Regular	0.00	8,910.50	109608

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0059219	Invoice	06/30/2021	BLACK CAT II RADAR RECORDER KITS	0.00	8,910.50	
	<u>100-3250-7070-0000</u>	SPECIAL DEPT SUPPLIES	BLACK CAT II RADAR RECORDER		8,910.50	
3271	KS STATEBANK	07/15/2021	Regular	0.00	11,830.77	109609
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>3353429</u>	08/01/2 Invoice	07/15/2021	VACTOR AND PATCH TRUCK PAYMENTS	0.00	11,830.77	
	<u>100-3250-8060-0000</u>	VEHICLES	VACTOR AND PATCH TRUCK PAY		3,194.31	
	<u>700-4050-8060-0000</u>	VEHICLES	VACTOR AND PATCH TRUCK PAY		8,636.46	
1827	LANGUAGE TESTING INTERNATIONAL	07/15/2021	Regular	0.00	218.00	109610
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>L47379-IN</u>	Invoice	07/15/2021	PROFESSIONAL SERVICES	0.00	218.00	
	<u>100-1240-7068-0000</u>	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES		218.00	
1895	M BREY ELECTRIC INC	07/15/2021	Regular	0.00	183.00	109611
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>6770</u>	Invoice	06/30/2021	EQUIPMENT MAINTENANCE	0.00	183.00	
	<u>700-4050-7090-007A</u>	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE		183.00	
3683	MASTER'S COFFEE AND WATER	07/15/2021	Regular	0.00	128.24	109612
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>0000000232453</u>	Invoice	07/15/2021	DEPT SUPPLIES	0.00	128.24	
	<u>700-4050-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		128.24	
1984	NAPA AUTO PARTS	07/15/2021	Regular	0.00	83.94	109613
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>156051</u>	Invoice	06/30/2021	VEHICLE MAINTENANCE	0.00	52.47	
	<u>750-7600-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		52.47	
<u>156344</u>	Invoice	06/30/2021	VEHICLE MAINTENANCE	0.00	2.93	
	<u>750-7600-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		2.93	
<u>156383</u>	Invoice	06/30/2021	VEHICLE MAINTENANCE	0.00	28.54	
	<u>750-7300-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		28.54	
3538	NUCKLES OIL COMPANY INC	07/15/2021	Regular	0.00	352.18	109614
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>653314</u>	Invoice	06/30/2021	FUEL EXPENSE	0.00	352.18	
	<u>700-4050-7050-0000</u>	FUEL	FUEL EXPENSE		352.18	
2009	O'REILLY AUTO PARTS	07/15/2021	Regular	0.00	802.04	109615
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2678-358403</u>	Invoice	06/30/2021	EQUIPMENT MIANTENANCE	0.00	82.99	
	<u>750-7300-7090-0000</u>	EQUIPMENT SUPPLIES/M	EQUIPMENT MIANTENANCE		82.99	
<u>2678-358887</u>	Invoice	06/30/2021	EQUIPMENT MAINTENANCE	0.00	34.86	
	<u>750-7300-7090-0000</u>	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE		34.86	
<u>2678-359097</u>	Credit Memo	06/30/2021	VEHICLE MAINTENANCE	0.00	-343.72	
	<u>750-7300-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		-343.72	
<u>2678-359755</u>	Invoice	06/30/2021	VEHICLE MAINTENANCE	0.00	201.33	
	<u>750-7300-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		201.33	
<u>2678-360137</u>	Invoice	06/30/2021	VEHICLE MAINTENANCE	0.00	9.24	

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	<u>750-7600-7037-0000</u>		VEHICLE MAINTENANCE		9.24	
<u>2678-360203</u>	Invoice	06/30/2021	VEHICLE MAINTENANCE	0.00	10.39	
	<u>750-7600-7037-0000</u>		VEHICLE MAINTENANCE		10.39	
<u>2678-360687</u>	Invoice	06/30/2021	DEPT SUPPLIES	0.00	35.82	
	<u>750-7300-7070-0000</u>		SPECIAL DEPT SUPPLIES		35.82	
<u>2678-360921</u>	Invoice	06/30/2021	VEHICLE MAINTENANCE	0.00	4.18	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		4.18	
<u>2678-360978</u>	Invoice	06/30/2021	VEHICLE MAINTENANCE	0.00	766.95	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		766.95	
2039	PARKHOUSE TIRE, INC.	07/15/2021	Regular	0.00	186.74	109616
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>2030202288</u>	Invoice	06/30/2021	VEHICLE MAINTENANCE	0.00	186.74	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		186.74	
2064	PITNEY BOWES GLOBAL FINANCIAL SERVICES LI	07/15/2021	Regular	0.00	513.52	109617
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>3104816768</u>	Invoice	06/30/2021	EQUIPMENT LEASE	0.00	513.52	
	<u>100-1230-7075-6025</u>		EQUIPMENT LEASING/RE		513.52	
4054	PLUMB LINE SURVEYING, INC	07/15/2021	Regular	0.00	650.00	109618
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>22221011</u>	Invoice	06/30/2021	SURVEY EQUIPMENT RENTAL	0.00	650.00	
	<u>500-0000-8990-0000</u>		CAPITAL OUTLAY		650.00	
2072	POLYDYNE, INC.	07/15/2021	Regular	0.00	14,363.94	109619
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>1551497</u>	Invoice	06/30/2021	DEPT SUPPLIES	0.00	11,491.15	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		11,491.15	
<u>1551498</u>	Invoice	06/30/2021	DEPT SUPPLIES	0.00	2,872.79	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		2,872.79	
3455	PRISTINE UNIFORMS, LLC	07/15/2021	Regular	0.00	2,765.99	109620
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>10088</u>	Invoice	06/30/2021	EMPLOYEE UNIFORMS	0.00	1,071.66	
	<u>100-2050-7065-0000</u>		UNIFORMS		1,071.66	
<u>10093</u>	Invoice	06/30/2021	EMPLOYEE UNIFORMS	0.00	1,685.71	
	<u>100-2050-7065-0000</u>		UNIFORMS		1,685.71	
<u>10094</u>	Invoice	06/30/2021	EMPLOYEE UNIFORMS	0.00	8.62	
	<u>100-2050-7065-0000</u>		UNIFORMS		8.62	
3652	PRUDENTIAL OVERALL SUPPLY	07/15/2021	Regular	0.00	529.25	109621
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>23164921 CHECK</u>	Invoice	06/30/2021	UNIFORM MAINTENANCE	0.00	65.24	
	<u>100-3250-7065-0000</u>		UNIFORMS		65.24	
<u>23167747 CHECK</u>	Invoice	06/30/2021	UNIFORM MAINTENANCE	0.00	65.24	
	<u>100-3250-7065-0000</u>		UNIFORMS		65.24	
<u>23171629</u>	Invoice	06/30/2021	Streets - Prudential Uniforms	0.00	65.24	
	<u>100-3250-7065-0000</u>		UNIFORMS		65.24	
<u>23171877</u>	Invoice	06/30/2021	EMPLOYEE UNIFORM MAINTENANCE	0.00	89.43	
	<u>700-4050-7065-0000</u>		UNIFORMS		89.43	

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<u>23174751</u>	Invoice <u>100-3250-7065-0000</u>	06/30/2021	Streets - Prudential Uniforms UNIFORMS	0.00	65.24	
<u>23174858</u>	Invoice <u>700-4050-7065-0000</u>	06/30/2021	EMPLOYEE UNIFORM MAINTENANCE UNIFORMS	0.00	89.43	
<u>23177182</u>	Invoice <u>700-4050-7065-0000</u>	06/30/2021	UNIFORM MAINTENANCE UNIFORMS	0.00	89.43	
4407	PUBLIC RISK, INNOVATION, SOLUTIONS AND M	07/15/2021	Regular	0.00	199,801.00	109622
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>22100016</u>	Invoice <u>100-1240-7080-0000</u>	07/15/2021	EXCESS WORKERS COMPENSATION PROG INSURANCE	0.00	199,801.00	
Account Number	Account Name	Item Description	Distribution Amount			
				199,801.00		
2092	PURCHASE POWER-2540	07/15/2021	Regular	0.00	1,076.44	109623
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>8000-9000-0098-</u>	Invoice <u>100-1200-7025-0000</u>	06/30/2021	POSTAGE OFFICE SUPPLIES	0.00	1,076.44	
Account Number	Account Name	Item Description	Distribution Amount			
				1,076.44		
2098	QUILL CORPORATON	07/15/2021	Regular	0.00	76.52	109624
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>17525726</u>	Invoice <u>100-1200-7025-0000</u>	06/30/2021	OFFICE SUPPLIES OFFICE SUPPLIES	0.00	76.52	
Account Number	Account Name	Item Description	Distribution Amount			
				76.52		
4199	ROGERS, ANDERSON, MALODY & SCOTT, LLP	07/15/2021	Regular	0.00	6,650.00	109625
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>65989</u>	Invoice <u>100-1225-7068-0000</u>	07/15/2021	Annual Audit CONTRACTUAL SERVICES	0.00	6,650.00	
Account Number	Account Name	Item Description	Distribution Amount			
				6,650.00		
3498	SKM ENGINERRING LLC	07/15/2021	Regular	0.00	940.50	109626
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>21219</u>	Invoice <u>500-0000-8030-0000</u>	06/30/2021	Professional Engineering Services for PLC INFRASTRUCTURE IMPRO	0.00	940.50	
Account Number	Account Name	Item Description	Distribution Amount			
				940.50		
2309	SOUTH COAST AQMD	07/15/2021	Regular	0.00	1,165.48	109627
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>3841637</u>	Invoice <u>700-4050-7022-019C</u>	07/15/2021	ANNUAL RENEWAL FEES LICENSE, PERMITS, FEES	0.00	440.15	
Account Number	Account Name	Item Description	Distribution Amount			
				440.15		
<u>3841638</u>	Invoice <u>700-4050-7022-019C</u>	07/15/2021	ANNUAL RENEWAL FEES LICENSE, PERMITS, FEES	0.00	440.15	
Account Number	Account Name	Item Description	Distribution Amount			
				440.15		
<u>3844532</u>	Invoice <u>700-4050-7022-019C</u>	07/15/2021	EMISSIONS FEES LICENSE, PERMITS, FEES	0.00	142.59	
Account Number	Account Name	Item Description	Distribution Amount			
				142.59		
<u>3844535</u>	Invoice <u>700-4050-7022-019C</u>	07/15/2021	EMISSIONS FEES LICENSE, PERMITS, FEES	0.00	142.59	
Account Number	Account Name	Item Description	Distribution Amount			
				142.59		
2313	SOUTHERN CALIFORNIA ASSOCIATION	07/15/2021	Regular	0.00	5,654.00	109628
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>FY 2021-22</u>	Invoice <u>100-1200-7030-0000</u>	07/15/2021	DUES ASSESSMENT FOR FY 21/22 DUES & SUBSCRIPTIONS	0.00	5,654.00	
Account Number	Account Name	Item Description	Distribution Amount			
				5,654.00		
2311	SOUTHERN CALIFORNIA EDISON	07/15/2021	Regular	0.00	10,902.86	109629

Check Report

Date Range: 07/09/2021 Item 3. 2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>07/15/21</u>	Invoice	06/30/2021	ELECTRIC UTILITY	0.00	10,902.86	
	<u>100-3250-7010-0000</u>	UTILITIES	ELECTRIC UTILITY		1,946.71	
	<u>100-3250-7010-007A</u>	UTILITIES (IA 7A)	ELECTRIC UTILITY		135.72	
	<u>100-3250-7010-007D</u>	UTILITIES (IA 7D)	ELECTRIC UTILITY		98.34	
	<u>100-3250-7010-008A</u>	UTILITIES (IA 8A)	ELECTRIC UTILITY		346.53	
	<u>100-3250-7010-008B</u>	UTILITIES (IA 8B)	ELECTRIC UTILITY		79.06	
	<u>100-3250-7010-008C</u>	UTILITIES (IA 8C)	ELECTRIC UTILITY		201.28	
	<u>100-3250-7010-008D</u>	UTILITIES (IA 8D)	ELECTRIC UTILITY		20.56	
	<u>100-3250-7010-010A</u>	UTILITIES (IA 10)	ELECTRIC UTILITY		36.65	
	<u>100-3250-7010-012A</u>	UTILITIES (IA 12)	ELECTRIC UTILITY		84.70	
	<u>100-3250-7010-014X</u>	UTILITIES (IA 14)	ELECTRIC UTILITY		48.00	
	<u>100-3250-7010-019A</u>	UTILITIES (IA 19A)	ELECTRIC UTILITY		186.86	
	<u>100-3250-7010-019C</u>	UTILITIES (IA 19C)	ELECTRIC UTILITY		167.92	
	<u>100-3250-7010-06A1</u>	UTILITIES (IA 6A1)	ELECTRIC UTILITY		315.59	
	<u>100-6050-7010-0000</u>	UTILITIES	ELECTRIC UTILITY		577.91	
	<u>100-6050-7010-005X</u>	UTILITIES IA 5	ELECTRIC UTILITY		6,217.98	
	<u>100-6050-7010-007A</u>	UTILITIES IA 7A	ELECTRIC UTILITY		16.56	
	<u>100-6050-7010-5400</u>	UTILITIES, PARK (SPORTS	ELECTRIC UTILITY		350.22	
	<u>100-6050-7010-5500</u>	UTILITIES, PARK (STEWAR	ELECTRIC UTILITY		72.27	
3497	SOUTHERN CONTRACTING COMPANY	07/15/2021	Regular	0.00	37,791.47	109630
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>9811</u>	Invoice	06/30/2021	PLC Upgrade Construction CIP 2019-010	0.00	37,791.47	
	<u>710-0000-8030-0000</u>	CAPITAL IMPROVEMENT	PLC Upgrade Construction CIP 2		37,791.47	
2329	ST. FRANCIS ELECTRIC	07/15/2021	Regular	0.00	3,895.92	109631
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>16605143</u>	Invoice	06/30/2021	PROFESSIONAL SERVICES	0.00	1,120.00	
	<u>100-3250-7068-0000</u>	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES		1,120.00	
<u>16605144</u>	Invoice	06/30/2021	PROFESSIONAL SERVICES	0.00	1,550.00	
	<u>100-3250-7068-0000</u>	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES		1,550.00	
<u>16605145</u>	Invoice	06/30/2021	PROFESSIONAL SERVICES	0.00	386.96	
	<u>100-3250-7068-0000</u>	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES		386.96	
<u>16605146</u>	Invoice	06/30/2021	PROFESSIONAL SERVICES	0.00	436.96	
	<u>100-3250-7068-0000</u>	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES		436.96	
<u>16605147</u>	Invoice	06/30/2021	PROFESSIONAL SERVICES	0.00	402.00	
	<u>100-3250-7068-0000</u>	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES		402.00	
2405	THE COUNSELING TEAM	07/15/2021	Regular	0.00	2,275.00	109632
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>79358</u>	Invoice	06/30/2021	HIRING COSTS	0.00	325.00	
	<u>100-1240-6050-0000</u>	RECRUITMENT AND HIRI	HIRING COSTS		325.00	
<u>79393</u>	Invoice	06/30/2021	HIRING COSTS	0.00	325.00	
	<u>100-1240-6050-0000</u>	RECRUITMENT AND HIRI	HIRING COSTS		325.00	
<u>79408</u>	Invoice	06/30/2021	HIRING COSTS	0.00	300.00	
	<u>100-1240-6050-0000</u>	RECRUITMENT AND HIRI	HIRING COSTS		300.00	
<u>79441</u>	Invoice	06/30/2021	EMPLOYEE SUPPORT SERVICES	0.00	1,000.00	
	<u>100-1240-7068-0000</u>	CONTRACTUAL SERVICES	EMPLOYEE SUPPORT SERVICES		1,000.00	
<u>79513</u>	Invoice	06/30/2021	HIRING COSTS	0.00	325.00	
	<u>100-1240-6050-0000</u>	RECRUITMENT AND HIRI	HIRING COSTS		325.00	
2407	THE GAS COMPANY	07/15/2021	Regular	0.00	146.23	109633

Check Report

Date Range: 07/09/2021 Item 3. 2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
03822937417 07/	Invoice	06/30/2021	GAS UTILITY	0.00	19.37	
	100-6000-7010-6041		UTILITIES - POLICE ANNEX		19.37	
05789544425 07/	Invoice	06/30/2021	GAS UTILITY	0.00	98.26	
	100-6000-7010-6045		UTILITIES - COMMUNITY		98.26	
12604948096 07/	Invoice	06/30/2021	GAS UTILITY	0.00	28.60	
	700-4050-7010-0000		UTILITIES		28.60	
3874	THE PAPE GROUP INC	07/15/2021	Regular	0.00	78,718.62	109634
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
8M 23151 S	Invoice	06/30/2021	HX50 VACUUM EXCAVATOR	0.00	78,718.62	
	505-0000-8040-0000		EQUIPMENT		78,718.62	
4267	THERESA MICHEL INVESTIGATIONS	07/15/2021	Regular	0.00	1,400.00	109635
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
22	Invoice	07/15/2021	HIRING COSTS	0.00	1,400.00	
	100-1240-6050-0000		RECRUITMENT AND HIRI		1,400.00	
2430	TIME WARNER CABLE	07/15/2021	Regular	0.00	2,816.05	109636
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0241971062521	Invoice	07/15/2021	BUILDING UTILITY	0.00	2,816.05	
	100-1230-7015-6025		TELEPHONE (CITY HALL)		2,816.05	
2435	TLMA ADMINISTRATION COUNTY OF RIV	07/15/2021	Regular	0.00	321.57	109637
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
TL0000015880	Invoice	06/30/2021	SHARED TRAFFIC SIGNALS WITH RIVERSID	0.00	321.57	
	100-3250-7068-0000		CONTRACTUAL SERVICES		321.57	
2484	VERIZON	07/15/2021	Regular	0.00	7,810.38	109638
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9882618931	Invoice	06/30/2021	PD AIRCARDS	0.00	3,382.30	
	100-1230-7015-0000		TELEPHONE		3,382.30	
9882820097	Invoice	06/30/2021	DEPARTMENT CELL PHONES	0.00	4,224.71	
	100-1230-7015-0000		TELEPHONE		3,479.21	
	700-4050-7015-0000		TELEPHONE		299.42	
	750-7000-7015-0000		TELEPHONE		446.08	
9882820099	Invoice	06/30/2021	IPADS - 1550	0.00	76.02	
	100-1230-7015-0000		TELEPHONE		76.02	
9882820100	Invoice	06/30/2021	IPADS - 3100	0.00	76.02	
	100-1230-7015-0000		TELEPHONE		76.02	
9882820101	Invoice	06/30/2021	IPADS - 1550/6050	0.00	51.33	
	100-1230-7015-0000		TELEPHONE		51.33	
2538	WEST COAST LIGHTS & SIRENS	07/15/2021	Regular	0.00	1,980.19	109639

Check Report

Date Range: 07/09/20 Item 3. 2021

Vendor Number Payable #	Vendor Name Payable Type Account Number	Payment Date Post Date	Payment Type Payable Description Account Name Item Description	Discount Amount Discount Amount	Payment Amount Payable Amount Distribution Amount	Number
<u>21427</u>	Invoice <u>100-2050-8060-0000</u>	06/30/2021	VEHICLE MAINTENANCE VEHICLES	0.00	1,980.19 1,980.19	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	120	63	0.00	556,351.84
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	7	2	0.00	77,097.99
	127	65	0.00	633,449.83

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	120	63	0.00	556,351.84
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	7	2	0.00	77,097.99
	127	65	0.00	633,449.83

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	7/2021	633,449.83
			633,449.83



Staff Report

TO: City Council

FROM: Jeff Hart, Public Works Director

DATE: August 3, 2021

SUBJECT: **Acceptance of Irrevocable Offer of Dedication of Easement for Streetlight Maintenance and Acceptance of Streetlight Maintenance in the Solera Community and Adopt a Resolution Authorizing the Mayor to Accept the Offer of Dedication for Street Light Maintenance in the Solera Community**

Background and Analysis:

In August 2019, the City of Beaumont proposed a program to accept the streetlights in the gated community of Solera. Upon City Council approval and acceptance, the City will be responsible for the maintenance and repairs for certain streetlights within the gated community. Maintenance will be limited to the lights located along improved roadways dedicated for full common use. City staff has counted 31 streetlights for which it will accept (see Attachment A) within the gated community. There are approximately 94 streetlights owned and maintained by Southern California Edison (SCE), which will not be maintained by the City. All SCE streetlights have a unique number affixed to the pole and are easily identifiable in the field.

City staff will be granted access to diagnose the source of the malfunction within the light or lighting system, and to make the necessary repairs. Maintenance will not occur in parking lots, privately maintained parks, mailbox lights, digital speed signs, or similar areas. The City shall not be financially responsible or liable for any damages to streetlight attached digital speed signs. Additionally, the Solera Oak Valley Greens HOA has provided an offer of dedication granting an easement for the streetlight maintenance (see Attachment B). In order to authorize the Mayor to accept the offer of dedication the City council has to execute a resolution approving the offer (see Attachment C).

The City will incur the monthly cost of the SCE pedestals that provide electricity to the streetlights, but limited only to the streetlight system.

Fiscal Impact:

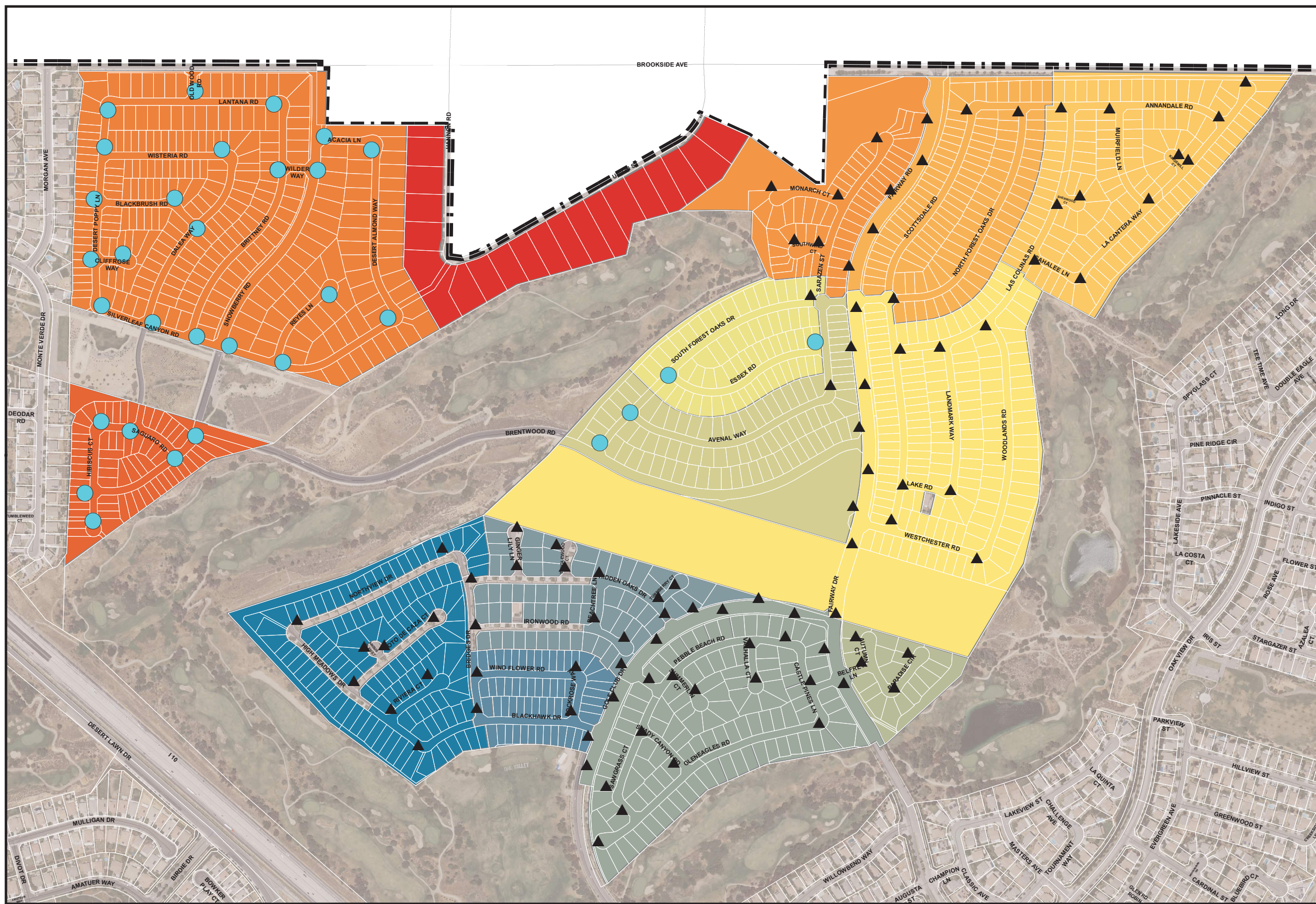
The fiscal impact to the City is estimated to be \$250 per streetlight with an estimated annual cost of \$7,750 for repairs, and approximately \$1,000 annually in electrical costs which will be paid via existing CFD pay-go funds available within this area.

Recommended Action:

Approve the Irrevocable Offer of Dedication of Easement for streetlight maintenance,
Approve the Certificate of Acceptance of streetlight maintenance, and
Adopt by title only, "A Resolution of the City of Beaumont Authorizing the Mayor to Accept the Offers of Dedication for Streetlight Maintenance in Solera."

Attachments:

- A. Solera Exhibit-Tract Maps
- B. Street Light Dedication-Certificate of Acceptance
- C. Resolution for Offer of Dedication



LEGEND

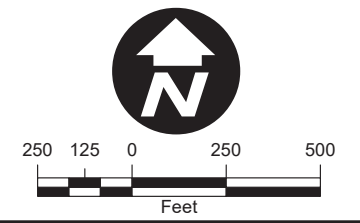
Owner & Maintenance

- Proposed City Owned & Maintained
- ▲ Edison Owned & Maintained

SUBDIVISIO

- TR 29186 (AMENDED)
- TR 29187 (AMENDED)
- TR 29188 (AMENDED)
- TR 29189 (AMENDED)
- TR 31215
- TR 29191
- TR 29192
- TR 29193
- TR 29194
- TR 29195
- TR 29196
- TR 32325
- TR 32350
- TR 32351

■ Beaumont City Boundary



CITY OF BEAUMONT
Solera Community - Street Light Maintenance Exhibit
PUBLIC WORKS DEPARTMENT

Date Created: 6/29/21

Public Works Department
 550 E. 6th Street
 Beaumont, CA 92222
 (951) 769-8522
 www.beaumontca.gov

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

TRACT NO. 29186

BEING A SUBDIVISION OF A PORTION OF PARCELS 12, AND 13 OF PARCEL MAP 29102 AS SHOWN ON A MAP THEREOF FILED IN BOOK 198, PAGES 40-46, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, LYING IN SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN.

ROX CONSULTING GROUP, INC. LARRY V. CASE, L.S. 5411 SEPTEMBER, 2002

RECORDER'S STATEMENT:

FILED THIS 26th DAY OF NOV 2002, AT 8:00 A.M. IN BOOK 326 OF MAPS, AT PAGES 91-96, AT THE REQUEST OF THE CLERK OF THE BOARD. NO. 2002-699965 FEE \$17.00 GARY ORSO, COUNTY RECORDER BY: David Orso DEPUTY SUBDIVISION GUARANTEE: NORTH AMERICAN TITLE COMPANY

NUMBER OF LOTS: 124 NUMBER OF LETTERED LOTS: 12 ACREAGE IN LOTS: 18.968 ACREAGE IN LETTERED LOTS: 5.754 TOTAL ACREAGE: 24.722

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.

WE HEREBY DEDICATE TO THE PUBLIC USE FOR STREET AND PUBLIC UTILITY PURPOSES, LOTS "A" THROUGH "G".

WE ALSO DEDICATE TO THE CITY OF BEAUMONT FOR OPEN SPACE PURPOSES, LOTS "I" THROUGH "M".

TEMECULA VALLEY, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: GREYSTONE HOMES, INC., A DELAWARE CORPORATION ITS MANAGER

BY: Tom Banks NAME: Tom Banks TITLE: VP

SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I AM A REGISTERED LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA AND THAT THIS MAP CONSISTING OF SIX (6) SHEETS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING SEPTEMBER OF 1998; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN, OR WILL BE IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP. THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATED 11-13-02

LARRY V. CASE, L.S. 5411 LICENSE EXPIRES: 09/30/04



SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING HAVE BEEN OMITTED:

AN EASEMENT TO U. S. SPRINT COMMUNICATIONS COMPANY FOR INGRESS AND EGRESS PURPOSES, RECORDED MARCH 9, 1987 AS INSTRUMENT NO. 63970, OF OFFICIAL RECORDS.

A "DECLARATION OF EASEMENT FOR GOLF BALLS", EXECUTED BY AND BETWEEN OAK VALLEY PARTNERS, L.P., A TEXAS LIMITED PARTNERSHIP AND WESTBROOK OAK VALLEY PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR AIRSPACE PURPOSES, RECORDED OCTOBER 1, 1998 AS INSTRUMENT NO. 424596 OF OFFICIAL RECORDS.

AN EXISTING EASEMENTS CONTAINED IN A GRANT DEED EXECUTED BY OAK VALLEY PARTNERS, L.P., A TEXAS LIMITED PARTNERSHIP AS GRANTOR AND WESTBROOK OAK VALLEY PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS GRANTEE, RECORDED OCTOBER 1, 1998 AS INSTRUMENT NO. 424597 OF OFFICIAL RECORDS.

BENEFICIARY: WESTBROOK OAK VALLEY PROPERTIES, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, BENEFICIARY UNDER DEED OF TRUST RECORDED JULY 23, 2002 AS INSTRUMENT NO. 2002-00402804 OF OFFICIAL RECORDS.

BY: Steven T. St. Clair (NAME) MEMBER (TITLE)

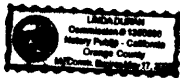
NOTARY ACKNOWLEDGEMENT:

STATE OF CALIFORNIA COUNTY OF RIVERSIDE

ON November 13, 2002, BEFORE ME, Linda Duran, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED Tom Banks (PERSONALLY KNOWN TO ME / PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHO EXECUTED THE WITHIN INSTRUMENT AS THE Vice President OF Temecula Valley, LLC, THE Managing Member THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH Limited Liability Co. EXECUTED THE SAME.

MY COMMISSION EXPIRES May 17, 2006 WITNESS MY HAND AND OFFICIAL SEAL.

Linda Duran



NOTARY ACKNOWLEDGEMENT:

STATE OF CALIFORNIA COUNTY OF RIVERSIDE

ON November 12, 2002, BEFORE ME, Linda Duran, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED Steven T. St. Clair (PERSONALLY KNOWN TO ME / PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHO EXECUTED THE WITHIN INSTRUMENT AS THE GENERAL PARTNER(S) OF Westbrook Oak Valley Properties, LLC, THE Managing Member THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH PARTNERSHIP EXECUTED THE SAME.

MY COMMISSION EXPIRES May 17, 2006 WITNESS MY HAND AND OFFICIAL SEAL.

Linda Duran



TAX BOND CERTIFICATE:

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

DATED ATTEST: GERALD A. MALONEY CLERK OF THE BOARD OF SUPERVISORS

CASH TAX BOND PAUL MCGONNELL COUNTY TAX COLLECTOR

BY DEPUTY BY DEPUTY

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.

DATED November 18, 2002

PAUL MCGONNELL COUNTY TAX COLLECTOR

BY: Suzanne Arnold DEPUTY

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP; THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT NO. 29186, BY THE BEAUMONT CITY COUNCIL ON JULY 16, 2002, AND ANY APPROVED ALTERATION THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF TITLE 16 OF THE BEAUMONT MUNICIPAL CODE APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT; THAT PLANS FOR DRAINS, DRAINAGE WORKS AND SEWERS SUFFICIENT TO PROTECT ALL LOTS IN THE SUBDIVISION FROM FLOODS HAVE BEEN APPROVED; THAT A COMPLETE SET OF PLANS FOR THE CONSTRUCTION OF ALL REQUIRED IMPROVEMENTS HAS BEEN FILED WITH THE COMMUNITY DEVELOPMENT DEPARTMENT AND THAT THE SAME HAVE BEEN CHECKED AND APPROVED; AND THAT ALL IMPROVEMENTS HAVE BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED PLANS OR THAT THE SUBDIVIDER HAS ENTERED INTO AGREEMENT WITH THE CITY OF BEAUMONT COVERING COMPLETION OF ALL IMPROVEMENTS AND SPECIFYING THE TIME FOR COMPLETING SAME.

FOR: DEEPAK MOORJANI, R.C.E. 51047 CITY ENGINEER, CITY OF BEAUMONT

DATED 22 NOVEMBER 2002

BY: Dennis Wayne Janda DENNIS WAYNE JANDA, L.S. 6359 (LIC. EXPIRES 12/31/2002)



CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY OF BEAUMONT AT A REGULAR MEETING THEREOF HELD ON THE 16 DAY OF JULY 2002, AND THAT THERE UPON SAID COUNCIL DID BY THE ORDER DULY PASSED AND ENTERED, APPROVED SAID MAP AND DID ACCEPT ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENTS, THE DEDICATION TO THE PUBLIC USE FOR STREET AND PUBLIC UTILITY PURPOSES, LOTS "A" THROUGH "G" INCLUSIVE. ALSO DID ACCEPT FOR OPEN SPACE PURPOSES, LOTS "I" THROUGH "M" INCLUSIVE.

BY: Martha L. Chance MARTHA L. CHANCE CITY CLERK OF THE CITY OF BEAUMONT

SOILS REPORT:

A PRELIMINARY SOILS REPORT WAS PREPARED ON THE 18TH DAY OF DECEMBER, 1998, AS A REQUIRED BY SECTION 17953 OF THE HEALTH AND SAFETY CODE OF CALIFORNIA, BY LOR GEOTECHNICAL GROUP, INC., AND IS ON FILE WITH RIVERSIDE COUNTY PLANNING DEPARTMENT.

2002-699965 ORIGINAL

2002-699965 ORIGINAL

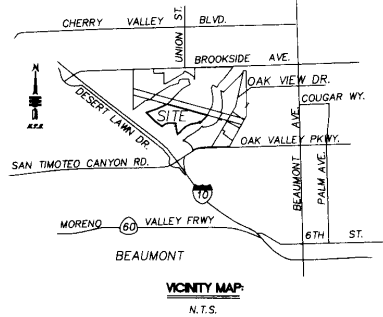
IN THE CITY OF BEAUMONT,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

SHEET 2 OF 6 SHEETS

TRACT NO. 29186

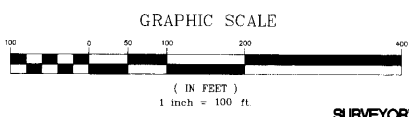
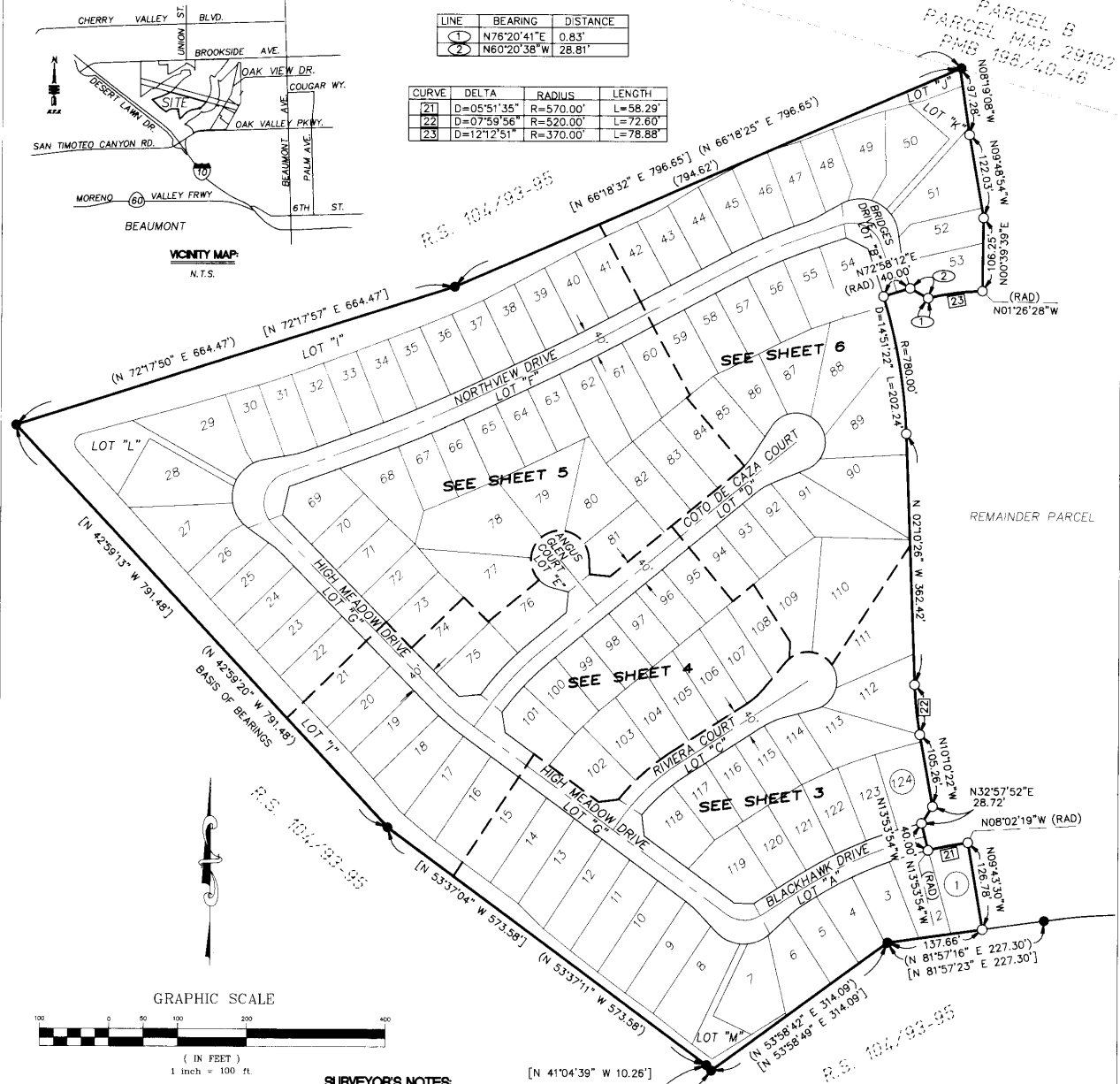
BEING A SUBDIVISION OF A PORTION OF PARCELS 12, AND 13 OF PARCEL MAP 29102 AS SHOWN ON A MAP THEREOF FILED IN BOOK 198, PAGES 40-46, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, LYING IN SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN.

ROX CONSULTING GROUP, INC. LARRY V. CASE, L.S. 5411
SEPTEMBER, 2002



LINE	BEARING	DISTANCE
1	N76°20'41"E	0.83'
2	N60°20'38"W	28.81'

CURVE	DELTA	RADIUS	LENGTH
(21)	D=05°51'35"	R=570.00'	L=58.29'
(22)	D=07°59'56"	R=520.00'	L=72.60'
(23)	D=12°12'51"	R=370.00'	L=78.88'



SURVEYOR'S NOTES:

- () INDICATES RECORD AND MEASURED DATA PER PARCEL MAP NO. 29102, MB 198/40-46.
- [] INDICATES RECORD DATA PER RECORD OF SURVEY, RS 104/93-95.

EASEMENT NOTES:

- (A) INDICATES AN EXISTING EASEMENT TO U. S. SPRINT COMMUNICATIONS COMPANY FOR INGRESS AND EGRESS PURPOSES, RECORDED MARCH 9, 1987 AS INSTRUMENT NO. 63970, OF OFFICIAL RECORDS, HAS NO LOCATION SET FORTH AND CANNOT BE PLOTTED ON THIS MAP.
- (B) INDICATES AN EXISTING "DECLARATION OF EASEMENT FOR GOLF BALLS", EXECUTED BY AND BETWEEN OAK VALLEY PARTNERS, L. P., A TEXAS LIMITED PARTNERSHIP AND WESTBROOK OAK VALLEY PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR AIRSPACE PURPOSES, RECORDED OCTOBER 1, 1998 AS INSTRUMENT NO. 424596 OF OFFICIAL RECORDS, HAS NO LOCATION SET FORTH AND CANNOT BE PLOTTED ON THIS MAP.
- (C) INDICATES AN EXISTING EASEMENTS CONTAINED IN A GRANT DEED EXECUTED BY OAK VALLEY PARTNERS, L. P., A TEXAS LIMITED PARTNERSHIP AS GRANTOR AND WESTBROOK OAK VALLEY PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS GRANTEE, RECORDED OCTOBER 1, 1998 AS INSTRUMENT NO. 424597 OF OFFICIAL RECORDS, HAS NO LOCATION SET FORTH AND CANNOT BE PLOTTED ON THIS MAP.

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED UPON THAT SOUTHWESTERLY LINE OF PARCEL 13 OF PARCEL MAP NO. 29102, RECORDED DECEMBER 28, 2000, IN BOOK 198, PAGES 40-46, OFFICIAL RECORDS, BEING NORTH 42° 59' 20" WEST.

MONUMENT NOTES:

- INDICATES FOUND " I.P. W/PLASTIC PLUG STAMPED LS 5346, FLUSH AS SET PER RS 104/93-95
- INDICATES FOUND MONUMENT, AS NOTED.
- INDICATES SET 2" I.P. TAGGED L.S. 5411 OR AN 8" S. & W. STAMPED L.S. 5411 IN ASPHALT HAVING A THICKNESS OF 2" OR MORE, OR A LEAD AND TAG STAMPED L.S. 5411 IN CONCRETE TO BE SET AT ALL TRACT BOUNDARY CORNERS. UNLESS OTHERWISE NOTED.
- 1" I.P. TAGGED L.S. 5411 OR AN 8" S. & W. STAMPED L.S. 5411 IN ASPHALT HAVING A THICKNESS OF 2" OR MORE. OR A LEAD AND TAG STAMPED L.S. 5411 IN CONCRETE TO BE SET AT ALL CORNERS. UNLESS OTHERWISE NOTED.
- 8" S. & W. STAMPED L.S. 5411 IN ASPHALT HAVING A THICKNESS OF 2" OR MORE, OR A 2" I.P. TAGGED L.S. 5411 IN MEDIAN STRIP OR A LEAD AND TAG STAMPED L.S. 5411 IN CONCRETE TO BE SET AT ALL STREET CENTERLINE INTERSECTIONS, B.C.'S, E.C.'S, AND ALL OTHER CENTERLINE POINTS OF CONTROL.
- ALL MONUMENTS SHOWN AS, "SET" SHALL BE IN ACCORDANCE WITH THE TERMS OR THE MONUMENTATION AGREEMENT FOR THIS MAP, UNLESS OTHERWISE NOTED.

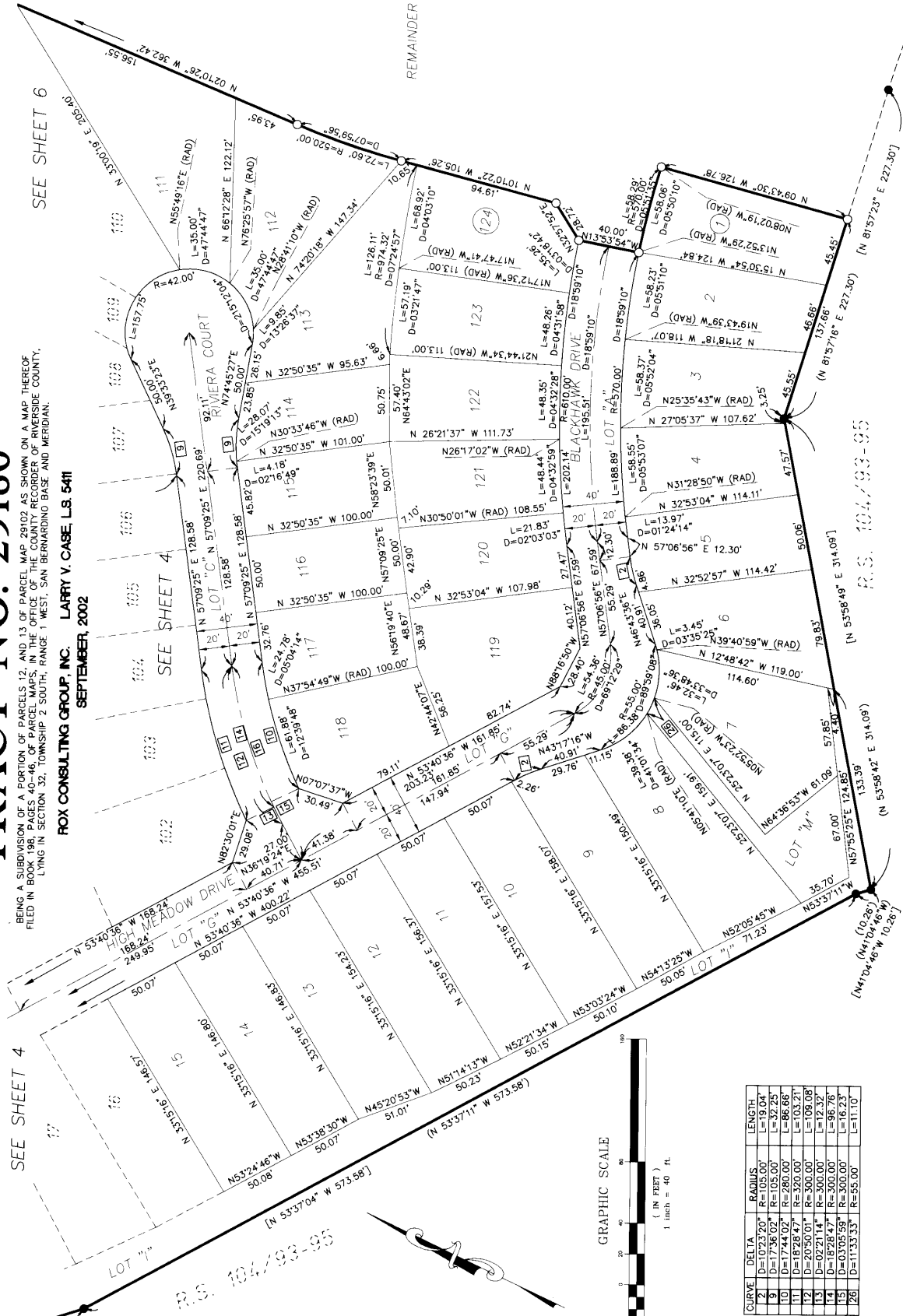
2002-699965
ORIGINAL

SHEET 3 OF 6 SHEETS

IN THE CITY OF BEAUMONT,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT NO. 29186

BEING A SUBDIVISION OF A PORTION OF PARCELS 19 AND 13 OF PARCEL MAP 29102 AS SHOWN ON A MAP THEREOF FILED IN BOOK 198, PAGES 40-46, OF PARCEL MAPS, IN THE OFFICE OF THE CLERK OF RIVERSIDE COUNTY, LYING IN SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN.

FOX CONSULTING GROUP, INC. LARRY V. CASE, L.S. 5411
SEPTEMBER, 2002



CURVE	DELTA	RADIUS	LENGTH
2	D=10°23'20"	R=105.00'	L=19.04'
9	D=7°36'02"	R=105.00'	L=32.25'
10	D=17°44'02"	R=280.00'	L=86.66'
11	D=18°28'47"	R=320.00'	L=101.21'
12	D=20°50'01"	R=300.00'	L=109.08'
14	D=02°21'14"	R=300.00'	L=12.32'
15	D=03°05'59"	R=300.00'	L=36.29'
26	D=11°33'33"	R=55.00'	L=111.10'

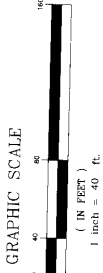
2002-699965
ORIGINAL

SHEET 4 OF 6 SHEETS

IN THE CITY OF BEAUMONT,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.
TRACT NO. 29186

BEING A SUBDIVISION OF A PORTION OF PARCELS 12, AND 13 OF PARCEL MAP 29102 AS SHOWN ON A MAP THEREOF FILED IN BOOK 198, PAGES 40-46, OF PARCEL MAPS, IN THE COUNTY RECORDER'S OFFICE OF RIVERSIDE COUNTY, LYING IN SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN.

FOX CONSULTING GROUP, INC. LARRY V. CASE, L.S. 5411
SEPTEMBER, 2002



CURVE	DELTA	RADIUS	LENGTH
1	D=03°09'18"	R=380.00'	L=20.92'
2	D=09°20'21"	R=400.00'	L=65.20'
3	D=03°09'18"	R=400.00'	L=22.03'
4	D=06°11'03"	R=400.00'	L=43.17'
5	D=09°20'21"	R=420.00'	L=68.46'
6	D=12°28'02"	R=105.00'	L=32.25'
7	D=02°50'01"	R=320.00'	L=103.21'
8	D=02°50'01"	R=300.00'	L=109.05'
9	D=18°28'47"	R=300.00'	L=96.76'
10	D=14°08'00"	R=380.00'	L=93.74'
11	D=14°08'00"	R=400.00'	L=98.67'
12	D=14°08'00"	R=420.00'	L=103.60'

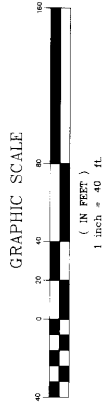
2002-699965
ORIGINAL
SHEET 5 OF 6 SHEETS

IN THE CITY OF BEAUMONT,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.
TRACT NO. 29186

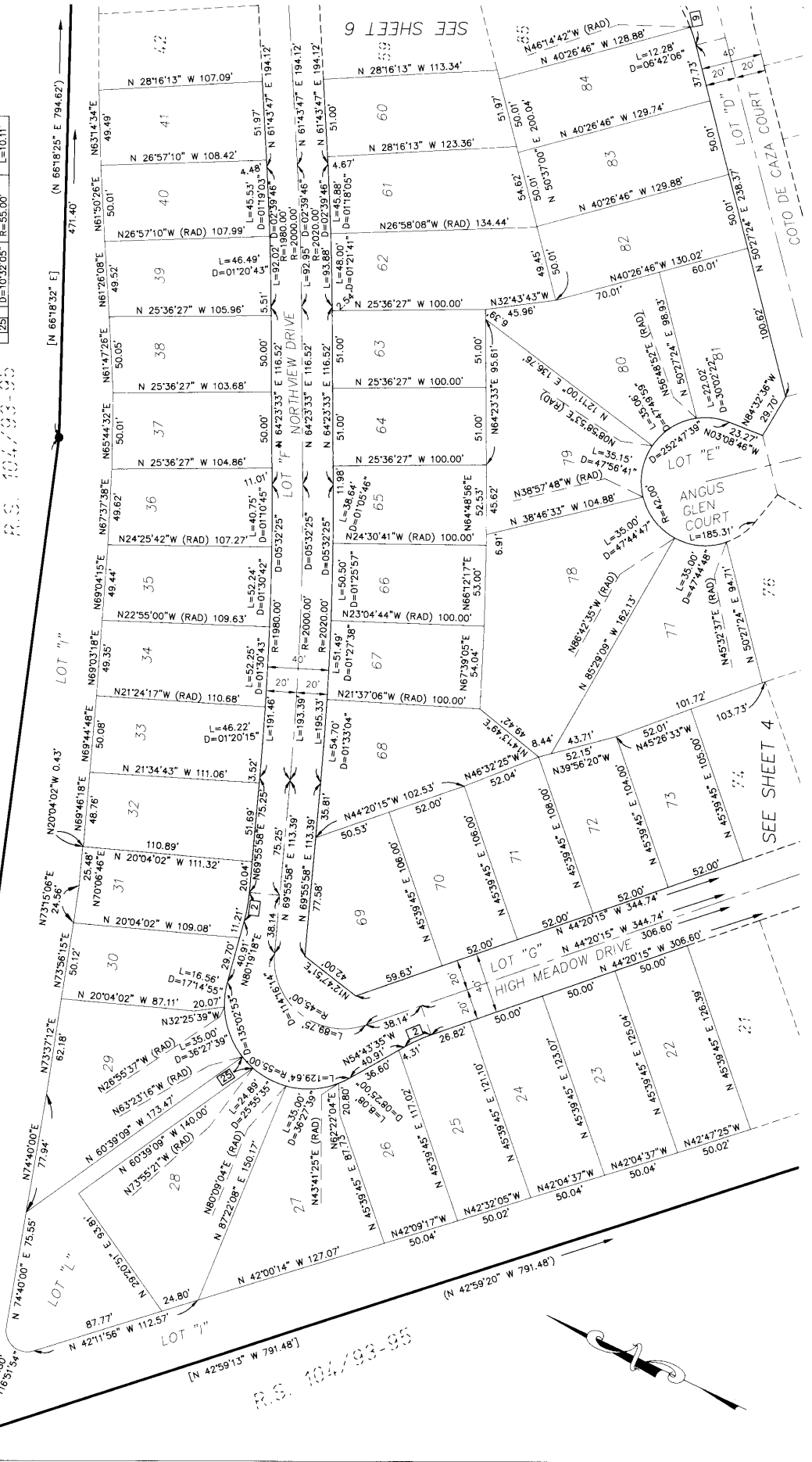
BEING A SUBDIVISION OF A PORTION OF PARCELS 12, AND 13 OF PARCEL MAP 29102 AS SHOWN ON A MAP THEREOF
FILED IN BOOK 198, PAGES 40-46, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY,
LYING IN SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN.

FOX CONSULTING GROUP, INC. LARRY V. CASE, L.S. 5411
SEPTEMBER, 2002

R.S. 104/93-95



CURVE	DELTA	RADIUS	LENGTH
1	D=102.270°	R=105.00'	L=18.04'
2	D=17.3602°	R=105.00'	L=32.25'
3	D=103.205°	R=55.00'	L=10.11'



SEE SHEET 6

SEE SHEET 4

SEE SHEET 4

SEE SHEET 4

SEE SHEET 4

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

TRACT NO. 29186

BEING A SUBDIVISION OF A PORTION OF PARCELS 12, AND 13 OF PARCEL MAP 29102 AS SHOWN ON A MAP THEREOF FILED IN BOOK 198, PAGES 40-46, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, LYING IN SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN.

ROX CONSULTING GROUP, INC. LARRY V. CASE, L.S. 5411
SEPTEMBER, 2002

2002-699965
ORIGINAL

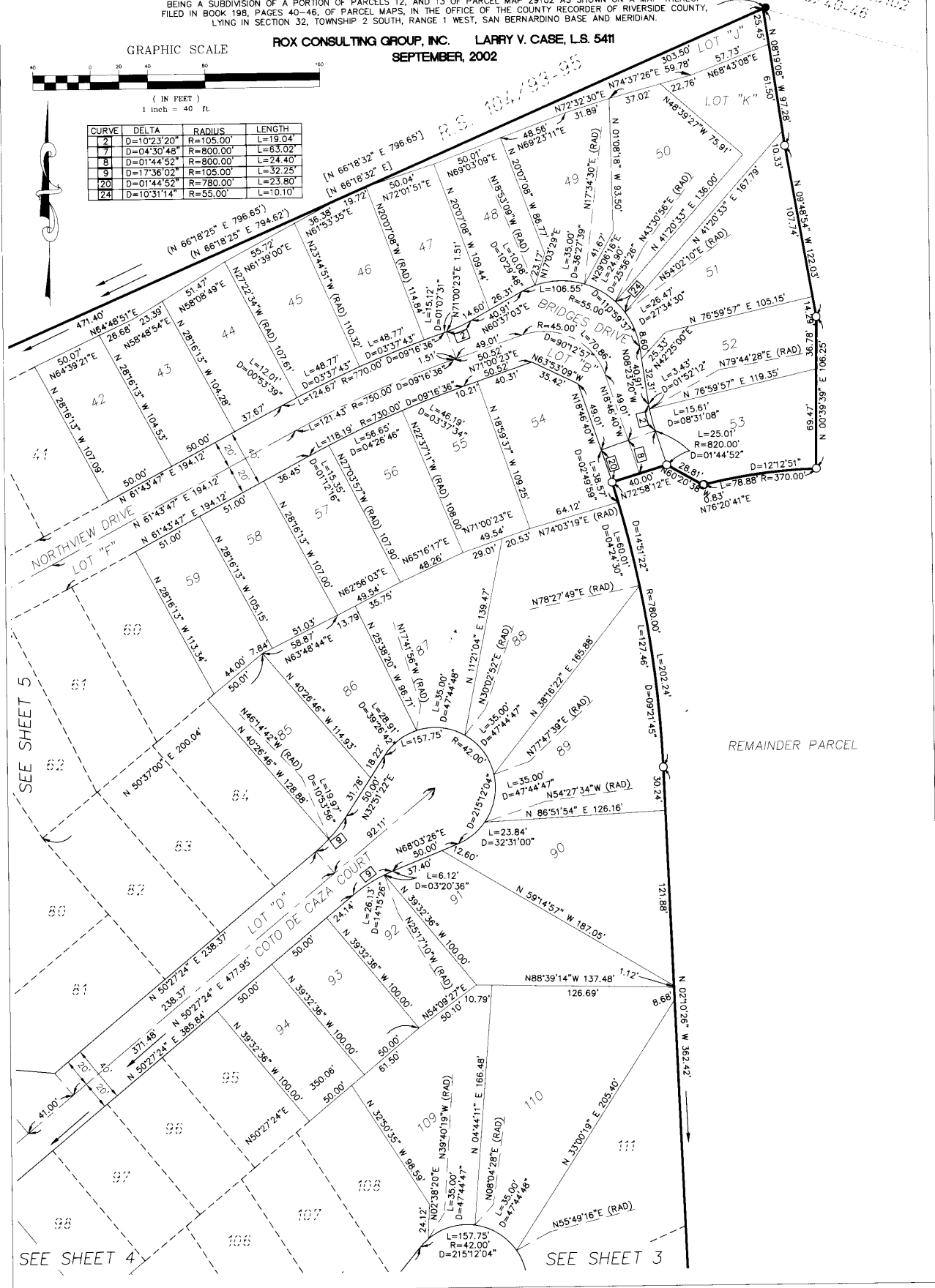
PARCEL B
PARCEL MAP 29102
PMB 198/40-46

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft

CURVE	DELTA	RADIUS	LENGTH
2	D=10°23'20"	R=105.00'	L=19.04'
7	D=04°30'48"	R=800.00'	L=63.02'
8	D=01°44'52"	R=800.00'	L=24.40'
9	D=17°36'02"	R=105.00'	L=32.28'
20	D=01°44'52"	R=780.00'	L=23.80'
24	D=10°31'14"	R=55.00'	L=10.10'



SEE SHEET 4

SEE SHEET 3

2002-701097 ORIGINAL 10/30/02

NUMBER OF LOTS:.....110
NUMBER OF LETTERED LOTS:.....13
ACREAGE IN LOTS:.....20.669
ACREAGE IN LETTERED LOTS:.....5.019
TOTAL ACREAGE:.....25.688

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

SHEET 1 OF 6 SHEETS

TRACT NO. 29189

BEING A SUBDIVISION OF A PORTION OF PARCELS 15, 16 AND "C" OF PARCEL MAP 29102 AS SHOWN ON A MAP THEREOF FILED IN BOOK 198, PAGES 40-46, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, LYING IN SECTIONS 32 AND 33, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN.

ROX CONSULTING GROUP, INC. LARRY V. CASE, L.S. 5411
SEPTEMBER, 2002

RECORDER'S STATEMENT:

FILED THIS 26TH DAY OF NOV 2002,
AT 8:00 A.M. IN BOOK 326 OF MAPS
AT PAGES 91-96, AT THE REQUEST OF
THE CLERK OF THE BOARD.
NO. 2002-701097
FEE \$17.00
GARY ORSO COUNTY RECORDER
BY: Dumb DEPUTY
SUBDIVISION GUARANTEE: NORTH AMERICAN
TITLE COMPANY

OWNER'S STATEMENT:

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

WE HEREBY DEDICATE TO THE PUBLIC USE FOR STREET AND PUBLIC UTILITY PURPOSES, LOTS "A" THROUGH "H".

WE ALSO DEDICATE TO THE CITY OF BEAUMONT FOR STORM DRAIN PURPOSES, LOT 1 AND FOR OPEN SPACE PURPOSES, LOTS "J" THROUGH "N".

TEMECULA VALLEY, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: GREYSTONE HOMES, INC.,
A DELAWARE CORPORATION
ITS MANAGER

BY: Tom Banks
NAME: Tom Banks
TITLE: VP

BENEFICIARY: WESTBROOK OAK VALLEY PROPERTIES, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, BENEFICIARY UNDER DEED OF TRUST RECORDED JULY 23, 2002 AS INSTRUMENT NO. 2002-00402804 OF OFFICIAL RECORDS.

BY: Stacy
(NAME) Stacy T. Sr. Clair
(TITLE) MEMBER

NOTARY ACKNOWLEDGEMENT:

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

ON November 13, 2002, BEFORE ME, Linda Duran, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED Tom Banks (PERSONALLY KNOWN TO ME/PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHO EXECUTED THE WITHIN INSTRUMENT AS THE Vice President OF Temecula Valley, LLC THE Managing member THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH United Liability Co EXECUTED THE SAME.

MY COMMISSION EXPIRES May 17, 2006 WITNESS MY HAND AND OFFICIAL SEAL.



Linda Duran

NOTARY ACKNOWLEDGEMENT:

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

ON November 13, 2002, BEFORE ME, Linda Duran, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED Stacy T. Sr. Clair (PERSONALLY KNOWN TO ME/PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHO EXECUTED THE WITHIN INSTRUMENT AS THE GENERAL PARTNER(S) OF Westbrook Oak Valley Properties THE Managing member LIMITED PARTNERSHIP THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH PARTNERSHIP EXECUTED THE SAME.

MY COMMISSION EXPIRES May 17, 2006 WITNESS MY HAND AND OFFICIAL SEAL.



Linda Duran

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP; THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT NO. 29189, BY THE BEAUMONT CITY COUNCIL ON JULY 16, 2002, AND ANY APPROVED ALTERATION THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF TITLE 16 OF THE BEAUMONT MUNICIPAL CODE APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT; THAT PLANS FOR DRAINS, DRAINAGE WORKS AND SEWERS SUFFICIENT TO PROTECT ALL LOTS IN THE SUBDIVISION FROM FLOODS HAVE BEEN APPROVED; THAT A COMPLETE SET OF PLANS FOR THE CONSTRUCTION OF ALL REQUIRED IMPROVEMENTS HAS BEEN FILED WITH THE COMMUNITY DEVELOPMENT DEPARTMENT AND THAT THE SAME HAVE BEEN CHECKED AND APPROVED; AND THAT ALL IMPROVEMENTS HAVE BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED PLANS OR THAT THE SUBDIVIDER HAS ENTERED INTO AGREEMENT WITH THE CITY OF BEAUMONT COVERING COMPLETION OF ALL IMPROVEMENTS AND SPECIFYING THE TIME FOR COMPLETING SAME.

FOR: DEEPAK MOORJANI, R.C.E. 51047
CITY ENGINEER, CITY OF BEAUMONT

DATED 22 NOVEMBER, 2002

BY: Dennis Wayne Janda
DENNIS WAYNE JANDA, L.S. 6359
(LIC. EXPIRES 12/31/2002)



SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I AM A REGISTERED LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA AND THAT THIS MAP CONSISTING OF SIX (6) SHEETS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING SEPTEMBER OF 1998; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN, OR WILL BE IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP. THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATED 11-13-02

BY: Larry V. Case
LARRY V. CASE, L.S. 5411
LICENSE EXPIRES: 09/30/04



SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING HAVE BEEN OMITTED:

AN EASEMENT TO THE CITY OF BEAUMONT FOR INGRESS AND EGRESS PURPOSES, SHOWN OR DEDICATED BY PARCEL MAP NO. 29102, FILED IN BOOK 198, PAGES 40-46 OF PARCEL MAPS, RIVERSIDE COUNTY, CALIFORNIA.

AN EASEMENT TO U. S. SPRINT COMMUNICATIONS COMPANY FOR INGRESS AND EGRESS PURPOSES, RECORDED MARCH 9, 1987 AS INSTRUMENT NO. 63970, OF OFFICIAL RECORDS.

A "GRANT OF EASEMENT AND COVENANT AGREEMENT" DOCUMENT, EXECUTED BY AND BETWEEN CALIFORNIA OAK VALLEY GOLF & RESORT, LLC AND OAK VALLEY PARTNERS, LP, FOR OPERATING AND MAINTAINING AN EXISTING WATER WELL PURPOSES, RECORDED SEPTEMBER 30, 1997 AS INSTRUMENT NO. 355714, OF OFFICIAL RECORDS; AND A AMENDMENT EXECUTED BY AND BETWEEN OAK VALLEY PARTNERS, LP, CALIFORNIA OAK VALLEY GOLF & RESORT, LLC AND NOBLE CREEK VILLAGE, LLC, RECORDED JUNE 23, 1998 AS INSTRUMENT NO. 255345 OF OFFICIAL RECORDS.

A "DECLARATION OF EASEMENT FOR GOLF BALLS", EXECUTED BY AND BETWEEN OAK VALLEY PARTNERS, L. P., A TEXAS LIMITED PARTNERSHIP AND WESTBROOK OAK VALLEY PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR AIRSPACE PURPOSES, RECORDED OCTOBER 1, 1998 AS INSTRUMENT NO. 424596 OF OFFICIAL RECORDS.

AN EXISTING EASEMENTS CONTAINED IN A GRANT DEED EXECUTED BY OAK VALLEY PARTNERS, L. P., A TEXAS LIMITED PARTNERSHIP AS GRANITOR AND WESTBROOK OAK VALLEY PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS GRANTEE, RECORDED OCTOBER 1, 1998 AS INSTRUMENT NO. 424597 OF OFFICIAL RECORDS.

TAX BOND CERTIFICATE:

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

DATED _____

ATTEST: GERALD A. MALONEY
CLERK OF THE BOARD OF SUPERVISORS

CASH TAX BOND
PAUL McDONNELL
COUNTY TAX COLLECTOR

BY: _____
DEPUTY

BY: _____
DEPUTY

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.

DATED November 18, 2002

BY: Paul McDonnell COUNTY TAX COLLECTOR
BY: Benjamin Janda DEPUTY

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY OF BEAUMONT AT A REGULAR MEETING THEREOF HELD ON THE 16 DAY OF JULY 2002, AND THAT THERE UPON SAID COUNCIL DID BY THE ORDER DULY PASSED AND ENTERED, APPROVED SAID MAP AND DID ACCEPT ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENTS, THE DEDICATION TO THE PUBLIC USE FOR STREET AND PUBLIC UTILITY PURPOSES, LOTS "A" THROUGH "H" INCLUSIVE. ALSO DID ACCEPT FOR STORM DRAIN PURPOSES, LOT 1 AND FOR OPEN SPACE PURPOSES, LOTS "J" THROUGH "N" INCLUSIVE.

BY: Martha L. Chance
MARTHA L. CHANCE
CITY CLERK OF THE CITY OF BEAUMONT

SOILS REPORT:

A PRELIMINARY SOILS REPORT WAS PREPARED ON THE 18TH DAY OF DECEMBER, 1998, AS A REQUIRED BY SECTION 17953 OF THE HEALTH AND SAFETY CODE OF CALIFORNIA, BY LOR GEOTECHNICAL GROUP, INC., AND IS ON FILE WITH RIVERSIDE COUNTY PLANNING DEPARTMENT.

2002-701097 ORIGINAL

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

SHEET 2 OF 6 SHEETS

TRACT NO. 29189

BEING A SUBDIVISION OF A PORTION OF PARCELS 15, 16 AND "C" OF PARCEL MAP 29102 AS SHOWN ON A MAP THEREOF FILED IN BOOK 198, PAGES 40-46, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, LYING IN SECTIONS 32 AND 33, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN.

ROX CONSULTING GROUP, INC. LARRY V. CASE, L.S. 5411

SEPTEMBER, 2002

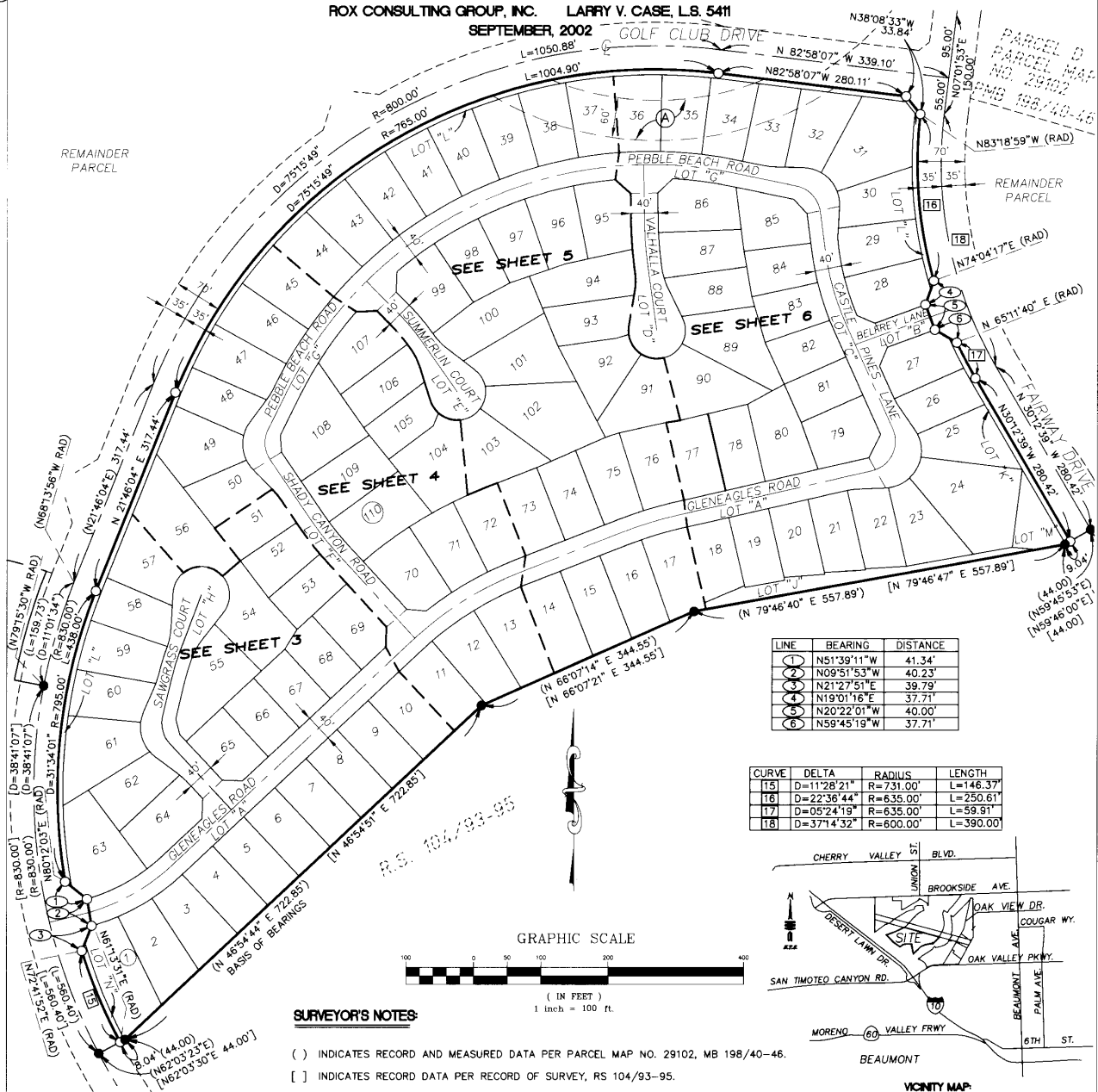
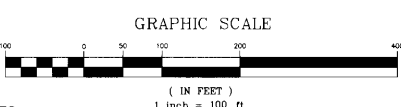


Table with 3 columns: LINE, BEARING, DISTANCE. Contains 6 rows of survey data.

Table with 4 columns: CURVE, DELTA, RADIUS, LENGTH. Contains 4 rows of curve data.



SURVEYOR'S NOTES:

- () INDICATES RECORD AND MEASURED DATA PER PARCEL MAP NO. 29102, MB 198/40-46.
[] INDICATES RECORD DATA PER RECORD OF SURVEY, RS 104/93-95.

MONUMENT NOTES:

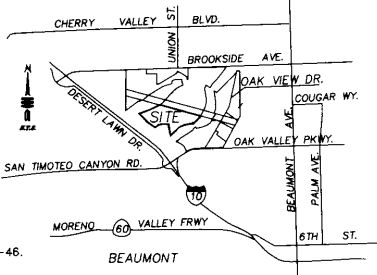
- INDICATES FOUND " I.P. W/PLASTIC PLUG STAMPED L.S. 5346, FLUSH AS SET PER RS 104/93-95
■ INDICATES FOUND MONUMENT, AS NOTED.
○ INDICATES SET 2" I.P. TAGGED L.S. 5411 OR AN 8" S. & W. STAMPED L.S. 5411 IN ASPHALT HAVING A THICKNESS OF 2" OR MORE, OR A LEAD AND TAG STAMPED L.S. 5411 IN CONCRETE TO BE SET AT ALL TRACT BOUNDARY CORNERS. UNLESS OTHERWISE NOTED.
1" I.P. TAGGED L.S. 5411 OR AN 8" S. & W. STAMPED L.S. 5411 IN ASPHALT HAVING A THICKNESS OF 2" OR MORE, OR A LEAD AND TAG STAMPED L.S. 5411 IN CONCRETE TO BE SET AT ALL CORNERS. UNLESS OTHERWISE NOTED.
8" S. & W. STAMPED L.S. 5411 IN ASPHALT HAVING A THICKNESS OF 2" OR MORE, OR A 2" I.P. TAGGED L.S. 5411 IN MEDIAN STRIP OR A LEAD AND TAG STAMPED L.S. 5411 IN CONCRETE TO BE SET AT ALL STREET CENTERLINE INTERSECTIONS, B.C.'S, E.C.'S, AND ALL OTHER CENTERLINE POINTS OF CONTROL.
ALL MONUMENTS SHOWN AS "SET" SHALL BE IN ACCORDANCE WITH THE TERMS OR THE MONUMENTATION AGREEMENT FOR THIS MAP, UNLESS OTHERWISE NOTED.

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED UPON THAT SOUTHEASTERLY LINE OF PARCEL 15 OF PARCEL MAP NO. 29102, RECORDED DECEMBER 28, 2000, IN BOOK 198, PAGES 40-46, OFFICIAL RECORDS, BEING NORTH 46° 54' 44" EAST.

EASEMENT NOTES:

- (A) INDICATES AN EXISTING EASEMENT TO THE CITY OF BEAUMONT FOR INGRESS AND EGRESS PURPOSES, SHOWN OR DEDICATED BY PARCEL MAP NO. 29102, FILED IN BOOK 198, PAGES 40-46 OF PARCEL MAPS, RIVERSIDE COUNTY, CALIFORNIA, TO BE ABANDONED HEREON.
(B) INDICATES AN EXISTING EASEMENT TO U. S. SPRINT COMMUNICATIONS COMPANY FOR INGRESS AND EGRESS PURPOSES, RECORDED MARCH 9, 1987 AS INSTRUMENT NO. 63970, OF OFFICIAL RECORDS, HAS NO LOCATION SET FORTH AND CANNOT BE PLOTTED ON THIS MAP.
(C) INDICATES AN EXISTING GRANT OF EASEMENT AND COVENANT AGREEMENT BY AND BETWEEN CALIFORNIA OAK VALLEY GOLF & RESORT LLC AND OAK VALLEY PARTNERS, LP, FOR OPERATING AND MAINTAINING AN EXISTING WATER WELL PURPOSES, RECORDED SEPTEMBER 30, 1997 AS INSTRUMENT NO. 355714, AND RE-RECORDED JUNE 23, 1998 AS INSTRUMENT NO. 255345 OF OFFICIAL RECORDS. HAS NO LOCATION SET FORTH AND CANNOT BE PLOTTED ON THIS MAP.
(D) INDICATES AN EXISTING "DECLARATION OF EASEMENT FOR GOLF BALLS", EXECUTED BY AND BETWEEN OAK VALLEY PARTNERS, L. P., A TEXAS LIMITED PARTNERSHIP AND WESTBROOK OAK VALLEY PARTNERS, LLC. A DELAWARE LIMITED LIABILITY COMPANY, FOR AIRSPACE PURPOSES, RECORDED OCTOBER 1, 1998 AS INSTRUMENT NO. 424596 OF OFFICIAL RECORDS, HAS NO LOCATION SET FORTH AND CANNOT BE PLOTTED ON THIS MAP.
(E) INDICATES AN EXISTING EASEMENTS CONTAINED IN A GRANT DEED EXECUTED BY OAK VALLEY PARTNERS, L. P., A TEXAS LIMITED PARTNERSHIP AND WESTBROOK OAK VALLEY PARTNERS, LLC. A DELAWARE LIMITED LIABILITY COMPANY, AS GRANTEE, RECORDED OCTOBER 1, 1998 AS INSTRUMENT NO. 424597 OF OFFICIAL RECORDS, HAS NO LOCATION SET FORTH AND CANNOT BE PLOTTED ON THIS MAP.



2002-701097 ORIGINAL

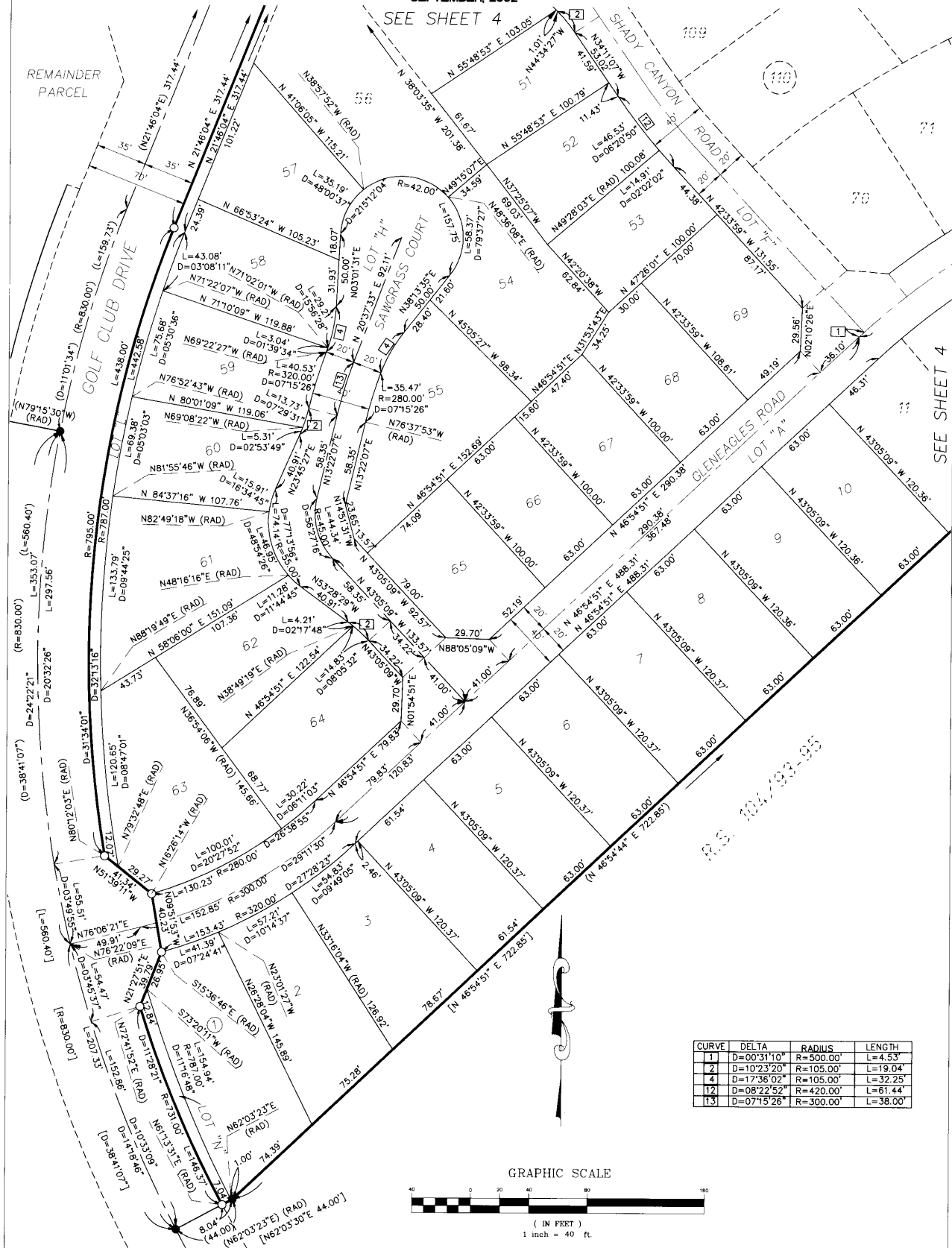
IN THE CITY OF BEAUMONT,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

SHEET 3 OF 6 SHEETS

TRACT NO. 29189

BEING A SUBDIVISION OF A PORTION OF PARCELS 15, 16 AND "C" OF PARCEL MAP 29102 AS SHOWN ON A MAP THEREOF FILED IN BOOK 198, PAGES 40-46, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, LYING IN SECTIONS 32 AND 33, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN.

ROX CONSULTING GROUP, INC. LARRY V. CASE, L.S. 5411
SEPTEMBER, 2002



2002-701097
ORIGINAL

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

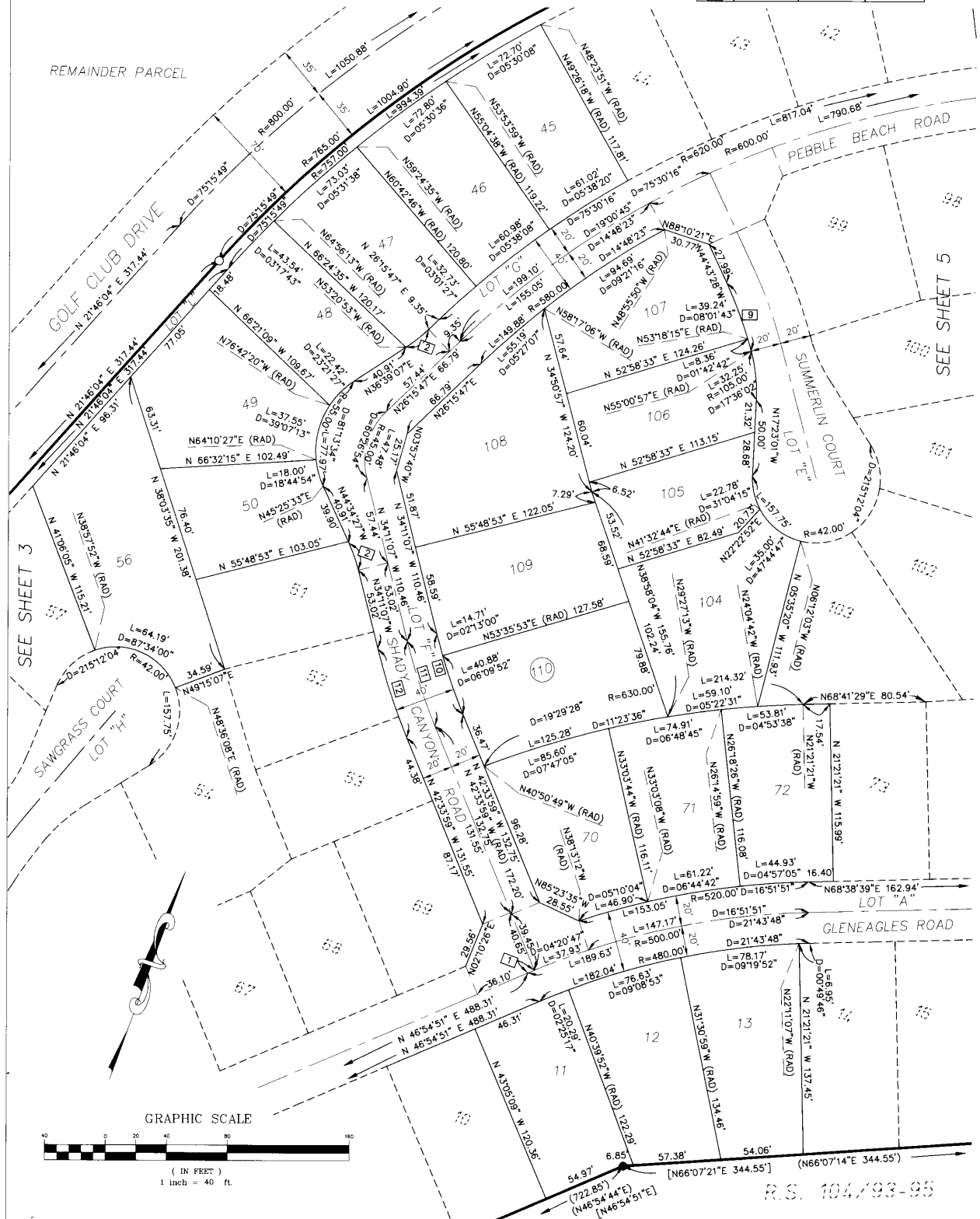
SHEET 4 OF 6 SHEETS

TRACT NO. 29189

BEING A SUBDIVISION OF A PORTION OF PARCELS 15, 16 AND "C" OF PARCEL MAP 29102 AS SHOWN ON A MAP THEREOF FILED IN BOOK 198, PAGES 40-46, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, LYING IN SECTIONS 32 AND 33, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN.

ROX CONSULTING GROUP, INC. LARRY V. CASE, L.S. 5411
SEPTEMBER, 2002

CURVE	DELTA	RADIUS	LENGTH
1	D=00°31'10"	R=500.00'	L=4.53'
2	D=10°23'20"	R=105.00'	L=19.04'
9	D=09°44'25"	R=280.00'	L=47.60'
10	D=08°22'52"	R=380.00'	L=55.59'
11	D=08°22'52"	R=400.00'	L=58.51'
12	D=08°22'52"	R=420.00'	L=61.44'



2002-101097 ORIGINAL

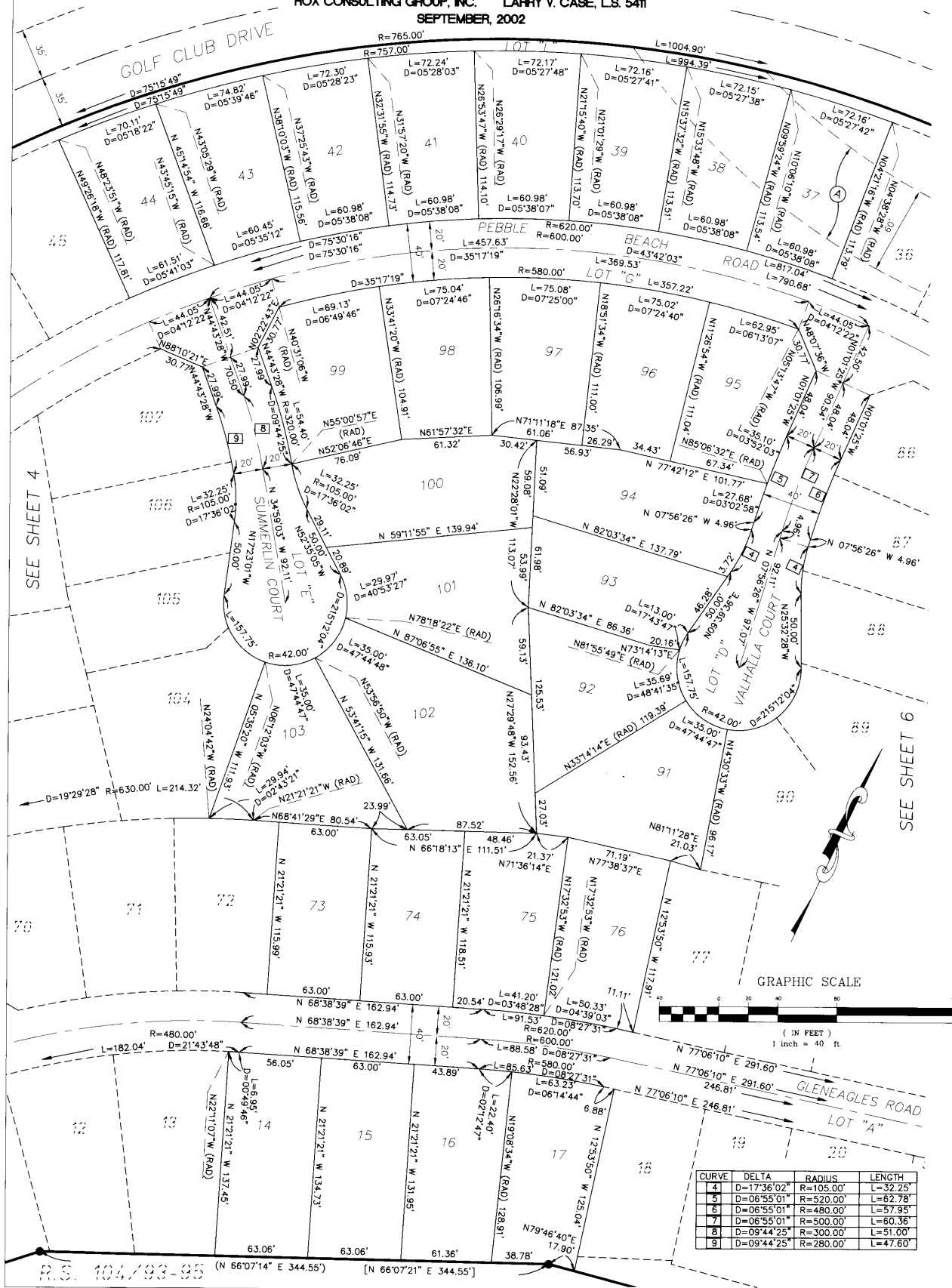
IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

SHEET 5 OF 6 SHEETS

TRACT NO. 29189

BEING A SUBDIVISION OF A PORTION OF PARCELS 15, 16 AND "C" OF PARCEL MAP 29102 AS SHOWN ON A MAP THEREOF FILED IN BOOK 198, PAGES 40-46, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, LYING IN SECTIONS 32 AND 33, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN.

ROX CONSULTING GROUP, INC. LARRY V. CASE, L.S. 5411 SEPTEMBER, 2002



CURVE	DELTA	RADIUS	LENGTH
4	D=17°36'02"	R=105.00'	L=32.25'
5	D=06°55'01"	R=520.00'	L=62.78'
6	D=06°55'01"	R=480.00'	L=57.95'
7	D=06°55'01"	R=500.00'	L=60.36'
8	D=09°44'25"	R=300.00'	L=51.00'
9	D=09°44'25"	R=280.00'	L=47.60'

R.S. 104/93-95 (N 66°07'14" E 344.55') [N 66°07'21" E 344.55']

2002-701097 ORIGINAL

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

SHEET 6 OF 6 SHEETS

TRACT NO. 29189

BEING A SUBDIVISION OF A PORTION OF PARCELS 15, 16 AND "C" OF PARCEL MAP 29102 AS SHOWN ON A MAP THEREOF FILED IN BOOK 198, PAGES 40-46, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, LYING IN SECTIONS 32 AND 33, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN.

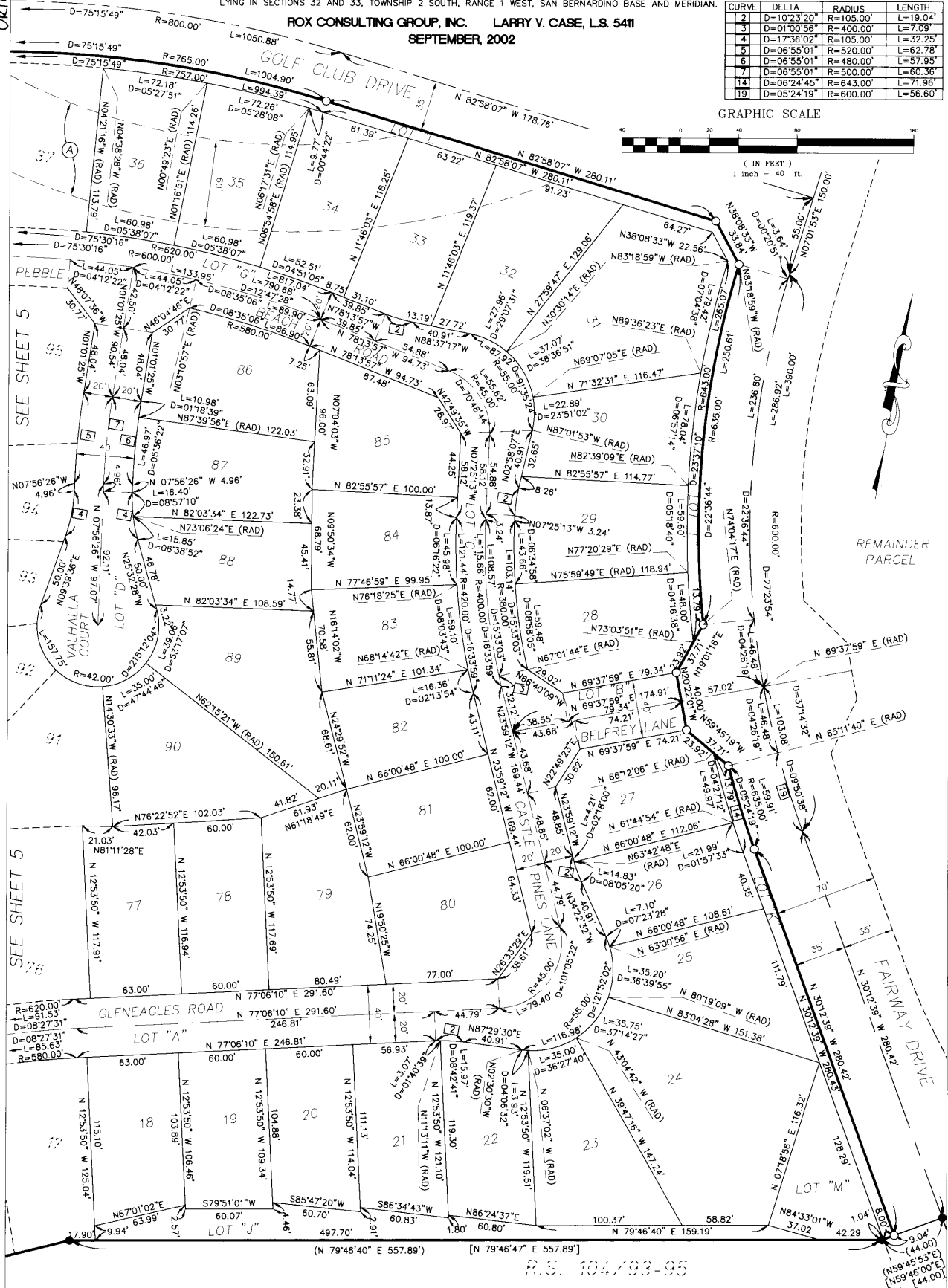
ROX CONSULTING GROUP, INC. LARRY V. CASE, L.S. 5411
SEPTEMBER, 2002

CURVE	DELTA	RADIUS	LENGTH
2	D=10'23"20"	R=105.00'	L=19.04'
3	D=01'00"56"	R=400.00'	L=7.09'
4	D=17'36"02"	R=105.00'	L=32.25'
5	D=06'55'01"	R=520.00'	L=62.78'
6	D=06'55'01"	R=480.00'	L=57.95'
7	D=06'55'01"	R=500.00'	L=60.36'
11	D=06'24'45"	R=643.00'	L=71.96'
19	D=05'24'19"	R=600.00'	L=56.60'

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft



SEE SHEET 5

SEE SHEET 5

R.S. 104/93-95

2002-701331 ORIGINAL

NUMBER OF LOTS:.....1
NUMBER OF LETTERED LOTS:.....1
ACREAGE IN LOTS:.....5.308
ACREAGE IN LETTERED LOTS:.....0.166
TOTAL ACREAGE:.....5.474

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

SHEET 1 OF 2 SHEETS

TRACT NO. 29190

BEING A SUBDIVISION OF A PORTION OF PARCEL 16 OF PARCEL MAP 29102 AS SHOWN ON A MAP THEREOF FILED IN BOOK 198, PAGES 40-46, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, LYING IN SECTIONS 32 AND 33, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN.

ROX CONSULTING GROUP, INC. LARRY V. CASE, L.S. 5411
SEPTEMBER, 2002

RECORDER'S STATEMENT:

FILED THIS 26TH DAY OF NOV., 2002, AT 8:04 A.M. IN BOOK 322 OF MAPS, AT PAGES 27-28, AT THE REQUEST OF THE CLERK OF THE BOARD.
NO. 2002-701331
FEE \$9.00
GARY ORSO, COUNTY RECORDER
BY: [Signature] DEPUTY
SUBDIVISION GUARANTEE: NORTH AMERICAN TITLE COMPANY

OWNER'S STATEMENT:

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

WE ALSO DEDICATE TO THE CITY OF BEAUMONT FOR OPEN SPACE PURPOSES, LOT "A".

TEMECULA VALLEY, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: GREYSTONE HOMES, INC.,
A DELAWARE CORPORATION
ITS MANAGER

BY: [Signature]

NAME: Jim Banks

TITLE: VP

BENEFICIARY: WESTBROOK OAK VALLEY PROPERTIES, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, BENEFICIARY UNDER DEED OF TRUST RECORDED JULY 23, 2002 AS INSTRUMENT NO. 2002-00402804 OF OFFICIAL RECORDS.

BY: [Signature]
(NAME) STEWART T. ST. CLAIR
(TITLE) MANAGER

NOTARY ACKNOWLEDGEMENT:

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

ON November 13, 2002 BEFORE ME, Linda Duran, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED Jim Banks (PERSONALLY KNOWN TO ME/PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHO EXECUTED THE WITHIN INSTRUMENT AS THE Nice President OF Temecula Valley, LLC THE Managing Member THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH United Realty Co. EXECUTED THE SAME.

MY COMMISSION EXPIRES May 17, 2006 WITNESS MY HAND AND OFFICIAL SEAL.



[Signature]

NOTARY ACKNOWLEDGEMENT:

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

ON November 13, 2002 BEFORE ME, Linda Duran, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED Stewart T. St. Clair (PERSONALLY KNOWN TO ME/PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHO EXECUTED THE WITHIN INSTRUMENT AS THE GENERAL PARTNER(S) OF Westbrook Oak Valley Properties, LLC THE Managing LIMITED PARTNERSHIP THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH PARTNERSHIP EXECUTED THE SAME.

MY COMMISSION EXPIRES May 17, 2006 WITNESS MY HAND AND OFFICIAL SEAL.



[Signature]

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP; THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT NO. 29190, BY THE BEAUMONT CITY COUNCIL ON JULY 16, 2002, AND ANY APPROVED ALTERATION THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF TITLE 16 OF THE BEAUMONT MUNICIPAL CODE APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT; THAT PLANS FOR DRAINS, DRAINAGE WORKS AND SEWERS SUFFICIENT TO PROTECT ALL LOTS IN THE SUBDIVISION FROM FLOODS HAVE BEEN APPROVED; THAT A COMPLETE SET OF PLANS FOR THE CONSTRUCTION OF ALL REQUIRED IMPROVEMENTS HAS BEEN FILED WITH THE COMMUNITY DEVELOPMENT DEPARTMENT AND THAT THE SAME HAVE BEEN CHECKED AND APPROVED; AND THAT ALL IMPROVEMENTS HAVE BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED PLANS OR THAT THE SUBDIVIDER HAS ENTERED INTO AGREEMENT WITH THE CITY OF BEAUMONT COVERING COMPLETION OF ALL IMPROVEMENTS AND SPECIFYING THE TIME FOR COMPLETING SAME.

FOR: DEEPAK MOORJANI, R.C.E. 51047
CITY ENGINEER, CITY OF BEAUMONT

DATED 22 NOVEMBER 2002

BY: [Signature]
DENNIS WAYNE JANDA/L.S. 6359
(LIC. EXPIRES 12/31/2002)



SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I AM A REGISTERED LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA AND THAT THIS MAP CONSISTING OF TWO (2) SHEETS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING SEPTEMBER OF 1998; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN, OR WILL BE IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP. THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATED 11-13-02

[Signature]
LARRY V. CASE, L.S. 5411
LICENSE EXPIRES: 09/30/04



SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING HAVE BEEN OMITTED:

AN EASEMENT TO THE CITY OF BEAUMONT FOR INGRESS AND EGRESS PURPOSES, SHOWN OR DEDICATED BY PARCEL MAP NO. 29102, FILED IN BOOK 198, PAGES 40-46 OF PARCEL MAPS, RIVERSIDE COUNTY, CALIFORNIA.

AN EASEMENT TO U. S. SPRINT COMMUNICATIONS COMPANY FOR INGRESS AND EGRESS PURPOSES, RECORDED MARCH 9, 1987 AS INSTRUMENT NO. 63970, OF OFFICIAL RECORDS.

A "GRANT OF EASEMENT AND COVENANT AGREEMENT" DOCUMENT, EXECUTED BY AND BETWEEN CALIFORNIA OAK VALLEY GOLF & RESORT, LLC AND OAK VALLEY PARTNERS, LP, FOR OPERATING AND MAINTAINING AN EXISTING WATER WELL PURPOSES, RECORDED SEPTEMBER 30, 1997 AS INSTRUMENT NO. 355714, OF OFFICIAL RECORDS; AND A AMENDMENT EXECUTED BY AND BETWEEN OAK VALLEY PARTNERS, L.P., CALIFORNIA OAK VALLEY GOLF & RESORT, LLC AND NOBLE CREEK VILLAGE, LLC, RECORDED JUNE 23, 1998 AS INSTRUMENT NO. 255345 OF OFFICIAL RECORDS.

A "DECLARATION OF EASEMENT FOR GOLF BALLS", EXECUTED BY AND BETWEEN OAK VALLEY PARTNERS, L.P., A TEXAS LIMITED PARTNERSHIP AND WESTBROOK OAK VALLEY PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR AIRSPACE PURPOSES, RECORDED OCTOBER 1, 1998 AS INSTRUMENT NO. 424596 OF OFFICIAL RECORDS.

TAX BOND CERTIFICATE:

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

DATED _____
ATTEST: GERALD A. MALONEY
CLERK OF THE BOARD OF SUPERVISORS

BY: _____
DEPUTY

CASH TAX BOND
PAUL McDONNELL
COUNTY TAX COLLECTOR

BY: _____
DEPUTY

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.

DATED November 13, 2002

PAUL McDONNELL COUNTY TAX COLLECTOR

BY: [Signature] DEPUTY

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY OF BEAUMONT AT A REGULAR MEETING THEREOF HELD ON THE 16 DAY OF JULY 2002, AND THAT THERE UPON SAID COUNCIL DID BY THE ORDER DULY PASSED AND ENTERED, APPROVED SAID MAP AND DID ACCEPT, FOR OPEN SPACE PURPOSES, LOT "A".

BY: [Signature]
MARTHA L. CHANCE
CITY CLERK OF THE CITY OF BEAUMONT

SOILS REPORT:

A PRELIMINARY SOILS REPORT WAS PREPARED ON THE 18TH DAY OF DECEMBER, 1998, AS A REQUIRED BY SECTION 17953 OF THE HEALTH AND SAFETY CODE OF CALIFORNIA, BY LOR GEOTECHNICAL GROUP, INC., AND IS ON FILE WITH RIVERSIDE COUNTY PLANNING DEPARTMENT.

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

SHEET 2 OF 2 SHEETS

TRACT NO. 29190

BEING A SUBDIVISION OF A PORTION OF PARCEL 16 OF PARCEL MAP 29102 AS SHOWN ON A MAP THEREOF FILED IN BOOK 198, PAGES 40-46, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, LYING IN SECTIONS 32 AND 33, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN.

ROX CONSULTING GROUP, INC. LARRY V. CASE, L.S. 5411
SEPTEMBER, 2002

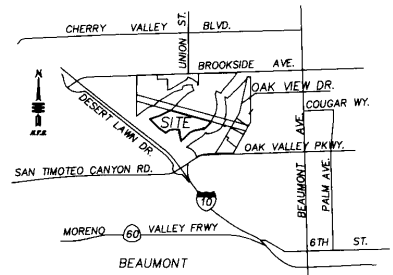
PARCEL D
PARCEL MAP 29102
PMB 198/40-46

PARCEL D
PARCEL MAP 29102
PMB 198/40-46

DETAIL "A"
N.T.S.

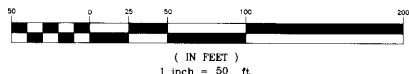
SEE DETAIL "A" ABOVE

DETAIL "B"
N.T.S.



VICINITY MAP
N.T.S.

GRAPHIC SCALE



SURVEYOR'S NOTES:

- () INDICATES RECORD AND MEASURED DATA PER PARCEL MAP NO. 29102, MB 198/40-46.
- [] INDICATES RECORD DATA PER RECORD OF SURVEY, RS 104/93-95.

MONUMENT NOTES:

- INDICATES FOUND " I.P. W/PLASTIC PLUG STAMPED LS 5346, FLUSH AS SET PER RS 104/93-95
- INDICATES FOUND MONUMENT, AS NOTED.
- INDICATES SET 2" I.P. TAGGED L.S. 5411 OR AN 8" S. & W. STAMPED L.S. 5411 IN ASPHALT HAVING A THICKNESS OF 2" OR MORE, OR A LEAD AND TAG STAMPED L.S. 5411 IN CONCRETE TO BE SET AT ALL TRACT BOUNDARY CORNERS, UNLESS OTHERWISE NOTED.
- 1" I.P. TAGGED L.S. 5411 OR AN 8" S. & W. STAMPED L.S. 5411 IN ASPHALT HAVING A THICKNESS OF 2" OR MORE. OR A LEAD AND TAG STAMPED L.S. 5411 IN CONCRETE TO BE SET AT ALL CORNERS, UNLESS OTHERWISE NOTED.
- 8" S. & W. STAMPED L.S. 5411 IN ASPHALT HAVING A THICKNESS OF 2" OR MORE, OR A 2" I.P. TAGGED L.S. 5411 IN MEDIAN STRIP OR A LEAD AND TAG STAMPED L.S. 5411 IN CONCRETE TO BE SET AT ALL STREET CENTERLINE INTERSECTIONS, B.C.'S, E.C.'S, AND ALL OTHER CENTERLINE POINTS OF CONTROL.

ALL MONUMENTS SHOWN AS, "SET" SHALL BE IN ACCORDANCE WITH THE TERMS OR THE MONUMENTATION AGREEMENT FOR THIS MAP, UNLESS OTHERWISE NOTED.

EASEMENT NOTES:

- (A) INDICATES AN EXISTING EASEMENT TO THE CITY OF BEAUMONT FOR INGRESS AND EGRESS PURPOSES, SHOWN OR DEDICATED BY PARCEL MAP NO. 29102, FILED IN BOOK 198, PAGES 40-46 OF PARCEL MAPS, RIVERSIDE COUNTY, CALIFORNIA, TO BE ABANDONED HEREON.
- (B) INDICATES AN EXISTING EASEMENT TO U. S. SPRINT COMMUNICATIONS COMPANY FOR INGRESS AND EGRESS PURPOSES, RECORDED MARCH 9, 1987 AS INSTRUMENT NO. 63970, OF OFFICIAL RECORDS, HAS NO LOCATION SET FORTH AND CANNOT BE PLOTTED ON THIS MAP.
- (C) INDICATES AN EXISTING GRANT OF EASEMENT AND COVENANT AGREEMENT BY AND BETWEEN CALIFORNIA OAK VALLEY GOLF & RESORT LLC AND OAK VALLEY PARTNERS, LP, FOR OPERATING AND MAINTAINING AN EXISTING WATER WELL PURPOSES, RECORDED SEPTEMBER 30, 1997 AS INSTRUMENT NO. 355714, AND RE-RECORDED JUNE 23, 1998 AS INSTRUMENT NO. 255345 OF OFFICIAL RECORDS. HAS NO LOCATION SET FORTH AND CANNOT BE PLOTTED ON THIS MAP.
- (D) INDICATES AN EXISTING "DECLARATION OF EASEMENT FOR GOLF BALLS", EXECUTED BY AND BETWEEN OAK VALLEY PARTNERS, L.P., A TEXAS LIMITED PARTNERSHIP AND WESTBROOK OAK VALLEY PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR AIRSPACE PURPOSES, RECORDED OCTOBER 1, 1998 AS INSTRUMENT NO. 424596 OF OFFICIAL RECORDS, HAS NO LOCATION SET FORTH AND CANNOT BE PLOTTED ON THIS MAP.
- (E) INDICATES AN EXISTING EASEMENTS CONTAINED IN A GRANT DEED EXECUTED BY OAK VALLEY PARTNERS, L.P., A TEXAS LIMITED PARTNERSHIP AS GRANTOR AND WESTBROOK OAK VALLEY PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS GRANTEE, RECORDED OCTOBER 1, 1998 AS INSTRUMENT NO. 424597 OF OFFICIAL RECORDS, HAS NO LOCATION SET FORTH AND CANNOT BE PLOTTED ON THIS MAP.

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED UPON THAT SOUTHEASTERLY LINE OF PARCEL 16 OF PARCEL MAP NO. 29102, RECORDED DECEMBER 28, 2000, IN BOOK 198, PAGES 40-46, OFFICIAL RECORDS, BEING NORTH 47° 41' 19" EAST.

2002-101331 ORIGINAL

2003-472330
ORIGINAL

NUMBER OF LOTS:.....124
NUMBER OF LETTERED LOTS:.....13
ACREAGE IN LOTS:.....18.594
ACREAGE IN LETTERED LOTS:..... 6.128
TOTAL ACREAGE:.....24.722

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

SHEET 1 OF 6 SHEETS

AMENDING MAP
TRACT NO. 29186

AMENDED TRACT 29186, BEING A SUBDIVISION OF LOTS 1 THRU 124, LETTERED LOTS A THRU G AND I THRU M, OF TRACT 29186 AS SHOWN ON MAP ON FILE IN BOOK 326 PAGES 81 THROUGH 86, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN.

ROX CONSULTING GROUP, INC. LARRY V. CASE, L.S. 5411
MAY, 2003

RECORDER'S STATEMENT:

FILED THIS 26th DAY OF ~~June~~ 2003, AT 9:11 A.M. IN BOOK 331 OF MAPS, AT PAGES 6208 AT THE REQUEST OF THE CLERK OF THE BOARD.
NO. 2003-472330
FEE \$ 17.00
GARY ORSO, COUNTY RECORDER
BY: [Signature] DEPUTY
SUBDIVISION GUARANTEE: FIRST AMERICAN TITLE COMPANY

OWNER'S STATEMENT:

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

WE HEREBY RETAIN LOTS "A" THROUGH "G", INDICATED AS "PRIVATE STREETS" AND WILL BE OWNED AND MAINTAINED BY HOMEOWNERS ASSOCIATION, AS SHOWN HEREON FOR PRIVATE USE FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNORS, AND LOT OWNERS WITHIN THIS TRACT MAP.

WE ALSO HEREBY RETAIN LOTS "K" THROUGH "N" FOR OPEN SPACE, AND WILL BE OWNED AND MAINTAINED BY HOMEOWNERS ASSOCIATION, AS SHOWN HEREON.

WE HEREBY DEDICATE TO THE CITY OF BEAUMONT, AN EASEMENT FOR INGRESS, EGRESS AND ACCESS PURPOSES WITHIN LOTS "K" "L" AND "M" AS SHOWN HEREON.

WE ALSO HEREBY DEDICATE TO THE CITY OF BEAUMONT, AN EASEMENT FOR PUBLIC UTILITY PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES WITHIN LOTS "A" THOROUGH "G", INCLUSIVE.

WE HEREBY DEDICATE TO THE CITY OF BEAUMONT FOR OPEN SPACE AND CFD MAINTENANCE DISTRICT EASEMENT PURPOSES, LOTS "I" AND "J", AS SHOWN HEREON.

PULTE HOME CORPORATION, A MICHIGAN CORPORATION

By: [Signature]
RONALD J. RAKUNAS
DIVISION PRESIDENT SOUTHERN CALIFORNIA ACTIVE ADULT

SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I AM A REGISTERED LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA, AND THE ONLY CORRECTIONS SHOWN ON THIS AMENDING MAP ARE THOSE PROVIDED FOR IN SECTION 66469 OF THE SUBDIVISION MAP ACT, AND THE NAMES OF THE PRESENT FEE OWNERS OF THE PROPERTY AFFECTED ARE AS FOLLOWS:

DATED 5-21-03

[Signature]
LARRY V. CASE, L.S. 5411
LICENSE EXPIRES: 09/30/04



SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING HAVE BEEN OMITTED:

AN EASEMENT TO U. S. SPRINT COMMUNICATIONS COMPANY FOR INGRESS AND EGRESS PURPOSES, RECORDED MARCH 9, 1987 AS INSTRUMENT NO. 63970, OF OFFICIAL RECORDS.

A "DECLARATION OF EASEMENT FOR GOLF BALLS", EXECUTED BY AND BETWEEN OAK VALLEY PARTNERS, L. P., A TEXAS LIMITED PARTNERSHIP AND WESTBROOK OAK VALLEY PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR AIRSPACE PURPOSES, RECORDED OCTOBER 1, 1998 AS INSTRUMENT NO. 424596 OF OFFICIAL RECORDS.

AN EXISTING EASEMENTS CONTAINED IN A GRANT DEED EXECUTED BY OAK VALLEY PARTNERS, L. P., A TEXAS LIMITED PARTNERSHIP AS GRANTOR AND WESTBROOK OAK VALLEY PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS GRANTEE, RECORDED OCTOBER 1, 1998 AS INSTRUMENT NO. 424597 OF OFFICIAL RECORDS.

NOTARY ACKNOWLEDGEMENT:

STATE OF CALIFORNIA }
COUNTY OF RIVERSIDE }

ON May 14, 2003 BEFORE ME, Julie D. Varguez, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED Ronald J. Rakunas (PERSONALLY KNOWN TO ME, PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHO EXECUTED THE WITHIN INSTRUMENT AS THE Division President OF Pulte Home Corp. THE Person THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH Person EXECUTED THE SAME.

MY COMMISSION EXPIRES Oct. 23, 2001 WITNESS MY HAND AND OFFICIAL SEAL.

[Signature]
Julie D. Varguez

TAX BOND CERTIFICATE:

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

DATED _____
ATTEST: NANCY ROMERO CASH TAX BOND
CLERK OF THE BOARD OF SUPERVISORS PAUL McDONNELL
COUNTY TAX COLLECTOR
BY: _____ DEPUTY BY: _____ DEPUTY

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.

DATED _____
BY: _____ COUNTY TAX COLLECTOR
DEPUTY

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP; THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT NO. 29186, BY THE BEAUMONT CITY COUNCIL ON JULY 16, 2002, AND ANY APPROVED ALTERATION THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF TITLE 16 OF THE BEAUMONT MUNICIPAL CODE APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT; THAT PLANS FOR DRAINS, DRAINAGE WORKS AND SEWERS SUFFICIENT TO PROTECT ALL LOTS IN THE SUBDIVISION FROM FLOODS HAVE BEEN APPROVED; THAT A COMPLETE SET OF PLANS FOR THE CONSTRUCTION OF ALL REQUIRED IMPROVEMENTS HAS BEEN FILED WITH THE COMMUNITY DEVELOPMENT DEPARTMENT AND THAT THE SAME HAVE BEEN CHECKED AND APPROVED; AND THAT ALL IMPROVEMENTS HAVE BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED PLANS OR THAT THE SUBDIVIDER HAS ENTERED INTO AGREEMENT WITH THE CITY OF BEAUMONT COVERING COMPLETION OF ALL IMPROVEMENTS AND SPECIFYING THE TIME FOR COMPLETING SAME.

FOR: DEEPAK MOORJANI, R.C.E. 51047
CITY ENGINEER, CITY OF BEAUMONT

DATED 10 JUNE 2003

By: [Signature]
DENNIS WAYNE JANDA, L.S. 6359
(LIC. EXPIRES 12/31/2006)



CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY OF BEAUMONT AT A REGULAR MEETING THEREOF HELD ON THE 16 DAY OF JULY 2002, AND THAT THERE UPON SAID COUNCIL DID BY THE ORDER DULY PASSED AND ENTERED, APPROVED SAID MAP AND DID ACCEPT THE DEDICATION OF AN EASEMENT FOR INGRESS, EGRESS AND ACCESS PURPOSES WITHIN LOTS "K", "L" AND "M" AS SHOWN HEREON, ALSO DID ACCEPT THE EASEMENT FOR PUBLIC UTILITY PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES WITHIN LOTS "A" THROUGH "G", INCLUSIVE, AND DID ACCEPT THE DEDICATION FOR OPEN SPACE AND CFD MAINTENANCE DISTRICT EASEMENT PURPOSES IN FEE SIMPLE, LOTS "I" AND "J", AS SHOWN HEREON.

By: [Signature]
MARTHA L. CHANCE
CITY CLERK OF THE CITY OF BEAUMONT

SOILS REPORT:

A PRELIMINARY SOILS REPORT WAS PREPARED ON THE 18TH DAY OF DECEMBER, 1998, AS A REQUIRED BY SECTION 17953 OF THE HEALTH AND SAFETY CODE OF CALIFORNIA, BY LOR GEOTECHNICAL GROUP, INC., AND IS ON FILE WITH RIVERSIDE COUNTY PLANNING DEPARTMENT.

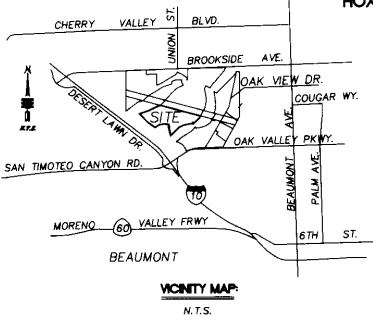
2003-472330 ORIGINAL

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. AMENDING MAP TRACT NO. 29186

SHEET 2 OF 6 SHEETS

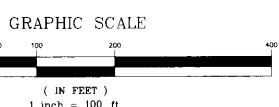
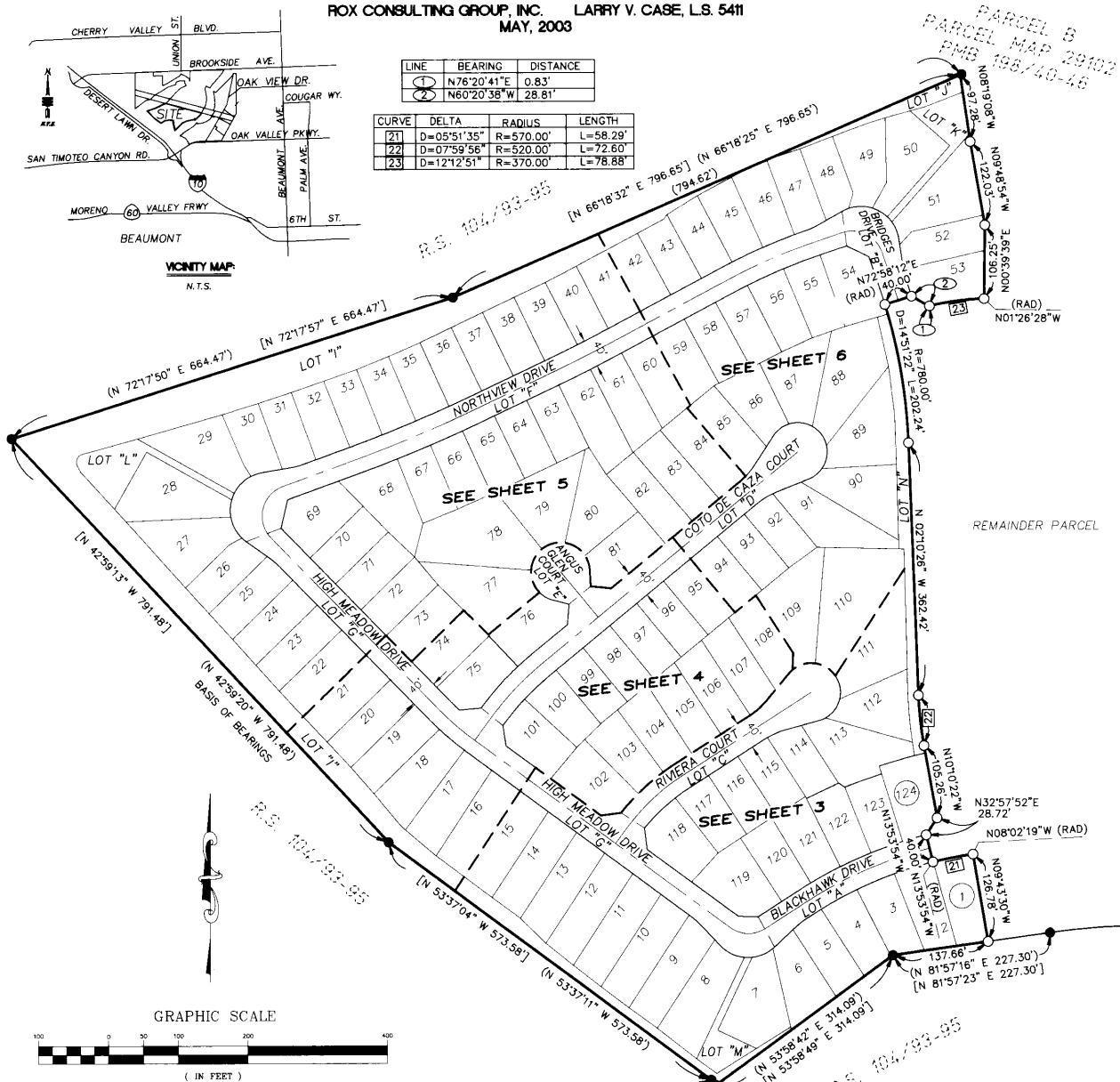
AMENDED TRACT 29186, BEING A SUBDIVISION OF LOTS 1 THRU 124, LETTERED LOTS A THRU G AND I THRU M, OF TRACT 29186 AS SHOWN ON MAP ON FILE IN BOOK 326 PAGES 81 THROUGH 86, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN.

ROX CONSULTING GROUP, INC. LARRY V. CASE, L.S. 5411
MAY, 2003



LINE	BEARING	DISTANCE
1	N76°20'41"E	0.83'
2	N60°20'38"W	28.81'

CURVE	DELTA	RADIUS	LENGTH
21	D=05°51'35"	R=570.00'	L=58.29'
22	D=07°59'56"	R=520.00'	L=72.60'
23	D=12°12'51"	R=370.00'	L=78.88'



SURVEYOR'S NOTES:

- () INDICATES RECORD AND MEASURED DATA PER PARCEL MAP NO. 29102, MB 198/40-46.
- [] INDICATES RECORD DATA PER RECORD OF SURVEY, RS 104/93-95.

EASEMENT NOTES:

- (A) INDICATES AN EXISTING EASEMENT TO U. S. SPRINT COMMUNICATIONS COMPANY FOR INGRESS AND EGRESS PURPOSES, RECORDED MARCH 9, 1987 AS INSTRUMENT NO. 63970, OF OFFICIAL RECORDS, HAS NO LOCATION SET FORTH AND CANNOT BE PLOTTED ON THIS MAP.
- (B) INDICATES AN EXISTING "DECLARATION OF EASEMENT FOR GOLF BALLS", EXECUTED BY AND BETWEEN OAK VALLEY PARTNERS, L. P., A TEXAS LIMITED PARTNERSHIP AND WESTBROOK OAK VALLEY PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR AIRSPACE PURPOSES, RECORDED OCTOBER 1, 1998 AS INSTRUMENT NO. 424596 OF OFFICIAL RECORDS, HAS NO LOCATION SET FORTH AND CANNOT BE PLOTTED ON THIS MAP.
- (C) INDICATES AN EXISTING EASEMENTS CONTAINED IN A GRANT DEED EXECUTED BY OAK VALLEY PARTNERS, L. P., A TEXAS LIMITED PARTNERSHIP AS GRANTOR AND WESTBROOK OAK VALLEY PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS GRANTEE, RECORDED OCTOBER 1, 1998 AS INSTRUMENT NO. 424597 OF OFFICIAL RECORDS, HAS NO LOCATION SET FORTH AND CANNOT BE PLOTTED ON THIS MAP.

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED UPON THAT SOUTHWESTERLY LINE OF PARCEL 13 OF PARCEL MAP NO. 29102, RECORDED DECEMBER 28, 2000, IN BOOK 198, PAGES 40-46, OFFICIAL RECORDS, BEING NORTH 42° 59' 20" WEST.

MONUMENT NOTES:

- INDICATES FOUND " I.P. W/PLASTIC PLUG STAMPED LS 5346, FLUSH AS SET PER RS 104/93-95
- INDICATES FOUND MONUMENT, AS NOTED.
- INDICATES SET 2" I.P. TAGGED L.S. 5411 OR AN 8" S. & W. STAMPED L.S. 5411 IN ASPHALT HAVING A THICKNESS OF 2" OR MORE, OR A LEAD AND TAG STAMPED L.S. 5411 IN CONCRETE TO BE SET AT ALL TRACT BOUNDARY CORNERS. UNLESS OTHERWISE NOTED.
- 1" I.P. TAGGED L.S. 5411 OR AN 8" S. & W. STAMPED L.S. 5411 IN ASPHALT HAVING A THICKNESS OF 2" OR MORE. OR A LEAD AND TAG STAMPED L.S. 5411 IN CONCRETE TO BE SET AT ALL CORNERS. UNLESS OTHERWISE NOTED.
- 8" S. & W. STAMPED L.S. 5411 IN ASPHALT HAVING A THICKNESS OF 2" OR MORE, OR A 2" I.P. TAGGED L.S. 5411 IN MEDIAN STRIP OR A LEAD AND TAG STAMPED L.S. 5411 IN CONCRETE TO BE SET AT ALL STREET CENTERLINE INTERSECTIONS, B.C.'S, E.C.'S, AND ALL OTHER CENTERLINE POINTS OF CONTROL.
- ALL MONUMENTS SHOWN AS, "SET" SHALL BE IN ACCORDANCE WITH THE TERMS OR THE MONUMENTATION AGREEMENT FOR THIS MAP, UNLESS OTHERWISE NOTED.

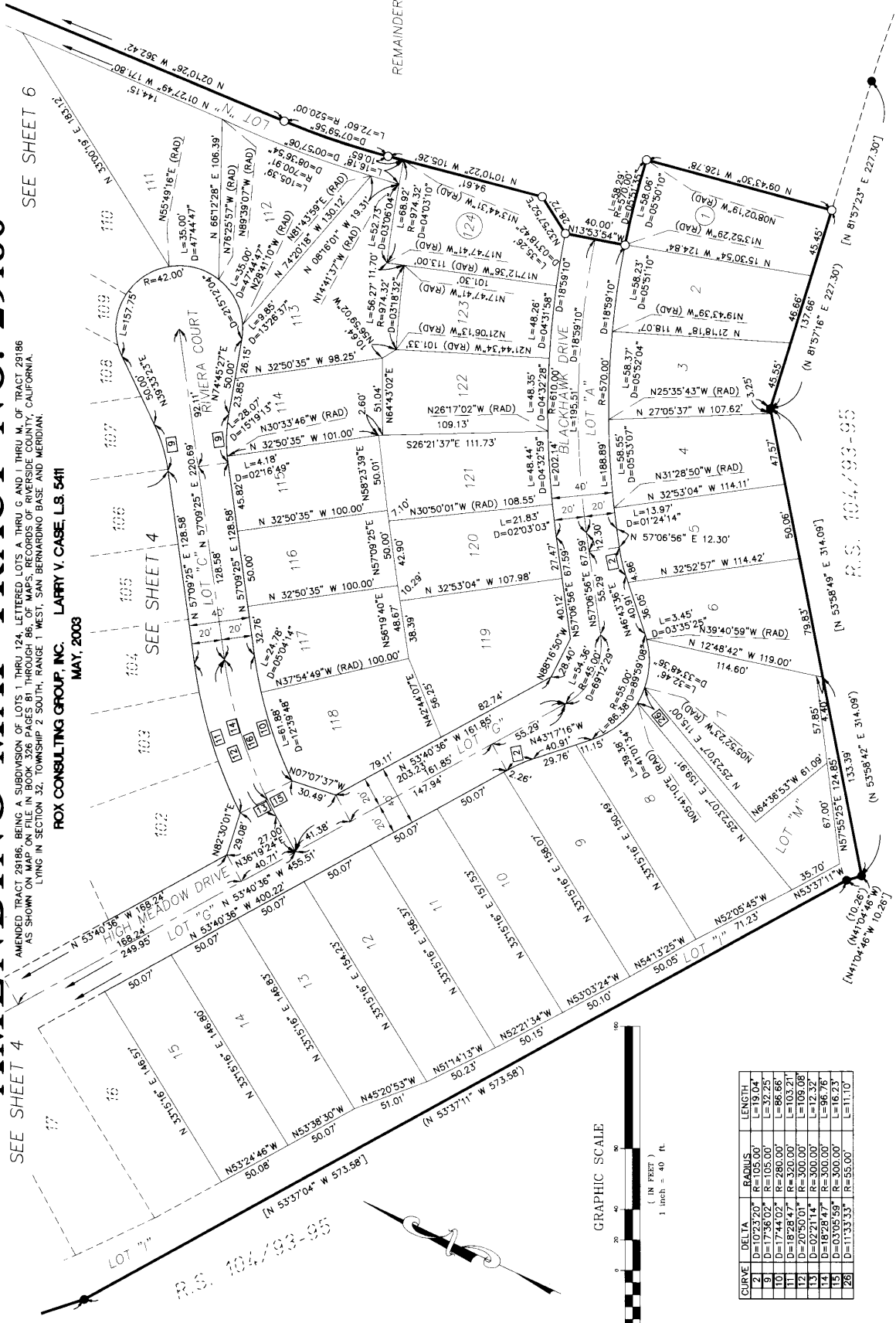
2003-472330 ORIGINAL SHEET 3 OF 6 SHEETS

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

AMENDING MAP TRACT NO. 29186

AMENDED TRACT 29186, BEING A SUBDIVISION OF LOTS 1 THRU 124, LETTERED LOTS A, THRU G, AND I, THRU M, OF TRACT 29186 AS SHOWN ON MAP ON FILE IN BOOK 326 PAGES 81 THROUGH 86, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE, AND MERIDIAN.

ROX CONSULTING GROUP, INC. LARRY V. CASE, L.S. 5411
MAY, 2003



CURVE	DELTA	RADIUS	LENGTH
2	D=10°23'20"	R=105.00'	L=19.04'
3	D=17°36'02"	R=105.00'	L=32.25'
10	D=17°44'02"	R=280.00'	L=86.66'
11	D=18°28'47"	R=320.00'	L=103.21'
12	D=20°50'01"	R=300.00'	L=109.08'
13	D=02°21'14"	R=300.00'	L=36.76'
14	D=03°05'59"	R=300.00'	L=36.23'
26	D=11°33'33"	R=55.00'	L=11.10'

2003-472330
ORIGINAL

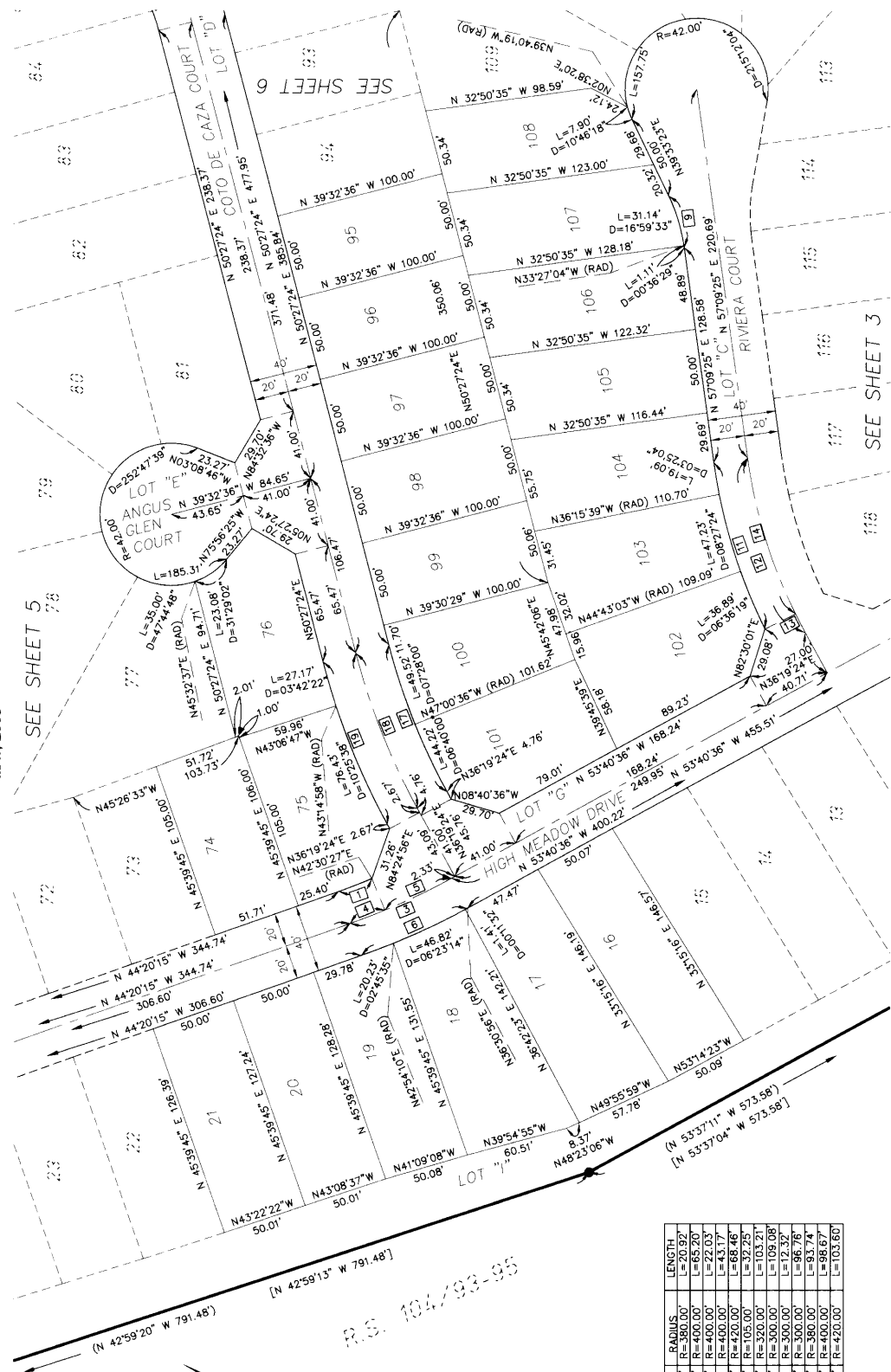
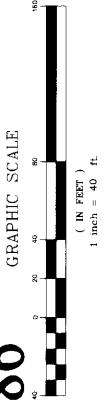
SHEET 4 OF 6 SHEETS

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

AMENDING MAP TRACT NO. 29186

AMENDED TRACT 29186, BEING A SUBDIVISION OF LOTS 1 THRU 124, LETTERED LOTS A THRU G AND I, THRU M, OF TRACT 29186 AS SHOWN ON MAP ON FILE IN BOOK 326 PAGES 81 THROUGH 86, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN.

ROX CONSULTING GROUP, INC. LARRY V. CASE, L.S. 5411
MAY, 2003



R.S. 104.93-95

CURVE	DELTA	RADIUS	LENGTH
1	D=03°09'18"	R=380.00	L=20.92
2	D=09°20'21"	R=400.00	L=65.20
3	D=03°09'18"	R=400.00	L=43.19
4	D=03°09'18"	R=400.00	L=43.19
5	D=09°20'21"	R=400.00	L=65.20
6	D=17°36'02"	R=105.00	L=32.25
7	D=18°28'47"	R=320.00	L=103.21
8	D=20°50'01"	R=300.00	L=109.08
9	D=02°21'14"	R=300.00	L=12.32
10	D=18°28'47"	R=300.00	L=96.76
11	D=14°08'00"	R=380.00	L=93.74
12	D=14°08'00"	R=380.00	L=93.74
13	D=14°08'00"	R=400.00	L=96.67
14	D=14°08'00"	R=400.00	L=96.67
15	D=14°08'00"	R=420.00	L=103.60

2003-4172330 ORIGINAL

SHEET 5 OF 6 SHEETS

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

AMENDING MAP TRACT NO. 29186

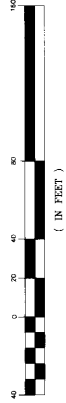
AMENDED TRACT 29186, BEING A SUBDIVISION OF LOTS 1 THRU G AND I THRU M, OF TRACT 29186 AS SHOWN ON MAP ON FILE IN BOOK 326 PAGES 81, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN.

ROY CONSULTING GROUP, INC. LARRY V. CASE, L.S. 5411

MAY, 2003

R.S. 104/93-95

GRAPHIC SCALE



CURVE	DELTA	RADIUS	LENGTH
1	D=107°32'00"	R=105.00'	L=19.04'
2	D=17°36'02"	R=105.00'	L=32.25'
25	D=10°32'05"	R=55.00'	L=10.11'

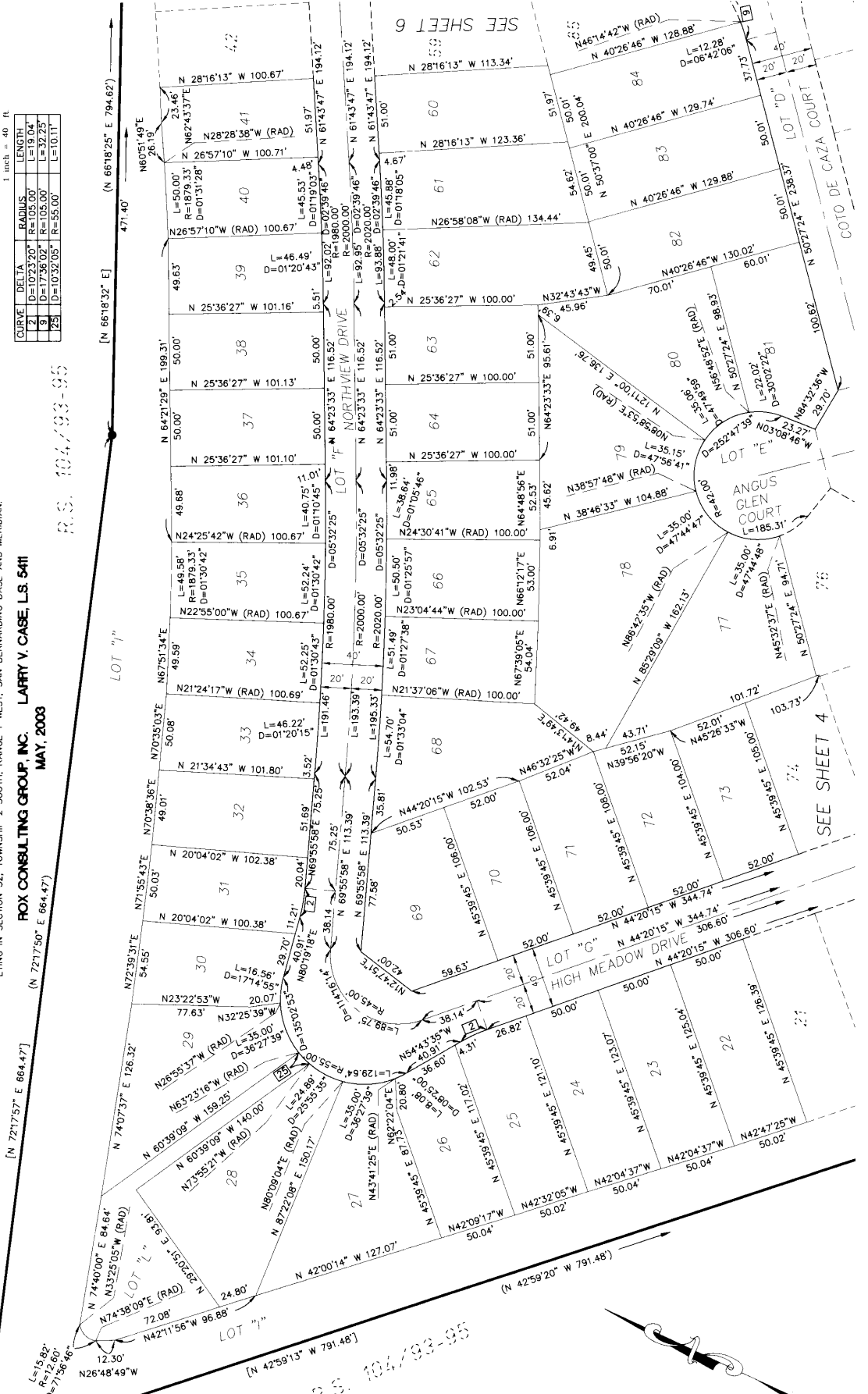
(N 72°17'57" E 664.47')

(N 72°17'50" E 664.47')

LOT "I"

(N 66°18'32" E)

(N 66°18'25" E 794.62')



R.S. 104/93-95

2003-472530 ORIGINAL

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

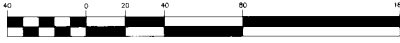
SHEET 6 OF 6 SHEETS

AMENDING MAP TRACT NO. 29186

AMENDED TRACT 29186, BEING A SUBDIVISION OF LOTS 1 THRU 124, LETTERED LOTS A THRU G AND I THRU M, OF TRACT 29186 AS SHOWN ON MAP ON FILE IN BOOK 326 PAGES 81 THROUGH 86, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN.

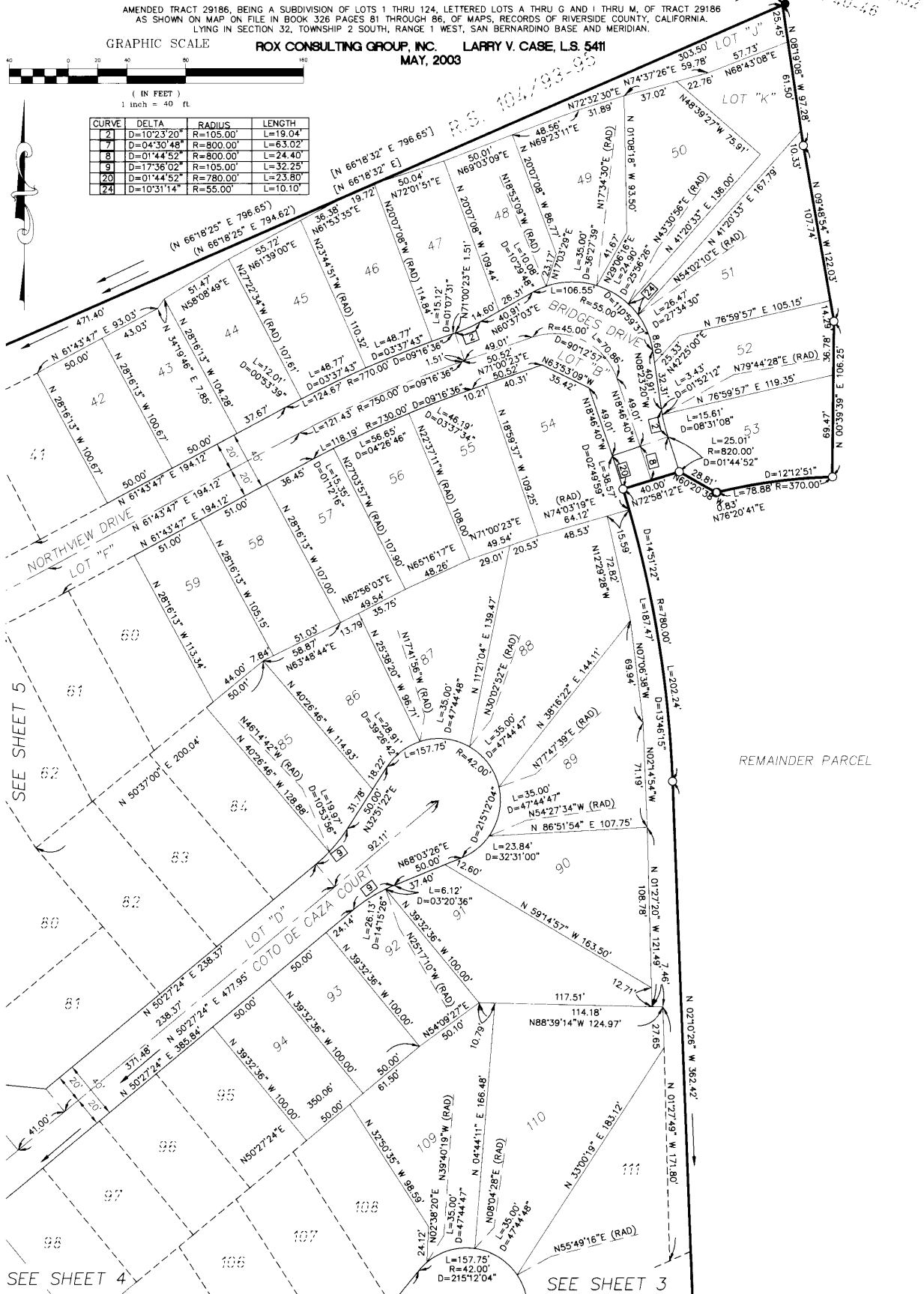
GRAPHIC SCALE

ROX CONSULTING GROUP, INC. LARRY V. CASE, L.S. 5411
MAY, 2003



(IN FEET)
1 inch = 40 ft

CURVE	DELTA	RADIUS	LENGTH
7	D=10°23'20"	R=105.00'	L=19.04'
7	D=04°30'48"	R=800.00'	L=63.02'
8	D=01°44'52"	R=800.00'	L=24.40'
9	D=17°36'02"	R=105.00'	L=32.25'
20	D=01°44'52"	R=780.00'	L=23.80'
24	D=10°31'14"	R=55.00'	L=10.10'



SEE SHEET 4

SEE SHEET 3

2003-472479
02/16/04

NUMBER OF LOTS:.....57
NUMBER OF LETTERED LOTS:.....7
ACREAGE IN LOTS:.....6.270
ACREAGE IN LETTERED LOTS:.....1.788
TOTAL ACREAGE:.....8.058

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

SHEET 1 OF 4 SHEETS

AMENDING MAP TRACT NO. 29187

AMENDED MAP 29187, BEING A SUBDIVISION OF LOTS 1 THROUGH 50, PORTIONS OF LOTS 51 AND 52, AND 53 THROUGH 57, LETTER LOTS A THROUGH D, F, G, AND H, OF TRACT 29187 AS SHOWN ON MAP ON FILE IN BOOK 326 PAGES 87 THROUGH 90, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

LYING IN SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN.

ROX CONSULTING GROUP, INC. LARRY V. CASE, L.S. 5411

MAY, 2003

RECORDER'S STATEMENT:

FILED THIS 26th DAY OF June, 2003,
AT 8 A.M. IN BOOK 327 OF MAPS,
AT PAGES 87-92, AT THE REQUEST OF
THE CLERK OF THE BOARD.
NO. 2003-472479
FEE \$13.00
GARY ORSO, COUNTY RECORDER
BY: [Signature], DEPUTY
SUBDIVISION GUARANTEE: FIRST AMERICAN
TITLE COMPANY

OWNER'S STATEMENT:

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

WE HEREBY RETAIN LOTS "A" THROUGH "D", INDICATED AS "PRIVATE STREETS" AND WILL BE OWNED AND MAINTAINED BY HOMEOWNERS ASSOCIATION, AS SHOWN HEREON FOR PRIVATE USE FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNS, AND LOT OWNERS WITHIN THIS TRACT MAP.

WE ALSO HEREBY RETAIN LOTS "G" AND "H" FOR OPEN SPACE PURPOSES, AND WILL BE OWNED AND MAINTAINED BY HOMEOWNERS ASSOCIATION, AS SHOWN HEREON.

WE HEREBY DEDICATE TO THE CITY OF BEAUMONT, AN EASEMENT FOR PUBLIC UTILITY PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES WITHIN LOTS "A" THROUGH "D", INCLUSIVE.

WE ALSO HEREBY DEDICATE TO THE CITY OF BEAUMONT FOR OPEN SPACE AND CFD MAINTENANCE DISTRICT EASEMENT PURPOSES, LOT "F" AS SHOWN HEREON.

PULTE HOME CORPORATION, A MICHIGAN CORPORATION

BY: [Signature]
RONALD J. RAKUNAS AKA RON J. RAKUNAS
DIVISION PRESIDENT SOUTHERN CALIFORNIA ACTIVE ADULT

NOTARY ACKNOWLEDGEMENT:

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

ON 4/3/03 BEFORE ME, Nancy E. Abbott, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED Ron J. Rakunas (PERSONALLY KNOWN TO ME) /PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHO EXECUTED THE WITHIN INSTRUMENT AS THE Division President OF Pulte Home Corporation THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH Corporation EXECUTED THE SAME.

MY COMMISSION EXPIRES January 16, 2005 WITNESS MY HAND AND OFFICIAL SEAL.

[Signature]

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP; THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT NO. 29187, BY THE BEAUMONT CITY COUNCIL ON JULY 16, 2002, AND ANY APPROVED ALTERATION THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF TITLE 16 OF THE BEAUMONT MUNICIPAL CODE APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT; THAT PLANS FOR DRAINS, DRAINAGE WORKS AND SEWERS SUFFICIENT TO PROTECT ALL LOTS IN THE SUBDIVISION FROM FLOODS HAVE BEEN APPROVED; THAT A COMPLETE SET OF PLANS FOR THE CONSTRUCTION OF ALL REQUIRED IMPROVEMENTS HAS BEEN FILED WITH THE COMMUNITY DEVELOPMENT DEPARTMENT AND THAT THE SAME HAVE BEEN CHECKED AND APPROVED; AND THAT ALL IMPROVEMENTS HAVE BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED PLANS OR THAT THE SUBDIVIDER HAS ENTERED INTO AGREEMENT WITH THE CITY OF BEAUMONT COVERING COMPLETION OF ALL IMPROVEMENTS AND SPECIFYING THE TIME FOR COMPLETING SAME.

FOR: DEEPAK MOORJANI, R.C.E. 51047
CITY ENGINEER, CITY OF BEAUMONT

DATED 10 JUNE, 2003

BY: [Signature]
DENNIS WAYNE JANDA, L.S. 6359
(LIC. EXPIRES 12/31/2006)



SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I AM A REGISTERED LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA AND THE ONLY CORRECTIONS SHOWN ON THIS AMENDING MAP ARE THOSE PROVIDED FOR IN SECTION 66469 OF THE SUBDIVISION MAP ACT, AND THE NAMES OF THE PRESENT FEE OWNERS OF THE PROPERTY AFFECTED ARE AS FOLLOWS:

PULTE HOME CORPORATION
A MICHIGAN CORPORATION

DATED 6-2-03

[Signature]
LARRY V. CASE, L.S. 5411
LICENSE EXPIRES: 09/30/04



SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING HAVE BEEN OMITTED:

AN EASEMENT TO THE CITY OF BEAUMONT FOR INGRESS AND EGRESS PURPOSES, SHOWN OR DEDICATED BY PARCEL MAP NO. 29102, FILED IN BOOK 198, PAGES 40-46 OF PARCEL MAPS, RIVERSIDE COUNTY, CALIFORNIA.

AN EASEMENT TO U. S. SPRINT COMMUNICATIONS COMPANY FOR INGRESS AND EGRESS PURPOSES, RECORDED MARCH 9, 1987 AS INSTRUMENT NO. 63970, OF OFFICIAL RECORDS.

A "DECLARATION OF EASEMENT FOR GOLF BALLS" EXECUTED BY AND BETWEEN OAK VALLEY PARTNERS, L.P., A TEXAS LIMITED PARTNERSHIP AND WESTBROOK OAK VALLEY PARTNERS, L.L.C. A DELAWARE LIMITED LIABILITY COMPANY, FOR AIRSPACE PURPOSES, RECORDED OCTOBER 1, 1998 AS INSTRUMENT NO. 424596 OF OFFICIAL RECORDS.

AN EXISTING EASEMENTS CONTAINED IN A GRANT DEED EXECUTED BY OAK VALLEY PARTNERS, L.P., A TEXAS LIMITED PARTNERSHIP AS GRANTOR AND WESTBROOK OAK VALLEY PARTNERS, L.L.C. A DELAWARE LIMITED LIABILITY COMPANY, AS GRANTEE, RECORDED OCTOBER 1, 1998 AS INSTRUMENT NO. 424597 OF OFFICIAL RECORDS.

TAX BOND CERTIFICATE:

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

DATED _____
ATTEST: NANCY ROMERO
CLERK OF THE BOARD OF SUPERVISORS
CASH TAX BOND
PAUL McDONNELL
COUNTY TAX COLLECTOR
BY _____ DEPUTY
BY _____ DEPUTY

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.

DATED _____
COUNTY TAX COLLECTOR
BY _____ DEPUTY

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY OF BEAUMONT AT A REGULAR MEETING THEREOF HELD ON THE 16 DAY OF JULY 2002, AND THAT THERE UPON SAID COUNCIL DID BY THE ORDER DULY PASSED AND ENTERED, APPROVED SAID MAP AND DID ACCEPT THE DEDICATION OF AN EASEMENT FOR PUBLIC UTILITY PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES WITHIN LOTS "A" THROUGH "D", INCLUSIVE, ALSO DID ACCEPT THE DEDICATION FOR OPEN SPACE AND CFD MAINTENANCE DISTRICT EASEMENT PURPOSES IN FEE SIMPLE, LOT "F" AS SHOWN HEREON.

BY: [Signature]
MARTHA L. CHANCE
CITY CLERK OF THE CITY OF BEAUMONT

SOILS REPORT:

A PRELIMINARY SOILS REPORT WAS PREPARED ON THE 18TH DAY OF DECEMBER, 1998, AS A REQUIRED BY SECTION 17953 OF THE HEALTH AND SAFETY CODE OF CALIFORNIA, BY LOR GEOTECHNICAL GROUP, INC., AND IS ON FILE WITH RIVERSIDE COUNTY PLANNING DEPARTMENT.

2003-4724719
012.61111111

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

SHEET 2 OF 4 SHEETS

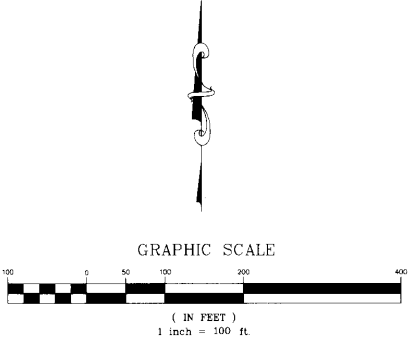
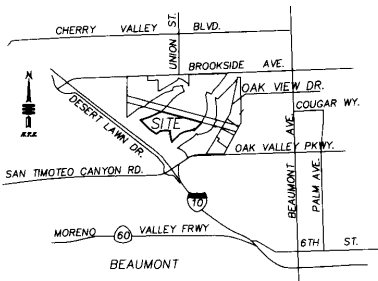
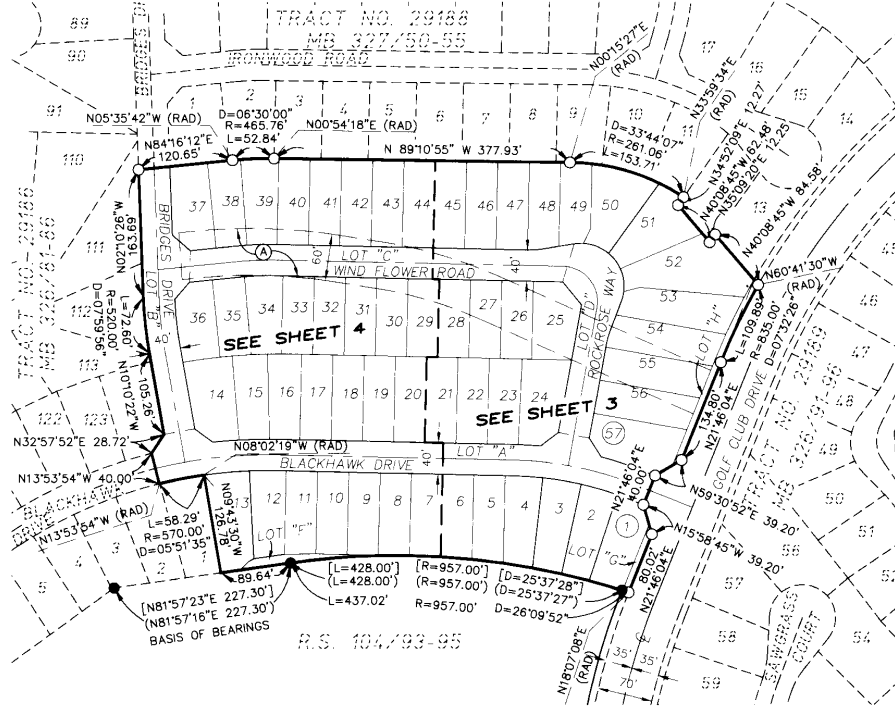
AMENDING MAP TRACT NO. 29187

AMENDED MAP 29187, BEING A SUBDIVISION OF LOTS 1 THROUGH 50, PORTIONS OF LOTS 51 AND 52, AND 53 THROUGH 57, LETTER LOTS A THROUGH D, F, G, AND H, OF TRACT 29187 AS SHOWN ON MAP ON FILE IN BOOK 326 PAGES 87 THROUGH 90, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

LYING IN SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN.

ROX CONSULTING GROUP, INC. LARRY V. CASE, L.S. 5411

MAY, 2003



SURVEYOR'S NOTES

- () INDICATES RECORD AND MEASURED DATA PER PARCEL MAP NO. 29102, MB 198/40-46.
- [] INDICATES RECORD DATA PER RECORD OF SURVEY, RS 104/93-95.

EASEMENT NOTES

- (A) INDICATES AN EXISTING EASEMENT TO THE CITY OF BEAUMONT FOR INGRESS AND EGRESS PURPOSES, SHOWN OR DEDICATED BY PARCEL MAP NO. 29102, FILED IN BOOK 198, PAGES 40-46 OF PARCEL MAPS, RIVERSIDE COUNTY, CALIFORNIA. TO BE ABANDONED HEREON.
- (B) INDICATES AN EXISTING EASEMENT TO U. S. SPRINT COMMUNICATIONS COMPANY FOR INGRESS AND EGRESS PURPOSES, RECORDED MARCH 9, 1987 AS INSTRUMENT NO. 63970, OF OFFICIAL RECORDS, HAS NO LOCATION SET FORTH AND CANNOT BE PLOTTED ON THIS MAP.
- (C) INDICATES AN EXISTING "DECLARATION OF EASEMENT FOR GOLF BALLS", EXECUTED BY AND BETWEEN OAK VALLEY PARTNERS, L. P., A TEXAS LIMITED PARTNERSHIP AND WESTBROOK OAK VALLEY PARTNERS, L.L.C. A DELAWARE LIMITED LIABILITY COMPANY, FOR AIRSPACE PURPOSES, RECORDED OCTOBER 1, 1998 AS INSTRUMENT NO. 424596 OF OFFICIAL RECORDS, HAS NO LOCATION SET FORTH AND CANNOT BE PLOTTED ON THIS MAP.
- (D) INDICATES AN EXISTING EASEMENTS CONTAINED IN A GRANT DEED EXECUTED BY OAK VALLEY PARTNERS, L. P., A TEXAS LIMITED PARTNERSHIP AS GRANTOR AND WESTBROOK OAK VALLEY PARTNERS, L.L.C. A DELAWARE LIMITED LIABILITY COMPANY, AS GRANTEE, RECORDED OCTOBER 1, 1998 AS INSTRUMENT NO. 424597 OF OFFICIAL RECORDS, HAS NO LOCATION SET FORTH AND CANNOT BE PLOTTED ON THIS MAP.

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED UPON THAT SOUTHERLY LINE OF PARCEL 13 OF PARCEL MAP NO. 29102, RECORDED DECEMBER 28, 2000, IN BOOK 198, PAGES 40-46, OFFICIAL RECORDS, BEING NORTH 81° 57' 16" EAST.

MONUMENT NOTES

- INDICATES FOUND " I.P. W/PLASTIC PLUG STAMPED LS 5346, FLUSH AS SET PER RS 104/93-95
 - INDICATES FOUND MONUMENT, AS NOTED.
 - INDICATES SET 2" I.P. TAGGED L.S. 5411 OR AN 8" S. & W. STAMPED L.S. 5411 IN ASPHALT HAVING A THICKNESS OF 2" OR MORE AND TAG STAMPED L.S. 5411 IN CONCRETE TO BE SET AT ALL TRACT BOUNDARY CORNERS. UNLESS OTHERWISE NOTED.
 - 1" I.P. TAGGED L.S. 5411 OR AN 8" S. & W. STAMPED L.S. 5411 IN ASPHALT HAVING A THICKNESS OF 2" OR MORE. OR A LEAD AND TAG STAMPED L.S. 5411 IN CONCRETE TO BE SET AT ALL CORNERS. UNLESS OTHERWISE NOTED.
 - 8" S. & W. STAMPED L.S. 5411 IN ASPHALT HAVING A THICKNESS OF 2" OR MORE, OR A 2" I.P. TAGGED L.S. 5411 IN MEDIAN STRIP OR A LEAD AND TAG STAMPED L.S. 5411 IN CONCRETE TO BE SET AT ALL STREET CENTERLINE INTERSECTIONS, B.C.'S, E.C.'S, AND ALL OTHER CENTERLINE POINTS OF CONTROL.
- ALL MONUMENTS SHOWN AS "SET" SHALL BE IN ACCORDANCE WITH THE TERMS OR THE MONUMENTATION AGREEMENT FOR THIS MAP, UNLESS OTHERWISE NOTED.

2003-412419 ORIGINAL

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

SHEET 3 OF 4 SHEETS

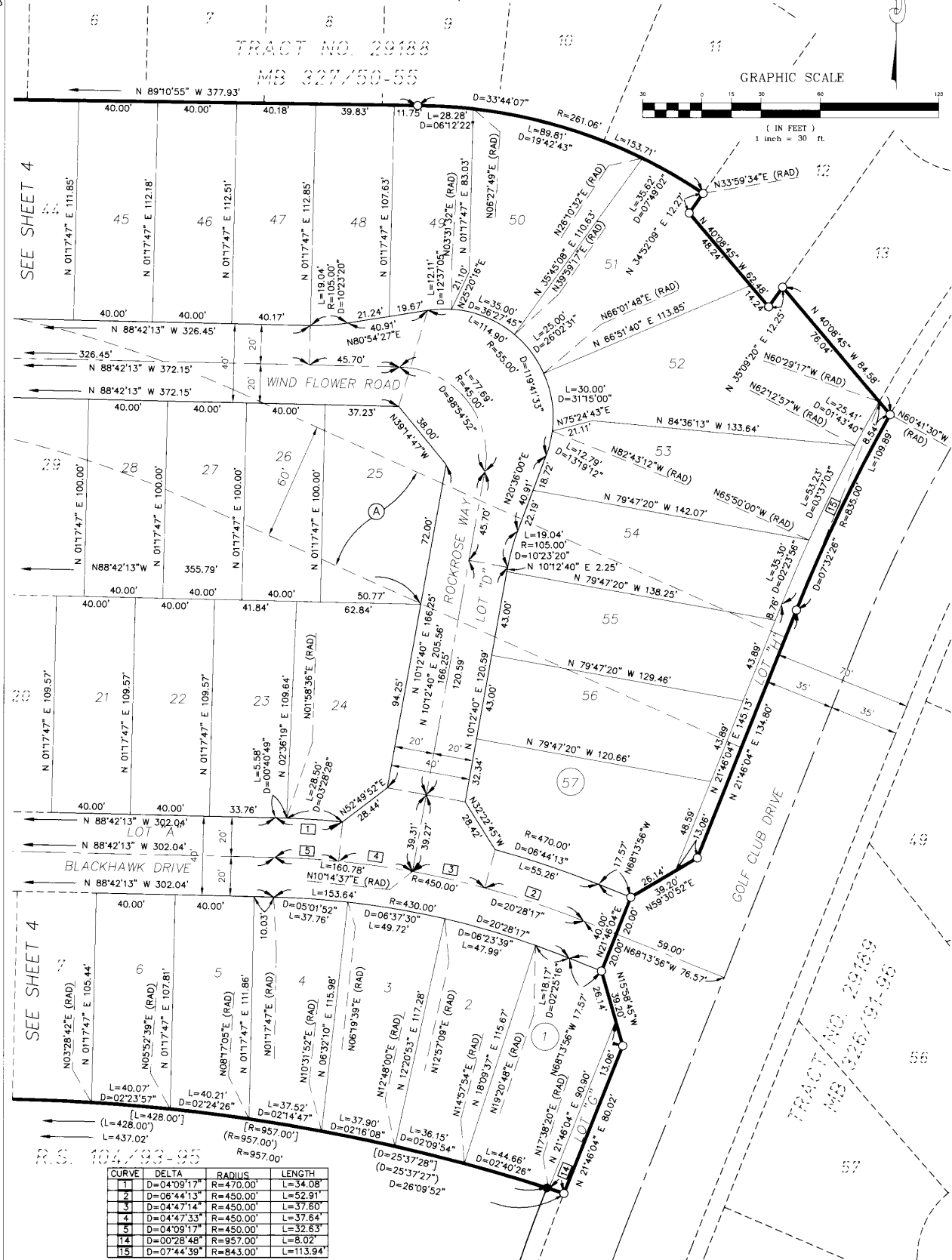
AMENDING MAP TRACT NO. 29187

AMENDED MAP 29187, BEING A SUBDIVISION OF LOTS 1 THROUGH 50, PORTIONS OF LOTS 51 AND 52, AND 53 THROUGH 57, LETTER LOTS A THROUGH D, F, G, AND H, OF TRACT 29187 AS SHOWN ON MAP ON FILE IN BOOK 326 PAGES 87 THROUGH 90, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

LYING IN SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN.

ROX CONSULTING GROUP, INC. LARRY V. CASE, L.S. 5411

MAY, 2003



2003-47247A ORIGINAL

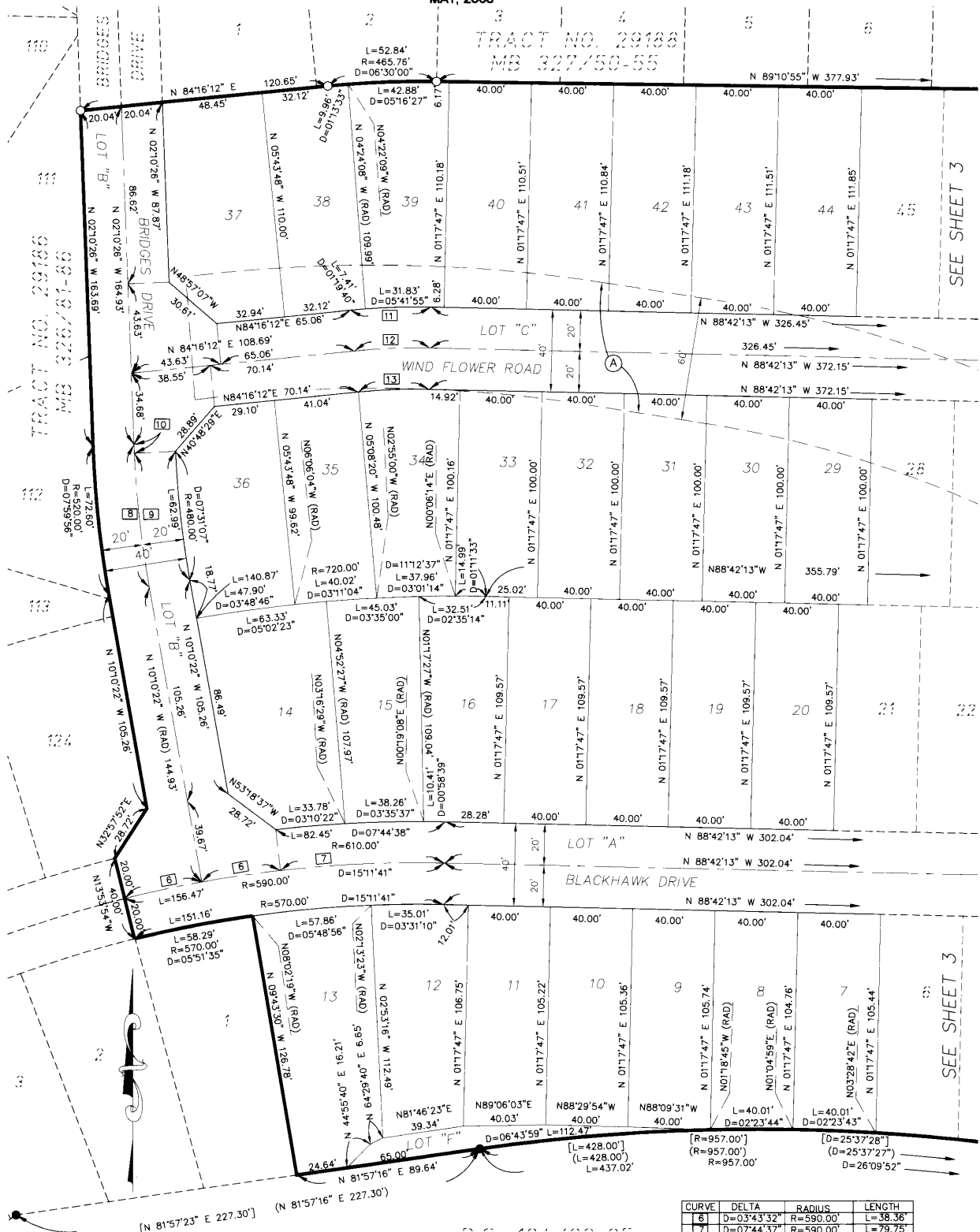
IN THE CITY OF BEAUMONT,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

SHEET 4 OF 4 SHEETS

AMENDING MAP TRACT NO. 29187

AMENDED MAP 29187, BEING A SUBDIVISION OF LOTS 1 THROUGH 50, PORTIONS OF LOTS 51 AND 52, AND 53 THROUGH 57, LETTER LOTS A THROUGH D, F, G, AND H, OF TRACT 29187 AS SHOWN ON MAP ON FILE IN BOOK 326 PAGES 87 THROUGH 90, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

LYING IN SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN.
ROX CONSULTING GROUP, INC. LARRY V. CASE, L.S. 5411
MAY, 2003

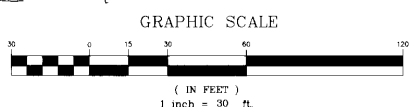


TRACT NO. 29188
MB 327/50-55

TRACT NO. 29186
MB 326/81-86

SEE SHEET 3

SEE SHEET 3



R.S. 104/93-95

CURVE	DELTA	RADIUS	LENGTH
6	D=03°43'32"	R=590.00'	L=38.36'
7	D=07°44'37"	R=590.00'	L=79.75'
8	D=07°59'56"	R=500.00'	L=69.81'
9	D=07°31'07"	R=500.00'	L=65.61'
10	D=00°28'49"	R=500.00'	L=4.20'
11	D=07°01'35"	R=320.00'	L=39.24'
12	D=07°01'35"	R=300.00'	L=36.79'
13	D=07°01'35"	R=280.00'	L=34.34'

2003-472701 ORIGINAL

NUMBER OF LOTS: 64
NUMBER OF LETTERED LOTS: 10
ACREAGE IN LOTS: 11.331
ACREAGE IN LETTERED LOTS: 3.902
TOTAL ACREAGE: 15.233

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

SHEET 1 OF 6 SHEETS

AMENDING MAP
TRACT NO. 29188

AMENDED TRACT 29188, BEING A SUBDIVISION OF LOTS 1 THROUGH 64, LETTERED LOTS A THROUGH G, I, J, AND K, OF TRACT 29188, AS SHOWN ON MAP ON FILE IN BOOK 327 PAGES 50 THROUGH 55, OF MAPS, AND A PORTION OF LOTS 51 AND 52 OF TRACT 29187, AS SHOWN ON MAP ON FILE IN BOOK 326 PAGES 87 THROUGH 90, AND A PORTION OF PARCEL "C" OF PARCEL MAP 29102 AS SHOWN ON MAP ON FILE IN BOOK 198, PAGES 40-46 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN.

ROX CONSULTING GROUP, INC. LARRY V. CASE, L.S. 5411
MAY, 2003

RECORDER'S STATEMENT:

FILED THIS 16th DAY OF JUNE, 2003, AT 10:41 A.M. IN BOOK 327 OF MAPS, AT PAGES 13-16, AT THE REQUEST OF THE CLERK OF THE BOARD.
No. 2003-472701
FEE \$17.00
GARY ORSO, COUNTY RECORDER
BY: [Signature] 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.

WE HEREBY RETAIN LOTS "A" THROUGH "G", INDICATED AS "PRIVATE STREETS" AND WILL BE OWNED AND MAINTAINED BY HOMEOWNERS ASSOCIATION, AS SHOWN HEREON FOR PRIVATE USE FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNORS, AND LOT OWNERS WITHIN THIS TRACT MAP.

WE ALSO HEREBY RETAIN LOTS "I" THROUGH "K" FOR OPEN SPACE PURPOSES, AND WILL BE OWNED AND MAINTAINED BY HOMEOWNERS ASSOCIATION, AS SHOWN HEREON.

WE HEREBY DEDICATE TO THE CITY OF BEAUMONT, AN EASEMENT FOR PUBLIC UTILITY PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES WITHIN LOTS "A" THROUGH "G", INCLUSIVE.

PULTE HOME CORPORATION, A MICHIGAN CORPORATION.

BY: [Signature]
RONALD J. RAKUNAS
DIVISION PRESIDENT SOUTHERN CALIFORNIA ACTIVE ADULT

SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I AM A REGISTERED LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA AND THE ONLY CORRECTIONS SHOWN ON THIS AMENDING MAP ARE THOSE PROVIDED FOR IN SECTION 66469 OF THE SUBDIVISION MAP ACT, AND THE NAMES OF THE PRESENT FEE OWNERS OF THE PROPERTY AFFECTED ARE AS FOLLOWS:

PULTE HOME CORPORATION
A MICHIGAN CORPORATION

DATED 6-02-03

[Signature]
LARRY V. CASE, L.S. 5411
LICENSE EXPIRES: 09/30/04



SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING HAVE BEEN OMITTED:

AN EASEMENT TO THE CITY OF BEAUMONT FOR INGRESS AND EGRESS PURPOSES, SHOWN OR DEDICATED BY PARCEL MAP NO. 29102, FILED IN BOOK 198, PAGES 40-46 OF PARCEL MAPS, RIVERSIDE COUNTY, CALIFORNIA.

AN EASEMENT TO U. S. SPRINT COMMUNICATIONS COMPANY FOR INGRESS AND EGRESS PURPOSES, RECORDED MARCH 9, 1987 AS INSTRUMENT NO. 63970, OF OFFICIAL RECORDS.

A "DECLARATION OF EASEMENT FOR GOLF BALLS", EXECUTED BY AND BETWEEN OAK VALLEY PARTNERS, L. P., A TEXAS LIMITED PARTNERSHIP AND WESTBROOK OAK VALLEY PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR AIRSPACE PURPOSES, RECORDED OCTOBER 1, 1998 AS INSTRUMENT NO. 424596 OF OFFICIAL RECORDS.

AN EXISTING EASEMENTS CONTAINED IN A GRANT DEED EXECUTED BY OAK VALLEY PARTNERS, L. P., A TEXAS LIMITED PARTNERSHIP AS GRANTOR AND WESTBROOK OAK VALLEY PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS GRANTEE, RECORDED OCTOBER 1, 1998 AS INSTRUMENT NO. 424597 OF OFFICIAL RECORDS.

A "GRANT OF EASEMENT AND COVENANT AGREEMENT" DOCUMENT, EXECUTED BY AND BETWEEN CALIFORNIA OAK VALLEY GOLF & RESORT, LLC AND OAK VALLEY PARTNERS, LP, FOR OPERATING AND MAINTAINING AN EXISTING WATER WELL PURPOSES, RECORDED SEPTEMBER 30, 1997 AS INSTRUMENT NO. 355714, OF OFFICIAL RECORDS, AND A AMENDMENT EXECUTED BY AND BETWEEN OAK VALLEY PARTNERS, L.P., CALIFORNIA OAK VALLEY GOLF & RESORT, LLC AND NOBLE CREEK VILLAGE, LLC, RECORDED JUNE 23, 1998 AS INSTRUMENT NO. 255345 OF OFFICIAL RECORDS.

NOTARY ACKNOWLEDGEMENT:

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

ON May 30, 2003, BEFORE ME, Leslie G. Duggett, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED Ronald J. Rakunas, (PERSONALLY KNOWN TO ME) PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHO EXECUTED THE WITHIN INSTRUMENT AS THE Div. President of Pulte Home Corporation the Corporation THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH Corporation EXECUTED THE SAME.

MY COMMISSION EXPIRES 6-23-03 WITNESS MY HAND AND OFFICIAL SEAL.

My principal place of business is in Orange County

[Signature]

TAX BOND CERTIFICATE:

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

DATED _____
ATTEST: NANCY ROMERO
CLERK OF THE BOARD OF SUPERVISORS
CASH TAX BOND
PAUL McDONNELL
COUNTY TAX COLLECTOR
BY _____ DEPUTY
BY _____ DEPUTY

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.

DATED _____
COUNTY TAX COLLECTOR
BY _____ DEPUTY

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP. THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT NO. 29188, BY THE BEAUMONT CITY COUNCIL ON JULY 16, 2002, AND ANY APPROVED ALTERATION THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF TITLE 16 OF THE BEAUMONT MUNICIPAL CODE APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT; THAT PLANS FOR DRAINS, DRAINAGE WORKS AND SEWERS SUFFICIENT TO PROTECT ALL LOTS IN THE SUBDIVISION FROM FLOODS HAVE BEEN APPROVED; THAT A COMPLETE SET OF PLANS FOR THE CONSTRUCTION OF ALL REQUIRED IMPROVEMENTS HAS BEEN FILED WITH THE COMMUNITY DEVELOPMENT DEPARTMENT AND THAT THE SAME HAVE BEEN CHECKED AND APPROVED; AND THAT ALL IMPROVEMENTS HAVE BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED PLANS OR THAT THE SUBDIVIDER HAS ENTERED INTO AGREEMENT WITH THE CITY OF BEAUMONT COVERING COMPLETION OF ALL IMPROVEMENTS AND SPECIFYING THE TIME FOR COMPLETING SAME.

FOR: DEEPAK MOORJANI, R.C.E. 51047
CITY ENGINEER, CITY OF BEAUMONT

DATED 10 JUNE 2003

BY Dennis Wayne Janda
DENNIS WAYNE JANDA, L.S. 6359
(LIC. EXPIRES 12/31/2006)



CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY OF BEAUMONT AT A REGULAR MEETING THEREOF HELD ON THE 16 DAY OF JULY 2002, AND THAT THERE UPON SAID COUNCIL DID BY THE ORDER DULY PASSED AND ENTERED, APPROVED SAID MAP AND DID ACCEPT THE DEDICATION OF AN EASEMENT FOR PUBLIC UTILITY PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES WITHIN LOTS "A" THROUGH "G", INCLUSIVE.

BY: Martha L. Chance
MARTHA L. CHANCE
CITY CLERK OF THE CITY OF BEAUMONT

SOILS REPORT:

A PRELIMINARY SOILS REPORT WAS PREPARED ON THE 18TH DAY OF DECEMBER, 1998, AS A REQUIRED BY SECTION 17953 OF THE HEALTH AND SAFETY CODE OF CALIFORNIA, BY LOR GEOTECHNICAL GROUP, INC., AND IS ON FILE WITH RIVERSIDE COUNTY PLANNING DEPARTMENT.

2003-472701
021611AK

SHEET 2 OF 6 SHEETS

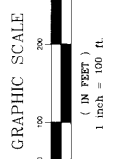
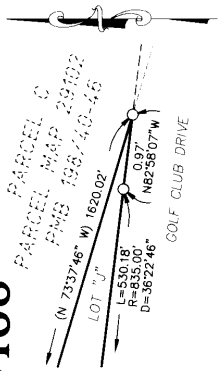
IN THE CITY OF BEAUMONT,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

AMENDING MAP TRACT NO. 29188

AMENDED TRACT 29188, BEING A SUBDIVISION OF LOTS 1 THROUGH 64, LETTERED LOTS A THROUGH G, I, J, AND K, OF TRACT 29188, AS SHOWN ON MAP ON FILE IN BOOK 327 PAGES 50 THROUGH 55, OF MAPS, AND A PORTION OF LOTS 51 AND 52 OF TRACT 29187, AS SHOWN ON MAP ON FILE IN BOOK 326 PAGES 87 THROUGH 90, OF MAPS, AND A PORTION OF PARCELS "C" OF PARCEL MAP 29102 AS SHOWN ON MAP ON FILE IN BOOK 104 PAGES 46 THROUGH 48, OF MAPS, AND PARCELS "C" OF PARCEL MAP 29102 AS SHOWN ON MAP ON FILE IN SECTION 32, TOWNSHIP 13 SOUTH, RANGE 14 WEST, SAN BERNARDINO BASE AND MERIDIAN.

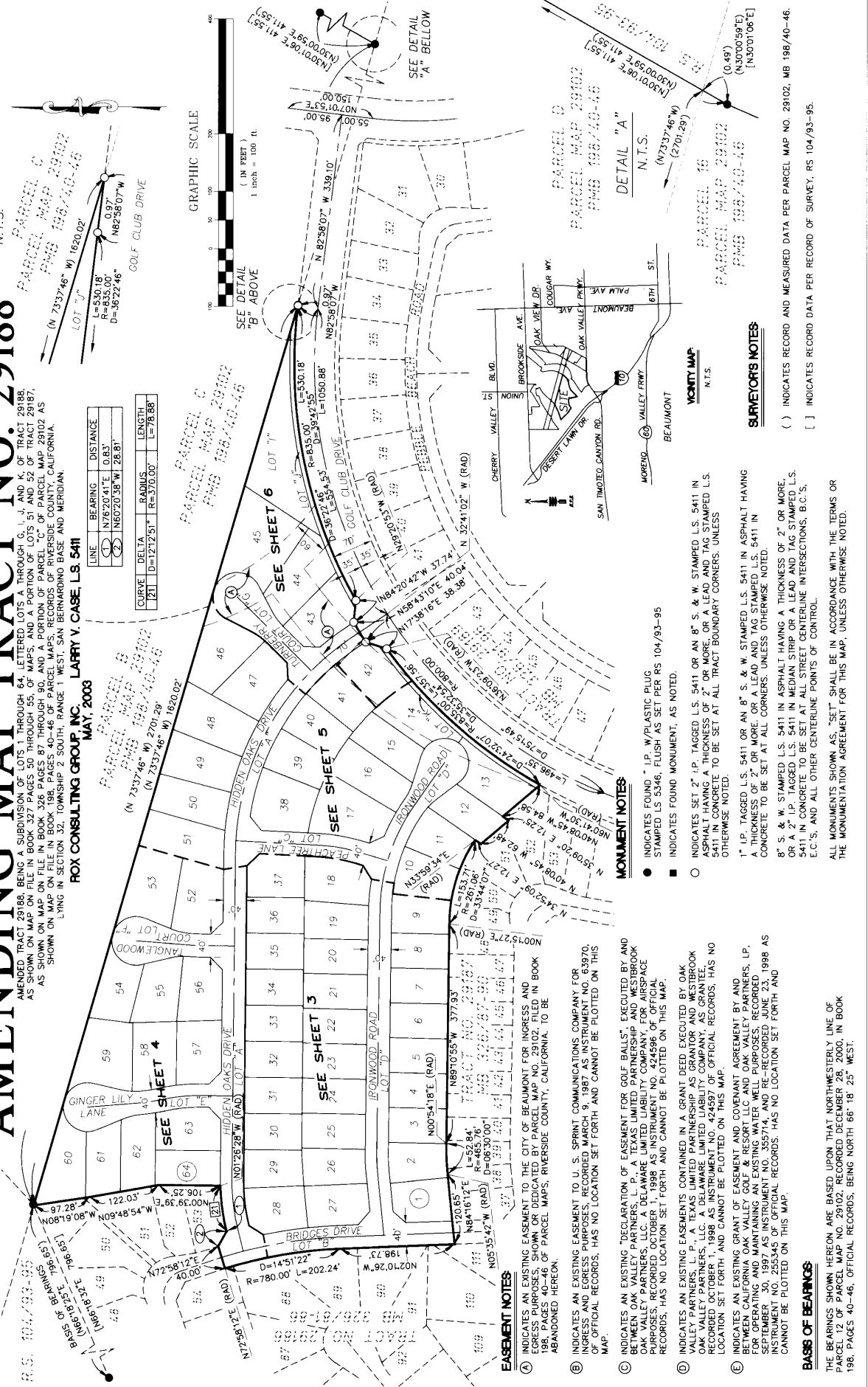
ROX CONSULTING GROUP, INC. LARRY V. CASE, L.S. 5411
MAY, 2003

DETAIL "B"
N.T.S.



LINE	BEARING	DISTANCE
1	N76°20'41"E	0.83'
2	N60°20'38"W	28.81'

CURVE	DELTA	RADIUS	LENGTH
21	D=121°25'	R=370.00'	L=78.88'



- MONUMENT NOTES**
- INDICATES FOUND * I.P. W/PLASTIC FLUSH AS SET PER RS 104/83-95
 - INDICATES FOUND MONUMENT, AS NOTED
 - INDICATES SET 2" I.P. TAGGED L.S. 5411 OR AN 8" S. & W. STAMPED L.S. 5411 IN ASPHALT HAVING A THICKNESS OF 2" OR MORE, OR A LEAD AND TAG STAMPED L.S. 5411 IN CONCRETE TO BE SET AT ALL TRACT BOUNDARY CORNERS, UNLESS OTHERWISE NOTED.

- SURVEYOR'S NOTES**
- 1" I.P. TAGGED L.S. 5411 OR AN 8" S. & W. STAMPED L.S. 5411 IN ASPHALT HAVING A THICKNESS OF 2" OR MORE, OR A LEAD AND TAG STAMPED L.S. 5411 IN CONCRETE TO BE SET AT ALL CORNERS, UNLESS OTHERWISE NOTED.
 - 8" S. & W. STAMPED L.S. 5411 IN ASPHALT HAVING A THICKNESS OF 2" OR MORE OR A 2" I.P. TAGGED L.S. 5411 IN MEDIAN STRIP OR A LEAD AND TAG STAMPED L.S. 5411 IN CONCRETE TO BE SET AT ALL STREET CENTERLINE INTERSECTIONS, B.C.S., E.C.S. AND ALL OTHER CENTERLINE POINTS OF CONTROL.

ALL MONUMENTS SHOWN AS "SET" SHALL BE IN ACCORDANCE WITH THE TERMS OR THE MONUMENTATION AGREEMENT FOR THIS MAP, UNLESS OTHERWISE NOTED.

- EASEMENT NOTES**
- A INDICATES AN EXISTING EASEMENT TO THE CITY OF BEAUMONT FOR INGRESS AND EGRESS PURPOSES, RECORDED MARCH 9, 1987 AS INSTRUMENT NO. 63970, OF OFFICIAL RECORDS, HAS NO LOCATION SET FORTH AND CANNOT BE PLOTTED ON THIS MAP.
 - B INDICATES AN EXISTING EASEMENT TO U.S. SPRINT COMMUNICATIONS COMPANY FOR INGRESS AND EGRESS PURPOSES, RECORDED MARCH 9, 1987 AS INSTRUMENT NO. 63970, OF OFFICIAL RECORDS, HAS NO LOCATION SET FORTH AND CANNOT BE PLOTTED ON THIS MAP.
 - C INDICATES AN EXISTING "DECLARATION OF EASEMENT FOR GOLF BALLS", EXECUTED BY AND BETWEEN OAK VALLEY PARTNERS, L.P., A TEXAS LIMITED PARTNERSHIP AND WESTBROOK OAK VALLEY PARTNERS, L.L.C. A DELAWARE LIMITED LIABILITY COMPANY, FOR AIRSPACE PURPOSES, RECORDED OCTOBER 1, 1999 AS INSTRUMENT NO. 037866, OF OFFICIAL RECORDS, HAS NO LOCATION SET FORTH AND CANNOT BE PLOTTED ON THIS MAP.
 - D INDICATES AN EXISTING EASEMENTS CONTAINED IN A GRANT DEED EXECUTED BY OAK VALLEY PARTNERS, L.P., A TEXAS LIMITED PARTNERSHIP AS GRANTOR AND WESTBROOK OAK VALLEY PARTNERS, L.L.C. A DELAWARE LIMITED LIABILITY COMPANY, AS GRANTEE, LOCATED SET FORTH AND CANNOT BE PLOTTED ON THIS MAP.
 - E INDICATES AN EXISTING GRANT OF EASEMENT AND COVENANT AGREEMENT BY AND BETWEEN OAK VALLEY PARTNERS, L.P., GRANTOR AND WESTBROOK OAK VALLEY PARTNERS, L.P., GRANTEE, RECORDED SEPTEMBER 30, 1997 AS INSTRUMENT NO. 355714, AND RE-RECORDED JUNE 23, 1998 AS INSTRUMENT NO. 255345 OF OFFICIAL RECORDS. HAS NO LOCATION SET FORTH AND CANNOT BE PLOTTED ON THIS MAP.

BASES OF BEARINGS:
THE BEARINGS SHOWN HEREON ARE BASED UPON THAT NORTHWESTERLY LINE OF PARCEL 12 OF PARCEL MAP NO. 29102, RECORDED DECEMBER 28, 2000, IN BOOK 198, PAGES 40-46, OFFICIAL RECORDS, BEING NORTH 66° 16' 25" WEST.

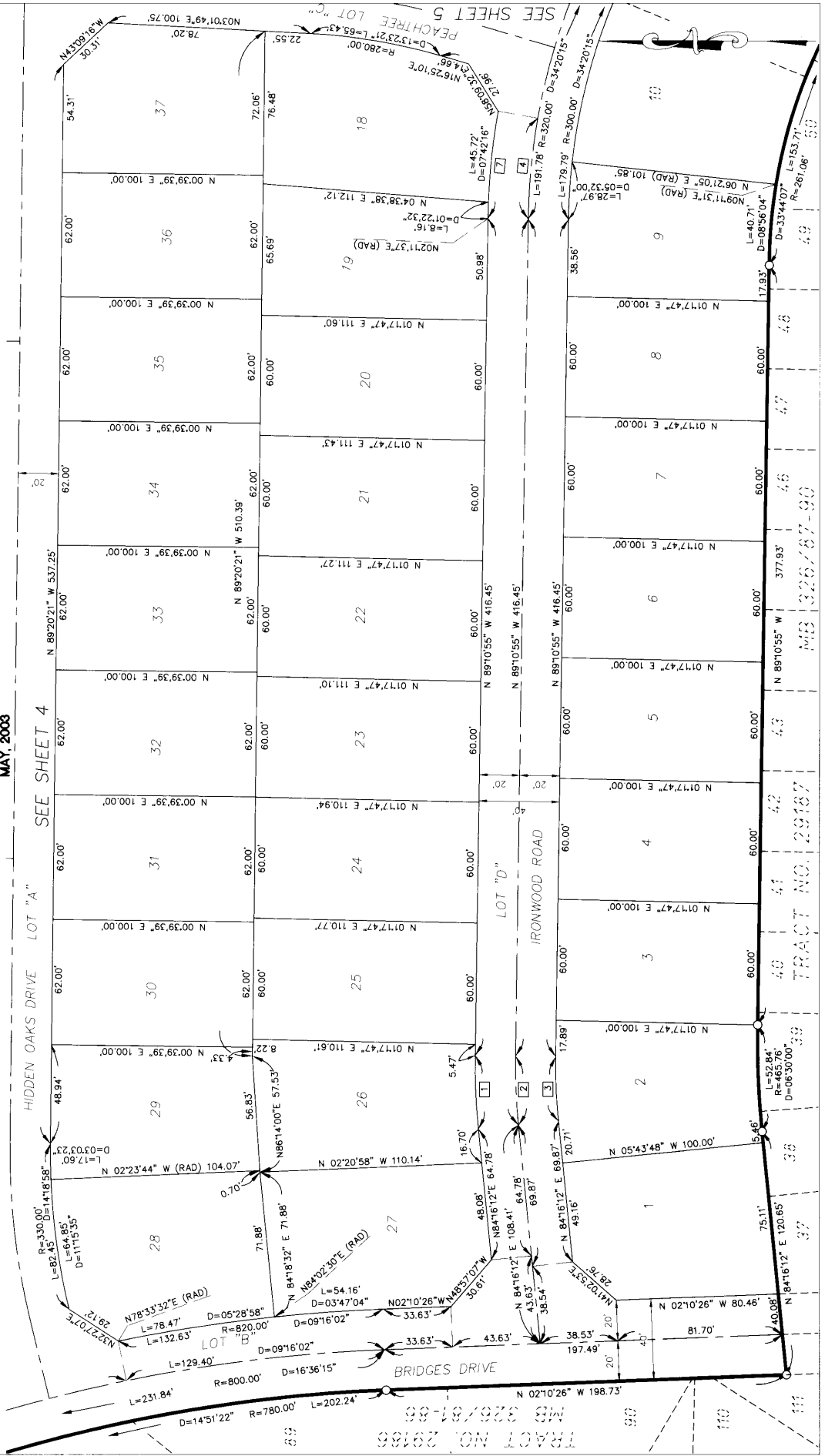
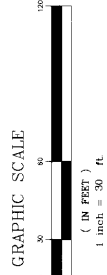
2003-4112701
02161AK

SHEET 3 OF 6 SHEETS

IN THE CITY OF BEAUMONT
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.
AMENDING MAP TRACT NO. 29188

AMENDING TRACT 29188, BEING A SUBDIVISION OF LOTS 3 THROUGH 64, INTERESTED PARTIES THROUGH GS, I, AND N OF TRACT 29188, AS SHOWN ON MAP ON FILE IN BOOK 326, PAGES 87 THROUGH 90, AND A PORTION OF PARCEL "C" OF PARCEL MAP 29102 AS SHOWN ON MAP ON FILE IN BOOK 198, PAGES 40-46 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN.
ROX CONSULTING GROUP, INC. LARRY V. CABE, LS. 5411
MAY, 2003

CURVE	DELTA	RADIUS	LENGTH
1	D=08°32'53"	R=320.00'	L=54.31'
2	D=08°32'53"	R=320.00'	L=54.31'
3	D=08°32'53"	R=320.00'	L=54.31'
4	D=08°32'53"	R=320.00'	L=54.31'
5	D=08°32'53"	R=320.00'	L=54.31'
6	D=08°32'53"	R=320.00'	L=54.31'
7	D=08°32'53"	R=320.00'	L=54.31'



2-003-472701
02161AA L

SHEET 4 OF 6 SHEETS

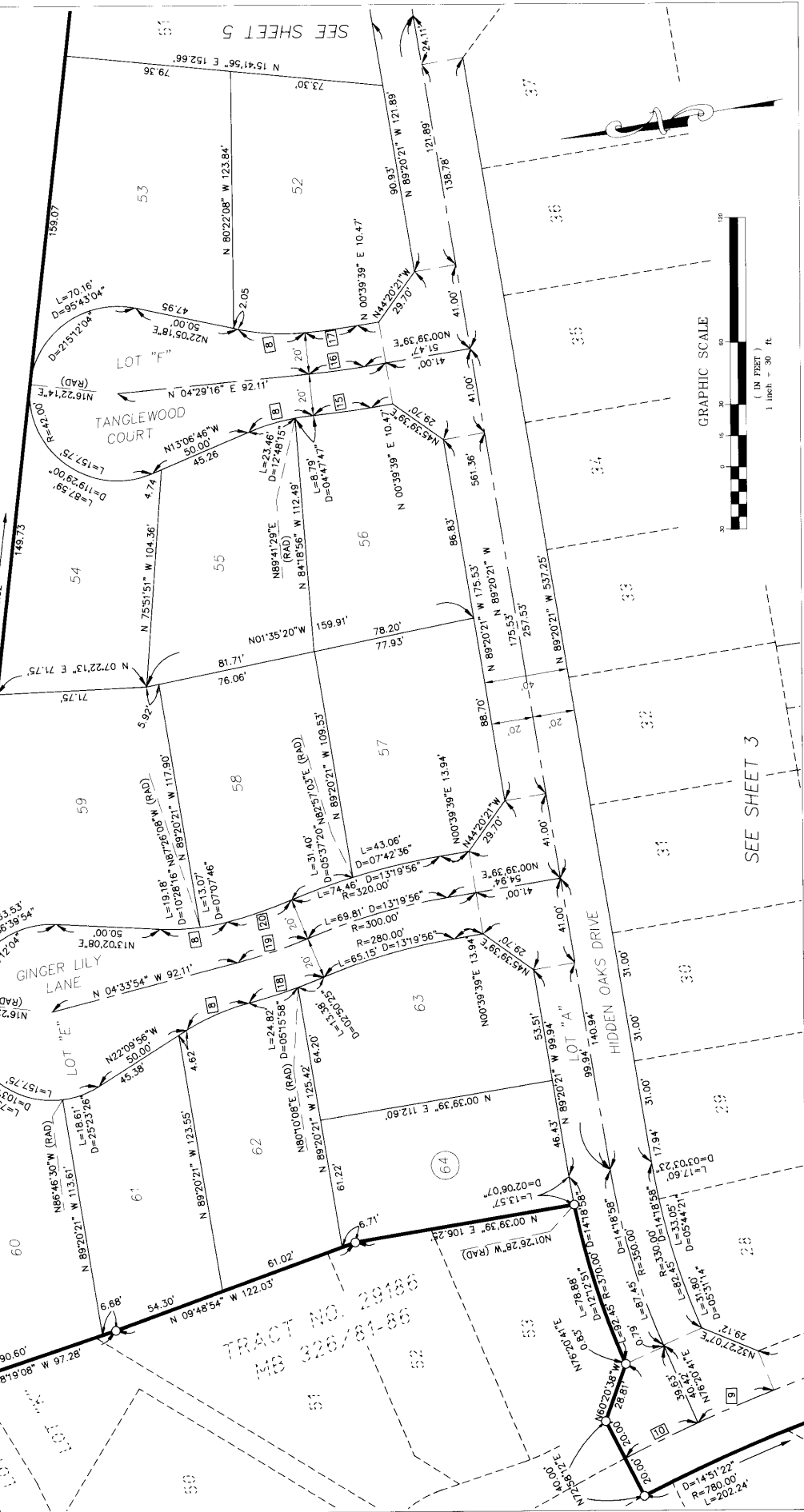
IN THE CITY OF BEAUMONT,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.
AMENDING MAP TRACT NO. 29188

AGENCED TRACT 29188 BEING A SUBDIVISION OF LOTS 1 THROUGH 64, LETTERED A THROUGH K, OF TRACT 29188, AS SHOWN ON MAP ON FILE IN BOOK 327 PAGES 50 THROUGH 55, OF MAPS, AND A PORTION OF LOTS 51 AND 52 OF TRACT 29187, AS SHOWN ON MAP ON FILE IN BOOK 326 PAGES 87 THROUGH 90, AND A PORTION OF PARCEL "C" OF PARCEL MAP 29102 AS SHOWN ON MAP ON FILE IN BOOK 198, PAGES 40-46 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN.

ROX CONSULTING GROUP, INC. LARRY V. CASE, LS. 5411
MAY, 2003

PARCEL MAP 29102
PARCEL 8
PMB 198740-46

CURVE	DELTA	RADIUS	LENGTH
8	D=177.56 0.2°	R=105.00'	L=32.25'
9	D=02.45 2.5°	R=800.00'	L=38.42'
10	D=02.45 2.5°	R=800.00'	L=38.42'
11	D=01.44 5.2°	R=800.00'	L=24.40'
12	D=03.49 3.7°	R=400.00'	L=28.05'
13	D=03.49 3.7°	R=400.00'	L=28.72'
14	D=03.49 3.7°	R=400.00'	L=28.72'
15	D=03.49 3.7°	R=400.00'	L=28.72'
16	D=03.49 3.7°	R=400.00'	L=28.72'
17	D=08.06 2.3°	R=270.00'	L=36.20'
18	D=08.06 2.3°	R=270.00'	L=36.20'
19	D=08.06 2.3°	R=270.00'	L=36.20'
20	D=08.06 2.3°	R=270.00'	L=36.20'
21	D=08.06 2.3°	R=270.00'	L=36.20'
22	D=08.06 2.3°	R=270.00'	L=36.20'
23	D=08.06 2.3°	R=270.00'	L=36.20'
24	D=08.06 2.3°	R=270.00'	L=36.20'
25	D=08.06 2.3°	R=270.00'	L=36.20'
26	D=08.06 2.3°	R=270.00'	L=36.20'
27	D=08.06 2.3°	R=270.00'	L=36.20'
28	D=08.06 2.3°	R=270.00'	L=36.20'
29	D=08.06 2.3°	R=270.00'	L=36.20'
30	D=08.06 2.3°	R=270.00'	L=36.20'
31	D=08.06 2.3°	R=270.00'	L=36.20'
32	D=08.06 2.3°	R=270.00'	L=36.20'
33	D=08.06 2.3°	R=270.00'	L=36.20'
34	D=08.06 2.3°	R=270.00'	L=36.20'
35	D=08.06 2.3°	R=270.00'	L=36.20'
36	D=08.06 2.3°	R=270.00'	L=36.20'
37	D=08.06 2.3°	R=270.00'	L=36.20'
38	D=08.06 2.3°	R=270.00'	L=36.20'
39	D=08.06 2.3°	R=270.00'	L=36.20'
40	D=08.06 2.3°	R=270.00'	L=36.20'
41	D=08.06 2.3°	R=270.00'	L=36.20'
42	D=08.06 2.3°	R=270.00'	L=36.20'
43	D=08.06 2.3°	R=270.00'	L=36.20'
44	D=08.06 2.3°	R=270.00'	L=36.20'
45	D=08.06 2.3°	R=270.00'	L=36.20'
46	D=08.06 2.3°	R=270.00'	L=36.20'
47	D=08.06 2.3°	R=270.00'	L=36.20'
48	D=08.06 2.3°	R=270.00'	L=36.20'
49	D=08.06 2.3°	R=270.00'	L=36.20'
50	D=08.06 2.3°	R=270.00'	L=36.20'
51	D=08.06 2.3°	R=270.00'	L=36.20'
52	D=08.06 2.3°	R=270.00'	L=36.20'
53	D=08.06 2.3°	R=270.00'	L=36.20'
54	D=08.06 2.3°	R=270.00'	L=36.20'
55	D=08.06 2.3°	R=270.00'	L=36.20'
56	D=08.06 2.3°	R=270.00'	L=36.20'
57	D=08.06 2.3°	R=270.00'	L=36.20'
58	D=08.06 2.3°	R=270.00'	L=36.20'
59	D=08.06 2.3°	R=270.00'	L=36.20'
60	D=08.06 2.3°	R=270.00'	L=36.20'
61	D=08.06 2.3°	R=270.00'	L=36.20'
62	D=08.06 2.3°	R=270.00'	L=36.20'
63	D=08.06 2.3°	R=270.00'	L=36.20'
64	D=08.06 2.3°	R=270.00'	L=36.20'



2003-472701 ORIGINAL

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

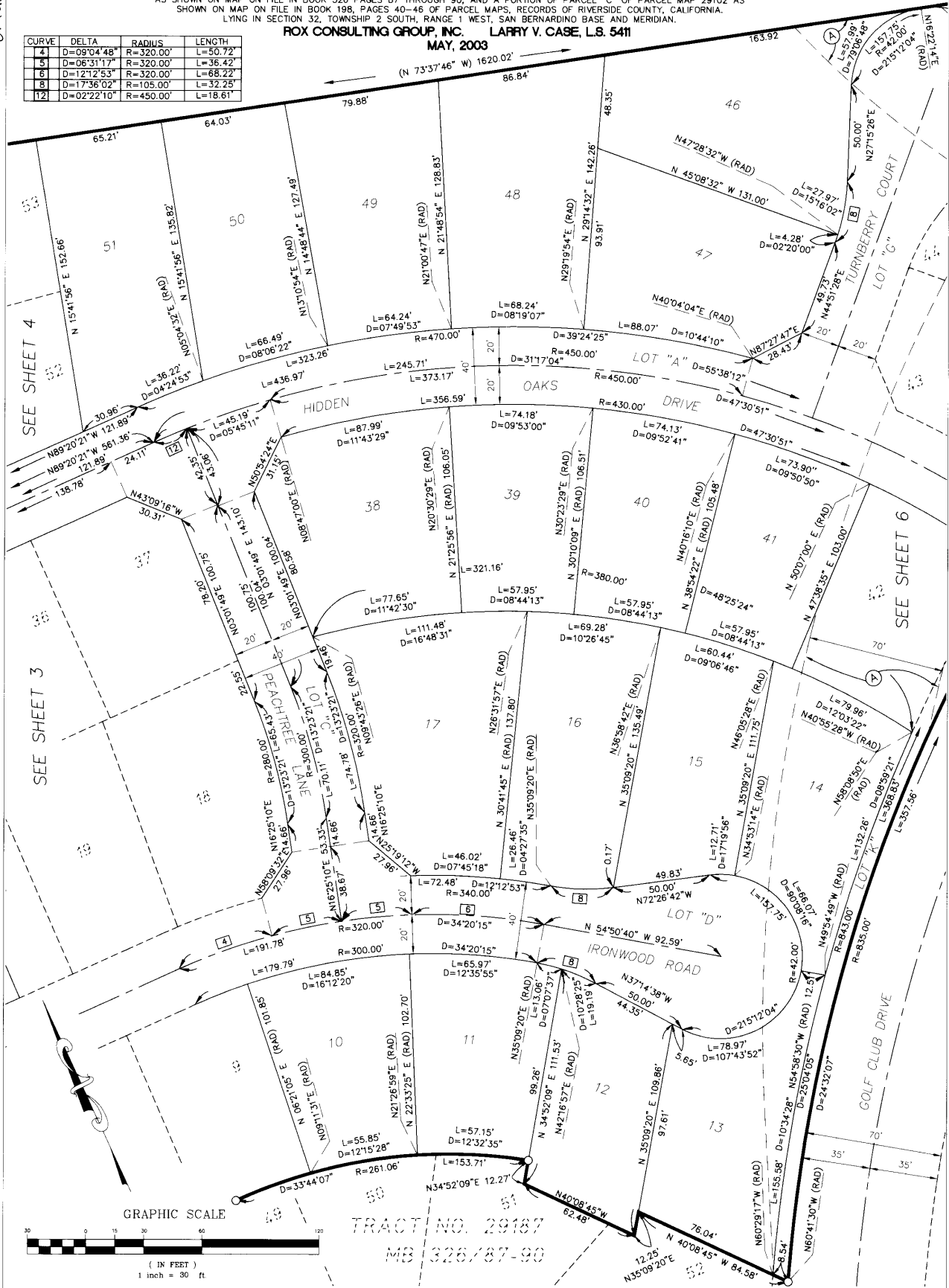
SHEET 5 OF 6 SHEETS

AMENDING MAP TRACT NO. 29188

AMENDED TRACT 29188, BEING A SUBDIVISION OF LOTS 1 THROUGH 64, LETTERED LOTS A THROUGH G, I, J, AND K, OF TRACT 29188, AS SHOWN ON MAP ON FILE IN BOOK 327 PAGES 50 THROUGH 55, OF MAPS, AND A PORTION OF LOTS 51 AND 52 OF TRACT 29187, AS SHOWN ON MAP ON FILE IN BOOK 326 PAGES 87 THROUGH 90, AND A PORTION OF PARCEL "C" OF PARCEL MAP 29102 AS SHOWN ON MAP ON FILE IN BOOK 198, PAGES 40-46 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN.

ROX CONSULTING GROUP, INC. LARRY V. CASE, L.S. 5411
MAY, 2003

CURVE	DELTA	RADIUS	LENGTH
4	D=09°04'48"	R=320.00'	L=50.72'
5	D=06°31'17"	R=320.00'	L=36.42'
6	D=12°12'53"	R=320.00'	L=68.22'
8	D=17°36'02"	R=105.00'	L=32.25'
12	D=02°22'10"	R=450.00'	L=18.61'



2005-1172701
ORIGINAL

SHEET 6 OF 6 SHEETS

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

AMENDING MAP TRACT NO. 29188

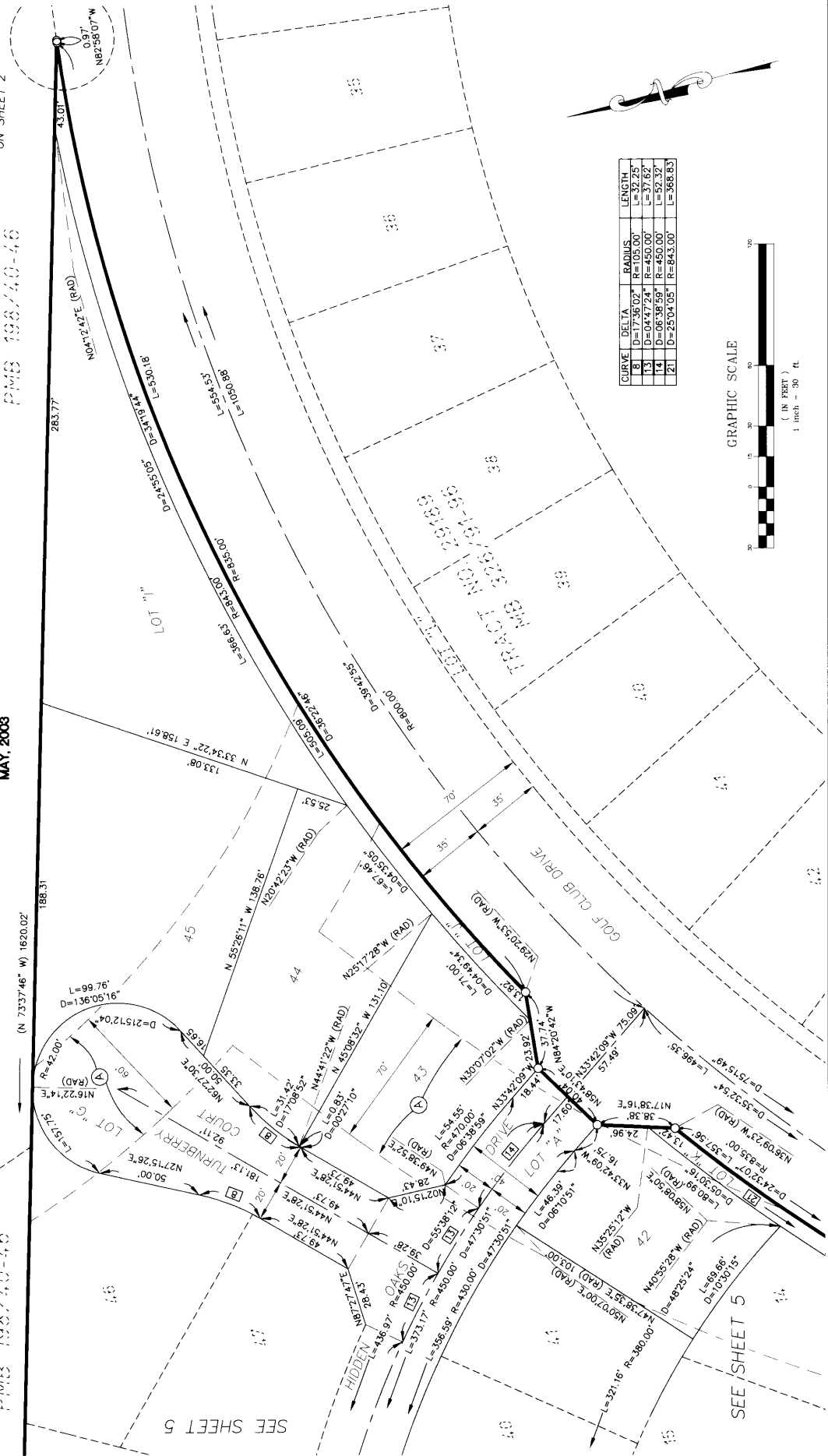
PARCEL B
PARCEL MAP 29102
PMB 198740-46

PARCEL C
PARCEL MAP 29102
PMB 198740-46

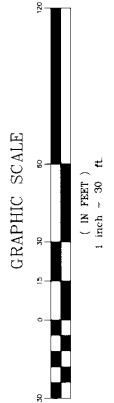
AMENDED TRACT 29188, BEING A SUBDIVISION OF LOTS 1, THROUGH 5, LOTS 6, 7, 8, 9, 10, 11, AND 12 OF TRACT 29188, AS SHOWN ON MAP OR FILE IN BOOK 327 PAGES 50, THROUGH 55, OF MAPS AND A PORTION OF LOTS 51, AND 52 OF TRACT 29187, AS SHOWN ON MAP OR FILE IN BOOK 326 PAGES 87, THROUGH 90, AND A PORTION OF PARCEL "C" OF PARCEL MAP 29102 AS SHOWN ON MAP OR FILE IN BOOK 198, PAGES 40-45 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN.

ROX CONSULTING GROUP, INC. LARRY V. CASE, L.S. 5411
MAY, 2003

SEE DETAIL "B"
ON SHEET 2



CURVE	DELTA	RADIUS	LENGTH
8	D=17°36'02"	R=105.00'	L=32.25'
13	D=04°47'24"	R=450.00'	L=37.62'
14	D=06°38'59"	R=450.00'	L=52.32'
21	D=25°04'05"	R=843.00'	L=366.83'



Recording Requested by and Please
Return to:

This Space for Recorder's Use Only

No Documentary Transfer Tax Due: R & T Code 11922; No Recording Fee for Govt. Agency:
Government Code 27383

**IRREVOCABLE OFFER OF
DEDICATION
(FOR STREET LIGHT MAINTENANCE)**

_____, the undersigned, being the present title owner(s) of record of the herein described parcels of land, does hereby make an irrevocable offer of dedication of easements to the **CITY OF BEAUMONT**, a municipal corporation of the State of California, and its successors or assigns, for the purpose of maintaining and repairing the street lights, and related poles, pedestals, fixtures, wiring and other improvements on, under and over the real property situated in the City of Beaumont, County of Riverside, State of California, described in **Exhibit "A"** attached hereto and incorporated herein.

It is understood and agreed that the **CITY OF BEAUMONT** and its successors or assigns shall incur no liability with respect to such offer of dedication, and shall not assume any responsibility for the offered parcels of land or any improvements thereon or therein, until such offer has been accepted by appropriate action of the BEAUMONT City Council.

The provisions hereof shall inure to the benefit of and binding upon heirs, successors, assigns, and personal representatives of the respective parties hereto.

IN WITNESS WHEREOF, these presents have executed this IRREVOCABLE OFFER OF DEDICATION as of the day of _____.

(Signature)

Print Name: _____

Title: _____

EXHIBIT "A"

LEGAL DESCRIPTION

Lots "A" through "G" inclusive, of Amending Map Tract Map No. 29186 as shown on map filed in Book 337, Pages 63-68, of maps, in the office of the County Recorder of Riverside County.

Lots "A" through "D" inclusive, of Amending Map Tract Map No. 29187 as shown on map filed in Book 337, Pages 69-72, of maps, in the office of the County Recorder of Riverside County.

Lots "A" through "G" inclusive, of Amending Map Tract Map No. 29188 as shown on map filed in Book 337, Pages 73-78, of maps, in the office of the County Recorder of Riverside County.

Lots "A" through "J" inclusive, of Amending Map Tract Map No. 29189 as shown on map filed in Book 337, Pages 79-84, of Maps, in the office of the County Recorder of Riverside County.

Lots "A" through "J" inclusive, of Amending Map Tract Map No. 29189 as shown on map filed in Book 337, Pages 79-84, of Maps, in the office of the County Recorder of Riverside County.

Lots "A" through "F" inclusive, and Lots "I" and "K", of Tract Map No. 29191 as shown on map filed in Book 376, Pages 53-57, of Maps, in the office of the County Recorder of Riverside County.

Lots "A" through "D" inclusive, of Tract Map No. 29192 as shown on map filed in Book 376, Pages 58-60, of Maps, in the office of the County Recorder of Riverside County.

Lots "A" through "L" inclusive, and Lots "N" and "S", of Tract Map No. 29193 as shown on map filed in Book 359, Pages 89-94, of Maps, in the office of the County Recorder of Riverside County.

Lots "A" through "L" inclusive, of Tract Map No. 29194 as shown on map filed in Book 373, Pages 67-71, of Maps, in the office of the County Recorder of Riverside County.

Lots "A" through "D" inclusive, and Lot "F", of Tract Map No. 29195 as shown on map filed in Book 367, Pages 57-60, of Maps, in the office of the County Recorder of Riverside County.

Lots "A" through "C" inclusive, of Tract Map No. 29196 as shown on map filed in Book 380, Pages 71-74, of Maps, in the office of the County Recorder of Riverside County.

Lots "B" through "D" inclusive, of Tract Map No. 31215 as shown on map filed in Book 403, Pages 44-45, of Maps, in the office of the County Recorder of Riverside County.

Lots "A" through "S" inclusive, of Tract Map No. 32325 as shown on map filed in Book 393, Pages 1-15, of Maps, in the office of the County Recorder of Riverside County.

Lots "C", "D", "F", "H", "I", and "K", of Tract Map No. 32350 as shown on map filed in Book 406, Pages 23-29, of Maps, in the office of the County Recorder of Riverside County.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Offer of Dedication dated _____, 2021 from _____, to the City of Beaumont, a municipal corporation, was accepted by the City Council of the City of Beaumont pursuant to resolution # _____ and the City of Beaumont consents to the recordation thereof by its duly authorized officer.

Dated: _____

By: _____

ATTEST:

, City Clerk

APPROVED AS TO FORM:

, City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF BEAUMONT AUTHORIZING THE MAYOR TO ACCEPT THE OFFERS OF DEDICATION FOR STREET LIGHT MAINTENANCE IN SOLERA

WHEREAS, _____ has executed a Formal Offer of Dedication to the City of Beaumont for certain lots within the Tracts of the Solera Project for the purpose of street light maintenance; and

WHEREAS, all of the street light improvements were completed by developer; and

WHEREAS, City staff has determined that street light improvements have been completed and are ready to accept; 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 Lots 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 easements for street light maintenance purposes within private streets 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 ___ day of _____.

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____
Mike Lara, Mayor, City of Beaumont

ATTEST:

Steven Mehlman
CITY CLERK

By: _____

EXHIBIT "A"
LEGAL DESCRIPTION

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Lots "B" through "D" inclusive, of Tract Map No. 31215 as shown on map filed in Book 403, Pages 44-45, of Maps, in the office of the County Recorder of Riverside County.

Lots "A" through "S" inclusive, of Tract Map No. 32325 as shown on map filed in Book 393, Pages 1-15, of Maps, in the office of the County Recorder of Riverside County.

Lots "C", "D", "F", "H", "I", and "K", of Tract Map No. 32350 as shown on map filed in Book 406, Pages 23-29, of Maps, in the office of the County Recorder of Riverside County.



Staff Report

TO: City Council

FROM: Jeff Hart, Public Works Director

DATE: August 3, 2021

SUBJECT: **Approve the Encroachment Agreement for the Installation of Monuments Within the Public Right-Of-Way, Located in the Oak Valley and SCPGA Golf Course Specific Plan**

Background and Analysis:

As part of the development of Oak Valley and SCPGA Golf Course Specific Plan, six entry monuments were constructed with four along Palmer Avenue and two along Tukwet Canyon Parkway. The development is proposing an additional two entry monuments along Tukwet Canyon Parkway (refer to Figure 1 - Monument Location for locations). The six existing entry monuments are maintained by the Fairway Canyon Community Association (HOA). Argent Management (Developer) will construct the additional two entry monuments and once completed, ownership and maintenance responsibilities will be conveyed to the HOA.

The entry monuments occur within the public right-of-way of said streets and consist of light-timber framing, stucco, and decorative elements. The approximate dimensions are 25-feet tall and 11.5-feet square at their base (refer to Figure 2 - Entry Monument for reference).

The encroachment agreement will allow for the installation of monuments within the public right-of-way (Agreement) and authorizes the HOA and Developer to construct and maintain the entry monuments subject to the provisions of the agreement.

The following provisions are included in the proposed agreement.

- All costs associated with the monument installation and maintenance shall be without cost to the City;
- Improvements shall not obstruct travel on any road or walkway;
- If the monuments are damaged from any cause, the monument(s) shall be removed or replaced at no cost to the City;

- Improvements shall be maintained in good and safe condition to the satisfaction of the City;
- Developer and/or HOA shall be responsible for any damage to City infrastructure as a result of installation and operation;
- Developer shall remove or relocate monument(s), at its expense, if deemed necessary by any City maintenance, construction project, or facilities operation; and
- Developer indemnifies City against any claims, demands, losses, damages, and all costs and cleanup actions of any kind.

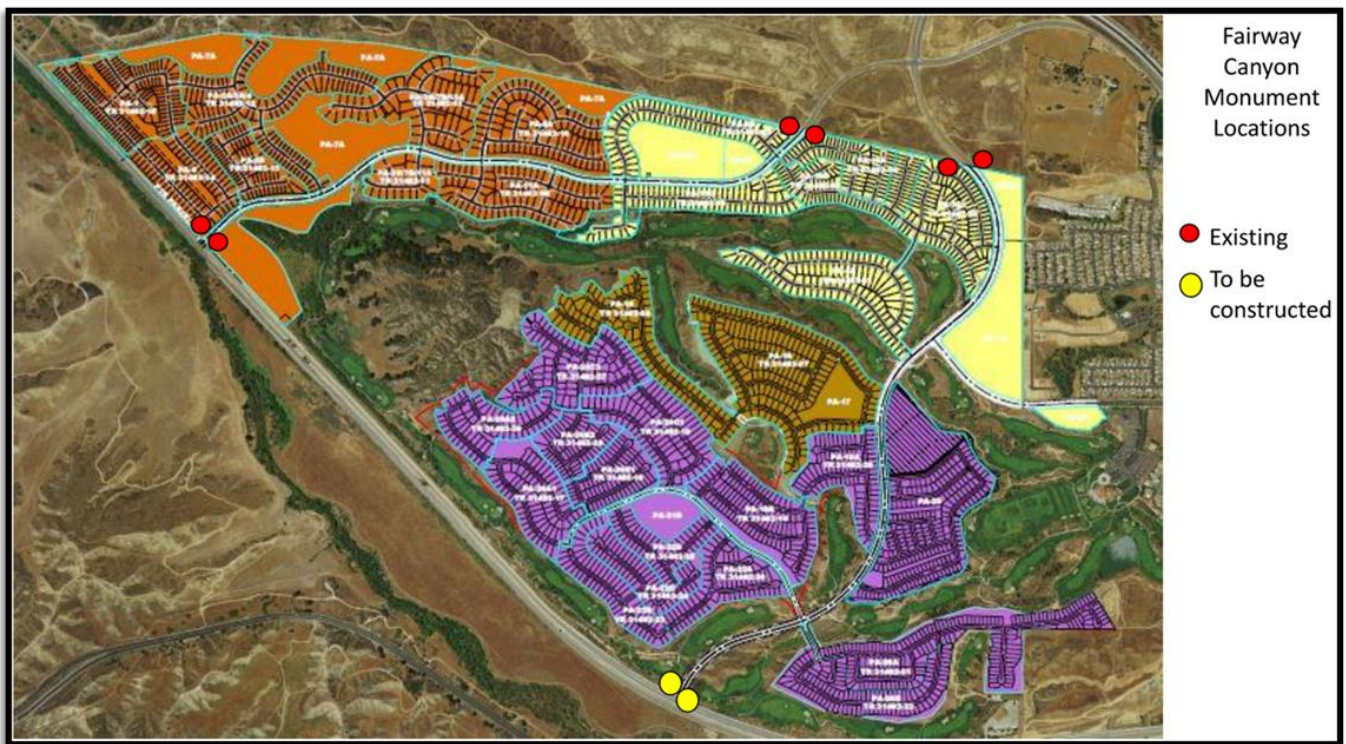


Figure 1- Monument Location

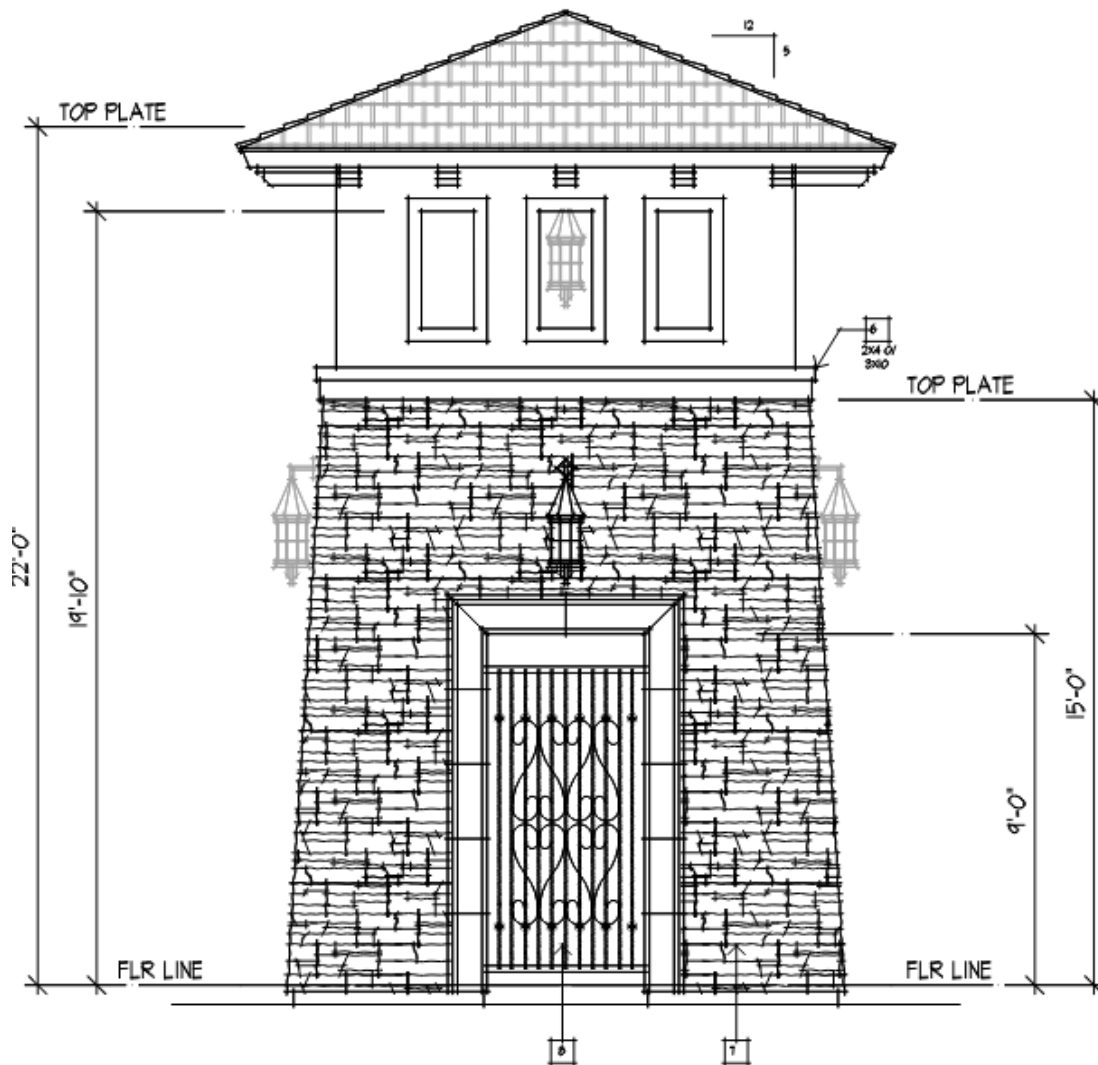


Figure 2- Entry Monument

Fiscal Impact:

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

Recommended Action:

Approve the encroachment agreement for the installation of monuments within the public right-of-way, located in the Oak Valley and SCPGA Golf Course Specific Plan.

Attachments:

- A. Encroachment Agreement for the Installation of Monuments Within the Public Right-Of-Way

**ENCROACHMENT AGREEMENT
FOR THE INSTALLATION OF MONUMENTS WITHIN THE PUBLIC
RIGHT-OF-WAY**

This Encroachment Agreement ("Agreement") is dated 6/21, 2021 by and between the CITY OF BEAUMONT ("City") and FAIRWAY CANYON COMMUNITY ASSOCIATION, a California mutual benefit corporation ("HOA") and SDC FAIRWAY CANYON, LLC, a Delaware limited liability company. ("Developer").

RECITALS

WHEREAS, Developer is a Delaware limited liability company located at 4131 S. Main Street, Santa Ana CA, 92707 and is the developer of the Fairway Canyon Project ("Project") located in the City of Beaumont;

WHEREAS, HOA is the homeowners association responsible for, among other things, the operation, maintenance and repair of the common area within the Project;

WHEREAS, a third party predecessor developer previously constructed six entry monuments on both sides of the entryway to the Project ("Existing Monuments") and Developer plans to build an additional two entry monuments (together with the Existing Monuments the "Monuments") all of which are shown on Exhibit "A", attached hereto and made a part hereof;

WHEREAS, the intent of this Agreement is to reflect the City's acceptance of certain existing encroachments by the Existing Monuments on City rights of way, provide for the repair or maintenance of the Monuments and to, as between the City, the Developer and the HOA, allocate the responsibility for the Monuments to the HOA;

NOW, THEREFORE, in consideration of the recitals and the mutual covenants contained herein, City, Developer and HOA agree as follows:

A. DEFINITIONS

- 1. **"City"** means the City of Beaumont, a municipal corporation of the State of California.
- 2. **"Improvements"** means the entirety of the Monuments referred to in the Recitals as depicted in **Exhibit "A"**. The term Improvements includes without limitation the structure, fascia, foundations, footings, electrical equipment and conduits, and any and all related materials and equipment making up the Monuments.
- 3. **"Laws"** means any order, certificate, judicial decision, statute, constitution, ordinance, resolution, rule, tariff, administrative order, or other requirement of any

municipality, county, state, federal, or other agency having jurisdiction over the parties to this Agreement, in effect either at the time of execution of this Agreement or at any time during the location of the Improvements in the Public Right-of-Way including, without limitation, any regulation or order of an official entity or body. A reference to "Laws" shall include, without limitation, any provision of the Beaumont Municipal Code or any other City ordinance or regulation.

4. **"Public Right-of-Way"** means the surface, the air space above the surface, and the area below the surface of the public streets, roads, sidewalks, lanes, courts, ways, alleys, boulevards, and places including, without limitation, all public utility easements and public service easements as the same now or hereafter may exist that are under the jurisdiction of the City. This term shall not include any property owned by any person or agency other than the City, except as provided by applicable Laws or pursuant to an agreement between the City and any person.

B. LIMITATIONS AND RESTRICTIONS

1. **Encroachment.** Subject to the provisions of this Agreement and all applicable Laws, City hereby authorizes HOA to maintain existing Improvements shown on Exhibit "A" within the City's Public Right-of-Way. Subject to the provisions of this Agreement and all applicable Laws, City hereby authorizes HOA to encroach upon City's Public Right-of-Way for the purpose of construction, installation, maintenance, removal and repair of the Improvements as described and shown in any applicable Permit, which by this reference is incorporated herein (the "Work"). Developer hereby certifies that the descriptions and drawings submitted to the City for the Improvements are true, complete and accurate. This permission granted under this Agreement is subject to the terms and conditions set forth in the Code of the City of Beaumont ("Code") including, but not limited to, **Title 12, Chapter 12.12**. Developer shall be responsible for construction, installation, maintenance and repair of Improvements until the same have been transferred to the HOA and accepted by the HOA as part of the common area of the Project as evidenced by a written agreement between Developer and HOA a copy of which shall be delivered to City in the form attached hereto as Exhibit "B".

2. **Permit.** Developer shall not commence any Work until Developer has first obtained a permit ("Permit") to do so. Permit applications and accompanying fees must be submitted and paid, respectively, in accordance with the provisions of City's policies, procedures, and rules. Developer is solely responsible for any permit fees or related costs.

3. **Dig Alert.** HOA and Developer are hereby given notice of existing state law, Sec. 4215 et seq., Chapter 3.1, Division 5, Title 1 of the Government Code, as amended by A.B. 73, effective January 1, 1990, which requires owners of underground improvements

to join a regional notification center, e.g., USA, which requires contractors to contact such a regional notification center prior to excavation; requires facility owners to mark their underground improvements when notified; and sets civil penalties for failure to comply therewith. Prior to construction, Developer shall contact USA to verify the location of existing underground improvements¹.

4. Interference. Except as permitted by applicable Laws or this Agreement, in the performance and exercise of its rights and obligations under this Agreement, neither Developer nor HOA shall interfere in any manner with the existence and operation of any and all of the following at any of the properties where the Improvements are located without the approval of the owner(s) of the affected property or properties: Public and private rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, overhead and underground electric and telephone wires, electroliers, cable television, and other telecommunications, utility, and municipal property.

5. Compliance with Law. HOA and Developer shall comply with all applicable Laws in the exercise and performance of its rights and obligations under this Agreement. No repair or construction shall be performed except in accordance with the provisions of the Code pertaining to encroachments. Except as otherwise expressly provided herein, City reserves all of its rights under all Laws.

6. Type of Interest. This Agreement is not a grant by the City of any property interest but is made subject and subordinate to the prior and continuing right of the City to use all of the Public Right-of-Way in the performance of its duties, including, but not limited to, public use as a street and for the purpose of laying, installing, maintaining, repairing, protecting, replacing, and removing sanitary sewers, water mains, storm drains, gas mains, poles, overhead and underground electric and telephone wires, electroliers, cable television, and other utility and municipal uses together with appurtenances thereof and with right of ingress and egress, along, over, across, and in said Public Right-of-Way. The permission granted hereunder shall not in any event constitute an easement on or an encumbrance against City property or against the Public Right-of-Way. No right, title or interest (including franchise interest) in the Public Right-of-Way, or any part thereof, shall vest or accrue in HOA or Developer by reason of this Agreement or the issuance of any Permit or exercise of any privilege given thereby. Nothing in this Agreement shall be construed as granting or creating any franchise rights.

7. Existing Rights. This Agreement is made subject to all easements, restrictions, conditions, covenants, encumbrances, and claims of title which may affect the Public Right-of-Way which are in existence or recorded in the public record before the date of

¹ Since the defined term "Improvements" refers to the Monuments we think it is not applicable here

this Agreement, and it is understood that Developer, at its own cost and expense, shall obtain such permission as may be necessary and consistent with any other existing rights.

8. No Cost to City. The construction, installation, operation, maintenance, and removal of said Improvements shall be accomplished without cost or expense to City and subject to reasonable approval of the City in such a manner as not to endanger personnel or property, or unreasonably obstruct travel on any road, walk, or other access thereon within said Public Right-of-Way.

9. Work Standards; Repairs. The work associated with installing, maintaining, repairing and removing any Improvements shall be done in a good, workman-like and skillful manner, subject to the supervision and reasonable satisfaction of City. At all times that construction or excavation is being conducted by Developer or HOA under this Agreement Developer's or HOA's representative, as applicable, shall be physically present at the construction site. Work shall comply with all standards imposed by City Law and be conducted with the least possible hindrance or interference to the City Property. The Improvements shall be maintained in good and safe condition and repair and free from any defect, nuisance or other threat to health, safety and welfare, to the reasonable satisfaction of the City. Developer (with respect to Improvements prior to transfer to the HOA) and HOA (thereafter) shall be responsible for any damage to City street pavements, existing utilities, curbs, gutters, sidewalks or to any private property or improvements, including but not limited to subsidence, cracking, erosion, collapse, weakening, or loss of lateral support, to the extent attributable to its installation, maintenance, repair or removal of its Improvements in the Public Right-of-Way and shall repair, replace and restore in kind any such damaged improvements at its sole expense and to the satisfaction of City – The foregoing is not intended to and shall not limit, waive, bar or eliminate any claim or cause of action, including for indemnity, the HOA may have against Developer with respect to any damage caused or created by Developer or resulting from any operation, work or services by Developer, whether such damage is to a City street or any other property or improvement. If Public Right-of-Way to be used by Developer or HOA has preexisting installation(s) placed in said Right-of-Way, Developer or HOA shall assume the responsibility to verify the location of the preexisting installation and notify City and any third party of the proposed installation. The cost of any work required of such third party or City to provide adequate space or required clearance to accommodate Developer's installation shall be borne solely by Developer.

10. Term and Extension. The term of this Agreement shall commence as of the Effective Date, and shall continue so long as the Improvements remain in place subject to the other terms of this Agreement.

11. Reservation of Rights. The City reserves any and all rights it may have now or in the future to legally regulate or otherwise condition the use of the Improvements and related activities. The City's agreement hereto is not a waiver of and is without prejudice to any right, power or authority the City may have under law. City reserves any and all rights it may have under applicable Laws concerning the subject matter of this Agreement.

12. Removal and Relocation. Developer (with respect to Improvements prior to transfer to the HOA) and HOA (thereafter) shall remove or relocate, without cost or expense to City, any Improvements installed, used, and maintained under this Agreement which are located on Public Rights-of-Way if and when made necessary by any City required relocation, widening, change of grade or realignment of any street, and/or the construction, maintenance, or operation of any other City underground or aboveground Improvements including but not limited to City-owned sewer, storm drain, conduits, streetlamps, traffic signals, gas, water, electric or other utility system, or pipes owned by City or any other public agency. In the event all or any portion of said Public Right-of-Way occupied by said Improvements shall be needed by City, or in the event the existence of said Improvements shall be considered detrimental to City governmental activities, including, but not limited to, interference with the safe passage of traffic or pedestrians, interference with City construction projects, or conflicts vertically and/or horizontally with any proposed City installation, Developer/HOA, as applicable, shall remove or relocate said Improvements to such other location or locations on said Public Right-of-Way as may be designated by City. Said removal or relocation shall be completed in accordance with applicable law and City ordinances within ninety (90) days of notification by City, unless exigencies dictate a shorter period for removal, relocation and/or abandonment, and such shorter period is stated in the written request (the "RRA Notice Period"). The RRA Notice Period shall be no less than thirty (30) days in advance. In the event said Improvements are not removed or relocated within the period of time specified in the preceding sentence, City may cause the same to be done at the sole expense of Developer (with respect to Improvements prior to transfer to the HOA) or HOA (thereafter).

13. Abandonment. If any portions of the Improvements covered under this Agreement are no longer used by HOA, or are abandoned for a period in excess of one (1) year, Developer (with respect to Improvements prior to transfer to the HOA) and HOA (thereafter) shall notify City and shall promptly vacate and remove the Improvements at its own expense. When removal or relocation are required under this Agreement, Developer (with respect to Improvements prior to transfer to the HOA) and HOA (thereafter) shall, after the removal or relocation of the Improvements, at its own cost, repair and return the Public Right-of-Way or public utility or service easements on which the Improvements were located to a safe and satisfactory condition in accordance with the construction-related conditions and specifications as established by City according to its standard practice. Should Developer or HOA remove the Improvements

from the Public Right-of-Way, the party that removed the Improvements shall, within ten (10) days after such removal, give notice thereof to City specifying the right-of-way affected and the location thereof as well as the date of removal. Before proceeding with removal or relocation work, Developer (with respect to Improvements prior to transfer to the HOA) and HOA (thereafter) shall obtain all permits from the City required under its Laws including, but not limited to, an encroachment permit.

14. Construction Permit and Fees. Developer (with respect to Improvements prior to transfer to the HOA) and HOA (thereafter) shall apply for an encroachment permit for all work and each job within the Public Right-of-Way². And Developer shall furnish detailed plans and specifications for the work and other such information as required by the City and shall pay all processing, field marking, engineering, and inspection fees prior to issuance of a permit in accordance with the rates in effect at the time of submission of the permit. Said improvements shall be constructed and installed in accordance with the City Law, existing easements and right-of-way grants benefiting other utility companies, and as further provided for in the provisions of this Agreement.

15. Performance Bond. Prior to the issuance of an Encroachment Permit, Developer (with respect to Improvements prior to transfer to the HOA) and HOA (thereafter) shall provide City with a performance bond naming City as obligee in the amount equal to one hundred percent (100%) of the value of the work to be performed by or on behalf of Developer/HOA within and affecting the Public Right-of-Way to guarantee and assure the faithful performance of Developer/HOA obligations under this Agreement. City shall have the right to draw against the surety bond in the event of a default by Developer/HOA in the event that Developer/Developer fails to meet and fully perform any of its obligations; provided that Developer/HOA is first given written notice of any intent to draw against the bond and an opportunity to cure. Following completion of the work by Developer/HOA and its inspection and acceptance by the City, the performance bond shall remain in effect to the extent of ten percent (10%) of the value of the work to guarantee and assure that faithful performance of Developer's/HOA's obligations under this Agreement for a period of one (1) year from the City's acceptance of the work. City shall have the right to draw against the bond in the event of a default by Developer/HOA or in the event that Developer/HOA fails to meet and fully perform any of its obligations. The form of the performance bond shall be furnished and reasonably approved by the City.

16. Hold Harmless and Indemnification.

Developer for itself, its agents, contractors and employees, agrees to indemnify, defend and hold harmless City, its officers, employees, and agents and any successors to City's

² New Monuments will be built prior to dedication of public rights of way

interest from and against any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and cleanup actions of any kind, all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense to the extent arising directly out of the Developer's breach of this Agreement, except to the extent arising from the City's or its officers', employees', agents', contractors' and subcontractors' willful actions or negligent acts or omissions.

HOA for itself, its agents, contractors and employees, agrees to indemnify, defend and hold harmless City, its officers, employees, and agents and any successors to City's interest from and against any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and cleanup actions of any kind, all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense to the extent arising directly out of the HOA's breach of this Agreement, except to the extent arising from the City's or its officers', employees', agents', contractors' and subcontractors' willful actions or negligent acts or omissions.

17. Insurance³. HOA shall obtain and maintain at all times during the term of this Agreement comprehensive general and automobile liability insurance protecting HOA in an amount of not less than Two Million Dollars (\$2,000,000) per occurrence, including bodily injury and property damage, as a combined single limit or equivalent. Such insurance shall include City, as defined above, as additional insured parties, as its or their interest may appear. Coverage shall be in accordance with the limits specified and the provisions indicated herein. Claims made policies are not acceptable. When an umbrella or excess coverage is in effect, it must follow the form of the underlying coverage. HOA shall file the required original Certificate of Insurance with endorsements with City, subject to City's reasonable approval, and shall clearly state the policy number; name of insurance company; name, address and telephone number of the agent or authorized representative; name, address and telephone number of insured; project name and address; policy expiration date; and specific coverage amounts. That any cancellation notice is unqualified as to the acceptance of liability for failure to notify City; and that HOA's insurance is primary. HOA shall obtain and maintain at all times during the term of this Agreement statutory Workers Compensation and employer's liability insurance as required by law but at least in an amount not less than One Hundred Thousand Dollars (\$100,000) and shall furnish City with a certificate showing proof of such coverage. Insurance companies must be admitted or authorized to do business in California and

³ We do not believe the Developer should be included here since it is required to maintain insurance pursuant to other requirements of the City and there is no activity under this Agreement to be undertaken by the Developer (basically, just complying with existing laws) which should require additional insurance.

rated at least B+: IX in Best's Insurance Guide. Non-admitted insurance companies will be considered if they are rated at least A-X in the latest Best's Insurance Guide. Prior to the execution of this Agreement, any deductibles or self-insured retentions must be stated on Certificates of Insurance, and the Certificate of Insurance must be sent to and reasonably approved by the City. Current certificates shall be provided to City at all times during the term of this Agreement complying with the terms of this Agreement.

C. TERMINATION

1. **Termination.** The City may terminate this Agreement or the right to maintain any Improvement in the event that such Improvement or Improvements interfere with or are inconsistent with any City program or adversely impact the health safety and welfare.

2. **Termination for Breach.** This Agreement may be terminated by the City in the event HOA or Developer breaches any of their obligations under this Agreement, City notifies HOA and Developer of such breach in writing, and HOA or Developer fails to fully cure any such breach within thirty (30) days after receipt of such notice, or, if such cure cannot reasonably be effected within said thirty (30) days, HOA or Developer fails to commence such cure within said thirty (30) days period and thereafter diligently continues to cure the default until completion thereof. Each Party shall be entitled to exercise all rights and remedies in the event of a breach, including, in the case of a default and material breach by HOA or Developer, the City's right, at its sole discretion, to withhold issuance of any new permits and/or commence enforcement proceedings against Developer or HOA pursuant to the Beaumont Municipal Code including but not limited to Title 12, Chapter 12.12.160.

3. **Termination for Threat to Public Safety.** Notwithstanding the notice and cure periods set forth in this Agreement, in the event that the City finds that the Improvements or any of them poses a threat to the public health, welfare and safety, the City may so notify HOA or Developer (as to Improvements prior to transfer to the HOA) in writing and may, without providing HOA or Developer an opportunity to cure, take immediate steps to mitigate the threat, including but not limited to removal and/or relocation of the Improvements, the reasonable and documented cost of such work to be borne solely by HOA or Developer, as applicable. The Parties agree to attempt in good faith to work cooperatively with one another to neutralize and mitigate any threat to public health, welfare and safety caused by or exacerbated by the Improvements.

4. **Post Termination Removal.** Upon Termination for any reason, the City may require Developer (as to Improvements prior to transfer to the HOA) or HOA (thereafter) to remove the Improvements and restore the City Property according to the requirements of the Permit and the Code.

D. MISCELLANEOUS

1. **Assignment.** This Agreement shall not be assigned by HOA or Developer without the prior written approval of the City Council.
2. **Entire Agreement.** This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understanding (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. This Agreement may not be amended except pursuant to a written instrument signed by all parties.
3. **Severability.** If any one or more of the covenants or agreements or portions thereof provided in this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such covenant or covenants, such agreement or agreements, or such portions thereof shall be null and void and shall be deemed separable from the remaining covenants or agreements or portions thereof and shall in no way affect the validity or enforceability of the remaining portions of this agreement.
4. **Notices.** All notices given or which may be given pursuant to this Agreement shall be in writing and transmitted by United States mail or by private delivery systems if followed by United States mail or private delivery systems as follows:

To City at: City of Beaumont
c/o City Manager
550 E. Sixth Street
Beaumont, CA 92223

To HOA at: Fairway Canyon Community Association
c/o FirstServiceResidential
Attn: Community Manager
15241 Laguna Canyon Road
Irvine, CA 92618

To DEVELOPER at: SDC Fairway Canyon LLC
c/o Argent Management Inc.
4131 S. Main Street
Santa Ana CA 92707

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate on the date and year first written herein:

“CITY”

THE CITY OF BEAUMONT

By: _____

Mayor

By: _____

City Clerk

APPROVED AS TO FORM

City Attorney

“HOA”

Fairway Canyon Community Association, a California mutual benefit corporation

By: Michelle Hays

By: [Signature]

“DEVELOPER”

SDC FAIRWAY CANYON LLC, a Delaware limited liability company

By: ~~Argent Management, its manager~~

By: [Signature] Dale Strickland
Its Authorized Signatory

Attached: Encroachment Agreement for the Installation of Monuments within the Public Right-of-Way

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 Riverside

On June 24, 2021 before me, Coral Guerrero, Notary Public
(here insert name and title of the officer)

personally appeared Michael Hughes and Brett Hughes

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 Coral Guerrero



(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 June 21, 2021 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
SDC Fairway Canyon, LLC
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER
 Individual (s)
 Corporate Officer

(Title)
 Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other Authorized Signatory

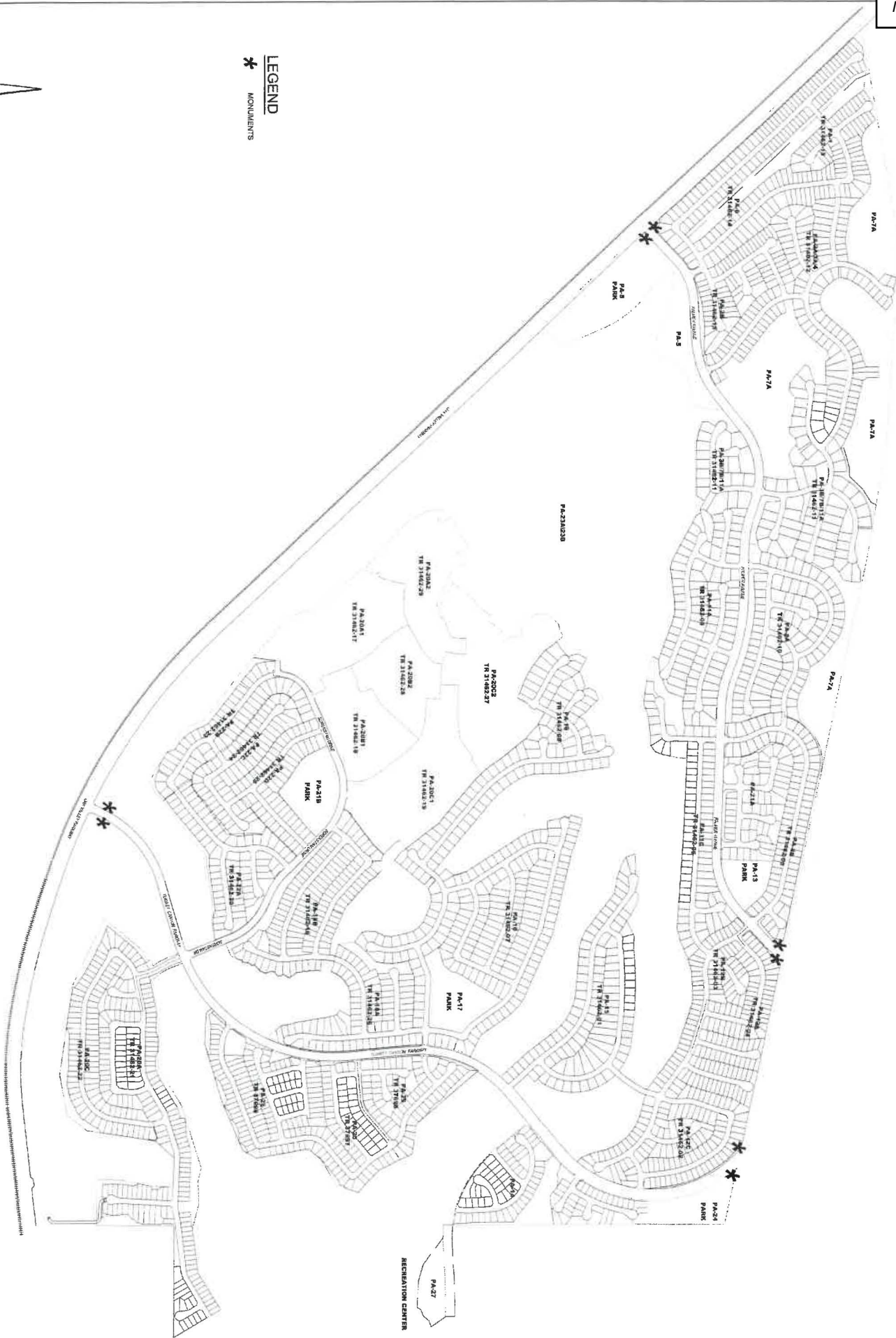
INSTRUCTIONS FOR COMPLETING THIS FORM

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

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



LEGEND
* MONUMENTS



FAIRWAY CANYON

By: _____

EXHIBIT "A"
(attach map)

EXHIBIT “B”
(form of letter)

Fairway Canyon Community Association, a California mutual benefit corporation

To: City Manager

City of Beaumont

550 E. Sixth Street

Beaumont, CA 92223

This is to notify the City of Beaumont that the entry monuments located at ____ and ____ have been completed to the satisfaction of the Fairway Canyon Community Association, and the Fairway Canyon Community Association hereby accepts the same as part of the common area of the Association. This will also confirm that the Association is responsible from the date of this letter for the obligations relative to the entry monuments under that certain Encroachment Agreement dated ____ between the City of Beaumont, the Association and SDC Fairway Canyon LLC.

This letter has been authorized by all required actions of the Fairway Canyon Community Association, a California mutual benefit corporation, in accordance with its CC&Rs, Bylaws and applicable law and the undersigned has been duly appointed to execute this Letter on behalf of the Fairway Canyon Community Association.



Staff Report

TO: City Council

FROM: Christina Taylor, Community Development Director

DATE: August 3, 2021

SUBJECT: **Second Reading of an Ordinance for a Proposed Amendment to Table 17.03-3 “Permitted Uses in Base Zone Districts” of the Beaumont Municipal Code Adding Additional Permitted Uses and Addition of Definitions to Chapter 17.14.030**

Background and Analysis:

On October 15, 2019, the City Council adopted Interim Urgency Ordinance No. 1111 for a moratorium on public storage facilities, moving and storage establishments, automobile parking facilities, recreational vehicle parking, truck stops and terminals and building storage yards. On November 19, 2019, the City Council adopted Ordinance No. 1114 for an extension of ten (10) months and fifteen (15) days to the temporary moratorium. On October 6, 2020, City Council approved a final one (1) year extension of the ordinance and directed City staff to bring back development standards for these uses.

At the June 1, 2021, City Council meeting, a public hearing was held and continued to the June 15, 2021, City Council meeting where the addition of Chapter 17.11.150 “Storage Uses” to the Beaumont Municipal Code was considered and the first reading approved. The second reading of the ordinance was presented on the consent calendar for consideration and will take effect on August 20, 2021. On July 20, 2021, City Council approved the first reading of this item.

As the ordinance takes effect, City staff would like to ensure consistency amongst the parts of the municipal code which speak to the storage uses identified and defined in the new ordinance. As such, City staff is proposing the uses identified in Chapter 17.11.150 be included in Table 17.03-3 Permitted Uses in Base Zone Districts as well as in Chapter 17.14.030 Definitions. This will ensure clarity and aid in implementation of the ordinance.

The inclusions in 17.14.030 definitions are as follows:

Outdoor Storage use means establishments that engage primarily in the outdoor storage of goods, materials (except temporary storage of construction materials associated with an active building permit), machines, vehicles, trailers, and other equipment.

Truck Yard or Truck Terminal means a type of outdoor storage use whereby an outdoor lot, lot area, or parcel of land used, is designed and maintained primarily for the purpose of storing, parking, dispatching, or keeping trucks, tractors, construction equipment and associated equipment together with or without facilities necessary to service, dispatch, store or maintain aforementioned vehicles, their cargos and crews. Also applies to a business engaged in the storage and distribution of goods having more than five heavy trucks (having a rating of more than 10,000 pounds and/or an unladen weight of more than 6,000 pounds) on the premises at any one time but excluding trucking accessory to another industrial use on the site.

Automobile Parking or Storage Facility means a type of outdoor storage use whereby an outdoor lot, lot area, or parcel of land used, is designed and maintained primarily for the purpose of storing, parking, dispatching, or keeping automobiles or recreational vehicles (including RV's, boats, watercraft, off-road vehicles) or other vehicles, together with or without facilities necessary to service, dispatch, store or maintain aforementioned vehicles, their cargos and crews. Also applies to a business establishment providing towing and/or storage of operative or inoperative vehicles. This classification includes the storage of tow-aways, impound yards, and storage lots for buses and recreational vehicles, but does not include vehicle dismantling.

Contractor or Building Materials Storage Yard means establishments which engage primarily in the outdoor storage of goods, materials (except temporary storage of construction materials associated with an active building permit), machines, vehicles, trailers, and other equipment associated with a construction or contractor's business licensed within the City of Beaumont.

Mini-storage, Mini-warehouse, Self-storage or Public-storage means an operation serving the public where customers rent or lease, or self-store and have direct access to, individual storage areas, compartments, or facilities rooms within a larger structure or structures provided for storage use. This use may also include limited caretaker facilities.

Each of the specified uses above will be added to Table 17.03-3 Permitted Uses in Base Zone Districts as shown in red in the table below.

Table 17.03-3 Permitted Land Uses for Base Zone Districts ¹										
	RC	PF	RR	RSF	RTN	RMF	CN	CC	M	UV
Automobile Parking or Storage Facilities	N	N	N	N	N	N	C	P	P	C
Contractor or Building Materials Storage Yard	N	N	N	N	N	N	N	N	P	N
Moving and Storage Establishments	N	N	N	N	N	N	N	N	P	N
Mini-Storage, Mini-Warehouse, Self-Storage	N	N	N	N	N	N	N	N	P	N
Truck Stops and Terminals, Truck Yard	N	N	N	N	N	N	C	C	C	N

A complete version of Table 17.03-3 Permitted Uses in Base Zone Districts is provided as Attachment C to this staff report.

Fiscal Impact:

The cost to prepare this staff report is approximately \$300.

Recommended Action:

Waive the second reading and adopt by title only, “An Ordinance of the City Council of the City Of Beaumont, California Amending Table 17.03-3 ‘Permitted Uses for Base Zone Districts’ and Amending Chapter 17.14.030 ‘Definitions’ of The Beaumont Municipal Code.”

Attachments:

- A. Ordinance
- B. Table 17.03-3
- C. Chapter 17.14.030

ORDINANCE NO.

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF BEAUMONT, CALIFORNIA
AMENDING TABLE 17.03-3 "PERMITTED USES FOR BASE ZONE DISTRICTS"
AND
AMENDING CHAPTER 17.14.030 "DEFINITIONS," OF
THE BEAUMONT MUNICIPAL CODE**

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

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

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

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

SECTION 4. The City Council hereby amends Title 17, Table 17.03-3 "Permitted Uses in Base Zone Districts" to include uses specifically set forth in Exhibit "A", which Exhibit is attached hereto and made a part hereof.

SECTION 5. The City Council hereby amends Title 17, Chapter 17.14.030 "Definitions" to include uses specifically set forth in Exhibit "B", which Exhibit is attached hereto and made a part hereof.

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

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

INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Beaumont, California, held on the 20th day of July 2021, by the following roll call vote:

AYES:

NOES

ABSENT

ABSTAIN

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Beaumont, California, held on the 20th day of July 2021.

AYES:

NOES:

ABSENT:

ABSTAIN:

Mike Lara, Mayor

Attest: _____

City Clerk

Approved as to form:

John O. Pinkney, City Attorney

Table 17.03-3 Permitted Land Uses for Base Zone Districts ¹										
	RC	PF	RR	RSF	RTN	RMF	CN	CC	M	UV
Administrative Professional Services										
Administrative/Professional Offices	N	N	N	P	N	N	P	P	P	P
Advertising Agencies	N	P	N	N	N	N	P	P	C	P
Architectural/Engineering/Design Services	N	P	N	N	N	N	P	P	P	P
Attorney/Legal Services	N	P	N	N	N	N	P	P	C	P
Business Management Services	N	P	N	N	N	N	P	P	C	P
Government Offices	P	P	P	P	P	P	P	P	P	P
Travel Agencies	N	P	N	N	N	N	P	P	C	P
Agricultural Uses										
Animal Keeping (Commercial Use)	N	N	P	C	C	N	C	C	C	C
Animal Keeping (Accessory Use)	N	A	A	A	A	A	C	C	C	C
Animal Rescue Facilities	N	N	P	C	C	N	N	N	C	N
Apiaries	N	N	P	C	C	N	N	N	N	N
Aviaries	N	N	P	N	N	N	N	N	C	N
Catteries	N	N	P	C	C	N	C	C	C	C
Commercial Growing Establishments	N	N	P	N	N	N	N	N	C	N
Community Gardens	N	N	P	P	P	P	P	P	N	P
Dairies	N	N	P	N	N	N	N	N	N	N
Kennels (all Classes)	N	N	P	C	C	N	C	C	C	C
Produce Stands	N	N	P	N	N	N	N	N	P	N
Stables	N	N	P	N	N	N	N	N	N	N
Alcohol Service and Sales										
Bars or Cocktail Lounges ²	C	N	N	N	N	N	C	C	C ⁷	C
Liquor Stores ^{2, 4}	N	N	N	N	N	N	C	C	N	C
Restaurants with Alcoholic Beverage Sales	C	N	N	N	N	N	C	C	C	C
Automotive Services										
Automobile, Motorcycle, and Marine Craft Sales (New and Used)	N	N	N	N	N	N	C	P	C	C

Table 17.03-3 Permitted Land Uses for Base Zone Districts ¹										
	RC	PF	RR	RSF	RTN	RMF	CN	CC	M	UV
Automobile Parking or Storage Facilities	N	N	N	N	N	N	C	P	P	C
Automobile Rental Agencies	N	N	N	N	N	N	P	P	P	C
Automobile Repair Facilities	N	N	N	N	N	N	C	P	P	N
Automobile Towing and/or Wrecking Facilities	N	N	N	N	N	N	N	N	C	N
Body and Paint Shops	N	N	N	N	N	N	C	C	C	N
Car Wash	N	N	N	N	N	N	C	C	C	C
Gas/Service Stations	N	N	N	N	N	N	C	C	C	C
Limousine Services	N	N	N	N	N	N	P	P	P	N
Recharging Stations	Allowed (P) in any area designed for the parking or loading of vehicles.									
Towing Services with Indoor Vehicle Service	N	N	N	N	N	N	C	C	C	N
Towing Services with Outdoor Vehicle Storage	N	N	N	N	N	N	N	N	C	N
Truck/Trailer Rentals	N	N	N	N	N	N	C	C	P	N
Communications Facilities										
Wireless Telecommunication Facility — Stealth	C	N	N	N	N	N	C	C	C	C
Radio and Television Broadcasting Studios	N	N	N	N	N	N	N	P	P	P
Recording and Sound Studios	N	N	N	N	N	N	N	P	P	P
Satellite Dishes (Non-Private)	N	N	N	N	N	N	P	P	P	P
Satellite Dishes (Private Use)	N	N	P	P	P	P	N	N	C	P
Ham Radio Antennae (Private Use)	N	N	P	P	P	P	P	P	P	P
Daycare Facilities										
Commercial Day Care Facilities	N	N	N	C ⁵	C ⁵	N	P	P	C	C
Educational Establishments										

Table 17.03-3 Permitted Land Uses for Base Zone Districts ¹										
	RC	PF	RR	RSF	RTN	RMF	CN	CC	M	UV
Elementary, Junior, and High Schools/Private & Charter	N	P	C	C	C	C	C	C	C	C
Elementary, Junior, and High Schools/Public	N	P	P	P	P	P	C	C	C	C
College or University	N	P	C	C	C	C	C	C	C	C
Tutoring & Testing	N	P	A	A	A	A	C	C	C	C
Vocational and Trade Schools	N	P	C	C	C	C	C	C	C	C
Food and Beverage Sales										
Bakeries	N	N	N	C ⁵	C ⁶	C ^{5,6}	P	P	P	P
Catering Establishments	N	N	N	N	N	N	P	P	P	P
Convenience Markets	N	N	N	C ⁵	C ⁶	C ^{5,6}	P	P	P	P
Grocery Stores/Supermarkets	N	N	N	C ⁵	C ⁶	C ^{5,6}	P	P	N	P
Grocery Store, Alcohol Sales	N	N	N	C ⁵	C ⁶	C ^{5,6}	P	P	N	P
General Merchandise and Trade										
Antique Sales	N	N	N	N	N	N	P	P	A	P
Appliance Sales	N	N	N	N	N	N	P	P	C	P
Art Galleries and Supplies	N	N	N	N	N	N	P	P	N	P
Beauty Supplies	N	N	N	N	N	N	P	P	N	P
Books and Magazines	N	N	N	C ⁵	C ⁶	C ^{5,6}	P	P	N	P
Building Materials	N	N	N	N	N	N	N	P	P	N
Building Materials with outdoor sales/storage	N	N	N	N	N	N	N	C	P	N
Camera and Photographic Supplies	N	N	N	N	N	N	P	P	N	P
Candy Stores	N	N	N	N	N	N	P	P	N	P
Cigar/Cigarette Shops ²	N	N	N	N	N	N	C	C	N	C
Clothing Stores	N	N	N	N	N	N	P	P	N	P
Department Stores	N	N	N	N	N	N	P	P	N	P
Discount Stores	N	N	N	N	N	N	P	P	N	P
Electronic Equipment Sales	N	N	N	N	N	N	P	P	C	P
Equipment Sales and Rentals	N	N	N	N	N	N	C	C	P	N

Table 17.03-3 Permitted Land Uses for Base Zone Districts ¹										
	RC	PF	RR	RSF	RTN	RMF	CN	CC	M	UV
Florists	N	N	N	C ⁵	C ⁶	C ^{5, 6}	P	P	N	P
Freight Forwarding Services	N	N	N	N	N	N	P	P	P	P
Furniture and Home Furnishings	N	N	N	N	N	N	P	P	N	P
Garden Supply	N	N	N	N	N	N	P	P	N	P
Gifts, Crafts, and Novelties	N	N	N	C ⁵	C ⁶	C ^{5, 6}	P	P	N	P
Guns and Ammunition	N	N	N	N	N	N	N	C	C	P
Hardware Stores	N	N	N	N	N	N	P	P	N	P
Hobby, Toy and Game Stores	N	N	N	C ⁵	C ⁶	C ^{5, 6}	P	P	N	P
Indoor Swap Meets	N	N	N	N	N	N	N	C	C	N
Jewelry Sales and Repair	N	N	N	N	N	N	P	P	N	P
Leather Goods	N	N	N	N	N	N	P	P	N	P
Luggage Sales	N	N	N	N	N	N	P	P	N	P
Office Equipment, Furniture, and Supplies	N	N	N	N	N	N	P	P	P	P
Pet Sales and Supplies	N	N	N	N	N	N	P	P	P	P
Records, Tapes, and Videos	N	N	N	C ⁵	C ⁶	C ^{5, 6}	P	P	N	P
Retail, Other Specialty	N	N	N	N	N	N	P	P	N	P
Sporting Goods and Equipment	N	N	N	N	N	N	P	P	P	P
Surplus Stores	N	N	N	N	N	N	P	P	C	N
Thrift and Second-Hand Stores	N	N	N	N	N	N	C	C	N	N
Variety Stores	N	N	N	N	N	N	P	P	N	C
Wholesale Establishments	N	N	N	N	N	N	P	P	C	P
Lodging										
Bed and Breakfast Facilities	C	N	C	C	C	C	P	P	N	P
Emergency Shelters	N	N	N	N	N	N		P		N
Hotels and Motels	C	N	N	N	N	N	P	P	C	P
Residence Inns	C	N	N	N	N	N	P	P	N	P
Single-Room Occupant (SRO) Facilities	N	N	N	N	N	N	C	C	N	N
Trailer Parks and Campsites	C	N	N	N	N	C	N	N	N	N



Table 17.03-3 Permitted Land Uses for Base Zone Districts ¹										
	RC	PF	RR	RSF	RTN	RMF	CN	CC	M	UV
Transitional Housing	N	N	N	N	C	C	C	C	N	N
Manufacturing and Industrial										
Apparel/Textile Products	N	N	N	N	N	N	N	N	P	N
Assembly Plants	N	N	N	N	N	N	N	N	P	N
Bottling Plants	N	N	N	N	N	N	N	N	P	N
Bulk Postal Service Facilities	N	N	N	N	N	N	N	N	P	N
Chemicals	N	N	N	N	N	N	N	N	P	N
Contract Construction Services	N	N	N	N	N	N	N	N	P	N
Contractor or Building Materials Storage Yard	N	N	N	N	N	N	N	N	P	N
Data Services	N	N	N	N	N	N	N	N	P	N
Exterminating Services	N	N	N	N	N	N	C	C	P	N
Feed and Fuel Yards	N	N	N	N	N	N	N	N	P	N
Food and Kindred Products	N	N	N	N	N	N	N	N	P	N
Furniture	N	N	N	N	N	N	N	N	P	N
Lumber/Wood Products	N	N	N	N	N	N	N	N	P	N
Moving and Storage Establishments	N	N	N	N	N	N	N	N	P	N
Mini-Storage, Mini-Warehouse, Self-Storage or Public-Storage	N	N	N	N	N	N	N	N	P	N
Metal Salvage Yards	N	N	N	N	N	N	N	N	P	N
Paper Products	N	N	N	N	N	N	N	N	P	N
Petroleum-Related Materials	N	N	N	N	N	N	N	N	C	N
Primary Metal Industries (Electroplating)	N	N	N	N	N	N	N	N	C	N
Printing/Publishing	N	N	N	N	N	N	N	N	P	N
Professional/Scientific/Electronic Products	N	N	N	N	N	N	N	N	P	N
Research Services and Laboratories	N	N	N	N	N	N	N	N	P	N
Retail Sales of Products Manufactured or Stored On-Site	N	N	N	N	N	N	N	N	P	N
Sandblasting and Beadblasting	N	N	N	N	N	N	C, A	C, A	C	N
Taxidermy	N	N	N	N	N	N	N	N	C	N
Medical/Health Care										
Ambulance Services	N	N	N	N	N	N	P	P	P	N

Table 17.03-3 Permitted Land Uses for Base Zone Districts ¹										
	RC	PF	RR	RSF	RTN	RMF	CN	CC	M	UV
Animal Hospitals/Veterinaries	N	N	N	N	N	N	P	P	P	P
Clinics	N	N	N	N	N	N	P	P	C	P
Convalescent Homes	N	N	C	C	C	C	P	P	N	C
Chemical Dependency Clinics	N	N	N	N	N	C	C	N	N	C
Hospitals	N	N	N	N	N	N	P	P	N	C
Medical/Dental Offices	N	N	N	N	N	N	P	P	N	P
Pharmacies	N	N	N	N	N	N	P	P	N	P
Pharmacies, with drive-through	N	N	N	N	N	N	C	C	N	P
Personal Services										
Banking, Credit Unions, Financial Services	N	N	N	N	N	N	P	P	N	P
Barbers and Beauty Parlors	N	N	N	C ⁵	C ⁶	C ^{5,6}	P	P	N	P
Cemeteries	N	C	C	C	C	C	C	C	C	N
Check Cashing Services	N	N	N	N	N	N	P	P	N	N
Commercial Pet Grooming Services	N	N	N	N	N	N	P	P	C	P
Dry Cleaners	N	N	N	C ⁵	C ⁶	C ^{5,6}	P	P	N	P
Funeral Parlors, Mortuaries	N	N	N	N	N	N	C	C	C	C
Laundries, Laundromats	N	N	N	C ⁵	C ⁶	C ^{5,6}	P	P	C	P
Locksmith and Key Shops	N	N	N	N	N	N	P	P	P	P
Pawnbrokers	N	N	N	N	N	N	C	C	N	N
Massage Establishment	N	N	N	N	N	N	C	C	N	C
Photocopying and Photo Developing Services	N	N	N	N	N	N	P	P	P	P
Photography Studios	N	N	N	N	N	N	P	P	N	P
Shoe Repair Shops	N	N	N	C ⁵	C ⁶	C ^{5,6}	P	P	C	P
Tailors	N	N	N	C ⁵	C ⁶	C ^{5,6}	P	P	C	P
Tattoo/Body Piercing Services	N	N	N	N	N	N	C	C	N	C
Public and Quasi-Public Uses										
Community Recreation Centers	P	P	P	P	P	P	N	N	N	P
Cultural Facilities		P	P	P	P	P	N	N	N	P



Table 17.03-3 Permitted Land Uses for Base Zone Districts ¹										
	RC	PF	RR	RSF	RTN	RMF	CN	CC	M	UV
Libraries	P	P	P	P	P	P	C	C	N	P
Museums	P	P	P	P	P	P	C	C	N	P
Parks	P	P	P	P	P	P	P	P	N	P
Public Safety Facilities	N	P	P	P	P	P	P	P	P	P
Senior Citizen Activity Centers	N	P	P	P	P	P	P	P	N	P
Recreation and Entertainment										
Adult-Oriented Businesses	N	N	N	N	N	N	N	N	C	N
Amusement Parks	N	N	C	N	N	N	C	C	C	C
Athletic Fields	N	P	P	P	P	P	N	N	N	P
Batting Cages	N	N	N	N	N	N	C	C	C	P
Billiard and Pool Halls	N	N	N	N	N	N	C	C	N	C
Bowling Alleys	N	N	N	N	N	N	P	P	N	P
Commercial Athletic Facility	N	N	N	N	N	N	C	C	C	C
Dance Studios	N	N	N	N	N	N	P	P	N	P
Golf Driving Ranges	C	N	N	N	N	N	N	C	C	C
Health Clubs and Gymnasiums	N	N	N	N	N	N	C	C	C	C
Miniature Golf Courses	N	N	C	N	N	N	C	C	N	P
Off-Road Mini-Bike and Motorcross Courses	C	N	C	N	N	N	N	C	C	N
Public Auditorium/Auditoriums	N	P	N	N	N	N	P	P	N	P
Shooting Range (Indoor)	N	N	N	N	N	N	N	N	C	N
Skating Rinks	N	N	N	N	N	N	N	C	C	P
Video Arcades	N	N	N	N	N	N	C	C	N	C
Recycling										
Collection Facilities	N	N	N	N	N	N	C	C	C	N
Processing Facilities	N	N	N	N	N	N	C	C	C	N
Religious Institutions										
Churches	N	C	C	C	C	C	P	P	C	P



Table 17.03-3 Permitted Land Uses for Base Zone Districts ¹										
	RC	PF	RR	RSF	RTN	RMF	CN	CC	M	UV
Monasteries, Convents, or Similar Religious Use	N	C	C	C	C	C	P	P	C	P
Repair Services										
Electrical and Household Appliances Repair	N	N	N	N	N	N	P	P	P	N
Furniture Refinishing	N	N	N	N	N	N	P	P	P	N
Furniture Reupholstering	N	N	N	N	N	N	C	C	P	N
Lawnmower Repair/Sales Shops	N	N	N	N	N	N	P	P	P	N
Machine Shops	N	N	N	N	N	N	C	C	P	N
Welding Shops	N	N	N	N	N	N	C, A	C, A	P	N
Residential Uses										
Accessory Guest Houses	N	N	P	P	P	P	N	N	N	P
Accessory Dwelling Units	N	N	P	P	P	P	N	N	N	P
Boarding or Rooming Houses	N	N	C	C	C	C	N	N	N	P
Caretaker's Unit	N	N	P	N	P	P	P*	N	C	P
Congregate Care Facilities	N	N	N	N	C	C	C	C	N	P
Day Care Centers, Small Family—1 to 8 Children	N	N	P	P	P	P	N	N	N	P
Day Care Centers, Large Family—7 to 14 Children	N	N	P	P	P	P	C	N	N	P
Duplexes	N	N	N	N	P	P	N	N	N	P
Group or Community Care Facilities—6 or fewer persons)	N	N	P	P	P	P	N	N	N	P
Group or Community Care Facilities—7 or more persons)	N	N	C	C	C	C	N	N	N	C
Home Occupation Businesses	N	N	P	P	P	P	N	N	N	P
Mobile Home Parks	N	N	N	N	C	C	N	N	N	N
Mobile Home or Manufactured Housing Units Single Lot	N	N	P	P	P	P	N	N	N	P
Multiple-Family, Apartment & Condominiums	N	N	N	N	P	P	P*	N	N	P
Planned Residential Developments	N	N	P	P	P	P	N	N	N	P



Table 17.03-3 Permitted Land Uses for Base Zone Districts ¹										
	RC	PF	RR	RSF	RTN	RMF	CN	CC	M	UV
Senior Housing Developments	N	N	P	P	P	P	C	N	N	P
Single-Family Dwellings	N	N	P	P	P	P	N	N	N	P
Restaurant										
Delicatessens	N	N	N	C ⁵	C ⁶	C ^{5, 6}	P	P	P	P
Fast-Food Restaurants—Without Drive-Thru ^{2,3}	N	N	N	N	N	N	P	P	P	P
Fast-Food Restaurants—With Drive-Thru ^{2,3}	N	N	N	N	N	N	C	C	N	P
Sit-Down Restaurants	C	N	N	C ⁵	C ⁶	C ^{5, 6}	P	P	C	P
Sit Down Restaurant with live Entertainment	C	N	N	N	N	N	C	C	N	C
Restaurant, serving alcohol	C	N	N	N	N	N	C	C	N	C
Service Organizations										
Philanthropic and Charitable Institutions	N	N	N	N	N	N	P	P	C	P
Service Organizations	N	N	N	N	N	N	P	P	C	P
Temporary Uses										
Street/Craft Fairs and Farmers' Markets - Ongoing	N	N	N	N	N	N	C	C	N	C
Temporary Structures (Subdivision sales Office)	C	N	P	P	P	P	P	P	P	P
Christmas Tree/Pumpkin Lots, and Similar, Not Exceeding 30 Days	C	C	C	N	N	C	P	P	P	P
Outdoor Displays	N	N	N	C ⁵	C ⁶	C ^{5, 6}	C	C	C	C
Parking Lot Sales	N	C	N	N	N	N	P	P	P	P
Amusement Enterprises	N	C	N	N	N	N	C	C	C	C
Transportation Facilities										
Bus Passenger Terminals	N	N	N	N	N	N	C	C	C	P
Charter Bus Companies	N	N	N	N	N	N	C	C	C	P
Motor Vehicle Transportation (Taxi/Shuttle)	N	N	N	N	N	N	C	C	C	N
Truck Stops and Terminals, Truck Yard	N	N	N	N	N	N	C	C	C	N

Table 17.03-3 Permitted Land Uses for Base Zone Districts ¹										
	RC	PF	RR	RSF	RTN	RMF	CN	CC	M	UV
Utilities										
Public Utility/Service Structures	N	P	N	N	N	N	N	N	P	N
Sewage Disposal Facilities/Waste Transfer	N	P	N	N	N	N	N	N	P	N
Utility Company Offices	N	N	N	N	N	N	P	P	P	N
Water Storage, Distribution, and Collection Facilities	N	P	N	N	N	N	N	N	N	N
Public Storage Facilities	N	N	N	N	N	N	N	C	C	N
Wind Energy Conversion Systems	See 17.11.140									

N = Not Permitted

P = Permitted

C = Conditionally Permitted

A = Permitted as an Accessory Use

A* = Permitted as an Accessory Use in Assembly Buildings

*Only allowed for properties on Sixth Street

1. See 17.02.070 to determine if a plot plan is required.
2. These uses shall not be located on any parcel which is located within 1,000 feet of any school providing instruction in 12th grade or below, day care center, or youth center.
3. New fast food restaurants should not be located within 1,000 feet of another fast food restaurant.
4. New liquor stores shall not be located within 1,000 feet of another liquor store.
5. Only allowed for properties on Brookside Avenue, Cougar Way, Oak Valley Parkway, 11th Street, 8th Street, Beaumont Avenue, Pennsylvania Avenue, and Highland Springs Avenue.
6. Only allowed for properties on streets designated as Arterial Roadways or Connector Streets.
7. Bars and cocktail lounges are only allowed as a conditionally permitted accessory use in the M Zone, and if the primary business is an alcohol production facility, such as a brewery, winery, or spirits manufacturer.

(Ord. No. 1016, May 15, 2012; Ord. No. 1025, § 1, 9-18-2012; Ord. No. 1074, § 4, 7-5-2016)

17.14.030 Definitions (A through Z).

A

Above-ground/on-ground pool. See "Swimming pool".

Abut or Abutting. The same as meaning adjoining.

Access. The place, or way, by which pedestrians and vehicles are provided adequate and usable ingress and egress to a property or use as required by this Zoning Code.

Accessory Use. A use incidental to, related, and clearly subordinate to the principal use established on the same lot or parcel of land where such accessory use is located.

Adjacent. Two or more lots or parcels of land separated by an alley, street, highway or recorded easement, or two or more objects located near or in close proximity to each other.

Adjoining. Two or more lots or parcels of land sharing a common boundary line, or two or more objects in physical contact with each other.

Affordable Unit. Refers to a housing development project in which 80 percent of the units shall be designated for very low-income households and 20 percent reserved for low-income households as those terms are defined in the Health and Safety Code.

Alley. A public or private right-of-way, other than a street or highway, permanently reserved as a secondary means of vehicular access to adjoining properties.

Amendment. A change in the wording, context, content, or substance of this Zoning Code or in the zoning map. Such changes must be adopted by ordinance by the City Council in the manner prescribed by law.

Amusement Arcade. Any place open to the public where five or more amusement games are maintained for use by the public. When only a portion of the premises is used for the operation of amusement games, only that portion shall be considered as an amusement arcade.

Amusement Game. Any entertainment device for which a fee is paid to play, including, but not limited to, pinball, video or other electronic games.

Animal Hospital. Shall mean a place where animals or pets are given medical or surgical treatment and cared for during the time of such treatment. Use as a kennel shall be limited to short time boarding and shall be only incidental to such hospital use.

Animals—Retail Sales. The retail sales of small animals (such as dogs, cats, birds, and fish), provided such activities take place within an entirely enclosed building.

Antique Shop. An establishment primarily engaged in the sale of antiques.

Apartment House. A building, or a portion of a building, designed or used for occupancy by three or more households living independently of each other and containing three or more individual dwelling units within a single structure.

Apartment Unit. A room or suite of two or more rooms with a single kitchen in a multiple-family dwelling, suitable for occupancy as a dwelling unit for one household.

Arcade. See "Amusement arcade".

Artists' Studio. A building containing work space and retail sales space for artists and artisans producing individual one-of-a-kind works of art, including individuals practicing a fine art, or skilled in an applied art or craft, provided that the use does not impact any other use or property with noise, odor, dust, vibration, or other

nuisance. This classification includes, but is not limited to, painter's studios, ceramic studios, and custom jewelry studios.

Assessor. The Assessor of the County of Riverside.

Automobile Parking or Storage Facility means a type of outdoor storage use whereby an outdoor lot, lot area, or parcel of land used, is designed and maintained primarily for the purpose of storing, parking, dispatching, or keeping automobiles or recreational vehicles (including RV's, boats, watercraft, off-road vehicles) or other vehicles, together with or without facilities necessary to service, dispatch, store or maintain aforementioned vehicles, their cargos and crews. Also applies to a business establishment providing towing and/or storage of operative or inoperative vehicles. This classification includes the storage of tow-aways, impound yards, and storage lots for buses and recreational vehicles, but does not include vehicle dismantling.

Automobile Wrecking or Automobile Dismantling. A business establishment engaged in the dismantling and/or wrecking of automobiles, used motor vehicles or trailers, and/or the storage, sale, or dumping of dismantled, partially dismantled, obsolete, or wrecked vehicles or parts.

Automobile Service Station. An establishment providing gasoline oil and other additives, and/or performing minor repairs and other customary services for automobiles and light vehicles, but excluding painting, body work steam cleaning, and major repairs.

Advertising Structure. A structure of any kind or character, erected or maintained for outdoor advertising purposes, upon which any poster bill,

Awning. Either a fabric covered appendage or a temporary collapsible shelter of noncombustible materials supported entirely from the exterior wall of a building.

B

Balcony. A platform that projects from the wall of a building, typically above the first level, and is surrounded by a rail, balustrade, or parapet on at least one side.

Balcony, Unenclosed. A balcony open to the sky and not fully enclosed on more than two sides.

Balloon. A floating air-filled or gas-filled object tethered to a fixed location (also see "Sign, balloon").

Banks and Savings. A state- or federally-chartered financial institution that provides retail banking

Barrier. A fence, a wall, a building wall or a combination thereof which completely surrounds the swimming pool and obstructs access to the swimming pool.

Bars and Cocktail Lounges. Establishments where alcoholic beverages are sold for consumption on the premises. This classification excludes restaurants and commercial recreation uses that may serve alcoholic beverages incidental to the primary use.

Basement. That portion of a building located between the ground level or first floor of a structure.

Billiard Parlor. An establishment that provides five or more billiard and/or pool tables.

Boarding. A residence or dwelling, other than a hotel, wherein three or more rooms are rented under three or more separate written or oral rental agreements, leases or subleases or combination thereof, whether or not the owner, agent or rental manager resides within the residence.

Building. Any structure having a roof supported by columns or by walls and intended for the shelter, housing, or enclosure of persons, animals, or property of any kind.

Building; Accessory. A detached subordinate building, the use of which is incidental to that of the primary building or to the principal use of the land, and which is located on the same lot or parcel of land with the main building or principal use of the land.

Building, Height. The vertical distance as measured continuously along a line at existing grade bisecting the width of the lot to the highest point of a building or structure, except as provided elsewhere in this Zoning Ordinance.

Building, Main. A building in which is conducted a principal use of the lot or parcel of land upon which it is situated. In a residential or agricultural zone, any residential unit shall be deemed to be a main building upon the lot or parcel of land on which it is situated.

Building Material Sales. An establishment engaged in retailing or wholesaling of building supplies or equipment. This classification includes lumber yards and tool and equipment sales, but excludes businesses engaged in the retail sales of paint and hardware, building contractor's yards, and activities classified under "Equipment Leasing and Rentals."

Building Site. The ground area of one or the ground area of two or more lots when used in combination of a building or group of buildings together with all open spaces as required by this Ordinance.

Building Wall. The vertical surface, or any element thereof, including any structural member or group of structural members attached the vertical surface, that defines the exterior boundaries of a building.

Business and Trade School. An establishment which provides on-site training of business, commercial, and/or trade skills such as accounting, data processing, and computer repair. This classification excludes establishments providing training in an activity that is not otherwise permitted in the applicable zone. Incidental instructional services in conjunction with another primary use shall not be considered a business and trade school.

C

Cabana. A structure containing not more than 700 square feet, not containing a kitchen.

Camp, Day. A facility with an organized daytime program involving the supervision and care of children.

Canopy. Has the same meaning as "awning" as defined in this section, except that a canopy contains separate supporting posts and is not supported entirely from the exterior wall of a building. A fixed overhead shelter used as may or may not be attached to a building.

Carport. A permanently-roofed structure with no more than two enclosed sides, used or intended to be used for automobile shelter and storage.

Cellar. See "Basement".

Center-line. The center-line of any street, as established by the City Engineer by official surveys, and on file in the office of the City Engineer.

Check Cashing. A business that, for compensation, engages in the business of cashing checks, warrants, drafts, money orders, or other commercial paper serving the same purpose. This classification does not include a state- or federally- chartered bank, savings association, credit union, or industrial loan company. Further, this classification does not include establishments selling consumer goods where the cashing of checks or money orders is incidental to the main purpose of the business.

Church. A facility used for religious worship and incidental religious education and/or activities, including a parsonage which shall be a maximum of 1,200 square feet or 50 percent of the assembly hall whichever is less. Setbacks and parking shall meet the residential single family requirements. This definition does not include private schools as defined in this section of the Zoning Ordinance.

Child Care Center. A facility that provides non-medical care to children under 18 years of age in need of personal services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of the individual on less than a 24-hour basis. "Child care center" includes day care centers and family day care homes.

City. Refers to the City of Beaumont.

Club, Private. Any building or premises used by an association of persons, whether incorporated or unincorporated, organized for some common purpose, but not including a group organized solely or primarily to render a service customarily carried on as a commercial enterprise. This definition does not include "Adult" business establishments.

Clubs and Lodges. A private or nonprofit organization providing meeting, recreational, or social facilities primarily for use by members and/or guests.

Commercial Printing. A business providing printing, blueprinting, photocopying, engraving, binding, or related services.

Commercial Vehicle. A vehicle which, when operated on a street, is required to be registered as a commercial vehicle under the State Vehicle Code, and which is used or maintained for the transportation of persons for hire, compensation, or profit, or which is designed, used, or maintained primarily for the transportation of property.

Commission. Refers to the Planning Commission of the City of Beaumont.

Communications Facilities. An establishment engaged in broadcasting, recording, and other communication services accomplished through electronic or telephonic mechanisms. This classification includes, but is not limited to, radio, television, or recording studios, telephone switching centers, and telegraph offices.

Communications Facilities, Wireless. An unstaffed facility used for the transmission or reception of wireless telecommunication services, commonly consisting of an antenna array, connection cables, a support structure, and ancillary support facilities.

Community Center. A building, buildings, or portions thereof used for recreational, social, educational, and cultural activities where buildings and associated improvements are owned and/or operated by a public, nonprofit, or public serving group or agency.

Condominium. An undivided interest in common in a portion of real property coupled with a separate interest in space called a "unit," the boundaries of which are described on a recorded final map, parcel map, or condominium plan. The description of the unit may refer to: a) boundaries described in the recorded final map, parcel map, or condominium plan, b) physical boundaries, either in existence, or to be constructed, such as wall, floors, and ceilings of a structure or any portion thereof, c) an entire structure containing one or more units, or d) any combination thereof. An individual condominium within a condominium project may include, in addition, a separate interest in other portions of the real property. This term shall also include stock-cooperative developments.

Condominium Project. A common interest development consisting of condominiums.

Contractor or Building Materials Storage Yard means establishments which engage primarily in the outdoor storage of goods, materials (except temporary storage of construction materials associated with an active building permit), machines, vehicles, trailers, and other equipment associated with a construction or contractor's business licensed within the City of Beaumont.

Convalescent Facilities. A business establishment engaged in providing care on 24-hour basis for persons requiring regular medical attention, but excluding facilities providing surgical or emergency medical services.

Convalescent Home. A home or establishment offering or providing lodging, meals, nursing, dietary, or other personal services to five or more convalescents, invalids, or aged persons, but shall not include surgery or the care of persons with contagious or communicable diseases.

Conversion (Condominium). A change in the type of ownership of a parcel or parcels of land, together with the existing structures, from rental housing, as defined in this section, to a condominium, community apartment, planned development, stock cooperative, or common interest development.

County. Refers to the County of Riverside.

Court. An open, unoccupied space, bounded on two or more sides by the walls of a building. "Inner court" is a court entirely enclosed within the exterior walls of a building. All other courts are referred to as outer courts.

Coverage. The percentage of total site area covered by structures, open or enclosed, excluding the following uncovered structures: steps, courts, patios, terraces, and swimming pools.

D

Dairy. Any premises where three or more cows, three or more goats or one or more cows and two or more goats, or two or more cows and one or more goats are kept, milked, or maintained.

Daycare Center, Adult. A state-licensed facility designed to provide necessary care and supervision to persons 18 years of age or older on less than a 24-hour basis. Adult day care centers include the various types of adult day services as defined under state law that include "adult day care facilities," "adult social day care facilities," and "adult day health care facilities."

Day Care Center, Children. A state-licensed facility, other than a family day care home, providing non-medical care and supervision to children under 18 years of age on less than a 24-hour basis. Child day care centers shall include "day care centers" as defined under state law, which include infant centers, preschools, and extended day care facilities.

Deck. A platform other than a balcony, either freestanding or attached to a building, without a roof, that is supported by pillars, posts, or walls.

Director and Director of Planning and Planning Director. Refers to the Community Development Director or his or her designee.

Drive-in Restaurant. Any building or structure in which food and drink are prepared for service to customers outside of such building or structure, even though the same is served to customers inside said building or structure or to customers occupying vehicles outside such structure, and shall include self-service restaurants for take-out food.

Drive-thru. See "Establishment with drive-up service".

Driveway. An appropriately paved and privately-owned surface or road that provides access to off-street parking or loading facilities.

Dump. An area devoted to the disposal of combustible or non-combustible refuse.

Duplex. A structure consisting of two dwelling units.

Dwelling or Dwelling Unit. An attached or detached building containing one or more rooms wherein the occupants of each dwelling unit are living and functioning together as a single housekeeping unit, meaning that they have established ties and familiarity with each other, jointly use common areas, interact with each other, share meals, household activities, expenses and responsibilities, membership in the single housekeeping unit is fairly stable as opposed to transient and members have some control over who becomes a member of the single housekeeping unit.

Dwelling, Multiple Family Residential. One or more buildings located on a lot containing a total of two or more dwellings within a structure.

Dwelling, Single-Family. An attached or detached building not to contain more than one kitchen wherein the occupants of the dwelling unit are living and functioning together as a single housekeeping unit, meaning that they have established ties and familiarity with each other, jointly use common areas, interact with each other, share meals, household activities, expenses and responsibilities, membership in the single housekeeping unit is fairly stable as opposed to transient and members have some control over who becomes a member of the single housekeeping unit.

Dwelling, Tri-plex. A building designed for occupancy by three families living independently of each other and containing three dwelling units under one common roof.

Dwelling, Two-Family or Duplex. An attached or detached building containing two Dwelling Units wherein the occupants of each Dwelling Unit are living and functioning together as a single housekeeping unit, meaning that they have established ties and familiarity with each other, jointly use common areas, interact with each other, share meals, household activities, expenses and responsibilities, membership in the single housekeeping unit is fairly stable as opposed to transient and members have some control over who becomes a member of the single housekeeping unit.

E

Establishment with Drive-up Service. A business or institution providing services accessible to persons who remain in their automobiles.

F

Family. One or more persons living together as a single housekeeping unit in a dwelling unit. A family includes the residents of residential care facilities and group homes for people with disabilities. A family does not include larger institutional group living situations such as dormitories, fraternities, sororities, monasteries or nunneries.

Family Day Care Home, Large. A dwelling that regularly provides care, protection, and supervision for 12 or fewer children under the age of ten, in the provider's own home, for periods of less than 24 hours per day.

Family Day Care Home, Small. A dwelling that regularly provides care, protection, and supervision for one to six children inclusive, including children under the age of ten.

Fire Arm Sales or Firearms Business. An establishment having at least 25 percent of its gross floor area devoted to the sale of fire arms, ammunition and ammunition components, and hunting or shooting equipment.

Floor Area, Gross. The total horizontal area of all the floors of a building included within the surrounding walls, exclusive of vent shafts and courts.

Floor Area, Net. The total useable floor area within all floors of a building included within the surrounding walls.

Floor Area Ratio. The numerical value obtained through dividing the gross floor area of a building or buildings by the total area of the lot or parcel of land on which such building or buildings are located.

Food and Beverage Sales. A business establishment where the primary use involves the retail sales of food and beverages for off-site preparation and consumption. Typical uses include grocery markets and delicatessens. This category does not include liquor stores.

Food Manufacturing. A business establishment engaged in manufacturing, processing, and/or packaging of food products for wholesaling and distribution. This use may include incidental direct sale to consumers of the products manufactured on-site, souvenirs, and ancillary tasting facilities for the public.

Frontage. The frontline of a site, separating the site from the street.

G

Garage, Parking Garage. A structure with a common vehicular entrance and exit which is used by vehicles in parking spaces and which otherwise conforms to the requirements of this Zoning Code.

Garage, Private. A detached accessory building, or a portion of a main building on the same lot, enclosed on three sides and with a door capable of enclosing the fourth side, for the parking or temporary storage of vehicles owned by the occupants of the premises.

General Plan. The General Plan of the City of Cudahy, consisting of the General Plan and Map, adopted by the City Council.

Grade, Existing. The surface of the ground or pavement at a specific location as it existed prior to disturbance in preparation for a construction project.

Grade, Finished. The finished surface elevation of the ground or pavement at a specific location after the completion of a construction project.

Grade, Ground Level. The average level of the finished ground surface surrounding a building, measured at the center of all walls of the building.

Gradient. The rate of vertical change of a ground surface expressed in a percentage and determined by dividing the vertical distance by the horizontal distance.

Group Home (Unlicensed) or Unlicensed Group Home. A single family dwelling unit with six or fewer occupants who are all (other than the house manager) considered disabled under state or federal law, but not licensed by the state.

Guest House. Refers to living quarters, having no kitchen facilities, located within an accessory building located on the same premises with a main building and occupied solely by members of the family, temporary guests, or persons permanently employed on the premises.

Guest Room. A room designed for or occupied as sleeping quarters by one or two persons, providing lodging for compensation.

H

Hazardous Waste. Any waste, or combination of wastes, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may: a) exhibit toxicity, corrosivity, flammability, and/or reactivity; b) cause, or significantly contribute to, an increase in serious irreversible, or incapacitating reversible, illness; or, c) present a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.

Hazardous Waste Facility. All contiguous land, structures, other appurtenances, and improvements within a property, used for handling, treating, storing, or disposing of hazardous wastes.

Health and Physical Fitness Facility. A private athletic clubs and gymnasiums including, but not limited to, weight training facilities, aerobic exercise floors, racquetball courts, swimming pools, and similar athletic facilities.

Height. See "Building height".

Home Occupation. An occupational activity carried on by the occupant(s) of a residential dwelling as a secondary use in connection with which there is no display, no walk-in customers, no stock-in-trade, nor commodity sold upon the premises, no person employed, and no mechanical equipment used, except such as is necessary for housekeeping purposes.

Hospital. A facility providing medical, surgical, psychiatric, and/or emergency medical services to sick or injured persons, primarily on an inpatient basis. This classification includes incidental facilities for out-patient treatment, as well as training, research, and administrative services for patients and employees.

Hotel or Motel. One or more buildings containing guest rooms or dwelling units, with one or more such rooms or units having a separate entrance leading directly from the outside of the building or from an interior court. Such facilities are designed to be used, or intended to be used, rented, or hired out for temporary or overnight accommodations for guests, and are offered primarily to patrons by signs or other advertising media. This classification may contain public meeting rooms and eating, drinking, and banquet services associated with the facility.

Hot Tub. See "Swimming pool".

Household. A single individual or group of individuals, unrelated or related by blood or marriage, residing in a dwelling unit.

Household Pet. A domesticated animal commonly maintained within a residence.

I

Industrial Complex. Any group of three or more industrial uses on a parcel or combination of parcels which are generally served either by common access or common parking, or single industrial use occupying at least 100,000 square feet of floor area.

In-ground pool. See "Swimming pool".

J

Junk Yard. The use of a lot, or the use of any portion of a lot, for the dismantling of machinery or for the storage or keeping for sale of parts and equipment resulting from such dismantling or wrecking, or for the storage or keeping of junk, including scrap metals or other scrap materials.

K

Kennel. Any lot or premises on which four or more dogs or cats at least four months of age are boarded or trained.

Kitchen. A room in a building or dwelling unit that is used in the cooking or preparation of food.

L

Laboratory. An establishment providing analytical or testing services, including, but not limited to, chemical labs, dental-medical labs, optical labs, and labs conducting mechanical, electrical, physical, or environmental tests, as well as research and development.

Landscaping. The planting and maintenance of live trees, shrubs, ground cover, and lawn areas, including the installation of irrigation systems required by the provisions of this Zoning Code. "Landscaping" may include inorganic decorative materials of natural or man-made origin if used to accent or complement, but in no case imitate, the natural vegetation. Inorganic decorative materials used in landscaping may include rock, stone, wood, waterfall, fountains, pools, sculptures, benches, and architectural screens, walls, and fences.

Liquor Store. A business establishment having at least 50 percent of its gross floor area used for the sale of alcoholic beverages intended for off-site consumption.

Loading Space. An off-street space on the same lot with a main building, or contiguous to a group of buildings, for the temporary parking of commercial vehicles while loading or unloading, and which has access from a street, alley, or other permanent means of ingress and egress.

Lodging House. A residence or dwelling, other than a hotel, wherein lodging and meals are provided to four or more persons for compensation, whether direct or indirect. In determining the number of persons lodging in a lodging house, all residents shall be counted, including an owner, agent or manger.

Lot. Real property with a separate and distinct number or other designation shown on a plat recorded in the office of the County Recorder as a part of an approved subdivision, shall also mean (1) a parcel of real property when shown as a delineated parcel of land with a number of other designations on a plat recorded in the Office of the County Recorder of Riverside County; or (2) a parcel of land the dimensions or boundaries of which are defined by a record of survey recorded pursuant to the provisions of the Subdivision Map Act of the State of California in the Office of the County Recorder of Riverside County; (3) a parcel of real property not delineated as in (1) or (2) above, and containing not less than the prescribed minimum square footage required in the zone in which it is located and which abuts at least one public street, and alley or a private easement determined by the Commission to be adequate for purposes of access from a street; (4) a parcel of land registered under Land Title Law (Torrens Title) and held under separate ownership from adjacent property on the effective date of this Ordinance.

Lot, Area. The total area, measured in a horizontal plane, included within the lot lines of a lot or parcel of land.

Lot, Corner. A lot located at the intersection of two or more streets at an angle of not more than 135 degrees. If the angle is greater than 135 degrees, the lot shall be considered an interior lot.

Lot, Cul-de-sac. A lot fronting on, or with more than one-half of its lot frontage, on the turnaround end of a cul-de-sac street.

Lot, Depth. The horizontal distance between the front and rear lot lines, measured in the mean direction of the side lot lines.

Lot, Interior. A lot other than a corner or reverse corner lot.

Lot, Key. Any lot where the side property line abuts the rear property line of one or more lots, and where such lots are not separated by an alley or any public way.

Lot Line. Any line bounding a lot as defined in this section.

Lot Line, Exterior. A lot line abutting a street.

Lot Line, Front. On an interior lot, the front lot line of the property line abutting the street, except in those cases where the latest tract deed restrictions specify another line as the front lot line. On a corner or reversed corner lot, the front lot line is the shorter property line abutting a street. On a through lot, or a lot with three or more sides abutting a street, or a corner or reversed corner lot with lot lines of equal length, the Zoning Administrator shall determine which property line shall be the front lot line for purposes of compliance with the setback provisions of this Zoning Code.

Lot Line, Interior. A lot line not abutting a street.

Lot Line, Rear. A lot line not abutting a street that is opposite and most distant from the front lot line. For triangular lots where there is no rear lot line, the rear lot line shall be defined as the point at which the side lot lines intersect.

Lot Line, Side. Any lot line that is not classified as a front lot line or rear lot line.

Lot Line, Zero. A lot line that does not have any side-yard setback.

Lot, Reverse Corner. A corner lot, the side line of which is substantially a continuation of the front lot lines of the lot to its rear.

Lot, Through. A lot having frontage on two parallel or approximately parallel streets. A through lot may have no rear lot line.

Lot; Width. The horizontal distance between the side lot lines measured at right angles to the lot depth line at a distance located midway between the front and rear lot lines.

M

Main Building. A building that is designed, and used for, or intended to be used, to accommodate the principal use on the lot. In residential zones, any dwelling shall be considered the main building on the lot.

Maintenance and Repair Services. An establishment providing household appliance repair, furniture repair, office machine repair, bicycle repair, or building maintenance services. This classification excludes maintenance and repair of motor vehicles, boats, or ships.

Mansard or Mansard Roof. A roof having two slopes on all sides with the lower slope steeper than the upper one.

Manufactured Housing. A mobile home, or manufactured housing unit, as defined by and installed in accordance with California Health and Safety Code Section 18008 and 18551, respectively, and factory-built housing as defined by California Health and Safety Code Section 19971.

Medical Clinic. Any facility providing physical or mental health service, and medical or surgical care of the sick or injured, but shall not include inpatient or overnight accommodations. Activities included within this definition are health centers, health clinics, and doctors' offices.

~~*Mini-Warehouse.* A warehouse operation serving the public where customers rent or lease, or self-storage and have direct access to, individual storage areas, compartments, or facilities rooms within a larger structure or structures provided for storage use. This use may also include limited caretaker facilities.~~

~~*Mini-storage, Mini-warehouse, Self-storage or Public-storage* means an operation serving the public where customers rent or lease, or self-store and have direct access to, individual storage areas, compartments, or facilities rooms within a larger structure or structures provided for storage use. This use may also include limited caretaker facilities.~~

Mobile Home. A movable or transportable vehicle, other than a motor vehicle, intended for occupancy for one family, and having no foundation other than jacks, piers, wheels or skirtings. All mobile homes located on lots must be a minimum of 450 square feet, with a minimum of ten feet in width. All mobile homes must have a complete sanitary facilities, including a lavatory, flush type toilet, tub or shower, and kitchen sink, all connected to sewage outlets in conformity with state, county and health requirements.

Mortuary. An establishment providing services such as preparing the deceased for burial, and arranging and managing funerals and related services, and may include limited caretaker facilities. This classification excludes cemeteries, crematoriums, and columbariums.

Motel. One or more buildings containing more than five completely furnished individual guest rooms with one or more such rooms or units having a separate entrance leading directly from the outside of the building or an inner court. Such facilities are designed, used, or intended to be used, rented or hired out as temporary or overnight accommodations for guests, and are offered primarily to automobile tourists or transients. Motels include auto courts, motor lodges, and tourist courts.

N

Nonconforming. A building and/or improvement, or portion thereof, which does not conform improvement to current Zoning Code regulations. Nonconforming use, any use of land or property that was lawfully established and in effect at the lawful or legal time this Zoning Code or any amendment became effective, but no longer complies with all of the applicable regulations and standards of the zone in which the use is located. Nonconforming any structure or improvement that was lawfully established and in existence structure, lawful at the time this Zoning Code or any amendment became effective, but no or legal longer complies with all of the applicable regulations and standards of the zone in which the structure or improvement is located.

O

Offices. Administrative, clerical, or public contact offices of a government agency, government including postal facilities, together with incidental storage and maintenance of vehicles.

Offices, Medical. Offices or health facilities providing health services, including without limitation, preventative and rehabilitation treatment, diagnostic services, and testing and analysis, but excluding inpatient services and overnight accommodations. This classification includes without limitation offices providing medical, dental, surgical, rehabilitation, podiatric, optometric, chiropractic, and psychiatric services, and medical or dental laboratories incidental to such offices.

Offices, Professional. Offices for firms or organizations providing professional, executive, management or administrative services, such as architectural, engineering, real estate, insurance, investment, or legal offices. This classification excludes savings and loan associations, banks, and medical offices.

Off-Street Parking Facility. A lot, or portion thereof, improved and used for the parking of vehicles, including, but not limited to, enclosed garages and parking structures, open parking areas, aisles, driveways, and appurtenant landscaped planters and their improvements.

Open Space, Useable (Useable Open Space). Open space upon the lot or parcel to which it is appurtenant, which can be used by inhabitants of the property for outdoor living, activity and/or recreation and may include landscaping. Each linear dimension of such space shall be a minimum of six feet. Balconies may be credited as "usable open space" provided they each have linear dimensions of a minimum of five feet. Enclosed recreation or multi-purpose activity rooms may be credited as "usable open space." All such areas shall be readily accessible to the inhabitants of the property. "Usable open space" does not include driveways, open or covered parking areas, utility space such as trash or garbage areas, or space occupied by the required front yard setback. For the R-MF zone, the following minimum usable open space is required for:

1. Each studio apartment, 200 square feet;
2. Each one-bedroom apartment, 200 square feet;
3. Each two-bedroom apartment, 200 square feet plus 100 square feet making a total of 300 square feet;
4. Each additional bedroom an additional 100 square feet.

The computation of usable open space provided shall be as follows:

1. The following areas shall be computed at 1.25 times the area actually devoted to such use:
 - a. Private patios, when directly accessible to the dwelling unit to which it is appurtenant; such patios shall be completely enclosed on all sides by a fence which is a minimum of five feet in height;
 - b. Balconies and lanais, when directly accessible to the unit to which they are appurtenant; such balconies and lanais must have a minimum dimension of five feet; and
 - c. Swimming pool areas, including the hard surface deck, which normally surrounds such pools. Deck area more than 25 feet from the edge of the pool will not be counted as open space under this recreation activity rooms, provided these rooms are permanently maintained for the use of tenants for various recreation activities. Such activity rooms shall not include lobbies, but may include common steam rooms, sauna baths, or the like.
2. All other areas meeting usable open space requirements shall be credited with the actual area (square feet) provided.
3. No area will be considered as usable open space if it has any dimension less than six feet except balconies.

Outdoor Advertising. The use of signs or other measures soliciting public support or directing public attention to the sale, lease, hire, or use of any objects, products, services, or functions which are not produced, sold, or otherwise available on the premises where such signs are erected or maintained.

Outdoor Living Space. Either an open passive landscaped area specifically designed, improved, and maintained to enhance the architectural design, privacy, and general environmental quality of a residential development or an easily accessible public or private activity area specifically designed, improved, and maintained for outdoor living and/or recreation by occupants of the residential development.

Outdoor Storage use means establishments that engage primarily in the outdoor storage of goods, materials (except temporary storage of construction materials associated with an active building permit), machines, vehicles, trailers, and other equipment.

P

Parcel. A contiguous quantity of land owned by, or recorded as the property of, the same claimant or person.

Parking Space. A space within an off-street parking facility that has the minimum attributes of size, location, and design specified in Article 21 (Parking requirements) of this Zoning Code.

Parks and Recreation Facilities. Uses that include, but are not limited to, land and interests in land; swimming pools; tennis, volleyball and basketball courts; baseball grounds; play areas; turf; sprinkler systems; community center buildings; recreation buildings; and other works, properties, structures, and facilities necessary or convenient for public park, playground, or recreation purposes.

Pawn Shop. A business establishment engaged in the buying or selling of new or secondhand merchandise and offering loans secured by personal property.

Performance Art. A public building used for theatrical performances, concerts, recitals, and facilities similar entertainment. This classification excludes commercial cinemas or theaters.

Personal Convenience Service. A business establishment providing recurrently-needed services of a personal nature. This classification includes, but is not limited to, barber and beauty shops, seamstresses, tailors, shoe repair shops, photocopying, retail dry cleaning establishments (excluding wholesale dry cleaning plants), self-service laundromats, and similar services. This classification excludes massage parlors, tattoo parlors, and/or skin piercing establishments.

Personal Improvement Service. A business establishment providing instructional services or facilities, including, but not limited to, photography, fine arts, crafts, dance or music studios, driving schools, modeling agencies, reducing salons, and health or physical fitness clubs. Incidental instructional services associated with a retail use shall be classified as "retail sales" rather than "personal improvement services."

Planned Unit Development. The planning, construction, or implementation and operation of any use or structure, or a combination of uses and structures, on a single parcel of land based on a comprehensive and complete design or plan treating the entire complex of land, structures, and uses as a single project.

Plant Nursery. A site used to raise trees, shrubs, flowers, and other plants for sale or for transplanting, and where all merchandise (other than plants) is kept within an enclosed building or fully-screened enclosure, and fertilizer of any type is stored and sold in package form only.

Pre-existing. In existence prior to the effective date of this Ordinance.

Public Building. A building owned and operated by a public agency for public use.

Public Safety Facility. A public facility providing public safety and emergency services, including police and fire protection, and associated support and training facilities.

Public Utility Facility. A building or structure used by any public utility including, but not limited to, any gas treatment plant, reservoir, tank, or other storage facility, water treatment plant, well, reservoir, tank or other storage facility, electric generating plant, distribution or transmission substation, telephone switching or other communications plant, earth station or other receiving or transmission facility, any storage yard for public utility equipment or vehicles, and any parking lot for parking vehicles or automobiles to serve a public utility. The term "public utility" shall include every gas, electrical, telephone and water corporation serving the public or any portion thereof for which a certificate of public convenience and necessity has been issued by the State Public Utility Commission.

Q

R

Recreational Facility. A publicly-owned and operated recreational structure or building, such as a tennis court, swimming pool, multi-purpose community building, or similar use.

Recyclable Material. A reusable material, including, but not limited to, metals, glass, plastic, and paper, and which is intended for reuse, re-manufacture, or reconstitution for the purpose of using the altered form. "Recyclable material" shall not include refuse or hazardous materials. "Recyclable material" may include used motor oil collected and transported in accordance with Section 25250.11 and Section 25143.2(b)(4) of the State Health and Safety Code.

Recycling Facility. A center for the collection and/or processing of recyclable materials. "Certified recycling facility" or "certified processor" refers to a recycling facility certified by the State Department of Conservation as meeting the requirements of the State Beverage Container Recycling and Lifter Reduction Act of 1986. A recycling facility does not include storage containers or processing activities located on the premises of a residential, commercial, or manufacturing use, and used solely for the recycling of material generated by such residential property, business, or manufacturer.

Recycling, Collection Facility. A center for the acceptance of recyclable materials from the public by donation, redemption, or purchase.

Recycling, Processing Facility. A building or enclosed space used for the collection and processing of recyclable materials. "Processing" means the preparation of material for efficient shipment, or to an end-user's specifications, by such means as baling, briquetting, compacting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning, and re-manufacturing.

Rental Units. A housing unit leased for the occupancy of a residential household.

Residence. One or more rooms designed, used, or intended to be used as permanent living quarters for a household, and not as temporary or overnight accommodations.

Residential Care Facility, Licensed. A residential care facility licensed or supervised by any federal, state, or local agency, which provides housing and nonmedical care for children, elderly persons, or physically and mentally handicapped persons in a family-like environment. These facilities include the following:

- (a) An intermediate care facility, developmentally disabled habilitative and intermediate care facility/developmentally disabled-nursing or a congregate living facility as identified in State of California Health and Safety Code section 1267.8;
- (b) A community care facility as identified in State of California Health and Safety Code section 1566.3;
- (c) A residential care facility for the elderly as identified in State of California Health and Safety Code section 1569.85;
- (d) An alcoholism or drug abuse recovery or treatment facility as identified in State of California Health and Safety Code section 11834.02;
- (e) A home for the care of mentally disordered or otherwise handicapped persons as identified in State of California Welfare and Institutions Code section 5116;
- (f) A home for the care of dependent and neglected children as identified in the State of California Welfare and Institutions Code section 300, but not including wards of the court as identified in the State of California Welfare and Institutions Code section 601ff.

Rest Home. See "Convalescent home".

Restaurant, Sit Down. A business establishment that is maintained, operated, and/or advertised or held out to the public as a place where food and beverage are served to the public on demand from a menu during stated business hours, served in and on reusable containers and dinnerware, to be consumed on the premises primarily inside the building at tables, booths, or counters, with chairs, benches, or stools. This use may include incidental delivery service utilizing no more than two delivery vehicles.

Restaurant, Fast-Food. A business establishment that is maintained, operated, and/or advertised or held out to the public as a place where food and beverage are served to customers from a serving counter in disposable containers or wrappers and where food and meals are generally prepared in advance for immediate sale, and which may include inside seating, drive-through service, delivery service, and take-out/carry-out service.

Restaurant, Delivery. A place where orders for food and beverages may be placed in person or by telephone, facsimile, copier, or other off-site means of communication, from a limited menu, and which orders are delivered to a location directed by the customer.

Restaurant, Take-out. A business establishment that is maintained, operated, and/or advertised or held out to the public as a place where food and beverages are served in disposable containers or wrappers from a serving counter for consumption exclusively off the premises.

Retail Sales. A business establishment engaged in the retail sale of merchandise not specifically listed under another use classification as defined in this section. This classification includes, but is not limited to: department stores, clothing stores, furniture stores, and businesses retailing the following goods: toys, hobby materials, handcrafted items, jewelry, cameras, photographic supplies, books, electronic equipment, records, sporting goods, kitchen utensils, hardware, appliances, antiques, art supplies, paint and wallpaper, carpeting and floor covering, office supplies, bicycles, and new automotive parts and accessories (excluding service and installation). This classification excludes thrift shops and pawnshops.

Room. An unsubdivided portion of the interior of a dwelling, excluding bathrooms, kitchens, closets, hallways, and service porches.

S

School, Elementary, Junior High, and High. An institution of learning which offers instruction in the several branches of learning and study required to be taught in the public schools by the Education Code of the State of California.

School, Private. An educational institution having a curriculum comparable to that required in the public schools of the State of California.

Secondary (or second) Unit. A detached dwelling unit that provides complete, independent living residential unit facilities for one or more persons. A secondary residential unit shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same lot on which the primary unit is situated.

Senior Housing. A housing development project in which 100 percent of the project rental units are intended to be occupied by persons who are 62 years of age or older, or married couples, of which one spouse is over 62 years of age.

Service Station. See "Vehicle, service station".

Setback. A required open space on an improved lot that is unoccupied by buildings and unobstructed by structures from the ground upward, except for projections and accessory buildings permitted by the provisions of this Zoning Code. Setbacks shall be measured as the shortest distance between a property line and the nearest vertical support or wall of the building, enclosed or covered porch, or other structure.

Setback, Between. A required open space between separate buildings or between separate buildings or dwelling units on the same lot or building site. Such setback shall be measured as the minimum distance between the nearest vertical support dwelling units or wall of each building or enclosed or covered porch.

Setback, Exterior Side. A side setback abutting a street.

Setback, Front. A setback extending across the full width of the front of the lot, the minimum and/or average dimensions of which are determined by the property development standard of the applicable zone in which such lot is located.

Setback, Rear. A setback extending across the full width of the rear of a lot, the minimum and/or average dimensions of which are determined by the property development standards of the applicable zone in which such lot is located.

Setback, Side. A setback extending from the required front setback to the required rear setback, or to the front and/or rear property lines where no front and/or rear setback is required by the provisions of this Zoning Code, the minimum and average dimensions of which are determined by the property development standards of the applicable zone in which such lot is located.

Sign. Any card, cloth, plastic, paper, metal or other material or painted character visible from outside of a structure for advertising purposes, mounted to the ground or any, tree, building, wall, bush, rock, fence or structure, whether privately or publicly owned. "Sign", means any graphic announcement, declaration, demonstration, display, illustration, insignia or object used to advertise or promote the interest of any person or business when the same is placed out-of-doors in view of the general public. This definition shall not include the display of the American flag, flag of the State, county, public entity or City flag.

Sign, A-Frame. A freestanding sign usually hinged at the top or attached in a similar manner, and widening at the bottom to form a shape similar to the letter "A." Such signs are usually designed to be portable, and are not considered to be permanent signs or displays.

Sign, Animated Signs. Signs designed to attract attention through movement or the semblance of movement of the whole or any part including, but not limited to, signs which swing, twirl, move back and forth or up and down; or signs which change color or shades of color; or any other method or device which suggests movement. Animated signs do not include flags and banners, time and temperature signs.

Sign, Announcement or Bulletin Board Signs. Signs permanent in character designed to accept changeable copy, handbills, posters and matters of a similar nature.

Sign, Area of Sign. The area of a sign shall include the entire area within a series of rectangles whose outermost borders are defined by the outermost extent of any writing, representation, emblem, figure, character or separate sign surface. When letters comprising a sign message are placed on a background or field which is different in color or materials from the architectural features of the building on which the sign is mounted, the sign area shall be calculated as the entire area comprising the overall sign feature. In the case of a two-sided sign, the area shall be computed as including only the maximum single display surface that is visible from any ground position at one time. The supports or uprights on which any sign is supported should not be included in determining the sign area unless such supports or uprights are designed in such a manner as to form an integral background of the sign. In the case of any cylindrical or spherical sign, the total area shall be computed on the total area of the surface of the sign.

Sign, Awning Sign. A sign painted or printed on the exterior surface of an awning. An alternative to a wall sign, permitted as same.

Sign, Balloon. One or more balloons used as a permanent or temporary sign or as a means of directing attention to any business or profession, or to a commodity or service sold, offered, or manufactured, or to any entertainment.

Sign, Banner. A fabric or fabric-like material on which an advertising message is painted or otherwise affixed.

Sign, Billboard. A sign that directs attention to a business, profession, product, commodity or service offered on the site on which the sign is located.

Signs, Changeable Copy. Copy for temporary use which is changed at periodic intervals and which may be utilized on pylon, monument, wall, bulletin board or announcement signs.

Sign, Commercial Complex. Any group of three or more commercial uses on a parcel or combination of parcels which are generally served either by common access or common parking, or large single commercial use occupying at least two and one-half acres with a minimum of 200 feet of street frontage.

Sign, Construction Signs. Signs stating the names of those individuals or businesses, such as architects, engineers, contractors, or owners directly connected with a construction project and/or the name of the project, the address of the business, and emergency telephone numbers.

Sign, Directional Signs. Signs which contain any of the following words: "Entrance", "enter", "out", "one-way" or other words, or words which contain nonflashing arrows or other characters indicating traffic direction.

Sign, Electronic Message Sign. A sign having the capability of presenting variable message displays, including time and temperature, by projecting an electronically controlled light pattern against a contrasting background and which can be programmed to change the message display periodically.

Sign, Flag. A device, generally made of flexible materials, usually cloth, paper or plastic, usually used as a symbol of a government, school, religion, etc. It may or may not contain any copy.

Sign, Flashing Signs. Lighted signs which in whole or in part disappear and reappear at periodic intervals, or are intermittently on and off, and which are placed so as to attract vehicular traffic with emphasis on the recurrence of lights as in those types generally referred to as "nervous" signs, arrows, stars, etc., and/or beacon signs.

Sign, Freestanding. A sign that is completely supported by structures or other supports that are placed on or anchored in the ground and are independent from any building or other structure.

Sign, Height of Signs. The distance from the average ground level immediately surrounding the base of the sign to the top of its highest element, including any structural or architectural element. Landscape mounding shall not be used to artificially increase the height of a sign.

Sign, Monument Signs. A sign with an overall height of six feet or less, standing directly on the ground or on a base of where supporting poles or structures, if any, are enclosed by decorative covers.

Sign, Nameplate. Signs naming the occupant of the premises, the business and/or address.

Sign, Off-site Signs. Any sign which advertises or informs in any manner businesses, services, goods, persons or events at some location other than that upon which the sign is located.

Sign, Painted Signs. Signs painted on the exterior surface of a building or structure. Painted signs do not

Sign, Pennant. A device generally made of flexible materials, usually cloth, paper or plastic. A pennant may or may not contain any copy and is primarily intended to draw attention.

Sign, Pylon Sign. A sign with an overall height exceeding six feet and having one or more decorative supports permanently attached directly into or upon the ground.

Sign, Political Signs. Political signs are signs setting forth a political message with respect to an upcoming federal, State or local governmental election.

Sign, Portable Signs. Signs not designed to be attached to a building or anchored to the ground, including "A" boards, sandwich signs and signs attached to a fence/wall.

Sign, Poster Signs. Any sign attached to the ground in a manner approved by the building official, which may be visible from adjacent streets or highways.

Sign, Projecting Signs. Signs including wall signs which are suspended from or supported by a building or wall and which project from said building or wall.

Sign, Real Estate Signs. All signs and sign structures relating to the sale, lease or other disposition of the real property on which the sign is located and which are temporary in nature.

Sign, Revolving Signs. Signs, all or a portion of, which rotate in a constant, circular manner.

Sign, Roof Signs. Any sign supported by or attached to or projecting through the roof of a building or structure, or projecting above the eave line or parapet wall of the building or structure.

Sign, Special Event Sign. A temporary sign, which advertises special events and activities such as grand openings, charitable events, Christmas trees, fireworks, or as specified by the Planning Director.

Sign Structure. The supports, uprights, bracings, guy rods, cables and other structural framework of a sign or outdoor display.

Sign, Temporary Signs. Signs erected for a temporary purpose not exceeding 45 days, including banners, pennant valances, streamers, balloon signs, inflated devices, search lights, beacons, costumed or live persons, moving stuffed animals, or advertising light or similar materials used for advertising purposes attached to or pinned on or from any structure, staff, pole, line, framing, vehicle or other object.

Sign, Time and Temperature Sign. An electronically controlled sign with illuminated flippers or light bulbs for the sole purpose of displaying the time, and temperature (F. and/or C.) at intermittent intervals. Under Canopy Signs. A sign with a single or double face copy attached to the underside of a projecting canopy perpendicular to the building frontage.

Sign, Unofficial (Non-Regulatory) Signs. Signs located on public property (e.g., street or median island, parkway, sidewalk, traffic control sign posts, utility poles, park land, trees, etc.).

Sign, Vehicle Signs. Signs on or affixed to trucks, vans, automobiles, trailers, or other vehicles which advertise or provide direction to a use or activity not related to its lawful making of deliveries or sales of merchandise or rendering of service from such vehicles.

Sign, Wall Signs. Signs which are in any manner affixed to any exterior wall of a building or structure, the exposed face of which is in a plane parallel to the plane of the wall and which projects not more than 12 inches from the building or structure wall.

Sign, Window Signs. Signs painted, attached, glued or otherwise affixed to a window or otherwise easily visible from the exterior of the building.

Sign, Wall Murals. The decoration on the exterior surface of a structure with scenic, architectural or artistic paints which in themselves do not identify or advertise any product, service or business. A wall mural is a sign if it is related by language, logo or pictorial depiction to the advertisement of any product or service or the identification of any business.

Snack Shop. A business establishment that is maintained, operated, and/or advertised or held out to the public as serving snack foods, such as donuts, ice cream, yogurt, candy, cookies, bakery items, beverages, and similar items to be consumed either on the premises or off the premises.

Solid Fill. Any noncombustible materials insoluble in water, such as soil, rock, sand, or gravel, that can be used for grading land or filling depressions.

Spa, Non-Portable. See "Swimming pool".

Spa, Portable. A non-permanent structure intended for recreational bathing, in which all controls, water-heating, and water-circulating equipment are an integral part of the product and which is cord-connected (not permanently electrically wired).

Story. "Story" as defined in the currently adopted and effective Uniform Building Code of the City.

Story-Half. A story with at least two of its opposite sides situated immediately under a sloping roof, with the floor area of said story not in excess of two-thirds of the floor area of the floor immediately below it.

Street. A public thoroughfare or right-of-way acquired for use as such, or an approved private thoroughfare or right-of-way, other than an alley, which affords the principal means of access to abutting property. "Street" shall include all major and secondary highways, traffic collector streets, and local streets.

Street, Center line. See "Center line".

Street Line. The boundary line between the street right-of-way and abutting property.

Structural Alteration. Any change in the supporting members of a building, such as bearing walls, columns, beams, girders, floor joists, ceiling joints, or roof rafters.

Structure. Any physical improvement constructed or erected, including an edifice or building of any kind, or any piece of work artificially constructed or composed of parts jointed together in some definite manner, and which structure requires location on or in the ground or is attached to another improvement or in the ground, including fences, walls, swimming and wading pools, and patios.

Swap Meet. Any indoor or outdoor place, location, or activity where new or used goods or secondhand personal property is offered for sale or exchange to the general public by a multitude of individual licensed vendors, usually in compartmentalized spaces; and, where a fee may be charged to prospective buyers for admission, or a fee may be charged for the privilege of offering or displaying such merchandise. The term "swap meet" is interchangeable with, and applicable to, flea markets, auctions, open air markets, farmer's markets, or other similarly named or labeled activities; but the term does not include the usual supermarket or department store retail operations.

Swimming Pool. Any structure intended for swimming, diving, or recreational bathing that contains water over 24 inches deep. This includes in-ground, above-ground, and on-ground swimming pools, hot tubs, and spas.

Swimming Pool, Indoor. A swimming pool which is totally contained within a residential structure and surrounded on all four sides by walls of said structure.

Swimming pool, Outdoor. Any swimming pool which is not an indoor pool.

Structure Advertising. A structure existing, erected, or maintained to serve exclusively as a stand, frame, or background for the support or display of signs.

T

Thrift Shop. A business establishment primarily engaged in the sale of used clothing, household goods, furniture, or appliances. This classification does not include antique shops.

Townhouse. A single-family dwelling which visually appears to share one or more common walls with an adjacent single-family dwelling, but which, in fact, is structurally and functionally independent of any other single-family dwelling.

Trailer Coach. Any vehicle, with or without motor power, designed or used for human habitation and constructed to travel on the public thoroughfares in accordance with the provisions of the California State Vehicle Code.

Trailer Park. A site designed and equipped for the harboring, parking, or storing of one or mobile home park more trailers or mobile homes being used as living and/or sleeping quarters.

Trailer Site. That portion of a trailer park designated for use or occupancy of one trailer coach and including all appurtenant facilities.

Transfer Station. An area, including any necessary building or structures, for the temporary waste storage and the salvage of rubbish, garbage, or industrial waste. This definition also includes material recovery facilities.

Triplex. A structure containing three individual residential dwelling units.

~~*Trucking Terminal.* A business engaged in the storage and distribution of goods having more than five heavy trucks (having a rating of more than 10,000 pounds and/or an unladen weight of more than 6,000 pounds) on the premises at any one time, but excluding trucking accessory to another industrial use on the site.~~

Truck Yard or Truck Terminal means a type of outdoor storage use whereby an outdoor lot, lot area, or parcel of land used, is designed and maintained primarily for the purpose of storing, parking, dispatching, or keeping trucks, tractors, construction equipment and associated equipment together with or without facilities necessary to service, dispatch, store or maintain aforementioned vehicles, their cargos and crews. Also applies to a business engaged in the storage and distribution of goods having more than five heavy trucks (having a rating of more than 10,000 pounds and/or an unladen weight of more than 6,000 pounds) on the premises at any one time but excluding trucking accessory to another industrial use on the site.

U

Uniform Sign Program. All applications for approval of signs in a shopping center, commercial, industrial or office complex, a group of three or more businesses on a parcel or project site or for commercial recreation uses shall be submitted in the form of a construction, including connections and electrical plans, if any, and shall delineate the typical size, shape, design, material, coloring, lettering, lighting and position of the signage in relationship to the building form or place where it will be displayed. Scaled sketches of existing signs on the premises shall accompany the application.

Use. The purpose for which land or a building is arranged, designed, or intended, or for which either land or a building is or may be occupied, utilized, or maintained.

V

Variance. A modification of a literal provision of this Zoning Code, granted by an administrative or quasi-judicial act in accordance with the provisions of this Zoning Code.

Vehicle. A business engaged in the washing, waxing, cleaning, and/or detailing of automobile washing automobiles or similar light vehicles.

Vehicle Body. A business establishment involved in the repairing, restoring, and/or painting and fender shop of the bodies of motor vehicles.

Vehicle Rentals. A business engaged in the sale, lease and/or rental of automobiles and light trucks (having a rating of less than 10,001 pounds, an unladen weight of less than 6,001 pounds, and equipped with an open box-type bed less than nine feet in length), including storage and incidental maintenance and repair.

Vehicle Repair Garage. Any site and improvements used for the repair and maintenance of automobiles, motorcycles, light trucks (having a rating of less than 10,001 pounds, an unladen weight of less than 6,001 pounds, and equipped with an open box-type bed less than nine feet in length), or other similar passenger vehicles licensed by the State Department of Motor Vehicles. This classification shall not include the repair or maintenance of motor homes or commercial vehicles as defined in Section 3-7.901 of this Zoning Code. "Motor vehicle repair garage" shall be construed broadly to include the place where the following types of commonly-known garage or shop activities occur: tune-up and muffler work, parts and tire sales and installation, wheel and brake work, engine and transmission overhaul, and installation of car alarms and car stereos. "Motor vehicle repair garage" shall not include automobile wrecking, dismantling, or salvage, motor vehicle body and fender shops, or tire retreading or recapping.

Vehicle, Service. A business establishment primarily engaged in the retail sale of vehicle fuel station and lubricants. This classification includes facilities having service bays for vehicle service and repair. Such service and repair may include the sale of tires, batteries, and other parts and products related to the operation of a motor vehicle; minor tune-up; lubrication and parts replacement; non-mechanical car-washing, polishing, and waxing; and other light work related to preventive maintenance and upkeep, but may not include maintenance and repair of large trucks or other large vehicles, or body and fender work on any vehicles.

Vehicle Towing/Storage. A business establishment providing towing and/or storage of operative or inoperative vehicles. This classification includes the storage of parking tow-aways, impound yards, and storage lots for buses and recreational vehicles, but does not include vehicle dismantling.

Visual Obstruction. Any physical obstruction which limits the visibility of persons in motor vehicles or pedestrians approaching intersecting or intercepting streets, alleys, driveways, or other public rights-of-way.

W

Wall or Fence. A structure forming a physical barrier, including, but not limited to, concrete, concrete block, wood, or other materials which are solid and are so assembled as to form a barrier.

Warehouse Retail. An off-price or wholesale retail/warehouse establishment exceeding 70,000 square feet of gross floor area and offering a full range of general merchandise to the public.

Warehouse Retail, Specialty. An off-price or wholesale retail/warehouse establishment exceeding 30,000 square feet of gross floor area and offering a limited range of merchandise, serving both wholesale and retail customers.

Washroom. Any building, which contains individual laundry facilities and/or bathroom facilities, but does not include kitchen facilities.

Wholesaling, Distribution and Storage. A business engaged in storage and distribution, and having five or fewer heavy trucks (having a rating of more than 10,000 pounds and/or an unladen weight of more than 6,000 pounds) on the premises at any one time. Wholesaling establishments may include no more than ten percent or 1,000 square feet of floor area, whichever is less, for the incidental direct sale to consumers of only those goods distributed wholesale. This classification excludes "Mini-warehouses or self-storage facilities" and "Vehicle towing/storage."

Wholesale Dry-Cleaning Plant. A dry cleaning establishment having at least 51 percent of its gross sales to licensed dry cleaners.

X

Y

Yard. An open space on a lot or parcel of land, other than a court, unoccupied and unobstructed by a building from the ground upward.

Yard, Front. A yard extending across the full width of the lot or parcel of land. The depth of a required front yard shall be a specified horizontal distance between the front lot line, where the front lot line is coterminous with the street line, and the front elevation of the structure located on the parcel.

Yard, Rear. A yard extending across the full width of the lot or parcel of land. The depth of a required rear yard shall be a specified horizontal distance between the rear lot line and a line parallel thereto on the lot or parcel of land.

Yard, Side. A yard extending from the required front yard, or the front lot line where no front yard is required, to the required rear yard or the rear lot line where no rear yard is required. The width of a required side yard shall be a specified horizontal distance between each side lot line and a line parallel thereto on the lot or parcel of land. Where a side yard is bounded by a street, the width of such required side yard shall be a specified horizontal distance between the side lot line on the street side, where said side lot line is coterminous with the street line of a fully-widened street or the ultimate street line of a partially-widened street, and a line parallel thereto on the lot or parcel of land.

Z

Zoning Map. The Official Zoning Map delineating the boundaries of zones within the City of Beaumont.

(Ord. 977, 12/07/2010; Ord. No. 1025, § 3, 9-18-2012)



Staff Report

TO: City Council
FROM: Todd Parton, City Manager
DATE: August 3, 2021
SUBJECT: Continuation of Appeal Hearing from the Final Order of Hearing Panel and Order to Abate Nuisance: Code Case 001038-2020 1421 Faircliff Street (APN 428-100-028)
OWNER: Nneka and Ezekwesili Iloputaife

Background and Analysis:

A request and application for appeal to City Council was received by the City Clerk's office within the permitted time frame per Beaumont Municipal Code (BMC) Section 8.32.495 - Appeal to the City Council.

An Appeal Hearing was held on July 20, 2021, and was conducted in a manner consistent with the provisions of Sections 8.32.360 and 8.32.370. City Council unanimously voted to affirm the order of the appeal hearing and gave direction to staff to prepare a resolution and continue the hearing to August 3, 2021.

The attached resolution represents the direction of the City Council and once approved, will be considered the official decision. Stated within the resolution is a notice of procedure if judicial review is desired.

City staff is finalizing a calculation of the legal and administrative costs associated with this case. This estimate will be provided to the City Council at the meeting.

Fiscal Impact:

City staff estimates the cost to prepare this report was \$650.

Recommended Action:

Close the Appeal Hearing, and

Waive the full reading and adopt by title only, "A Resolution of the City Council of the City of Beaumont, California, Upholding the Decisions of the Haring Panel and Order to Abate Public Nuisance at 1421 Faircliff Street, Beaumont, California."

Attachments:

- A. Resolution

RESOLUTION NO. ____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA, UPHOLDING THE DECISION OF THE HEARING PANEL AND ORDER TO ABATE PUBLIC NUISANCE AT 1421 FAIRCLIFF STREET, BEAUMONT, CALIFORNIA**

WHEREAS, Ezekwesili Ihuefo Iloputaife (“Applicant”) applied for a permit for a structural addition of 2,780 square feet with extensive interior remodeling for real property located at 1421 Faircliff Street, Beaumont, California (APN 428-100-028) (the “Property”) and owned by Nneka I. Iloputaife (the “Owner”).

WHEREAS, on May 1, 2017, permit BP2017-00691 (the “Permit”) was issued to the Applicant for the addition and the remodel of the Property and on July 16, 2018, an inspection was conducted and it was determined a reinspection was needed. Subsequent inspections were conducted on July 19, 2018, August 7, 2018, and August 13, 2018, all requiring reinspection. An inspection was scheduled for August 15, 2018 but was not conducted due to no one answering at the residence.

WHEREAS, on June 4, 2019, a letter was sent from the City to the Applicant stating that permit BP2017-00691 had expired.

WHEREAS, on September 4, 2019, the City’s building official visited the Property at the Applicant’s request. On September 10, 2019, the City’s building official sent a letter (the “September 10, 2019, Letter”) to Applicant summarizing the visit, and the fact that Applicant had built onto the Property beyond the scope of the expired Permit and provided a list of some of the following problems present at the Property:

There are a few things worth noting in order for you to proceed with your project considering the direction and scope of work already performed. The areas in which you have undertaken work which are not covered by the approved plans will require City approval before proceeding with construction or inspection of those areas.

- The front has a 2nd story dormer pop-out which has been enlarged into an enclosed room. This area has lateral design issues with improper seismic bracing as currently constructed. Due to the amount of glazing added, energy efficiency must be addressed with revised T-24 energy calculations.

- The rear deck has been covered by a solid 2nd story roof of over 400 sf which is not on the approved plans. Lateral structural support for this area is lacking which should be addressed with structural calculations. Also, the roof joists may be overspanned unless the grade lumber used is select structural. The tie-in from the patio roof to the house is not visible and the out-of-plane (pull away) connection should be detailed in the revised plans and verified.

- The stair rise/run doesn't comply with Code since the steps were noticeably inconsistent when walking them. This is simply worth noting so they can be corrected at framing stage rather than at a later date.

In order to proceed, revised plans should be prepared indicating the increased scope of work. Structural calculations and T-24 energy calculations will also be needed. Once approved, an additional permit (or addendum) will be issued to allow the additional areas to be constructed. Prior to investing any substantial design team time, I recommend that either you or your design professional visit the Planning Division with schematics of the increased areas to make sure heights, areas, and setbacks will comply with the Zoning Ordinance, prior to incurring design costs.

WHEREAS, as a result of the above inspection of the Property and notes of the inspector, Applicant was no longer able to continue construction on the Property and, if so desired, was required to reapply for a permit along with submission to the City of the above-required structural plans.

WHEREAS, on March 18, 2020, another letter was sent from the City to Applicant again stating permit BP2017-00691 was expired.

WHEREAS, on March 19, 2020, as a follow up to the expired permit, the City's Code Enforcement provided a Courtesy Notice for the following issues:

8.32.060 - Building Code violations; All premises, both permanent and temporary, including, but not limited to, buildings, structures, or appendages, maintained in violation of the uniform building codes adopted by the City pursuant to Sections 15.04.010, 15.08.010, 15.12.010, 15.16.010, 15.17.010 and 15.20.010 of the Beaumont Municipal Code, or subject to any of the following conditions, are declared a public nuisance.

8.32.070 - Zoning ordinance violations; Any premises, including, but not limited to, any building, sign or other structure set up, erected, constructed, altered, enlarged, converted, moved or maintained contrary to the provisions of the City's zoning ordinance, as amended, and any use of premises, including, but not limited to, land or building, established, conducted, operated or maintained contrary to the provisions of the City's zoning ordinance, as amended, is declared a public nuisance. Any and all uses not expressly permitted in the City's zoning ordinance, as amended, are not permitted, and are declared a public nuisance.

Upon observation of the premises, the following additional violations were noted:

8.20.020 - Nuisance vehicles; The accumulation and storage of abandoned, wrecked, dismantled, or inoperative vehicles or parts thereof on private or public property, not including highways, is found to create a condition tending to reduce the value of private property, to promote blight and deterioration, to invite plundering, to create fire hazards, to constitute an attractive nuisance creating a

hazard to health and safety of minors, to create a harborage for rodents and insects and to be injurious to the health, safety and general welfare. Therefore, the presence of an abandoned, wrecked, dismantled or inoperative vehicle or part thereof, on private or public property not including highways, except as expressly hereinafter permitted is declared to constitute a public nuisance which may be abated as such in accordance with the provisions of this Chapter.

8.32.030 - Refuse & Waste; *"Refuse and waste matter"* is defined for the purpose of this Chapter as unused or discarded matter or material; having no substantial market value, and which consists of such matter and material as rubbish refuse, debris, and matter of any kind, (including, but not limited to, rubble, asphalt, concrete, plaster, tile, rocks, bricks, soil, building materials, crates, cartons, containers, boxes, machinery or parts thereof, scrap metal and other pieces of metal, ferrous or nonferrous, furniture or parts thereof, trimmings from plants or trees, cans, bottles and barrels. Refuse and waste matter as defined which by reason of its location and character is unsightly and, interferes with the reasonable enjoyment of property by neighbors, detrimentally affects property values in the surrounding neighborhood or community, or which would materially hamper or interfere with the prevention or suppression of fire upon the premises is declared a public nuisance.

8.32.050 - Sewage on ground; It is declared a nuisance to permit any part of the contents of any privy, vault, cesspool, septic tank, water closet, urinal, pipe, sewer line, or any sewage, slop water or any other filthy water, matter or substance, to flow or discharge upon the ground or upon the surface of any premises, or in any public street or other public place.

8.32.110 - Insect and Vermin; Any premises, including, but not limited to, any building, vacant lot, setback, yard, vehicle, or place, maintained in such a manner as to permit the breeding or harboring therein or thereon of flies, bedbugs, cockroaches, black widow spiders, lice, fleas, termites or any other insects or vermin is declared a public nuisance.

8.32.180 - Premises Maintenance; Maintenance of premises in such a condition so as to cause significant diminution in use, enjoyment, or value of adjacent premises; or in such a condition so as to be detrimental to the public health, safety, or general welfare; or in such a condition so out of harmony or conformity with the maintenance standard of adjacent premises as to cause substantial diminution of the enjoyment, use or property values of such adjacent premises is declared a public nuisance.

17.06.100F - Parking on yard prohibited; Rear yards shall not be used for off-street parking of vehicles.

8.32.210 - Salvage materials; Any lumber, junk, trash, debris, refuse, waste matter or other salvage materials visible from a public right-of-way or adjoining premises is declared a public nuisance.

WHEREAS, on Upon reinspection of the property by Code Enforcement, all issues with the exception of the most important items, *i.e.*, the Building Code and Zoning Violations had been remedied.

WHEREAS, in January 2021, Code Enforcement again observed construction at the property. Upon checking with Building and Safety, it was determined there was no active permit on file for the construction taking place. Code Enforcement issued a citation for Beaumont Municipal Code Section 8.32.060 (building code violation) and Beaumont Municipal Code Section 8.32.070 (zoning code ordinance violation) on January 7, 2021. Those ordinances provide as follows:

Beaumont Municipal Code Section 8.32.070, provides as follows:

“Any premises, including, but not limited to, any building, sign or other structure set up, erected, constructed, altered, enlarged, converted, moved or maintained contrary to the provisions of the City’s Zoning ordinance, as amended, and any use of premises, including, but not limited to, land or building, established, conducted, operated or maintained contrary to the provisions of the City’s zoning ordinance, as amended, is declared a public nuisance.

Any and all uses not expressly permitted in the City’s zoning ordinance, as amended, are not permitted, are declared a public nuisance;”

Beaumont Municipal Code Section 8.32.060, provides as follows:

All premises, both permanent and temporary, including, but not limited to, buildings, structures, or appendages, maintained in violation of the uniform building codes adopted by the City pursuant to Sections 15.04.010, 15.08.010, 15.12.010, 15.16.010, 15.17.010 and 15.20.010 of the Beaumont Municipal Code, or subject to any of the following conditions, are declared a public nuisance.

- A. Faulty weather protection including, but not limited to, crumbling, cracked, missing, broken, or loose exterior plaster or other siding, roofs, foundations or floors, broken or missing windows or doors, or unpainted surfaces causing dry-rot, warping, or termite infestation.
- B. Buildings or structures, or parts thereof, not completed within a reasonable time as per the determination of the City's Chief Building official and for which the permit for such construction has expired.
- C. Unoccupied buildings which have been left unlocked or otherwise open to or unsecured from intrusion by persons, animals or the elements or which are boarded up by a method or material not approved by the

City.

D. Fences or walls in a hazardous condition or which are in disrepair, or which hinder free access to public sidewalks.

E. Broken windows constituting hazardous conditions or inviting trespassers.

WHEREAS, since January 7, 2021, the City’s Code Enforcement has continued to Cite the Applicant and Owner of the Property with citations as allowed per the Beaumont Municipal Code. On February 26, 2021, a formal stop work notice was posted at the property after scaffolding was observed installed at the Property. Between February 26, 2021, and April 20, 2021, City staff had telephone and email communication with Applicant. Staff sent a letter to Applicant on March 19, 2021, providing a path to compliance. As of April 20, 2021, compliance has not been achieved. Pictures showing the progression of unpermitted work, a list of citations and City correspondence are included in the record.

WHEREAS, Applicant has never submitted to the City the additional items set forth in the City’s September 10, 2019, Letter, including, but not limited to, a new permit application and structural drawings.

WHEREAS, as a result of numerous citations issued against the Applicant and Owner, an administrative hearing was noticed and scheduled for April 22, 2021 (the “Administrative Hearing”). The Administrative Hearing was rescheduled due to the illness of a panelist, and ultimately heard on May 6, 2021. The hearing panel for the Administrative Hearing consisted of Elaine Morgan, Mandy Stephens and Allen McNabb (the “Hearing Panel”). Hearing participants were provided with a hearing packet, consisting of a Staff Report and exhibits. The Applicant and Owner submitted exhibits for consideration.

WHEREAS, after hearing all testimony and considering all exhibits, on May 25, 2021, the Hearing Panel issued its Decision and Order to Abate Public Nuisance (the “Administrative Decision”). The Hearing Panel determined:

- (a) that there is substantial evidence to support a finding that Section 8.32.060 Building Code Violations and 8.32.070 Zoning Ordinance Violations of the Beaumont Municipal Code (BMC) were violated,
- (b) that the Property is a residentially zoned property, the second story rear terrace/balcony, second story dormer and any and all other unpermitted work shall be abated as a public nuisance pursuant to BMC Section 8.32.420, and
- (c) that the owners thereof shall abate such nuisance within 30 days hereof or
- (d) submit plans accurately reflecting the increased scope of work and containing all other requested information for completeness to the Building Department for plan check, unless the owners file a timely appeal of this decision in accordance with BMC Section 8.32.420.

WHEREAS the Applicant and Owner appealed the holding of the Administrative Decision by filing a timely Notice of Appeal on June 8, 2021, pursuant to Beaumont Municipal Code § 8.32.495 (the “Appeal”). The Appeal packet submitted consisted of a Notice of Appeal, an Application for Appeal Hearing and a letter to City Manager, Todd Parton. In their Appeal package, Applicant and Owner asserted the following in their Notice of Appeal:

- Denial of a fair hearing
- No opportunity to confront important City Staff
- City manipulated hearing process creating “false narratives”
- Denial of their request for a variance
- City sent “new” inspector, rather than prior inspectors
- Owner did not receive a “General Stop Work Notice” prior to February 26, 2021
- Owner never stopped work for 180 days
- City is harassing and threatening Owner.

WHEREAS, pursuant to Beaumont Municipal Code Section 8.32.495, the City was required set the matter for the Appeal of the Administrative Decision for hearing “at the next regular City Council meeting at least 14 calendar days after the date of the mailing of the Notice of Hearing on the appeal.” The Appeal was scheduled for July 20, 2021, which complied with that code section.

WHEREAS, pursuant to Beaumont Municipal Code Section 8.32.370, the City was required to conduct the hearing on the Appeal of the Administrative Decision as follows:

The hearing shall be conducted formally, although the technical rules of evidence shall not apply, except that irrelevant and unduly repetitious evidence shall be excluded. All evidence taken shall be sworn evidence and the proceedings shall be recorded. During the course of the hearing, the Nuisance Abatement Hearing Officer may visit and inspect any premises involved in the proceeding.

WHEREAS, pursuant to Beaumont Municipal Code Section 8.32.370, the City Council, in reviewing the Appeal, could either affirm, reverse or modify, in whole or in part, the Administrative Decision.

WHEREAS the hearing on the Appeal of the Administrative Decision was held before the City Council on July 20, 2021 (the “City Council Hearing”) at which the following witnesses were present for the City:

Christina Taylor, Community Development Director

Kristine Day, Assistant City Manager
Todd Parton, City Manager
Pedro Rico, Building Official
Scott Frazekas, (former) Interim Beaumont Building Official
Michael Almandinger, Building Inspector
Jack Huntsman, Community Enhancement Officer

WHEREAS, at the City Council Hearing, the City, on the one hand, and Applicant and Owner, on the other hand, provided evidence of their respective positions on the Appeal in the form of documentary evidence and testimony given under oath.

WHEREAS, at the City Council Hearing, Applicant and Owner agreed that they built beyond the scope of the City’s Permit.

WHEREAS, at the City Council Hearing, Applicant and Owner agreed that they never submitted to the City the additional documentation set forth in the September 10, 2019, Letter.

WHEREAS, the City has levied the following fines against Applicant and Owner as the result of their failure to abate the nuisances as outlined above: \$ [REDACTED]. In addition, the City has incurred the following attorneys’ fees resulting from the enforcement of the City’s actions to abate the nuisances as outlined above: \$ [REDACTED]. Finally, the City has incurred the following staff costs resulting from the enforcement of the of the City’s actions to abate the nuisances as outlined above: \$ [REDACTED]. The total amount of these fines, attorneys’ fees and costs is \$ [REDACTED]. The Applicant and Owner are otherwise responsible for all of these costs.

WHEREAS the hearing on the matter of the Appeal of the Administrative Decision was continued to the next meeting of the City Council on August 3, 2021.

WHEREAS, the City Council has reviewed the Administrative Decision, the Appeal, the entire record, all evidence and testimony, and has determined that the Administrative Decision should be affirmed and should be upheld but that Applicant and Owner should be given additional opportunity to remedy the violations in manner as provide below.

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

Section 1. Recitals.

That the recitals, decision, findings, and determination set forth above are true and correct and hereby incorporated by this reference, as set forth above, as though set forth in full herein.

Section 2. Findings, Affirmance and Order.

In its capacity as appellate hearing officers considering the Appeal from the Administrative Decision, the City Council has found and determined that that the Administrative Decision is

affirmed in all parts, except as modified herein, and that there is substantial evidence to support a finding that Beaumont Municipal Code Section 8.32.060 (building code violation) and Beaumont Municipal Code Section 8.32.070 (zoning code ordinance violation) were violated, that the construction activities at the Property exceeded the work permissible under the plans and permit and that the violations constitute a public nuisance. Moreover, work was done on the property after the permit expired. The second story rear terrace/balcony of the Property, and second story dormer of the Property are not in compliance with what the City approved for construction at the Property, are in violation of the City Code and a public nuisance pursuant to Beaumont Municipal Code Section 8.32.420.

Within 30 days from the date of this Abatement Resolution, Applicant and Owner shall pay the City the sum of \$_____ for the fines, attorneys' fees and City staff costs the City has incurred as a result of the violations/nuisances specified in this Abatement Resolution or said sum shall become a lien on Property.

Section 3. Actions Ordered to Abate the Nuisance.

The Applicant and Owner of the Property, and/or agents of the Owner, **shall immediately cease and desist from any work or construction activity at the Property** except as expressly authorized herein. Within the time frames set forth below, the Applicant and Owner of the Property and/or agents of the owner shall abate all of the violations/nuisances at the Property, by taking the following actions within the times specified below:

- (1) Within 30 days from the date of this Abatement Resolution, Applicant and Owner shall hire a licensed California structural engineer, at their own time and cost, to conduct any needed inspection, testing and analysis, including any needed destructive testing and actions needed to inspect concealed areas, in order to evaluate the structure present at the Property to determine whether or not that same structure is safe for habitation. A written document from the structural engineer certifying whether the structure at the Property is safe for habitation shall be delivered to the City within this 30-day period.
- (2) Within 90 days from the date of this Abatement Resolution, Applicant and Owner shall have a California licensed structural engineer prepare and submit plans and obtain City approval of said plans as well as a permit to complete work needed to abate/correct the violations/nuisance at the Property.
- (3) Within 210 days from the date of this Abatement Resolution, Applicant and Owner shall complete construction and obtain final City inspections and approval of the work contemplated in the City approved plans.
- (4) If any time limit, deadline or Condition set forth herein is not met by the stated deadline, City staff is directed to take all actions to obtain an order for abatement of the violations/nuisance from the superior court and/or appointment of a receiver over the Property to take any action authorized by law, including but not limited to, enforcement of this Abatement Resolution. City staff shall seek an order from the Court for reimbursement of all City costs and attorney fees.

- (5) All costs related to the above Conditions and deadlines are the Applicant's and Owner's responsibility.

Section 4. Authorization to Abate.

The Owner(s), or a representative of the Owner(s), or any mortgagee, beneficiary under any deed of trust, or other person having interest or estate in Property, may, at his own risk and expense, abate the nuisance as set forth herein.

Section 5. Appeal.

If desired, the Owner(s) may seek judicial review of this Abatement Resolution. Judicial review must be sought within 90 days after the date of posting on the Property (Beaumont Municipal Code Section 8.32.530) a notice of the passage of the resolution declaring the nuisance to exist to contest the validity of any proceedings leading up to and including the adoption of the resolution; otherwise, all objections shall be deemed to have been waived, in accordance with BMC Section 8.32.495.

Section 6. Certification.

That the City Clerk shall certify to the passage and adoption of this resolution, enter the same in the book of original resolutions of the City and make a minute of passage and adoption thereof in the records of the proceedings of the City Council in the minutes of the meeting at which the same is passed and adopted.

Section 7. Severability.

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

Section 8. Repeal of Conflicting Provisions.

That all the provisions heretofore adopted by the City Council that are in conflict with the provisions of this Abatement Resolution are hereby repealed.

Section 9. Effective Date.

That this Abatement Resolution shall take effect upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Beaumont at a regular meeting held on the ____ day of August 2021 by the following vote:

AYES, and in favor thereof, Council members:

NAYS, Council members:

ABSENT, Council members:

ABSTAINING, Council members:

Dated: August ____, 2021

CITY OF BEAUMONT

By _____
MIKE LARA
MAYOR

By _____
LLOYD WHITE
MAYOR PRO TEM

By _____
DAVID FENN
COUNCIL MEMBER

By _____
JULIO MARTINEZ III
COUNCIL MEMBER

By _____
REY SJ SANTOS
COUNCIL MEMBER



Staff Report

TO: City Council

FROM: Jennifer Ustation, Interim Finance Director

DATE: August 3, 2021

SUBJECT: **Public Hearing to Consider the Placement of Delinquent Solid Waste Handling Service Charges on The Property Tax Roll**

Background and Analysis:

Pursuant to City of Beaumont Municipal Code Section 8.12.240, and Health and Safety Code section 5470 *et seq.*, the City may collect delinquent fees or charges for commercial, single family residential, and multifamily residential solid waste handling services on the property tax roll for those premises.

In accordance with Health and Safety Code (“H&S”) Section 5473, the City has prepared a written report which contains a description of each parcel of real property with delinquent fees and charges. This report is on file with the City Clerk and is attached as Exhibit A to the proposed resolution authorizing the collection of the delinquent fees and charges on the tax rolls. By approving the proposed resolution, the City Council would be authorizing the City to collect delinquent solid waste handling charges and fees on the tax roll in the same manner and at the same time as the general taxes.

Prior to approving the placement of the delinquent service charges and fees on the tax roll, H&S Section 5473 *et seq.* requires the City Council to conduct a public hearing. Notice of this public hearing was provided in accordance with H&S Section 5473.1, by publishing a notice of the hearing in the Press Enterprise newspaper on July 25, 2021, and August 2, 2021. The notice of public hearing was also mailed to the owner(s) of each parcel for which charges will be placed on the tax roll.

During the public hearing the City Council shall hear and consider all objections or protests, if any, to the report and the placement of the charges on the tax roll. If the City Council finds that a majority of the parcel owners subject to the charges have submitted protests or appeared to protest, the report shall not be adopted and the charges must be collected separately from the tax roll. Upon the conclusion of the hearing, the legislative body may adopt, revise, change, reduce or modify any charge or overrule

any or all objections. The resolution placing the charges on the tax roll must be approved by a two-thirds vote of the City Council.

Fiscal Impact:

Approval of the resolution and collection of delinquent solid waste handling charges and fees on the Riverside County Auditor tax rolls will allow for the cost recovery of \$183,540.02. These fees will be collected and remitted to the contractor Waste Management in accordance with the City's franchise agreement.

Recommended Action:

Conduct a public hearing, and

Waive the full reading and adopt by title only, "A Resolution of the City Council of the City of Beaumont, California, Authorizing the Collection of Delinquent Solid Waste Handling Service Charges on the Property Tax Roll."

Attachments:

- A. Resolution – Delinquent Sanitation Fees
- B. Exhibit A to Resolution, 2021 List of Sanitation Fee Delinquencies

Resolution 2021 -

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT,
CALIFORNIA, AUTHORIZING THE COLLECTION OF DELINQUENT SOLID
WASTE HANDLING SERVICE CHARGES ON THE PROPERTY TAX ROLL**

WHEREAS, California Health and Safety Code Section 5473 et. seq. authorizes the City to adopt a resolution by two-thirds of the members of the City Council to collect delinquent solid waste handling rates on the tax roll, in the same manner and at the same time as the general taxes; and

WHEREAS, Section 8.12.240 of the City of Beaumont Municipal Code provides that “The City may collect delinquent fees or charges for commercial, single family residential, and multifamily residential solid waste handling services on the property tax roll for those premises”; and

WHEREAS, in accordance with Health and Safety Code Section 5473, City staff has prepared a written report, attached hereto as Exhibit A and on file with the City Clerk, which contains a description of each parcel of real property with delinquent solid waste handling fees and charges, and the amount of the delinquent fees and charges for each parcel; and

WHEREAS, in accordance with Health and Safety Code Section 5473.1, the City provided notice of a public hearing by publishing a notice in the Press Enterprise newspaper on July 26, 2021, and August 2, 2021, and by mailing a copy of the notice to the owner(s) of each parcel for which charges will be placed on the tax roll; and

WHEREAS, the City Council conducted a duly noticed public hearing on this matter on August 3, 2021, wherein it heard and considered all objections or protests, if any, to the report and the proposed placement of delinquent solid waste handling services charges and fees on the property tax roll.

NOW THEREFORE BE IT RESOLVED, be it resolved, by the City Council of the City of Beaumont, California, as follows:

SECTION 1: The above recitals are true and correct and are incorporated herein.

SECTION 2: The City approves the collection of the delinquent solid waste handling services charges and fees via the tax roll in the same manner and at the same time as the general taxes. The City Clerk is directed to file with the county auditor a copy of the report prepared pursuant to Health and Safety Code Section 5473 attached hereto as Exhibit A, with a statement endorsed on the report over his or her signature that the report has been adopted by the City Council and the county auditor shall enter the amounts of the charges against the respective lots or parcels of land as they appear on the current assessment roll.

MOVED, PASSED, and ADOPTED this 3rd day of August, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Mike Lara, Mayor

ATTEST:

Nicole Wheelwright, Deputy City Clerk

Parcel No	Total TR
400030033	361.26
400030041	135.64
400040017	449.96
400040028	64.88
400040041	361.26
400040083	58.98
400050023	361.26
400050040	361.26
400060040	361.26
400060055	361.26
400060080	360.30
400060083	44.12
400070042	361.26
400070052	361.26
400070070	194.68
400070071	361.26
400070084	361.26
400080022	82.36
400080036	346.50
400080056	361.26
400080069	361.26
400080080	361.26
400090005	361.26
400090021	340.60
400100014	374.44
400100036	206.42
400120027	345.02
400120037	265.40
400120051	45.72
400120053	70.78
400130002	58.98
400130003	129.74
400130022	206.42
400130023	64.88
400130029	361.26
400140004	64.88
400141004	48.72
400142040	555.46
400151006	352.40
400151010	361.26
400160013	172.94
400161014	361.26
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400171006	339.12

400171013	83.52
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400171027	471.50
400171031	346.80
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400561013	471.50
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400620035	361.26
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400630021	361.26

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408102060	118.00
408102073	333.22
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408111040	181.30
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408112016	377.36
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408150062	399.46
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413512001	470.68
413512007	182.88
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413520051	278.60
413532013	356.82
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413550003	161.66
413550014	36.98
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413582005	228.12
413582010	200.52
413582017	345.02
413582021	64.88
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419623013	347.98
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428040036	361.26
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428041058	67.72
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428050014	483.92
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428051031	272.78
428060021	361.26
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428061018	361.26
428061025	265.40
428061027	233.56
428061040	55.86
428062004	350.92
428071011	70.78
428071019	256.46
428071030	64.88

428072003	386.48
428072009	83.52
428080007	361.26
428080010	351.94
428080041	129.74
428080045	84.44
428080053	135.60
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428111002	361.26
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428112014	340.60
428120011	53.28
428120023	347.68
428140066	361.26
428140083	58.98
428161033	135.64
428161042	64.66
428162015	477.76
428260029	58.98
428270018	70.78
428290054	361.26
428330001	361.26
428330002	206.42
428410016	117.94

183,540.02



Staff Report

TO: City Council

FROM: Jennifer Ustation, Interim Finance Director

DATE: August 3, 2021

SUBJECT: **Public Hearing to Consider the Placement of Delinquent Sewer Service Charges on The Property Tax Roll**

Background and Analysis:

Pursuant to City of Beaumont Municipal Code Section 13.08.370 and 13.08.380, Resolution 2013-06 and Health and Safety Code section 5470 *et seq.*, the City may collect delinquent fees or charges for commercial, single family residential, and multifamily residential sewer services on the property tax roll for those premises.

In accordance with Health and Safety Code (“H&S”) Section 5473, the City has prepared a written report which contains a description of each parcel of real property with delinquent fees and charges. This report is on file with the City Clerk and is attached as Exhibit A to the proposed resolution authorizing the collection of the delinquent fees and charges on the tax rolls. By approving the proposed resolution, the City Council would be authorizing the City to collect delinquent sewer service charges and fees on the tax roll in the same manner and at the same time as the general taxes.

Prior to approving the placement of the delinquent service charges and fees on the tax roll, H&S Section 5473 *et seq.* requires the City Council to conduct a public hearing. Notice of this public hearing was provided in accordance with H&S Section 5473.1, by publishing a notice of the hearing in the Press Enterprise on July 25, 2021, and August 2, 2021. The notice of public hearing was also mailed to the owner(s) of each parcel for which charges will be placed on the tax roll.

During the public hearing the City Council shall hear and consider all objections or protests, if any, to the report and the placement of the charges on the tax roll. If the City Council finds that a majority of the parcel owners subject to the charges have submitted protests or appeared to protest, the report shall not be adopted and the charges must be collected separately from the tax roll. Upon the conclusion of the hearing, the legislative body may adopt, revise, change, reduce or modify any charge or overrule

any or all objections. The resolution placing the charges on the tax roll must be approved by a two-thirds vote of the City Council.

Fiscal Impact:

Approval of the resolution and collection of delinquent sewer service charges and fees on the Riverside County Auditor tax rolls will allow for the cost recovery of approximately \$574,011.

Recommended Action:

Conduct a public hearing, and

Waive the full reading and adopt by title only, "A Resolution of the City Council of the City of Beaumont, California, Authorizing the Collection of Delinquent Sewage Service Fees and Charges on the Property Tax Roll."

Attachments:

- A. Resolution – Delinquent Sewer Service Fees
- B. Exhibit A to Resolution, 2021 List of Sewer Fee Delinquencies

Resolution 2021 - ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT,
CALIFORNIA, AUTHORIZING THE COLLECTION OF DELINQUENT
SEWAGE SERVICE FEES AND CHARGES ON THE PROPERTY TAX ROLL**

Whereas, California Health and Safety Code Section 5473 et. seq. authorizes the City to adopt a resolution by two-thirds of the members of the City Council to collect delinquent sewer service charges and fees on the tax roll, in the same manner and at the same time as the general taxes; and

WHEREAS, Sewer service charge billing policies and procedures and sewer service billing cycles are established pursuant to Ordinance No. 648, (Section 13.08.320, 13.08.340, 13.08.350, and 13.08.360 of the Beaumont Municipal Code); and

WHEREAS, Section 13.08.370 and 13.08.380 and Resolution 2013-06, provides that the City may collect delinquent sewer services fees and charges on the property tax roll.

WHEREAS in accordance with Health and Safety Code Section 5473, City staff has prepared a written report, attached hereto as Exhibit A and on file with the City Clerk, which contains a description of each parcel of real property with delinquent solid waste handling fees and charges, and the amount of the delinquent fees and charges for each parcel; and

WHEREAS, in accordance with Health and Safety Code Section 5473.1, the City provided notice of a public hearing by publishing a notice in the Press Enterprise newspaper on July 26, 2021, and August 2, 2021, and by mailing a copy of the notice to the owner(s) of each parcel for which charges will be placed on the tax roll; and

WHEREAS, the City Council conducted a duly noticed public hearing on this matter on August 3, 2021, wherein it heard and considered all objections or protests, if any, to the report and the proposed placement of delinquent solid waste handling services charges and fees on the property tax roll.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Beaumont as follows:

SECTION 1: The above recitals are true and correct and are incorporated herein.

SECTION 2: The City approves the collection of the delinquent sewer service charges and fees via the tax roll in the same manner and at the same time as the general taxes. The City Clerk is directed to file with the county auditor a copy of the report prepared pursuant to Health and Safety Code Section 5473 attached hereto as Exhibit A, with a statement endorsed on the report over his or her signature that the report has been

adopted by the City Council and the county auditor shall enter the amounts of the charges against the respective lots or parcels of land as they appear on the current assessment roll.

MOVED, PASSED, and ADOPTED this 3rd day of August, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Mike Lara, Mayor

ATTEST:

Nicole Wheelwright, Deputy City Clerk

Amount	Parcel Number	Amount	Parcel Number	Amount	Parcel Number
\$266.28	400-030-025	\$404.83	408-282-052	\$731.48	415-303-015
\$690.40	400-030-033	\$575.95	408-282-054	\$570.74	415-312-024
\$690.40	400-030-041	\$608.84	408-282-055	\$690.40	415-313-012
\$490.40	400-030-048	\$266.28	408-291-031	\$266.28	415-313-028
\$519.13	400-040-003	\$283.20	408-291-051	\$437.56	415-321-005
\$266.28	400-040-009	\$351.92	408-291-059	\$420.40	415-321-010
\$690.40	400-040-017	\$690.40	408-300-004	\$437.56	415-322-001
\$690.40	400-040-037	\$690.40	408-300-008	\$523.20	415-322-044
\$690.40	400-040-041	\$437.56	408-301-007	\$266.28	415-331-003
\$351.92	400-040-043	\$690.40	408-302-023	\$266.28	415-332-010
\$351.92	400-050-021	\$266.28	408-302-044	\$266.28	415-332-012
\$351.92	400-050-040	\$266.28	408-310-007	\$266.28	415-333-002
\$295.40	400-050-046	\$521.96	408-310-011	\$266.28	415-333-017
\$266.28	400-050-051	\$351.92	408-311-009	\$437.56	417-046-001
\$690.40	400-050-067	\$351.92	408-410-003	\$266.28	417-046-007
\$690.40	400-060-007	\$337.55	408-420-023	\$266.28	417-052-004
\$540.40	400-060-010	\$427.56	408-420-037	\$608.84	417-054-002
\$608.84	400-060-015	\$330.38	408-420-057	\$1,285.60	417-054-006
\$266.28	400-060-019	\$266.28	413-491-011	\$755.78	417-054-012
\$690.40	400-060-055	\$523.20	413-493-004	\$1,861.60	417-056-002
\$690.40	400-060-080	\$340.40	413-500-009	\$266.28	417-056-010
\$853.52	400-060-083	\$608.84	413-500-015	\$690.40	417-062-007
\$523.20	400-070-026	\$266.28	413-501-011	\$799.44	417-063-002
\$266.28	400-070-031	\$690.40	413-511-003	\$690.40	417-093-001
\$690.40	400-070-037	\$266.28	413-511-015	\$266.28	417-093-011
\$690.40	400-070-042	\$266.28	413-511-020	\$690.40	417-122-007
\$799.36	400-070-044	\$266.28	413-511-039	\$690.40	417-123-004
\$568.84	400-070-070	\$771.96	413-512-002	\$690.40	417-140-011
\$690.40	400-070-071	\$690.40	413-512-009	\$690.40	417-140-026
\$266.28	400-070-074	\$266.28	413-520-008	\$294.10	417-140-028
\$690.40	400-070-084	\$690.40	413-520-051	\$523.20	417-140-029
\$266.28	400-080-021	\$690.40	413-530-008	\$266.28	418-020-005
\$266.28	400-080-025	\$351.92	413-532-006	\$690.40	418-020-006
\$690.40	400-080-036	\$690.40	413-532-013	\$1,110.44	418-020-018
\$540.40	400-080-059	\$490.40	413-541-003	\$313.22	418-020-024
\$566.28	400-080-081	\$608.84	413-541-018	\$267.13	418-031-008
\$690.40	400-090-005	\$690.40	413-550-002	\$727.20	418-031-015
\$853.52	400-090-016	\$690.40	413-550-003	\$2,661.20	418-031-022
\$849.62	400-100-004	\$690.40	413-551-010	\$519.32	418-032-020
\$266.28	400-100-022	\$690.40	413-551-011	\$690.40	418-032-024
\$523.20	400-100-036	\$604.76	413-551-022	\$266.28	418-042-008
\$266.28	400-110-015	\$690.40	413-551-024	\$266.28	418-043-001
\$354.59	400-110-041	\$690.40	413-551-025	\$266.28	418-043-013
\$523.20	400-120-002	\$440.40	413-561-019	\$351.92	418-043-016
\$351.92	400-120-007	\$266.28	413-570-001	\$1,281.72	418-043-017
\$266.28	400-120-014	\$266.28	413-570-014	\$351.92	418-051-004

\$690.40	400-120-023	\$690.40	413-571-010	\$3,454.20	418-051-005
\$266.28	400-120-037	\$266.28	413-571-012	\$266.28	418-051-009
\$305.24	400-120-065	\$319.40	413-572-005	\$589.68	418-051-011
\$351.92	400-130-002	\$690.40	413-572-010	\$1,155.80	418-052-001
\$690.40	400-130-022	\$351.92	413-582-010	\$707.28	418-052-007
\$348.84	400-130-023	\$690.40	413-582-017	\$351.92	418-052-009
\$690.40	400-130-029	\$390.40	413-582-021	\$750.25	418-062-007
\$266.28	400-130-036	\$351.92	413-650-026	\$690.40	418-073-002
\$437.56	400-130-058	\$351.92	413-660-004	\$1,281.72	418-073-005
\$437.40	400-140-004	\$690.40	413-660-009	\$279.88	418-074-016
\$465.46	400-140-013	\$943.24	413-660-011	\$437.56	418-081-013
\$437.56	400-142-004	\$351.92	413-660-019	\$608.84	418-082-014
\$266.28	400-142-024	\$266.28	413-660-022	\$816.93	418-082-017
\$690.40	400-142-029	\$437.56	413-670-004	\$266.28	418-083-015
\$608.84	400-142-040	\$266.28	413-671-008	\$266.28	418-083-016
\$266.28	400-151-003	\$266.28	413-671-016	\$690.40	418-083-017
\$690.40	400-151-006	\$408.96	413-681-028	\$731.48	418-084-001
\$519.12	400-151-010	\$690.40	413-681-030	\$523.20	418-084-003
\$490.40	400-160-013	\$266.28	413-681-034	\$523.20	418-084-007
\$266.28	400-160-017	\$501.75	413-690-014	\$1,100.00	418-084-009
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\$673.85	400-170-004	\$859.78	413-692-002	\$560.76	418-092-024
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\$349.88	400-171-006	\$266.28	413-692-006	\$1,522.66	418-093-009
\$351.92	400-171-013	\$266.28	413-692-009	\$266.28	418-102-006
\$690.40	400-171-018	\$690.40	413-700-005	\$690.40	418-102-014
\$310.39	400-171-019	\$690.40	413-700-014	\$413.24	418-111-005
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\$690.40	400-171-027	\$523.20	413-700-022	\$358.84	418-113-010
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\$690.40	400-171-031	\$358.84	413-700-028	\$413.12	418-130-034
\$266.28	400-180-028	\$690.40	413-710-014	\$266.28	418-150-004
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\$767.88	400-270-077	\$690.40	413-710-043	\$266.28	419-201-003
\$351.92	400-310-033	\$266.28	413-710-044	\$437.56	419-201-005
\$266.28	400-320-024	\$690.40	413-721-002	\$690.40	419-211-002
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\$608.84	400-380-045	\$563.20	413-723-013	\$266.28	419-213-035
\$523.20	400-431-003	\$523.20	413-730-012	\$322.12	419-213-039
\$690.40	400-431-011	\$351.92	413-730-023	\$683.38	419-221-017
\$351.92	400-432-010	\$636.00	413-730-026	\$690.40	419-221-018

\$608.84	400-440-003	\$266.28	413-740-001	\$266.28	419-222-006
\$853.52	400-440-009	\$728.48	413-740-004	\$519.32	419-222-008
\$690.40	400-450-001	\$690.40	413-741-002	\$690.40	419-222-011
\$266.28	400-450-016	\$347.41	413-750-015	\$351.92	419-222-014
\$690.40	400-450-024	\$377.56	413-760-003	\$351.92	419-222-015
\$690.40	400-461-005	\$373.20	413-760-007	\$266.28	419-222-023
\$351.92	400-461-010	\$351.92	413-760-010	\$266.28	419-223-001
\$266.28	400-461-012	\$266.28	413-760-020	\$448.62	419-260-042
\$266.28	400-462-002	\$437.56	413-761-011	\$695.20	419-260-096
\$351.92	400-463-004	\$690.40	413-770-011	\$312.56	419-420-003
\$690.40	400-470-001	\$553.52	413-770-012	\$608.84	419-422-003
\$351.92	400-470-006	\$690.40	413-771-008	\$690.40	419-422-005
\$437.56	400-471-002	\$637.56	413-771-015	\$388.84	419-423-005
\$303.30	400-480-007	\$690.40	413-771-021	\$266.28	419-423-006
\$366.28	400-481-012	\$350.40	413-771-026	\$690.40	419-424-002
\$266.28	400-481-015	\$690.40	413-801-007	\$266.28	419-424-003
\$690.40	400-482-005	\$266.28	413-811-009	\$690.40	419-431-010
\$690.40	400-482-034	\$266.28	413-811-013	\$351.92	419-433-002
\$608.84	400-490-001	\$578.08	413-811-023	\$490.40	419-433-006
\$357.64	400-490-006	\$523.20	413-820-001	\$266.28	419-440-005
\$353.32	400-490-013	\$266.28	413-820-003	\$690.40	419-440-007
\$690.40	400-490-015	\$523.20	413-820-013	\$266.84	419-441-001
\$608.84	400-490-020	\$530.04	413-832-007	\$608.84	419-441-002
\$390.40	400-500-012	\$435.40	413-832-018	\$437.56	419-441-009
\$690.40	400-501-001	\$690.40	413-840-001	\$347.49	419-442-013
\$266.28	400-510-011	\$690.40	413-840-003	\$525.18	419-442-023
\$266.28	400-510-032	\$365.84	413-860-041	\$266.28	419-442-027
\$428.98	400-511-010	\$266.28	413-860-045	\$690.40	419-442-044
\$690.40	400-511-021	\$690.40	413-871-006	\$699.92	419-451-006
\$351.92	400-511-022	\$690.40	413-881-006	\$266.28	419-452-026
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\$389.83	408-282-047	\$608.84	415-292-024	\$971.00	428-410-016
\$460.44	408-282-049	\$690.40	415-293-012	\$690.40	428-420-007
\$460.44	408-282-050	\$690.40	415-301-004	\$266.28	428-430-043
				\$331.60	428-430-047
				\$574,011.25	1084 Parcels



Staff Report

TO: City Council

FROM: Jeff Hart, Director of Public Works

DATE: August 3, 2021

SUBJECT: **Cooperative Agreement between the Beaumont Unified School District and the City of Beaumont Regarding Delayed Offside Improvements Associated with the Beaumont High School Expansion Project**

Background and Analysis:

The Beaumont Unified School District (District) has recently commenced construction of an expansion of the Beaumont High School located at 39139 Cherry Valley Boulevard. The high school currently has an enrollment of 2,990 students and capacity for 3,880 students. The District is expanding school capacity to 5,244 students. The expansion consists of the following new construction:

- Entry plaza and walkway along drop-off/pick-up zone,
- Lunch shelter,
- Two 25,000 sf two-story classroom buildings with 42 classrooms and up to 1,344 seats - with open courtyard between buildings:
 - The first building will have 18 classrooms (up to 576 students at 32 per classroom) and a room dedicated to teacher office space. Of the 18 classrooms, 11 will be for instruction for all six periods each day,
 - The second building will have 24 standard classrooms (up to 768 students) and administrative space,
- Reconfigured parking and circulation:
 - Lot E will be expanded to the south to provide an additional 225 spaces (total of 455 spaces). A new driveway along Cherry Valley Boulevard will provide a second access point for students and would relieve congestion at the main entry stop light,
 - Lot D will be moved north and increased by 15 spaces (total of 199 spaces). This lot will have the entry drive and the drop-off/pick-up zone around the outside,

- Driveway on Cherry Valley Boulevard (2-lane entry, 3-lane exit) will be extended to provide significantly more stacking and a longer drop-off/pick-up zone and lane configuration will be the same,
- Reconfigured athletic facilities:
 - Baseball and two softball practice fields,
 - Running track,
 - Two soccer fields, and
 - Eight basketball courts and eight tennis courts.

Due to the significant increase in future enrollment and the associated traffic congestion, City staff and the City's traffic engineer (Minagar and Associates) reviewed the environmental impact report as well as architectural and civil drawings and identified off-site improvements that needed to be constructed to help mitigate traffic congestion. The required improvements would ensure that the requested encroachment permit for a new drive access on Cherry Valley Boulevard is consistent with the level of service objectives in the City's general plan. The following are identified improvements:

Beaumont Avenue and Cherry Valley Blvd Intersection:

- Extend the length of the northbound left-turn lane by at least 30 feet:
 - This will require restriping of the existing painted yellow median on Beaumont Avenue south of the existing left-turn pocket,

Beaumont Avenue and Brookside Avenue Intersection:

- Extend the length of the northbound and southbound left-turn lane by at least 60 feet:
 - This will require restriping of the existing painted yellow median on Beaumont Avenue south of the existing left-turn pocket,
- Modify left-turn traffic signals for all directions from protected turns to protective-permissive turns,
- Install a right-turn overlap arrow phase for eastbound Brookside Avenue and adjust the traffic signal cycle length to 100 seconds,

Cherry Valley Blvd/School's North Driveway Intersection:

- Install a new access driveway on Cherry Valley Blvd at the northwest corner of the school site:
 - Using Option B (copy attached),
 - Designate this driveway as an inbound-only driveway with right-turn ingress from eastbound Cherry Valley Boulevard,
 - Install a "No Left Turn" sign on Cherry Valley Boulevard at the new access driveway to prevent left turns into the driveway from westbound Cherry Valley Boulevard.

The District has elected to phase construction of the expansion in two phases. The first phase has been awarded and is underway while the second phase is expected to be bid later this calendar year. The District has requested the aforementioned associated improvements be delayed to the second phase so that they may be competitively bid. The requested improvements were not part of the bid package for the first phase.

Though the construction of the new drive access along Cherry Valley Boulevard was bid with the first phase, it is not planned to be functional until completion of the second phase which is expected to be January of 2023. The District has requested that the City allow the construction of the driveway with the first phase improvements as bid, but delay the required offsite improvements to the second phase. City staff is able to support this request with the implementation of the associated Cooperative Agreement (Attachment A) and the mutual understanding that the new drive access will not be operational until the required offsite improvements have been completed.

Fiscal Impact:

The cost of preparing the staff report and associated agreement is estimated to be \$3,500.

Recommended Action:

Authorize the Mayor to execute a Cooperative Agreement between the Beaumont Unified School District and the City of Beaumont regarding delayed offsite improvements associated with the Beaumont High School Expansion Project.

Attachments:

- A. Cooperative Agreement

COOPERATIVE AGREEMENT

This Cooperative Agreement ("Agreement"), dated as of _____, 2021, is entered into by and between The Beaumont Unified School District, a body politic ("DISTRICT"), and the City of Beaumont, a municipal corporation ("CITY"). DISTRICT and CITY are collectively referred to herein as "Parties" and individually as "Party". The Parties hereto agree as follows:

RECITALS

A. DISTRICT has applied for an encroachment permit to make certain improvements ("Improvements") within the City right of way and incorporated herein by this reference, and CITY has agreed to the same subject to certain traffic and related improvements which are conditions of approval ("Conditions of Approval") as described in Exhibit "A" attached hereto and made a part hereof by this reference.

B. The Conditions of Approval are identified On Exhibit A.

C. DISTRICT has competitively bid the Improvements as part of a larger high school expansion project and said Improvements do not include all the Conditions of Approval; and

D. DISTRICT has requested that City delay the performance of the Conditions of Approval and CITY has agreed to do so in accordance with the terms of this Agreement; and

E. The construction of the Conditions of Approval is referred to in this Agreement as the "PROJECT"; and

F. DISTRICT shall be solely responsible to design, bid and construct the PROJECT under applicable law and this Agreement;

G. Upon satisfactory completion of the PROJECT, CITY shall ultimately accept ownership and responsibility for operation and maintenance of that part of the PROJECT within the CITY right of way. Therefore, CITY must review and approve the improvement plans ("IMPROVEMENT PLANS") for the PROJECT and subsequently inspect the construction of the PROJECT; and

H. It is in the best interest of the public to forgo immediate construction of PROJECT provided the same is completed no later than 18 months of the Effective Date;

and

I. The purpose of this Agreement is to memorialize the mutual understandings by and between DISTRICT and CITY with respect to funding, design, construction, inspection, ownership, operation and maintenance of PROJECT.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the parties hereto mutually agree that the above recitals are true and correct and incorporated into the terms of this Agreement and as follows:

SECTION I

DISTRICT shall:

1. Pursuant to the California Environmental Quality Act ("CEQA"), act as Lead Agency and assume responsibility for preparation, circulation and adoption of all necessary and appropriate CEQA documents pertaining to the construction, operation and maintenance of PROJECT.
2. Award a public works construction contract for PROJECT and complete construction within eighteen (18) months of execution of this Agreement.
3. Provide CITY an opportunity to review and approve the engineering design and associated design schedule for PROJECT.
4. Prepare, or cause to be prepared, the necessary plans and specifications for PROJECT ("IMPROVEMENT PLANS"), in accordance with the applicable state, local and CITY laws and standards, and submit to CITY (Attn Public Works Director) for its review and approval prior to advertising PROJECT for construction bids.
5. Prior to construction of the PROJECT, obtain, or cause to be obtained, at no cost and expense to the City all necessary permits, approvals, or agreements as may be required by any Federal, State and local agencies (including City) pertaining to the construction, operation and maintenance of PROJECT.
6. Implement, or cause to be implemented, all environmental mitigation required in association with the construction, operation and maintenance of PROJECT.
7. Prior to construction of the PROJECT, obtain or cause to be obtain, at no cost and expense to the City, all necessary permits, licenses, agreements, approvals, rights of way, rights of entry, encroachment permits, and temporary construction easements as may be needed to construct, operate and maintain PROJECT ("ROW DOCUMENTS") and

consult with CITY regarding existing dedications, proposed legal and plats, including any requests for waivers and variances from policies.

8. Prior to construction of the PROJECT, provide CITY an opportunity to review, comment on, and make a determination on all (i) REGULATORY PERMITS and (ii) ROW DOCUMENTS.

9. Assume sole responsibility for compliance with the requirements of all REGULATORY PERMITS, including any amendments thereto, pertaining to the construction, operation and maintenance of PROJECT.

10. Advertise, award and administer a public works construction contract for PROJECT at its sole cost and expense.

11. Secure and deliver, or cause to be secured and delivered to City statutory payment and completion bonds from the winning bidder in the full amount of the PROJECT cost naming City as the party legally entitled to enforce said bonds.

12. Provide CITY with written notice (Attention: Public Works Director) that DISTRICT has awarded a public works construction contract for PROJECT.

13. Prior to commencing PROJECT construction, furnish CITY with final mylar PROJECT plans and assign ownership of PROJECT plans to CITY.

14. Not permit any change to, or modification of, DISTRICT- and CITY-approved IMPROVEMENT PLANS without CITY's prior written permission and consent. Failure to do so may be deemed a material breach of this Agreement and shall authorize and constitute authority for CITY, at its sole discretion, to provide written notice to DISTRICT that CITY issued a stop work order until CITY can provide approval for change. Any construction related to non-approved IMPROVEMENT PLANS may jeopardize CITY's ability to: a) perform its obligations hereunder, and b) to accept responsibility for ownership, operation and maintenance of the PROJECT due, either in whole or in part, to said breach of this Agreement.

15. Prior to commencing PROJECT construction, schedule and conduct a mandatory pre-construction meeting between CITY, DISTRICT's construction manager, DISTRICT's construction contractor(s) and other affected entities. DISTRICT shall notify CITY (Attention: Public Works Director) in writing at least twenty (20) days prior to conducting the pre-construction meeting.

16. Furnish CITY (Attention: Public Works Director), at the time of providing written notice of the pre-construction meeting with:

- A. A construction schedule which shall show the order and dates in which DISTRICT's contractor proposes to carry on the various parts of work, including estimated start and completion dates, and

17. Require its construction contractor(s) to comply with all Cal/OSHA safety regulations including regulations concerning confined space and maintain a safe working environment for all CITY and DISTRICT employees on the site.

18. Order the relocation of all utilities within CITY rights of way which conflict with the construction of PROJECT and which must be relocated at the DISTRICT's expense.

19. Procure or cause to be procured insurance coverages during the term of this Agreement. DISTRICT shall require its PROJECT construction contractor(s) to furnish original certificate(s) of insurance and original certified copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments. Prior to DISTRICT issuing a Notice to Proceed to its construction contractor(s) to begin construction of PROJECT, an original certificate of insurance evidencing the required insurance coverage shall be provided to CITY. At minimum, the procured insurance coverages should adhere to the required insurance provided in Exhibit "B", attached hereto and made a part hereof.

20. Construct, or cause to be constructed, at DISTRICTS sole expense, the PROJECT pursuant to a DISTRICT administered public works construction contract, in accordance with IMPROVEMENT PLANS approved by DISTRICT and CITY, and pay in a timely manner all amounts due thereunder, without contribution or payment by CITY of any amount.

21. Inspect PROJECT construction or cause PROJECT's construction to be inspected by its construction manager and pay all costs associated therewith. In the event CITY requires CITY's construction inspection, materials testing, and construction survey services, CITY shall provide DISTRICT with written notice requiring the same to be provided at costs contained in CITY's published fee schedule. However, DISTRICT will continue to serve as construction contract manager.

22. Furnish, or cause its construction manager to furnish, CITY (Attention:

Public Works Director) all construction survey and materials testing services necessary to ensure PROJECT construction is accomplished in accordance with the DISTRICT- and CITY-approved IMPROVEMENT PLANS.

23. Grant CITY, by execution of this Agreement, the right to inspect PROJECT and subsequently operate and maintain PROJECT within CITY rights of way.

24. Within two (2) weeks of completing PROJECT construction, provide CITY with written notice (Attention: Public Works Director) that PROJECT construction is substantially complete and requesting that CITY conduct a final inspection of the PROJECT.

25. Assume ownership and sole responsibility for the operation and maintenance of PROJECT (subject to CITY's rights of way) until such time as CITY accepts ownership and responsibility for the operation and maintenance of the portion of the PROJECT within CITY rights of way. DISTRICT shall retain ownership, operation and maintenance obligations for all parts of the PROJECT not within the CITY right of way.

26. Upon completion of PROJECT construction, provide CITY with a copy of the DISTRICT's recorded Notice of Completion.

27. Upon completion of PROJECT construction but prior to CITY's acceptance of the PROJECT for ownership, operation and maintenance, provide CITY with appropriate engineering documentation necessary to establish that the PROJECT was constructed in accordance with the DISTRICT- and CITY-approved IMPROVEMENT PLANS.

28. Upon completion of PROJECT construction, but prior to CITY acceptance of the PROJECT for ownership, operation and maintenance, convey, or cause to be conveyed, to CITY the easement(s), or grant deed(s) of fee title where appropriate, deemed necessary by CITY for the operation and maintenance of the PROJECT. The easement(s) or grant deed(s) shall be in a form approved by CITY and shall be executed by all legal and equitable owners of the property described in the easement(s) or grant deed(s).

29. At the time of recordation of the conveyance document(s) as set forth in Section I.28, furnish CITY with policies of title insurance, each in the amount of not less than (i) fifty percent (50%) of the estimated fee value as determined by CITY for each easement parcel to be conveyed to CITY; or (ii) one hundred percent (100%) of the estimated value as determined by CITY for each fee parcel to be conveyed to CITY, guaranteeing CITY's interest in said property as being free and clear of all liens, encumbrances, assessments, easements, taxes and leases (recorded or unrecorded), and except those which

in the sole discretion of CITY are acceptable.

30. Upon completion of PROJECT construction but prior to CITY's acceptance of the PROJECT for ownership, operation and maintenance, provide or cause its civil engineer of record or construction civil engineer of record, duly registered in the State of California, to provide CITY with redlined "record drawings" of PROJECT plans.

SECTION II

CITY shall:

1. Act as a Responsible Agency under CEQA, taking all necessary and appropriate action to comply with CEQA.
2. Review and make a determination on DISTRICT's engineering design cost proposal and associated design schedule for PROJECT.
3. Prior to construction of PROJECT, review and make a determination on, as appropriate, all (i) REGULATORY PERMITS and (ii) ROW DOCUMENTS, including any existing dedications, proposed legal and plat descriptions, basemap, and survey controls.
4. Review and approve IMPROVEMENT PLANS prior to issuance of a construction permit for said work.
5. Conduct periodic inspections of the PROJECT construction for quality control purposes at DISTRICT's or DISTRICT's contractor's sole cost and provide any comments to DISTRICT's designated PROJECT construction inspector.
6. CITY shall provide all necessary construction inspection, materials testing and construction survey services for PROJECT and assist DISTRICT as needed with the administration of PROJECT's construction contract at DISTRICT's sole expense. DISTRICT hereby agrees to pay or cause to be paid all CITY costs associated with the inspection and testing of PROJECT construction, as set forth herein.
7. Upon receipt of DISTRICT's written notice that PROJECT construction is substantially complete conduct a final inspection of the portions of the PROJECT within the CITY right of way.
8. Accept ownership and responsibility for the operation and maintenance of PROJECT within its right of way (i) CITY inspection of PROJECT, (ii) CITY acceptance

of PROJECT as being complete, (iii) CITY receipt of DISTRICT's recorded Notice of Completion, (iv) CITY receipt of appropriate engineering documentation, (v) CITY receipt of stamped and signed "record drawings" of PROJECT plans, (vi) CITY's acceptance of all necessary rights of way and/or easements (vii) CITY's sole determination that PROJECT is in a satisfactorily maintained condition.

SECTION III

Indemnification:

1. DISTRICT shall indemnify and hold harmless and require its construction contractor(s) to indemnify, defend and hold harmless CITY and its officers, City Council members, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, based or asserted upon any acts, omissions or services of DISTRICT and DISTRICT's construction contractor(s), its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of DISTRICT's construction contractor(s), its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. DISTRICT or DISTRICT's construction contractor(s) shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

2. With respect to any action or claim subject to indemnification herein by DISTRICT or DISTRICT's construction contractor(s), DISTRICT or DISTRICT's construction contractor(s) shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of CITY, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes DISTRICT or DISTRICT's construction contractor(s) indemnification to Indemnitees as set forth herein.

3. DISTRICT and DISTRICT's construction contractor(s) obligation hereunder shall be satisfied when DISTRICT or DISTRICT's construction contractor(s) has provided to CITY the appropriate form of dismissal relieving CITY from any liability for the action or claim involved.

4. The specified insurance limits required in this Agreement shall in no way limit or circumscribe DISTRICT's construction contractor(s) obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

5. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the DISTRICT's construction contractor(s) from indemnifying the Indemnitees to the fullest extent allowed by law.

SECTION IV

It is further mutually agreed:

1. In the event DISTRICT's construction contractor does not complete the construction of the PROJECT in accordance with CITY standards, DISTRICT shall complete the project utilizing the bonds and insurances secured for the PROJECT in the name of CITY as approved by CITY.

2. In the event that DISTRICT fails to commence and/or complete the PROJECT in accordance with this Agreement, City shall have the right, but not the obligation, to commence and/or complete the PROJECT as provided in this Agreement, and DISTRICT hereby grants CITY an irrevocable license to enter DISTRICT property for such purpose, and DISTRICT shall reimburse CITY for all of CITY's costs in furtherance of the forgoing as such costs are incurred within ten day of receipt of CITY's invoice, with interest at the rate of ten percent (10%) per annum from the time such costs were invoiced by CITY.

3. Except as otherwise provided herein, all construction work involved with PROJECT shall be inspected by CITY but shall not be deemed complete until DISTRICT and CITY mutually agree that construction is completed in accordance with DISTRICT- and CITY-approved IMPROVEMENT PLANS. DISTRICT shall not request CITY to accept any portion of PROJECT for ownership, operation or maintenance until PROJECT construction is deemed fully complete and all necessary rights of way have been conveyed as set forth herein.

4. Prior to CITY acceptance of ownership and responsibility for the operation and maintenance of the PROJECT, the PROJECT shall be in a satisfactorily maintained condition as solely determined by CITY. If, in the sole discretion of CITY the PROJECT is not in an acceptable condition, corrections will be made at sole expense of DISTRICT.

5. CITY shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. DISTRICT agrees to maintain such records for possible audit for a minimum of three (3) years after final payment. DISTRICT agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have

information related to such records.

6. Any waiver by DISTRICT or by CITY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping DISTRICT or CITY from enforcement hereof.

7. This Agreement is to be construed in accordance with the laws of the State of California.

8. Any and all notices sent or required to be sent to the Parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

To DISTRICT: BEAUMONT UNIFIED SCHOOL DISTRICT
P.O. Box 187
Beaumont, CA 92223
ATTN: Director of Facilities

To CITY: CITY OF BEAUMONT
550 E. 6th Street
Beaumont, CA 92223
Attn: Director of Public Works

9. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

10. This Agreement is the result of negotiations between the Parties hereto, and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by CITY shall have no import or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against CITY because CITY prepared this Agreement in its final form.

11. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right or action based upon the provisions of this Agreement.

12. Neither CITY nor DISTRICT shall assign this Agreement without the

written consent of the other Party.

13. Any action at law or in equity brought by any of the Parties hereto for the purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

14. DISTRICT and CITY each pledge to cooperate in regard to the operation and maintenance of their respective facility as set forth herein and to discharge their respective maintenance responsibilities in an expeditious fashion so as to avoid the creation of any nuisance condition or undue maintenance impact upon the others' facility.

15. Time is of the essence in prosecuting the work contemplated under this Agreement.

16. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral and written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the Parties hereto.

17. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to CUETA as amended from time to time. CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

See next page for signatures

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on ____.

BEAUMONT UNIFIED SCHOOL DISTRICT

By _____
Penni S. Harbauer,
Asst. Supt. Of Business Services

BOARD APPROVED ON

Date: _____

CITY OF BEAUMONT

By _____

APPROVED AS TO FORM:

ATTEST:

By _____
JOHN O. PINKNEY
City Attorney

By _____
STEVEN MEHLMAN
City Clerk

EXHIBIT “A”**Beaumont Avenue & Cherry Valley Blvd Intersection**

- Extend the length of the northbound left-turn lane by at least 30 feet.
 - This will require restriping of the existing painted yellow median on Beaumont Avenue south of the existing left-turn pocket

Beaumont Avenue & Brookside Avenue Intersection

- Extend the length of the northbound and southbound left-turn lane by at least 60 feet.
 - This will require restriping of the existing painted yellow median on Beaumont Avenue south of the existing left-turn pocket
- Modify left-turn traffic signals for all directions from protected turns to protective-permissive turns
- Install a right-turn overlap arrow phase for eastbound Brookside Ave., and adjust the traffic signal cycle length to 100 seconds.

Cherry Valley Blvd/School’s North Driveway Intersection

- Install a new access driveway on Cherry Valley Blvd at the northwest corner of the school site:
 - Using Option B (copy attached)
 - Designate this driveway as an inbound-only driveway with right-turn ingress from eastbound Cherry Valley Blvd.
 - Install a “No Left Turn” sign on Cherry Valley Blvd at the new access driveway to prevent left turns into the driveway from westbound Cherry Valley Blvd.
-

DISTRICT's Required Insurance is as follows:

1. DISTRICT's construction contractor(s) shall not commence operations until CITY has been furnished with original certificate(s) of insurance and original certified copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Exhibit.

2. Without limiting or diminishing DISTRICT's construction contractor(s) obligation to indemnify or hold CITY and DISTRICT harmless, DISTRICT's construction contractor(s) shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the CITY herein refers to the city council members, officers, employees, elected or appointed officials, agents or representatives as Additional Insured
 - A. Workers' Compensation:
If DISTRICT's construction contractor(s) has employees as defined by the State of California, DISTRICT's construction contractor(s) shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of the Riverside County Flood Control and Water Conservation DISTRICT and the County of Riverside.

 - B. Commercial General Liability:
Commercial General Liability insurance coverage, include ng but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of DISTRICT's construction contractor(s) performance of its obligations hereunder. Policy shall name DISTRICT and CITY as Additional Insureds. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

 - C. Vehicle Liability:
If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then DISTRICT's construction contractor(s) shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$2,000,000 per occurrence combined single limit. If such insurance

contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name DISTRICT as Additional Insured.

D. Professional Liability:

DISTRICT shall cause any architect or engineer retained by DISTRICT in connection with the performance of DISTRICT's obligations under this Agreement to maintain Professional Liability Insurance providing coverage for the performance of their work included within this Agreement, with a limit of liability of not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate. DISTRICT shall require that, if such Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and that such architect or engineer shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that such architect or engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items: 1), 2) or 3) will continue as long as the law allows.

E. General Insurance Provisions – All Lines:

- i. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A:8)
- ii. DISTRICT's construction contractor(s) must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the CITY before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to CITY, and at the election of the CITY, DISTRICT's construction contractor(s) carriers shall either: 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- iii. DISTRICT's construction contractor(s) shall cause their insurance carrier(s) to furnish DISTRICT and CITY with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to

do so orally or in writing by the CITY, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to DISTRICT and CITY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance.

- iv. It is understood and agreed by the Parties hereto that DISTRICT's construction contractor(s) insurance shall be construed as primary insurance, and DISTRICT's and CITY's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- v. DISTRICT's construction contractor(s) shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- vi. DISTRICT's construction contractor(s) shall agree to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.



Staff Report

TO: City Council

FROM: Kyle Warsinski, Economic Development Manager

DATE: August 3, 2021

SUBJECT: **Approval of Purchase and Sale Agreement by and between the City of Beaumont and Orum Capital for Certain Real Property Located on East Fourth Street, East of Beaumont Avenue**

Background and Analysis:

The City of Beaumont owns property along Fourth Street, east of Beaumont Avenue/SR79, and is identified as assessor's parcel numbers 418-190-004 and 418-190-005.

The City Council authorized the City Manager to negotiate the sale of a portion of these properties to an interested buyer. The interested buyer is under escrow to purchase the former Denny's property (APN 418-190-003) which is immediately adjacent to the City's parcels and has plans to demolish the existing building and construct a new quick service restaurant with a drive-thru. The potential buyer has informed the City that the acquisition of approximately 7,400 square feet of City owned property is necessary for the completion of the project.

Section 3.03.020 of the Beaumont Municipal Code prescribes the process to dispose of real property. That section reads as follows:

"The duties of the Purchasing Officer shall include the disposition of real property in any lawful manner provided that the sale is for the common benefit of the City's citizens."

and

"The City Planning Commission shall prepare a report that indicates that disposition of the property conforms with the General Plan. A formal declaration that the property is surplus shall not be required."

If this agreement is approved by the City Council, City staff will present to the Beaumont Planning Commission an item in which they may file a report indicating the disposition of the property conforms with the Beaumont General Plan.

The subject site consists of approximately 0.17 acres (7,405 sq. ft.) of commercially designated land. The property is zoned Community Commercial and is classified for Community Commercial land uses in the General Plan. The property can also be seen in the following materials attached to this staff report:

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

As described above the duties of the Purchasing Officer shall include the disposition of real property in any lawful manner provided that the sale is for the common benefit of Beaumont's citizens. The sale of the property as requested provides multiple benefits to Beaumont's citizens.

The potential buyer, Orum Capital, desires to purchase, entitle, and develop the prior Denny's property and the City owned property into a retail and service commercial development. The project will provide a potential for eating and shopping outlets for Beaumont residents and travelers passing by on Interstate Highway 10. A commercial project at this location would generate sales and use taxes as well as property taxes help pay for critical City services. The redevelopment of the site will also alleviate aid in code enforcement and other issues that have risen since the restaurant ceased operations.

The purchase and sale agreement (Attachment D) was prepared based on completed negotiations between the City Manager and the buyer. Main deal points contained within the agreements are as follows:

- Purchase Price: \$81,457.20,
- Opening of escrow deposit: \$8,200,
- Split Survey and Mapping cost to create the legal parcel: 50/50 actual cost,
- 180 days "due diligence" period,
- Allowance for up to six 30-day extensions to the due diligence period, and
- The due diligence period is designed to allow the buyer to process their entitlements and gain a building permit for the project.

The purchase price coincides with a recent property an appraisal and reflects fair market value.

The disposal of the property is exempt from the provisions of the Surplus Land Act, since it is incapable of being developed as residential property because it is landlocked with no physical access to a public street.

Fiscal Impact:

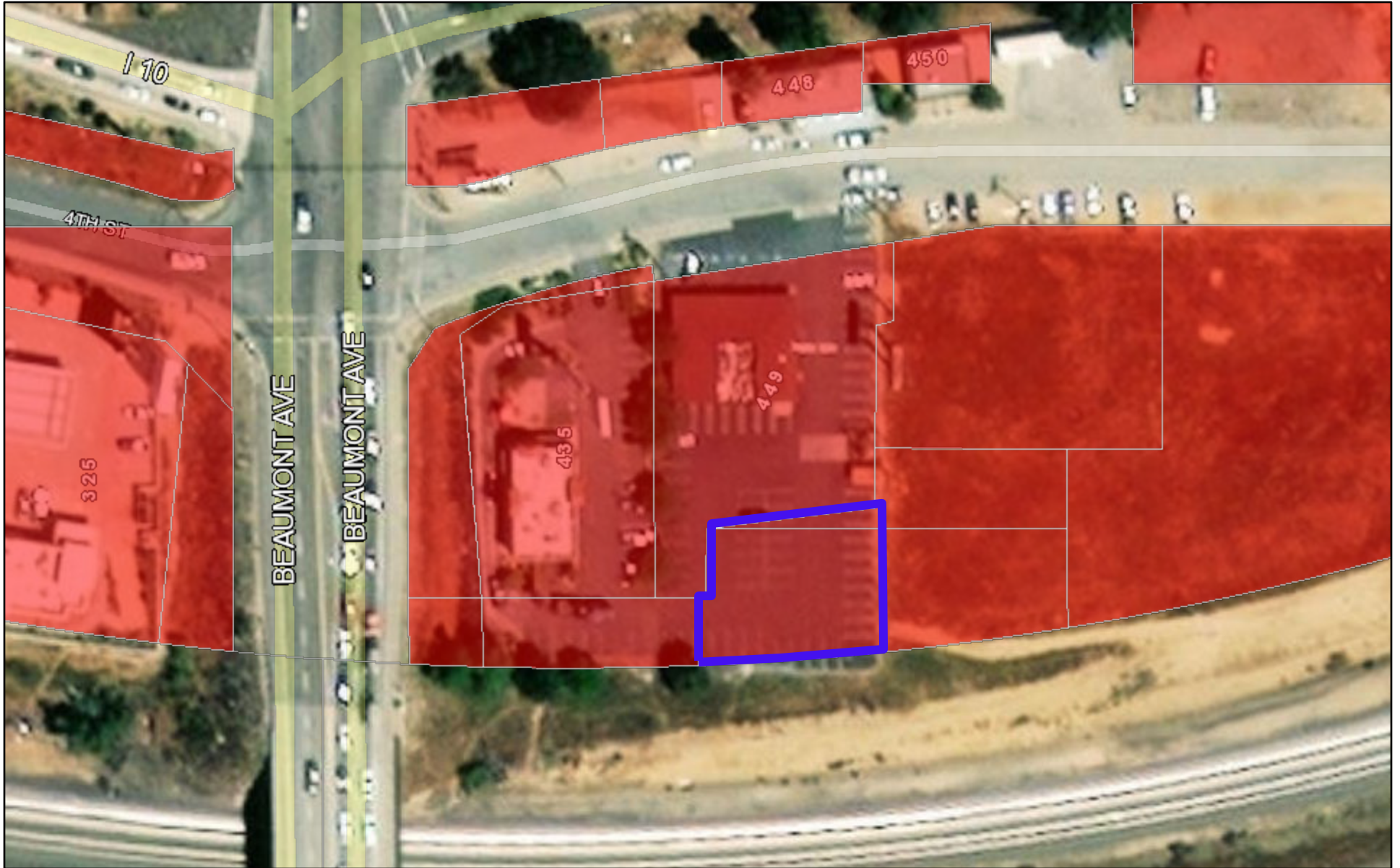
The proposed purchase and sale agreements would generate \$81,457.20 in revenue to the General Fund. Should the property be developed as envisioned by the buyer, the City would also realize additional property tax, vehicle in lieu fees and sales tax revenues.

Recommended Action:

Approve the purchase and sale agreement as presented.

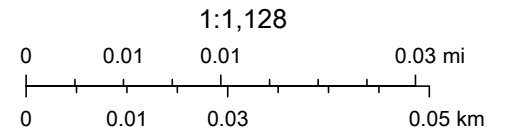
Attachments:

- A. Fourth Street .17 Acre Property - General Plan Designation
- B. Fourth Street .17 Acre Property - Zoning Map
- C. Aerial Fourth Street
- D. Purchase and Sale Agreement



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- | | | | |
|---------------------|--------------------------|---------------------------|----------------------|
| General Plan | Industrial | Single Family Residential | Rural Residential 40 |
| Open Space | High Density Residential | Rural Residential 1 | Urban Village |
| Employment District | Traditional Neighborhood | Rural Residential 10 | Downtown Mixed Use |



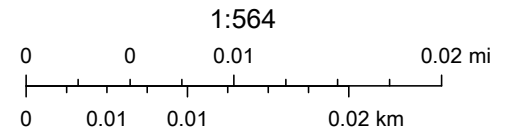
San Bernardino County, Maxar



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Zoning

- Union Pacific Rail Roadway
- Specific Plan
- Residential Rural
- Residential Single Family
- Residential Multiple Family
- Downtown Residential Multifamily
- Residential Traditional Neighborhood
- Sixth Street Mixed Use - Residential

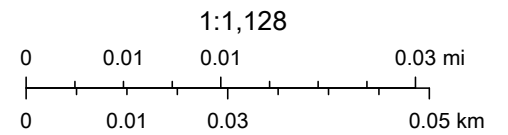


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- Parcels
- Minor Streets
- Parcel Labels
- Highways/Major Streets
- Labels
- City Boundary



PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This AGREEMENT is entered into effective as of August 3, 2021, by and between The City of Beaumont (“**Seller**”), and Orum Capital, a California corporation (“**Buyer**”), for acquisition by Buyer of certain real property hereinafter described.

RECITALS

WHEREAS, Buyer is currently in escrow to acquire that certain real property identified as Assessor’s Parcel Number 418-190-003 (the “Adjacent Property”)

WHEREAS, Buyer desires to acquire all of Seller’s right, interest, and title in and to the real property (“**Property**”) located in the City of Beaumont, California, and is further identified in **Exhibit “A”** attached hereto and by this reference incorporated herein which is contiguous with the Adjacent Property; and

WHEREAS, the Property is not currently a legal parcel under the Subdivision Map Act and this Agreement calls for Property to be made a part of the Adjacent Property by means of a Lot Line Adjustment, after the Due Diligence and prior to Closing, as provided herein;

WHEREAS, the sale will be on an “as-is where-is” basis; and

WHEREAS, Seller desires to sell to Buyer and Buyer desires to buy said Property subject to the conditions and covenants set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows.

SECTION 1 PURCHASE AND SALE

1.1 Property; Agreement to Purchase Property. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller that certain Property in accordance with the terms, covenants and conditions set forth in this Agreement and subject to the Recitals which are incorporated herein by this reference.

1.2 Purchase Price. The purchase price of the Property (“**Purchase Price**”) shall be the amount of Eleven Dollars per square foot based on the actual square footage as determined by the Lot Line Adjustment, referred to below, and which is estimated to be approximately Eighty One Thousand Four Hundred Fifty Seven Dollars and twenty cents (\$81,457.20).

1.3 Payment. The Purchase Price will be paid by federal wire transfer to Escrow Agent in immediately available funds in accordance with an estimated closing statement consistent with this Agreement, prepared by “**Escrow Agent**”, identified in **Section 9.7.1** below, and executed by Buyer and Seller (“**Closing Statement**”).

1.4 Amount and Deposit of Earnest Money. No later than 48 hours after both Buyer and Seller

have executed this agreement (“Effective Date”) , Buyer shall deposit with Escrow, an earnest money deposit in the amount of Eight Thousand Two Hundred Dollars (\$8,200.00) (hereinafter the “*Earnest Money*”). The Earnest Money shall be deposited in Escrow Agent’s non-interest bearing escrow/trust account pending disbursement pursuant to this Agreement. The sum of one hundred dollars (\$100.00) from the Earnest Money shall be nonrefundable and shall be paid to Seller in the event that Buyer cancels this Agreement in accordance with **Section 4**.

**SECTION 2
ESCROW**

2.1 Establishment of the Escrow. An escrow for this transaction (“*Escrow*”) shall be established with Escrow Agent, and Escrow Agent shall be engaged to administer the Escrow. The Escrow shall continue in effect until the earlier of the date that (a) Buyer has purchased the Property or (b) this Agreement terminates.

2.2 Opening and Closing of Escrow. Immediately after the execution of this Agreement by both Buyer and Seller, Seller will deliver a fully executed copy of this Agreement to Escrow Agent. The Closing of Escrow shall take place on the date Escrow Agent (i) is irrevocably committed to issue the Title Policy to Buyer pursuant to **Section 5.3**, and (ii) disburses proceeds of the sale to Seller in accordance with the approved Closing Statement. The date for the Closing (“*Closing Date*”) shall be on the date ten (10) days after Buyer has obtained approval from the City of Beaumont of a conditional use permit and plot plan for a drive through restaurant with a building area of approximately 2,000 square feet (“Buyer’s Entitlements”) and building permit on the Adjacent Property currently under escrow by Buyer but no later than 180 days after the Buyer’s approval of the Due Diligence as such one hundred and eighty (180) days may be extended under Section 2.3.

2.3 Buyer’s Entitlements. Buyer will submit to the City of Beaumont complete applications on City’s application forms along with all required applications fees and other amounts for Buyer’s Entitlements no later than the expiration of the Due Diligence Period. The Buyer shall comply with all laws applicable to the development of the Property for Buyer’s Project, including, without limitation, the City’s Municipal Code. Buyer will pay when due all fees pertaining to the review and approval of Buyer’s Entitlements. The City shall not be responsible to build and infrastructure improvements related to the Property and Buyer’s Entitlements. If Buyer fails to so apply for Buyer’s Entitlements by the expiration of the Due Diligence Period, this Agreement shall automatically terminate and Buyers Earnest Money will be returned to Buyer. If Buyer submits the completed applications for Buyer’s Entitlements as aforesaid but has not obtained Buyer’s Entitlements and related environmental review within one hundred and eighty (180) days after expiration of the Due Diligence Period, subject to any extension granted by City, Buyer or Seller may terminate this Agreement instruct Escrow to return Buyers’ Earnest Money to Buyer, and the parties shall have no further obligations to one another. However, if after such one hundred and eighty (180) days from the expiration of Due Diligence Buyer has not obtained Buyer’s Entitlements and if Buyer has been and continues to diligently and continuously seek Buyer’s Entitlements in good faith at all times, then upon the written request of Buyer, Seller may extend the time within which the Closing may occur by thirty (30) days on up to six separate occasions for a maximum total of 180 days. If Buyer does not request any such extension, this Agreement shall terminate and Buyer and Seller shall have no further

obligations to one another. Seller shall have no obligation to approve Buyer’s Entitlements, but shall review the same in accordance with applicable laws, the Beaumont Municipal Code and city policies in the same manner and subject to the same requirements as other applicants. Seller will have no liability to Buyer if Buyer fails to obtain Buyer’s Entitlements. The forgoing provisions of this Section 2.3 shall only apply to the Buyer Entitlements as defined above. If Buyer wishes to seek entitlements that are different from the Buyer Entitlements at any time, Buyer must obtain the advanced written consent otherwise this Agreement will terminate.

2.4 Acceptance of Escrow; Execution Date. By accepting this Escrow, Escrow Agent agrees to the terms of this Agreement solely as they relate to the duties of Escrow Agent. As soon as practical after the receipt of this Agreement, Escrow Holder shall ascertain the Execution Date and advise the Parties and Brokers, in writing, of the date ascertained.

2.5 Escrow Instructions. This Agreement constitutes escrow instructions to Escrow Agent. If Escrow Agent requires the execution of its standard form printed escrow instructions, Buyer and Seller agree to execute those instructions; however, those instructions will be construed as applying only to Escrow Agent’s engagement. If there are conflicts between the terms of this Agreement and the terms of the Escrow Agent’s standard form printed escrow instructions, the terms of this Agreement will control.

2.6 Escrow Cancellation Charges. If Escrow fails to close because of Seller’s default, Seller will pay all customary escrow cancellation charges. If Escrow fails to close because of Buyer’s default, or for any other reason, Buyer shall pay all customary escrow cancellation charges.

**SECTION 3
INFORMATION SECURED BY BUYER**

3.1 Seller Deliverables. Within Two (2) days of the Effective Date, Buyer shall obtain, or cause to be obtained and provided to Seller, the following:

3.1.1 Preliminary Title Report. A current preliminary title report (the “*Title Report*”) for the Property prepared by Escrow Agent along with copies of all documents referenced therein. The Title Report will be updated after the recordation of the LLA.

3.1.2 Buyer is advised that Seller does cannot locate an environmental report or survey for the Property.

**SECTION 4
MATTERS RELATING TO THE ESCROW PERIOD**

4.1 Title and Survey Review.

4.1.1 Survey and Lot Line Adjustment. Seller shall cause the recordation of a Lot Line Adjustment (“LLA”) at the Closing whereby the Property is made part of the Adjacent Property with such efforts to commence no later than within fifteen (15) days after the Buyer approves the Title and Due Diligence under Section 4.1.3 and 4.3. Upon demand Buyer shall pay or deposit with Seller one half of the surveying and fees for creating such separate legal parcel as determined by the Seller as a condition precedent to the Closing. Buyer’s cost shall not exceed

\$5,000.00. Should the Buyer fail to pay or deposit such amount or amounts upon demand by Seller, Seller shall have the right to terminate this agreement and retain Buyer's Deposit provided that it gives Buyer at least ten (10) days written notice and Buyer fails to cure such default prior to the expiration of the ten day period.

4.1.2 Buyer and Seller agree that if Buyer approves title to the Property and its Due Diligence, Buyer may obtain an ALTA survey of the Property (or cause the survey for the LLA to be sufficiently revised at its sole cost) (the "**Survey**") at no cost to Seller provided that doing so does not delay the Closing. In the event Buyer obtains an ALTA survey, Buyer shall deliver a copy of the Survey to Seller and Escrow Agent promptly following its receipt of the same. In the event that escrow fails to close for any reason not due to the default of Seller, Buyer will assign and deliver the ALTA survey and any other documents produced in connection with its due diligence to Seller simultaneously with the termination of the Escrow.

4.1.3 Title Review; Cure. Buyer will have thirty (30) days from the Effective Date (the "**Title Review Period**") to approve or disapprove any title matters disclosed by the Title Report. If Buyer is dissatisfied with any exception to title as disclosed in the Title Report, in Buyer's sole and arbitrary discretion, then Buyer may, by giving notice to Seller and Escrow Agent within the Title Review Period ("**Buyer's Objection Notice**"), either:

(a) Terminate this Agreement, in which case the Earnest Money shall be returned to Buyer; or

(b) Provisionally accept title subject to Seller's removal of any disapproved matters, exceptions or objections (the "**Disapproved Items**"), in which case Seller may, within five (5) days following receipt of Buyer's Objection Notice (the "**Title Cure Period**"), agree to remove some or all of the Disapproved Items prior to Closing or obtain endorsements to the Title Policy in form satisfactory to Buyer insuring against the Disapproved Items, by giving Buyer written notice ("**Seller's Cure Notice**") of the specific Disapproved Items which Seller agrees to so remove or endorse over (the "**Cure Items**"). If, during the Title Cure Period, Seller does not timely agree to remove or endorse over all of the Disapproved Items, then, at Buyer's election by written notice given within five (5) days following expiration of the Title Cure Period (i) this Agreement will be terminated and the Earnest Money refunded to Buyer, or (ii) Buyer may waive the Disapproved Items that Seller elected not to agree to remove or endorse over, and such matters shall be deemed Approved Title Exceptions, as defined in **Section 4.1.3(d) below**. If, within such 5-day period, Buyer fails to waive in writing the Disapproved Items that Seller elected not to agree to remove or endorse over, Buyer will be deemed to have elected to terminate this Agreement.

(c) Title to the Property will be conveyed to Buyer at the Closing subject only to the Approved Title Exceptions as defined below. Notwithstanding anything in this Agreement to the contrary, Seller agrees that title to the Property shall, at Closing, be free and clear of all monetary liens and encumbrances (other than the lien for current real property taxes and assessments not yet due and payable), including, but not limited to, any deeds of trust or mechanics liens, and all of such liens and encumbrances are hereby deemed to be Cure Items for the purposes of this **Section 4.1**, and Buyer need not give any Buyer's Objection Notice as to those items. Seller agrees that all such monetary liens and encumbrances, regardless of the amount, will be released from the Property by Seller at Seller's sole expense on or before the Closing.

(d) If Buyer does not (1) accept in writing the condition of title in whole, or (2) accept title provisionally as set forth in **Section 4.1.3(b)**, as disclosed by the Title Report within the Title Review Period, the Title Report shall be deemed disapproved by Buyer and this Agreement shall automatically terminate, and upon such termination, the Earnest Money shall be returned to Buyer. For purposes of this Agreement “**Approved Title Exceptions**” means:

(i) non-delinquent real property taxes and assessments due and payable in the fiscal tax year in which the Closing occurs (which shall be prorated at Closing pursuant to **Section 6.2.4 below**);

(ii) those matters approved or deemed approved by Buyer in accordance with this **Section 4.1** which are disclosed in the Title Report (other than the “standard exceptions”) and the Survey, if obtained by Buyer; and

(iii) any other matters approved by Buyer in writing.

(e) Any requirements specified in the Title Report for the issuance of the Title Policy, together with any other requirements imposed by Escrow Agent on either or both Buyer or Seller for the issuance of the Title Policy, to the extent they are reasonable and customary in Riverside County, California, are referred to herein as the “**Title Requirements**”.

4.2 Buyer’s Right to Enter and Inspect the Property. From time to time following the Effective Date, Buyer and/or Buyer’s representatives, contractors, and agents may enter the Property to examine the Property, to conduct non-invasive tests, inspections, studies.

4.2.1 Buyer Restoration and Indemnity. Buyer will restore any material physical damage to the Property caused by Buyer, and will indemnify, defend and hold harmless Seller and Seller’s public officials, Council Members and employees (“Related Parties”) from, and against any Claims, damages, liens, stop notices, liabilities, losses, costs and expenses, including reasonable attorneys’ fees and court costs caused by Buyer (unless resulting from Seller’s or its Related Parties’ negligent acts or omissions or willful misconduct) and this indemnity will survive the Closing or the termination of this Agreement. In addition, in the event Buyer and/or Buyer’s representatives enter the Property they will maintain comprehensive general liability insurance with coverage of at least one million dollars (\$1,000,000) per occurrence and provide a certificate of insurance showing Seller as an additional insured thereon prior to entering the Property.

4.3 Investigation Contingency. Buyer shall have until expiration of the Title Review Period to complete the Buyer’s inspections and approve or disapprove any and all aspects of the Property (“Due Diligence Period”). Buyer’s failure to timely approve or disapprove shall be deemed disapproval of all aspects of the Property. If Buyer disapproves the Property prior to the expiration of the Due Diligence Period, this Agreement shall terminate, and upon such termination the Earnest Money shall be returned to Buyer.

SECTION 5 CLOSING DOCUMENTS; TITLE POLICY

5.1 Seller's Closing Documents. No later than 48 hours before the Closing Date, Seller will deposit the following documents into the Escrow for delivery at the Closing, each of which will have been duly executed, endorsed and, where appropriate, acknowledged, and will be in form and substance reasonably satisfactory to Buyer, Buyer's legal counsel and Escrow Agent:

5.1.1 Closing Statement. Approval of the estimated Closing Statement.

5.1.2 FIRPTA Affidavit. An affidavit, signed and acknowledged by Seller under penalty of perjury, certifying that Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign person within the meaning of Section 1445 and 7701 of the Internal Revenue Code of 1986 and the associated Treasury Regulations.

5.1.3 California Withholding Certificate. A duly executed California Franchise Tax Board ("**FTB**") Form 593-C Withholding Certificate and such other documents if required by Escrow Agent in order to comply with California withholding requirements.

5.1.4 Additional Documents. Such other documents as may be necessary, appropriate or reasonably required by Escrow Agent to transfer and convey the Property to Buyer and to otherwise close this transaction and issue the Title Policy to Buyer in accordance with the terms of this Agreement.

5.2 Buyer's Closing Deliveries. No later than 24 hours before the Closing Date, Buyer will deposit into the Escrow the following funds and documents for delivery to Seller at the Closing, each of which, where appropriate, will have been duly executed and acknowledged and will be in form and substance satisfactory to Seller and Seller's legal counsel and Escrow Agent:

5.2.1 Closing Statement. Approval of the estimated Closing Statement.

5.2.2 Preliminary Change of Ownership Report. A Preliminary Change of Ownership Report as required by law.

5.2.3 Additional Documents. Such other documents as may be necessary, appropriate or reasonably required by Escrow Agent to close this transaction in accordance with the terms of this Agreement.

5.2.4 Buyer's Closing Funds. The cash portion of the Purchase Price, less the Earnest Money, plus Buyer's Closing costs in accordance with the approved Closing Statement, will be paid at Closing by federal wire transfer to Escrow Agent in immediately available funds.

5.3 Title Policy. Closing is contingent upon Escrow Agent's issuance of the Title Policy. Seller, at Seller's expense, will satisfy all of Escrow Agent's Title Requirements (as defined in **4.1.3(e)** above) for issuance of the Title Policy other than those, if any, within Buyer's control or those which Buyer is obligated to satisfy under this Agreement. Buyer, at Buyer's expense, will satisfy all of Escrow Agent's Title Requirements for issuance of the Title Policy other than

those, if any, which Seller is obligated to satisfy under this Agreement. If the Title Policy is issued against any portion of the Adjacent Property, Buyer shall be responsible for the cost of and any exceptions to coverage the Title Policy attributable to the Adjacent Property. Seller will only be responsible for assuring there are no monetary liens or encumbrances on the Property, and shall not be responsible for any exception to coverage related to the Adjacent Property.

**SECTION 6
CLOSING THE TRANSACTION**

6.1 Closing Deadline. The Closing shall occur on or before the Closing Date.

6.2 Closing Costs and Prorations.

6.2.1 Escrow Fees. Seller and Buyer will each pay one-half (1/2) of the Escrow fees.

6.2.2 Title Insurance Fees. Seller will pay the premium for a ALTA standard coverage owner’s Title Policy and Buyer shall pay the portion of the Title Policy premium attributable to upgrading to ALTA extended coverage, the cost of any endorsements, if requested by Buyer.

6.2.3 Recording Fees. Seller will pay the recording fees for recording the Grant Deed, the documentary transfer tax.

6.2.4 Prorations. Seller is responsible for paying all taxes, assessments, fees, and other charges for years prior to the year of Closing and any supplemental taxes attributable to periods prior to Closing, if any. All such items due and payable in the year of the Closing will be prorated in Escrow as of Closing, based upon the most current information then available to Escrow Agent.

6.2.5 Miscellaneous Closing Costs. Any other closing costs not otherwise expressly provided for in this Agreement will be paid by Buyer and Seller as they shall mutually agree or, in the absence of such agreement, according to the usual and customary practice in Riverside County, California.

6.3 Seller’s Obligation to Deposit Additional Funds. Seller hereby authorizes Escrow Agent to use so much of the proceeds otherwise payable to Seller at Closing as is necessary to pay all costs and other amounts payable by or otherwise chargeable to Seller pursuant to this Agreement.

6.4 Buyer’s Obligation to Deposit Additional Funds. On or before the Closing Date, Buyer will deposit with Escrow Agent cash in an amount sufficient to pay all costs and other amounts payable by or otherwise chargeable to Buyer pursuant to this Agreement.

**SECTION 7
ADDITIONAL COVENANTS**

7.1 Possession. At the Closing, Seller shall deliver possession of the Property to Buyer.

7.2 Risk of Loss. Except as to any matter caused by the act, omission, negligence or willful

misconduct of a party hereunder, in which cases such party shall be responsible; except as provided in **Section 4.2** and **Section** Error! Reference source not found.; and subject to the express indemnities contained in this Agreement with respect to the Property, the risk of loss or damage to the Property and all liability to a Third Party will be with the party that owns fee simple title to the Property at the time the loss, damage or liability is suffered or incurred. In the event of loss or damage to the Property prior to the Closing, the parties agree that if such loss is greater than ten percent (10%) of the Purchase Price, Buyer shall have the right, but not the obligation, to terminate this Agreement in which event Buyer shall be entitled to a return of its Earnest Money. Alternatively, Buyer may proceed to the Closing with no reduction in the Purchase Price and accept the Property in its then current condition subject to such loss or damage. In the event the loss or damage to Property is less than ten percent (10%) of the Purchase Price, Seller may repair the damage prior to the Closing. In the event Seller does not make the repairs to Buyer's reasonable satisfaction, Buyer shall be entitled to a reduction in the purchase price or an assignment of insurance proceeds, if any, in an amount equal to the loss or damage.

7.3 Condemnation. If all or any portion of the Property is condemned (or sold and conveyed in lieu of condemnation) prior to the Closing or if such a condemnation proceeding is commenced or threatened prior to Closing, Seller shall notify Buyer in writing (a "**Condemnation Notice**") and Buyer may terminate this Agreement by giving written notice of termination to Seller within ten (10) days following receipt of a Condemnation Notice. If Buyer elects to terminate pursuant to this **Section 7.3** the Earnest Money will be returned to Buyer and the Agreement will be canceled. If Buyer does not elect to terminate pursuant to this Section then (i) this Agreement shall continue in effect, (ii) Seller shall not settle or compromise any condemnation or convey any portion of the Property in lieu of condemnation without Buyer's prior written consent, (iii) if Closing occurs Buyer will receive all awards or payments made by the condemning authority to which Seller would otherwise be entitled and (iv) to the extent Seller receives an award with respect to the Property prior to Closing, Seller shall pay the entire award to Escrow Agent to be held in Escrow pending (i) the Closing, in which case the award shall be applied to the Purchase Price due at Closing and paid to Seller, or (ii) in the event of termination of this Agreement the award shall be disbursed to Seller. Seller shall notify Buyer of any notice it receives pertaining to eminent domain, taking, condemnation of the Property.

7.4 Brokerage. Buyer and Seller each represent and warrant that they have not engaged the services of any broker, agent or other Person entitled to receive a commission, finder's fee or other such compensation in connection with the execution of this Agreement or the consummation of the transactions contemplated by this Agreement. If any other Person asserts a claim to a finder's fee, brokerage commission or other compensation on account of alleged employment as a finder or broker or performance of services as a finder or broker in connection with this transaction, the party under whom the finder or broker is claiming will indemnify, defend and hold the other party and the other party's Related Parties harmless for, from, and against any Claims related thereto. This indemnity will survive the Closing or the termination of this Agreement.

7.5 Property Sold "As Is".

7.5.1 Limitation of Seller Representations and Warranties. Except for Seller's express representations and warranties set forth in this Agreement, Seller hereby specifically disclaims

any warranty (oral or written) or obligation to disclose information concerning: (i) the nature and condition of the Property and the suitability thereof for any and all activities and uses that Buyer elects to conduct thereon; (ii) the manner, construction, condition and state of repair or lack of repair of any improvements on the Property; (iii) the compliance of the Property with any laws, rules, ordinances or regulations of any government or other body; and (iv) the content or accuracy of any documents or materials delivered by Seller to Buyer. Buyer is relying solely upon, and will have conducted, its own, independent inspection, investigation and analysis of the Property as it deems necessary or appropriate in so acquiring the Property from Seller, including, without limitation, an analysis of any and all matters concerning the condition of the Property and its suitability for Buyer's intended purposes, and a review of all applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, taxes, zoning and land use) affecting the development, use, occupancy or enjoyment of the Property. If the Buyer discovers any material information regarding the Property that is different than what has been represented by Seller or that was not disclosed by Seller, Buyer as its sole and only remedy shall have the right terminate this Agreement and recover its Earnest Money. *Except for Seller's express representations and warranties set forth in this Agreement* (i) the sale of the Property is made on a strictly "AS IS", "WHERE IS", "WITH ALL FAULTS" basis as of the date of Closing, and (ii) Seller makes no warranty or representation, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of quantity, quality, condition, habitability, merchantability, suitability or fitness for a particular purpose of the Property, any improvements located thereon or any soil or environmental conditions related thereto.

7.5.2 Buyer Waiver and Release. Buyer specifically acknowledges that Buyer is not relying on (and Seller hereby disclaims and renounces) any representations or warranties made by or on behalf of Seller of any kind or nature whatsoever, except for those particular representations and warranties expressly provided in this Agreement. Except for Claims related to breach of Seller's express representations and warranties in this Agreement, Buyer, for Buyer and Buyer's successors and assigns, hereby releases Seller from, and waives any and all Claims and liabilities against Seller for, related to, or in connection with, any environmental or physical condition at the Property (or the presence of any matter or substance relating to the environmental condition of the Property), including, but not limited to, Claims and/or liabilities relating to (in any manner whatsoever) any Hazardous Substances, toxic or dangerous materials or substances located in, at, about or under the Property, or for any and all Claims or causes of action (actual or threatened) based upon, in connection with, or arising out of any Environmental Law, or any other claim or cause of action including any federal or state based statutory, regulatory or common law cause of action related to environmental matters or liability with respect to, or affecting, the Property. Buyer represents to Seller that Buyer has conducted, or will conduct prior to Closing, such investigations of the Property, including but not limited to, the physical and environmental conditions thereof, as Buyer deems necessary to satisfy itself as to the condition of the Property and the existence or nonexistence of, or curative action to be taken with respect to, any Hazardous Substances or toxic substances on or discharged from the Property, and will rely solely upon same and not upon any information provided by, or on behalf of, Seller, its agents and employees with respect thereto. Hazardous Substance means any chemical, substance, medical or other waste, living organism or combination thereof which is or may be hazardous to the environment or human or animal health or safety due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties

or effects. For purposes of this Agreement “Hazardous Substance” shall include, but not be limited to, petroleum hydrocarbons, including crude oil or any fraction thereof, asbestos, radon, polychlorinated biphenyls (PCBs), methane and all substances which now or in the future may be defined as “hazardous substances,” “hazardous wastes,” “extremely hazardous wastes,” “hazardous materials,” “toxic substances,” “infectious wastes,” “biohazardous wastes,” “medical wastes,” “radioactive wastes” or which are otherwise listed, defined or regulated in any manner pursuant to any Environmental Laws.

Buyer further agrees that in the event Buyer obtains, from former or present owners of the Property or any other persons or entities, releases from liability, indemnities, or other forms of hold harmless relating to the subject matter of this section, Buyer shall use its diligent efforts to obtain for Seller the same releases, indemnities and other comparable provisions.

For purposes of this Section, the following terms shall have the following meanings.

(a) “Environmental Claim” means any claim for personal injury, death and/or property damage made, asserted or prosecuted by or on behalf of any third party, including, without limitation, any governmental entity, relating to the Property or its operations and arising or alleged to arise under any Environmental Law.

(b) “Environmental Cleanup Liability” means any cost or expense of any nature whatsoever incurred to contain, remove, remedy, clean up, or abate any contamination or any Hazardous Substances on or under all or any part of the Property, including the ground water thereunder, including, without limitation, (A) any direct costs or expenses for investigation, study, assessment, legal representation, cost recovery by governmental agencies, or ongoing monitoring in connection therewith and (B) any cost, expense, loss or damage incurred with respect to the Property or its operation as a result of actions or measures necessary to implement or effectuate any such containment, removal, remediation, treatment, cleanup or abatement.

(c) “Environmental Compliance Cost” means any cost or expense of any nature whatsoever necessary to enable the Property to comply with all applicable Environmental Laws in effect. “Environmental Compliance Cost” shall include all costs necessary to demonstrate that the Property is capable of such compliance.

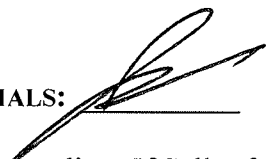
(d) “Environmental Law” means any federal, state or local statute, ordinance, rule, regulation, order, consent decree, judgment or common-law doctrine, and provisions and conditions of permits, licenses and other operating authorizations relating to (A) pollution or protection of the environment, including natural resources, (B) exposure of persons, including employees, to Hazardous Substances or other products, raw materials, chemicals or other substances, (C) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities, or (D) regulation of the manufacture, use or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal.

Notwithstanding any other provision of this Agreement, Buyer's release and indemnification as set forth in the provisions of this Section, as well as all provisions of this Section, shall survive the termination of this Agreement and shall continue in perpetuity.

**SECTION 8
REMEDIES**

8.1 Seller's Remedies. If the Closing does not occur due to any default by Buyer, then Seller shall provide Buyer and Escrow Agent with written notice specifying the nature of Buyer's Default. If Buyer has not cured the default within five (5) days after receipt of Seller's notice, then Seller shall have the right as Seller's sole and exclusive remedy to terminate this Agreement by giving written notice of cancellation to Buyer and Escrow Agent and the Earnest Money shall be paid to Seller with no further instruction to Escrow Holder from Buyer.

BUYER AND SELLER HEREBY AGREE THAT IF SELLER TERMINATES THIS AGREEMENT DUE TO BUYER'S DEFAULT, THEN IN SUCH EVENT THE EXACT AMOUNT OF SELLER'S DAMAGES WOULD BE EXTREMELY DIFFICULT TO ASCERTAIN AND THEREFORE THE EARNEST MONEY DEPOSITED INTO ESCROW SHALL BE DEEMED TO CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES UNDER THE PROVISIONS OF SECTION 1671 OF THE CALIFORNIA CIVIL CODE AND SELLER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF BUYER'S DEFAULT SHALL BE LIMITED TO TERMINATION OF THIS AGREEMENT AND COLLECTION OF SUCH LIQUIDATED DAMAGES.

BUYER'S INITIALS: 

SELLER'S INITIALS: _____

8.2 Buyer's Remedies. If Seller fails to perform when due any act required by this Agreement to be performed or otherwise breaches this Agreement and such failure or breach continues for a period of thirty (30) days after Seller receives written notice thereof, then, Buyer may as its sole and only remedy terminate this Agreement and the Escrow, such cancellation to be effective immediately upon Buyer giving written notice of cancellation to Seller and Escrow Agent, and the entire Earnest Money shall be returned to Buyer and the parties shall have no further liability to one another. Buyer hereby waives the rights and remedies not specifically provided to Buyer under this Section 8.2 including, but not limited to actual damages, consequential damages and specific performance.

**SECTION 9
GENERAL PROVISIONS**

9.1 Assignment. This Agreement may not be assigned in whole or part without the express written consent of both parties. However, Buyer shall have the right to assign this Agreement to an affiliated entity to be formed by Buyer, without Seller's written consent, by providing notice to Seller provided that the original party shall remain liable hereunder. Subject to the forgoing, this Agreement may only be assigned to a person or entity which owns fee title to the Adjacent Property.

9.2 Binding Effect. The provisions of this Agreement are binding upon and will inure to the benefit of the parties and their respective heirs, personal representatives, successors and

permitted assigns, including, without limitation, all members of Seller irrespective of any dissolution of Seller after execution of this Agreement or after consummation of a Closing.

9.3 Attorneys’ Fees. If any action is brought by either party in respect to its rights under this Agreement, the prevailing party will be entitled to reasonable attorneys’ fees and court costs as determined by the court.

9.4 Waivers. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, whether or not similar, nor will any waiver be a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver. Either party may waive any provision of this Agreement intended for its benefit; provided, however, such waiver will in no way excuse the other party from the performance of any of its other obligations under this Agreement.

9.5 Construction. This Agreement will be construed according to the laws of the State of California, without giving effect to its conflict of laws principles. References in this Agreement to “Sections” are to the Sections in this Agreement, unless otherwise noted. This Agreement shall not be construed as if prepared by one of the parties, but rather according to its fair meaning as a whole, as if both parties had an equal role in its negotiation and preparation.

9.6 Time of the Essence. Time is of the essence of this Agreement.

9.7 Notices.

9.7.1 Any demand, notice or communication required or permitted to be given under this Agreement must be in writing and is deemed given on (a) the day personally delivered, (b) the third business day after the date of mailing by certified or registered first class mail, postage prepaid, return receipt requested, or (c) one business day after accepted for next business day delivery by a national commercial delivery service which provides package tracking services (“**Overnight Delivery**”), or (d) when transmitted by e-mail or telephone facsimile (provided that such Notice is confirmed on the same day by sending a copy to the addressee(s) by Overnight Delivery), in each case addressed to the parties at their respective addresses set forth below (or to such other address as the Parties hereto may designate by notice in the manner set forth herein). Notices which are rejected or refused or which cannot be delivered because of changed address of which no notice was given shall be deemed delivered.

Notice to Seller shall be sent to:

City of BEAUMONT
Attn: City Manager
Beaumont Civic Center
550 E. Sixth St.
Beaumont, CA 92223
Email: tparton@beaumontca.gov

Notice to Buyer shall be sent to:

Orum Capital
Attn: Jonathan Hanasab
606 S. Olive Street, #1030
Los Angeles, CA 90104
Email: Jonathan@orumcapital.com
Tel: 213-514-5201

Notice to Escrow Agent shall be sent to:

Commerce Escrow
Raul Zuniga | *Escrow Officer II - Commercial*
1055 Wilshire Blvd Suite 1000, Los Angeles, CA 90017
General Line (213) 484-0855x4016
Fax: 213-484-0417 / eFax: 213-201-5191

Each party may change their address for the purpose of this Section by giving written notice of such change to the other party in the manner provided in this Section.

9.8 Further Documentation. Each party agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

9.9 Time Periods. Except as expressly provided for in this Agreement, the time for performance of any obligation or taking any action under this Agreement will be deemed to expire at 5:00 p.m. (California time) on the last day of the applicable time period provided for in this Agreement. If the time for the performance of any obligation or taking any action under this Agreement expires on a Saturday, Sunday or legal holiday, the time for performance or taking such action will be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday. Any reference in this Agreement to “days” shall mean calendar days unless the Agreement expressly states “business” days.

9.10 No Third Party Beneficiary. No term or provision of this Agreement is intended to, or shall, be for the benefit of any Person not a party hereto and no such Person shall have any right or cause of action hereunder.

9.11 Headings and Counterparts. The headings of this Agreement are for purposes of reference only and will not limit or define the meaning of any provision of this Agreement. This Agreement may be executed in any number of counterparts, each of which will be an original but all of which will constitute one and the same instrument.

9.12 Entire Agreement. This Agreement, which includes the Exhibits constitutes the entire agreement between the parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations and understandings of the parties, oral

or written, are superseded by and merged in this Agreement. No supplement, modification or amendment of this Agreement will be binding unless in writing and executed by Buyer and Seller.

9.13 Counterparts and Facsimile Signatures. This Agreement may be executed in any number of counterparts and via physical signature or DocuSign, Cudasign or a similar electronic signature application, each of which shall be deemed an original, and facsimile copies or photocopies of any such signatures shall be as valid as originals.

9.14 Limited Consent to Apply for Entitlements. Seller hereby authorizes Buyer to submit the application for the Entitlements relative to the Property during the term of this Agreement. Upon the termination of this Agreement in the absence of the Closing, this consent shall immediately terminate relative to the Property as will any Entitlement or building permit that may have been issued as it applies to the Property only.

9.15 Effect of Escrow. Buyer's rights under this Agreement shall remain in effect only so long as the escrow for the Adjacent Property is pending or the escrow closes. If the escrow and underlying contract for the Adjacent Property terminates for any reason Buyer will notify Seller in writing within 48 hours of the termination, this Agreement will terminate and Buyer's Earnest Money will be returned to Buyer and the Buyer and Seller shall have no further obligations to one another.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth above.

SELLER:
CITY OF BEAUMONT

BUYER:
ORUM CAPITAL

By: _____

By:  _____

Its: _____

Date: 7/15/2021 _____

Date: _____

ATTEST:

Nicole Wheelright, Deputy City Clerk

APPROVED AS TO FORM:
SBEMP LLP

John O. Pinkney, City Attorney

**ACCEPTED AND AGREED TO SOLELY
FOR PURPOSES OF ACTING AS
ESCROW AGENT:**

By: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Approximately .17 acres of real property being portions of APN's 418-190-004 and 418-190-005 in the City of Beaumont, County of Riverside, State of California, generally and approximately described as follows:

SEE DIAGRAM ATTACHED HERETO

Upon recordation of LLA, as defined in this Agreement, by Seller the Property description shall be deemed to be the description in the LLA.



Staff Report

TO: City Council

FROM: Laurie Miller, Administrative Services Manager

DATE: August 3, 2021

SUBJECT: **Award a Professional Services Agreement to SGH Architects for the Architectural Design for City Hall Renovations in an Amount Not to Exceed \$191,000 and Authorize the City Manager to Sign Change Orders up to \$20,000**

Background and Analysis:

In September 2017, the City Council approved the five-year Capital Improvement Plan (CIP) which included a project for the City Hall Complex (CF104) with \$435,00 of DIF funding. In June 2018, the City Council approved a project budget increase to \$1,000,000. Since 2017, the project has been expanding the available office space for current needs in City Hall and Building B. The next phase will expand the office space throughout the existing kitchen, Room 1, Room 2 and Room 3 of City Hall.

In June 2021, the City Council approved the five-year CIP which included additional projects for City Hall Roofing (ISFB-01) of \$313,071, City Hall Fire Sprinkler System Upgrade (ISFB-02) of \$403,504, City Hall Bathrooms (ISFB-03) of \$100,000, City Hall HVAC (ISFB-04) of \$275,812, and Building B Window Replacement (ISFB-09) of \$26,000 of Internal Service Funds. These projects are intended to provide updated repairs to City Hall and Building B and accommodate the expansion of additional office space. The consultant will provide architectural design, plan check/review, bid assistance, construction administration and close-out assistance.

City staff prepared a request for proposal (RFP) for the architectural design and related services for the City Hall renovation. The RFP was advertised on May 10, 2021, via PublicPurchase.com and 69 firms accessed the proposal. City staff received four timely proposals. Each firm was evaluated by a five-person panel based on the following criteria:

- Project approach, work plan and duration (30%);
- Project team organization and qualifications (25%);

- Related experience and past projects (25%);
- References (10%); and
- Proposed fee (10%).

City staff interviewed the firms with the top three scores on July 7, 2021, and is recommending that the project be awarded to SGH Architects. Their proposal and interview was the most comprehensive, contained the best value for services provided, demonstrated a proven track record on projects of similar size and scope, as well as thorough understanding of the City's needs. SGH's original price for the scope of work was \$493,500, however, City staff was able to negotiate a reduction in fees to \$191,000.

Fiscal Impact:

The professional services agreement in an amount not to exceed \$191,000 for the architectural design for the City Hall Renovation will be paid from the CIP project account CF104 and Internal Services Fund-Buildings. City staff estimates the cost to prepare this report was \$2,340.

CF104 Building B (phase 2) Project Summary			
Project Components	Budget Amount	Paid to Date	Remaining
Project Management			
Project Contingency	\$13,904.00		\$13,904.00
Preliminary Services			
Preliminary Services Contingency			
Environmental			
Environmental Contingency			
Design	\$65,000.00		\$65,000.00
Design Contingency	\$20,000.00		\$20,000.00
Construction	\$500,000.00		\$500,000.00
Construction Contingency	\$50,000.00		\$50,000.00
Construction Management			
Construction Management Contingency			
Permits			
Equipment	\$10,000.00		\$10,000.00
Misc.	\$100,000.00	\$2,445.43	\$97,554.57
Project Summary Totals	\$758,904.00	\$2,445.43	\$756,458.57

City Hall Roof ISFB-01 Project Summary			
Project Components	Budget Amount	Paid to Date	Remaining
Project Management			
Project Contingency			
Preliminary Services			
Preliminary Services Contingency			
Environmental			
Environmental Contingency			
Design	\$20,100.00		\$20,100.00
Design Contingency			
Construction	\$292,971.00		\$292,000.00
Construction Contingency			
Construction Management			
Construction Management Contingency			
Permits			
Equipment			
Misc.			
Project Summary Totals	\$313,071.00	\$0.00	\$312,100.00

City Hall Fire Sprinkler System Upgrade ISFB-02 Project Summary			
Project Components	Budget Amount	Paid to Date	Remaining
Project Management			
Project Contingency			
Preliminary Services			
Preliminary Services Contingency			
Environmental			
Environmental Contingency			
Design	\$45,000.00		\$45,000.00
Design Contingency			
Construction	\$358,504.00		\$358,504.00
Construction Contingency			
Construction Management			
Construction Management Contingency			
Permits			
Equipment			
Misc.			
Project Summary Totals	\$403,504.00	\$0.00	\$403,504.00

City Hall Bathrooms ISFB-03 Project Summary			
Project Components	Budget Amount	Paid to Date	Remaining
Project Management			
Project Contingency			
Preliminary Services			
Preliminary Services Contingency			
Environmental			
Environmental Contingency			
Design	\$19,500.00		\$19,500.00
Design Contingency			
Construction	\$80,500.00		\$80,500.00
Construction Contingency			
Construction Management			
Construction Management Contingency			
Permits			
Equipment			
Misc.			
Project Summary Totals	\$100,000.00	\$0.00	\$100,000.00

City Hall HVAC ISFB-04 Project Summary			
Project Components	Budget Amount	Paid to Date	Remaining
Project Management			
Project Contingency			
Preliminary Services			
Preliminary Services Contingency			
Environmental			
Environmental Contingency			
Design	\$28,000.00		\$28,000.00
Design Contingency			
Construction	\$247,812.00		\$247,812.00
Construction Contingency			
Construction Management			
Construction Management Contingency			
Permits			
Equipment			
Misc.			
Project Summary Totals	\$275,812.00	\$0.00	\$275,812.00

Building B Window Replacement ISFB-09 Project Summary			
Project Components	Budget Amount	Paid to Date	Remaining
Project Management			
Project Contingency			
Preliminary Services			
Preliminary Services Contingency			
Environmental			
Environmental Contingency			
Design	\$3,400.00		\$3,400.00
Design Contingency			
Construction	\$22,600.00		\$22,600.00
Construction Contingency			
Construction Management			
Construction Management Contingency			
Permits			
Equipment			
Misc.			
Project Summary Totals	\$26,000.00	\$0.00	\$26,000.00

Recommended Action:

Award a Professional Services Agreement to SGH Architects, for the architectural design for the City Hall renovations in an amount not to exceed \$191,000 and authorize the City Manager to sign change orders up to \$20,000 for total contract amount not to exceed \$211,000.

Attachments:

- A. Professional Services Agreement
- B. SGH Architects Proposal
- C. Proposal with Timeframe

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 3rd day of August, 2021, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and SGH Architects whose address is 707 Brookside Ave, Redlands, CA 92373 (“CONTRACTOR”).

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. CITY desires to engage CONTRACTOR to provide Architectural Design for the City Hall Renovations located at 550 E. 6th Street; and

B. CONTRACTOR has made a proposal (“Proposal”) to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit “A”; and

C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after one (1) year unless extended by the parties with the approval of the City Council of the CITY.

2. Services to be Performed. CONTRACTOR agrees to provide the services (“Services”) as follows: Architectural Design for the City Hall Renovations located at 550 E. 6th Street per Exhibit “A” and any other services which the City may request in writing. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Michael Stephens as CONTRACTOR’S professional responsible for overseeing the Services provided by CONTRACTOR.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not exceed One Hundred Ninety One Thousand Dollars (\$191,000).

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the CITY, in writing.

4.03 CONTRACTOR shall submit to CITY, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The CITY shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. CITY shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to CITY's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, CITY shall pay such invoice within thirty (30) days of its receipt. Should CITY dispute any portion of any invoice, CITY shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONTRACTOR shall keep CITY informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by CITY, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPers retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the CITY and shall be subject to the CITY's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and

agrees to maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit “B”** are copies of Certificates of Insurance and endorsements as required by Section 7.02. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured’s CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR’s employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers’ Compensation coverage for any of CONTRACTOR’s employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers’ compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6.04 Optional Insurance Coverage. Choose and check one: Required X /Not Required ___ ; Errors and omissions insurance in a minimum amount of \$2 million per occurrence to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any Services for CITY.

7. General Conditions pertaining to Insurance Coverage

7.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of “A:VII”). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.

7.06 CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR or arising out of the Services performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8. Indemnification.

8.01 To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, CONTRACTOR shall indemnify, and hold harmless the City, its officers, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of CONTRACTOR, its directors, officials, officers, employees, Consultants arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes CONTRACTOR'S liability as to the negligence or willful misconduct of any of the Indemnified Parties. In no event shall the cost to indemnify, hold harmless, and defend charged to CONTRACTOR exceed CONTRACTOR'S proportionate percentage of fault.

8.02 CONTRACTOR'S duty to indemnify under this Agreement shall apply during the term of this Agreement and shall survive any expiration or termination of this Agreement until any such Claim(s) are barred by the applicable statute of limitations and is in addition to any other rights or remedies that the City may have under the law or under this Agreement.

8.03 At the resolution of a Claim, either by dispute resolution, settlement, litigation, arbitration or otherwise, the City and CONTRACTOR shall base their proportionate percentage of fault for the Claim either upon (1) the determination of a

third-party neutral that adjudicated or settled the claim (e.g., a mediator, an arbitrator, a judge, etc.) or (2) if no determination was made, based on a good faith determination of the City and the CONTRACTOR. At that time, the Parties shall determine the cost to defend that is chargeable to the CONTRACTOR and a payment from one Party to the other Party shall be made within sixty (60) days to satisfy that reconciliation.

9. Additional Services, Changes and Deletions.

9.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of CITY, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the CITY in writing.

9.02 CONTRACTOR shall promptly advise the City Manager and Finance Director of CITY as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the CITY and/or City Council.

10. Termination of Agreement.

10.01 Notwithstanding any other provision of this Agreement, CITY, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days' written notice to CONTRACTOR.

10.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to CITY all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to CITY.

11. Status of CONTRACTOR.

11.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

11.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPers, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.

12.02 Subject to applicable federal and state laws, rules and regulations, CITY shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of CITY.

12.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as CITY may deem necessary, CONTRACTOR shall make available to CITY's agents for examination all of such records and shall permit CITY's agents to audit, examine and reproduce such records.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to

the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with CITY if required by California law and/or the CITY's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the CITY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the CITY may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

13.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this

Agreement not so affected shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

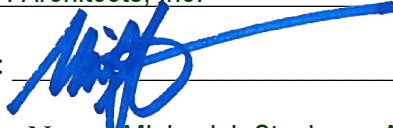
CITY:

CITY OF BEAUMONT

By: _____
Mike Lara, Mayor

CONTRACTOR:

SGH Architects, Inc.

By:  _____

Print Name: Michael J. Stephens, AIA, NCARB

Title: Principal | Partner

EXHIBIT "A"

PROPOSAL

(insert behind this page)

EXHIBIT "B"

CERTIFICATES OF INSURANCE AND ENDORSEMENTS A

(insert behind this page)

- 2.1.1 Meet with key stakeholders to review and validate the conceptual program and spaces prior to initializing work within this phase. Develop a space needs assessment, Building Program and Basis of Design criteria document.
 - 2.1.2 Prepare necessary design documents of the building, inclusive of floor plans, interior elevations, building sections, 3-dimensional views/renderings as required to convey design to the stakeholders and the city.
 - 2.1.3 Prepare and submit SD Phase cost estimate at 30% completion for city review and approval.
 - 2.1.4 Submit SD documents at 30% completion to city for review and approval.
 - 2.1.5 Present SD to Planning Commission and City Council.
 - 2.1.6 Up to two (2) city in-person meetings are included in this phase. Virtual weekly meetings, as required, are included.
- 2.2 Design Development (DD)
With the intention of further refining the Schematic Design to incorporate the building systems, details and design requirements as required by the city, our services during this phase will include the following:
- 2.2.1 Coordinate with architect and consultant team to establish the final design, including a basis of design narrative, for the following systems:
 - 2.2.1.1 Further develop the interior architectural design/planning of the building.
 - 2.2.1.2 Develop the design for electrical systems, including fire alarm and emergency communication systems.
 - 2.2.1.3 Develop the design for mechanical systems.
 - 2.2.1.4 Develop the design for structural support systems.
 - 2.2.2 Upon city approval, review the DD Phase drawings with the various agencies having jurisdiction and make modifications as required.
 - 2.2.3 Develop outline specifications for city and consultant team review, editing and approval.
 - 2.2.4 Update and submit DD Phase documents and cost estimate at 100% completion submittal for city review and approval.
 - 2.2.5 Up to five (5) city meetings are included in this phase. Virtual weekly meetings, as required, are included.
- 2.3 Construction Documents (CD)
With the intention of developing documents for the bidding and construction of the project, our services will include the following:
- 2.3.1 Prepare final architectural and interior design drawings, specifications, and bidding documents. We will coordinate with City Purchasing Department as required to incorporate applicable drawings into contract documents.

- 2.3.2 Coordinate final CD comments from city with drawings, specifications, and bidding documents.
- 2.3.3 Prepare final Specifications for city review and approval.
- 2.3.4 Submit CD documents at 60% and 95% completion to city for review and approval. Submit 100% PS&E as part of final bid package.
- 2.3.5 Update and submit CD Phase cost estimate at 95% submittal for city review and approval.
- 2.3.6 Up to three (3) city meetings are included in this phase. Virtual weekly meetings, as required, are included.
- 2.4 City Plan Review/Approval
With the intention of obtaining jurisdictional agency approvals, our services during this phase will include the following:
 - 2.4.1 Submit and provide technical assistance in obtaining approvals from the City of Beaumont and attend any necessary meetings for subject project with the city.
 - 2.4.2 Respond to city comments and correct documents for city back-check approval.
 - 2.4.3 Update CD Phase Project estimate as the result of revisions caused by the city review.
- 2.5 Bidding Assistance
With the intention of assisting the city in the bidding process, our services will include:
 - 2.5.1 Coordinate with designated plan room for electronic plan distribution.
 - 2.5.2 Review and comment on the city's proposed bidding procedures (Divisions 0) and develop the Division 1 of the Bid Documents.
 - 2.5.3 Assist in the development of bid alternates (if required).
 - 2.5.4 Prepare Addendums and provide responses to RFI's.
 - 2.5.5 Assist city with evaluation of bids.
 - 2.5.6 Attend one (1) pre-bid job walk with prospective bidders.
- 2.6 Construction Administration (CA)
With the intention of administering the construction process, our services during this phase will include the following:
 - 2.6.1 Attend one (1) pre-construction meeting to assist contractor in establishing the methods for administering the construction process with the Project Team, Project Inspector, and city.
 - 2.6.2 Visit the site bimonthly to become generally familiar with the construction progress and quality of the work completed, as well as conformance with the construction documents. Up to ten (10) site visits are included in this proposal. Additional site visits, if needed, will be billed on an hourly basis.

- 2.6.3 Based on Architect's periodic observations, review of the construction schedule, payment schedule and evaluations of the Contractor's application for payment, Architect shall review and comment on the amounts due the Contractor.
- 2.6.4 Review and accept, reject, or take other appropriate action upon Contractor's submittal schedule and submittals of shop drawings, product samples, and samples for the purpose of checking for conformance with the approved construction documents.
- 2.6.5 Prepare and submit Architect's Supplemental Instructions, Bulletins, Change Orders, and other documents necessary to implement minor changes to the work, as approved or authorized by the city.
- 2.6.6 Prepare final punch list for Project and make recommendations for Notice of Completion.
- 2.6.7 Assist with close-out of the Project with the city.
- 2.6.8 Review, prepare and submit Record Drawings based on as-built documents furnished by the contractor.
- 2.6.9 The estimated time of construction for this Project is approximately four (4) months.

3.0 ASSUMPTIONS

- 3.1 Legal Information and Plats, where required for dedication of off-site road right of way or other easement, if needed, will be provided by city.
- 3.2 Site survey, geotechnical reports, low voltage (information technology head-in systems, audio/video systems), art installation/professional services and all construction testing & inspection services as required will be provided by city.
- 3.3 SGH Architects will provide design/coordination for analog and digital signage for the Project, as well as design criteria for the fire suppression design (deferred approval) and design for public address system, fire alarm system and infrastructure design only for the security system.
- 3.4 All assessment and documentation as required under the California Environmental Quality Act (CEQA) and local, state, and federal guidelines will be provided by city.
- 3.5 Division 0 of the specifications will be provided by city. SGH Architects will review and make recommendations for modifications. Division 1 of the Specifications will be provided by SGH Architects. The city will prepare the following:
 - Notice Inviting Bid /Instructions to Bidders
 - Contractor's Proposal /Agreement Form
 - Payment and Performance Bonds
 - Contractor's Certificate Regarding Worker's Compensation
 - General Conditions
 - Geotechnical/Geohazard Reports
- 3.6 The city will be responsible for the bid advertising and opening. SGH Architects will assist the city in the bidding, answer bid questions and be available for the bid opening.
- 3.7 Flow test reports at the nearest fire hydrant will be provided by ity for use in completing the fire flow calculations for fire protection design as required.
- 3.8 The project delivery method is assumed to be traditional design / bid / build.

4.0 EXCLUSIONS

- 4.1 All survey and/or geotechnical services.
- 4.2 Identification of any hazardous material and/or remediation design.
- 4.3 Upgrades to existing service utilities, utility coordination or any emergency power/solar system design.
- 4.4 All bonds, utility charges, public agency fees, city fees and title company fees.
- 4.5 Title 24 acceptance testing services.
- 4.6 Close-Out or Certification of any previous unapproved projects.
- 4.7 On-site and off-site fire hydrant design.
- 4.8 Testing and Inspection.
- 4.9 Detailed quantity surveys/inventories of material or equipment.
- 4.10 Costs for bidding, shipping, mailing, printing, reproductions, and photography of design documents (except as noted in Exhibit “A”, item 1.2).
- 4.11 Value engineering, life cycle cost analysis, construction phasing and interim housing design services.
- 4.12 Data, communication, and emergency head-in systems. Backbone design included.
- 4.13 Seismic upgrade of existing building.
- 4.14 Civil and Landscape design.
- 4.15 Detailed as-built services, laser scanning.

5.0 PROPOSED FEE

- 5.1 SGH Architects proposes to provide services in accordance with the Scope of Services outlined within **Section 2.0** above for a fixed fee of **One Hundred Eighty-One Thousand Dollars (\$181,000)**.
 - 5.1.1 The Fee includes the following:
 - Architectural Building Design.
 - Structural (related to new construction), Mechanical, and Electrical Engineering Design
 - Low voltage systems design includes Fire Alarm, Security, Door Access Control and Public Address
 - Cost Estimates
 - Specifications
 - Construction Administration Services
 - Project Approval/Close-Out Services
 - Reimbursable Costs
- 5.2 Should there be changes to the scope of the project that affect the fee, we will not proceed without a written and signed authorization from city for Additional Services. Our hourly rates are defined in Exhibit “B”.

5.3 Reimbursable expenses are in addition to the base fee or hourly fee and are defined in Exhibit “A” and are expected to be **Ten Thousand Dollars (\$10,000)** and are included in the total proposed fee.

6.0 SCHEDULE

6.1 The preliminary schedule is prepared and submitted separately within this RFQ response.

We look forward to working with you and City of Beaumont Team on this Project. If you should have any questions, please do not hesitate to give me a call.

Sincerely,

SGH Architects



Michael J. Stephens, AIA, NCARB
Principal | Partner

Cc: File

Attach: Exhibit A Reimbursable Expenses
Exhibit B 2021 Hourly Billing Rates
Exhibit C Fee Breakdown by Phase

EXHIBIT “A”

1.0 REIMBURSABLE EXPENSES

- 1.1 Expenses which may be incurred in conjunction with the project and will be paid directly by city are listed below. We will send an electronic copy of pre-design, design, bid and/or construction documents to the Reprographics Company designated by the city for the following:
- Reproduction of plans, specifications, and other related materials for review by city and submittals to public agencies.
 - Reproduction of the bid documents for general bidding purposes.
 - Reproduction of the construction document sets for the implementation of the construction.
- 1.2 Expenses which may be incurred in conjunction with the project and have been included within our fee are as follows:
- Reproduction of plans, specifications, and other materials for internal review by A/E team.
 - Telephone calls, facsimile transmissions.
 - One (1) set of Construction Documents (plans, reports, WQMP, etc.) upon city approval at 100% CD Phase.
- 1.3 Reimbursable Expenses, which are not included within our fee and may include the following:
- Permit filing fees.
 - Unique presentation of printed material specifically requested by city or another public agency.
 - Printing by outside reprographics company authorized by city.
 - Travel expenses outside of Riverside or San Bernardino County.
 - Postage and delivery charges for printed documents and express/overnight mailings.

EXHIBIT “B”

1.0 2021 HOURLY BILLING RATES

For any additional services that may be authorized by the city, our 2021 Billing Rates will apply. These hourly rates are updated on an annual basis.

<u>Architectural Staff</u>	<u>Hourly Rate</u>
▪ Senior Project Manager/Principal	\$245.00
▪ Senior Professional	\$190.00
▪ Professional	\$150.00
▪ Construction Administration Support	\$140.00
▪ Professional Support/Senior Technical	\$130.00
▪ Technical	\$ 95.00
▪ Administrative/Clerical	\$ 80.00

EXHIBIT “C”

1.0 FEE BREAKDOWN BY PHASE

15%	Pre-Design and Schematic Design	\$ 27,150
25%	Design Development	\$ 45,250
30%	Construction Documents	\$ 54,300
5%	Bid Award	\$ 9,050
24%	Construction Administration	\$ 43,440
1%	Project Close-Out	\$ 1,810
	Subtotal	\$ 181,000
	Reimbursable Costs	<u>\$ 10,000</u>
	Total	\$ 191,000



CITY OF BEAUMONT

REQUEST FOR PROPOSAL FOR PROFESSIONAL SERVICES
ARCHITECTURE DESIGN FOR THE CITY HALL RENOVATION



Prepared for

Ms. Kristine Day
Assistant City Manager
550 E. 6th Street
Beaumont, CA 92223

Due Date

June 4, 2021



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A. COVER LETTER



June 4, 2021

Ms. Kristine Day
Assistant City Manager
City of Beaumont
550 East 6th Street
Beaumont, CA 92223

RE: Request for Proposal for Architectural Design for the City Hall Renovations

Dear Ms. Day and Members of the City of Beaumont Selection Committee,

Thank you for the opportunity to submit our qualifications for Architectural Services to the City of Beaumont (City) in response to your Request for Proposal. As a nearby firm located in your sister city of Redlands, we are excited for the possibility to capture the spirit of the City of Beaumont in the design renovations at its City Hall. We are delighted to demonstrate our experience, processes, and knowledge in civic design and project delivery and that Focus | Create | Deliver is more than just our tagline.

SGH Architects formed in early 2018 when fellow seasoned architects Michael Stephens, AIA, NCARB, and Scott Griffith, AIA, joined forces. The vision of the firm’s formation was the common philosophy of its Partners to provide unparalleled client-centric service and exceptional architectural design solutions.

Your RFP identifies a need for an architectural firm with a strong focus on public facility design and an understanding of the City’s need to expand its 10,000+ ft² City Hall office spaces. With 60 years of cumulative Principal experience and extensive involvement in every aspect of public facility development, we provide functional design solutions that can be built to meet your schedule and budget constraints, while incorporating our design expertise. Our approach embraces the City and community in the design process as the conversations, meetings, and input are ultimately reflected in the design results in a truly collaborative effort.

Our approach takes the following into account:

- Our design process integrates cost-effective strategies and alternatives. It incorporates a deep understanding of the needs associated with remodeling existing spaces, designing new spaces, accessibility requirements, office space design and planning, and historical structure review.
- We carefully weigh initial and long-term operating costs to select materials for durability and ease of maintenance.
- Value, sustainability, and energy efficiency are holistically integrated into our design solutions.
- Successful public-works project delivery experience with multiple project types and delivery methods with state and local jurisdictions.

Our Team Brings a Unique City Public Works Perspective

Michael Stephens, AIA, Principal-in-Charge, is a former Director of Construction at Riverside Community College District who assisted in managing over \$200M of that District's Measure C Bond Program. Michael brings an invaluable owner's perspective and insider knowledge to each phase of a project. He is supported by a seasoned team of technical and design professionals with strong Public Works and Design-Build experience. A sample of the Team's recent experience includes: the Lake Arrowhead Community Services District's new Corporate Yard Facility, Valley Sanitary District's new Training, Office and Laboratory Buildings, and various small renovation and improvement projects for the City of Redlands. Additionally, we are currently collaborating with the City of Redlands to transform their new Transit Village downtown area.



A. COVER LETTER (Continued)

A Qualified Team

With the understanding that the City must approve all subconsultants, we have assembled an exceptional team of consultants who, along with SGH Architects, possess the necessary experience to provide an integrated technical design solution to fulfill the City's needs – from feasibility study to design through project representation to project completion. We are committed to hands-on project management by the Principals of the firm. We will be at the interview, we'll be there when your project starts, and we'll be there for you to see it through completion. That is our promise to you. That is why we formed this firm.

We look forward to answering any question you may have about this proposal or our capabilities.

Sincerely,
SGH Architects

Michael J. Stephens, AIA, NCARB
Principal | Partner
mstephens@sgharch.com
(909) 375-3030 ext. 41

Scott Griffith, AIA
Principal | Partner
sgriffith@sgharch.com
(909) 375-3030 ext. 30

B. INTRODUCTION/INFORMATION

Firm Background

SGH Architects is a Redlands, California-based architectural design firm officially established in January of 2018. The firm was created when well-established and respected and local architects Michael Stephens, AIA, NCARB, Scott Griffith, AIA joined forces. With over 60-years of combined experience in civic, workplace, commercial, and education facility design, SGH Architects delivers innovative architectural solutions and unparalleled client-centric service.

City of Beaumont Project Understanding

The City seeks a qualified architectural firm to provide professional design services for its City Hall renovations. The renovations shall include reconfiguring and remodeling the existing 10,000 ft² spaces of the more than 100-year-old building.

We have carefully reviewed Exhibit B - Scope of Service, provided in the RFP. We understand the selected firm will work in close collaboration with the City of Beaumont's Management Project Team to: create a new floorplan to optimize the flow of customer service spaces, increase office space, upgrade HVAC units and fire systems, new roofing and flooring, upgrade public restroom, construct two unisex bathrooms, create a Mother's Room, replacement of windows in Building B, and other improvements.

Our Team's collective design experience allows us to offer comprehensive architectural services to the City of Beaumont.



Principal | Partners
Michael Stephens, AIA, NCARB, and Scott Griffith, AIA

”

Our philosophy is founded on exceptional service and solving functional issues. This is the driving force in every project we develop.”

The Right Team

SGH Architects has 23 dedicated employee team members; 5 licensed Architects, 14 Professional Staff and 4 Support Staff. (An organizational chart is depicted in Section D. Firm Profile.) Our diverse team members are dedicated to developing innovative and collaborative solutions that enhance communities.

Understanding that the City must approve all Sub-consultants, we have assembled the following team of consultants we have successfully worked with on similar projects. Section E will include resumes for the key individuals of the following firms:

- KNA Structural - Structural Engineering
- DCGA - Mechanical, Electrical, Plumbing, Fire
- HL Construction Management - Construction Cost & Budget Management

Firm Philosophy

Our philosophy is founded on exceptional service and solving functional issues. This is the driving force in every project we develop.

Our firm's focus is on the clear definition of roles and responsibilities to ensure an understanding of tasks, deadlines, and deliverables. We believe that maintaining open communication is the key to the success of every project.

Office Location:
707 Brookside Avenue
Redlands, CA 92373
San Bernardino County
P: 909.375.3030
F: 909.375.4040
W: sgharch.com

B. INTRODUCTION/INFORMATION (Continued)

Value Engineering Concepts - Value Design

Our approach to Value Engineering is to be proactive and provide Value Design instead. This requires us to research opportunities that will help increase innovation and improve performance through strategic implementation of cost-effective ideas. We integrate Value Design into the conceptual design, engineering, project development and construction management stages of the project to eliminate unnecessary costs without losing key project components. We will provide suggestions and guidance for a tailored solution, offer choices of finish materials and design features, and provide guidance on choices for technology that best aligns the project needs with the project budget.

Having options facilitates collaboration, conversation and shared & informed decision-making process that results in bringing out the best possible design solution and value.



Ability to Design Within Project Budget

Realistic project cost estimates, even early in the process, are crucial to managing any project budget. SGH Architects' estimating partners have over 20 years' experience in preparing project cost estimates at all design phases of a project. Not relying solely on published cost data, our estimator prepares estimates compiled from databases with real market data and managed with local marketplace resources, delivering the most accurate cost data to each project, with appropriate contingencies for scope and construction changes. With the use of this realistic data, loss of scope and costly re-design is minimized, and risk is greatly reduced.

We also understand the realities of a volatile construction market, and temper project expectations with our experience in these types of bidding markets, which in turn helps us strategize with Cities on developing project phasing plans, bid alternates, differing project approaches or delivery methods to maximize City funds.

Our strategy for cost control is to develop an early cost model with appropriate contingencies and update it at each phase of the project, adjusting the contingencies and noting items that threaten the overall project budget.





C. FIRM'S APPROACH

FOCUS | CREATE | DELIVER

FOCUS

It all starts with the Plan

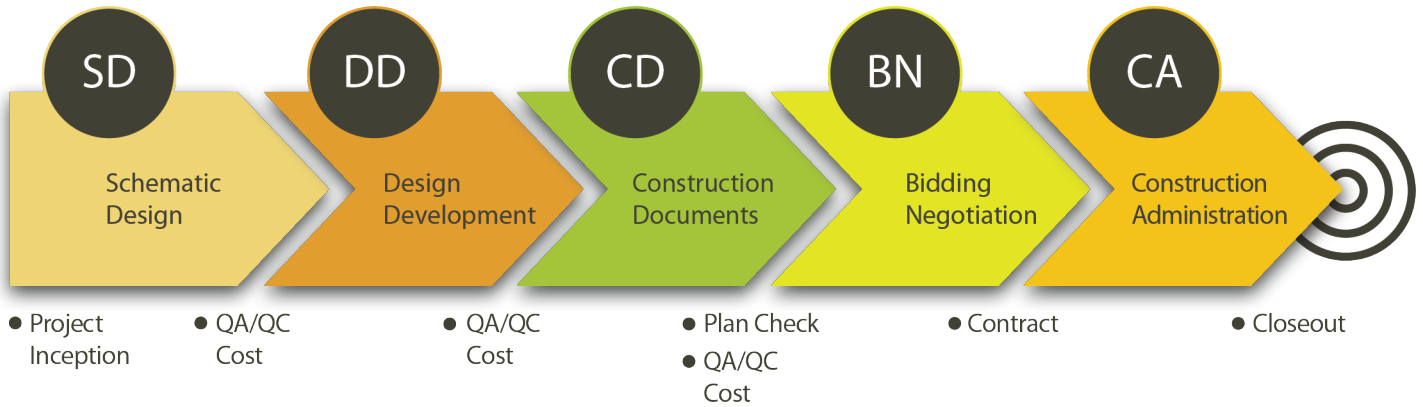
SGH Architects strategically structures a work plan to meet all the objectives and deliverables for each project. Each team member, including the City is tasked with responsibilities to assist the team in meeting deadlines and supplying required information, with appropriate milestones.

Working the Plan

Understanding that each project might be similar in scope, but very different in needs and challenges they present, is a critical factor to how we approach a project. A clear work plan, accurate schedule, complete program and realistic budget all contribute to project delivery process and are critical to managing expectations.

Architectural Services Workflow

Planning | Design | Development | Coordination | Construction | Deliver



We start by Focusing in the Planning Phase

Focus starts by listening to the City, the stakeholders and the community, from the first kick off meeting - as we plan and prepare - to the final approved construction plans and specifications. Focusing is key to our design process and begins with an understanding of project goals, objectives, parameters, schedule and budget through gathering critical data from all stakeholders, record drawings, investigation reports, existing CAD files, and legal documents.

We feel it's not only to plan for the present but also looking to the future. Considering such factors as maintenance, adaptability, sustainability, short and long-term equipment life-cycle costs, and assemble all pertinent data that may influence the expected outcome of the project. This is accomplished through assessment meetings, questionnaires or outreach exercises we administer, which results in influencing strategic planning & conceptual building plans, layouts and recommendations.

The culmination of the Planning Phase is the presentation of the ideas, conceptual plans, alternative layouts and comparisons, conceptual level cost summary and recommendations for a tailored solution.

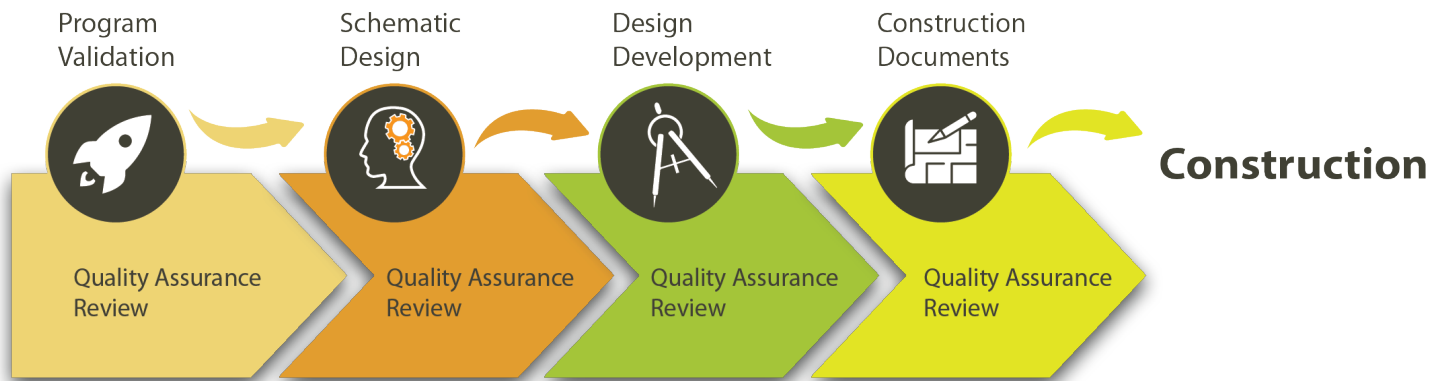
C. FIRM'S APPROACH (Continued)

CREATE

Evolution of the Design Phase

As we move through the design phases (Schematic Design into Design Development), we continually hone the project parameters and align the design response with the design challenge to arrive at the optimal solution. This evolution applies to nearly every department within a City and represents a growing trend in the way people like to work. This mindset is our process when conceptualize workplace environments. We start with the foundation of using the critical planning phase elements to create the plan layouts, coordinate for the most efficient and practical building systems, and simultaneously create three-dimensional images to provide the visualization concepts for review and further refinement in coordination with the project budget.

The culmination of the Design Phase is the development of the design that fixes and defines the project scope.



Finalization and Implementation of the Design

We work closely with the City, consultants, and applicable agencies to prepare and finalize the deliverables (plans and specifications) of the project. We incorporate a vigorous in-house quality assurance program that helps better coordinate the disciplines and information contained within the documents for pricing and construction purposes.

Finally, we work closely with staff to develop bid documents, assist in the administration of the bid through issuance of clarifications, and assist in the bid evaluation prior to the recommendation to your board for award.

Manage the Design through Construction

The work-plan includes effort and task responsibility for Construction Administration. We have the experience necessary to assist the City through the administration of the construction contract by observing the work of the contractor, managing the review of the submittals and Requests for Information (RFI's), reviewing pay applications, among other things to assist you in ensuring the work is performed in compliance with the Contract Documents and that the design intent everyone worked so hard to achieve, is met.

C. FIRM'S APPROACH (Continued)

DELIVER

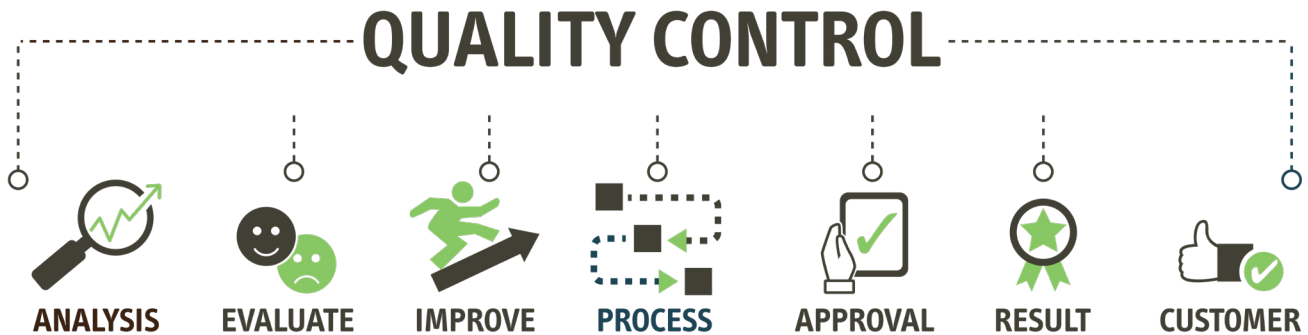
Schedule Goal

Our process is dependent on the development of the Project Work Plan, which incorporates all aspects of schedule milestone dates, scope, meetings, quality assurance checks and deliverables for a project.

Principal-level involvement from conceptual design through closeout helps assure that the project is receiving the attention that it needs and that the project goals are achieved.

Our focus, as a trusted partner with the City, is to maintain transparent and continuous communication - including frequent project update reports - throughout all phases of a project. As the need arises, SGH Architects has the capability to implement proven management techniques to expedite schedule, through pull scheduling techniques with the construction team, and identification of critical processes that can be delivered.

Efficient work planning through the design phases is not enough to help maintain and achieve schedule goals. Project Management strength, particularly during the construction phase, is dependent on succinct communication, successful allocation of expertise and the use of resources to provide the level of service necessary for successful project delivery. We provide bidding assistance, field services, and construction administration processing.



Document Management/Control, Quality Control Review.

Quality Control is an internal, mandatory process the firm implements on every project. This process is also required of each of our team consultants through contractual agreements.

During the project development, mandatory and frequent coordination review meetings are held with the entire project team. These meetings are designed to identify issues early on and take corrective action to assure the plans and related documents are coordinated and have addressed all the required programmatic needs.



C. FIRM'S APPROACH (Continued)

Sustainable Design.

At SGH Architects, we strive to implement sustainable strategies in our projects. Our approach is one that takes all aspects of client "Conditions of Satisfaction" into account. Do you want to be "Green" for green sake or when it makes sense from a budget and ongoing maintenance perspective? These are opportunities we can explore during the visioning process and make informed decisions on what makes sense and what may not fit the program or budget.

Below are some achievable strategies that do not add much to the overall cost of the project, but go a long way to promote your commitment to being responsible community partners.

1. Passive Sustainable Design.

Passive strategies, such as considering sun orientation and climate when siting, and being thoughtful about window placement and operation, are used to best manage daylighting and natural ventilation, far in reducing energy requirements for the building. In certain climates, thermal mass techniques can be used to harness solar energy. In such cases, thick walls absorb heat from the sun during the day and release it into the building at night.

2. Active Sustainable Design.

We consult with mechanical and electrical engineers to implement high-efficiency electrical, plumbing, HVAC, and other systems, which are designed to have small environmental footprints.

3. Renewable Energy Systems.

Renewable energy systems, including those that harness solar and wind energy, are also great options for some buildings. These systems are often used in conjunction with passive design strategies.

4. Green Building Materials and Finishes.

When specifying steel, lumber, concrete, and finishing materials, such as carpet and furnishings, from companies that use environmentally responsible manufacturing techniques or recycled materials, we up the ante on sustainability.

5. Native Landscaping.

Landscaping choices can make a big impact in water consumption. By using trees, plants, and grasses that are native to the area, we greatly reduce irrigation needs. Landscaping can also be used as part of a passive energy strategy. By planting trees that shade the roof and windows during the hottest time of the day, solar heat gain inside the building can be reduced.

6. Stormwater Management.

When rain falls on an untouched site, the water that doesn't evaporate absorbs back into the ground, replenishing the natural water table. However, when a building is placed on the site, along with parking lots, sidewalks, access roads, and other hardscaping, rainfall behaves differently. The water runs off these surfaces and into storm drains. By implementing stormwater management strategies, such as pervious pavement that helps to reduce runoff, and retention ponds that capture runoff, and slowly release water back into the ground, the negative environmental impact of buildings can be reduced.

Achievable Sustainability

Designing a sustainable project should not be a daunting prospect. SGH Architects is an experienced architectural firm will listen carefully to your needs and concerns and will offer the sustainable architecture strategies that best meet your goals and budget.



Sustainable Sites



Water Efficiency



Indoor Environmental Quality



Materials & Resources



Awareness & Education



Innovation & Design



Energy & Atmosphere

D. FIRM PROFILE

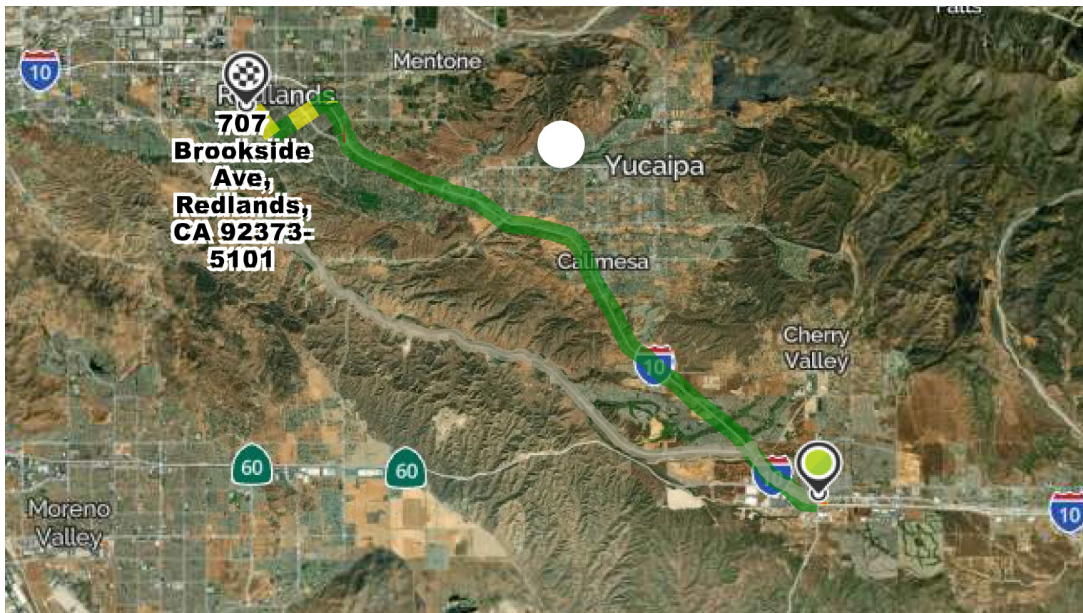
Profile

SGH Architects is a Redlands, California-based architectural design firm officially established in January of 2018. The firm is a registered California S. Corporation specializing in professional services for civic, workplace, commercial, and educational design.

Office Location:

707 Brookside Avenue
Redlands, CA 92399
(909) 375-3030

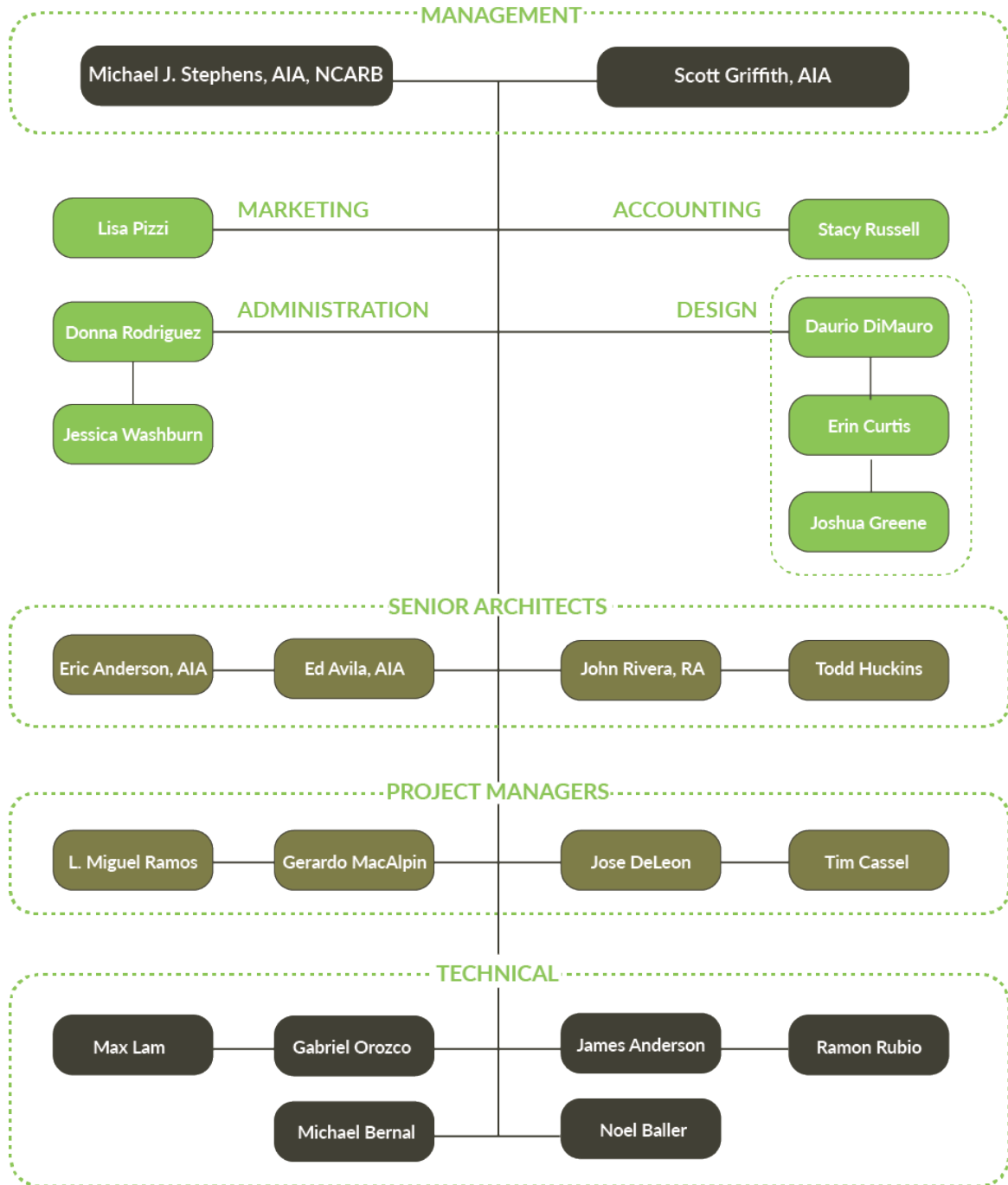
Principal | Partners Michael Stephens, AIA, NCARB and Scott Griffith, AIA share a mutual vision of exceptional service, integrity, accountability, and a passion for design. This leadership Team brings wide-ranging experience to the firm from the owner, contractor, and consultant perspective and an extensive portfolio of design expertise. Our collective design experience spans more than 60 years and allows us to offer comprehensive architectural services to the City of Beaumont.



SGH Architects' office is located at 707 Brookside Avenue in Redlands, California. The distance to Beaumont City Hall is 16.6 miles.

D. FIRM PROFILE (Continued) Organizational Chart

SGH Architects has a staff of twenty-three full-time employees. Michael Stephens, AIA, NCARB will serve as Principal-in-Charge. Scott Griffith, AIA will serve as Project Director, Gerardo Mac Alpin will serve as Project Manager, Dario DiMauro will serve as Project Designer, and Erin Curtis will manage the Interior Design. Additional staffing requirements will be assigned as needed.



E. RESUMES OF CONSULTANT TEAM



9931 Muirlands Boulevard
Irvine, CA 92618
P: 949.462.3200
E: KWestervelt@knastructural.com
W: <https://knastructural.com/>

Established in 1996, KNA is an award-winning, full-service structural engineering firm, that delivers innovative solutions to the educational, civic, healthcare and commercial industries.



Kevin Westervelt, PE, SE
Principal

Role
Structural Engineering
Education
California Polytechnic State University, San Luis Obispo, CA
B.S. Architectural Engineering, 2004
Licensed Structural Engineer:
California No. 5681, Oregon No. 89054,
Washington No. 51390
Licensed Civil Engineer: California No. 72262,
Washington No. 51390

Kevin Westervelt is a Principal of KNA Structural Engineers and has over 16 years of structural engineering experience in both the design and construction oversight of California Civic & Education building projects.

His expertise includes the Design and Construction Administration for buildings of all types with special emphasis on government facilities such as fire stations and other similar structures.

Mr. Westervelt is an experienced Project Manager, and is knowledgeable in all areas of structural analysis, design, and detailing with particular knowledge in public facilities.

Selected Relevant Project Experience

Riverside County Fire Department

- Lake Matthews Fire Station No. 4
- Rancho California Fire Station No. 73

Western Municipal Water District

- Operations Center - El Sobrante Road
City of Carson
- Carson Park Community Center

Coachella Valley Unified School District

- District Community Education Complex

Desert Sands Unified School District

- La Quinta High School Expansion

Upland Unified School District

- Upland High School Gymnasium

San Jacinto Unified School District

- Megan Cope Elementary School

Poway Unified School District

- Black Mountain Middle School

County of San Diego and Lemon Grove Unified School District

- Lemon Grove Academy Library

Palm Springs Unified School District

- Agua Caliente Elementary School

E. RESUMES OF CONSULTANT TEAM (Continued)

DCGA ENGINEERS

4750 East Ontario Mills Parkway
Ontario, CA 91764
P: 909.987.0017
E: kris.gossain@dcgaengineers.com
W: <https://www.dcgaengineers.com>

DCGA Engineers is comprised of a team of highly skilled engineers and designers with a total combined experience of over 250 years. Our specializations include HVAC, Plumbing, Piping, Fire Suppression, Power, Telecommunications, Lighting, Data, Fire Alarm, Standby Emergency Power Systems, Feasibility Studies and Building Energy Analysis. We also utilize our expertise in construction administration to ensure projects are constructed successfully with minimal contract or schedule changes.

Firm Civic Experience Includes:

Cucamonga Valley Water District

- Frontier Project

City of Fontana

- Fontana Senior Center

County of Riverside

- Desert Hot Springs Family Care Center
- Woodcrest Library

San Bernardino County

- Juvenile Courthouse

City of Riverside

- Lincoln Police Department Shooting Range

City of Ontario

- Ontario Council Chambers Remodel
- Ontario Library Remodel
- Ontario Public Works Remodel

Town of Apple Valley

- Apple Valley Town Hall
- Apple Valley Police

Kris Gossain, P.E. Senior Mechanical Engineer

Role

Mechanical, Plumbing, Fire Protection Engineering

Education

Bachelor of Science, Mechanical Engineering

Bachelor of Arts, Economics from India

Certificates in Construction Management and Business Management from University of Riverside Extension, Riverside

Licensed Mechanical Engineer in the State of California since 1985.

License No. #M 23689

Mr. Gossain has over 30 years of experience in designing HVAC, Plumbing, Fire Protection systems for commercial, industrial, hospital, and educational institutions. He also has 10 years' experience in Construction Management and Commissioning experience for hospitals, pharmaceutical buildings, nursing homes, universities, office buildings, industrial buildings and semiconductor industries. He has also worked as a Forensics Engineer for Mechanical and Plumbing Systems and performed forensics analysis of construction defects for various legal cases.

Selected Relevant Project Experience

County of San Bernardino

- New Facility, San Bernardino County Courthouse
- New Two Story Addition, Fontana Courthouse
- Rialto 911 Call Center and Dispatch
- New Data Center Addition

City of Rancho Cucamonga, CA

- Renovation and Remodel of Rancho Cucamonga Fire Station and Training Facility

San Manual Band of Mission Indians

- New San Manual Fire Station

County of Riverside

- Palm Desert 911 Dispatch
- Blythe Sherriff Station, Generator Replacement



E. RESUMES OF CONSULTANT TEAM (Continued)



DCGA ENGINEERS

4750 East Ontario Mills Parkway
Ontario, CA 91764
P: 909.987.0017
E: keith.williams@dcgaengineers.com
W: <https://www.dcgaengineers.com>

DCGA Engineers is comprised of a team of highly skilled engineers and designers with a total combined experience of over 250 years. Our specializations include HVAC, Plumbing, Piping, Fire Suppression, Power, Telecommunications, Lighting, Data, Fire Alarm, Standby Emergency Power Systems, Feasibility Studies and Building Energy Analysis. We also utilize our expertise in construction administration to ensure projects are constructed successfully with minimal contract or schedule changes.

Firm Civic Experience Includes:

Cucamonga Valley Water District

- Frontier Project

City of Fontana

- Fontana Senior Center

County of Riverside

- Desert Hot Springs Family Care Center
- Woodcrest Library

San Bernardino County

- Juvenile Courthouse

City of Riverside

- Lincoln Police Department Shooting Range

City of Ontario

- Ontario Council Chambers Remodel
- Ontario Library Remodel
- Ontario Public Works Remodel

Town of Apple Valley

- Apple Valley Town Hall
- Apple Valley Police

Keith A. Williams
Principal

Role

Electrical Engineering

Education

San Bernardino Valley College

Crafton Hills College

N.E.C. Grounding & Bonding

Professional Associations

Illumination Engineers Society (IES)

National Fire Protection Association (NFPA)

California State Fire Marshal Code Development Committee for Senate Bill 575

Mr. Williams has over 30 years' experience in the design, supervision and construction administration of electrical systems for educational, institutional, and commercial/civic projects, 17 years of the experience has been with DCGA Engineers. His involvement begins with initial scope and system definition and continues through design, construction observation and start-up.

Mr. Williams is experienced in the design, specification and administration of lighting, power, telecommunications, fire alarm, security, multi-media, data networking, controls and Title 24 energy compliance documentation.

Selected Relevant Project Experience

County of San Bernardino

- New Facility, San Bernardino County Courthouse
- New Two Story Addition, Fontana Courthouse
- Rialto 911 Call Center and Dispatch
- New Data Center Addition

City of Rancho Cucamonga, CA

- Renovation and Remodel of Rancho Cucamonga Fire Station and Training Facility

San Manual Band of Mission Indians

- New San Manual Fire Station

County of Riverside

- Palm Desert 911 Dispatch
- Blythe Sherriff Station, Generator Replacement

Arrowhead Regional Medical Center

- 800MHz Tower Project, Elephant Mountain

E. RESUMES OF CONSULTANT TEAM (Continued)



678 North Lemon Hill Trail
Orange, CA 92869
P: 949.280.8205
E: JHelekar@
HLConstructionManagement.com

HL Construction Management is a premier estimating firm, providing preconstruction services for both the private and public sectors.

Our Mission is to help our clients maximize their success by providing expertise in cost management, scheduling, change order negotiation, life cycle analysis and sustainable design.

We do our due diligence for every client to offer a customized experience designed to achieve their goals. We have successfully fulfilled this mission since our company was founded in 2010.



Jay Heleker, LEED AP BD+C
Principal

Role
Construction Cost Estimating and Budgeting
Education
California State University, Long Beach

Jay brings more than 20 years of cost estimating consultancy experience with many essential services facilities, including Fire Stations, both new construction and renovation projects. He understands the core elements of design, innovation, collaboration, value engineering, and sustainability that, when successfully combined, achieve a best-value for the client. He sets a vision for the budget scope of each project, serving as a roadmap for the design Team.

As Principal of HLCM, Jay oversees a premier estimating Team that has the fundamentals to drive successful project delivery – experience, Teamwork, and communication. Jay has extensive expertise and brings valuable experience related to project costs and potential budget impact of proposed improvements.
Professional Qualifications/Affiliations/Awards

Selected Relevant Project Experience

City of Buena Park

- Fire Station No. 61, New Facility

Cathedral City

- Fire Station No. 411

City of Manhattan Beach

- Fire Station No. 2

Town of Yucca Valley

- Aquatics & Recreation Center

Victor Valley Community College District

- Victor Valley College Stadium & Education Center

City of Lake Forest

- Sports Park

City of West Hollywood

- Plummer Park Courtyard

City of Mountain View

- Rengstorff Park, Parts 1 & 2

City of San Bernardino

- Facilities Condition and Needs Assessment

City of Santa Monica

- Scheduling Services

City of Tustin

- Emergency Homeless Shelter

F. RESUMES OF KEY PERSONNEL



Michael J. Stephens, AIA, NCARB
Principal | Partner

Role

Principal in Charge

Education

California State Polytechnic University, Pomona

Bachelors of Architecture Construction Engineering Technology,
Undergraduate Studies

License Number

California Licensed Architect C-26450

Michael is a veteran leader with an impressive background of projects for public clients, with over 28 years of professional and practical experience in architecture and the design and construction of public and civic facilities. His most recent involvement with the design and construction of the Packing House District project within the City of Redlands gives him unique community insight and public space understanding. His diverse experience includes projects for various organizations throughout southern California, including projects within the County of San Bernardino and Cities of Colton, Riverside, and Rialto. He has in-depth experience in construction and contract administration, as well as project development and construction management. His rare combination of technical proficiency combined with strong leadership and management skills will enable the SGH Architects team to achieve all project goals on-time and on budget.

Selected Relevant Project Experience

Valley Sanitary District

- Training and Office, Lab
Indio, CA

Esri

- Building NA, Customer Service and Tech Support
Buildings, Redlands, CA.*
- Building L Renovation, Redlands, CA.
- Building N. Redlands, CA

Property One LLC., Redlands, CA

- Packing House District - Themed Retail Center*

Packing House District Phase II, Redlands, CA.

- Starbucks Coffee Shop
- J. Riley Distillery
- Downtown Parking Structure
- 3rd Street North Retail Building
- 3rd Street South Retail Building

Lake Arrowhead Community Services District

- Corporate Yard

West Valley Water District*

- Oliver P. Roemer Water Filtration Facility, Rialto, CA

County of San Bernardino*

- West Valley Detention Facility, Courtroom Remodel,
Rancho Cucamonga, CA

City of Redlands

- Joslyn Senior Center Renovations
- Council Chambers Door Access Renovations

City of Corona*

- Corona City Hall, Corona, CA



*Project performed while with other firms

F. RESUMES OF KEY PERSONNEL (Continued)



Scott Griffith, AIA
Principal | Partner

Role

Project Director

Education

Arizona State University | Architecture Studies

Phoenix Institute of Technology | Technical Degree in Architecture

License Number

California Licensed Architect C-24897

Over Scott's 30 + year career he has been involved at many levels on Civic and Public Works projects. His project portfolio includes master-planning, new construction, expansion, modernization, and renovation projects representing more than \$100M in construction value for Cities throughout California. Civic Centers, Police and Fire stations, Corporation Yards, EOC's and City Hall renovations are just some of the projects Scott has experience with. Close attention to detail and client service have contributed to Scott's successful projects, and his strong work ethic is apparent in all he does, whether it's managing a project or interacting with clients.

Selected Relevant Project Experience

City of Redlands

- Municipal Utilities Department Office Remodel
- Development Services Department Office Rehabilitation
- Redlands Community Center Additions and Alterations
- Joslyn Senior Center Renovations
- Council Chambers Door Access Renovations

Valley Sanitary District

- Training and Office, Lab
Indio, CA

City of Fresno

- New Central District Police Substation*
- New Southeast District Police Substation*
- Master planning for the City of Fresno Corporate Yard and EOC*

Veterans Affairs

- Veterans Affairs Mental Health Facility, V.A. Medical Center, Fresno CA.*

Barstow Unified School District

- New Central Kitchen*

City of Riverside

- New Corporate Yard and E.O.C.*

Lake Arrowhead Community Services District

- Corporate Yard



*Project performed while with other firms

F. RESUMES OF KEY PERSONNEL (Continued)



Gerardo MacAlpin
Project Manager

Role

Senior Project Manager

Education

Bachelor of Architecture, New School of Architecture, San Diego

Universidad Autonoma de Baja California, School of Architecture

Gerardo utilizes building innovation, construction efficiencies and effective communication in the execution of his projects. Gerardo has coordinated, planned, designed and constructed numerous civic and education projects throughout California. With over 30 years of experience in both California and Mexico, he has a diverse portfolio of facility types that includes instruction buildings, within varying site and architectural contexts, with a constant that each building must satisfy the needs of the client, the community, and budget.

Selected Relevant Project Experience

City of Westmorland*

- Fire Station Program and Schematic Design
- Police Station Feasibility Study and Restoration Plan

City of Los Angeles*

- Parks and Recreation Echo Park Skate Park No. 7
- Los Angeles Convention Center Expansion Design Competition

Walnut Valley Unified School District

- Diamond Bar High School, Modernization 400 Building, New Classroom/Library
- Walnut Elementary School, New Multi-purpose and Classroom

Moreno Valley Unified School District*

- Canyon Springs High School Modernization
- Canyon Springs High School New Classroom
- San Ysidro School District
- Vista Del Mar Elementary School
- Vista Del Mar Middle School

Lake Arrowhead Community Services District

- Corporate Yard

City of Redlands

- Joslyn Senior Center Renovations



*Project performed while with other firms

F. RESUMES OF KEY PERSONNEL (Continued)



Dario DiMauro
Project Designer, Associate

Role
Project Designer
Education
Universidad Nacional de Rosario - UNR | Bachelor's of Architecture

Dario comes from a long line of architects, born and raised in Argentina, art, especially architecture has been a big part of his life. His experience ranges from working for his family architectural business to coming to the United States and being a Team member for some of the largest firms in Southern California, totaling 20 years of successful architecture project experience. Dario's years of experience gives him the knowledge and understanding of the rules, codes, frame of mind, how you engage, and the skill set needed to design in the civic sector.

Selected Relevant Project Experience

Lake Arrowhead Community Services District

- Engineering Design Services for Field Operations

Barstow Community College

- Maintenance and Operations Building

Valley Sanitary District

- Customer Service and Tech Support Building, Redlands, CA

Property One LLC., Redlands, CA

- Packing House District Phase II
- Starbucks Coffee Shop
- J. Riley Distillery
- 3rd Street Downtown Parking Structure
- 3rd Street North Retail Building
- 3rd Street South Retail Building

Lake Arrowhead Community Services District

- Corporate Yard



*Project performed while with other firms

F. RESUMES OF KEY PERSONNEL (Continued)



Erin Curtis, CID, NCIDQ
Interior Designer

Role

Interior Design

Education

Seattle Pacific University

Bachelor of Arts in Interior Design

Certification

Certified Interior Designer, National Council for Interior Design Qualifications

With more than 11 years of experience in the architecture and design field, Erin brings a unique and comprehensive approach to every project. As a Certified Interior Designer, she has an instinct for creative solutions to design problems that link form and function, making spaces beautiful while addressing the human needs required of the built environment. Erin has a broad range of experience in all stages of the architectural design process, from project programming and conceptual design through construction administration. Uniquely, outside of architectural projects, her experience includes traveling throughout Europe where she worked on community development projects using art. This has helped to develop her unique community-centric design philosophy, especially in civic architectural design. Her attention to detail and problem-solving skills have aided her success in a diverse range of project types including the civic design field. These include several projects within the cities of Redlands and Riverside, as well as various public facilities throughout Southern California.

Selected Relevant Project Experience

Valley Sanitary District

- Training and Office, Lab
Indio, CA

City of Redlands

- Municipal Utilities Department Office Remodel
- Development Services Department Office Rehabilitation
- Redlands Community Center Additions and Alternations
- Redlands Community Center Interior Renovations

Lake Arrowhead Community Services District

- Corporate Yard

City of Riverside*

- Various Fire Station Remodel Projects
- Corporate Yard Office Remodel
- Welding Shop Remodel
- Transformer Shop Remodel
- Arlanza Neighborhood Center
- Orange Library Remodel
- Magnolia Police Station Remodel
- Riverside Airport Remodel

Canyon Crest Towne Center*

- Ralph's Facade Improvements
- Emergency Store Front Repairs
- Arlington Property Expansion



*Project completed while with other firms

G. REFERENCES

Name of Client: Esri

Name and Title of Client's Primary Contact:

David Atchley, Facilities Manager

Contact Information for Primary Contact:

380 New York Street, Fontana, CA 92373

P: 909.793.2853 ext. 1611 **E:** datchley@esri.com

Services Provided: New Campus Building, and Building Renovations

Current Status of Projects: Ongoing, in Construction



Name of Client: City of Redlands

Name and Title of Client's Primary Contact:

Tabitha Kevari

Contact Information for Primary Contact:

35 Cajon Street, Redlands, CA 92373

P: 909.335.4755 **E:** tkevari@cityofredlands.org

Services Provided: Various Remodels / Additions

Current Status of Projects: Ongoing, in Construction



Name of Client: City of Riverside

Name and Title of Client's Primary Contact:

Chris Sauve, Building Services Project Manager

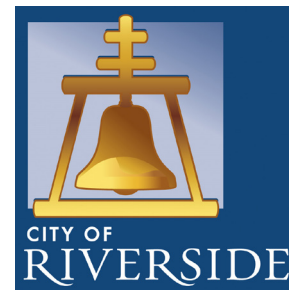
Contact Information for Primary Contact:

8095 Lincoln Avenue, Riverside, CA 92504

P: 951.351.6137 **E:** CSauve@riversideca.gov

Services Provided: Various Remodels / Additions, Site Improvements

Current Status of Projects: Ongoing, in Construction



Name of Client: City of Banning

Name and Title of Client's Primary Contact:

Arturo Vela, Senior Civil Engineer

Contact Information for Primary Contact:

99 East Ramsey Street, Banning, CA 92220

P: 951.922.3130 **E:** avela@ci.banning.ca.us

Services Provided: New Corporate Yard Warehouse

Current Status of Projects: Completed 2017



Name of Client: Valley Sanitary District

Name and Title of Client's Primary Contact:

Ronald Buchwald, P.E.

Engineering Services Manager

Contact Information for Primary Contact:

45-500 Van Buren Street, Indio, CA 92201

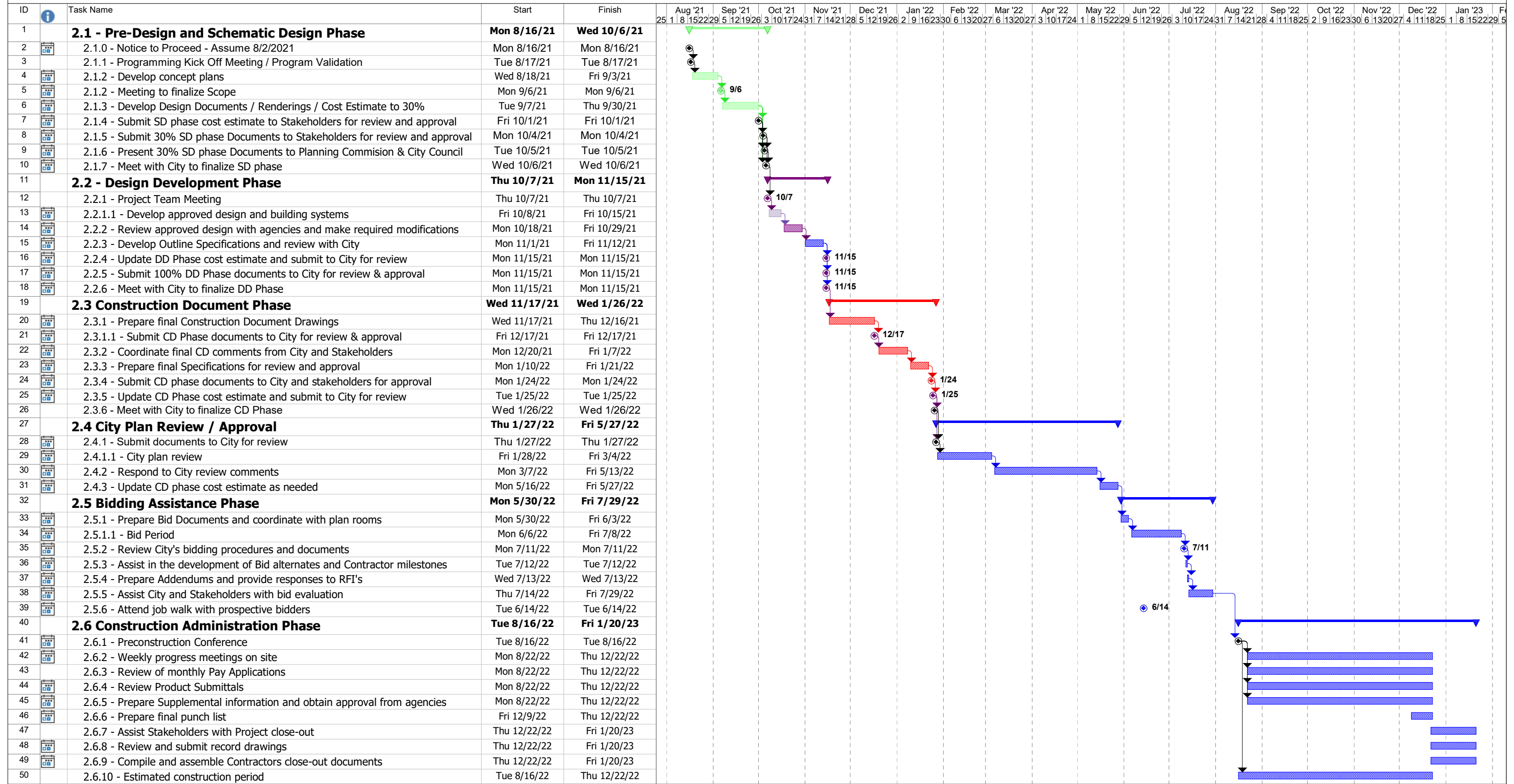
P: 760.238.5408 **E:** rbuchwald@valley-sanitary.org

Services Provided: Training and Office, Lab

Current Status of Projects: Ongoing



City of Beaumont City Hall Renovation Project Workplan / Schedule July 19, 2021



SGH Architects
Project: City Hall Renovations
Mon 7/19/21

Task		Inactive Task		Inactive Summary		Manual Task		Manual Summary		Manual Summary Rollup		Finish-only	
Milestone		Inactive Milestone		Duration-only		Start-only							



I. COST

Item 12.

Sealed in a separate envelope per RFP requirements.

J. ADDITIONAL INFORMATION

Relevant Project Experience

Valley Sanitary District

- Owner's Representative and Architectural Services for New Office, Training Facility, and Laboratory

Lake Arrowhead Community Services District

- New Corporate Yard, Architectural and Engineering Design Services for Field Operations Headquarters

Property One, LLC, Redlands, CA

- Packing House District - Themed Retail Center
- 3rd Street Parking Structure
- J. Riley Distillery
- Starbucks Coffee Shop
- 3-Story Office Building

City of Redlands

- Municipal Utilities Department Office Remodel
- Development Services Department Office Rehabilitation
- Redlands Community Center Additions and Alterations
- Joslyn Senior Center Kitchen Renovations
- Council Chambers Door Access Renovations

County of San Bernardino*

- West Valley Detention Center - Courtroom Remodel

City of Corona, CA*

- Corona City Hall - New Construction

City of Fresno, CA*

- New Central District Police Substation
- New Southeast District Police Substation
- Master Planning for the City of Fresno Corporate Yard and EOC

City of Riverside*

- Various Fire Station Remodel Projects
- Corporate Yard Office Remodel
- Welding Shop Remodel
- Transformer Shop Remodel
- Arlanza Neighborhood Center
- Orange Library Remodel
- Magnolia Police Station Remodel
- Riverside Airport Remodel

West Valley Water District*

- Oliver P. Roemer Water Filtration Facility



*Project completed while with other firms

J. ADDITIONAL INFORMATION (Continued)

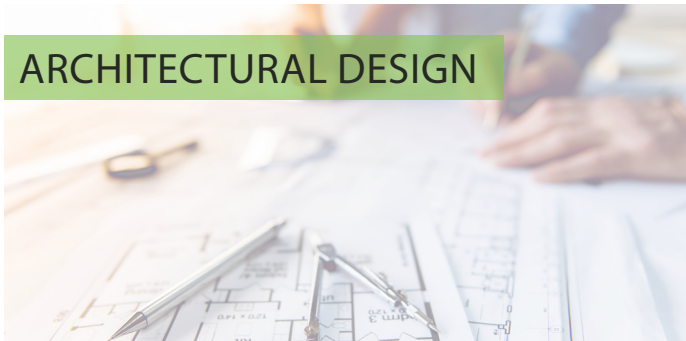
Firm's Services

Our practice was founded on the keen understanding of the importance of integrated and interdisciplinary design, utilizing a qualified team of professionals to address building design and planning needs. We are a team of licensed architects, project managers, designers, and skilled professionals who work together to create forward-thinking designs and experiences.

We offer various in-house services to provide a more cohesive vision and ensure an integrated solution.

- Building and Site Accessibility Studies (ADA)
- Building Information Modeling (BIM)
- Code Compliance Review
- Furnishings and Equipment Coordination
- Programming, Program Confirmation, and Integrated Space Planning Needs Assessment, Feasibility Studies
- Project Phasing Studies
- Project Administration and Management
- Building and Site Assessment

ARCHITECTURAL DESIGN



Architecture is the opportunity to creatively invoke emotion through design solutions, practical material use & detailing, and sustainably enhance the built environment to better serve the goals and aspirations of its users and those who will experience it.

MASTER PLANNING



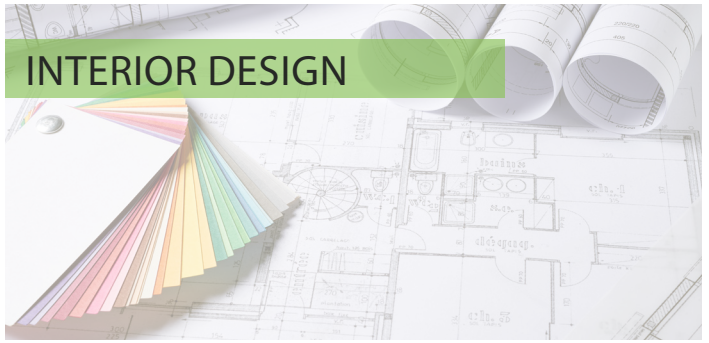
An effective master plan is an evolution of shared institutional knowledge, from stakeholder engagement, analysis of relevant land use data, test-fit of economic realities, and the opportunities that culminate from educational master plan objectives, our solutions are adaptable and responsible.

PROGRAMMING



Through stakeholder interaction and an understanding of the needs and goals, our collaboration puts the pieces together that strategically identify and solve the project's needs and spaces. Our efforts performed early in the design process ensures that design solutions are objectively based on the "right" and relevant data, which improves efficiencies and becomes a driving principle throughout project development.

INTERIOR DESIGN

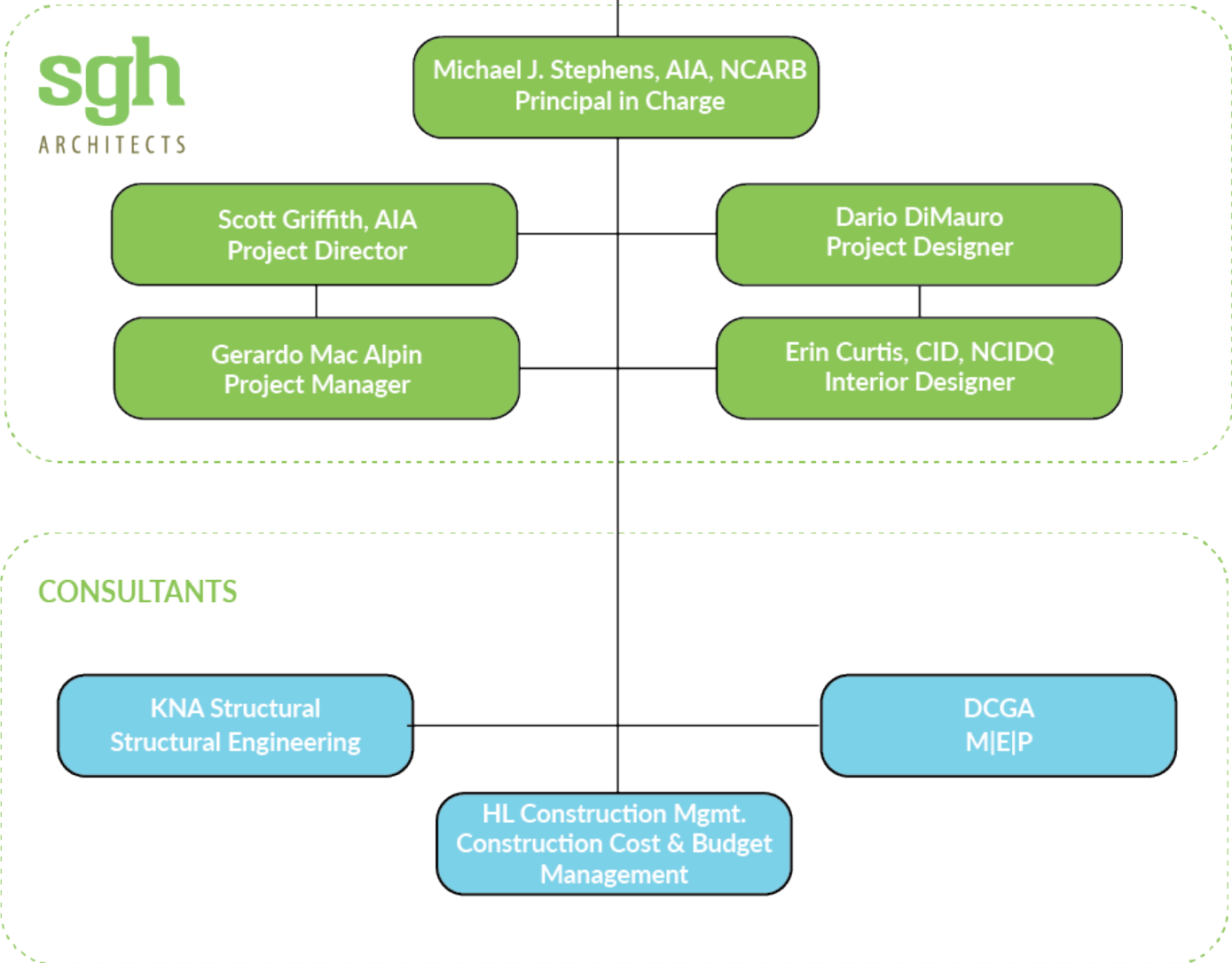


Our interior design practice seeks to create bold, intelligent, practical, and functional spaces. We seek to integrate a collaborative, immersive and holistic approach to add value to our design process and final user experience.



J. ADDITIONAL INFORMATION (Continued)

Project Team



K. INSURANCE REQUIREMENTS



CERTIFICATE OF LIABILITY INSURANCE

MCGRAWM

DATE (MM/DD/YYYY)
10/13/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768 IOA Insurance Services 4370 La Jolla Village Drive Suite 600 San Diego, CA 92122	CONTACT NAME: Erica Wilson
	PHONE (A/C, No, Ext): (858) 754-0063 50233 FAX (A/C, No): (619) 574-6288 E-MAIL ADDRESS: Erica.Wilson@ioausa.com
INSURED SGH Architects Inc. 707 Brookside Avenue Redlands, CA 92373	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : RLI Insurance Company 13056
	INSURER B : Hudson Insurance Company 25054
	INSURER C :
	INSURER D :
	INSURER E :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. <input checked="" type="checkbox"/> Sev. of Interests GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PSB0005744	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Deductible \$ 0
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY Comp.: \$500 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY Coll.: \$500			PSA0002907	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			PSE0002526	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 2,000,000
							AGGREGATE \$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below			PSW0003308	10/1/2020	10/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab.			PRB0619110827	10/15/2020	10/15/2021	Per Claim \$ 2,000,000
B	Ded.: \$5K Per Claim			PRB0619110827	10/15/2020	10/15/2021	Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: All Operations
Proof of Insurance

30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

CERTIFICATE HOLDER

For Reference Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
T. Kelly Howell



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Staff Report

TO: City Council

FROM: Elizabeth Gibbs, Community Services Director

DATE: August 3, 2021

SUBJECT: **Award a Public Works Agreement to Zoran Construction Group, Inc., for the Demolition and Reinstallation of Bus Shelters and Concrete at the Beaumont Walmart Transit Center (CIP Project T-03) in an Amount Not to Exceed \$72,500 and Authorize the City Manager to Sign Change Orders Up to \$7,250**

Background and Analysis:

In 2019, City Council approved an application to secure funding through the Low Carbon Transportation Operations Program (LCTOP) for the improvement of the Walmart bus stop as well as two other stops in the downtown area.

On May 18, 2021, Council approved a purchase order in the amount of \$55,825.28 for the purchase of bus shelters and other passenger amenities through Tolar Manufacturing, Inc. The production of the bus shelters is a 12-week lead time, and the order has been placed and expected to be delivered the first week of September 2021.

On June 3, 2021, City staff published a request for bid (RFB) on PublicPurchase.com for the 'Walmart Transit Center Rehabilitation Project' in accordance with the Beaumont Municipal Code Chapter 03.01.070, Informal Bidding Procedures for Public Projects.

This RFB was posted for the purpose of obtaining bids from contractors for the demolition and reinstallation of concrete and facilities at the location. There were 43 businesses that accessed the posting on PublicPurchase. Of those 43, 24 businesses downloaded the RFB. The City of Beaumont received 1 sealed response to the bid from Zoran Construction Group, Inc.

City staff reached out to several contractors that had accessed the bid on PublicPurchase.com to ascertain why they did not respond. The common response was that the contractors were too busy to submit a bid.

Zoran Construction Group, Inc., submitted a bid in the amount of \$72,500 for the demolition and reinstallation of the bus shelters and concrete at the Beaumont Walmart Transit Center. A 10% contingency has been added to the total project amount due to unknown irrigation that may be encountered during work on the project.

Fiscal Impact:

The Walmart Transit Center Project is fully funded from grant monies awarded by LCTOP, State of Good Repair grant, as well as State Transit Assistance (STA) projects administered by Riverside County Transportation Commission. City staff estimates the cost to prepare this report was \$2,380.

Walmart Bus Stop T-03 Project Summary			
Project Components	Budget Amount	Paid to Date	Remaining
Project Management			
Project Contingency			
Preliminary Services			
Preliminary Services Contingency			
Environmental			
Environmental Contingency			
Design	\$2,499.00	\$2,499.00	\$0.00
Design Contingency			
Construction	\$72,500.00		\$72,500.00
Construction Contingency	\$7,250.00		\$7,250.00
Construction Management			
Construction Management Contingency			
Permits			
Equipment	\$55,534.35	\$55,534.35	\$0.00
Misc.			
Project Summary Totals	\$137,783.35	\$58,033.35	\$79,750.00

Recommended Action:

Approve a Public Works Agreement with Zoran Construction Group, Inc., in the amount of \$72,500;

Authorize a 10% contingency in the amount of \$7,250; and

Authorize the City Manager to execute the agreement on behalf of the City.

Attachments:

- A. Public Works Agreement with Exhibits

CITY OF BEAUMONT

PUBLIC WORKS AGREEMENT

Zoran Construction Group, Inc.

This PUBLIC WORKS AGREEMENT (“Agreement”) is made and effective August 3, 2021, by and between the City of Beaumont, a municipal corporation (“CITY”), and Zoran Construction Group, Inc., a California corporation, 394 State Place, Escondido, CA 92029 (“CONTRACTOR”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. SCOPE OF WORK

The CONTRACTOR shall perform within the time set forth in Article 2 of this Agreement and shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the **Walmart Bus Stop Rehabilitation Project** (hereinafter “Project”). CITY’s Invitation for Bids (“Invitation”) for the Project, dated June 3, 2021, and CONTRACTOR’s Bid in response to the Invitation, dated June 30, 2021, are attached hereto as Exhibits “A” and “B”, respectively and incorporated herein by this reference. The Scope of Work for the Project is set forth in the Invitation.

By entering into this Agreement, CONTRACTOR acknowledges that there may be other contractors on the site whose work will be coordinated with that of its own. CONTRACTOR expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other separate contractors, the CITY, the Construction Manager, the Engineer, or utilities. CONTRACTOR also expressly agrees that, in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the CONTRACTOR will have no remedy, and hereby expressly waives any remedy against the CITY, the Construction Manager (if any), and the Engineer on account of delay, hindrance, interference or other events.

II. TIME FOR PROJECT COMPLETION

All of CONTRACTOR’s work on the Project shall be completed within durations established for the individual activities as set forth in the Project Construction Schedule, attached hereto as Exhibit “C” and incorporated herein by this reference. All work shall commence ten (10) calendar days after receiving a written Notice of Award from the CITY or Construction Manager, if a Construction Manager is employed by CITY on the Project. CONTRACTOR shall refer to the invitations for bids, and Project Plans and Specifications,

PUBLIC WORKS AGREEMENT

all of which, as set forth below, are incorporated herein by reference, for contractual obligations regarding individual activity durations.

III. THE CONTRACT SUM

The CITY shall pay to the CONTRACTOR for the performance of this Agreement, subject to any additions and deductions provided in the Project documents, the sum of \$72,500.00.

IV. PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Engineer by the CONTRACTOR and Certificates for Payment issued by the Engineer, the CITY shall make progress payments on account of the Contract Sum to the CONTRACTOR as provided in the General Conditions, which are fully incorporated into this Agreement by this reference.

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

V. INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT

A. CONTRACTOR shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

- B. CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply

PUBLIC WORKS AGREEMENT

with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

VI. PREVAILING WAGES

- A. Contractor shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the “General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1”, for Riverside County. Wage rates shall conform with those posted at Beaumont City Hall and the Project site.
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
 2. Section 1777.4 - Apprenticeship Requirements.
 3. Section 1777.5 - Apprenticeship Requirements.
 4. Section 1813 - Penalty for Failure to Pay Overtime.
 5. Sections 1810 and 1811 - Working Hour Restrictions.
 6. Section 1775 - Payroll Records.
 7. Section 1773.8 - Travel and Subsistence Pay.

VII. RECORD AUDIT

In accordance with Government Code, Section 8546.7, records of both the CITY and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

VIII. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be paid by the CITY to the CONTRACTOR no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of Completion, provided the work has then been completed, the Agreement fully performed, and a final Certificate for Payment has been issued by the Engineer.

IX. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

X. INSURANCE

Prior to the beginning of and throughout the duration of the Project, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to CITY.

A. **Types of Insurance**

Without limiting CONTRACTOR's indemnification of CITY, and prior to commencement of Work, CONTRACTOR shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to CITY:

1. **General liability insurance.** CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services

Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

2. **Automobile liability insurance.** CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

3. **Umbrella or excess liability insurance.** If CONTRACTOR is using umbrella coverage to meet part of its liability insurance requirements under Paragraph 1 of this Section, CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury, completed operations and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer’s liability. Such policy or policies shall include the following terms and conditions:
 - A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
 - Pay on behalf of wording as opposed to reimbursement;
 - Concurrency of effective dates with primary policies;
 - Policies shall “follow form” to the underlying primary policies; and
 - Insureds under primary policies shall also be insureds under the umbrella or excess policies.

4. **Workers’ compensation insurance.** CONTRACTOR shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR’s employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers’ Compensation Insurance and Employer’s Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor’s employees.

CONTRACTOR shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.

PUBLIC WORKS AGREEMENT

- 5. Pollution liability insurance.** Environmental Impairment Liability Insurance shall be written on a CONTRACTOR's Pollution Liability form or other form acceptable to CITY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The CITY, its officials, officers, agents, and employees, shall be included as insureds under the policy.

- 6. Builder's risk insurance.** Upon commencement of construction and with approval of CITY, CONTRACTOR shall obtain and maintain builder's risk insurance for the entire duration of the Project until only the CITY has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be CONTRACTOR and CITY, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to CITY. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the CITY. The CITY will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring

PUBLIC WORKS AGREEMENT

any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to CITY to ensure adequacy of terms and sub-limits and shall be submitted to the CITY prior to commencement of construction.

B. Other provisions or requirements

1. **Proof of insurance.** CONTRACTOR shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by CITY's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.
2. **Duration of coverage.** CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.
3. **Primary/noncontributing.** Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.
4. **CITY's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement.
5. **Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact

PUBLIC WORKS AGREEMENT

business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's risk manager.

6. **Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
7. **Enforcement of contract provisions (non estoppel).** CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.
8. **Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
9. **Notice of cancellation.** CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
10. **Additional insured status.** General liability policies shall provide or be endorsed to provide that CITY, and the County of Riverside, and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
11. **Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include

PUBLIC WORKS AGREEMENT

any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.

12. **Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
13. **Pass through clause.** CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.
14. **CITY's right to revise requirements.** The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the CITY and CONTRACTOR may renegotiate CONTRACTOR's compensation.
15. **Self-insured retentions.** Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.
16. **Timely notice of claims.** CONTRACTOR shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
17. **Additional insurance.** CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

XI. CONTRACTOR'S LICENSE

CONTRACTOR must possess at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing. CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

XII. REGISTRATION REQUIREMENTS

A. Pursuant to Section 1771.1(a) of the Labor Code:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

B. CONTRACTOR must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. CONTRACTOR must ensure registration with the DIR that is active and in good standing.

C. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

C. The CONTRACTOR is not subject to public works requirements (including registration with the DIR) if the public works project is under \$1,000, unless the CITY knows that the same CONTRACTOR will be awarded total project costs in excess of \$1,000 for a given year.

XIII. CORPORATION IN GOOD STANDING

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Zoran Djuric whose title is President is authorized to act for and bind the corporation.

XIV. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

XV. SUBSURFACE HAZARDOUS MATERIALS

- A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the CITY in writing of any:
1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
 2. Subsurface or latent physical conditions at the site differing from those indicated.
 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the CONTRACT.
- B. Upon receipt of said notification the CITY will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of or the time required for performance of any part of the work, the CITY will issue a change order under the procedures described in the General Conditions.
- C. In the event that a dispute arises between the CITY and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. The CONTRACTOR shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

XVI. COMPONENT PARTS OF THE CONTRACT

This Agreement entered into consists of the following CONTRACT DOCUMENTS, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

- | | |
|--|---|
| <input type="checkbox"/> Notice Inviting Bids | <input type="checkbox"/> Information Required of Bidder |
| <input type="checkbox"/> Scope of Work Summary | <input type="checkbox"/> Construction Services Agreement |
| <input type="checkbox"/> Information for Bidders | <input type="checkbox"/> Certificate Regarding Worker's |
| <input type="checkbox"/> Bid Form | <input type="checkbox"/> Compensation |
| <input type="checkbox"/> Non-Collusion Affidavit | <input type="checkbox"/> Drug-free Workplace Certification |
| <input type="checkbox"/> Site Visit Certification | <input type="checkbox"/> Plans and Specifications |
| <input type="checkbox"/> Faithful Performance Bond | <input type="checkbox"/> Addenda |
| <input type="checkbox"/> Labor and Materials Payment Bond | <input type="checkbox"/> Drawings |
| <input type="checkbox"/> General and Supplemental Conditions | <input type="checkbox"/> Change Orders |
| <input type="checkbox"/> Special Conditions | <input type="checkbox"/> Shop Drawing Transmittals |
| <input type="checkbox"/> Project Construction Schedule | <input type="checkbox"/> Contractor's Certificate Regarding |
| <input type="checkbox"/> Proposed Subcontractors | <input type="checkbox"/> Non-Asbestos Containing Materials |
| <input type="checkbox"/> Bid Bond | |

All of the above named CONTRACT DOCUMENTS are intended to be complementary. Work required by one of the above named CONTRACT DOCUMENTS and not by others shall be done as if required by all.

XVII. ENTIRE CONTRACT

This Agreement constitutes the entire contract of the parties. No other agreements or contracts, whether oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

[Signatures on following page.]

SIGNATURE PAGE TO

CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT

Zoran Construction Group, Inc.


CITY:

CITY OF BEAUMONT

By: _____
Mike Lara, Mayor

CONTRACTOR:

Zoran Construction Group, Inc.

By: 
Print Name: Zoran Djuric

Title: President

ATTEST:

By: _____
Steven Mehlman, City Clerk

APPROVED AS TO FORM:

By: _____
John O. Pinkney, City Attorney

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT**

Zoran Construction Group, Inc.

EXHIBIT "A"

CITY'S REQUEST FOR BIDS

Dated June 3, 2021

(Insert behind this page.)



CITY OF BEAUMONT
TRANSIT DEPARTMENT
550 E. 6th Street, Beaumont CA 92223

WALMART TRANSIT CENTER REHABILITATION PROJECT

BID PUBLISHED:	June 3, 2021
PLACE OF PUBLICATION:	www.publicpurchase.com
QUESTIONS SUBMITTED BY:	June 14, 2021, 5:00 P.M.
QUESTIONS ANSWERED BY:	June 22, 2021, 12:00 P.M.
BIDS MUST BE RECEIVED BY:	June 30, 2021, 11:00 A.M.
BID OPENING DATE:	June 30, 2021, 11:00 A.M.
BID OPENING LOCATION:	550 E 6 th Street, Beaumont, CA 92223- Room 4
ANTICIPATED CONTRACT AWARD:	August 3, 2021
TENATIVE SHELTER DELIVERY :	Week of September 6, 2021

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NOTICE INVITING BIDS

The City of Beaumont, Public Works Department (“City”) will receive bids mailed or submitted in person at Beaumont City Hall located at 550 E. 6th Street, Beaumont, CA 92223 for the **Walmart Transit Center Rehabilitation Project**. Bids shall be received by the City of Beaumont no later than **11:00 A.M., Wednesday, June 30, 2021**, at which time or thereafter said bids will be opened and read aloud. Bid opening will happen at Beaumont City Hall in Room 4 at 11:00 a.m.

Bids received after this time will be discarded. Bids shall be valid for 60 calendar days after the bid opening date.

Bids must be submitted on the City’s Bid Forms. Bids must be prepared on the approved Bid forms and in the manner prescribed in the Instructions to Bidders. Bids must be submitted by mail or in person at:

Beaumont City Hall
550 E 6th Street
Beaumont, CA 92223

The City is not responsible for lost or misdirected documents.

Bids must be enclosed in a sealed envelope/package bearing the name of the bidder and titled clearly: **“BID FOR WALMART TRANSIT CENTER REHABILITATION PROJECT”**.

The prospective bidder assumes sole responsibility for submitting a complete bid proposal in response to this RFB. No special consideration will be given after bid proposals are opened because of a bidder’s failure to comply with all requirements.

THIS IS A SIXTY (60) CALENDAR DAY CONTRACT

LOCATION OF WORK:

The work to be completed is located on 2nd Street directly in front of Beaumont Walmart located at 1540 E. 2nd Street, Beaumont, CA 92223.

DESCRIPTION OF WORK:

The intent of this project is to:

- Remove & legally dispose of existing bus shelters and amenities.
- Install temporary fencing.
- Remove & legally dispose of existing concrete, shelter pads, landscaping, and hardscape.
- Transport equipment and amenities from City storage facility (550 E 6th Street, Beaumont) to the location (1540 E 2nd Street, Beaumont).
- Assemble equipment on site.
- Install conduit, wiring and accessories.

NOTICE INVITING BIDS

- Install new concrete bus shelter pads and walkway.
- Install new bus shelters and related amenities (secure, in-place and operational).

Copies of the Bid and Contract Documents are available for inspection at no cost on Public Purchase www.publicpurchase.com . **All questions must be submitted on Public Purchase by June 14, 2021.** Phone calls or emails will not be addressed. **Answers will be posted on Public Purchase by June 22, 2021.**

Once the contract is awarded there will be a **Pre-Construction Conference** at a determined date for the awarded bidder.

Each bid shall be accompanied by the items referenced in this Contract Document, including the non-collusion affidavit, the list of proposed subcontractors, and all additional documentation required by the Instructions to Bidders.

The successful bidder will be required to furnish the City with a Performance Bond equal to 100% of the successful bid, and a Payment (Labor and Materials) Bond equal to 100% of the successful bid, prior to execution of the Contract. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California.

Pursuant to Public Contract Code Section 22300, the successful bidder may substitute certain securities for funds withheld by City to ensure the bidder's performance under the Contract.

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract: Bidders shall possess the following California Contractor's license in order to perform the Work of this Project: **Class "A"**, or a combination of Contractor's license applicable to the project. A letter from **Contractor's Licensing Board** outlining the combination of various licenses necessary to perform all the work at the time the bid is submitted to the City is also acceptable.

Pursuant to Public Contract Code Section 3400(b), if the City has made any findings designating certain materials, products, things, or services by specific brand or trade name, such findings and the materials, products, things, or services and their specific brand or trade names will be set forth in the Special Conditions.

Award of Contract: The City shall award the Contract for the Project to the lowest responsive, responsible bidder as determined from the base bid and additive A (construction bid).

The City of Beaumont hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit Bids in response to this Notice, and that minorities nor minority business enterprises will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract. For further information, please see the form titled "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)" within the Bid Documents.

NOTICE INVITING BIDS

**CITY OF BEAUMONT
TRANSIT DEPARTMENT**

INSTRUCTIONS TO BIDDERS

1. AVAILABILITY OF CONTRACT DOCUMENTS

Bids must be submitted to the City on the Bid Forms which are a part of the Bid Package for the Project. Prospective bidders may obtain Contract Documents at no cost on Public Purchase (“www.publicpurchase.com”).

2. EXAMINATION OF CONTRACT DOCUMENTS

Bidders shall be solely responsible for examining the Project Site and the Contract Documents, including any Addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors’ licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

3. INTERPRETATION OF CONTRACT DOCUMENTS

Discrepancies in, and/or omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of the City by submission of a written request under the ‘questions’ portion of Public Purchase by June 14, 2021.

Any interpretation of the Contract Documents will be made only by written addenda and published on Public Purchase.

4. INSPECTION OF SITE

Each prospective bidder is responsible for fully acquainting itself with the conditions of the Project Site (which may include more than one site), as well as those relating to the construction and labor of the Project, to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project.

5. ADDENDA

The City reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written Addenda. All addenda issued by the City shall be included in the bid and made part of the Contract Documents. All addenda will be posted and published on Public Purchase. Pursuant to Public Contract Code Section 4104.5, if the City issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of bids, the City will extend the deadline for submission of bids. The City may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date. **Please Note: Bidders are responsible for ensuring that they have received**

INSTRUCTION TO BIDDERS

any and all Addenda. To this end, each bidder should check the project posting on Public Purchase, www.publicpurchase.com for review of addenda issued, if any, prior to the bid opening.

6. ALTERNATE BIDS

If alternate bid items are called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid only. However, the City may choose to award the contract on the basis of the base bid alone or the base bid and any alternate or combination of alternates. The time required for completion of the alternate bid items has been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The City may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work, accordingly each Bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the Bidder.

7. COMPLETION OF BID FORMS

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute bid forms other than clear and correct photocopies of those provided by the City will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. **USE OF BLACK OR BLUE INK, INDELIBLE PENCIL OR A TYPEWRITER IS REQUIRED.** Deviations in the bid form may result in the bid being deemed non-responsive.

8. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered, unless the Notice Inviting Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

9. DESIGNATION OF SUBCONTRACTORS

Pursuant to the funding regulation, the Bidders must designate the name and location of each subcontractor who will perform work or render services for in the amount of \$500, as well as the portion of work each such subcontractor will perform on the form provided herein by the City. No additional time will be provided to bidders to submit any of the requested information in the Designation of Subcontractor form.

10. LICENSING REQUIREMENTS

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to

Section 7028.5 of the Business and Professions Code, the City shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the City shall reject the Bid. The City shall have the right to request, and Bidders shall provide within five (5) calendar days, evidence satisfactory to the City of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract. Please also note that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

11. SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

12. SUBMISSION OF BIDS

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be mailed or submitted in person on or before 11:00 a.m. on June 30, 2021:

Beaumont City Hall
550 E. 6th Street
Beaumont, CA 92223

Bids shall be sealed and clearly labeled, "Bid for Walmart Transit Center Rehabilitation Project. Attn: Celina Cabrera". No oral, email, or telephonic bids will be considered. No forms transmitted via facsimile, or any other electronic means will be considered.

13. DELIVERY AND OPENING OF BIDS

Bids will be received by the City at the address shown in the Notice Inviting Bids up to the date and time shown therein. It is the Bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated.

Bids will be opened at the date and time stated in the Notice Inviting Bids, and the amount of each Bid will be read aloud and recorded. **All Bidders may, if they desire, attend the opening of Bids located in Room 4 on June 30 at 11 a.m. at Beaumont City Hall located at 550 E 6th Street,**

INSTRUCTION TO BIDDERS

Beaumont, CA 92223. The City may in its sole discretion, elect to postpone the opening of the submitted Bids. City reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

14. WITHDRAWAL OF BID

Prior to bid opening, a Bid may be withdrawn by the Bidder only by means of a written request signed by the Bidder or its properly authorized representative.

15. BASIS OF AWARD; BALANCED BIDS

The City shall award the Contract to the lowest responsive, responsible Bidder submitting a responsive Bid. The City may reject any Bid which, in its opinion when compared to other bids received or to the City’s internal estimates, does not accurately reflect the cost to perform the Work. The City may reject as non-responsive any bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

16. DISQUALIFICATION OF BIDDERS; INTEREST IN MORE THAN ONE BID

No bidder shall be allowed to make, submit or be interested in more than one bid. However, a person, firm, corporation or other entity that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other bidders submitting a bid to the City. No person, firm, corporation, or other entity may submit subproposal to a bidder, or quote prices of materials to a bidder, when also submitting a prime bid on the same Project.

17. INSURANCE REQUIREMENTS

The successful bidder shall procure the insurance in the form and in the amount specified in the Contract Documents.

18. AWARD PROCESS

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the City Council may award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment (Labor and Materials) Bond; and (3) the required insurance certificates and endorsements. Once the City notifies the Bidder of the award, the Bidder will have ten (10) consecutive calendar days from the date of this notification to execute the Contract and supply the City with all of the required documents and certifications. Regardless whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run ten (10) calendar days from the date of the notification. Once the City receives all of the properly drafted and executed documents and certifications from the Bidder, the City shall issue a Notice to Proceed to that Bidder.

19. FILING OF BID PROTESTS

Bidders may file a “protest” of a Bid with the City’s **City Engineer**. In order for a Bidder’s protest to be considered valid, the protest must:

- A. Be filed in writing within five (5) calendar days after the bid opening date;
- B. Clearly identify the specific irregularity or accusation;

INSTRUCTION TO BIDDERS

- C. Clearly identify the specific City staff determination or recommendation being protested;
- D. Specify, in detail, the grounds of the protest and the facts supporting the protest; and
- E. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid.

If the protest is valid, the City's **City Engineer**, or other designated City staff member, shall review the basis of the protest and all relevant information. The **City Engineer** will provide a written decision to the protestor. The protestor may then appeal the decision of the **City Engineer** to the **City Manager**.

20. WORKERS COMPENSATION

Each bidder shall submit the Contractor's Certificate Regarding Workers' Compensation form.

21. SUBSTITUTION OF SECURITY

The Contract Documents call for monthly progress payments based upon the percentage of the work completed. The City will retain ten percent (10%) of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the City will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

22. PREVAILING WAGES

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the County of Riverside in which the work is to be done, have been determined by the Director of the Department of Industrial Relations, State of California. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at www.dir.ca.gov. Future effective prevailing wage rates which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates.

Pursuant to SB 854, which amended the Prevailing Wage Laws, this Contract is subject to compliance monitoring and enforcement by the DIR. Beginning March 1, 2015, with very limited exceptions, no contractor or subcontractor may be listed on a bid proposal for this Contract unless registered with the DIR pursuant to Labor Code section 1725.5. Beginning April 1, 2015, no contractor or subcontractor may be awarded this Contract unless registered with the DIR pursuant to Labor Code section 1725.5. The DIR registration number for each contractor and subcontractor must be identified on the bid proposal - failure to identify this number could result in the bid being rejected as non-responsive. It is each bidder's responsibility to ensure that they have fully complied with SB 854. The City will report all necessary contracts to the DIR as required by the Prevailing Wage Laws.

23. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on

INSTRUCTION TO BIDDERS

a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

24. PERFORMANCE BOND AND PAYMENT (LABOR AND MATERIALS) BOND REQUIREMENTS

Within the time specified in the Contract Documents, the Bidder to whom a Contract is awarded shall deliver to the City four identical counterparts of the Performance Bond and Payment (Labor and Materials) Bond in the form supplied by the City and included in the Contract Documents. Failure to do so may, in the sole discretion of City, result in the forfeiture of the Bid Guarantee. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Performance Bond and the Payment (Labor and Materials) Bond shall be for one hundred percent (100%) of the Total Bid Price.

25. REQUEST FOR SUBSTITUTIONS

The successful bidder shall comply with the substitution request provisions set forth in the Special Conditions, including any deadlines for substitution requests **which may occur prior to the bid opening date.**

26. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

27. EXECUTION OF CONTRACT

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The City may require appropriate evidence that the persons executing the Contract are duly empowered to do so.

END OF INSTRUCTIONS TO BIDDERS

INSTRUCTION TO BIDDERS

BID FORM

NAME OF BIDDER: _____

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

WALMART TRANSIT CENTER REHABILITATION PROJECT

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following **BASE BID TOTAL BID PRICE**:

BASE BID	BASE BID PRICE (IN WRITTEN FORM)	BID PRICE (IN NUMBERS)
TOTAL BID PRICE		

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

**BASE BID
BID SCHEDULE**

WALMART TRANSIT CENTER REHABILITATION PROJECT

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/UNIT		TOTAL COST (FIGURES)
1	MOBILIZATION	1	LS	
2	TEMPORARY FENCING	1	LS	
3	DEMOLISH, REMOVE, AND LEGALLY DISPOSE EXISTING BUS SHELTERS AND AMENITIES	1	LS	
4	DEMOLISH, REMOVE, AND LEGALLY DISPOSE OF EXISTING CONCRETE, SHELTER PADS, LANDSCAPING AND HARDSCAPE	1	LS	
5	TRANSPORT EQUIPMENT AND AMENITIES FROM CITY STORAGE FACILITY TO THE LOCATION	1	LS	
6	ASSEMBLE EQUIPMENT ON SITE	1	LS	
7	INSTALL CONDUIT, WIRING AND ACCESSORIES	1	LS	
8	INSTALL NEW CONCRETE BUS SHELTER PADS, HARDSCAPE AND WALKWAY	1	LS	
9	INSTALL NEW BUS SHELTERS AND RELATED AMENITIES (SECURE, IN PLACE AND OPERATIONAL)	1	LS	
PROJECT BASE BID SUBTOTAL				

**ADDITIVE BID A
CONSTRUCTION SCHEDULE**

WALMART TRANSIT CENTER REHABILITATION PROJECT

ITEM NO.	DESCRIPTION OF WORK	TIME REQUIRED TO COMPLETE	EST COMPLETION DATE
1	MOBILIZATION		
2	TEMPORARY FENCING		
3	REMOVE AND LEGALLY DISPOSE EXISTING BUS SHELTERS AND AMENITIES		
4	REMOVE AND LEGALLY DISPOSE OF EXISTING CONCRETE, SHELTER PADS, LANDSCAPING AND HARDSCAPE		
5	TRANSPORT EQUIPMENT AND AMENITIES FROM CITY STORAGE FACILITY TO THE LOCATION		
6	ASSEMBLE EQUIPMENT ON SITE		
7	INSTALL CONDUIT, WIRING AND ACCESSORIES		
8	INSTALL NEW CONCRETE BUS SHELTER PADS, HARDSCAPE AND WALKWAY		
9	INSTALL NEW BUS SHELTERS AND RELATED AMENITIES (SECURE, IN PLACE AND OPERATIONAL)		

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

The undersigned agrees that this Bid Form constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by the City and a third party, whichever is earlier.

The Contract duration shall commence on the date stated in the City's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date stated in the City's Notice to Proceed. This is a sixty (60) day contract.

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors, License No. _____, Expiration Date _____, class of license _____. If the bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents.

1. Addenda No. _____ thru _____
2. Attached is the fully executed Non-Collusion Affidavit form.
3. Attached is the completed Designation of Subcontractors form.
4. Attached is the completed Bidder Information Form.
5. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
6. Bidder acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

BID FORM

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

BID BOND

The makers of this bond are, _____, as Principal, and _____, as Surety and are held and firmly bound unto the City of Beaumont, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to CITY for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, 2021, for **Walmart Transit Center Rehabilitation Project**.

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporation.

(Corporate Seal)

Principal _____

By _____

Title _____

(Corporate Seal)

Surety _____

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

STATE OF CALIFORNIA)
)
CITY OF _____)

ss.

On this _____ day of _____, in the year 2019, before me, _____, a Notary Public in and for said state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument as the Attorney-In-Fact of the (Surety) acknowledged to me that he subscribed the name of the _____ (Surety) thereto and his own name as Attorney-In-Fact.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount of \$500 or more.

*** Please list all subcontractor that exceed \$500***

Portion of the Work	Subcontractor	Location of Business	% of the Work

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

DESIGNATION OF SUBCONTRACTORS

INFORMATION REQUIRED OF BIDDERS

A. INFORMATION ABOUT BIDDER

[**Indicate not applicable (“N/A”) where appropriate.**]

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: _____

2.0 Type, if Entity: _____

3.0 Bidder Address: _____

Facsimile Number

Telephone Number

4.0 License Information:

License No. Class of License Expiration Date

DIR Registration No.

5.0 How many years has Bidder’s organization been in business as a Contractor?

6.0 How many years has Bidder’s organization been in business under its present name?

6.1 Under what other or former names has Bidder’s organization operated?: _____

7.0 If Bidder’s organization is a corporation, answer the following:

7.1 Date of Incorporation: _____

7.2 State of Incorporation: _____

7.3 President’s Name: _____

INFORMATION REQUIRED OF BIDDERS

7.4 Vice-President's Name(s): _____

7.5 Secretary's Name: _____

7.6 Treasurer's Name: _____

8.0 If an individual or a partnership, answer the following:

8.1 Date of Organization: _____

8.2 Name and address of all partners (state whether general or limited partnership):

9.0 If other than a corporation or partnership, describe organization and name principals:

10.0 List other states in which Bidder's organization is legally qualified to do business.

11.0 What type of work does the Bidder normally perform with its own forces?

12.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

INFORMATION REQUIRED OF BIDDERS

13.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

14.0 List Trade References:

15.0 List Bank References (Bank and Branch Address):

16.0 Name of Bonding Company and Name and Address of Agent:

C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS

[**Duplicate Page if needed for listing additional completed projects.**]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project Client	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work	Contact Name & Phone

D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

- 1. List each person's job title, name and percent of time to be allocated to this project:

- 2. Summarize each person's specialized education:

- 3. List each person's years of construction experience relevant to the project:

- 4. Summarize such experience:

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

E. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

NON-COLLUSION AFFIDAVIT

I, _____, being first duly sworn, deposes and says that he is _____ of _____ the party making the attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

CITY OF BEAUMONT

PUBLIC WORKS AGREEMENT

(NAME OF CONTRACTOR)

This PUBLIC WORKS AGREEMENT (“Agreement”) is made and effective _____, 2021, by and between the City of Beaumont, a municipal corporation (“CITY”), and _____ (“CONTRACTOR”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. SCOPE OF WORK

The CONTRACTOR shall perform within the time set forth in Article 2 of this Agreement and shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the **Walmart Bus Stop Rehabilitation Project** (hereinafter “Project”). CITY’s Invitation for Bids (“Invitation”) for the Project, dated ___, 2021, and CONTRACTOR’s Bid in response to the Invitation, dated ___, 2021, are attached hereto as Exhibits :A” and “B”, respectively and incorporated herein by this reference. The Scope of Work for the Project is set forth in the Invitation.

By entering into this Agreement, CONTRACTOR acknowledges that there may be other contractors on the site whose work will be coordinated with that of its own. CONTRACTOR expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other separate contractors, the CITY, the Construction Manager, the Engineer, or utilities. CONTRACTOR also expressly agrees that, in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the CONTRACTOR will have no remedy, and hereby expressly waives any remedy against the CITY, the Construction Manager (if any), and the Engineer on account of delay, hindrance, interference or other events.

II. TIME FOR PROJECT COMPLETION

All of CONTRACTOR’s work on the Project shall be completed within durations established for the individual activities as set forth in the Project Construction Schedule, attached hereto as Exhibit “C” and incorporated herein by this reference. All work shall commence ten (10) calendar days after receiving a written Notice of Award from the CITY or Construction Manager, if a Construction Manager is employed by CITY on the Project. CONTRACTOR shall refer to the invitations for bids, and Project Plans and Specifications, all of which, as set forth below, are incorporated herein by reference, for contractual obligations regarding individual activity durations.

PUBLIC WORKS AGREEMENT

III. THE CONTRACT SUM

The CITY shall pay to the CONTRACTOR for the performance of this Agreement, subject to any additions and deductions provided in the Project documents, the sum of \$ _____.

IV. PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Engineer by the CONTRACTOR and Certificates for Payment issued by the Engineer, the CITY shall make progress payments on account of the Contract Sum to the CONTRACTOR as provided in the General Conditions, which are fully incorporated into this Agreement by this reference.

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

V. INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT

- A. CONTRACTOR shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost,

PUBLIC WORKS AGREEMENT

expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

- B. CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the

PUBLIC WORKS AGREEMENT

CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

VI. PREVAILING WAGES

- A. Contractor shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the “General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1”, for Riverside County. Wage rates shall conform with those posted at Beaumont City Hall and the Project site.
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
 2. Section 1777.4 - Apprenticeship Requirements.
 3. Section 1777.5 - Apprenticeship Requirements.
 4. Section 1813 - Penalty for Failure to Pay Overtime.
 5. Sections 1810 and 1811 - Working Hour Restrictions.
 6. Section 1775 - Payroll Records.
 7. Section 1773.8 - Travel and Subsistence Pay.

VII. RECORD AUDIT

In accordance with Government Code, Section 8546.7, records of both the CITY and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

VIII. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be paid by the CITY to the CONTRACTOR no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of Completion, provided the work has then been completed, the Agreement fully performed, and a final Certificate for Payment has been issued by the Engineer.

IX. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

X. INSURANCE

Prior to the beginning of and throughout the duration of the Project, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to CITY.

A. **Types of Insurance**

Without limiting CONTRACTOR's indemnification of CITY, and prior to commencement of Work, CONTRACTOR shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to CITY:

1. **General liability insurance.** CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services

Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

2. **Automobile liability insurance.** CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
3. **Umbrella or excess liability insurance.** If CONTRACTOR is using umbrella coverage to meet part of its liability insurance requirements under Paragraph 1 of this Section, CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury, completed operations and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer’s liability. Such policy or policies shall include the following terms and conditions:
 - A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
 - Pay on behalf of wording as opposed to reimbursement;
 - Concurrency of effective dates with primary policies;
 - Policies shall “follow form” to the underlying primary policies; and
 - Insureds under primary policies shall also be insureds under the umbrella or excess policies.
4. **Workers’ compensation insurance.** CONTRACTOR shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR’s employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers’ Compensation Insurance and Employer’s Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor’s employees.

CONTRACTOR shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.

- 5. Pollution liability insurance.** Environmental Impairment Liability Insurance shall be written on a CONTRACTOR's Pollution Liability form or other form acceptable to CITY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The CITY, its officials, officers, agents, and employees, shall be included as insureds under the policy.

- 6. Builder's risk insurance.** Upon commencement of construction and with approval of CITY, CONTRACTOR shall obtain and maintain builder's risk insurance for the entire duration of the Project until only the CITY has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be CONTRACTOR and CITY, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to CITY. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the CITY. The CITY will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring

any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to CITY to ensure adequacy of terms and sub-limits and shall be submitted to the CITY prior to commencement of construction.

B. Other provisions or requirements

1. **Proof of insurance.** CONTRACTOR shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by CITY's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.
2. **Duration of coverage.** CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.
3. **Primary/noncontributing.** Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.
4. **CITY's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement.
5. **Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact

PUBLIC WORKS AGREEMENT

business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's risk manager.

6. **Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
7. **Enforcement of contract provisions (non estoppel).** CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.
8. **Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
9. **Notice of cancellation.** CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
10. **Additional insured status.** General liability policies shall provide or be endorsed to provide that CITY, and the County of Riverside, and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
11. **Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include

PUBLIC WORKS AGREEMENT

any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.

12. **Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
13. **Pass through clause.** CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.
14. **CITY's right to revise requirements.** The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the CITY and CONTRACTOR may renegotiate CONTRACTOR's compensation.
15. **Self-insured retentions.** Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.
16. **Timely notice of claims.** CONTRACTOR shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
17. **Additional insurance.** CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

XI. CONTRACTOR'S LICENSE

CONTRACTOR must possess at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing. CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

XII. REGISTRATION REQUIREMENTS

A. Pursuant to Section 1771.1(a) of the Labor Code:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

B. CONTRACTOR must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. CONTRACTOR must ensure registration with the DIR that is active and in good standing.

C. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

C. The CONTRACTOR is not subject to public works requirements (including registration with the DIR) if the public works project is under \$1,000, unless the CITY knows that the same CONTRACTOR will be awarded total project costs in excess of \$1,000 for a given year.

XIII. CORPORATION IN GOOD STANDING

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that (Insert Name) whose title is (Insert Title) is authorized to act for and bind the corporation.

XIV. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

XV. SUBSURFACE HAZARDOUS MATERIALS

- A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the CITY in writing of any:
1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
 2. Subsurface or latent physical conditions at the site differing from those indicated.
 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the CONTRACT.
- B. Upon receipt of said notification the CITY will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of or the time required for performance of any part of the work, the CITY will issue a change order under the procedures described in the General Conditions.
- C. In the event that a dispute arises between the CITY and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. The CONTRACTOR shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

XVI. COMPONENT PARTS OF THE CONTRACT

This Agreement entered into consists of the following CONTRACT DOCUMENTS, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

- | | |
|--|---|
| <input type="checkbox"/> Notice Inviting Bids | <input type="checkbox"/> Information Required of Bidder |
| <input type="checkbox"/> Scope of Work Summary | <input type="checkbox"/> Construction Services Agreement |
| <input type="checkbox"/> Information for Bidders | <input type="checkbox"/> Certificate Regarding Worker's |
| <input type="checkbox"/> Bid Form | <input type="checkbox"/> Compensation |
| <input type="checkbox"/> Non-Collusion Affidavit | <input type="checkbox"/> Drug-free Workplace Certification |
| <input type="checkbox"/> Site Visit Certification | <input type="checkbox"/> Plans and Specifications |
| <input type="checkbox"/> Faithful Performance Bond | <input type="checkbox"/> Addenda |
| <input type="checkbox"/> Labor and Materials Payment Bond | <input type="checkbox"/> Drawings |
| <input type="checkbox"/> General and Supplemental Conditions | <input type="checkbox"/> Change Orders |
| <input type="checkbox"/> Special Conditions | <input type="checkbox"/> Shop Drawing Transmittals |
| <input type="checkbox"/> Project Construction Schedule | <input type="checkbox"/> Contractor's Certificate Regarding |
| <input type="checkbox"/> Proposed Subcontractors | <input type="checkbox"/> Non-Asbestos Containing Materials |
| <input type="checkbox"/> Bid Bond | |

All of the above named CONTRACT DOCUMENTS are intended to be complementary. Work required by one of the above named CONTRACT DOCUMENTS and not by others shall be done as if required by all.

XVII. ENTIRE CONTRACT

This Agreement constitutes the entire contract of the parties. No other agreements or contracts, whether oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

[Signatures on following page.]

SIGNATURE PAGE TO

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT
(NAME OF CONTRACTOR)**

CITY:

CITY OF BEAUMONT

By: _____
Mike Lara, Mayor

CONTRACTOR:

By: _____

Print Name: _____

Title: _____

ATTEST:

By: _____
Steven Melman, City Clerk

APPROVED AS TO FORM:

By: _____
John O. Pinkney, City Attorney

CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT
(NAME OF CONTRACTOR)

EXHIBIT "A"

CITY'S REQUEST FOR BIDS

DATED _____

(Insert behind this page.)

CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT
(NAME OF CONTRACTOR)

EXHIBIT "B"

CONTRACTOR'S Bid

DATED _____

(Insert behind this page.)

CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT
(NAME OF CONTRACTOR)

EXHIBIT "C"

Project Construction Schedule

(Insert behind this page.)

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, _____ (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for **Walmart Transit Center Rehabilitation Project** (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, (\$ _____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, 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 agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains.

PERFORMANCE BOND

Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the CITY, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder 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 Contract Documents or to the Project.

[Remainder of Page Left Intentionally Blank.]

PERFORMANCE BOND

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2021.

CONTRACTOR/PRINCIPAL

Name

By _____

SURETY:

By: _____
Attorney-In-Fact

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$ _____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

PERFORMANCE BOND

STATE OF CALIFORNIA)
) ss.
CITY OF _____)

On this _____ day of _____, in the year 2019, before me, _____, a Notary Public in and for said state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument as the Attorney-In-Fact of the (Surety) acknowledged to me that he subscribed the name of the _____ (Surety) thereto and his own name as Attorney-In-Fact.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

PERFORMANCE BOND

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Beaumont (hereinafter designated as the "City"), by action taken or a resolution passed _____, 2021 has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: Walmart Transit Center Rehabilitation Project (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 3181 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating

PAYMENT (LABOR AND MATERIALS) BOND

to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed unoriginal thereof, have been duly executed by the Principal and Surety above named, on the ____ day of _____ 2021 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal,
if corporation)

Principal (Property Name of Contractor)

By _____
(Signature of Contractor)

(Seal of Surety)

Surety

By _____
Attorney in Fact

(Attached Attorney-In-Fact
Certificate and Required
Acknowledgements)

*Note: Appropriate Notarial Acknowledgments of Execution by Contractor and +surety and a power of Attorney MUST BE ATTACHED.

PAYMENT (LABOR AND MATERIALS) BOND

GENERAL CONDITIONS

GC01. DEFINITIONS

- a. Acceptable, Acceptance or words of similar import shall be understood to be the acceptance of the Engineer and/or the City.
- b. Act of God an Act of God is an earthquake of magnitude 3.5 on the Richter scale and tidal waves.
- c. Approval means written authorization by Engineer and/or City.
- d. Contract Documents includes all documents as stated in the Contract.
- e. City and Contractor are those stated in the Contract. The terms City and Owner may be used interchangeably.
- f. Day shall mean calendar day unless otherwise specifically designated.
- g. Engineer shall mean the General Manager, or his or her designee, of the Department of Public Works for the City of Beaumont, acting either directly or through properly authorized agents, such as agents acting within the scope of the particular duties entrusted to them. Also sometimes referred to as the "City's Representative" or "Representative" in the Contract Documents.
- h. Equal, Equivalent, Satisfactory, Directed, Designated, Selected, As Required and similar words shall mean the written approval, selection, satisfaction, direction, or similar action of the Engineer and/or City.
- i. Indicated, Shown, Detailed, Noted, Scheduled or words of similar meaning shall mean that reference is made to the drawings, unless otherwise noted. It shall be understood that the direction, designation, selection, or similar import of the Engineer and/or City is intended, unless stated otherwise.
- j. Install means the complete installation of any item, equipment or material.
- k. Material shall include machinery, equipment, manufactured articles, or construction such as form work, fasteners, etc., and any other classes of material to be furnished in connection with the Contract. All materials shall be new unless specified otherwise.
- l. Perform shall mean that the Contractor, at Contractor's expense, shall take all actions necessary to complete The Work, including furnishing of necessary labor, tools, and equipment, and providing and installing Materials that are indicated, specified, or required to complete such performance.
- m. Project is The Work planned by City as provided in the Contract Documents.

GENERAL CONDITIONS

- n. Provide shall include provide complete in place, that is furnish, install, test and make ready for use.
- o. Recyclable Waste Materials shall mean materials removed from the Project site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include asphalt, concrete, brick, concrete block, and rock.
- p. Specifications means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the work. Except for Sections 1-9 of the Standard Specifications for Public Works Construction (“Greenbook”), 2015 Edition which are specifically excluded from incorporation into these Contract Documents, the Work shall be done in accordance with the Greenbook, including all current supplements, addenda, and revisions thereof. In the case of conflict between the Greenbook and the Contract Documents, the Contract Documents shall prevail.
- q. The Work means the entire improvement planned by the City pursuant to the Contract Documents.
- r. Work means labor, equipment and materials incorporated in, or to be incorporated in the construction covered by the Contract Documents.

GC02. CONTRACT DOCUMENTS

- a. **Contract Documents.** The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.
- b. **Interpretations.** The Contract Documents are intended to be fully cooperative and to be complementary. If Contractor observes that any documents are in conflict, the Contractor shall promptly notify the Engineer in writing. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:
 1. Change Orders or Work Change Directives
 2. Addenda
 3. Special Provisions (or Special Conditions)
 4. Technical Specifications
 5. Plans (Contract Drawings)
 6. Contract
 7. General Conditions
 8. Instructions to Bidders
 9. Notice Inviting Bids
 10. Contractor’s Bid Forms
 11. Greenbook Standard Specifications (Sections 1-9 Excluded)
 12. Standard Plans
 13. Reference Documents

With reference to the Drawings, the order of precedence shall be as follows:

GENERAL CONDITIONS

1. Figures govern over scaled dimensions
 2. Detail drawings govern over general drawings
 3. Addenda or Change Order drawings govern over Contract Drawings
 4. Contract Drawings govern over Standard Drawings
 5. Contract Drawings govern over Shop Drawings
- c. **Conflicts in Contract Documents.** Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard shall always apply.
- d. **Organization of Contract Documents.** Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing The Work among subcontractors or in establishing the extent of Work to be performed by any trade.

GC03. CONTRACTS DOCUMENTS: COPIES & MAINTENANCE

Contractor will be furnished, free of charge, **five (5)** copies of the Contract Documents. Additional copies may be obtained at cost of reproduction.

Contractor shall maintain a clean, undamaged set of Contract Documents at the Project site.

GC04. DETAIL DRAWINGS AND INSTRUCTIONS

- a. **Examination of Contract Documents.** Before commencing any portion of The Work, Contractor shall again carefully examine all applicable Contract Documents, the Project site and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the Engineer of any potential error, inconsistency, ambiguity, conflict or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.
- b. **Additional Instructions.** After notification of any error, inconsistency, ambiguity, conflict or lack of detail or explanation, the Engineer will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.
- c. **Quality of Parts, Construction and Finish.** All parts of The Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish. In no case shall Contractor proceed with The Work without obtaining first from the Engineer such Approval may be necessary for the proper performance of Work.
- d. **Contractor's Variation from Contract Document Requirements.** If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all applicable laws, ordinances, rules and regulations, the

GENERAL CONDITIONS

Engineer may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

GC05. EXISTENCE OF UTILITIES AT THE WORK SITE

- a. The City has endeavored to determine the existence of utilities at the Project site from the records of the owners of known utilities in the vicinity of the Project. The positions of these utilities as derived from such records are shown on the Plans.
- b. No excavations were made to verify the locations shown for underground utilities. The service connections to these utilities are not shown on the plans. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing Work which could result in damage to such utilities. The Contractor shall immediately notify the City in writing of any utility discovered in a different position than shown on the Plans or which is not shown on the Plans.
- c. All water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, and other subsurface structures shall be relocated or adjusted to final grade by the Contractor. Locations of existing utilities shown on the Plans are approximate and may not be complete. The Contractor shall be responsible for coordinating its Work with all utility companies during the construction of The Work.
- d. Notwithstanding the above, pursuant to Section 4215 of the Government Code, the City has the responsibility to identify, with reasonable accuracy, main or trunkline facilities on the plans and specifications. In the event that main or trunkline utility facilities are not identified with reasonable accuracy in the plans and specifications made a part of the invitation for bids, City shall assume the responsibility for their timely removal, relocation, or protection.
- e. Contractor, except in an emergency, shall contact the appropriate regional notification center, Southern California Underground Service Alert at 1-800-227-2600 at least two working days prior to commencing any excavation if the excavation will be performed in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the City, and obtain an inquiry identification number from that notification center. No excavation shall be commenced or carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the City has been given the identification number by the Contractor.

GC06. SCHEDULE

- a. **Estimated Schedule.** Within fourteen (14) days after the issuance of the Notice to Proceed, Contractor shall prepare a Project schedule and shall submit this to the Engineer for Approval. The receipt or Approval of any schedules by the Engineer or the City shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and

GENERAL CONDITIONS

resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract time period. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the Engineer.

- b. **Schedule Contents.** The schedule shall allow enough time for inclement weather. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Project within the time specified for completion. Schedule duration shall match the Contract time. Schedules indicating early completion will be rejected.
- c. **Schedule Updates.** Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the Engineer whenever requested to do so by Engineer and with each progress payment request. The Engineer may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule.

GC07. SUBSTITUTIONS

- a. Pursuant to Public Contract Code Section 3400(b) the City may make a finding that is described in the invitation for bids that designates certain products, things, or services by specific brand or trade name.
- b. Unless specifically designated in the Contract Documents, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in the Contract Documents. However, the City may have adopted certain uniform standards for certain materials, processes and articles.
- c. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with the Contractor. The City has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted.

GENERAL CONDITIONS

- d. Data required to substantiate requests for substitutions of an “or equal” material, process or article data shall include a signed affidavit from the Contractor stating that, and describing how, the substituted “or equal” material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted “or equal” material, process or article, and substantiates that it is an “or equal” to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted “or equal” material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.
- e. The Contractor shall bear all of the City’s costs associated with the review of substitution requests.
- f. The Contractor shall be responsible for all costs related to a substituted “or equal” material, process or article.
- g. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

GC08. SHOP DRAWINGS

- a. Contractor shall check and verify all field measurements and shall submit with such promptness as to provide adequate time for review and cause no delay in his own Work or in that of any other contractor, subcontractor, or worker on the Project, six (6) copies of all shop or setting drawings, calculations, schedules, and materials list, and all other provisions required by the Contract. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to Engineer. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the cover sheet of the submittal.
- b. Contractor shall make any corrections required by the Engineer, and file with the Engineer six (6) corrected copies each, and furnish such other copies as may be needed for completion of the Work. Engineer’s approval of shop drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called Engineer’s attention to such deviations at time of submission and has secured the Engineer’s written Approval. Engineer’s Approval of shop drawings shall not relieve Contractor from responsibility for errors in shop drawings.

GC09. SUBMITTALS

- a. Contractor shall furnish to the Engineer for approval, prior to purchasing or commencing any Work, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the specifications. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.

GENERAL CONDITIONS

- b. Contractor will provide samples and submittals, together with catalogs and supporting data required by the Engineer, to the Engineer within a reasonable time period to provide for adequate review and avoid delays in the Work.
- c. These requirements shall not authorize any extension of time for performance of this Contract. Engineer will check and approve such samples, but only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

GC10. MATERIALS

- a. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.
- b. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.
- c. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of The Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work.
- d. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the Project, to the City free from any claims, liens, or charges.
- e. Materials shall be stored on the Project site in such manner so as not to interfere with any operations of the City or any independent contractor.

GC11. CONTRACTOR'S SUPERVISION

Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent approved by the City. Superintendent must be able to proficiently speak, read and write in English. Contractor shall continuously provide efficient supervision of the Project.

GC12. WORKERS

- a. Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.

- b. Any person in the employ of the Contractor whom the City may deem incompetent or unfit shall be dismissed from The Work and shall not be employed on this Project except with the written Approval of the City.

GC13. SUBCONTRACTORS

- a. Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor's portion of The Work. Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and the City.
- b. The City reserves the right to Approve all subcontractors. The City's Approval of any subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.
- c. Prior to substituting any subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

GC14. PERMITS AND LICENSES

Permits and licenses necessary for prosecution of The Work shall be secured and paid for by Contractor, unless otherwise specified in the Contract Documents.

- a. Contractor shall obtain and pay for all other permits and licenses required for The Work, including excavation permit and for plumbing, mechanical and electrical work and for operations in or over public streets or right of way under jurisdiction of public agencies other than the City.
- b. The Contractor shall arrange and pay for all off-site inspection of the Work related to permits and licenses, including certification, required by the specifications, drawings, or by governing authorities, except for such off-site inspections delineated as the City's responsibility pursuant to the Contract Documents.
- c. Before Acceptance of the Project, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the City.

GC15. UTILITY USAGE

- a. All temporary utilities, including but not limited to electricity, water, gas, and telephone, used on the Work shall be furnished and paid for by Contractor. Contractor shall Provide necessary temporary distribution systems, including meters, if necessary, from distribution points to points on The Work where the utility is needed. Upon completion of The Work, Contractor shall remove all temporary distribution systems.

- b. Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the Project.
- c. All permanent meters Installed shall be listed in the Contractor's name until Project Acceptance.
- d. If the Contract is for construction in existing facilities, Contractor may, with prior written Approval of the City, use the City's existing utilities by compensating the City for utilities used by Contractor.

GC16. INSPECTION FEES FOR PERMANENT UTILITIES

All inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by the City. Contractor shall be responsible for arranging the payment of such fees, but inspection fees and other municipal fees relating to permanent utilities shall be paid by the City. Contractor may either request reimbursement from the City for such fees, or shall be responsible for arranging and coordination with City for the payment of such fees.

GC17. TRENCHES

- a. Trenches Five Feet or More in Depth. The Contractor shall submit to the City, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. If the plan varies from shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations.
- b. Excavations Deeper than Four Feet. If work under this Contract involves digging trenches or other excavation that extends deeper than four feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:
 - 1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - 2) Subsurface or latent physical conditions at the site differing from those indicated.
 - 3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The City shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in

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Contractor's cost of, or the time required for, performance of any part of The Work, shall issue a change order under the procedures described in the Contract Documents.

In the event that a dispute arises between the City and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of The Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

GC18. DIVERSION OF RECYCLABLE WASTE MATERIALS

In compliance with the applicable City's waste reduction and recycling efforts, Contractor shall divert all Recyclable Waste Materials to appropriate recycling centers. Contractor will be required to submit weight tickets and written proof of diversion with its monthly progress payment requests. Contractor shall complete and execute any certification forms required by City or other applicable agencies to document Contractor's compliance with these diversion requirements. All costs incurred for these waste diversion efforts shall be the responsibility of the Contractor.

GC19. REMOVAL OF HAZARDOUS MATERIALS

Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes and hazardous materials which have not been rendered harmless at the Project site, the Contractor shall immediately stop work at the affected Project site and shall report the condition to the City in writing. The City shall contract for any services required to directly remove and/or abate PCBs and other toxic wastes and hazardous materials, if required by the Project site(s), and shall not require the Contractor to subcontract for such services. The Work in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor.

GC20. SANITARY FACILITIES

Contractor shall provide sanitary temporary toilet buildings for the use of all workers. All toilets shall comply with local codes and ordinances. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by CAL-OSHA regulation. The toilets shall be maintained in a sanitary condition at all times. Use of toilet facilities in The Work under construction shall not be permitted. Any other Sanitary Facilities required by CAL-OSHA shall be the responsibility of the Contractor.

GC21. AIR POLLUTION CONTROL

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

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GC22. COMPLIANCE WITH STATE STORM WATER PERMIT

- a. Contractor shall be required to comply with all conditions of the State Water Resources Control Board (“State Water Board”) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (“Permit”) for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit. Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (“SWPPP”) prior to initiating Work. In bidding on this Contract, it shall be Contractor’s responsibility to evaluate the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revision to the SWPPP. Contractor shall comply with all requirements of the State Water Resources Control Board. Contractor shall include all costs of compliance with specified requirements in the Contract amount.
- b. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the Engineer.
- c. Contractor shall comply with the lawful requirements of any applicable municipality, the City, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.
- d. Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.
- e. Failure to comply with the Permit is in violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers. City may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor’s failure to comply with the Permit.

GC23. CLEANING UP

- a. Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the premises. Upon completion of Work, Contractor shall clean the interior and exterior of the

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building or improvement including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractor shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and contractor shall also remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site. Contractor shall also clean all buildings, asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment.

- b. Contractor shall fully clean up the site at the completion of The Work. If the Contractor fails to immediately clean up at the completion of The Work, the City may do so and the cost of such clean up shall be charged back to the Contractor.

GC24. LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out The Work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense. Layout shall be done by a registered civil engineer Approved by the Engineer. Any required "as-built" drawings of the Work shall be prepared by the registered civil engineer.

GC25. EXCESSIVE NOISE

- a. The Contractor shall use only such equipment on the work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by CAL-OSHA.
- b. The Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements. No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

GC26. TESTS AND INSPECTIONS

- a. If the Contract Documents, the Engineer, or any instructions, laws, ordinances, or public authority require any part of The Work to be tested or Approved, Contractor shall provide the Engineer at least two (2) working days notice of its readiness for observation or inspection. If inspection is by a public authority other than the City, Contractor shall promptly inform the City of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for City testing and City

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inspection shall be paid by the City. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.

- b. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.
- c. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the City, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.
- d. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the City so that the City may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into The Work.
- e. If the manufacture of materials to be inspected or tested will occur in a plant or location outside the geographic limits of City, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.
- f. Reexamination of Work may be ordered by the City. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the City shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

GC27. PROTECTION OF WORK AND PROPERTY

- a. The Contractor shall be responsible for all damages to persons or property that occur as a result of The Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final Acceptance by the City. All Work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.
- b. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by the Engineer or the City. Any compensation claimed by

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Contractor on account of emergency work shall be determined by and agreed upon by the City and the Contractor.

- c. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.
- d. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by The Work operations. Contractor shall:
 - 1) Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.
 - 2) Provide substantial barricades around any shrubs or trees indicated to be preserved.
 - 3) Deliver materials to the Project site over a route designated by the Engineer.
 - 4) Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, the City shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.
 - 5) Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the Engineer. Contractor shall not unreasonably encumber the Project site with its materials.
 - 6) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer or land surveyor, at no cost to the City.
 - 7) Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to the City.
 - 8) Preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs that have been placed within the right-of-way.
 - 9) At the completion of work each day, leave the Project site in a clean, safe condition.
 - 10) Comply with any stage construction and traffic handling plans. Access to residences and businesses shall be maintained at all times.

These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the Work involved in the preservation of life, safety and property as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made therefor.

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- e. Should damage to persons or property occur as a result of The Work, Contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. The City shall be entitled to inspect and copy any such documentation, video, or photographs.

GC28. CONTRACTORS MEANS AND METHODS

Contractor is solely responsible for the means and methods utilized to Perform The Work. In no case shall the Contractor's means and methods deviate from commonly used industry standards.

GC29. INSPECTOR'S FIELD OFFICE

- a. The Contractor shall be responsible for providing the inspector's field office. The Office shall be a substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key type lock or padlock clasp. The office shall have heating and air conditioning and shall be equipped with a telephone, a telephone answering machine, and a fax machine at Contractor's expense.
- b. A table satisfactory for the study of plans and two chairs shall be Provided by Contractor. Contractor shall Provide and pay for adequate electric lights, local telephone service, and adequate heat and air conditioning for the field office until authorized removal.

GC30. AUTHORIZED REPRESENTATIVES

The City shall designate representatives, who shall have the right to be present at the Project site at all times. The City may designate an inspector who shall have the right to observe all of the Contractor's Work. The inspector is not authorized to make changes in the Contract Documents. The inspector shall not be responsible for the Contractor's failure to carry out The Work in accordance with the Contract Documents. Contractor shall provide safe and proper facilities for such access.

GC31. HOURS OF WORK

- a. Eight (8) hours of work shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the City, twenty-five dollars (\$25) for each worker employed in the execution of Work by the Contractor or any subcontractor for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, except as provided in Labor Code Section 1815.
- b. Work shall be accomplished on a regularly scheduled eight (8) hour per day work shift basis, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m.
- c. It shall be unlawful for any person to operate, permit, use, or cause to operate any of the following at the Project site, other than between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, with no Work allowed on City-observed holidays, unless otherwise Approved by the Engineer:

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- 1) Powered Vehicles
- 2) Construction Equipment
- 3) Loading and Unloading Vehicles
- 4) Domestic Power Tool.

GC32. PAYROLL RECORDS

- a. Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.
- b. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the City. The Contractor shall also provide the following:
 - 1) A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
 - 2) A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the Department of Industrial Relations ("DIR").
- c. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.
- d. Any copy of records made available for inspection and furnished upon request to the public shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor or any subcontractor shall not be marked or obliterated.
- e. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to ensure compliance with this section. Should noncompliance still be evident after such ten (10) day period, the Contractor shall, as a penalty to the City, forfeit Twenty-five Dollars (\$25.00) for each day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the DIR, such penalties shall be withheld from contract payments.

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GC33. PREVAILING RATES OF WAGES

- a. The Contractor is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Since this Project involves an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the City. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the Project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.
- b. The Contractor and each subcontractor shall forfeit as a penalty to the City not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.
- c. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.
- d. If the Work involves federal funds or otherwise requires compliance with the Davis-Bacon Fair Labor Standards Act, the Contractor and all its subcontractors shall comply with the higher of the state or federal prevailing wage rates.

GC34. EMPLOYMENT OF APPRENTICES

The Contractor’s attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning employment of apprentices by the Contractor or any subcontractor. The Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Section 1777.5, 1777.6, and 1777.7 of the Labor Code. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, the Administrator of Apprenticeships, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

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GC35. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

Pursuant to Labor Code Section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap on this Project. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.

GC36. LABOR/EMPLOYMENT SAFETY

The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4.

GC37. WORKERS' COMPENSATION INSURANCE

The Contractor shall Provide, during the life of this Contract, workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Project site, and, in case any of sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Project site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of Section 3700 of the Labor Code. The Contractor shall file with the City certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the City, if in the form and coverage as set forth in the Contract Documents.

GC38. EMPLOYER'S LIABILITY INSURANCE

Contractor shall provide during the life of this Contract, Employer's Liability Insurance, including Occupational Disease, in the amount of, at least, one million dollars (\$1,000,000.00) per person per accident. Contractor shall provide City with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the City.

GC39. COMMERCIAL GENERAL LIABILITY INSURANCE

- a. Contractor shall procure and maintain during the life of this Contract and for such other period as may be required herein, at its sole expense, Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products/completed operations if applicable, personal and advertising injury – which may arise from or out of Contractor's operations, use, and management of the Project site, or

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the performance of its obligations hereunder. Policy limits shall not be less than **\$2,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- b. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the City, and shall not preclude the City from taking such other actions available to the City under other provisions of the Contract Documents or law.
- c. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the City harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by the City as a result thereof.
- d. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.
- e. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions, relating to liability for injury to or death of persons and damage to property. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the City may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.

GC40. AUTOMOBILE LIABILITY INSURANCE

Contractor shall take out and maintain at all times during the term of this Contract Automobile Liability Insurance in the amount of, at least, one million dollars (\$1,000,000). Such insurance shall provide coverage for bodily injury and property damage including coverage for non-owned and hired vehicles, in a form and with insurance companies acceptable to the City. Such insurance shall comply with the provisions of Article 30 below.

GC41. BUILDER'S RISK ["ALL RISK"]

- a. It is the Contractor's responsibility to maintain or cause to be maintained Builder's Risk ["All Risk"] extended coverage insurance on all work, material, equipment, appliances, tools, and structures which are a part of the Contract and subject to loss or damage by fire, and vandalism and malicious mischief, in an amount to cover 100% of the replacement cost. The City accepts no responsibility until the Contract is formally accepted by the Governing Board for the work. The Contractor is required to file with the City a certificate evidencing fire insurance coverage.
- b. Provide insurance coverage on completed value form, all-risk or special causes of loss coverage.
 - 1) Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the Contract.
 - 2) Coverage shall include all materials stored on site and in transit.
 - 3) Coverage shall include Contractor's tools and equipment.
 - 4) Insurance shall include boiler, machinery and material hoist coverage.
- c. Such insurance shall comply with the provisions of the Contract Documents.

GC42. FORM AND PROOF OF CARRIAGE OF INSURANCE

- a. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the City Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VIII. Insurance deductibles or self-insured retentions must be declared by the Contractor, and such deductibles and retentions shall have the prior written consent from the City. At the election of the City the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- b. Contractor shall cause its insurance carrier(s) to furnish the City with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by the City Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. The City, its Director's and officers, employees, agents or representatives are named as Additional Insureds and Provide a Waiver of Subrogation in favor of those parties. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that shall provide no less than thirty (30) days written notice be given to the City prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the City may terminate or Stop Work pursuant to the Contract Documents, unless the City receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of

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endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Project site, or commence operations under this Agreement until the City has been furnished original Certificate(s) of Insurance and certified original copies of Endorsements or policies of insurance including all Endorsements and any and all other attachments as required in this Section. The original Endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

- c. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and the City's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- d. The City reserves the right to adjust the monetary limits of insurance coverage's during the term of this Contract including any extension thereof-if in the City's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.
- e. Contractor shall pass down the insurance obligations contained herein to all tiers of sub-contractors working under this Contract.

GC43. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- a. **Time for Completion/Liquidated Damages.** Work shall be commenced within ten (10) days of the date stated in the City's Notice to Proceed and shall be completed by Contractor in the time specified in the Contract Documents. The City is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the City's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from the City (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If The Work is not completed as stated in the Contract Documents, it is understood that the City will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, **the sum of \$2,000 for each day of delay** until The Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.
- b. **Inclement Weather.** Contractor shall abide the Engineer's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule.
- c. **Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of The Work due to unforeseeable causes beyond the control and

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without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within five (5) Days of identifying any such delay notify the City in writing of causes of delay. The City shall ascertain the facts and extent of delay and grant extension of time for completing The Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Project beyond the Contract completion date.

- d. **No Damages for Reasonable Delay.** The City's liability to Contractor for delays for which the City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the City be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable City delay, including delays caused by items that are the responsibility of the City pursuant to Government Code section 4215, shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

GC44. COST BREAKDOWN AND PERIODIC ESTIMATES

Contractor shall furnish on forms Approved by the City:

- a. Within ten (10) Days of award of the Contract a detailed estimate giving a complete breakdown of the Contract price;
- b. A monthly itemized estimate of Work done for the purpose of making progress payments. In order for the City to consider and evaluate each progress payment application, the Contractor shall submit a detailed measurement of Work performed and a progress estimate of the value thereof before the tenth (10th) Day of the following month.
- c. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by the Engineer, for unit price items listed, if any, in the Bid Form.
- d. Following the City's Acceptance of the Work, the Contractor shall submit to the City a written statement of the final quantities of unit price items for inclusion in the final payment request.
- e. The City shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

GC45. MOBILIZATION

- a. When a bid item is included in the Bid Form for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate ("Initial Mobilization"). When no bid item is provided

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for “Initial Mobilization,” payment for such costs will be deemed to be included in the other items of The Work.

- b. Payment for Initial Mobilization based on the lump sum provided in the Bid Form, which shall constitute full compensation for all such Work. No payment for Initial Mobilization will be made until all of the listed items have been completed to the satisfaction of the Engineer. The scope of the Work included under Initial Mobilization shall include, but shall not be limited to, the following principal items:
1. Obtaining and paying for all bonds, insurance, and permits.
 2. Moving on to the Project site of all Contractor’s plant and equipment required for first month’s operations.
 3. Installing temporary construction power, wiring, and lighting facilities.
 4. Establishing fire protection system.
 5. Developing and installing a construction water supply.
 6. Providing and maintaining the field office trailers for the Contractor and the Engineer, complete, with all specified furnishings and utility services including telephones, telephone appurtenances, computer and printer, and copying machine.
 7. Providing on-site communication facilities for the Owner and the Engineer, including telephones, radio pagers, and fax machines.
 8. Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.
 9. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer’s specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.
 10. Arranging for and erection of Contractor’s work and storage yard, including required project signage.
 11. Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.
 12. Full-time presence of Contractor’s superintendent at the job site as required herein.
 13. Submittal of Construction Schedule as required by the Contract Documents.

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GC46. PAYMENTS

- a. The City shall make monthly progress payments following receipt of undisputed and properly submitted payment requests. Contractor shall be paid a sum equal to ninety percent (95%) of the value of Work performed up to the last day of the previous month, less the aggregate of previous payments.
- b. The Contractor shall, after the full completion of The Work, submit a final payment application. All prior progress estimates shall be subject to correction in the final estimate and payment.
- c. Unless otherwise required by law, the final payment of ten percent (5%) of the value of the Work, if unencumbered, shall be paid no later than sixty (60) Days after the date of recordation of the Notice of Completion.
- d. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the City arising from this Contract.
- e. Payments to the Contractor shall not be construed to be an acceptance of any defective work or improper materials, or to relieve the Contractor of its obligations under the Contract Documents.
- f. The Contractor shall submit with each payment request the Contractor's conditional waiver of lien for the entire amount covered by such payment request, as well as a valid unconditional waiver of lien from the Contractor and all subcontractors and materialmen for all work and materials included in any prior invoices. Waivers of lien shall be in the forms prescribed by California Civil Code Section 3262. Prior to final payment by the City, the Contractor shall submit a final waiver of lien for the Contractor's work, together with releases of lien from any subcontractor or materialmen.

GC47. PAYMENTS WITHHELD AND BACKCHARGES

In addition to amounts which the City may retain under other provisions of the Contract Documents the City may withhold payments due to Contractor as may be necessary to cover:

- a. Stop Notice Claims.
- b. Defective work not remedied.
- c. Failure of Contractor to make proper payments to its subcontractors or suppliers.
- d. Completion of the Contract if there exists a reasonable doubt that the work can be completed for balance then unpaid.
- e. Damage to another contractor or third party.
- f. Amounts which may be due the City for claims against Contractor.

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- g. Failure of Contractor to keep the record (“as-built”) drawings up to date.
- h. Failure to provide updates on the construction schedule.
- i. Site clean up.
- j. Failure of the Contractor to comply with requirements of the Contract Documents.
- k. Ligated damages.
- l. Legally permitted penalties.

Upon completion of the Contract, the City will reduce the final Contract amount to reflect costs charged to the Contractor, backcharges or payments withheld pursuant to the Contract Documents.

GC48. CHANGES AND EXTRA WORK

a. Change Order Work.

- 1) The City, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, the Contract amount and Contract time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract amount or the Contract time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.
- 2) All claims for additional compensation to the Contractor shall be presented in writing before the expense is incurred and will be adjusted as provided herein. No work shall be allowed to lag pending such adjustment, but shall be promptly executed as directed, even if a dispute arises. No claim will be considered after the work in question has been done unless a written contract change order has been issued or a timely written notice of claim has been made by Contractor. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions and provisions of the original Contract.
- 3) Owner Initiated Change. The Contractor must submit a complete cost proposal, including any change in the Contract time, within seven (7) Days after receipt of a scope of a proposed change order, unless the City requests that proposals be submitted in less than seven (7) Days.
- 4) Contractor Initiated Change. The Contractor must give written notice of a proposed change order required for compliance with the Contract Documents within seven (7) Days of discovery of the facts giving rise to the proposed change order.

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- 5) Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the City.
- 6) Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the City.
- 7) If the Contractor fails to submit the cost proposal within the seven (7) Day period (or as requested), the City has the right to order the Contractor in writing to commence the work immediately on a force account basis and/or issue a lump sum change to the contract price in accordance with the City's estimate of cost. If the change is issued based on the City estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following completion of the added/deleted work, the Contractor presents written proof that the City's estimate was in error.
- 8) Estimates for lump sum quotations and accounting for cost-plus-percentage work shall be limited to direct expenditures necessitated specifically by the subject extra work, and shall be segregated as follows:
 - (a) Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless the contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.
 - (b) Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials cost shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) Days of delivery, then the Engineer shall determine the materials cost, at its sole discretion.
 - (c) Tool and Equipment Use. No payment will be made for the use of small tools, tools which have a replacement value of \$1,000 or less. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed.
 - (d) Overhead, Profit and Other Charges. The mark-up for overhead (including supervision) and profit on work added to the Contract shall be according to the following:

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- i. “Net Cost” is defined as consisting of costs of labor, materials and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up.
 - ii. For Work performed by the Contractor’s forces the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work.
 - iii. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work to which the Contractor may add five (5%) percent of the subcontractor’s Net Cost.
 - iv. For Work performed by a sub-subcontractor the added cost for overhead and profit shall not exceed fifteen (15 %) percent of the Net Cost for Work to which the subcontractor and general contractor may each add an additional five (5 %) percent of the Net Cost of the lower tier subcontractor.
 - iv. No additional mark up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by City exceed twenty-five (25%) percent of the Net Cost as defined herein.
- 9) For added or deducted Work by subcontractors, the Contractor shall furnish to the City the subcontractor’s signed detailed estimate of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors.
- 10) For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the City a detailed estimate or quotation of the cost to the Contractor, signed by such vendor or supplier.
- 11) Any change in The Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.
- 12) Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the change order for work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the City’s change order form in an attempt to reserve additional rights.

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- 13) If the City disagrees with the proposal submitted by Contractor, it will notify the Contractor and the City will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the City, a change order will be issued by the City. If no agreement can be reached, the City shall have the right to issue a unilateral change order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the City within fifteen (15) Days of the issuance of the unilateral change order, disputing the terms of the unilateral change order.
- 14) No dispute, disagreement or failure of the parties to reach agreement on the terms of the change order shall relieve the Contractor from the obligation to proceed with performance of the work, including extra work, promptly and expeditiously.
- 15) Any alterations, extensions of time, extra work or any other changes may be made without securing consent of the Contractor's surety or sureties.

GC49. OCCUPANCY

The City reserves the right to occupy or utilize any portion of The Work at any time before completion, and such occupancy or use shall not constitute Acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

GC50. INDEMNIFICATION

Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, agents, employees, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, with counsel of City's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its officials, officers, agents, employees and representatives. To the extent of its liability, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse City, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

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GC51. RECORD (“AS BUILT”) DRAWINGS

- a. Contractor shall prepare and maintain a complete set of record drawings (herein referred to as “as-builts”) and shall require each trade to prepare its own as-builts. The as-builts must show the entire site for each major trade, including but not limited to water, sewer, electrical, data, telephone, cable, fire alarm, gas and plumbing. Contractor shall mark the as-builts to show the actual installation where the installation varies from the Work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and where shop drawings are used, Contractor must record a cross-reference at the corresponding location on the contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall use colors to distinguish variations in separate categories of The Work.
- b. Contractor shall note related change order numbers where applicable. Contractor shall organize as-builts into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates and other identification on the cover of each set. Contractor to also provide an electronic version of the as-builts. The suitability of the as-builts will be determined by the Engineer.

GC52. RESOLUTION OF CONSTRUCTION CLAIMS

- a. In accordance with Public Contract Code Sections 20104 *et seq.* and other applicable law, public works claims of \$375,000 or less which arise between the Contractor and the City shall be resolved under the following the statutory procedure unless the City has elected to resolve the dispute pursuant to Public Contract Code Section 10240 *et seq.*
- b. **All Claims:** All claims shall be submitted in writing and accompanied by substantiating documentation. Claims must be filed on or before the date of final payment unless other notice requirements are provided in the contract. "Claim" means a separate demand by the claimant for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the claimant and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled, or (3) an amount the payment of which is disputed by the City.
- c. **Claims Under \$50,000.** The City shall respond in writing to the claim within 45 days of receipt of the claim, or, the City may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have. If additional information is needed thereafter, it shall be provided upon mutual agreement of the City and the claimant. The City's written response shall be submitted 15 days after receiving the additional documentation, or within the same period of time taken by the claimant to produce the additional information, whichever is greater.
- d. **Claims over \$50,000 but less than or equal to \$375,000.** The City shall respond in writing within 60 days of receipt, or, may request in writing within 30 days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims the City may have against the claimant. If additional information is needed thereafter, it

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shall be provided pursuant to mutual agreement between the City and the claimant. The City's response shall be submitted within 30 days after receipt of the further documents, or within the same period of time taken by the claimant to produce the additional information or documents, whichever is greater. The Contractor shall make these records and documents available at all reasonable times, without any direct charge.

- e. The Contractor will submit the claim justification in the following format:
- 1) Summary of claim merit and price, and Contract clause pursuant to which the claim is made.
 - 2) List of documents relating to claim
 - (a) Specifications
 - (b) Drawings
 - (c) Clarifications (Requests for Information)
 - (d) Schedules
 - (e) Other
 - 3) Chronology of events and correspondence
 - 4) Analysis of claim merit
 - 5) Analysis of claim cost
 - 6) Analysis of time impact analysis in CPM format
 - 7) Cover letter and certification of validity of the claim
- f. If the claimant disputes the City's response, or if the City fails to respond within the statutory time period(s), the claimant may so notify the City within 15 days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, the City shall schedule a meet and confer conference within 30 Days.
- g. If following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code 900 et seq. and Government Code 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.
- h. Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by City, is a condition precedent to any

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action, proceeding, litigation, suit, general conditions claim, or demand for arbitration by Contractor.

GC53. CITY’S RIGHT TO TERMINATE CONTRACT

a. **Termination for Cause:** The City may, without prejudice to any other right or remedy, serve written notice upon Contractor of its intention to terminate this Contract if the Contractor: (i) refuses or fails to prosecute The Work or any part thereof with such diligence as will ensure its completion within the time required; (ii) fails to complete The Work within the required time; (iii) should file a bankruptcy petition or be adjudged a bankrupt; (iv) should make a general assignment for the benefit of its creditors; (v) should have a receiver appointed; (vi) should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials to complete the work; (vii) should fail to make prompt payment to subcontractors or for material or labor; (viii) persistently disregard laws, ordinances, other requirements or instructions of the City; or (ix) should violate any of the provisions of the Contract Documents.

The notice of intent to terminate shall contain the reasons for such intention to terminate. Unless within ten (10) Days after the service of such notice, such condition shall cease or satisfactory arrangements (acceptable to the City) for the required correction are made, this Contract shall be terminated. In such case, Contractor shall not be entitled to receive any further payment until the Project has been finished. The City may take over and complete The Work by any method it may deem appropriate. Contractor and its surety shall be liable to the City for any excess costs or other damages incurred by the City to complete the Project. If the City takes over The Work, the City may, without liability for so doing, take possession of and utilize in completing The Work such materials, appliances, plant, and other property belonging to the Contractor as may be on the Project site.

b. **Termination For Convenience:** The City may terminate performance of The Work in whole or, in part, if the City determines that a termination is in the City's interest.

The Contractor shall terminate all or any part of The Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the City, the extent of termination, and the effective date of such termination.

After receipt of Notice of Termination, and except as directed by the City, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

- 1) Stop Work as specified in the Notice.
- 2) Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
- 3) Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is

situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.

- 4) Terminate all subcontracts to the extent that they relate to the portions of The Work terminated.
 - 5) Place no further subcontracts or orders, except as necessary to complete the remaining portion of The Work.
 - 6) Submit to the City, within ten (10) Days from the effective date of the Notice of Termination, all of the documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the City's exercise of its right to terminate this Contract pursuant to this clause, which costs the Contractor is authorized under the Contract Documents to incur, shall: (i) be submitted to and received by the City no later than thirty (30) Days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs Occasioned by the City's Termination for Convenience."
 - 7) These provisions are in addition to and not in limitation of any other rights or remedies available to the City.
- c. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the City may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of the City or the Contract is terminated.

GC54. WARRANTY AND GUARANTEE

- a. Contractor warrants that all materials and equipment furnished under this Contract shall be new unless otherwise specified in the Contract Documents; and that all Work conforms to the Contract Document requirements and is free of any defect whether performed by the Contractor or any subcontractor or supplier.
- b. Unless otherwise stated, all warranty periods shall begin upon the filing of the Notice of Completion. Unless otherwise stated, the warranty period shall be for one year.
- c. The Contractor shall remedy at its expense any damage to City-owned or controlled real or personal property.
- d. Contractor shall furnish the City with all warranty and guarantee documents prior to final Acceptance of the Project by the City.
- e. The City shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) Days after being

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notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect, or damage; the county shall have the right to replace, repair, or otherwise remedy the defect, or damage at the Contractor's expense.

- f. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the City may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.
- g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for Work performed and Materials furnished under this Contract, the Contractor shall:
 - 1) Obtain for City all warranties that would be given in normal commercial practice;
 - 2) Require all warranties to be executed, in writing, for the benefit of the City; and
 - 3) Enforce all warranties for the benefit of the City, unless otherwise directed in writing by the City.

This Article shall not limit the City's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. The City specifically reserves all rights related to defective work, including but not limited to the defect claims pursuant to California Code of Civil Procedure Section 337.15.

GC55. DOCUMENT RETENTION & EXAMINATION

- a. In accordance with Government Code Section 8546.7, records of both the City and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.
- b. Contractor shall make available to the City any of the Contractor's other documents related to the Project immediately upon request of the City.
- c. In addition to the State Auditor rights above, the City shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the City, for a period of four (4) years after final payment.

GC56. SOILS INVESTIGATIONS

When a soils investigation report for the Project site is available, such report shall not be a part of the Contract Documents. Any information obtained from such report as to subsurface soil condition, or to elevations of existing grades or elevations of underlying rock, is approximate only and is not guaranteed. Contractor acknowledges that any soils investigation report (including any borings) was prepared for purposes of design only and Contractor is required to examine the site

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before submitting its bid and must make whatever tests it deems appropriate to determine the underground condition of the soil.

GC57. SEPARATE CONTRACTS

- a. The City reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.
- b. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the Engineer any problems with the work in place or discrepancies with the Contract Documents.
- c. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the City in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the Engineer shall decide which Contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. The City shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project site.

GC58. NOTICE AND SERVICE THEREOF

All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Bid Forms. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to City shall be addressed to the City as designated in the Notice Inviting Bids unless City designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) Days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

GC59. NOTICE OF THIRD PARTY CLAIMS

Pursuant to Public Contract Code Section 9201, the City shall provide Contractor with timely notification of the receipt of any third-party claim relating to the Contract.

GC60. STATE LICENSE BOARD NOTICE.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A

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complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

GC61. INTEGRATION

- a. Oral Modifications Ineffective. No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.
- b. Contract Documents Represent Entire Contract. The Contract Documents represent the entire agreement of the City and Contractor.

GC62. ASSIGNMENT

Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof including any claims, without prior written consent of the City. Any assignment without the written consent of the City shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such Materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

GC63. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the City in order that proper steps may be taken to have the change reflected on the Contract.

GC64. ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Section 7103.5 of the Public Contract Code, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (chapter 2 (commencing with Section 16700) of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this Contract or any subcontract. This assignment shall be made and become effective at the time the City makes final payment to the Contractor, without further acknowledgment by the parties.

GC65. PROHIBITED INTERESTS

No City official or representative who is authorized in such capacity and on behalf of the City to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or

any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

GC66. LAWS AND REGULATIONS

- a. Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified by their terms. References to specific laws, rules or regulations in this Contract are for reference purposes only, and shall not limit or affect the applicability of provisions not specifically mentioned. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, he shall bear all costs arising therefrom.
- b. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA laws, rules and regulations. Contractor shall comply with the Historic Building Code, including, but not limited to, as it relates to the ADA, whenever applicable.
- c. Contractor acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

GC67. PATENT FEES OR ROYALTIES.

The Contractor shall include in its bid amount the patent fees or royalties on any patented article or process furnished or used in the Work. Contractor shall assume all liability and responsibility arising from the use of any patented, or allegedly patented, materials, equipment, devices or processes used in or incorporated with The Work, and shall defend, indemnify and hold harmless the City, its officials, officers, agents, employees and representatives from and against any and all liabilities, demands, claims, damages, losses, costs and expenses, of whatsoever kind or nature, arising from such use.

GC68. OWNERSHIP OF DRAWING

All Contract Documents furnished by the City are City property. They are not to be used by Contractor or any subcontractor on other work nor shall Contractor claim any right to such documents. With exception of one complete set of Contract Documents, all documents shall be returned to the City on request at completion of The Work.

GC69. NOTICE OF TAXABLE POSSESSORY INTEREST

In accordance with Revenue and Taxation Code Section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

GENERAL CONDITIONS

SCOPE OF SERVICES

The purpose of this solicitation is to select a responsible Contractor to:

- Remove & legally dispose of existing bus shelters and amenities.
- Install temporary fencing.
- Remove & legally dispose of existing concrete, shelter pads, landscaping, and hardscape.
- Transport equipment and amenities from City storage facility (550 E 6th Street, Beaumont) to the location (1540 E 2nd Street, Beaumont).
- Assemble equipment on site.
- Install conduit, wiring and accessories.
- Install new concrete bus shelter pads and walkway.
- Install new bus shelters and related amenities (secure, in-place and operational).

City of Beaumont Transit Department has ordered bus shelters, benches, information kiosk, and other amenities including bike racks and trashcans for the project from Tolar Manufacturing. The shelters will be delivered to the City of Beaumont storage facility located at 550 E 6th Street, Beaumont. The equipment will be disassembled. Selected contractor will be required to move the equipment from the storage facility to the project location where it will be assembled. Anticipated delivery of the equipment is anticipated to be the week of September 6, 2021.

The location is a busy Public Transportation connection site. Hundreds of passengers from four different agencies use this location for their public transportation needs daily.

The construction timeline is important. The selected contractor should temporarily fence off the construction site while the project is underway.

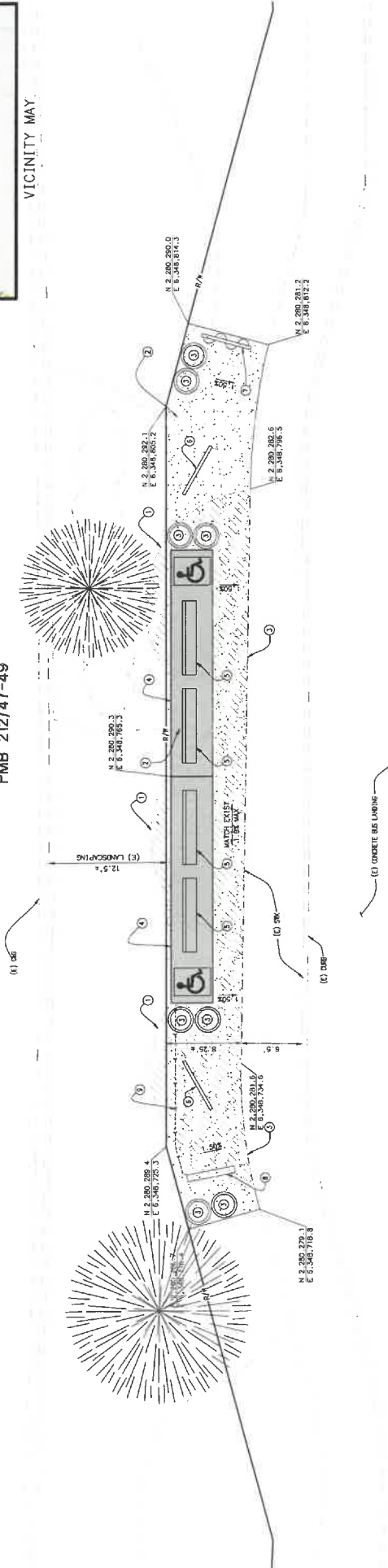
Beaumont Transit will temporarily move the bus stop location and the hundreds of passengers that use the site. Every effort should be made to complete the project as quickly as possible to minimize the disruption to the four transit agencies that use this location.

SCOPE OF SERVICES

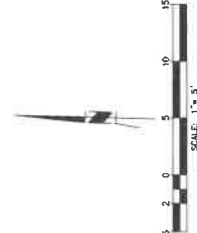


VICINITY MAP

PARCEL 1
 PARCEL MAP NO. 31239
 PMB 212/47-49



SECOND STREET

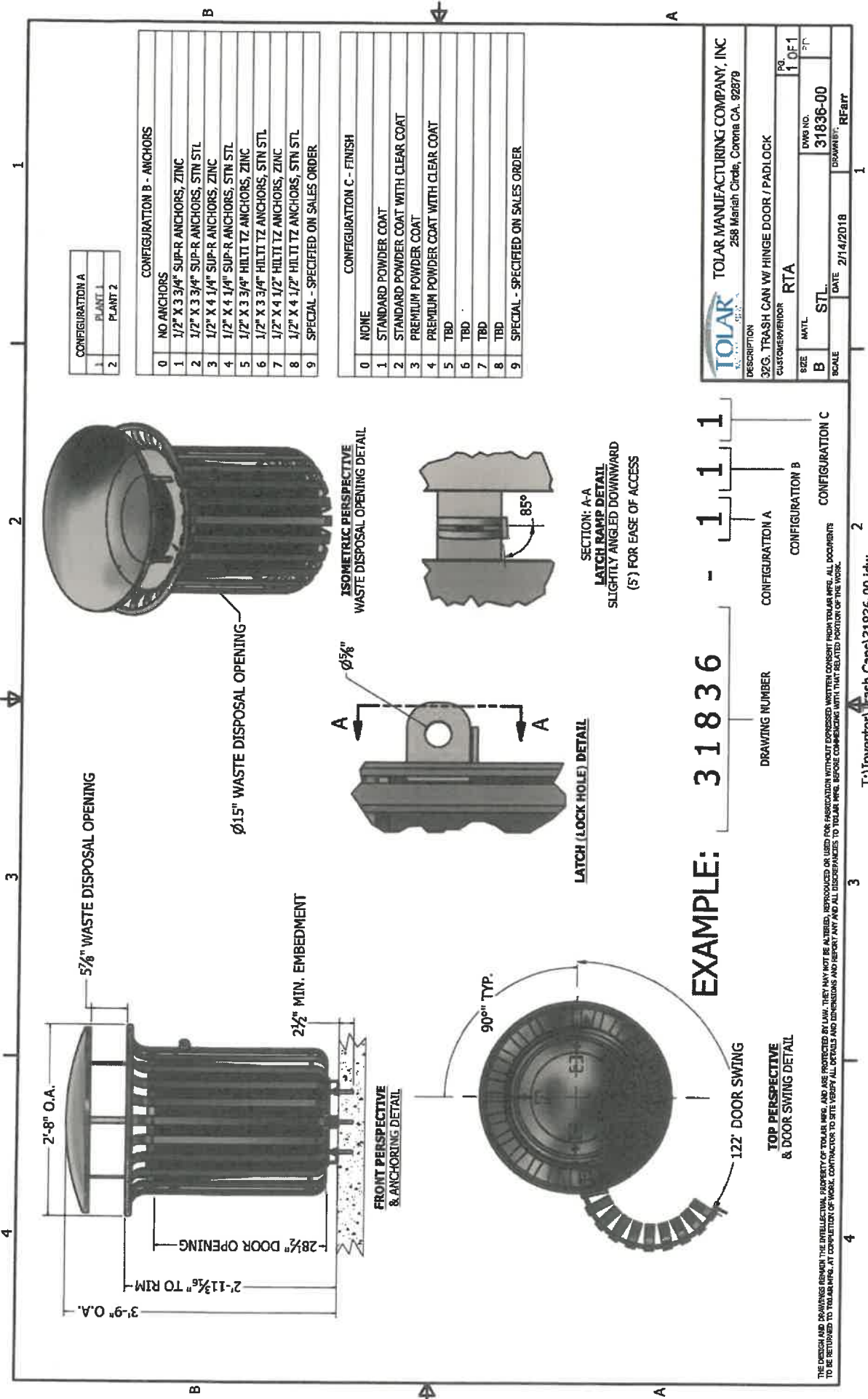


- CONSTRUCTION NOTES**
1. EXISTING CONCRETE PAVING TO BE LAID INTO PROPOSED CONCRETE
 2. CONCRETE SIDEWALK 12 INCHES E.W./D.C.
 3. CONCRETE SIDEWALK 12 INCHES E.W./D.C.
 4. 24\"/>

NOTE:
 1. COORDINATES ARE PROVIDED FOR REFERENCE. ALL DIMENSIONS AND COORDINATES SHALL BE FIELD VERIFIED.
 2. ANY CHANGES TO THIS PLAN SHALL BE APPROVED BY PUBLIC WORKS DEPARTMENT PRIOR TO INSTALLATION.

		SHEET NO. 1 OF 7 SHEETS FILE NO.
CITY OF BEAUMONT, CALIFORNIA IMPROVEMENT PLANS FOR: WALMART BUS STOP NORTHEAST CORNER OF SECOND STREET AND GARDNER WAY		REVIEWED BY: _____ DATE: _____ RECOMMENDED BY: _____ DATE: _____ APPROVED BY: _____ DATE: _____ CITY ENGINEER: _____ CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT <small>BEAUMONT, CALIFORNIA (951) 766-8800</small>
REVISIONS NO. DESCRIPTION DATE BY 1. _____ 2. _____ 3. _____ 4. _____ 5. _____	ENGINEER: _____ DATE: _____ CITY: _____	PROJECT NO.: _____ SHEET NO.: _____ DATE: _____ BY: _____ CHECKED BY: _____ IN CHARGE: _____ CITY: _____

Item 13.

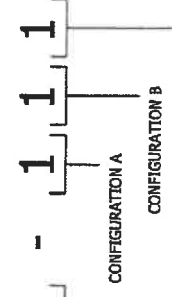
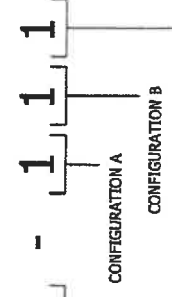
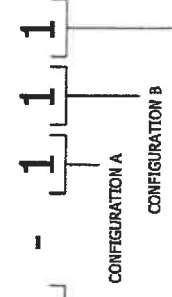


CONFIGURATION A	
1	PLANT 1
2	PLANT 2

CONFIGURATION B - ANCHORS	
0	NO ANCHORS
1	1/2" X 3 3/4" SUP-R ANCHORS, ZINC
2	1/2" X 3 3/4" SUP-R ANCHORS, STN STL
3	1/2" X 4 1/4" SUP-R ANCHORS, ZINC
4	1/2" X 4 1/4" SUP-R ANCHORS, STN STL
5	1/2" X 3 3/4" HILTI TZ ANCHORS, ZINC
6	1/2" X 3 3/4" HILTI TZ ANCHORS, STN STL
7	1/2" X 4 1/2" HILTI TZ ANCHORS, ZINC
8	1/2" X 4 1/2" HILTI TZ ANCHORS, STN STL
9	SPECIAL - SPECIFIED ON SALES ORDER

CONFIGURATION C - FINISH	
0	NONE
1	STANDARD POWDER COAT
2	STANDARD POWDER COAT WITH CLEAR COAT
3	PREMIUM POWDER COAT
4	PREMIUM POWDER COAT WITH CLEAR COAT
5	TBD
6	TBD
7	TBD
8	TBD
9	SPECIAL - SPECIFIED ON SALES ORDER

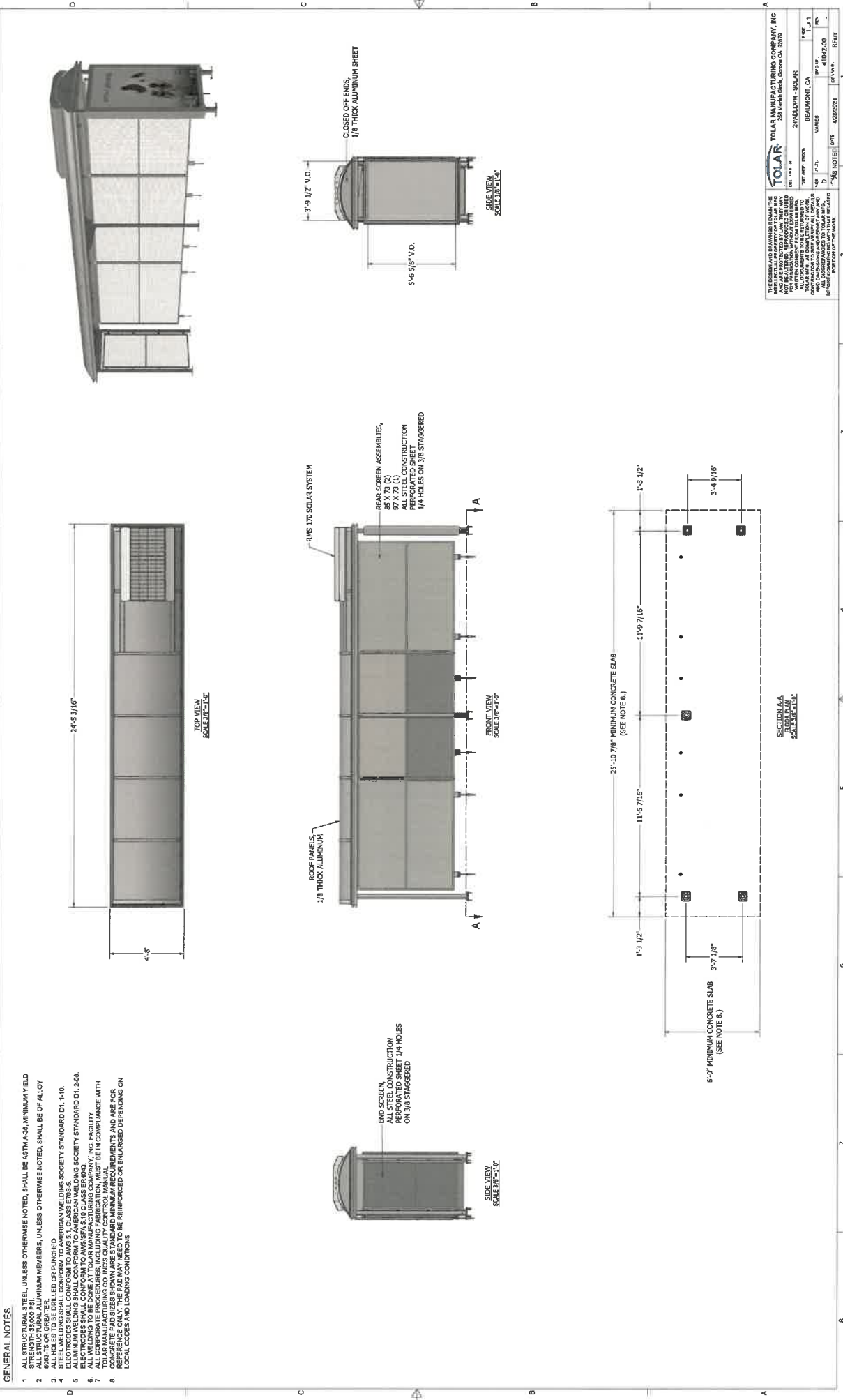
EXAMPLE: 31836



TOLAR MANUFACTURING COMPANY, INC 258 Mariah Circle, Corona CA. 92879	
DESCRIPTION 32G. TRASH CAN W/ HINGE DOOR / PADLOCK	
CUSTOMER/ENDOR	RTA
SIZE	B
MATL	STL
DWG NO.	31836-00
RS	1 OF 1
DATE	2/14/2018
DRAWN BY	RFair

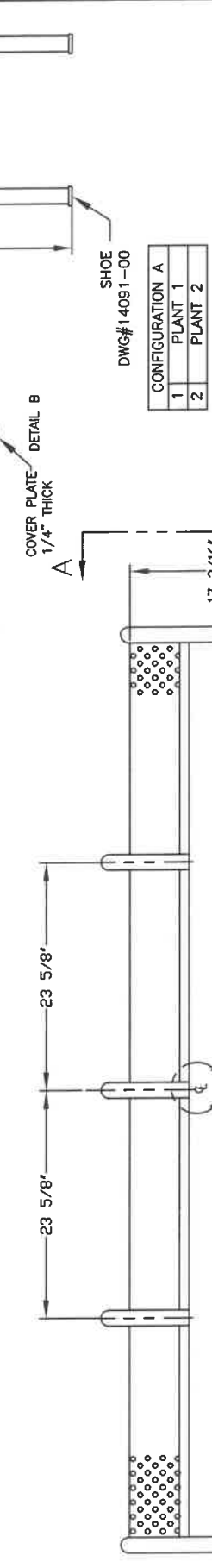
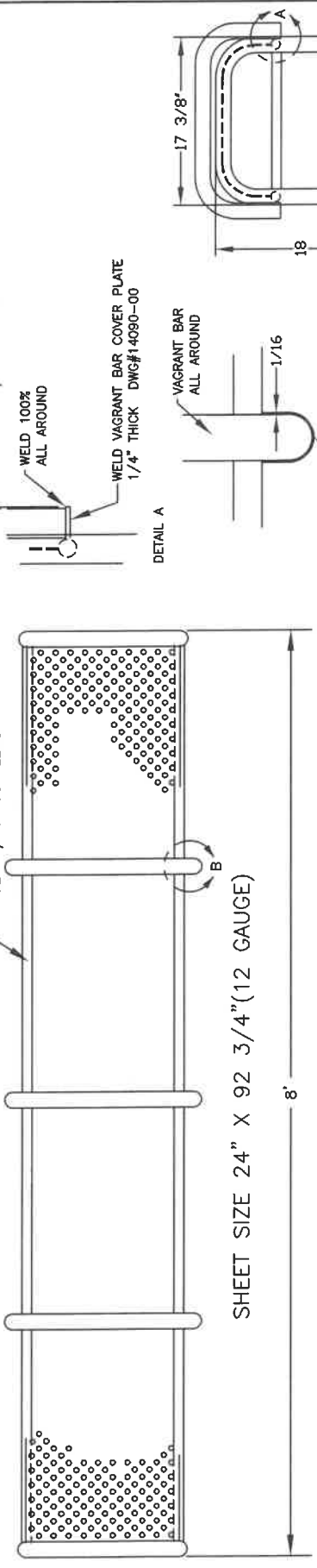
THE DESIGN AND DRAWINGS REMAIN THE INTELLECTUAL PROPERTY OF TOLAR MFG. AND ARE PROTECTED BY LAW. THEY MAY NOT BE ALTERED, REPRODUCED OR USED FOR FABRICATION WITHOUT EXPRESS WRITTEN CONSENT FROM TOLAR MFG. ALL DOCUMENTS TO BE RETURNED TO TOLAR MFG. AT COMPLETION OF WORK. CONTRACTOR TO SITE VERIFY ALL DETAILS AND DIMENSIONS AND REPORT ANY AND ALL DISCREPANCIES TO TOLAR MFG. BEFORE COMMENCING WITH ANY RELATED PORTION OF THE WORK.

T:\Inventor\Trash Cans\31836-00.idw



TOLAR MANUFACTURING COMPANY, INC 328 Highway 200, Chino, CA 91710	
PROJECT NO.	24043-DN-SOLAR
DATE	08/14/18
DESIGNER	REJUMONT, CA
CHECKER	WALDES
DATE	4/18/2020
SCALE	1" = 1'-0"
PROJECT	REF: 18-001
DATE	08/14/18
SCALE	1" = 1'-0"
PROJECT	REF: 18-001

ZONE	REV	DESCRIPTION	DATE	APPROVED
A	SEE ECR# 285		12/10/10	
B	ADDED MOUNTING DIMS.		7/18/11	VB



DWG# 14091-00

CONFIGURATION A	
1	PLANT 1
2	PLANT 2

CONFIGURATION B - ANCHORS	
0	NO ANCHORS
1	1/2" X 3 3/4" SUP-R ANCHORS, ZINC
2	1/2" X 3 3/4" SUP-R ANCHORS, STN STL
3	1/2" X 4 1/4" SUP-R ANCHORS, ZINC
4	1/2" X 4 1/4" SUP-R ANCHORS, STN STL
5	1/2" X 3 3/4" HILT TZ ANCHORS, ZINC
6	1/2" X 3 3/4" HILT TZ ANCHORS, STN STL
7	1/2" X 4 1/2" HILT TZ ANCHORS, ZINC
8	1/2" X 4 1/2" HILT TZ ANCHORS, STN STL
9	SPECIAL - SPECIFIED ON SALES ORDER

CONFIGURATION C - FINISH	
0	NONE
1	STANDARD POWDER COAT
2	STANDARD POWDER COAT WITH CLEAR COAT
3	PREMIUM POWDER COAT
4	PREMIUM POWDER COAT WITH CLEAR COAT
5	TBD
6	TBD
7	TBD
8	TBD
9	SPECIAL - SPECIFIED ON SALES ORDER

The following information is for the customer's use only. It is not intended to be used as a contract document. It is subject to change without notice. It is the responsibility of the customer to verify the information provided herein against the actual product specifications and drawings.

Tolar Manufacturing Company, Inc
 288 Mariah Circle, Corona, CA 92709

DESCRIPTION: 8" BENCH PERFORM W/3 BARS

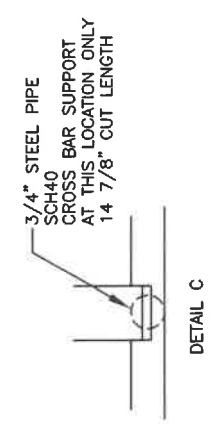
DATE: 1/28/2010

DWG NO: 12104

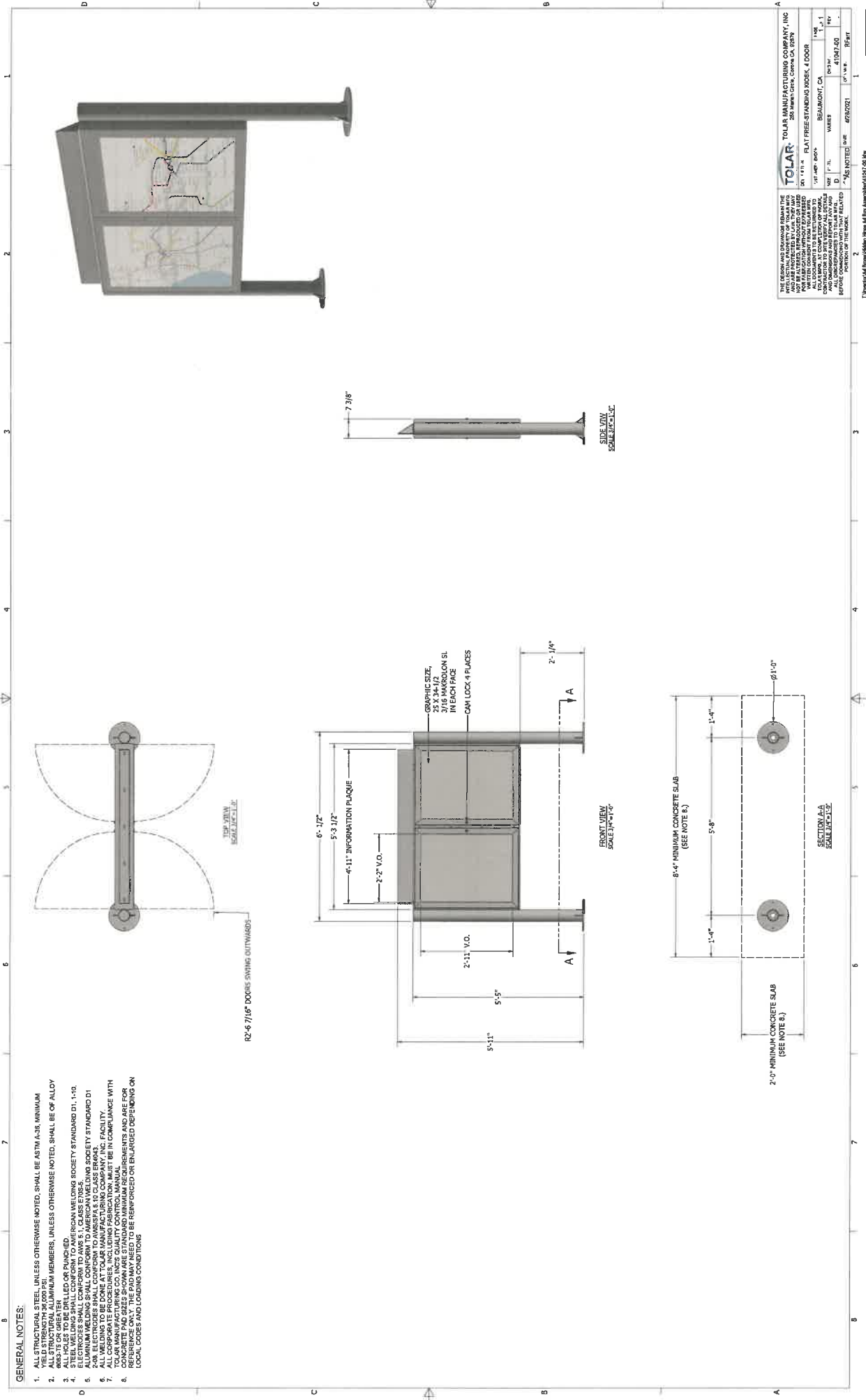
SCALE: J.W.

EXAMPLE: 1 2 1 0 4 - 1 2 1

DRAWING NUMBER CONFIGURATION A CONFIGURATION B CONFIGURATION C



THIS DRAWING IS THE PROPERTY OF TOLAR MANUFACTURING COMPANY. IT IS TO BE USED ONLY FOR THE PROJECT AND LOCATION SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF TOLAR MANUFACTURING COMPANY.

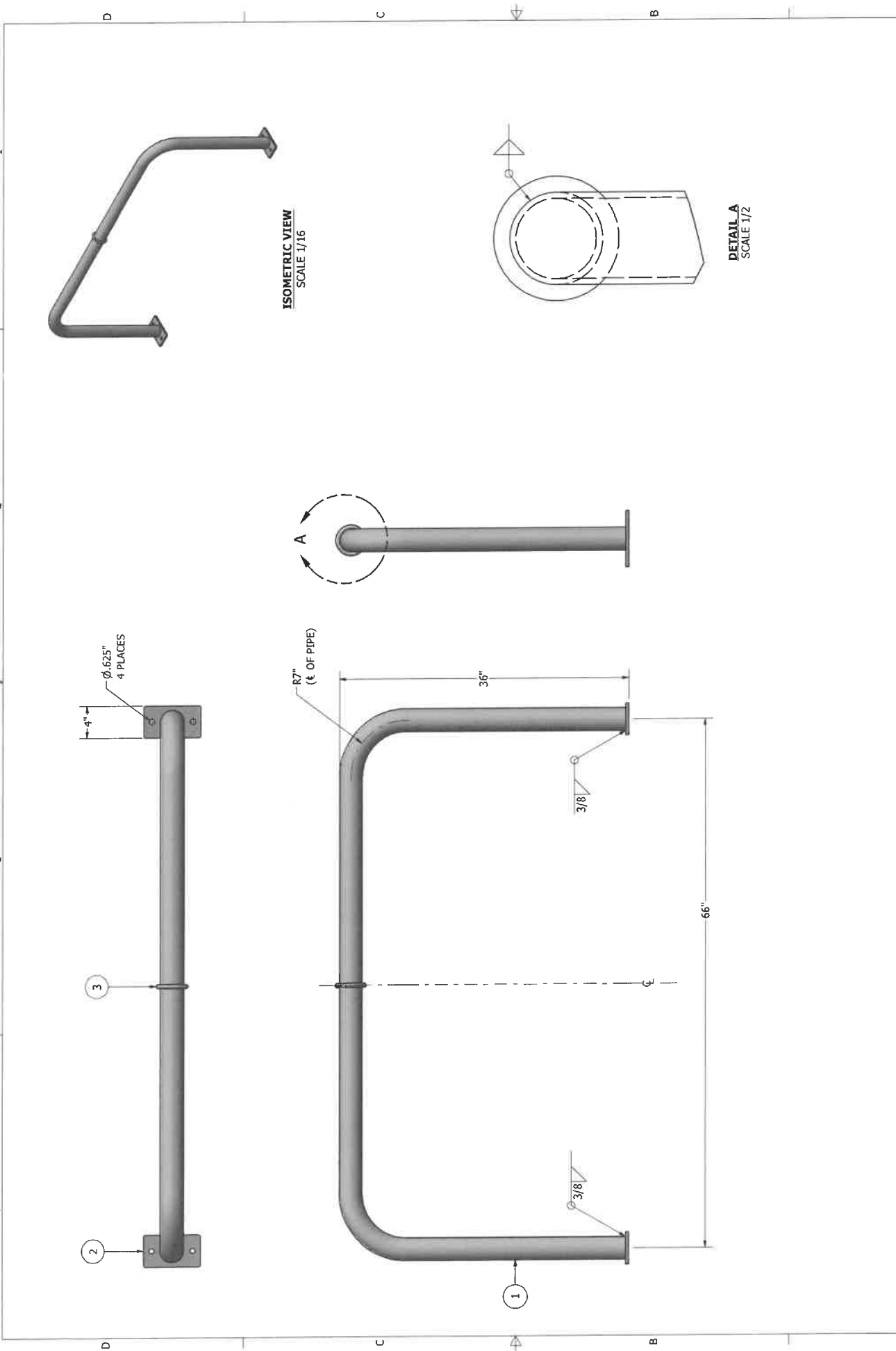


- GENERAL NOTES:**
1. ALL STRUCTURAL STEEL UNLESS OTHERWISE NOTED, SHALL BE ASTM A-36, MINIMUM YIELD STRENGTH 36,000 PSI.
 2. ALL STRUCTURAL ALUMINUM MEMBERS, UNLESS OTHERWISE NOTED, SHALL BE OF ALLOY 6061-T6.
 3. ALL HOLES TO BE DRILLED OR PUNCHED.
 4. STEEL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1, 1-10.
 5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1 2003.
 6. ALL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1 2003.
 7. ALL CORPORATE PROCEDURES, INCLUDING FABRICATION, MUST BE IN COMPLIANCE WITH THE QUALITY CONTROL MANUAL.
 8. CONCRETE PAD SIZES AND COORDINATE DIMENSIONS ARE FOR REFERENCE ONLY. THE PAD MAY NEED TO BE REINFORCED OR ENLARGED DEPENDING ON LOCAL CODES AND LOADING CONDITIONS.

<p>TOLAR TOLAR MANUFACTURING COMPANY, INC. 205 NEWPORT, CHINA, CA 92521</p>		<p>DATE: 4/10/17 DRAWN BY: [Signature] CHECKED BY: [Signature]</p>
<p>THE DESIGN AND DRAWINGS REMAIN THE PROPERTY OF TOLAR MANUFACTURING COMPANY, INC. NO PARTS OR MATERIALS ARE TO BE REPRODUCED OR COPIED WITHOUT THE WRITTEN PERMISSION OF TOLAR MANUFACTURING COMPANY, INC.</p>		<p>PROJECT: [Blank] SHEET NO.: [Blank]</p>
<p>ALL DIMENSIONS ARE UNLESS OTHERWISE SPECIFIED IN MILLIMETERS. DIMENSIONS IN PARENTHESES ARE IN INCHES.</p>		<p>SCALE: 1/4" = 1'-0"</p>
<p>ALL DIMENSIONS ARE UNLESS OTHERWISE SPECIFIED IN MILLIMETERS. DIMENSIONS IN PARENTHESES ARE IN INCHES.</p>		<p>DATE: 4/10/17 DRAWN BY: [Signature] CHECKED BY: [Signature]</p>

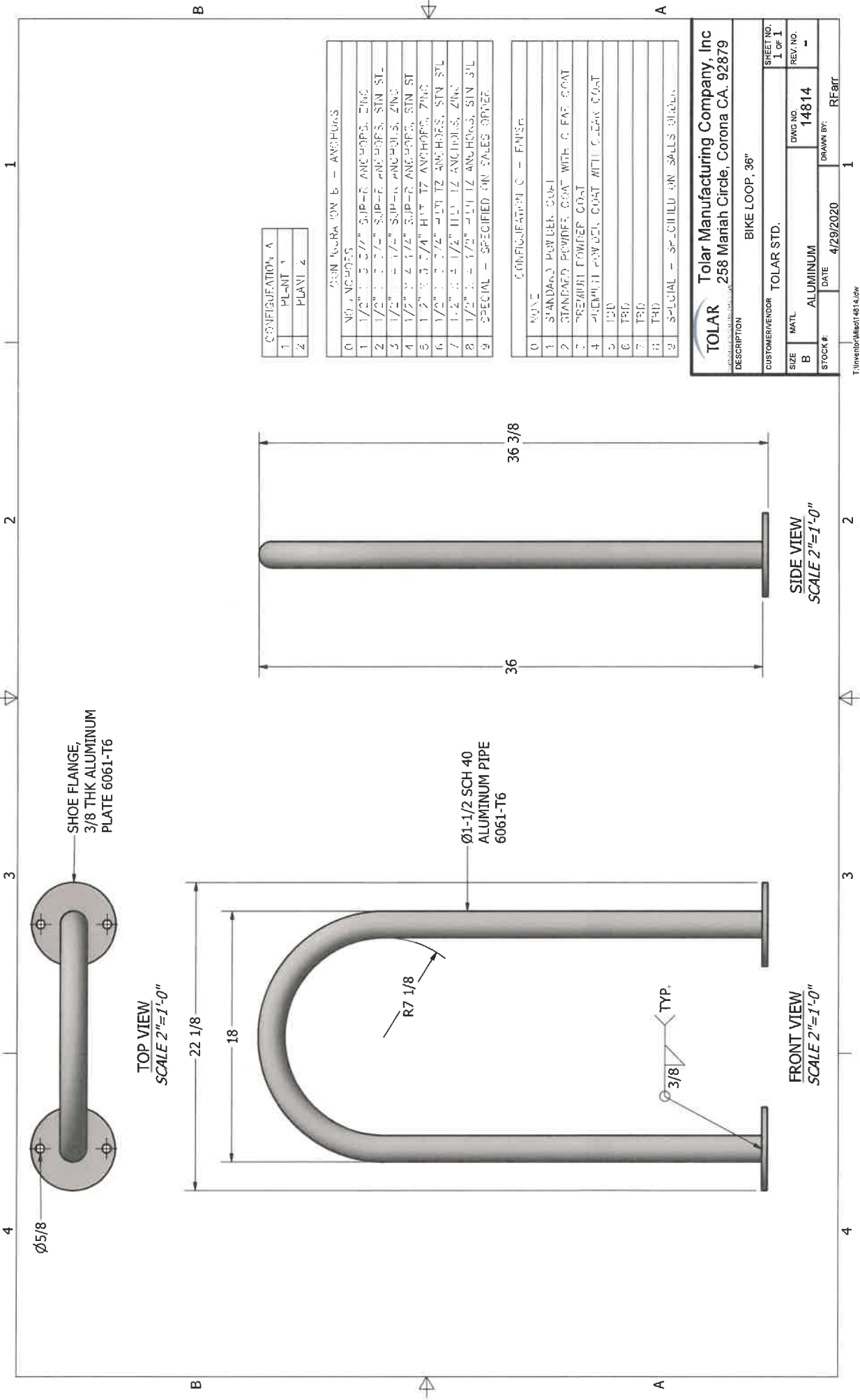
Tolar Manufacturing Company, Inc 258 Mariah Circle, Corona CA, 92879	
DESCRIPTION	LEANING BAR, 5'-6"
CUSTOMER/PROJECT	STANDARD
SIZE	MATL. 2 1/2" SCH40
C	STEEL PIPE
SCALE 1/8	DATE 6/11/2018
DRAWN BY: RA	1

Parts List		
ITEM	QTY	PART NUMBER DESCRIPTION
1	1	32506-00 LEANING BAR PIPE 5'-6"
2	2	20044-00 SHOE PLATE, LEANING BAR
3	1	1022020 RING, 4" O.D. X 3" I.D. STEEL



ISOMETRIC VIEW
SCALE 1/16

DETAIL A
SCALE 1/2



CONFIGURATION A	
1	PLATE 1
2	PLATE 2

CONFIGURATION B - ANCHORS	
0	NO ANCHORS
1	1/2" x 3 5/8" SUP-R ANCHORS, ZINC
2	1/2" x 2 7/8" SUP-R ANCHORS, STN ST.
3	1/2" x 1/2" SUP-R ANCHORS, ZINC
4	1/2" x 2 1/2" SUP-R ANCHORS, STN ST
5	1/2" x 3 7/4" HIT T2 ANCHORS, ZINC
6	1/2" x 3 7/2" HIT T2 ANCHORS, STN ST.
7	1/2" x 3 1/2" HIT T2 ANCHORS, ZINC
8	1/2" x 3 1/2" HIT T2 ANCHORS, STN ST.
9	SPECIAL - SPECIFIED ON SALES ORDER

CONFIGURATION C - FINISH	
0	NONE
1	STANDARD POWDER COAT
2	STANDARD POWDER COAT WITH CLEAR COAT
3	PREMIUM POWDER COAT
4	PREMIUM POWDER COAT WITH CLEAR COAT
5	PO
6	TPO
7	TPO
8	TPO
9	SPECIAL - SPECIFIED ON SALES ORDER

TOLAR
Tolar Manufacturing Company, Inc
258 Mariah Circle, Corona CA, 92879

DESCRIPTION: BIKE LOOP, 36"

CUSTOMER/VENDOR: TOLAR STD.

SIZE: B MATL: ALUMINUM DWG NO: 14814 SHEET NO: 1 OF 1

STOCK #: DATE: 4/29/2020 DRAWN BY: RFAIR REV. NO: -

T:\Inventory\14814.dwg

Item 13.

390

RMS RAD PV SHELTER SERIES

Transit Shelter Solar-Powered LED Lighting System



Safety Information

Notice

Thoroughly read these instructions and familiarize yourself with the equipment before installing, operating, servicing or maintaining it. The following message warns of potential hazards and offers inductions to avoid them.

This equipment should be installed, operated, serviced, and maintained only by qualified personnel. A qualified person is one who has skills and knowledge related to the construction and operation of this equipment and its installation and has received safety training to recognize and avoid the hazards involved.

⚠ DANGER

HAZARD OF BURNS, EXPLOSION, FALLING OR FALLING EQUIPMENT

- Apply appropriate personal protective equipment (PPE) and follow all local workplace safety regulations.
- This equipment must only be installed by a qualified person.
- Remove all jewelry before working with or near batteries.
- Do not short circuit batteries.
- Do not alter factory wiring.
- Do not smoke while installing or servicing this product.
- Secure all tools from falling while working overhead.
- Install batteries only after securing this to product in its intended location.
- Replace all covers, doors, or access panels after installing or servicing this product.

Failure to follow these instructions will result in death or serious injury.

Contents

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Model Numbers	5
Exploded View	6
Installation & Assembly	8
LED Fixtures & Wiring	9
Power Module(s)	13
Batteries	18
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System Self Testing	26
Troubleshooting at Installation	28
Troubleshooting Installed Systems	29
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RMS RAD PV SHELTER SERIES



Introduction

The Urban Solar Corporation RMS RAD stand-alone solar powered LED lighting system has been designed specifically to meet the requirements for security lighting in barrel roof type transit shelters and also to provide advertising panel illumination. The system has been engineered to integrate with the shelter's curved roof mechanical design in order to provide an aesthetic look and a simple installation procedure.

The RMS RAD series has been rigorously tested and is listed by Underwriters Laboratories (UL-Listed). The solar engine sizes available range from 80W to 240W depending on the geographic location and the specific lighting requirements for the bus shelter. All of the RAD series modules are designed to fit curved shelter roofs with radii of curvature ranging from 42" to 93".

Primary System Components

The RMS RAD shelter lighting system provides lighting using state-of-the-art LEDs, batteries and solar panels, integrated with an intelligent, programmable energy control module (ECM). Electricity generated by the solar panels flows to the ECM which regulates the charging of the battery bank and controls power to the LEDs. The ECM is factory-programmed to provide variable calendar-based lighting profiles (on time duration and intensity) to match the available solar insolation and user preferences.

The main system components are described below:

PV Array (solar module) - The PV array consists of one or more solar modules mounted to a metal enclosure. The solar panel array size is selected to provide enough solar charging for the system to operate dusk till dawn, at a specific brightness level, year-round at a given geographical location.

Batteries - The battery bank is composed of multiple, 18 amp-hour 12-volt cells, with quantity depending on the system size. They are sealed, lead acid, rechargeable, and provide a minimum of 5 days autonomy (i.e. the system could operate for at least 5 days with no solar charging – for example during heavy snowfall).

Luminaires - The LED luminaire contains high power white LEDs. The luminaires are driven well below their maximum power rating to increase efficiency and extend the already long life.

ECM - The Energy Control Module is the central control of the lighting system. It controls battery charging and regulates the power to the LED luminaires. The ECM also monitors the system performance to ensure the batteries will not be damaged by overcharging and will turn off the LEDs if the battery voltage falls below the low voltage disconnect (LVD) setting. Once the batteries have been sufficiently charged above the LVD, the ECM will turn the LEDs back on again.

Operating Profile – The RMS RAD has a built-in programmable energy control module (ECM) that is pre-programmed at the factory to set a calendar-based operating profile to maximize the light intensity and duration based on NASA solar insolation data for the region.

Data Logging / Retrieval - The ECM keeps a daily log of critical operating parameters such as battery voltage, solar panel and LED current. This data can be retrieved in the field in order to assess the system performance.

Model Numbers

The RMS RAD series is available with the following sizes and configurations:

For shelters with roof radius ~42”

- > RMS80 RAD42 – 80W solar-single module mounted on roof
- > RMS160 RAD42 – 160W solar-dual 80W modules mounted on roof
- > RMS120 RAD42 – 120W solar-single 120W module mounted on roof
- > RMS240 RAD42 – 240W solar-dual 120W modules mounted on roof

For shelters with roof radius ~93”

- > RMS80 RAD93 – 80W solar-single module mounted on roof
- > RMS160 RAD93 – 160W solar-dual 80W modules mounted on roof
- > RMS120 RAD93 – 120W solar-single 120W module mounted on roof
- > RMS240 RAD93 – 240W solar-dual 120W modules mounted on roof

Typically, the RMS RAD series systems are configured for both security lighting inside the shelter, as well as advertising panel lighting inside the ad-box. The basic system has one LED security light in the shelter ceiling, and two LED strip lights inside the ad-box. However, systems can be sized and configured to have additional LED lights for both security lighting and ad-panel lighting.

The number of batteries used depends on the system size and LED configuration, as well as the location and specific lighting requirements for on-time and brightness. Typically, systems are configured with 6-10 batteries connected in parallel.

Note: Battery and complete system wiring diagrams are included in this manual for various system configurations. It is imperative that the wiring of the batteries is done according to these diagrams. Failure to complete the battery and system wiring exactly as shown can result in damage to the lighting system components, controllers, or the batteries. Incorrect wiring can also lead to premature battery failure due to imbalance charging and loading of the batteries.

Exploded View

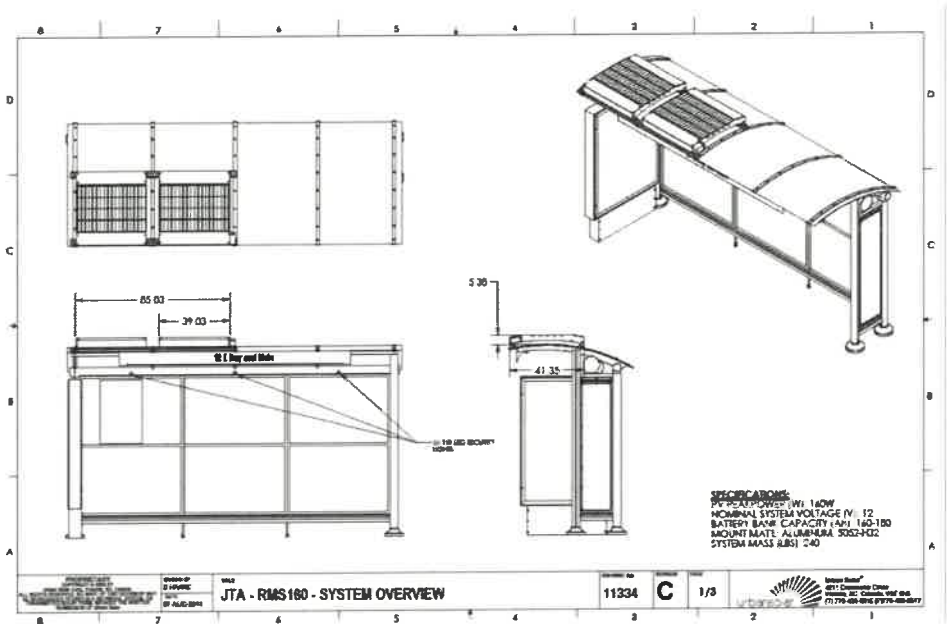


Figure 1.

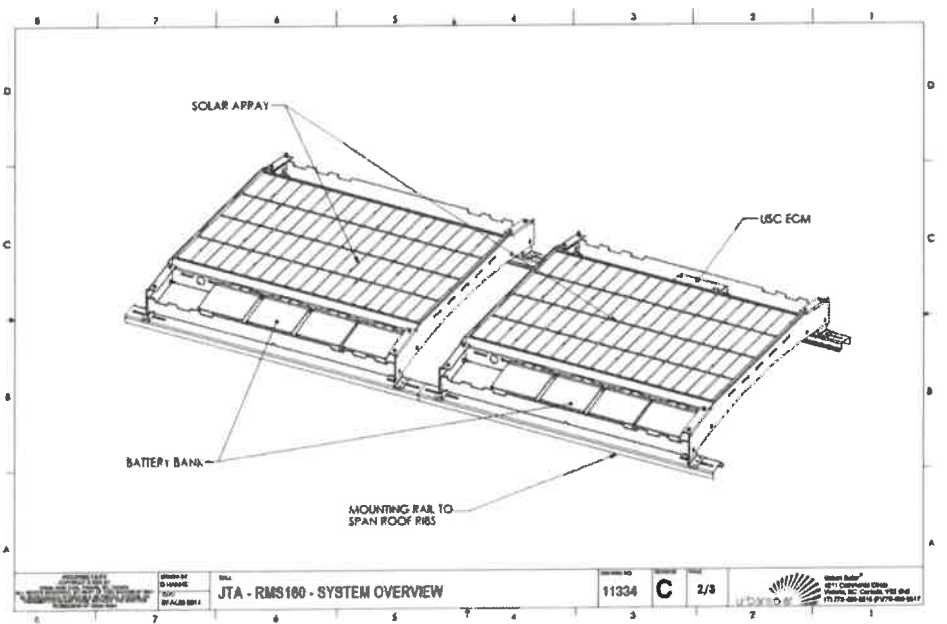


Figure 2.

RMS RAD PV SHELTER SERIES

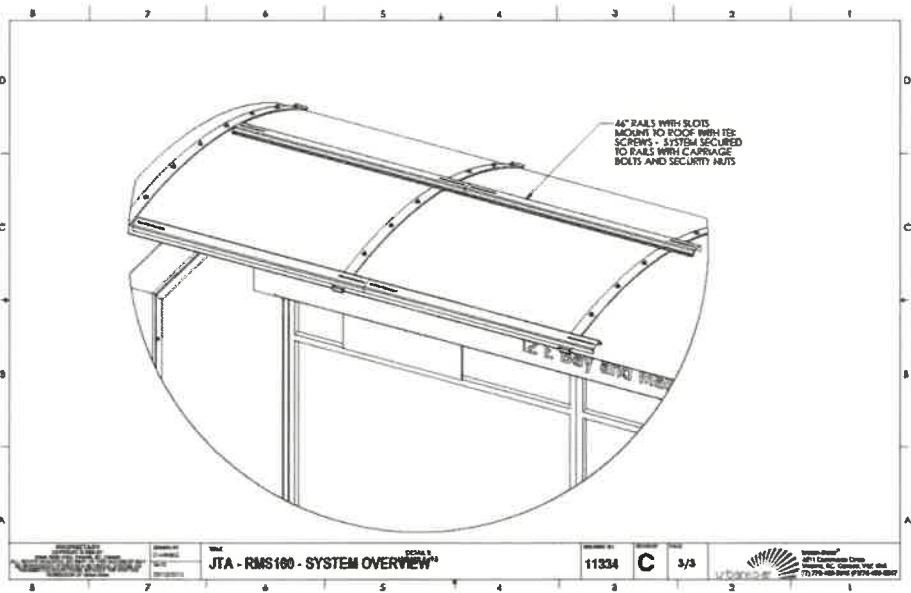


Figure 3.

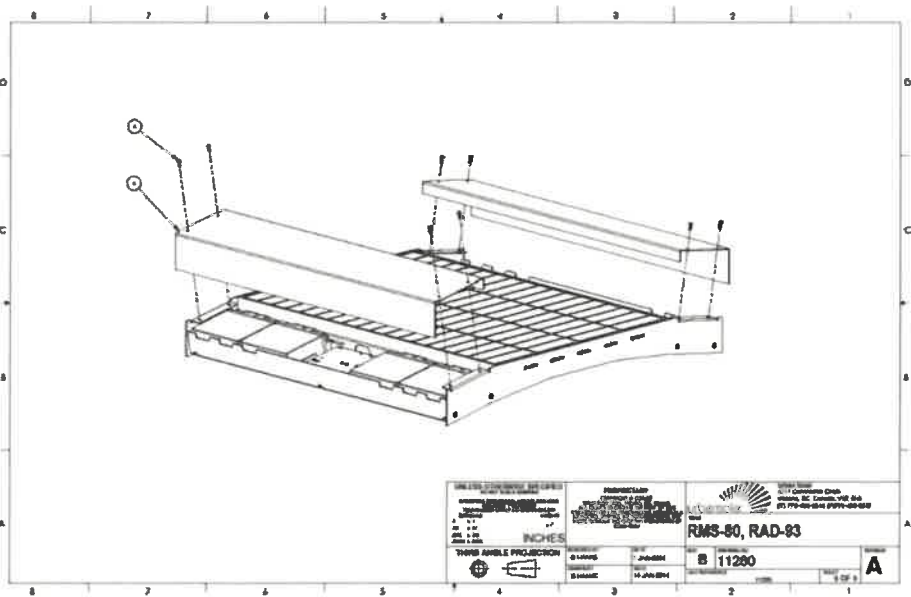


Figure 4.

Installation & Assembly Overview

Important: Failure to follow these procedures may result in system damage and failure. The order of operations when connecting LEDs, batteries, and solar panels is critical. The sequence for electrical connections is as follows:

- > Connect LED harnesses to the ECM and install LED fuses.
- > Connect main battery harnesses to the ECM and install battery fuse.
- > Connect Solar Panels to the ECM and install solar fuse.

Note: System may be also equipped with circuit breakers in place of fuses.

The reverse order should be followed if it becomes necessary to troubleshoot the system or replace any components. **Always disconnect solar first!**

Note: Do not attempt to connect the LEDs or cut/splice the LED wires with solar and/or battery power. Applied or permanent damage to the ECM may occur. Always disconnect the solar fuse (or turn off the breaker) and remove main battery fuse (or turn off the breaker) before connecting, cutting, or splicing LED harnesses.

- > Install LED fixtures and wiring per wiring schematic. Run LED wires back to approximate location of power modules.
- > Install Power Modules on shelter roof using mounting feet and / or mounting rails provided.
- > Route LED wiring into power module – use appropriate wire conduit and sealed connectors where required.
- > Install batteries and complete battery and solar wiring – refer to wiring schematic.
- > Install fuses and power-up system.

Installation – Detailed Procedures

1. Install LED fixtures and route LED wiring to power module.

Caution – Do not attempt to cut LED wire harnesses or splice LED wires with battery or solar power connected. If wires are cut with battery and / or solar connected, the ECM will be damaged. Remove all fuses and/or turn off all circuit breakers prior to wiring LEDs.



Figure 5. Round LED Fixture with Housing

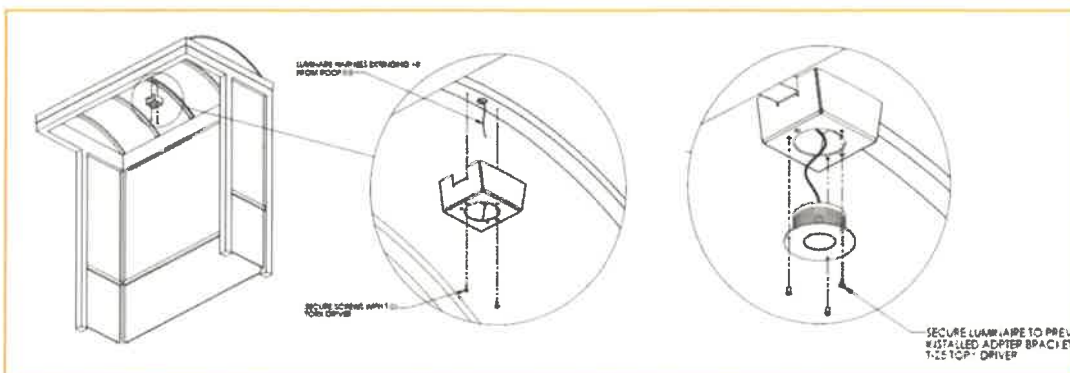


Figure 6.

Determine an appropriate location for mounting the LED fixture over the interior ceiling rib near the center of the shelter. (The LED wire harness may have been pre-run by the shelter manufacturer, and the location will have been pre-determined.)

Drill a 7/8" hole through the ceiling structural rib and roof rib, then run the LED wiring to the approximate location of the power module on top of the shelter roof – leave some extra cable to work with. A liquid-tight cable grip should be used on the topside roof rib to ensure that water does not leak into the shelter.

Mount the LED fixture housing using provided hardware or TEK screws. Pull LED wires from the topside power module location and into LED fixture housing.

Connect LED harness and secure the LED into the housing using the security screws provided.

Note: In some cases, there may be excess wire coiled inside the fixture housing or a connector on the LED fixture. If there is, then it is advised that the installer cut off the excess wire instead. The connectors will be cut off and excess wire trimmed back – the connection will then be made using wire nuts.

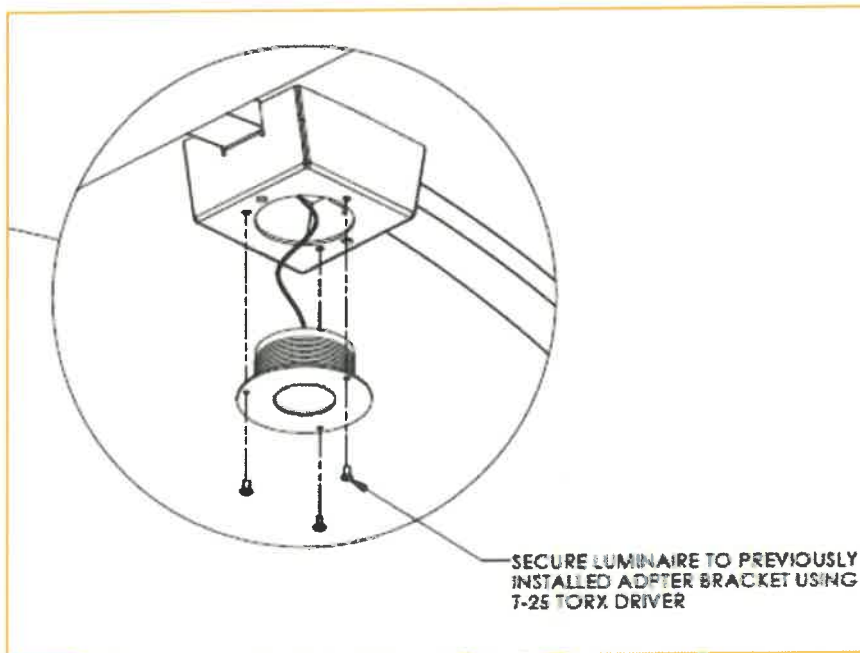


Figure 7.

2. Install LEDs in ad-box – LED strip fixtures are provided for ad-box lighting. Typically, these fixtures are mounted in the top of the ad-box as shown in Figure 8.



Figure 8.

Typically, there are two or three LED fixtures installed – they should be spaced evenly on the top of the ad-box frame. Fixtures can be secured from the inside with TEK screws as shown. However, if the TEK screws will puncture the top of the ad-box, water can potentially leak through. In this case, be sure to use appropriate hardware with rubber washers on the top side of the ad-box.

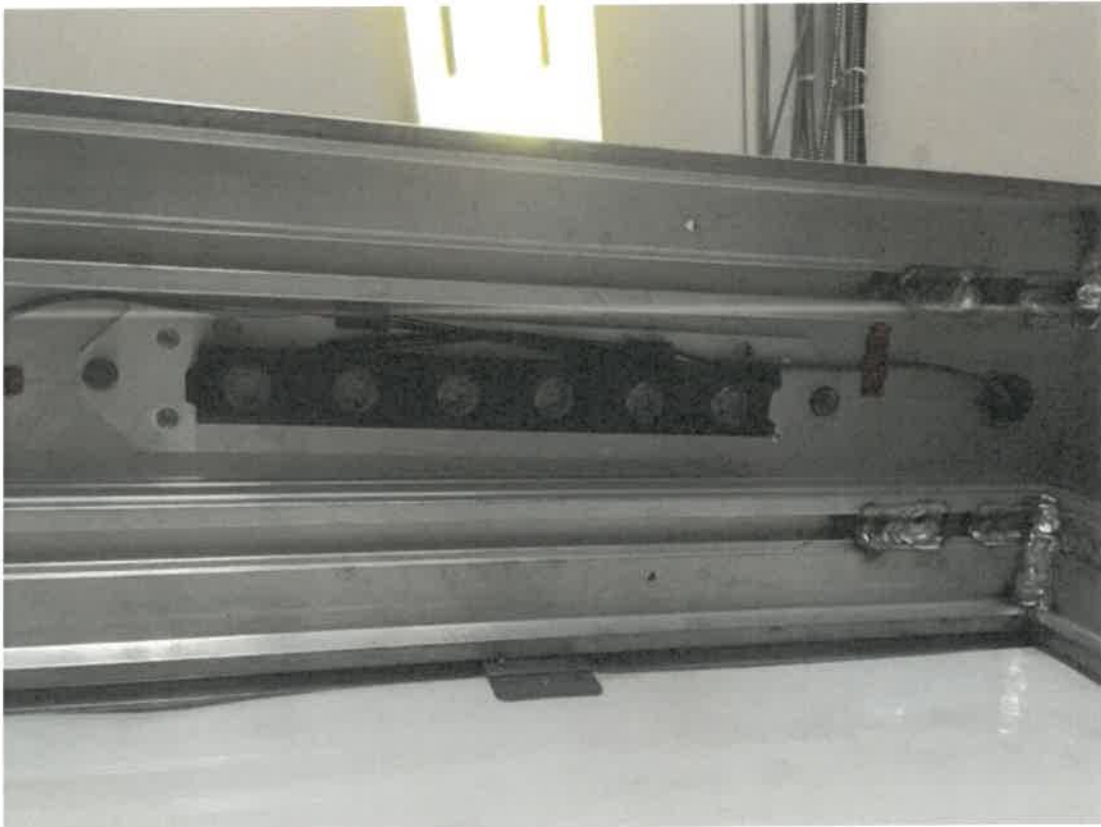


Figure 9.

The ad-box LED wiring is provided. Use the short 12" jumpers to connect the LEDs together, then run the longer LED jumper cable from the second connector on one of the LEDs through a sealed wire grip or conduit connection and through the top of the ad-box and back to the power module location. An appropriately sized, flexible conduit should be used to run the LED wiring back to the power module location. This will be done after the power module(s) is installed on the shelter roof.

Note: The LED fixtures each have two connectors. These are parallel connections – it does not matter which connector is used to make the connection to the LED.



Figure 10.

3. Install power module(s) on shelter roof.

The RMS RAD power modules can be mounted directly to the shelter roof ribs using the mounting feet provided, or if necessary, using the mounting rails in order to span the roof ribs. TEK screws will be used to secure the rails to the roof ribs, and – after wiring is completed – TEK screws will be used to secure power modules to the rails.

Once the location for the power modules has been determined, the wiring for the LED fixtures will be run into the power modules. This should be done before securing the power modules to the roof. Note – only one power module will contain an ECM controller – the LED wiring will be run into that power module with the ECM inside.

RMS RAD PV SHELTER SERIES



- 4. Position the power modules near the center of the shelter, or as specified by the Transit Authority – two examples are shown below in Figure 11.

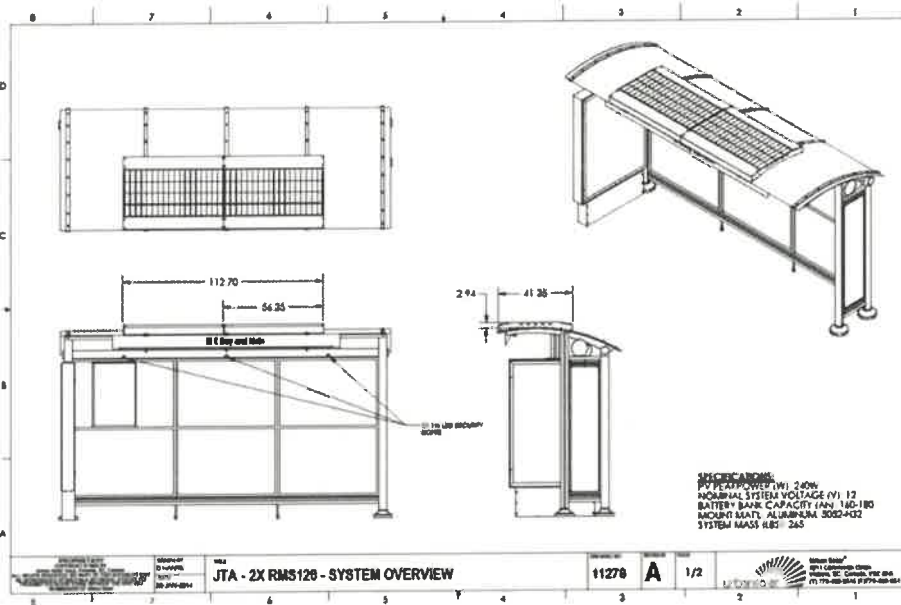


Figure 11.

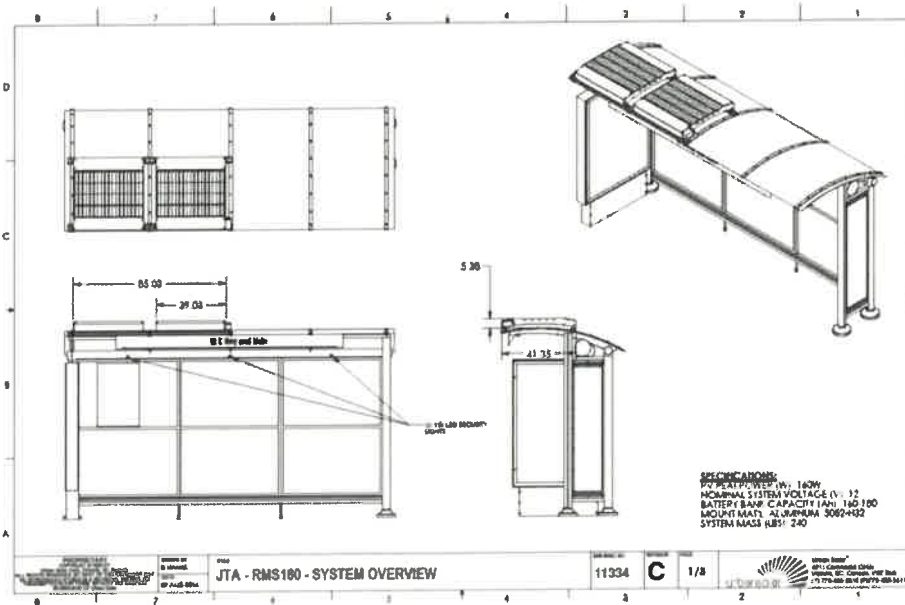


Figure 12.

5. Run the wiring for the security LED to the inside of the power module.

If one of the power modules is located directly above the location of the security LED fixture, then the LED wiring can be pulled through the roof (using a sealed wire grip) and directly into the power module containing the ECM. In this case it is not necessary to use conduit as there will be no exposed wiring – the wiring will be hidden under the power module.



Figure 13.

If the power module is not directly above the security LED fixture, then a short run of flexible conduit with sealed connectors should be used in order to ensure there is no exposed wiring. The conduit should be secured to the roof using the appropriate hardware and cable clamps as shown in Figure 14.



Figure 14.

6. Run the wiring for the ad-box LEDs to the power module.

Since all shelter architectures are different, the method of running the ad-box LED wiring to the power module will change from shelter to shelter. Typically, this is done using flexible conduit as shown in Figure 15.

The conduit is run from the underside of the power module, through the shelter roof, and into the ad-box. All connection points use sealed wire and conduit connectors. Secure conduit using straps and hardware as shown.

Do not leave exposed wiring – this will invariably lead to vandalism and potential damage to the system. Bring the LED wires into the power module containing the ECM through one of the grommets. The connections to the ECM will be made later.



Figure 15.

7. Run the solar module wiring into the power module with ECM.

Run all solar wiring through the grommets and into the module containing the ECM. The solar wires will be trimmed and stripped to make connections to the ECM solar input. This will be done after the batteries are installed.

8. Install and wire batteries.

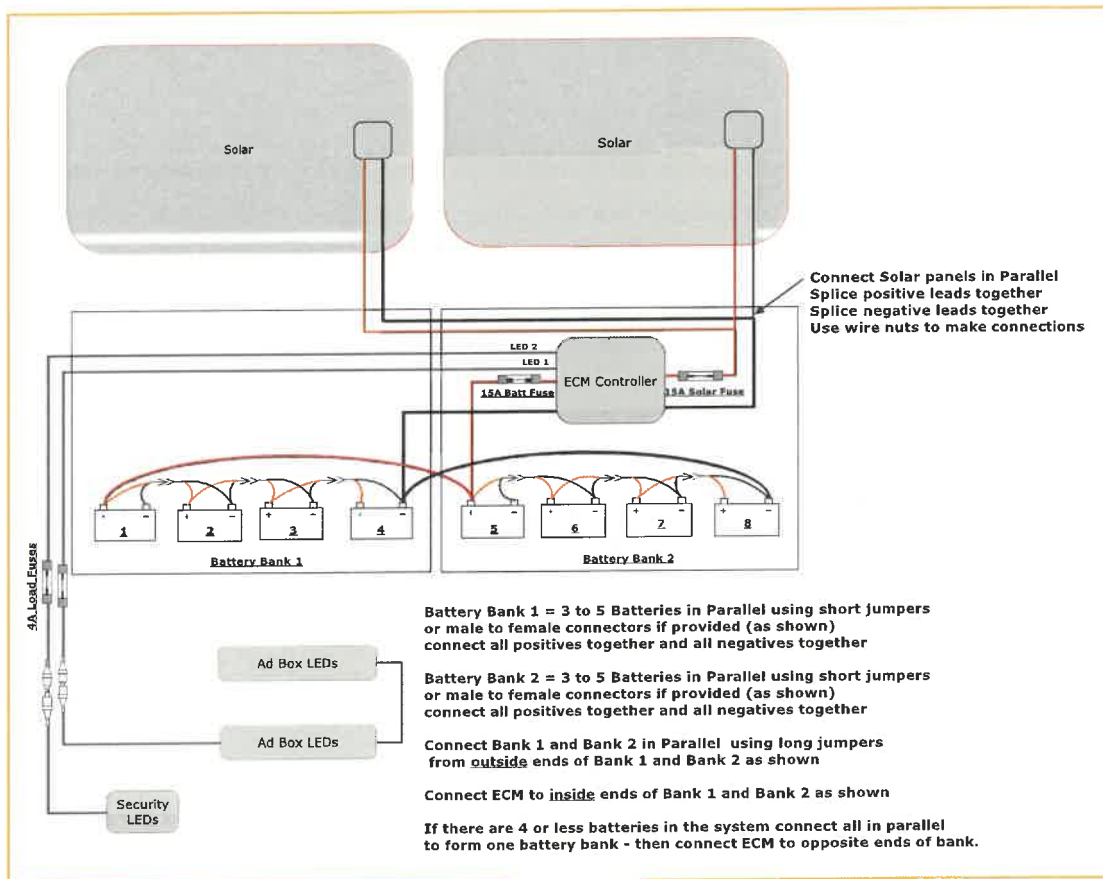


Figure 16.

Batteries are wired in parallel. If using more than 4 batteries, then batteries will be split into two equal banks as shown above. Use the jumper cables to connect all of the battery negative (-) terminals together, and to connect all the positive (+) terminals together.

Connect the two battery banks together in parallel using long jumpers as shown: From battery 1(+) to battery 5(+) and from battery 4(-) to battery 8(-).

Attach the main negative battery power cable coming from the ECM to one end of the combined battery banks - i.e. to the end with the long jumper (battery 4 in diagram).

RMS RAD PV SHELTER SERIES



Remove the inline fuse and attach the main positive battery power cable coming from the ECM to the positive battery terminal on the other end of the battery bank as shown (battery 5 in diagram). Note – we could also connect the ECM to (+) battery 1 and (-) battery 8, but to do so would require longer cable runs.

Place batteries into the battery trays as shown and install battery wiring. It is easiest to wire the batteries standing up. After the batteries are wired, they can be placed on their side in the battery trays. Be sure the terminals are on the top side as shown in Figures 17 and 18.



Figure 17.



Figure 18.

Note: Battery terminal torque specification is 4 ft-lbs. (50 inch-lbs.). Exceeding this specification could cause damage to the terminals and result in electrolyte leakage and corrosion. After the batteries have been installed and wired, silicone based anti-corrosion protection spray must be applied generously to the battery terminals and harness ring terminals to help reduce moisture and corrosion.

RMS RAD PV SHELTER SERIES



- 9. Install ECM and prepare to make LED, battery, and solar connections.

Refer to the wiring diagram. It is best to place the ECM in one of the battery trays on the opposite side of the batteries, as shown below. This allows for more room for all the wiring. The wiring from the batteries, solar panels and LED harnesses should be fed to the ECM via the circular holes with grommets in the battery trays.

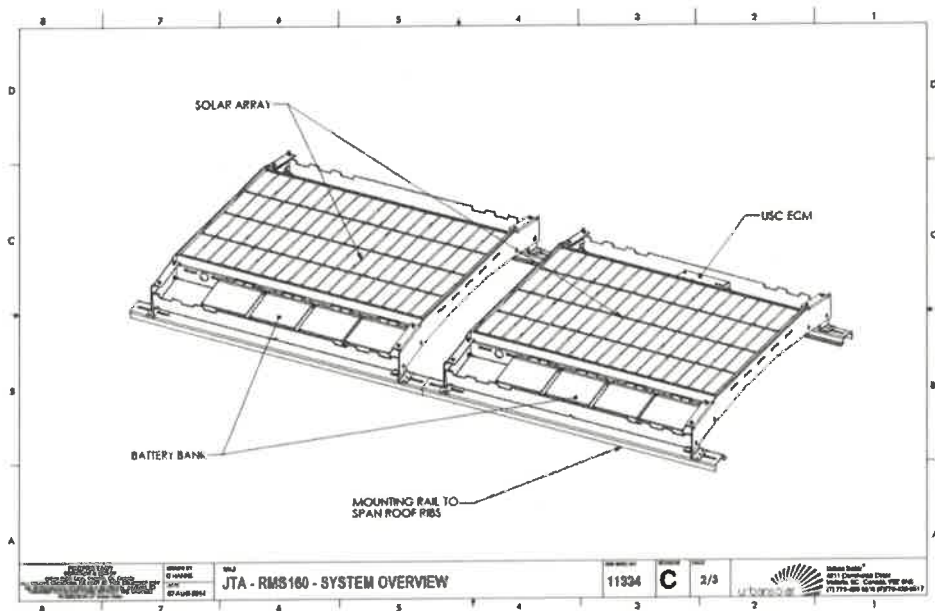


Figure 19.



Figure 20. ECM with solar, LED and battery wires

The ECM has fused connections for 2 LED channels, solar panels and batteries. All harnesses are clearly labelled. Prior to making these connections, be sure to remove all fuses.



Figure 21.

Important: Failure to follow these procedures may result in system damage and failure. The order of operations when connecting LEDs, batteries and solar panels is critical.

The sequence for electrical connections is as follows:

Note: Systems may be equipped with circuit breakers instead of fuses. In this case, "remove fuse" is equivalent to "turn off breaker" and "install fuse" is equivalent to "turn on breaker".

- > Connect LED harnesses to the ECM and install LED fuses.
- > Connect main battery harnesses to the ECM and install battery fuse (or turn on breaker).
- > Connect Solar Panels to the ECM and install solar fuse (or turn on breaker).

The reverse order should be followed if it becomes necessary to troubleshoot the system or replace any components. **Always disconnect solar first by removing the inline fuse and/or turning off the solar breaker(s).**

Important Note: Do not attempt to connect the LEDs or cut/splice the LED wires with solar and/or battery power applied or permanent damage to the ECM may occur. Always disconnect the solar fuse and remove main battery fuse (or turn off the breakers) before connecting, cutting or splicing LED harnesses.

10. Connect the ad-box and security LEDs to the ECM.

The LED harness from the ad-box LEDs is connected to ECM LED channel 1 labelled “ad-box LEDs”. The harness from the security LED inside the shelter is connected to ECM channel 2 labelled “security LED”. If using wire nuts to make connections, be sure to use electricians tape and wrap the wire and wire nut completely to ensure a secure and reliable connection.

Note: In some cases, the connectors on the LED harnesses may have to be cut off and the LED connections made using wire nuts. In this case be sure to remove all fuses (and turn off all breakers) before attempting to strip the LED wires.

11. Connect ECM to battery bank.

Remove all fuses and turn off all breakers. The ECM has clearly labelled harnesses for the main battery connections. Feed the ECM battery harnesses into the battery tray, then connect the ECM battery harnesses to the battery bank exactly as shown in the wiring diagram.

12. There will be 2 heavy gauge black cables from each solar panel. **Make sure to identify which are positive and which are negative. If in doubt, use a voltmeter to verify.** Solar panel leads will need to be trimmed to length and stripped in order to make the connections.

Refer to the wire diagram – the panels are connected in parallel with the ECM. Connect both negative solar panel cables to the black negative solar lead of the ECM and connect both positive solar panel cables to the fused positive lead. Use large-size wire nuts and strip back at least 1” of cable to ensure solid and reliable connections. Wrap with electricians tape to prevent moisture.

RMS RAD PV SHELTER SERIES



Note - Systems may be supplied with junction blocks for making these connections – refer to the system wiring diagram for details.

Caution: Solar Panels are live and producing current. Only cut through one solar panel lead at a time and avoid allowing the bare leads to contact any metal.

13. Secure solar power modules to roof.

14. Make sure all wiring is complete and that there is no exposed or sloppy wiring prior to securing power modules to the roof. Make sure the power modules are properly aligned and centered on the shelter. Secure power modules using TEK screws or appropriate fasteners/rails etc. for the specific shelter architecture.

15. Secure and tidy up all wiring.

Make sure all wiring is neat and tight. Wire ties can be used where necessary. Make sure that there will be no pinched wires once the module covers are installed. Inspect all connections and double check the wiring diagram to ensure correct wiring.

Power-up and functional test

16. Insert the fuses into the LED channel 1 and LED channel 2 harnesses. Make sure fuses are properly seated in the fuse holders.
17. Insert the fuse into the main positive battery lead and/or turn on the battery circuit breaker.

The LEDs should flash very briefly, and then turn on after 5 to 30 seconds. Note – the ad-box LEDs may turn on 1st, and after as much as 20 seconds the security LED will turn on. The LEDs will only be at a low intensity at this time. If the lights do not turn on at this time, there is a problem with the wiring. Check all connections are correct - refer to the wiring schematic.

18. Insert the solar harness fuse into the solar harness fuse holder and/or turn on the solar panel circuit breaker(s).

After approximately 5 to 30 seconds, the lights will turn off once the system recognizes that the solar panel is producing charge current and the battery voltage reaches a pre-programmed level.

Note: If the lights do not turn off when the solar panel is connected, or if they turn off and then turn on again after a few minutes, there is not necessarily a problem with the system. The LEDs are programmed to turn ON and OFF at specific times, and with specific battery and solar voltages. However, it may take 24 hours for the system to “self-calibrate”.

Double check the polarity and security of all wire connections and check the solar fuses and breakers – refer to the wiring schematic.

If there is any doubt if the solar connections have been made correctly, or simply to verify the connections, remove the ECM cover to expose the charge controller indicator LEDs as shown below:

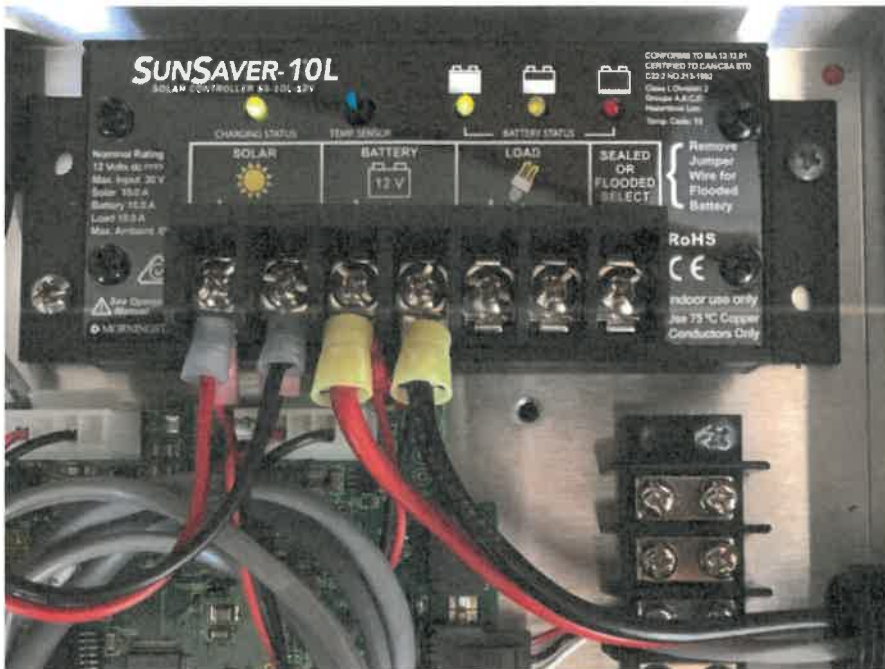


Figure 22.

The LEDs on the charge controller will indicate if the system is wired correctly or if there is a fault. **The “charging status” LED should be a solid green provided the solar panel is in the sunlight.** If the “charging status” LED is OFF, or is RED, then there is a fault in the solar wiring or it is night time and there is no sunlight on the solar panel. Double check the solar wiring, polarity of connections, fuses, and circuit breakers. If the fault condition cannot be solved, **DO NOT** leave the system connected. Remove all fuses, turn off all breakers, and call Urban Solar for assistance.

Verify that the “battery status” LED is GREEN. If not, then there is a fault with the battery connection or the battery is low. For a new system installation with new batteries, the status should be GREEN. If any other LEDs are on or flashing there is a fault with the battery wiring.

If the fault condition cannot be solved, DO NOT leave the system connected. Remove all fuses, turn off all breakers, and call Urban Solar for assistance.

System Self-Testing

The RMS RAD system has a self-test feature that is activated by swiping a magnet over the reed switch located inside the ECM. The ECM is marked with a label showing where to swipe the magnet as shown.



Figure 23.

The self-test provides information on system health by flashing the LEDs in a predetermined sequence. On activation, the LEDs will flash 3 times quickly, pause, and then flash slowly, giving 0-6 flashes depending on the state of charge of the batteries.

The first 3 flashes indicate that the system and LEDs are wired correctly. If any of the lights do not flash on the initiation of the magnetic swipe test, the system requires troubleshooting and it is likely that some part of the system is not wired correctly. This usually indicates the LED wiring has not been connected properly.

RMS RAD PV SHELTER SERIES



Swipe the magnet – the lights will flash 3 times slowly and then flash 0 to 6 times as follows to indicate the state of health of the batteries as follows; if lowest battery voltage in last 24hrs is:

- > $\geq 12.6V$ flash 6 times, system is fully charged and healthy.
- > $\geq 12.4V$ flash 5 times, system is $>75\%$ charged and healthy.
- > $\geq 12.2V$ flash 4 times, system is $>50\%$ charged and may need attention depending on exposure/weather.
- > $\geq 12.0V$ flash 3 times, system is $>25\%$ charged but struggling to maintain healthy charging of batteries.
- > $\geq 11.91V$ flash 2 times, system is close to shutting down to protect batteries from over discharge.
- > $\leq 11.90V$ flash 1 time, system will likely have shut down sometime in last 24hours.

If system is currently in low voltage disconnect mode (LVD) flash 0 times, system is in LVD protection mode and LEDs will not turn on until batteries have been sufficiently recharged.

The battery bank size and system load have been carefully selected to maintain the energy balance for the specific solar region. At the initial installation and with new batteries, expect to see at least 5 flashes on the battery diagnostic test. If there are 4 or less flashes the batteries are in a less than optimal state of charge and should be charged prior to deployment.

19. Installation Complete

If all system checks and self-test results are good the system installation is complete. Review all wiring and hardware then install chassis covers, clean solar panels, and clean up the work site.

Troubleshooting at Installation

There are two specific issues that can result in the system not functioning at the initial installation: 1) System wiring – system is not wired exactly as detailed in the wiring diagram, or 2) Faulty Component(s) – one or more of the system components is faulty. In most cases it is an issue with the system wiring – it is extremely rare to have out of the box component failures.

As detailed above, at initial system power-up the “self-test” must be activated by swiping a magnet across the top right corner of the ECM. ALL of the system LEDs will then execute a series of flashes to indicate that the system wiring is correct and provide the state of health of the batteries.

If ANY of the LEDs do not flash at all – either they stay completely OFF or solid ON during the test but do not flash, then there is an LED wiring fault. The LED wiring needs to be traced and compared to the system wiring diagram.

Each of the Urban Solar LEDs has three (3) wires:

(+) Red = positive battery

(-) Black = negative battery

White = PWM dimming control wire

The Red and Black wires provide a constant 12V DC to the LEDs. The White PWM wire controls the dimming and also turns the LED off. It is the White PWM control wire that provides the “flashing” signal to the LEDs when the self-test is enabled. If the White wire is not connected the LEDs will stay solid ON at full brightness 24hours/day regardless of solar panel voltage, and this will kill the batteries very quickly. (Note: In some systems where a 3rd party LED is used there will on be 2 wires connected to the LED – in this the LED driver and PWM control signal wire will typically be located inside the ECM).

All wires need to be connected properly – if not the self-test will fail.

If the self-test fails, REMOVE ALL fuses and TURN OFF ALL CIRCUIT BREAKERS, then check all LED fuses and wiring for proper polarity and integrity of connections – refer to the wiring diagram!

Initiate the power up sequence and run the self-test again. If the self-test fails DO NOT leave the system connected – remove ALL fuses, turn off ALL breakers, and contact Urban Solar for assistance.

Troubleshooting Installed Systems

Occasionally there will be systems that worked at the initial installation but then after some time in service an issue arises that causes a system outage. There are several possibilities:

- Batteries are low or dead
- System was not wired properly at initial installation
- Poor solar exposure
- Vandalism
- Faulty component(s)

In most cases the system failure is attributed to poor solar exposure or faulty wiring. Occasionally systems are damaged by vandalism of the solar panels or LEDs. Many of these issues also lead to dead batteries – for example if the system is installed in a bad solar location with significant shading from trees and/or buildings the batteries will be run down and eventually will die.

If systems have good solar exposure but the batteries are 3+ years in service, it is possible that batteries are nearing or at end of life and require replacement.

Perform the following checks and record findings:

1. Visual Inspection of System Components

Is there an obvious issue with damaged panels/LEDs/batteries/system wiring or other system component?

Yes – Repair and/or contact Urban Solar for assistance.

No – Continue to next step.

2. System self-test. Swipe a magnet over the top right-hand corner of the ECM to initiate the system self-test.

RMS RAD PV SHELTER SERIES



Did ALL of the system LEDs flash at least 3 times?

Yes – System is working and LEDs are wired correctly.

Run the self-test again and record how many flashes: Swipe the magnet – the lights will flash 3 times slowly and then flash 0 to 6 times as follows to indicate the state of health of the batteries as follows; if lowest battery voltage in last 24hrs is:

- > $\geq 12.6V$ flash 6 times, system is fully charged and healthy.
- > $\geq 12.4V$ flash 5 times, system is $>75\%$ charged and healthy.
- > $\geq 12.2V$ flash 4 times, system is $>50\%$ charged and may need attention depending on exposure/weather.
- > $\geq 12.0V$ flash 3 times, system is $>25\%$ charged but struggling to maintain healthy charging of batteries.
- > $\geq 11.91V$ flash 2 times, system is close to shutting down to protect batteries from over discharge.
- > $\leq 11.90V$ flash 1 time, system will likely have shut down sometime in last 24hours.
- > = LVD flash 0 times - If system is currently in low voltage disconnect mode (LVD) flash 0 times, system is in LVD protection mode and LEDs will not turn on until batteries have been sufficiently recharged.

Did the self-test indicate that the system is currently in LVD – i.e. 3 flashes followed by zero flashes?

Yes – the system is in a state of low battery voltage and has disconnected power to the LEDs to protect the batteries from further discharge. This is due to either 1) insufficient solar exposure, or 2) batteries are at end of life and need to be replaced.

No – there was at least one flash after the initial 3 flashes – then the system is working as expected – number of flashes indicate battery state of health.

Is there significant shading of the solar panels? Are they shaded by trees and/or buildings for more than half of the day?

Yes – the site may not be suitable for solar – contact Urban Solar for advice.

No – batteries may be at end of life – record installation date and contact Urban Solar for advice.

RMS RAD PV SHELTER SERIES



Is the solar connected? Is the polarity correct? Is the solar fuse blown?

Double check all solar connections and fuses.

No – none of the LEDs flashed at all during the self-test.

If there is any doubt if the solar connections have been made correctly, or simply to verify the connections, remove the ECM cover to expose the charge controller indicator LEDs as shown below:

The LEDs on the charge controller will indicate if the system is wired correctly or if there is a fault. The “charging status” LED should be flashing green provided the solar panel is in the sunlight. If the “charging status” LED is OFF, or is RED, then there is a fault in the solar wiring. Double check the solar wiring, polarity of connections, fuses, and circuit breakers. If the fault condition cannot be solved, DO NOT leave the system connected. Remove all fuses, turn off all breakers, and call Urban Solar for assistance.

Verify that the “battery status” LED is GREEN. If not, then there is a fault with the battery connection or the battery is low. For a new system installation with new batteries, the status should be GREEN. If any other LEDs are on or flashing there is a fault with the battery wiring. If the fault condition cannot be solved, DO NOT leave the system connected. Remove all fuses, turn off all breakers, and call Urban Solar for assistance.

Check the battery voltage using a hand-held multi meter.

Is the battery voltage > 10.0 volts?

No – batteries are dead and will likely need to be replaced. Replace batteries and continue to next step.

Yes – batteries are OK and self-test should work.

Turn OFF all circuit breakers and remove and check ALL fuses.

Are Any fuses blown?

Yes – replace fuses and run self-test again.

No – skip to next step

RMS RAD PV SHELTER SERIES



Check LED wiring and connections and check/replace all fuses.

Turn ON all breakers and run the self-test again.

Did self-test work?

No – contact Urban Solar for assistance.

Yes – if batteries are healthy and the solar panels have good exposure to sunlight then the system should work fine. It may take a few days for the batteries to recharge fully or batteries may be replaced depending on age.

Maintenance

Although the system is designed to be maintenance free, optimal performance requires clean solar panels and lenses. Clean on an annual basis or as required. Use water and a soft sponge or cloth for cleaning and a mild, non-abrasive cleaning agent for more stubborn residue. Rinse well.

Perform the system self-test to verify system is working properly.

Batteries

Be cautious when handling the battery pack. It is capable of generating hazardous short-circuit currents. Remove all jewelry (bracelets, metal-strap watches, rings) before attempting to handle or disassemble the battery pack. Contact Urban Solar if further instruction is required.

Contact and Re-order Information

If you have any questions or feedback, we would like to hear from you. Please visit our website or feel free to contact us directly at 778-430-5516 or techsupport@urbansolarcorp.com

Urban Solar Corporation
#5-515 Dupplin Road, Victoria, BC Canada, V8Z 1C2
www.urbansolarcorp.com

Urban Solar (USA)
1880 SW Merlo Drive, Beaverton, Oregon USA, 97003
503-356-5516

Tolar Manufacturing
258 Mariah Circle, Corona, California USA, 92879
951-808-0081

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT**

Zoran Construction Group, Inc.

EXHIBIT "B"

CONTRACTOR'S Bid

Dated June 30, 2021

(Insert behind this page.)

BID FORM

NAME OF BIDDER: ZORAN CONSTRUCTION GROUP, INC.

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

WALMART TRANSIT CENTER REHABILITATION PROJECT

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following BASE BID TOTAL BID PRICE:

BASE BID	BASE BID PRICE (IN WRITTEN FORM)	BID PRICE (IN NUMBERS)
TOTAL BID PRICE	SEVENTY TWO THOUSAND FIVE HUNDRED DOLLARS	\$72,500.00

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

**BASE BID
BID SCHEDULE**

WALMART TRANSIT CENTER REHABILITATION PROJECT

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/UNIT		TOTAL COST (FIGURES)
1	MOBILIZATION	1	LS	\$5,000
2	TEMPORARY FENCING	1	LS	\$2,000
3	DEMOLISH, REMOVE, AND LEGALLY DISPOSE EXISTING BUS SHELTERS AND AMENITIES	1	LS	\$5,000
4	DEMOLISH, REMOVE, AND LEGALLY DISPOSE OF EXISTING CONCRETE, SHELTER PADS, LANDSCAPING AND HARDSCAPE	1	LS	\$10,000
5	TRANSPORT EQUIPMENT AND AMENITIES FROM CITY STORAGE FACILITY TO THE LOCATION	1	LS	\$5,000
6	ASSEMBLE EQUIPMENT ON SITE	1	LS	\$10,000
7	INSTALL CONDUIT, WIRING AND ACCESSORIES	1	LS	\$4,000
8	INSTALL NEW CONCRETE BUS SHELTER PADS, HARDSCAPE AND WALKWAY	1	LS	\$27,000
9	INSTALL NEW BUS SHELTERS AND RELATED AMENITIES (SECURE, IN PLACE AND OPERATIONAL)	1	LS	\$4,500
PROJECT BASE BID SUBTOTAL				\$72,500

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

The undersigned agrees that this Bid Form constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by the City and a third party, whichever is earlier.


The Contract duration shall commence on the date stated in the City's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date stated in the City's Notice to Proceed. This is a sixty (60) day contract.

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors, License No. 716249, Expiration Date 01/31/2023, class of license A. If the bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents.

1. Addenda No. 1 thru 1
2. Attached is the fully executed Non-Collusion Affidavit form.
3. Attached is the completed Designation of Subcontractors form.
4. Attached is the completed Bidder Information Form.
5. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
6. Bidder acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

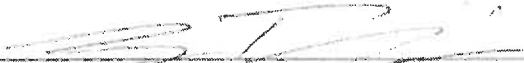
I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder ZORAN CONSTRUCTION GROUP, INC
Signature 
Name and Title ZORAN DJURIC/PRESIDENT
Dated 6/30/2021

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder ZORAN CONSTRUCTION GROUP, INC

Signature 

Name ZORAN DJURIC

Title PRESIDENT

Dated 6/30/2021

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount of \$500 or more.

*** Please list all subcontractor that exceed \$500***

Portion of the Work	Subcontractor	Location of Business	% of the Work
	N/A		

Name of Bidder ZORAN CONSTRUCTION GROUP, INC

Signature 

Name and Title ZORAN DJURIC/PRESIDENT

Dated 6/30/2021

DESIGNATION OF SUBCONTRACTORS

7.4 Vice-President's Name(s): N/A

7.5 Secretary's Name: ZORAN DJURIC

7.6 Treasurer's Name: ZORAN DJURIC

8.0 If an individual or a partnership, answer the following:

8.1 Date of Organization: N/A

8.2 Name and address of all partners (state whether general or limited partnership):
N/A

9.0 If other than a corporation or partnership, describe organization and name principals:
N/A

10.0 List other states in which Bidder's organization is legally qualified to do business.
N/A

11.0 What type of work does the Bidder normally perform with its own forces?
SITWORK, GRADING, CONCRETE WORKS

12.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:
NO

INFORMATION REQUIRED OF BIDDERS

13.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

NO

14.0 List Trade References:

SUPERIOR CONCRETE, (760)-745-0556 1564 West Mission Road Escondido, CA 92029

WHITE CAP- (760) 438-229-2505, Corporate Dr, Escondido, CA 9202

15.0 List Bank References (Bank and Branch Address):

CITI BANK, 740 Lomas Santa Fe Dr, Solana Beach, CA 92075

16.0 Name of Bonding Company and Name and Address of Agent:

WESTERN SURETY COMPANY

CIERRA BOWEN

1941 FRIENDSHIP DRIVE, SUITE F
EL CAJON, CA 92020

C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS

[**Duplicate Page if needed for listing additional completed projects.**]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project Client	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work	Contact Name & Phone
CAJON VALLEY UNIFIED SCHOOL DISTRICT	SIDEWALK REPLACEMENT PROJECT GREENFIELD MIDDLE SCHOOL	06 - 08 /2020	\$406,330.45	James Beard - 619-778-7793
TOWN OF YUCCA VALLEY	PARADISE PARK IMPROVEMENTS	03 - 05 /2019	\$266,157.59	Noel Owsley - 750-369-1265
TOWN OF YUCCA VALLEY	WELCOME CENTER MAINTENANCE	10 - 12 /2019	\$159,135.23	Noel Owsley - 750-369-1265

D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

- 1. List each person's job title, name and percent of time to be allocated to this project:

ZORAN DJURIC/PROJECT MANAGER - 100%

- 2. Summarize each person's specialized education:

DEGREE IN CONSTRUCTION MANAGEMENT, WITH
OVER 25 YEARS IN CONSTRUCTION INDUSTRY

- 3. List each person's years of construction experience relevant to the project:

OVER 25 YEARS IN CONSTRUCTION INDUSTRY, WITH
CONCRETE - C8 AND "A" LICENSE FOR EXECUTING
SITWORKS

- 4. Summarize such experience:

OVER 25 YEARS IN CONSTRUCTION INDUSTRY, WITH
CONCRETE - C8 AND "A" LICENSE FOR EXECUTING
SITWORKS

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

N/A

E. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder ZORAN CONSTRUCTION GROUP, INC

Signature 

Name ZORAN DJURIC

Title PRESIDENT

Dated 6/30/2021

NON-COLLUSION AFFIDAVIT

I, ZORAN DJURIC, being first duly sworn, deposes and says that he is President of ZORAN CONSTR. GROUP, INC. the party making the attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Bidder ZORAN CONSTRUCTION GROUP, INC

Signature 

Name ZORAN DJURIC

Title PRESIDENT

Dated 6-29-21

See notary attached

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 SAN DIEGO

On 29 JUNE 2021 before me, MUHAMMAD NUHAILY, NOTARY PUBLIC
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature] (Seal)

CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT

Zoran Construction Group, Inc.

EXHIBIT "C"

Project Construction Schedule

(Insert behind this page.)

**ADDITIVE BID A
CONSTRUCTION SCHEDULE**

WALMART TRANSIT CENTER REHABILITATION PROJECT

ITEM NO.	DESCRIPTION OF WORK	TIME REQUIRED TO COMPLETE	EST COMPLETION DATE
1	MOBILIZATION	2 DAY	08/10/2021
2	TEMPORARY FENCING	1 DAY	08/10/2021
3	REMOVE AND LEGALLY DISPOSE EXISTING BUS SHELTERS AND AMENITIES	1 DAY	08/11/2021
4	REMOVE AND LEGALLY DISPOSE OF EXISTING CONCRETE, SHELTER PADS, LANDSCAPING AND HARDSCAPE	2 DAYS	08/13/2021
5	TRANSPORT EQUIPMENT AND AMENITIES FROM CITY STORAGE FACILITY TO THE LOCATION <small>(PENDING EQUIPMENT DELIVERY DATE - WEEK OF 09/06)</small>	1 DAY	09/08/2021
6	ASSEMBLE EQUIPMENT ON SITE	2 DAY	09/10/2021
7	INSTALL CONDUIT, WIRING AND ACCESSORIES	1 DAY	09/10/2021
8	INSTALL NEW CONCRETE BUS SHELTER PADS, HARDSCAPE AND WALKWAY	10 DAYS	08/27/2021
9	INSTALL NEW BUS SHELTERS AND RELATED AMENITIES (SECURE, IN PLACE AND OPERATIONAL)	2 DAY	09/12/2021

CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT

Zoran Construction Group, Inc.

EXHIBIT "D"

Insurances

(Insert behind this page.)



CERTIFICATE OF LIABILITY INSURANCE

Item 13.
DATE (MM)
7/8/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Business & Contractors Insurance Services, Inc. 1941 Friendship Dr Suite F El Cajon CA 92020	CONTACT NAME: Cierra Cox PHONE (A/C, No, Ext): (619)592-4440 E-MAIL ADDRESS: cierra@bcis.net	FAX (A/C, No): (619)592-4449
	INSURER(S) AFFORDING COVERAGE	
INSURED Zoran Construction Group Inc 394 State Place Escondido CA 92029	INSURER A: Atlantic Casualty Insurance Company	
	INSURER B: AMGUARD Insurance Company	
	INSURER C: Capitol Indemnity Corporation	
	INSURER D: State Compensation Ins Fund	
	INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2162415488 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	L318048827	6/24/2021	6/24/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ZOAU200219	3/26/2021	3/26/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XS2002933001	6/24/2021	6/24/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	92397872020	10/12/2020	10/12/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder has been named as Additional Insured per written contract. RE: Various Locations. *
 Endorsement is attached.

CERTIFICATE HOLDER City of Beaumont 550 E. 6th Street Beaumont, CA 92223	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Cierra Cox/MR
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CONTRACTOR ADDITIONAL INTERESTS

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for that insured. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- 2. Exclusions**
- This insurance does not apply to:
- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities.
 - b. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION – PRIMARY AND NON-CONTRIBUTORY**

SCHEDULE

Name Of Person Or Organization:

Any person or organization with whom the insured has agreed within a written contract or written agreement; provided such written agreement is executed prior to the loss.

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability caused, in whole or in part, by your ongoing operations performed for that insured.

B. This insurance is Primary and Non-Contributory, but only for the Additional Insured shown in the schedule and only for liability caused by the Insured's negligence for ongoing operations.

C. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been

completed; or

- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

SCHEDULE

Name Of Person Or Organization: Any person or organization with whom the insured has agreed within a written contract to waive rights of recovery, provided such written agreement is executed prior to the loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

SCHEDULE

Maximum Per Policy General Aggregate Limit: \$5,000,000

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single construction project:
 - 1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 - 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
 - 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.
 - 5. The Maximum Per Policy General Aggregate Limit shown in the Schedule is the most we will pay for the sum of all Construction Project General Aggregate Limits and the General Aggregate Limit shown in the Declarations regardless of the number of:
 - a. Insureds;

- b. Claims made or "suits" brought;
 - c. Persons or organizations making claims or bringing "suits"; or
 - d. Construction projects.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single construction project:
- 1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
 - D.** If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
 - E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



Staff Report

TO: City Council

FROM: Kristine Day, Assistant City Manager

DATE: August 3, 2021

SUBJECT: Multi-Jurisdictional Agreement between the City of Beaumont and the City of Calimesa Relating to the Provision of Sewer Services by the City of Beaumont to Certain Property Within the City of Calimesa (Country Club Village Project)

Background and Analysis:

In December 2002, the City of Beaumont entered into a settlement agreement with Calimesa, Oak Valley Partners, L.P., and Pardee Construction Company regarding the annexation of the Oak Valley SPCGA Golf Course Specific Plan Area (Exhibit B). As an operative provision of a settlement agreement, the City of Beaumont agreed to provide sewer services to certain real property within Calimesa. The properties included in the settlement agreement consist of approximately 90 acres in the Calimesa jurisdiction.

One of the affected properties subject to the settlement agreement is an approximately 30-acre mixed use project titled Country Club Village, located at the intersection of Desert Lawn Drive and Champions Drive as shown below. As entitled, the project consists of a +/- 266-unit senior assisted living/memory care facility, 150 room/56,750 sf hotel, 30,000 sf medical office building, a 17,200-sf market, 7,300 sf of retail space, a 4,800 sf restaurant, and 1,725 sf drive through pad.



Pursuant to Section 1(c) of the settlement agreement, the City of Beaumont issued a sewer Will Serve letter to the Country Club Village project on December 16, 2014, (Exhibit E). The Will Serve letter stated that the details regarding sewer service to the project would be approved by the City Council of the City of Beaumont prior to service being provided to the property. Upon project approval, the applicant approached the City of Beaumont to determine the requirements to obtain the sewer connection. City of Beaumont staff provided the applicant with the following pre-connection requirements:

- 1. Sewer study.** The applicant shall submit a sewer study to the City of Beaumont to determine the scope of any physical improvements required to connect to its municipal wastewater system. These improvements may include (but are not limited to) the construction/expansion of lift station facilities, an increased capacity for existing conveyance lines, and/or the installation of new conveyance lines from the point of connection to the wastewater treatment plant. The cost of the improvements shall be borne by the applicant. **Status: The applicant is currently finalizing the sewer study process with the City of Beaumont.**
- 2. Local Agency Formation Commission Approval (LAFCO).** Pursuant to California Government Code Section 56133(a), a city may provide new services by agreement outside of its jurisdictional boundary only if it first requests and receives approval from the Local Agency Formation Commission (LAFCO). In a letter dated November 4, 2020 (Exhibit C), LAFCO provided notice that the City of Beaumont may only provide sewer services to the project if the Cities of Calimesa and Beaumont execute a Multi-Jurisdictional Agreement approved by LAFCO. **Status: The applicant is coordinating with the City of Beaumont to prepare and submit the necessary application package to LAFCO. Should both City Councils approve the agreement (Exhibit A), it will be submitted to LAFCO for review and approval.**
- 3. Regulatory Approvals.** The City of Beaumont recently obtained authorization to discharge non-reclaimable waste from its wastewater treatment plant through the Inland Empire Brine Line to a treatment plant that is owned and operated by the Orange County Sanitation District. As such, the applicant will be required to enter into a second multi-jurisdictional agreement between the City of Beaumont, City Calimesa, and the applicant. This agreement would authorize the City of Beaumont to perform ongoing code enforcement functions within the project related to wastewater discharge, to require wastewater surveys at the time of business license submittal or change in occupancy, and to enforce its pre-treatment ordinance. **Status: Work has not commenced on this second multi-jurisdictional agreement. It will be considered by both City Councils at a later date.**

Fiscal Impact:

All costs associated with this item and annexation into the City of Beaumont Wastewater Service Area are covered by developer deposits.

Recommended Action:

City staff recommends approval of the Multi-Jurisdictional Agreement between the City of Beaumont and the City of Calimesa relating to the provision of Sewer Services by the City of Beaumont to certain property within the City of Calimesa (Country Club Village Project).

Attachments:

- A. Multi-Jurisdictional Agreement
- B. Settlement Agreement
- C. LAFCO Letter dated November 4, 2020
- D. City of Calimesa Staff Report for August 2, 2021 meeting
- E. Will Serve Letter from the City of Beaumont dated December 14, 2014

**MULTI-JURISDICTIONAL AGREEMENT BETWEEN
THE CITY OF BEAUMONT AND THE CITY OF CALIMESA
RELATING TO THE PROVISION OF SEWER SERVICES BY
THE CITY OF BEAUMONT TO CERTAIN PROPERTY WITHIN
THE CITY OF CALIMESA**

THIS AGREEMENT is made and entered into this _____ day of _____ 2021, by and between the City of Beaumont, a general law city, 550 E 6th Street, Beaumont, CA 92223 (“Beaumont”), and the City of Calimesa, a general law city, 908 Park Avenue, Calimesa, CA 92320 (“Calimesa”). Collectively Beaumont and Calimesa may be referred to as “Parties” or sometimes individually referred to as “Party.”

WITNESSETH:

WHEREAS, the Parties entered into the “Agreement between Beaumont, Calimesa, Oak Valley Partners, L.P., and Pardee Construction Company Regarding The Annexation Of The Oak Valley SCPGA Golf Course Specific Plan Area” (“Settlement Agreement”) on or about December 13, 2002 providing, in pertinent part, for Beaumont to provide sewer services (as further defined or described in Section 1 below “Sewer Services”) to certain real property (part of which consists of the County Club Village Property, hereinafter the “CCVP Property”) within Calimesa adjacent to Beaumont, as described therein. The CCVP Property is legally described and depicted herein as Exhibit “A” and incorporated herein by this reference. *[ATTACH LEGAL DESCRIPTION AND DEPICTION OF CCVP PROPERTY AS EXHIBIT “A”]*

WHEREAS, Calimesa previously approved a Mitigated Negative Declaration with Mitigation Monitoring Program (Environmental Assessment EA 14-01 and land use entitlements including Tentative Tract Map 36766, Development Plan Review (DPR) 14-03, Conditional Use Permit (CUP) 14-03, Determination of Use 14-01, Variance (VAR) 140-01, and Minor Modification (MM 18-02) for Site Plan Modifications to DPR 14-03 (collectively the “Approved Project”) for the CCVP Property; and Calimesa in its sole and absolute discretion has the authority under its current and future land use and zoning ordinances to approve amendments and extensions to the Approved

Project (the Approved Project and any amendments and/or extensions thereto shall be collectively referred to the “Development”); and

WHEREAS, California Government Code Section 56133(a) provides that a city or district may provide new or extended services by contract or agreement outside its jurisdictional boundary only if it first requests and receives written approval from the Local Agency Formation Commission.

WHEREAS, the Riverside Local Agency Formation Commission (“LAFCO”) letter dated November 4, 2020 provides that Beaumont may only provide Sewer Services to the CCVP Property if Calimesa and Beaumont execute a Multi-Jurisdictional Agreement approved by LAFCO under Government Code Section 56133(a).

WHEREAS, the Parties desire to enter into this Agreement in connection with the submission of an Application for Extra-Territorial Service Provision with the LAFCO for the CCVP Property.

NOW, THEREFORE, the Parties agree as follows:

1. AUTHORIZATION FOR BEAUMONT TO PROVIDE SEWER SERVICES

Upon the approval by the LAFCO Commission of the Extra-Territorial Provision of Sewer Services to the CCVP Property, Beaumont and Calimesa agree that Beaumont shall have the sole power and authority to provide Sewer Services to the CCVP Property on such terms as Beaumont reasonably deems appropriate in its sole and absolute discretion. The Parties further agree that Calimesa shall continue to have the sole power and authority to approve the Development of the CCVP Property subject to Calimesa’s land use policies and zoning as determined by Calimesa to be appropriate in Calimesa’s sole discretion, subject to all of the following:

A. The provision of Sewer Services by Beaumont within the CCVP Property shall be subject to the same terms and the same laws relating to the provision of sewer service that apply to other similarly situated properties within Beaumont as determined by Beaumont in its sole and absolute discretion and as such laws may be changed or amended in the future. Beaumont’s authority shall include the authority to enforce the laws, policies and regulations under the Beaumont Municipal Code and other

applicable laws pertaining solely to the capacity, design, construction, maintenance, repair and operation of sewers and related improvements, the right to impose and collect capacity, connection, application, plan check and other fees relating to Sewer Services, the right to collect fees for Sewer Services, the right to collect fees, penalties and interest on the Riverside County tax rolls, and the right to record and enforce liens against property within the CCVP Property for nonpayment of fees, to the extent authorized by law as amended or changed in the future. Without limiting the forgoing sentence, Beaumont shall have the right to enforce applicable laws and regulations concerning source control and grease traps and the laws and regulations of other public agencies adopted by Beaumont pertaining to Sewer Services including, but not limited to, the Orange County Sanitation Authority, Eastern Municipal Water District and Santa Ana Watershed Project Authority as may be amended from time to time. Also without limiting the forgoing, Beaumont shall have the right to review and approve plans for the sewer system within the Development submitted in connection with building permits including, but not limited to the right to apply its plumbing code to such improvements. If new or amended entitlements for the CCVP Property are sought, Beaumont shall have the right to review and approve or disapprove the same with regards to sewer improvements and regulations in accordance with standard requirements applicable generally throughout Beaumont. Beaumont shall also have the discretion to approve or disapprove the provision of Sewer Services for the CCVP Property in the same manner that Beaumont would approve or disapprove Sewer Services on any other property within the jurisdiction of Beaumont, subject to the requirements of the Settlement Agreement.

B. The authorization for Beaumont to provide Sewer Services to the CCVP Property under this Agreement shall not affect Calimesa's existing, continued, and uninterrupted authority to enforce all ordinances, policies and regulations of the Calimesa Municipal Code not specifically applying to Sewer Services. In the event of a conflict between a provision of the Calimesa Municipal Code and a provision of the Beaumont Municipal Code regarding Sewer Services the Beaumont Municipal Code shall prevail if it is more restrictive. In the event of a conflict between Calimesa and Beaumont over the application of either city's Municipal Code as the same relate to the Sewer Services, the Parties shall enter into good faith negotiations to resolve the conflict to commence within ten (10) days of receipt of written notice describing such conflict.

C. The Parties agree that as between each other, each Party shall bear its own attorney's fees and costs in the preparation, drafting and execution of this Agreement. The Parties acknowledge and agree that Developer is required to pay for all costs associated with the provision of Sewer Services with respect to the CCVP Property. Beaumont and Calimesa further acknowledge and agree that each Party shall have the right, but not the obligation, to require Developer to pay all of the costs incurred for consultants, engineers, attorneys and staff arising out of each Party's respective performance of this Agreement in advance of incurring such costs. If such costs or any advanced payment of costs are not paid by Developer to Beaumont or Calimesa, either Party shall have the right to suspend its performance under this Agreement until such fees are deposited in advance and/or paid in full.

2. DUTY OF COOPERATION OF THE PARTIES

The provision of Sewer Services under this Agreement may require encroachment permits, easements, covenants running with the land and other agreements which the Parties agree to provide upon compliance with each City's respective procedures and pursuant to which the Developer and the CCVP Property shall be bound in order for each party to exercise its rights and perform its obligations under this Agreement. The Parties shall cooperate in good faith as to the design and location of the sewer facilities and in carrying out the intent of this Agreement. Cooperation by Calimesa shall include, without limitation, its consideration and reasonable approval of requests for encroachment permits, rights of way and/or easements for sewer lines and facilities as submitted by Beaumont, and grant to Beaumont plan check and approval authority over sewer improvements relating to the CCVP Property. In the event of a conflict between Calimesa and Beaumont over the application of either City's Municipal Code as the same relate to the Sewer Services, the Parties shall enter into good faith negotiations to resolve the conflict, to commence within ten (10) days of receipt of written notice describing such conflict.

3. COMPLETE AGREEMENT

This Agreement, including the above Recitals which are incorporated herein by this reference, and all exhibits and documents incorporated or referenced herein, constitutes the complete and exclusive statement of the terms and conditions of the Agreement between the Parties with respect to the

authorization of Extra-territorial Extension of Sewer Services by Beaumont to the CCVP Property pursuant to Government Code Section 56133, except as provided in Section 4. Failure by either Party to request in any one or more instance upon the other Party's performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of rights to such performance or to future performance of such terms or conditions and the obligation in respect thereto shall continue in full force and effect.

4. NO WAIVER, MODIFICATION OR TERMINATION OF SETTLEMENT

AGREEMENT

This Agreement is a step required by LAFCO to facilitate Beaumont's requirement to provide Sewer Services to the CCVP Property pursuant to the Settlement Agreement and is intended to interpret and implement the Settlement Agreement. No provision of this Agreement is intended to nor shall it be deemed to modify, supersede or nullify any provision of the Settlement Agreement. The Settlement Agreement shall continue in full force and effect notwithstanding this Agreement or the termination or expiration of this Agreement. In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions of the Settlement Agreement, the provisions of the Settlement Agreement shall take precedence.

5. DESIGNATION OF AUTHORITY / AUTHORITY TO EXECUTE

A. The City Manager of Calimesa, or designee, shall have the authority to act for and exercise any of the rights of Calimesa as set forth in this Agreement. The person or persons executing this Agreement on behalf of Calimesa warrant and represent that he or she has the authority to execute this Agreement on behalf of Calimesa and has the authority to bind Calimesa to the performance of its obligations hereunder.

B. The City Manager of Beaumont, or designee, shall have the authority to act for and exercise any of the rights of Beaumont as set forth in this Agreement except for actions otherwise requiring approval of the Beaumont City Council under its municipal code. The City Manager of Calimesa, or designee, shall have the authority to act for and exercise any of the rights of Calimesa as set forth in this Agreement except for actions otherwise requiring approval of the Calimesa City Council

under its municipal code. The person or persons executing this Agreement on behalf of Beaumont and Calimesa warrant and represent that he or she has the authority to execute this Agreement on behalf of Beaumont or Calimesa and has the authority to bind Beaumont or Calimesa to the performance of its obligations hereunder.

6. TIMING REQUIREMENTS.

- A. This Agreement shall commence upon the execution this Agreement by both Beaumont and Calimesa (the “Effective Date.”).
- B. If LAFCO has not approved this Agreement on or before January 1, 2024 this Agreement shall expire immediately on January 1, 2024.
- C. Following LAFCO’s approval of this Agreement, this Agreement shall remain in effect for the term of the Settlement Agreement.
- D. In accordance with Section 4, this Section 6 shall not result in the termination of the Settlement Agreement.

7. INDEMNITY

In accordance with Government Code Section 895.4, the Parties agree as follows:

- A. Indemnification by Beaumont. Subject to Paragraph (1) of this Subsection (A), Beaumont shall defend, indemnify and hold harmless Calimesa, its elected and appointed officials, officers, employees, agents, servants, volunteers, contractors, subcontractors and those Calimesa agents acting as independent contractors in the role of Calimesa officials (hereinafter “Calimesa Indemnitees”), from and against to any and all claims, losses, liabilities. demands, debts, suits, actions, causes of action, damages and expenses (collectively “Claims”) of whatsoever kind, nature or sort, including but not by way of limitation, wrongful death, bodily injury, personal injury, or damage to property, stop notices, bid protests, costs of defense, and reasonable attorneys’ fees and costs in defending any such Claims, arising out of or in any manner connected with the acts or

omissions of Beaumont or Beaumont's elected or appointed officials, officers, employees, agents, servants, volunteers or those Beaumont agents acting as independent contractors in the role of Beaumont officials (or any other natural person or entity for whom Beaumont bears the legal liability) related to or arising out of the performance of this Agreement.

1. To the extent that the acts or omissions of Beaumont or Beaumont's elected or appointed officials, officers, employees, agents, servants, volunteers or those Beaumont agents acting as independent contractors in the role of Beaumont officials (or any other natural person or entity for whom Beaumont bears the legal liability) include the performance of professional services by a "design professional" as the term is defined under California Civil Code Section 2782.8(c), Beaumont shall, at its sole cost and expense, indemnify and hold harmless Calimesa Indemnitees from and against all Claims, present or future, to the extent arising out of or resulting from the negligence or misconduct of Beaumont or Beaumont's elected or appointed officials, officers, employees, agents, servants, volunteers or those Beaumont agents acting as independent contractors in the role of Beaumont officials (or any other natural person or entity for whom Beaumont bears the legal liability) or any of them in the performance of design professional services under this Agreement. Notwithstanding the foregoing and as required by Civil Code Section 2782.8(a), in no event shall the cost to defend Calimesa Indemnitees that is charged to Beaumont exceed Beaumont's proportionate percentage of fault.

B. Indemnification by Calimesa. Subject to Paragraph (1) of this Subsection (B), Calimesa shall defend, indemnify and hold harmless Beaumont, its elected and appointed officials, officers, employees, agents, servants, volunteers, contractors, subcontractors and those Beaumont agents acting as independent contractors in the role of Beaumont officials ("Beaumont Indemnitees"), with respect to any and all claims, losses, liabilities, demands, debts, suits, actions, causes of action, damages and expenses (collectively "Liabilities") of whatsoever kind, nature or sort, including but not by way of limitation, wrongful death, bodily injury, personal injury, or damage to property, stop notices, bid protests, costs of defense, and reasonable attorneys' fees and costs in defending any such Liabilities, arising out of or in any manner connected with the acts or omissions of Calimesa's elected or appointed officials, officers, employees, agents, servants, volunteers or those Calimesa agents acting as independent contractors in the role of Calimesa officials (or any other natural person or

entity for whom Calimesa bears the legal liability) related to or arising out of the performance of this Agreement.

1. To the extent that the acts or omissions of Calimesa's elected or appointed officials, officers, employees, agents, servants, volunteers or those Calimesa agents acting as independent contractors in the role of Calimesa officials (or any other natural person or entity for whom Calimesa bears the legal liability) include the performance of professional services by a "design professional" as the term is defined under California Civil Code Section 2782.8(c), Calimesa shall, at its sole cost and expense, indemnify and hold harmless Beaumont Indemnites from and against all Liabilities, present or future, to the extent arising out of or resulting from the negligence or misconduct of Calimesa's elected or appointed officials, officers, employees, agents, servants, volunteers or those Calimesa agents acting as independent contractors in the role of Calimesa officials (or any other natural person or entity for whom Calimesa bears the legal liability) or any of them in the performance of design professional services under this Agreement. Notwithstanding the foregoing and as required by Civil Code Section 2782.8(a), in no event shall the cost to defend Beaumont Indemnites that is charged to Calimesa exceed Calimesa's proportionate percentage of fault.

C. In the event there is conflict between any provision of this Section and California Civil Code Section 2782, this Section shall be interpreted to comply with Civil Code Section 2782.

D. The provisions of this Section shall survive the expiration or termination of this Agreement, and are intended to be as broad and inclusive as is permitted by California law, and are in addition to any other rights or remedies that each Party may have under the law. Payment is not required as a condition precedent to either Party's right to recover under this indemnity provision, and an entry of judgment against a Party shall be conclusive in favor of that Party's right to recover under this indemnity provision.

8. INSURANCE

Beaumont and Calimesa each verify that they are a self-insured entity or maintain indemnity coverage through a Joint Powers Insurance Authority in reasonable and customary amounts for their

respective operations and in particular with regards to their activities taking place within the CCVP Property. Beaumont and Calimesa shall each require that Developer and any contractor maintain similar levels of insurance coverage from private insurance companies for itself, its officers, employees, agents, contractors and subcontractors in the course of carrying out any work related to the provision of Sewer Services pursuant to this Agreement.

9. INDEPENDENT CONTRACTORS. Beaumont shall use its employees and contractors to perform the Sewer Services. None of the employees or contractors of Beaumont shall be considered employees of Calimesa and none of the employees or contractors of Calimesa shall be considered employees of Beaumont. None of the employees or contractors of Beaumont shall have any right to any benefits available to employees of Calimesa including, but not limited to, the right to any retirement benefits, healthcare or insurance coverage. None of the employees or contractors of Calimesa shall have any right to any benefits available to employees of Beaumont including, but not limited to, the right to any retirement benefits, healthcare or insurance coverage.

10. WORKERS' COMPENSATION. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, each Party acknowledges agrees that it shall require any contractor performing work in the public rights-of-way within the jurisdiction of Calimesa to certify as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.”

11. PREVAILING WAGES. The Parties acknowledge that any work performed in the public rights-of-way within Calimesa would be and is a public work to which prevailing wages apply. At all times, Beaumont and any and all contractors used to construct the Sewer Services herein, shall comply with any and all applicable local, State, and federal laws including, but not limited to, applicable provisions of the California Labor Code concerning public works requiring payment of

prevailing wages, maintenance of certified payroll records, and registration with the Department of Industrial Relations.

12. PERFORMANCE SECURITY. In the event any work is performed in Calimesa's public rights-of-way in connection with or as part of the provision of Sewer Services with respect to the CCVP Property pursuant to this Agreement, Beaumont shall require its contractors to comply with Calimesa's performance bond and payment bond or other security requirements and other standard requirements for performance of such work in such public rights-of-way. Beaumont shall further ensure that Developer, and/or any contractor retained by Beaumont to perform, work in Calimesa's public rights-of-way in connection with the provision of Sewer Services through Calimesa's public rights-of-way shall provide all security for performance, labor and materials, and warranty of such work required by and for the benefit of Calimesa.

13. SAFETY. Beaumont shall comply with all applicable safety regulations and laws, including without limitation all applicable requirements of Cal-OSHA and/or OSHA in the course of Beaumont's employees and contractors performing any of the work in connection with the Sewer Services. If Beaumont enters into an agreement with Developer or a contractor to perform work in Calimesa's right of way, Beaumont shall insert a provision requiring that Developer, and/or any contractor performing work in any of Calimesa's public rights-of-way shall also comply with all applicable safety requirements. Traffic control shall be coordinated by Beaumont or its contractors with Calimesa.

14. DISPUTE RESOLUTION. The Parties will attempt in good faith to resolve promptly any dispute, controversy or claim arising out of or relating to this Agreement or any claimed breach thereof (collectively, "dispute") by direct negotiation between the respective City Managers.

A. The disputing Party shall give the other Party written notice of the nature of dispute. Within ten (10) calendar days after the notice is given, the Party receiving the notice shall respond to the notice in writing, and , if the dispute has not been resolved, the negotiating Parties shall meet at a mutually acceptable time and place, and thereafter as often as those negotiators reasonably deem necessary, to exchange relevant information and attempt to resolve the dispute.

B. If the dispute has not been resolved within thirty (30) days after the disputing Party gives notice, or if the Party receiving notice refuses to meet, either Party may initiate mediation of the dispute in accordance with the rules and procedures of the Judicial Arbitration and Mediation Service (“JAMS”), with each Party to bear its own attorneys’ fees and costs of the mediation, and to share equally in the cost of the mediator.

C. If the dispute has not been resolved within sixty (60) days after a Party has given notice of intent to initiate mediation or either Party will not participate in the mediation, or if the mediator has concluded that the Parties are at impasse, whichever shall happen first, the dispute may be resolved by legal action.

D. If legal action is brought by any Party against the other arising from any dispute, each Party shall bear its own attorneys' fees and costs.

15. GENERAL

15.1. Governing Law and Venue. This Agreement is made, entered into, and executed in the County of Riverside, California, and the laws of the State of California shall govern its interpretation and enforcement. Any action, suit or proceeding related to, or arising from, this Agreement shall be filed in the appropriate court having jurisdiction in the County of Riverside. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the Party who causes the uncertainty to exist or against the Party who drafted the Agreement or who drafted that portion of the Agreement.

15.2. Attorneys’ Fees. In the event that either Party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, each Party shall be responsible for their own attorneys’ fees and costs.

15.3. Time of Essence. The Parties hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof and that failure to timely perform any of the terms, conditions, obligations or provisions hereof by either Party shall

constitute a material breach of this Agreement by the Party so failing to perform.

15.4. Severability. Should any part, term or provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

15.5. Notification and Mailing Addresses

Any notices or requests made between the Parties pursuant to this Agreement shall be directed as follows, or to such other persons and addresses as either Party may designate from time to time in writing pursuant to this Section:

CITY OF Beaumont:
550 East 6th Street
Beaumont, CA 92223
Attn: Todd Parton
City Manager
(951) 769-8520

CITY OF Calimesa:
908 Park Avenue
Calimesa, CA 92320
Attn: Bonnie Johnson
City Manager
909-795-9801

Any such notices or requests shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Beaumont’s and Calimesa’s regular business hours or by facsimile before or during both Parties’ regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses as set forth in this Section.

15.6. Force Majeure. If delays are caused by unforeseen events beyond the reasonable control of any Party to which an obligation of this Agreement is required to perform in a particular period of time, such delays will entitle that party to an extension of time as provided in this Section. Such unforeseen events (“Force Majeure Event”) shall mean war, insurrection, pandemic, acts of God, local, state or national emergencies, third party litigation involving the Extraterritorial Provision of Sewer Service, strikes, excessive permit processing delay caused by other governmental agencies aside from

Calimesa or Beaumont, and other labor difficulties beyond the Party's reasonable control, which Force Majeure Event substantially interferes with the commencement or completion of the obligations under this Agreement. In the case of a Force Majeure Event, any and all time periods shall be extended for a period equal to any delay caused by any such Force Majeure Event.

15.7. Entire Agreement. The terms and conditions of this Agreement and the Settlement Agreement represent the entire agreement between the parties with respect to their subject matter. Except as otherwise provided in Section 4, this Agreement shall supersede any and all prior agreements between the Parties.

15.8. Further Assurances. Each Party shall from and after the date hereof execute, acknowledge and deliver such further instruments and perform such additional acts as any other Party may reasonably request to effectuate this Agreement.

15.9. No Third Party Beneficiaries. This Agreement is not intended to, and shall not be interpreted to, create any rights or establish any standard of care with regards to any third party who is not a signatory and party to this Agreement including Developer.

15.10. Costs and Fees. The Parties shall bear their own costs and fees incurred to date in connection with the drafting and subject matter of this Agreement.

15.11. Modification of Agreement. The terms and conditions of this Agreement shall not be altered or otherwise modified or amended except by a written amendment executed by both Parties and approved by their respective City Councils.

15.12. Successors and Assigns. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

15.13. Effective Date. This Agreement shall be effective as of the date that the City Councils of both Parties have approved it by resolution or minute action and the Agreement has been executed by both Parties' authorized representatives.

15.14. Reservation of Governmental Authority. Nothing contained in this Agreement shall preclude Beaumont or Calimesa, and/or either of them, from seeking and obtaining any civil or criminal court order for violation of any city, county, state, or federal ordinance, regulation, statute, or other law with respect to the CCVP Property and/or the implementation of this Agreement, if such action is required to protect the health, safety or welfare of the public or is required to comply with applicable county, state or federal law, court order or the order of any city, county, state or federal agency or public agency.

15.15. Execution of Counterparts. This Agreement may be executed in counterparts which, when taken together, shall constitute one original agreement. Facsimile or electronic counterparts shall be effective as if the original signed counterpart were delivered.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, each Party hereto has pursuant to resolution or minute action duly passed and adopted by their respective city councils caused this Agreement to be executed the day and year first above written.

ATTEST:
DEPUTY CITY CLERK
CITY OF Beaumont

CITY OF Beaumont, a California
municipal corporation

By: _____

By: _____

APPROVED AS TO FORM:

, Mayor

By: _____

John O. Pinkney
City Attorney

ATTEST:
CITY CLERK
CITY OF Calimesa

CITY OF Calimesa, a California
municipal corporation

By: _____

Mayor

By: _____

Darlene Gerdes
Deputy City Clerk

APPROVED AS TO FORM:

By: _____

Quinn M. Barrow
City Attorney

EXHIBIT "A"**LEGAL DESCRIPTION AND MAP CCVP OF PROPERTY****LEGAL DESCRIPTION**

PER PRELIMINARY TITLE REPORT UNDER ORDER NO. RIW-4414589 PREPARED BY LAWYERS TITLE COMPANY DATED NOVEMBER 6, 2013.

REAL PROPERTY IN THE CITY OF CALIMESA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL "A" OF LOT LINE ADJUSTMENT 07-03, RECORDED FEBRUARY 4, 2008 AS INSTRUMENT NUMBER 2008-0054736, BEING A PORTION OF PARCEL "K" OF LOT LINE ADJUSTMENT NO. 4188 RECORDED FEBRUARY 2, 2000 AS INSTRUMENT NO. 2000-039255 AND AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 109 OF RECORD OF SURVEYS, PAGES 7 THROUGH 13, INCLUSIVE, TOGETHER WITH PARCEL 3 OF PARCEL MAP 30306 FILED IN BOOK 202 OF PARCEL MAPS, PAGES 1 AND 2 ALL RECORDS OF RIVERSIDE COUNTY LOCATED IN THE CITY OF CALIMESA, COUNTY OF RIVERSIDE, SECTIONS 31 AND 32, TOWNSHIP 2 SOUTH RANGE 1 WEST SAN BERNARDINO MERIDIAN, STATE OF CALIFORNIA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 31 DISTANT 297.42 FEET NORTHERLY OF THE EAST QUARTER CORNER OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, SOUTH 49°19'25" EAST, A DISTANCE OF 105.80 FEET; THENCE SOUTH 02°05'13" WEST, A DISTANCE OF 196.91 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF CHAMPIONS DRIVE SHOWN AS LOT "A" ON TRACT MAP NO. 30748-1 FILED IN BOOK 358 OF MAPS, PAGES 19 THROUGH 25 INCLUSIVE AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 691.00 FEET, A LINE RADIAL TO SAID CURVE AT SAID POINT BEARS SOUTH 34°47'05" EAST; THENCE ALONG THE NORTHERLY RIGHT OF WAY OF SAID CHAMPIONS DRIVE THE FOLLOWING SDC COURSES: THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 586.62 FEET THROUGH A CENTRAL ANGLE OF 48°38'27"; THENCE TANGENT TO SAID CURVE, NORTH 76°08'38" WEST, A DISTANCE OF 181.14 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1153.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 284.05 FEET THROUGH A CENTRAL ANGLE OF 14°06'55"; THENCE TANGENT TO SAID CURVE, SOUTH 89°44'28" WEST, A DISTANCE OF 798.92 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 956.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 10.62 FEET THROUGH A CENTRAL ANGLE OF 00°38'11"; THENCE TANGENT TO SAID CURVE, NORTH 89°37'21" WEST, A DISTANCE OF 848.57 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 31; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE AND ALONG SAID WEST LINE, NORTH 01°36'26" EAST, A DISTANCE OF 10.04 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 31 AND THE SOUTH LINE OF SAID PARCEL 3 AS SHOWN ON SAID PARCEL MAP NO. 30306; THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 31 AND THE WEST LINE OF SAID PARCEL 3, NORTH 01°36'26" EAST, A DISTANCE OF 290.73 FEET TO THE NORTHERLY LINE OF SAID PARCEL 3; THENCE ALONG SAID NORTHERLY LINE, SOUTH 89°36'32" EAST, A DISTANCE OF 899.56 FEET TO AN ANGLE POINT THEREIN; THENCE CONTINUING ALONG SAID NORTHERLY LINE, NORTH 62°34'03" EAST, A DISTANCE OF 1216.58 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL 3 AS SHOWN ON SAID PARCEL MAP 30306; THENCE ALONG SAID NORTHEASTERLY LINE, SOUTH 51°32'32" EAST, A DISTANCE OF 520.61 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 9950.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 269.80 FEET THROUGH A CENTRAL ANGLE OF 01°33'13" TO THE EAST LINE OF SAID SECTION 31, A LINE RADIAL TO SAID CURVE AT SAID POINT BEARS NORTH 40°00'41" EAST; THENCE ALONG SAID EAST LINE, SOUTH 02°05'13" WEST, A DISTANCE OF 60.37 FEET TO THE POINT OF BEGINNING.

Final 12/10/2002

**AGREEMENT BETWEEN THE
CITY OF BEAUMONT, THE CITY OF CALIMESA,
OAK VALLEY PARTNERS, L.P., AND PARDEE CONSTRUCTION COMPANY
REGARDING THE ANNEXATION OF THE
OAK VALLEY SCPGA GOLF COURSE SPECIFIC PLAN AREA**

THIS AGREEMENT is made and effective by and between the CITY OF BEAUMONT ("Beaumont"), the CITY OF CALIMESA ("Calimesa"), OAK VALLEY PARTNERS, L.P. ("Oak Valley") and PARDEE CONSTRUCTION COMPANY, a California corporation ("Pardee"). Beaumont, Calimesa, Oak Valley and Pardee shall sometimes be collectively referred to as the "Parties".

RECITALS

A. Calimesa objects to Beaumont's pending Annexation No. 02-ANX-02, which provides for various actions involving a 1747.9 acre area known as the "Oak Valley SCPGA Golf Course Specific Plan" (Riverside County Specific Plan No. 318) to Beaumont (the "Project"). The Project is generally located on the southwest side of Interstate 10, north of San Timoteo Canyon Road/Oak Valley Parkway, within Beaumont's sphere of influence. Except for approximately 150 acres owned by Pardee, and 500 acres owned by the Southern California Section of the P.G.A., the Project is owned by Oak Valley.

B. The purpose of this Agreement is to resolve Calimesa's objections to Beaumont's pending annexation of the Project, and to avoid lengthy and costly litigation.

C. It is the desire of Oak Valley and Pardee that this Agreement be made so that their respective development plans can be implemented.

NOW, THEREFORE, in consideration of the mutual terms, promises, covenants and conditions contained herein, the Parties agree as follows:

AGREEMENT

1. Beaumont Agrees as Follows:

a. **Street Access and Alignment.** Beaumont shall provide, as part of the Project implementation, for access to properties within Calimesa that adjoin Desert Lawn Drive and Champions Drive, to Riverside County Standards. Notwithstanding the provisions of Paragraph 1.b. below, Calimesa agrees that Beaumont shall retain temporary jurisdiction to facilitate the review, approval, permitting and inspection of both sides of Champions Drive for the purpose of causing the intersection of Champions Drive and Desert Lawn Drive to be constructed as a "T" intersection.

b. **Remnant Parcel.** Beaumont shall remove from Annexation 02-ANX-02 the irregularly-shaped parcel of land, consisting of about 7.5 acres, situated west of Desert Lawn Drive and north of realigned Champions Drive, as shown on attached Exhibit "A", and shall further require, as a condition of development of the Project, the dedication to Calimesa of the Desert Lawn Drive and Champions Drive right-of-way indicated on Exhibit "A". Beaumont shall not object to Calimesa's annexation of that property to Calimesa.

c. **Extraterritorial Sewer Service.** Plantation on the Lakes Mobilehome Park (APN 406-050-018, the "Mobilehome Park") and the commercial area adjacent thereto (APN 406-050-002, 406-050-003, 406-050-004, 406-050-019, 406-050-020, APN 406-050-021 and APN 407-230-010, hereafter collectively referred to as the "Commercial Area") are not presently served with off-site wastewater treatment and disposal. Beaumont owns and operates a community wastewater collection, treatment and disposal system. Beaumont agrees to provide wastewater treatment and disposal service to the Mobilehome Park and the Commercial Area as follows:

i. As private development progresses and a trunk main is built to the Beaumont city boundary where it adjoins the Mobilehome Park, Beaumont shall cause to be provided a sewer pipeline stub-out to the southerly boundary of the Mobilehome Park.

ii. Once the sewer stub-out is available and provided LAFCO approves, the Mobilehome Park and the Commercial Area may connect and obtain sewer service from Beaumont at the Commercial Area's and the Mobilehome Park's sole cost and expense and in accordance with Beaumont's rules and regulations governing sewer service in effect at the time of such connection.

d. **Split of Sales Tax Revenue.** Beaumont shall share with Calimesa, on a 50/50 basis, gross sales tax revenue generated by all commercial development within the Project during the 15-year period commencing July 1, 2003 and ending June 30, 2018. Payment of Calimesa's share of sales tax revenue received by Beaumont shall be made within 60 days of receipt thereof from the State Board of Equalization. Beaumont shall provide Calimesa with a statement of account upon request of Calimesa.

e. **Split of Transient Occupancy Tax.** Beaumont shall share with Calimesa, on a 50/50 basis, gross transient occupancy tax ("TOT") revenue generated by all hotel and motel development within the Project, commencing with the issuance of the first certificate of occupancy for a hotel or motel business and for up to 15 years thereafter, but under no circumstances and in no event shall Beaumont share any TOT revenue with Calimesa after June 30, 2028. Payment of Calimesa's share of TOT revenue received by Beaumont shall be made within 60 days of the conclusion of any period of reporting and payment of such taxes by the affected businesses. Beaumont shall provide Calimesa with a statement of account upon request by Calimesa.

f. **Residential Building Permit Surcharge.** Concurrently with the issuance of each original residential building permit within the Project, Beaumont shall levy and collect a \$100.00 Residential Building Permit Surcharge from Oak Valley and Pardee and their respective successors and assigns. Beaumont shall remit to Calimesa all Surcharge monies collected in any quarterly period not later than 90 days following the end of each respective quarter.

g. **Additional Payments.** In addition to the Residential Building Permit Surcharge, a total of \$100,000.00 shall be delivered to Beaumont by Oak Valley and Pardee and forwarded to Calimesa in accordance with Paragraphs 3.b, and 4.c. below.

2. **Calimesa Agrees as Follows:**

a. Calimesa shall not challenge, object to, or otherwise contest Beaumont's approval and development of the Project or the proposed annexation of the Project to Beaumont.

b. Calimesa shall withdraw LAFCO Application No. 1998-08-3.

c. Calimesa shall not cooperate with, assist, support, abet, knowingly confer with or otherwise accommodate any person or entity proposing to challenge or otherwise contest Beaumont's approval and development of the Project or the proposed annexation of the Project to Beaumont.

3. **Oak Valley Agrees as Follows:**

a. **Obligation to Pay Residential Building Permit Surcharge.** Concurrently with the issuance of each original residential building permit for a residential lot within the Project (excepting that portion of the Project owned by Pardee), Oak Valley hereby agrees, for itself and for its successors and assigns, to pay to Beaumont the \$100.00 Residential Building Permit Surcharge.

b. **Obligation to Pay Additional Payments.** In addition to the Residential Building Permit Surcharge, Oak Valley agrees for itself, and for its successors and assigns, to pay additional payments totalling \$75,000.00. Payment of this sum shall be made and delivered in four installments to Beaumont as follows: \$18,750.00 upon the expiration of the statute of limitations for challenging LAFCO's approval of the annexation to the Project to Beaumont, or, if a challenge, claim or lawsuit is filed within the statute of limitations, upon final resolution of such challenge, claim or lawsuit (the "First Payment"); \$18,750.00 upon expiration of 90 days following the First Payment (the "Second Payment"); \$18,750.00 upon expiration of 90 days following the Second Payment (the "Third Payment"); \$18,750.00 upon expiration of 90 days following the Third Payment (the "Fourth Payment"). Upon receipt of each Payment, Beaumont shall, within ten (10) days of receipt, remit each Payment to Calimesa.

c. **Indemnification.** To fully indemnify, to the maximum extent permitted by law, Beaumont and Calimesa against, and hold each of them and their respective employees and agents completely free and harmless from, any cost, expense, claim, demand, judgment, loss, injury and/or liability of any kind or nature, asserted or otherwise, whether in contract or tort, that may arise, directly or indirectly, from, or be occasioned by, or be in any way connected with Oak Valley's performance and/or failure to perform under this Agreement.

4. **Pardee Agrees as Follows:**

a. **Access and Dedication of Right-of-Way.** Pardee is the owner of the property depicted on Exhibit "A" hereto. In accordance with the provisions of Paragraphs 1.a. and 1.b. above, Pardee shall provide access and dedicate to Calimesa for public right-of-way and utility purposes that portion of the property indicated on Exhibit "A" which is necessary for the realignment and improvement of Champions Drive and Desert Lawn Drive.

b. **Residential Building Permit Surcharge.** Concurrently with the issuance of each original residential building permit for a residential lot within its portion of the Project, Pardee hereby agrees, for itself and for its successors and assigns, to pay to Beaumont the \$100.00 Residential Building Permit Surcharge.

c. **Obligation to Pay Additional Payments.** In addition to the Residential Building Permit Surcharge, Pardee agrees for itself, and for its successors and assigns, to pay additional payments totalling \$25,000.00. Payment of this sum shall be made and delivered in four installments to Beaumont as follows: \$6,250.00 upon the expiration of the statute of limitations for challenging LAFCO's approval of the annexation to the Project to Beaumont, or, if a challenge, claim or lawsuit is filed within the statute of limitations, upon final resolution of such challenge, claim or lawsuit (the "First Payment"); \$6,250.00 upon expiration of 90 days following the First Payment (the "Second Payment"); \$6,250.00 upon expiration of 90 days following the Second Payment (the "Third Payment"); \$6,250.00 upon expiration of 90 days following the Third Payment (the "Fourth Payment"). Upon receipt of each Payment, Beaumont shall, within ten (10) days of receipt, remit each Payment to Calimesa.

d. **Indemnification.** To fully indemnify, to the maximum extent permitted by law, Beaumont and Calimesa against, and hold each of them and their respective employees and agents completely free and harmless from, any cost, expense, claim, demand, judgment, loss, injury and/or liability of any kind or nature, asserted or otherwise, whether in contract or tort, that may arise, directly or indirectly, from, or be occasioned by, or be in any way connected, with Pardee's performance and/or failure to perform under this Agreement.

5. **Enforcement of Obligations.**

a. **Automatic Nullity.** This Agreement shall become automatically null and void, without further notice or liability, in the event Calimesa or anyone successfully

challenges or otherwise successfully contests Beaumont's approval and development of the Project or the proposed annexation of the Project to Beaumont.

b. **Waiver.** Any waiver by one of the Parties of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent breach. No provision of this Agreement may be waived unless in writing and signed by the Parties.

c. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

d. **Dispute Resolution.**

i. The Parties will attempt in good faith to resolve promptly any dispute, controversy or claim arising out of or relating to this Agreement or any claimed breach thereof (collectively, "dispute") by direct negotiation between the respective City Managers and the senior executives of the non-municipal Parties who have authority to settle the dispute.

ii. The disputing Party shall give the other Party or Parties written notice of the dispute. Within ten (10) calendar days after notice is given, the Party receiving the notice shall respond to the notice in writing, or, if the dispute has not been resolved, the negotiating Parties shall meet at a mutually acceptable time and place, and thereafter as often as those negotiators reasonably deem necessary, to exchange relevant information and attempt to resolve the dispute.

iii. If the dispute has not been resolved within thirty (30) days after the disputing Party gives notice, or if the Party receiving notice refuses to meet, either Party may initiate mediation of the dispute in accordance with the rules and procedures of the Judicial Arbitration and Mediation Service ("JAMS"), with each Party to bear its own attorneys' fees and costs of the mediation.

iv. If the dispute has not been resolved within sixty (60) days after a Party has given notice of intent to initiate mediation or either Party will not participate in the mediation, or if the mediator has concluded that the Parties are at impasse, whichever shall happen first, the dispute may be resolved by legal action.

v. If legal action is brought by any Party against the other arising from any dispute the prevailing Party shall be entitled to an award of reasonable attorneys' fees and costs.

6. **Rescission of Cooperative Agreement.** Beaumont and Calimesa hereby rescind that certain Cooperative Agreement between them dated July 23, 1997.

7. **No Third Party Beneficiaries.** Nothing in this Agreement, expressed or implied, is intended to confer any rights or remedies upon any person other than Calimesa and Beaumont.

8. **Further Documents.** Provided that it is reasonable and necessary to carry out the provisions of this Agreement, each Party to this Agreement, for itself and for its successors and assigns, agrees to execute or deliver any instrument (in recordable form, if required).

9. **Integration.** This Agreement contains the entire agreement and understanding between and among the Parties with respect to the subject matter hereof. There are no oral understandings, terms, conditions or promises, and none of the Parties have relied upon any representation, expressed or implied, not contained in this Agreement. This Agreement may only be modified or amended in writing and must be signed by each of the Parties.

10. **Costs and Fees.** The Parties shall bear their own costs and fees incurred to date in connection with the subject matter of this Agreement.

11. **Authorization to Sign.** The undersigned individuals, signing on behalf of Oak Valley and Pardee, hereby warrant and represent that they are duly and lawfully authorized to sign this Agreement and to bind Oak Valley, and its successors and assigns, and Pardee and its successors and assigns, to all of the terms, conditions and provisions of this Agreement. They further specifically acknowledge and agree that this Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.

12. **Execution.** Four originals of this Agreement shall be executed by the Parties, so that each Party shall be entitled to retain an original signed Agreement. This Agreement shall not be executed in counterparts.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

APPROVED AND ACCEPTED:

CITY OF BEAUMONT

Dated: 12-13-02

By Brian DeForge
BRIAN DEFORGE, Mayor

ATTEST:

Buckley Wynn (Deputy)
City Clerk

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AND ACCEPTED:

CITY OF CALIMESA

Dated: December 13, 2002

By [Signature]
GREGORY V. SCHOOK, Mayor

ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM

By [Signature]
City Attorney

APPROVED AND ACCEPTED:

OAK VALLEY PARTNERS, L.P.

Dated: 12/11/02

By [Signature]
Print Name: John W. Ohanen Jr.
Title: Project Director

APPROVED AND ACCEPTED:

PARDEE CONSTRUCTION COMPANY

Dated: 12/18/02

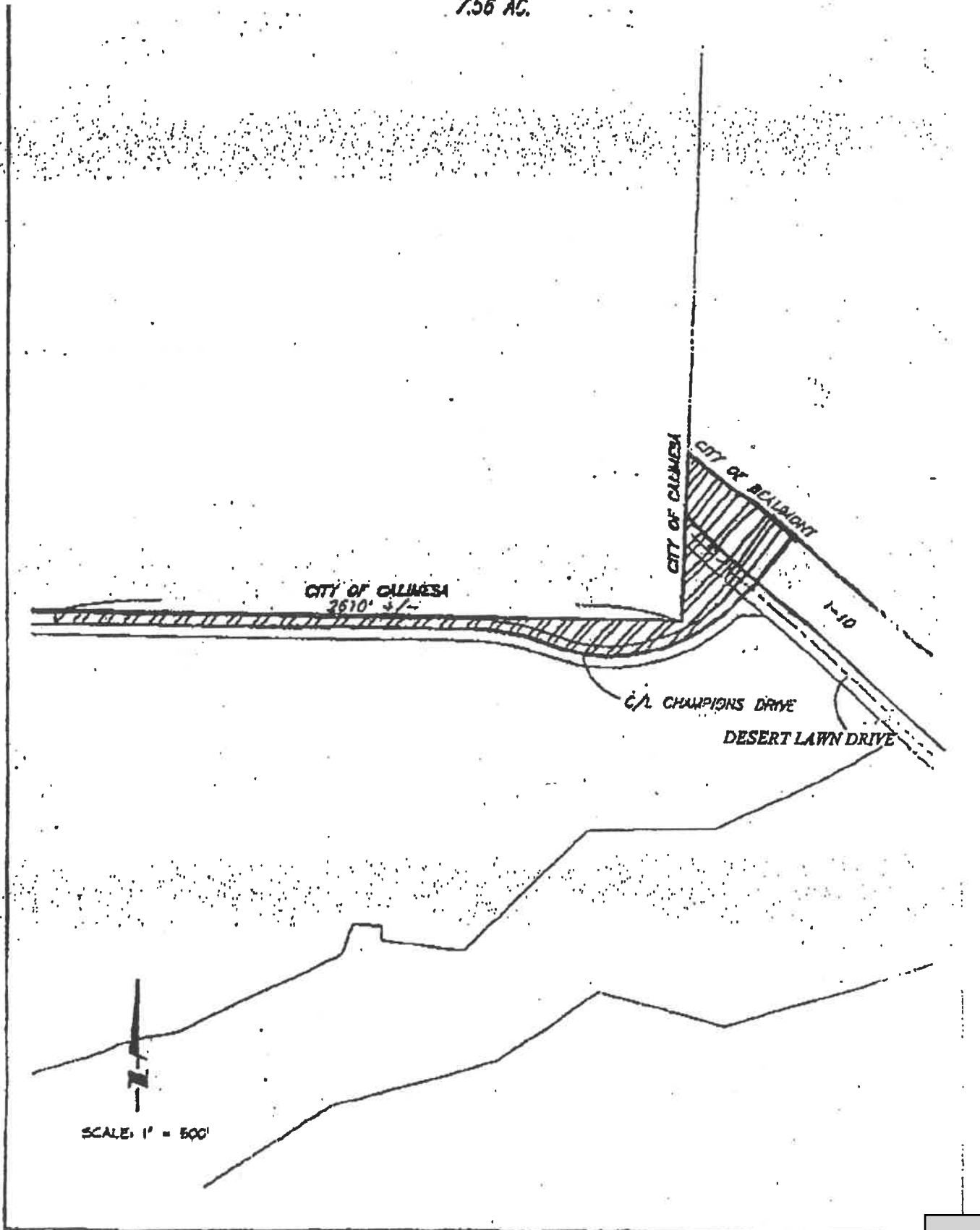
By [Signature]
~~President~~ Director Comm. Development
Print Name: Michael Taylor

Dated: _____

By N/A
Secretary
Print Name: _____

EXHIBIT "A"

7.56 AC.





City of Beaumont

Item 14.

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

Email: cityhall@ci.beaumont.ca.us
www.ci.beaumont.ca.us

July 30, 2006

Mr. Dennis R. Wagoner
Plantation on the Lake
10961 Desert Lawn Drive
Calimesa, California 92320

RE: Plantation on the Lakes - Sewer Service and Connection Costs

Dear Mr. Wagoner:

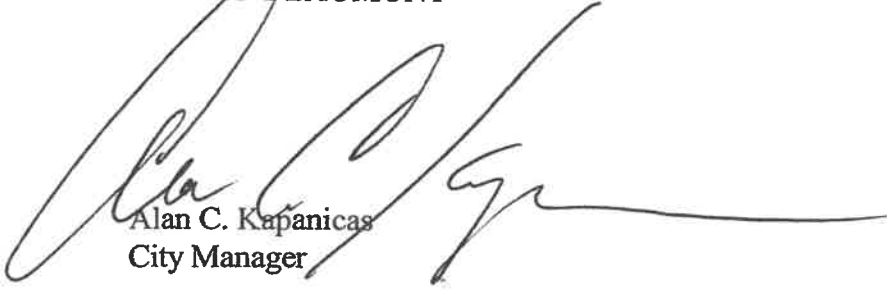
Thank you for your letter requesting sewer service for 507 existing and 70 future dwelling units in the Plantation on the Lake project in Calimesa. This letter will outline the costs to connect 507 existing and 70 future dwelling units to the City of Beaumont sewer system in accordance with that certain settlement agreement between the City of Beaumont and the City of Calimesa.

The total cost to connect the 507 existing units is currently \$2,138,962.41. This cost could be financed by the City of Beaumont as part of the sewer service charge and spread over the 577 lots so the sewer service charges would be level throughout the project. The future 77 units would pay a connection fee of \$4,218.86 at the time of connection to the sewer system. The combined service and financed connection charge would be \$44.92 per month, subject to future adjustments in the rates and charges. The financed portion of the charge is based on a thirty year amortization schedule and a 5% rate of interest. The City of Beaumont will not agree to maintain the on site sewer collection system as it is a private system built to the specifications of others.

In order to move forward, the City of Calimesa must obtain approval from the Riverside County Local Agency Formation Commission (LAFCO) to allow the City of Beaumont to provide sewer service outside the city limits. I believe this should be a simple process based on Calimesa purchasing capacity in the Beaumont sewer system. It would therefore be most desirable if Calimesa made a formal request to Beaumont and LAFCO, and also agreed to place any delinquencies on the tax roll for collection since Beaumont has no jurisdiction to do so directly. The City of Beaumont would agree to work closely with Calimesa in this regard.

Thank you again for your letter. Please let me know if I can provide any additional information with respect to this matter.

Very truly yours;
CITY OF BEAUMONT

A large, stylized handwritten signature in black ink, appearing to read 'Alan C. Kapanicas', is written over the typed name and title.

Alan C. Kapanicas
City Manager

cc: David Lane, City Manager, City of Calimesa



City of Calimesa
908 Park Avenue, Calimesa, California 92320

October 16, 2008

Mr. Alan Kapanicas
 City Manager
 City of Beaumont
 550 East 6th Street
 Beaumont, California 92223

SUBJECT: Request for City of Beaumont to Provide Sewer Capacity for 30-acre Commercial Site Located at Champions Drive & Desert Lawn Drive, Calimesa, California

Dear Mr. Kapanicas:

The City of Calimesa is requesting your cooperation in resolving a sewer issue facing a 30-acre commercially zoned property located on the northwest corner of Champions Drive and Desert Lawn Drive in the City of Calimesa. This property is owned by Novak/Sunlite/WDCII General Partnership. The property is within the boundaries of Beaumont/Cherry Valley Water District (BCVWD), and BCVWD provides water service to the property. However, no entity presently provides sewer service to the property. The City of Calimesa is asking that the City of Beaumont enter into an agreement consenting to provide sewer capacity to this site based on a recent determination from the Riverside County Local Agency Formation Commission (LAFCO).

Within the last five years, Sunlite Development, on behalf of the property owner, has been attempting to develop the subject site but has been unable to resolve the sewer issue. At the time the property was annexed into the BCVWD, it was understood that BCVWD would eventually activate its latent sewer powers to serve this property and other properties located within BCVWD's jurisdictional boundaries throughout Calimesa and Beaumont. However, in 2007, the voters turned down the ballot measure that would make this happen, and it is our understanding that, as a result, LAFCO is unable to authorize BCVWD to provide actual sewer service to the project. We have also determined that the City of Beaumont may not lawfully provide extra-territorial sewer service outside its jurisdictional boundaries.

Sunlite Development has approached the City of Calimesa and requested that the City of Calimesa and the City of Beaumont enter into an agreement for Beaumont to provide *sewer capacity* to the property, based on the settlement agreement that was entered into between the City of Calimesa, the City of Beaumont, Oak Valley Partners, and Pardee Construction Company on December 11, 2002 in connection with the annexation of the Oak Valley Golf Course Specific Plan Area. Specifically, Section 1(c) on Page 2 of the settlement agreement, reads as follows (see attached copy):



"1. **Beaumont Agrees as Follows:**

...

c. **Extraterritorial Sewer Service.** Plantation on the Lakes Mobilehome Park (APN 406-050-018, the "Mobilehome Park") and the commercial area adjacent thereto (APN 406-050-002, 406-050-003, 406-050-004, 406-050-19, 406-050-020, ANP 406-050-021 and APN 407-230-010, hereinafter collectively referred to as the "Commercial Area") are not presently served with offsite wastewater treatment and disposal. Beaumont owns and operates a community wastewater collection, treatment and disposal system. Beaumont agrees to provide wastewater treatment and disposal service to the Mobilehome Park and the Commercial Area as follows:

i. As private development progresses and a trunk main is built to the Beaumont City boundary where it adjoins the Mobilehome Park, Beaumont shall cause to be provided a sewer pipe line stub-out to the southerly boundary of the Mobilehome park.

ii. Once the sewer stub-out is available and provided LAFCO approves, the Mobilehome Park and the Commercial Area may connect and obtain sewer service from Beaumont at the Commercial Area's and Mobilehome Park's sole cost and expense and in accordance with Beaumont's rules and regulations governing sewer service in effect at the time of such connection."

(Underlined italicized emphasis added.) A complete copy of the settlement agreement is provided with this letter for your convenience. Part of the commercial area referred to in the settlement agreement is the 30-acre site identified in the first paragraph of this letter (i.e., APN 406-050-21).

We understand that the sewer pipe line stub-outs have been constructed in the City of Beaumont portion of Champions Drive, directly adjacent to the City of Calimesa portion of Champions Drive and directly across from the subject property. The two stub-outs are approximately fifty (50) feet from the property. Recently, LAFCO informed Sunlite and the City of Calimesa that LAFCO does not consider provision of sewer capacity by Beaumont to the property, or provision of billing service by BCVWD, to be an exercise of latent sewer powers or extraterritorial provision of sewer service by the City of Beaumont or BCVWD, but rather considers these services to be administrative functions. As such, LAFCO has advised the property owner and the City of Calimesa that no LAFCO action is required in order for the City of Calimesa to form a district to own the portion of the sewer pipe in Calimesa, for the City of Beaumont to provide sewer capacity to the property, and for BCVWD to provide billing service to collect fees owed to the City of Beaumont from the property owner for provision of sewer capacity. A copy of the email confirmation from LAFCO is attached to this letter for your information (see attached email from Adriana Romo - LAFCO, dated 9/12/08, and Sunlite letter to LAFCO, dated 9/3/08).

In order to effectuate provision of sewer capacity to the property so that a feasible development application may be processed by the property owner, an agreement will be needed between the City of Calimesa, the City of Beaumont, BCVWD and the property owner. Therefore, the City of Calimesa

City of Beaumont Sewer Capacity Request
 October 16, 2008
 Page 3 of 3



requests that the City of Beaumont enter into such an agreement to provide sewer capacity to the subject 30-acre site. Together with this request, the City of Calimesa will also submit a request to BCVWD that BCVWD enter into this agreement to serve as the billing agent for sewer service for the subject property. According to the property owner, BCVWD has agreed to this arrangement as long as the Cities of Beaumont and Calimesa are also in agreement. BCVWD will provide both water service and sewer collection fee service. As such, we ask that the City of Beaumont provide a written response to the City of Calimesa, BCVWD, and the property owner indicating its willingness to work with the City of Calimesa and BCVWD to enter into a mutually acceptable agreement to accomplish these purposes.

In order to provide for financing for the construction and maintenance of the sewer line, Sunlite Development, on behalf of the property owner, has notified the City that the property owner will agree to the establishment of an assessment district to own, operate, and maintain those portions of the sewer system within the City right-of-way. The costs for establishing the assessment district as well as a development agreement to build, operate, and maintain the sewer system would be paid 100 percent by the developer and property owner. As part of the agreement, the developer and property owner must also agree to indemnify and hold the City of Calimesa harmless as to the operation, maintenance, repair, damage to or other requirements. It is our understanding that the formation of an assessment district to finance the construction, maintenance, and operations of the sewer line will be acceptable to LAFCO (see attached email from Adriana Romo - LAFCO, dated 9/12/08, and Sunlite letter to LAFCO, dated 9/3/08).

The City of Calimesa is willing to prepare a draft agreement for consideration by the City of Beaumont, BCVWD, and the property owner. We suggest that a meeting of the principles from the City of Beaumont, City of Calimesa, and BCVWD be arranged to discuss the relevant issues. I would be happy to take the lead on setting up such a meeting.

Please contact me as soon as possible to discuss these issues. Your anticipated courtesy and cooperation are appreciated.

Sincerely,

Randy Anstine
 Interim City Manager

cc: Sunlite Development c/o Paul Dewey, P.O. Box 10668, Palm Desert, CA 92255
 Chuck Butcher, BCVWD
 Gus Romo, Community Development Director
 Kevin G. Ennis, City Attorney
 Amy Greyson, Assistant City Attorney

Enclosures: December 11, 2002 Settlement Agreement
 LAFCO email dated 9/12/08
 Sunlite letter to LAFCO dated 9/3/08



November 4, 2020

Mr. Todd Parton, City Manager
 City of Beaumont
 550 E. 6th Street
 Beaumont, CA 92223

Ms. Bonnie Johnson, City Manager
 City of Calimesa
 908 Park Avenue
 Calimesa, CA 92320

RE: Sewer Service to the Country Club Village Development Property

Dear Mr. Parton and Ms. Johnson:

The City of Calimesa raised a question regarding the applicability of Government Code Section 56133 (extraterritorial service provision) to a proposed extension of sewer service to the subject development phase to the affected parcels within the Calimesa/Beaumont Agreement of December 2002. In the current instance, the City of Calimesa is requesting such a determination on behalf of itself and the City of Beaumont. I offer the following findings and determinations.

Generally, a local agency may extend services outside of its boundaries only if it first receives approval from LAFCO. Such a determination has two advantages. First, it provides consistency in the application of the law. Second, by having the regulatory agency with jurisdiction over the matter make the determination that a particular service extension is appropriate, it provides some protection to the affected parties.

The specific requirements and restrictions are set forth in Cortese-Knox-Hertzberg Government Code Section 56133 (a):

Pursuant to Government Code Section 56133 (a) A city or district may provide new or extended services by contract or agreement outside its jurisdictional boundary only if it first requests and receives written approval from the commission.

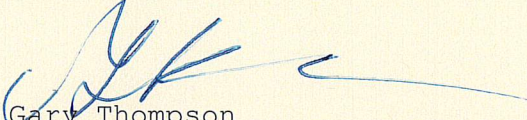
Copy of a proposed Multi-Jurisdictional agreement/contract between the Cities of Beaumont and Calimesa which agrees to the delivery of sewer service to the County Club Village Property. Based on 56133 (a) this can be taken to the LAFCO Commission for consideration and approval by the Commission. The formal agreement/contract shall be executed by the cities

prior it going to the Commission and included as part of the Application for Extra-territorial Service Provision.

In conclusion, the City of Beaumont extending services to the City of Calimesa, can be considered by the Commission under Government Code Section 56133 (a) after execution and submittal of an formal agreement between the two cities and an application to Riverside LAFCO.

Please feel free to call me if you have any questions or concerns relative to these findings.

Sincerely,



Gary Thompson
Executive Officer

Enc: Map: Parcels covered by the 12/10/2002 agreement



CITY COUNCIL MEETING AGENDA REPORT AGENDA ITEM NO. X

SUBJECT: MULTI-JURISDICTIONAL AGREEMENT BETWEEN THE CITY OF BEAUMONT AND THE CITY OF CALIMESA RELATING TO THE PROVISION OF SEWER SERVICES BY THE CITY OF BEAUMONT TO CERTAIN PROPERTY WITHIN THE CITY OF CALIMESA (COUNTRY CLUB VILLAGE PROJECT)

MEETING DATE: August 2, 2021

PREPARED BY: Kelly Lucia, Planning Manager

RECOMMENDATION: That the City Council:

Approve the “Multi-Jurisdictional Agreement Between the City of Beaumont and The City of Calimesa Relating to the Provision of Sewer Services by the City of Beaumont to Certain Property Within the City of Calimesa” (Attachment A).

BACKGROUND/DISCUSSION:

As Council is aware, the City of Calimesa is not a utility provider. As such, the City relies upon other public agencies to provide services such as water, electricity, sewer, and gas to its residents. While the majority of Calimesa residents receive sewer service from the Yucaipa Valley Water District, there are approximately 135 acres located in the southwest portion of Calimesa that are not currently within the service area of any sewer provider.



Figure 1. Calimesa properties without sewer service outlined in purple.

In December 2002, the City entered into the “Agreement between Beaumont, Calimesa, Oak Valley Partners, L.P., and Pardee Construction Company Regarding The Annexation Of The Oak Valley SCPGA Golf Course Specific Plan Area” (“Settlement Agreement”). As an operative provision of the Settlement Agreement, the City of Beaumont agreed to provide sewer services to certain real property within Calimesa. The properties include approximately 90 of the 135 acres that do not have sewer service in Calimesa. See Figure 2 below.

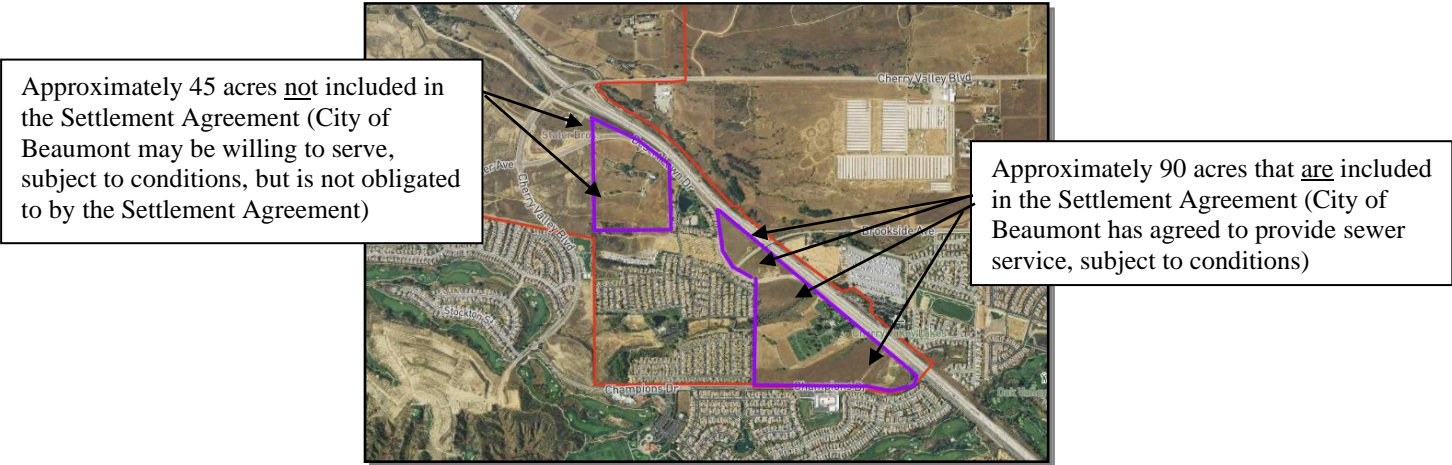


Figure 2. Properties included in 2002 Settlement Agreement

One of the affected properties subject to the Settlement Agreement is an approximately 30-acre mixed use project titled Country Club Village, located at the intersection of Desert Lawn Drive and Champions Drive as shown in Figure 3 below. As entitled, the project consists of a +/- 266-unit senior assisted living/memory care facility, 150 room/56,750 sf hotel, 30,000 sf medical office building, a 17,200-sf market, 7,300 sf of retail space, a 4,800 sf restaurant, and 1,725 sf drive through pad. The related project entitlements are Tentative Tract Map 36766, Development Plan Review 14-03, Conditional Use Permit 14-03, Determination of Similar Use 14-01, Variance 14-01, Environmental Assessment 14-01, and Minor Modification 18-02. See Figure 3 below.

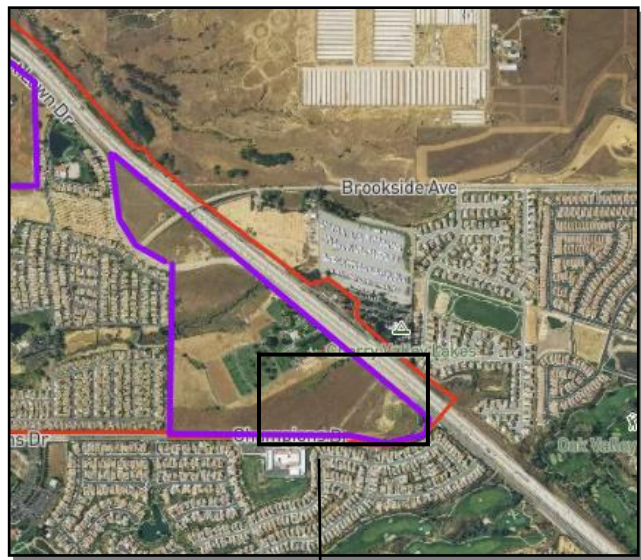


Figure 3. Country Club Village Site Plan

Pursuant to Section 1(c) of the Settlement Agreement, the City of Beaumont issued a sewer will serve letter to the Country Club Village project on December 16, 2014. The will serve letter stated that the details regarding sewer service to the project would be approved by the City Council of the City of Beaumont prior to service being provided to the property. Upon project approval, the applicant approached the City of Beaumont to determine the requirements to obtain the sewer connection. City of Beaumont staff provided the applicant with the following pre-connection requirements:

1. **Sewer study.** The applicant shall submit a sewer study to the City of Beaumont to determine the scope of any physical improvements required to connect to its municipal

wastewater system. These improvements may include (but are not limited to) construction/expansion of lift station facilities, an increased capacity for existing conveyance lines, and/or the installation of new conveyance lines from the point of connection to the wastewater treatment plant. The cost of the improvements shall be borne by the applicant. **Status: The applicant is currently finalizing the sewer study process with the City of Beaumont.**

2. **Local Agency Formation Commission Approval (LAFCO).** Pursuant to California Government Code Section 56133(a), a city may provide new services by agreement outside of its jurisdictional boundary only if it first requests and receives approval from the Local Agency Formation Commission (LAFCO). In a letter dated November 4, 2020, LAFCO provided notice that the City of Beaumont may only provide sewer services to the project if the Cities of Calimesa and Beaumont execute a Multi-Jurisdictional Agreement approved by LAFCO. **Status: The applicant is coordinating with the City of Beaumont to prepare and submit the necessary application package to LAFCO. If approved by Calimesa City Council, the Multi-Jurisdictional Agreement provided as Attachment A of this staff report will be considered by Beaumont City Council. Should both City Councils approve the agreement, it will be submitted to LAFCO for review and approval.**

3. **Regulatory Approvals.** The City of Beaumont recently obtained authorization to discharge non-reclaimable waste from its wastewater treatment plant through the Inland Empire Brine Line to a treatment plant that is owned and operated by the Orange County Sanitation District. As such, the applicant will be required to enter into a second Multi-Jurisdictional agreement between the Cities of Beaumont/Calimesa, and the applicant. This agreement would authorize the City of Beaumont to perform ongoing code enforcement functions within the project related to wastewater discharge, to require wastewater surveys at the time of business license submittal/change in occupancy, and to enforce its pre-treatment ordinance. **Status: Work has not commenced on this second multi-jurisdictional agreement. It will be considered by both City Councils at a later date.**

SUMMARY:

- The City of Calimesa is not a utility provider.
- Most residences and business in the City receive sewer service from the Yucaipa Valley Water District.
- There are approximately 135 acres in the City that are not located within the service territory of any sewer provider.
- In December 2002, the Cities of Beaumont and Calimesa entered into a settlement agreement in which the City of Beaumont agreed to provide sewer service to approximately 90 acres (of the 135 acres) within the City of Calimesa that do not have sewer service.
- Pursuant to the 2002 settlement agreement, the City of Beaumont issued a sewer will serve letter to the 30-acre mixed use Country Club Village project in December 2014.
- On November 4, 2020, LAFCO staff informed both Cities that Beaumont may only provide sewer services to the Country Club Village Project if Calimesa and Beaumont execute a Multi-Jurisdictional Agreement approved by LAFCO under California Government Code Section 56133(a).

- If approved by both City Councils, the Multi-Jurisdictional Agreement (provided Attachment A to this staff report) will be submitted to LAFCO for consideration. The purpose of the LAFCO application will be to authorize the City of Beaumont to provide sewer service to the Country Club Village Project, which is located outside of its jurisdictional limits.

FISCAL IMPACT: None. The costs associated with approval of this multi-jurisdictional agreement are the obligation of the applicant.

ATTACHMENTS:

Attachment A: Multi-Jurisdictional Agreement Between the City of Beaumont and The City of Calimesa Relating to the Provision of Sewer Services by the City of Beaumont to Certain Property Within the City of Calimesa



CITY OF BEAUMONT

Item 14.

December 16, 2014

CCV Management LLC.
19138 E. Walnut Drive, Suite 100
Rowland Heights, CA 91748

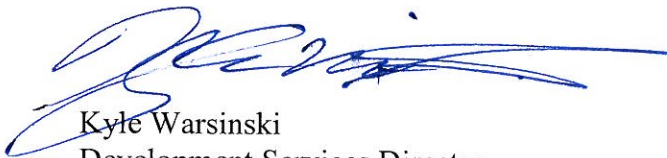
Re: Country Club Village Sewer Will Serve Letter

Dear CCV Management:

Pursuant to Section 1(c) of the Agreement between the City of Beaumont, City of Calimesa, Oak Valley Partners, L.P. and Pardee Construction Company regarding the annexation of the Oak valley SCPGA Golf Course Specific Plan Area, the City of Beaumont will provide sewer service to the commercial project proposed at APN 400-010-003 (previously 406-050-021).

Upon approval of the project through the City of Calimesa, CCV Management LLC shall request an Agreement and Covenants, Conditions and Restrictions affecting real property regarding the provision of sewer serviced to the "County Club Village" with the Beaumont City Council which will set forth the details of providing sewer service to this property. Those details will be approved by the City Council of the City of Beaumont prior to service being provided to the property.

Sincerely,



Kyle Warsinski
Development Services Director



Staff Report

TO: City Council
FROM: Kari Mendoza, Administrative Services Director
DATE: August 3, 2021
SUBJECT: Authorize Employment Contract with Finance Director

Background and Analysis:

Jennifer Ustation has been serving as Interim Finance Director since May 8, 2021. Prior to that, she served as the Senior Accountant since July 2017. She holds an associate's degree in accounting and a bachelor's in business administration. She has over 20 years of accounting and finance experience and holds numerous certificates from the Government Finance Officers Association. The City Manager negotiated the terms and conditions of employment and the City Attorney has reviewed and approved the language in the contract.

Fiscal Impact:

The contract provides for an annual fully loaded fiscal impact of \$179,246 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 contract with Jennifer Ustation and authorize the City Manager to sign the agreement.

Attachments:

- A. Employment Contract
- B. Job Description
- C. Organization Chart

FINANCE DIRECTOR EMPLOYMENT AGREEMENT

This FINANCE DIRECTOR EMPLOYMENT AGREEMENT (hereinafter referred to as the “AGREEMENT”) is entered into and made effective the ___ day of _____ 2021, by and between the CITY OF BEAUMONT, (hereinafter referred to as the “CITY”), and Jennifer Ustation, 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

FINANCE DIRECTOR

WHEREAS, based on EMPLOYEE’s executive and administrative qualifications and ability, the CITY MANAGER desires to appoint EMPLOYEE to serve as the FINANCE DIRECTOR for CITY; and

WHEREAS, EMPLOYEE desires to perform and assume responsibility for the provision of FINANCE DIRECTOR services to CITY; and

WHEREAS, EMPLOYEE and CITY acknowledge and agree that this Agreement is not covered by and shall supersede the Memorandum of Understanding between City of Beaumont and Managers as Individuals Effective January 1, 2020 (“Managers Group MOU”); and

WHEREAS, the Parties wish to establish the terms and conditions of EMPLOYEE’s provision of professional services to CITY through this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, CITY and EMPLOYEE hereby agree as follows:

1. POSITION, DUTIES AND TERM.

1.1 Incorporation of Recitals. The above recitals are incorporated herein and made a part of this Agreement.

1.2 Position. EMPLOYEE accepts employment with CITY as its FINANCE DIRECTOR and shall perform all functions, duties and services set forth in Section 1.5 (Duties) of this Agreement.

1.3 Effective Date of Agreement/Term. This Agreement is for an unspecified term and is subject to the “At-Will” provision in Section 1.4 and termination provision in Section 4.

1.4 Employment with CITY “At-Will”.

(a) EMPLOYEE’s employment status with CITY shall be at-will and terminable with or without cause, at the CITY’S unilateral discretion. EMPLOYEE shall serve

at the pleasure of the City Manager. EMPLOYEE acknowledges, understands and agrees that EMPLOYEE may not avail himself/herself of any procedures, provisions or protections set forth under CITY’s Employment Policies, as defined herein, in so far as such procedures, provisions or protections limit, restrict, modify, prohibit or regulate EMPLOYEE’s status as an “at-will” employee of CITY or the ability of the City Manager to terminate EMPLOYEE’s employment at any time for cause or for convenience and without cause. For purposes of this Agreement, the capitalized term “Employment Policies” means and refers to any ordinance, resolution, regulation, rule, memorandum of understanding, or other written policy of CITY as the same may be amended, modified or supplemented from time-to-time, and any written employment manual of the CITY which governs, regulates or otherwise relates to employment with CITY. CITY’s Employment Policies shall not apply to EMPLOYEE in so far as such Employment Policies limit, restrict, modify or regulate (or may be interpreted to limit, restrict, modify or regulate) EMPLOYEE’s status as an “at-will” employee of CITY. EMPLOYEE shall otherwise comply will all Employment Policies established by the CITY.

(b) Except as otherwise provided under Section 4 (Termination) of this Agreement, EMPLOYEE shall not be entitled to any pre-termination hearing or other similar proceeding or appeal proceeding as a precondition to any decision or action by the City Manager to terminate EMPLOYEE’s employment whether for cause or for convenience and without cause. EMPLOYEE shall also not be entitled to any post-termination appeal proceedings.

(c) Nothing in this Agreement shall confer upon EMPLOYEE any right to any property interest in continued employment with CITY.

1.5 Duties. EMPLOYEE shall serve as the FINANCE DIRECTOR and shall be vested with the powers, duties and responsibilities of the FINANCE DIRECTOR as set forth in the Beaumont Municipal Code, as the same may be amended or modified from time-to-time by the City Council, the California Code, and CITY’s policies and procedures approved by the City Council, as may be provided from time to time. EMPLOYEE’s performance of EMPLOYEE’s duties shall be subject to the direction of the City Manager. It is the intent of the Parties that the FINANCE DIRECTOR keeps the City Manager fully informed of all significant operations or major undertakings of the Department. EMPLOYEE shall provide the City Manager with regular status reports on the operations and activities of EMPLOYEE’S Department. EMPLOYEE shall perform such duties as are customary and appropriate to the position of FINANCE DIRECTOR as well as such special duties as may be assigned to FINANCE DIRECTOR from time to time by the City Manager. Notwithstanding EMPLOYEE’s duties as FINANCE DIRECTOR, nothing in this Agreement shall be construed to prohibit direct communications between the City Manager and employees within EMPLOYEE’S Department. EMPLOYEE shall attend all City Council meetings, unless excused or directed otherwise by the City Manager.

1.6 Work Hours. The position of FINANCE DIRECTOR is an exempt position under state and federal wage and hour laws. EMPLOYEE’s compensation (whether salary or benefits or other allowances) is not based on hours worked. EMPLOYEE shall not be entitled to any compensation for overtime, missed meal or rest periods, reporting time, or any other wage and hour benefits conferred upon non-exempt employees under state or federal wage and hour laws,

including regulations propounded in applicable Industrial Welfare Orders. EMPLOYEE is expected to engage in those hours of work that are necessary to fulfill the obligations of the FINANCE DIRECTOR's position. The FINANCE DIRECTOR does not have set hours of work as the FINANCE DIRECTOR is expected to be available at all reasonable and relevant times.

1.7 Regional and Professional Activities. CITY desires that EMPLOYEE be reasonably active in professional organizations that will promote the standing of CITY and advance CITY's goals, interests and policy objectives while also providing EMPLOYEE with opportunities for the type of professional development that will enhance EMPLOYEE'S ability to serve CITY and perform EMPLOYEE'S duties as FINANCE DIRECTOR. Toward this end, EMPLOYEE may, upon reasonable notice and approval by the City Manager, join professional organizations and participate in the activities of such organizations in so far as such participation promotes the interests of CITY and does not unduly interfere with the performance of EMPLOYEE's duties as FINANCE DIRECTOR. CITY agrees to budget and, consistent with that budget, pay for the dues, conference and travel fees, and subscriptions of the FINANCE DIRECTOR necessary for EMPLOYEE'S participation in national, statewide, regional or professional organizations.

1.8 Non-CITY Activities. In accordance with Government Code Section 1126, during the period of EMPLOYEE'S employment, EMPLOYEE shall not accept, without the express prior written consent of the City Manager, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity (except as permitted under Section 1.7 (Regional and Professional Activity), whether or not to pecuniary advantage, that is or may be competitive with CITY, that might cause a conflict of interest with CITY, or that otherwise might interfere with the business or operation of CITY or the satisfactory performance of EMPLOYEE's duties as FINANCE DIRECTOR.

1.9 Restriction on Outside Business Activities. During his employment, EMPLOYEE shall devote his full business time, energy, and ability exclusively to the business and interests of CITY, and shall not, without prior written consent of City Manager, render services to others of any kind for compensation, or engage in other business activity that would materially interfere with the performance of EMPLOYEE'S duties under this Agreement, except that:

(a) The expenditure of reasonable amounts of time, not in conflict with the CITY'S needs and interests, for educational, charitable, community, and professional activities, shall not be deemed a breach of this Section 1.9 and shall not require prior consent; and

(b) This Agreement shall not be interpreted to prohibit EMPLOYEE from making passive, personal investments or conducting private affairs in those activities that do not materially interfere with the EMPLOYEE'S duties under this Agreement or create or result in conflicts of interests with CITY.

2. COMPENSATION AND BENEFITS AND REIMBURSEMENTS.

2.1 Base Salary. Commencing on the date EMPLOYEE commences full time work with the CITY, EMPLOYEE shall receive a base annual salary of one hundred forty thousand

three hundred and fifty eight and thirty six cents (\$140,358.36) per year, (hereinafter, the “Base Salary”). The Parties understand and agree that the amount of the Base Salary, as preliminarily established for the year 2021, may be adjusted from time-to-time by the CITY MANAGER following a performance evaluation, as provided for in Section 2.2 (below). In no event shall EMPLOYEE’s base salary adjust automatically pursuant to any mechanism, and in no event shall EMPLOYEE’s base salary exceed the maximum amount approved by the City Council, including in the CITY’s Salary Chart or any other salary table or other document that may be adopted by the City Council in the future. The Base Salary shall be payable in 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.

2.2 Performance Review. On or before the anniversary date of execution of this Agreement, the City Manager will undertake a job performance review of EMPLOYEE. In connection with such performance review, the City Manager may consider any adjustments in EMPLOYEE’s compensation consistent with the CITY’s Salary Chart. The failure of CITY to undertake a performance evaluation shall not limit CITY’s ability to terminate this Agreement pursuant to Section 4 (Termination).

2.3 Benefits. In addition to Base Salary, CITY shall also provide EMPLOYEE with the following benefits:

(a) Cafeteria Plan, Dependent Care Flexible Spending Account, Life and Short Term Disability Insurance, Vacation Accrual, Sick Leave, Public Employees Retirement System (PERS) Eligibility, and Reimbursements. EMPLOYEE shall be provided with these benefits to the same extent as those benefits are provided to the members of the Non-represented Managers Group, whether as described in the Managers Group MOU referred to in the Recitals or in the City’s Employment Policies, whichever is applicable, as those document may be modified or amended from time to time.

2.4 Vehicle Allowance. EMPLOYEE shall be provided, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of one hundred seventy five dollars (\$175.00) a month, as a vehicle allowance to be used to purchase, lease or own, operate and maintain a vehicle. EMPLOYEE shall be responsible for paying for liability, property damage and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair and regular replacement of said vehicle

2.5 Jury Duty. EMPLOYEE will receive Base Salary and benefits while responding to a jury summons or serving on a jury. Any compensation for such jury duty (except travel pay) shall be remitted to CITY.

2.6 Business Related Equipment. CITY shall also provide EMPLOYEE a smart phone and personal computer (at work) for use in connection with CITY business. CITY shall be responsible for maintenance of said items.

2.7 Participation in Additional CITY Programs. EMPLOYEE shall be eligible to participate in any other CITY programs/employment benefits to the extent they are offered to non-represented CITY management employees, including but not limited to, the bilingual program or deferred compensation plan.

2.8 Administrative/Personal Leave. EMPLOYEE shall be allocated a maximum of forty (40) hours of administrative/personal leave on July 1st of each CITY fiscal year. The maximum amount of administrative/personal leave that EMPLOYEE may accrue at any given time may not exceed eighty (80) hours total. EMPLOYEE may request payment of up to forty (40) hours banked administrative leave pay, to be paid by separate check, per calendar year. Requests for payment of banked administrative leave pay should be submitted in accordance with the procedure stated in the Managers Group MOU.

3. ILLNESS OR INJURY; DISABILITY AND DEATH.

3.1 Cessation of Work Due to Injury or Disability. In addition to any right of termination set forth under Section 1.3 (Employment With CITY “At-Will”), above, CITY also reserves the right to terminate EMPLOYEE’s employment along with this Agreement if EMPLOYEE ceases to work as a result of injury or disability which results in Employee being unable to perform the essential duties of the FINANCE DIRECTOR position, with or without accommodation, for a period of six (6) consecutive months or more, as documented by a healthcare provider. The foregoing notwithstanding, CITY may terminate EMPLOYEE if, in the CITY’S unilateral discretion, the disability poses a direct threat to the safety of CITY, EMPLOYEE or any other employees working for CITY and any reasonable accommodation attempted by CITY would not mitigate or eliminate such a threat. CITY will not provide a severance payment if EMPLOYEE is terminated under this Section of this Agreement.

3.2 Compensation for Work-Related Illness or Injury. In the event EMPLOYEE suffers a physical or mental illness or disability arising out of the course of employment, EMPLOYEE’s exclusive remedy or remedies against CITY for such illness, injury or disability shall be those legally allowed under the workers’ compensation laws of the State of California. The Parties further agree that the California Workers Compensation Appeals Board shall be the exclusive venue for any claim of physical or mental illness or disability arising out of the course of EMPLOYEE’S employment with the CITY.

3.3 Medical Examination. EMPLOYEE agrees to submit to a medical and/or psychological examination by a qualified physician or psychiatrist selected by CITY, in the event the CITY determines a medical and/or psychological examination is needed to make a decision under Sections 3.1 through 3.2. CITY and EMPLOYEE shall receive a copy of all medical reports related to the examination.

3.4 Death of Employee. This Agreement along with EMPLOYEE’s employment shall terminate automatically upon EMPLOYEE’s death.

3.5 Compensation Upon Termination. Except as otherwise provided under this Agreement, if EMPLOYEE’s employment is terminated pursuant to this Section 3 (Illness or Injury; Disability and Death), CITY shall pay EMPLOYEE all Base Salary, benefits, and compensation due and owing EMPLOYEE through the last day actually worked. If termination

is caused by EMPLOYEE’s death, CITY shall provide the compensation and benefits otherwise due EMPLOYEE to EMPLOYEE’s executor, administrator, heirs, personal representatives, successors, and assigns. CITY will not provide for severance pay if EMPLOYEE is terminated under the provisions of Section 3.1 through 3.5, above.

4. TERMINATION.

4.1 Termination by CITY for Convenience and Without Cause. CITY may terminate EMPLOYEE at any time for convenience and without cause, by providing EMPLOYEE with the applicable “severance payment” provided for below. The “severance payment” shall be an amount equal to six (6) months, less any and all applicable or legally required deductions. EMPLOYEE shall also receive all applicable accrued vacation and/or sick leave and administrative/personal leave as provided herein together with any extension of benefits required under California law. The foregoing notwithstanding, in no event shall the “severance payment” include the payment of any sums prohibited pursuant to Government Code Section 53260-53264, and any such sums shall be deducted from the “severance payment.”

4.2 Termination by Employee. EMPLOYEE may terminate EMPLOYEE’S employment for any reason, and at any time, with or without cause, by providing CITY with no less than thirty (30) days prior written notice. In such event, CITY shall have the option, in its complete discretion, to make EMPLOYEE’S termination effective upon any date preceding the 30-day notice period, provided CITY pays EMPLOYEE all compensation due and owing EMPLOYEE through the last day actually worked, plus an amount equal to the Base Salary EMPLOYEE would have earned through the balance of the thirty (30) day notice period. EMPLOYEE shall not receive a “severance payment” in the event EMPLOYEE terminates his/her employment with CITY pursuant to this Section 4.2.

4.3 Termination for Cause by CITY. CITY may immediately terminate EMPLOYEE’S employment with CITY and this Agreement at any time by providing EMPLOYEE written notice of EMPLOYEE’S termination for cause and the reason(s) for the termination, and an opportunity for a discussion with the City Manager or the City Manager’s designee. In the event the City Manager and EMPLOYEE are unable to resolve any disagreement regarding the cause for EMPLOYEE’S termination, the Parties agree to arbitration as provided in Section 6. No “severance payment” shall be paid in the event EMPLOYEE’S employment is terminated for cause, except that CITY shall pay EMPLOYEE for EMPLOYEE’S accrued and unused vacation, sick and administrative leave, as provided for in this Agreement. The term “cause” shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: 1) breach of this AGREEMENT, 2) willful or persistent breach of duties, 3) resume fraud or other acts of material dishonesty, 4) unauthorized absence or leave not otherwise supported by valid documentation from a healthcare provider, 5) conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality), conviction of a misdemeanor DUI, or conviction of a felony under California law (the CITY may, in its discretion, place EMPLOYEE on paid or unpaid administrative leave until resolution of charges brought against EMPLOYEE), 6) violation of the CITY’S anti-

harassment policies and/or a finding that legally prohibited personal acts of harassment, discrimination, and/or retaliation against a CITY official, CITY employee, or any individual protected by state or federal laws prohibiting harassment, discrimination, and/or retaliation, 7) violation of the CITY’s Municipal Code, ordinances, rules or regulations, including but not limited to the CITY’s Rules and Regulations and Administrative Policies, 8) use or possession of illegal drugs, 9) engaging in conduct tending to bring embarrassment or disrepute to the CITY, 10) any illegal or unethical act involving personal gain, 11) pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted directions or policy decisions of the City Council or City Manager, and 12) gross misfeasance or gross malfeasance. If the CITY terminates for cause this AGREEMENT and the services of EMPLOYEE hereunder, EMPLOYEE shall not be entitled to assume any further position or employment with the CITY.

4.4 Termination Obligation. EMPLOYEE agrees that all property, including without limitation, all equipment, tangible, Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by EMPLOYEE incident to EMPLOYEE’S employment are the property of CITY and shall be returned promptly to CITY upon termination of EMPLOYEE’s employment. EMPLOYEE’s obligations under this subsection shall survive the termination of EMPLOYEE’S employment and the expiration or early termination of this Agreement.

4.5 Benefits Upon Termination. All benefits to which EMPLOYEE is entitled under this Agreement shall cease upon EMPLOYEE’s termination in accordance with this Section 4 (Termination), unless expressly continued under this Agreement, under any specific written policy or benefit plan applicable to EMPLOYEE, under any other agreement for the continued provision of benefits, or unless otherwise required by law.

5. CONFLICT OF INTEREST.

5.1 EMPLOYEE shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of CITY, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the City Manager and City Council. EMPLOYEE shall also be subject to the conflict of interest provisions of the Government Code of the State of California, the CITY’s Municipal Code, and any other conflict of interest regulations applicable to EMPLOYEE’s employment with CITY. For and during the Term of this Agreement and any extension term, EMPLOYEE further agrees that except for a personal residence or residential property acquired or held for future use as EMPLOYEE’S personal residence, EMPLOYEE will not invest in any other real estate or property improvements within the corporate limits of CITY without the prior consent of the City Manager and City Council.

6. ARBITRATION OF DISPUTES.

This arbitration provision does not apply to any claim, dispute, or controversy that in any way concerns the CITY’S right under this Agreement to terminate EMPLOYEE for convenience

and/or without cause including, but not limited to, CITY’S exercise of its rights under Section 1.4(a) and Section 4.1 above.

Any claim, dispute, or controversy which would otherwise require or allow resort to any court or other governmental dispute resolution forum between EMPLOYEE and CITY arising from, related to, or having any relationship or connection whatsoever with Employees employment or the terms of this Agreement, whether based on tort, contract, statutory, or equitable law, or otherwise, shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. sec 1280 et seq.), including section 1283.05 and all of the Acts other mandatory and permissive rights to discovery); provided, however, that: in addition to requirements imposed by law, any arbitrator herein shall be a retired California Superior Court Judge and shall be subject to disqualification on the same grounds as would apply to a judge of such court. If for any reason the Parties cannot agree to an arbitrator, either Party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted for appointment of a neutral arbitrator. The court shall then appoint an arbitrator, who shall act under this agreement with the same force and effect as if the Parties had selected the arbitrator by mutual agreement. The arbitrator shall then prescribe the rules and procedures for the arbitration process in accordance with laws that are applicable to the claim being raised. EMPLOYEE understands that by agreeing to this binding arbitration provision, both CITY and EMPLOYEE give up their right to a trial by jury.

7. GENERAL PROVISIONS.

7.1 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below or at the last known address maintained in EMPLOYEE personnel file. EMPLOYEE agrees to notify CITY in writing of any change in EMPLOYEE’S address during EMPLOYEE’S employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

CITY’s Notice Address:

City of Beaumont
550 East Sixth Street
Beaumont, CA 92223

FINANCE DIRECTOR’s Notice Address:

Jennifer Ustation

(Last listed address in employee’s personnel file)

7.2 Bonding. CITY shall bear the full cost of any fidelity or other bonds required of the FINANCE DIRECTOR under any laws or ordinance.

7.3 Entire Agreement. This Agreement is intended to be the final, complete, and exclusive statement of the terms of EMPLOYEE's employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of EMPLOYEE, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to EMPLOYEE and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control. However, as noted in Section 2.7 above, EMPLOYEE shall be eligible to participate in any other CITY programs/employment benefits to the extent they are offered to non-represented CITY employees.

7.4 Amendments. Except as otherwise provided herein, this Agreement may not be amended except in a written document signed by EMPLOYEE, approved by the City Manager and signed by the City Attorney.

7.5 Waiver. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

7.6 Assignment. EMPLOYEE shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to EMPLOYEE, assign its rights and obligations hereunder.

7.7 Severability. If any court of competent jurisdiction holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

7.8 Governing Law. This Agreement is entered into and is to be performed in Riverside County, California and shall be governed by and construed in accordance with the controlling laws of the State of California or federal law, whichever is applicable, and the Parties agree that venue shall be in Riverside County, California.

7.9 Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit or against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement.

7.10 Statutory Obligations; Abuse of Office or Position. Pursuant to California Government Code Sections 53243, 53243.1 and 53243.2, which became effective on January 1, 2012, if EMPLOYEE is convicted of a crime involving an abuse of EMPLOYEE'S office or position, all of the following shall apply: (1) if EMPLOYEE is provided with an administrative leave pay pending an investigation, EMPLOYEE shall be required to fully reimburse such amounts paid by CITY; (2) if CITY pays for the criminal legal defense of EMPLOYEE (which

would be in its sole discretion, as CITY is generally not obligated to pay for a criminal defense), EMPLOYEE shall be required to fully reimburse such amounts paid by CITY; and (3) if this Agreement is terminated, any cash settlement related to the termination of EMPLOYEE by CITY, said amount shall be fully reimbursed to CITY or shall be void if not yet paid to EMPLOYEE. For this Section, abuse of office or position means either: (1) an abuse of public authority, including waste, fraud, and violation of the law under the color of authority; or (2) a crime against public justice, including a crime described in Title 7 commencing with section 92 of the California Penal Code.

7.11 Incorporation of Recitals. The Parties repeat and incorporate the recitals set forth above as if fully set forth herein.

7.12 Acknowledgment. EMPLOYEE acknowledges that EMPLOYEE has had the opportunity to consult legal counsel in regard to this Agreement, that EMPLOYEE has read and understands this Agreement, that EMPLOYEE is fully aware of its legal effect, and that EMPLOYEE has entered into it freely and voluntarily and based on EMPLOYEE’S own judgment and not on any representations or promises other than those contained in this Agreement.

“CITY”

“EMPLOYEE”

CITY OF BEAUMONT

Jennifer Ustation

By: _____
Todd Parton, City Manager

ATTEST:

By: _____
Steve Mehlman, City Clerk

FINANCE DIRECTOR EMPLOYMENT AGREEMENT

Exhibit "A"

Job Description



CITY OF BEAUMONT

FINANCE DIRECTOR

*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 general administrative direction, plans, manages, directs, and oversees the activities and operations of the Finance Department including finance, purchasing, the City budget, utility billing, revenue collection and data processing; coordinates assigned activities with other departments and outside agencies; prepares the City budget for review and evaluation; establishes efficient and effective departmental operations consistent with City Council policies and administrative guidelines established by the City Manager; participates as a member of the executive management team; and provides highly responsible and complex administrative support to the City Manager.

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 Finance Department services and activities including finance, purchasing, budgeting, investing, utility billing, revenue collection and data processing.
2. Manages the development and implementation of departmental goals, objectives, and priorities for each assigned service area; recommends and administers policies and procedures; ensures that activities are conducted in accordance with related laws, ordinances, rules and regulations.
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. Assesses and monitors work load, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement; directs and implements changes.
5. Plans, directs, and coordinates, through subordinate level staff, the Finance Department's work plan; assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures; meets with key staff to identify and resolve problems.
6. Selects, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline and termination procedures.
7. Oversees and participates in the development and administration of the department budget; approves the forecast of funds needed for staffing, equipment, materials, and supplies; approves expenditures and implements budgetary adjustments as appropriate and necessary.
8. Directs the fiscal management of the City, including revenue forecasting, collection and disbursement of funds, accounting, financial reporting and auditing, and investment funds.

9. Conducts analytical research, audits, and or evaluation of City policies and procedures as they relate to fiscal policies; conducts studies, surveys or oversees the conduct of activities relating to the development of rates and changes for utilities, development impact fees and user fees.
10. Conducts studies, surveys, and other research on difficult and complex administrative and/or operational matters, analyzes data collected, evaluates alternatives and prepares recommendations and reports of findings.
11. Oversees, coordinates and monitors the City-wide budget process to include preparation of all documents; compiles and analyzes City operations and services budget requests and projections.
12. Facilitates and coordinates the City Council budget review process and related public hearings; oversees and coordinates the production of the final budget document and performs periodic budget review.
13. Prepares a variety of correspondence, reports, and proposed resolutions and ordinances.
14. Participates in the resolution of various administrative and policy issues related to the City's internal service operation and functions.
15. Initiates, directs, coordinates and participates in the conduct and successful completion of major, long term projects and studies with City-wide implications as assigned.
16. Provides staff assistance to the City Manager, City Council, Planning Commission, other boards and commissions, other department heads, and civic groups in matters involving planning, zoning, and enforcement; prepares and presents staff reports and other necessary correspondence.
17. Represents the Community Development Department to other departments, elected officials, and outside agencies; coordinates assigned activities with those of other departments and outside agencies and organizations.
18. Explains, justifies, and defends department programs, policies, and activities; negotiates and resolves sensitive and controversial issues.
19. Participates on a variety of boards, commissions, and committees.
20. Attends and participates in professional group meetings; maintains awareness of new trends and developments in the fields of planning, building, and economic development; incorporates new developments as appropriate.
21. Responds to requests for information from the public, City departments and outside agencies; responds to and resolves difficult and sensitive planning, zoning, building, environmental, and administrative policy questions.
22. 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:

- Accepted principles, practices and techniques of municipal finance administration, fiscal management, revenue forecasting, accounting, financial reporting and auditing.
- Advanced principles and practices of program development and administration.
- Principles and practices of supervision and disciplinary processes.
- Data collection and analysis techniques.

Municipal budgeting processes.
Data processing systems/applications in a public agency.
General office, records management and administrative practices and procedures.
Methods and techniques of basic work supervision.
Maintain confidentiality of information.
Principles and practices of municipal budget preparation and administration.
Computer systems related to maintaining municipal records.
Pertinent federal, state, and local laws, codes, and regulations.

Ability to:

Manage and direct a comprehensive finance program.
Develop and administer departmental goals, objectives, and procedures.
Analyze and assess programs, policies, and operational needs and make appropriate adjustments.
Identify and respond to sensitive community and organizational issues, concerns, and needs.
Plan, organize, direct, and coordinate the work of lower level staff.
Delegate authority and responsibility.
Select, supervise, train, and evaluate staff.
Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
Research, analyze, and evaluate new service delivery methods and techniques.
Collect, organize, analyze, and interpret information relating to finance programs.
Prepare clear and concise administrative and financial reports.
Prepare and administer large and complex budgets.
Interpret and apply applicable federal, state, and local policies, laws, and regulations.
Maintain confidentiality of records, files and documents.
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 finance, public or business administration or a related field.

Experience:

Eight years of progressively responsible administrative experience in the field of municipal finance.

License or Certificate:

Must possess a valid California Class C Driver's License and maintain possession of such license during the course of employment.

Must have an acceptable driving record, be insurable at standard rates by City's insurance carrier, and maintain such insurability during the course of employment.

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.

FINANCE DIRECTOR

Assistant Finance Director

Senior Accountant

Budget Specialist

Account Tech (2)



Staff Report

TO: City Council

FROM: Jennifer Ustation, Interim Finance Director

DATE: August 3, 2021

SUBJECT: **Adopt Resolution of the City Council Ordering the Collection of Weed Abatement Charges and Directing the County Auditor to Collect Such Fees on the Tax Rolls**

Background and Analysis:

Annually, the City of Beaumont conducts weed abatement for vacant parcels throughout the City in accordance with Beaumont Municipal Code Chapter 8.08. This section of the code requires property owners to maintain their properties free of weeds, dry grass, dead trees, or any other growing material that creates a fire hazard.

Notices to abate were sent to vacant property owners in April 2021, requiring them to remove weeds and dead vegetation and to maintain fire breaks in accordance with Section 8.08.015 of the code. Property owners are encouraged to participate in the City's subscription program, which assigns a City approved contractor to their property to complete the weed abatement and the property owner is then assessed the cost of the abatement on their annual property taxes.

Property owners that do not complete their weed abatement as required are summarily abated as provided for in Section 8.08.026 of the code and the costs for the abatement are reported to City Council for a resolution ordering the collection of weed abatement charges through assessments on the Riverside County Auditor tax rolls.

For consideration is a resolution of City Council, ordering the collection of weed abatement charges and directing the County Auditor to collect such fees on the tax rolls, with a report of costs for weed abatement as completed by the City of Beaumont contractors, listed by parcel.

Fiscal Impact:

Approval of the resolution and collection of weed abatement charges on the Riverside County Auditor tax rolls will allow for the cost recovery by the City of Beaumont in the amount of \$61,333.50. City staff estimates the cost to prepare this report was \$390.

Recommended Action:

Waive the full reading and adopt by title only "A Resolution of the City Council of the City of Beaumont, California, Ordering the Collection of Weed Abatement Charges and Directing the County Auditor to Collect Such Fees on the Tax Rolls."

Attachments:

- A. Resolution of the City Council of the City of Beaumont, California Ordering the Collection of Weed Abatement Charges and Directing the County Auditor to Collect Such Fees on the Tax Rolls
- B. Report of Weed Abatement as Completed by the City of Beaumont, listed by Parcel

Resolution 2021-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BEAUMONT, CALIFORNIA, ORDERING THE COLLECTION OF
WEED ABATEMENT CHARGES AND DIRECTING THE COUNTY
AUDITOR TO COLLECT SUCH FEES ON THE TAX ROLLS**

WHEREAS, the City has incurred costs of abating weeds on private property;
and

WHEREAS, weed abatement is a requirement based on Public Health and
Safety; and

WHEREAS, property owners were notified by mail to abate or have the City
abate weeds; and

WHEREAS, said property owners failed to abate such conditions; and

WHEREAS, said analysis concluded with a recommendation to the City
Council that, in the best interest of the citizens and the City of Beaumont, the
collection of weed abatement service charges be a part of the tax assessments; and

WHEREAS, such tax assessments constitute a lien assessed against the
property and shall be collected in accordance with Article 4, Chapter 6, Part 3 of the
Health and Safety Code of the State of California, collected on the tax roll in the
same manner, by the same person, and at the same time, and together with, and not
separate from, its general taxes.

NOW THEREFORE BE IT RESOLVED, by the City Council of the
City of Beaumont as follows:

Section 1: That the City Council does hereby confirm the written report made
by the Community Enhancement Division of the City of Beaumont, of delinquent
weed abatement service charges itemized for each separate parcel land.

Section 2: That the City Council hereby confirm the report, made by the
Community Enhancement Division of the City of Beaumont, of weed abatement
subscription service charges itemized for each separate parcel of land.

Section 3: That charges are in compliance with all laws pertaining to the levy
of this assessment as cited in Section 4 of this Resolution, and is levied without
regard to property valuation, and

Section 4: That the cost of weed abatement service of each parcel of land shall constitute an assessment against that parcel and shall be a lien on such parcel of land in accordance with the provisions of the Government Code of the State of California and the Health and Safety Code of the State of California.

Section 5: That an itemized written report for each separate parcel of land which is included by reference and is made part thereof as though fully set forth herein. That certified copies of this Resolution shall be delivered to the Riverside County Auditor-Controller by August 10th of such fiscal year and shall be made part of the tax assessments and be made a part of the tax roll all in accordance with section 51520 of the Government Code of the State of California, and other provisions of the law applicable thereto.

MOVED, PASSED, and ADOPTED this 3rd day of August, 2021, by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT

- ATTEST:

Mayor

City Clerk

Attachment B - Listing of Weed Abatement Charges by Parcel

<u>APN #</u>	<u>Amount</u>
414-090-024	182.00
414-090-025	1,235.00
414-090-026	385.00
414-120-009	815.00
414-120-026	1,655.00
414-120-027	1,655.00
414-120-029	182.00
414-120-031	185.00
414-120-033	920.00
414-120-034	1,130.00
414-120-035	5,330.00
414-120-038	1,550.00
414-120-039	710.00
414-120-040	710.00
414-120-041	1,235.00
400-250-008	4,156.00
403-200-010	218.00
404-140-001	1,723.00
404-190-002	1,018.00
404-190-007	1,003.00
404-190-008	513.00
404-190-008	513.00
408-080-004	813.00
414-020-011	1,023.00
414-142-038	953.00
415-092-014	253.00
415-122-019	218.00
415-261-014	218.00
415-282-022	288.00
415-301-030	253.00
417-150-006	183.00
417-150-007	183.00
417-150-009	183.00
417-150-010	183.00
417-150-016	218.00
417-220-009	393.00
417-220-041	393.00
418-031-010	669.00
418-043-002	439.00
418-122-028	358.00
418-140-019	218.00
418-140-020	218.00
418-230-003	603.00
418-230-004	288.00

418-240-009	813.00
418-190-008	218.00
418-250-001	393.00
418-250-006	428.00
418-250-007	498.00
418-250-008	498.00
418-260-013	708.00
418-260-014	723.00
418-290-016	218.00
418-290-022	218.00
418-290-023	253.00
418-300-002	463.00
418-330-017	373.00
419-150-034	393.00
419-170-031	673.00
419-170-034	253.00
419-170-035	253.00
419-222-020	358.00
419-222-021	358.00
408-080-005	1,022.50
415-091-010	340.00
415-091-012	340.00
415-210-003	361.00
417-130-005	487.00
417-150-021	445.00
417-150-022	445.00
418-310-007	1,180.00
418-310-008	760.00
418-320-007	970.00
418-320-008	970.00
418-320-011	760.00
418-320-012	340.00
400-250-010	408.00
400-250-012	2,891.00
414-130-014	1,038.00
417-030-002	393.00
419-222-011	548.00
428-010-018	2,266.00
417-020-066	306.00
418-121-003	253.00
418-123-006	303.00
419-211-007	268.00
418-270-043	288.00
418-270-044	288.00

61,333.50



Staff Report

TO: City Council
FROM: Jennifer Ustation, Interim Finance Director
DATE: August 3, 2021
SUBJECT: **Re-Appropriation of FY21 Unexpended Expenditures and Pre-Approval of Vehicles and Equipment Purchases**

Background and Analysis:

Per the City of Beaumont Financial Management Policy, unexpended appropriations cannot be used in subsequent fiscal years unless re-appropriated by the City Council. Unexpended appropriations result in an increase in fund balance when actual revenues exceed expenditures at the end of the fiscal year. In the case of planned use of reserves, the reserves are left within the fund balance and are available for allocation. Re-appropriation of these funds will allow for the budgetary authorization of the requests below. Attachment A provides a calculation of the estimated ending fund balances.

The FY21 budget included various appropriations for vehicles and equipment which, due to the COVID-19 pandemic, were not available for purchase. Each of these items are still needed by the various departments and City staff requests that the funds be reappropriated due to the extenuating circumstances.

General Fund

On March 16, 2021, City Council approved several one-time allocations of General Fund reserves. Some of these items were not able to be purchased in FY21 and therefore City staff is requesting to re-appropriate these expenditures in FY22. The amounts listed for FY22 have been increased to allow for market conditions and inflation that has become apparent within the last few months. Attachment B provides a description of the vehicle and equipment requested.

Type of Allocation	Prior Approved Amount	Current Request	Council Action Requested
Replacement Vehicles	\$140,500	\$175,000	Amend FY2022 Budget

Parks and Ground Equipment	\$37,000	\$39,799	Amend FY2022 Budget
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On April 6, 2021, City Council approved the purchase of a 2021 Police Interceptor to replace a vehicle that had been converted to a canine patrol. The funding for this vehicle will be transferred in from the Public Safety CFD fund.

Type of Allocation	Prior Approved Amount	Current Request	Council Action Requested
Replacement Vehicle	\$58,400	\$58,400	Amend FY22 Budget

Equipment Replacement Fund

On May 18, 2021, City Council approved a budget amendment to allow for the purchase of needed equipment that had been identified during the FY22 budget process. The items listed in attachment B were not purchased within FY21 and are needed for operations. An adjustment in the amount has been applied to allow for market conditions and inflation.

Type of Allocation	Prior Approved Amount	Current Request	Council Action Requested
Streets Maint. Equipment Replacement	\$150,000	\$165,000	Amend FY22 Budget

The estimated ending fund balance for the Equipment Replacement Fund is \$134,302, therefore, the remaining amount of \$30,698 will need to come from the Equipment Replacement Internal Service Fund.

Equipment Replacement Internal Service Fund

On May 18, 2021, City Council approved the use of the Equipment Replacement Internal Service Fund for the remaining equipment replacement needs that had been identified during the budget process. These amounts have also been increased to allow for market conditions and inflation. One of the pieces of equipment was a chipper, was originally authorized as a smaller unit. This smaller unit has been determined to not be functional and the amount has been adjusted to account for a larger sized chipper.

Type of Allocation	Prior Approved Amount	Current Request	Council Action Requested
Streets Maint. Equipment Replacement		\$30,698	Amend FY2022 Budget
Parks and Ground Equipment	\$40,895	\$71,361	Amend FY2022 Budget

Pre-Approval of Vehicles and Equipment Purchases

Per the City of Beaumont Purchasing Policy, all purchases above \$25,000 are to be brought forward to City Council for approval. As referenced earlier in this report demand and prices for equipment and vehicles have increased due to international and domestic supply chain disruption from the pandemic, especially semi-conductor chips used in numerous vehicle systems. Purchasing these items has become very difficult as supply is limited. City staff is requesting that City Council give the authority to purchase these items within the appropriated budget limits when they become available, as the delay to bring these items to City Council could result in price increases or even the items becoming unavailable. The pre-approval will be limited to the current fiscal year and re-evaluated as market conditions improve.

Fiscal Impact:

The impact of General Fund adjustments is to increase expenditure authority by \$214,799.

The impact of the purchase of a Police Interceptor will increase both the general fund expenditure authority and revenue by \$58,400 and will increase the Public Safety CFD expenditure authority by \$58,400 reducing the Public Safety CFD fund balance by the same amount.

The impact of the adjustments for the equipment replacement will increase expenditure authority in the Equipment Replacement Fund by \$134,302, thereby depleting the remaining balance of the fund. City staff also recommends increasing the expenditure authority of the Equipment Internal Service Fund by \$102,059 which will decrease the Equipment Internal Service Fund by the same amount.

The fiscal impact on the pre-approval of purchases for vehicles and equipment are included within the FY2021-22 budget.

Recommended Action:

Approve the proposed re-appropriation of General Fund expenditures in the amount of \$214,799,
Approve the proposed re-appropriation for purchase of 2021 Ford Police Interceptor in the amount of \$58,400,
Approve the proposed re-appropriation of Equipment Replacement and Equipment Replacement Internal Service Fund expenditures in the amount of \$236,361, and
Provide pre-approval for the purchase of vehicles and equipment within the FY2021-22 budget authority.

Attachments:

- A. Calculations of estimated ending fund balances
- B. General Fund, Public Safety CFD, Equipment Replacement and Equipment Replacement Internal Service Fund budget adjustments.

Attachment A

General Fund Calculation of Estimated Unassigned Fund Balance:

Beginning Actual Unassigned Fund Balance (Audited Financial as of 6/30/2020)	19,290,503.00	
Less Fund 120 Self-Insurance	(2,667,433.94)	
Release of Committed Prior Year Funds (Potrero Fire Station)	3,984,954.84	Using Unused Bond Proceeds
Amount from reports expected to reduce balance	(2,384,737.00)	Per June 2021 Monthly Financial Reports
Estimated Ending Unassigned Fund Balance after FY21 Operations	<u>18,223,286.90</u>	
Committed for Pension	(2,500,000.00)	
Potential Ending Unassigned Fund Balance	<u>15,723,286.90</u>	39.85% of budgeted revenues, 40.65% of budgeted expenditures
	<u>9,863,203.00</u>	Reserve Requirement 25%
	<u>5,860,083.90</u>	Available Appropriation

Public Safety CFD funds

Beginning Fund Balance	545,140.14
Plus: FY21 Estimated Revenues	651,375.65
Less: FY21 Estimated Expenditures	571,020.00
Estimated Ending Fund Balance	<u>625,495.79</u>

Equipment Replacement Fund

Beginning Fund Balance	213,021.07
Plus: FY21 Estimated Revenues	-
Less: FY21 Estimated Expenditures	78,718.62
Estimated Ending Fund Balance	<u>134,302.45</u>

Equipment Replacement Internal Service Fund

Beginning Fund Balance	-
Plus: FY21 Estimated Revenues	600,000.00
Less: FY21 Estimated Expenditures	-
Estimated Ending Fund Balance	<u>600,000.00</u>

Attachment B

Re-Appropriation of General Fund FY21 Expenditures

Account Type	Department	Type of Expense	Acct Number	Action Requested of the City Council	Current Budget	Proposed Budget	Increase/ (Decrease)	Explanation
Expense	Parks and Grounds	Vehicles	100-6050-8060	Re-Appropriate Funds and Increase Amount	-	175,000.00	175,000.00	Replace 5 Trucks at a cost of \$35,000 each. These trucks range from 2005-2008 and one is totaled.
Expense	Parks and Grounds	Equipment	100-6050-8040	Re-Appropriate Funds and Increase Amount	44,723.00	57,923.00	13,200.00	This provides for the purchase of replacement Graffiti-Rig - Hydro Tech
Expense	Parks and Grounds	Equipment	100-6050-8040	Re-Appropriate Funds and Increase Amount	44,723.00	71,322.00	<u>26,599.00</u> 214,799.00	This pays for a Sand Pro 5040 that will allow for maintenance of baseball fields and Stewart Park and eliminate the need to borrow equipment from the parks district.
Expense	Police Department	Vehicle	100-2050-8060	Re-Appropriate Funds	22,000.00	59,000.00	37,000.00	This pays for a Police Interceptor which is needed to replace the unit that was converted to a patrol canine unit.
Expense	Police Department	Retrofit for Interce	100-2050-8060	Re-Appropriate Funds	22,000.00	34,500.00	12,500.00	This pays to retrofit the 2021 Police Interceptor
Expense	Police Department	Graphics for Interc	100-2050-8060	Re-Appropriate Funds	22,000.00	22,600.00	600.00	This pays for police graphics for the Police Interceptor

Expense	Police Department	Mobile Data Comp	100-2050-8060	Re-Appropriate Funds	22,000.00	30,300.00	8,300.00	This pays for the purchase and install of a mobile data computer for the Police Interceptor Transfer in funds to cover Police Interceptor purchase.
Revenue		Transfers In	100-0000-9950	Amed Budget	(7,151,175.00)	(7,209,575.00)	<u>(58,400.00)</u>	

Re-Appropriation of Public Safety CFD Fund FY21 Expenditures

Expense		Transfer Out	260-0000-9960	Amend Budget	605,588.00	663,988.00	58,400.00	To transfer funds into the GF for purchase of Police Interceptor.
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Re-Appropriation of Equipment Replacement Fund FY21 Expenditures

Account Type	Department	Type of Expense	Acct Number	Action Requested of the City Council	Current Budget	Proposed Budget	Increase/ (Decrease)	Explanation
Expense	Streets Maintenance	Backhoe	505-0000-8040-0000	Re-Appropriate Funds	\$ -	\$ 134,302.00	<u>\$ 134,302.00</u> \$ 134,302.00	This reflects the replacement of backhoe to be used in the Streets Maintenance Department.

Re-Appropriation of Equipment Internal Service Fund FY21 Expenditures

Expense	Streets Maintenance	Backhoe	600-5100-8040-0000	Re-Appropriate Funds	\$ -	\$ 30,698.00	\$ 30,698.00	This reflects the replacement of backhoe to be used in the Streets Maintenance Department.
Expense	Parks and Grounds	Stump Grinder	600-5100-8040-0000	Re-Appropriate Funds	\$ -	\$ 35,600.00	\$ 35,600.00	This reflects the purchase of a stump grinder to be used in the Parks and Grounds Department.

This reflects the purchase of a chipper which is to be used in the Parks and Grounds Department. Original approval was for the smallest chipper. The Parks and Grounds Department rented the smaller chipper and it was not functional for the department. New amount includes the cost to a larger chipper.

Expense	Parks and Grounds	Chipper	600-5100-8040-0000	Re-Appropriate Funds	\$	-	\$	35,761.00	<u>\$ 35,761.00</u>
									\$ 102,059.00



Staff Report

TO: City Council
FROM: Sean Thuilliez, Chief of Police
DATE: August 3, 2021
SUBJECT: Public Safety Enterprise Communication

Background and Analysis:

The Beaumont Police Department is a member of the Eastern Riverside County Interoperable Communications Authority (ERICA) which formed a Joint Powers Agreement (JPA) with the Cities of Palm Springs, Desert Hot Springs, Indio, and Cathedral City. The ERICA communications infrastructure is housed at the Cathedral City Police Department. Under the provisions of the current JPA, an agency may leave the JPA with 90 days written notice. Cathedral City is required to provide 12 months written notice because of housing the infrastructure. Currently the City of Beaumont is responsible for 20% of all costs associated with ERICA. If agencies leave the ERICA JPA, the cost sharing for the remaining agencies will increase to maintain the ERICA system.

ERICA was formed out of the necessity and desire for cities within the region to be able to communicate in a seamless manner and to upgrade their current radio systems to an 800 MHz system. In December 2008 the JPA agreement was amended to include the City of Beaumont as a member.

The original radio system was robustly built to accommodate the addition of new users and radios in addition to providing radio connectivity amongst the other agencies, departments, and/or municipalities that wanted to join. The other agencies would join using the ERICA operating system, not as members of the JPA, and would pay start up and reoccurring fees to ERICA.

The amended JPA documents set up a cost sharing agreement between all cities. The initial startup cost was equal between all cities and going forward each city would be responsible for 20% of any operational and maintenance fees. Beaumont currently pays \$237,000 per year toward maintenance and costs for ERICA.

In the coming years ERICA will require upgrades. The cost for the upgrades are estimated be \$5,195,100. Beaumont's share of those costs would be \$1,039,020. The upgrade would include the replacement of the original equipment that is now at its end of life, meaning the manufacturers no longer make the parts and equipment necessary to service the product.

The current issues being faced with the ERICA radio system include an inability to communicate with Riverside County Sheriff's Department (RSO), Banning Police Department and other County task force members in a seamless manner. The current setup has ERICA subscribers using a type of bandwidth which uses more capacity while transmitting. As a result, ERICA has not been successful in being able to add RSO's radio channels into the system. Although the ability exists, the County's system (Public Safety Enterprise Communication Project or PSEC) has declined to allow this because when transmitting, the current system requires more bandwidth allowing less communication on their system. This has led to using a radio "patch" in order to successfully communicate in an emergency.

Two radio channels, an ERICA radio channel and an RSO radio channel, are "patched" together so that all users on both channels can hear one another. Patching channels is problematic as the sound quality of the radio traffic is very poor and there is a time delay when an officer or dispatcher keys their microphone to speak. This delay generally cuts off the beginning of the radio transmission, which is most often the radio call sign of the officer, making it difficult for dispatch or field units to know which officer is speaking. The delay can also lead to officers "covering" one another, which occurs when two officers are speaking at the same time.

When covering occurs only one officer's radio traffic will be heard and the officer that is covered or talked over is not aware their radio communication was not heard. This can lead to officer safety issues as the covered traffic could be extremely important and critical to officer safety. In addition to the patch, there are some specialized units within the Sheriff's Department that have ERICA channels programmed into their radios, some of those units include patrol sergeants, K9 units, and airships. Because of the poor quality of patching, those specialized units are many times relied on to relay all the radio traffic via the ERICA channel. ERICA's current radio coverage only extends throughout the Coachella Valley and into the Beaumont/Banning Pass Area. The coverage does not continue west of Beaumont into San Bernardino County or into the western portion of Riverside County. There are also areas within the City of Beaumont itself where coverage is poor and, as a result, communications are disrupted.

The Riverside County Sheriff's Department will be presenting an option to City Council for future emergency communications, which should provide seamless interoperability throughout Riverside County. This will require Beaumont to join Riverside County's system titled PSEC (Public Safety Enterprise Communications) project. Apart from the five ERICA agencies and Blythe Police Department, the remainder of Riverside County police agencies are on the PSEC system.

Fiscal Impact:

Staff estimates the cost to prepare this report to be \$290.

Recommended Action:

Direct City staff to coordinate with the Riverside County Sheriff's Department the migration to the PSEC Radio System and bring the proposal back to City Council at a later time to include costs and timelines.



PSEC Plan for Expanded Agency Participation

Beaumont PD City Council Presentation

August 3, 2021



TOPICS COVERED

- Goals of PSEC/Summary of Benefits
- Onboarding Benefits to PSEC
- Current ERICA Operational Costs
- Transition Options & Potential Costs for city of Beaumont
- Summary
- Grant Funding
- Questions

PSEC DEFINED & GOALS

DEFINITION

The Public Safety Enterprise Communications (PSEC) system was commissioned in 2007 and went live in 2014 to provide a countywide, highly redundant, open standard based, radio system.

GOAL

Achieve timely reliable countywide interoperable communications, for all Riverside County public safety agencies, and emergency management partners.





ONBOARDING BENEFITS TO ERICA AGENCIES



SUMMARY OF BENEFITS

PSEC COVERAGE

- Excellent
- Coverage Overlap

INTEROP

- Seamless

RESILIENCY

- 2 Cores
- 75 sites Overlap

PSEC CAPACITY

- PSEC Backhaul
- Multi-Protocol Label Switching (MPLS) Rings

CRITICAL CONNECT

- Cell Phone and Surrounding County Interfaces

24/7 INFRASTRUCTURE MAINTENANCE

County-PSEC System Investments

Capacity Expansion Project (\$2.7 million)

- Expands radio capacity by 20% within ERICA's current operational area
- PSEC Investment in Coachella Valley & Pass Area
- These investments/infrastructure improvement costs are already in progress and will **not** be passed on to new users



County-PSEC System Investments Continued

System Upgrades (\$15 million)

- Replaced microwave system with new MPLS technology
- Upgraded radio system to latest Motorola software release
- County investment



Current PSEC Users



RIVERSIDE COUNTY
SHERIFF'S
DEPARTMENT

County and City Agencies

- Calimesa
- Canyon Lake
- Coachella
- Eastvale
- Indian Wells
- Jurupa Valley
- Lake Elsinore
- La Quinta
- Moreno Valley
- Norco
- Palm Desert
- Perris
- Rancho Mirage
- San Jacinto
- Temecula
- Wildomar
- Animal Control
- PHEPHR
- County Parks
- Board of Supervisors
- Banning PD
- Corona PD
- Murrieta PD
- Riverside PD
- Riverside Community College PD
- UC Riverside PD
- Menifee PD
- Murrieta FD-Pending
- TLMA/County Code Enforcement
- County Fire Command Staff
- Temecula Rangers/Code Enforcement
- Palm Desert Code Enforcement
- RUHS
- District Attorney
- Probation
- Hemet PD & FD-Pending

PSEC 5-year Rate Incentive Plan

Discount applied to Board of Supervisors approved PSEC rate for each given year

Discount percentage specific to each fiscal year (itemized in ERICA Rates Bar Graph)

Discounts are only available for the FY the agency onboards and any subsequent remaining years

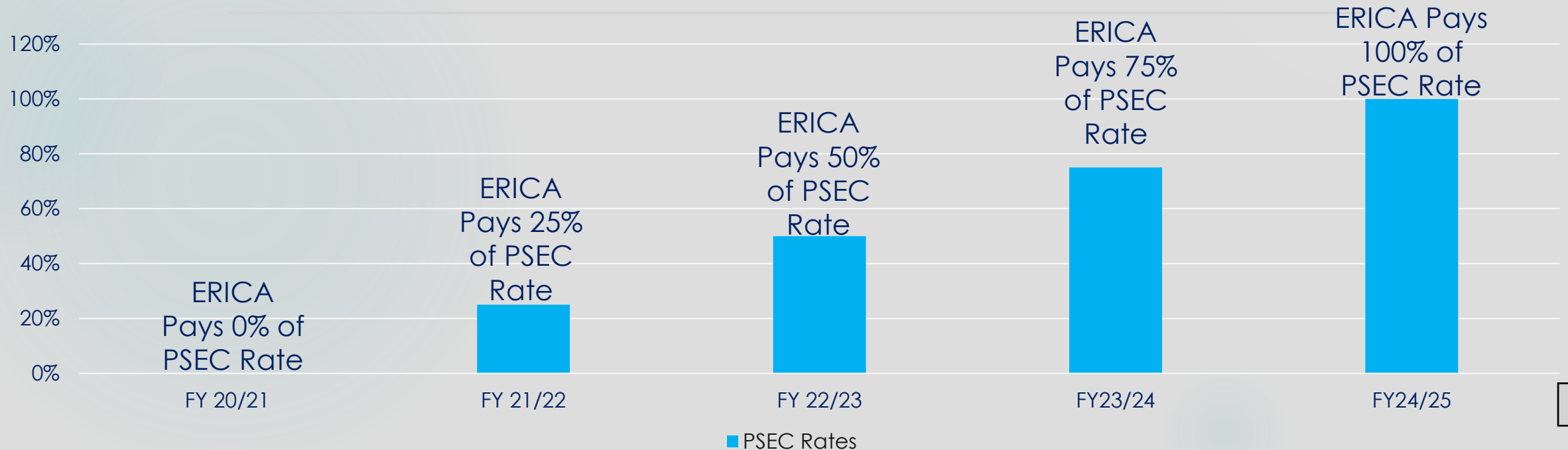
All new users are eligible

Program available for 5 years starting FY 20/21

10

Item 18.

Board approved rate for FY21/22 is \$164.19 per radio/per month



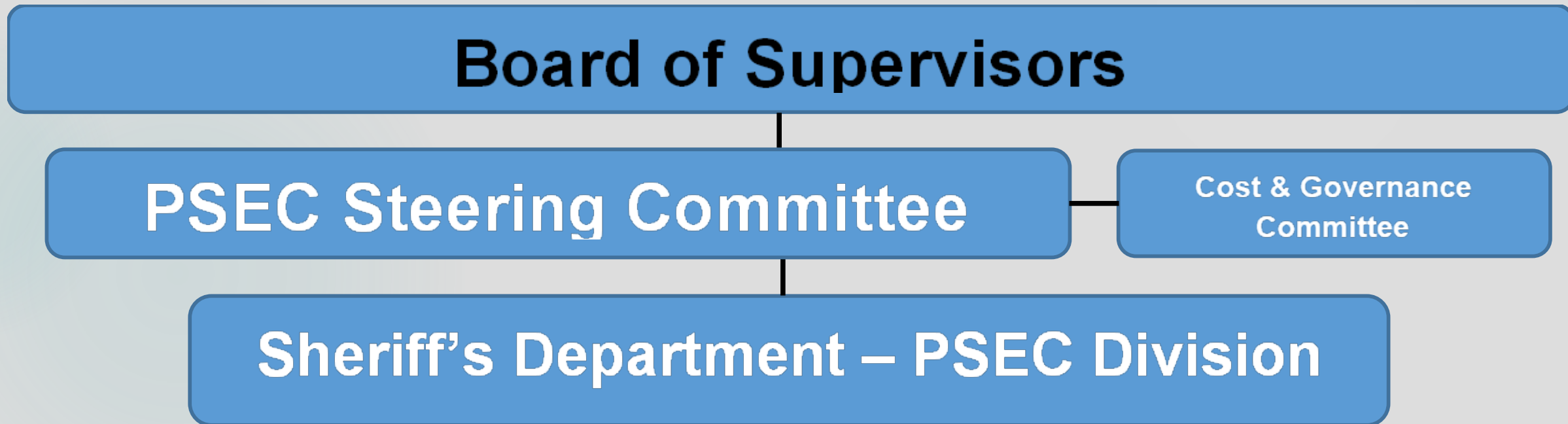
Transition of PSEC to Sheriff's Department

- ▶ Was an Internal Service Fund (ISF) of Riverside County Information Technology (RCIT) Department
- ▶ Transition became effective July 1, 2021
- ▶ PSEC employees become Sheriff's employees
- ▶ PSEC will remain a separate entity and fund
- ▶ Interagency billing for staff work for PSEC users will be eliminated
- ▶ Prioritize rate reduction through efficiencies
- ▶ Steering Committee of agency users will remain intact
 - ▶ Approve annual user rate
 - ▶ Approve annual budget
 - ▶ Establish priorities and goals



RIVERSIDE COUNTY
SHERIFF'S
DEPARTMENT

PSEC Governance



CURRENT ERICA & CITY OF BEAUMONT OPERATIONAL COSTS

Current ERICA Operating Costs

- **Annual Total Costs**
 - Logging Recorder**
\$18,527
Exp. 2023
 - **Tech Support**
\$389,000
Exp. 2023
 - **Motorola SUA**
\$387,000
Exp. 2023
 - **General Operational Cost**
\$385,000 Ongoing
- ❖ \$1,180,000 annual subtotal
- ❖ Costs are divided among all five cities



ERICA Operating Costs Continued

Palm Springs
Desert Hot Springs
Indio

Additional Annual Costs

ERICA System Lease: \$375,000 (\$125,000 per city) Exp 2023

Current Annual Operational Costs

- ▶ **Total Annual Operating Costs: \$ 1,573,558**

Beaumont



- **Logging Recorder**
\$3,705
- **SUA**
\$77,400
- **Tech Support**
\$77,800
- **General Operational**
\$80,917

Total \$239,822

Option 1: Maintaining ERICA JPA

Estimated Individual Agency
Operating +
System Equipment Upgrade Cost

ERICA Upgrade Costs to Motorola

ERICA/PSEC End-User Radios

Upgrade Cost Estimate:

Est. \$10.6M Est. 3, 5, or **7-year** lease for radio purchases

Ownership

Palm Springs, Indio, Desert Hot Springs, Beaumont, Cathedral City

❖ This cost is the same, and agency specific, whether cities remain within the ERICA JPA, or migrate to PSEC and dependent on how many radios each agency decides to purchase.

ERICA Radio Systems + Microwave Upgrade

Upgrade Cost Estimate:

Est. \$4.5M Est. 3-year lease \$1.7m/yr. or **5yr lease** \$1.1m/yr.

Ownership

Palm Springs, Indio, Desert Hot Springs, **Beaumont**, Cathedral City (\$350k or \$214k per agency)

Total Estimated Upgrade Costs: \$15,100,000

Radio Count Beaumont

20

Item 18.

Agency	Radio Type	Radio Qty	Cost per unit	Cost
Beaumont PD	Mobile	50	\$9000	\$450,000
	Portable	70	\$7100	\$497,000
Beaumont all other departments	Mobile	60	\$8000	\$480,000
	Portable	75	\$6559	\$491,925
TOTAL RADIOS		255		\$1,918,925

***Radios will be required to be purchased to remain in ERICA or migrate to PSEC. Motorola is willing to defer payment for two years; interest free**

BEAUMONT

- Current Operating Costs
\$239,822
- Equip Upgrade Costs
\$214,000
(If all 5 cities remain in ERICA)
- **Total New Cost**
\$453,822



Option 2: Migrating to PSEC FY21/22

Joining PSEC while simultaneously
remaining on ERICA



Option 2: Hybrid Model Remain in ERICA & PSEC while migrating to PSEC in FY 21/22



23

Item 18.

	Motorola Radio Purchases	JPA ERICA Costs	VS	Motorola Radio Purchases & Dispatch Upgrade	PSEC Rates	Motorola SUA	Total
FY21/22	\$0 (\$1.38M Deferred)	\$239,822 + \$0 (Debt)		\$0 (\$1.38M Deferred) \$165,000 (One Time)	\$125,605 25% (\$164.19)	\$0 (Warranty Period)	\$290,605 (PSEC Only) \$530,427 (PSEC & ERICA)
FY22/23 <i>Estimated 3% Increase</i>	\$0 (\$1.38M Deferred) Offset by \$249K AATA Grant	\$247,017 + \$0 (Debt)		\$0 (\$1.38M Deferred) Offset by \$249K AATA Grant (27 Radios)	\$226,088 50% (\$147.77) <i>10% reduction</i>	\$50,939	\$277,027 (PSEC Only) \$524,044 (PSEC & ERICA)
FY23/24 <i>Estimated 3% Increase +\$214K ERICA Upgrade</i>	\$197,436 Offset by ERICA \$100K AATA Grant (7 years)	\$254,428 + \$214,000 (Upgrade)		\$197,436 Offset by \$100K ERICA AATA Grant (7 years)	\$305,212 75% (\$132.99) <i>10% reduction</i>	\$52,467	\$555,115 (PSEC Only) \$665,864 (ERICA Only)
FY24/25 <i>Estimated 3% Increase +\$214K ERICA Upgrade9</i>	\$197,436 Offset by ERICA \$100K AATA Grant (7 years)	\$262,060 + \$214,000 (Upgrade)		\$197,436 Offset by \$100K ERICA AATA Grant (7 years)	\$366,251 100% (\$119.69) <i>10% reduction</i>	\$54,041	\$617,728 (PSEC Only) \$673,496 (ERICA Only)

Agency Maintenance Costs Not Included in PSEC Rate

- 8 Year Contract (3% increase/yr.)
- SUA FY21/22: \$29,765
- Tech Support FY21/22: \$19,690
- Annual Total: \$49,455

Grant Funding

25

Item 18.

Anti-Terrorism Approval Authority (AATA) Grant Funding

- Beaumont will receive \$249K for FY 20/21
- \$650K-\$1M in funding to offset end-user radio purchases for ERICA agencies
- Supported by ARCCOPS
- Specific amount allocated for each city would be decided by ERICA Chiefs
- Tentatively \$836,941 approved for ERICA agencies; \$112,000 to Beaumont. Actual funding would occur in March 2022
- Possibility exists for additional similar funding in March 2023 depending on available program funds

Decision/Consideration Points:

▶ **Remain in ERICA**

- ▶ Will all agencies remain in ERICA?
- ▶ Will ERICA be dissolved as a JPA?
- ▶ Financial impact to remaining agencies if one or more agencies leave ERICA on 06/30/2023?

▶ **Migrate to PSEC**

- ▶ Which Fiscal Year makes most sense?
- ▶ Purchase of Motorola end-user radios at discounted rate with deferred payments?
 - ▶ Buy now, pay in 2 years?
 - ▶ Buy later, pay in 2 years?
- ▶ Planned efficiency of PSEC by Sheriff's Department

QUESTIONS