



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

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

550 E 6th Street, Beaumont, Ca

Tuesday, March 5, 2019

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

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

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

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CLOSED SESSION

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

CALL TO ORDER

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

1. Public Comments Regarding Closed Session

2. Conference with Legal Counsel Regarding Anticipated Litigation Pursuant to Government Code Section 54956.9(d)(2) and/or (3) - One Potential Case

Adjourn to Closed Session

REGULAR SESSION

CALL TO ORDER

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

Report out from Closed Session:

Action on any Closed Session items:

Action on any requests for excused absence:

Pledge of Allegiance:

Approval/Adjustments to Agenda:

Conflict of Interest Disclosure:

ANNOUNCEMENTS/RECOGNITIONS/PROCLAMATIONS/CORRESPONDENCE

PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)

Any one person may address the City Council on any matter not on this agenda. If you wish to speak, please fill out a "Public Comment Form" provided at the back table and give 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 Council from discussing or taking actions brought up by your comments.

CONSENT CALENDAR

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

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

- | | |
|--|-----------|
| 1. Ratification of Warrants dated February 15, 2019
Item 1 | 7 - 24 |
| 2. Ratification of Warrants dated February 21, 2019
Item 2 | 25 - 37 |
| 3. Approval of Minutes dated February 19, 2019
CC Minutes 02.19.19 | 39 - 49 |
| 4. Execute Joint Use Agreement (JUA) with Southern California Edison (Edison) for the Potrero Interchange Phase 1 Project
Item 4 | 51 - 78 |
| 5. Software Purchase: Dossier Systems Vehicle Maintenance Repair Order Program
Item 5 | 79 - 105 |
| 6. Tentative Tract Map 29267 (West of Beaumont Avenue and North of Oak Valley Parkway, Noble Creek Specific Plan) One-Year Time Extension
Item 6 | 107 - 108 |
| 7. Pardee Tract Map Acceptance - Amended Tract Map 31470-3, Amended Tract Map 31470-4, Tract Map 31470-5, Tract Map 31470-6 | 109 - 155 |

[Item 7](#)

8. **Request of Rental Fee Waiver - Soroptimist International of Banning-Beaumont** 157 - 158

[Item 8](#)

9. **Fourth of July Freedom Festival Update and Pyro Spectaculars, Inc. Agreement** 159 - 168

[Item 9](#)

PUBLIC HEARINGS

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

10. **Formation of CFD 2019-1** 169 - 308

Recommended Council Action(s):

1. Waive the full reading and adopt by title only "A Resolution of The City Council Establishing the City of Beaumont Community Facilities District No. 2019-1, Authorizing the Levy of Special Taxes and Calling an Election Therein."
2. Waive the full reading and adopt by title only "Resolution of The City Council of The City of Beaumont, Acting as the Legislative Body of City Of Beaumont Community Facilities District No. 2019-1, Determining the Necessity to Incur Bonded Indebtedness within the Community Facilities District and Calling Elections Therein."
3. Collection of ballots to be conducted by the City Clerk, and votes to be read into the record.
4. Waive the full reading and adopt by title only "Resolution of the City Council, Acting in Its Capacity as the Legislative Body of City of Beaumont Community Facilities District No. 2019-1, Certifying the Results of the March 5, 2019 Special Tax and Bond Elections."
5. Waive the first full reading of "Ordinance of the City Council of The City of Beaumont, Acting in Its Capacity As the Legislative Body of City of Beaumont Community Facilities District No. 2019-1, Authorizing the Levy of a Special Tax within the Community Facilities District."

- [Item 10](#)
- [Item 10 A](#)
- [Item 10 B](#)
- [Item 10 C](#)
- [Item 10 D](#)
- [Item 10 E](#)
- [Item 10 F](#)
- [Item 10 G](#)
- [Item 10 H](#)

ACTION ITEMS

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

11. **Approval of Acquisition Agreement in Connection with Community Facilities District No. 2019-1 (the "District")** 309 - 338

Recommended Council Action(s):

1. Approve as an action item, an action of the City Council of the City of Beaumont to authorize the execution and delivery of an Acquisition Agreement relating to Community Facilities District No. 2019-1 of the City of Beaumont and

approving certain documents and taking certain other actions in connection therewith.

[Item 11](#)

12. Contract Extensions for Special Counsel Services

339 - 355

Recommended Council Action(s):

1. Authorize the City Manager to execute contracts with an extension of 3, one-year term limits for special counsel services with the following four (4) firms:
 - a) Burke, Williams & Sorensen, LLP
 - b) Liebert Cassidy Whitmore
 - c) Lewis Brisbois Bisgaard & smith, LLP
 - d) Manning & Kass

[Item 12](#)

[Attachment A](#)

[Attachment B](#)

[Attachment C](#)

[Attachment D](#)

13. Receive an Update from City Staff Regarding the Proposed Pass Area Transit Provider Analysis to be Conducted by the Riverside County Transportation Commission and Provide Direction to City Staff

357 - 371

Recommended Council Action(s):

1. City Staff is requesting that the City Council provide any additional comments or amendments to those submitted to the RCTC by City staff regarding the proposed Pass Area Transit Provider Analysis. Additionally, City staff is requesting direction regarding the amendment to the SRTP and specifically pursuant to the termination of Beaumont's Route 2.

[Item 13](#)

[Attachment 1](#)

[Attachment 2](#)

[Attachment 3](#)

[Attachment 4](#)

14. Potrero Bridge Project Summary and Construction Change Order Update

373 - 375

Recommended Council Action(s):

1. Receive and file the Potrero Bridge Project Summary and Construction Change Order Update.

[Item 14](#)

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

377 - 386

Recommended Council Action(s):

1. Receive and file the project updates.

[Item 15](#)

16. 2019-2020 Legislative Platform

387 - 396

Recommended Council Action(s):

1. Approve the 2019-20 Legislative Platform as proposed.

[Item 16](#)

17. Legislative Updates and Discussion

COUNCIL REPORTS

- Carroll
- Lara
- Martinez
- Santos
- White

ECONOMIC DEVELOPMENT UPDATE

Economic Development Committee Report Out and City Council Direction

CITY TREASURER REPORT

Finance and Audit Committee Report Out and Council Direction

CITY CLERK REPORT

CITY ATTORNEY REPORT

18. Status of Pending Litigation

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[Item 18](#)

CITY MANAGER REPORT

FUTURE AGENDA ITEMS

Adjournment of the City Council of the March 5, 2019 Meeting at ____ p.m.

The next regular meeting of the Beaumont City Council, Beaumont Financing Authority, the Beaumont Successor Agency (formerly RDA), the Beaumont Utility Authority, the Beaumont Parking Authority and the Beaumont Public Improvement Agency is scheduled for Tuesday, March 19, 2019, at 5:00 p.m. or thereafter as noted on the posted Agenda for Closed Session items in the City Council Board Room No. 5, followed by the regular meeting at 6:00 p.m. or thereafter as noted on the posted Agenda at City Hall.

Beaumont City Hall – Online www.BeaumontCa.gov



WARRANTS TO BE RATIFIED

Friday, February 15, 2019

Printed Checks	101132-101218	\$	447,608.04	FY 18/19
	A/P Total	\$	<u>447,608.04</u>	
Wire	Wilmington Trust	\$	5,903,066.88	Transfer funds for debt service due 03/01/2019
	Bank of Hemet	\$	4,491.98	Transfer to reimburse purchase activity 01/2019
	Guardian	\$	20,437.62	Feb-19
	Declined Utility Payments	\$	380.76	Automatic Payments
	MG Trust	\$	23,085.81	457 Paydate 01/18/2019
		\$	22,836.02	457 Paydate 02/01/2019
		\$	1,028.74	FICA Paydate 02/01/2019
	Payroll	\$	409,545.07	PPE 01/24/2019
	\$	419,792.67	PPE 02/07/2019	

I DO HEREBY CERTIFY THIS WARRANT LIST HAS BEEN COMPILED AND PREPARED TO MEET THE DAILY OPERATIONS FOR THE FISCAL YEAR JULY 1, 2018 - JUNE 30, 2019

SIGNATURE: _____

TITLE: CITY TREASURER

SIGNATURE:  _____

TITLE: FINANCE DIRECTOR

Staff Report

TO: Mayor and City Council Members

FROM: Melana Taylor, Director of Finance

DATE: February 15, 2019

SUBJECT: Warrants to Be Ratified

Background and Analysis:

The City of Beaumont City Council appointed a Treasurer at the meeting on January 15, 2019, and Baron Ginnetti was sworn in to office on February 5, 2019. The Treasurer had a standing commitment and was out of town for the warrant dated February 15, 2019.

In his absence, the internal control process is as follows:

1. Accounting staff receives invoices for payment. Staff ensures proper director authorization, codes, and amounts. Staff performs data entry of invoices, creating a packet for the week. NOTE: This step includes ensuring City Council approval for invoices over \$25,000 and City Manager approval for invoices over \$1,000.
2. Senior accounting staff reviews the packet against the original invoices and verifies that data entry is complete and accurate. Senior accounting staff performs approval step in the software.
3. Accounting staff pulls approved packet forward and performs the check printing function.
4. Senior accounting staff reviews the check packet against the data entry packet to ensure accuracy. Senior accounting staff then performs approval of check run step in the software.
5. Accounting staff separates invoices alphabetically and runs all applicable system reports. Accounting staff then runs an online banking activity report. All data is pulled together to generate the Warrants to Be Ratified report.
6. Director of Finance receives all invoices, checks, reports, and Warrants to Be Ratified report and agrees all documents, verifying the vendor names and amounts. Director of Finance signs the Warrants to Be Ratified and provides to Deputy City Clerk. Director of Finance returns invoices, checks and reports to accounting staff to process checks for mailing and invoices for scanning.

Finance Director Review: 



City of Beaumont, CA

Check Report

By Check Number

Date Range: 02/08/2019 - 02/15/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3103	ADILENE CASTILLO	02/15/2019	Regular	0.00	40.00	101132
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>RCT 879178</u>	Invoice	02/13/2019	DEPOSIT REFUND	0.00	40.00	
	<u>100-0000-4590-0000</u>		BUILDING RENTAL		40.00	
1036	ALBERT A. WEBB ASSOCIATES	02/15/2019	Regular	0.00	56,003.06	101133
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>190313</u>	Invoice	02/14/2019	Engineering Services During Construction	0.00	11,838.63	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE		11,838.63	
<u>190314</u>	Invoice	02/14/2019	Engineering Services During Const. - BRIN	0.00	14,151.99	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE		14,151.99	
<u>190315</u>	Invoice	02/14/2019	Engineering Services During Construction	0.00	16,206.71	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE		16,206.71	
<u>190315-2</u>	Invoice	02/14/2019	Engineering Services During Const. - BRIN	0.00	13,805.73	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE		13,805.73	
1050	AMAZON CAPITAL SERVICES	02/15/2019	Regular	0.00	857.44	101134
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>14HV-3PMH-YPY</u>	Invoice	02/13/2019	OFFICE SUPPLIES	0.00	23.25	
	<u>100-1225-7025-0000</u>		OFFICE SUPPLIES		23.25	
<u>1CMH-1JTX-T3G</u>	Invoice	02/13/2019	OFFICE SUPPLIES	0.00	25.84	
	<u>100-1230-7072-0000</u>		COMPUTER SUPPLIES/MA		25.84	
<u>1GOV-3JN3-LVP6</u>	Credit Memo	02/13/2019	RETURNED GOODS	0.00	-11.84	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		-11.84	
<u>1KPI-QKTN-3VR1</u>	Invoice	02/13/2019	OFFICE SUPPLIES	0.00	70.97	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		70.97	
<u>1KPI-QKTN-R4RD</u>	Invoice	02/13/2019	OFFICE SUPPLIES	0.00	132.16	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		132.16	
<u>1KPI-QKTN-VF3F</u>	Invoice	02/13/2019	VEHICLE MAINTENANCE	0.00	52.50	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		52.50	
<u>1KPI-QKTN-VFDV</u>	Invoice	02/13/2019	OFFICE SUPPLIES	0.00	92.96	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		92.96	
<u>1KPI-QKTN-VFP3</u>	Invoice	02/13/2019	DEPT SUPPLIES	0.00	15.68	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES		15.68	
<u>1JCH-KYNT-C1J3</u>	Invoice	02/13/2019	COMPUTER SUPPLIES	0.00	273.44	
	<u>100-1230-7072-0000</u>		COMPUTER SUPPLIES/MA		273.44	
<u>1O3C-VKQR-3WZ</u>	Credit Memo	02/13/2019	DEPT SUPPLIES	0.00	-21.88	
	<u>100-6050-7070-0000</u>		SPECIAL DEPT SUPPLIES		-21.88	
<u>1VY1-1JQV-V7GV</u>	Invoice	02/13/2019	OFFICE SUPPLIES	0.00	173.95	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		173.95	
<u>1X74-NH6F-T3PF</u>	Invoice	02/13/2019	DEPT SUPPLIES	0.00	38.43	
	<u>100-6050-7070-0000</u>		SPECIAL DEPT SUPPLIES		38.43	
<u>1XXX-C99P-6D9L</u>	Invoice	02/13/2019	DEPT SUPPLIES	0.00	61.98	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES		61.98	
<u>1Y4O-CFYM-6QK</u>	Credit Memo	02/13/2019	OFFICE SUPPLIES	0.00	-70.00	

Check Report

Date Range: 02/08/2019 - 02/15/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-1200-7025-0000</u>	OFFICE SUPPLIES	OFFICE SUPPLIES		-70.00	
1053	AMERICAN FORENSIC NURSES	02/15/2019	Regular	0.00	294.00	101135
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>71707</u>	Invoice	02/14/2019	American Forensic Nurses - Blood Analy	0.00	150.00	
	<u>100-2050-7068-0000</u>	CONTRACTUAL SERVICES	American Forensic Nurses - Bloo		150.00	
<u>71741</u>	Invoice	02/14/2019	American Forensic Nurses - Blood Analy	0.00	144.00	
	<u>100-2050-7068-0000</u>	CONTRACTUAL SERVICES	American Forensic Nurses - Bloo		144.00	
1080	ARAMARK	02/15/2019	Regular	0.00	310.77	101136
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>1573958</u>	Invoice	02/13/2019	OFFICE SUPPLIES	0.00	310.77	
	<u>100-2050-7025-0000</u>	OFFICE SUPPLIES	OFFICE SUPPLIES		310.77	
1100	AUTOZONE	02/15/2019	Regular	0.00	34.46	101137
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>2882792515</u>	Invoice	02/13/2019	VEHICLE MAINTENANCE	0.00	34.46	
	<u>750-7400-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		34.46	
1005	A-Z BUS SALES,INC.	02/15/2019	Regular	0.00	615.35	101138
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>01P671642</u>	Invoice	02/13/2019	VEHICLE MAINTENANCE	0.00	435.15	
	<u>750-7600-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		435.15	
<u>01P672041</u>	Invoice	02/13/2019	VEHICLE MAINTENANCE	0.00	180.20	
	<u>750-7200-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		180.20	
1125	BEAUMONT CHAMBER	02/15/2019	Regular	0.00	60.00	101139
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>8677</u>	Invoice	02/13/2019	GOOD MORNING BEAUMONT	0.00	60.00	
	<u>100-1050-7035-0000</u>	LOCAL MEETINGS	GOOD MORNING BEAUMONT		60.00	
1127	BEAUMONT DO IT BEST HOME CENTER	02/15/2019	Regular	0.00	474.02	101140
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>467769</u>	Invoice	02/13/2019	DEPT SUPPLIES	0.00	72.28	
	<u>100-6050-7070-5100</u>	SPEC DEPT EXP - FALLEN	DEPT SUPPLIES		8.59	
	<u>100-6050-7070-6060</u>	SPEC DEPT EXP- 713 W 4T	DEPT SUPPLIES		63.69	
<u>467779</u>	Invoice	02/13/2019	DEPT SUPPLIES	0.00	13.15	
	<u>100-6050-7070-5700</u>	SPEC DEPT EXP - WILD FL	DEPT SUPPLIES		13.15	
<u>467858</u>	Invoice	02/13/2019	DEPT SUPPLIES	0.00	5.61	
	<u>100-6050-7070-6060</u>	SPEC DEPT EXP- 713 W 4T	DEPT SUPPLIES		5.61	
<u>467984</u>	Invoice	02/13/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	2.31	
	<u>100-6000-7085-6025</u>	BLDG MAINT - CITY HALL	BUILDING SUPPLIES & MAINTEN		2.31	
<u>468031</u>	Invoice	02/13/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	4.50	
	<u>100-6000-7085-6028</u>	BLDG MAINT - CITY HALL	BUILDING SUPPLIES & MAINTEN		4.50	
<u>468056</u>	Invoice	02/13/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	49.42	
	<u>100-6000-7085-6025</u>	BLDG MAINT - CITY HALL	BUILDING SUPPLIES & MAINTEN		49.42	
<u>468063</u>	Invoice	02/13/2019	DEPT SUPPLIES	0.00	31.98	
	<u>100-6000-7070-6060</u>	SPEC DEPT EXP- 713 W 4T	DEPT SUPPLIES		31.98	
<u>468087</u>	Invoice	02/13/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	25.00	
	<u>100-6000-7085-6060</u>	BLDG MAINT- 713 W 4TH	BUILDING SUPPLIES & MAINTEN		25.00	
<u>468090</u>	Invoice	02/13/2019	DEPT SUPPLIES	0.00	29.07	

Check Report

Date Range: 02/08/2019 - 02/15/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-1550-7070-0000</u>		SPECIAL DEPT SUPPLIES		29.07	
<u>468111</u>	Invoice	02/14/2019	DEPARTMENT SUPPLIES - SEWER	0.00	121.51	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		121.51	
<u>468113</u>	Invoice	02/14/2019	DEPARTMENT SUPPLIES - SEWER	0.00	32.96	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		32.96	
<u>468192</u>	Invoice	02/13/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	9.57	
	<u>100-6000-7085-6060</u>		BLDG MAINT- 713 W 4TH		9.57	
<u>468233</u>	Invoice	02/13/2019	DEPT SUPPLIES	0.00	76.66	
	<u>100-6000-7070-6060</u>		SPEC DEPT EXP- 713 W 4T		76.66	
1136	BEAUMONT POWER EQUIPMENT	02/15/2019	Regular	0.00	331.96	101141
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>00012279</u>	Invoice	02/13/2019	EQUIPMENT MAINTENANCE	0.00	171.96	
	<u>100-6050-7090-0000</u>		EQUIPMENT SUPPLIES/M		171.96	
<u>00012280</u>	Invoice	02/13/2019	EQUIPMENT MAINTENANCE	0.00	160.00	
	<u>100-6050-7090-0000</u>		EQUIPMENT SUPPLIES/M		160.00	
1140	BEAUMONT SAFE & LOCK	02/15/2019	Regular	0.00	207.71	101142
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>71048</u>	Invoice	02/13/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	119.00	
	<u>100-6000-7085-6045</u>		BLDG MAINT- COMMUNI		119.00	
<u>71310</u>	Invoice	02/13/2019	VEHICLE MAINTENANCE	0.00	10.76	
	<u>750-7200-7037-0000</u>		VEHICLE MAINTENANCE		10.76	
<u>71427</u>	Invoice	02/13/2019	DEPT SUPPLIES	0.00	77.95	
	<u>100-6050-7070-5500</u>		SPEC DEPT EXP - STEWAR		49.00	
	<u>100-6050-7070-5500</u>		SPEC DEPT EXP - STEWAR		28.95	
1159	BIG TEX TRAILERS	02/15/2019	Regular	0.00	633.59	101143
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>40582742</u>	Invoice	02/13/2019	VEHICLE MAINTENANCE	0.00	145.44	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE		145.44	
<u>40583409</u>	Invoice	02/13/2019	VEHICLE MAINTENANCE	0.00	175.57	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE		175.57	
<u>40583685</u>	Invoice	02/13/2019	VEHICLE MAINTENANCE	0.00	312.58	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE		312.58	
1221	CARLA THORTON CONSTRUCTION	02/15/2019	Regular	0.00	1,230.00	101144
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>152C</u>	Invoice	02/13/2019	SENECA PARK DOOR REPAIR	0.00	1,230.00	
	<u>100-6050-7068-5300</u>		CONTRACT SVC - SENECA		1,230.00	
1242	CED	02/15/2019	Regular	0.00	435.31	101145
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>0954-467565</u>	Invoice	02/13/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	241.36	
	<u>100-6000-7085-6045</u>		BLDG MAINT- COMMUNI		241.36	
<u>0954-468574</u>	Invoice	02/13/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	193.95	
	<u>100-6000-7035-6040</u>		BLDG MAINT - POLICE DE		193.95	
1258	CHERRY VALLEY NURSERY	02/15/2019	Regular	0.00	81.89	101146

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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		
T1-0073953	Invoice	02/13/2019	DEPT SUPPLIES	0.00	81.89	
	<u>100-6050-7070-5400</u>		SPEC DEPT EXP - SPORTS		81.89	
1273	CHRISTOPHER CREWS	02/15/2019	Regular	0.00	225.42	101147
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>01/08/2019</u>	Invoice	02/13/2019	EMPLOYEE UNIFORM REIMBURSEMENT	0.00	111.24	
	<u>100-2050-7065-0000</u>		UNIFORMS		111.24	
<u>01/25/2019</u>	Invoice	02/13/2019	EMPLOYEE UNIFORM REIMBURSEMENT	0.00	114.18	
	<u>100-2050-7065-0000</u>		UNIFORMS		114.18	
3425	CHRISTOPHER PAUL ESQUIVEL	02/15/2019	Regular	0.00	300.00	101148
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>4949</u>	Invoice	02/13/2019	CVP APPRECIATION	0.00	300.00	
	<u>100-2050-7035-0000</u>		LOCAL MEETINGS		300.00	
1282	CINTAS CORPORATION #698	02/15/2019	Regular	0.00	687.68	101149
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>4016083722</u>	Invoice	02/13/2019	UNIFORM MAINTENANCE	0.00	422.26	
	<u>100-6050-7065-0000</u>		UNIFORMS		422.26	
<u>5012710481</u>	Invoice	02/13/2019	DEPT SUPPLIES	0.00	265.42	
	<u>750-7300-7070-0000</u>		SPECIAL DEPT SUPPLIES		265.42	
1298	CLASS ACTS AUTOBODY	02/15/2019	Regular	0.00	7,188.07	101150
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>16390</u>	Invoice	02/13/2019	VEHICLE MAINTENANCE	0.00	7,188.07	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		972.00	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		6,216.07	
1299	CLEAN TECH ENVIRONMENTAL	02/15/2019	Regular	0.00	375.48	101151
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>344024</u>	Invoice	02/13/2019	VEHICLE MAINTENANCE	0.00	59.00	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		59.00	
<u>57977</u>	Invoice	02/13/2019	VEHICLE MAINTENANCE	0.00	316.48	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		316.48	
1307	COLE VOCATIONAL	02/15/2019	Regular	0.00	1,023.00	101152
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>013119</u>	Invoice	02/13/2019	BUILDING MAINTENANCE	0.00	1,023.00	
	<u>100-6000-7085-6040</u>		BLDG MAINT - POLICE DE		1,023.00	
1342	CR&R INC.	02/15/2019	Regular	0.00	8,718.60	101153
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>0001893</u>	Invoice	02/14/2019	Street Sweeping Services	0.00	8,718.60	
	<u>100-3250-7068-0000</u>		CONTRACTUAL SERVICES		8,718.60	
1353	CUSTOM TROPHIES	02/15/2019	Regular	0.00	161.63	101154
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>017173</u>	Invoice	02/13/2019	DEPT SUPPLIES	0.00	161.63	
	<u>100-1200-7070-0000</u>		SPECIAL DEPT SUPPLIES		161.63	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1363	DANGELO CO.	02/15/2019	Regular	0.00	434.00	101155
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>51350542.001</u>	Invoice	02/14/2019	DEPARTMENT SUPPLIES - SEWER	0.00	24.29	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - SEWE	24.29	
<u>51352608.001</u>	Invoice	02/14/2019	DEPARTMENT SUPPLIES - SEWER	0.00	64.78	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - SEWE	64.78	
<u>51355227.001</u>	Invoice	02/14/2019	DEPARTMENT SUPPLIES - SEWER	0.00	9.73	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - SEWE	9.73	
<u>51357927.001</u>	Invoice	02/14/2019	DEPARTMENT SUPPLIES - SEWER	0.00	242.90	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - SEWE	242.90	
<u>51358822.001</u>	Invoice	02/14/2019	DEPARTMENT SUPPLIES - SEWER	0.00	92.30	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - SEWE	92.30	
1398	DEPARTMENT OF ENVIORNMENTAL HEALTH	02/15/2019	Regular	0.00	5,134.20	101156
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>01/09/2019</u>	Invoice	02/13/2019	CONTRACTED ENVIRONMENTAL HEALTH S	0.00	5,134.20	
	<u>100-2030-7039-0000</u>		CODE ENFORCEMENT	OCTOBER - DECEMBER 2018	1,565.50	
	<u>100-2030-7039-0000</u>		CODE ENFORCEMENT	JULY - SEPTEMBER 2018	3,568.70	
1402	DEPARTMENT OF JUSTICE	02/15/2019	Regular	0.00	1,415.00	101157
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>352903</u>	Invoice	02/14/2019	DOJ Livescan Fingerprinting	0.00	1,415.00	
	<u>100-2050-7031-0000</u>		LIVE SCAN-FINGERPRINTI	DOJ Livescan Fingerprinting	1,415.00	
1414	DIAMOND HILLS AUTO GROUP	02/15/2019	Regular	0.00	1,326.32	101158
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>646537</u>	Invoice	02/13/2019	VEHICLE MAINTENANCE	0.00	87.70	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	87.70	
<u>647134</u>	Invoice	02/13/2019	VEHICLE MAINTENANCE	0.00	1,036.63	
	<u>750-7200-7037-0000</u>		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	1,036.63	
<u>647135</u>	Invoice	02/13/2019	VEHICLE MAINTENANCE	0.00	201.99	
	<u>750-7200-7037-0000</u>		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	201.99	
1422	DICK'S ALL AUTO REPAIR, INC	02/15/2019	Regular	0.00	42.00	101159
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>21498</u>	Invoice	02/13/2019	VEHICLE MAINTENANCE	0.00	42.00	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	42.00	
1424	DIRECTV	02/15/2019	Regular	0.00	110.24	101160
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>35783013141</u>	Invoice	02/13/2019	BUILDING UTILITY	0.00	110.24	
	<u>100-5000-7010-6040</u>		UTILITIES - POLICE DEPT	BUILDING UTILITY	110.24	
1446	DURA PLASTICS	02/15/2019	Regular	0.00	127.04	101161
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>963442</u>	Invoice	02/13/2019	DEPT SUPPLIES	0.00	127.04	
	<u>100-6050-7070-5000</u>		SPEC DEPT EXP - THREE RI	DEPT SUPPLIES	127.04	
1473	EMPLOYMENT DEVELOPMENT DEPT.	02/15/2019	Regular	0.00	1,982.48	101162

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>10647048288</u>	Invoice	02/13/2019	UNEMPLOYMENT INSURANCE BENEFIT C	0.00	1,982.48	
	<u>750-7200-6025-0000</u>		UNEMPLOYMENT		1,982.48	
3517	ENOCH CLARK	02/15/2019	Regular	0.00	74,000.00	101163
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>02/14/19</u>	Invoice	02/14/2019	SETTLEMENT AGREEMENT	0.00	74,000.00	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES SETTLEMENT AGREEMENT		74,000.00	
3518	EVOLUTION SPORTS	02/15/2019	Regular	0.00	736.73	101164
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>02/06/2019</u>	Invoice	02/13/2019	EMPLOYEE TRAINING	0.00	736.73	
	<u>100-2050-7066-0000</u>		TRAVEL, EDUCATION, TRA EMPLOYEE TRAINING		736.73	
3347	EXECUTIVE FACILITIES SERVICES, INC	02/15/2019	Regular	0.00	8,619.51	101165
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>18240</u>	Invoice	02/14/2019	Custodial Services	0.00	8,619.51	
	<u>100-6000-7068-6025</u>		CONTRACTUAL SVC - CITY Custodial Services		3,740.00	
	<u>100-6000-7068-6026</u>		CONTRACTUAL SVC - CITY CUSTODIAL SERVICE		676.98	
	<u>100-6000-7068-6028</u>		CONTRACTUAL SVC - CITY Custodial Services		510.00	
	<u>100-6000-7068-6045</u>		CONTRACTUAL SVC- COM Custodial Services		3,400.00	
	<u>100-6000-7068-6060</u>		CONTRACTUAL SVC- 713 CUSTODIAL SERVICE		167.53	
	<u>100-6000-7068-6065</u>		CONTRACTUAL SVC- 550 Custodial Services		125.00	
1501	FAIRVIEW FORD	02/15/2019	Regular	0.00	882.62	101166
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>568107</u>	Invoice	02/13/2019	VEHICLE MAINTENANCE	0.00	92.95	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		92.95	
<u>568806</u>	Invoice	02/13/2019	VEHICLE MAINTENANCE	0.00	543.95	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		543.95	
<u>569317</u>	Invoice	02/13/2019	VEHICLE MAINTENANCE	0.00	56.53	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		56.53	
<u>569455</u>	Invoice	02/13/2019	VEHICLE MAINTENANCE	0.00	12.79	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		12.79	
<u>569608</u>	Invoice	02/13/2019	VEHICLE MAINTENANCE	0.00	88.20	
	<u>750-7200-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		88.20	
<u>569630</u>	Invoice	02/13/2019	VEHICLE MAINTENANCE	0.00	88.20	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		88.20	
1518	FLYERS ENERGY	02/15/2019	Regular	0.00	1,576.60	101167
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>CFS-1813170</u>	Invoice	02/13/2019	FUEL CARDS	0.00	1,576.60	
	<u>750-7000-7050-0000</u>		FUEL FUEL CARDS		0.66	
	<u>750-7100-7050-0000</u>		FUEL FUEL CARDS		0.66	
	<u>750-7200-7050-0000</u>		FUEL FUEL CARDS		1,073.60	
	<u>750-7300-7050-0000</u>		FUEL FUEL CARDS		0.67	
	<u>750-7400-7050-0000</u>		FUEL FUEL CARDS		501.01	
1522	FOX OCCUPATIONAL	02/15/2019	Regular	0.00	1,212.03	101168
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>185952 32871</u>	Invoice	02/14/2019	EMPLOYEE MEDICAL SERVICES	0.00	197.03	
	<u>100-2050-6019-0000</u>		FIRST AID EMPLOYEE MEDICAL SERVICES		197.03	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5351-103054	Invoice	02/13/2019	HIRING COSTS	0.00	1,015.00	
	<u>100-1240-6050-0000</u>		RECRUITMENT AND HIRI		840.00	
	<u>750-7200-6019-0000</u>		FIRST AID		130.00	
	<u>750-7300-6019-0000</u>		FIRST AID		45.00	
1533	FRONTIER COMMUNICATIONS	02/15/2019	Regular	0.00	3,029.96	101169
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>209-042-1949-06</u>	Invoice	02/13/2019	PHONE UTILITY	0.00	288.05	
	<u>100-1230-7015-6040</u>		TELEPHONE (POLICE DPT)		288.05	
<u>323-156-8188-02</u>	Invoice	02/13/2019	PHONE UTILITY	0.00	93.01	
	<u>100-1230-7015-6060</u>		TELEPHONE (4th ST YARD)		93.01	
<u>951-769-6032-08</u>	Invoice	02/13/2019	PHONE UTILITY	0.00	71.75	
	<u>100-1230-7015-5400</u>		TELEPHONE - SPORTS PAR		71.75	
<u>951-769-8500-01</u>	Invoice	02/13/2019	PHONE UTILITY	0.00	1,729.32	
	<u>100-1230-7015-6040</u>		TELEPHONE (POLICE DPT)		1,729.32	
<u>951-769-8520-01</u>	Invoice	02/13/2019	PHONE UTILITY	0.00	264.19	
	<u>100-1230-7015-6025</u>		TELEPHONE (CITY HALL)		264.19	
<u>951-769-8530-06</u>	Invoice	02/13/2019	PHONE UTILITY	0.00	247.89	
	<u>750-7300-7015-0000</u>		TELEPHONE		247.89	
<u>951-769-8533-09</u>	Invoice	02/13/2019	PHONE UTILITY	0.00	122.42	
	<u>750-7300-7015-0000</u>		TELEPHONE		122.42	
<u>951-769-8538-06</u>	Invoice	02/13/2019	PHONE UTILITY	0.00	74.53	
	<u>100-1230-7015-6048</u>		TELEPHONE (POOL)		74.53	
<u>951-769-8539-04</u>	Invoice	02/13/2019	PHONE UTILITY	0.00	138.80	
	<u>100-1230-7015-6045</u>		TELEPHONE (COMM CTR)		138.80	
1610	HDL COREN & CONE	02/15/2019	Regular	0.00	1,877.42	101170
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>0026224-IN</u>	Invoice	02/13/2019	CONTRACT SERVICES PROPERTY TAX	0.00	1,877.42	
	<u>100-1200-7068-0000</u>		CONTRACTUAL SERVICES		1,877.42	
1643	HUNTINGTON COURT REPORTERS & TRANSCRI	02/15/2019	Regular	0.00	834.72	101171
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>31631</u>	Invoice	02/14/2019	Huntington Transcription Services	0.00	834.72	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES		834.72	
1647	IACP	02/15/2019	Regular	0.00	190.00	101172
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>0046052</u>	Invoice	02/13/2019	MEMBERSHIP DUES FROM 01/01/2019-1	0.00	190.00	
	<u>100-7050-7030-0000</u>		DUES & SUBSCRIPTIONS		190.00	
1657	IN GEAR TECHNOLOGY	02/15/2019	Regular	0.00	809.27	101173
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>1141</u>	Invoice	02/13/2019	VEHICLE MAINTENANCE	0.00	334.23	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		80.00	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		254.23	
<u>1146</u>	Invoice	02/13/2019	VEHICLE MAINTENANCE	0.00	475.04	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		355.04	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		120.00	
1704	JAYTOWN INDUSTRIES, INC.	02/15/2019	Regular	0.00	269.38	101174

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>3594</u>	Invoice	02/13/2019	VEHICLE MAINTENANCE	0.00	269.38	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		269.38	
2908	JULIO MARTINEZ	02/15/2019	Regular	0.00	346.76	101175
<u>01/16/19-01/18/</u>	Invoice	02/13/2019	TRAVEL REIMBURSEMENT	0.00	346.76	
	<u>100-1050-7066-0000</u>		TRAVEL, EDUCATION, TRA		346.76	
1794	KENNY INDUSTRIAL SALES	02/15/2019	Regular	0.00	576.06	101176
<u>35716</u>	Invoice	02/14/2019	DEPARTMENT SUPPLIES - SEWER	0.00	576.06	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		576.06	
1803	KNORR SYSTEMS INC.	02/15/2019	Regular	0.00	154.30	101177
<u>SCR15600</u>	Credit Memo	02/13/2019	RETURNED GOODS	0.00	-94.05	
	<u>100-6150-7085-0000</u>		BUILDING SUPPLIES/MAI		-94.05	
<u>SI205941</u>	Invoice	02/13/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	248.35	
	<u>100-6150-7085-0000</u>		BUILDING SUPPLIES/MAI		248.35	
1805	KONICA MINOLTA BUSINESS SOLUTIONS	02/15/2019	Regular	0.00	123.92	101178
<u>32992290</u>	Invoice	02/13/2019	EQUIPMENT RENTAL	0.00	123.92	
	<u>100-1230-7075-6026</u>		EQUIPMENT LEASING/RE		86.74	
	<u>700-4050-7075-0000</u>		EQUIPMENT LEASING/RE		37.18	
3271	KS STATEBANK	02/15/2019	Regular	0.00	11,830.77	101179
<u>3353429 04/01/2</u>	Invoice	02/14/2019	VACTOR TRUCK & PATCH TRUCK	0.00	11,830.77	
	<u>100-3250-8060-0000</u>		VEHICLES		3,194.31	
	<u>710-0000-8060-0000</u>		VEHICLES		8,636.46	
1842	LEAGUE OF CALIFORNIA CITIES	02/15/2019	Regular	0.00	15,531.00	101180
<u>189140</u>	Invoice	02/13/2019	MEMBERSHIP DUES FOR 2019	0.00	15,531.00	
	<u>100-1200-7030-0000</u>		DUES & SUBSCRIPTIONS		15,531.00	
1874	LLOYD WHITE	02/15/2019	Regular	0.00	574.75	101181
<u>01/18/19-01/19/</u>	Invoice	02/13/2019	TRAVEL REIMBURSEMENT	0.00	574.75	
	<u>100-1050-7066-0000</u>		TRAVEL, EDUCATION, TRA		574.75	
3519	LOURDES JAMISON	02/15/2019	Regular	0.00	500.00	101182
<u>RCT 872696</u>	Invoice	02/13/2019	DEPOSIT REFUND	0.00	500.00	
	<u>100-0000-4590-0000</u>		BUILDING RENTAL		500.00	
1895	M BREY ELECTRIC INC	02/15/2019	Regular	0.00	13,381.10	101183

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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		
4680	Invoice	02/14/2019	ON CALL SERVICES FOR DAMAGED STREE	0.00	5,948.10	
	<u>100-3250-7068-0000</u>		CONTRACTUAL SERVICES ON CALL SERVICES FOR DAMAG		5,948.10	
4681	Invoice	02/14/2019	ON CALL SERVICES FOR DAMAGED STREE	0.00	7,433.00	
	<u>100-3250-7068-0000</u>		CONTRACTUAL SERVICES ON CALL SERVICES FOR DAMAG		7,433.00	
2910	NANCY CARROLL	02/15/2019	Regular	0.00	760.52	101184
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>01/14/19-01/29/</u>	Invoice	02/13/2019	TRAVEL REIMBURSEMENT	0.00	116.00	
	<u>100-1050-7066-0000</u>		TRAVEL, EDUCATION, TRA TRAVEL REIMBURSEMENT		116.00	
<u>01/18/19-01/19/</u>	Invoice	02/13/2019	TRAVEL REIMBURSEMENT	0.00	644.52	
	<u>100-1050-7066-0000</u>		TRAVEL, EDUCATION, TRA TRAVEL REIMBURSEMENT		644.52	
1984	NAPA AUTO PARTS	02/15/2019	Regular	0.00	1,081.10	101185
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>077019</u>	Invoice	02/14/2019	VEHICLE MAINTENANCE	0.00	214.09	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		214.09	
<u>078346</u>	Invoice	02/13/2019	VEHICLE MAINTENANCE	0.00	23.68	
	<u>100-3100-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		23.68	
<u>078838</u>	Invoice	02/13/2019	VEHICLE MAINTENANCE	0.00	4.11	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		4.11	
<u>078928</u>	Credit Memo	02/13/2019	RETURNED PARTS	0.00	-38.79	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE RETURNED PARTS		-38.79	
<u>078988</u>	Invoice	02/13/2019	VEHICLE MAINTENANCE	0.00	25.84	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		25.84	
<u>079033</u>	Invoice	02/13/2019	VEHICLE MAINTENANCE	0.00	595.64	
	<u>750-7200-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		595.64	
<u>079050</u>	Invoice	02/13/2019	VEHICLE MAINTENANCE	0.00	34.46	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		34.46	
<u>079807</u>	Invoice	02/13/2019	VEHICLE MAINTENANCE	0.00	12.92	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		12.92	
<u>079814</u>	Invoice	02/13/2019	VEHICLE MAINTENANCE	0.00	102.56	
	<u>750-7200-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		102.56	
<u>080254</u>	Invoice	02/13/2019	VEHICLE MAINTENANCE	0.00	8.60	
	<u>750-7000-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		8.60	
<u>080461</u>	Invoice	02/13/2019	VEHICLE MAINTENANCE	0.00	92.71	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		92.71	
<u>080518</u>	Invoice	02/13/2019	VEHICLE MAINTENANCE	0.00	5.28	
	<u>750-7200-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		5.28	
3493	NUTRIEN AG SOLUTIONS	02/15/2019	Regular	0.00	15,437.20	101186
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>37995295</u>	Invoice	02/13/2019	DEPT SUPPLIES	0.00	4,929.56	
	<u>100-6050-7070-5400</u>		SPEC DEPT EXP - SPORTS DEPT SUPPLIES		4,929.56	
<u>38008892</u>	Invoice	02/13/2019	DEPT SUPPLIES	0.00	1,594.70	
	<u>100-6050-7070-5400</u>		SPEC DEPT EXP - SPORTS DEPT SUPPLIES		1,594.70	
<u>38008923</u>	Invoice	02/14/2019	Goods	0.00	4,406.54	
	<u>100-6050-7070-5999</u>		SPEC DEPT EXP - ALL PAR Goods		4,406.54	
<u>38012364</u>	Invoice	02/13/2019	DEPT SUPPLIES	0.00	4,051.40	
	<u>100-6050-7070-5400</u>		SPEC DEPT EXP - SPORTS DEPT SUPPLIES		4,051.40	
<u>38023373</u>	Invoice	02/13/2019	DEPT SUPPLIES	0.00	455.00	

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	<u>100-6050-7070-5400</u>	SPEC DEPT EXP - SPORTS	DEPT SUPPLIES		455.00	
2018	ONTRAC	02/15/2019	Regular	0.00	3.93	101187
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>8890032</u>	Invoice	02/13/2019	POSTAGE	0.00	3.93	
	<u>100-1200-7025-0000</u>	OFFICE SUPPLIES	POSTAGE		3.93	
2009	O'REILLY AUTO PARTS	02/15/2019	Regular	0.00	392.34	101188
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2678-167779</u>	Invoice	02/13/2019	VEHICLE MAINTENANCE	0.00	27.15	
	<u>750-7300-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		27.15	
<u>2678-167918</u>	Credit Memo	02/13/2019	RETURNED PARTS	0.00	-18.00	
	<u>750-7300-7037-0000</u>	VEHICLE MAINTENANCE	RETURNED PARTS		-18.00	
<u>2678-168159</u>	Invoice	02/13/2019	VEHICLE MAINTENANCE	0.00	23.26	
	<u>750-7400-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		23.26	
<u>2678-168353</u>	Invoice	02/14/2019	VEHICLE MAINTENANCE	0.00	48.99	
	<u>100-6050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		48.99	
<u>2678-168371</u>	Invoice	02/14/2019	VEHICLE MAINTENANCE	0.00	48.46	
	<u>100-3100-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		48.46	
<u>2678-168391</u>	Invoice	02/13/2019	VEHICLE MAINTENANCE	0.00	83.69	
	<u>750-7400-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		83.69	
<u>2678-168604</u>	Invoice	02/13/2019	VEHICLE MAINTENANCE	0.00	4.84	
	<u>750-7300-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		4.84	
<u>2678-168905</u>	Credit Memo	02/14/2019	RETURNED PARTS	0.00	-40.38	
	<u>100-6050-7037-0000</u>	VEHICLE MAINTENANCE	RETURNED PARTS		-40.38	
<u>2678-169173</u>	Invoice	02/14/2019	VEHICLE MAINTENANCE	0.00	12.04	
	<u>750-7400-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		12.04	
<u>2678-169311</u>	Invoice	02/14/2019	VEHICLE MAINTENANCE	0.00	75.34	
	<u>750-7200-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		75.34	
<u>2678-169557</u>	Invoice	02/13/2019	VEHICLE MAINTENANCE	0.00	102.36	
	<u>750-7400-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		102.36	
<u>2678-169686</u>	Invoice	02/13/2019	VEHICLE MAINTENANCE	0.00	5.16	
	<u>750-7400-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		5.16	
<u>2678-170649</u>	Invoice	02/13/2019	VEHICLE MAINTENANCE	0.00	19.43	
	<u>750-7300-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		19.43	
<u>2678-170690</u>	Invoice	02/13/2019	VEHICLE MAINTENANCE	0.00	67.52	
	<u>750-7400-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		67.52	
<u>2678-170710</u>	Credit Memo	02/13/2019	RETURNED PARTS	0.00	-67.52	
	<u>750-7400-7037-0000</u>	VEHICLE MAINTENANCE	RETURNED PARTS		-67.52	
2026	PACIFIC ALARM SERVICE	02/15/2019	Regular	0.00	940.50	101189
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>R 144559</u>	Invoice	02/14/2019	SECURITY SERVICES	0.00	57.50	
	<u>100-6000-7087-6026</u>	SECURITY- CITY HALL BLD	SECURITY SERVICES		57.50	
<u>R 144560</u>	Invoice	02/14/2019	SECURITY SERVICES	0.00	171.00	
	<u>700-4050-7087-007A</u>	SECURITY SERVICES	SECURITY SERVICES		171.00	
<u>R 144562</u>	Invoice	02/14/2019	SECURITY SERVICES	0.00	156.00	
	<u>700-4050-7087-005X</u>	SECURITY SERVICES	SECURITY SERVICES		156.00	
<u>R 144563</u>	Invoice	02/14/2019	SECURITY SERVICES	0.00	107.50	
	<u>100-6000-7087-6040</u>	SECURITY - POLICE DEPT	SECURITY SERVICES		107.50	
<u>R 144564</u>	Invoice	02/14/2019	SECURITY SERVICES	0.00	55.50	

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	<u>100-6000-7087-6040</u>		SECURITY - POLICE DEPT		55.50	
R 144567	Invoice	02/14/2019	SECURITY SERVICES	0.00	131.50	
	<u>700-4050-7087-005X</u>		SECURITY SERVICES		131.50	
R 144942	Invoice	02/14/2019	SECURITY SERVICES	0.00	150.00	
	<u>100-6000-7087-6025</u>		SECURITY - CITY HALL		150.00	
R 144945	Invoice	02/14/2019	SECURITY SERVICES	0.00	58.50	
	<u>750-7300-7087-0000</u>		SECURITY SERVICES		58.50	
R 144946	Invoice	02/14/2019	SECURITY SERVICES	0.00	53.00	
	<u>750-7000-7087-0000</u>		SECURITY SERVICES		53.00	
2039	PARKHOUSE TIRE, INC.	02/15/2019	Regular	0.00	1,469.90	101190
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>2030172937</u>	Invoice	02/14/2019	VEHICLE MAINTENANCE	0.00	33.94	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	33.94	
<u>2030172940</u>	Invoice	02/14/2019	VEHICLE MAINTENANCE	0.00	113.11	
	<u>700-4050-7037-0000</u>		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	113.11	
<u>2030173004</u>	Invoice	02/14/2019	VEHICLE MAINTENANCE	0.00	247.15	
	<u>100-2100-7037-0000</u>		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	247.15	
<u>2030173193</u>	Invoice	02/14/2019	VEHICLE MAINTENANCE	0.00	480.54	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	480.54	
<u>2030173196</u>	Invoice	02/14/2019	VEHICLE MAINTENANCE	0.00	24.24	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	24.24	
<u>2030173618</u>	Invoice	02/14/2019	VEHICLE MAINTENANCE	0.00	570.92	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	570.92	
2065	PITNEY BOWES INC-CTR	02/15/2019	Regular	0.00	160.42	101191
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>1011102726</u>	Invoice	02/14/2019	OFFICE SUPPLIES	0.00	160.42	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES	OFFICE SUPPLIES	160.42	
3455	PRISTINE UNIFORMS, LLC	02/15/2019	Regular	0.00	772.45	101192
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>6776</u>	Invoice	02/14/2019	EMPLOYEE UNIFORM	0.00	772.45	
	<u>100-2050-7065-0000</u>		UNIFORMS	EMPLOYEE UNIFORM	772.45	
2098	QUILL CORPORATON	02/15/2019	Regular	0.00	668.85	101193
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>4408696</u>	Invoice	02/14/2019	OFFICE SUPPLIES	0.00	55.23	
	<u>100-1150-7025-0000</u>		OFFICE SUPPLIES	OFFICE SUPPLIES	9.39	
	<u>100-1200-7025-0000</u>		OFFICE SUPPLIES	OFFICE SUPPLIES	45.84	
<u>4412709</u>	Invoice	02/14/2019	OFFICE SUPPLIES	0.00	219.90	
	<u>100-1200-7025-0000</u>		OFFICE SUPPLIES	OFFICE SUPPLIES	219.90	
<u>4412710</u>	Invoice	02/14/2019	OFFICE SUPPLIES	0.00	27.24	
	<u>100-1225-7025-0000</u>		OFFICE SUPPLIES	OFFICE SUPPLIES	27.24	
<u>4447509</u>	Invoice	02/14/2019	OFFICE SUPPLIES	0.00	350.55	
	<u>100-1150-7025-0000</u>		OFFICE SUPPLIES	OFFICE SUPPLIES	49.08	
	<u>100-1200-7025-0000</u>		OFFICE SUPPLIES	OFFICE SUPPLIES	301.47	
<u>4451919</u>	Invoice	02/14/2019	OFFICE SUPPLIES	0.00	15.93	
	<u>100-1150-7025-0000</u>		OFFICE SUPPLIES	OFFICE SUPPLIES	15.93	
3479	R3 CONSULTING GROUP, INC	02/15/2019	Regular	0.00	7,160.00	101194

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>8996</u>	Invoice	02/14/2019	CONSULTING SERVICES	0.00	6,135.00	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		6,135.00	
<u>9041</u>	Invoice	02/14/2019	CONSULTING SERVICES	0.00	1,025.00	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		1,025.00	
2104	RAMONA HUMANE SOCIETY INC	02/15/2019	Regular	0.00	4,507.38	101195
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>COS1013119</u>	Invoice	02/14/2019	Ramona Humane Society Shelter	0.00	4,507.38	
	<u>100-2000-7068-0000</u>		CONTRACTUAL SERVICES		4,507.38	
2135	RESOURCE BUILDING MATERIALS	02/15/2019	Regular	0.00	46.93	101196
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>2557414</u>	Invoice	02/14/2019	DEPT SUPPLIES	0.00	46.93	
	<u>100-6050-7070-5100</u>		SPEC DEPT EXP - FALLEN		46.93	
2973	SAN BERNARDINO COUNTY FLOOD CONTROL D	02/15/2019	Regular	0.00	539.00	101197
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>P-32017034</u>	Invoice	02/14/2019	EXCESS REVIEW FEES	0.00	539.00	
	<u>710-0000-8030-0000</u>		CAPITAL IMPROVEMENT		539.00	
2257	SCOTT FAZEKAS & ASSOCIATES, INC.	02/15/2019	Regular	0.00	2,312.16	101198
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>20525</u>	Invoice	02/14/2019	Fazekas Plan Check	0.00	2,312.16	
	<u>100-2150-7063-0000</u>		PLAN CHECK FEES		2,312.16	
3031	SMARTHIRE	02/15/2019	Regular	0.00	576.50	101199
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>46174</u>	Invoice	02/14/2019	HIRING COSTS	0.00	576.50	
	<u>100-1240-6050-0000</u>		RECRUITMENT AND HIRI		576.50	
3225	SMITH AND LOVELESS, INC	02/15/2019	Regular	0.00	52,531.00	101200
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>132059</u>	Invoice	02/14/2019	GRIT REMOVAL	0.00	52,531.00	
	<u>710-0000-8030-0000</u>		CAPITAL IMPROVEMENT		52,531.00	
2331	STAGECOACH TOWING	02/15/2019	Regular	0.00	209.00	101201
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>76650</u>	Invoice	02/14/2019	VEHICLE MAINTENANCE	0.00	209.00	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		209.00	
2344	STATE WATER RESOURCES CONTROL BOARD	02/15/2019	Regular	0.00	22,697.00	101202
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>401 WCC</u>	Invoice	02/14/2019	PROJECT FEE	0.00	22,697.00	
	<u>710-0000-8030-0000</u>		CAPITAL IMPROVEMENT		22,697.00	
2626	TACOS & BEER	02/15/2019	Regular	0.00	500.00	101203

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>02/15/19</u>	Invoice	02/14/2019	CVP APPRECIATION DINNER	0.00	500.00	
	<u>100-2050-7035-0000</u>		LOCAL MEETINGS		500.00	
2395	TERMINIX COMMERCIAL	02/15/2019	Regular	0.00	75.00	101204 /
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>382665130</u>	Invoice	02/14/2019	BULDING MAINTENANCE	0.00	75.00	
	<u>100-6000-7085-6040</u>		BLDG MAINT - POLICE DE		75.00	
2407	THE GAS COMPANY	02/15/2019	Regular	0.00	963.51	101205 *
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>05789544425 02/</u>	Invoice	02/14/2019	GAS UTILITY	0.00	788.79	
	<u>100-6000-7010-6045</u>		UTILITIES - COMMUNITY		788.79	
<u>10552230004 03/</u>	Invoice	02/14/2019	GAS UTILITY	0.00	174.72	
	<u>750-7300-7010-0000</u>		UTILITIES		174.72	
2416	THE PRESS-ENTERPRISE	02/15/2019	Regular	0.00	284.40	101206 /
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>0011229597</u>	Invoice	02/14/2019	ADVERTISING	0.00	79.20	
	<u>100-1350-7020-0000</u>		ADVERTISING		79.20	
<u>0011229600</u>	Invoice	02/14/2019	ADVERTISING	0.00	68.40	
	<u>100-1350-7020-0000</u>		ADVERTISING		68.40	
<u>0011229601</u>	Invoice	02/14/2019	ADVERTISING	0.00	68.40	
	<u>100-1350-7020-0000</u>		ADVERTISING		68.40	
<u>0011229604</u>	Invoice	02/14/2019	ADVERTISING	0.00	68.40	
	<u>100-1350-7020-0000</u>		ADVERTISING		68.40	
2442	TOP-LINE INDUSTRIAL SUPPLY	02/15/2019	Regular	0.00	333.79	101207 *
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>405089</u>	Invoice	02/14/2019	VEHICLE MAINTENANCE	0.00	37.91	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		37.91	
<u>408540</u>	Invoice	02/14/2019	VEHICLE MAINTENANCE	0.00	147.48	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE		147.48	
<u>408542</u>	Invoice	02/14/2019	VEHICLE MAINTENANCE	0.00	0.46	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE		0.46	
<u>408556</u>	Invoice	02/14/2019	VEHICLE MAINTENANCE	0.00	147.94	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE		147.94	
3265	TOWNSEND PUBLIC AFFAIRS, INC	02/15/2019	Regular	0.00	4,000.00	101208 *
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>14510</u>	Invoice	02/14/2019	STATE & FEDERAL LOBBYIST	0.00	4,000.00	
	<u>100-1200-7068-0000</u>		CONTRACTUAL SERVICES		4,000.00	
2873	TPX COMMUNICATIONS	02/15/2019	Regular	0.00	448.74	101209 *
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>112246076-0</u>	Invoice	02/14/2019	PHONE UTILITY	0.00	448.74	
	<u>100-1250-7015-6040</u>		TELEPHONE (POLICE DPT)		448.74	
2456	TURF STAR, INC.	02/15/2019	Regular	0.00	1,519.24	101210 *

Check Report

Date Range: 02/08/2019 - 02/15/2019

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>7046608-00</u>	Invoice	02/14/2019	EQUIPMENT SUPPLIES & MAINTENANCE	0.00	326.78	
<u>100-6050-7090-0000</u>			EQUIPMENT SUPPLIES/M		326.78	
<u>7046653-00</u>	Invoice	02/14/2019	EQUIPMENT SUPPLIES & MAINTENANCE	0.00	790.21	
<u>100-6050-7090-0000</u>			EQUIPMENT SUPPLIES/M		790.21	
<u>7047337-00</u>	Invoice	02/14/2019	EQUIPMENT SUPPLIES & MAINTENANCE	0.00	402.25	
<u>100-6050-7090-0000</u>			EQUIPMENT SUPPLIES/M		402.25	
2461	UNDERGROUND SERVICE ALERT	02/15/2019	Regular	0.00	386.30	101211
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>1020180045</u>	Invoice	02/14/2019	DIG ALERT - SEWER	0.00	259.15	
<u>700-4050-7068-0000</u>			CONTRACTUAL SERVICES		259.15	
<u>1120180045</u>	Invoice	02/14/2019	DIG ALERT - SEWER	0.00	127.15	
<u>700-4050-7068-0000</u>			CONTRACTUAL SERVICES		127.15	
2462	UNIFIRST CORPORATION	02/15/2019	Regular	0.00	1,116.09	101212
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>325 1360899</u>	Invoice	02/14/2019	UNIFORM MAINTENANCE	0.00	372.03	
<u>100-3250-7065-0000</u>			UNIFORMS		53.90	
<u>700-4050-7065-0000</u>			UNIFORMS		24.20	
<u>750-7000-7065-0000</u>			UNIFORMS		212.53	
<u>750-7400-7065-0000</u>			UNIFORMS		40.70	
<u>750-7600-7065-0000</u>			UNIFORMS		40.70	
<u>325 1365855</u>	Invoice	02/14/2019	UNIFORM MAINTENANCE	0.00	372.03	
<u>100-3250-7065-0000</u>			UNIFORMS		53.90	
<u>700-4050-7065-0000</u>			UNIFORMS		24.20	
<u>750-7000-7065-0000</u>			UNIFORMS		212.53	
<u>750-7400-7065-0000</u>			UNIFORMS		40.70	
<u>750-7600-7065-0000</u>			UNIFORMS		40.70	
<u>325 1368564</u>	Invoice	02/14/2019	UNIFORM MAINTENANCE	0.00	372.03	
<u>100-3250-7065-0000</u>			UNIFORMS		53.90	
<u>700-4050-7065-0000</u>			UNIFORMS		24.20	
<u>750-7000-7065-0000</u>			UNIFORMS		212.53	
<u>750-7400-7065-0000</u>			UNIFORMS		40.70	
<u>750-7600-7065-0000</u>			UNIFORMS		40.70	
2474	UTILITY PARTNERS	02/15/2019	Regular	0.00	59,008.25	101213
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>0219</u>	Invoice	02/14/2019	MAINTENANCE - WWTP	0.00	59,008.25	
<u>700-4050-7068-0000</u>			CONTRACTUAL SERVICES		59,008.25	
2484	VERIZON	02/15/2019	Regular	0.00	10,114.67	101214
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>9822879073</u>	Invoice	02/14/2019	PHONE UTILITY	0.00	792.87	
<u>100-1230-7015-6040</u>			TELEPHONE (POLICE DPT)		792.87	
<u>9823060463</u>	Invoice	02/14/2019	PHONE UTILITY	0.00	8,316.19	
<u>100-1230-7015-0000</u>			TELEPHONE		7,406.65	
<u>750-7000-7015-0000</u>			TELEPHONE		909.54	
<u>9823060464</u>	Invoice	02/14/2019	PHONE UTILITY	0.00	798.21	
<u>750-7200-7015-0000</u>			TELEPHONE		798.21	
<u>9823060465</u>	Invoice	02/14/2019	PHONE UTILITY	0.00	76.02	
<u>100-1230-7015-0000</u>			TELEPHONE		76.02	
<u>9823050466</u>	Invoice	02/14/2019	PHONE UTILITY	0.00	76.02	

Check Report

Date Range: 02/08/2019 - 02/15/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-1230-7015-6026</u>	TELEPHONE (BLDG B)	PHONE UTILITY		76.02	
<u>9823060467</u>	Invoice	02/14/2019	PHONE UTILITY	0.00	55.36	
	<u>100-1230-7015-0000</u>	TELEPHONE	PHONE UTILITY		55.36	
2490	VERIZON BUSINESS SERVICE	02/15/2019	Regular	0.00	1,540.21	101215
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>71019877</u>	Invoice	02/14/2019	PHONE UTILITY	0.00	1,540.21	
	<u>100-1230-7015-6040</u>	TELEPHONE (POLICE DPT)	PHONE UTILITY		1,540.21	
2516	VOHNE LICHE KENNELS INC	02/15/2019	Regular	0.00	125.00	101216
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>15443</u>	Invoice	02/14/2019	K9 TRAINING	0.00	125.00	
	<u>100-2090-7066-0000</u>	TRAVEL, EDUCATION, TRA	K9 TRAINING 01/2019		125.00	
3422	WAXIE SANITARY SUPPLY	02/15/2019	Regular	0.00	2,769.04	101217
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>78001219</u>	Invoice	02/14/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	1,926.05	
	<u>100-6000-7085-6045</u>	BLDG MAINT- COMMUNI	BUILDING SUPPLIES & MAINTEN		1,926.05	
<u>78010441</u>	Invoice	02/14/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	842.99	
	<u>100-6000-7085-6025</u>	BLDG MAINT - CITY HALL	BUILDING SUPPLIES & MAINTEN		842.99	
2546	WILLDAN ENGINEERING	02/15/2019	Regular	0.00	24,240.00	101218
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>002-20488</u>	Invoice	02/14/2019	Willdan - Plan Check Inspections & Permit	0.00	22,500.00	
	<u>100-2150-7063-0000</u>	PLAN CHECK FEES	Willdan - Plan Check Inspections		3,297.60	
	<u>100-2150-7067-0000</u>	INSPECTIONS	Willdan - Plan Check Inspections		9,715.53	
	<u>100-2150-7068-0000</u>	CONTRACTUAL SERVICES	Willdan - Plan Check Inspections		9,486.87	
<u>002-20489</u>	Invoice	02/14/2019	Willdan - Plan Check Inspections & Permit	0.00	1,740.00	
	<u>100-2150-7063-0000</u>	PLAN CHECK FEES	Willdan - Plan Check Inspections		255.01	
	<u>100-2150-7067-0000</u>	INSPECTIONS	Willdan - Plan Check Inspections		751.34	
	<u>100-2150-7068-0000</u>	CONTRACTUAL SERVICES	Willdan - Plan Check Inspections		733.65	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	216	87	0.00	447,608.04
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	0	0	0.00	0.00
	216	87	0.00	447,608.04

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	216	87	0.00	447,608.04
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	0	0	0.00	0.00
	216	87	0.00	447,608.04

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	2/2019	447,608.04
			447,608.04




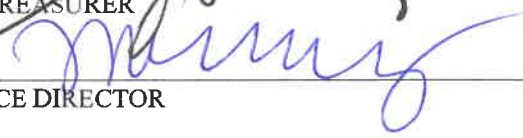
WARRANTS TO BE RATIFIED

Thursday, February 21, 2019

Printed Checks	101219-101263	\$	594,500.32	FY 18/19
EFT	124	\$	1,358.31	ICMA-RC
	125	\$	1,429.29	SEIU
	A/P Total	<u>\$</u>	<u>597,287.92</u>	
Voided Check	100575	\$	7.53	Auto Zone
Bank Drafts	CalPERS	\$	46,215.49	743 Classic 1/11/2019-1/24/2019
		\$	36,057.32	742 Classic 1/11/2019-1/24/2019
		\$	13,812.24	27308 PEPRA 1/11/2019-1/24/2019
		\$	4,424.15	25763 PEPRA 1/11/2019-1/24/2019
	MG Trust	\$	883.63	FICA Paydate 1/18/2019

I DO HEREBY CERTIFY THIS WARRANT LIST HAS BEEN COMPILED AND PREPARED TO MEET THE DAILY OPERATIONS FOR THE FISCAL YEAR JULY 1, 2018 - JUNE 30, 2019

SIGNATURE: 
 TITLE: CITY TREASURER

SIGNATURE: 
 TITLE: FINANCE DIRECTOR



Check Report

By Check Number

Date Range: 02/16/2019 - 02/20/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3229	ICMA - RC	02/20/2019	EFT	0.00	1,358.31	124
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>PD 2/15/19</u>	Invoice	02/20/2019	EMPLOYEE BENEFIT	0.00	1,358.31	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		708.31	
	<u>100-1200-6026-0000</u>		DEFERRED COMP		650.00	
2264	SEIU	02/20/2019	EFT	0.00	1,429.29	125
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>PD 2/15/19</u>	Invoice	02/20/2019	EMPLOYEE DUES	0.00	1,429.29	
	<u>100-0000-2061-0000</u>		P.E.R.C. DUES & INS		1,429.29	
1023	ADVANCED WORKPLACE STRATEGIES	02/20/2019	Regular	0.00	122.00	101219
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>395754</u>	Invoice	02/20/2019	RECRUITMENT	0.00	122.00	
	<u>100-6050-6019-0000</u>		FIRST AID		122.00	
1050	AMAZON CAPITAL SERVICES	02/20/2019	Regular	0.00	1,058.56	101220
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>11P4-PHQI-6QV4</u>	Invoice	02/20/2019	COMPUTER SUPPLIES/MAINT	0.00	429.92	
	<u>100-1230-7072-6040</u>		COMPUTER SUPPLIES/MA		429.92	
<u>16VT-3F9C-MYFJ</u>	Invoice	02/20/2019	COMPUTER SUPPLIES/MAINT	0.00	289.85	
	<u>100-1230-7072-6040</u>		COMPUTER SUPPLIES/MA		289.85	
<u>1D7J-VDWK-D1P</u>	Invoice	02/20/2019	SPECIAL DEPT SUPPLIES	0.00	27.18	
	<u>100-6050-7070-0000</u>		SPECIAL DEPT SUPPLIES		27.18	
<u>1HM3-DFY4-FMP</u>	Invoice	02/20/2019	OFFICE SUPPLIES	0.00	21.42	
	<u>100-1230-7025-0000</u>		OFFICE SUPPLIES		21.42	
<u>1K4K-T47D-PRVP</u>	Invoice	02/20/2019	COMPUTER SUPPLIES/MAINT	0.00	229.95	
	<u>100-1230-7072-6040</u>		COMPUTER SUPPLIES/MA		229.95	
<u>1PHN-CKJ7-LQ7N</u>	Invoice	02/20/2019	COMPUTER SUPPLIES/MAINT	0.00	60.24	
	<u>100-1230-7072-6025</u>		COMPUTER SUPPLIES/MA		60.24	
1100	AUTOZONE	02/20/2019	Regular	0.00	7.53	101221
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>2882738840-2</u>	Invoice	02/20/2019	VEHICLE MAINTENANCE	0.00	7.53	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		7.53	
1127	BEAUMONT DO IT BEST HOME CENTER	02/20/2019	Regular	0.00	73.68	101222
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>467219</u>	Invoice	02/20/2019	DEPARTMENT SUPPLIES - SEWER	0.00	67.87	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		67.87	
<u>467731</u>	Invoice	02/20/2019	DEPARTMENT SUPPLIES - STREETS	0.00	5.81	
	<u>100-3250-7070-0000</u>		SPECIAL DEPT SUPPLIES		5.81	
1139	BEAUMONT POLICE OFFICERS ASSOCIATION	02/20/2019	Regular	0.00	5,030.00	101223

Check Report

Date Range: 02/16/2019 - 02/20/2019

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>PD 2/1/19-2/15/</u>	Invoice	02/20/2019	POLICE DUES	0.00	5,030.00	
	<u>100-0000-2035-0000</u>	C.O.P.S. DUES	POLICE DUES		5,030.00	
1238	CDW GOVERNMENT, INC.	02/20/2019	Regular	0.00	9,538.01	101224
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>RBC8141</u>	Invoice	02/20/2019	COMPUTER SUPPLIES/MAINT	0.00	7,498.01	
	<u>100-1230-7072-6040</u>	COMPUTER SUPPLIES/MA	COMPUTER SUPPLIES/MAINT		7,498.01	
<u>RBG1235</u>	Invoice	02/20/2019	SOFTWARE	0.00	2,040.00	
	<u>100-1230-7071-0000</u>	SOFTWARE	SOFTWARE		2,040.00	
1264	CHRIS TAYLOR'S PLUMBING	02/20/2019	Regular	0.00	85.00	101225
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>13833</u>	Invoice	02/20/2019	BUILDING SUPPLIES/MAINT	0.00	85.00	
	<u>100-6000-7085-6055</u>	BLDG MAINT- FIRE STATIO	BUILDING SUPPLIES/MAINT		85.00	
1310	COLONIAL LIFE	02/20/2019	Regular	0.00	1,265.12	101226
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>PD 1/4/19-1/18/</u>	Invoice	02/20/2019	EMPLOYEE BENEFITS	0.00	1,265.12	
	<u>100-0000-2051-0000</u>	COLONIAL INS-WITHHOL	EMPLOYEE BENEFITS		1,265.12	
1353	CUSTOM TROPHIES	02/20/2019	Regular	0.00	210.11	101227
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>000004</u>	Invoice	02/20/2019	LOCAL MEETINGS	0.00	123.91	
	<u>100-2050-7035-0000</u>	LOCAL MEETINGS	LOCAL MEETINGS		123.91	
<u>017231</u>	Invoice	02/20/2019	OFFICE SUPPLIES	0.00	86.20	
	<u>100-1200-7025-0000</u>	OFFICE SUPPLIES	OFFICE SUPPLIES		86.20	
1363	DANGELO CO.	02/20/2019	Regular	0.00	2.63	101228
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>S1345846.001</u>	Invoice	02/20/2019	DEPARTMENT SUPPLIES - SEWER	0.00	2.63	
	<u>700-4050-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - SEWE		2.63	
1402	DEPARTMENT OF JUSTICE	02/20/2019	Regular	0.00	245.00	101229
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>357736</u>	Invoice	02/20/2019	Department of Justice - Blood Analysis	0.00	245.00	
	<u>100-2050-7068-0000</u>	CONTRACTUAL SERVICES	Department of Justice - Blood A		245.00	
3520	DIANE BALLARD	02/20/2019	Regular	0.00	25.00	101230
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>RCPT 887260</u>	Invoice	02/20/2019	REFUND FOR DOG LICENSE	0.00	25.00	
	<u>100-0000-4210-2000</u>	ANIMAL LICENSE - BEAU	REFUND FOR DOG LICENSE		25.00	
1477	ENGINEERING RESOURCES OF SOUTHERN CALII	02/20/2019	Regular	0.00	33,150.98	101231
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>51595</u>	Invoice	02/20/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,350.00	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK & O		1,350.00	
<u>51694</u>	Invoice	02/20/2019	INSPECTION SERVICES	0.00	110.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	ENGINEERING INSPECTION SER		110.00	
<u>51695</u>	Invoice	02/20/2019	INSPECTION SERVICES	0.00	165.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-3100-7067-0000</u>	INSPECTIONS	ENGINEERING INSPECTION SER		165.00	
<u>51696</u>	Invoice	02/20/2019	INSPECTION SERVICES	0.00	110.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	ENGINEERING INSPECTION SER		110.00	
<u>51697</u>	Invoice	02/20/2019	INSPECTION SERVICES	0.00	110.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	ENGINEERING INSPECTION SER		110.00	
<u>51698</u>	Invoice	02/20/2019	INSPECTION SERVICES	0.00	165.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	ENGINEERING INSPECTION SER		165.00	
<u>51699</u>	Invoice	02/20/2019	INSPECTION SERVICES	0.00	192.50	
	<u>100-3100-7067-0000</u>	INSPECTIONS	ENGINEERING INSPECTION SER		192.50	
<u>51700</u>	Invoice	02/20/2019	INSPECTION SERVICES	0.00	55.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	ENGINEERING INSPECTION SER		55.00	
<u>51701</u>	Invoice	02/20/2019	INSPECTION SERVICES	0.00	165.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	ENGINEERING INSPECTION SER		165.00	
<u>51702</u>	Invoice	02/20/2019	INSPECTION SERVICES	0.00	165.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	ENGINEERING INSPECTION SER		165.00	
<u>51703</u>	Invoice	02/20/2019	INSPECTION SERVICES	0.00	55.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	ENGINEERING INSPECTION SER		55.00	
<u>51704</u>	Invoice	02/20/2019	INSPECTION SERVICES	0.00	357.50	
	<u>100-3100-7067-0000</u>	INSPECTIONS	ENGINEERING INSPECTION SER		357.50	
<u>51705</u>	Invoice	02/20/2019	INSPECTION SERVICES	0.00	220.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	ENGINEERING INSPECTION SER		220.00	
<u>51706</u>	Invoice	02/20/2019	INSPECTION SERVICES	0.00	192.50	
	<u>100-3100-7067-0000</u>	INSPECTIONS	ENGINEERING INSPECTION SER		192.50	
<u>51707</u>	Invoice	02/20/2019	INSPECTION SERVICES	0.00	110.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	ENGINEERING INSPECTION SER		110.00	
<u>51708</u>	Invoice	02/20/2019	INSPECTION SERVICES	0.00	522.50	
	<u>100-3100-7067-0000</u>	INSPECTIONS	ENGINEERING INSPECTION SER		522.50	
<u>51709</u>	Invoice	02/20/2019	INSPECTION SERVICES	0.00	990.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	ENGINEERING INSPECTION SER		990.00	
<u>51710</u>	Invoice	02/20/2019	INSPECTION SERVICES	0.00	55.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	ENGINEERING INSPECTION SER		55.00	
<u>51711</u>	Invoice	02/20/2019	INSPECTION SERVICES	0.00	220.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	ENGINEERING INSPECTION SER		220.00	
<u>51712</u>	Invoice	02/20/2019	INSPECTION SERVICES	0.00	770.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	ENGINEERING INSPECTION SER		770.00	
<u>51713</u>	Invoice	02/20/2019	INSPECTION SERVICES	0.00	137.50	
	<u>100-3100-7067-0000</u>	INSPECTIONS	ENGINEERING INSPECTION SER		137.50	
<u>51714</u>	Invoice	02/20/2019	INSPECTION SERVICES	0.00	687.50	
	<u>100-3100-7067-0000</u>	INSPECTIONS	ENGINEERING INSPECTION SER		687.50	
<u>51715</u>	Invoice	02/20/2019	INSPECTION SERVICES	0.00	1,320.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	ENGINEERING INSPECTION SER		1,320.00	
<u>51716</u>	Invoice	02/20/2019	INSPECTION SERVICES	0.00	165.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	ENGINEERING INSPECTION SER		165.00	
<u>51717</u>	Invoice	02/20/2019	INSPECTION SERVICES	0.00	110.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	ENGINEERING INSPECTION SER		110.00	
<u>51718</u>	Invoice	02/20/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	158.00	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK & O		158.00	
<u>51719</u>	Invoice	02/20/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	951.08	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK & O		951.08	
<u>51720</u>	Invoice	02/19/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	751.14	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK & O		751.14	
<u>51721</u>	Invoice	02/20/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	547.44	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES ENGINEERING PLAN CHECK & O		547.44	
<u>51722</u>	Invoice	02/20/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	156.00	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES ENGINEERING PLAN CHECK & O		156.00	
<u>51723</u>	Invoice	02/20/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	156.00	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES ENGINEERING PLAN CHECK & O		156.00	
<u>51724</u>	Invoice	02/20/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	547.40	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES ENGINEERING PLAN CHECK & O		547.40	
<u>51725</u>	Invoice	02/20/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	948.75	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES ENGINEERING PLAN CHECK & O		948.75	
<u>51726</u>	Invoice	02/20/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,642.34	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES ENGINEERING PLAN CHECK & O		1,642.34	
<u>51727</u>	Invoice	02/20/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	2,157.97	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES ENGINEERING PLAN CHECK & O		2,157.97	
<u>51728</u>	Invoice	02/20/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	8,559.73	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES ENGINEERING PLAN CHECK & O		8,559.73	
<u>51729</u>	Invoice	02/20/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	2,157.97	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES ENGINEERING PLAN CHECK & O		2,157.97	
<u>51730</u>	Invoice	02/20/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	535.77	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES ENGINEERING PLAN CHECK & O		535.77	
<u>51731</u>	Invoice	02/20/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	951.08	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES ENGINEERING PLAN CHECK & O		951.08	
<u>51732</u>	Invoice	02/20/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,126.72	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES ENGINEERING PLAN CHECK & O		1,126.72	
<u>51733</u>	Invoice	02/20/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,642.34	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES ENGINEERING PLAN CHECK & O		1,642.34	
<u>51734</u>	Invoice	02/20/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	245.00	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES ENGINEERING PLAN CHECK & O		245.00	
<u>51735</u>	Invoice	02/20/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	245.00	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES ENGINEERING PLAN CHECK & O		245.00	
<u>51736</u>	Invoice	02/20/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	175.00	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES ENGINEERING PLAN CHECK & O		175.00	
<u>51737</u>	Invoice	02/20/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	140.00	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES ENGINEERING PLAN CHECK & O		140.00	
<u>51738</u>	Invoice	02/20/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	140.00	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES ENGINEERING PLAN CHECK & O		140.00	
<u>51739</u>	Invoice	02/20/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	315.00	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES ENGINEERING PLAN CHECK & O		315.00	
<u>51740</u>	Invoice	02/20/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	140.00	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES ENGINEERING PLAN CHECK & O		140.00	
<u>51741</u>	Invoice	02/20/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	261.25	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES ENGINEERING PLAN CHECK & O		261.25	
	Void	02/20/2019	Regular	0.00	0.00	101232
	Void	02/20/2019	Regular	0.00	0.00	101233
	Void	02/20/2019	Regular	0.00	0.00	101234
1501	FAIRVIEW FORD	02/20/2019	Regular	0.00	61.26	101235
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>C55871</u>	Invoice	02/20/2019	VEHICLE MAINTENANCE	0.00	61.26	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		61.26	
3054	FALCON ENGINEERING SERVICES, INC	02/20/2019	Regular	0.00	100,104.20	101236

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2017-16R</u>	Invoice	02/20/2019	CONSTRUCTION MANAGEMENT SERVICES	0.00	100,104.20	
	<u>500-0000-7068-0000</u>		CONTRACTUAL SERVICE		35,960.90	
	<u>500-0000-7068-0000</u>		CONTRACTUAL SERVICE		64,143.30	
1533	FRONTIER COMMUNICATIONS	02/20/2019	Regular	0.00	884.15	101237
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>213-180-1992-06</u>	Invoice	02/20/2019	PHONE UTILITY	0.00	173.98	
	<u>100-1230-7015-6045</u>		TELEPHONE (COMM CTR)		173.98	
<u>951-769-5188-04</u>	Invoice	02/20/2019	PHONE UTILITY	0.00	310.56	
	<u>100-1230-7015-6045</u>		TELEPHONE (COMM CTR)		310.56	
<u>951-769-8534-04</u>	Invoice	02/20/2019	PHONE UTILITY	0.00	327.21	
	<u>700-4050-7015-0000</u>		TELEPHONE		327.21	
<u>951-769-8537-03</u>	Invoice	02/20/2019	PHONE UTILITY	0.00	72.40	
	<u>100-1230-7015-6060</u>		TELEPHONE (4th ST YARD)		72.40	
1662	INFOSEND, INC	02/20/2019	Regular	0.00	8,540.77	101238
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>148224</u>	Invoice	02/20/2019	CONTRACTUAL SERVICES	0.00	8,540.77	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		8,540.77	
1705	JDL DESIGN	02/20/2019	Regular	0.00	2,280.00	101239
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>98-3218</u>	Invoice	02/20/2019	CONTRACTUAL SERVICES	0.00	2,280.00	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		2,280.00	
3162	JENNIFER USTATION	02/20/2019	Regular	0.00	43.81	101240
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2/12/19</u>	Invoice	02/20/2019	TRAVEL EDUCATION TRAINING	0.00	43.81	
	<u>100-1225-7066-0000</u>		TRAVEL, EDUCATION, TRA		43.81	
1777	KAREE KEYSER	02/20/2019	Regular	0.00	26.59	101241
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2/19/19</u>	Invoice	02/20/2019	REIMBURSEMENT FOR TRAVEL	0.00	26.59	
	<u>100-1225-7066-0000</u>		TRAVEL, EDUCATION, TRA		26.59	
3247	KOA CORPORATION	02/20/2019	Regular	0.00	1,706.50	101242
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>JB74058X6</u>	Invoice	02/20/2019	California Grade Sep Engineering Design S	0.00	1,706.50	
	<u>500-0000-7068-0000</u>		CONTRACTUAL SERVICE		1,706.50	
1805	KONICA MINOLTA BUSINESS SOLUTIONS	02/20/2019	Regular	0.00	1,109.57	101243
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>9005376763</u>	Invoice	02/20/2019	EQUIPMENT SUPPLIES/MAINT	0.00	67.63	
	<u>100-1230-7090-6026</u>		EQUIP SUPPLIES/MAINT (67.63	
<u>9005377136</u>	Invoice	02/20/2019	EQUIPMENT SUPPLIES/MAINT	0.00	1,041.94	
	<u>100-1230-7090-6025</u>		EQUIP SUPPLIES/MAINT (441.50	
	<u>100-1230-7090-6040</u>		EQUIP SUPPLIES/MAINT (278.71	
	<u>100-1230-7090-6045</u>		EQUIP SUPPLIES/MAINT (143.02	
	<u>750-7000-7090-0000</u>		EQUIPMENT SUPPLIES/M		178.71	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1806	KONICA MINOLTA PREMIER FINANCE	02/20/2019	Regular	0.00	1,256.04	101244
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>376856779</u>	Invoice	02/20/2019	EQUIPMENT RENTAL	0.00	1,256.04	
	<u>100-1230-7075-6026</u>		EQUIPMENT LEASING/RE		879.23	
	<u>700-4050-7075-0000</u>		EQUIPMENT LEASING/RE		376.81	
3379	LAW OFFICES BURKE, WILLIAMS & SORENSEN,	02/20/2019	Regular	0.00	3,473.16	101245
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>236994</u>	Invoice	02/20/2019	LEGAL SERVICES	0.00	3,473.16	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		3,473.16	
1895	M BREY ELECTRIC INC	02/20/2019	Regular	0.00	2,002.27	101246
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>4627</u>	Invoice	02/20/2019	EQUIPMENT SUPPLIES /MAINT	0.00	1,692.90	
	<u>700-4050-7090-002X</u>		EQUIPMENT SUPPLIES/M		1,692.90	
<u>4794</u>	Invoice	02/20/2019	CONTRACTUAL SERVICES	0.00	309.37	
	<u>100-3250-7068-0000</u>		CONTRACTUAL SERVICES		309.37	
3521	MORGAN RONALD	02/20/2019	Regular	0.00	138.85	101247
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>04-011421-02</u>	Invoice	02/20/2019	REIMBURSE LARGE CREDIT ON ACCOUNT	0.00	138.85	
	<u>100-0000-1400-0000</u>		A/R - UTILITIES		138.85	
3186	MWH CONSTRUCTORS INC	02/20/2019	Regular	0.00	325,421.15	101248
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>1854713</u>	Invoice	02/20/2019	BRINE LINE INSTALLATION CONSTRUCTIO	0.00	54,316.00	
	<u>710-0000-8030-0000</u>		CAPITAL IMPROVEMENT		54,316.00	
<u>1854714</u>	Invoice	02/20/2019	BRINE LINE INSTALLATION CONSTRUCTIO	0.00	37,596.00	
	<u>710-0000-8030-0000</u>		CAPITAL IMPROVEMENT		37,596.00	
<u>1854715</u>	Invoice	02/20/2019	CONSTRUCTION MANAGEMENT FOR WW	0.00	58,152.00	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE		58,152.00	
<u>1854716</u>	Invoice	02/20/2019	CONSTRUCTION MANAGEMENT FOR WW	0.00	60,544.00	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE		60,544.00	
<u>1854871</u>	Invoice	02/20/2019	CONSTRUCTION MANAGEMENT FOR WW	0.00	58,907.60	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE		58,907.60	
<u>1854872</u>	Invoice	02/20/2019	BRINE LINE INSTALLATION CONSTRUCTIO	0.00	55,905.55	
	<u>710-0000-8030-0000</u>		CAPITAL IMPROVEMENT		55,905.55	
3522	MYRNA VIDALES	02/20/2019	Regular	0.00	687.63	101249
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>07-073048-02</u>	Invoice	02/20/2019	REIMBURSE LARGE CREDIT ON ACCOUNT	0.00	687.63	
	<u>100-0000-1400-0000</u>		A/R - UTILITIES		687.63	
1984	NAPA AUTO PARTS	02/20/2019	Regular	0.00	476.52	101250
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>078471</u>	Invoice	02/20/2019	EQUIPMENT	0.00	100.19	
	<u>760-0000-8040-0000</u>		EQUIPMENT		100.19	
<u>078491</u>	Invoice	02/20/2019	EQUIPMENT	0.00	376.33	
	<u>760-0000-8040-0000</u>		EQUIPMENT		376.33	
2066	PITNEY BOWES-1183	02/20/2019	Regular	0.00	1,008.50	101251

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
800-9000-0779-1	Invoice	02/20/2019	OFFICE SUPPLIES	0.00	1,008.50	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		1,008.50	
2072	POLYDYNE, INC.	02/20/2019	Regular	0.00	5,745.57	101252
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1321370</u>	Invoice	02/20/2019	CHEMICALS & SUPPLIES	0.00	5,745.57	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		5,745.57	
2076	PRINTING & PROMOTION PLUS, INC.	02/20/2019	Regular	0.00	841.77	101253
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>71301</u>	Invoice	02/20/2019	OFFICE SUPPLIES	0.00	841.77	
	<u>100-1225-7025-0000</u>		OFFICE SUPPLIES		841.77	
2098	QUILL CORPORATON	02/20/2019	Regular	0.00	64.63	101254
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>4900491</u>	Invoice	02/20/2019	OFFICE SUPPLIES	0.00	64.63	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		64.63	
3421	REDLANDS-YUCAIPA RENTALS, INC.	02/20/2019	Regular	0.00	96.80	101255
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>338168</u>	Invoice	02/20/2019	EQUIPMENT RENTAL	0.00	96.80	
	<u>100-6050-7075-003X</u>		EQUIPMENT LEASING/RE		96.80	
2227	SAFELITE FULFILLMENT INC.	02/20/2019	Regular	0.00	75.37	101256
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>05076195248</u>	Invoice	02/20/2019	VEHICLE MAINTENANCE	0.00	75.37	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		75.37	
2311	SOUTHERN CALIFORNIA EDISON	02/20/2019	Regular	0.00	83,718.62	101257

Check Report

Date Range: 02/16/2019 - 02/20/2019

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>2/20/19</u>	Invoice	02/20/2019	ELECTRIC UTILITY	0.00	83,718.62	
	<u>100-3250-7010-0000</u>	UTILITIES	ELECTRIC UTILITY		10,704.91	
	<u>100-3250-7010-003X</u>	UTILITIES (IA 3)	ELECTRIC UTILITY		2,439.64	
	<u>100-3250-7010-004X</u>	UTILITIES (IA 4)	ELECTRIC UTILITY		181.58	
	<u>100-3250-7010-006B</u>	UTILITIES (IA 6B)	ELECTRIC UTILITY		1,584.90	
	<u>100-3250-7010-007A</u>	UTILITIES (IA 7A)	ELECTRIC UTILITY		25.74	
	<u>100-3250-7010-007B</u>	UTILITIES (IA 7B)	ELECTRIC UTILITY		70.15	
	<u>100-3250-7010-008A</u>	UTILITIES (IA 8A)	ELECTRIC UTILITY		680.97	
	<u>100-3250-7010-008C</u>	UTILITIES (IA 8C)	ELECTRIC UTILITY		453.09	
	<u>100-3250-7010-011A</u>	UTILITIES (IA 11A)	ELECTRIC UTILITY		186.57	
	<u>100-3250-7010-014B</u>	UTILITIES (IA 14B)	ELECTRIC UTILITY		77.90	
	<u>100-3250-7010-014X</u>	UTILITIES (IA 14)	ELECTRIC UTILITY		1,349.91	
	<u>100-3250-7010-018X</u>	UTILITIES (IA 18)	ELECTRIC UTILITY		233.95	
	<u>100-3250-7010-019C</u>	UTILITIES (IA 19C)	ELECTRIC UTILITY		2,457.33	
	<u>100-3250-7010-06A1</u>	UTILITIES (IA 6A1)	ELECTRIC UTILITY		857.75	
	<u>100-6000-7010-6025</u>	UTILITIES - CITY HALL	ELECTRIC UTILITY		1,507.92	
	<u>100-6000-7010-6031</u>	UTILITIES - CITY HALL BLD	ELECTRIC UTILITY		866.57	
	<u>100-6000-7010-6032</u>	UTILITIES - CITY HALL BLD	ELECTRIC UTILITY		866.57	
	<u>100-6000-7010-6040</u>	UTILITIES - POLICE DEPT	ELECTRIC UTILITY		1,978.27	
	<u>100-6000-7010-6045</u>	UTILITIES - COMMUNITY	ELECTRIC UTILITY		2,179.15	
	<u>100-6000-7010-6055</u>	UTILITIES - FIRE STATION	ELECTRIC UTILITY		317.57	
	<u>100-6050-7010-0000</u>	UTILITIES	ELECTRIC UTILITY		1,719.85	
	<u>100-6050-7010-008C</u>	UTILITIES IA 8C	ELECTRIC UTILITY		27.06	
	<u>100-6050-7010-014X</u>	UTILITIES IA 14	ELECTRIC UTILITY		25.76	
	<u>100-6050-7010-020X</u>	UTILITIES IA 20	ELECTRIC UTILITY		26.56	
	<u>100-6050-7010-06A1</u>	UTILITIES IA 6A1	ELECTRIC UTILITY		103.45	
	<u>700-4050-7010-0000</u>	UTILITIES	ELECTRIC UTILITY		52,453.21	
	<u>750-7300-7010-0000</u>	UTILITIES	ELECTRIC UTILITY		342.29	
2331	STAGECOACH TOWING	02/20/2019	Regular	0.00	537.00	101258 ✓
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>76532</u>	Invoice	02/20/2019	VEHICLE MAINTENANCE	0.00	206.00	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		206.00	
<u>76944</u>	Invoice	02/20/2019	VEHICLE MAINTENANCE	0.00	206.00	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		206.00	
<u>76947</u>	Invoice	02/20/2019	VEHICLE MAINTENANCE	0.00	125.00	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		125.00	
2395	TERMINIX COMMERCIAL	02/20/2019	Regular	0.00	45.00	101259 ✓
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>382828707</u>	Invoice	02/20/2019	BUILDING SUPPLIES/MAINT	0.00	45.00	
	<u>750-7300-7085-0000</u>	BUILDING SUPPLIES/MAI	BUILDING SUPPLIES/MAINT		45.00	
2407	THE GAS COMPANY	02/20/2019	Regular	0.00	2,158.71	101260 ✓
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>09712228007 03/</u>	Invoice	02/20/2019	GAS UTILITY	0.00	1,305.74	
	<u>100-6000-7010-6025</u>	UTILITIES - CITY HALL	GAS UTILITY		1,305.74	
<u>10552227000 3/4</u>	Invoice	02/20/2019	GAS UTILITY	0.00	116.11	
	<u>100-6000-7010-6040</u>	UTILITIES - POLICE DEPT	GAS UTILITY		116.11	
<u>13912227587 3/4</u>	Invoice	02/20/2019	GAS UTILITY	0.00	180.69	
	<u>750-7000-7010-0000</u>	UTILITIES	GAS UTILITY		180.69	
<u>15382227021 3/4</u>	Invoice	02/20/2019	GAS UTILITY	0.00	355.78	
	<u>750-7000-7010-0000</u>	UTILITIES	GAS UTILITY		355.78	
<u>19782338008 3/4</u>	Invoice	02/20/2019	GAS UTILITY	0.00	200.39	

Check Report

Date Range: 02/16/2019 - 02/20/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-6000-7010-6055</u>	UTILITIES - FIRE STATION	GAS UTILITY		200.39	
2430	TIME WARNER CABLE	02/20/2019	Regular	0.00	102.86	101261
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>0013594021019</u>	Invoice	02/20/2019	BUILDING UTILITY	0.00	102.86	
	<u>100-1230-7015-6040</u>		TELEPHONE (POLICE DPT)		102.86	
2442	TOP-LINE INDUSTRIAL SUPPLY	02/20/2019	Regular	0.00	9.40	101262
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>409048</u>	Invoice	02/20/2019	VEHICLE MAINTENANCE	0.00	9.40	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		9.40	
2474	UTILITY PARTNERS	02/20/2019	Regular	0.00	1,070.00	101263
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>2/20/19</u>	Invoice	02/20/2019	EQUIPMENT	0.00	1,000.00	
	<u>700-4050-7090-0000</u>		EQUIPMENT SUPPLIES/M		1,000.00	
<u>47718-0119</u>	Invoice	02/20/2019	TRAVEL EDUCATION TRAINING	0.00	70.00	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		70.00	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	116	42	0.00	594,500.32
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	2	2	0.00	2,787.60
	118	47	0.00	597,287.92

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	116	42	0.00	594,500.32
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	2	2	0.00	2,787.60
	118	47	0.00	597,287.92

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	2/2019	597,287.92
			597,287.92



City of Beaumont, CA

Payment Reversal Register

APPKT00887 - 20190220 JM VOID CHECK 100575

Canceled Payables

Vendor Set: 01 - Vendor Set 01

Bank: APBNK - AP Bank

Vendor Number	Vendor Name				Total Vendor Amount
<u>1100</u>	AUTOZONE				-7.53
Payment Type	Payment Number	Original Payment Date	Reversal Date	Cancel Date	Payment Amount
Check	<u>100575</u>	12/20/2018	12/20/2018	12/19/2018	-7.53
Payable Number:	Description	Payable Date	Due Date	Payable Amount	
<u>2882738840</u>	VEHICLE MAINTENANCE	12/11/2018	12/19/2018	7.53	

Bank Code Summary

Bank Code	Canceled Payables	Payables Left To Pay Again	Total
APBNK	-7.53	0.00	-7.53
Report Total:	-7.53	0.00	-7.53



MINUTES
City Council Meeting
Tuesday, February 19, 2019
Council Chambers
550 E 6th St. Beaumont, Ca
Closed Session: 4:30 PM
Regular Session: 6:00 PM

CLOSED SESSION

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

CALL TO ORDER at 4:30

Present: Mayor Martinez, Council Member Carroll, Council Member Lara, and Council Member White

Absent: Mayor Pro Tem Santos

1. Public Comments Regarding Closed Session
None.
2. Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2) & (e)(1)
Special Legal Counsel: Eric S. Vail; Burke, Williams & Sorensen, LLP - One (1) Item
City Attorney John Pinkney recused himself for this item.
No reportable action.
3. Conference with Real property Negotiator Pursuant to Government Code Section 54956.8 for property known as Vacant Land APN 417-110-018. Agency Negotiator: City Manager Todd Parton or his designee. Negotiating Parties: City of Beaumont and V4B LLC. Under Negotiation: Price and Terms.
Motion by Council Member Lara
Second by Mayor Martinez
✓ Council Member White
✓ Council Member Lara
✓ Council Member Carroll
absent Mayor Pro Tem Santos
✓ Mayor Martinez

To enter into a purchase agreement to acquire parcel 417-110-018 of 6.15 acres for \$2,980,000.00 with a 45 day escrow contingent upon appraisal report or any other findings.

Adjourn to Closed Session

REGULAR SESSION

CALL TO ORDER at 6:12 p.m.

Present: Mayor Martinez, Council Member Carroll, Council Member Lara, and Council Member White

Absent: Mayor Pro Tem Santos

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

Action on any Closed Session items:

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

Pledge of Allegiance

Approval/Adjustments to Agenda: **None**

Conflict of Interest Disclosure: **None**

ANNOUNCEMENTS/RECOGNITIONS/PROCLAMATIONS/CORRESPONDENCE

1. New Transit Bus Presentation
2. Four Seasons - K9 Fundraiser Presentation

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 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 Council from discussing or taking actions brought up by your comments.

Public comment period opened at 6:24 p.m.

Anita Worthen – *Thanked the City for the support of the Vet Expo and announced an upcoming job fair.*

L. Uremovic – *Spoke regarding bonds and accused staff of various accusations.*

Public comment period closed

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.

3. Ratification of Warrants dated January 31, 2019
4. Ratification of Warrants dated February 7, 2019

5. Approval of Minutes dated February 2, 2019
6. Approval of Minutes dated February 5, 2019
7. November and December 2018 Financial Reports
8. Tentative Tract Map 33079 (East of Orchard Heights Avenue, South of Norman Road) One Year Time Extension
9. Memorandum of Understanding with the City of Banning for the Free Fare Promotion
10. Improvement Bond Acceptance for Pardee Homes, CJ Foods, and McDonald Property Group

Items pulled for discussion: Item 9

Motion by Council Member White

Second by Council Member Lara

Council Member White

Council Member Lara

Council Member Carroll

Mayor Pro Tem Santos

Mayor Martinez

To approve the remainder of the consent calendar.

Approved by a 4-0 vote.

9. Memorandum of Understanding with the City of Banning for the Free Fare Promotion

Motion by Council Member Lara

Second by Council Member Carroll

Council Member White

Council Member Lara

Council Member Carroll

Mayor Pro Tem Santos

Mayor Martinez

To approve item 9.

Approved by a 4-0 vote.

PUBLIC HEARINGS

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

11. Formation of CFD No. 2019-1

Public Hearing opened at 6:32 p.m.

Motion by Council Member White

Second by Council Member Lara

Council Member White

Council Member Lara

Council Member Carroll

absent Mayor Pro Tem Santos
_ Mayor Martinez
To continue this item to the next meeting (March 5, 2019).
Approved by a 4-0 vote.

ACTION ITEMS

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

12. Approval of Resolution Adopting on Behalf of the City, the Beaumont Financing Authority and City of Beaumont Community Facilities District No. 93-1, City of Beaumont Community Facilities District No. 2016-1, City of Beaumont Community Facilities District No. 2016-2, City of Beaumont Community Facilities District No. 2016-3, City of Beaumont Community Facilities District No. 2016-4 and City of Beaumont Community Facilities District No. 2019-1, the Second Amended and Restated Disclosure Procedures

Motion by Council Member White

Second by Council Member Lara

_ Council Member White
_ Council Member Lara
_ Council Member Carroll
recused Mayor Pro Tem Santos
_ Mayor Martinez

To waive the full reading and approve by title only "A Resolution of the City Council Approving Second Amended and Restated Disclosure Procedures"; and

Authorize the officers of the City and the Authority to take all actions necessary to implement the Second Amended and Restated Policies.

Approved by a 4-0 vote

13. Approval of Resolution Authorizing Execution and Delivery of Acquisition Agreement in Connection with Community Facilities District No. 2016-1 (the "District")

Motion by Council Member White

Second by Council Member Carroll

_ Council Member White
_ Council Member Lara
_ Council Member Carroll
absent Mayor Pro Tem Santos
_ Mayor Martinez

To waive the full reading and approve by title only, "A Resolution of the City Council of the City of Beaumont Authorizing the Execution and Delivery of an Acquisition Agreement Relating to the City of Beaumont Community Facilities District No. 2016-1 (Fairway Canyon) and Approving Certain Documents and Taking Certain Other Actions in Connection Therewith."

Approved by a 4-0 vote.

14. Authorizing the issuance of Community Facilities District No. 2016-1 (Fairway Canyon) 2019 Special Tax Bonds

Public Comment opened at 7:01 p.m.

R. Roy – Asked for a spreadsheet to show savings with the 2% escalator and various other requests.

L. Uremovic – Questioned the hiring process.

Public Comment closed at 7:06

Motion by Council Member White

Second by Council Member Lara

Council Member White

Council Member Lara

Council Member Carroll

absent_ Mayor Pro Tem Santos

Mayor Martinez

To waive the full reading and adopt by title only "A Resolution of the City Council of the City of Beaumont, Acting as the Legislative body of the City of Beaumont Community Facilities No. 2016-1 (Fairway Canyon), Authorizing the Issuance of Its 2019 Special Tax Bonds in an Aggregate Principal Amount Not to Exceed \$10,000,000 and Approving Certain Documents and Taking Certain Other Actions in Connection Therewith."

Approved by a 4-0 vote.

15. Authorize Employment Contract with Community Development Director

Motion by Council Member Lara

Second by Council Member White

Council Member White

Council Member Lara

Council Member Carroll

absent_ Mayor Pro Tem Santos

Mayor Martinez

To approve the employment agreement with Christina Taylor and authorize the Mayor to sign the agreement.

Approved by a 4-0 vote.

16. Authorize Employment Contract with City Engineer/Public Works Director

Public Comment opened at 7:36 p.m.

L. Uremovic – Questioned the hiring process

Public Comment closed.

Motion by Council Member Carroll

Second by Council Member Lara

Council Member White

Council Member Lara
 Council Member Carroll
 absent_ Mayor Pro Tem Santos
 Mayor Martinez

To approve employment contract with Jeffrey Hart and authorize the Mayor to sign the agreement.

Approved by a 4-0 vote.

17. Amendment to the Conditions of Approval for General Plan Amendment GPA 11-GPA-02, Specific Plan Amendment 11-SP-01, Parcel Map 36426 (11-PM-03) Plot Plan PP2018-0134 and EIR Addendum (Hidden Canyon)

Public Comment opened at 7:43 p.m.

R. Roy – Requested that the land be used for open space and a park fee schedule.

Public Comment closed

Motion by Council Member Lara

Second by Council Member White

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

To amend Conditions of Approval 4.8 and 4.11 as stated in the staff report and as shown in the attached conditions of approval.

Approved by a 4-0 vote.

18. Approve the Third Amendment to the Professional Services Agreement with Mark Thomas and Company, Inc., for the Potrero Boulevard at State Route 60 Interchange Project Phase 1 Extending the Term of the Contract

Public Comment opened at 7:49 p.m.

L. Uremovic – Questioned the continuation of the contract.

Motion by Council Member White

Second by Council Member Carroll

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

To approve the Third Amendment to the Professional Services Agreement with Mark Thomas and Company, Inc.; and

Authorize the Mayor to execute the Third Amendment on behalf of the City.

Approved by a 4-0 vote.

19. Approve Amendment No. 2 to the Professional Services Agreement with Utility Partners, LLC., for Wastewater Treatment Plant Operation and Maintenance Services for Three (3) Months in the Amount Not-to-Exceed \$23,040 and Continue Biosolids Hauling for Two (2) Months as a Rate of \$17.60/Ton and \$852.50/Load
- Public Comment opened at 7:53 p.m.**
L. Uremovic – Made accusations regarding the vendor and staff and council.
Public Comment period closed at 7:54 p.m.
Motion by Council Member Carroll
Second by Council Member White
 Council Member White
 Council Member Lara
 Council Member Carroll
 absent_ Mayor Pro Tem Santos
 Mayor Martinez
To approve Amendment No. 2 to the Professional Services Agreement with Utility Partners, LLC., for wastewater plant operation and maintenance services for three (3) months in the amount not-to-exceed \$23,040; and
Continue biosolids hauling for two (2) months at a rate of \$17.60/ton and \$852.50/load.
Approved by a 4-0 vote.
20. City Council Approval of the Assignment Agreement for the Brine Line Capacity and Approval of the Agreement and Consent Regarding Assignment and Assumption of the Inland Empire Brine Line Discharge Capacity Right in an Amount Not-to-Exceed \$6,600,000 for the Discharge Right and \$124,236 Annually for Charges Associated with the Inland Empire Line
- Motion by Council Member Lara**
Second by Council Member White
 Council Member White
 Council Member Lara
 Council Member Carroll
 absent_ Mayor Pro Tem Santos
 Mayor Martinez
To approval of the Assignment Agreement for the Brine Line Capacity and approval of the Agreement and Consent regarding Assignment and Assumption of the Inland empire Brine Line Discharge Capacity Right in an amount not-to-exceed \$6,600,000 for the discharge right and \$124,236 annually for changes associated with the Inland Empire Line.
Approved by a 4-0 vote.
21. Approve Purchase Order to Valew Quality Truck Bodies for the Purchase of a 2019 Freightliner M2 Dump Truck in the Not-to-Exceed Amount of \$87,556.75
- Motion by Council Member White**

Second by Council Member Carroll

- Council Member White
- Council Member Lara
- Council Member Carroll
- absent_ Mayor Pro Tem Santos
- Mayor Martinez

To approve purchase order to Valew Quality Truck Bodies for the purchase of a 2019 Freighliner M2 Dump Truck in the not-to-exceed amount of \$87,556.75.

Approved by a 4-0 vote.

22. **Approve Purchase Order to Quinn CAT for the Purchase of a Caterpillar 272D Skid Steer Loader in the Not-to-Exceed Amount of \$100,662.92**

Motion by Mayor Martinez

Second by Council Member Lara

- Council Member White
- Council Member Lara
- Council Member Carroll
- absent_ Mayor Pro Tem Santos
- Mayor Martinez

To approve purchase order to Quinn CAT for the purchase of a Caterpillar 272D Skid Steer loader in the not-to-exceed amount of \$100,662.92.

Approved by a 4-0 vote.

23. **Auction and Purchase of Police Vehicles**

Motion by Council Member White

Second by Mayor Martinez

- Council Member White
- Council Member Lara
- Council Member Carroll
- absent_ Mayor Pro Tem Santos
- Mayor Martinez

To authorize staff to remove the emergency equipment outfit, retire and auction the listed 2008 vehicle from the Police Department fleet; and

Authorize staff to purchase three new Chevrolet Tahoe police vehicles in the amount of \$132,708.53 from National Auto Fleet Group; and

Authorize staff to purchase emergency equipment and installation in the amount of \$36,812.06 from West Coast Lights and Siren.

Approved by a 4-0 vote.

24. City Council Approval of Change Order No. 4 for the Wastewater Treatment Plant Upgrade/Expansion Project for Structural and Mechanical Modifications due to Pre-Selected Submittals in the Amount of \$57,450.64

Motion by Council Member Lara

Second by Mayor Martinez

Council Member White

Council Member Lara

Council Member Carroll

absent_ Mayor Pro Tem Santos

Mayor Martinez

To approval of Change Order No. 4 for the Wastewater Treatment Plant Upgrade/Expansion Project for structural and mechanical modifications due to pre-selected submittals in the amount of \$57,450.64.

Approved by a 4-0 vote.

25. City Council Approval of Change Order No. 5 with WEKA, Inc., for Potrero Bridge/Caltrans Future Right-of-Way Due to Brine Line Installation Requirements in an Amount Not-to-Exceed \$90,000

Motion by Council Member White

Second by Council Member Lara

Council Member White

Council Member Lara

Council Member Carroll

absent_ Mayor Pro Tem Santos

Mayor Martinez

To approval of Change Order No. 5 with WEKA, Inc. for Potrero Bridge/Caltrans right-of-way due to brine line installation requirements in an amount not to exceed \$90,000.

Approved by a 4-0 vote.

26. Approval of City Attorney Invoices for the Month of January 2019

City Attorney John Pinkney recused himself.

Motion by Council Member Lara

Second by Mayor Martinez

Council Member White

Council Member Lara

Council Member Carroll

absent_ Mayor Pro Tem Santos

Mayor Martinez

To approve invoices in the amount of \$82,461.61.

Approved by a 4-0 vote.

27. Legislative Updates and Discussion
Economic Development Manager, Kyle Warsinski gave a summary of the State of the State.

COUNCIL REPORTS

- **Carroll** – *Thanked staff for all their work in keeping the City safe during the recent storm. Announced an upcoming Edward Dean Museum.*
- **Lara** – *Thanked staff for their efforts during the storm. Attended an Edward Dean Museum event.*
- **Martinez** – *Attended the Mayor and City Manager Breakfast. Career Day at Three Rings Elementary. Met with CJ Foods and attended the Police Volunteer Appreciation Dinner.*
- **Santos** – Absent.
- **White** – *Thanked staff for all of their work during the storm. Announced an upcoming LEAC comedy event.*

ECONOMIC DEVELOPMENT UPDATE

Economic Development Committee Report Out and City Council Direction

CITY TREASURER REPORT

Report out of Finance and Audit Committee attendance.

CITY CLERK REPORT

No report

CITY ATTORNEY REPORT

No report

CITY MANAGER REPORT

Welcomed all new staff and promotions of staff.

Thanked staff for all of the efforts during the recent storm.

FUTURE AGENDA ITEMS

ADJOURNMENT

Adjournment of the City Council of the February 19, 2019 Meeting at 8:52 p.m.

The next regular meeting of the Beaumont City Council, Beaumont Financing Authority, the Beaumont Successor Agency (formerly RDA), the Beaumont Utility Authority, the Beaumont Parking Authority and the Beaumont Public Improvement Agency is scheduled for Tuesday, March 5, 2019, at 5:00 p.m. or thereafter as noted on the posted Agenda for Closed Session items in the City Council

Board Room No. 5, followed by the regular meeting at 6:00 p.m. or thereafter as noted on the posted Agenda at City Hall.

Beaumont City Hall – Online www.BeaumontCa.gov

Staff Report

TO: Mayor and Council Members

FROM: Kevin Norville, Public Works Manager

DATE: March 5, 2019

SUBJECT: Execute Joint Use Agreement (JUA) with Southern California Edison (Edison) for the Potrero Interchange Phase 1 Project

Background and Analysis:

The City entered into a utility relocation agreement on June 20, 2017, with Southern California Edison (Edison) for relocating conflicting utilities within the project limits of the Potrero Interchange Project.

As part of constructing the right-of-way requirements map for the Potrero Interchange Project, Edison pole relocation areas were identified on the map. The City has acquired right-of-way land specifically for Edison to relocate facilities for Phase I and Phase II. Edison's easement contained specific easement rights in which Edison would like to retain during the relocation of utilities within the City's acquired right-of-way. By executing a Joint Use Agreement (JUA), Edison will be able to retain its easement rights. The right-of-way for Edison's utilities will not conflict with the on and off ramps, or the realignment of Western Knolls Avenue which will be constructed in Phase II of the Potrero Interchange Project.

Edison has already relocated fourteen (14) conflicting poles to accommodate the construction of Potrero Interchange Phase I. Attachment B shows the utility relocation plans prepared by Edison.

Staff recommends City Council execute the JUA agreement with Edison. Staff has reviewed the utility relocation plans and verified the relocation of the poles to be consistent with the plans. The execution of the agreement will allow Edison to retain its easement rights within the City right-of-way and the City will be able to access the right-of-way if needed.

Fiscal impact:

Executing the JUA agreement does not financially impact the City.

Finance Director Review: _____



Recommendation:

1. Execute Joint Use Agreement (JUA) with Southern California Edison (Edison) for the Potrero Interchange Phase 1 Project.

City Manager Review: _____



Attachments:

- A. Utility Relocation Agreement with Edison on June 20, 2017
- B. Right-of-Way Requirements Map Prepared for the Potrero Interchange Project
- C. Utility Relocation Plans Prepared by Edison
- D. Joint Use Agreement (JUA)

Attachment A

Utility Relocation Agreement with Edison on June 20, 2017

City of Beaumont

UTILITY AGREEMENT

County	Route	P.M.	Project EA #
Riverside	SR - 60	28.7 / 30.2	341411
Fed. Aid. No. 08 00000 612			
Owner's File			
FEDERAL PARTICIPATION: On the Project:			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
On the Utilities:			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

UTILITY AGREEMENT NO. 2017-01

The City of Beaumont hereinafter called "LOCAL AGENCY" proposes to construct a new interchange connection (Br No. 56-0849) to State Route 60 (SR-60) at Potrero Boulevard between Interstate 10 (I-10) and Jack Rabbit Trail in the City of Beaumont, Riverside County, California.

AND: SOTHERN CALIFORNIA EDISON

Hereinafter referred to as "OWNER", owns and maintains Electrical facilities, within the limits of the LOCAL AGENCY Project that requires relocation of said facilities to accommodate LOCAL AGENCY's project.

It is hereby mutually agreed that:

I. WORK TO BE PERFORMED

In accordance with Notice to Owner No. dated May 11, 2017, OWNER shall relocate nine distribution poles to accommodate the new interchange project. All work shall be performed substantially in accordance with OWNER's Plan No. 925531_0.01 dated __, consisting of 1 sheet, a copy of which is on file in the Office of the LOCAL AGENCY at 550 E. 6th Street, Beaumont, CA 92223.

Deviations from the OWNER's plan described above initiated by either the LOCAL AGENCY or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the LOCAL AGENCY and acknowledged by the OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to receipt by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

II. LIABILITY FOR WORK

Existing facilities are located in their present position pursuant to rights superior to those of the LOCAL AGENCY and will be relocated at LOCAL AGENCY's expense.

LOCAL AGENCY Liability, \$400,000.00 (Four Hundred thousand dollars) (100%)

III. PERFORMANCE OF WORK

OWNER agrees to perform the herein-described work with its own forces or to cause the herein described work to be performed by the OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools, and equipment required therefore; and to prosecute said work diligently to completion.

IV. PAYMENT FOR WORK

The LOCAL AGENCY shall pay its share of the actual cost of the herein described work within 90 days after receipt of OWNER's itemized bill in quintuplicate, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission (PUC) or Federal Communications Commission (FCC), whichever is applicable.

It is understood and agreed that the LOCAL AGENCY will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to the LOCAL AGENCY for all accrued depreciation on the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by LOCAL AGENCY of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to the LOCAL AGENCY within 360 days after the completion of the work described in Section I above. If the LOCAL AGENCY has not received a final bill within 180 days after notification of completion of OWNER's work described in Section I of this Agreement, and LOCAL AGENCY has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities; LOCAL AGENCY will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law that all remaining costs will be deemed to have been abandoned.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the LOCAL AGENCY shall not pay final bills, which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER. If the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by LOCAL AGENCY's Council.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNERS final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of LOCAL AGENCY.

Detailed records from which the billing is compiled shall be retained by Owner for a period of three years from the date of the final payment and [will] be available for audit by State and/or Federal auditors. In performing work under this Agreement, Owner agrees to comply with the Uniform System of Accounts for Public Utilities found at 18 CFR Part 101, 201, et al, and, to the extent they are applicable to Owner doing work on the project that is the subject of this Agreement, the Contract Cost Principles and Procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq.; 23 CFR, Chapter 1, Part 645, and 2 CFR Part 200 et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse AGENCY upon receipt of AGENCY billing. If Owner is subject to repayment due to failure by STATE/LPA to comply with applicable laws, regulations and ordinances then STATE/LPA will ensure that Owner is compensated for actual cost in performing work under this agreement.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of LOCAL AGENCY's request of 5-11-2017 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If LOCAL AGENCY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, LOCAL AGENCY will notify OWNER in writing, and LOCAL AGENCY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

OWNER shall submit a Notice of Completion to the LOCAL AGENCY within 30 days of the completion of the work described herein.

UTILITY AGREEMENT NO. 2017-01

LOCAL AGENCY will acquire new rights of way in the name of either the LOCAL AGENCY or OWNER through negotiation or condemnation and when acquired in LOCAL AGENCY's name, shall convey same to OWNER by Easement Deed. LOCAL AGENCY's liability for such rights of way will be at the proration shown for relocation work involved under this Agreement.

It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement.

OWNER understands and acknowledges that this project is subject to the requirements of the Buy America law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance, and will demonstrate Buy America compliance by collecting written certification(s) from the vendor(s) or by collecting written certification(s) from the manufacturer(s) mill test report (MTR).

All documents obtained to demonstrate Buy America compliance will be held by the OWNER for a period of three (3) years from the date of final payment to the OWNER and will be made available to STATE or FHWA upon request.

One set of copies of all documents obtained to demonstrate Buy America compliance will be attached to, and submitted with, the final invoice.

This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded material cited in the Department's guidelines for the implementation of Buy America requirements for utility relocations issued on December 3, 2013.

If, in connection with OWNER's performance of the Work hereunder, AGENCY provides to OWNER any materials that are subject to the Buy America Rule, AGENCY acknowledges and agrees that AGENCY shall be solely responsible for satisfying any and all requirements relative to the Buy America Rule concerning the materials thus provided (including, but not limited to, ensuring and certifying that said materials comply with the requirements of the Buy America Rule).

AGENCY further acknowledges that OWNER, in complying with the Buy America Rule, is expressly relying upon the instructions and guidance (collectively, "Guidance") issued by Caltrans and its representatives concerning the Buy America Rule requirements for utility relocations within the State of California. Notwithstanding any provision herein to the contrary, OWNER shall not be deemed in breach of this Agreement for any violations of the Buy America Rule if OWNER's actions are in compliance with the Guidance.

THE ESTIMATED COSTS TO LOCAL AGENCY FOR ITS SHARE OF THE ABOVE DESCRIBED WORK IS \$400,000.00

Signatures on Following Page

UTILITY AGREEMENT NO. 2017-01

SIGNATURE PAGE
TO
UTILITY AGREEMENT NO. 2017-01

IN WITNESS WHEREOF, the above parties have executed this Agreement on the dates below.

Local Agency:
CITY OF BEAUMONT

Owner:
SOUTHERN CALIFORNIA EDISON

APPROVED

APPROVED

By: _____

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____

By: _____

Date: _____

Date: _____

ATTEST:

By: _____

Marlen Casas
Project Manager
Transmission Project Delivery

May 31, 2017

Mr. Aftab Hussain
Public Works and Utility Manager
City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

Subject: Relocation Liability and Cost Estimate
SR-60 & Potrero Bridge New Interchange Project
I-10 and Jack Rabbit Trail, Beaumont
Caltrans E.A. No: 341411
SCE Project ID #: 1463

Dear Aftab,

The following is the breakdown of the estimated relocation costs for distribution facilities that are in conflict with the City of Beaumont proposed new interchange connection (BR No. 56-0849) project to State Route 60 (SR-60) at Potrero Boulevard between I-10 and Jack Rabbit Trail in the City of Beaumont. The rights of the subject SCE poles have been verified by SCE and indicate City of Beaumont expense is 100% where SCE holds an Easement / Prescription right.

The scope of work, per relocation plan sheet number 925531_0.01, sheet 1 of 1 is as follows:

- o Remove nine (9) SCE facilities and install fourteen (14) SCE facilities to accommodate the City of Beaumont new interchange connection project along SR-60 and Potrero Bridge.

The table below lists SCE's liability claim for those facilities affected by City of Beaumont request to relocate/ remove.

Distribution					
Ref.	Facility	Install Date	Pole Count	Land Rt.	Claim
1	782664E	07/23/1949	1	Easement	100%
2	782663E	07/23/1949	1	Easement	100%
3	4545646E	03/22/2004	1	Easement	100%

300 N. Pepper Ave.
Rialto, CA 92376
909-820-5633
marlen.casas@sce.com

Marlen Casas
Project Manager
Transmission Project Delivery

4	4771931E	05/19/2008	1	Easement	100%
5	782660E	07/23/1949	1	Easement	100%
6	782659E	07/23/1949	1	Easement	100%
7	1214923E	05/14/1958	1	Prescription	100%
8	4771932E	05/19/2008	1	Prescription	100%
9	4771933E	05/19/2008	1	Prescription	100%
					100% State

A breakdown of costs is listed below for the following Edison Facilities.

Distribution WO Number: TD1268296

Labor:	\$335,500.00
Materials:	\$ 65,800.00
Contract:	\$ 0.00
Salvage:	\$ (650.00)
Depreciation:	\$ (650.00)

Total: \$400,000.00

City of Beaumont Total Liability (100%):	\$400,000.00
SCE's Total Liability (0%):	\$ 0.00

This estimate is valid for 120 Days from the date of this letter. After this period, SCE will need to update its cost estimate.

Replacement rights will be required for all existing poles currently in an Easement position.

If the State is in agreement with the above claim, please prepare a Utility agreement and Notice to Owner for the amount of \$400,000.00 and forward it to my attention.

Please contact me with any questions at (909)820-5633.

300 N. Pepper Ave.
Rialto, CA 92376
909-820-5633
marlen.casas@sce.com



SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

Marlen Casas
Project Manager
Transmission Project Delivery

Sincerely,

Senior Project Manager signing on behalf of

Marlen Casas
Project Manager

cc: Robert Castillo
Carolyn Hensley

Monica Contreras
Jeremy Edwards

Ryan Jasso
Project File

300 N. Pepper Ave.
Rialto, CA 92376
909-820-5633
marlen.casas@sce.com

Attachment B

**Right-of-Way Requirements Map Prepared for the Potrero
Interchange Project**

DATE REVISIONS

NO.	DATE	DESCRIPTION
1	26-3/29-8	ISSUED

PROJECT TOTAL SHEETS

DATE PLOTTED: 2/1/2010
 DATE PRINTED: 2/1/2010

PLANS APPROVAL DATE: 6/02/17

APN 414-120-025
 CITY OF BEAUMONT
 530 E. 31st STREET
 BEAUMONT, CA 94725

ENGINEER: CIVIL ENGINEER
DATE: 2/1/2010

PROFESSIONAL LAND SURVEYOR:
 DATE: 2/1/2010

REVISIONS:

NO.	DATE	DESCRIPTION
1	2/1/2010	ISSUED

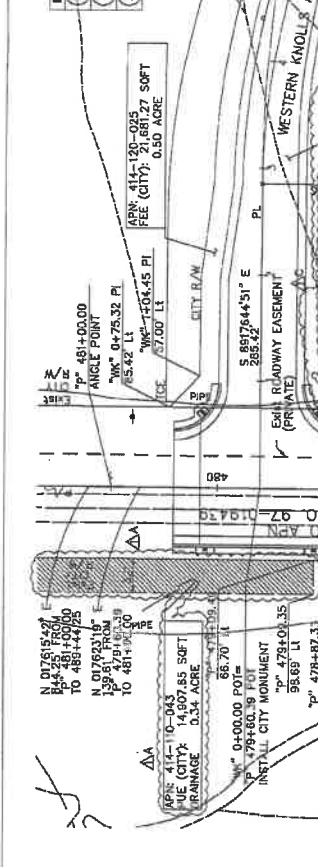
CURVE DATA

No.	Length	Chord	Angle	Stationing
1	700.00'	497.6727"	321.03°	602.00' - 602.00'
2	856.00'	497.6727"	140.85°	584.16' - 584.16'
3	720.00'	484.4287"	126.16°	612.50' - 612.50'

APN 414-120-025
 CITY OF BEAUMONT
 530 E. 31st STREET
 BEAUMONT, CA 94725

REVISION

NO.	DATE	DESCRIPTION
1	6/02/17	REMOVED PUE (CITY) DRAINAGE ON APN 414-110-043
2	6/02/17	REVISED THE LINE 120-030 ON APN 414-120-030 (SCE)
3	6/02/17	ADDED PUE (CITY) DRAINAGE ON APN 414-120-030
4	6/02/17	REVISED AREA DUE TO PORTIONS REMOVED ON APN 414-120-030
5	6/02/17	REVISED AREA DUE TO PORTIONS ADDED ON APN 414-120-030
6	6/02/17	REVISED AREA DUE TO PORTIONS ADDED ON SHEET 7 FOR PORTION ADDED



CHECKED BY: JOHN KENYON
DATE REVISION:

DESIGNED BY: MARSHAD MALDEN
REVISION:

CALCULATED BY:

CONSULTANT FUNCTIONAL SUPERVISOR: JIMMY W. SIMS

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

DATE PLOTTED: 2/1/2010
DATE PRINTED: 2/1/2010

PROJECT NUMBER & PHASE: 080020444-1

UNIT: 2332

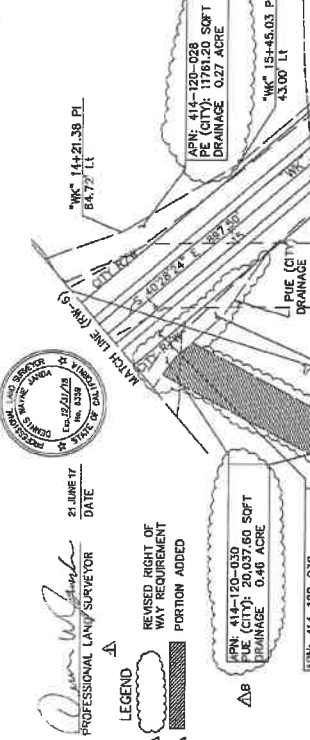
SCALE: 1" = 50' RW-6

APPROVED FOR R/W ONLY

COUNTY: 08 RIV. PROJECT: 28-379-B. SHEETS: TOTAL 10, THIS SHEET 4.
 DATE: 6/15/17. CIVIL ENGINEER: DATE: 6/15/17.
 PLANS APPROVAL DATE: 6/15/17.
 THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS
 CONTRACT NO. 28-379-B
 CONTRACT DATE: 08/20/16
 CONTRACT VALUE: \$1,350,000
 CONTRACT NO. 28-379-B
 CONTRACT DATE: 08/20/16
 CONTRACT VALUE: \$1,350,000
 NAME: THOMAS & COMPANY, INC. CITY OF BEAUMONT
 5501 S. 8TH STREET BEAUMONT, CA 94723
 SAN JOSE, CA 95112
 FULL NAME OF WET REQUIREMENTS: JOHN KENYON
 DATE: 6-15-17
 DATE: 6-15-17
 DATE: 6-15-17
 COUNTY DISTRICT NUMBER: DESIGN:

CURVE DATA

No.	R	A	T	L	N-COORDINATE	E-COORDINATE
23	3000.00'	311°30'	83.58'	187.11'	2281137.3800	6330878.0861
24	550.00'	271°15'	206.45'	405.06'	2285137.0369	6330385.8445
25	700.00'	48°24'55"	314.71'	591.51'	2285010.5934	6331023.3103
26	2980.00'	311°25'	82.98'	165.93'		
B	569.94'	28°38'52"	145.83'	284.97'		



REVISION

REVISION	REMARK	DATE
Δ A	REVISED THE LINE OF PUE (CITY) DRAINAGE ON APN 414-120-030	6/02/17
Δ B	REVISED AREA DUE TO PORTIONS ADDED	6/02/17
Δ C	REVISED AREA DUE TO PORTIONS ADDED (SEE SHEET 4 FOR PORTIONS ADDED)	6/02/17
Δ D	REVISED AREA DUE TO PORTION ADDED (SEE SHEET 8 FOR PORTION ADDED)	6/02/17
Δ E	REVISED AREA DUE TO PORTION REMOVED (SEE SHEET 8 FOR PORTION REMOVED)	6/02/17

CHECKED BY: JOHN KENYON
 DESIGNED BY: HANSHU MALEKI
 CALCULATED BY: JIMMY W. SIMS
 CONSULTANT FUNCTIONAL SUPERVISOR: JIMMY W. SIMS
 STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
 DATE: 6/15/17

REVISION: Δ A, Δ B, Δ C, Δ D, Δ E
 DATE: 6/15/17

PROJECT NUMBER & PHASE: UNIT 2232
 SCALE: 1" = 50'
 PROJECT NUMBER & PHASE: 08002004441
 APPROVED FOR R/W ONLY

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
 CONSULTANT FUNCTIONAL SUPERVISOR: JIMMY W. SIMS
 CHECKED BY: JOHN KENYON
 DESIGNED BY: HANSHU MALEKI
 CALCULATED BY: JIMMY W. SIMS
 DATE: 6/15/17
 PROJECT NUMBER & PHASE: UNIT 2232
 SCALE: 1" = 50'
 PROJECT NUMBER & PHASE: 08002004441
 APPROVED FOR R/W ONLY

DIST COUNTY NAME: 08 RIV 60 28-3/29-8
 SHEET TOTAL: 10 SHEETS
 CIVIL ENGINEER: DATE: 2/19/12
 PLANS APPROVAL DATE: 2/19/12
 CITY OF BEAUMONT
 500 MARKET ROAD
 BEAUMONT, TX 77705
 DATE: 2/19/12

REVISIONS: 1. REVISED RIGHT OF WAY REQUIREMENTS
 2. REVISED PORTION ADDED
 3. REVISED PORTION REMOVED

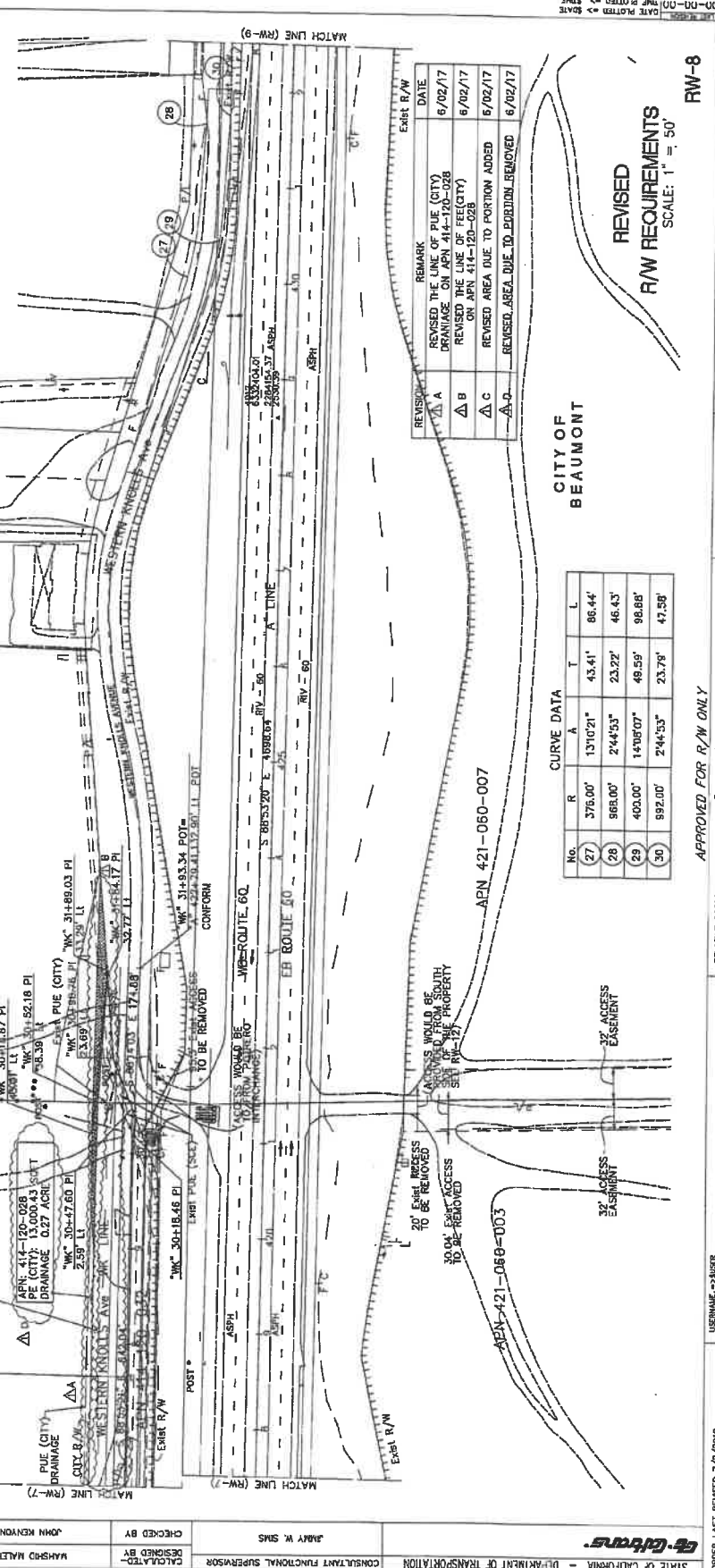
CITY OF BEAUMONT
 21 JUNE 11
 DATE: 21 JUNE 11
 PROFESSIONAL LAND SURVEYOR: [Signature]
 APN 414-120-028

LEGEND
 Δ REVISIONS
 Δ REVISIONS
 Δ REVISIONS
 Δ REVISIONS

APN: 414-120-028
 FEES: 468,118.41 SOFT
 10.75 ACRE
 EXIST PUE (CITY): 48,794.23 SOFT
 1.12 ACRE
 EXIST PUE (C): 42,743.32 SOFT
 0.99 ACRE
 EXIST PUE (SCE): 1,122.00 SOFT
 0.122 ACRE
 EXIST ROADWAY EASEMENT (PRIVATE): 26,392.42 SOFT
 0.61 ACRE

APN 414-120-028
 FEES: 468,118.41 SOFT
 10.75 ACRE
 EXIST PUE (CITY): 48,794.23 SOFT
 1.12 ACRE
 EXIST PUE (C): 42,743.32 SOFT
 0.99 ACRE
 EXIST PUE (SCE): 1,122.00 SOFT
 0.122 ACRE
 EXIST ROADWAY EASEMENT (PRIVATE): 26,392.42 SOFT
 0.61 ACRE

CHECKED BY: JOHN KENYON
 DESIGNED BY: MAHMOUD MATEH
 CALCULATED: JIMMY W. SMIS
 CONSULTANT FUNCTIONAL SUPERVISOR



REVISION	DATE	REMARKS
Δ A	6/02/17	REVISED THE LINE OF PUE (CITY) DRAINAGE ON APN 414-120-028
Δ B	6/02/17	REVISED THE LINE OF FEE(CITY) ON APN 414-120-028
Δ C	6/02/17	REVISED AREA DUE TO PORTION ADDED
Δ D	6/02/17	REVISED AREA DUE TO PORTION REMOVED

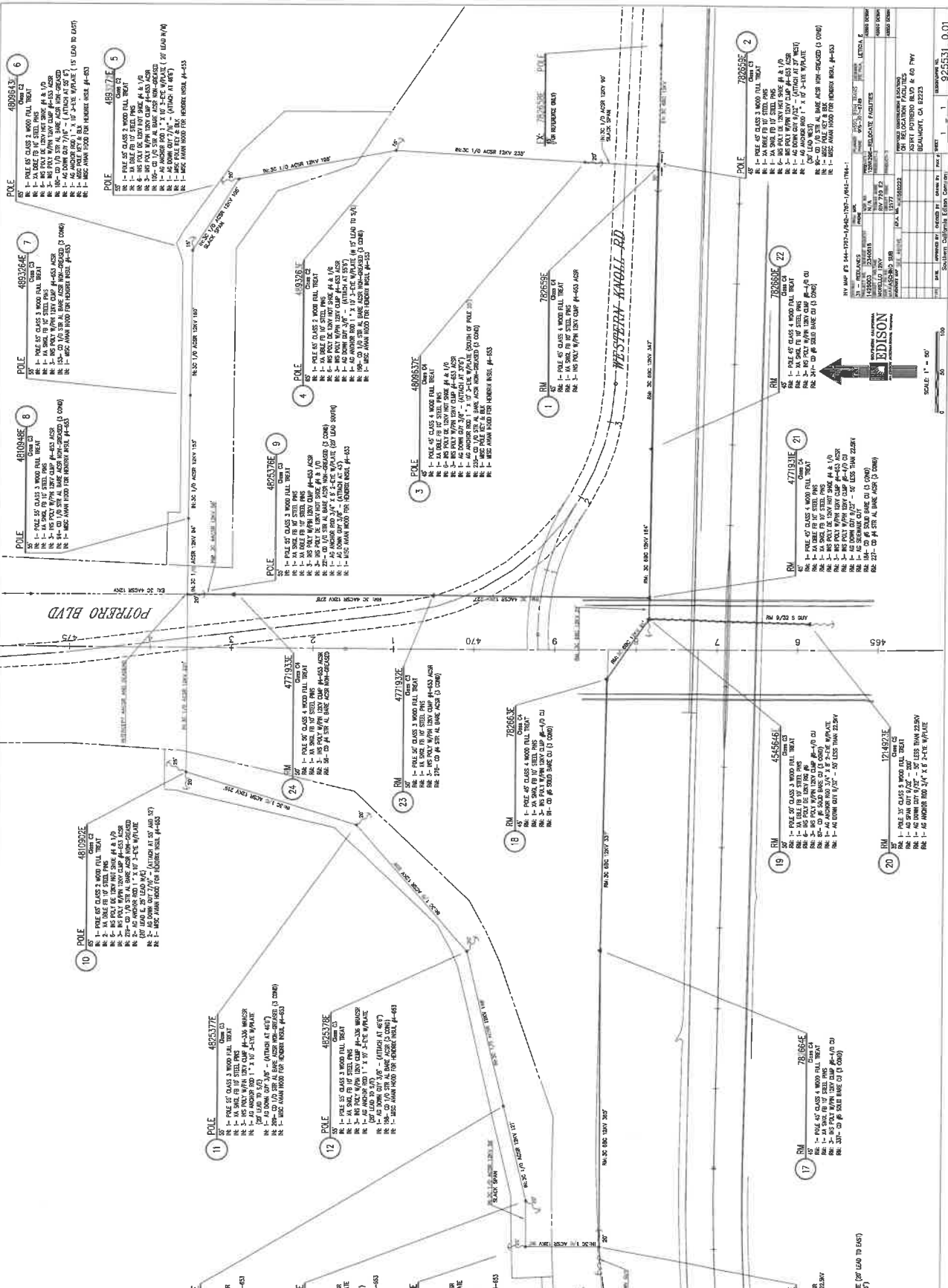
No.	R	A	T	L
27	376.00'	13'10"21"	43.41'	86.44'
28	968.00'	2'44"53"	23.22'	46.43'
29	403.00'	1'40"07"	49.59'	98.66'
30	992.00'	2'44"53"	23.79'	47.58'

CITY OF BEAUMONT
 R/W REQUIREMENTS
 SCALE: 1" = 50'
 RW-8
 PROJECT NUMBER & PHASE: UNIT 2232
 08000204441

Attachment C

Utility Relocation Plans Prepared by Edison

PROJECT REQUIREMENTS (LVA)	
ENGIN EXHAUST REQUIRED	01
FIND OR REPAIR	02
PERMIT REQUIRED	03
POINT TYPE, LANE CLOSURE, ETC.	04
OTMAGE REQUIRED	05
OTMAGE DATE:	06
THREAT CONTROL REQUIRED	07
RED. TRAFFIC CONTROL NEEDED	08
CONCRETE LETTER NEEDED	09
ENVIRONMENTAL CLEARANCE NEEDED	10
CSO (IS TUM) NEEDED	11



Attachment D
Joint Use Agreement (JUA)

RECORDING REQUESTED BY
SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY

2 INNOVATION WAY, 2ND FLOOR
POMONA, CA 91768
TITLE AND VALUATION

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX \$ NONE (VALUE AND CONSIDERATION LESS THAN \$100.00)	DISTRICT Redlands	WORK ORDER 801620447	SERIAL NO. 71791A	MAP SIZE 050-108	AFFECTS SCE DOCUMENTS
SCE Company SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	FIM: 642-1764-1, 642-1767-1 and 644-1767-1	APPROVED: Real Properties Dept. SCE Law MR	BY SF	DATE 02/19/2019	104303 and 104358

JOINT USE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20 ____, by and between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "Company", and the CITY OF BEAUMONT, a general law city, hereinafter called "City",

W I T N E S S E T H:

THAT WHEREAS Company is the owner in possession of certain rights of way and easement(s) for electrical facilities by virtue of the following easement rights:

That certain Grant of Easement recorded May 28, 1944, as Instrument No. 4064, in Book 1080, Page 235 and May 28, 1949, as Instrument No. 4070, in Book 1081, Page 191, both of Official Records, in the Office of the Riverside County Recorder, hereinafter referred to as "Company's Easement"; and

WHEREAS City has acquired easement rights for street and highway purposes for the construction and/or improvement of Potrero Boulevard and Frontage Roads in said City, County of Riverside, State of California, hereinafter referred to as "highway right of way", as shown on the print attached hereto, marked "Exhibit A" and hereby made a part hereof which said highway right of way is subject to Company's easement; and

WHEREAS Company's facilities as now installed and located on said highway right of way will interfere with or obstruct the construction, reconstruction, maintenance or use of said street or highway, and City desires to eliminate such interference or obstruction;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, Company and City do hereby agree as follows:

The location of Company's easement insofar as it now lies within the said highway right of way, be, and it hereby is, changed to the strip of land within said highway right of way, hereinafter referred to as "new location", and shown and designated as "Area in Joint Use Agreement" on said print marked "Exhibit A" and made a part hereof by this reference.

City hereby agrees to pay for the total direct costs incurred by Company for relocating its facilities from Company's easement and reconstructing the same in the new location on City's rights of way.

Joint Use Agreement
Between S. C. E., a corp. and
The City of Beaumont
Serial No. 71791A
Affects SCE Document(s): 104303 and 104358

In consideration of the payment to Company of the cost of relocation as aforesaid, and upon acquisition of any and all easements over private property as may be required for the relocation of Company's facilities to the new location, Company agrees to rearrange, relocate and reconstruct within said new location, any of its facilities heretofore or now installed pursuant to Company's easement within said highway right of way provided the same does not unreasonably interfere with City's use of the public right of way or related public construction project. Company hereby consents to the construction, reconstruction, maintenance or use by City of a street or highway over, along and upon Company's easement, both in the old location and in the new location within said highway right of way, upon and subject to the terms and conditions herein contained.

City acknowledges Company's title to Company's easement in said new location and the priority of Company's title over the title of City in said new location. Company has and reserves the right and easement to use, in common with the public's use of said street or highway, said new location for all of the purposes for which Company's easement was acquired, without need for any further permit or permission from City. Except in emergencies, Company shall give reasonable written notice to City before performing any work on Company's facilities in said new location where such work will obstruct traffic. In all cases, Company shall exercise due care for the protection of the traveling public.

In the event that the future use of said highway right of way shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of Company's facilities then existing in said new location, and City shall notify Company in writing of such necessity and agree to reimburse Company on demand for its costs incurred in complying with such notice, Company will provide City with plans of its proposed rearrangement and an estimate of the cost thereof, and upon approval of such plans by City, Company will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. Company shall exercise due care for the protection of the traveling public. No further permit or permission from City for such rearrangement, relocation or reconstruction shall be required and City will (1) enter into a Joint Use Agreement on the same terms and conditions as are herein set forth covering any such subsequent relocation of Company's facilities within said highway rights of way, (2) provide executed document(s) granting to Company a good and sufficient easement or easements over private property if necessary to replace Company's easement or any part thereof, and (3) reimburse Company for any costs which it may be required to expend to acquire such easement or easements, provided it is mutually agreed in writing that Company shall acquire such easement or easements.

City agrees to indemnify, defend and reimburse Company for any loss or claim Company may suffer because of any lack of or defect in City's title to said new location, or in the title to any easement provided by City over private property, to which Company relocates its facilities pursuant to the provisions hereof, and City agrees that if Company is ever required to relocate its facilities because of any such lack of or defect in title, City shall reimburse Company for the cost of relocating its facilities and any other reasonable costs arising therefrom, such as, but not limited to, costs to acquire any right of way required for such relocation. City shall not reimburse Company for any loss caused by Company's own fault or negligence. City warrants that the City's rights to the new location will allow the Company to exercise all the rights granted by the Company's easement.

Except as expressly set forth herein, this agreement shall not in any way alter, modify or terminate any provision of Company's easement. Both City and Company shall use said new location in such a manner as not to interfere unduly with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which Company or City may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either City or Company in such a manner as to cause an

Joint Use Agreement
Between S. C. E., a corp. and
The City of Beaumont
Serial No. 71791A
Affects SCE Document(s): 104303 and 104358

unreasonable interference with the use of said new location by the other party. City agrees that Company's facilities shall not be damaged by reason of the construction, reconstruction or maintenance of said street or highway, by the City or its contractors, and that, if necessary, City will protect Company's facilities against any such damage, at City's expense. Notwithstanding the forgoing, City shall not be liable for damage to Company's facilities caused by third parties using the right of way.

Company shall have the right to remove, trim or top any vegetation, brush, tree or trees which may grow in said right of way, and which in the opinion of Company may endanger or interfere with the proper operation or maintenance of Company's facilities, to the extent necessary to prevent any such interference or danger.

This agreement shall inure to the benefit of and be binding upon the Company and the City and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their respective officers thereunto duly authorized, as of the day and year herein first above written.

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

By: _____
Monica Contreras
Land Services Agent
Land Management Eastern Region
Real Properties Department

CITY OF BEAUMONT, a general city

By: _____
Name: _____
Title: _____
By: _____
Name: _____
Title: _____

Joint Use Agreement
Between S. C. E., a corp. and
The City of Beaumont
Serial No. 71791A
Affects SCE Document(s): 104303 and 104358

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

State of California)

County of _____)

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

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 _____)

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County of _____)

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WITNESS my hand and official seal.

Signature _____



A PORTION OF LOTS "BB" AND "CC" AS SHOWN ON PARCEL MAP 34880 FILED IN BOOK 237, PAGES 67-76, ALSO A PORTION OF PARCEL "A" AS SHOWN ON PARCEL MAP 31368, FILED IN BOOK 229, PAGES 46-53, AND A PORTION OF A DEDICATION RECORDED 10/02/2014 AS INST. NO. 2014-0375481 O.R. IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Distances used are based on the CCS 1983, Zone 6, Epoch 2004.00; Grid distances are in feet unless otherwise noted. Multiply distances by 1.0001028 to obtain ground level distances.

SEE SHEET 2 FOR CURVE TABLE

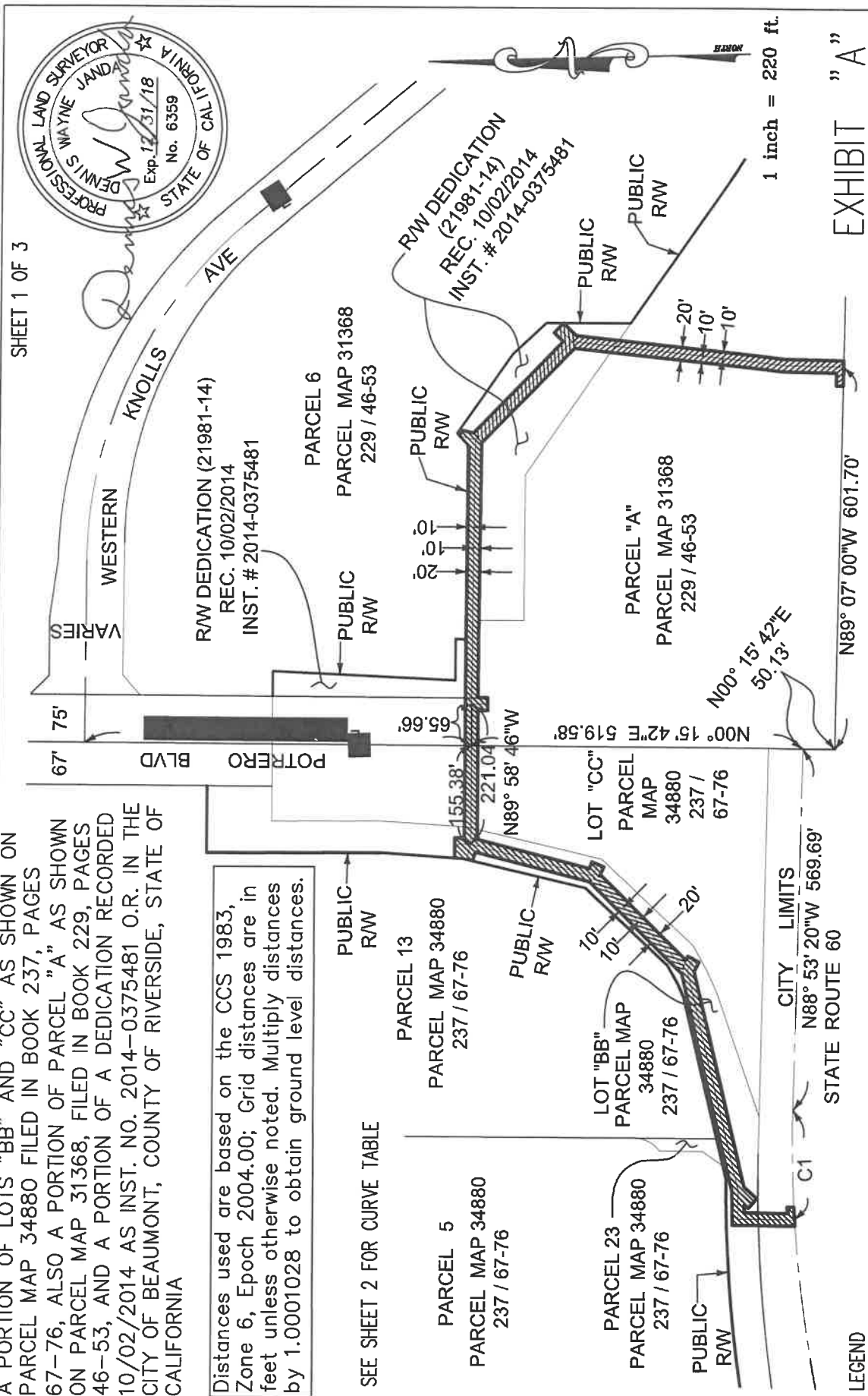


EXHIBIT "A"

PROJECT NAME: POTRERO BLVD & SR60 RELOCATION PROJECT		M.S.: 050-108
W.O. NO: 801620447	NOT. NO: 203452189	CITY: BEAUMONT
SURVEYED BY: DJJ		COUNTY: RIVERSIDE
DRAWN BY: LB		DATE: 6/15/18
CHECKED BY:		STATE: CA
LAND INFO: SERIAL NO.: 71791A		FILE NAME:

AREA IN JOINT USE AGREEMENT BETWEEN SCE AND THE CITY OF BEAUMONT
 AREA = 46,356 SF +/-
 AREA = 1.06 AC. +/-

SEE SHEET 3

Distances used are based on the CCS 1983, Zone 6, Epoch 2004.00; Grid distances are in feet unless otherwise noted. Multiply distances by 1.0001028 to obtain ground level distances.

CURVE TABLE		
CURVE	DELTA	LENGTH
C1	04°41'02"	2099.78'
C2	00°32'48"	2099.78'
		20.03'



1 inch = 100 ft.

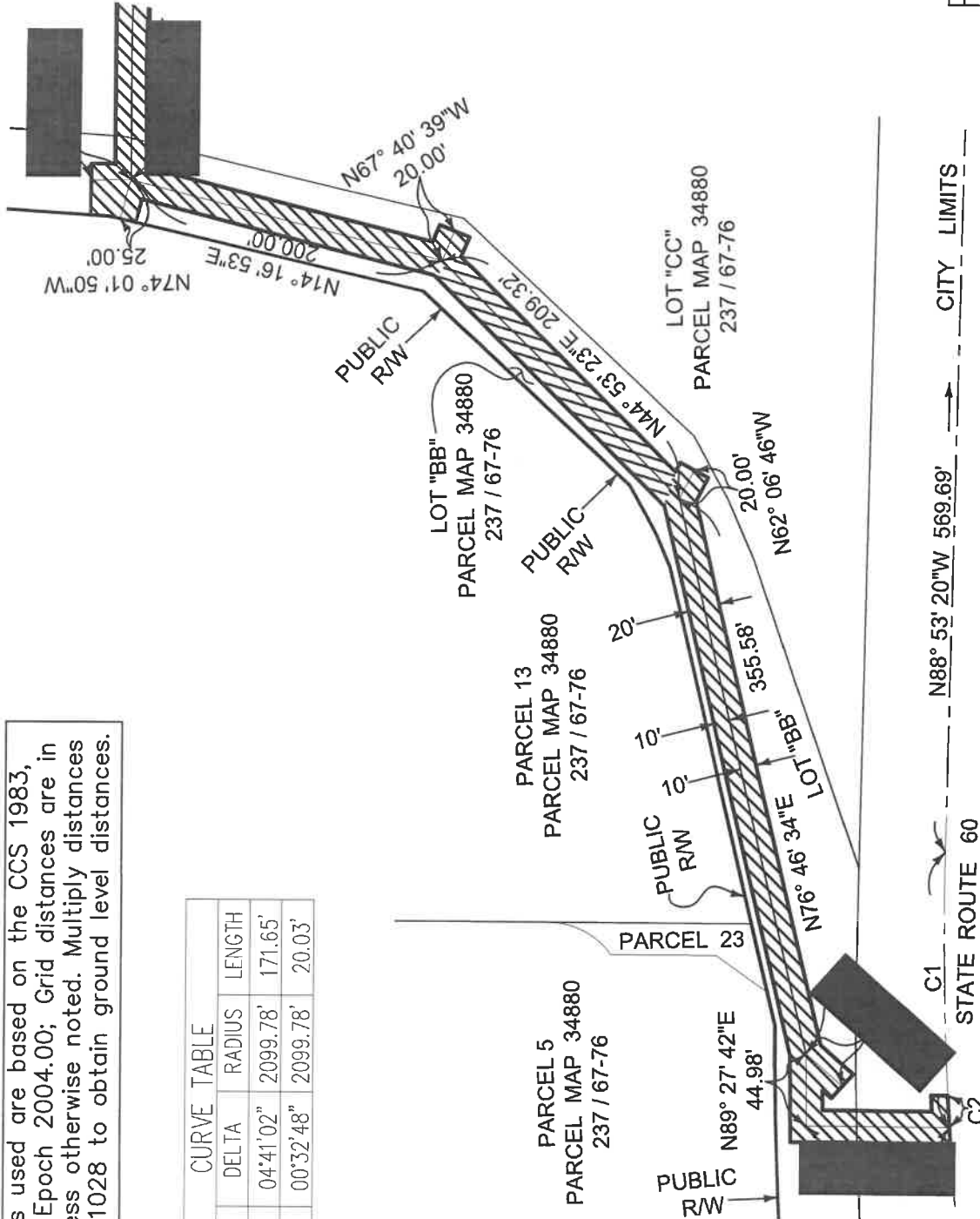


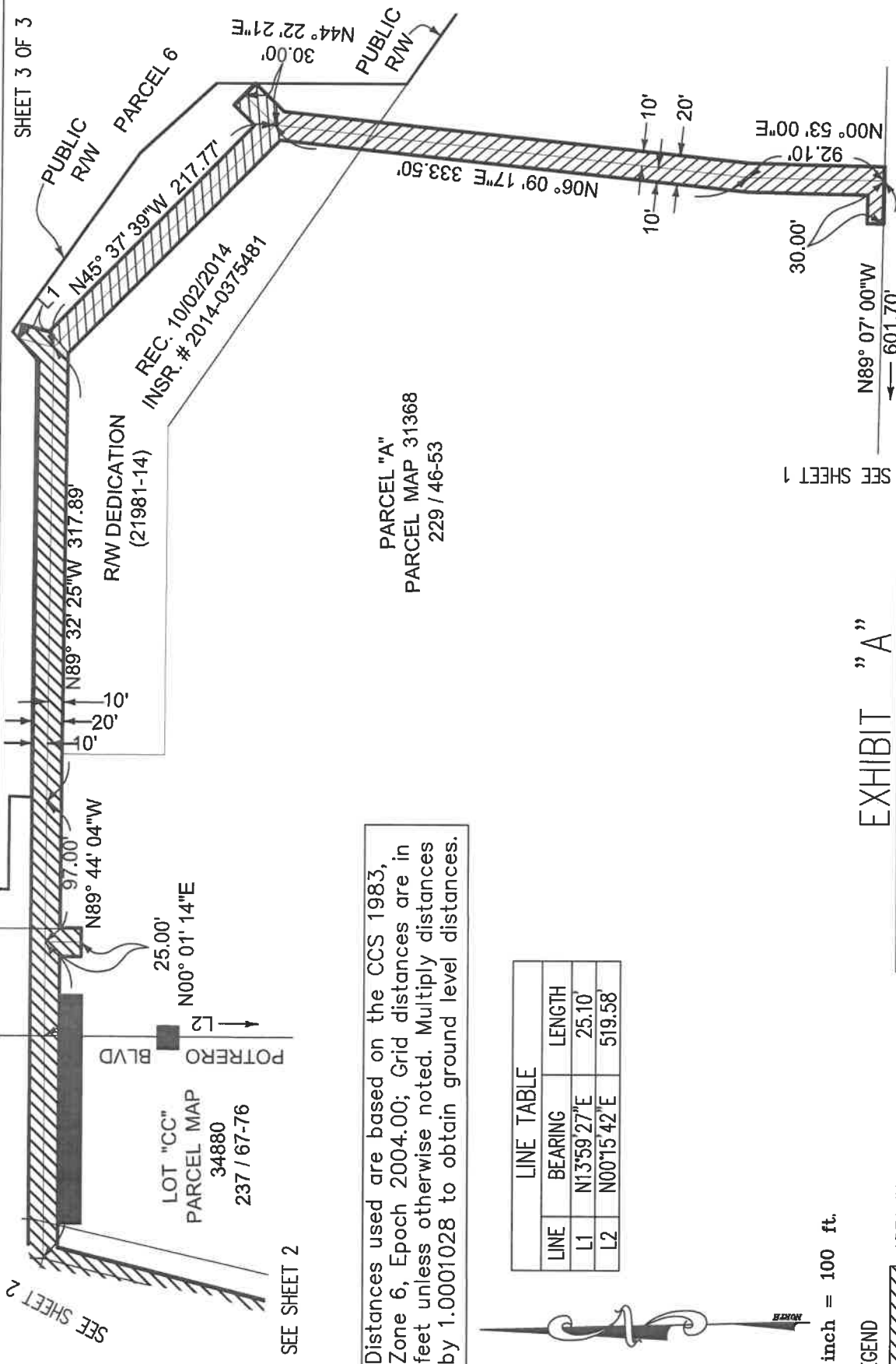
EXHIBIT "A"

PROJECT NAME: POIRERO BLVD & SR60 RELOCATION PROJECT		M.S.: 050-108
W.O. NO: 801620447	NOT. NO: 203452189	CITY: BEAUMONT
SURVEYED BY: DJJ		COUNTY: RIVERSIDE
DRAWN BY: LB		STATE: CA
CHECKED BY:		DATE: 6/15/18
LAND INFO:		MAP REF:
SERIAL NO.: 71791A		FILE NAME:

AREA IN JOINT USE AGREEMENT BETWEEN SCE AND THE CITY OF BEAUMONT
 AREA = 46,356 SF +/-
 AREA = 1.06 AC. +/-



SHEET 3 OF 3



LOT "CC"
 PARCEL MAP
 34880
 237 / 67-76

R/W DEDICATION
 (21981-14)

REC. 10/02/2014
 INSR. # 2014-0375481

PARCEL "A"
 PARCEL MAP 31368
 229 / 46-53

Distances used are based on the CCS 1983, Zone 6, Epoch 2004.00; Grid distances are in feet unless otherwise noted. Multiply distances by 1.0001028 to obtain ground level distances.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N13°59'27"E	25.10'
L2	N00°15'42"E	519.58'



1 inch = 100 ft.

LEGEND



AREA IN JOINT USE AGREEMENT
 BETWEEN SCE AND THE CITY OF
 BEAUMONT
 AREA = 46,356 SF +/-
 AREA = 1.06 AC. +/-

EXHIBIT "A"

PROJECT NAME: POTRERO BLVD & SR60 RELOCATION PROJECT		M.S.: 050-108
W.O. NO: 801620447	NOT. NO: 203452189	COUNTY: RIVERSIDE
CITY: BEAUMONT		STATE: CA
SURVEYED BY: DJI	SCE F.B. REF.:	DATE: 6/15/18
DRAWN BY: LB	MAP REF:	
CHECKED BY:	LAND INFO:	SERIAL NO.: 71791A
		FILE NAME:

SEE SHEET 1

SEE SHEET 2

Staff Report

TO: Mayor and Council Members

FROM: Elizabeth M. Gibbs, Community Services Director

DATE: March 5, 2019

SUBJECT: Software Purchase: Dossier Systems Vehicle Maintenance Repair Order Program

Background and Analysis:

As a centralized vehicle maintenance repair facility, keeping accurate and up to date repair records for each vehicle is not only important, but required. The flow of information starts with our technician; they are the first step in collecting valid data. For a fleet to operate efficiently and effectively, maintenance data must be precise and repair orders complete. Having the correct maintenance data is a major factor in making any vehicle maintenance decision.

The current fleet maintenance software is a stand-alone, out of the box program purchased ten years ago. It is outdated and ineffective for today's fleet size and needs of the organization. In discussions with the current software vendor, their program is unable to meet the current needs of the City. Therefore, City staff researched other fleet management software companies and found a program that not only meets the City's current needs, but also meets our budgetary needs.

Dossier On-Demand is a proprietary software that allows vehicle maintenance technicians to create, edit, and submit repair orders and internal "invoices" on all vehicles within our fleet, while operating over the Internet using the Software-as-a-Service (SaaS) mode. It also allows access to the system and data from anywhere there is an Internet connection via desktop, tablet, and phone, giving department heads and managers access to all vehicle maintenance data for their respective departments. Dossier also has a feature that uses bar codes specific to mechanic use for inventory and ordering of parts and equipment. During normal entry of repair orders, Dossier identifies and alerts of potential warranty issues and will produce a special parts warranty label.

Dossier will provide secure hosting with multiple levels of redundancy and backup, in addition to centralized document storage. The servers, software, connection management, technical staff, infrastructure, and backup services will be provided by Dossier Systems. Upgrades to the Dossier software and unlimited technical support are included as part of the Dossier On-Demand service agreement.

The City Attorney has reviewed the Dossier On-Demand Subscription Service Agreement and recommended changes have been made.

Fiscal Impact:

There is a one-time set-up fee in the amount of \$5,998, with a quarterly subscription fee of \$1710 thereafter for a term of three years, equal to \$20,520. An additional option is integration with our current pre-trip inspection software, Zonar, at an annual fee of \$228, equal to a total term cost of \$684. All costs will be absorbed in the Transit Services Fund and will be paid from Account No. 760-0000-8040-0000.

Finance Director Review: 

Recommendation:

1. Approve the purchase of Dossier software in a not-to-exceed amount of \$27,202; and
2. Authorize the Mayor to execute the Dossier Terms and License Agreement for Software Use, Data Transmission, and Data Storage Services; and
3. Authorize staff to issue a Purchase Order in a not-to-exceed amount of \$27,202.

City Manager Review: 

Attachments:

- A. Dossier Fleet Maintenance Management Software Proposal
- B. Dossier On-Demand Subscription Service Agreement



Proposal provided to

City of Beaumont
For

Dossier
Fleet Maintenance Management Software

Dossier Systems, Inc.
6 Terri Lane, Suite 700, Burlington, NJ 08016

The contents of this document are confidential and are provided for your exclusive use. The contents herein may not be reproduced in any format without specific written permission from Dossier Systems. This document is a proposal to enter into a transaction with you and is provided by Dossier Systems for discussion purposes only. All terms contained herein are subject to final written agreement executed by each party.

Confidential-Proposal

City of Beaumont
550 East 6th Street
Beaumont CA 92223

Edgar Trenado

I am pleased to submit our proposal to provide your organization with the Dossier fleet maintenance management software.

I'm very confident Dossier will provide significant value to your organization. We will do everything we can to earn your business both from a functionality perspective and a commercial perspective.

Dossier Systems has been in business for over 39 years with a singular focus on maintenance management excellence. Although we are not a young company, we continue to enjoy substantial business growth year after year. We have had double-digit growth for the last 8 years. The reason for this growth is due to the caliber of our people and the culture we have established that places the highest emphasis on outstanding customer service and professionalism.

For any software program to be useful it must be both supportable and usable. Dossier has been designed with a focus on ease of use. The graphical user interface is intuitive, and the screens have a consistent look and feel throughout that promotes familiarity while also being flexible and powerful. This approach provides manpower reduction benefits daily during normal operation, but also greatly simplifies the process of implementing and deploying the fleet maintenance management system. All types of users will find the system easy to work with, including mechanics, operators, managers, IT personnel, data entry clerks, etc. Dossier provides users a single, coherent set of controls throughout all views, modules and data entry points. This eliminates the confusion and wasted time that is apparent in so many under-utilized software programs in the market today.

Customers who elect to invest in consulting and training always seem to move forward much more quickly and take less time getting a return on their Dossier investment. We also find that customers are most successful with Dossier when they get the appropriate consulting and training. We are sure Dossier training would allow your organization to work with Dossier more efficiently and effectively. For your specific needs we recommend that one of our highly experienced Fleet Maintenance Consultants be sent to work with you during the initial setup and deployment of your new Dossier software. The consultant's input on designing/planning, system setup/configuration, and other on-going operational best practices would be very valuable to your organization. Our Fleet Maintenance Consultant come to your location and would consult with you on the pre-implementation design and planning, software setup, and configuration. The consultant would then work to ensure your people are well trained so that your organization will be able to take full advantage of the Dossier software.

On the following pages, you will find information we developed based on our prior communications and expect that it meet with your requirements. If you or any of your associates find anything that does not meet your expectations, please let me know so we can discuss and address it promptly and thoroughly.

All of us at Dossier Systems look forward to working with you and your entire organization as we work together to implement your new Dossier fleet maintenance management software.

Respectfully and with my best regards,
Christine Kane
West Region Account Manager
Dossier Systems

Section 1:

Project Needs

It is our understanding that you would like to engage with a partner that can deliver a company wide, fleet maintenance management and inventory solution that will track and control costs, centralize reporting, and provide an environment that can facilitate improvements in fleet reliability and utilization while reducing costs of operation and ownership.

DOSSIER users often report considerable gains in process efficiency. With **DOSSIER** you should realize efficiency improvements and expect maintenance costs to drop. Efficiency benefits will come from various areas, such as work done by technicians, who don't need to hunt for parts because **DOSSIER** provides location information.

DOSSIER provides you with an easy way to track equipment and inventory assets, detailed information about when and how work orders are performed, and all of the costs associated with operating your assets. You can easily run reports that will provide you with the right valuable information. Right decisions are often easier to identify and easier to support because **DOSSIER** presents the information you need to make the right decision based on facts not perceptions.

You recognize the significant savings of preventing expensive repairs before they occur and improving the efficiency of routine maintenance tasks. And because you don't stop paying employees when equipment isn't functioning, preventing downtime also delivers lower operating costs.

REDUCED COSTS - There are enormous potential cost savings achievable using **DOSSIER** to turn a reactive operation into a planned and proactive operation. Your **DOSSIER** system can help you prevent expensive repairs before they occur, improve the efficiency of routine maintenance tasks and prevent costly down-time. In addition, preventative maintenance can extend the life of equipment to save on capital expense, and greater control over engineering workloads, scheduling, and inventory management can also reduce the overall operating costs of the maintenance function.

REDUCE MANAGEMENT OVERHEAD – your **DOSSIER** system aids planning, scheduling and communication, it also encourages collective responsibility reducing the strain on management.

Areas that are “great fits” for your operations:

Auto-generated emailing and texting of pms due, overdue, in/out of service assets, and repair order requests

MobileLite for inspections failures, accidents and meter updates

Unit Specifications that are user defined and unlimited, support ad hoc reporting

Auto-generated and emailing of listings and reports

Fueling/Meter Integration

Cost Summary Report, Unit Selected Data and Replacement Reporting

Project Goals and Structure

With these objectives in mind, the following are fundamental goals for the proposed system:

- Implement a system that is intuitive, easy to learn, use and understand, to achieve maximum utilization with your staff.
- Standardize and facilitate tracking and reporting for all fleet assets, inventory and maintenance
- Provide a centralized fleet management information repository
- Real-time cost reporting and statistics
- Implementation of industry best practices
- Reduction of fleet maintenance expenses and increased staff productivity
- Training services for end-users, management or others that will use or receive information from the system
- Standardize and facilitate tracking and reporting for all fleet assets and maintenance
- Provide real-time cost reporting and statistics
- Establish a process – from content capture to product delivery and service – that requires minimal time and effort from current staff
- Availability of additional professional personnel and services, including:
 - Services to import data or convert data from another source or program to populate the initial database with existing fleet unit or parts data to expedite initial start-up and reduce initial data entry efforts. **We will need to review these files to provide an outline of costing. Standard cost \$ 200.00/hour.**
 - Experienced fleet maintenance management consulting resources
 - Technical support for questions, issues, or suggestions for future program needs
 - Development of additional future fleet specific functionality or to provide interfaces or integration of the fleet maintenance management system with other applications such as Accounting, ERP, GPS/Telematics, Dispatch, Fuel, etc.

Section 2:

Dossier Solution

A diverse array of products and service offerings allow Dossier Systems to custom-tailor a solution for almost any fleet customer in any industry. For this proposal, we have identified a specific deployment strategy based on our prior discussions.

Method of Deployment

Dossier Systems will provide a costing outline for our Dossier-On-Demand offering.

What we offer with our On-Premise install:

- Service agreement providing first level technical support and program updates for the first year.
- Professional services for training, planning, consulting, implementation, data conversion, 3rd party system data sharing, and best practices.

What we offer with our Dossier-On-Demand product:

- Service agreement providing first level technical support and program updates for the duration of your contract.
- Professional services for training, planning, consulting, implementation, data conversion, 3rd party system data sharing, and best practices.

Section 3:

Professional Services

Utilizing our extensive experience and expertise, Dossier Systems proposes the following consulting, planning, implementation, and training services. All material necessary to train your staff will be provided.

The services described below our standard Dossier Systems deployment of your Dossier system. Dossier Systems will consult with and assist as directed to help you achieve success with your Dossier system.

Project Management

A full implementation team is available to your company to help ensure the success of the Dossier solution at your facility. We will assign a Project Coordinator to assist your team leader in getting your new system up and running.

The Project Coordinator will:

- Send an Order Acknowledgment letter confirming your order and describing the initial steps
- Serve as your main point of contact during the initial stages up to completion of training and successful start-up
- Coordinate internally to ensure all of our resources are kept aware of your project, including all deliverables including software, documentation, and services, such as:
 - Initial shipment of your software media, license keys and program documentation
 - Coordination of training and consulting services included in the project.
 - Assist with additional options or services that may be procured
 - Provide communication back to your Account Manager.
 - Provide guidance to you and feedback to our trainer to make the best use of our time on-site.
 - Answer your questions; direct you to other resources as necessary to provide additional assistance as needed.

Professional Services

Fleet Management Consulting, Training, and Implementation assistance services:

For this project, we recommend and propose to provide private Online Training. This will ensure complete focus on your needs and objectives, and allow our training consultant to go beyond the normal classroom agenda, adding and removing subjects based on your specific personnel needs and project objectives. We feel that our course methodology enables the user to learn the system in a progressive structure that allows for maximum performance and information retention. A lot of hands-on time is included, ensuring maximum familiarity and comfort with day-to-day use and operation of the system.

Our consultant will work with your implementation team reviewing your existing practices, records, data, etc. and help you to make important decisions on how to populate the Dossier database, how to set-up the system security for each user, and how to achieve a workflow plan that fits with your existing practices but also taking advantages that the new system will provide. Your existing maintenance vocabulary (names, words, and terms) can generally be maintained and used in the system, thus minimizing disruption and maximizing familiarity and buy in from the users. IT aspects will be covered as well, to ensure a full understanding of hardware, software, and networking requirements. Within your organization, it will be important for management involvement and commitment to identify areas of responsibility and timelines related to gathering data, entering that data and, the optimum time to complete basic training. This defined approach to implementation and training, along with frequent and open communications, will assure your organization that the Dossier solution will be implemented in an effective manner - maximizing your return-on-investment with the least amount of disruption to your organization. We will work with you to coordinate the schedule to best meet your needs based on the availability of our Fleet Management Consultants at the time your order is placed.

Dossier Systems professional services goals include:

- Advanced system planning and design consulting with your managers for best practices, system standardization and planning via the onsite visit as described above
- Planning for training, configuration and operational policies and procedures
- Develop and implement best practices, implementation, multi-level use of fleet information and resource services
- Implementation assistance and recommendation for hardware and software installation
- Assistance to develop and support an internal fleet manager group to facilitate company standards
 - We feel that our training methodology enables the user to learn the software in a progressive structure that allows for maximum performance and information retention.

Section 4:

Support Services

Providing first level support to your employees will enable Dossier Systems to assist your previously trained staff in achieving the full solution you desire. Our support services professionals have many years of experience in helping our users with questions, concerns, suggestions, etc. to get the most from the system and help save you time. These services may also be the most crucial element in guiding your work force through a comfortable transition from the initial training to daily operation of the system. Dossier Systems will provide direct end-user support services as directed by your company, on an as needed basis.

Software Maintenance and Support Services (SM&SS)

Dossier Systems provides extensive customer services as part of our solution and we enjoy an excellent reputation in the industry for our customer support services team. We ensure that the Dossier solution we implement really works.

During the term of the agreement, this service provides:

- All Service Packs and Program Updates published during the coverage period for the Dossier program and options purchased
- * Unlimited Use Access via toll free line (U.S. and Canada) to Technical Support, Support Supervisors & Information Technology Staff. Also via fax and e-mail.
- Support hours are Monday – Friday 8:00 AM to 6:00 PM (Eastern Standard Time), excluding holidays
- Maximum 2-hour response time, most calls answered immediately or in less than 10 minutes.
- Via advanced web based technology to provide instruction or assistance directly on client's pc with proper security and permission (web meeting support)
- In extreme cases, on-site visits can be arranged.
- User manuals for all licenses purchased and access to on line user manuals
- Automatic annual membership into the **Dossier User Group**
 - Opportunity to attend the Dossier User Group Annual Meeting
 - Have direct input on our product development plans for future Dossier versions
 - Ability to interact with other Dossier software users at the annual meeting and during the course of the year

* Support services do not include over the phone training on program basics. A variety of training options are available including seminar training, on-site, and web training on an hourly basis.

Additional project information and requirements

Effective Implementation: Dossier Systems delivers projects on time and on budget. We use a disciplined approach to requirements-capture, implementation, setup, and training. Throughout the setup, deployment and initial training phases of your system's implementation, we take a number of steps to help us successfully deploy your Dossier software in a very short period of time.

When your project is created, an experienced Dossier project manager is assigned to work with the assigned Fleet Maintenance Consultant to manage your project. Our planning process is used to make sure that we are prepared for your implementation ahead of time. We manage implementation projects with sound methodology that creates open communication between Dossier Systems and the client and ensures full visibility into the progress of the project. Over the course of any project, sometimes the work scope changes. Change is a normal and expected part of the implementation process. Our flexible processes and procedures allow for changes to be easily absorbed into the project so that your final solution is what you need it to be.

User training is an integral part of a successful implementation. Training is designed and delivered by an expert who understands what you need to know in order to make a smooth transition from your current methods to Dossier. Our Fleet Maintenance Consultants' expertise and experience is invaluable as you learn to implement a new system into your business processes.

One of our highly experienced Fleet Maintenance Consultants (FMCs) would be sent to work with you during the initial setup and deployment of your new Dossier system. Each of our FMCs has over 20 years experience as fleet managers, they know our software inside and out, and they spend the majority of their time travelling to customer sites to help them implement their system to achieve success with Dossier. Your investment in Dossier consulting and training will help to ensure your Dossier software is setup correctly and your people are well trained so that your organization will be able to take full advantage of the Dossier software.

1. We anticipate that you will provide a lead person to act as the Dossier Project Manager. This designated person will have the appropriate knowledge, access, and authority to work with the Dossier Systems implementation team during the project. It is expected that this person or some other designated person would be the System Administrator of the Dossier system once the system is operational.
2. Hardware/Software/Facilities – you will provide the required computer hardware/software to support proposed Dossier implementation and subsequent training. The Dossier implementation team will assist you in loading Dossier software as needed.

Section 6:

Investment Summary

Pricing

The initial investment consists of the Dossier licenses, professional services, and includes a service agreement that provides program updates and technical support services.

The Professional Edition is for the fleet that wants a feature rich system to control their equipment and all the elements of fleet maintenance operations. Includes: fleet asset inventory with detailed specifications, automated PM scheduling, repair orders, maintenance histories, license and permit renewals, automated parts and labor costing, a self maintaining parts inventory system with automated reordering, purchase orders, vendor tracking, mechanic productivity and driver records with license renewals, automated benchmarking, downtime tracking and the best reporting system in the industry.

Dossier-On-Demand SaaS option

Item	Qty	Description - Dossier Software - Professional Edition	Price
1	1	150 Asset Capacity System - includes 1 Full Named User License, 4 Technician Licenses, 4 Reporting Licenses, Fueling Integration, Barcode Management Module, and (5) 2-hour blocks of Online Training and Professional Services deployment (must be scheduled in advance) (this is a one time set up fee)	\$5,998
2	1	Ongoing quarterly invoicing (3 yr term)	\$1,710
3	19	Zonar integration of meter, DTCs and Inspection Failures on 19 units. \$1.00/unit/month invoiced annually.	\$228
Total			\$7,936

We have provided a 20% discount on set up and quarterly invoicing for a 3 yr term, as well as Professional Services private online training.

Commercial Conditions:

- 1) Please reference City of Beaumont_2.25.19_CK.docx on all communications regarding this order form.
- 2) All prices are quoted in US dollars. 3) Proposal valid for 30 days 4) Plus shipping and appropriate taxes
- 5) Travel and living expenses to be added and invoiced separately (such as: airfare, hotel, local transportation, meals, ...)
- 6) Subject exclusively to the Arsenault Associates Terms and Conditions of Sale and Software License Agreement which are made a part of this proposal
- 7) Invoice will be issued for the total amount upon order placement and full payment is due within thirty (30) days of invoice date.
- 8) There will be an additional \$20.00 fee for direct deposit payments and an additional 4% fee applied for any credit card payments over \$5,000.00.

Signature: _____ Print Name: _____

Purchase Order Number: _____ Date: _____

I wish to pay by Credit Card (please check if applicable)

If you wish to pay by Credit Card, please provide name, phone number, and email address of the person to be contacted for credit card information.

Name _____ Email Address _____

Phone _____

When you are ready to place your order, please complete the information above and fax to 609-747-8801.



6 Terri Lane • Suite 700
Burlington • NJ 08016
O. 609.747.8800 • F. 609.747.8801

www.dossiersystemsinc.com
sales@dossiersystemsinc.com

DOSSIER ON-DEMAND SUBSCRIPTION SERVICE AGREEMENT

This Agreement is between City of Beaumont (“CUSTOMER”) with corporate offices located at the address set forth at the end of this agreement, and Dossier Systems, Inc. (“COMPANY”) with corporate offices located at the address set forth at the end of this agreement, covering CUSTOMER’s subscription for and use of certain software service provided by COMPANY as set forth on Schedule “A” attached and made a part hereof (the “Applicable Dossier On-Demand Subscription Service”), hereinafter referred to as “DOD Service.” The DOD Service is a Software-as-a-Service (SaaS) offering of COMPANY’s software products collectively known as “Dossier.” This agreement also covers all sales of equipment, goods and materials (“Hardware”) and Consulting, Training and other Professional Services and Subscriber User Support Services (“Services”). The terms and conditions contained on any purchase order or request for quotation received by COMPANY from CUSTOMER are expressly superseded hereby and shall not be construed as part of the agreement between CUSTOMER and COMPANY. Unless otherwise specifically agreed in writing between the parties, this document constitutes the entire agreement between CUSTOMER and COMPANY with respect to the subject matter hereof. The parties, intending to be legally bound, hereby agree as follows:

- 1. Limited Use License.** Subject to the terms and conditions of this Agreement, COMPANY grants CUSTOMER a non-exclusive, non-transferable limited license to use, solely for CUSTOMER’s own internal business purposes, those features as specified in Schedule “A” of the DOD Service, on a single Dossier database, for the term of the active subscription. The DOD Service is licensed on a named user basis (one person, one login account). The DOD Service is specifically not licensed on a concurrent user basis, and CUSTOMER will be in violation of this agreement if a login account is used by more than one individual.
- 2. Subscription Registration.** CUSTOMER will provide subscription set up data as requested in a standard form to be provided by COMPANY for each named user covered by this Agreement that shall include, but not be limited to, user name, title, mailing address, phone #, fax #, e-mail address (the “Set Up Data”). CUSTOMER will be responsible at all times to maintain and update the accuracy and completeness of the Set Up Data and to notify COMPANY of any changes.
- 3. Subscriber User ID and Password.** Upon receipt of all Set Up Data and applicable fees, COMPANY will set up CUSTOMER’s account. COMPANY will assign and send each CUSTOMER named user a unique login User



ID and password. CUSTOMER will maintain the confidentiality of all User ID(s) and password(s) and will ensure that each User ID/password is used by only one designated individual in CUSTOMER's organization; sharing of User ID/Password for use by multiple individuals is expressly prohibited under this agreement. CUSTOMER is responsible for the use of CUSTOMER's account and all activity under CUSTOMER's account, whether used under any name or by any person, and for ensuring full compliance with this Agreement by all users of that account. CUSTOMER agrees to indemnify, defend, and hold harmless COMPANY for any liability or expense arising from misuse of CUSTOMER's User ID and password. CUSTOMER agrees to notify COMPANY of any unauthorized use of CUSTOMER's User ID and password account within 24 hours of becoming aware of the occurrence.

4. **Fees.** CUSTOMER will pay COMPANY the fees for the DOD Service as set forth on Schedule "A" attached hereto.

5. **Delivery.** Certain optional features available in conjunction with DOD may involve the purchase of Hardware from COMPANY. Delivery of any Hardware purchased hereunder to the carrier at the point of origin shall constitute delivery of the Hardware to CUSTOMER and thereafter the shipment of Hardware shall be at CUSTOMER's risk. Delivery and shipment dates as shown on quotations, acknowledgments or invoices are estimates only. COMPANY shall not be liable for delays in delivery of the Hardware, Services or Software. COMPANY shall have the right to make partial shipments.

6. **Data Ownership and Use.**

(a) **Data Ownership:** The data entered and accumulated by CUSTOMER during its use of the DOD Service is CUSTOMER's proprietary property. COMPANY will not release any information specific to CUSTOMER without its written permission.

(b) **Use of Data:** COMPANY intends to develop in the future a proprietary application that aggregates "cleansed" fleet databases into a composite database that may be used for benchmarking, establishing industry best practices, and other commercial uses. CUSTOMER databases hosted in the DOD environment will be automatically included in this benchmarking database. Cleansed data is defined as data that has had all customer identifying names, marks, numbers, licenses, registrations, serial numbers, references, inferences, indicators, designators and symbols of any kind removed to such an extent so as to make it



impossible to identify, detect or separate the owners of individual data aggregated in the new database. If you do not wish to have your cleansed data included in the industry benchmark database, please mark an “x” in the opt out checkbox at the end of this agreement.

(c) Access to Service: CUSTOMER is responsible to obtain access to the Internet at its own expense. **NOTE:** Performance of the DOD Service is directly dependant on the speed and throughput of the CUSTOMER’s internet connectivity. **SLOW INTERNET ACCESS SPEED NEGATIVELY AFFECTS THE SPEED OF THE DOD SERVICE.**

7. Restrictions. CUSTOMER will not use the DOD Service, the Interface and Software, except through the subscription service provided hereunder. CUSTOMER will not do any of the following: (i) copy (except as permitted herein), translate or modify the DOD Service, Software or content including without limitation the user interface (look and feel) or any software coding; (ii) merge the Interface, Software or any content provided under this Agreement with another program or modify such Interface, Software or such content; (iii) reverse-engineer, disassemble, de-compile, or make any attempt to discover the source code of the Interface or Software; (iv) sublicense, license, sell, rent, lease, distribute, resell for profit or otherwise give to any third party any portion of the DOD Service, Interface, Software or any content provided under this Agreement; or (v) perform any data entry, import or database updating in any other manner other than through the use of the DOD Service’s user interface. COMPANY and its licensors shall retain all copyrights, title and interest, including all intellectual property rights, in and to the DOD Service, Interface, Software, any content provided under this Agreement and related names, logos and websites. CUSTOMER acknowledges that the limited license granted hereunder does not provide CUSTOMER with title or ownership of the DOD Service, Interface, Software and any content provided under this Agreement, but only a right of limited use. For purposes hereof, the “Interface” means the search interface which is part of DOD Service, and the “Software” means the source and operating code which comprises the DOD Service.

8. Proprietary Rights. The DOD Service contains copyrighted material, trademarks, and other proprietary information of COMPANY and its licensors. In addition, CUSTOMER and other subscribers to COMPANY’s DOD Service may post copyrighted information. Except for information which is in the public domain or for which CUSTOMER has been given written permission, CUSTOMER will not copy, modify, publish, transmit,



distribute, perform, display, or sell any such copyrighted or proprietary information.

9. Modifications to Applicable DOD Fleet Service. CUSTOMER will not modify or attempt to modify for any reason the DOD Service, Interface or Software except as provided by the standard self customization features (configurable settings) of the DOD service or Interface. Under no circumstances shall CUSTOMER modify any textual references to the COMPANY or DOD Service name, remove entirely or tamper with COMPANY logos or trademarks, delete the marketing phrases, or change the structure of the links to COMPANY (including URL and “come-from” tag). COMPANY reserves the right to install new releases of the Interface or Software from time to time, and in such event the license granted herein shall apply to such new release and CUSTOMER will no longer have access to the previous release. COMPANY makes no commitment, express or implied, as to the frequency or timing of new releases but will notify CUSTOMER in advance before installing any new releases.

File Storage. The DOD Service provides storage space for files (often referred to as Documents within Dossier) which can be associated with records in the Dossier database. These files are stored in the DOD environment and receive the same backup and disaster recovery services as the CUSTOMER’s Dossier database. The following file types may be stored: JPG, PDF, DOC, and XLS. The Total Storage Quota, and definition of which Dossier records to which they may be associated, is dependent on the number of Units included in CUSTOMER’s subscription as defined below, and as quantified in “Schedule A”. The storage quota is cumulative, and can be deployed as desired by CUSTOMER, so long as the total quota is not exceeded. Documents may be associated with Units and Repair Orders. Documents may also be associated with Parts and/or Personnel if these Dossier options are included In CUSTOMER’s subscription as quantified in “Schedule A”. Total Storage Quota is 5MB x the number of licensed units defined in Schedule A, unless additional storage is specified in Schedule A. For example, a 50 unit agreement would include 250 MB of storage, unless specifically delineated in Schedule A. CUSTOMER’s Document Storage Quota can be expanded in 1 GB increments at additional cost. Additional storage is only available if included in Schedule A.

10. Data Security and Backup Services. COMPANY will employ commercially reasonable technical and security measures intended to avoid unauthorized access to CUSTOMER’s entered data (customer’s database) within the DOD Service. CUSTOMER’s data will be backed up (copied) daily to two backup locations:

- A “local” copy will be placed in the DOD secure storage backup array. Each backup will be maintained for

seven (7) days so that the seven (7) most recent backups will be retained in online storage (the oldest backup will be deleted each day).

- In addition to the local storage, the daily backup will be copied to a secure off-site location every night. The offsite backups are also maintained for seven (7) days so that the seven (7) most recent backups will be retained in storage (the oldest backup will be deleted each day). This backup process provides for seven (7) days of both SaaS local and offsite copies of daily backup data.
- Optional – CUSTOMER accessible backups. As an additional cost option, CUSTOMER’s DOD database can be made available for download by CUSTOMER. If this option is purchased, CUSTOMER’s daily backup (in the form of a SQL Server .bak file) will be placed in a secure folder that can be retrieved by CUSTOMER personnel or their agent via FTP. The folder will always contain only the most current backup. CUSTOMER can manually or automatically retrieve the backup at whatever frequency they desire, and maintain it/them in their own storage for as long as they require. Third-party automated file transfer software is available to manage such transfers, however, COMPANY does not include manual or automatic FTP software or training as part of this service, nor do we recommend, re-sell, or warrant any specific third-party software. This option is only included if specifically included in Schedule A.

11. Disaster Recovery Service. COMPANY will perform disaster recovery services if the DOD Service fails or if CUSTOMER’s data becomes damaged or corrupted for any reason other than CUSTOMER’s willful misconduct or gross negligence. This disaster recovery service includes restoring the most current version of the Software and the most current backup of CUSTOMER’s database, and if necessary, restarting computer hardware and rebooting operating systems, or in the most severe circumstances, switching the DOD Service to other computers and/or servers as may be required to get the DOD Service operational.

12. Subscriber User Support Services. Normal User Support Services (CUSTOMER Support, End user help desk services) are available from 8:00 a.m. to 6:00 p.m. Eastern Standard or Daylight Time as applicable, Monday through Friday, on normal business days of COMPANY, on a first come, first served basis by telephone and/or e-mail. Normal User Support Services do not include training services which are optionally available and provided at prevailing fees. COMPANY will also provide Emergency Support Service for the DOD Service on a 24/7/365 basis. Emergency Support Service is limited to situations where the DOD Service is down (not



available or not accessible via internet connection) in which case services will be provided to repair, replace, or restore the DOD service. Normal User Support Services are not available via the Emergency Support Service.

13. Service Availability Guarantee. The DOD Service will be available for CUSTOMER use 24 hours a day, 365 days per year with a guarantee of not less than 98.5% uptime on a monthly basis excluding scheduled maintenance outages. In the event that COMPANY fails to achieve this uptime guarantee, COMPANY may be penalized for each hour less than guaranteed as a percentage of the CUSTOMER's monthly service fee based on the number of hours in that month (720 hours in a 30 day month, etc.). Any penalty incurred by COMPANY will be applied as a credit toward future CUSTOMER DOD Service fees. Downtime due to Internet failure, failure of your local internet connection or your Internet Service Provider (ISP) connection service, failure of your computer hardware or software, scheduled maintenance, or Force Majeure, are excluded from the service availability guarantee. The Applicable DOD Service may be unavailable from time to time due to routine maintenance or upgrades, patches or in response to hardware, software, power, or communication failures, or other technical issues. COMPANY will use commercially reasonable efforts to minimize any service disruption. COMPANY will give advance notice for planned outages which are expected on a regular basis for maintenance, upgrades, etc. Downtime associated with planned outages is excluded from the service availability guarantee.

14. Term, Termination. The term of this Agreement shall be as set forth in Schedule "A" (the "Term"). Either party may terminate the Agreement at any time for any reason by giving the other party thirty (30) days advance written notice, subject to the following terms:

(a) CUSTOMER Termination: CUSTOMER may cancel this entire Subscription Agreement and/or reduce the number of Named Users and/or optional features or modules by giving COMPANY thirty (30) days advance written notice by certified mail to COMPANY at its current corporate address identifying the exact number of Named Users and/or optional features or modules to be cancelled and by paying a cancellation fee of 50% of the Subscription Fees for the remaining portion of the Term of this agreement (the "Cancellation Fee"). Only in the event of receipt of a Cancellation Notice for the entire Subscription Agreement and upon receipt of the applicable Cancellation Fee that may be due COMPANY, CUSTOMER's DOD fleet database as of the last backup will be made available for CUSTOMER download from COMPANY's secure FTP site, in its original file format. To the extent that CUSTOMER cancels individual User Licenses and/or optionally



licensed software features or modules, the applicable monthly service fees will be adjusted accordingly. To reinstate and re-activate any licenses that are cancelled, the then prevailing set-up and monthly service fees will apply.

(b) **COMPANY Termination:** If COMPANY terminates the Agreement, upon receipt of any and all fees due COMPANY, CUSTOMER's DOD fleet database as of the last backup will be made available for CUSTOMER download from COMPANY's secure FTP site, in its original file format.

15. LIMITATION OF LIABILITY. COMPANY AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE DOD SERVICE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, COMPANY'S LIABILITY TO CUSTOMER FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO MONTHLY SERVICE FEES PAID, IF ANY, BY CUSTOMER TO COMPANY FOR THE DOD SERVICE DURING THE TERM. IN ADDITION, COMPANY WILL NOT BE LIABLE FOR THE ACTS OR OMISSIONS OF OTHER USERS (INCLUDING UNAUTHORIZED USERS, OR "HACKERS") OF ANY DOD SERVICE. THE TERMS OF THIS SECTION WILL SURVIVE ANY TERMINATION OF THIS SUBSCRIPTION AGREEMENT.

16. Service Operations. CUSTOMER is solely responsible for its use of the DOD Service and for the quality of the data contained therein, including all initial and subsequent entry of data, production and use of provided reports, and any and all content in CUSTOMER's DOD Service database.

17. Indemnification. CUSTOMER shall defend, indemnify and hold harmless COMPANY, its officers, directors, employees, agents and licensees, from and against any and all claims, liabilities, demands, damages, losses and expenses including cost of litigation and reasonable attorney's fees arising out of or relating to (i) the negligent data entry, operation or use of the DOD Service, and (ii) CUSTOMER's use of the DOD Service, including without limitation, any violation by CUSTOMER of these terms and conditions.

COMPANY agrees to release, defend, indemnify, and hold CUSTOMER, its parent, partners, subsidiaries, division affiliates, insurers, successors and assigns and each of their past, present or future respective directors, officers, agents and employees harmless from and against any costs (including reasonable attorneys' fees and



expert witness fees), losses, liabilities, claims, demands, damages, or causes of action alleging (i) that the DOD Services infringe any patent, copyright, or other intellectual property right of a third party, or (ii) that the sale of the DOD Services pursuant to this Agreement constitutes a misappropriation of any intellectual property right in the United States of America. This section will survive any termination of this Agreement.

18. Force Majeure. COMPANY will not be liable in any amount for failure to perform any obligation under this Agreement if such failure is caused by the occurrence of any unforeseen contingency beyond its reasonable control, including without limitation Internet outages, communications outages, fire, flood, war or act of God.

19. Limited Warranty

(a) COMPANY warrants that the Services will be performed in a good and workmanlike manner. If the Services should fail to meet the above warranty, COMPANY will, at its sole option, either correct or replace the Services free of charge if COMPANY is notified of the problem in writing within one (1) year from the date such Services in question were performed and the problem persists without resolve for a period of thirty (30) days. CUSTOMER shall reproduce such problem as a condition precedent to such corrective action. CUSTOMER agrees that its sole and exclusive remedy will be limited to such corrective action.

(b) Any Hardware sold hereunder is not manufactured by COMPANY and is sold under the respective brand or trade names of third party manufacturers. COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE AS TO SUCH HARDWARE, AND ALL SUCH HARDWARE IS SOLD AS IS. If requested by CUSTOMER, COMPANY will use its commercially reasonable efforts to assist CUSTOMER in submitting a warranty claim to the applicable manufacturer.

(c) COMPANY warrants, except as provided below, that the DOD Service will perform substantially in accordance with COMPANY's published specifications. If the DOD Service does not meet the above warranty, COMPANY's sole obligation hereunder shall be to provide to CUSTOMER the Subscriber User Support Services described in section 12. COMPANY does not warrant that the functions contained in the DOD Service will operate in combination with other software which may be used by the CUSTOMER, or that the Software is free from errors in the nature of what is commonly categorized by the software industry as "bugs."



OTHER THAN THE LIMITED WARRANTIES SET FORTH ABOVE, COMPANY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SERVICES AND HARDWARE INCLUDING WITHOUT LIMITATION FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR AS TO ANY OTHER MATTER, AND SUCH WARRANTIES SUPERSEDE ANY ORAL OR WRITTEN WARRANTIES MADE OR IMPLIED BY COMPANY OR IN ANY OF COMPANY'S BROCHURES, CATALOGS, LITERATURE OR OTHER MATERIALS.

20. Non-Solicitation. During the Term of this agreement and for twelve (12) months thereafter, CUSTOMER shall not directly or indirectly solicit or induce any employee or independent contractor of COMPANY to terminate or refrain from renewing or extending his or her employment or services with COMPANY, or employ, solicit or induce any such employee or independent contractor to become employed by or enter into an independent contractor relationship with CUSTOMER.

21. General Terms. This Agreement constitutes the entire agreement between CUSTOMER and COMPANY with respect to the subject matter hereof and supersedes all prior agreements between CUSTOMER and COMPANY. COMPANY and CUSTOMER agree that no failure to exercise and delay in exercising any right, power, or privilege hereunder on the part of either party shall operate as a waiver of any right, power or privilege. COMPANY and CUSTOMER further agree that no single or partial exercise of any right, power, or privilege hereunder shall preclude its further exercise. In the event that a portion of this Agreement is held unenforceable, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions will remain in full force and effect. All notices under this Agreement shall be in writing to the addresses provided herein. This Agreement will be governed by the laws of the state of California (excluding its choice of law rules). The parties agree that the U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. CUSTOMER hereby consents to jurisdiction and venue in the state courts of California for any action arising out of this Agreement. Nothing in this Agreement will be construed as creating a joint venture, partnership, employment or agency relationship between CUSTOMER and COMPANY. CUSTOMER may not assign this Agreement by operation of law or otherwise, without COMPANY's written consent, which shall not be unreasonably withheld. This Agreement will be binding on, inure to the benefit of and be enforceable against CUSTOMER and



COMPANY and their respective permitted successors and assignors. The terms of this Section will survive any termination of this Agreement.

Please Note: The Remainder of this Page is Intentionally Left Blank



SCHEDULE "A" - DOSSIER ON-DEMAND SUBSCRIPTION SERVICE AGREEMENT

This Schedule "A" is added to and made part of the DOD Subscription Service Agreement between Dossier Systems, Inc. ("COMPANY") and City of Beaumont ("CUSTOMER").

1. Subscription: This subscription covers the following DOD Service(s) functions, features, and options:

Dossier Professional Edition System with 150 maximum units

Full Named User License: One (1)

Technician Named User Licenses: Four (4)

Reporting Only Named User Licenses: Four (4)

Inventory Module

Personnel Module

Vendor Management Module

Fuel & Meter Import Module

Barcode Module

Advanced Reporting Option

2. Subscription Term: Thirty-six (36) months beginning _____ and continuing until expiration on _____.

3. Subscription Fees: The DOD Service described above will be provided at a one-time setup fee of \$ 4,398.00 and at a quarterly subscription fee of \$ 1,710.00. If applicable, a sales order form listing your purchase and initial payment requirement, including any Professional Services you purchased, will be provided along with this contract for your convenience.

4. Additional Fees: NOT APPLICABLE

5. Subscription Fee Payment Terms & Conditions: Subscription fees are payable quarterly in advance of use of the DOD Service via check or wire transfer, however, regardless of payment method, all payments must be received before the DOD Service is provided and made accessible. All invoices will be due and payable within



forty-five (45) days after the invoice date. All payments are to be made in US Dollars. Payments are considered delinquent if not paid within forty-five (45) days after the applicable invoice date stated on the invoice (“Due Date”). A late payment charge of one and one half percent (1.5%) per month will be applied to the CUSTOMER’s account if invoices are not paid by the Due Date. If COMPANY is required to take action to collect any delinquent payments hereunder, CUSTOMER will reimburse COMPANY for reasonable attorney and/or collection fees incurred in collecting the account. In addition to any collection remedies COMPANY may use, COMPANY reserves the right to disconnect or otherwise discontinue the DOD service; provided, prior to COMPANY exercising its right of Disconnection of Non-Payment, COMPANY shall have provided CUSTOMER written notice and opportunity to cure non-payment within thirty (30) days of receipt of said written notice. If CUSTOMER fails to cure its payment default and COMPANY exercises its right of Disconnection for Non-Payment, a reactivation of a service suspended for non-payment will occur upon receipt of payment in full of the amount then due, including late fees, plus a reactivation fee of \$100 per subscriber user. CUSTOMER shall pay all applicable sales, use and excise taxes.

6. **Internet Service Connection & Minimum Computer Hardware:** CUSTOMER is responsible for providing its own computers that operate on Microsoft Windows operating systems (Windows 7, Windows 8.1, Windows 10, Windows Server 2008, Windows Server 2008R2, Windows Server 2012, Windows Server 2012R2), the Microsoft RDP client, and Internet connection (ISP). The Tricerat Screwdrivers client to support remote printing is supplied as part of the DOD Service but must be installed on client computers by CUSTOMER.

7. **System Coordinator:** CUSTOMER agrees to appoint and maintain a “Dossier On-Demand Fleet Service Coordinator” who is authorized to act on its behalf to make authoritative decisions, to perform its user administration services and actions, and who will be COMPANY’s single contact source for the Company’s subscription. CUSTOMER names the following as its Coordinator: _____.

8. **Training:** COMPANY offers training services for CUSTOMER’s staff in the use of the DOD Service at additional cost. Any such training services will be provided pursuant to a separate agreement between COMPANY and CUSTOMER.



IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth below. This Agreement shall be effective upon the last date set forth below.

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

Dossier Systems, Inc.
6 Terri Lane
Suite 700
Burlington, NJ 08016

By: _____

By: *Phil Zuccarello*

Name: _____

Name: Phil Zuccarello

Title: _____

Title: Director, Finance & Administration

Date: _____

Date: 2/27/2019

OPT OUT. By checking this box, customer opts to exclude their cleansed data from the industry benchmark database as described in Data Ownership and Use - Section 6 (b) of the Dossier On-Demand Subscription Service Agreement.

Technical Overview

Key Benefits

- Eliminate Paper DVIRs, and End:
 - Lost DVIR forms between Drivers and Maintenance
 - Down Time Waiting for Review and Action
 - Transcription Errors
- Inspection Failures Automatically Create Work Pending Items
- Inspection Failures Easily Dispositioned - Create Repair Order or Repair not Required
- Repairs Confirmed - Closed Loop
- Minimal Training - Uses Standard Processes in Both Systems

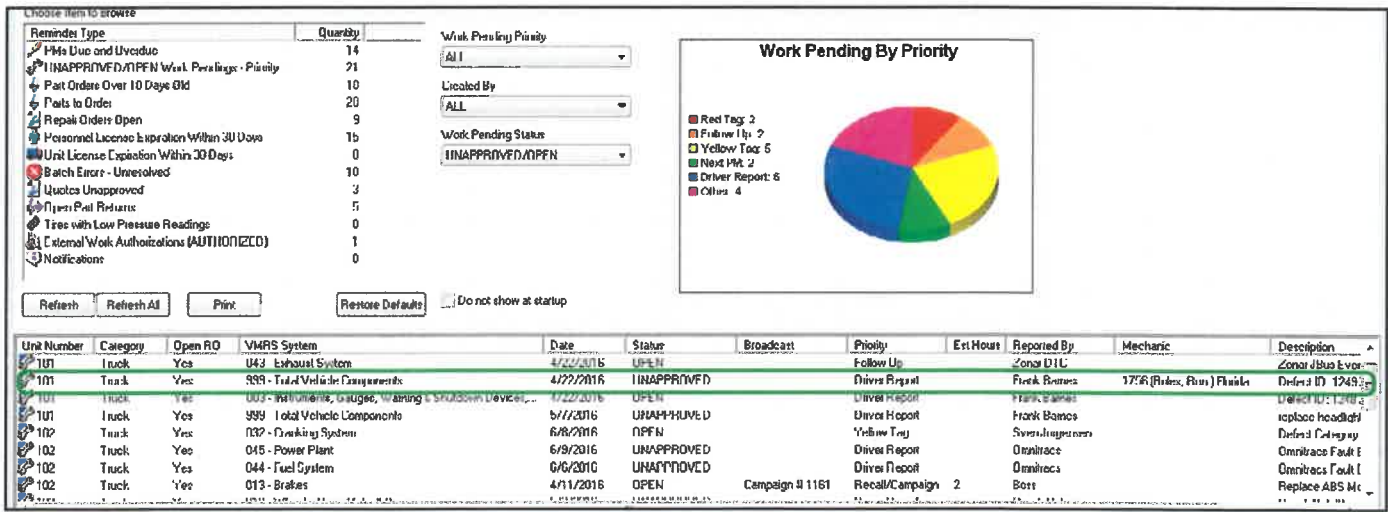


Dossier & Zonar EVIR Inspection

Dossier On-Board is an automated interface between Dossier and the Zonar Ground Traffic Control System.

Augmenting your Zonar installation with Dossier is truly a solution where the whole is greater than the sum of the parts. When you choose the

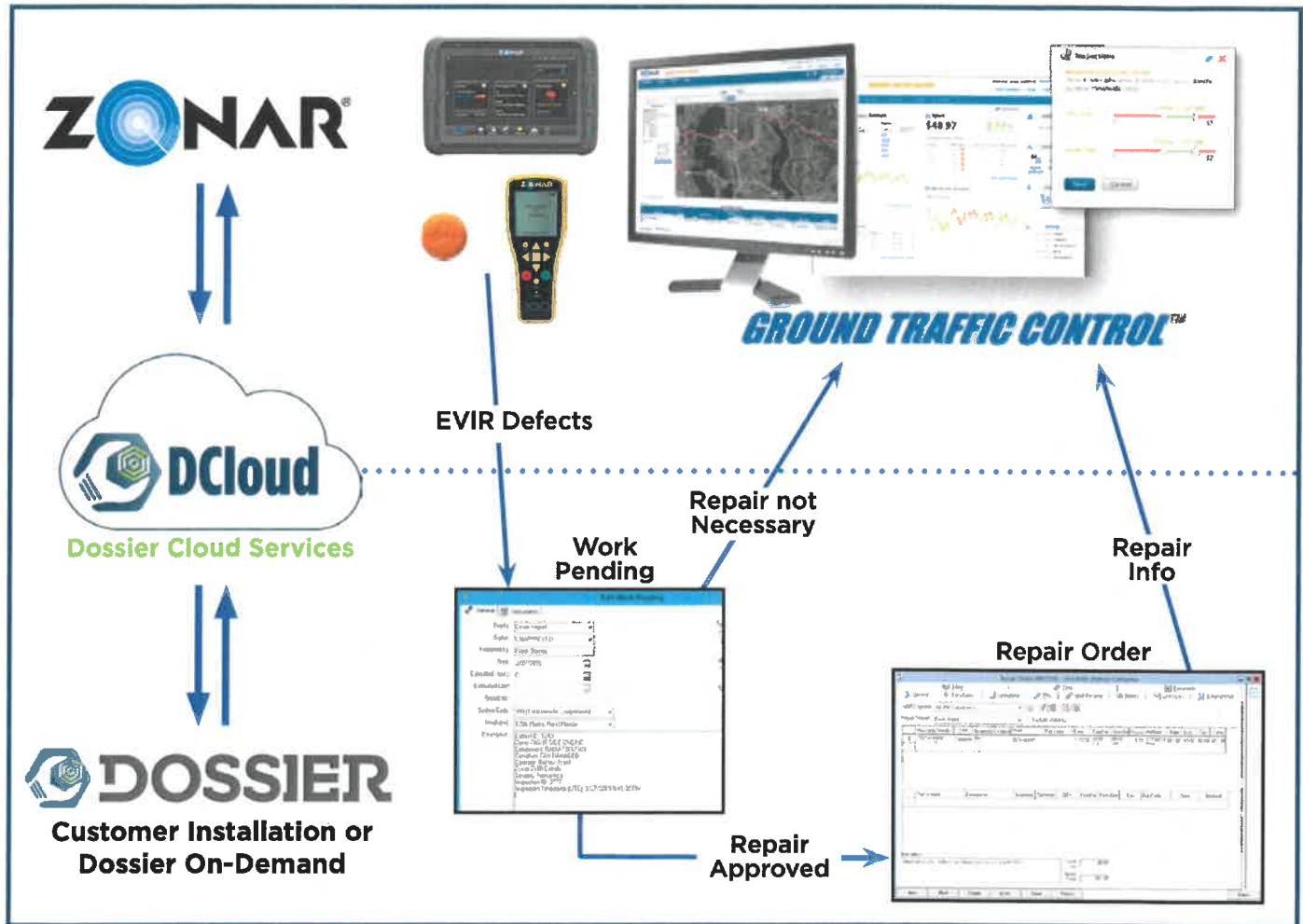
Dossier On-Board with Zonar option, you get more than just your environments exchanging data; you get real optimization of your workflows and processes! Not only is double data entry eliminated, but downtime is also reduced while lead time and miscommunication are eliminated from your process.



Work Pending By Priority

Priority	Count
Red Tag	2
Failure 1	2
Yellow Tag	5
Next PM	2
Driver Report	6
Other	4

Unit Number	Category	Open RO	VMRS System	Date	Status	Broadcast	Priority	Est Hours	Reported By	Mechanic	Description
101	Truck	Yes	043 - Exhaust System	4/22/2016	OPEN		Follow Up		Zonar DILL		Zonar Bus Evor...
101	Truck	Yes	999 - Total Vehicle Components	4/22/2016	UNAPPROVED		Driver Report		Frank Barnes	1776 (Rubex, Bus) Flashes	Defect ID 1349...
101	Truck	Yes	003 - Inspections, Insuges, Warning & Shutdown Devices...	4/22/2016	OPEN		Driver Report		Frank Barnes		Defect ID 1248...
101	Truck	Yes	999 - Total Vehicle Components	6/7/2016	UNAPPROVED		Driver Report		Frank Barnes		scp000 hood/dri...
102	Truck	Yes	037 - Braking System	6/9/2016	OPEN		Yellow Tag		OmniTrac		Defect Catalog...
102	Truck	Yes	045 - Power Plant	6/9/2016	UNAPPROVED		Driver Report		OmniTrac		OmniTrac Fault E...
102	Truck	Yes	044 - Fuel System	6/6/2016	UNAPPROVED		Driver Report		OmniTrac		OmniTrac Fault I...
102	Truck	Yes	013 - Brakes	4/11/2016	OPEN	Campaign # 1161	Recall/Campaign	2	Bot		Replace ABS Mc...



Key Elements and Information Transmitted between Zonar and Dossier
 See page 3 for a description of Workflow

A key element is that the integration is completely seamless; meaning that:

- Communication happens automatically in the background.
- The user experience in both systems is not affected; minimal training is needed.
- It's easy to identify which Work Pending (WP) items in Dossier came from Zonar, using standard sorting and filtering on the Daily Reminder. Likewise, it is easy to see the Dossier-relevant info in Ground Traffic Control.

The EVIR - Dossier Process

The process begins with the EVIR. If any defects are noted in the EVIR, these are automatically pulled in by Dossier which will then auto-create a WP. Normal Dossier processes will then drive a repair workflow - with a repair confirmation or repair not needed disposition back to the Zonar system to support compliance and to help get your vehicle back into service fast.

Technical Overview

DCloud Makes it Easy

Communications are managed through Dossier Cloud Services (DCloud) so setup and management of the interface is a snap. DCloud also provides a mechanism that insulates your Dossier systems from all of the low-level communications, meaning that updates from either Zonar or Dossier Systems can be handled with ease and normally without downtime.

DCloud and Dossier also use an External Identifier to map Units/Assets between the systems. This means that you can use the same unit ID in both systems, or they can be different. This is helpful if both systems have already been implemented and you want to avoid changing IDs.

Workflow

Following are the steps and decisions that take place when Dossier is integrated with your Zonar EVIR processes.

Inspection

- **No Defects**
 - Maintenance not involved
 - Vehicle OK for Safe Operation
- **Inspection With Defects**
 - Dossier retrieves EVIR Defects
 - Dossier creates WP including all relevant data including Unit, EVIR number, date. WP typically set to "Unapproved" Status

Workflow (continued)

Work Pending Management

- **Work Pending Item Approved for Repair**
 - WP is reviewed and dispositioned by authorized person in Dossier that a repair is necessary. In one step one of the following can be accomplished (see below):
 - The WP can be "Approved" (and later scheduled for repair)
 - The WP can be "Approved" and a Repair Order (RO) created
- **Repair Not Necessary**
 - WP reviewed and dispositioned by authorized person in Dossier as "Repair Unnecessary for Safe Operation"
 - Dossier transmits to Zonar that the Repair is not necessary for safe operation
 - The WP can be "Closed"
 - The WP can be left Open so that the repair will be completed in the future

063 - Satellite Communications System	1/28/2015	OPEN	Yellow Tag		Jim
016 - Suspension	1/30/2015	UNAPPROVED	Red Tag	2	Zonar
015 - Steering			Red Tag		Tech
003 - Instrum			Approve		Big Boss
003 - Instrum			Approve & Create New R/O		Big Boss
999 - Total V			Repair Unnecessary for Safe Operation		Frank Barnes
999 - Total V			Repair Unnecessary for Safe Operation (Leave Open)		Frank Barnes
052 - Electric			Next PM	2	Bob
017 - Tires, Tubes, Liners & Valves	1/28/2015	OPEN	Next PM		JACK

Technical Overview

Workflow (continued)

Repair Management

- **WP is Completed on an RO**
 - Once the Repair is completed, Dossier contacts Ground Traffic Control and communicates that the Defect has been resolved
 - The information transmitted includes which technician did the repair, date & time, and Dossier RO Number

Close the Loop

Confirmation of Repair Order and Technician info back to Zonar from Dossier “closes-the-loop” and keeps drivers and dispatch informed, and supports safety and compliance.

Zonar EVIR Data Transfer Details:

E-DVIR Inspection	Inspection ID	Yes
	Multiple Defects	Yes
	Separate Defect ID	Yes
	Update Defect	Yes
	Close Defect	Yes
	Defect-Associated Photo	No
	Store RO Number	Yes
	Store Technician	Yes
	Meter Reading (Manual)*	Yes

* Importing Meter Readings into Dossier from E-DVIR Inspections Requires Both Meters and Inspection Dossier On-Board Options.

Note: Tables show partner functions available in Dossier On-Board. Partner may have additional functionality not available in Dossier.

Zonar Minimum Requirements:

- All Devices Supported

Staff Report

TO: Mayor and City Council Members

FROM: Christina Taylor, Community Development Director

DATE: March 5, 2019

SUBJECT: Tentative Tract Map 29267 (West of Beaumont Avenue and North of Oak Valley Parkway, Noble Creek Specific Plan) One-Year Time Extension

Background and Analysis:

Tentative Tract Map 29267 (99-TM-02) was approved by City Council on December 16, 1999, and was subsequently litigated. Upon execution of a settlement agreement the effective approval date became May 25, 2006, for a two-year period. Additionally, The City Council approved a one-year extension until May 25, 2009.



Location

The following California bills also extended the map for seven (7) years in California:

- SB 1185 – Automatic 1 year extension (Extension until May 25, 2010)
- AB 333 – Automatic 2 year extension (Extension until May 25, 2012)
- AB 208 – Automatic 2 year extension (Extension until May 25, 2014)
- AB 116 – Automatic 2 year extension (Extension until May 25, 2016)

The City Council has approved three additional one-year extensions for the map resulting in an expiration of May 25, 2019.

The Subdivision Map Act (66463.5(c)) allows the applicant to apply for a maximum of six (6) additional one-year extensions. The applicant is currently requesting their fifth one-year extension as construction has not commenced. If approved, the map will expire on May 25, 2020, with one additional extension remaining for consideration.

There are no unusual or changed circumstances which affect this map or the consideration of a time extension.

Fiscal Impact:

The proposed map extension has no fiscal impact.

Finance Director Review:  _____

Recommendation:

1. Approve a one-year extension of time for the approval of Tentative Tract Map 29267.

City Manager Review:  _____

Staff Report

TO: Mayor and Council Members

FROM: Kevin Norville, Public Works Manager

DATE: March 5, 2019

SUBJECT: Pardee Tract Map Acceptance – Amended Tract Map 31470-3, Amended Tract Map 31470-4, Tract Map 31470-5, Tract Map 31470-6

Background and Analysis:

The developer, Pardee Homes, is requesting tract map acceptance for the following tracts:

- Amended Tract Map 31470-3
- Amended Tract Map 31470-4
- Tract Map 31470-5
- Tract Map 31470-6

The aforementioned tracts are located south of Cougar Way, North of Oak Valley Parkway, east of Highland Springs Avenue, and west of Starlight Avenue. Attachment A contains an aerial depiction of the property. These tracts are part of the Sundance Specific Plan. Tract 31470 will be a private tract. Tract map 31470-3 was originally accepted by City Council on March 20, 2018. The amended tract reflects lot line adjustments for the entire property. Tract map 31470-4 was originally accepted by City Council on May 1, 2018. The amended tract reflects lot line adjustments for the entire property.

The tract maps include public utility easements that will allow all utility purveyors to operate and maintain their respective utility within the development. The developer will place survey monumentation within the development. Traffic circulation will not be an issue since the development contains road connection to Highland Springs Avenue, Starlight Avenue, and Cougar Way.

Staff has verified that the tract maps conform to the Beaumont Municipal Code and Subdivision Map Act requirements. Staff recommends acceptance of all the aforementioned tract maps.

Fiscal impact:

There is no fiscal impact in accepting the aforementioned tract maps. Once City Clerk signs the maps, developer will be responsible for recording the maps with Riverside County Recorder's Office.

Finance Director Review: 

Recommendation:

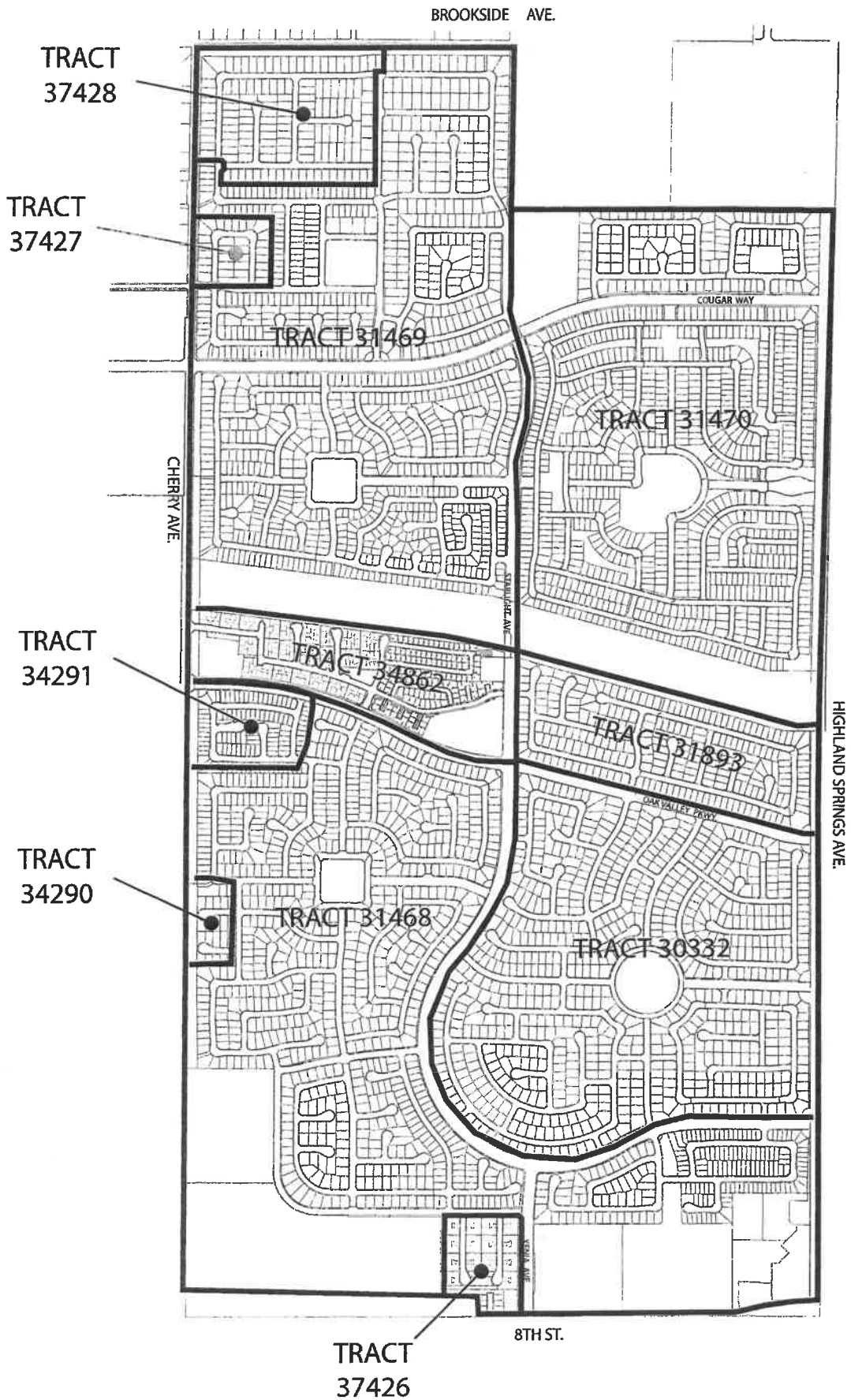
1. Accept Amended Tract Map No. 31470-3, Amended Tract Map No. 314704, Tract Map No. 31470-5, Tract Map No. 31470-6; and
2. Authorize the City Clerk to sign the tract map title sheets for recordation with the Riverside County Recorder.

City Manager Review: 

Attachments:

- A. Sundance Specific Plan Exhibit
- B. Amended Tract Map 31470-3 Exhibit
- C. Amended Tract Map 31470-4 Exhibit
- D. Tract Map 31470-5 Exhibit
- E. Tract Map 31470-6 Exhibit

Attachment "A"
Sundance Specific Plan Exhibit



Attachment "B"

Amended Tract Map 31470-3 Exhibit

THIS SUBDIVISION CONTAINS 205 NUMBERED LOTS 20 LETTERED LOTS 225 LOTS TOTAL 2513 ACRES GROSS

AMENDED TRACT NO. 31470-3

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

OWNER'S STATEMENT
I HEREBY STATE THAT I AM THE OWNER OF THE LAND AND INTEREST WITHIN THE SUBDIVISION SHOWN HEREIN, THAT I AM THE ONLY PERSONS WHOSE INTEREST IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND, THAT I AM CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTRICT BORDER LINE.

THE REAL PROPERTY ASSIGNED BELOW IS DESIGNATED AS AN EXEMPT FOR PUBLIC PURPOSES. THE REAL PROPERTY ASSIGNED BELOW IS DESIGNATED AS AN EXEMPT FOR PUBLIC PURPOSES. THE REAL PROPERTY ASSIGNED BELOW IS DESIGNATED AS AN EXEMPT FOR PUBLIC PURPOSES. THE REAL PROPERTY ASSIGNED BELOW IS DESIGNATED AS AN EXEMPT FOR PUBLIC PURPOSES. THE REAL PROPERTY ASSIGNED BELOW IS DESIGNATED AS AN EXEMPT FOR PUBLIC PURPOSES.

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BEING A SUBDIVISION OF LOTS 7, 7-D, AND 7-E, AND PORTIONS OF LOTS 3, 5 AND 6, INCLUDING, OF TRACT NO. 35574 AS FILED IN BOOK 427, PAGES 65 THROUGH 70, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, AND A PORTION OF PARCEL "A" OF LOT LINE ADJACENT TO NO. 14-1A-001, RECORDED JUNE 27, 2014, AS DOCUMENT NO. 2014-0236827 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 35, T. 2 S., R. 1 W., S.B.M.

Michael Baker INTERNATIONAL

THE COLLECTOR'S CERTIFICATE
I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES AND A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE PAID AS FOLLOWS:

THE BOND CERTIFICATE
BY THE SIGNATURE OF SAID COLLECTOR, SAID BOND HAS BEEN RECEIVED 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 ONLY APPROVED BY SAID BOARD OF SUPERVISORS.

NOTARY ACKNOWLEDGEMENT
I, a Notary Public in and for the State of California, do hereby certify that the foregoing is a true and correct copy of the original instrument which this certificate is attached, and that the instrument is a true and correct copy of the original instrument.

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RECORDER'S STATEMENT
I HEREBY STATE THAT THE ABOVE MAP WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, ON THIS DATE, AND THAT THE INSTRUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT.

RECORDER'S STATEMENT
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AMENDED TRACT NO. 31470-3

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

SHEET 2 OF 11 SHEETS

BEING A SUBDIVISION OF LOTS 7, 10th AND 11th, AND PORTIONS OF LOTS 3, 5 AND 6, INCLUSIVE, OF TRACT NO. 35574 AS FILED IN BOOK 427, PAGES 65 THROUGH 70, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, AND A PORTION OF PARCEL "A" OF LOT LINE ADJUSTMENT NO. 14-114-001, RECORDED JUNE 27, 2014 AS DOCUMENT NO. 2014-0238927 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 35, T. 2 S., R. 1 E., S4574.

Michael Baker INTERNATIONAL

SURVEYOR'S STATEMENT

I, CHRISTOPHER LEE ALBERTS, SURVEYOR STATE THAT I AM A LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA LICENSE NO. 10000. I HAVE PERSONALLY CONDUCTED THE SURVEY AND THE CORRECTIONS SHOWN ON THIS AMENDED MAP ARE THE RESULT OF MY SUPERVISION AS CORRECTED MAP OF THE SUBDIVISION MAP ACT, AND THE NAMES OF THE PRESENT FEE OWNERS OF THE PROPERTY REFERRED ARE AS FOLLOWS:

PARCEL NAME: A CALIFORNIA CORPORATION

DATE: _____, 20__

CHRISTOPHER LEE ALBERTS, L.S. 8808



CITY ENGINEER'S STATEMENT

I HEREBY STATE THE WITHIN AMENDED MAP OF TRACT NO. 31470-3, CONSISTING OF EGRESS SHEETS, HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION, AND AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATE: _____, 20__

JAY S. FARRON, P.E., L.S. NO. 8897
CITY ENGINEER, CITY OF BEAUMONT

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THE WITHIN AMENDED MAP OF TRACT NO. 31470-3, CONSISTING OF EGRESS SHEETS, HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION, AND AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATE: _____, 20__

JAY S. FARRON, P.E., L.S. NO. 8897
CITY SURVEYOR, CITY OF BEAUMONT

BEAUMONT CITY COUNCIL CERTIFICATE

THE CITY OF BEAUMONT, STATE OF CALIFORNIA, BY ITS CITY COUNCIL, HEREBY APPROVES THIS AMENDED MAP FOR TRACT NO. 31470-3, AND THAT:

THE DEDICATION FOR PUBLIC UTILITY EGRESS SHEETS TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR PUBLIC STREET AND UTILITY MAINTENANCE VEHICLE PARKING WITHIN LOTS 9, AND 10, (OVERSEER WAY), LOTS 10, AND 11, (SANDSTONE WAY), LOT 12, AND 13, (SANDSTONE DRIVE), LOT 14, (SANDSTONE DRIVE), LOT 15, (SANDSTONE DRIVE), LOTS 16 AND 17, (SANDSTONE DRIVE), LOT 18, (SANDSTONE DRIVE), LOTS 19 AND 20, (SANDSTONE DRIVE), LOT 21, (SANDSTONE DRIVE), LOT 22, (SANDSTONE DRIVE), LOT 23, (SANDSTONE DRIVE), LOT 24, (SANDSTONE DRIVE), LOT 25, (SANDSTONE DRIVE), LOT 26, (SANDSTONE DRIVE), LOT 27, (SANDSTONE DRIVE), LOT 28, (SANDSTONE DRIVE), LOT 29, (SANDSTONE DRIVE), LOT 30, (SANDSTONE DRIVE), LOT 31, (SANDSTONE DRIVE), LOT 32, (SANDSTONE DRIVE), LOT 33, (SANDSTONE DRIVE), LOT 34, (SANDSTONE DRIVE), LOT 35, (SANDSTONE DRIVE), LOT 36, (SANDSTONE DRIVE), LOT 37, (SANDSTONE DRIVE), LOT 38, (SANDSTONE DRIVE), LOT 39, (SANDSTONE DRIVE), LOT 40, (SANDSTONE DRIVE), LOT 41, (SANDSTONE DRIVE), LOT 42, (SANDSTONE DRIVE), LOT 43, (SANDSTONE DRIVE), LOT 44, (SANDSTONE DRIVE), LOT 45, (SANDSTONE DRIVE), LOT 46, (SANDSTONE DRIVE), LOT 47, (SANDSTONE DRIVE), LOT 48, (SANDSTONE DRIVE), LOT 49, (SANDSTONE DRIVE), LOT 50, (SANDSTONE DRIVE), LOT 51, (SANDSTONE DRIVE), LOT 52, (SANDSTONE DRIVE), LOT 53, (SANDSTONE DRIVE), LOT 54, (SANDSTONE DRIVE), LOT 55, (SANDSTONE DRIVE), LOT 56, (SANDSTONE DRIVE), LOT 57, (SANDSTONE DRIVE), LOT 58, (SANDSTONE DRIVE), LOT 59, (SANDSTONE DRIVE), LOT 60, (SANDSTONE DRIVE), LOT 61, (SANDSTONE DRIVE), LOT 62, (SANDSTONE DRIVE), LOT 63, (SANDSTONE DRIVE), LOT 64, (SANDSTONE DRIVE), LOT 65, (SANDSTONE DRIVE), LOT 66, (SANDSTONE DRIVE), LOT 67, (SANDSTONE DRIVE), LOT 68, (SANDSTONE DRIVE), LOT 69, (SANDSTONE DRIVE), LOT 70, (SANDSTONE DRIVE), LOT 71, (SANDSTONE DRIVE), LOT 72, (SANDSTONE DRIVE), LOT 73, (SANDSTONE DRIVE), LOT 74, (SANDSTONE DRIVE), LOT 75, (SANDSTONE DRIVE), LOT 76, (SANDSTONE DRIVE), LOT 77, (SANDSTONE DRIVE), LOT 78, (SANDSTONE DRIVE), LOT 79, (SANDSTONE DRIVE), LOT 80, (SANDSTONE DRIVE), LOT 81, (SANDSTONE DRIVE), LOT 82, (SANDSTONE DRIVE), LOT 83, (SANDSTONE DRIVE), LOT 84, (SANDSTONE DRIVE), LOT 85, (SANDSTONE DRIVE), LOT 86, (SANDSTONE DRIVE), LOT 87, (SANDSTONE DRIVE), LOT 88, (SANDSTONE DRIVE), LOT 89, (SANDSTONE DRIVE), LOT 90, (SANDSTONE DRIVE), LOT 91, (SANDSTONE DRIVE), LOT 92, (SANDSTONE DRIVE), LOT 93, (SANDSTONE DRIVE), LOT 94, (SANDSTONE DRIVE), LOT 95, (SANDSTONE DRIVE), LOT 96, (SANDSTONE DRIVE), LOT 97, (SANDSTONE DRIVE), LOT 98, (SANDSTONE DRIVE), LOT 99, (SANDSTONE DRIVE), LOT 100, (SANDSTONE DRIVE).

THE DEDICATION OF AN EGRESS FOR PUBLIC UTILITIES, DRAINAGE AND MAINTENANCE PURPOSES OVER LOT 18 IS ACCEPTED, SUBJECT TO IMPROVEMENTS.

THE DEDICATION OF AN EGRESS FOR PUBLIC UTILITIES AND MAINTENANCE PURPOSES OVER LOT 19 IS ACCEPTED, SUBJECT TO IMPROVEMENTS.

THE DEDICATION OF THE EGRESS FOR STORM DRAIN PURPOSES OVER LOTS 204 AND 205, AND PORTIONS OF LOTS 188 AND 189, ARE ACCEPTED, SUBJECT TO IMPROVEMENTS.

THE DEDICATION OF THE EGRESS FOR PUBLIC UTILITY PURPOSES SHOWN AS "3" PACE OVER LOTS 1 THROUGH 205, INCLUSIVE, IS ACCEPTED, SUBJECT TO IMPROVEMENTS.

AND RESPECT TO SECTIONS 6544 AND 6549, 20.2 OF THE SUBDIVISION MAP ACT, THE APPROVAL AND REVISION OF THIS AMENDED MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING:

THOSE PORTIONS OF AN EGRESS FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES ACQUIRED BY THE CITY OF BEAUMONT AS LOTS 10 AND 11 OF TRACT NO. 35574 AS FILED IN BOOK 427, PAGES 65 THROUGH 70, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LINES WITHIN THE BOUNDARY OF THIS TRACT MAP, (SHOWN ON SHEET 3 HEREOF, AS REFERENCE TO LOCATION ONLY).

DATE: _____, 20__

CITY CLERK, CITY OF BEAUMONT,
RIVERSIDE COUNTY, CALIFORNIA

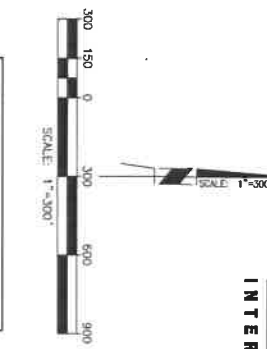
SIGNATURE COMPLETION NOTE

- 1) SIGNATURE COMPLETION NOTE FOR THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EGRESS AND/OR OTHER INTERESTS HAVE BEEN OBTAINED:
- 2) SIGNATURE COMPLETION NOTE FOR THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED MARCH 20, 2014 AS INSTRUMENT NO. 2014-011504 OF OFFICIAL RECORDS (SHOWN AS LOCATED FROM THE RECORD DOCUMENT):
- 3) SIGNATURE COMPLETION NOTE FOR THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED MARCH 20, 2014 AS INSTRUMENT NO. 2014-011504 OF OFFICIAL RECORDS (SHOWN AS LOCATED FROM THE RECORD DOCUMENT):
- 4) SIGNATURE COMPLETION NOTE FOR THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED APRIL 23, 2018 AS INSTRUMENT NOS. 2018-015944, 2018-015945, 2018-015946 AND 2018-015947, ALL OF OFFICIAL RECORDS.
- 5) SIGNATURE COMPLETION NOTE FOR THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED JUNE 13, 2018 AS INSTRUMENT NO. 2018-023892, RECORDED JUNE 29, 2018 AS INSTRUMENT NO. 2018-0282173, RECORDED JUNE 29 AS INSTRUMENT NO. 2018-0282174, AND RECORDED OCTOBER 31, 2018 AS INSTRUMENT NO. 2018-028913, ALL OF OFFICIAL RECORDS.

AMENDED TRACT NO. 31470-3

BEING A SUBDIVISION OF LOTS 7, 10 AND 11, AND PORTIONS OF LOTS 3, 5 AND 6, INCLUSIVE, OF TRACT NO. 35574 AS FILED IN BOOK 427, PAGES 65 THROUGH 70, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA; AND A PORTION OF PARCEL "A" OF LOT 11, ADJUSTMENT NO. 14-11A-001, RECORDED JUNE 27, 2014, AS DOCUMENT NO. 2014-0236827 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; BEING LOCATED IN SECTION 35, T. 2 S., R. 1 W., S.B.M.

Michael Baker INTERNATIONAL



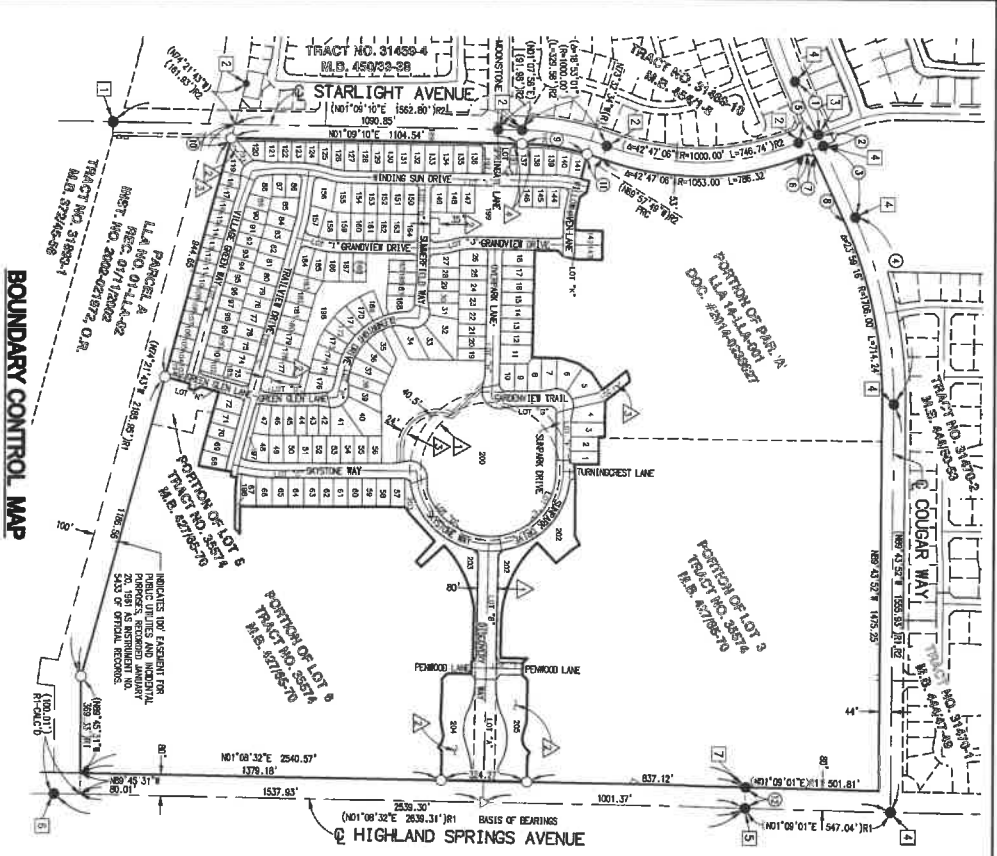
BEARING/DELTA	RADIUS	LENGTH
1 (062°16'52"E	220.00'	91.02'
2 (069°16'52"E	46.45'	19.25'
3 (088°16'52"E	286.53'	117.82'
4 (127°44'52"E	1732.00'	732.00'
5 (127°44'52"E	14.23'	6.14'
6 (127°44'52"E	33.22'	14.42'
7 (174°42'56"E	220.00'	91.02'
8 (180°16'52"E	282.66'	120.86'
9 (181°16'52"E	282.66'	120.86'
10 (174°21'43"W	54.74'	23.78'
11 (083°51'57"W	947.00'	398.00'
12 (083°51'57"W	80.00'	35.00'

BASIS OF BEARINGS NOTE
 THE BEARING OF 101°06'32"E ALONG THE CONTROL LINE OF HIGHLAND SPRINGS AVENUE AS SHOWN ON TRACT MAP NO. 35574, M.B. 427/65-70, RECORDED AS RIVERSIDE COUNTY, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.



SURVEYOR'S NOTES:

- (1) (N) - DENOTES RECORDED DATA PER TRACT NO. 35574, FILED IN MAP BOOK 427, PAGES 65 THROUGH 70, INCLUSIVE, RECORDS OF THE COUNTY OF RIVERSIDE, AND INCORPORATED, UNLESS OTHERWISE NOTED.
- (1) (P) - DENOTES RECORDED DATA PER TRACT NO. 31469-A, FILED IN MAP BOOK 450, PAGES 33 THROUGH 34, INCLUSIVE, RECORDS OF THE COUNTY OF RIVERSIDE, AND INCORPORATED, UNLESS OTHERWISE NOTED.
- ALL MONUMENTS SHOWN AS SET WILL BE SET WITHIN ONE YEAR AFTER THE ACCEPTANCE OF IMPROVEMENTS BY THE CITY COUNCIL.
- SET 1" IRON PIPE TAGGED "L.S. 8508" FLUSH, OR LEAD, TACK AND TAG "L.S. 8508" FLUSH, IN CONJUNCTION WITH ALL EXISTING IRON PIPE TAGS AND TAGS, IN THE SUDEN LOT CORNER, REAR CORNER, AND FRONT CORNERS WHICH ABUT A PRIVATE STREET, SET LEAD, TACK AND TAG "L.S. 8508" IN CONCRETE ON A 4.75' OFFSET INSIDE THE STREET RIGHT-OF-WAY ON SIDE LOT LINES PRODUCED.
- SET 1" IRON PIPE TAGGED "L.S. 8508" FLUSH, OR LEAD, TACK AND TAG "L.S. 8508" FLUSH, IN CONCRETE.
- SET COPPER-NICKEL MONUMENT STAMPED "L.S. 8508" FLUSH.
- DENOTES ROUND MONUMENT AS NOTED AND REFERENCED HEREON:
 - FOUND 2" IRON PIPE W/7/16 "L.S. 6185", FLUSH IN GROUND PER TRACT NO. 31893-1, M.B. 372/45-58.
 - COPPER-NICKEL MONUMENT STAMPED "L.S. 8508" OR 1" IRON PIPE TAGGED "L.S. 8508" OR LEAD, TACK AND TAG "L.S. 8508" TO BE SET PER TRACT NO. 31469-A, M.B. 450/33-38.
 - FOUND COPPER-NICKEL MONUMENT STAMPED "L.S. 8508" TO BE SET PER TRACT NO. 31469-1, M.B. 446/5-11.
 - COPPER-NICKEL MONUMENT STAMPED "L.S. 8508" TO BE SET PER TRACT NO. 31470-1, M.B. 444/47-49.
 - FOUND 1-1/2" BRASS CAP WITH PUNCH MARK, (N) 0.7, PER TRACT NO. 35574, M.B. 427/65-70, ACCEPTED AS SE CON SEC 35.
 - FOUND 1" IRON PIPE W/7/16 "L.S. 7930", FLUSH, PER TRACT NO. 35574, M.B. 427/65-70.



BOUNDARY CONTROL MAP

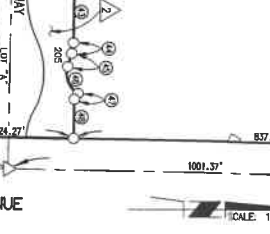
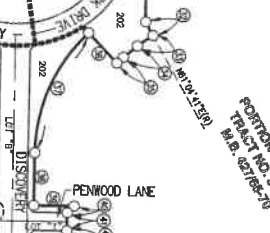
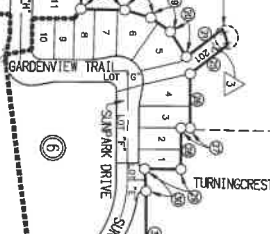
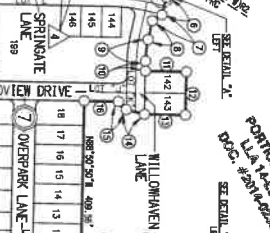
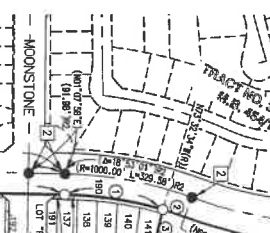
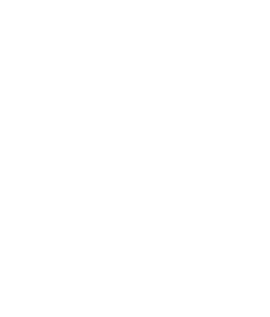
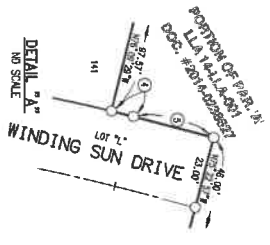
- EASEMENT NOTES:**
- INDICATES AN EASEMENT FOR PUBLIC STREET AND UTILITY PURPOSES, REFERENCED TO LOCATION ONLY, ABANDONED HEREON, MAINTENANCE THEREOF.
 - INDICATES AN EASEMENT IN FAVOR OF PUBLIC UTILITY PURPOSES AND THE MAINTENANCE THEREOF.
 - INDICATES AN EASEMENT IN FAVOR OF BEAUMONT CHERRY VALLEY WATER DISTRICT FOR PUBLIC UTILITY PURPOSES AND THE MAINTENANCE THEREOF.
 - INDICATES AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA ELECTRIC COMPANY FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS AND INCIDENTAL SYSTEMS AND INCIDENTAL PURPOSES, RECORDED APRIL 25, 2018 AS INSTRUMENT NO. 2018-0159464 OF OFFICIAL RECORDS.
 - INDICATES AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA ELECTRIC COMPANY FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS AND INCIDENTAL SYSTEMS AND INCIDENTAL PURPOSES, RECORDED APRIL 25, 2018 AS INSTRUMENT NO. 2018-0159465 OF OFFICIAL RECORDS.
 - INDICATES AN EASEMENT IN FAVOR OF FRONTIER CALIFORNIA INC. FOR FIXTURES AND/OR FACILITIES AS INSTRUMENT NO. 2018-0238909 OF OFFICIAL RECORDS.
 - INDICATES AN EASEMENT IN FAVOR OF FRONTIER CALIFORNIA INC. FOR FIXTURES AND/OR FACILITIES AS INSTRUMENT NO. 2018-0428213 OF OFFICIAL RECORDS.
 - INDICATES AN EASEMENT IN FAVOR OF FRONTIER CALIFORNIA INC. FOR FIXTURES AND/OR FACILITIES AS INSTRUMENT NO. 2018-0428213 OF OFFICIAL RECORDS.
 - INDICATES AN EASEMENT IN FAVOR OF THE CITY OF BEAUMONT FOR PUBLIC UTILITY PURPOSES AND THE MAINTENANCE THEREOF, AS INDICATED HEREON.

AMENDED TRACT NO. 31470-3

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

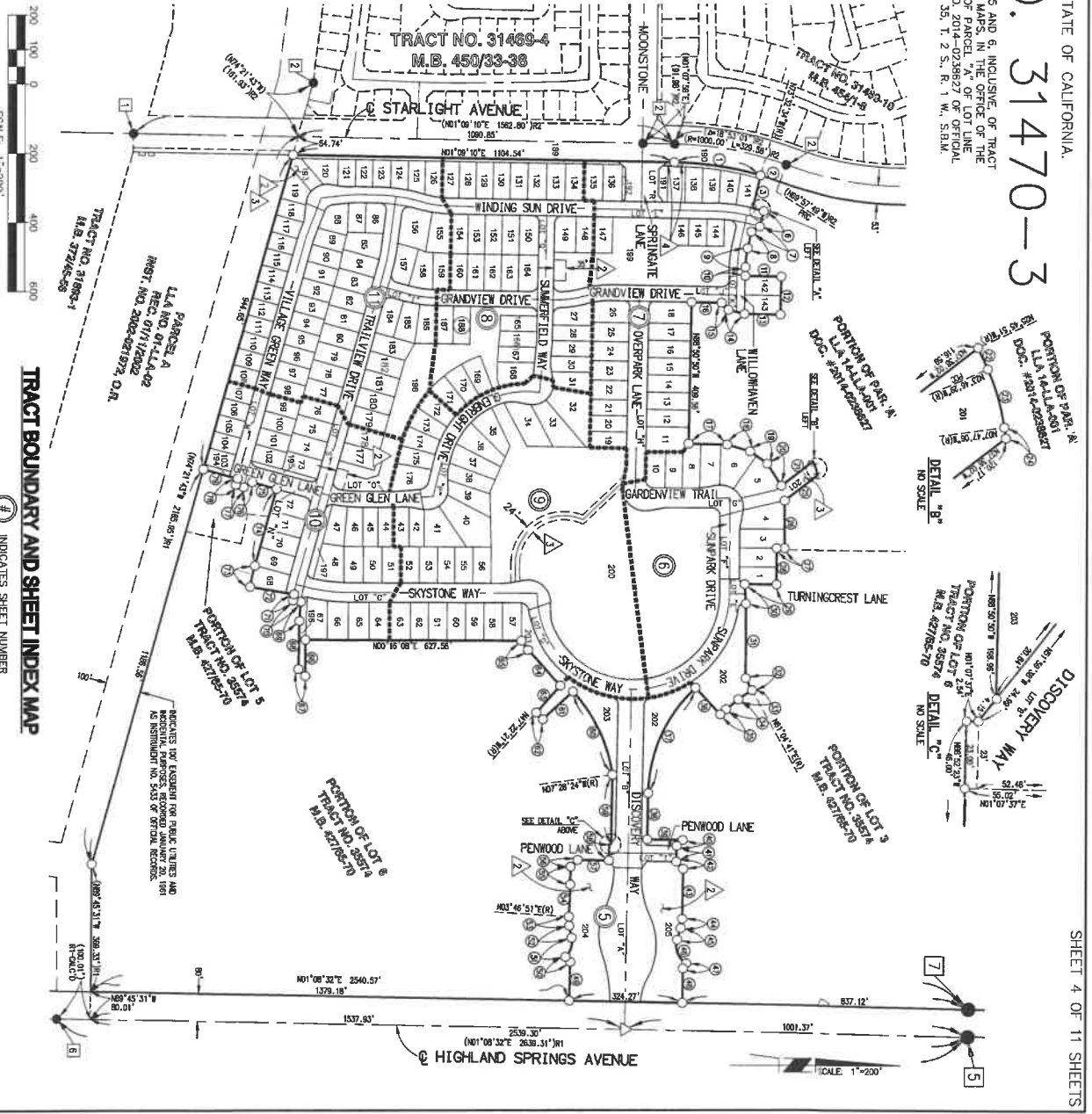
BEING A SUBDIVISION OF LOTS 7, 7-D AND 7-E, AND PORTIONS OF LOTS 3, 5 AND 6, INCLUSIVE, OF TRACT NO. 35574 AS FILED IN BOOK 427, PAGES 65 THROUGH 70, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA; AND A PORTION OF PARCEL "A", OF LOT LINE ADJUSTMENT NO. 14-LA-001, RECORDED JUNE 27, 2014 AS DOCUMENT NO. 2014-0238827 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; BEING LOCATED IN SECTION 35, T. 2 S., R. 1 W., S18M.

Michael Baker INTERNATIONAL



NOTE:
SEE SHEET 3 FOR BOUNDARY CONTROL, EASEMENTS, SURVEYOR NOTES, MONUMENT NOTES, VICINITY MAP AND BASIS OF BEARINGS.

BEARING/DELTA	POINTS	LENGTH	BEARING/DELTA	POINTS	LENGTH
1	15 18 16"	547.00'	41	N88° 02' 25" W	46.00'
2	03 54 46"	641.00'	42	N44° 50' 24" E	28.20'
3	N95° 09' 29" (N)	97.57'	43	N88° 50' 50" W	144.20'
4	00 42 32"	523.00'	44	N15° 00' 10" E	105.00'
5	N14° 51' 02" E	26.33'	45	N72° 42' 35" W	35.35'
6	N87° 26' 30" W	26.33'	46	N87° 52' 22" W	61.00'
7	N33° 23' 30" W	26.33'	47	N67° 38' 27" (S)	17.30'
8	N17° 26' 02" W	48.47'	48	N88° 52' 06" W	282.78'
9	1 22 47"	55.02'	49	N88° 53' 06" W	112.04'
10	N88° 50' 50" W	20.24'	50	N88° 53' 17" (S)	20.00'
11	N01° 09' 10" E	105.00'	51	S8° 57' 15" E	81.00'
12	N88° 50' 50" W	110.00'	52	N78° 29' 16" E	35.97'
13	N01° 09' 10" E	105.00'	53	N1° 23' 25" E	168.00'
14	N01° 09' 10" E	105.00'	54	N88° 50' 50" W	28.20'
15	N01° 09' 10" E	105.00'	55	N88° 50' 50" W	282.00'
16	N01° 09' 10" E	105.00'	56	N43° 51' 36" W	51.90'
17	N01° 09' 10" E	105.00'	57	N01° 09' 10" E	81.00'
18	N01° 09' 10" E	105.00'	58	N88° 52' 23" W	48.00'
19	N01° 09' 10" E	105.00'	59	N88° 50' 50" W	196.95'
20	N01° 09' 10" E	105.00'	60	S8° 57' 15" E	442.00'
21	N01° 09' 10" E	105.00'	61	N42° 30' 51" (S)	119.00'
22	N01° 09' 10" E	105.00'	62	N88° 50' 50" W	333.00'
23	N01° 09' 10" E	105.00'	63	N47° 54' 18" E	17.44'
24	N01° 09' 10" E	105.00'	64	N47° 54' 18" E	133.28'
25	N01° 09' 10" E	105.00'	65	N88° 43' 52" W	32.73'
26	N88° 43' 52" W	120.17'	66	N88° 43' 52" W	165.00'
27	N01° 09' 10" E	105.00'	67	N88° 43' 52" W	28.50'
28	N88° 43' 52" W	120.17'	68	N88° 50' 50" W	133.44'
29	N01° 09' 10" E	105.00'	69	N8° 52' 27" (S)	477.00'
30	N01° 09' 10" E	105.00'	70	N01° 09' 10" E	53.84'
31	N88° 43' 52" W	120.17'	71	N01° 09' 10" E	23.10'
32	N88° 43' 52" W	120.17'	72	N02° 50' 13" (S)	530.00'
33	N01° 09' 10" E	105.00'	73	N01° 09' 10" E	128.00'
34	N01° 09' 10" E	105.00'	74	N47° 21' 43" W	62.49'
35	N01° 09' 10" E	105.00'	75	N15° 38' 17" E	220.64'
36	N47° 04' 52" E	428.00'	76	N82° 21' 43" W	28.20'
37	N88° 50' 50" W	102.01'	77	N82° 21' 43" W	28.20'
38	N88° 50' 50" W	102.01'	78	N15° 38' 17" E	28.20'
39	N01° 09' 10" E	102.01'	79	N82° 21' 43" W	101.00'
40	N47° 04' 52" E	24.05'	80	N15° 38' 17" E	101.00'



TRACT BOUNDARY AND SHEET INDEX MAP

INDICATES SHEET NUMBER

SHEET 4 OF 11 SHEETS

AMENDED TRACT NO. 31470-3

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

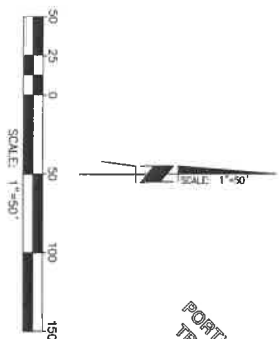
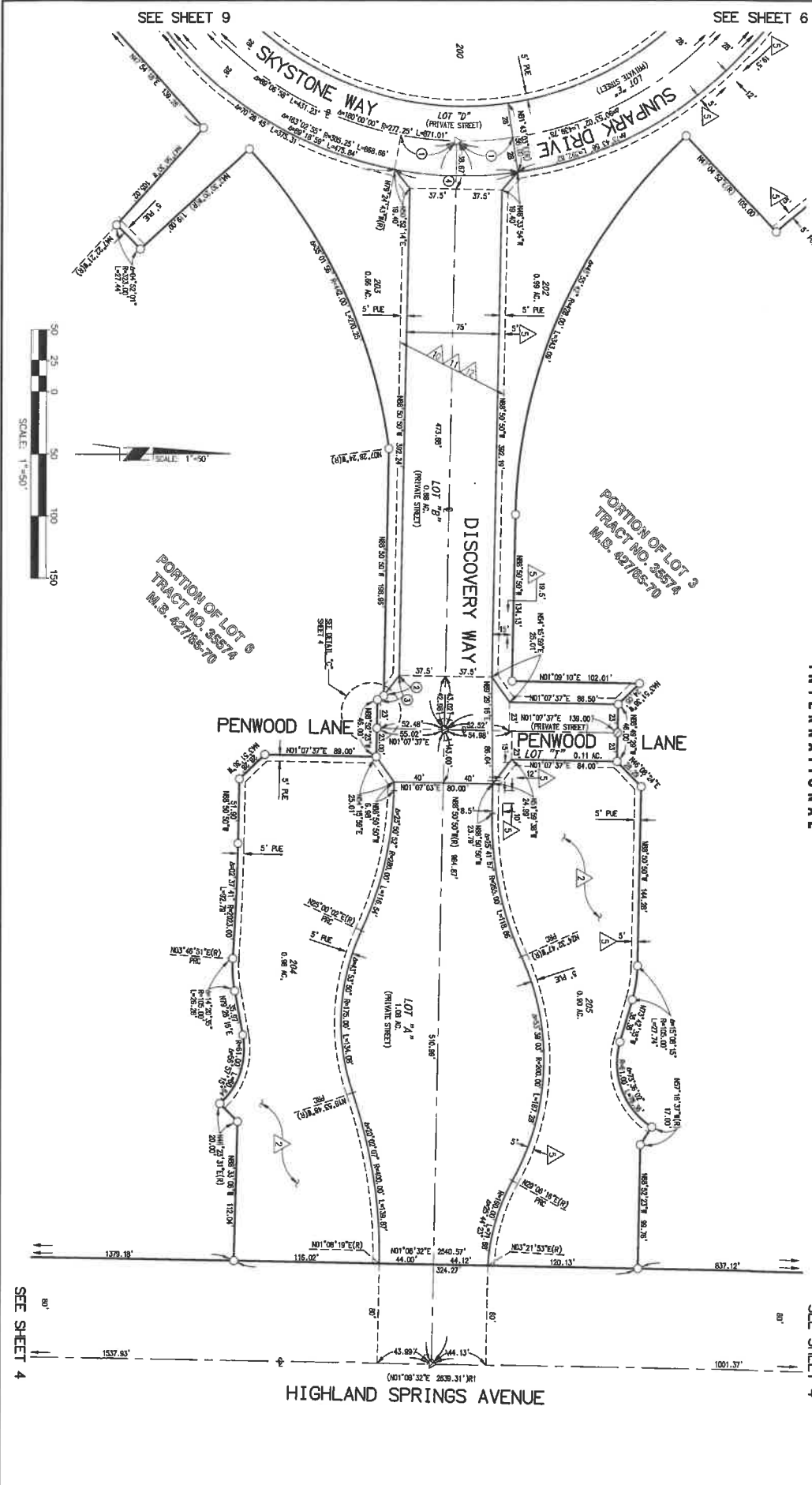
SHEET 5 OF 11 SHEETS

BEING A SUBDIVISION OF LOTS 7, 7^{1/2} AND 8^{1/2}, AND PORTIONS OF LOTS 3, 5 AND 6, AND PORTIONS OF TRACT NO. 35574, AS SHOWN IN BOOK 422, PAGES 66 THROUGH 70, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, AND A PORTION OF PARCEL "A", OF LOT LINE ADJUSTMENT NO. 14-14-001, RECORDED JUNE 22, 2014, AS DOCUMENT NO. 2014-0238627 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 35, T. 2 S., R. 1 W., S.B.M.

Michael Baker INTERNATIONAL

DATA TABLE			
NO.	BEAUMONT/PLAT	RDUS	LENGTH
1	09/28/07	277.25'	43.66'
2	05/19/08	—	50.00'
3	05/19/08	—	24.89'
4	10/22/14	306.23'	100.53'

NOTE:
SEE SHEETS 3 AND 4 FOR BOUNDARY CONTROL, SHEET INDEX MAP, EASEMENTS, SURVEY AND/OR MONUMENT NOTES, VARIETY MAP AND BASIS OF RECORDS.



SEE SHEET 4

SEE SHEET 4

SEE SHEET 9

SEE SHEET 6

NOTE:
SEE SHEETS 3 AND 4 FOR BOUNDARY
SURVEY NOTES, MONUMENT LOCATIONS,
VICINITY MAP AND BASIS OF BEARINGS.

PORTION OF PAR. 'A'
LLA 14-LLA-001
DOC. #2014-023662

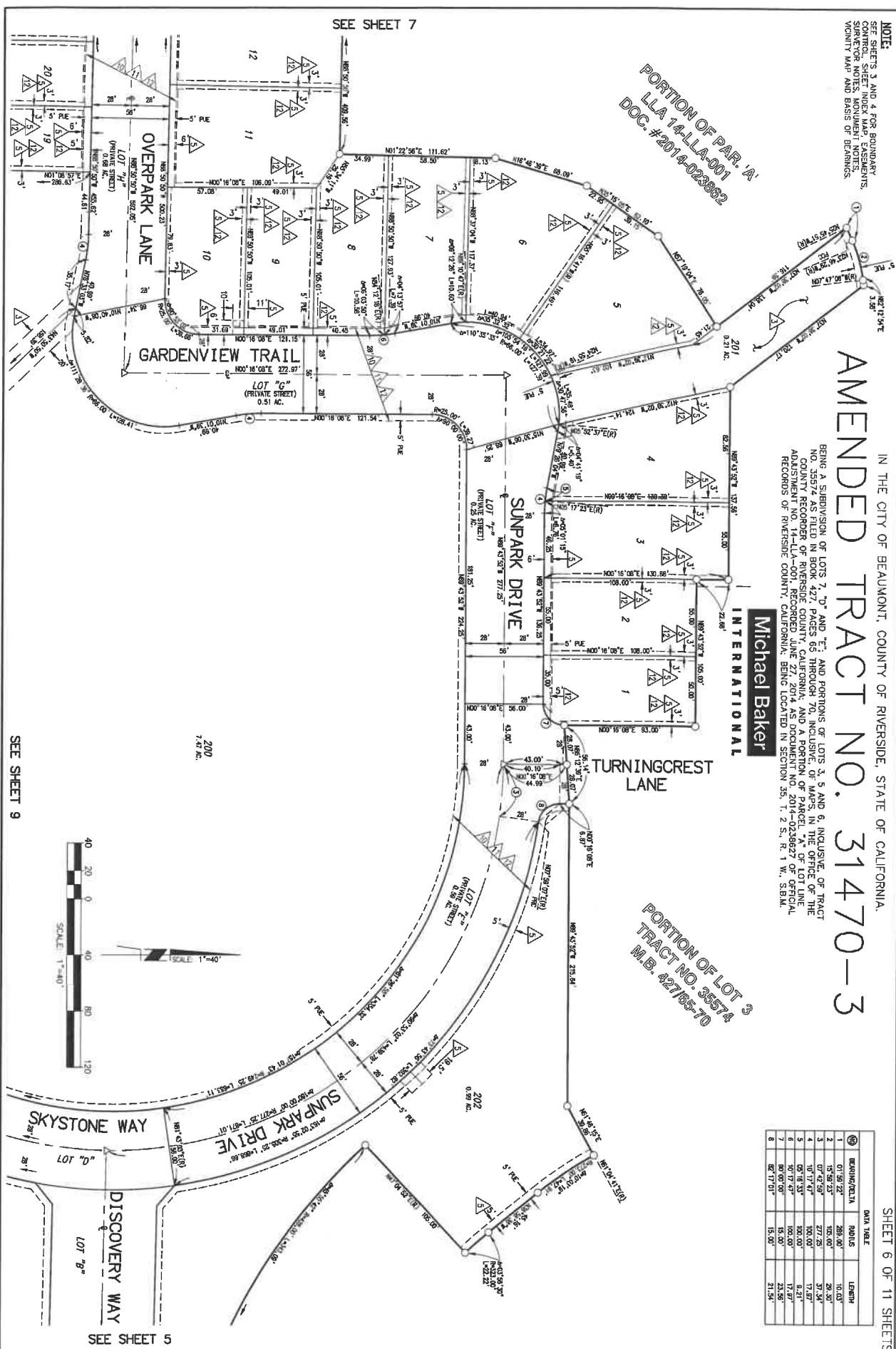
AMENDED TRACT NO. 31470-3

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.
BEING A SUBDIVISION OF LOTS 7, 7-D, AND 7-E, AND PORTIONS OF LOTS 3, 5 AND 6, INCLUSIVE, OF TRACT
NO. 35574 AS FILED IN BOOK 427, PAGES 63 THROUGH 70, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE
COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA; AND A PORTION OF PARCEL "A" OF LOT LINE
ADJUSTMENT NO. 14-LLA-001, RECORDED JUNE 27, 2014 AS DOCUMENT NO. 2014-0236627 OF OFFICIAL
RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 35, T. 2 S., R. 1 W., S.B.M.

Michael Baker

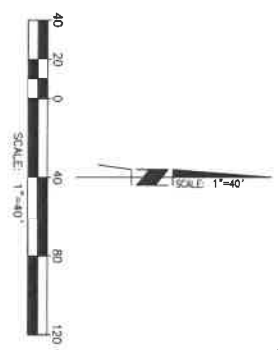
INTERNATIONAL

PORTION OF LOT 3
TRACT NO. 35574
M.B. 42765-70



LOT	BEARING/DIST.	ROBLES	LENGTH
1	01°30'22"	200.00'	10.03'
2	03°30'23"	100.00'	20.00'
3	01°17'47"	100.00'	17.50'
4	02°16'53"	100.00'	9.21'
5	02°17'29"	100.00'	17.67'
6	00°00'00"	15.00'	23.56'
7	02°17'01"	15.00'	21.56'

SEE SHEET 9



SEE SHEET 5

AMENDED TRACT NO. 31470-3

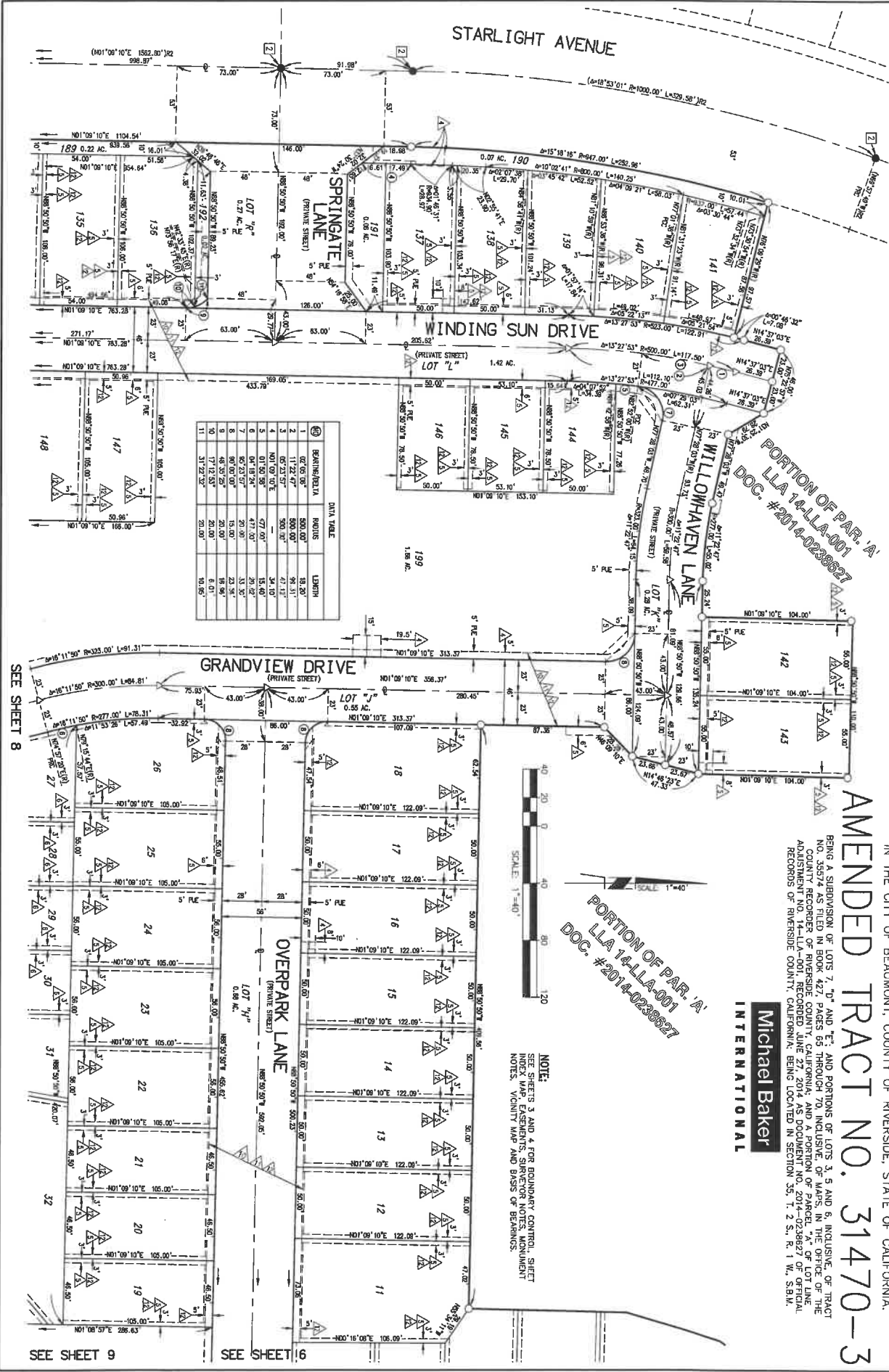
IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. SHEET 7 OF 11 SHEETS

BEING A SUBDIVISION OF LOTS 7, "D" AND "E", AND PORTIONS OF LOTS 3, 5 AND 6, INCLUSIVE, OF TRACT NO. 33574 AS FILED IN BOOK 427, PAGES 65 THROUGH 70, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, AND A PORTION OF PARCEL "A" OF LOT LINE AND ADJACENT TO PARCEL "A" OF LOT LINE NO. 2014-0238627, AS SHOWN ON THE OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 36, T. 2 S., R. 1 W., S.B.M.

Michael Baker
INTERNATIONAL

PORTION OF PAR. 'A'
LLA 14-LLA-001
DOC. #2014-0238627

NOTE:
SEE SHEETS 3 AND 4 FOR BOUNDARY CONTROL. SHEET 5 SHOWS ASSURANT'S BOUNDARY CONTROL POINTS. VICINITY MAP AND BASIS OF BEARINGS.



NO.	BEARING/DENIA	POINTS	LENGTH
1	0°00'00"	500.00'	18.20'
2	11°24'47"	500.00'	96.51'
3	0°23'57"	500.00'	47.15'
4	N01°09'10"W	—	34.10'
5	01°50'58"	477.00'	15.40'
6	04°19'24"	417.00'	20.25'
7	00°00'00"	20.00'	33.32'
8	48°50'25"	20.00'	18.94'
9	17°12'53"	20.00'	6.01'
10	31°22'32"	20.00'	10.56'
11	—	—	—

SEE SHEET 8

SEE SHEET 9

SEE SHEET 6

AMENDED TRACT NO. 31470-3

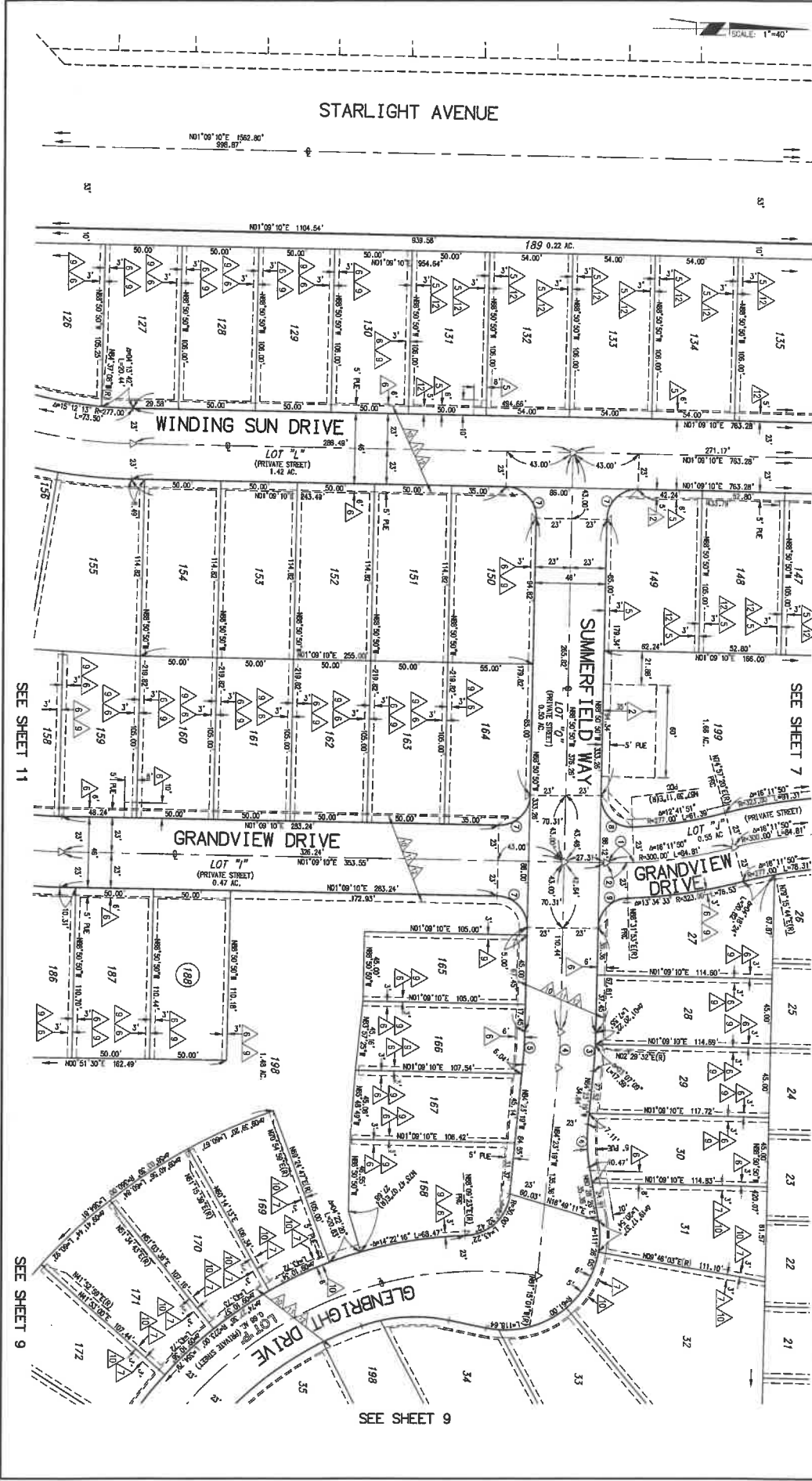
IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.
 BEING A SUBDIVISION OF LOTS 7, "D" AND "E"; AND PORTIONS OF LOTS 3, 5 AND 6, INCLUSIVE, OF TRACT NO. 35574 AS FILED IN BOOK 427, PAGES 66 THROUGH 70, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA; AND A PORTION OF PARCEL "A" OF LOT LINE ADJUSTMENT NO. 1484-001, RECORDED JUNE 27, 2014 AS DOCUMENT NO. 2014-0228627 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 35, T. 2 S., R. 1 W., S18M.

NOTE:
 SEE SHEETS 3 AND 4 FOR BOUNDARY CONTROL, SHEET INDEX MAP, SURVEY NOTES, MONUMENT NOTES, MOUNTAIN MAP AND BASIS OF BEARINGS.

Michael Baker INTERNATIONAL

DATA TABLE

BEARING/DEG	FOOT	LENGTH	BEARING/DEG	FOOT	LENGTH
0°00'00"	18.00	18.00	180°00'00"	18.00	18.00
0°00'00"	300.00	300.00	180°00'00"	300.00	300.00
0°00'00"	300.00	300.00	180°00'00"	300.00	300.00
0°00'00"	300.00	300.00	180°00'00"	300.00	300.00
0°00'00"	300.00	300.00	180°00'00"	300.00	300.00
0°00'00"	300.00	300.00	180°00'00"	300.00	300.00



SEE SHEET 11

SEE SHEET 9

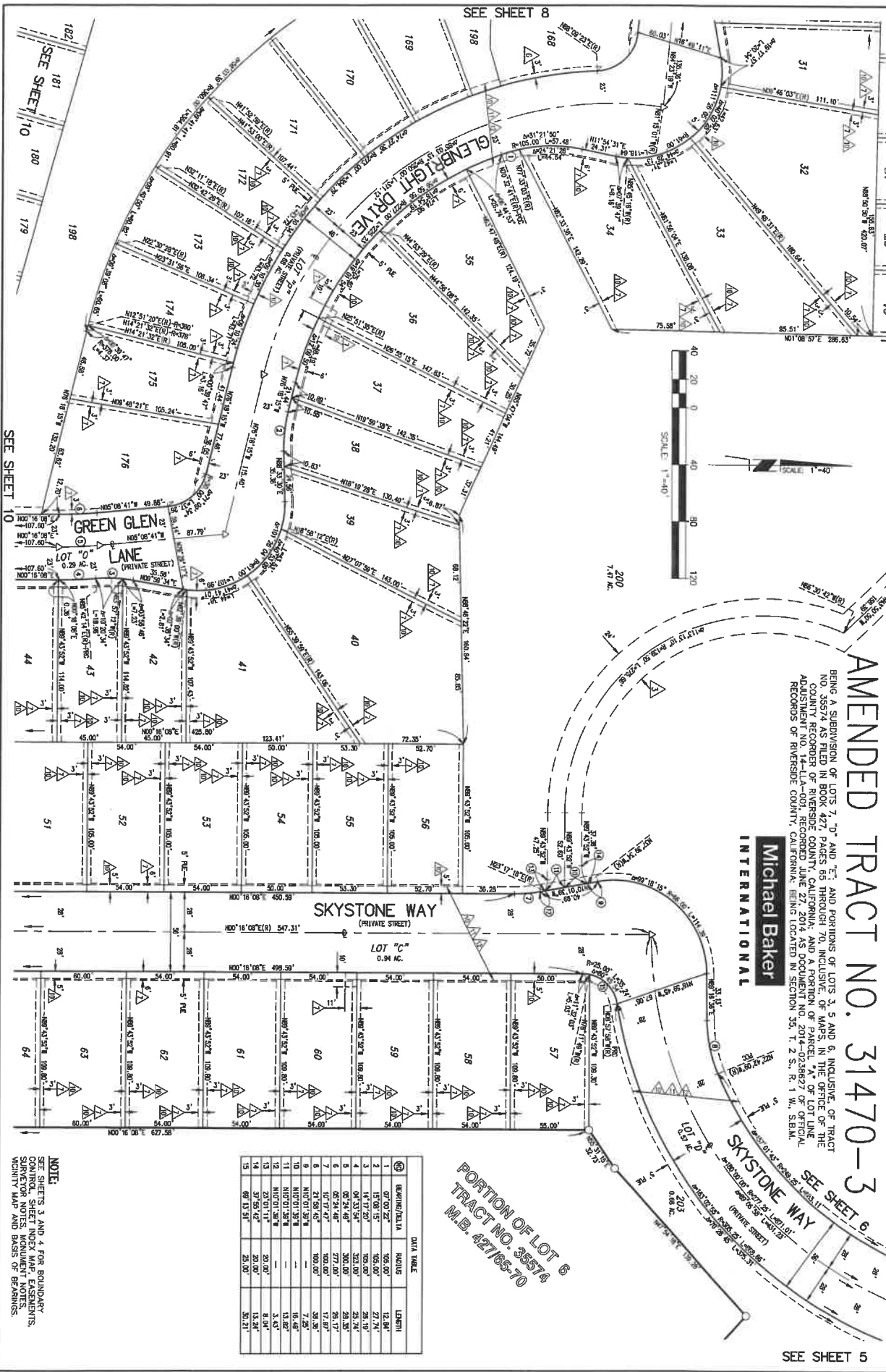
SEE SHEET 9



AMENDED TRACT NO. 31470-3

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,
 BEING A SUBDIVISION OF LOTS 7, 10, AND 11, AND PORTIONS OF LOTS 3, 5 AND 6, INCLUSIVE OF TRACT
 NO. 38574 AS FILED IN BOOK 427, PAGES 65 THROUGH 70, INCLUSIVE OF MAPS, IN THE OFFICE OF THE
 COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA; AND A PORTION OF PARCEL 7A OF LOT LINE
 ADJUSTMENT NO. 14-LA-001, RECORDED JUNE 27, 2014 AS DOCUMENT NO. 2014-0238827 OF OFFICIAL
 RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; BEING LOCATED IN SECTION 36, T. 2 S., R. 1 W., S.B.M.

**Michael Baker
 INTERNATIONAL**



PORTION OF LOT 6
 TRACT NO. 38574
 M.B. 427/65-70

NO.	BEARING/DISTANCE	RADIUS	LENGTH
1	07°00'22"	100.00'	12.94'
2	15°08'15"	100.00'	27.74'
3	14°17'20"	100.00'	26.74'
4	04°53'54"	263.00'	28.74'
5	08°24'48"	277.00'	28.17'
6	10°17'47"	100.00'	17.87'
7	21°58'45"	100.00'	30.36'
8	N10°01'39"W	—	7.25'
9	N10°01'39"W	—	16.46'
10	N10°01'39"W	—	13.82'
11	N10°01'39"W	—	3.43'
12	N10°01'39"W	—	3.43'
13	N10°01'39"W	—	20.00'
14	S7°55'42"	—	13.24'
15	S7°55'42"	—	20.00'
16	S7°55'42"	—	20.00'
17	S7°55'42"	—	20.00'
18	S7°55'42"	—	20.00'
19	S7°55'42"	—	20.00'
20	S7°55'42"	—	20.00'
21	S7°55'42"	—	20.00'
22	S7°55'42"	—	20.00'
23	S7°55'42"	—	20.00'
24	S7°55'42"	—	20.00'
25	S7°55'42"	—	20.00'
26	S7°55'42"	—	20.00'
27	S7°55'42"	—	20.00'
28	S7°55'42"	—	20.00'
29	S7°55'42"	—	20.00'
30	S7°55'42"	—	20.00'
31	S7°55'42"	—	20.00'
32	S7°55'42"	—	20.00'
33	S7°55'42"	—	20.00'
34	S7°55'42"	—	20.00'
35	S7°55'42"	—	20.00'
36	S7°55'42"	—	20.00'
37	S7°55'42"	—	20.00'
38	S7°55'42"	—	20.00'
39	S7°55'42"	—	20.00'
40	S7°55'42"	—	20.00'
41	S7°55'42"	—	20.00'
42	S7°55'42"	—	20.00'
43	S7°55'42"	—	20.00'
44	S7°55'42"	—	20.00'
45	S7°55'42"	—	20.00'
46	S7°55'42"	—	20.00'
47	S7°55'42"	—	20.00'
48	S7°55'42"	—	20.00'
49	S7°55'42"	—	20.00'
50	S7°55'42"	—	20.00'
51	S7°55'42"	—	20.00'
52	S7°55'42"	—	20.00'
53	S7°55'42"	—	20.00'
54	S7°55'42"	—	20.00'
55	S7°55'42"	—	20.00'
56	S7°55'42"	—	20.00'
57	S7°55'42"	—	20.00'
58	S7°55'42"	—	20.00'
59	S7°55'42"	—	20.00'
60	S7°55'42"	—	20.00'
61	S7°55'42"	—	20.00'
62	S7°55'42"	—	20.00'
63	S7°55'42"	—	20.00'
64	S7°55'42"	—	20.00'

NOTE:
 SEE SHEETS 3 AND 4 FOR BOUNDARY
 SURVEY SHEET INCLUDING EASEMENTS,
 VICINITY MAP AND BASIS OF BEARINGS.

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

AMENDED TRACT NO. 31470-3

BEING A SUBDIVISION OF LOTS 7, 0, AND 1, AND PORTIONS OF LOTS 3, 5 AND 6, INCLUSIVE, OF TRACT NO. 35574 AS FILED IN BOOK 427, PAGES 65 THROUGH 70, INCLUSIVE, OF VARS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, AND A PORTION OF PARCEL "A" OF LOT LINE 199, BEING A SUBDIVISION OF PARCEL "A" AS DOCUMENT NO. 2014-025827 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 05, T. 2 S., R. 1 N., S.B.M.

Michael Baker

INTERNATIONAL

NO.	BEARING/DIST.	FOOTAGE	LESSON
1	S 22° 25' 11" E	53.00	24.95
2	N 15° 38' 17" E	153.00	24.95
3	N 15° 38' 17" E	477.00	64.75
4	S 22° 25' 11" E	500.00	25.77
5	S 71° 18' 13" E	500.00	25.88
6	S 22° 25' 11" E	500.00	18.72
7	S 22° 25' 11" E	500.00	25.00
8	S 22° 25' 11" E	500.00	25.00
9	S 22° 25' 11" E	500.00	25.00
10	S 22° 25' 11" E	500.00	25.00
11	S 22° 25' 11" E	500.00	25.00
12	S 22° 25' 11" E	500.00	25.00
13	S 22° 25' 11" E	500.00	25.00
14	S 22° 25' 11" E	500.00	25.00
15	S 22° 25' 11" E	500.00	25.00
16	S 22° 25' 11" E	500.00	25.00
17	S 22° 25' 11" E	500.00	25.00
18	S 22° 25' 11" E	500.00	25.00

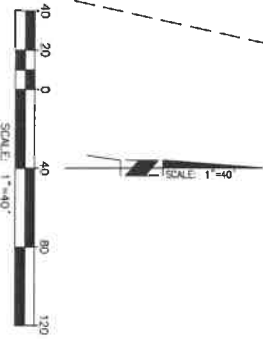


PARCEL A
LLA NO. 01-LLA-02
REC. 01/11/2002
INST. NO. 2002-021972, O.R.

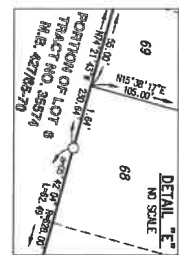
PORTION OF LOT 5
TRACT NO. 35574
M.B. 427165-70

PORTION OF LOT 6
TRACT NO. 35574
M.B. 427165-70

PORTION OF LOT 6
TRACT NO. 35574
M.B. 427165-70



NOTE:
SEE SHEETS 3 AND 4 FOR BOUNDARY CONTROL, SHEET INDEX MAP, EASMENTS, SURVEYOR NOTES, MONUMENT NOTES, IDENTITY MAP AND BASIS OF BEARINGS.

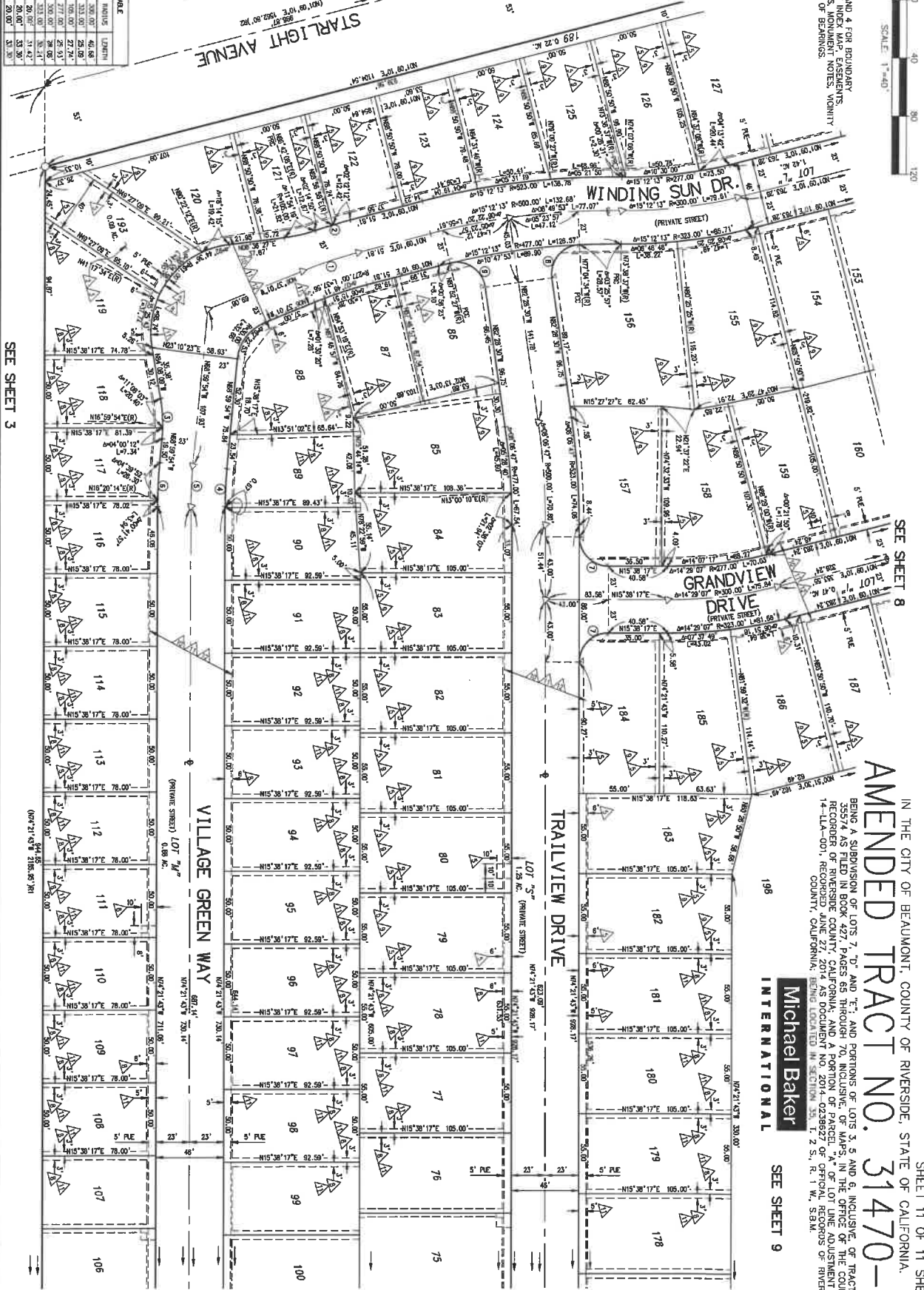




NOTE:
SEE SHEETS 3 AND 4 FOR BOUNDARY SURVEY NOTES, MONUMENT NOTES, VIGNETTE MAP AND BASIS OF BEARINGS.

SEE SHEET 3

DATA TABLE		
NO.	REMARKS	LENGTH
1	07' 00" 11'	46.08'
2	15' 00" 15'	100.00'
3	15' 00" 15'	100.00'
4	05' 21' 48"	28.00'
5	05' 21' 48"	28.00'
6	05' 21' 48"	28.00'
7	05' 21' 48"	28.00'
8	05' 21' 48"	28.00'
9	05' 21' 48"	28.00'



SEE SHEET 3

SEE SHEET 8

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.
AMENDED TRACT NO. 31470-3

BEING A SUBDIVISION OF LOTS 7, 7-D, AND 7-E, AND PORTIONS OF LOTS 3, 5 AND 6, INCLUSIVE, OF TRACT NO. 25574 AS FILED IN BOOK 427, PAGES 68 THROUGH 70, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA; AND A PORTION OF PARCEL "A" OF LOT LINE ADJUSTMENT NO. 14-11A-001, RECORDED JUNE 27, 2014, AS DOCUMENT NO. 2014-0238827 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 35, T. 2 S., R. 1 W., S84M.

Michael Baker
INTERNATIONAL

SEE SHEET 9

SEE SHEET 10

Attachment "C"

Amended Tract Map 31470-4 Exhibit

THIS SUBDIVISION CONTAINS
180 NUMBERED LOTS
11 LETTERED LOTS
201 LOTS TOTAL
34.93 ACRES GROSS

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

AMENDED TRACT NO. 31470-4

BEING A SUBDIVISION OF PORTIONS OF LOTS 5 AND 6 OF TRACT NO. 35574 AS FILED IN BOOK 4271 PAGES 65 THROUGH 70, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 35, T. 2 S., R. 1 N., S.B.M.

10
SHEETS
OF
A
SET
OF
MAPS

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 DISTINGUISHING BORDER LINE.

WE HEREBY RETAIN LOT "A", (FERROLD LANE), LOT "B", (NEWLAND DRIVE), LOT "C", (SUN VISTA WAY), LOT "D", (VILLAGE GREEN WAY), LOT "E", (TRAILVIEW DRIVE), LOT "F", (MILLIKEN DRIVE), LOT "G", (ROCKMOUNT LANE), LOT "H", (SPRING RAIN LANE), LOT "I", (CHERRY WAY), LOT "J", (MILLIKEN TRAIL) AND LOT "K", (PARK RAIN LANE), INCLUSIVE, INDICATED AS PRIVATE STREETS, AS SHOWN HEREON FOR PRIVATE USE FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

WE HEREBY RETAIN FOR OPEN SPACE, TRAIL, BRIDGE AND THE MAINTENANCE THEREOF, LOTS 167 THROUGH 190, INCLUSIVE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DESIGNATED AS AN EASEMENT FOR PUBLIC PURPOSES. WE HEREBY BEQUEATH TO THE CITY OF BEAUMONT, EASEMENTS FOR PUBLIC UTILITIES AND PUBLIC PURPOSES TOGETHER WITH THE RIGHT OF ACCESS AND EGRESS FOR PUBLIC SAFETY AND UTILITY MAINTENANCE VEHICLE PARADES WITHIN LOTS "A", THROUGH "K", INCLUSIVE, AS SHOWN ON THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DESIGNATED AS AN EASEMENT FOR PUBLIC PURPOSES. WE HEREBY BEQUEATH TO THE CITY OF BEAUMONT, EASEMENTS FOR PUBLIC PURPOSES TOGETHER WITH THE RIGHT OF ACCESS AND EGRESS FOR OTHER LOT 188, AND A PORTION OF LOT 189, FOR STORM DRAIN PURPOSES AND THE MAINTENANCE THEREOF.

THE REAL PROPERTY DESCRIBED BELOW IS DESIGNATED AS AN EASEMENT FOR PUBLIC PURPOSES. WE HEREBY BEQUEATH TO THE CITY OF BEAUMONT, EASEMENTS FOR PUBLIC PURPOSES TOGETHER WITH THE RIGHT OF ACCESS AND EGRESS FOR OTHER LOTS 1 THROUGH 186, INCLUSIVE, AND 188 THROUGH 190, INCLUSIVE. THE DESIGNATION IS FOR PUBLIC UTILITY PURPOSES.

PHAROS-AMMIS, A CALIFORNIA CORPORATION

[Signature]
JOE BARRON
VICE PRESIDENT

[Signature]
MICHAEL C. BAKER
DIVISION PRESIDENT

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER CERTIFYING THAT THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO BE RECORDED HAS SIGNED THE DOCUMENT TO BE RECORDED FREELY, WITHOUT COERCION, FRAUD, OR UNLAWFUL INFLUENCE, AND THAT THE INSTRUMENT IS TRUE AND CORRECT.

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)
ON 31st DAY OF SEPTEMBER, 2018.

PERSONALLY APPEARED)
MICHAEL C. BAKER)
WHO PREPARED 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)
HE/SHE/THEY INTENDED TO BE BOUND BY THE SAME.

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

WITNESS MY HAND

[Signature]
SIGNATURE

[Signature]
PRINT NAME

MY COMMISSION EXPIRES 09/30/2021

MY PRINCIPAL PLACE OF BUSINESS IS RIVERSIDE COUNTY.

[Signature]
SIGNATURE

[Signature]
PRINT NAME

MY COMMISSION EXPIRES 09/30/2021

MY PRINCIPAL PLACE OF BUSINESS IS RIVERSIDE COUNTY.

SOILS REPORT NOTE

PRELIMINARY SOILS INVESTIGATION REPORT FOR TRACT NO. 31470, DATED JULY 10, 2006, AS PROJECT NO. 1061430-10, WAS PREPARED BY LOG INLAND, INC. AS REQUIRED BY SECTIONS 17903.5 OF THE CALIFORNIA HEALTH AND SAFETY CODE, AND AS REQUIRED BY SECTION 66045.5 OF THE CALIFORNIA GOVERNMENT CODE. A COPY OF SAID REPORT IS ON FILE FOR PUBLIC INSPECTION IN THE CITY ENGINEERS OFFICE.

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 DESCRIBED WITHIN THE WITHIN STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES FOR A YEAR BUT NOT YET PAID, WHICH ARE LISTED IN THE ATTACHED LIST.

DATED: September 25, 2018

[Signature]
BY: Michael Baker
TAX COLLECTOR

TAK-BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND, IN THE SUM OF \$17,263.00, 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 PAID, AND SAID BOND HAS BEEN FULLY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED: January 25, 2018

[Signature]
BY: Jan Christine
COUNTY TAX COLLECTOR

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER CERTIFYING THAT THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO BE RECORDED HAS SIGNED THE DOCUMENT TO BE RECORDED FREELY, WITHOUT COERCION, FRAUD, OR UNLAWFUL INFLUENCE, AND THAT THE INSTRUMENT IS TRUE AND CORRECT.

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)
ON 31st DAY OF SEPTEMBER, 2018.

PERSONALLY APPEARED)
MICHAEL C. BAKER)
WHO PREPARED 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)
HE/SHE/THEY INTENDED TO BE BOUND BY THE SAME.

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

WITNESS MY HAND

[Signature]
SIGNATURE

[Signature]
PRINT NAME

MY COMMISSION EXPIRES 09/30/2021

MY PRINCIPAL PLACE OF BUSINESS IS RIVERSIDE COUNTY.

[Signature]
SIGNATURE

[Signature]
PRINT NAME

MY COMMISSION EXPIRES 09/30/2021

MY PRINCIPAL PLACE OF BUSINESS IS RIVERSIDE COUNTY.

STAKEHOLDER DISCLOSURE NOTE

IN ACCORDANCE WITH SECTION 66045.5 OF THE CALIFORNIA GOVERNMENT CODE, A COPY OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED MARCH 20, 2018 AS INSTRUMENT NO. 2018-0118004 OF OFFICIAL RECORDS, CANNOT BE LOCATED FROM THE RECORD DOCUMENT.

SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY CERTIFY THAT THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES HAVE BEEN FULLY COMPLIED WITH. I HEREBY STATE THAT ALL MONUMENTS ARE OF PERMANENT MATERIAL AND ARE PROPERLY PLACED AND IDENTIFIED. I HEREBY STATE THAT ALL MONUMENTS ARE OF PERMANENT MATERIAL AND ARE PROPERLY PLACED AND IDENTIFIED. I HEREBY STATE THAT ALL MONUMENTS ARE OF PERMANENT MATERIAL AND ARE PROPERLY PLACED AND IDENTIFIED.

DATED: September 25, 2018

[Signature]
CHRISTOPHER LEE ALBERTS
L.S. 0008

CITY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY CERTIFY THAT THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES HAVE BEEN FULLY COMPLIED WITH. I HEREBY STATE THAT ALL MONUMENTS ARE OF PERMANENT MATERIAL AND ARE PROPERLY PLACED AND IDENTIFIED. I HEREBY STATE THAT ALL MONUMENTS ARE OF PERMANENT MATERIAL AND ARE PROPERLY PLACED AND IDENTIFIED.

DATED: September 25, 2018

[Signature]
JAY S. FARRION, CITY SURVEYOR
L.S. 8807

BEAUMONT CITY COUNCIL CERTIFICATE

THE CITY OF BEAUMONT, STATE OF CALIFORNIA, BY ITS CITY COUNCIL, HEREBY APPROVES TRACT NO. 31470-4. THE REVISION TO THE CITY COUNCIL RESOLUTION IS HEREBY APPROVED. THE CITY COUNCIL HAS REVIEWED THE MAP AND HAS DETERMINED THAT THE MAP IS IN ACCORDANCE WITH THE CITY COUNCIL RESOLUTION AND THE CITY COUNCIL HAS APPROVED THE MAP AS SHOWN ON THIS TRACT MAP.

DATED: September 25, 2018

[Signature]
JAY S. FARRION, CITY SURVEYOR
L.S. 8807

BEAUMONT CITY COUNCIL CERTIFICATE

THE CITY OF BEAUMONT, STATE OF CALIFORNIA, BY ITS CITY COUNCIL, HEREBY APPROVES TRACT NO. 31470-4. THE REVISION TO THE CITY COUNCIL RESOLUTION IS HEREBY APPROVED. THE CITY COUNCIL HAS REVIEWED THE MAP AND HAS DETERMINED THAT THE MAP IS IN ACCORDANCE WITH THE CITY COUNCIL RESOLUTION AND THE CITY COUNCIL HAS APPROVED THE MAP AS SHOWN ON THIS TRACT MAP.

DATED: September 25, 2018

[Signature]
JAY S. FARRION, CITY SURVEYOR
L.S. 8807

BEAUMONT CITY COUNCIL CERTIFICATE

THE CITY OF BEAUMONT, STATE OF CALIFORNIA, BY ITS CITY COUNCIL, HEREBY APPROVES TRACT NO. 31470-4. THE REVISION TO THE CITY COUNCIL RESOLUTION IS HEREBY APPROVED. THE CITY COUNCIL HAS REVIEWED THE MAP AND HAS DETERMINED THAT THE MAP IS IN ACCORDANCE WITH THE CITY COUNCIL RESOLUTION AND THE CITY COUNCIL HAS APPROVED THE MAP AS SHOWN ON THIS TRACT MAP.

DATED: September 25, 2018

[Signature]
JAY S. FARRION, CITY SURVEYOR
L.S. 8807

BEAUMONT CITY COUNCIL CERTIFICATE

THE CITY OF BEAUMONT, STATE OF CALIFORNIA, BY ITS CITY COUNCIL, HEREBY APPROVES TRACT NO. 31470-4. THE REVISION TO THE CITY COUNCIL RESOLUTION IS HEREBY APPROVED. THE CITY COUNCIL HAS REVIEWED THE MAP AND HAS DETERMINED THAT THE MAP IS IN ACCORDANCE WITH THE CITY COUNCIL RESOLUTION AND THE CITY COUNCIL HAS APPROVED THE MAP AS SHOWN ON THIS TRACT MAP.

DATED: September 25, 2018

[Signature]
JAY S. FARRION, CITY SURVEYOR
L.S. 8807

BEAUMONT CITY COUNCIL CERTIFICATE

THE CITY OF BEAUMONT, STATE OF CALIFORNIA, BY ITS CITY COUNCIL, HEREBY APPROVES TRACT NO. 31470-4. THE REVISION TO THE CITY COUNCIL RESOLUTION IS HEREBY APPROVED. THE CITY COUNCIL HAS REVIEWED THE MAP AND HAS DETERMINED THAT THE MAP IS IN ACCORDANCE WITH THE CITY COUNCIL RESOLUTION AND THE CITY COUNCIL HAS APPROVED THE MAP AS SHOWN ON THIS TRACT MAP.

DATED: September 25, 2018

[Signature]
JAY S. FARRION, CITY SURVEYOR
L.S. 8807

BEAUMONT CITY COUNCIL CERTIFICATE

THE CITY OF BEAUMONT, STATE OF CALIFORNIA, BY ITS CITY COUNCIL, HEREBY APPROVES TRACT NO. 31470-4. THE REVISION TO THE CITY COUNCIL RESOLUTION IS HEREBY APPROVED. THE CITY COUNCIL HAS REVIEWED THE MAP AND HAS DETERMINED THAT THE MAP IS IN ACCORDANCE WITH THE CITY COUNCIL RESOLUTION AND THE CITY COUNCIL HAS APPROVED THE MAP AS SHOWN ON THIS TRACT MAP.

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

AMENDED TRACT NO. 31470-4

BEING A SUBDIVISION OF PORTIONS OF LOTS 5 AND 6 OF TRACT NO. 38574 AS FILED IN BOOK 427, PAGES 65 THROUGH 70, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 35, T. 2 S., R. 1 W., S.B.M.

Michael Baker
INTERNATIONAL

SURVEYOR'S STATEMENT

I, CHRISTOPHER L. ALBERTS, HEREBY STATE THAT I AM A LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA AND THIS MAP, CONSISTING OF TEN SHEETS, WAS PREPARED BY ME OR UNDER MY SUPERVISION TO CORRECT LOT LINE DATA AND THAT THE CORRECTIONS SHOWN ON THIS AMENDING MAP ARE THOSE PROVIDED FOR IN SECTION 65409 OF THE SUBDIVISION MAP ACT, AND THE NAMES OF THE PRESENT FEE OWNERS OF THE PROPERTY AFFECTED ARE AS FOLLOWS:



PHOENIX HANES, A CALIFORNIA CORPORATION

DATE: _____, 20____

CHRISTOPHER LEE ALBERTS, L.S. 85308

CITY ENGINEER'S STATEMENT

I, HEREBY STATE THE WITHIN MAPPED MAP OF TRACT NO. 31470-4, CONSISTING OF TEN SHEETS, HAS BEEN EXAMINED BY ME AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES HAVE BEEN COMPLIED WITH.

DATE: _____, 20____

NAME: _____
CITY ENGINEER, CITY OF BEAUMONT

CITY SURVEYOR'S STATEMENT

I, HEREBY STATE THE WITHIN MAPPED MAP OF TRACT NO. 31470-4, CONSISTING OF TEN SHEETS, HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION, AND AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATE: _____, 20____

JAY S. FARRION, P.L.S. NO. 2807
CITY SURVEYOR, CITY OF BEAUMONT

BEAUMONT CITY COUNCIL CERTIFICATE

THE CITY OF BEAUMONT, STATE OF CALIFORNIA, BY ITS CITY COUNCIL, HEREBY APPROVES THIS AMENDING MAP FOR TRACT NO. 31470-4, AND THAT:

THE DEDICATION FOR PUBLIC UTILITY EASEMENTS TOGETHER WITH THE RIGHT OF ACCESS AND EGRESS FOR PUBLIC SAFETY AND UTILITY MAINTENANCE PURPOSES WITHIN LOT "A", (FERWOOD LAKE), LOT "B", (NEWLAND DRIVE), LOT "C", (SKY VISTA WAY), LOT "D", (VILLAGE GREEN WAY), LOT "E", (TRAILVIEW DRIVE), LOT "F", (WILLOW WAY), LOT "G", (ROCKMOUNT LANE), LOT "H", (SPRING RAIN LAKE), LOT "I", (GARDI WAY), LOT "J", (MILLSTONE TRAIL), AND LOT "K", (PARK RAIN LAKE), INCLUSIVE, INDICATED AS PRIVATE STREETS IS ACCEPTED.

THE EASEMENT FOR STORM DRAIN PURPOSES AND THE MAINTENANCE THEREOF OVER LOT 188 AND A PORTION OF LOT 189, IS ACCEPTED, SUBJECT TO IMPROVEMENTS.

THE EASEMENT FOR PUBLIC UTILITY PURPOSES SHOWN AS "5' FEET" OVER LOTS 1 THROUGH 188, INCLUSIVE, AND 188 THROUGH 190, INCLUSIVE, IS ACCEPTED, SUBJECT TO IMPROVEMENTS.

WE HEREBY CERTIFY THE AMENDMENT OF THE POLARIS TRACT PARTITIONS OF AN EASEMENT FOR DRAINAGE FACILITIES AND INCIDENTAL PURPOSES, RECORDED DECEMBER 6, 1972 AS INSTRUMENT NO. 161650 OF OFFICIAL RECORDS, WITHIN THIS TRACT MAP.

DATE: _____, 20____

CITY CLERK, CITY OF BEAUMONT,
RIVERSIDE COUNTY, CALIFORNIA

SIGNATURE OMISSIONS NOTE

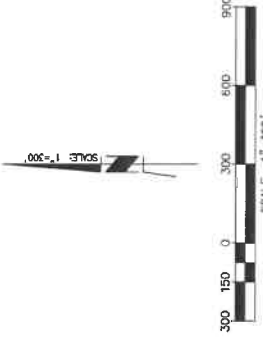
PURSUANT TO SECTION 65409 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

- 1) SOUTHERN CALIFORNIA GAS COMPANY, A CALIFORNIA CORPORATION, HOLDER OF EASEMENTS FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED MARCH 20, 2015 AS INSTRUMENT NO. 2015-0111804 (CANNOT BE LOCATED FROM THE RECORD DOCUMENTS), AND RECORDED JUNE 21, 2018 AS INSTRUMENT NO. 2018-0271281 (CANNOT BE LOCATED FROM THE RECORD DOCUMENTS), BOTH OF OFFICIAL RECORDS.
- 2) SOUTHERN CALIFORNIA Edison COMPANY, A CALIFORNIA CORPORATION, HOLDER OF EASEMENTS FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED JULY 5, 2018 AS INSTRUMENT NOS. 2018-0271576, 2018-0271577, 2018-0271578 AND 2018-0271579, ALL OF OFFICIAL RECORDS.

AMENDED TRACT NO. 31470-4

BEING A SUBDIVISION OF PORTIONS OF LOTS 5 AND 6 OF TRACT NO. 35574 AS FILED IN BOOK 427, PAGES 65 THROUGH 70, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 35, T. 2 S., R. 1 W., S.B.M.

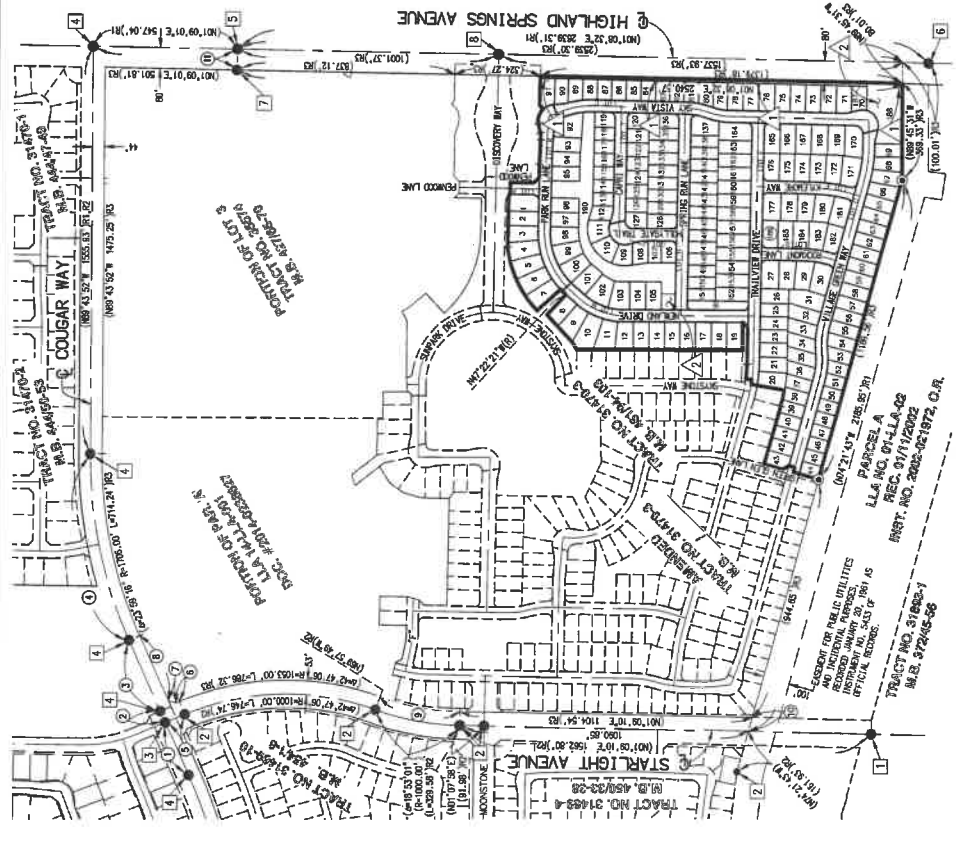
Michael Baker INTERNATIONAL



NO.	BEARING/Delta	LENGTH
1	N68°15'52"E	220.00' PER 2'
2	N68°15'52"E	46.45' PER 2'
3	N68°15'52"E	298.33' PER 2'
4	S25°58'16"W	1750.00'
5	N22°41'52"W	60.00' PER 2'
6	N22°41'52"W	14.37' PER 2'
7	N17°42'28"E	30.22' PER 2'
8	N68°15'52"E	298.33' PER 2'
9	N68°15'52"E	46.45' PER 2'
10	S74°21'43"W	892.00'
11	N68°20'58"W	80.00' PER 2'

BASIS OF BEARINGS NOTE:
THE BEARING OF 101°00'32"E ALONG THE CENTERLINE OF HIGHLAND SPRINGS AVENUE AS SHOWN ON TRACT MAP NO. 31470-4 IS THE BEARING OF THE CENTERLINE OF HIGHLAND SPRINGS AVENUE AS SHOWN ON THE MAPS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

- SURVEYOR'S NOTES:**
- (1) - DENOTES RECORD DATA PER TRACT NO. 35574, FILED IN MAP BOOK 427, PAGES 65 THROUGH 70, INCLUSIVE, RECORDS OF THE COUNTY OF RIVERSIDE, AND MEASURED, UNLESS OTHERWISE NOTED.
 - (2) - DENOTES RECORD DATA PER TRACT NO. 31469-4, FILED IN MAP BOOK 450, PAGES 33 THROUGH 38, INCLUSIVE, RECORDS OF THE COUNTY OF RIVERSIDE, AND MEASURED, UNLESS OTHERWISE NOTED.
 - (3) - DENOTES RECORD DATA PER TRACT NO. 31470-3, FILED IN MAP BOOK 461, PAGES 84 THROUGH 103, INCLUSIVE, RECORDS OF THE COUNTY OF RIVERSIDE, AND MEASURED, UNLESS OTHERWISE NOTED.
 - ALL MONUMENTS SHOWN AS SET WILL BE SET WITHIN ONE YEAR AFTER THE ACCEPTANCE OF IMPROVEMENTS BY THE CITY COUNCIL.
 - SET 1" IRON PIPE TAGGED "L.S. 8508", FLUSH OR LEAD, TACK AND TAG "L.S. 8508", FLUSH IN CONCRETE AT ALL REAR LOT CORNERS, REAR AND SIDE LOT CORNERS, AND ENDS OF CURVE, IN LIEU OF FRONT CORNERS WHICH ABOUT A PRIVATE STREET, SET LEAD, TACK AND TAG "L.S. 8508" IN CONCRETE ON A 4.75' OFFSET INSIDE THE STREET RIGHT-OF-WAY ON SIDE LOT LINES PRODUCED.
 - SET 1" IRON PIPE TAGGED "L.S. 8508", FLUSH; OR LEAD, TACK AND TAG "L.S. 8508", FLUSH, IN CONCRETE.
 - SET COPPERWELD MONUMENT STAMPED "L.S. 8508", FLUSH.
 - DENOTES 1" IRON PIPE W/ TAG "L.S. 8508" TO BE SET PER TRACT NO. 31470-3, MB 461/94-103.
 - DENOTES MONUMENT AS NOTED AND REFERENCED HEREON:
 - FOUND 2" IRON PIPE W/ TAG "L.S. 8508", FLUSH IN GROUND PER TRACT NO. 31883-1, MB 372/45-56.
 - COPPERWELD MONUMENT STAMPED "L.S. 8508" OR 1" IRON PIPE TAGGED "L.S. 8508" OR LEAD, TACK AND TAG "L.S. 8508" TO BE SET PER TRACT NO. 31469-4, M.B. 450/33-38.
 - COPPERWELD MONUMENT STAMPED "L.S. 8508" TO BE SET PER TRACT NO. 31469-1, MB 445/5-11.
 - COPPERWELD MONUMENT STAMPED "L.S. 8508" TO BE SET PER TRACT NO. 31470-1, MB 444/47-48.
 - FOUND 1-1/2" BRASS CAP WITH PUNCH MARK, DN. 0.7", PER TRACT NO. 35574, MB 427/65-70. ACCEPTED AS E 1/4 COR SEC 35.
 - FOUND 1-1/2" IRON PIPE W/ PLASTIC PLUG STAMPED "RIV CO SURV", IN MON WELL PER TRACT NO. 35574, MB 427/65-70. ACCEPTED AS SE COR SEC 35.
 - FOUND 1" IRON PIPE W/ TAG "L.S. 8508", FLUSH, PER TRACT NO. 31470-2, MB 444/50-53.
 - COPPERWELD MONUMENT STAMPED "L.S. 8508" TO BE SET PER TRACT NO. 31470-3, MB 461/94-103.



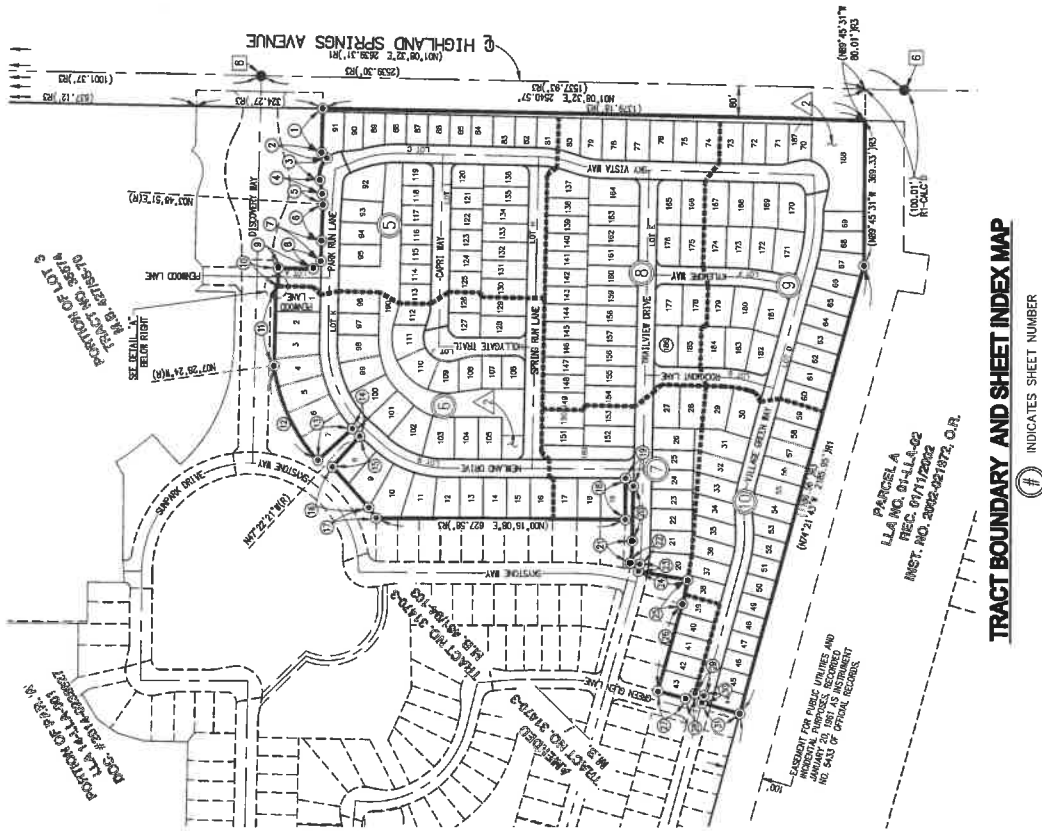
BOUNDARY CONTROL MAP

- EASEMENT NOTES:**
- INDICATES AN EASEMENT FOR DRAINAGE FACILITIES AND INCIDENTAL PURPOSES, RECORDED DECEMBER 6, 1972 AS INSTRUMENT NO. 2018-0271576 OF OFFICIAL RECORDS, AS ABANDONED HEREON. (SHOWN HEREON AS REFERENCE TO LOCATION ONLY).
 - INDICATES AN EASEMENT FOR STORM DRAIN PURPOSES AND MAINTENANCE THEREOF, OF THE CITY OF BEAUMONT, AS DECLARATED HEREON.
 - INDICATES AN EASEMENT FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS AND INCIDENTAL PURPOSES, RECORDED JULY 5, 2018 AS INSTRUMENT NO. 2018-0271576 OF OFFICIAL RECORDS.
 - INDICATES AN EASEMENT FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS AND INCIDENTAL PURPOSES, RECORDED JULY 5, 2018 AS INSTRUMENT NO. 2018-0271577 OF OFFICIAL RECORDS.
 - INDICATES AN EASEMENT FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS AND INCIDENTAL PURPOSES, RECORDED JULY 5, 2018 AS INSTRUMENT NO. 2018-0271578 OF OFFICIAL RECORDS.
 - INDICATES AN EASEMENT FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS AND INCIDENTAL PURPOSES, RECORDED JULY 5, 2018 AS INSTRUMENT NO. 2018-0271579 OF OFFICIAL RECORDS.
 - PUE
 - INDICATES 5' EASEMENT IN FAVOR OF THE CITY OF BEAUMONT FOR PUBLIC UTILITY PURPOSES AND THE MAINTENANCE THEREOF, AS INDICATED HEREON.

AMENDED TRACT NO. 31470-4

BEING A SUBDIVISION OF PORTIONS OF LOTS 5 AND 8 OF TRACT NO. 35574 AS FILED IN BOOK 427 PAGES 65 THROUGH 70, AND PORTIONS OF LOTS 3 AND 4 OF TRACT NO. 31470-3 OF THE COUNTY RECORDED IN RIVERSIDE COUNTY, CALIFORNIA; BEING LOCATED IN SECTION 36, T. 2 S., R. 1 W., S.E.M.

Michael Baker INTERNATIONAL



NOTE:
 SEE SHEET 3 FOR BOUNDARY CONTROL, SURVEY NOTES, MONUMENT NOTES, EASEMENT NOTES, VICINITY MAP AND BASIS OF BEARINGS.

STATION	BEARINGS/Delta	RADIUS	LENGTH
1	(N85°33'06" E)	---	112.00' (S)
2	(N46°23'31" E)(R)	---	20.00' (S)
3	(S6°57'15" E)	61.00'	60.84' (S)
4	(N72°28'18" E)	---	56.87' (S)
5	(N17°20'35" E)	105.00'	26.28' (S)
6	(N17°20'35" E)	2022.00'	51.90' (S)
7	(N85°50'50" E)	---	28.28' (S)
8	(N43°51'58" E)	---	89.00' (S)
9	(N07°07'37" E)	---	46.00' (S)
10	(N89°52'23" E)	---	188.96' (S)
11	(N89°52'23" E)	---	270.29' (S)
12	(S5°01'56" E)	442.00'	114.40' (S)
13	(N89°52'23" E)	---	114.40' (S)
14	(N45°50'00" E)	333.00'	105.00' (S)
15	(N47°56'50" E)	---	139.29' (S)
16	(N47°54'18" E)	---	32.75' (S)
17	(N89°52'23" E)	---	105.00' (S)
18	(N89°52'23" E)	---	28.50' (S)
19	(N45°42'39" E)	---	138.44' (S)
20	(N89°52'23" E)	---	55.86' (S)
21	(N07°07'37" E)	477.00'	114.40' (S)
22	(N07°07'37" E)	---	58.17' (S)
23	(N07°07'37" E)	500.00'	128.00' (S)
24	(N07°07'37" E)	---	82.49' (S)
25	(N07°07'37" E)	620.00'	230.84' (S)
26	(N47°21'43" E)	---	72.09' (S)
27	(N47°21'43" E)	---	28.28' (S)
28	(N47°21'43" E)	---	28.28' (S)
29	(N47°21'43" E)	---	28.28' (S)
30	(N47°21'43" E)	---	101.00' (S)
31	(N47°21'43" E)	---	101.00' (S)

AMENDED TRACT NO. 31470-4

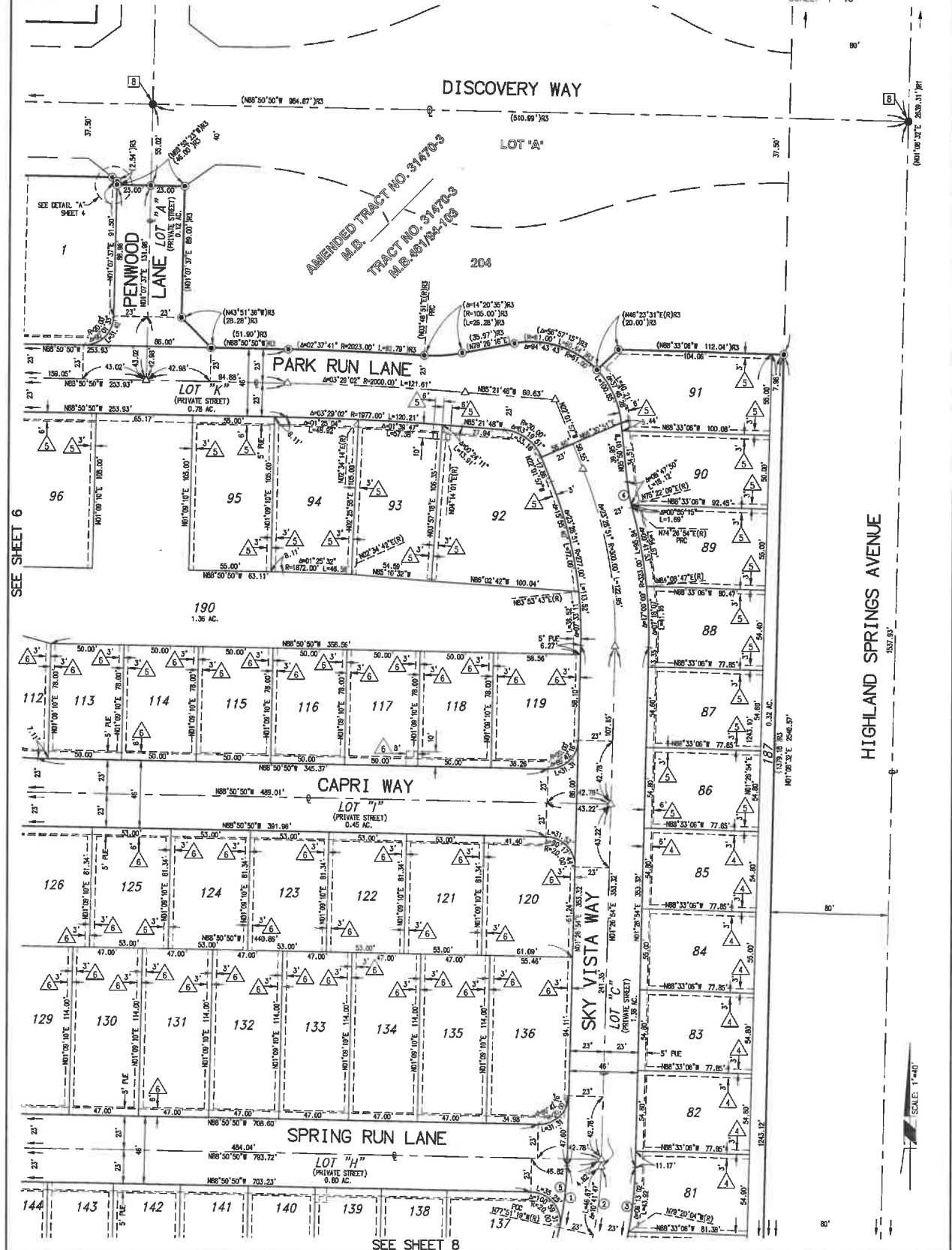
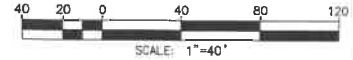
BEING A SUBDIVISION OF PORTIONS OF LOTS 5 AND 6 OF TRACT NO. 35574 AS FILED IN BOOK 427, PAGES 65 THROUGH 70, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA; BEING LOCATED IN SECTION 35, T. 2 S., R. 1 W., S.B.M.

DATA TABLE			
NO.	BEARING/Delta	RADIUS	LENGTH
1	87°44'34"	227.00'	70.32'
2	17°44'54"	256.00'	77.44'
3	17°44'54"	273.00'	84.57'
4	98°43'05"	103.00'	17.81'
5	10°41'47"	227.00'	42.38'

NOTE:

SEE SHEETS 3 & 4 FOR BOUNDARY CONTROL, SHEET INDEX MAP, SURVEYOR NOTES, MONUMENT NOTES, EASEMENT NOTES, VICINITY MAP AND BASIS OF BEARINGS.

Michael Baker INTERNATIONAL



SEE SHEET 6

SEE SHEET 8

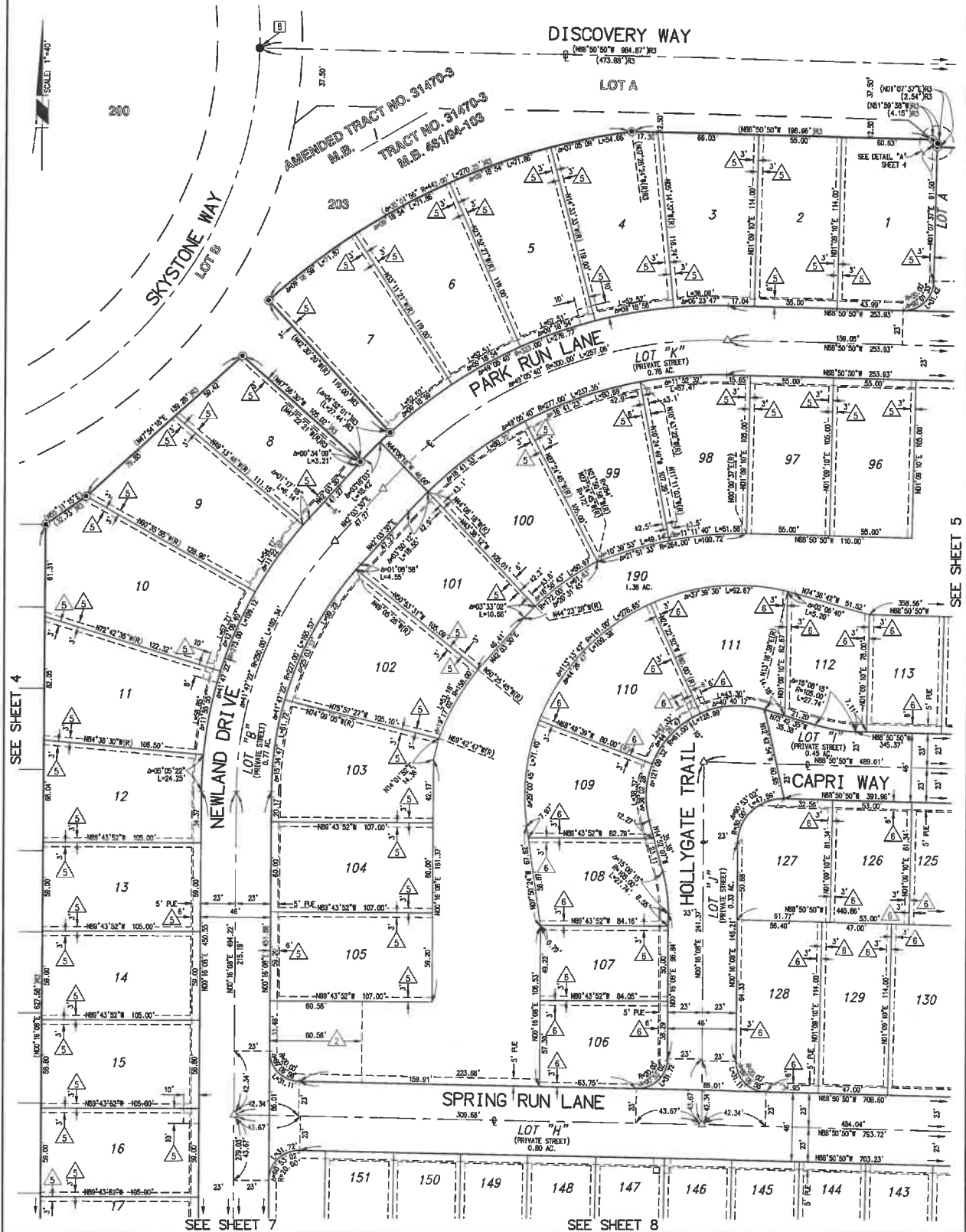
SCALE: 1"=40'

AMENDED TRACT NO. 31470-4

BEING A SUBDIVISION OF PORTIONS OF LOTS 5 AND 6 OF TRACT NO. 35574 AS FILED IN BOOK 427, PAGES 65 THROUGH 70, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA; BEING LOCATED IN SECTION 35, T. 2 S., R. 1 W., S.B.M.

**Michael Baker
INTERNATIONAL**

NOTE:
SEE SHEETS 3 & 4 FOR BOUNDARY CONTROL, SHEET INDEX MAP, SURVEYOR NOTES, EASEMENT NOTES, MONUMENT NOTES, VICINITY MAP AND BASIS OF BEARINGS.



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

AMENDED TRACT NO. 31470-4

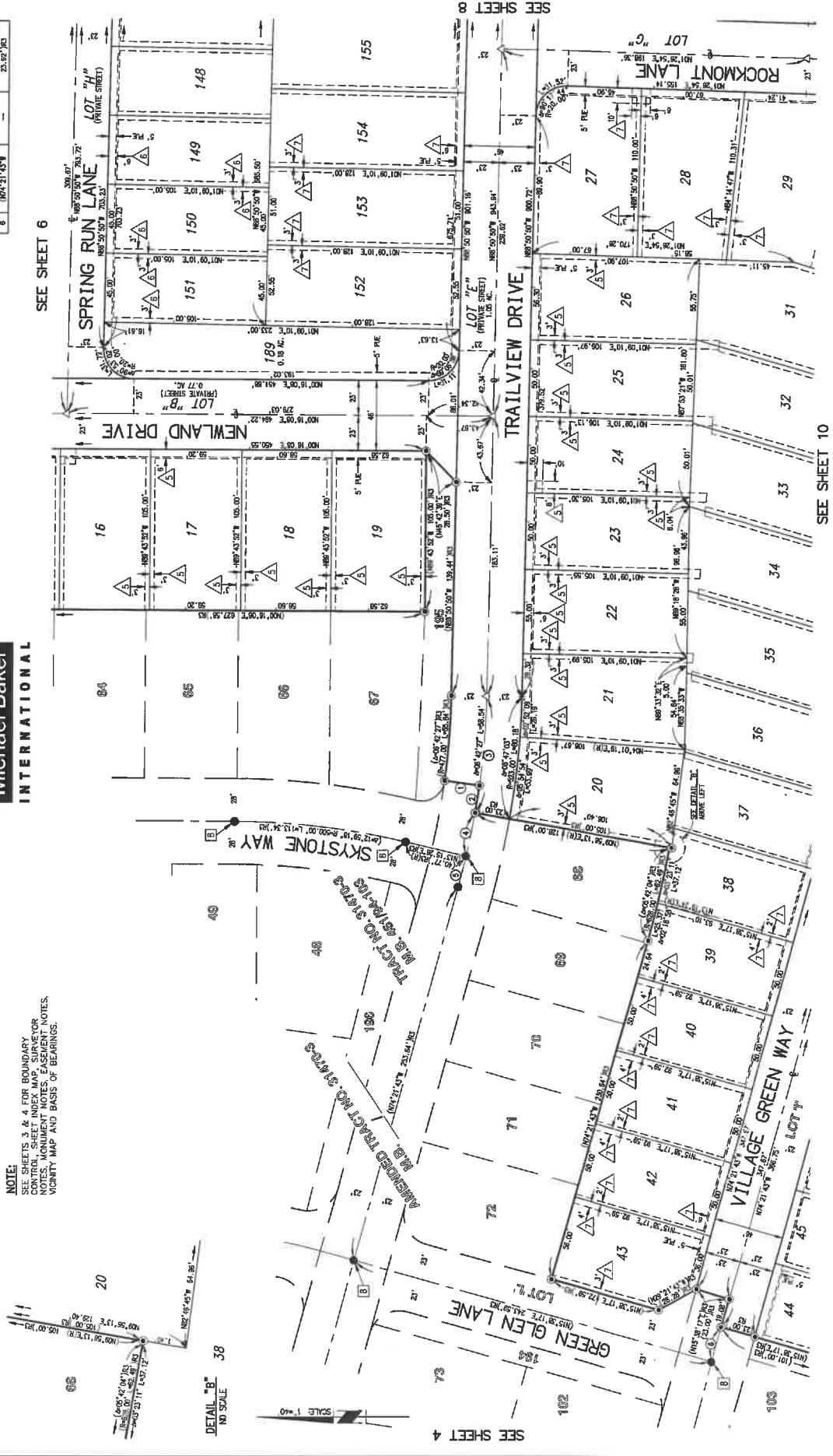
BEING A SUBDIVISION OF PORTIONS OF LOTS 5 AND 8 OF TRACT NO. 35574 AS FILED IN BOOK 427 PAGES 65 THROUGH 71 AND IN THE RECORDS OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA; BEING LOCATED IN SECTION 35, T. 2 S., R. 1 W., S.B.M.

Michael Baker INTERNATIONAL

NOTE:
SEE SHEETS 3 & 4 FOR BOUNDARY MAP, LOTS, METORS, MONUMENT NOTES, EASEMENT NOTES, VICINITY MAP AND BASIS OF BEARINGS.



DATA TABLE		
BEARING/Delta	RADIUS	LENGTH
1 (N07°57'37"E)R	500.00'	23.00' R3
2 (S2°04'28"E)	500.00'	15.17' R3
3 (S3°18'13"E)	500.00'	28.89' R3
4 (S2°22'31"E)	500.00'	20.79' R3
5 (N14°21'43"W)	---	23.12' R3



SEE SHEET 6

SEE SHEET 8

SEE SHEET 10

DETAIL "B"
NO SCALE

SCALE: 1"=40'

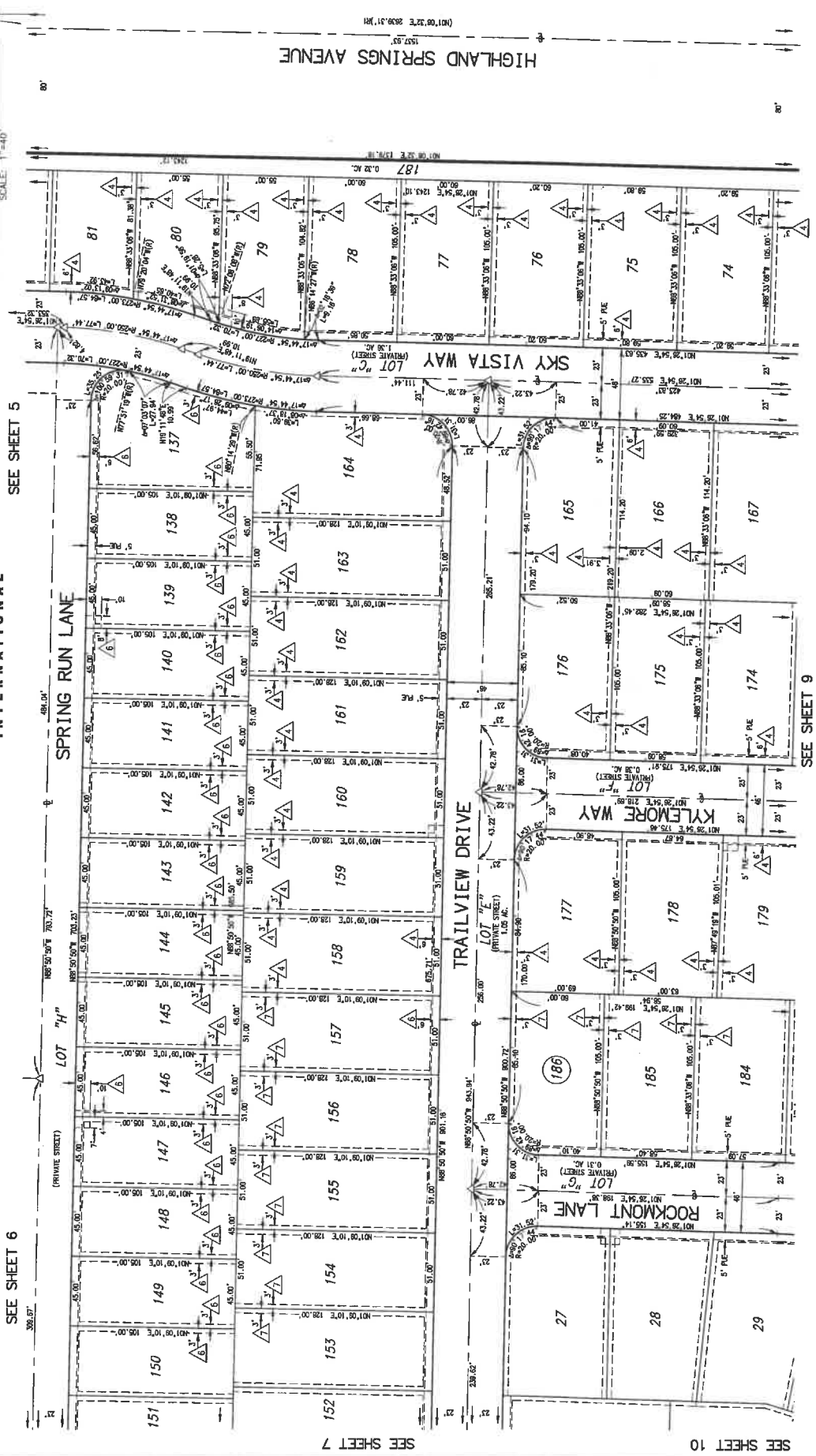
AMENDED TRACT NO. 31470-4

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

BEING A SUBDIVISION OF PORTIONS OF LOTS 5 AND 6 OF TRACT NO. 35574 AS FILED IN BOOK 427 PAGES 5 THROUGH 70, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 35, T. 2 S., R. 1 W., S.B.M.

NOTE: SHEETS 3, 4 & 5 FOR BOUNDARY CONTROL, SHEET MAPS, SURVEYOR'S NOTES, MONUMENT NOTES, EASEMENT NOTES, VICINITY MAP AND BASIS OF BEARINGS.

Michael Baker INTERNATIONAL



SEE SHEET 5

SEE SHEET 6

SEE SHEET 7

SEE SHEET 10

SEE SHEET 9

DATA TABLE		
NO.	BEARING/Delta	LENGTH
1	N15°30'17"E	60.37'
2	N15°30'17"E	31.17'
3	0°13'00"	12.75'
4	0°13'00"	11.04'
5	N15°01'00"	26.12'
6	N15°01'00"	27.74'



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

AMENDED TRACT NO. 31470-4

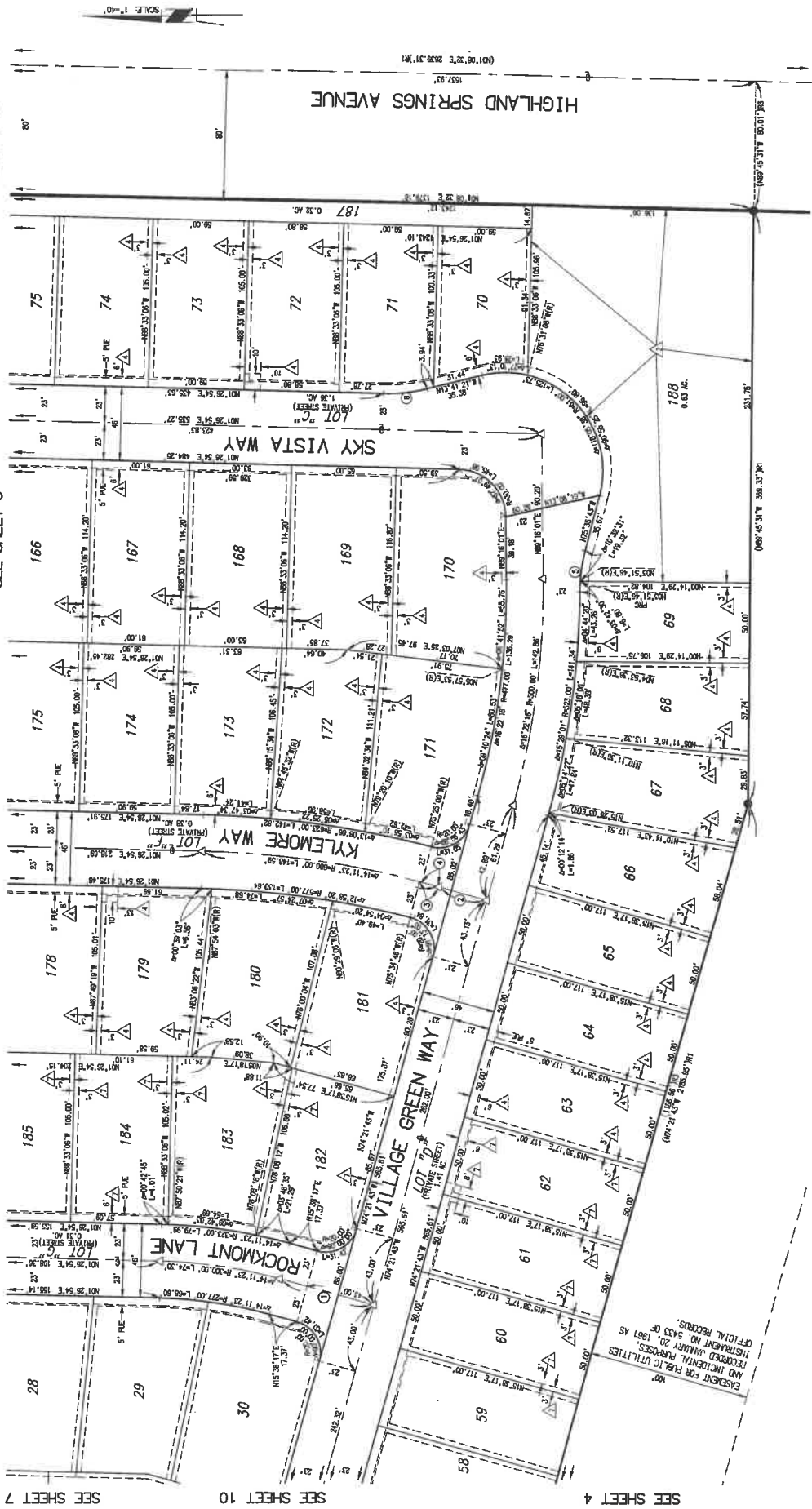
BEING A SUBDIVISION OF PORTIONS OF LOTS 5 AND 6 OF TRACT NO. 35574 AS FILED IN BOOK 27, PAGE 10 THROUGH 10, INCLUSIVE, OF THE MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 35, T. 2 S., R. 1 W., S.B.M.

Michael Baker

INTERNATIONAL

SEE SHEET 8

NOTE:
SEE SHEETS 3 & 4 FOR BOUNDARY CONTROL SHEET INDEX MAP, SURVEYOR NOTES, ADJACENT NOTES, EASEMENT NOTES, VICINITY MAP AND BASIS OF BEARINGS.



SEE SHEET 7

SEE SHEET 10

SEE SHEET 4

EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED JANUARY 20, 1981 AS INSTRUMENT NO. 5443 OF OFFICIAL RECORDS

SEE SHEET 4

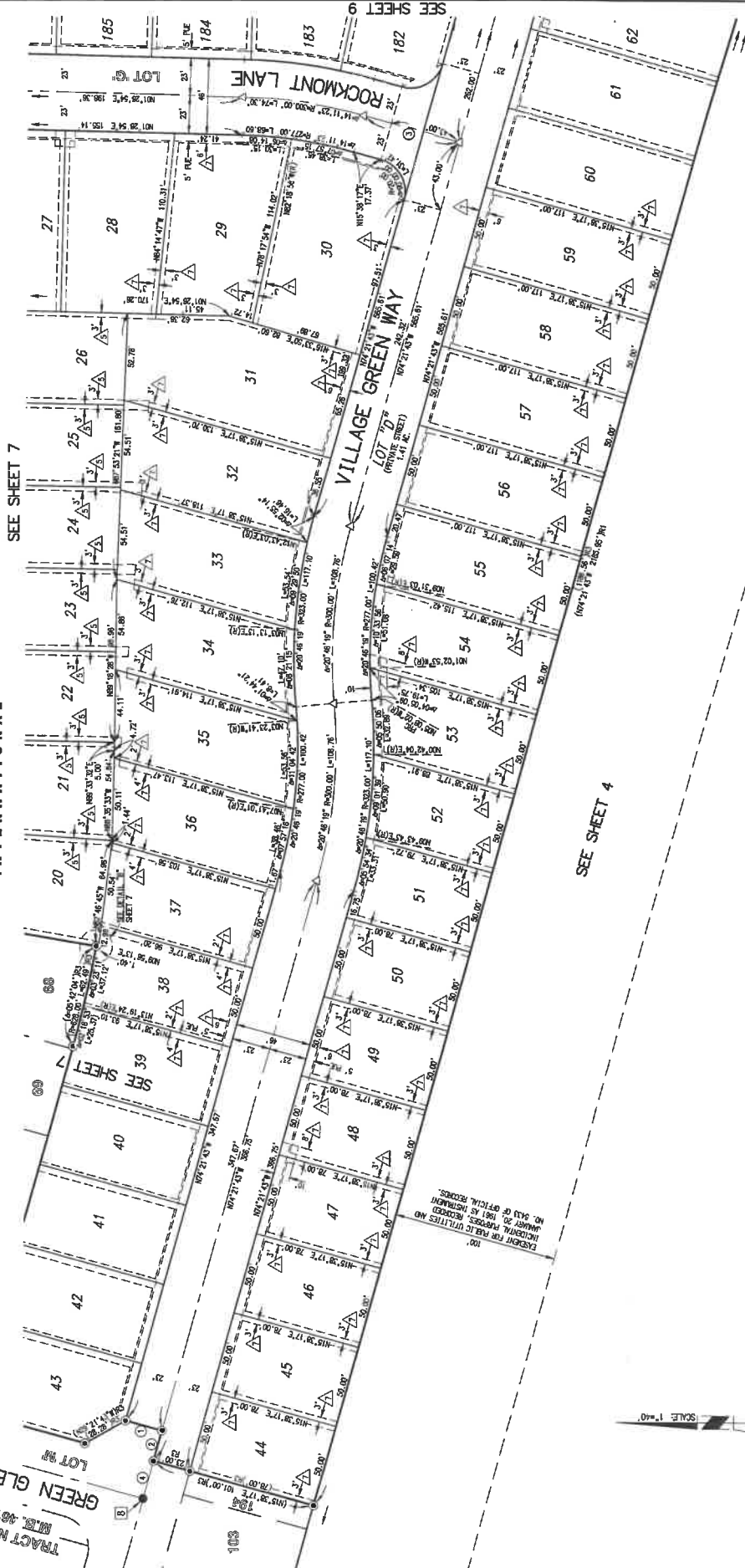
IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

AMENDED TRACT NO. 31470-4

BEING A SUBDIVISION OF PORTIONS OF LOTS 5 AND 6 OF TRACT NO. 35574, AS FILED IN BOOK 427 PAGES 56 THROUGH 70, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA; BEING LOCATED IN SECTION 35, T. 2 S., R. 1 W., S.B.M.

**Michael Baker
INTERNATIONAL**

TRACT NO. 31470-3
M.B. 461/94-103
LOT 41



SEE SHEET 7

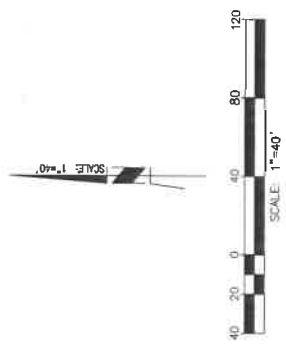
SEE SHEET 9

SEE SHEET 4

EXCEPT FOR PUBLIC UTILITIES AND
INCIDENTAL PURPOSES, RECORDED
HEREIN SHALL BE CONSIDERED
NO BASIS OF OFFICIAL RECORDS.

	BEARING	RADIUS	LENGTH
1	M15°38'17"E	—	23.00'
2	M15°38'17"E	—	23.00'
3	M15°38'17"E	—	60.37'
4	M15°38'17"E	—	23.02'

NOTE:
SEE SHEETS 3 & 4 FOR BOUNDARY CONTROL, SHEET
10 FOR CURVE DATA, SHEETS 11-13 FOR
EASEMENT NOTES, VICINITY MAP AND BASIS OF
BEARINGS.



Attachment "D"
Tract Map 31470-5 Exhibit

THIS SUBDIVISION CONTAINS

215 NUMBERED LOTS
13 LETTERED LOTS
425 LOTS IN BLOCK
421/9 ADAMS CROSS

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 CLAIM 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 LOT 14, (SHERBOURNE LANE), LOT 15, (PARK VILLAGE DRIVE), LOT 16, (SANSNEY WAY), LOT 17, (CANTON LANE), LOTS 18, AND 19, (PARK VILLAGE DRIVE), LOT 20, (DANFORTH DRIVE), LOT 21, (ROBINSON WAY), LOT 22, (PARK VILLAGE DRIVE), LOT 23, (LISBON LANE), LOT 24, (CANTON DRIVE), AND LOT 25, (DANFORTH DRIVE), INDICATED AS PRIVATE STREETS, AS SHOWN HEREON, FOR PRIVATE USE FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

WE HEREBY RETAIN FOR OPEN SPACE, TRAIL, AND THE MAINTENANCE THEREOF, LOTS 208 THROUGH 214, INCLUSIVE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

WE HEREBY RETAIN FOR PARK PURPOSES AND THE MAINTENANCE THEREOF, LOT 215, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

WE HEREBY DECIDE TO THE CITY OF BEAUMONT, ENGINEERS FOR PUBLIC UTILITIES AND DRAINAGE PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR PUBLIC STREET AND UTILITY MAINTENANCE VEHICLE PURPOSES WITHIN LOTS 14, THROUGH 25, INCLUSIVE, AS SHOWN ON THIS TRACT MAP.

WE HEREBY DECIDE TO THE CITY OF BEAUMONT, ENGINEERS FOR PUBLIC UTILITIES AND DRAINAGE PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR PUBLIC STREET AND UTILITY MAINTENANCE VEHICLE PURPOSES WITHIN LOTS 208 THROUGH 214, INCLUSIVE, AS SHOWN ON THIS TRACT MAP.

WE HEREBY DECIDE TO THE CITY OF BEAUMONT, ENGINEERS FOR PUBLIC UTILITIES AND DRAINAGE PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR PUBLIC STREET AND UTILITY MAINTENANCE VEHICLE PURPOSES WITHIN LOTS 215, THROUGH 220, INCLUSIVE, AS SHOWN WITHIN THIS TRACT MAP.

WE HEREBY DECIDE TO THE CITY OF BEAUMONT, ENGINEERS FOR PUBLIC UTILITIES AND DRAINAGE PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR PUBLIC STREET AND UTILITY MAINTENANCE VEHICLE PURPOSES WITHIN LOTS 221, THROUGH 226, INCLUSIVE, AS SHOWN WITHIN THIS TRACT MAP.

WE HEREBY DECIDE TO THE CITY OF BEAUMONT, ENGINEERS FOR PUBLIC UTILITIES AND DRAINAGE PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR PUBLIC STREET AND UTILITY MAINTENANCE VEHICLE PURPOSES WITHIN LOTS 227, THROUGH 232, INCLUSIVE, AS SHOWN WITHIN THIS TRACT MAP.

WE HEREBY DECIDE TO THE CITY OF BEAUMONT, ENGINEERS FOR PUBLIC UTILITIES AND DRAINAGE PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR PUBLIC STREET AND UTILITY MAINTENANCE VEHICLE PURPOSES WITHIN LOTS 233, THROUGH 238, INCLUSIVE, AS SHOWN WITHIN THIS TRACT MAP.

WE HEREBY DECIDE TO THE CITY OF BEAUMONT, ENGINEERS FOR PUBLIC UTILITIES AND DRAINAGE PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR PUBLIC STREET AND UTILITY MAINTENANCE VEHICLE PURPOSES WITHIN LOTS 239, THROUGH 244, INCLUSIVE, AS SHOWN WITHIN THIS TRACT MAP.

WE HEREBY DECIDE TO THE CITY OF BEAUMONT, ENGINEERS FOR PUBLIC UTILITIES AND DRAINAGE PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR PUBLIC STREET AND UTILITY MAINTENANCE VEHICLE PURPOSES WITHIN LOTS 245, THROUGH 250, INCLUSIVE, AS SHOWN WITHIN THIS TRACT MAP.

WE HEREBY DECIDE TO THE CITY OF BEAUMONT, ENGINEERS FOR PUBLIC UTILITIES AND DRAINAGE PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR PUBLIC STREET AND UTILITY MAINTENANCE VEHICLE PURPOSES WITHIN LOTS 251, THROUGH 256, INCLUSIVE, AS SHOWN WITHIN THIS TRACT MAP.

WE HEREBY DECIDE TO THE CITY OF BEAUMONT, ENGINEERS FOR PUBLIC UTILITIES AND DRAINAGE PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR PUBLIC STREET AND UTILITY MAINTENANCE VEHICLE PURPOSES WITHIN LOTS 257, THROUGH 262, INCLUSIVE, AS SHOWN WITHIN THIS TRACT MAP.

WE HEREBY DECIDE TO THE CITY OF BEAUMONT, ENGINEERS FOR PUBLIC UTILITIES AND DRAINAGE PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR PUBLIC STREET AND UTILITY MAINTENANCE VEHICLE PURPOSES WITHIN LOTS 263, THROUGH 268, INCLUSIVE, AS SHOWN WITHIN THIS TRACT MAP.

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

TRACT NO. 31470-5

BEING A SUBDIVISION OF A PORTION OF LOT 3 OF TRACT NO. 35574 AS FILED IN BOOK 427, PAGE 65 THROUGH 70, INCLUSIVE, IN THE OFFICE OF THE COUNTY CLERK, RIVERSIDE COUNTY, CALIFORNIA, AND A PORTION OF PARCEL 24, OF LOT LINE ADJUSTMENT NO. 14-11A-001, RECORDED JUNE 27, 2014 AS DOCUMENT NO. 2014-0238927 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 35, T. 2 S., R. 1 W., S.B.M.

Michael Baker INTERNATIONAL

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS OR ENCUMBRANCES OF ANY KIND AGAINST THE TAXPAYER'S PROPERTY, INCLUDING BUT NOT LIMITED TO TAX LIENS, AS SHOWN ON THIS TRACT MAP.

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$_____ HAS BEEN SECURED AND FILED WITH THE COUNTY CLERK OF RIVERSIDE COUNTY, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF THE TAXES DUE ON THE PROPERTY SHOWN ON THIS TRACT MAP.

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE KNOWS ONLY THE CONTENTS OF THIS CERTIFICATE, AND NOT THE FACTS, ACCURACY, OR TRUTH OF THE INFORMATION CONTAINED THEREIN.

BEAUMONT CITY COUNCIL CERTIFICATE

THE BEAUMONT CITY COUNCIL, COUNTY OF RIVERSIDE, CALIFORNIA, HAS REVIEWED AND APPROVED THE SUBDIVISION MAP AND THE REQUIRMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES.

BEAUMONT CITY CLERK CERTIFICATE

I HEREBY CERTIFY THAT THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES HAVE BEEN REVIEWED AND APPROVED BY THE BEAUMONT CITY CLERK, COUNTY OF RIVERSIDE, CALIFORNIA.

BEAUMONT CITY ENGINEER'S STATEMENT

THIS MAP COMPLETES THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY ACCURATE AS IT REPRESENTS THE REALITY OF THE TRACT MAP SHOWN AS FILED, AMENDED, AND APPROVED BY THE BEAUMONT CITY COUNCIL AND THE BEAUMONT CITY CLERK.

BEAUMONT CITY ENGINEER'S STATEMENT

THIS MAP COMPLETES THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY ACCURATE AS IT REPRESENTS THE REALITY OF THE TRACT MAP SHOWN AS FILED, AMENDED, AND APPROVED BY THE BEAUMONT CITY COUNCIL AND THE BEAUMONT CITY CLERK.

BEAUMONT CITY ENGINEER'S STATEMENT

THIS MAP COMPLETES THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY ACCURATE AS IT REPRESENTS THE REALITY OF THE TRACT MAP SHOWN AS FILED, AMENDED, AND APPROVED BY THE BEAUMONT CITY COUNCIL AND THE BEAUMONT CITY CLERK.

BEAUMONT CITY ENGINEER'S STATEMENT

THIS MAP COMPLETES THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY ACCURATE AS IT REPRESENTS THE REALITY OF THE TRACT MAP SHOWN AS FILED, AMENDED, AND APPROVED BY THE BEAUMONT CITY COUNCIL AND THE BEAUMONT CITY CLERK.

RECORDED STATEMENT
FILED THIS _____ DAY OF _____ 20____ AT _____ OF LOTS AT PAGES _____ OF BOOK _____ AT THE OFFICE OF THE CITY CLERK, CITY OF BEAUMONT, CALIFORNIA.

FETER ALONIA, ASSESSOR-COUNTY CLERK-RECORDER
BY _____ DEPUTY SUBDIVISION GUARANTEE - FIRST AMERICAN TITLE COMPANY

DATE: _____ 20____
BY: _____ DEPUTY

SUBDIVISION GUARANTEE

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IS BASED ON A FIELD SURVEY IN ACCORDANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY ACCURATE AS IT REPRESENTS THE REALITY OF THE TRACT MAP SHOWN AS FILED, AMENDED, AND APPROVED BY THE BEAUMONT CITY COUNCIL AND THE BEAUMONT CITY CLERK.

CITY ENGINEER'S STATEMENT

THIS MAP COMPLETES THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY ACCURATE AS IT REPRESENTS THE REALITY OF THE TRACT MAP SHOWN AS FILED, AMENDED, AND APPROVED BY THE BEAUMONT CITY COUNCIL AND THE BEAUMONT CITY CLERK.

CITY ENGINEER'S STATEMENT

THIS MAP COMPLETES THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY ACCURATE AS IT REPRESENTS THE REALITY OF THE TRACT MAP SHOWN AS FILED, AMENDED, AND APPROVED BY THE BEAUMONT CITY COUNCIL AND THE BEAUMONT CITY CLERK.

CITY ENGINEER'S STATEMENT

THIS MAP COMPLETES THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY ACCURATE AS IT REPRESENTS THE REALITY OF THE TRACT MAP SHOWN AS FILED, AMENDED, AND APPROVED BY THE BEAUMONT CITY COUNCIL AND THE BEAUMONT CITY CLERK.

CITY ENGINEER'S STATEMENT

THIS MAP COMPLETES THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY ACCURATE AS IT REPRESENTS THE REALITY OF THE TRACT MAP SHOWN AS FILED, AMENDED, AND APPROVED BY THE BEAUMONT CITY COUNCIL AND THE BEAUMONT CITY CLERK.

CITY ENGINEER'S STATEMENT

THIS MAP COMPLETES THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY ACCURATE AS IT REPRESENTS THE REALITY OF THE TRACT MAP SHOWN AS FILED, AMENDED, AND APPROVED BY THE BEAUMONT CITY COUNCIL AND THE BEAUMONT CITY CLERK.

CITY ENGINEER'S STATEMENT

THIS MAP COMPLETES THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY ACCURATE AS IT REPRESENTS THE REALITY OF THE TRACT MAP SHOWN AS FILED, AMENDED, AND APPROVED BY THE BEAUMONT CITY COUNCIL AND THE BEAUMONT CITY CLERK.

CITY ENGINEER'S STATEMENT

THIS MAP COMPLETES THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY ACCURATE AS IT REPRESENTS THE REALITY OF THE TRACT MAP SHOWN AS FILED, AMENDED, AND APPROVED BY THE BEAUMONT CITY COUNCIL AND THE BEAUMONT CITY CLERK.

CITY ENGINEER'S STATEMENT

THIS MAP COMPLETES THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY ACCURATE AS IT REPRESENTS THE REALITY OF THE TRACT MAP SHOWN AS FILED, AMENDED, AND APPROVED BY THE BEAUMONT CITY COUNCIL AND THE BEAUMONT CITY CLERK.



TRACT NO. 31470-5

BEING A SUBDIVISION OF A PORTION OF LOT 3 OF TRACT NO. 38574 AS FILED IN BOOK 427, PAGES 65 THROUGH 70, INCLUDING OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, AND A PORTION OF PARCEL "A" OF LOT LINE ADJUSTMENT NO. 14-LA-001, RECORDED JUNE 27, 2014 AS DOCUMENT NO. 2014-0238527 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 35, T. 2 S., R. 1 W., S.B.M.

Michael Baker INTERNATIONAL



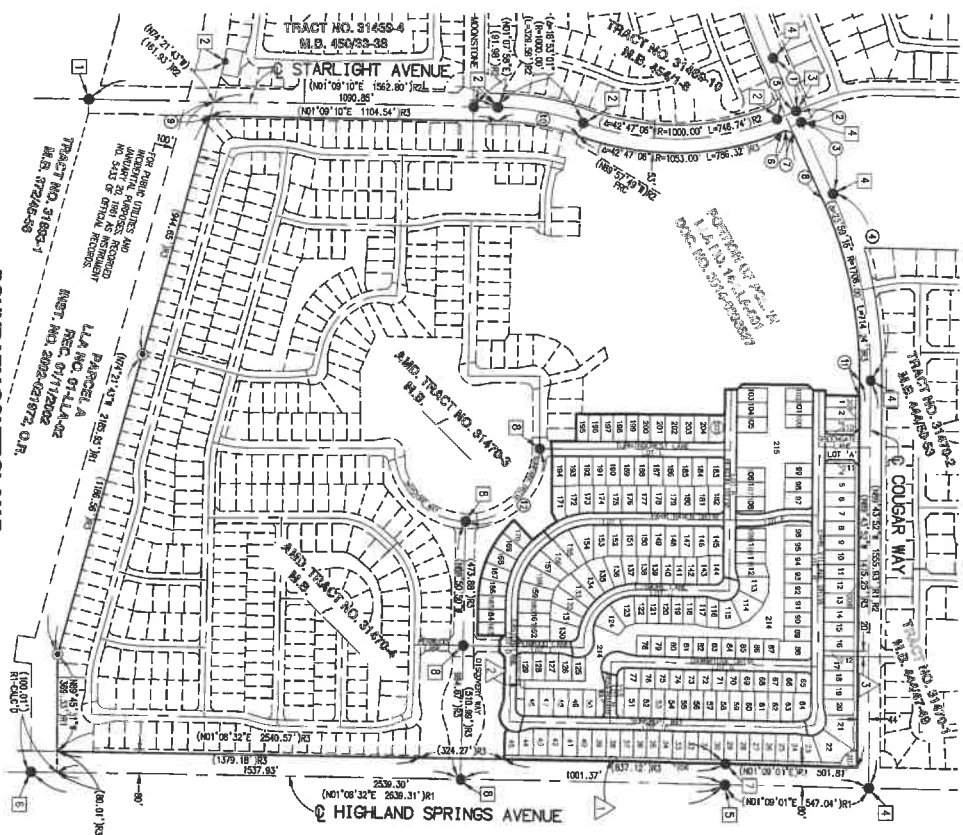
NO.	DESCRIPTION	LENGTH
1	IRON PIPE W/1/4" IRON BAND	220.00' R.I. 82
2	IRON PIPE W/1/4" IRON BAND	46.48' R.I. 82
3	IRON PIPE W/1/4" IRON BAND	208.33' R.I. 82
4	CONCRETE MONUMENT STAMPED "L.S. 8508"	782.66' R.I. 82
5	CONCRETE MONUMENT STAMPED "L.S. 8508"	14.23' R.I. 82
6	CONCRETE MONUMENT STAMPED "L.S. 8508"	270.80' R.I. 82
7	CONCRETE MONUMENT STAMPED "L.S. 8508"	312.11' R.I. 82
8	CONCRETE MONUMENT STAMPED "L.S. 8508"	58.29' R.I. 82
9	CONCRETE MONUMENT STAMPED "L.S. 8508"	277.25' R.I. 82
10	CONCRETE MONUMENT STAMPED "L.S. 8508"	438.70' R.I. 82

SURVEYOR'S NOTES:

- (1) - DENOTES RECORD DATA PER TRACT NO. 38574, FILED IN MAP BOOK 427, PAGES 65 THROUGH 70, INCLUDING RECORDS OF THE COUNTY OF RIVERSIDE, AND MEASURED, UNLESS OTHERWISE NOTED.
- (1)2 - DENOTES RECORD DATA PER TRACT NO. 31469-4, FILED IN MAP BOOK 450, PAGES 33 THROUGH 38, INCLUDING RECORDS OF THE COUNTY OF RIVERSIDE, AND MEASURED, UNLESS OTHERWISE NOTED.
- (1)3 - DENOTES RECORD DATA PER AMENDED TRACT NO. 31470-3, FILED IN MAP BOOK THROUGH INCLUDING RECORDS OF THE COUNTY OF RIVERSIDE, AND MEASURED, UNLESS OTHERWISE NOTED.
- (1)4 - DENOTES RECORD DATA PER AMENDED TRACT NO. 31470-4, FILED IN MAP BOOK THROUGH INCLUDING RECORDS OF THE COUNTY OF RIVERSIDE, AND MEASURED, UNLESS OTHERWISE NOTED.
- ALL MONUMENTS SHOWN AS SET WILL BE SET WITHIN ONE YEAR AFTER THE ACCEPTANCE OF IMPROVEMENTS BY THE CITY COUNCIL.
- SET 1" IRON PIPE TAGGED "L.S. 8508" FLUSH, OR LEAD, TACK AND TAG "L.S. 8508" FLUSH, IN CONCRETE AT ALL REAR LOT CORNERS, REAR AND SIDE LOT CORNERS AND ENDS OF CURB, IN LEU OF FRONT CORNERS, SET LEAD, TACK AND TAG "L.S. 8508" AT P.L. POND ON TOP OF CURB AT SIDE LOT LINES PRODUCED.
- SET 1" IRON PIPE TAGGED "L.S. 8508" FLUSH, OR LEAD, TACK AND TAG "L.S. 8508" FLUSH, IN CONCRETE.
- △ SET CONCRETE MONUMENT STAMPED "L.S. 8508" FLUSH.
- ⊙ DENOTES 1" IRON PIPE W/1/4" IRON BAND TO BE SET PER AMENDED TRACT NO. 31470-3, M.B.
- DENOTES FOUND MONUMENT AS NOTED AND REFERENCED HEREON:
 - FOUND 2" IRON PIPE W/1/4" IRON BAND "L.S. 8508" OR 1" IRON PIPE TAGGED "L.S. 8508" OR LEAD, TACK AND TAG "L.S. 8508" TO BE SET PER AMENDED TRACT NO. 31469-4, M.B.
 - CONCRETE MONUMENT STAMPED "L.S. 8508" TO BE SET PER TRACT NO. 31469-1, M.B. 445/5-11.
 - CONCRETE MONUMENT STAMPED "L.S. 8508" TO BE SET PER TRACT NO. 31470-1, M.B. 444/4-7-49.
 - CONCRETE MONUMENT STAMPED "L.S. 8508" TO BE SET PER TRACT NO. 35574, M.B. 427/65-70, ACCEPTED AS E 1/4 COR. SEC. 35.
 - FOUND 1-1/2" IRON PIPE W/PLASTIC FLOUS STAMPED "RIV CO SURV", IN MON HELL PER TRACT NO. 35574, M.B. 427/65-70, ACCEPTED AS E COR. SEC. 35.
 - FOUND 1" IRON PIPE W/1/4" IRON BAND "L.S. 7830" FLUSH, PER TRACT NO. 31470-2, M.B. 444/50-53.
 - CONCRETE MONUMENT STAMPED "L.S. 8508" TO BE SET PER AMENDED TRACT NO. 31470-3, M.B.

BASIS OF BEARINGS:

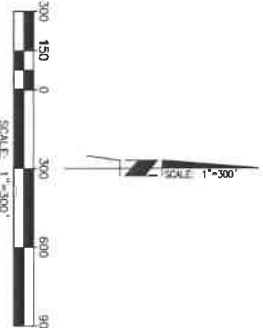
THE BEARING OF N01°09'32"E ALONG THE CENTERLINE OF HIGH AND SPRINGS AVENUE AS SHOWN ON TRACT MAP NO. 35574, M.B. 427/65-70 RECORDS OF RIVERSIDE COUNTY, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.



BOUNDARY CONTROL MAP

EASEMENT NOTES:

- INDICATES AN EASEMENT FOR DRAINAGE FACILITIES AND CHERRY VALLEY WATER DISTRICT FOR DOMESTIC WATER AND MAINTENANCE THEREOF, OVER LOT 212, AND A PORTION OF LOT 208, DEDICATED HEREON.
- INDICATES EASEMENTS IN FAVOR OF THE CITY OF BEAUMONT FOR STORM DRAIN PURPOSES, OVER PORTIONS OF LOT 214, DEDICATED HEREON.
- INDICATES EASEMENTS IN FAVOR OF THE BEAUMONT CHERRY VALLEY WATER DISTRICT FOR DOMESTIC WATER PURPOSES AND MAINTENANCE THEREOF, OVER LOT 212, AND A PORTION OF LOT 208, DEDICATED HEREON.
- INDICATES 5' EASEMENT IN FAVOR OF THE CITY OF BEAUMONT FOR PUBLIC UTILITY PURPOSES AND THE MAINTENANCE THEREOF, AS INDICATED HEREON.



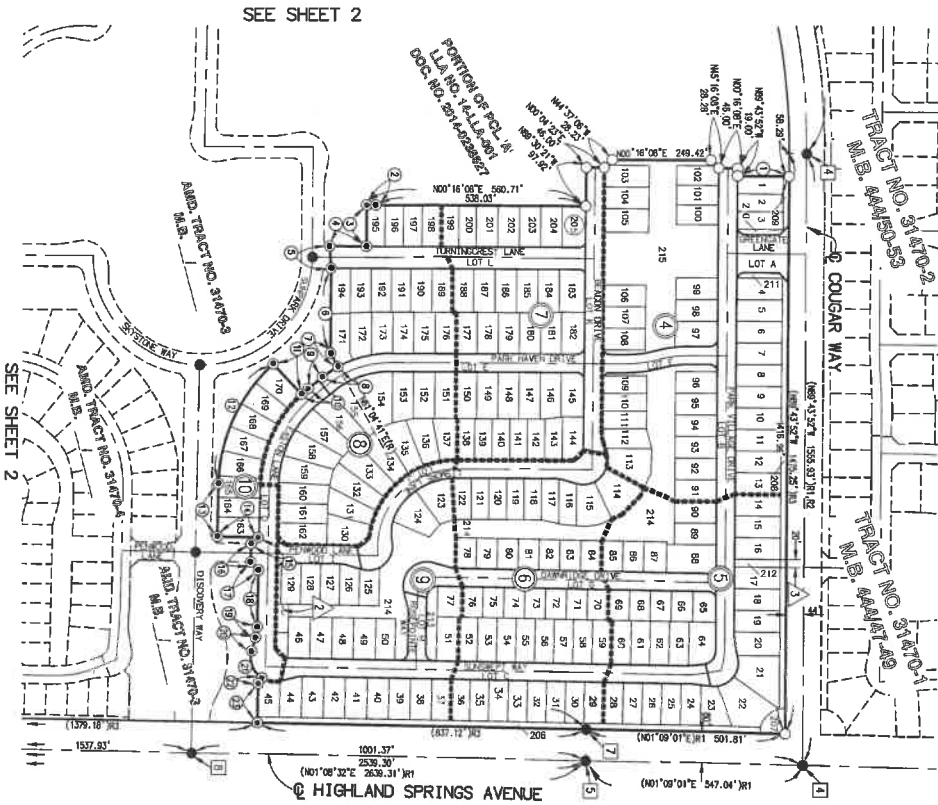
IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

SHEET 3 OF 10 SHEETS

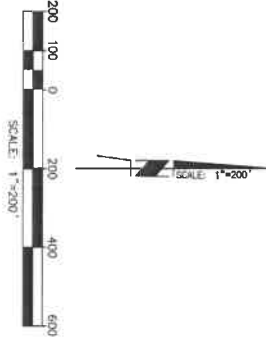
TRACT NO. 31470-5

BEING A SUBDIVISION OF A PORTION OF LOT 3 OF TRACT NO. 35574 AS FILED IN BOOK 427 PAGES 65 THROUGH 70, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, AND A PORTION OF PARCEL "A" OF LOT LINE ADJUSTMENT NO. 14-LA-001, RECORDED JUNE 27, 2014 AS DOCUMENT NO. 2014-0238627 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 35, T. 2 S., R. 1 W., S.B.M.

Michael Baker
INTERNATIONAL



BEARING/DETA. ROUTES	LENGTH
1 N00°16'08"E	128.00'
2 N00°16'08"E	262.00'
3 N00°16'08"E	106.00'
4 N00°16'08"E	50.00'
5 N00°16'08"E	50.00'
6 N00°16'08"E	50.00'
7 N00°16'08"E	50.00'
8 N00°16'08"E	50.00'
9 N00°16'08"E	50.00'
10 N00°16'08"E	50.00'
11 N00°16'08"E	50.00'
12 N00°16'08"E	50.00'
13 N00°16'08"E	50.00'
14 N00°16'08"E	50.00'
15 N00°16'08"E	50.00'
16 N00°16'08"E	50.00'
17 N00°16'08"E	50.00'
18 N00°16'08"E	50.00'
19 N00°16'08"E	50.00'
20 N00°16'08"E	50.00'
21 N00°16'08"E	50.00'
22 N00°16'08"E	50.00'



TRACT BOUNDARY AND SHEET INDEX MAP
INDICATES SHEET NUMBER

NOTE:
SHEET 2 FOR BOUNDARY CONTROL SURVEYS
NOTES, EASEMENT NOTES, VIGNETTE MAP AND BASIS OF BEARINGS

EASEMENT NOTES:
5' PUE INDICATES 5' EASEMENT IN FAVOR OF THE CITY OF BEAUMONT FOR MAINTENANCE THEREOF, AS INDICATED HEREON.

EASEMENT NOTES:

- 1. INDICATES EASEMENTS IN FAVOR OF THE CITY OF BEAUMONT FOR STORM DRAIN PURPOSES, OTHER PORTIONS OF LOT 214, EXCLUDED HEREON.
- 2. INDICATES EASEMENTS IN FAVOR OF THE BEAUMONT CREEK WILLET WATER DISTRICT, OTHER PORTIONS OF LOT 214, EXCLUDED HEREON.
- 3. PORTION OF PCL 'A' LLA NO. 14-LLA-001 DOC. NO. 2014-0238627
- 4. INDICATES 5' EASEMENT IN FAVOR OF THE CITY OF BEAUMONT FOR PUBLIC UTILITY PURPOSES AND THE MAINTENANCE THEREOF, AS INDICATED HEREON.

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

TRACT NO. 31470-5

BEING A SUBDIVISION OF A PORTION OF LOT 3 OF TRACT NO. 35574 AS FILED IN BOX 427, PAGES 65 THROUGH 70, INDUSTRY, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, AND A PORTION OF PAGES 4, 5 OF LOT LINE ADJUSTMENT NO. 14-LLA-001, RECORDED JUNE 27, 2014 AS DOCUMENT NO. 2014-0238627 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 25, T. 2 S., R. 11 E., S 18 M.

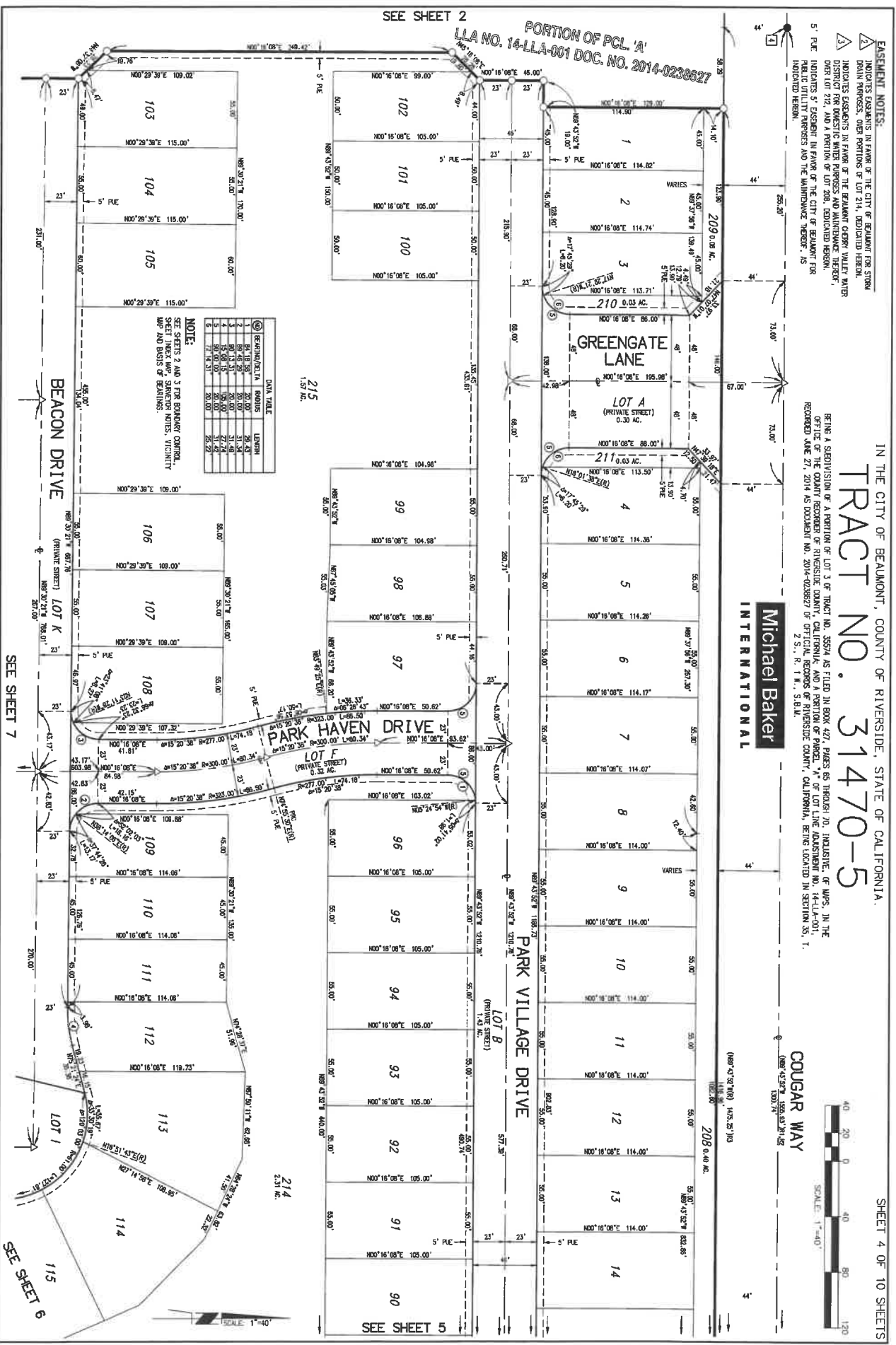
Michael Baker INTERNATIONAL



SHEET 4 OF 10 SHEETS

SEE SHEET 2

PORTION OF PCL 'A'
LLA NO. 14-LLA-001 DOC. NO. 2014-0238627



DATA TABLE

NO.	DESCRIPTION	WIDTHS	LENGTHS
1	1	150.00'	114.00'
2	2	150.00'	114.00'
3	3	150.00'	114.00'
4	4	150.00'	114.00'
5	5	150.00'	114.00'
6	6	150.00'	114.00'

NOTE:
SEE SHEETS 2 AND 3 FOR BEAUMONT CONTROL MARKS AND BASIS OF BEARINGS.



SEE SHEET 7

SEE SHEET 6

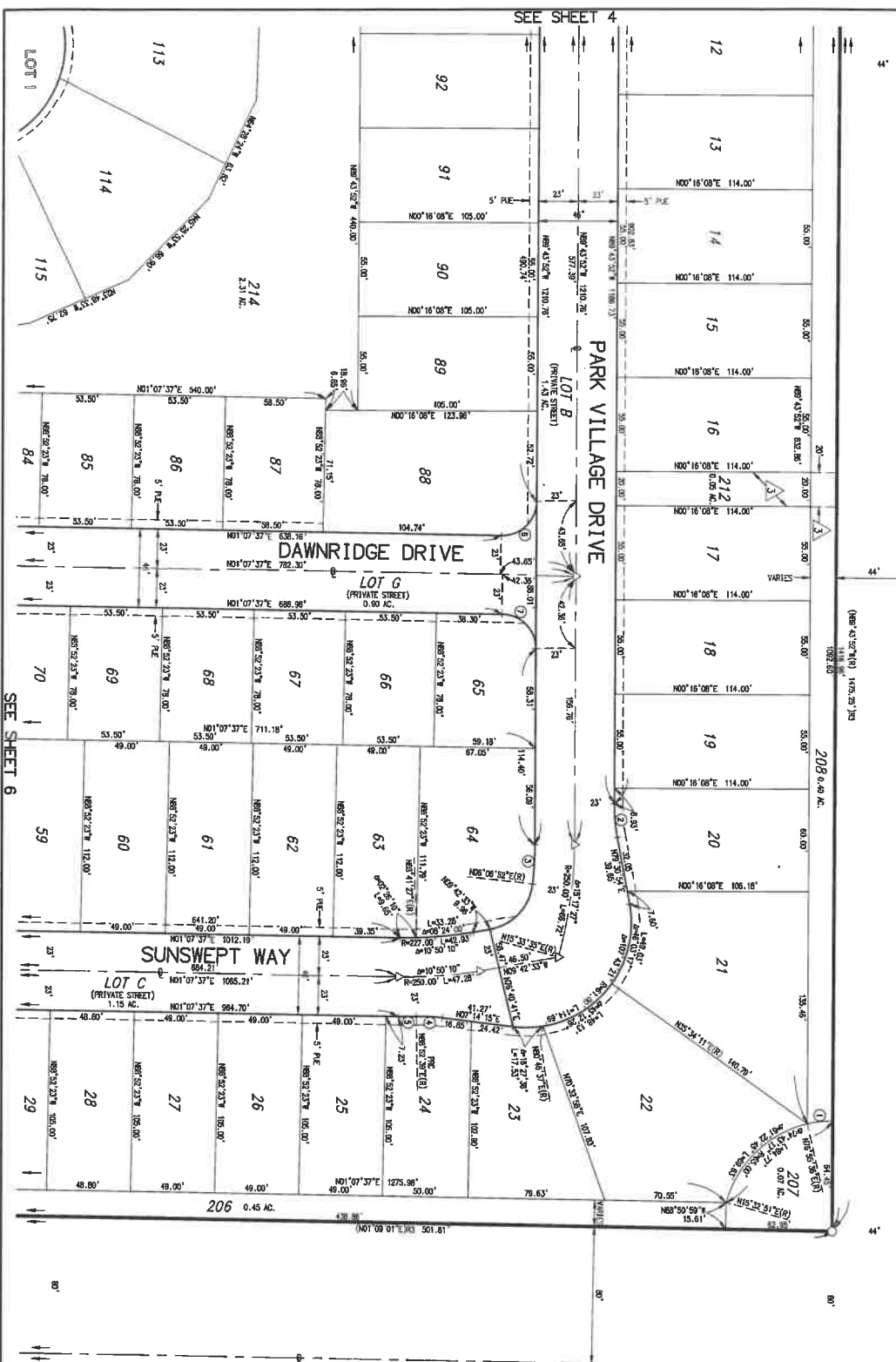
SEE SHEET 5

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.
TRACT NO. 31470-5

BEING A SUBDIVISION OF A PORTION OF LOT 3 OF TRACT NO. 35574 AS FILED IN BOOK 427, PAGES 65 THROUGH 70, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA; AND A PORTION OF PARCEL "A" OF LOT LINE ADJUSTMENT NO. 14-LA-001, RECORDED ON JUNE 27, 2014 AS DOCUMENT NO. 2014-0238627 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 35, T. 2 S., R. 1 W., S.B.M.

COUGAR WAY INTERNATIONAL
 Michael Baker

SHEET 5 OF 10 SHEETS



DATA TABLE	REMARKS	UNITS
1	10.46	13.87
2	10.46	13.87
3	07.50	227.00
4	00.21	15.00
5	00.14	273.00
6	00.50	20.00
7	00.50	20.00
8	00.50	20.00
9	00.50	20.00
10	00.50	20.00
11	00.50	20.00
12	00.50	20.00
13	00.50	20.00
14	00.50	20.00
15	00.50	20.00
16	00.50	20.00
17	00.50	20.00
18	00.50	20.00
19	00.50	20.00
20	00.50	20.00
21	00.50	20.00
22	00.50	20.00
23	00.50	20.00
24	00.50	20.00
25	00.50	20.00
26	00.50	20.00
27	00.50	20.00
28	00.50	20.00
29	00.50	20.00
30	00.50	20.00
31	00.50	20.00
32	00.50	20.00
33	00.50	20.00
34	00.50	20.00
35	00.50	20.00
36	00.50	20.00
37	00.50	20.00
38	00.50	20.00
39	00.50	20.00
40	00.50	20.00
41	00.50	20.00
42	00.50	20.00
43	00.50	20.00
44	00.50	20.00
45	00.50	20.00
46	00.50	20.00
47	00.50	20.00
48	00.50	20.00
49	00.50	20.00
50	00.50	20.00
51	00.50	20.00
52	00.50	20.00
53	00.50	20.00
54	00.50	20.00
55	00.50	20.00
56	00.50	20.00
57	00.50	20.00
58	00.50	20.00
59	00.50	20.00
60	00.50	20.00
61	00.50	20.00
62	00.50	20.00
63	00.50	20.00
64	00.50	20.00
65	00.50	20.00
66	00.50	20.00
67	00.50	20.00
68	00.50	20.00
69	00.50	20.00
70	00.50	20.00
71	00.50	20.00
72	00.50	20.00
73	00.50	20.00
74	00.50	20.00
75	00.50	20.00
76	00.50	20.00
77	00.50	20.00
78	00.50	20.00
79	00.50	20.00
80	00.50	20.00
81	00.50	20.00
82	00.50	20.00
83	00.50	20.00
84	00.50	20.00
85	00.50	20.00
86	00.50	20.00

EASEMENT NOTES:
 △ INDICATES EASEMENTS IN FAVOR OF THE CITY OF BEAUMONT FOR STORM DRAINAGE, DEDICATED HEREON.
 △ INDICATES EASEMENTS IN FAVOR OF THE BEAUMONT CHERRY VALLEY WATER PURPES AND MAINTENANCE THEREOF, OVER LOT 212, AND A PORTION OF LOT 208, DEDICATED HEREON.
 △ INDICATES 5' EASEMENT IN FAVOR OF THE CITY OF BEAUMONT FOR MAINTENANCE THEREOF, AS INDICATED HEREON.

NOTE:
 SEE SHEETS 2 AND 3 FOR BOUNDARY CONTROL, SHEET INDEX MAP, SURVEYOR NOTES, EASEMENT NOTES, VICINITY MAP AND BASIS OF BEHAVIOR.

HIGHLAND SPRINGS AVENUE

SEE SHEET 6

SEE SHEET 4

EASEMENT NOTES:

- INDICATES EASEMENTS IN FAVOR OF THE CITY OF BEALMONT FOR STORM DRAIN PURPOSES, OTHER PORTIONS OF LOT 214, DESIGNATED HEREON.
 - 5' PUE INDICATES 5' EASEMENT IN FAVOR OF THE CITY OF BEALMONT FOR PUBLIC UTILITY PURPOSES AND THE MAINTENANCE THEREOF, AS INDICATED HEREON.
- NOTE:**
SEE SHEETS 2 AND 3 FOR BOUNDARY CONTROL, SHEET INDEX MAP, SURVEY NOTES, VICINITY MAP AND BASIS OF BEARINGS.

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

TRACT NO. 31470-5

BEING A SUBDIVISION OF A PORTION OF LOT 3 OF TRACT NO. 38974 AS FILED IN BOOK 427 PAGES 66 THROUGH 70, INCLUDING OR AMONG IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, AND A PORTION OF PARCELS 2 OF THE OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 35, T. 2 S., R. 1 W., S. 8 M.

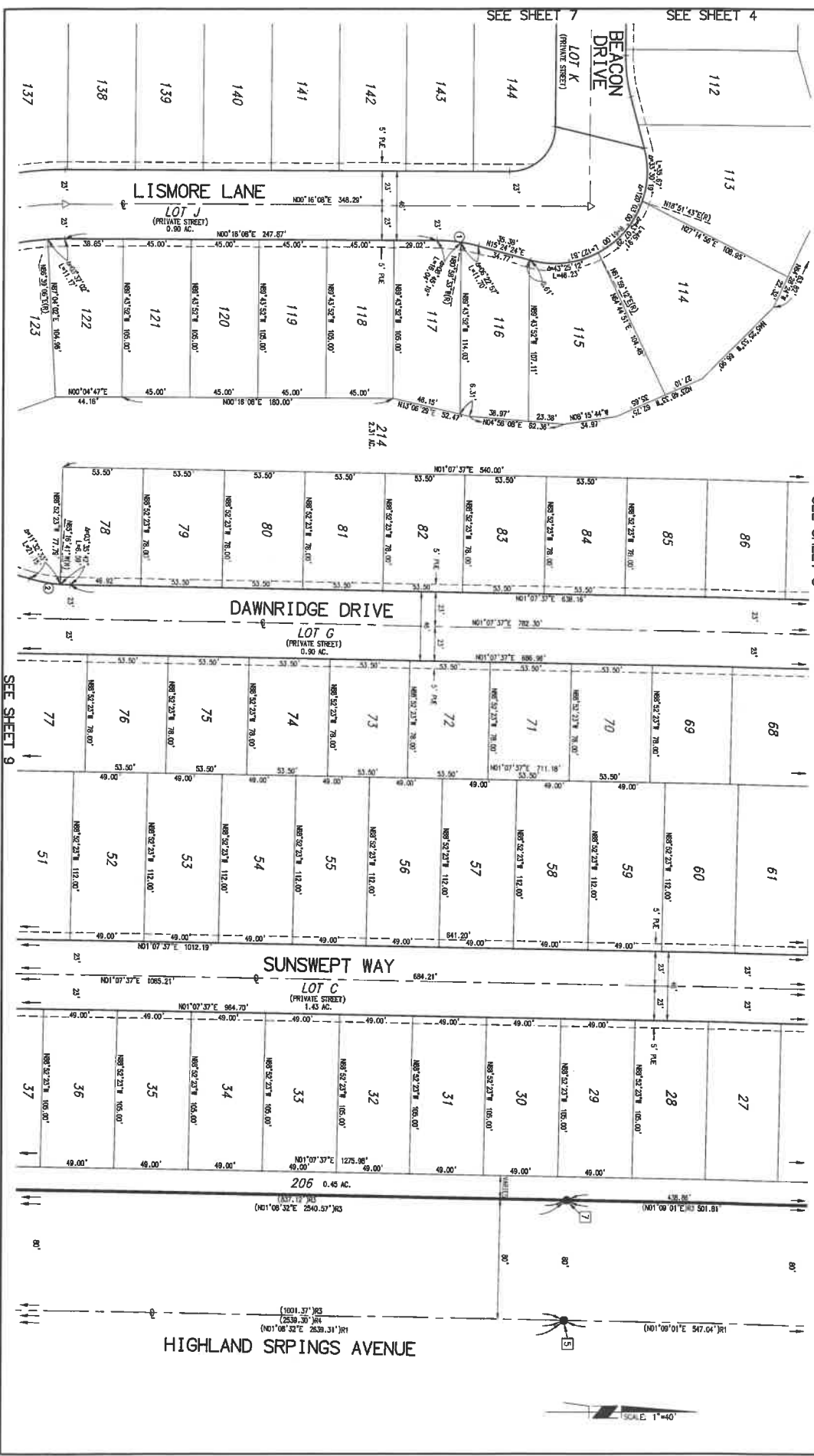
Michael Baker

INTERNATIONAL

SEE SHEET 5

SEE SHEET 9

DATA TABLE	
1	BEALMONT 1 1985.00'
2	15.00' 15' 165.00'
2	15.00' 15' 165.00'



EASEMENT NOTES:
 5' PUE INDICATES 5' EASEMENT IN FAVOR OF THE CITY OF BEAUMONT FOR PUBLIC UTILITY PURPOSES AND THE MAINTENANCE THEREOF, AS INDICATED HEREON.

NOTE:
 SEE SHEETS 2 AND 3 FOR BOUNDARY CONTROL SHEET INDEX MAP SURVEYOR NOTES, MONUMENT NOTES, VICINITY MAP AND BASIS OF BEARINGS.



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

TRACT NO. 31470-5

BEING A SUBDIVISION OF A PORTION OF LOT 3 OF TRACT NO. 35574 AS FILED IN BOOK 427, PAGES 65 THROUGH 70, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA; AND A PORTION OF PARCEL "A" OF LOT LINE ADJUSTMENT NO. 14-LLA-001, RECORDED JUNE 27, 2014 AS DOCUMENT NO. 2014-0238827 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 35, T. 2 S., R. 1 W., S.B.M.

Michael Baker

INTERNATIONAL

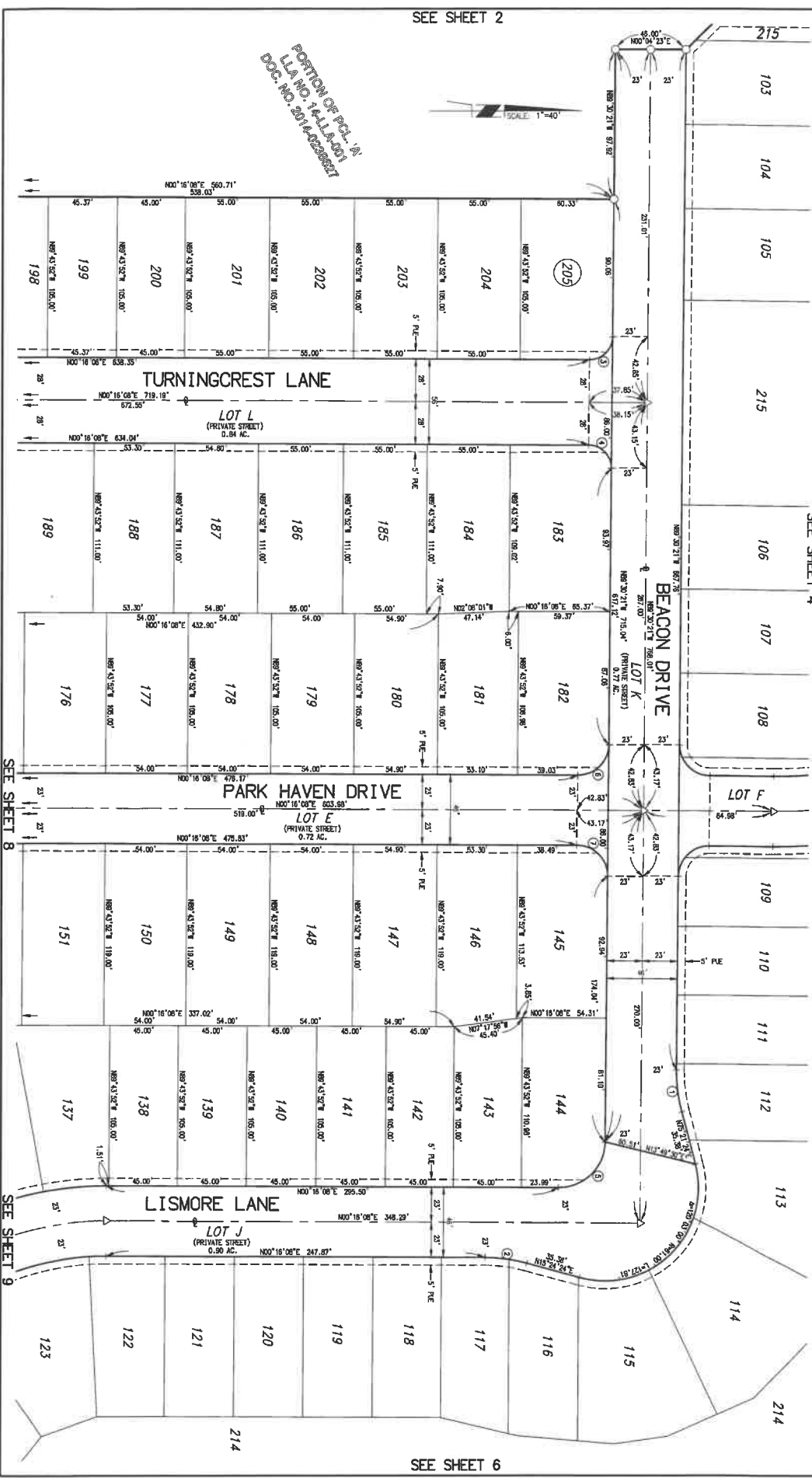
SEE SHEET 4

SEE SHEET 8

SEE SHEET 9

SEE SHEET 2

SEE SHEET 6



PORTION OF PCL-1A
 LLA NO. 14-LLA-001
 DOC. NO. 2014-0238827

NO.	BEARING/DIST. IN FEET	LENGTH
1	S 5°00'15" E 100.00'	27.24'
2	S 15°00'15" E 100.00'	27.24'
3	S 25°00'15" E 100.00'	27.24'
4	S 35°00'15" E 100.00'	27.24'
5	S 45°00'15" E 100.00'	27.24'
6	S 55°00'15" E 100.00'	27.24'
7	S 65°00'15" E 100.00'	27.24'

SHEET 7 OF 10 SHEETS

EASEMENT NOTES:
 5' PUE INDICATES 5' EASEMENT IN FAVOR OF THE CITY OF BEAUMONT FOR PUBLIC UTILITY PURPOSES AND THE MAINTENANCE THEREOF, AS INDICATED HEREON.

NOTE:
 SEE SHEETS 2 AND 3 FOR BOUNDARY CONTROL SHEET INDEX MAP. SURVEYOR NOTES, VARIETY MAP AND BASIS OF BEARINGS.

BEING A SUBDIVISION OF A PORTION OF LOT 3 OF TRACT NO. 35574 AS FILED IN BOOK 427, PAGES 68 THROUGH 70, AND A PORTION OF THE COUNTY OF RIVERSIDE, CALIFORNIA, AND A PORTION OF PARCEL 1/4 OF LOT LINE ADJUSTMENT NO. 14-111-001 RECORDED LINE 227-203-001 OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 35, T. 2 S., R. 1 W., S.B.M.

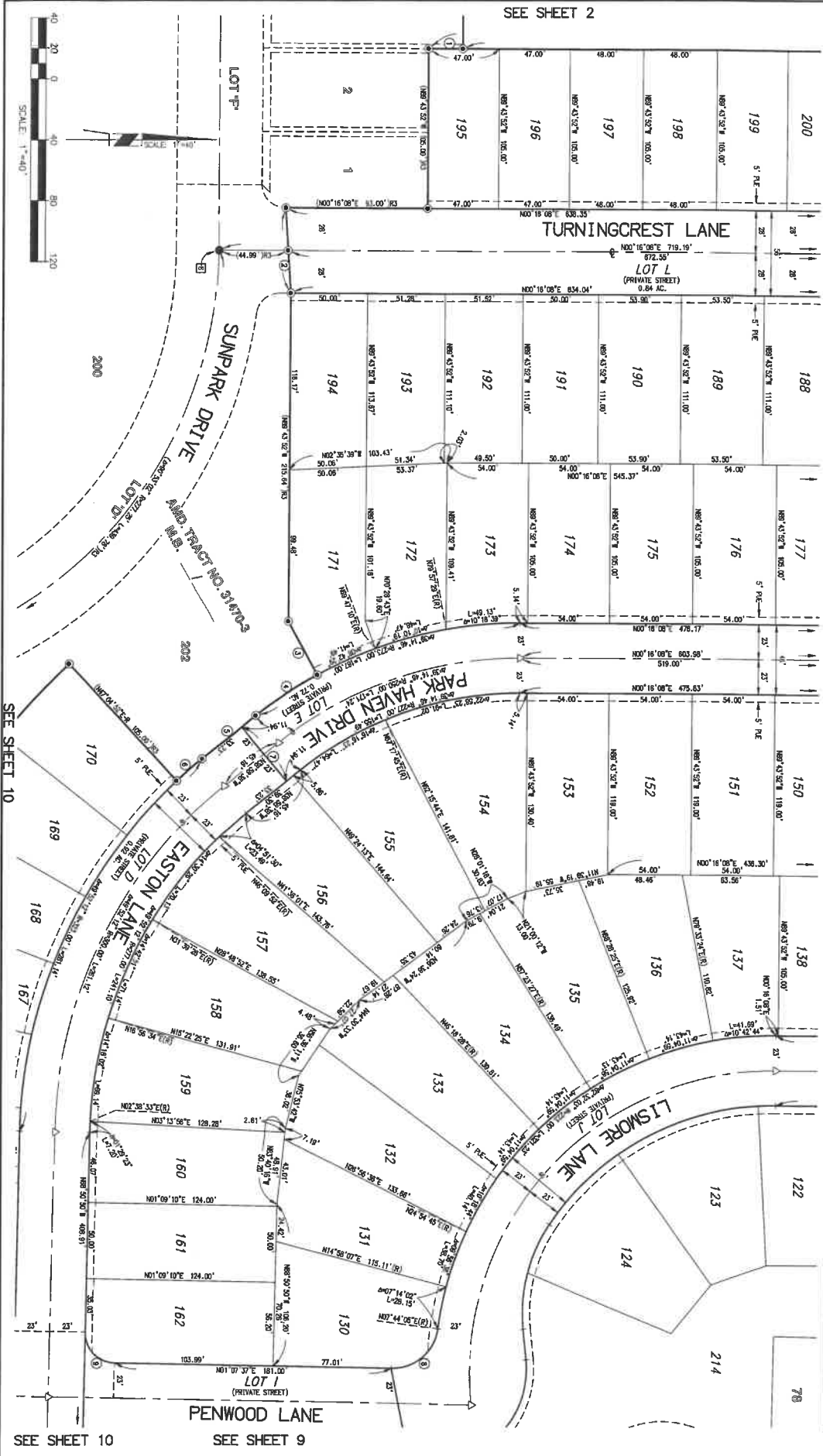
TRACT NO. 31470-5

SHEET 8 OF 10 SHEETS

Michael Baker

INTERNATIONAL

DATA TABLE	
1	BEARING/AREA
2	AREA
3	AREA
4	AREA
5	AREA
6	AREA
7	AREA
8	AREA
9	AREA
10	AREA
11	AREA
12	AREA
13	AREA
14	AREA
15	AREA
16	AREA
17	AREA
18	AREA
19	AREA
20	AREA
21	AREA
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30	AREA
31	AREA
32	AREA
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34	AREA
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39	AREA
40	AREA
41	AREA
42	AREA
43	AREA
44	AREA
45	AREA
46	AREA
47	AREA
48	AREA
49	AREA
50	AREA
51	AREA
52	AREA
53	AREA
54	AREA
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66	AREA
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71	AREA
72	AREA
73	AREA
74	AREA
75	AREA
76	AREA
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78	AREA
79	AREA
80	AREA
81	AREA
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83	AREA
84	AREA
85	AREA
86	AREA
87	AREA
88	AREA
89	AREA
90	AREA
91	AREA
92	AREA
93	AREA
94	AREA
95	AREA
96	AREA
97	AREA
98	AREA
99	AREA
100	AREA



IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.
TRACT NO. 31470-5

BEING A SUBDIVISION OF A PORTION OF LOT 3 OF TRACT NO. 14574 AS FILED IN BOOK 427 PAGES 65 THROUGH 70 INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, AND A PORTION OF PARCEL "A" OF LOT LINE ADJUSTMENT NO. 14-LLA-001, RECORDED JUNE 27, 2014 AS DOCUMENT NO. 2014-0238627 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 35, T. 2 S., R. 1 W., S.B.M.

Michael Baker
INTERNATIONAL

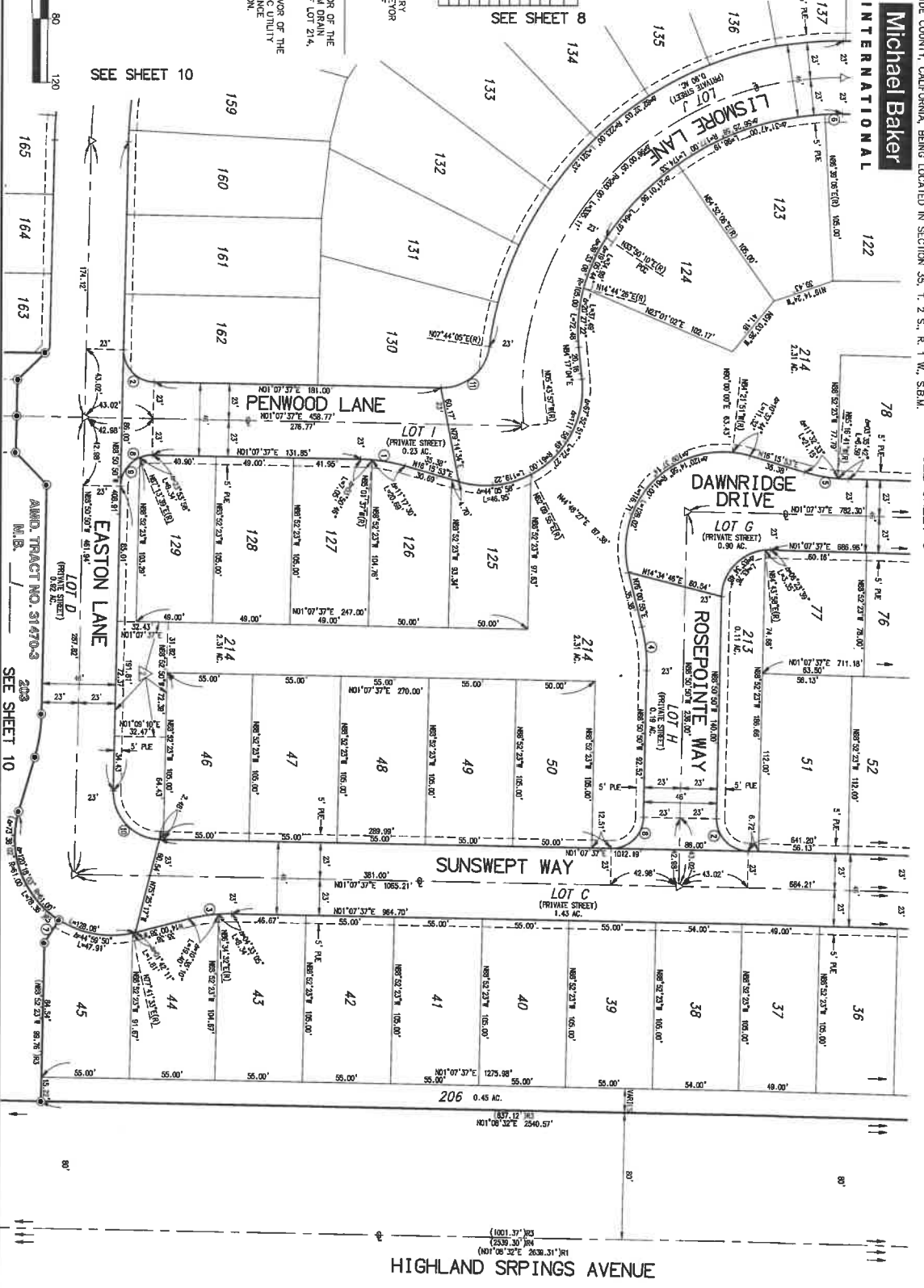
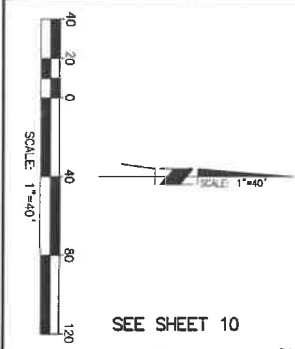
SEE SHEET 6

DATA TABLE	BEARING/DISTANCE	LENGTH
1	S 15° 08' 16" E	168.00
2	S 90° 01' 33" E	20.00
3	S 15° 08' 16" E	168.00
4	S 15° 08' 16" E	168.00
5	S 15° 08' 16" E	168.00
6	S 15° 08' 16" E	168.00
7	S 15° 08' 16" E	168.00
8	S 15° 08' 16" E	168.00
9	S 15° 08' 16" E	168.00
10	S 15° 08' 16" E	168.00
11	S 15° 08' 16" E	168.00

NOTE:
 SEE SHEETS 2 AND 3 FOR BOUNDARY CONTROL, SHEET INDEX MAP, SURVEOR NOTES, MONUMENT MAP AND BASIS OF BEARINGS.

EASEMENT NOTES:

INDICATES EASEMENTS IN FAVOR OF THE PROPERTY OR FROM OPEN SPACE DEDICATED HEREON.
 5' PUE INDICATES 5' EASEMENT IN FAVOR OF THE PROPERTY AND THE MAINTENANCE THEREOF, AS INDICATED HEREON.



SHEET 9 OF 10 SHEETS

EASEMENT NOTES:
 5' PUE INDICATES E' EASEMENT IN FAVOR OF THE CITY OF BEAUMONT, CALIFORNIA, FOR MAINTENANCE THEREOF, AS INDICATED HEREON.

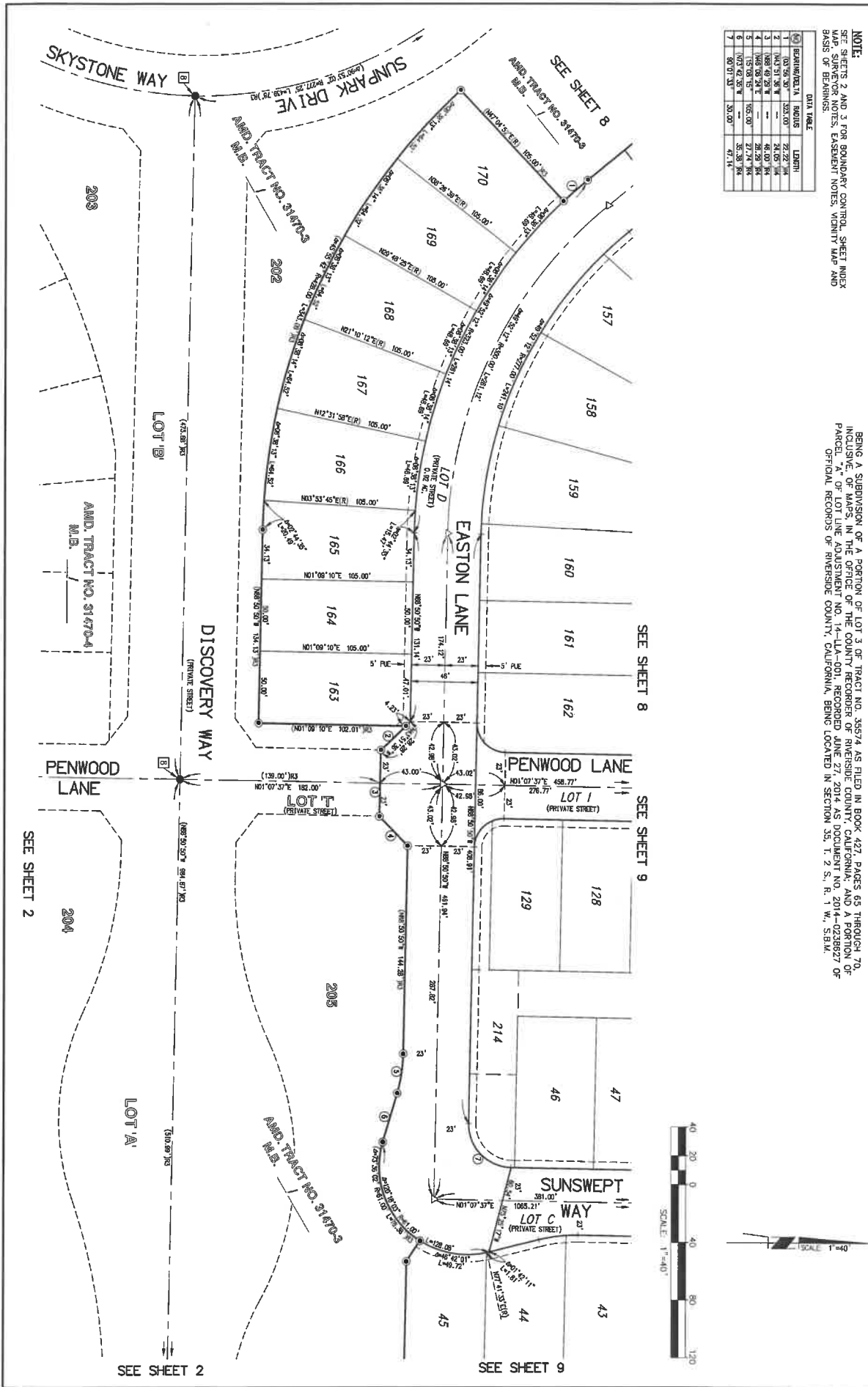
NOTE:
 SEE SHEETS 2 AND 3 FOR BOUNDARY CONTROL, SHEET INDEX MAP, SURVEYOR NOTES, EASEMENT NOTES, VICINITY MAP AND BASIS OF BEARINGS.

DATA TABLE			
NO.	BEARING/DEN. A	POINTS	LENGTH
1	N03°56'30" E	S23.00'	72.22' RM
2	N43°31'30" W	---	24.65' RM
3	N00°00'00" W	---	24.65' RM
4	N49°08'30" E	---	26.29' RM
5	N15°08'15" W	105.00'	27.74' RM
6	N07°42'30" W	---	35.38' RM
7	S01°01'30" W	30.00'	47.14'

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,
TRACT NO. 31470-5

BEING A SUBDIVISION OF A PORTION OF LOT 3 OF TRACT NO. 38574 AS FILED IN BOOK 427, PAGES 63 THROUGH 70, IN THE PUBLIC RECORDS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, AND A PORTION OF PARCEL "A" OF LOT 1 OF THE 434 ACRES TRACT NO. 2014-423827 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 35, T. 2 S., R. 1 W., S18M.

SHEET 10 OF 10 SHEETS



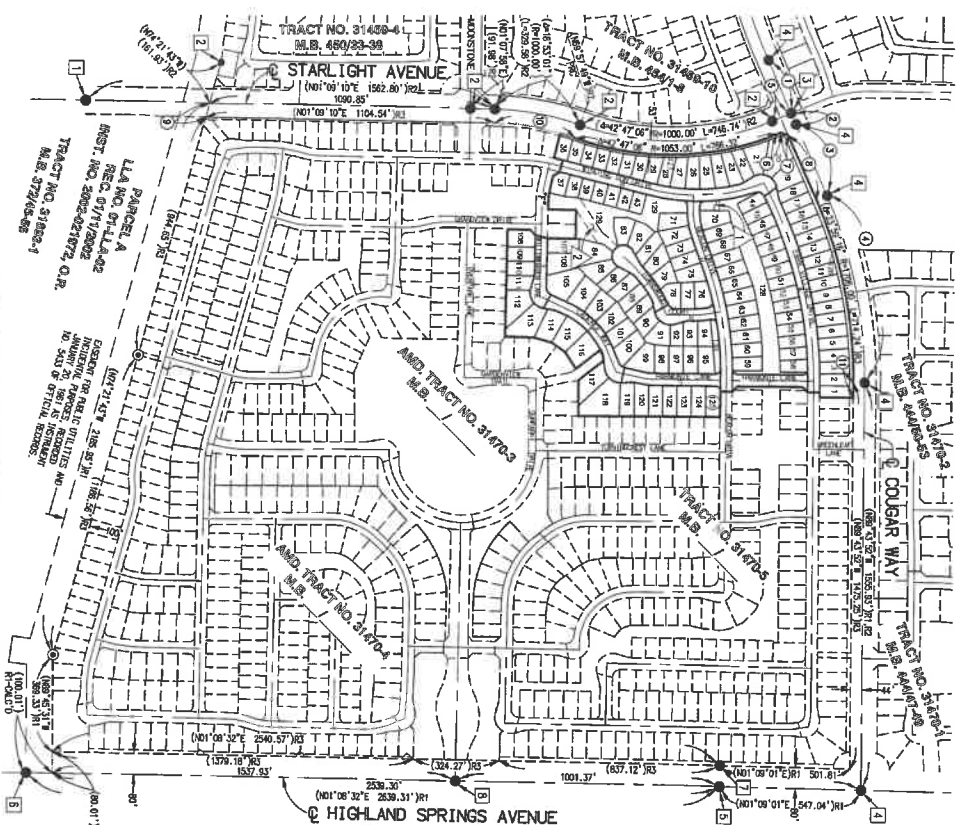
Attachment "E"

Tract Map No. 31470-6 Exhibit

TRACT NO. 31470-6

BEING A SUBDIVISION A PORTION OF PARCEL 2A OF LOT LINE ADJUSTMENT BEAUMONT PLANNED AREA BEAUMONT TRACT NO. 31470-3, BEING LOCATED IN SECTION 35, T. 2 S., R. 1 W., S.B.M.

Michael Baker International



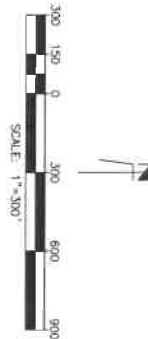
DATA NAME	UNITS	LENGTH
1. BEARING/AREA	SQUARE FEET	29,400.00
2. BEARING/AREA	SQUARE FEET	14,700.00
3. BEARING/AREA	SQUARE FEET	14,700.00
4. BEARING/AREA	SQUARE FEET	14,700.00
5. BEARING/AREA	SQUARE FEET	14,700.00
6. BEARING/AREA	SQUARE FEET	14,700.00
7. BEARING/AREA	SQUARE FEET	14,700.00
8. BEARING/AREA	SQUARE FEET	14,700.00
9. BEARING/AREA	SQUARE FEET	14,700.00
10. BEARING/AREA	SQUARE FEET	14,700.00

BASIS OF BEARINGS NOTE
 THE BEARINGS OF ALL LINES ARE TAKEN FROM THE CENTERLINE OF HIGHLAND SPRINGS AVENUE AS SHOWN ON THE PLAT MAP OF BEAUMONT TRACT NO. 31470-3, BEING LOCATED IN SECTION 35, T. 2 S., R. 1 W., S.B.M. AS SHOWN ON THE BASIS OF BEARINGS FOR THIS MAP.

SURVEYOR'S NOTES:

1. () DENOTES RECORD DATA PER TRACT NO. 35574, FILED IN MAP BOOK 427, PAGES 88 THROUGH 70, INCLUSIVE, RECORDS OF THE COUNTY OF RIVERSIDE, AND MEASURED, UNLESS OTHERWISE NOTED.
2. () DENOTES RECORD DATA PER TRACT NO. 31469-4, FILED IN MAP BOOK 450, PAGES 33 THROUGH 38, INCLUSIVE, RECORDS OF THE COUNTY OF RIVERSIDE, AND MEASURED, UNLESS OTHERWISE NOTED.
3. () DENOTES RECORD DATA PER AMENDED TRACT NO. 31470-3, FILED IN MAP BOOK 450, PAGES 33 THROUGH 38, INCLUSIVE, RECORDS OF THE COUNTY OF RIVERSIDE, AND MEASURED, UNLESS OTHERWISE NOTED.
4. () DENOTES RECORD DATA PER AMENDED TRACT NO. 31470-4, FILED IN MAP BOOK 450, PAGES 33 THROUGH 38, INCLUSIVE, RECORDS OF THE COUNTY OF RIVERSIDE, AND MEASURED, UNLESS OTHERWISE NOTED.
5. () DENOTES RECORD DATA PER TRACT NO. 31470-5, FILED IN MAP BOOK 450, PAGES 33 THROUGH 38, INCLUSIVE, RECORDS OF THE COUNTY OF RIVERSIDE, AND MEASURED, UNLESS OTHERWISE NOTED.
6. ALL MONUMENTS SHOWN AS SET WILL BE SET WITHIN ONE YEAR AFTER THE ACCEPTANCE OF IMPROVEMENTS BY THE CITY COUNCIL.
7. SET 1" IRON PIPE TAGGED "S. 8500", FLUSH OR LEAD, TACK AND TAG "S. 8500", FLUSH IN CONCRETE AT ALL REAR LOT CORNERS, REAR AND SIDE LOT ANGLE POINTS AND ENDS OF CURVE IN LEAD OF FRONT CORNERS, SET LEAD, TACK AND TAG "S. 8500", AT P.L. PROUD ON TOP OF CURB AT SIDE LOT DIMS PRODUCED.
8. SET 1" IRON PIPE TAGGED "S. 8500", FLUSH OR LEAD, TACK AND TAG "S. 8500", FLUSH IN CONCRETE.
9. SET CORRUMPTED MONUMENT STAMPED "S. 8500", FLUSH.
10. DENOTES 1" IRON PIPE W/ TAG "S. 8500" TO BE SET PER AMENDED TRACT NO. 31470-3, MAP 427/85-70.
11. DENOTES 1" IRON PIPE W/ TAG "S. 8500" TO BE SET PER TRACT NO. 31470-5, MAP 427/85-70.
12. DENOTES FOUND MONUMENT AS NOTED AND REFERENCED HEREON.
13. CORRUMPTED MONUMENT STAMPED "S. 8500" OR 1" IRON PIPE TAGGED "S. 8500" OR LEAD, TACK AND TAG "S. 8500" TO BE SET PER TRACT NO. 31469-4, M.B. 450/33-38.
14. CORRUMPTED MONUMENT STAMPED "S. 8500" TO BE SET PER TRACT NO. 31469-1, MAP 445/5-11.
15. 1/4 COR SEC 35. FOUND 1-1/2" BRASS COP WITH PUNCH MARK, DN. 0.7", PER TRACT NO. 35574, MAP 427/85-70.
16. COR SEC 35. FOUND 1-1/2" IRON PIPE W/ PLASTIC FLAG STAMPED "RIV CO SWAN", IN NON WELL PER TRACT NO. 35574, MAP 427/85-70.
17. FOUND 1" IRON PIPE W/ TAG "S. 7330", FLUSH, PER TRACT NO. 31470-2, MAP 444/50-33.
18. CORRUMPTED MONUMENT STAMPED "S. 8500" TO BE SET PER AMENDED TRACT NO. 31470-3, MAP 427/85-70.

- EASEMENT NOTES:**
- INDICATES AN EASEMENT IN FAVOR OF THE CITY OF BEAUMONT FOR STORM DRAIN PIPES, AS INDICATED HEREON.
 - INDICATES AN EASEMENT IN FAVOR OF THE CITY OF BEAUMONT FOR STORM DRAIN AND PUBLIC UTILITY PURPOSES AND MAINTENANCE THEREOF, AS INDICATED HEREON.
 - INDICATES 5' EASEMENT IN FAVOR OF THE CITY OF BEAUMONT FOR PUBLIC UTILITY PURPOSES AND MAINTENANCE THEREOF, AS INDICATED HEREON.

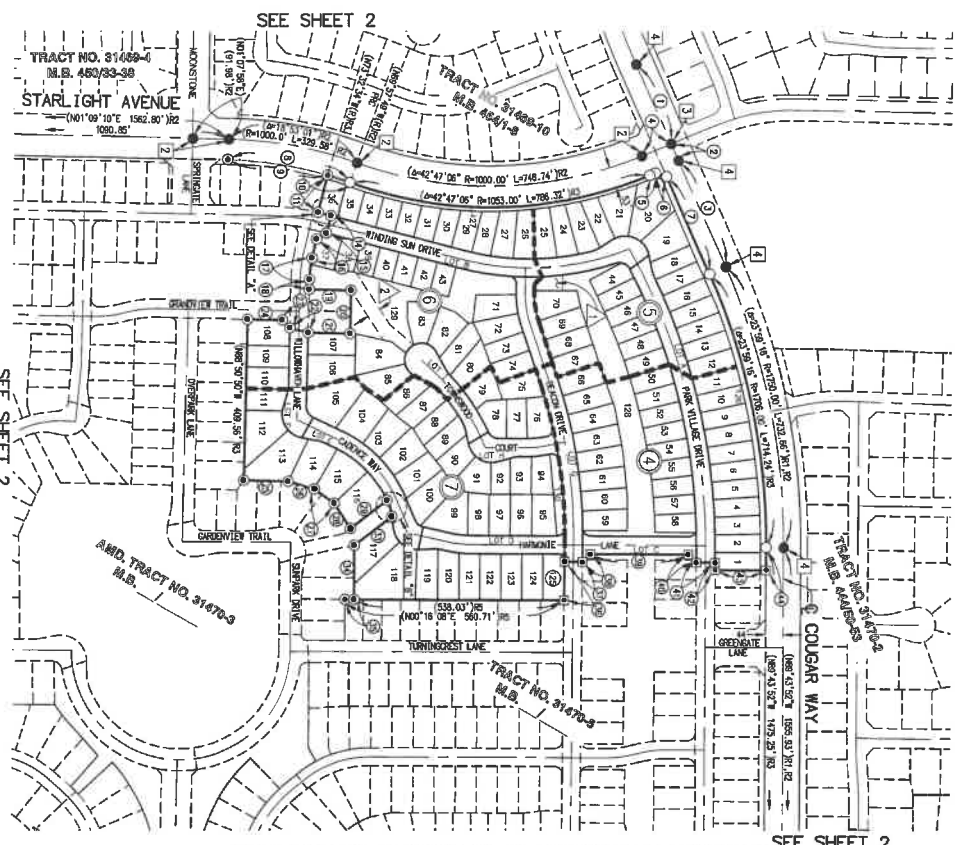


IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,
TRACT NO. 31470-6

BEING A SUBDIVISION A PORTION OF PARCEL "A" OF LOT LINE ADJUSTMENT NO. 14-11A-001,
 RECORDED JUNE 27, 2014 AS DOCUMENT NO. 2014-0238527 OF OFFICIAL RECORDS OF
 RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 35, T. 2 S., R. 1 W., S.B.M.

Michael Baker
INTERNATIONAL

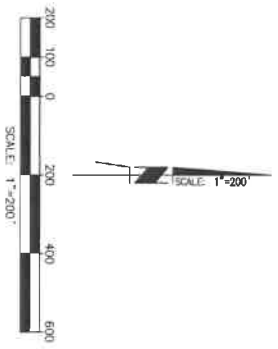
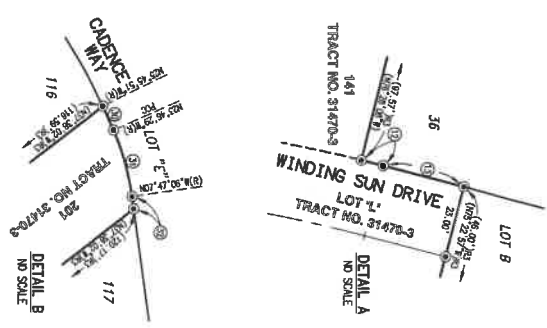
SHEET 3 OF 7 SHEETS



TRACT BOUNDARY AND SHEET INDEX MAP

INDICATES SHEET NUMBER

TRACT NO.	ACRES	FEET	INCHES
1	1.00	100	0
2	1.00	100	0
3	1.00	100	0
4	1.00	100	0
5	1.00	100	0
6	1.00	100	0
7	1.00	100	0
8	1.00	100	0
9	1.00	100	0
10	1.00	100	0
11	1.00	100	0
12	1.00	100	0
13	1.00	100	0
14	1.00	100	0
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16	1.00	100	0
17	1.00	100	0
18	1.00	100	0
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23	1.00	100	0
24	1.00	100	0
25	1.00	100	0
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93	1.00	100	0
94	1.00	100	0
95	1.00	100	0
96	1.00	100	0
97	1.00	100	0
98	1.00	100	0
99	1.00	100	0
100	1.00	100	0



EASEMENT NOTES:

- INDICATES AN EASEMENT IN FAVOR OF THE CITY OF BEAUMONT FOR STORM DRAIN RUN-OFFS, AS INDICATED HEREON.
- INDICATES AN EASEMENT IN FAVOR OF THE CITY OF BEAUMONT FOR STORM DRAIN AND UTILITY INTERFERENCE, AS INDICATED HEREON.

NOTE:
 SEE SHEET 2 FOR BOUNDARY CONTROL, SURVEYOR NOTES, VICINITY MAP AND BASIS OF BEARINGS.

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

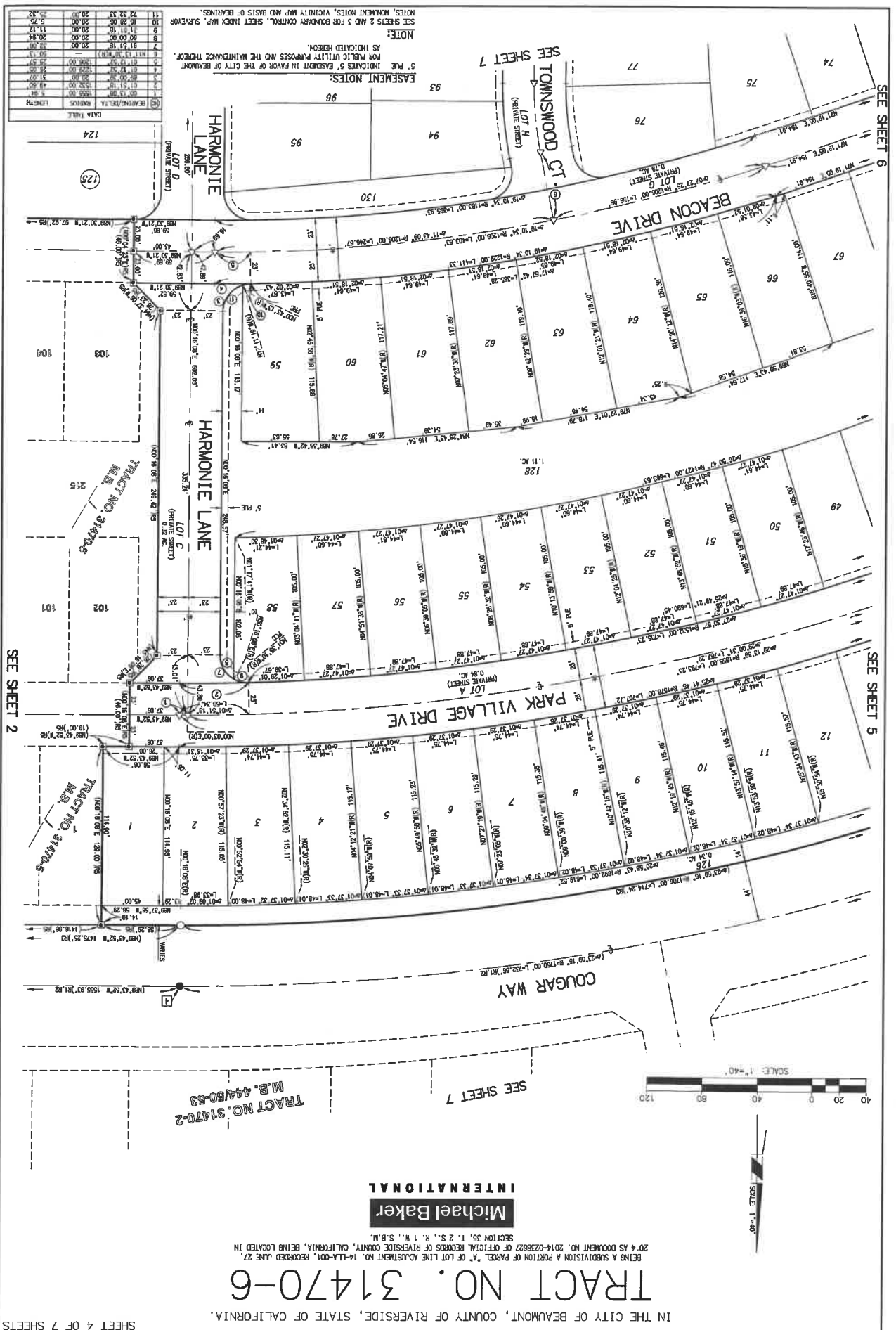
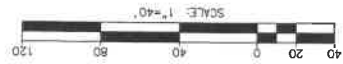
TRACT NO. 31470-6

BEING A SUBDIVISION A PORTION OF PARCEL "A" OF LOT LINE ADJUSTMENT NO. 14-TL-001, RECORDED JUNE 27, 2014 AS DOCUMENT NO. 2014-0238827 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 35, T. 2 S., R. 1 W., S.B.M.

Michael Baker INTERNATIONAL

TRACT NO. 31470-2
M.B. 44480-33

SEE SHEET 7



DATA TABLE

NO.	BEARING/DEG.	LENGTH
1	00° 15' 30"	1.84
2	00° 15' 30"	1.84
3	00° 15' 30"	1.84
4	00° 15' 30"	1.84
5	00° 15' 30"	1.84
6	00° 15' 30"	1.84
7	00° 15' 30"	1.84
8	00° 15' 30"	1.84
9	00° 15' 30"	1.84
10	00° 15' 30"	1.84
11	00° 15' 30"	1.84
12	00° 15' 30"	1.84
13	00° 15' 30"	1.84
14	00° 15' 30"	1.84
15	00° 15' 30"	1.84
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28	00° 15' 30"	1.84
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33	00° 15' 30"	1.84
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36	00° 15' 30"	1.84
37	00° 15' 30"	1.84
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39	00° 15' 30"	1.84
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42	00° 15' 30"	1.84
43	00° 15' 30"	1.84
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51	00° 15' 30"	1.84
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54	00° 15' 30"	1.84
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61	00° 15' 30"	1.84
62	00° 15' 30"	1.84
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66	00° 15' 30"	1.84
67	00° 15' 30"	1.84
68	00° 15' 30"	1.84
69	00° 15' 30"	1.84
70	00° 15' 30"	1.84
71	00° 15' 30"	1.84
72	00° 15' 30"	1.84
73	00° 15' 30"	1.84
74	00° 15' 30"	1.84

EASEMENT NOTES:
 5' EASEMENT FOR THE CITY OF BEAUMONT FOR PUBLIC UTILITY PURPOSES AND THE MAINTENANCE THEREOF, AS INDICATED HEREON.

NOTE:
 SEE SHEETS 2 AND 3 FOR BOUNDARY CONTROL, SHEET INDEX MAP, SURVEYOR'S NOTES, MOMENT NOTES, VICINITY MAP AND BASIS OF BEARINGS.

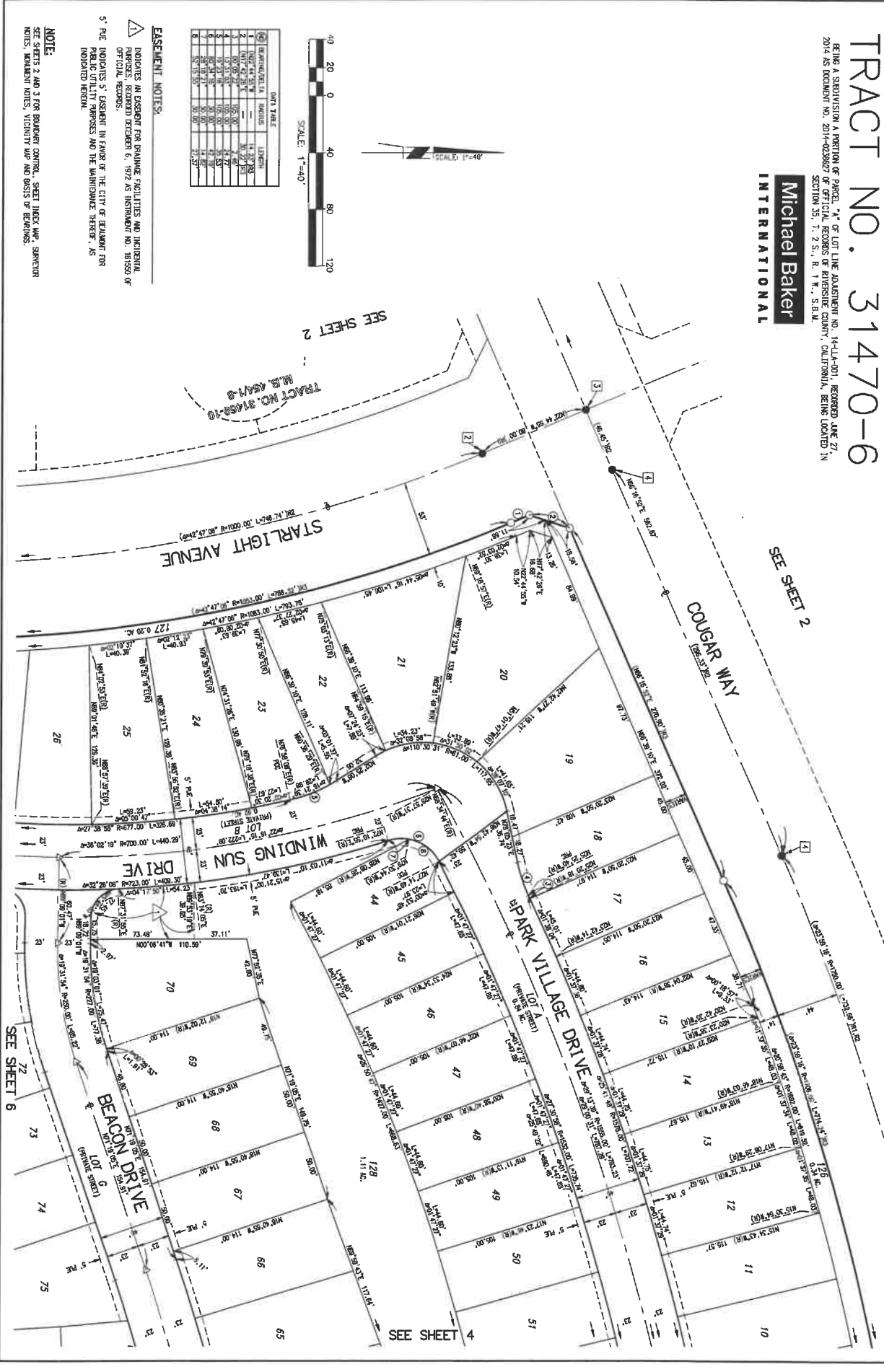
IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

TRACT NO. 31470-6

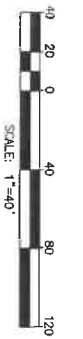
BEING A SUBDIVISION OF A PORTION OF PARCEL "A" OF LOT LINE ADJUSTMENT NO. 14-14-A-011, RECORDED JUNE 27, 2014 AS DOCUMENT NO. 2014-0238627 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 35, T. 2 S., R. 1 W., S.B.M.

Michael Baker
INTERNATIONAL

SHEET 5 OF 7 SHEETS



NO.	DESCRIPTION	LENGTH
1	10' EASEMENT	10.00
2	10' EASEMENT	10.00
3	10' EASEMENT	10.00
4	10' EASEMENT	10.00
5	10' EASEMENT	10.00
6	10' EASEMENT	10.00
7	10' EASEMENT	10.00
8	10' EASEMENT	10.00



EASEMENT NOTES:
 INDICATES AN EASEMENT FOR DRAINAGE FACILITIES AND UTILITIES PURPOSES, RECORDED DECEMBER 6, 1972 AS INSTRUMENT NO. 16350 OF OFFICIAL RECORDS.
 5' P.E. INDICATES 5' EASEMENT IN FAVOR OF THE CITY OF BEAUMONT FOR PUBLIC UTILITY PURPOSES AND THE MAINTENANCE THEREOF, AS INDICATED HEREIN.

NOTE:
 SEE SHEETS 2 AND 3 FOR BOARDING CONTROL, SHEET INDEX MAP, SURVEYOR NOTES, MONUMENT NOTES, VICINITY MAP AND BASIS OF BEARINGS.

SEE SHEET 2 (top left)

SEE SHEET 2 (right side)

SEE SHEET 4 (bottom center)

SEE SHEET 6 (bottom left)

TRACT NO. 31458-10 (top left)

STARLIGHT AVENUE

COUGAR WAY

WINDING SUN DRIVE

BEACON DRIVE

PARK VILLAGE DRIVE

LOT A

LOT B

LOT C

LOT D

LOT E

LOT F

LOT G

LOT H

LOT I

LOT J

LOT K

LOT L

LOT M

LOT N

LOT O

LOT P

LOT Q

LOT R

LOT S

LOT T

LOT U

LOT V

LOT W

LOT X

LOT Y

LOT Z

LOT AA

LOT AB

LOT AC

LOT AD

LOT AE

LOT AF

LOT AG

LOT AH

LOT AI

LOT AJ

LOT AK

LOT AL

LOT AM

LOT AN

LOT AO

LOT AP

LOT AQ

LOT AR

LOT AS

LOT AT

LOT AU

LOT AV

LOT AW

LOT AX

LOT AY

LOT AZ

LOT BA

LOT BB

LOT BC

LOT BD

LOT BE

LOT BF

LOT BG

LOT BH

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LOT CD

LOT CE

LOT CF

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LOT CH

LOT CI

LOT CJ

LOT CK

LOT CL

LOT CM

LOT CN

LOT CO

LOT CP

LOT CQ

LOT CR

LOT CS

LOT CT

LOT CU

LOT CV

LOT CW

LOT CX

LOT CY

LOT CZ

LOT DA

LOT DB

LOT DC

LOT DD

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LOT EE

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LOT EG

LOT EH

LOT EI

LOT EJ

LOT EK

LOT EL

LOT EM

LOT EN

LOT EO

LOT EP

LOT EP

LOT EQ

LOT ER

LOT ES

LOT ET

LOT EU

LOT EV

LOT EV

LOT EW

LOT EX

LOT EY

LOT EZ

LOT FA

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LOT FC

LOT FD

LOT FE

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LOT PF

LOT PG

LOT PH

LOT PI

LOT PJ

LOT PK

LOT PL

LOT PM

LOT PN

LOT PO

LOT PP

LOT PP

LOT PQ

LOT PR

LOT PS

LOT PT

LOT PU

LOT PV

LOT PV

LOT PW

LOT PX

LOT PY

LOT PZ

LOT QA

LOT QB

LOT QC

LOT QD

LOT QE

LOT QF

LOT QG

LOT QH

LOT QI

LOT QJ

LOT QK

LOT QL

LOT QM

LOT QN

LOT QO

LOT QP

LOT QP

LOT QQ

LOT QR

LOT QS

LOT QT

LOT QU

LOT QV

LOT QV

LOT QW

LOT QX

LOT QY

LOT QZ

LOT RA

LOT RB

LOT RC

LOT RD

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LOT RF

LOT RG

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LOT SD

LOT SE

LOT SF

LOT SG

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LOT SI

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LOT SP

LOT SQ

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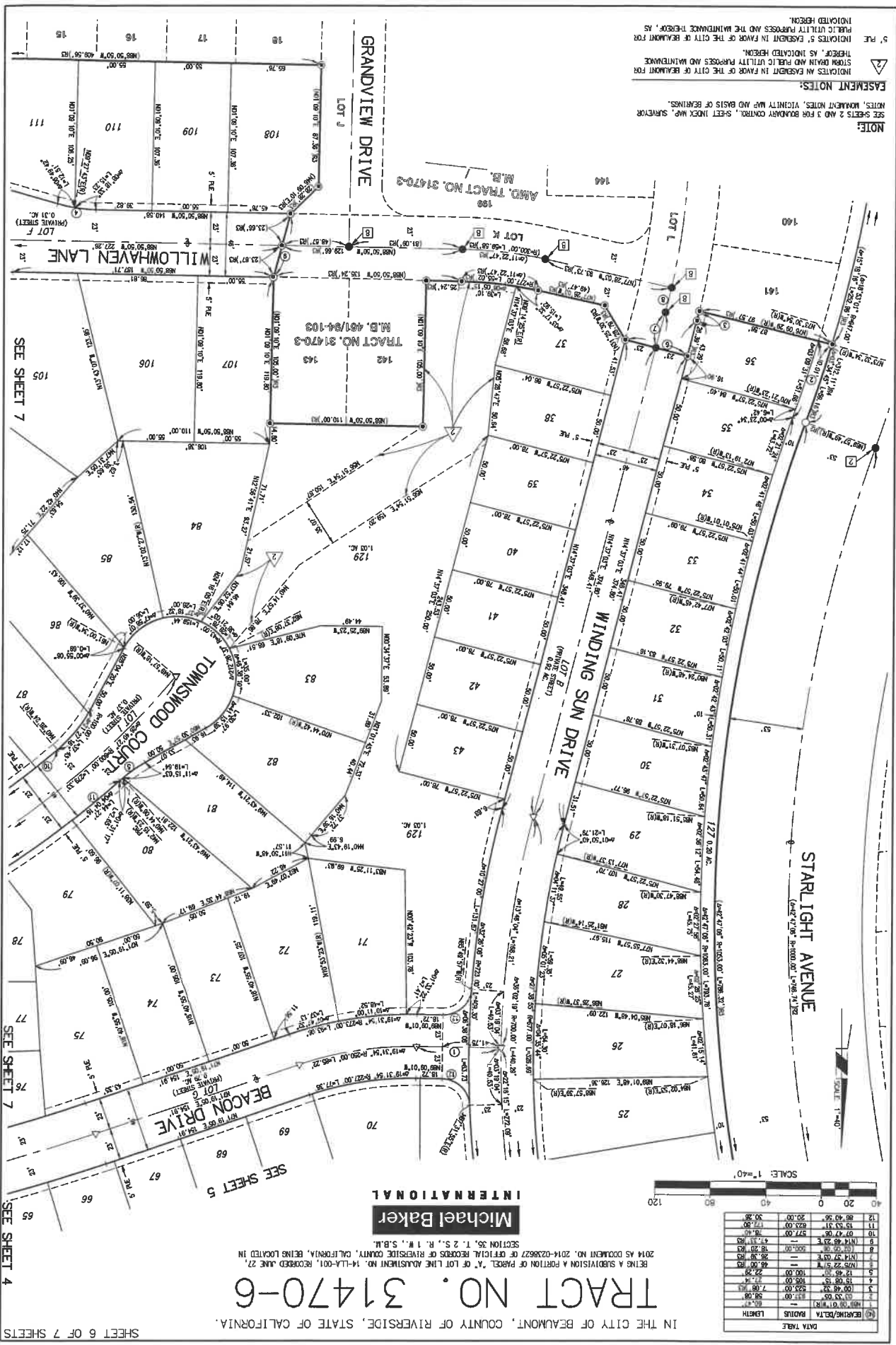
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DATA TABLE

NO.	BEARING	DIST.	LOT LENGTH
1	N 89° 01' 48" E	131.00	58.88
2	S 89° 01' 48" E	131.00	58.88
3	N 89° 01' 48" E	131.00	58.88
4	S 89° 01' 48" E	131.00	58.88
5	N 89° 01' 48" E	131.00	58.88
6	S 89° 01' 48" E	131.00	58.88
7	N 89° 01' 48" E	131.00	58.88
8	S 89° 01' 48" E	131.00	58.88
9	N 89° 01' 48" E	131.00	58.88
10	S 89° 01' 48" E	131.00	58.88
11	N 89° 01' 48" E	131.00	58.88
12	S 89° 01' 48" E	131.00	58.88

Michael Baker
INTERNATIONAL

TRACT NO. 31470-6

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

BEING A SUBDIVISION A PORTION OF PARCEL "A" OF LOT LINE ADJUSTMENT NO. 14-LL-001, RECORDED JUNE 27, 2014 AS DOCUMENT NO. 2014-028627 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 35, T. 2 S., R. 1 W., S.B.M.

SHEET 6 OF 7 SHEETS
SEE SHEET 4
SEE SHEET 5
SEE SHEET 7

NOTE:
SEE SHEETS 2 AND 3 FOR BOUNDARY CONTROL, SHEET INDEX MAP, SURVEYOR NOTES, MONUMENT NOTES, VICINITY MAP AND BASIS OF BEARINGS.
INDICATES AN EASEMENT IN FAVOR OF THE CITY OF BEAUMONT FOR STORM DRAIN AND PUBLIC UTILITY PURPOSES AND MAINTENANCE HEREON, AS INDICATED HEREON.
INDICATES 5' EASEMENT IN FAVOR OF THE CITY OF BEAUMONT FOR PUBLIC UTILITY PURPOSES AND THE MAINTENANCE THEREOF, AS INDICATED HEREON.

SEE SHEET 7

SEE SHEET 7

SEE SHEET 4

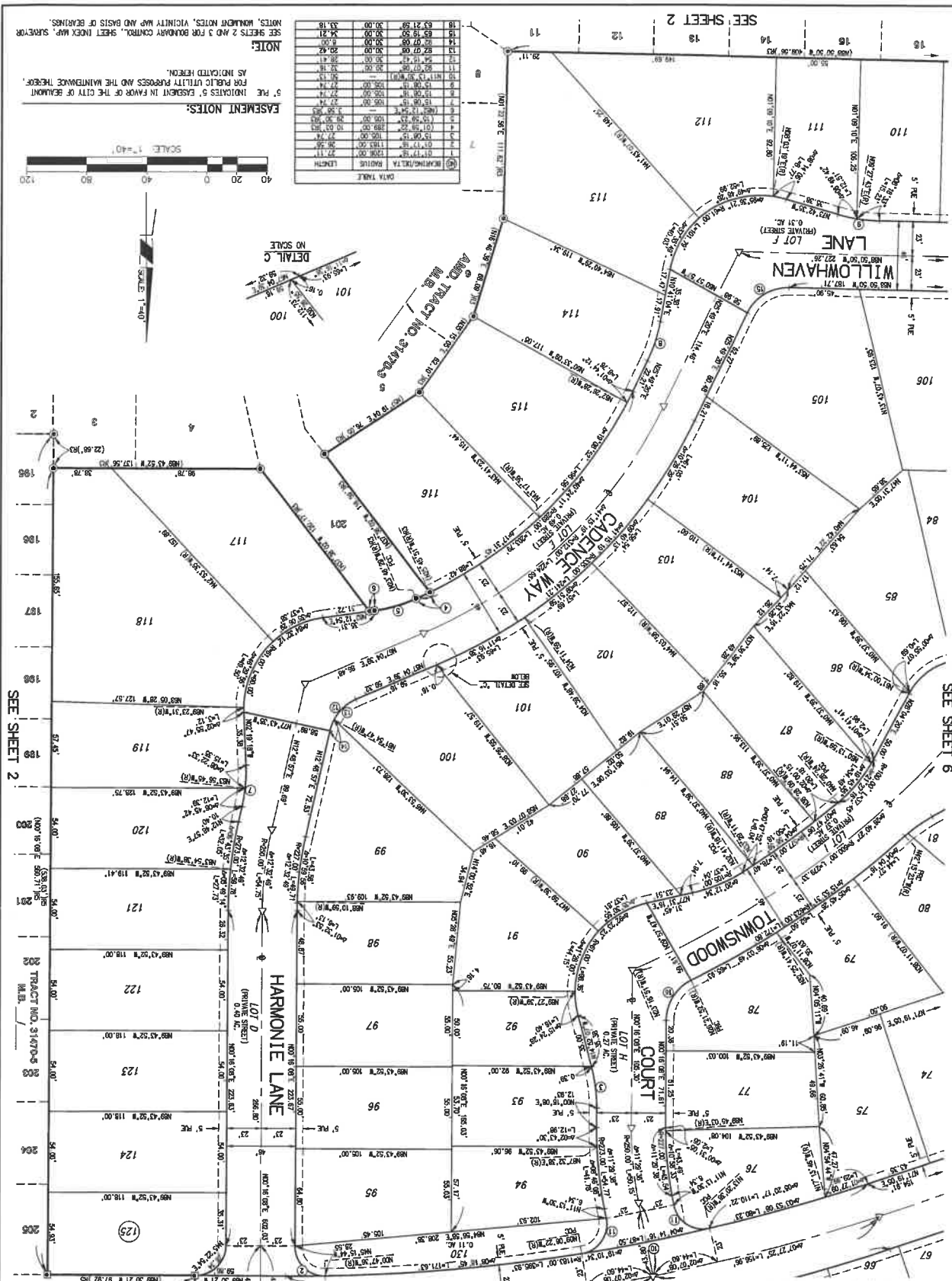
SHEET 6 OF 7 SHEETS

TRACT NO. 31470-6

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

BEING A SUBDIVISION A PORTION OF PARCEL "A" OF LOT LINE ADJUSTMENT NO. 14-LA-001, RECORDED JUNE 27, 2014 AS DOCUMENT NO. 2014-0256827 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 35, T. 2 S., R. 1 W., S.B.M.

Michael Baker INTERNATIONAL



EASEMENT NOTES:
 5' PUE INDICATES 5' EASEMENT IN FAVOR OF THE CITY OF BEAUMONT FOR PUBLIC UTILITY PURPOSES AND THE MAINTENANCE THEREOF AS INDICATED HEREON.

NOTE:
 SEE SHEETS 2 AND 3 FOR BOUNDARY CONTROL, SHEET INDEX MAP, SURVEYOR NOTES, MONUMENT NOTES, VICINITY MAP AND BASIS OF BEAUMONT.



Staff Report

TO: Mayor and Council Members
FROM: Todd Parton, City Manager
DATE: March 5, 2019
SUBJECT: Request of Rental Fee Waiver – Soroptimist International of Banning-
Beaumont

Background and Analysis:

The Soroptimist International of Beaumont-Banning has submitted a request for consideration of waiving rental fees for the annual Soroptimist Bunco fundraiser. Attached is their formal letter of request for consideration.

Fiscal Impact:

\$320.00 in rental fees to be waived.

Finance Director Review: 

Recommendation:

1. Consider fee waiver request from the Soroptimist International of Banning/Beaumont in the amount of \$320.00

City Manager Review: 

*Soroptimist International
Beaumont - Banning
P.O. Box 324
Beaumont, CA 92223*

February 20, 2019

City of Beaumont
City Council

Attn: Nicole Wilwright, City Clerk

RE: Soroptimist Fundraiser
March 30, 2019

Subject: Request for Soroptimist Beaumont-Banning
to be added to City Council Agenda on March 5, 2019

Dear Nicole:

We are writing this letter to request that Soroptimist International Beaumont-Banning be added to the Beaumont City Council's agenda for the meeting scheduled March 5, 2019. Soroptimists have scheduled our yearly Bunco fundraiser for March 30, 2019 in the gym at the Civic Center. We have held this fundraiser in the gym every year for the past fourteen years and each of those years the fees for the gym have been waived and for that we are extremely grateful. Every year the funds we raise at this event go back to supporting our community. This year we were told there were new protocols and we would need to go before the City Council with our request to waive the rental fee of \$320 for the Civic Center. We do understand that there is a fee of \$140 for a staff member to be on the premises during our event that we will gladly pay as we have in the past.

Sincerely,

SOROPTIMIST INTERNATIONAL BEAUMONT-BANNING

Debbie Saunders

Debbie Saunders
1st Vice President

Staff Report

TO: Mayor and Council Members

FROM: Elizabeth M. Gibbs, Community Services Director

DATE: March 5, 2019

SUBJECT: Fourth of July Freedom Festival Update and Pyro Spectaculars, Inc. Agreement

Background and Analysis:

The City of Beaumont has a long-standing tradition of celebrating our nation's Independence Day holiday with a family-friendly event in Stewart Park. The event includes a free swim session at the pool, a vendor area, a food court area, a live concert, and a fireworks display.

Due to the highly specialized field of pyro technic displays, staff contacted one vendor for a proposal for the pyro technic entertainment. Pyro Spectaculars, Inc. proposes a pyrotechnics program in the amount of \$21,000, which includes a licensed pyrotechnic operator, specialized crew and safety equipment used for support and protection, insurance coverage and direct contact with our local fire department. The proposal does not include any required permit fees and/or additional standby fees for inspections, or necessary security for the display site. If required, the City will need to provide these items.

Additionally, staff contacted an entertainment company that exclusively represents several talented artists. Two specific artists were chosen based on their pricing and musical genre, which includes a country rock band and a band that covers all music genres, allowing all festival attendees to enjoy the entertainment. The proposed cost for both bands is \$19,500.

Finally, staff created a small committee to explore options to expand this traditional celebration with additional family fun events. Some of the ideas proposed include a chili cook-off, a line dancing session, a larger vendor and food court area, and giveaways with the new City branding. The common thread throughout the discussions has been a strong desire for a true "small town" style event in which families spend the day at the park, in a safe and friendly atmosphere.

Fiscal Impact:

Within the adopted Fiscal Year 2018-2019 general fund budget, \$40,000 was allocated for the Fourth of July activities, Account No. 100-1550-7040-0000. The additional \$500 will be absorbed within the same departmental account from various unexpended line items.

Finance Director Review: 

Recommendation:

1. Approve the attached Production Agreement with Pyro Spectaculars, Inc., as reviewed and approved by the City Attorney; and
2. Authorize the Mayor to execute the Agreement; and,
3. Authorize staff to issue a Purchase Order in the amount of \$21,000 issued to Pyro Spectaculars, Inc.; and
4. Authorize staff to issue a Purchase Order in the amount of \$19,500 issued to Stache Inc. dba The M&M Group.

City Manager Review: 

Attachments:

- A. Production Agreement with Pyro Spectaculars, Inc.
- B. Invoice No. 1263 from Stache Inc. dba The M&M Group

January 18, 2019

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

Dear Ms. Gibbs,

Pyro Spectaculars, Inc. is happy to provide our pyrotechnic proposal for your July 4, 2019 event. The following proposal outlines your custom designed Program "A" for the amount of \$21,000.00. The various fireworks elements provided are prepared to shoot from Stewart Park Baseball Field.

Our full service program includes the services of a licensed pyrotechnic operator, specialized crew and safety equipment used for support and protection. The price also includes insurance coverage, sales tax and delivery. To help ensure public safety, we work directly with the local fire authority while we apply for all the necessary fire department and other fireworks related permits. Our winning combination of products, people and production capabilities help produce the safest fireworks entertainment package possible.

Your organization will be responsible for payment of all Fire Department permit fees and/or standby firemen fees, if any. The Fire Department may bill you directly for any additional standby fees for inspections. Your organization will also be responsible for providing the display location and all necessary security for the display site.

Enclosed you will find a Product Synopsis, Production Agreement for signature and Scope of Work. Please have one copy of this fully executed agreement returned to our office by April 2, 2019 along with your deposit.

Please take the time to review this proposal in detail. If you wish to discuss any changes in your program or need more information, please call either myself or your Customer Service Representative Maria Barajas at (909) 355-8120 ext. 231.

Sincerely,
PYRO SPECTACULARS, INC.



Jeff Martin

Sales Manager

JM/mb

Enclosures

Pyro Spectaculars, Inc.

P.O. Box 2329 • Rialto, CA 92377 • Phone: (909) 355-8120 or (888) 477-PYRO • Fax: (909) 355-9813



PYRO
SPECTACULARS
by Souza



www.pyrospec.com



Product Synopsis • Pyrotechnic Proposal

City of Beaumont

PROGRAM A – July 4, 2019

\$21,000.00

Opening

<u>Description</u>	<u>Quantity</u>
◆ 2.5" Souza Designer Opening Salutes	15

Total of Opening 15

Main Body - Aerial Shell0s

<u>Description</u>	<u>Quantity</u>
◆ 3" Souza Designer Selections	330

Total of Main Body - Aerial Shells 330

Pyrotechnic Devices

<u>Description</u>	<u>Quantity</u>
◆ Sousa Gold Line Custom Multishot Device	100 Shots
◆ Sousa Platinum Line Custom Multishot Device	400 Shots
◆ Sousa Diamond Line Custom Multishot Device	700 Shots
◆ Sousa Emerald Line Custom Multishot Device	1412 Shots

Total of Pyrotechnic Devices 2,612

Grand Finale

<u>Description</u>	<u>Quantity</u>
◆ 2.5" Souza Designer Bombardment Shells	120

Total of Grand Finale 120

Grand Total 3,077



PRODUCTION AGREEMENT
(Special)

This agreement ("Agreement") is made this _____ day of _____, 2019 by and between Pyro Spectaculars, Inc., a California corporation, hereinafter referred to as ("PYRO"), and City of Beaumont, hereinafter referred to as ("CLIENT"). PYRO and CLIENT are sometimes referred to as "Party" or collectively as "Parties" herein.

1. **Engagement** - CLIENT hereby engages PYRO to provide to CLIENT one fireworks production ("Production"), and PYRO accepts such engagement upon all of the promises, terms and conditions hereinafter set forth. The Production shall be substantially as outlined in Program "A", attached hereto and incorporated herein by this reference.

1.1 **PYRO Duties** - PYRO shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by CLIENT) relating to the Production, insurance covering the Production and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work ("Scope of Work"), attached hereto, incorporated herein by this reference, and made a part of this Agreement as though set forth fully herein.

1.2 **CLIENT Duties** - CLIENT shall provide to PYRO a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 6 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.

2. **Time and Place** - The Production shall take place on July 4, 2019, at approximately 9:00 p.m., at Stewart Park baseball field, south of park, Orange St., Beaumont, CA. Site.

3. **Fees, Interest, and Expenses** -

3.1 **Fee** - CLIENT agrees to pay PYRO a fee of ~~\$21,000.00~~ USD (~~TWENTY ONE THOUSAND DOLLARS~~) ("Fee") for the Production. CLIENT shall pay to PYRO ~~\$10,500.00~~ USD (~~TEN THOUSAND FIVE HUNDRED DOLLARS~~) of the Fee plus estimated permit and standby fees, specified production costs, and other regulatory costs approximated at ~~\$00.00~~ OR an amount to be determined, for a total of ~~\$10,500.00~~, as a deposit ("Deposit") upon the execution of this Agreement by both parties but no later than April 2, 2019. The balance of the Fee shall be paid no later than July 5, 2019. CLIENT authorizes PYRO to receive and verify credit and financial information concerning CLIENT from any agency, person or entity including but not limited to credit reporting agencies. The "PRICE FIRM" date, the date by which the executed Agreement must be delivered to Pyro, is set forth in paragraph 20.

3.2 **Interest** - In the event that the Fee is not paid in a timely manner, CLIENT will be responsible for the payment of .834% interest per month or 10% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.

3.3 **Expenses** - PYRO shall pay all normal expenses directly related to the Production including freight, insurance as outlined, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics and those additional items as outlined as PYRO's responsibility in the Scope of Work. CLIENT shall pay all costs related to the Production not supplied by PYRO including, but not limited to, those items outlined as CLIENT's responsibility in this Agreement and Scope of Work.

4. **Proprietary Rights** - PYRO represents and warrants that it owns all copyrights, including performance rights, to this Production, except that PYRO does not own CLIENT-owned material or third-party-owned material that has been included in the Production, and as to such CLIENT-owned and third-party-owned material, CLIENT assumes full responsibility therefore. CLIENT agrees that PYRO shall retain ownership of, and all copyrights and other rights to, the Production, except that PYRO shall not acquire or retain any ownership or other rights in or to CLIENT-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, CLIENT consents to the use of CLIENT-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. PYRO reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.

5. **Safety** - PYRO and CLIENT shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within PYRO's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by PYRO for fireworks to fail or malfunction, or for PYRO to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of PYRO.

6. **Security** - CLIENT shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by PYRO from entering an area to be designated by PYRO as the area for the set-up and discharge of the Production, including a fallout area satisfactory to PYRO where the pyrotechnics may safely rise and any debris may safely fall. PYRO shall have no responsibility for monitoring or controlling CLIENT's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

7. **Cleanup** - PYRO shall be responsible for the removal of all equipment provided by PYRO and clean up of any live pyrotechnic debris made necessary by PYRO. CLIENT shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

8. **Permits** - PYRO agrees to apply for permits for the firing of pyrotechnics only from the Beaumont Fire Department, FAA, and USCG, if required. CLIENT shall be responsible for any fees associated with these permits including standby fees. CLIENT shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

9. **Insurance** - PYRO shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with PYRO's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect CLIENT from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from PYRO's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from CLIENT's negligence or willful conduct or from failure of CLIENT to perform its obligations under this Agreement, coverage for which shall be provided by CLIENT.

The coverage of these policies shall be subject to reasonable inspection by CLIENT. Certificates of Insurance evidencing the required general liability coverage shall be furnished to CLIENT prior to the rendering of services hereunder and shall include that the following are named as additionally insured: CLIENT; Sponsors, Landowners, Barge Owners, if any; and Permitting Authorities, with respect to the operations of PYRO at the Production. Pyrotechnic subcontractors or providers, if any, not covered under policies of insurance required hereby, shall secure, maintain and provide their own insurance coverage with respect to their respective operations and services.

10. **Indemnification** - PYRO represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, PYRO shall indemnify, hold harmless, and defend CLIENT and the additional insureds from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of PYRO, their officers, agents, contractors, providers, or employees. CLIENT shall indemnify, hold harmless, and defend PYRO from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of CLIENT, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

11. **Limitation of Damages for Ordinary Breach** - Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 9 and 10, above, in the event CLIENT claims that PYRO has breached this Agreement or was otherwise negligent in performing the Production provided for herein, CLIENT shall not be entitled to claim or recover monetary damages from PYRO beyond the amount CLIENT has paid to PYRO under this Agreement, and shall not be entitled to claim or recover any consequential damages from PYRO including, without limitation, damages for loss of income, business or profits. CLIENT's potential liability to PYRO shall be limited in the same manner and amount as the limitations on PYRO's liability in this Section 11.

12. **Force Majeure** - CLIENT agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of PYRO which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which CLIENT has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, PYRO is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which CLIENT has purchased the Production be canceled as a result of such causes, CLIENT may (i) reschedule the Production and pay PYRO such sums as provided in Paragraph 13, or (ii) cancel the Production and pay PYRO such sums as provided in Paragraph 14, based upon when the Production is canceled.

13. **Rescheduling Of Event** - If CLIENT elects to reschedule the Production, PYRO shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. CLIENT and PYRO shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless PYRO agrees that such rescheduling will not adversely affect normal business operations during those periods.

14. **Right To Cancel** - CLIENT shall have the option to unilaterally cancel the Production prior to the scheduled date. If CLIENT exercises this option, CLIENT agrees to pay to PYRO, as liquidated damages, the following percentages of the Fee as set forth in Paragraph 3.1. 1) 50% if cancellation occurs 30 to 90 days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event CLIENT cancels the Production, it will be impractical or extremely difficult to fix actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if CLIENT cancels the Production.

15. **No Joint Venture** - It is agreed, nothing in this Agreement or in PYRO's performance of the Production shall be construed as forming a partnership or joint venture between CLIENT and PYRO. PYRO shall be and is an independent contractor with CLIENT and not an employee of CLIENT. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

16. **Applicable Law** - This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Riverside County, California, shall be proper venue for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

17. **Notices** - Any Notice to the Parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows: PYRO - Pyro Spectaculars, Inc., P.O. Box 2329, Rialto, California, 92377, or for overnight delivery to 3196 N. Locust Avenue, Rialto, California 92377. CLIENT - City of Beaumont, 550 East 6th Street, Beaumont, CA 92223.

Pyro Spectaculars, Inc.
P.O. Box 2329
Rialto, CA 92377
Tel: 909-355-8120 :: Fax: 909-355-9813

City of Beaumont
Program A, Rev. # 1
July 4, 2019
Page 3 of 4

18. **Modification of Terms** – All terms of the Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

19. **Severability** – If there is more than one CLIENT, they shall be jointly and severally responsible to perform CLIENT's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CLIENT and after it is executed and accepted by PYRO at PYRO's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

20. **Price Firm** – If any changes or alterations are made by CLIENT to this Agreement or if this Agreement is not executed by CLIENT and delivered to PYRO on or before the PRICE FIRM date shown below, then the price, date, and scope of the Production are subject to review and acceptance by PYRO for a period of 15 days following delivery to PYRO of the executed Agreement. In the event it is not accepted by PYRO, PYRO shall give CLIENT written notice, and this Agreement shall be void.

PRICE FIRM through April 2, 2019
EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.
See PRICE FIRM conditions, paragraph 20, above.

EXECUTED as of the date first written above:

PYRO SPECTACULARS, INC.

City of Beaumont

By: 
Its: President

By: _____
Its: _____

ok

Print Name

SHOW PRODUCER: Jeff Martin

SCOPE OF WORK
PYRO SPECTACULARS, INC. ("PYRO")
and
City of Beaumont("CLIENT")

Pyro shall provide the following goods and services to CLIENT:

- One Pyro Spectaculars, Inc., Production on July 4, 2019, at approximately 9:00 p.m., at Stewart Park baseball field, south of park, Orange St., Beaumont, CA.
- All pyrotechnic equipment, trained pyrotechnicians, shipping, and pyrotechnic product.
- Application for specific pyrotechnic permits relating to the Production.
- Insurance covering the Production as set forth in the Agreement with the following limits:

<u>Insurance Requirements</u>	<u>Limits</u>	
<u>Commercial General Liability</u>	\$1,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Business Auto Liability- Owned, Non-Owned and Hired Autos</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Workers' Compensation</u>	Statutory	
<u>Employer Liability</u>	\$1,000,000	Per Occurrence

CLIENT shall provide to PYRO the following goods and services:

- All on-site labor costs, if any, not provided or performed by PYRO personnel including, but not limited to, local union requirements, all Site security, Police and Fire Dept. standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, clean-up crew. All these additional personnel and services shall be fully insured and the sole responsibility of CLIENT.
- Coordination and any applicable non-pyrotechnic permitting with the local, state or federal government that may hold authority within the Production.
- Costs of all permits required for the presentation of the Production and the event as a whole.
- Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that the pyrotechnics are at the Site or the load site (if different) on the date of the Production and all set-up and load-out dates, including water security to keep unauthorized people, boats, etc. from entering the Safety Zone.
- General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for PYRO personnel within the venue, secure parking for PYRO vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.

DRAYTON INSURANCE BROKERS, INC.

2500 CENTER POINT ROAD, SUITE 301
BIRMINGHAM, ALABAMA 35215
TELEPHONE: (205) 854-5806

POST OFFICE BOX 94067
BIRMINGHAM, ALABAMA 35220
FAX: (205) 854-5899

CERTIFICATE OF INSURANCE

NO. 900048

We certify that insurance is afforded as stated below. This Certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the insurance policy and the insurance afforded is subject to all the terms, exclusions and conditions of the policy.

INSURER Admiral Insurance Company **POLICY NO.** CA000002771-33

NAMED INSURED Pyro Spectaculars, Inc. Pyro Spectaculars by Souza
Pyro Events, Inc. Pyro Spectacular Industries, Inc.
Pyro Spectaculars Productions, Inc. North American Fireworks Co., Inc. (NAFCO)
P.O. Box 2329 San Diego Fireworks
Rialto, California 92377

POLICY TERM January 13, 2019 to January 13, 2020; Both Days 12:01 A.M. Standard Time

COVERAGE Commercial General Liability: Occurrence Basis Claims Made Basis

LIMIT OF LIABILITY \$1,000,000 each occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations aggregate
The limit of liability shall not be increased by the inclusion of more than one insured or additional insured.

INSURED OPERATIONS Public fireworks display and special effects contractor

It is certified that, if named below, this policy includes as Additional Insureds 1) the sponsor(s), promoter(s), organizer(s) (including other entities having similar interests), of insured pyrotechnic events and/or 2) the owner(s) of real property (or barges) at which insured pyrotechnic events are held and/or 3) the owner(s), manager(s), tenant(s), mortgagee(s) (including other entities having similar interests), of buildings, stadiums, arenas and similar facilities at which insured pyrotechnic events are held and/or 4) the licensing or permitting authority, or other authority having jurisdiction, issuing licenses/permits for insured pyrotechnic events and/or 5) any other entity for which the insurance is required to be afforded under written contract. Coverage applies only as respects the legal liability of such Additional Insured(s) for bodily injury and property damage caused by the operations of the Named Insured. The insurance afforded any Additional Insured does not include coverage for any bodily injury or property damage arising from the failure of such Additional Insured to fulfill its obligations specified in its contract with the Named Insured.

**NAME & ADDRESS OF INSURED SPONSORS,
PROPERTY OWNERS, LICENSORS**

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

ADDITIONAL INSURED(S): City of Beaumont, County of Riverside, Riverside County Fire Department, The State of California, and their officers, agents and employees when acting in their official capacity as such.

It is agreed and understood that the **State of California** shall not be held liable for any premiums or assessments on this policy.

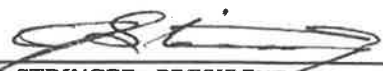
DISPLAY LOCATION
Stewart Park Baseball Field
Beaumont, CA

DISPLAY DATE(S)
July 4, 2019

It is certified that this policy requires a 30 day mutual notice of cancellation between the Insurer and the Named Insured. In the event of such cancellation we will endeavor to mail 10 days written notice to the Additional Insured(s), whose name and address is shown hereon, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer and/or the undersigned.

DRAYTON INSURANCE BROKERS, INC.

January 18, 2019
DATE OF ISSUE


A.J. STRINGER, PRESIDENT
CALIFORNIA LICENSE NO. 0A18664



ATTACHMENT B

Invoice

Date	Invoice #
1/25/2019	1263

Stache Inc. dba The M&M Group
 16872 Bolsa Chica Street, Suite 204
 Huntington Beach CA 92649

Bill To
City of Beaumont Elizabeth Gibbs 1301 Oak Valley Parkway Beaumont, CA 92223

Project	Terms	PO
4th of July Event	Due on receipt	

Quantity	Description	Rate	Amount
1	Independence Day Event - Stewart Park Beaumont CA - Thursday, July 4th, 2019 Two (2) Bands - The BOE Band & Texas Runaway Production Services Payment in full due on receipt	19,500.00	19,500.00
Thank you for your business.		Total	\$19,500.00

Staff Report

TO: Mayor and City Council Members
FROM: Todd Parton, City Manager
DATE: March 5, 2019
SUBJECT: Formation of CFD No. 2019-1

Background and Analysis:

On January 15, 2019, the City Council adopted Resolution No. 2019-1 stating its intention to form CFD No. 2019-1 (the "District") and Resolution No. 2019-2 stating its intention to incur bonded indebtedness in an amount not to exceed \$4,000,000. This was the initial step in the formation process of the District and such resolutions called for a public hearing to be held on the formation of the District on February 19, 2019. The City opened the public hearing on February 19, 2019 and continued it to March 5, 2019. The District consists of 118 proposed single family homes. Following the closing of the public hearing, the City Council will be asked to adopt resolutions establishing the District and determining the necessity to incur bonded indebtedness in an amount not to exceed \$4,000,000. The adoption of such resolutions will call for an election to be conducted by the City Clerk on the authorization of the levy of the special tax described in the Rate and Method of Apportionment of the Special Tax and the approval of the issuance of bonds in an amount not to exceed \$4,000,000. On file with the City Clerk is a Certificate of the Registrar of Voters of the County of Riverside confirming that there are no registered voters residing within the boundaries of the District. Accordingly, the election will be a landowner election at which each property owner within the District will have one vote for each acre (or portion thereof) of land it owns within the boundaries of the District that is not exempt from the proposed special tax. Pardee Homes (the "Developer") has executed a waiver waiving certain election law requirements and consenting to the holding of the election on the issuance of the Bonds and the levy of the special tax immediately following the public hearing.

The Developer has been previously mailed a ballot which will have been returned to the City Clerk. The City Clerk will conduct the election and read the results to the City Council which will then be requested to adopt a resolution certifying the election results. Assuming the ballot measures pass, the City Council would then be asked to introduce the Ordinance levying the special tax in the newly created District and to introduce the Ordinance approving the levy of the special tax.

Taxable Property within the District will be subject to a Facilities Special Tax, a Maintenance Special Tax and Public Services Special Tax. The Fiscal Year 2019-20 Maximum Special Tax

Rate for the Special Tax for Facilities will range from \$1,270 to \$1,450 for Zone 1 and from \$1,310 to \$1,505 for Zone 2. The rates vary based upon the size and type of homes being constructed. The Special Tax for Facilities does not escalate. These taxes shall not be levied beyond Fiscal Year 2055-56.

The Fiscal Year 2019-20 Maximum Special Tax Rate for the Special Tax for Public Services will be \$462, escalating at 5% per year. This Maximum Special Tax Rate is the same as the Fiscal Year 2019-20 Maximum Special Tax rate for other community facilities districts within the City of Beaumont, which are also subject to a Special Tax for Public Safety.

The Fiscal Year 2019-20 Maximum Special Tax Rate for the Special Tax for Maintenance Services will be \$230 per parcel or \$3,118 per acre, for parcels within Zone 1, and \$444 per parcel or \$2,600 per acre, for parcels within Zone 2, all escalating at the greater of the percentage change in the Consumer Price Index or 2% per year.

The Special Tax for Public Services and the Special Tax for Maintenance Services shall each be levied as long as needed, as determined by the City Council.

The estimated total effective tax rates of homes within the District ranges between approximately 1.98% and 2.00% of the estimated sales prices. This is consistent with the City's CFD Goals and Policies.

In addition, the City, the District and the Developer desire to enter into an Acquisition Agreement (the "Acquisition Agreement") pursuant to which the District may utilize proceeds of bond issued by the District to acquire public facilities completed by the Developer.

Fiscal Impact:

There is no impact on the general fund to pay any costs associated with the proposed formation of the District. \$50,000 has been advanced to the City by the Developer to finance initial costs of the formation of the District. In the event that any bonds are issued by the District, the Developer would be entitled to reimbursement of costs advanced pursuant to the Reimbursement Agreement. The inclusion of the Special Tax for Public Services will produce an estimated \$54,516 in annual revenues for public safety at build out (based on the initial rate of \$462/unit). The inclusion of the Special Tax for Maintenance Services will produce an estimated \$33,664.91 in annual revenues for operations and maintenance at build out (based on the initial rate within each Zone per unit).

Finance Director Review: 

Recommendation:

1. Waive the full reading and adopt by title only "A Resolution of The City Council Establishing the City of Beaumont Community Facilities District No. 2019-1, Authorizing the Levy of Special Taxes and Calling an Election Therein."
2. Waive the full reading and adopt by title only "Resolution of The City Council of The City of Beaumont, Acting as the Legislative Body of City Of Beaumont Community Facilities District No. 2019-1, Determining the Necessity to Incur Bonded Indebtedness within the Community Facilities District and Calling Elections Therein."
3. Collection of ballots to be conducted by the City Clerk, and votes to be read into the record.
4. Waive the full reading and adopt by title only "Resolution of the City Council, Acting in Its Capacity as the Legislative Body of City of Beaumont Community Facilities District No. 2019-1, Certifying the Results of the March 5, 2019 Special Tax and Bond Elections."
5. Waive the first full reading of "Ordinance of the City Council of The City of Beaumont, Acting in Its Capacity As the Legislative Body of City of Beaumont Community Facilities District No. 2019-1, Authorizing the Levy of a Special Tax within the Community Facilities District."

Attachments:

- A. Resolution of The City Council Establishing the City of Beaumont Community Facilities District No. 2019-1, Authorizing the Levy of Special Taxes and Calling an Election Therein
- B. Resolution of The City Council of The City of Beaumont, Acting as the Legislative Body of City Of Beaumont Community Facilities District No. 2019-1, Determining the Necessity to Incur Bonded Indebtedness within the Community Facilities District and Calling Elections Therein
- C. Resolution of the City Council, Acting in Its Capacity as the Legislative Body of City of Beaumont Community Facilities District No. 2019-1, Certifying the Results of the February 19, 2019 Special Tax and Bond Elections
- D. Ordinance of the City Council of The City of Beaumont, Acting in Its Capacity As the Legislative Body of City of Beaumont Community Facilities District No. 2019-1, Authorizing the Levy of a Special Tax within the Community Facilities District
- E. Community Facilities District Report
- F. Certificate of the Registrar of Voters
- G. Election Waiver
- H. Acquisition Agreement

City Manager Review: 

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL ESTABLISHING THE
CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT
NO. 2019-1, AUTHORIZING THE LEVY OF SPECIAL TAXES AND
CALLING AN ELECTION THEREIN**

Intent of the Parties and Findings

(i) The City Council (the "City Council") of the City of Beaumont, California (the "City") has heretofore adopted Resolution No. 2019-1 (the "Resolution of Intention") stating its intention to form Community Facilities District No. 2019-1 (the "Community Facilities District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Act"); and

(ii) A copy of the Resolution of Intention setting forth a description of the proposed boundaries of the Community Facilities District, the public facilities and the incidental expenses to be financed by the Community Facilities District (the "Facilities" and "Incidental Expenses," respectively) and the maintenance services and the public services to be provided by the Community Facilities District (the "Maintenance Services" and the "Public Services," respectively) is on file with the City Clerk, and the Resolution of Intention is incorporated herein by reference; and

(iii) A combined notice of a public hearing to be held on February 19, 2019 was published and mailed to all landowners of the land proposed to be included within the Community Facilities District; and

(iv) Prior to February 19, 2019, the City Council duly noticed the public hearing (the "Hearing"); and

(v) On February 19, 2019, the City Council opened the Hearing and continued it until March 5, 2019; and

(vi) At the Hearing there was filed with this City Council a report containing a description of the Facilities, the Maintenance Services and the Public Services necessary to meet the needs of the Community Facilities District and an estimate of the cost of such Facilities as required by Section 53321.5 of the Act (the "Community Facilities District Report"); and

(vii) At the Hearing all persons desiring to be heard on all matters pertaining to the proposed formation of the Community Facilities District and the levy of the special taxes and the issuance of bonded indebtedness were heard and a full and fair hearing was held; and

(viii) At the Hearing, evidence was presented to the City Council on the matters before it, and the proposed formation of the Community Facilities District and the levy of special taxes was not precluded by a majority protest of the type described in Section 53324 of the Act, and this City Council at the conclusion of the hearing is fully advised as to all matters relating to the formation of the Community Facilities District, the levy of the special taxes and the issuance of bonded indebtedness; and

(ix) The City Council has determined that there have been no registered voters residing in the proposed boundaries of the Community Facilities District for the period of 90 days prior to the Hearing and that the qualified electors in the Community Facilities District are the landowners within the Community Facilities District; and

(x) On the basis of all of the foregoing, the City Council has determined at this time to proceed with the establishment of the Community Facilities District and with the calling of an election within the boundaries of the Community Facilities District to authorize (i) the levy of special taxes within the Community Facilities District pursuant to the rate and method of apportionment of special tax for the Community Facilities District, a copy of which is attached hereto as Exhibit B (the "Rate and Method"), (ii) the issuance of bonds by the Community Facilities District to finance the Facilities and Incidental Expenses, and (iii) the establishment of an appropriations limit for the Community Facilities District; and

(xi) The legislative body of the District desires to approve the form of an Acquisition Agreement relating to the District, by and among the City, the District and Pardee Homes (the "Acquisition Agreement");

NOW, THEREFORE, the City Council of the City of Beaumont, California, acting for and on behalf of the City and the Community Facilities District, does resolve, declare, determine and order as follows:

SECTION 1. Each of the above recitals is true and correct.

SECTION 2. The Community Facilities District to be designated "City of Beaumont Community Facilities District No. 2019-1" is hereby established pursuant to the Act. The City Council hereby finds and determines that all prior proceedings taken with respect to the establishment of the Community Facilities District were valid and in conformity with the requirements of law, including the Act. This finding is made in accordance with the provisions of Section 53325.1(b) of the Act.

SECTION 3. The boundaries of the Community Facilities District are established as shown on the map designated "Boundary Map City of Beaumont Community Facilities District No. 2019-1, County of Riverside, State of California," which map is on file in the office of the City Clerk and was recorded pursuant to Sections 3111 and 3113 of the Streets and Highways Code in the County of Riverside Book of Boundary Maps in the County Recorder's Office in Book No. 83 at pages 44-45 as Document No. 2019-0026574 on January 24, 2019.

SECTION 4. The types of Facilities, Maintenance Services, Public Services and Incidental Expenses authorized to be provided for the Community Facilities District are those set forth in the Resolution of Intention. The estimated cost of the Facilities, Maintenance Services, Public Services and Incidental Expenses to be financed is set forth in the Community Facilities District Report, which estimates may change as the Facilities are designed and bid for construction and acquisition.

The City of Beaumont is authorized by the Act to contribute revenue to, or to construct or acquire the Facilities, all in accordance with the Act. The City Council finds that the proposed Facilities are necessary to meet the increased demand that will be placed upon public infrastructure and the City as a result of new development within the Community Facilities District.

The City Council finds that the proposed Maintenance Services and Public Services are necessary to meet the increased demand that will be placed upon the City as a result of new development within the Community Facilities District.

SECTION 5. The City Council hereby adopts the Rate and Method as the rate and method of apportionment for the Community Facilities District. Except where funds are otherwise available, it is the intention of the City Council, subject to the approval of the eligible voters within the Community Facilities District, to levy the proposed special taxes in the Community Facilities District at the rates set forth in the Rate and Method on all non-exempt property therein sufficient to pay (i) the costs of Facilities and the principal and interest and other periodic costs on the bonds proposed to be issued by the Community Facilities District to finance the Facilities, including the establishment and replenishment of reserve funds, any remarketing, credit enhancement and liquidity facility fees (including such fees for instruments which serve as the basis of a reserve fund in lieu of cash) and other expenses of the type permitted by Section 53345.3 of the Act; (ii) the Incidental Expenses; and (iii) the costs for providing the Maintenance Services and the Public Services. The Community Facilities District expects to incur, and in certain cases has already incurred, Incidental Expenses in connection with the creation of the Community Facilities District, providing for the issuance of bonds, the levying and collecting of the special tax, the completion and inspection of the Facilities, the provision of the Maintenance Services and the Public Services and the annual administration of the bonds and the Community Facilities District. The Rate and Method is described in detail in Exhibit B hereto and incorporated herein by this reference, and the City Council hereby finds that said Exhibit B contains sufficient detail to allow each landowner within the Community Facilities District to estimate the maximum amount that may be levied against each parcel. As described in greater detail in the Community Facilities District Report, which is incorporated by reference herein, the special tax is based on the expected demand that each parcel of real property within the Community Facilities District will place on the Facilities and each parcel of real property's share of the expected costs of the Maintenance Services and the Public Services and, accordingly, is hereby determined to be reasonable. The special tax shall be levied on each assessor's parcel in the Community Facilities District pursuant to the Rate and Method, but the special tax for Facilities shall not be levied after Fiscal Year 2055-56. The special tax is apportioned to each parcel in the Community Facilities District on the foregoing bases pursuant to Section 53325.3 of the Act and such special tax is not a tax on or a tax based upon the ownership of real property.

The City's Finance Director will be responsible for preparing annually, or authorizing a designee to prepare, a current roll of special tax levy obligations by assessor's parcel number and will be responsible for estimating future special tax levies pursuant to Section 53340.2 of the Act.

SECTION 6. In the event that a portion of the property within the Community Facilities District shall become for any reason exempt, wholly or partially, from the levy of the special tax specified in the Rate and Method, the City Council shall, on behalf of the Community Facilities District, increase the levy to the extent necessary and permitted by law and these proceedings upon the remaining property within the Community Facilities District which is not delinquent or exempt in order to yield the required debt service payments on any outstanding bonds for the Community Facilities District or to prevent the Community Facilities District from defaulting on any other covenants, obligations or liabilities for the Community Facilities District; provided, however, that under no circumstances shall the Special Tax in the Community Facilities District be increased as a consequence of delinquency or default by the owner of any other parcel or parcels of private residential property within the Community Facilities District by more than ten percent (10%) above

the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults in the Community Facilities District. The amount of the special tax will be set in accordance with the Rate and Method.

SECTION 7. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code, a continuing lien to secure each levy of the special tax shall attach to all non-exempt real property in the Community Facilities District; and this lien shall continue in force and effect until the special tax obligation is paid and permanently satisfied and the lien canceled in accordance with law or until collection of the special tax by the Community Facilities District ceases.

SECTION 8. Consistent with Section 53325.6 of the Act, the City Council finds and determines that the land within the Community Facilities District, if any, devoted primarily to agricultural, timber or livestock uses and being used for the commercial production of agricultural, timber or livestock products is contiguous to other land within the Community Facilities District and will be benefited by the Facilities proposed to be provided within the Community Facilities District.

SECTION 9. It is hereby further determined that there is no ad valorem property tax currently being levied on property within the proposed Community Facilities District for the exclusive purpose of paying the principal of or interest on bonds or other indebtedness incurred to finance the construction of capital facilities which provide the same services or benefits to the territory of the Community Facilities District as are proposed to be provided by the Facilities to be financed by the Community Facilities District.

SECTION 10. The City Council finds and determines that the Maintenance Services and the Public Services are in addition to those already being provided within the territory of the Community Facilities District prior to its formation and shall not supplant services already available within such territory when the Community Facilities District is created.

SECTION 11. Written protests against the establishment of the Community Facilities District have not been filed by one half or more of the registered voters within the boundaries of the Community Facilities District or by the property owners of one half or more of the area of land within the boundaries of the Community Facilities District. The City Council hereby finds that the proposed special tax has not been precluded by a majority protest pursuant to Section 53324 of the Act.

SECTION 12. An election is hereby called for within the Community Facilities District on the propositions of levying the special tax on the property within the Community Facilities District and establishing an appropriations limit for the Community Facilities District pursuant to Section 53325.7 of the Act and shall be consolidated with the election on the proposition of incurring bonded indebtedness for the Community Facilities District, pursuant to Section 53351 of the Act. The propositions to be placed on the ballot for the Community Facilities District are attached hereto as Exhibit A.

SECTION 13. The date of the elections within the Community Facilities District shall be March 5, 2019, or such later date as is consented to by the City Clerk and the landowners within the Community Facilities District. The City Clerk shall conduct the election and all ballots shall be received by, and the City Clerk shall close the elections by, 10:00 p.m. on the election day; provided the elections shall be closed at such earlier time as all qualified electors have voted as provided in Section 53326(d) of the Act. Except as otherwise provided by the Act, the elections shall be

conducted by personally delivered or mailed ballot and, except as otherwise provided by the Act, the elections shall be conducted in accordance with the provisions of law regulating elections of the City insofar as such provisions are determined by the City Clerk to be applicable.

It is hereby found that there are no registered voters within the territory of the Community Facilities District, and, pursuant to Section 53326 of the Act, each landowner who is the owner of record on the date hereof, or the authorized representative thereof, shall have one vote for each acre or portion thereof that he, she or it owns within the Community Facilities District. The voters shall be the landowners of record within the Community Facilities District as of March 5, 2019.

SECTION 14. The preparation of the Community Facilities District Report is hereby ratified. The Community Facilities District Report, as submitted, is hereby approved and made a part of the record of the public hearing regarding the formation of the Community Facilities District, and is ordered to be kept on file with the transcript of these proceedings and open for public inspection.

SECTION 15. The City Council finds that the formation of the Community Facilities District is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because such formation has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 16. The City has adopted goals and policies (the “Goals and Policies”) which require that the effective tax rate for each property within the Community Facilities District be equal to or less than 2% of the sales price thereof.

SECTION 17. The form of the Acquisition Agreement presented at this meeting is hereby approved; and any one of the Mayor, the City Manager, the Assistant City Manager, or the Finance Director of the City or the written designee of one of the foregoing (collectively, the “Authorized Officers”) is hereby authorized and directed to execute the Acquisition Agreement in the form hereby approved, with such additions therein and changes thereto as the Authorized Officer or Authorized Officers executing the same deem necessary to cure any defect or ambiguity therein if such change does not materially alter the substance or content thereof, with such approval to be conclusively evidenced by the execution and delivery of such Acquisition Agreement.

SECTION 18. This Resolution shall be effective upon its adoption.

PASSED, APPROVED and ADOPTED this 5th day of March, 2019.

Julio Martinez, Mayor

I, Steven Mehlman, City Clerk of the City of Beaumont, do hereby certify that the foregoing Resolution was passed and adopted at a regular meeting of the City Council of the City of Beaumont held on the 5th day of March, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

ATTEST:

Steven Mehlman, City Clerk

EXHIBIT A

SAMPLE BALLOT

**CITY OF BEAUMONT
COMMUNITY FACILITIES DISTRICT NO. 2019-1
SPECIAL TAX AND SPECIAL BOND ELECTION**

March 5, 2019

This ballot represents ___ votes.

To vote, write or stamp a cross (“+” or “X”) in the voting square after the word “YES” or after the word “NO”. All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear or deface this ballot, return it to the City Clerk of the City of Beaumont and obtain another.

PROPOSITION A: Shall City of Beaumont Community Facilities District No. 2019-1 (the “Community Facilities District”) incur an indebtedness and issue bonds for the Community Facilities District in the maximum principal amount of \$4,000,000, with interest at a rate or rates not to exceed the maximum interest rate permitted by law, to finance the Facilities and the Incidental Expenses described in Resolution No. 2019-1 of the City Council of the City of Beaumont?

YES _____

NO _____

PROPOSITION B: Shall a special tax with a rate and method of apportionment as provided in that Resolution entitled “Resolution of the City Council Establishing the City of Beaumont Community Facilities District No. 2019-1 Authorizing the Levy of Special Taxes and Calling an Election Therein” adopted by the City Council of the City of Beaumont for the Community Facilities District on March 5, 2019 be levied to pay for the Facilities, Incidental Expenses, Maintenance Services and Public Services and the principal of and interest on bonds issued to finance the Facilities and Incidental Expenses and the other purposes described in Resolution No. 2019-1?

YES _____

NO _____

PROPOSITION C: For each year commencing with Fiscal Year 2018-19, shall the appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, for the Community Facilities District be an amount equal to \$2,000,000?

YES _____

NO _____

EXHIBIT B

RATE AND METHOD OF APPORTIONMENT FOR COMMUNITY FACILITIES DISTRICT NO. 2019-1 (SUNDANCE) OF THE CITY OF BEAUMONT

The following sets forth the Rate and Method of Apportionment for the levy and collection of the Special Tax for Maintenance Services, Special Tax for Public Services and the Special Tax for Facilities in Community Facilities District No. 2019-1 (Sundance) ("CFD No. 2019-1") each Fiscal Year, in an amount determined by the City Council of the City of Beaumont through the application of the Rate and Method of Apportionment described below. All of the real property in CFD No. 2019-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

SECTION A DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map or instrument. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

"Act" means the Mello-Roos Communities Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2019-1: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 2019-1 or any designee thereof of complying with arbitrage rebate requirements; the costs to the City, CFD No. 2019-1 or any designee thereof of complying with City or obligated persons disclosure requirements associated with applicable federal and state securities laws and of the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs associated with the release of funds from an escrow account; the costs associated with the issuance of Bonds, and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2019-1 for any other administrative purposes, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure, or otherwise addressing the disposition of delinquent Special Taxes.

"Assessor's Parcel" means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel Number within the boundaries of CFD No. 2019-1.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assigned Special Tax" means the Special Tax of that name described in Section D below.

"Backup Special Tax for Facilities" means the Special Tax of that name described in Section E below.

"Bonds" means any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which Special Taxes for Facilities have been pledged.

"Boundary Map" means a recorded map of CFD No. 2019-1 which indicates the boundaries of CFD No. 2019-1.

"Building Permit" means a permit for new construction for a residential dwelling or non-residential structure. For purpose of this definition, "Building Permit" shall not include permits for construction or installation, retaining walls, utility improvements, or other such improvements not intended for human habitation.

"Building Square Footage" or "BSF" means the square footage of assessable internal living space, exclusive of garages or other structures not used as living space, as determined by reference to the building permit application for such Assessor's Parcel, as determined by the CFD Administrator.

"Calendar Year" means the period commencing January 1 of any year and ending the following December 31.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement for Facilities, the Special Tax Requirement for Maintenance Services, the Special Tax Requirement for Public Services, and providing for the levy and collection of the Special Taxes.

"CFD No. 2019-1" or "CFD" means City of Beaumont Community Facilities District No. 2019-1 (Sundance) established by the City under the Act.

"City" means the City of Beaumont.

"City Council" means the City Council of the City, acting as the legislative body of CFD No. 2019-1, or its designee.

"Consumer Price Index" means the index published monthly by the U.S. Department of Labor, Bureau of Labor Statistics for all urban consumers in the Los Angeles-Riverside-Orange County area.

"County" means the County of Riverside.

"Developed Property" means all Parcels of Taxable Property that are included in a Final Map that was recorded prior to January 1st preceding the Fiscal Year in which the Special Tax is being levied and for which a Building Permit for new construction has been issued on or prior to March 1st preceding the Fiscal Year in which the Special Tax is being levied, as determined by the CFD Administrator.

"Dwelling Unit" means each separate residential dwelling unit that comprises an independent facility capable of conveyance or rental separate from adjacent residential dwelling units.

"Exempt Property" means all Assessor's Parcels designated as being exempt from Special Taxes as provided for in Section J, as determined by the CFD Administrator.

"Final Map" means a subdivision of property evidenced by the recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or the recordation of a condominium plan pursuant to California Civil Code 4285 that creates individual lots for which building permits may be issued without further subdivision.

"Final Map Property" means Assessor's Parcels: (i) that are included in a Final Map that was recorded prior to the January 1 preceding the Fiscal Year in which the Special Tax is being levied, and (ii) for which a Building Permit was not issued prior to March 1 preceding the Fiscal Year in which the Special Tax is being levied, as determined by the CFD Administrator.

"Fiscal Year" means the period commencing on July 1 of any year and ending the following June 30.

"Indenture" means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time.

"Land Use Category" means any of the categories listed in the tables included in Section D.

"Lot" means an individual legal lot created by a Final Map for which a Building Permit could be issued.

"Maintenance Services" means the services permitted under the Act including, without limitation, street sweeping, traffic signal maintenance, the maintenance, landscaping and lighting of publicly owned parks, parkways, streets, roads and open spaces, flood and storm protection services, and the operation of storm drainage systems contained within the boundaries of CFD No. 2019-1 and the City.

"Maximum Special Tax" means the Maximum Special Tax for Facilities, the Maximum Special Tax for Maintenance Services, and the Maximum Special Tax for Public Services.

"Maximum Special Tax for Facilities" means the maximum Special Tax for Facilities, determined in accordance with Section C, which can be levied by CFD No. 2019-1 in any Fiscal Year on any Assessor's Parcel.

"Maximum Special Tax for Maintenance Services" means the maximum Special Tax for Maintenance Services, determined in accordance with Section C, which can be levied by CFD No. 2019-1 in any Fiscal Year on any Assessor's Parcel.

"Maximum Special Tax for Public Services" means the maximum Special Tax for Public Services, determined in accordance with Section C, which can be levied by CFD No. 2019-1 in any Fiscal Year on any Assessor's Parcel.

"Minimum Acreage" means the smallest allowable amount of taxable acreage. For CFD No. 2019-1, it shall not be less than 12.97 acres. The minimum acreage per Zone is as follows: (i) Zone 1 – 7.10 acres and (ii) Zone 2 – 5.87 acres.

"Non-Residential Property" means all Assessor's Parcels of Developed Property for which a building permit was issued for any type of non-residential use, as determined by the CFD Administrator.

"Operating Fund for Maintenance Services" means a fund that shall be maintained for CFD No. 2019-1 for any Fiscal Year to pay for the actual costs of providing the Maintenance Services and the Administrative Expenses attributable to providing such Maintenance Services.

"Operating Fund for Public Services" means a fund that shall be maintained for CFD No. 2019-1 for any Fiscal Year to pay for the actual costs of providing the Public Services and the Administrative Expenses attributable to providing such Public Services.

"Operating Fund Balance" means the amount of funds in the applicable Operating Fund at the end of the preceding Fiscal Year.

"Partial Prepayment Amount" means the amount required to prepay a portion of the Special Tax for the Facilities obligation for an Assessor's Parcel, as described in Section H.

"Prepayment Amount" means the amount required to prepay the Special Tax for the Facilities obligation in full for an Assessor's Parcel, as described in Section G.

"Property Owner Association" means a corporation formed by a real estate developer for the purpose of marketing, managing, and selling of homes and lots in a residential subdivision.

"Property Owner's Association Property" means all Assessor's Parcels which, as of July 1st of the Fiscal Year in which the Special Tax is being levied, have been conveyed, dedicated to, or irrevocably offered for dedication to a property owner association, including any master or sub-association.

"Proportionately" means for Taxable Property that is (i) Developed Property, that the ratio of the actual Special Tax levy to the Assigned Special Tax is the same for all Parcels of Developed Property, (ii) Final Map Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Final Map Property, and (iii) Undeveloped Property, Public Property and Property Owners' Association Property, that the ratio of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is the same for all Parcels of Undeveloped Property, Public Property and Property Owners' Association Property.

"Public Property" means all Assessor's Parcels which, as of July 1st of the Fiscal Year in which the Special Tax is being levied, are used for rights-of-way or any other purpose and is owned by, dedicated to, or irrevocably offered for dedication to the federal government, the State of California, the County, or any other local jurisdiction, provided, however, that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use.

"Public Services" means the services permitted under the Act including, without limitation, police and fire protection, ambulance and paramedic services provided within the boundaries of CFD No. 2019-1 and the City.

"Residential Floor Area" means all the square footage of living area within the perimeter of a residential dwelling unit, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The CFD Administrator shall determine the Residential Floor Area based upon the Building Permit issued for such residential dwelling unit.

"Residential Property" means all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units, as determined by the CFD Administrator.

"Special Tax(es)" means the Special Tax for Facilities, the Special Tax for Maintenance Services, and the Special Tax for Public Services.

"Special Tax for Facilities" means any of the Special Taxes authorized to be levied within CFD No. 2019-1 pursuant to the Act to fund the Special Tax Requirement for Facilities.

"Special Tax for Maintenance Services" means any of the Special Taxes authorized to be levied by CFD No. 2019-1 pursuant to the Act to fund the Special Tax Requirement for Maintenance Services. Under no circumstances shall this Special Tax be eligible for prepayment of any kind.

"Special Tax for Public Services" means any of the Special Taxes authorized to be levied by CFD No. 2019-1 pursuant to the Act to fund the Special Tax Requirement for Public Services. Under no circumstances shall this Special Tax be eligible for prepayment of any kind.

"Special Tax Requirement for Facilities" means the amount required in any Fiscal Year to pay: (i) the debt service or the periodic costs on all outstanding Bonds due in the Calendar Year that commences in such Fiscal Year, (ii) Administrative Expenses, (iii) the costs associated with the release of funds from an escrow account, (iv) any amount required to establish or replenish any reserve funds established in association with the Bonds, (v) the collection or accumulation of funds for the acquisition or construction of facilities authorized by CFD No. 2019-1 provided that the inclusion of such amount does not cause an increase in the levy of Special Tax for Facilities on Final Map Property or Undeveloped Property, less (vi) any amounts available to pay debt service or other periodic costs on the Bonds pursuant to any applicable bond Indenture, fiscal agent agreement, or trust agreement.

"Special Tax Requirement for Maintenance Services" means that amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2019-1 for Maintenance Services in both the current Fiscal Year and the next Fiscal Year. The costs to be covered shall be the (i) direct costs for Maintenance Services (ii) amount necessary to fund an operating reserve for the costs of Maintenance Services as determined by the Administrator, and (iii) Administrative Expenses, less (iv) a credit in an amount equal to the Operating Fund Balance. Under no circumstances shall the Special Tax Requirement for Maintenance Services include funds for bonds.

"Special Tax Requirement for Public Services" means the amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2019-1 for Public Services in both the current Fiscal Year and the next Fiscal Year. The costs to be covered shall be the (i) direct

costs for Public Services (ii) amount necessary to fund an operating reserve for the costs of Public Services as determined by the Administrator, and (iii) Administrative Expenses, less (iv) a credit in an amount equal to the Operating Fund Balance. Under no circumstances shall the Special Tax Requirement for Public Services include funds for bonds.

"Taxable Property" means all Assessor's Parcels within CFD No. 2019-1, which are not Exempt Property, as determined by the CFD Administrator.

"Trustee" means the firm that holds and administers assets on behalf of CFD No. 2019-1 under and pursuant to the Indenture.

"Undeveloped Property" means all Assessor's Parcels of Taxable Property which are not Developed Property or Final Map Property, as determined by the CFD Administrator.

"Zone(s)" means Zone 1 or 2 as geographically identified in Exhibit B attached herein.

"Zone 1" means the specific geographic area as depicted in Exhibit B attached herein.

"Zone 2" means the specific geographic area as depicted in Exhibit B attached herein.

**SECTION B
CLASSIFICATION OF ASSESSOR'S PARCELS**

Each Fiscal Year, beginning with Fiscal Year 2019-20, each Assessor's Parcel shall be classified as Taxable Property or Exempt Property. In addition, each Assessor's Parcel of Taxable Property shall be assigned to one of the two Zones based upon its geographic location and further classified as Developed Property, Final Map Property or Undeveloped Property. In addition, each Assessor's Parcel of Developed Property shall further be classified as Residential Property or Non-Residential Property. Lastly, Assessor's Parcels of Residential Property shall be further categorized into Land Use Categories based on the Residential Floor Area for such Assessor's Parcel.

**SECTION C
MAXIMUM SPECIAL TAXES**

1. Developed Property

- a. The Maximum Special Tax for Facilities for each Assessor's Parcel of Residential Property that is classified as Developed Property in any Fiscal Year shall be the amount determined by the greater of (i) the application of the Assigned Special Tax for Facilities in the tables included in Section D below or (ii) the application of the Backup Special Tax for Facilities. The Maximum Special Tax for Facilities for each Assessor's Parcel of Non-Residential Property that is classified as Developed Property in any Fiscal Year shall be the Assigned Special Tax in the tables included in Section D below.
- b. The Maximum Special Tax for Maintenance Services for each Assessor's Parcel of Residential Property that is classified as Developed Property in Fiscal Year 2019-20 shall be \$230 per unit for Assessor's Parcels located in Zone 1 and \$444 per unit for Assessor's Parcels located in Zone 2. The Maximum Special Tax for Maintenance Services for each

Assessor's Parcel of Non-Residential Property that is classified as Developed Property in Fiscal Year 2019-20 shall be \$3,118 per Acre for Assessor's Parcels located in Zone 1 and \$2,600 per Acre for Assessor's Parcels located in Zone 2.

On each July 1, commencing July 1, 2020, the Maximum Special Tax for Maintenance Services for the prior Fiscal Year shall be adjusted by the greater of (i) an amount equal to the percentage change increase in the Consumer Price Index for the Calendar Year ending in December of the prior Fiscal Year or (ii) two percent (2%).

- c. The Maximum Special Tax for Public Services for each Assessor's Parcel of Residential Property that is classified as Developed Property in Fiscal Year 2019-20 shall be \$462 per unit.

On each July 1, commencing July 1, 2020, the Maximum Special Tax for Public Services for the prior Fiscal Year shall be adjusted by the greater of (i) an amount equal to the percentage change increase in the Consumer Price Index for the Calendar Year ending in December of the prior Fiscal Year or (ii) five percent (5%).

2. Final Map Property

- a. The Maximum Special Tax for Facilities for each Assessor's Parcel classified as Final Map Property shall be the Assigned Special Tax for the Zone in which the Assessor's Parcel is located as set forth in Section D below.
- b. The Maximum Special Tax for Maintenance Services for each Assessor's Parcel of Residential Property that is classified as Final Map Property in Fiscal Year 2019-20 shall be \$3,118 per Acre for Assessor's Parcels located in Zone 1 and \$2,600 per Acre for Assessor's Parcels located in Zone 2.

On each July 1, commencing July 1, 2020, the Maximum Special Tax for Maintenance Services for the prior Fiscal Year shall be adjusted by the greater of (i) an amount equal to the percentage change increase in the Consumer Price Index for the Calendar Year ending in December of the prior Fiscal Year or (ii) two percent (2%).

- c. Final Map Property shall not be subject to the Maximum Special Tax for Public Services.

3. Undeveloped Property

- a. The Maximum Special Tax for Facilities for each Assessor's Parcel classified as Undeveloped Property shall be the Assigned Special Tax for the Zone in which the Assessor's Parcel is located as set forth in Section D below.
- b. Undeveloped Property shall not be subject to the Maximum Special Tax for Maintenance Services.
- c. Undeveloped Property shall not be subject to the Maximum Special Tax for Public Services.

**SECTION D
ASSIGNED SPECIAL TAX FOR FACILITIES**

1. Developed Property

Each Fiscal Year, beginning with Fiscal Year 2019-20, each Assessor’s Parcel of Developed Property shall be subject to an Assigned Special Tax. The Assigned Special Tax applicable to an Assessor’s Parcel of Developed Property for any Fiscal Year shall be determined pursuant to Table 1 and Table 2 below based upon the Zone in which the Assessor’s Parcel is located.

**TABLE 1
ASSIGNED SPECIAL TAX RATES FOR FACILITIES
FOR DEVELOPED PROPERTY WITHIN ZONE 1**

Land Use Category	Building Square Footage	Assigned Special Tax
Residential Property	< 1,800	\$1,270 per Dwelling Unit
Residential Property	1,800 – 2,000	\$1,360 per Dwelling Unit
Residential Property	>2,000	\$1,450 per Dwelling Unit
Non-Residential Property	N/A	\$18,601 per Acre

**TABLE 2
ASSIGNED SPECIAL TAX RATES FOR FACILITIES
FOR DEVELOPED PROPERTY WITHIN ZONE 2**

Land Use Category	Building Square Footage	Assigned Special Tax
Residential Property	< 2,000	\$1,310 per Dwelling Unit
Residential Property	2,000 – 2,249	\$1,375 per Dwelling Unit
Residential Property	2,250 – 2,500	\$1,440 per Dwelling Unit
Residential Property	>2,500	\$1,505 per Dwelling Unit
Non-Residential Property	N/A	\$8,277 per Acre

2. Final Map Property and Undeveloped Property

Each Fiscal Year, beginning with Fiscal Year 2019-20, each Assessor’s Parcel of Final Map Property and Undeveloped Property shall be subject to an Assigned Special Tax. The Assigned Special Tax applicable to an Assessor’s Parcel of Final Map Property and Undeveloped Property for any Fiscal Year shall be determined pursuant to the rate per Acre below for the Zone in which the Assessor’s Parcel is located:

1. Zone 1 rate per Acre - \$18,601
2. Zone 2 rate per Acre - \$8,277

**SECTION E
BACKUP ANNUAL SPECIAL TAX FOR FACILITIES**

When a Final Map is recorded, the CFD Administrator shall determine which Zone the Final Map area lies within and the Backup Special Tax for a Parcel classified or to be classified as Residential Property within such Final Map shall be determined by multiplying the Undeveloped Property Maximum Special Tax rate per Acre for the applicable Zone by the total Acreage of Taxable Property within such Final Map, excluding the Acreage associated with Non-Residential Property, Public Property and/or Property Owners' Association Property that is not Exempt Property pursuant to Section J and dividing such amount by the number of Parcels within such Final Map classified as either (i) Developed Property or (ii) Final Map Property for which a Building Permit is expected to be issued for Residential Property (i.e., the number of residential lots).

Notwithstanding the forgoing, if Parcels classified or to be classified as Residential Property are subsequently changed or modified by recordation of a lot line adjustment or similar instrument, then the Backup Special Tax shall be recalculated for the area that has been changed or modified using the methodology described in the preceding paragraph.

The Backup Special Tax shall not apply to Non-Residential Property, Public Property, or Property Owners' Association Property.

**SECTION F
METHOD OF APPORTIONMENT OF THE SPECIAL TAXES**

1. Commencing with Fiscal Year 2019-20 and for each subsequent Fiscal Year, the City Council shall levy Special Taxes for Facilities on all Taxable Property until the amount of Special Tax for Facilities equals the Special Tax Requirement for Facilities in accordance with the following steps:

Step One: The Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Assigned Special Tax for Facilities rates in the table included in Section D as needed to satisfy the Special Tax Requirement for Facilities.

Step Two: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first step has been completed, the Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Final Map Property, at up to 100% of the Assigned Special Tax for Facilities applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Facilities.

Step Three: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first two steps have been completed, the Annual Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property, excluding any Undeveloped Property exempt from the Special Tax pursuant to Section J, at up to 100% of the Assigned Special Tax for Facilities applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Facilities.

Step Four: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first three steps have been completed, then for each Assessor's Parcel of Developed Property whose Maximum Special Tax for Facilities is the Backup Special Tax for Facilities shall be increased Proportionately from the Assigned Special Tax for Facilities up to 100% of the Backup Special Tax for Facilities as needed to satisfy the Special Tax Requirement for Facilities.

Step Five: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first four steps have been completed, the Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Property Owner's Association Property and Public Property, found not to be exempt pursuant to Section J, at up to 100% of the Maximum Special Tax for Facilities applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Facilities.

2. Commencing with Fiscal Year 2019-20 and for each subsequent Fiscal Year, the City Council shall levy Special Taxes for Maintenance Services on all Taxable Property until the amount of Special Tax for Maintenance Services equals the Special Tax Requirement for Maintenance Services in accordance with the following steps:

Step One: The Special Tax for Maintenance Services shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax for Maintenance Services as needed to satisfy the Special Tax Requirement for Maintenance Services.

Step Two: If additional moneys are needed to satisfy the Special Tax Requirement for Maintenance Services after the first step has been completed, the Special Tax for Maintenance Services shall be levied Proportionately on each Assessor's Parcel of Final Map Property, at up to 100% of the Maximum Special Tax for Maintenance Services applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Maintenance Services.

3. Commencing with Fiscal Year 2019-20 and for each subsequent Fiscal Year, the City Council shall levy Special Taxes for Public Services on all Taxable Property until the amount of the Special Tax for Public Services equals the Special Tax Requirement for Public Services in accordance with the following steps:

Step One: The Special Tax for Public Services shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax for Public Services as needed to satisfy the Special Tax Requirement for Public Services.

Under no circumstances will the Special Tax for Facilities, the Special Tax for Maintenance Services, or the Special Tax for Public Services levied against any Assessor's Parcel used as a private residence be increased as a consequence of delinquency or default by the owner of any other Assessor's Parcel or Parcels within the CFD by more than ten percent (10%) of the Special Tax that would have been levied in that Fiscal Year, had there never been any such delinquencies or defaults, pursuant to California Government Code Section 53321(d), as in effect on the date of formation of CFD No. 2019-1.

SECTION G
PREPAYMENT OF SPECIAL TAX FOR FACILITIES

The following additional definitions apply to this Section G:

“CFD Public Facilities” means \$2,000,000, or such lesser amount as determined by the CFD Administrator, expressed in 2018 dollars, which shall increase by the Construction Inflation Index on January 1, 2020, and on each January 1 thereafter, or such lower amount (i) shall be determined by the City as sufficient to provide the public facilities under the authorized bonding program for CFD No. 2019-1, or (ii) determined by the City Council concurrently with a covenant that it will not issue any more Bonds to be supported by Special Taxes levied under this Rate and Method of Apportionment.

“Construction Fund” means an account specifically identified in the Indenture or functionally equivalent to hold funds, which are currently available for expenditure to acquire or construct public facilities eligible under CFD No. 2019-1.

“Construction Inflation Index” means the annual percentage change in the Engineering News-Record Building Cost Index for the city of Los Angeles, measured as of the Calendar Year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the City that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

“Future Facilities Costs” means the CFD Public Facilities minus public facility costs available to be funded through existing construction or escrow accounts that have been funded by the Outstanding Bonds, and minus public facility costs funded by interest earnings on the Construction Fund actually earned prior to the date of prepayment.

“Outstanding Bonds” means all previously issued Bonds issued and secured by the levy of Special Taxes for Facilities which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of Special Taxes for Facilities.

The Special Tax for Facilities obligation of an Assessor's Parcel of Developed Property, an Assessor's Parcel of Final Map Property or Undeveloped Property for which a building permit has been issued or an Assessor's Parcel of Undeveloped Property that is classified as Undeveloped Property pursuant to Section J may be prepaid in full, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax for Facilities obligation would be prepaid. The Prepayment Amount for an Assessor's Parcel eligible for prepayment shall be determined as described below.

An owner of an Assessor's Parcel intending to prepay the Special Tax for Facilities obligation shall provide the City with written notice of intent to prepay, and within 5 days of receipt of such notice, the City shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by CFD No. 2019-1 in calculating the proper amount of a prepayment. Within 15 days of receipt of such non-refundable deposit, the City shall notify such owner of the prepayment amount of such Assessor's Parcel.

The Prepayment Amount for each applicable Assessor's Parcel shall be calculated according to the following formula (capitalized terms defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance
plus	Administrative Fee
less	<u>Reserve Fund Credit</u>
equals	Prepayment Amount

As of the date of prepayment, the Prepayment Amount shall be calculated as follows:

2. For Assessor's Parcels of Developed Property, compute the Assigned Special Tax for Facilities and the Backup Special Tax for Facilities applicable to the Assessor's Parcel. For Assessor's Parcels of Final Map Property or Undeveloped Property, excluding any Undeveloped Property pursuant to Section J, compute the Assigned Special Tax for Facilities and the Backup Special Tax for Facilities as though it was already designated as Developed Property based upon the building permit issued or to be issued for that Assessor's Parcel. For an Assessor's Parcel classified as Undeveloped Property pursuant to Section J, compute the Assigned Special Tax for Facilities for that Assessor's Parcel.
3. For each Assessor's Parcel of Developed Property, Final Map Property or Undeveloped Property to be prepaid, (a) divide the Assigned Special Tax for Facilities computed pursuant to paragraph 1 for such Assessor's Parcel by the sum of the estimated Assigned Special Tax for Facilities applicable to all Assessor's Parcels of Taxable Property at buildout, as reasonably determined by the CFD Administrator, and (b) divide the Backup Special Tax for Facilities computed pursuant to paragraph 1 for such Assessor's Parcel by the sum of the estimated Backup Special Tax for Facilities applicable to all Assessor's Parcels of Taxable Property at buildout, as reasonably determined by the CFD Administrator.
4. Multiply the larger quotient computed pursuant to paragraph 2(a) or 2(b) by the Outstanding Bonds. The product shall be the "Bond Redemption Amount".
5. Multiply the Bond Redemption Amount by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed with the proceeds of the Bond Redemption Amount. This product is the "Redemption Premium."
6. Compute the Future Facilities Cost.
6. Multiply the larger quotient computed pursuant to paragraph 2(a) or 2(b) by the amount determined pursuant to paragraph 5 to determine the Future Facilities Cost to be prepaid (the "Future Facilities Amount").
7. Compute the amount needed to pay interest on the Bond Redemption Amount, the Redemption Premium, and the Reserve Fund Credit (see step 11) to be redeemed with the proceeds of the Prepayment Amount until the earliest redemption date for

the Outstanding Bonds.

8. Estimate the amount of interest earnings to be derived from the reinvestment of the Bond Redemption Amount plus the Redemption Premium until the earliest call date for the Outstanding Bonds.
9. Subtract the amount computed pursuant to paragraph 8 from the amount computed pursuant to paragraph 7. This difference is the "Defeasance."
10. Estimate the administrative fees and expenses associated with the prepayment, including the costs of computation of the Prepayment Amount, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption. This amount is the "Administrative Fee."
11. Calculate the "Reserve Fund Credit" as the lesser of: (a) the expected reduction in the applicable reserve requirements, if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirements in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the applicable reserve funds on the prepayment date. Notwithstanding the foregoing, if the reserve fund requirement is satisfied by a surety bond or other instrument at the time of the prepayment, then no Reserve Fund Credit shall be given. Notwithstanding the foregoing, the Reserve Fund Credit shall in no event be less than 0.
12. The Prepayment Amount is equal to the sum of the Bond Redemption Amount, the Redemption Premium, the Future Facilities Amount, the Defeasance, and the Administrative Fee, less the Reserve Fund Credit.

With respect to a Special Tax for Facilities obligation that is prepaid pursuant to this Section H, the City Council shall indicate in the records of CFD No. 2019-1 that there has been a prepayment of the Special Tax for Facilities obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such prepayment to indicate the prepayment of the Special Tax for Facilities obligation and the release of the Special Tax for Facilities lien on such Assessor's Parcel and the obligation of such Assessor's Parcel to pay such Special Taxes for Facilities shall cease.

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Special Tax for Facilities that may be levied on Taxable Property in each future Fiscal Year, net of Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

SECTION H PARTIAL PREPAYMENT OF SPECIAL TAX FOR FACILITIES

The Special Tax for Facilities obligation of an Assessor's Parcel of Developed Property, or an Assessor's Parcel of Final Map Property or Undeveloped Property for which a building permit has been issued and will be classified as Developed Property in the next Fiscal Year, as calculated in this

Section H below, may be partially prepaid, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax for Facilities obligation would be prepaid.

The Partial Prepayment Amount shall be calculated according to the following formula:

$$PP = P_G \times F$$

The terms above have the following meanings:

PP = the Partial Prepayment Amount.

P_G = the Prepayment Amount calculated according to Section G.

F = the percent by which the owner of the Assessor's Parcel is partially prepaying the Special Tax for Facilities obligation.

With respect to any Assessor's Parcel that is partially prepaid, the City Council shall indicate in the record of CFD No. 2019-1 that there has been a partial prepayment of the Special Tax for Facilities obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such partial prepayment of the Special Tax for Facilities obligation, to indicate the partial prepayment of the Special Tax for Facilities obligation and the partial release of the Special Tax for Facilities lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such prepaid portion of the Special Tax for Facilities shall cease.

Notwithstanding the foregoing, no partial prepayment will be allowed unless the amount of Special Tax for Facilities that may be levied on Taxable Property in each future Fiscal Year after such partial prepayment, net of Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

SECTION I TERMINATION OF SPECIAL TAX

For each Fiscal Year that any Bonds are outstanding the Special Tax for Facilities shall be levied on all Assessor's Parcels subject to the Special Tax for Facilities. If any delinquent Special Tax for Facilities remain uncollected prior to or after all Bonds are retired, the Special Tax for Facilities may be levied to the extent necessary to reimburse CFD No. 2019-1 for uncollected Special Taxes for Facilities associated with the levy of such Special Taxes for Facilities, but no later than 2055-56 Fiscal Year. The Special Tax for Maintenance Services and the Special Tax for Public Services shall be levied as long as each is needed to meet the Special Tax Requirement for Maintenance Services and the Special Tax Requirement for Public Services, as determined at the sole discretion of the City Council.

SECTION J EXEMPTIONS

The City shall classify as Exempt Property (i) Assessor's Parcels defined as Public Property, (ii) Assessor's Parcels which are used as places of worship and are exempt from *ad valorem* property taxes because they are owned by a religious organization, (iii) Assessor's Parcels used exclusively by a Property Owner's Association, or (iv) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, provided that no

such classification would reduce the sum of the Taxable Property to less than the Minimum Acreage per Zone. Notwithstanding the above, the City Council shall not classify an Assessor's Parcel as Exempt Property if such classification would reduce the sum of the Taxable Property to less than the Minimum Acreage per Zone. Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the Acreage of the Taxable Property to less than the Minimum Acreage per Zone will continue to be classified as Taxable Property, and will continue to be subject to Special Taxes accordingly.

Tax-exempt status will be assigned by the CFD Administrator in chronological order. If an Assessor's Parcel's classification is changed after the initial status is assigned, then its tax-exempt status will be revoked.

SECTION K APPEALS

Any taxpayer may file a written appeal of the Special Taxes on his/her Assessor's Parcel(s) with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall take any of the following actions, in order of priority, in order to correct the error:

- (i) amend the Special Tax levy for the current Fiscal Year prior to the payment date;
- (ii) require the CFD to reimburse the taxpayer the amount of the overpayment to the extent of the available funds of CFD No. 2019-1; or
- (iii) grant a credit against, eliminate or reduce the future Special Taxes levied on the taxpayer's property within CFD No. 2019-1 in the amount of the overpayment provided that the CFD Administrator can certify there are sufficient Special Taxes to pay for the Special Tax Requirements for Facilities.

SECTION L MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes, provided, however, that CFD No. 2019-1 may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations.

SECTION M INTERPRETATIONS

The City Council may interpret this Rate and Method of Apportionment of Special Tax by ordinance or resolution for purposes of clarifying any vagueness or ambiguity. Any decision of the City Council shall be final and binding as to all persons.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BEAUMONT, ACTING AS THE LEGISLATIVE BODY OF CITY OF
BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 2019-1,
DETERMINING THE NECESSITY TO INCUR BONDED
INDEBTEDNESS WITHIN THE COMMUNITY FACILITIES
DISTRICT AND CALLING ELECTIONS THEREIN**

Intent of the Parties and Findings

(i) On January 15, 2019, the City Council (the “City Council”) of the City of Beaumont, California (the “City”) adopted Resolution No. 2019-1 (the “Resolution of Intention”) stating its intention to form City of Beaumont Community Facilities District No. 2019-1 (the “Community Facilities District”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”); and

(ii) On January 15, 2019, the City Council also adopted Resolution No. 2019-2 stating its intention to incur bonded indebtedness within the proposed Community Facilities District in an amount not to exceed \$4,000,000 to finance: (1) the purchase, construction, expansion, improvement or rehabilitation of public improvements identified in Exhibit B to the Resolution of Intention, including all furnishings, equipment and supplies related thereto and certain development impact fees that are to be used by the City to construct infrastructure (collectively, the “Facilities”) and (2) the incidental expenses to be incurred in financing the Facilities and forming and administering the Community Facilities District (the “Incidental Expenses”); and

(iii) Notice was published as required by law relative to the intention of the City Council to form the proposed Community Facilities District and to incur bonded indebtedness for the Community Facilities District; and

(iv) On February 19, 2019, the City Council continued the duly noticed public hearing until March 5, 2019 to determine whether the City Council should proceed to form the Community Facilities District, issue bonds to pay for the Facilities and Incidental Expenses and to authorize a rate and method of apportionment of a special tax for the Community Facilities District to be levied within the Community Facilities District for the purposes described in the Resolution of Intention; and

(v) At said public hearing all persons desiring to be heard on all matters pertaining to the formation of the Community Facilities District, the levy of a special tax and the issuance of bonds to pay for the cost of the proposed Facilities and Incidental Expenses were heard and a full and fair hearing was held; and

(vi) Subsequent to such hearing the City Council adopted a resolution establishing the Community Facilities District (the “Resolution of Formation”); and

(vii) The City Council desires to make the necessary findings to incur bonded indebtedness for the Community Facilities District, to declare the purpose for said indebtedness, and to authorize the submittal of certain propositions to the voters of the Community Facilities District,

being the owners of land within the Community Facilities District, all as authorized and required by law;

NOW, THEREFORE, the City Council of the City of Beaumont, California, acting for and on behalf of the City and the Community Facilities District, does resolve, declare, determine and order as follows:

SECTION 1. It is necessary to incur bonded indebtedness of the Community Facilities District in a maximum aggregate principal amount not to exceed \$4,000,000.

SECTION 2. The indebtedness is to be incurred for the purpose of financing the costs of purchasing, constructing, modifying, expanding, improving, or rehabilitating the Facilities, as described in the Resolution of Intention and the Resolution of Formation, financing the Incidental Expenses, and carrying out the powers and purposes of the Community Facilities District, including, but not limited to, financing the costs of selling the bonds, establishing and replenishing bond reserve funds and paying remarketing, credit enhancement and liquidity facility fees (including such fees for instruments which serve as the basis of a reserve fund in lieu of cash), administrative expenses and other expenses of the type authorized by Section 53345.3 of the Act.

SECTION 3. The whole of the property within the Community Facilities District, other than property exempted from the special tax pursuant to the provisions of the rate and method of apportionment attached to the Resolution of Formation as Exhibit C, shall pay for the bonded indebtedness of the Community Facilities District pursuant to the levy of the special tax in the Community Facilities District authorized by the Resolution of Formation.

SECTION 4. The maximum term of the bonds to be issued shall in no event exceed forty (40) years.

SECTION 5. The bonds shall bear interest at the rate or rates not to exceed the maximum interest rate permitted by law, payable annually or semiannually, or in part annually and in part semiannually, except the first interest payment may be for a period of less than six months, with the actual rate or rates and times of payment to be determined at the time or times of sale thereof.

SECTION 6. The bonds may bear a variable or fixed interest rate, provided that such variable rate or the fixed rate shall not exceed the maximum rate permitted by Section 53531 of the California Government Code, or any other applicable provision of law limiting the maximum interest rate on the bonds.

SECTION 7. Pursuant to Section 53351 of the Act, a special election is hereby called for the Community Facilities District on the proposition of incurring the bonded indebtedness for the Community Facilities District. The proposition relative to incurring bonded indebtedness for the Community Facilities District shall be in the form set forth in Exhibit A to the Resolution of Formation. The election in the Community Facilities District on the proposition of incurring bonded indebtedness shall be consolidated with the elections and on the propositions to levy a special tax and to establish an appropriations limit for the Community Facilities District, which propositions shall be in the form set forth in Exhibit A to the Resolution of Formation.

SECTION 8. The date of the consolidated special elections for the Community Facilities District shall be March 5, 2019, or such later date as is consented to by the City Clerk of the City of

Beaumont (the “City Clerk”) and the owners of land within the Community Facilities District. The elections shall be conducted by the City Clerk. Except as otherwise provided by the Act, the elections shall be conducted in accordance with the provisions of law regulating elections of the City insofar as such provisions are determined by the City Clerk to be applicable. The City Clerk is authorized to conduct the elections following the adoption of the Resolution of Formation and this resolution; and all ballots shall be received by, and the City Clerk shall close the elections by, 10:00 p.m. on the election day; provided the elections shall be closed at such earlier time as all qualified electors have voted as provided in Section 53326(d) of the Act. It is hereby found that there are no registered voters within the territory of the Community Facilities District and, pursuant to Section 53351(j) of the Act, the ballots for the special elections shall be returned in person or by mail by the landowners of record within the Community Facilities District as of the close of the March 5, 2019 hearing regarding the formation of the Community Facilities District. Each landowner shall have one vote for each acre or portion thereof that he, she or it owns within the Community Facilities District, as provided in Section 53326 of the Act.

SECTION 9. This Resolution shall be effective upon its adoption.

PASSED, APPROVED and ADOPTED this 5th day of March, 2019.

Julio Martinez, Mayor

I, Steven Mehlman, City Clerk of the City of Beaumont, do hereby certify that the foregoing Resolution was passed and adopted at a regular meeting of the City Council of the City of Beaumont held on the 5th day of March, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

ATTEST:

Steven Mehlman, City Clerk

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL, ACTING IN ITS
CAPACITY AS THE LEGISLATIVE BODY OF CITY OF
BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 2019-1,
CERTIFYING THE RESULTS OF THE MARCH 5, 2019 SPECIAL
TAX AND BOND ELECTIONS**

Intent of the Parties and Findings

(i) The City Council (the “City Council”) of the City of Beaumont, California (the “City”), acting as the legislative body of City of Beaumont Community Facilities District No. 2019-1 (the “Community Facilities District”), called and duly held elections on March 5, 2019 within the boundaries of the Community Facilities District pursuant to Resolution No. _____ for the purpose of presenting to the qualified electors within the Community Facilities District the propositions which are attached hereto as Exhibit A; and

(ii) There has been presented to the City Council a certificate of the City Clerk canvassing the results of the elections, a copy of which is attached hereto as Exhibit B;

NOW, THEREFORE, the City Council of the City of Beaumont, California, acting for and on behalf of the City and the Community Facilities District, does resolve, declare, determine and order as follows:

SECTION 1. Each of the above recitals is true and correct and is adopted by the legislative body of the Community Facilities District.

SECTION 2. Propositions A, B and C presented to the qualified electors of the Community Facilities District on March 5, 2019 were approved by more than two-thirds of the votes cast at the election held for the Community Facilities District, and each of Propositions A, B and C for the Community Facilities District has carried. The City Council is hereby authorized to levy on the land within the Community Facilities District the special tax described in Proposition B for the purposes described therein and to take the necessary steps to levy the special tax authorized by Proposition B and to issue bonds in an amount not to exceed \$4,000,000 as specified in Proposition A.

SECTION 3. The City Clerk is hereby directed to record in the Office of the County Recorder within fifteen days of the date hereof a notice of special tax lien for the Community Facilities District which Bond Counsel to the Community Facilities District shall prepare in the form required by Streets and Highways Code Section 3114.5.

PASSED, APPROVED and ADOPTED this 5th day of March, 2019.

Julio Martinez, Mayor

I, Steven Mehlman, City Clerk of the City of Beaumont, do hereby certify that the foregoing Resolution was passed and adopted at a regular meeting of the City Council of the City of Beaumont held on the 5th day of March, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

ATTEST:

Steven Mehlman, City Clerk

EXHIBIT A
SAMPLE BALLOT

CITY OF BEAUMONT
COMMUNITY FACILITIES DISTRICT NO. 2019-1
SPECIAL TAX AND SPECIAL BOND ELECTION

March 5, 2019

This ballot represents ___ votes.

To vote, write or stamp a cross (“+” or “X”) in the voting square after the word “YES” or after the word “NO”. All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear or deface this ballot, return it to the City Clerk of the City of Beaumont and obtain another.

PROPOSITION A: Shall City of Beaumont Community Facilities District No. 2019-1 (the “Community Facilities District”) incur an indebtedness and issue bonds for the Community Facilities District in the maximum principal amount of \$4,000,000, with interest at a rate or rates not to exceed the maximum interest rate permitted by law, to finance the Facilities and the Incidental Expenses described in Resolution No. 2019-1 of the City Council of the City of Beaumont?

YES _____

NO _____

PROPOSITION B: Shall a special tax with a rate and method of apportionment as provided in that Resolution entitled “Resolution of the City Council Establishing the City of Beaumont Community Facilities District No. 2019-1 Authorizing the Levy of Special Taxes and Calling an Election Therein” adopted by the City Council of the City of Beaumont for the Community Facilities District on March 5, 2019 be levied to pay for the Facilities, Incidental Expenses, Maintenance Services and Public Services and the principal of and interest on bonds issued to finance the Facilities and Incidental Expenses and the other purposes described in Resolution No. 2019-1?

YES _____

NO _____

PROPOSITION C: For each year commencing with Fiscal Year 2018-19, shall the appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, for the Community Facilities District be an amount equal to \$2,000,000?

YES _____

NO _____

EXHIBIT B

**CERTIFICATE OF THE CITY CLERK
AS TO THE RESULTS OF THE CANVASS OF THE ELECTION RETURNS**

I, Steven Mehlman, City Clerk of the City of Beaumont, do hereby certify that I have examined the returns of the Special Tax and Bond Election for City of Beaumont Community Facilities District No. 2019-1 (the "Community Facilities District"). The election was held in the chambers of the City Council at 550 East 6th Street, Beaumont, California, on March 5, 2019. I caused to be delivered a ballot to the authorized representative of each qualified elector within each the Community Facilities District. One (1) ballot was returned.

I further certify that the results of said elections and the number of votes cast for and against Propositions A, B and C for the Community Facilities District are as follows:

COMMUNITY FACILITIES DISTRICT

<u>PROPOSITION A</u>	<u>PROPOSITION B</u>	<u>PROPOSITION C</u>
YES:	YES:	YES:
NO:	NO:	NO:
TOTAL:	TOTAL:	TOTAL:

Dated this 5th day of March, 2019.

Steven Mehlman, City Clerk
City of Beaumont

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 2019-1, AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN THE COMMUNITY FACILITIES DISTRICT

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

Section 1. Findings.

A. On January 15, 2019, the City Council (the "City Council") of the City of Beaumont (the "City") adopted Resolution No. 2019-1 declaring its intention to form City of Beaumont Community Facilities District No. 2019-1 (the "Community Facilities District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, comprising Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Act"), and adopted Resolution No. 2019-2 declaring its intention to incur bonded indebtedness of the Community Facilities District; and

B. On February 19, 2019, after providing all notice required by the Act, the City Council held a public hearing required by the Act relative to the formation of the Community Facilities District, the proposed levy of special taxes within the Community Facilities District to finance certain public improvements and services described in Resolution No. 2019-1 and to secure the payment of any bonded indebtedness of the Community Facilities District in an amount not to exceed \$4,000,000; and

C. Such public hearing was continued to March 5, 2019; and

D. At the public hearing, all persons desiring to be heard on all matters pertaining to the formation of the Community Facilities District, the proposed levy of the special tax within the Community Facilities District to finance the public facilities, incidental expenses and services described in Resolution No. 2019-1 and the proposed issuance of bonded indebtedness of the Community Facilities District were heard and a full and fair hearing was held; and

E. On March 5, 2019, following the close of the public hearing, the City Council adopted a resolution establishing the Community Facilities District (the "Resolution of Formation") and a resolution determining the necessity to incur bonded indebtedness of the Community Facilities District (the "Resolution to Incur Bonded Indebtedness") each of which called a consolidated special election on March 5, 2019 within the Community Facilities District on three propositions relating to the levying of special taxes, the incurring of bonded indebtedness and the establishment of an appropriations limit for the Community Facilities District; and

F. On March 5, 2019, a special election was held within the Community Facilities District at which the qualified electors approved by more than a two thirds vote Propositions A, B and C authorizing the levy of a special tax within the Community Facilities District for the purposes described in the Resolution of Intention and Resolution of Formation and

the issuance of bonded indebtedness for the Community Facilities District as described in the Resolution to Incur Bonded Indebtedness.

Section 2. Ordinance: Authorizing the Levy of a Special Tax within the Community Facilities District.

A. The above recitals are all true and correct.

B. By the passage of this Ordinance, the City Council authorizes the levy of the special taxes within the Community Facilities District at the maximum rates and in accordance with the rates and methods of apportionment set forth in Exhibit C to Resolution No. 2019-1, which rate and method of apportionment for the Community Facilities District is incorporated by reference herein (the "Rate and Method").

C. The Finance Director of the City is hereby further authorized and directed each fiscal year, on or before August 10 of each year, or such later date as is permitted by law, to determine the specific special tax rates and amounts to be levied for the next ensuing fiscal year for each parcel of real property within the specific special tax rate and amount to be levied on each parcel of land in the Community Facilities District pursuant to the Rate and Method. The special tax rate to be levied pursuant to the Rate and Method shall not exceed the applicable maximum rates set forth therein, but the special taxes may be levied at a lower rate.

D. Properties or entities of the state, federal or other local governments shall be exempt from the special taxes, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act and the Rate and Method. No other properties or entities are exempt from the special taxes unless the properties or entities are expressly exempted in the Resolution of Formation, or in a resolution of consideration to levy a new special tax or special taxes or to alter the rate or method of an existing special tax as provided in Section 53334 of the Act.

E. All of the collections of the special taxes pursuant to the Rate and Method shall be used as provided for in the Act and the Resolution of Formation. The special taxes shall be levied within the Community Facilities District only so long as needed for the purposes described in the Resolution of Formation.

F. The special taxes levied pursuant to the Rate and Method shall be collected in the same manner as ordinary *ad valorem* property taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for *ad valorem* taxes (which such procedures include the exercise of all rights and remedies permitted by law to make corrections, including, but not limited to, the issuance of amended or supplemental tax bills), as such procedure may be modified by law or by this City Council from time to time.

G. As a cumulative remedy, if any amounts levied as a special tax for payment of the interest or principal of any bonded indebtedness of the Community Facilities District, together with any penalties and other charges accruing under this Ordinance, are not paid when due, the City Council may, not later than four years after the due date of the last installment of principal on the bonds issued by the Community Facilities District, order that the same be collected by an action brought in the superior court to foreclose the lien of such special tax.

H. The specific authorization for adoption of this Ordinance is pursuant to the provisions of Section 53340 of the Act.

I. The City Clerk is hereby authorized to transmit a certified copy of this ordinance to the Riverside County Assessor and Treasurer Tax Collector, and to perform all other acts which are required by the Act, this Ordinance or by law in order to accomplish the purpose of this Ordinance.

Section 3. Severability. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof.

Section 4. Effective Date. This Ordinance shall become effective thirty (30) days from its adoption.

Section 5. Publication. The City Clerk shall certify to the adoption of this Ordinance and cause it, or a summary of it, to be published in a newspaper of general circulation printed and published within the City of Beaumont, pursuant to all legal requirements.

MOVED AND PASSED upon first reading this 5th day of March, 2019, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

MOVED, PASSED AND ADOPTED this ____ day of _____, 2019, upon second reading by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

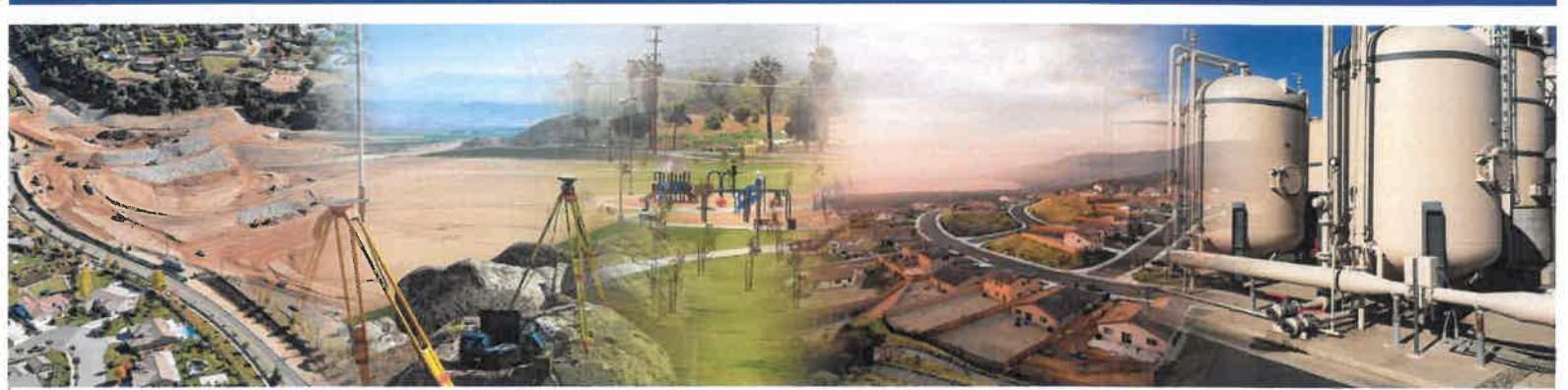
Julio Martinez, Mayor

ATTEST:

Steven Mehlman, City Clerk



Public Hearing Report



City of Beaumont Community Facilities District No. 2019-1 (Sundance)

Prepared for:



February 2019

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- Appendix B. Rate and Method of Apportionment
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1. Introduction

Background

On January 15, 2019, the City Council of the City of Beaumont adopted a Resolution of Intention to form Community Facilities District No. 2019-1 of the City of Beaumont, Resolution No. 2019-01 (the "Resolution of Intention") pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act").

The property within the boundaries of the City of Beaumont Community Facilities District No. 2019-1 (the "CFD No. 2019-1" or "District") is intended to be developed into 118 lots within two planning areas of the City of Beaumont. The proposed CFD will consist of two non-contiguous zones, the boundaries of which are separate planning areas. Planning Area 13 (Zone 1), also known as Tentative Tract No. 37426, will consist of 87 cluster units and Planning Area 54 (Zone 2), also known as Tentative Tract No. 37427, will consist of 31 single family residential homes. These planning areas are the final areas of the project known as the Sundance subdivision. Planning Area 13 (Zone 1) is located east of Cherry Avenue, north of 8th Street and west of Highland Springs Avenue. Planning Area 54 (Zone 2) is located east of Cherry Avenue, north of Cougar Way and South of Brookside Avenue.

A map showing the boundaries of CFD No. 2019-1 is included in Appendix A.

It is anticipated the special taxes levied by the District will provide funding for facilities, services, incidental expenses in connection with said facilities, and debt service on bonds.

Purpose of Public Hearing Report

This Public Hearing Report (the "Public Hearing Report") is submitted pursuant to Section 53321.5 of the Act, as well as the Resolution of Intention ordering said Public Hearing Report. The Act and the Resolution of Intention directs that said Public Hearing Report generally contain a description of the public facilities and services and an estimate of the costs of providing said public facilities and services.

For particulars, reference is made to the Resolution of Intention as previously approved and adopted.

2. Community Facilities District No. 2019-1

NOW, THEREFORE, the undersigned, authorized representative of WEBB MUNICIPAL FINANCE, LLC, the appointed responsible officer, or person directed to prepare the Public Hearing Report, does hereby submit the following data:

Description of the Public Facilities and Services

TYPES OF PUBLIC FACILITIES

The types of Facilities that are proposed by CFD No. 2019-1 and financed with the proceeds of special taxes and bonds issued by CFD No. 2019-1 consist of infrastructure needed for new development, including, but not limited to, roadway, bridge, sewer, domestic and reclaimed water, dry utilities, storm drain, curb and gutter, medians, traffic signals and any other facilities permitted pursuant to the Act, parks, trails, police facilities, fire facilities, library facilities, public community facilities, and appurtenances and appurtenant work, and development impact fees that are used by the City to construct infrastructure including design, engineering and planning costs associated therewith.

The Facilities are necessary for development of the property within the boundaries of CFD No. 2019-1.

The description of Facilities is general in nature. To the extent not already completed or under construction, the final nature and location of the Facilities will be determined upon preparation of final plans and specifications.

TYPES OF MAINTENANCE SERVICES

The types of Maintenance Services that are proposed to be provided by CFD No. 2019-1 and funded with the proceeds of special taxes levied by CFD No. 2019-1 consist of services permitted to be financed under the Mello-Roos Community Facilities Act of 1982 including, without limitation, street sweeping, traffic signal maintenance and the maintenance of City-owned parks, parkways and open spaces, lighting, flood and storm protection services and the operation of storm drainage systems. All of the Maintenance Services to be financed must be in addition to those provided within the boundaries of CFD No. 2019-1 before CFD No. 2019-1 is created, and shall not supplant services already available within that territory when CFD No. 2019-1 is created.

TYPES OF PUBLIC SERVICES

The types of Public Services that are proposed to be provided by CFD No. 2019-1 and funded with the proceeds of special taxes levied by CFD No. 2019-1 consist of services permitted to be financed under the Mello-Roos Community Facilities Act of 1982, as amended, including, without limitation, police and fire protection and ambulance and paramedic services. All of the Public Services to be financed must be in addition to those provided within the boundaries of CFD No. 2019-1 before CFD No. 2019-1 is created, and shall not supplant services already available within that territory when CFD No. 2019-1 is created.

Incidental Expenses

The Incidental Expenses to be paid from bond proceeds and/or special taxes include:

2. Community Facilities District No. 2019-1

All costs associated with the creation of CFD No. 2019-1, the issuance of the Obligations, the determination of the amount of special taxes to be levied, costs incurred in order to carry out the authorized purposes of CFD No. 2019-1, including legal fees, fees of consultants, engineering, planning, designing and the annual costs to administer CFD No. 2019-1 and any Obligations.

The description of the eligible public facilities, services and incidental expenses above are preliminary and general in nature. The final plans and specifications approved by the applicable public agency may show substitutes or modifications in order to accomplish the work or serve the new development and any such substitution or modification shall not constitute a change or modification in the proceedings relating to CFD No. 2019-1.

Based upon the preceding, it is my opinion that the facilities and services being funded are those that are necessary to meet certain increased demands placed upon the City, as a result of development and/or rehabilitation occurring within the boundaries of the District and the City.

DATED FEBRUARY 19, 2019

WEBB MUNICIPAL FINANCE, LLC



HEIDI SCHOEPPE
SPECIAL TAX CONSULTANT FOR
CITY OF BEAUMONT
RIVERSIDE COUNTY
STATE OF CALIFORNIA

Boundaries of the Community Facilities District

The boundaries of CFD No. 2019-1 are those properties and parcels where facilities and services are authorized to be provided and upon which special taxes may be levied in order to pay for the costs and expenses of said facilities and services. The boundary map of CFD No. 2019-1 is included in Appendix A.

Cost Estimate

Below is the estimated cost of facilities and services to be provided to the District.

1. The cost estimate of facilities, including incidental expenses, estimated to be financed through the issuance of CFD No. 2019-1 Bonds is estimated to be \$1,825,050 based upon current dollars (Fiscal Year 2018-19). However, actual costs may be financed to the extent of the proceeds of bonds and special taxes. The maximum aggregate amount of bonded indebtedness authorized by the District is \$4,000,000.

2. Community Facilities District No. 2019-1

2. For further particulars please see Table 2-1 on the following page for a summary of the cost estimate of facilities, including incidental expenses.
3. The cost estimate of services to be financed with a portion of the special taxes is summarized in Table 2-2 on the following page.
4. Pursuant to Section 53340 of the Act, the proceeds of any special tax levied and collected by CFD No. 2019-1 may be used only to pay for the cost of providing public facilities, services, and incidental expenses. As defined by the Act, incidental expenses include, but are not limited to, the annual costs associated with determination of the amount of special taxes, collection of special taxes, payment of special taxes, or costs otherwise incurred in order to carry out the authorized purposes of the Community Facilities District. The incidental expenses associated with the annual administration of CFD No. 2019-1 are estimated to be \$38,817 in the initial Fiscal Year. However, it is anticipated that the incidental expenses will vary due to inflation and other factors that may not be foreseen today, and the actual incidental expenses may exceed these amounts accordingly.

Rate and Method of Apportionment of Special Tax

1. The Resolution of Intention generally sets forth the rate and method of apportionment of the special tax to allow each landowner or resident within the District to estimate the annual amount of special tax that will be required.
2. For particulars as to the Rate and Method of Apportionment see Appendix B.
3. The special tax shall be collected in the same manner as ad valorem property taxes and shall be subject to the same penalties and interest, in any case of delinquency, as applicable for ad valorem taxes.

**Table 2-1
Cost Estimate - Facilities**

Description	Total
Par Amount	\$1,825,050
Project Funds Available	\$1,372,386
I. Eligible Facility Costs	
Street Improvements Cherry Ave.	\$954,607
Storm Drain along Cherry	\$1,353,209
Sewer along Cherry	\$4,118
Total Eligible Facility/Improvement Fees	\$2,311,934
II. Funded Eligible Facility/Improvement Fees⁽¹⁾	
Funded Eligible Facility/Improvement Fees	\$1,372,386
Incidental Financing Expenses	\$452,664
Total Funded Eligible Facilities	\$1,825,050
III. Unfunded Eligible Facility/Improvement Fees⁽¹⁾	
Unfunded Eligible Facility/Improvement Fees	\$939,548
Total Unfunded Eligible Facility/Improvement Fees	\$939,548

⁽¹⁾ Represents estimates based on current dollars and currently projected bond interest rates, and shall not limit the actual amount financed. Actual costs may be financed to the extent of bond proceeds and special taxes available.

**Table 2-2
Cost Estimate - Services**

Description	Zone 1	Zone 2
I. Maintenance Services		
Street Lights	\$740	\$1,110
Landscaping	\$0	\$2,616
Street Sweeping and Maintenance	\$4,575	\$3,278
Drainage	\$600	\$600
Parks Maintenance	\$8,263	\$2,944
Trails Maintenance	\$671	\$239
Graffiti Abatement	\$685	\$244
Reserve & Administration	\$4,393	\$2,707
Total Maintenance Services	\$19,927	\$13,738
II. Public Services		
Police and Fire Services	\$36,175	\$12,890
Administration	\$4,019	\$1,432
Total Public Services	\$40,194	\$14,322
Total Services	\$60,121	\$28,060

2. Community Facilities District No. 2019-1

It is my opinion that the special tax rates and method of apportionment, as set forth above, is fair and equitable, uniformly applied, and not discriminatory or arbitrary.

This Public Hearing Report has been prepared and consolidated by the Special Tax Consultant, Webb Municipal Finance, LLC, and is herewith submitted to the City Council of the City pursuant to the applicable provisions of the Act.

DATED FEBRUARY 19, 2019

WEBB MUNICIPAL FINANCE, LLC



HEIDI SCHOEPPE
SPECIAL TAX CONSULTANT FOR
CITY OF BEAUMONT
RIVERSIDE COUNTY
STATE OF CALIFORNIA

APPENDIX A

Boundary Map



BOUNDARY MAP

COMMUNITY FACILITIES DISTRICT NO. 2019-1 (SUNDANCE) CITY OF BEAUMONT COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2019-1 (SUNDANCE), CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF BEAUMONT, RIVERSIDE COUNTY AT A REGULAR MEETING THEREOF, HELD ON THE 15 DAY OF January, 2019, BY RESOLUTION NO. 2019-01

HEAN
CITY CLERK
CITY OF BEAUMONT

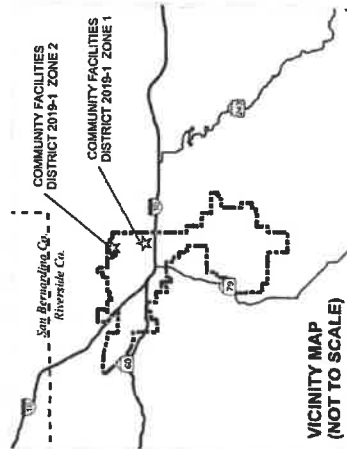
FILED IN THE OFFICE OF THE CITY CLERK, CITY OF BEAUMONT,
THIS 16 DAY OF January, 2019

HEAN
CITY CLERK
CITY OF BEAUMONT

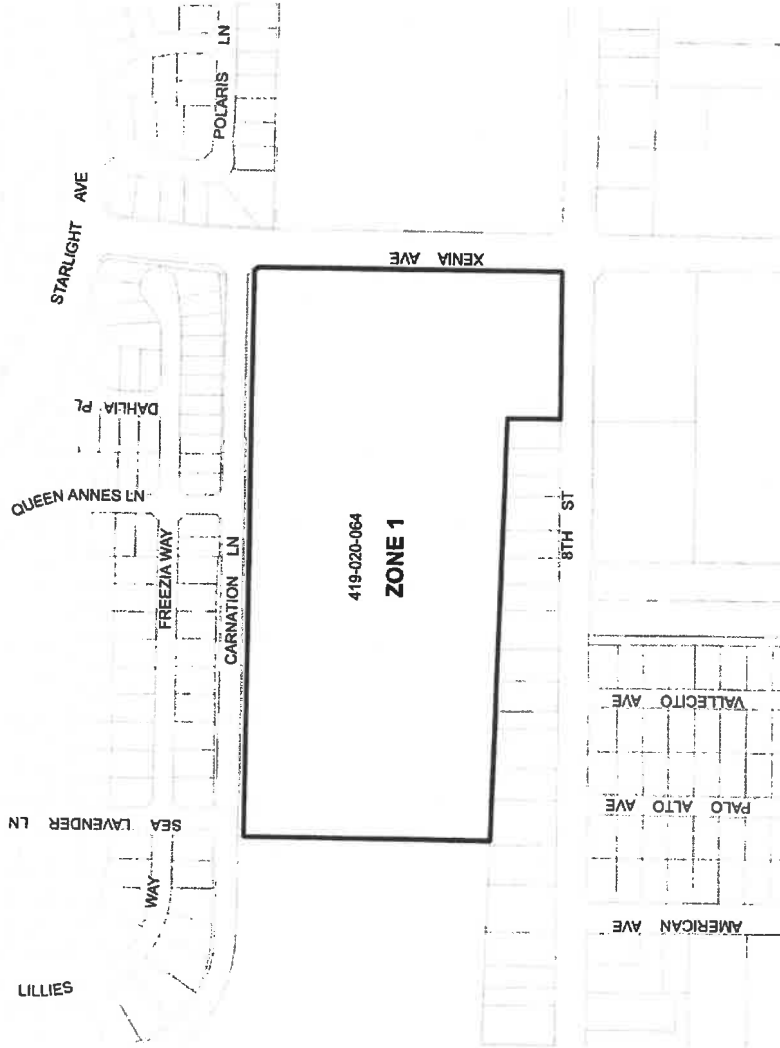
RECORDED THIS 01 DAY OF JANUARY, 2019
AT THE HOUR OF 12:44 O'CLOCK PM IN BOOK 82
PAGE 41 OF MAPS OF ASSESSMENT AND COMMUNITY
FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY
RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF
CALIFORNIA.

FEES: 118 NO.: 2019-00210574
PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER

BY: _____ DEPUTY

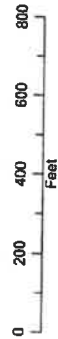
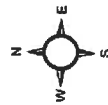


VICINITY MAP
(NOT TO SCALE)



LEGEND

- CFD BOUNDARY
- PARCELLINE
- BEAUMONT CITY BOUNDARY
- XXX-XXX-XXX ASSESSOR'S PARCEL NUMBER

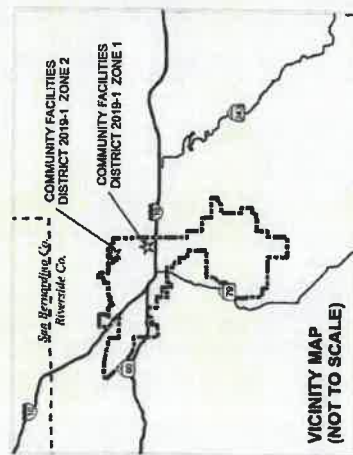
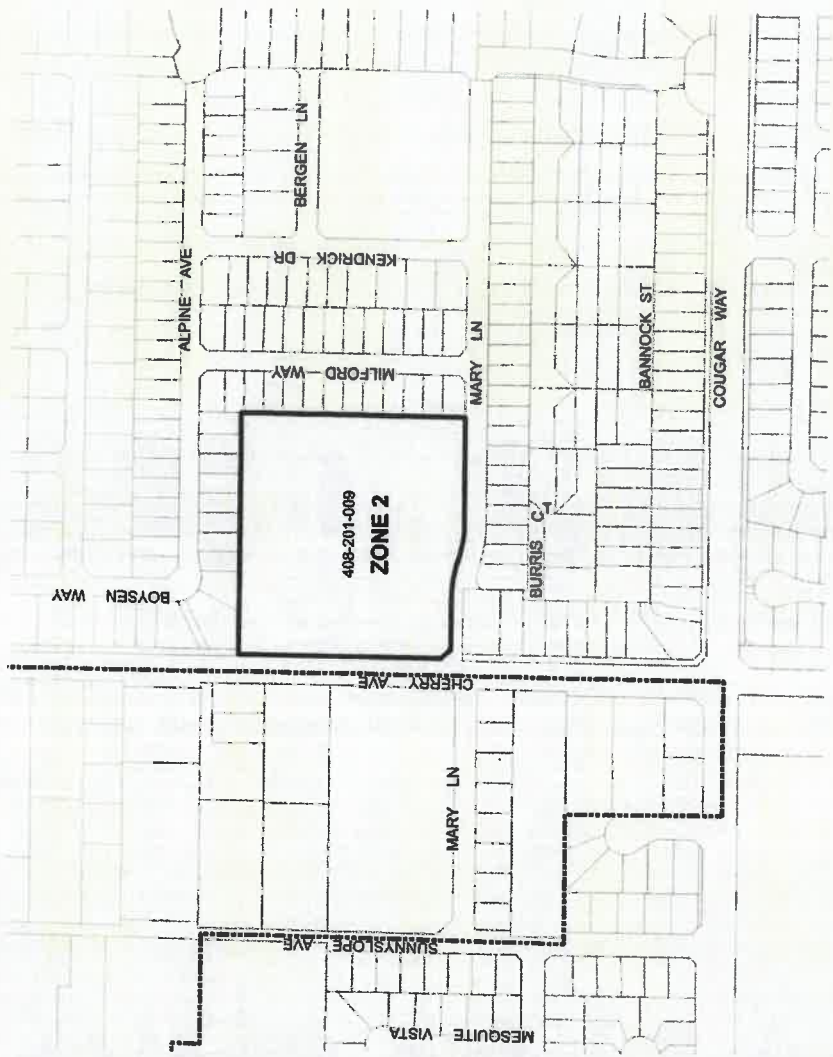


THIS BOUNDARY MAP CORRECTLY SHOWS THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. PARCEL NUMBERS ARE RIVERSIDE COUNTY ASSESSOR'S PARCEL NUMBERS. FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCELS REFER TO THE COUNTY ASSESSOR'S MAPS FOR FISCAL YEAR 2018-2019.

ALBERT A. WEBB
ASSOCIATES
INCORPORATED
ENGINEERS & CONSULTANTS

82/85
SHEET 2 OF 2

BOUNDARY MAP
COMMUNITY FACILITIES DISTRICT NO. 2019-1 (SUNDANCE)
CITY OF BEAUMONT
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ALBERT A. WEBB
 A S O C I A T E S
 ENGINEERING CONSULTANTS

THIS BOUNDARY MAP CORRECTLY SHOWS THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. PARCEL NUMBERS ARE RIVERSIDE COUNTY ASSESSOR'S PARCEL NUMBERS. FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCELS REFER TO THE COUNTY ASSESSOR'S MAPS FOR FISCAL YEAR 2018-2019.

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APPENDIX B

Rate and Method of Apportionment



**RATE AND METHOD OF APPORTIONMENT FOR
COMMUNITY FACILITIES DISTRICT NO. 2019-1 (SUNDANCE)
OF THE CITY OF BEAUMONT**

The following sets forth the Rate and Method of Apportionment for the levy and collection of the Special Tax for Maintenance Services, Special Tax for Public Services and the Special Tax for Facilities in Community Facilities District No. 2019-1 (Sundance) ("CFD No. 2019-1") each Fiscal Year, in an amount determined by the City Council of the City of Beaumont through the application of the Rate and Method of Apportionment described below. All of the real property in CFD No. 2019-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

**SECTION A
DEFINITIONS**

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map or instrument. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

"Act" means the Mello-Roos Communities Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2019-1: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 2019-1 or any designee thereof of complying with arbitrage rebate requirements; the costs to the City, CFD No. 2019-1 or any designee thereof of complying with City or obligated persons disclosure requirements associated with applicable federal and state securities laws and of the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs associated with the release of funds from an escrow account; the costs associated with the issuance of Bonds, and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2019-1 for any other administrative purposes, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure, or otherwise addressing the disposition of delinquent Special Taxes.

"Assessor's Parcel" means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel Number within the boundaries of CFD No. 2019-1.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assigned Special Tax" means the Special Tax of that name described in Section D below.

"Backup Special Tax for Facilities" means the Special Tax of that name described in Section E below.

"Bonds" means any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which Special Taxes for Facilities have been pledged.

"Boundary Map" means a recorded map of CFD No. 2019-1 which indicates the boundaries of CFD No. 2019-1.

"Building Permit" means a permit for new construction for a residential dwelling or non-residential structure. For purpose of this definition, "Building Permit" shall not include permits for construction or installation, retaining walls, utility improvements, or other such improvements not intended for human habitation.

"Building Square Footage" or "BSF" means the square footage of assessable internal living space, exclusive of garages or other structures not used as living space, as determined by reference to the building permit application for such Assessor's Parcel, as determined by the CFD Administrator.

"Calendar Year" means the period commencing January 1 of any year and ending the following December 31.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement for Facilities, the Special Tax Requirement for Maintenance Services, the Special Tax Requirement for Public Services, and providing for the levy and collection of the Special Taxes.

"CFD No. 2019-1" or "CFD" means City of Beaumont Community Facilities District No. 2019-1 (Sundance) established by the City under the Act.

"City" means the City of Beaumont.

"City Council" means the City Council of the City, acting as the legislative body of CFD No. 2019-1, or its designee.

"Consumer Price Index" means the index published monthly by the U.S. Department of Labor, Bureau of Labor Statistics for all urban consumers in the Los Angeles-Riverside-Orange County area.

"County" means the County of Riverside.

"Developed Property" means all Parcels of Taxable Property that are included in a Final Map that was recorded prior to January 1st preceding the Fiscal Year in which the Special Tax is being levied and for which a Building Permit for new construction has been issued on or prior to March 1st preceding the Fiscal Year in which the Special Tax is being levied, as determined by the CFD Administrator.

"Dwelling Unit" means each separate residential dwelling unit that comprises an independent facility capable of conveyance or rental separate from adjacent residential dwelling units.

"Exempt Property" means all Assessor's Parcels designated as being exempt from Special Taxes as provided for in Section J, as determined by the CFD Administrator.

"Final Map" means a subdivision of property evidenced by the recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or the recordation of a condominium plan pursuant to California Civil Code 4285 that creates individual lots for which building permits may be issued without further subdivision.

"Final Map Property" means Assessor's Parcels: (i) that are included in a Final Map that was recorded prior to the January 1 preceding the Fiscal Year in which the Special Tax is being levied, and (ii) for which a Building Permit was not issued prior to March 1 preceding the Fiscal Year in which the Special Tax is being levied, as determined by the CFD Administrator.

"Fiscal Year" means the period commencing on July 1 of any year and ending the following June 30.

"Indenture" means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time.

"Land Use Category" means any of the categories listed in the tables included in Section D.

"Lot" means an individual legal lot created by a Final Map for which a Building Permit could be issued.

"Maintenance Services" means the services permitted under the Act including, without limitation, street sweeping, traffic signal maintenance, the maintenance, landscaping and lighting of publicly owned parks, parkways, streets, roads and open spaces, flood and storm protection services, and the operation of storm drainage systems contained within the boundaries of CFD No. 2019-1 and the City.

"Maximum Special Tax" means the Maximum Special Tax for Facilities, the Maximum Special Tax for Maintenance Services, and the Maximum Special Tax for Public Services.

"Maximum Special Tax for Facilities" means the maximum Special Tax for Facilities, determined in accordance with Section C, which can be levied by CFD No. 2019-1 in any Fiscal Year on any Assessor's Parcel.

"Maximum Special Tax for Maintenance Services" means the maximum Special Tax for Maintenance Services, determined in accordance with Section C, which can be levied by CFD No. 2019-1 in any Fiscal Year on any Assessor's Parcel.

"Maximum Special Tax for Public Services" means the maximum Special Tax for Public Services, determined in accordance with Section C, which can be levied by CFD No. 2019-1 in any Fiscal Year on any Assessor's Parcel.

"Minimum Acreage" means the smallest allowable amount of taxable acreage. For CFD No. 2019-1, it shall not be less than 12.97 acres. The minimum acreage per Zone is as follows: (i) Zone 1 – 7.10 acres and (ii) Zone 2 – 5.87 acres.

"Non-Residential Property" means all Assessor's Parcels of Developed Property for which a building permit was issued for any type of non-residential use, as determined by the CFD Administrator.

"Operating Fund for Maintenance Services" means a fund that shall be maintained for CFD No. 2019-1 for any Fiscal Year to pay for the actual costs of providing the Maintenance Services and the Administrative Expenses attributable to providing such Maintenance Services.

"Operating Fund for Public Services" means a fund that shall be maintained for CFD No. 2019-1 for any Fiscal Year to pay for the actual costs of providing the Public Services and the Administrative Expenses attributable to providing such Public Services.

"Operating Fund Balance" means the amount of funds in the applicable Operating Fund at the end of the preceding Fiscal Year.

"Partial Prepayment Amount" means the amount required to prepay a portion of the Special Tax for the Facilities obligation for an Assessor's Parcel, as described in Section H.

"Prepayment Amount" means the amount required to prepay the Special Tax for the Facilities obligation in full for an Assessor's Parcel, as described in Section G.

"Property Owner Association" means a corporation formed by a real estate developer for the purpose of marketing, managing, and selling of homes and lots in a residential subdivision.

"Property Owner's Association Property" means all Assessor's Parcels which, as of July 1st of the Fiscal Year in which the Special Tax is being levied, have been conveyed, dedicated to, or irrevocably offered for dedication to a property owner association, including any master or sub-association.

"Proportionately" means for Taxable Property that is (i) Developed Property, that the ratio of the actual Special Tax levy to the Assigned Special Tax is the same for all Parcels of Developed Property, (ii) Final Map Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Final Map Property, and (iii) Undeveloped Property, Public Property and Property Owners' Association Property, that the ratio of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is the same for all Parcels of Undeveloped Property, Public Property and Property Owners' Association Property.

"Public Property" means all Assessor's Parcels which, as of July 1st of the Fiscal Year in which the Special Tax is being levied, are used for rights-of-way or any other purpose and is owned by, dedicated

to, or irrevocably offered for dedication to the federal government, the State of California, the County, or any other local jurisdiction, provided, however, that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use.

"Public Services" means the services permitted under the Act including, without limitation, police and fire protection, ambulance and paramedic services provided within the boundaries of CFD No. 2019-1 and the City.

"Residential Floor Area" means all the square footage of living area within the perimeter of a residential dwelling unit, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The CFD Administrator shall determine the Residential Floor Area based upon the Building Permit issued for such residential dwelling unit.

"Residential Property" means all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units, as determined by the CFD Administrator.

"Special Tax(es)" means the Special Tax for Facilities, the Special Tax for Maintenance Services, and the Special Tax for Public Services.

"Special Tax for Facilities" means any of the Special Taxes authorized to be levied within CFD No. 2019-1 pursuant to the Act to fund the Special Tax Requirement for Facilities.

"Special Tax for Maintenance Services" means any of the Special Taxes authorized to be levied by CFD No. 2019-1 pursuant to the Act to fund the Special Tax Requirement for Maintenance Services. Under no circumstances shall this Special Tax be eligible for prepayment of any kind.

"Special Tax for Public Services" means any of the Special Taxes authorized to be levied by CFD No. 2019-1 pursuant to the Act to fund the Special Tax Requirement for Public Services. Under no circumstances shall this Special Tax be eligible for prepayment of any kind.

"Special Tax Requirement for Facilities" means the amount required in any Fiscal Year to pay: (i) the debt service or the periodic costs on all outstanding Bonds due in the Calendar Year that commences in such Fiscal Year, (ii) Administrative Expenses, (iii) the costs associated with the release of funds from an escrow account, (iv) any amount required to establish or replenish any reserve funds established in association with the Bonds, (v) the collection or accumulation of funds for the acquisition or construction of facilities authorized by CFD No. 2019-1 provided that the inclusion of such amount does not cause an increase in the levy of Special Tax for Facilities on Final Map Property or Undeveloped Property, less (vi) any amounts available to pay debt service or other periodic costs on the Bonds pursuant to any applicable bond Indenture, fiscal agent agreement, or trust agreement.

"Special Tax Requirement for Maintenance Services" means that amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2019-1 for Maintenance Services in both the current Fiscal Year and the next Fiscal Year. The costs to be covered shall be the (i) direct costs for Maintenance Services (ii) amount necessary to fund an operating reserve for the costs of

Maintenance Services as determined by the Administrator, and (iii) Administrative Expenses, less (iv) a credit in an amount equal to the Operating Fund Balance. Under no circumstances shall the Special Tax Requirement for Maintenance Services include funds for bonds.

"Special Tax Requirement for Public Services" means the amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2019-1 for Public Services in both the current Fiscal Year and the next Fiscal Year. The costs to be covered shall be the (i) direct costs for Public Services (ii) amount necessary to fund an operating reserve for the costs of Public Services as determined by the Administrator, and (iii) Administrative Expenses, less (iv) a credit in an amount equal to the Operating Fund Balance. Under no circumstances shall the Special Tax Requirement for Public Services include funds for bonds.

"Taxable Property" means all Assessor's Parcels within CFD No. 2019-1, which are not Exempt Property, as determined by the CFD Administrator.

"Trustee" means the firm that holds and administers assets on behalf of CFD No. 2019-1 under and pursuant to the Indenture.

"Undeveloped Property" means all Assessor's Parcels of Taxable Property which are not Developed Property or Final Map Property, as determined by the CFD Administrator.

"Zone(s)" means Zone 1 or 2 as geographically identified in Exhibit B attached herein.

"Zone 1" means the specific geographic area as depicted in Exhibit B attached herein.

"Zone 2" means the specific geographic area as depicted in Exhibit B attached herein.

SECTION B CLASSIFICATION OF ASSESSOR'S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2019-20, each Assessor's Parcel shall be classified as Taxable Property or Exempt Property. In addition, each Assessor's Parcel of Taxable Property shall be assigned to one of the two Zones based upon its geographic location and further classified as Developed Property, Final Map Property or Undeveloped Property. In addition, each Assessor's Parcel of Developed Property shall further be classified as Residential Property or Non-Residential Property. Lastly, Assessor's Parcels of Residential Property shall be further categorized into Land Use Categories based on the Residential Floor Area for such Assessor's Parcel.

**SECTION C
MAXIMUM SPECIAL TAXES**

1. Developed Property

- a. The Maximum Special Tax for Facilities for each Assessor's Parcel of Residential Property that is classified as Developed Property in any Fiscal Year shall be the amount determined by the greater of (i) the application of the Assigned Special Tax for Facilities in the tables included in Section D below or (ii) the application of the Backup Special Tax for Facilities. The Maximum Special Tax for Facilities for each Assessor's Parcel of Non-Residential Property that is classified as Developed Property in any Fiscal Year shall be the Assigned Special Tax in the tables included in Section D below.

- b. The Maximum Special Tax for Maintenance Services for each Assessor's Parcel of Residential Property that is classified as Developed Property in Fiscal Year 2019-20 shall be \$230 per unit for Assessor's Parcels located in Zone 1 and \$444 per unit for Assessor's Parcels located in Zone 2. The Maximum Special Tax for Maintenance Services for each Assessor's Parcel of Non-Residential Property that is classified as Developed Property in Fiscal Year 2019-20 shall be \$3,118 per Acre for Assessor's Parcels located in Zone 1 and \$2,600 per Acre for Assessor's Parcels located in Zone 2.

On each July 1, commencing July 1, 2020, the Maximum Special Tax for Maintenance Services for the prior Fiscal Year shall be adjusted by the greater of (i) an amount equal to the percentage change increase in the Consumer Price Index for the Calendar Year ending in December of the prior Fiscal Year or (ii) two percent (2%).

- c. The Maximum Special Tax for Public Services for each Assessor's Parcel of Residential Property that is classified as Developed Property in Fiscal Year 2019-20 shall be \$462 per unit.

On each July 1, commencing July 1, 2020, the Maximum Special Tax for Public Services for the prior Fiscal Year shall be adjusted by the greater of (i) an amount equal to the percentage change increase in the Consumer Price Index for the Calendar Year ending in December of the prior Fiscal Year or (ii) five percent (5%).

2. Final Map Property

- a. The Maximum Special Tax for Facilities for each Assessor's Parcel classified as Final Map Property shall be the Assigned Special Tax for the Zone in which the Assessor's Parcel is located as set forth in Section D below.

- b. The Maximum Special Tax for Maintenance Services for each Assessor's Parcel of Residential Property that is classified as Final Map Property in Fiscal Year 2019-20 shall be \$3,118 per Acre for Assessor's Parcels located in Zone 1 and \$2,600 per Acre for Assessor's Parcels located in Zone 2.

On each July 1, commencing July 1, 2020, the Maximum Special Tax for Maintenance Services for the prior Fiscal Year shall be adjusted by the greater of (i) an amount equal to the percentage change increase in the Consumer Price Index for the Calendar Year ending in December of the prior Fiscal Year or (ii) two percent (2%).

- c. Final Map Property shall not be subject to the Maximum Special Tax for Public Services.

3. Undeveloped Property

- a. The Maximum Special Tax for Facilities for each Assessor’s Parcel classified as Undeveloped Property shall be the Assigned Special Tax for the Zone in which the Assessor's Parcel is located as set forth in Section D below.
- b. Undeveloped Property shall not be subject to the Maximum Special Tax for Maintenance Services.
- c. Undeveloped Property shall not be subject to the Maximum Special Tax for Public Services.

**SECTION D
ASSIGNED SPECIAL TAX FOR FACILITIES**

1. Developed Property

Each Fiscal Year, beginning with Fiscal Year 2019-20, each Assessor’s Parcel of Developed Property shall be subject to an Assigned Special Tax. The Assigned Special Tax applicable to an Assessor's Parcel of Developed Property for any Fiscal Year shall be determined pursuant to Table 1 and Table 2 below based upon the Zone in which the Assessor's Parcel is located.

**TABLE 1
ASSIGNED SPECIAL TAX RATES FOR FACILITIES
FOR DEVELOPED PROPERTY WITHIN ZONE 1**

Land Use Category	Building Square Footage	Assigned Special Tax
Residential Property	< 1,800	\$1,270 per Dwelling Unit
Residential Property	1,800 – 2,000	\$1,360 per Dwelling Unit
Residential Property	>2,000	\$1,450 per Dwelling Unit
Non-Residential Property	N/A	\$18,601 per Acre

**TABLE 2
ASSIGNED SPECIAL TAX RATES FOR FACILITIES
FOR DEVELOPED PROPERTY WITHIN ZONE 2**

Land Use Category	Building Square Footage	Assigned Special Tax
Residential Property	< 2,000	\$1,310 per Dwelling Unit
Residential Property	2,000 – 2,249	\$1,375 per Dwelling Unit
Residential Property	2,250 – 2,500	\$1,440 per Dwelling Unit
Residential Property	>2,500	\$1,505 per Dwelling Unit
Non-Residential Property	N/A	\$8,277 per Acre

2. Final Map Property and Undeveloped Property

Each Fiscal Year, beginning with Fiscal Year 2019-20, each Assessor’s Parcel of Final Map Property and Undeveloped Property shall be subject to an Assigned Special Tax. The Assigned Special Tax applicable to an Assessor's Parcel of Final Map Property and Undeveloped Property for any Fiscal Year shall be determined pursuant to the rate per Acre below for the Zone in which the Assessor's Parcel is located:

1. Zone 1 rate per Acre - \$18,601
2. Zone 2 rate per Acre - \$8,277

**SECTION E
BACKUP ANNUAL SPECIAL TAX FOR FACILITIES**

When a Final Map is recorded, the CFD Administrator shall determine which Zone the Final Map area lies within and the Backup Special Tax for a Parcel classified or to be classified as Residential Property within such Final Map shall be determined by multiplying the Undeveloped Property Maximum Special Tax rate per Acre for the applicable Zone by the total Acreage of Taxable Property within such Final Map, excluding the Acreage associated with Non-Residential Property, Public Property and/or Property Owners’ Association Property that is not Exempt Property pursuant to Section J and dividing such amount by the number of Parcels within such Final Map classified as either (i) Developed Property or (ii) Final Map Property for which a Building Permit is expected to be issued for Residential Property (i.e., the number of residential lots).

Notwithstanding the forgoing, if Parcels classified or to be classified as Residential Property are subsequently changed or modified by recordation of a lot line adjustment or similar instrument, then the Backup Special Tax shall be recalculated for the area that has been changed or modified using the methodology described in the preceding paragraph.

The Backup Special Tax shall not apply to Non-Residential Property, Public Property, or Property Owners’ Association Property.

SECTION F
METHOD OF APPORTIONMENT OF THE SPECIAL TAXES

1. Commencing with Fiscal Year 2019-20 and for each subsequent Fiscal Year, the City Council shall levy Special Taxes for Facilities on all Taxable Property until the amount of Special Tax for Facilities equals the Special Tax Requirement for Facilities in accordance with the following steps:

Step One: The Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Assigned Special Tax for Facilities rates in the table included in Section D as needed to satisfy the Special Tax Requirement for Facilities.

Step Two: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first step has been completed, the Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Final Map Property, at up to 100% of the Assigned Special Tax for Facilities applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Facilities.

Step Three: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first two steps have been completed, the Annual Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property, excluding any Undeveloped Property exempt from the Special Tax pursuant to Section J, at up to 100% of the Assigned Special Tax for Facilities applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Facilities.

Step Four: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first three steps have been completed, then for each Assessor's Parcel of Developed Property whose Maximum Special Tax for Facilities is the Backup Special Tax for Facilities shall be increased Proportionately from the Assigned Special Tax for Facilities up to 100% of the Backup Special Tax for Facilities as needed to satisfy the Special Tax Requirement for Facilities.

Step Five: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first four steps have been completed, the Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Property Owner's Association Property and Public Property, found not to be exempt pursuant to Section J, at up to 100% of the Maximum Special Tax for Facilities applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Facilities.

2. Commencing with Fiscal Year 2019-20 and for each subsequent Fiscal Year, the City Council shall levy Special Taxes for Maintenance Services on all Taxable Property until the amount of Special

Tax for Maintenance Services equals the Special Tax Requirement for Maintenance Services in accordance with the following steps:

Step One: The Special Tax for Maintenance Services shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax for Maintenance Services as needed to satisfy the Special Tax Requirement for Maintenance Services.

Step Two: If additional moneys are needed to satisfy the Special Tax Requirement for Maintenance Services after the first step has been completed, the Special Tax for Maintenance Services shall be levied Proportionately on each Assessor's Parcel of Final Map Property, at up to 100% of the Maximum Special Tax for Maintenance Services applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Maintenance Services.

3. Commencing with Fiscal Year 2019-20 and for each subsequent Fiscal Year, the City Council shall levy Special Taxes for Public Services on all Taxable Property until the amount of the Special Tax for Public Services equals the Special Tax Requirement for Public Services in accordance with the following steps:

Step One: The Special Tax for Public Services shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax for Public Services as needed to satisfy the Special Tax Requirement for Public Services.

Under no circumstances will the Special Tax for Facilities, the Special Tax for Maintenance Services, or the Special Tax for Public Services levied against any Assessor's Parcel used as a private residence be increased as a consequence of delinquency or default by the owner of any other Assessor's Parcel or Parcels within the CFD by more than ten percent (10%) of the Special Tax that would have been levied in that Fiscal Year, had there never been any such delinquencies or defaults, pursuant to California Government Code Section 53321(d), as in effect on the date of formation of CFD No. 2019-1.

SECTION G PREPAYMENT OF SPECIAL TAX FOR FACILITIES

The following additional definitions apply to this Section G:

"CFD Public Facilities" means \$2,000,000, or such lesser amount as determined by the CFD Administrator, expressed in 2018 dollars, which shall increase by the Construction Inflation Index on January 1, 2020, and on each January 1 thereafter, or such lower amount (i) shall be determined by the City as sufficient to provide the public facilities under the authorized bonding program for CFD No. 2019-1, or (ii) determined by the City Council concurrently with a covenant that it will not issue any more Bonds to be supported by Special Taxes levied under this Rate and Method of Apportionment.

“Construction Fund” means an account specifically identified in the Indenture or functionally equivalent to hold funds, which are currently available for expenditure to acquire or construct public facilities eligible under CFD No. 2019-1.

“Construction Inflation Index” means the annual percentage change in the Engineering News-Record Building Cost Index for the city of Los Angeles, measured as of the Calendar Year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the City that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

“Future Facilities Costs” means the CFD Public Facilities minus public facility costs available to be funded through existing construction or escrow accounts that have been funded by the Outstanding Bonds, and minus public facility costs funded by interest earnings on the Construction Fund actually earned prior to the date of prepayment.

“Outstanding Bonds” means all previously issued Bonds issued and secured by the levy of Special Taxes for Facilities which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of Special Taxes for Facilities.

The Special Tax for Facilities obligation of an Assessor's Parcel of Developed Property, an Assessor's Parcel of Final Map Property or Undeveloped Property for which a building permit has been issued or an Assessor's Parcel of Undeveloped Property that is classified as Undeveloped Property pursuant to Section J may be prepaid in full, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax for Facilities obligation would be prepaid. The Prepayment Amount for an Assessor's Parcel eligible for prepayment shall be determined as described below.

An owner of an Assessor's Parcel intending to prepay the Special Tax for Facilities obligation shall provide the City with written notice of intent to prepay, and within 5 days of receipt of such notice, the City shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by CFD No. 2019-1 in calculating the proper amount of a prepayment. Within 15 days of receipt of such non-refundable deposit, the City shall notify such owner of the prepayment amount of such Assessor's Parcel.

The Prepayment Amount for each applicable Assessor's Parcel shall be calculated according to the following formula (capitalized terms defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance
plus	Administrative Fee
<u>less</u>	<u>Reserve Fund Credit</u>

equals Prepayment Amount

As of the date of prepayment, the Prepayment Amount shall be calculated as follows:

1. For Assessor's Parcels of Developed Property, compute the Assigned Special Tax for Facilities and the Backup Special Tax for Facilities applicable to the Assessor's Parcel. For Assessor's Parcels of Final Map Property or Undeveloped Property, excluding any Undeveloped Property pursuant to Section J, compute the Assigned Special Tax for Facilities and the Backup Special Tax for Facilities as though it was already designated as Developed Property based upon the building permit issued or to be issued for that Assessor's Parcel. For an Assessor's Parcel classified as Undeveloped Property pursuant to Section J, compute the Assigned Special Tax for Facilities for that Assessor's Parcel.
2. For each Assessor's Parcel of Developed Property, Final Map Property or Undeveloped Property to be prepaid, (a) divide the Assigned Special Tax for Facilities computed pursuant to paragraph 1 for such Assessor's Parcel by the sum of the estimated Assigned Special Tax for Facilities applicable to all Assessor's Parcels of Taxable Property at buildout, as reasonably determined by the CFD Administrator, and (b) divide the Backup Special Tax for Facilities computed pursuant to paragraph 1 for such Assessor's Parcel by the sum of the estimated Backup Special Tax for Facilities applicable to all Assessor's Parcels of Taxable Property at buildout, as reasonably determined by the CFD Administrator.
3. Multiply the larger quotient computed pursuant to paragraph 2(a) or 2(b) by the Outstanding Bonds. The product shall be the "Bond Redemption Amount".
4. Multiply the Bond Redemption Amount by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed with the proceeds of the Bond Redemption Amount. This product is the "Redemption Premium."
5. Compute the Future Facilities Cost.
6. Multiply the larger quotient computed pursuant to paragraph 2(a) or 2(b) by the amount determined pursuant to paragraph 5 to determine the Future Facilities Cost to be prepaid (the "Future Facilities Amount").
7. Compute the amount needed to pay interest on the Bond Redemption Amount, the Redemption Premium, and the Reserve Fund Credit (see step 11) to be redeemed with the proceeds of the Prepayment Amount until the earliest redemption date for the Outstanding Bonds.
8. Estimate the amount of interest earnings to be derived from the reinvestment of the Bond Redemption Amount plus the Redemption Premium until the earliest call date for the Outstanding Bonds.

9. Subtract the amount computed pursuant to paragraph 8 from the amount computed pursuant to paragraph 7. This difference is the "Defeasance."
10. Estimate the administrative fees and expenses associated with the prepayment, including the costs of computation of the Prepayment Amount, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption. This amount is the "Administrative Fee."
11. Calculate the "Reserve Fund Credit" as the lesser of: (a) the expected reduction in the applicable reserve requirements, if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirements in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the applicable reserve funds on the prepayment date. Notwithstanding the foregoing, if the reserve fund requirement is satisfied by a surety bond or other instrument at the time of the prepayment, then no Reserve Fund Credit shall be given. Notwithstanding the foregoing, the Reserve Fund Credit shall in no event be less than 0.
12. The Prepayment Amount is equal to the sum of the Bond Redemption Amount, the Redemption Premium, the Future Facilities Amount, the Defeasance, and the Administrative Fee, less the Reserve Fund Credit.

With respect to a Special Tax for Facilities obligation that is prepaid pursuant to this Section H, the City Council shall indicate in the records of CFD No. 2019-1 that there has been a prepayment of the Special Tax for Facilities obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such prepayment to indicate the prepayment of the Special Tax for Facilities obligation and the release of the Special Tax for Facilities lien on such Assessor's Parcel and the obligation of such Assessor's Parcel to pay such Special Taxes for Facilities shall cease.

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Special Tax for Facilities that may be levied on Taxable Property in each future Fiscal Year, net of Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

SECTION H PARTIAL PREPAYMENT OF SPECIAL TAX FOR FACILITIES

The Special Tax for Facilities obligation of an Assessor's Parcel of Developed Property, or an Assessor's Parcel of Final Map Property or Undeveloped Property for which a building permit has been issued and will be classified as Developed Property in the next Fiscal Year, as calculated in this Section H below, may be partially prepaid, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax for Facilities obligation would be prepaid.

The Partial Prepayment Amount shall be calculated according to the following formula:

$$PP = P_G \times F$$

The terms above have the following meanings:

PP = the Partial Prepayment Amount.

P_G = the Prepayment Amount calculated according to Section G.

F = the percent by which the owner of the Assessor's Parcel is partially prepaying the Special Tax for Facilities obligation.

With respect to any Assessor's Parcel that is partially prepaid, the City Council shall indicate in the record of CFD No. 2019-1 that there has been a partial prepayment of the Special Tax for Facilities obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such partial prepayment of the Special Tax for Facilities obligation, to indicate the partial prepayment of the Special Tax for Facilities obligation and the partial release of the Special Tax for Facilities lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such prepaid portion of the Special Tax for Facilities shall cease.

Notwithstanding the foregoing, no partial prepayment will be allowed unless the amount of Special Tax for Facilities that may be levied on Taxable Property in each future Fiscal Year after such partial prepayment, net of Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

SECTION I TERMINATION OF SPECIAL TAX

For each Fiscal Year that any Bonds are outstanding the Special Tax for Facilities shall be levied on all Assessor's Parcels subject to the Special Tax for Facilities. If any delinquent Special Tax for Facilities remain uncollected prior to or after all Bonds are retired, the Special Tax for Facilities may be levied to the extent necessary to reimburse CFD No. 2019-1 for uncollected Special Taxes for Facilities associated with the levy of such Special Taxes for Facilities, but no later than 2055-56 Fiscal Year. The Special Tax for Maintenance Services and the Special Tax for Public Services shall be levied as long as each is needed to meet the Special Tax Requirement for Maintenance Services and the Special Tax Requirement for Public Services, as determined at the sole discretion of the City Council.

SECTION J EXEMPTIONS

The City shall classify as Exempt Property (i) Assessor's Parcels defined as Public Property, (ii) Assessor's Parcels which are used as places of worship and are exempt from *ad valorem* property taxes because they are owned by a religious organization, (iii) Assessor's Parcels used exclusively by a Property Owner's Association, or (iv) Assessor's Parcels with public or utility easements making impractical their

utilization for other than the purposes set forth in the easement, provided that no such classification would reduce the sum of the Taxable Property to less than the Minimum Acreage per Zone. Notwithstanding the above, the City Council shall not classify an Assessor's Parcel as Exempt Property if such classification would reduce the sum of the Taxable Property to less than the Minimum Acreage per Zone. Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the Acreage of the Taxable Property to less than the Minimum Acreage per Zone will continue to be classified as Taxable Property, and will continue to be subject to Special Taxes accordingly.

Tax-exempt status will be assigned by the CFD Administrator in chronological order. If an Assessor's Parcel's classification is changed after the initial status is assigned, then its tax-exempt status will be revoked.

SECTION K APPEALS

Any taxpayer may file a written appeal of the Special Taxes on his/her Assessor's Parcel(s) with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall take any of the following actions, in order of priority, in order to correct the error:

- (i) amend the Special Tax levy for the current Fiscal Year prior to the payment date;
- (ii) require the CFD to reimburse the taxpayer the amount of the overpayment to the extent of the available funds of CFD No. 2019-1; or
- (iii) grant a credit against, eliminate or reduce the future Special Taxes levied on the taxpayer's property within CFD No. 2019-1 in the amount of the overpayment provided that the CFD Administrator can certify there are sufficient Special Taxes to pay for the Special Tax Requirements for Facilities.

SECTION L MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes, provided, however, that CFD No. 2019-1 may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations.

**SECTION M
INTERPRETATIONS**

The City Council may interpret this Rate and Method of Apportionment of Special Tax by ordinance or resolution for purposes of clarifying any vagueness or ambiguity. Any decision of the City Council shall be final and binding as to all persons.

APPENDIX C

Resolution of Intention No. 2019-01



RESOLUTION NO. 2019-01

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA, DECLARING ITS INTENTION TO ESTABLISH CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 2019-1 (SUNDANCE), TO AUTHORIZE THE LEVY OF A SPECIAL TAX TO PAY THE COST OF ACQUIRING OR CONSTRUCTING CERTAIN PUBLIC FACILITIES, TO PAY FOR CERTAIN MAINTENANCE AND PUBLIC SERVICES, TO PAY FOR CERTAIN INCIDENTAL EXPENSES AND TO PAY DEBT SERVICE ON BONDED INDEBTEDNESS

WHEREAS, the City of Beaumont (the "City") has received a petition (the "Formation Petition") from at least 10% of the owners of the territory described in Exhibit A attached hereto (the "Property"), requesting to establish City of Beaumont Community Facilities District No. 2019-1 (Sundance) (the "Community Facilities District") to finance (1) the purchase, construction, expansion, improvement or rehabilitation of the public facilities described in Exhibit B hereto (which attachment is incorporated herein by this reference), including all furnishings, equipment and supplies related thereto (collectively, the "Facilities"), which Facilities have a useful life of five years or longer, (2) the maintenance services described in Exhibit B hereto (collectively, the "Maintenance Services"), (3) the public services described in Exhibit B hereto (collectively, the "Public Services") and (4) the incidental expenses to be incurred in connection with financing the Facilities and/or Services and forming the Community Facilities District and administering the Community Facilities District (the "Incidental Expenses"); and

WHEREAS, the City Council of the City (the "City Council"), acting as the legislative body of the Community Facilities District, intends to approve an estimate of the costs of the Facilities, Maintenance Services, Public Services and the Incidental Expenses for the Community Facilities District; and

WHEREAS, it is the intention of the City Council to consider financing the Facilities and the Incidental Expenses through the formation of the Community Facilities District, and the sale of bonds in an amount not to exceed Four Million Dollars (\$4,000,000) for the Community Facilities District (the "Obligations") and the levy of a special tax in the Community Facilities District to pay debt service on the Obligations, provided that the bond sale and special tax levy are approved at an election to be held for the Community Facilities District; and

NOW, THEREFORE, the City Council of the City of Beaumont DOES HEREBY RESOLVE, ORDER AND DETERMINE AS FOLLOWS:

SECTION 1. Intention. The City Council declares its intention to conduct proceedings pursuant to said Article 3.5 of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Act") for the establishment of the Community Facilities District with boundaries coterminous with the Property. It is further proposed that the boundaries of the Community Facilities District shall be the legal boundaries as described in Exhibit A hereto which boundaries shall, upon recordation of the boundary map for the Community Facilities District (which map is on file with the City Clerk), include the entirety of any parcel subject to taxation by the Community Facilities District, except where

indicated on the boundary map, and as depicted on the boundary map of the Community Facilities District which is on file with the City Clerk. The City Clerk is hereby directed to sign the original boundary map of the Community Facilities District and record it with all proper endorsements thereon with the County Recorder of the County of Riverside within 15 days after the adoption of this resolution, all as required by Section 3111 of the Streets and Highways Code of the State of California.

SECTION 2. Name of the Community Facilities District. The name of the proposed Community Facilities District is “City of Beaumont Community Facilities District No. 2019-1 (Sundance), County of Riverside, State of California.”

SECTION 3. Types of Facilities and Services to be Financed by the Community Facilities District. The Facilities proposed to be provided within the Community Facilities District are public facilities as defined in the Act. The City Council hereby finds and determines that the description of the Facilities, Maintenance Services, Public Services and Incidental Expenses herein is sufficiently informative to allow taxpayers within the Community Facilities District to understand what the funds of the Community Facilities District may be used to finance the Facilities, Maintenance Services, Public Services and Incidental Expenses expected to be incurred, including the cost of planning and designing the Facilities, the costs of forming the Community Facilities District, issuing bonds, levying and collecting a special tax within the Community Facilities District and the annual administration costs of the Community Facilities District. The City Council hereby finds that the proposed Facilities, Maintenance Services and Public Services are necessary to meet increased demands placed upon the City as a result of development occurring in the Community Facilities District. The Facilities may be acquired from one or more of the property owners as completed public facilities or may be constructed by or on behalf of the City and paid for with bond and special tax proceeds.

SECTION 4. Special Taxes. Except where funds are otherwise available, it is the intention of the City Council to levy annually in accordance with the procedures contained in the Act a special tax, secured by a continuing lien against all non-exempt real property in the Community Facilities District, sufficient to pay for the Facilities, Maintenance Services, Public Services and Incidental Expenses and the principal and interest and other periodic costs on bonds or other indebtedness issued to finance the Facilities and Incidental Expenses, including the establishment and replenishment of any reserve funds deemed necessary by the City, and any remarketing, credit enhancement and liquidity facility fees (including such fees for instruments which serve as the basis of a reserve fund in lieu of cash) attributable to the Community Facilities District. The rate and method of apportionment and manner of collection of the special tax for the Community Facilities District is described in detail in Exhibit C attached hereto (which attachment is incorporated herein by this reference). Exhibit C allows each landowner within the Community Facilities District to estimate the maximum amount that may be levied against each parcel.

If special taxes of the Community Facilities District are levied against any parcel used for private residential purposes, (i) the maximum special tax rate shall not be increased except to the extent permitted in the rate and method of apportionment, (ii) the special tax to finance Facilities and Incidental Expenses shall not be levied later than the 2055-56 Fiscal Year and the special taxes to finance services shall be levied for as long as necessary to meet the special tax requirement for the Maintenance Services and the Public Services as determined in the sole discretion of the City Council, acting as the Legislative Body of the Community Facilities District, and (iii) under no circumstances shall such special taxes in the Community Facilities District be increased as a consequence of delinquency or default by the owner of any other parcel or parcels within the Community Facilities

District by more than ten percent (10%) above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults.

The special taxes are based on the cost of making the Facilities, the Maintenance Services and the Public Services available to each parcel of real property within the Community Facilities District. The City Council hereby determines the rate and method of apportionment of the special tax for the Community Facilities District set forth in Exhibit C to be reasonable. The special taxes are apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act; and such special taxes are not on or based upon the value or ownership of real property. In the event that a portion of the property within the Community Facilities District shall become for any reason exempt, wholly or partially, from the levy of the special tax specified in Exhibit C, the City Council shall, on behalf of the Community Facilities District, cause the levy to be increased, subject to the limitation of the maximum special tax for a parcel as set forth in Exhibit C, to the extent necessary upon the remaining property within the Community Facilities District which is not exempt in order to yield the special tax revenues required for the purposes described in this Section. The obligation to pay special taxes for Facilities and Incidental Expenses may be prepaid as provided in the rate and method of apportionment set forth in Exhibit C, as such rate and method of apportionment may be amended hereafter. The obligation to pay the special taxes for services may not be prepaid.

SECTION 5. Public Hearing. A combined public hearing (the "Hearing") on the establishment of the Community Facilities District, the proposed rate and method of apportionment of the special tax for the Community Facilities District and the proposed issuance of bonds for the Community Facilities District to finance the Facilities and the Incidental Expenses shall be held at 6:00 p.m., or as soon thereafter as practicable, on February 19, 2019, at the City Council's Chambers, 550 East 6th Street, Beaumont, California. If the City Council determines to form the Community Facilities District, special elections will be held to authorize the issuance of the bonds for the Community Facilities District and the levy of the special taxes in accordance with the procedures contained in Government Code Section 53326. If such elections are held and assuming there are no registered voters residing within the proposed Community Facilities District for each of the ninety (90) days prior to the Hearing, the proposed voting procedure at the elections will be a landowner vote with each landowner who is the owner of record of land within the Community Facilities District at the close of the Hearing, or the authorized representative thereof, having one vote for each acre or portion thereof owned within the Community Facilities District. Ballots for the special elections may be distributed by mail or by personal service.

At the time and place set forth above for the Hearing, the City Council will receive testimony as to whether the Community Facilities District therein shall be established, whether special taxes shall be levied in accordance with the proposed rate and method of apportionment of the special tax, and whether Obligations for the Community Facilities District shall be issued to finance Facilities and Incidental Expenses of the Community Facilities District.

At the time and place set forth above for the Hearing, any interested person, including all persons owning lands or registered to vote within the Community Facilities District, may appear and be heard.

SECTION 6. Notice. The City Clerk is hereby authorized and directed to publish a notice (the "Notice") of the Hearing pursuant to Section 6061 of the Government Code in a newspaper of general circulation published in the area of the Community Facilities District. The City Clerk is further authorized and directed to mail a copy of the Notice to each of the landowners or any registered voters

within the boundaries of the Community Facilities District at least 15 days prior to the Hearing. The Notice shall contain the text or a summary of this Resolution, the time and place of the Hearing, a statement that the testimony of all interested persons or taxpayers will be heard, a description of the protest rights of the registered voters and landowners in the Community Facilities District and a description of the proposed voting procedure for the elections required by the Act. Such publication shall be completed at least seven (7) days prior to the date of the Hearing.

SECTION 7. Reports re Facilities and Services. Each City officer who is or will be responsible for providing the facilities and services, if the Community Facilities District is established, is hereby directed to study the Community Facilities District and, at or before the time of the Hearing, file a report with the City Council containing a brief description of the public facilities and services by type which will in his or her opinion be required to adequately meet the needs of the Community Facilities District and an estimate of the cost of providing those public facilities and services.

SECTION 8. Advance of Funds. The City may accept advances of funds or work-in-kind from any source, including, but not limited to, private persons or private entities, for any authorized purpose, including, but not limited to, paying any cost incurred by the City in creating the Community Facilities District. The City may enter into an agreement with the person or entity advancing the funds or work-in-kind, to repay all or a portion of the funds advanced, or to reimburse the person or entity for the value, or cost, whichever is less, of the work-in-kind, as determined by the City Council, with or without interest.

SECTION 9. Maximum Bonded Indebtedness. The reasonably expected maximum principal amount of the Obligations is \$4,000,000.

SECTION 10. Appointment of Financing Team. Urban Futures, Inc. is hereby appointed to act as financial advisor to the City and the Community Facilities District with respect to the formation of the Community Facilities District. Webb Municipal Finance, LLC, is hereby appointed to act as special tax consultant with respect to the formation of the Community Facilities District. Stradling Yocca Carlson & Rauth, a Professional Corporation, is hereby appointed to act as special counsel with respect to the formation of the Community Facilities District.

SECTION 11. Reservation of Rights. Except to the extent limited in any bond resolution or trust indenture related to the issuance of bonds, the City Council hereby reserves to itself all rights and powers set forth in Section 53344.1 of the Act (relating to tenders in full or partial payment).

SECTION 12. Approval of Reimbursement Agreement. The form of the Reimbursement Agreement by and between the City and Pardee Homes, to be utilized in connection with the formation of the Community Facilities District, substantially in the form on file with the City Clerk, is hereby approved and the City Manager of the City, or his or her written designee, is hereby authorized to execute and deliver such agreement with such changes therein, deletions therefrom and modifications thereto as the City Manager, or his or her written designee, may approve.

SECTION 13. This Resolution shall be effective upon its adoption.


PASSED, APPROVED and ADOPTED this 15th day of January, 2019.



Julio Martinez, Mayor

I, Steven Mehlman, City Clerk of the City of Beaumont, do hereby certify that the foregoing Resolution was passed and adopted at a regular meeting of the City Council of the City of Beaumont held on the 15th day of January, 2019, by the following vote:

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

ATTEST: 

Steven Mehlman, City Clerk

EXHIBIT A

DESCRIPTION OF THE PROPOSED COMMUNITY FACILITIES DISTRICT

The property in the City of Beaumont, County of Riverside, California, identified by the Fiscal Year 2019-20 Riverside County Assessor as Assessor Parcel Nos.:

419-020-064

408-201-009

EXHIBIT B

DESCRIPTION OF THE FACILITIES, SERVICES AND INCIDENTAL EXPENSES

TYPES OF PUBLIC FACILITIES

The types of Facilities that are proposed by CFD No. 2019-1 and financed with the proceeds of special taxes and bonds issued by CFD No. 2019-1 consist of infrastructure needed for new development, including but not limited to roadway, bridge, sewer, dry utilities, storm drain, curb and gutter, medians, traffic signals, parks, trails, police facilities, fire facilities, library facilities and public community facilities, and appurtenances and appurtenant work, and development impact fees that are used by the City to construct infrastructure including design, engineering and planning costs associated therewith. The Facilities are necessary for development of the property within the boundaries of CFD No. 2019-1.

The description of Facilities is general in nature. To the extent not already completed or under construction, the final nature and location of the Facilities will be determined upon preparation of final plans and specifications.

TYPES OF SERVICES

The types of Services that are proposed to be provided by CFD No. 2019-1 and funded with the proceeds of special taxes levied by CFD No. 2019-1 consist of services permitted to be financed under the Mello-Roos Community Facilities Act of 1982 including, without limitation, police and fire protection, ambulance and paramedic services, street sweeping, traffic signal maintenance and the maintenance of City-owned parks, parkways and open spaces, lighting, flood and storm protection services and the operation of storm drainage systems. All of the services to be financed must be in addition to those provided within the boundaries of CFD No. 2019-1 before CFD No. 2019-1 is created, and shall not supplant services already available within that territory when CFD No. 2019-1 is created.

TYPES OF INCIDENTAL EXPENSES

The Incidental Expenses to be paid from bond proceeds and/or special taxes include:

All costs associated with the creation of CFD No. 2019-1, the issuance of the Obligations, the determination of the amount of special taxes to be levied, costs incurred in order to carry out the authorized purposes of CFD No. 2019-1, including legal fees, fees of consultants, engineering, planning, designing and the annual costs to administer CFD No. 2019-1 and any Obligations.

EXHIBIT C

RATE AND METHOD OF APPORTIONMENT FOR COMMUNITY FACILITIES DISTRICT NO. 2019-1 (SUNDANCE) OF THE CITY OF BEAUMONT

The following sets forth the Rate and Method of Apportionment for the levy and collection of the Special Tax for Maintenance Services, Special Tax for Public Services and the Special Tax for Facilities in Community Facilities District No. 2019-1 (Sundance) ("CFD No. 2019-1") each Fiscal Year, in an amount determined by the City Council of the City of Beaumont through the application of the Rate and Method of Apportionment described below. All of the real property in CFD No. 2019-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

SECTION A DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map or instrument. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

"Act" means the Mello-Roos Communities Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2019-1: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 2019-1 or any designee thereof of complying with arbitrage rebate requirements; the costs to the City, CFD No. 2019-1 or any designee thereof of complying with City or obligated persons disclosure requirements associated with applicable federal and state securities laws and of the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs associated with the release of funds from an escrow account; the costs associated with the issuance of Bonds, and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2019-1 for any other administrative purposes, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure, or otherwise addressing the disposition of delinquent Special Taxes.

"Assessor's Parcel" means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel Number within the boundaries of CFD No. 2019-1.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assigned Special Tax" means the Special Tax of that name described in Section D below.

"Backup Special Tax for Facilities" means the Special Tax of that name described in Section E below.

"Bonds" means any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which Special Taxes for Facilities have been pledged.

"Boundary Map" means a recorded map of CFD No. 2019-1 which indicates the boundaries of CFD No. 2019-1.

"Building Permit" means a permit for new construction for a residential dwelling or non-residential structure. For purpose of this definition, "Building Permit" shall not include permits for construction or installation, retaining walls, utility improvements, or other such improvements not intended for human habitation.

"Building Square Footage" or "BSF" means the square footage of assessable internal living space, exclusive of garages or other structures not used as living space, as determined by reference to the building permit application for such Assessor's Parcel, as determined by the CFD Administrator.

"Calendar Year" means the period commencing January 1 of any year and ending the following December 31.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement for Facilities, the Special Tax Requirement for Maintenance Services, the Special Tax Requirement for Public Services, and providing for the levy and collection of the Special Taxes.

"CFD No. 2019-1" or "CFD" means City of Beaumont Community Facilities District No. 2019-1 (Sundance) established by the City under the Act.

"City" means the City of Beaumont.

"City Council" means the City Council of the City, acting as the legislative body of CFD No. 2019-1, or its designee.

"Consumer Price Index" means the index published monthly by the U.S. Department of Labor, Bureau of Labor Statistics for all urban consumers in the Los Angeles-Riverside-Orange County area.

"County" means the County of Riverside.

"Developed Property" means all Parcels of Taxable Property that are included in a Final Map that was recorded prior to January 1st preceding the Fiscal Year in which the Special Tax is being levied and for which a Building Permit for new construction has been issued on or prior to March 1st preceding the Fiscal Year in which the Special Tax is being levied, as determined by the CFD Administrator.

"Dwelling Unit" means each separate residential dwelling unit that comprises an independent facility capable of conveyance or rental separate from adjacent residential dwelling units.

"Exempt Property" means all Assessor's Parcels designated as being exempt from Special Taxes as provided for in Section J, as determined by the CFD Administrator.

"Final Map" means a subdivision of property evidenced by the recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or the recordation of a condominium plan pursuant to California Civil Code 4285 that creates individual lots for which building permits may be issued without further subdivision.

"Final Map Property" means Assessor's Parcels: (i) that are included in a Final Map that was recorded prior to the January 1 preceding the Fiscal Year in which the Special Tax is being levied, and (ii) for which a Building Permit was not issued prior to March 1 preceding the Fiscal Year in which the Special Tax is being levied, as determined by the CFD Administrator.

"Fiscal Year" means the period commencing on July 1 of any year and ending the following June 30.

"Indenture" means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time.

"Land Use Category" means any of the categories listed in the tables included in Section D.

"Lot" means an individual legal lot created by a Final Map for which a Building Permit could be issued.

"Maintenance Services" means the services permitted under the Act including, without limitation, street sweeping, traffic signal maintenance, the maintenance, landscaping and lighting of publicly owned parks, parkways, streets, roads and open spaces, flood and storm protection services, and the operation of storm drainage systems contained within the boundaries of CFD No. 2019-1 and the City.

"Maximum Special Tax" means the Maximum Special Tax for Facilities, the Maximum Special Tax for Maintenance Services, and the Maximum Special Tax for Public Services.

"Maximum Special Tax for Facilities" means the maximum Special Tax for Facilities, determined in accordance with Section C, which can be levied by CFD No. 2019-1 in any Fiscal Year on any Assessor's Parcel.

"Maximum Special Tax for Maintenance Services" means the maximum Special Tax for Maintenance Services, determined in accordance with Section C, which can be levied by CFD No. 2019-1 in any Fiscal Year on any Assessor's Parcel.

"Maximum Special Tax for Public Services" means the maximum Special Tax for Public Services, determined in accordance with Section C, which can be levied by CFD No. 2019-1 in any Fiscal Year on any Assessor's Parcel.

"Minimum Acreage" means the smallest allowable amount of taxable acreage. For CFD No. 2019-1, it shall not be less than 12.97 acres. The minimum acreage per Zone is as follows: (i) Zone 1 – 7.10 acres and (ii) Zone 2 – 5.87 acres.

"Non-Residential Property" means all Assessor's Parcels of Developed Property for which a building permit was issued for any type of non-residential use, as determined by the CFD Administrator.

"Operating Fund for Maintenance Services" means a fund that shall be maintained for CFD No. 2019-1 for any Fiscal Year to pay for the actual costs of providing the Maintenance Services and the Administrative Expenses attributable to providing such Maintenance Services.

"Operating Fund for Public Services" means a fund that shall be maintained for CFD No. 2019-1 for any Fiscal Year to pay for the actual costs of providing the Public Services and the Administrative Expenses attributable to providing such Public Services.

"Operating Fund Balance" means the amount of funds in the applicable Operating Fund at the end of the preceding Fiscal Year.

"Partial Prepayment Amount" means the amount required to prepay a portion of the Special Tax for the Facilities obligation for an Assessor's Parcel, as described in Section H.

"Prepayment Amount" means the amount required to prepay the Special Tax for the Facilities obligation in full for an Assessor's Parcel, as described in Section G.

"Property Owner Association" means a corporation formed by a real estate developer for the purpose of marketing, managing, and selling of homes and lots in a residential subdivision.

"Property Owner's Association Property" means all Assessor's Parcels which, as of July 1st of the Fiscal Year in which the Special Tax is being levied, have been conveyed, dedicated to, or irrevocably offered for dedication to a property owner association, including any master or sub-association.

"Proportionately" means for Taxable Property that is (i) Developed Property, that the ratio of the actual Special Tax levy to the Assigned Special Tax is the same for all Parcels of Developed Property, (ii) Final Map Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Final Map Property, and (iii) Undeveloped Property, Public Property and Property Owners' Association Property, that the ratio of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is the same for all Parcels of Undeveloped Property, Public Property and Property Owners' Association Property.

"Public Property" means all Assessor's Parcels which, as of July 1st of the Fiscal Year in which the Special Tax is being levied, are used for rights-of-way or any other purpose and is owned by, dedicated to, or irrevocably offered for dedication to the federal government, the State of California, the County, or any other local jurisdiction, provided, however, that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use.

"Public Services" means the services permitted under the Act including, without limitation, police and fire protection, ambulance and paramedic services provided within the boundaries of CFD No. 2019-1 and the City.

"Residential Floor Area" means all the square footage of living area within the perimeter of a residential dwelling unit, not including any carport, walkway, garage, overhang, patio, enclosed patio,

or similar area. The CFD Administrator shall determine the Residential Floor Area based upon the Building Permit issued for such residential dwelling unit.

"Residential Property" means all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units, as determined by the CFD Administrator.

"Special Tax(es)" means the Special Tax for Facilities, the Special Tax for Maintenance Services, and the Special Tax for Public Services.

"Special Tax for Facilities" means any of the Special Taxes authorized to be levied within CFD No. 2019-1 pursuant to the Act to fund the Special Tax Requirement for Facilities.

"Special Tax for Maintenance Services" means any of the Special Taxes authorized to be levied by CFD No. 2019-1 pursuant to the Act to fund the Special Tax Requirement for Maintenance Services. Under no circumstances shall this Special Tax be eligible for prepayment of any kind.

"Special Tax for Public Services" means any of the Special Taxes authorized to be levied by CFD No. 2019-1 pursuant to the Act to fund the Special Tax Requirement for Public Services. Under no circumstances shall this Special Tax be eligible for prepayment of any kind.

"Special Tax Requirement for Facilities" means the amount required in any Fiscal Year to pay: (i) the debt service or the periodic costs on all outstanding Bonds due in the Calendar Year that commences in such Fiscal Year, (ii) Administrative Expenses, (iii) the costs associated with the release of funds from an escrow account, (iv) any amount required to establish or replenish any reserve funds established in association with the Bonds, (v) the collection or accumulation of funds for the acquisition or construction of facilities authorized by CFD No. 2019-1 provided that the inclusion of such amount does not cause an increase in the levy of Special Tax for Facilities on Final Map Property or Undeveloped Property, less (vi) any amounts available to pay debt service or other periodic costs on the Bonds pursuant to any applicable bond Indenture, fiscal agent agreement, or trust agreement.

"Special Tax Requirement for Maintenance Services" means that amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2019-1 for Maintenance Services in both the current Fiscal Year and the next Fiscal Year. The costs to be covered shall be the (i) direct costs for Maintenance Services (ii) amount necessary to fund an operating reserve for the costs of Maintenance Services as determined by the Administrator, and (iii) Administrative Expenses, less (iv) a credit in an amount equal to the Operating Fund Balance. Under no circumstances shall the Special Tax Requirement for Maintenance Services include funds for bonds.

"Special Tax Requirement for Public Services" means the amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2019-1 for Public Services in both the current Fiscal Year and the next Fiscal Year. The costs to be covered shall be the (i) direct costs for Public Services (ii) amount necessary to fund an operating reserve for the costs of Public Services as determined by the Administrator, and (iii) Administrative Expenses, less (iv) a credit in an amount equal to the Operating Fund Balance. Under no circumstances shall the Special Tax Requirement for Public Services include funds for bonds.

"Taxable Property" means all Assessor's Parcels within CFD No. 2019-1, which are not Exempt Property, as determined by the CFD Administrator.

"Trustee" means the firm that holds and administers assets on behalf of CFD No. 2019-1 under and pursuant to the Indenture.

"Undeveloped Property" means all Assessor's Parcels of Taxable Property which are not Developed Property or Final Map Property, as determined by the CFD Administrator.

"Zone(s)" means Zone 1 or 2 as geographically identified in Exhibit B attached herein.

"Zone 1" means the specific geographic area as depicted in Exhibit B attached herein.

"Zone 2" means the specific geographic area as depicted in Exhibit B attached herein.

SECTION B CLASSIFICATION OF ASSESSOR'S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2019-20, each Assessor's Parcel shall be classified as Taxable Property or Exempt Property. In addition, each Assessor's Parcel of Taxable Property shall be assigned to one of the two Zones based upon its geographic location and further classified as Developed Property, Final Map Property or Undeveloped Property. In addition, each Assessor's Parcel of Developed Property shall further be classified as Residential Property or Non-Residential Property. Lastly, Assessor's Parcels of Residential Property shall be further categorized into Land Use Categories based on the Residential Floor Area for such Assessor's Parcel.

SECTION C MAXIMUM SPECIAL TAXES

1. Developed Property

- a. The Maximum Special Tax for Facilities for each Assessor's Parcel of Residential Property that is classified as Developed Property in any Fiscal Year shall be the amount determined by the greater of (i) the application of the Assigned Special Tax for Facilities in the tables included in Section D below or (ii) the application of the Backup Special Tax for Facilities. The Maximum Special Tax for Facilities for each Assessor's Parcel of Non-Residential Property that is classified as Developed Property in any Fiscal Year shall be the Assigned Special Tax in the tables included in Section D below.
- b. The Maximum Special Tax for Maintenance Services for each Assessor's Parcel of Residential Property that is classified as Developed Property in Fiscal Year 2019-20 shall be \$230 per unit for Assessor's Parcels located in Zone 1 and \$444 per unit for Assessor's Parcels located in Zone 2. The Maximum Special Tax for Maintenance Services for each Assessor's Parcel of Non-Residential Property that is classified as Developed Property in Fiscal Year 2019-20 shall be \$3,118 per Acre for Assessor's Parcels located in Zone 1 and \$2,600 per Acre for Assessor's Parcels located in Zone 2.

On each July 1, commencing July 1, 2020, the Maximum Special Tax for Maintenance Services for the prior Fiscal Year shall be adjusted by the greater of (i) an amount equal to the percentage change increase in the Consumer Price Index for the Calendar Year ending in December of the prior Fiscal Year or (ii) two percent (2%).

- c. The Maximum Special Tax for Public Services for each Assessor's Parcel of Residential Property that is classified as Developed Property in Fiscal Year 2019-20 shall be \$462 per unit.

On each July 1, commencing July 1, 2020, the Maximum Special Tax for Public Services for the prior Fiscal Year shall be adjusted by the greater of (i) an amount equal to the percentage change increase in the Consumer Price Index for the Calendar Year ending in December of the prior Fiscal Year or (ii) five percent (5%).

2. Final Map Property

- a. The Maximum Special Tax for Facilities for each Assessor's Parcel classified as Final Map Property shall be the Assigned Special Tax for the Zone in which the Assessor's Parcel is located as set forth in Section D below.
- b. The Maximum Special Tax for Maintenance Services for each Assessor's Parcel of Residential Property that is classified as Final Map Property in Fiscal Year 2019-20 shall be \$3,118 per Acre for Assessor's Parcels located in Zone 1 and \$2,600 per Acre for Assessor's Parcels located in Zone 2.

On each July 1, commencing July 1, 2020, the Maximum Special Tax for Maintenance Services for the prior Fiscal Year shall be adjusted by the greater of (i) an amount equal to the percentage change increase in the Consumer Price Index for the Calendar Year ending in December of the prior Fiscal Year or (ii) two percent (2%).

- c. Final Map Property shall not be subject to the Maximum Special Tax for Public Services.

3. Undeveloped Property

- a. The Maximum Special Tax for Facilities for each Assessor's Parcel classified as Undeveloped Property shall be the Assigned Special Tax for the Zone in which the Assessor's Parcel is located as set forth in Section D below.
- b. Undeveloped Property shall not be subject to the Maximum Special Tax for Maintenance Services.
- c. Undeveloped Property shall not be subject to the Maximum Special Tax for Public Services.

**SECTION D
ASSIGNED SPECIAL TAX FOR FACILITIES**

1. Developed Property

Each Fiscal Year, beginning with Fiscal Year 2019-20, each Assessor's Parcel of Developed Property shall be subject to an Assigned Special Tax. The Assigned Special Tax applicable to an Assessor's Parcel of Developed Property for any Fiscal Year shall be determined pursuant to Table 1 and Table 2 below based upon the Zone in which the Assessor's Parcel is located.

**TABLE 1
ASSIGNED SPECIAL TAX RATES FOR FACILITIES
FOR DEVELOPED PROPERTY WITHIN ZONE 1**

Land Use Category	Building Square Footage	Assigned Special Tax
Residential Property	< 1,800	\$1,270 per Dwelling Unit
Residential Property	1,800 – 2,000	\$1,360 per Dwelling Unit
Residential Property	>2,000	\$1,450 per Dwelling Unit
Non-Residential Property	N/A	\$18,601 per Acre

**TABLE 2
ASSIGNED SPECIAL TAX RATES FOR FACILITIES
FOR DEVELOPED PROPERTY WITHIN ZONE 2**

Land Use Category	Building Square Footage	Assigned Special Tax
Residential Property	< 2,000	\$1,310 per Dwelling Unit
Residential Property	2,000 – 2,249	\$1,375 per Dwelling Unit
Residential Property	2,250 – 2,500	\$1,440 per Dwelling Unit
Residential Property	>2,500	\$1,505 per Dwelling Unit
Non-Residential Property	N/A	\$8,277 per Acre

2. Final Map Property and Undeveloped Property

Each Fiscal Year, beginning with Fiscal Year 2019-20, each Assessor's Parcel of Final Map Property and Undeveloped Property shall be subject to an Assigned Special Tax. The Assigned Special Tax applicable to an Assessor's Parcel of Final Map Property and Undeveloped Property for any Fiscal Year shall be determined pursuant to the rate per Acre below for the Zone in which the Assessor's Parcel is located:

1. Zone 1 rate per Acre - \$18,601
2. Zone 2 rate per Acre - \$8,277

**SECTION E
BACKUP ANNUAL SPECIAL TAX FOR FACILITIES**

When a Final Map is recorded, the CFD Administrator shall determine which Zone the Final Map area lies within and the Backup Special Tax for a Parcel classified or to be classified as Residential Property within such Final Map shall be determined by multiplying the Undeveloped Property Maximum Special Tax rate per Acre for the applicable Zone by the total Acreage of Taxable Property within such Final Map, excluding the Acreage associated with Non-Residential Property, Public Property and/or Property Owners' Association Property that is not Exempt Property pursuant to Section J and dividing such amount by the number of Parcels within such Final Map classified as either (i) Developed Property or (ii) Final Map Property for which a Building Permit is expected to be issued for Residential Property (i.e., the number of residential lots).

Notwithstanding the forgoing, if Parcels classified or to be classified as Residential Property are subsequently changed or modified by recordation of a lot line adjustment or similar instrument, then the Backup Special Tax shall be recalculated for the area that has been changed or modified using the methodology described in the preceding paragraph.

The Backup Special Tax shall not apply to Non-Residential Property, Public Property, or Property Owners' Association Property.

**SECTION F
METHOD OF APPORTIONMENT OF THE SPECIAL TAXES**

1. Commencing with Fiscal Year 2019-20 and for each subsequent Fiscal Year, the City Council shall levy Special Taxes for Facilities on all Taxable Property until the amount of Special Tax for Facilities equals the Special Tax Requirement for Facilities in accordance with the following steps:

Step One: The Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Assigned Special Tax for Facilities rates in the table included in Section D as needed to satisfy the Special Tax Requirement for Facilities.

Step Two: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first step has been completed, the Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Final Map Property, at up to 100% of the Assigned Special Tax for Facilities applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Facilities.

Step Three: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first two steps have been completed, the Annual Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property, excluding any Undeveloped Property exempt from the Special Tax pursuant to Section J, at up to 100% of the Assigned Special Tax for Facilities applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Facilities.

Step Four: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first three steps have been completed, then for each Assessor's Parcel of

Developed Property whose Maximum Special Tax for Facilities is the Backup Special Tax for Facilities shall be increased Proportionately from the Assigned Special Tax for Facilities up to 100% of the Backup Special Tax for Facilities as needed to satisfy the Special Tax Requirement for Facilities.

Step Five: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first four steps have been completed, the Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Property Owner's Association Property and Public Property, found not to be exempt pursuant to Section J, at up to 100% of the Maximum Special Tax for Facilities applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Facilities.

2. Commencing with Fiscal Year 2019-20 and for each subsequent Fiscal Year, the City Council shall levy Special Taxes for Maintenance Services on all Taxable Property until the amount of Special Tax for Maintenance Services equals the Special Tax Requirement for Maintenance Services in accordance with the following steps:

Step One: The Special Tax for Maintenance Services shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax for Maintenance Services as needed to satisfy the Special Tax Requirement for Maintenance Services.

Step Two: If additional moneys are needed to satisfy the Special Tax Requirement for Maintenance Services after the first step has been completed, the Special Tax for Maintenance Services shall be levied Proportionately on each Assessor's Parcel of Final Map Property, at up to 100% of the Maximum Special Tax for Maintenance Services applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Maintenance Services.

3. Commencing with Fiscal Year 2019-20 and for each subsequent Fiscal Year, the City Council shall levy Special Taxes for Public Services on all Taxable Property until the amount of the Special Tax for Public Services equals the Special Tax Requirement for Public Services in accordance with the following steps:

Step One: The Special Tax for Public Services shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax for Public Services as needed to satisfy the Special Tax Requirement for Public Services.

Under no circumstances will the Special Tax for Facilities, the Special Tax for Maintenance Services, or the Special Tax for Public Services levied against any Assessor's Parcel used as a private residence be increased as a consequence of delinquency or default by the owner of any other Assessor's Parcel or Parcels within the CFD by more than ten percent (10%) of the Special Tax that would have been levied in that Fiscal Year, had there never been any such delinquencies or defaults, pursuant to California Government Code Section 53321(d), as in effect on the date of formation of CFD No. 2019-1.

**SECTION G
PREPAYMENT OF SPECIAL TAX FOR FACILITIES**

The following additional definitions apply to this Section G:

“CFD Public Facilities” means \$2,000,000, or such lesser amount as determined by the CFD Administrator, expressed in 2018 dollars, which shall increase by the Construction Inflation Index on January 1, 2020, and on each January 1 thereafter, or such lower amount (i) shall be determined by the City as sufficient to provide the public facilities under the authorized bonding program for CFD No. 2019-1, or (ii) determined by the City Council concurrently with a covenant that it will not issue any more Bonds to be supported by Special Taxes levied under this Rate and Method of Apportionment.

“Construction Fund” means an account specifically identified in the Indenture or functionally equivalent to hold funds, which are currently available for expenditure to acquire or construct public facilities eligible under CFD No. 2019-1.

“Construction Inflation Index” means the annual percentage change in the Engineering News-Record Building Cost Index for the city of Los Angeles, measured as of the Calendar Year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the City that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

“Future Facilities Costs” means the CFD Public Facilities minus public facility costs available to be funded through existing construction or escrow accounts that have been funded by the Outstanding Bonds, and minus public facility costs funded by interest earnings on the Construction Fund actually earned prior to the date of prepayment.

“Outstanding Bonds” means all previously issued Bonds issued and secured by the levy of Special Taxes for Facilities which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of Special Taxes for Facilities.

The Special Tax for Facilities obligation of an Assessor’s Parcel of Developed Property, an Assessor’s Parcel of Final Map Property or Undeveloped Property for which a building permit has been issued or an Assessor’s Parcel of Undeveloped Property that is classified as Undeveloped Property pursuant to Section J may be prepaid in full, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor’s Parcel at the time the Special Tax for Facilities obligation would be prepaid. The Prepayment Amount for an Assessor’s Parcel eligible for prepayment shall be determined as described below.

An owner of an Assessor’s Parcel intending to prepay the Special Tax for Facilities obligation shall provide the City with written notice of intent to prepay, and within 5 days of receipt of such notice, the City shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by CFD No. 2019-1 in calculating the proper amount of a prepayment. Within 15 days of receipt of such non-refundable deposit, the City shall notify such owner of the prepayment amount of such Assessor’s Parcel.

The Prepayment Amount for each applicable Assessor's Parcel shall be calculated according to the following formula (capitalized terms defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance
plus	Administrative Fee
less	<u>Reserve Fund Credit</u>
equals	Prepayment Amount

As of the date of prepayment, the Prepayment Amount shall be calculated as follows:

1. For Assessor's Parcels of Developed Property, compute the Assigned Special Tax for Facilities and the Backup Special Tax for Facilities applicable to the Assessor's Parcel. For Assessor's Parcels of Final Map Property or Undeveloped Property, excluding any Undeveloped Property pursuant to Section J, compute the Assigned Special Tax for Facilities and the Backup Special Tax for Facilities as though it was already designated as Developed Property based upon the building permit issued or to be issued for that Assessor's Parcel. For an Assessor's Parcel classified as Undeveloped Property pursuant to Section J, compute the Assigned Special Tax for Facilities for that Assessor's Parcel.
2. For each Assessor's Parcel of Developed Property, Final Map Property or Undeveloped Property to be prepaid, (a) divide the Assigned Special Tax for Facilities computed pursuant to paragraph 1 for such Assessor's Parcel by the sum of the estimated Assigned Special Tax for Facilities applicable to all Assessor's Parcels of Taxable Property at buildout, as reasonably determined by the CFD Administrator, and (b) divide the Backup Special Tax for Facilities computed pursuant to paragraph 1 for such Assessor's Parcel by the sum of the estimated Backup Special Tax for Facilities applicable to all Assessor's Parcels of Taxable Property at buildout, as reasonably determined by the CFD Administrator.
3. Multiply the larger quotient computed pursuant to paragraph 2(a) or 2(b) by the Outstanding Bonds. The product shall be the "Bond Redemption Amount".
4. Multiply the Bond Redemption Amount by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed with the proceeds of the Bond Redemption Amount. This product is the "Redemption Premium."
5. Compute the Future Facilities Cost.
6. Multiply the larger quotient computed pursuant to paragraph 2(a) or 2(b) by the amount determined pursuant to paragraph 5 to determine the Future Facilities Cost to be prepaid (the "Future Facilities Amount").
7. Compute the amount needed to pay interest on the Bond Redemption Amount, the Redemption Premium, and the Reserve Fund Credit (see step 11) to be redeemed with the proceeds of the Prepayment Amount until the earliest redemption date for the Outstanding Bonds.

8. Estimate the amount of interest earnings to be derived from the reinvestment of the Bond Redemption Amount plus the Redemption Premium until the earliest call date for the Outstanding Bonds.
9. Subtract the amount computed pursuant to paragraph 8 from the amount computed pursuant to paragraph 7. This difference is the "Defeasance."
10. Estimate the administrative fees and expenses associated with the prepayment, including the costs of computation of the Prepayment Amount, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption. This amount is the "Administrative Fee."
11. Calculate the "Reserve Fund Credit" as the lesser of: (a) the expected reduction in the applicable reserve requirements, if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirements in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the applicable reserve funds on the prepayment date. Notwithstanding the foregoing, if the reserve fund requirement is satisfied by a surety bond or other instrument at the time of the prepayment, then no Reserve Fund Credit shall be given. Notwithstanding the foregoing, the Reserve Fund Credit shall in no event be less than 0.
12. The Prepayment Amount is equal to the sum of the Bond Redemption Amount, the Redemption Premium, the Future Facilities Amount, the Defeasance, and the Administrative Fee, less the Reserve Fund Credit.

With respect to a Special Tax for Facilities obligation that is prepaid pursuant to this Section H, the City Council shall indicate in the records of CFD No. 2019-1 that there has been a prepayment of the Special Tax for Facilities obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such prepayment to indicate the prepayment of the Special Tax for Facilities obligation and the release of the Special Tax for Facilities lien on such Assessor's Parcel and the obligation of such Assessor's Parcel to pay such Special Taxes for Facilities shall cease.

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Special Tax for Facilities that may be levied on Taxable Property in each future Fiscal Year, net of Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

SECTION H PARTIAL PREPAYMENT OF SPECIAL TAX FOR FACILITIES

The Special Tax for Facilities obligation of an Assessor's Parcel of Developed Property, or an Assessor's Parcel of Final Map Property or Undeveloped Property for which a building permit has been issued and will be classified as Developed Property in the next Fiscal Year, as calculated in this Section H below, may be partially prepaid, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax for Facilities obligation would be prepaid.

The Partial Prepayment Amount shall be calculated according to the following formula:

$$PP = P_G \times F$$

The terms above have the following meanings:

PP = the Partial Prepayment Amount.

P_G = the Prepayment Amount calculated according to Section G.

F = the percent by which the owner of the Assessor's Parcel is partially prepaying the Special Tax for Facilities obligation.

With respect to any Assessor's Parcel that is partially prepaid, the City Council shall indicate in the record of CFD No. 2019-1 that there has been a partial prepayment of the Special Tax for Facilities obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such partial prepayment of the Special Tax for Facilities obligation, to indicate the partial prepayment of the Special Tax for Facilities obligation and the partial release of the Special Tax for Facilities lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such prepaid portion of the Special Tax for Facilities shall cease.

Notwithstanding the foregoing, no partial prepayment will be allowed unless the amount of Special Tax for Facilities that may be levied on Taxable Property in each future Fiscal Year after such partial prepayment, net of Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

SECTION I TERMINATION OF SPECIAL TAX

For each Fiscal Year that any Bonds are outstanding the Special Tax for Facilities shall be levied on all Assessor's Parcels subject to the Special Tax for Facilities. If any delinquent Special Tax for Facilities remain uncollected prior to or after all Bonds are retired, the Special Tax for Facilities may be levied to the extent necessary to reimburse CFD No. 2019-1 for uncollected Special Taxes for Facilities associated with the levy of such Special Taxes for Facilities, but no later than 2055-56 Fiscal Year. The Special Tax for Maintenance Services and the Special Tax for Public Services shall be levied as long as each is needed to meet the Special Tax Requirement for Maintenance Services and the Special Tax Requirement for Public Services, as determined at the sole discretion of the City Council.

SECTION J EXEMPTIONS

The City shall classify as Exempt Property (i) Assessor's Parcels defined as Public Property, (ii) Assessor's Parcels which are used as places of worship and are exempt from *ad valorem* property taxes because they are owned by a religious organization, (iii) Assessor's Parcels used exclusively by a Property Owner's Association, or (iv) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, provided that no such classification would reduce the sum of the Taxable Property to less than the Minimum Acreage per Zone. Notwithstanding the above, the City Council shall not classify an Assessor's Parcel as Exempt Property if such classification would reduce the sum of the Taxable Property to less than the Minimum Acreage per Zone. Assessor's Parcels which cannot be classified as Exempt Property because such

classification would reduce the Acreage of the Taxable Property to less than the Minimum Acreage per Zone will continue to be classified as Taxable Property, and will continue to be subject to Special Taxes accordingly.

Tax-exempt status will be assigned by the CFD Administrator in chronological order. If an Assessor's Parcel's classification is changed after the initial status is assigned, then its tax-exempt status will be revoked.

SECTION K APPEALS

Any taxpayer may file a written appeal of the Special Taxes on his/her Assessor's Parcel(s) with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall take any of the following actions, in order of priority, in order to correct the error:

- (i) amend the Special Tax levy for the current Fiscal Year prior to the payment date;
- (ii) require the CFD to reimburse the taxpayer the amount of the overpayment to the extent of the available funds of CFD No. 2019-1; or
- (iii) grant a credit against, eliminate or reduce the future Special Taxes levied on the taxpayer's property within CFD No. 2019-1 in the amount of the overpayment provided that the CFD Administrator can certify there are sufficient Special Taxes to pay for the Special Tax Requirements for Facilities.

SECTION L MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes, provided, however, that CFD No. 2019-1 may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations.

SECTION M INTERPRETATIONS

The City Council may interpret this Rate and Method of Apportionment of Special Tax by ordinance or resolution for purposes of clarifying any vagueness or ambiguity. Any decision of the City Council shall be final and binding as to all persons.



REBECCA SPENCER
Registrar of Voters

ART TINOCO
Assistant Registrar of Voters

REGISTRAR OF VOTERS
COUNTY OF RIVERSIDE

February 13, 2019

Webb Municipal Finance, LLC
Attn: Brent Howard
3750 McCray Street
Riverside, CA 92506

Enclosed, per your request, is the Certificate of the Registrar of Voters certifying to the number of registered voters residing within the proposed boundary of CFD No. 2019-1 (Sundance), Zone 1, of the City of Beaumont, of the County of Riverside.

Also enclosed is Invoice No. 2641 for \$35.00 to cover the cost of the certification. Please let us know if you have any further requirements.

Sincerely,

Rebecca Spencer
Registrar of Voters

By:


Art Tinoco
Assistant Registrar of Voters



REBECCA SPENCER
Registrar of Voters

ART TINOCO
Assistant Registrar of Voters

REGISTRAR OF VOTERS
COUNTY OF RIVERSIDE

February 13, 2019

Webb Municipal Finance, LLC
Attn: Brent Howard
3750 McCray Street
Riverside, CA 92506

Enclosed, per your request, is the Certificate of the Registrar of Voters certifying to the number of registered voters residing within the proposed boundary of CFD No. 2019-1 (Sundance), Zone 2, of the City of Beaumont, of the County of Riverside.

Also enclosed is Invoice No. 2642 for \$35.00 to cover the cost of the certification. Please let us know if you have any further requirements.

Sincerely,

Rebecca Spencer
Registrar of Voters

By:


Art Tinoco
Assistant Registrar of Voters

**WAIVER OF CERTAIN ELECTION PROCEDURES
WITH RESPECT TO LANDOWNER ELECTION FOR
CITY OF BEAUMONT
COMMUNITY FACILITIES DISTRICT NO. 2019-1**

The undersigned, a duly authorized representative of Pardee Homes (the "Owner"), hereby certifies to the City of Beaumont (the "City") in connection with the election being conducted by the City on the three propositions shown in Exhibit A hereto (the "Election") as follows:

1. The undersigned has been duly authorized by the Owner and possesses all authority necessary to execute this Waiver on behalf of the Owner in connection with an election to be held by the City Council of the City (the "City Council") with respect to the City of Beaumont Community Facilities District No. 2019-1 (the "Community Facilities District"). The Owner hereby appoints Mike Taylor as its authorized representative to vote in the Election and certifies that his true and exact signature is set forth below:

Signature of Authorized Voter: _____

2. The Owner is the present owner of approximately 12.97 acres of land located within the Community Facilities District subject to the special tax.

3. Not less than 15 days prior to February 19, 2019, the Owner received notice that on February 19, 2019, a public hearing was to be held on the formation of the Community Facilities District and the authorization of bonds. The Owner agrees that it received adequate notice of the February 19, 2019 hearing.

4. The Owner has received from the City, and the City has made available to the Owner, necessary and relevant information regarding the formation of the Community Facilities District, the imposition of the special taxes on property within the Community Facilities District as set forth in Resolution No. 2019-1 and the proposed issuance of bonded indebtedness in an amount not to exceed \$4,000,000 secured by the special taxes specified in Resolution No. 2019-2, each adopted by the City Council with respect to the Community Facilities District to finance the public facilities, maintenance services, public services and incidental expenses set forth in Exhibit B to Resolution No. 2019-1. Attached hereto as Exhibit B is the proposed rate and method of apportionment of special tax for the Community Facilities District.

5. The undersigned understands that because there have been less than 12 registered voters within the Community Facilities District during the 90 days preceding the close of the hearing the vote at the Election is to be by the owners of property within the Community Facilities District. The undersigned further understands that the Election is being conducted less than 90 days after the close of the February 19, 2019 public hearing as set forth in Section 53326 of the Government Code of the State of California (the "Government Code"), without the preparation of an impartial analysis, arguments or rebuttals concerning the Election as provided for in Sections 9160 to 9167, inclusive, and 9195 of the Elections Code of the State of California (the "Elections Code") and without the preparation of a tax rate statement as provided in Section 9401 of the Elections Code and without further notice of such Election being published or mailed as required pursuant to the Elections Code. Having been fully advised with respect to the Election, in accordance with the authority contained in Government Code Sections 53326 and 53327, the Owner waives compliance with the foregoing

provisions of the Elections Code and Government Code, with any time limits or other procedural requirements pertaining to the conduct of the Election which are not being complied with and consents to having the election on any date on or after the close of the February 19, 2019 public hearing. The Owner hereby further waives the requirements of Election Code section 13119. The election shall close at 10:00 p.m. on February 19, 2019 or such earlier time as all ballots have been returned.

6. The undersigned hereby represents that compliance with the procedural requirements for conducting the Election, including the receipt of any ballot arguments and impartial analysis and the time limitations which apply in connection with scheduling, mailing and publishing notices for such an election, are unnecessary in light of the fact that the undersigned has received sufficient information regarding the imposition of the special taxes in the Community Facilities District and the issuance of debt for the Community Facilities District as set forth in Resolution Nos. 2019-1 and 2019-2 to properly complete the attached ballot. The Owner waives its right to make any protest or complaint or undertake any legal action challenging the validity of the Election, the validity of any bonded indebtedness issued by the Community Facilities District as approved at the Election, or the levy of the special taxes within the Community Facilities District in accordance with the rate and method of apportionment of special taxes attached to Resolution No. 2019-1 to finance facilities, maintenance services, public services and incidental expenses for the benefit of the Community Facilities District or to repay bonded indebtedness issued by the Community Facilities District.

7. This waiver may be executed in counterparts.

Dated: _____, 2019

PARDEE HOMES

By: _____
Name: Mike Taylor
Title: Division President

EXHIBIT A

SAMPLE BALLOT

**CITY OF BEAUMONT
COMMUNITY FACILITIES DISTRICT NO. 2019-1
SPECIAL TAX AND SPECIAL BOND ELECTION**

February 19, 2019

This ballot represents 13 votes.

To vote, write or stamp a cross (“+” or “X”) in the voting square after the word “YES” or after the word “NO”. All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear or deface this ballot, return it to the City Clerk of the City of Beaumont and obtain another.

PROPOSITION A: Shall City of Beaumont Community Facilities District No. 2019-1 (the “Community Facilities District”) incur an indebtedness and issue bonds for the Community Facilities District in the maximum principal amount of \$4,000,000, with interest at a rate or rates not to exceed the maximum interest rate permitted by law, to finance the Facilities and the Incidental Expenses described in Resolution No. 2019-1 of the City Council of the City of Beaumont?

YES _____

NO _____

PROPOSITION B: Shall a special tax with a rate and method of apportionment as provided in that Resolution entitled “Resolution of the City Council Establishing the City of Beaumont Community Facilities District No. 2019-1 Authorizing the Levy of Special Taxes and Calling an Election Therein” adopted by the City Council of the City of Beaumont for the Community Facilities District on February 19, 2019 be levied to pay for the Facilities, Incidental Expenses, Maintenance Services and Public Services and the principal of and interest on bonds issued to finance the Facilities and Incidental Expenses and the other purposes described in Resolution No. 2019-1?

YES _____

NO _____

PROPOSITION C: For each year commencing with Fiscal Year 2018-19, shall the appropriations limit, as defined by subdivision (h) of Section 8 of Article XIIB of the California Constitution, for the Community Facilities District be an amount equal to \$2,000,000?

YES _____

NO _____

EXHIBIT B

RATE AND METHOD OF APPORTIONMENT FOR COMMUNITY FACILITIES DISTRICT NO. 2019-1 (SUNDANCE) OF THE CITY OF BEAUMONT

The following sets forth the Rate and Method of Apportionment for the levy and collection of the Special Tax for Maintenance Services, Special Tax for Public Services and the Special Tax for Facilities in Community Facilities District No. 2019-1 (Sundance) ("CFD No. 2019-1") each Fiscal Year, in an amount determined by the City Council of the City of Beaumont through the application of the Rate and Method of Apportionment described below. All of the real property in CFD No. 2019-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

SECTION A DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map or instrument. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

"Act" means the Mello-Roos Communities Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2019-1: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 2019-1 or any designee thereof of complying with arbitrage rebate requirements; the costs to the City, CFD No. 2019-1 or any designee thereof of complying with City or obligated persons disclosure requirements associated with applicable federal and state securities laws and of the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs associated with the release of funds from an escrow account; the costs associated with the issuance of Bonds, and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2019-1 for any other administrative purposes, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure, or otherwise addressing the disposition of delinquent Special Taxes.

"Assessor's Parcel" means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel Number within the boundaries of CFD No. 2019-1.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assigned Special Tax" means the Special Tax of that name described in Section D below.

"Backup Special Tax for Facilities" means the Special Tax of that name described in Section E below.

"Bonds" means any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which Special Taxes for Facilities have been pledged.

"Boundary Map" means a recorded map of CFD No. 2019-1 which indicates the boundaries of CFD No. 2019-1.

"Building Permit" means a permit for new construction for a residential dwelling or non-residential structure. For purpose of this definition, "Building Permit" shall not include permits for construction or installation, retaining walls, utility improvements, or other such improvements not intended for human habitation.

"Building Square Footage" or "BSF" means the square footage of assessable internal living space, exclusive of garages or other structures not used as living space, as determined by reference to the building permit application for such Assessor's Parcel, as determined by the CFD Administrator.

"Calendar Year" means the period commencing January 1 of any year and ending the following December 31.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement for Facilities, the Special Tax Requirement for Maintenance Services, the Special Tax Requirement for Public Services, and providing for the levy and collection of the Special Taxes.

"CFD No. 2019-1" or "CFD" means City of Beaumont Community Facilities District No. 2019-1 (Sundance) established by the City under the Act.

"City" means the City of Beaumont.

"City Council" means the City Council of the City, acting as the legislative body of CFD No. 2019-1, or its designee.

"Consumer Price Index" means the index published monthly by the U.S. Department of Labor, Bureau of Labor Statistics for all urban consumers in the Los Angeles-Riverside-Orange County area.

"County" means the County of Riverside.

"Developed Property" means all Parcels of Taxable Property that are included in a Final Map that was recorded prior to January 1st preceding the Fiscal Year in which the Special Tax is being levied and for which a Building Permit for new construction has been issued on or prior to March 1st preceding the Fiscal Year in which the Special Tax is being levied, as determined by the CFD Administrator.

" Dwelling Unit " means each separate residential dwelling unit that comprises an independent facility capable of conveyance or rental separate from adjacent residential dwelling units.

" Exempt Property " means all Assessor's Parcels designated as being exempt from Special Taxes as provided for in Section J, as determined by the CFD Administrator.

" Final Map " means a subdivision of property evidenced by the recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or the recordation of a condominium plan pursuant to California Civil Code 4285 that creates individual lots for which building permits may be issued without further subdivision.

" Final Map Property " means Assessor's Parcels: (i) that are included in a Final Map that was recorded prior to the January 1 preceding the Fiscal Year in which the Special Tax is being levied, and (ii) for which a Building Permit was not issued prior to March 1 preceding the Fiscal Year in which the Special Tax is being levied, as determined by the CFD Administrator.

" Fiscal Year " means the period commencing on July 1 of any year and ending the following June 30.

" Indenture " means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time.

" Land Use Category " means any of the categories listed in the tables included in Section D.

" Lot " means an individual legal lot created by a Final Map for which a Building Permit could be issued.

" Maintenance Services " means the services permitted under the Act including, without limitation, street sweeping, traffic signal maintenance, the maintenance, landscaping and lighting of publicly owned parks, parkways, streets, roads and open spaces, flood and storm protection services, and the operation of storm drainage systems contained within the boundaries of CFD No. 2019-1 and the City.

" Maximum Special Tax " means the Maximum Special Tax for Facilities, the Maximum Special Tax for Maintenance Services, and the Maximum Special Tax for Public Services.

" Maximum Special Tax for Facilities " means the maximum Special Tax for Facilities, determined in accordance with Section C, which can be levied by CFD No. 2019-1 in any Fiscal Year on any Assessor's Parcel.

" Maximum Special Tax for Maintenance Services " means the maximum Special Tax for Maintenance Services, determined in accordance with Section C, which can be levied by CFD No. 2019-1 in any Fiscal Year on any Assessor's Parcel.

" Maximum Special Tax for Public Services " means the maximum Special Tax for Public Services, determined in accordance with Section C, which can be levied by CFD No. 2019-1 in any Fiscal Year on any Assessor's Parcel.

"Minimum Acreage" means the smallest allowable amount of taxable acreage. For CFD No. 2019-1, it shall not be less than 12.97 acres. The minimum acreage per Zone is as follows: (i) Zone 1 – 7.10 acres and (ii) Zone 2 – 5.87 acres.

"Non-Residential Property" means all Assessor's Parcels of Developed Property for which a building permit was issued for any type of non-residential use, as determined by the CFD Administrator.

"Operating Fund for Maintenance Services" means a fund that shall be maintained for CFD No. 2019-1 for any Fiscal Year to pay for the actual costs of providing the Maintenance Services and the Administrative Expenses attributable to providing such Maintenance Services.

"Operating Fund for Public Services" means a fund that shall be maintained for CFD No. 2019-1 for any Fiscal Year to pay for the actual costs of providing the Public Services and the Administrative Expenses attributable to providing such Public Services.

"Operating Fund Balance" means the amount of funds in the applicable Operating Fund at the end of the preceding Fiscal Year.

"Partial Prepayment Amount" means the amount required to prepay a portion of the Special Tax for the Facilities obligation for an Assessor's Parcel, as described in Section H.

"Prepayment Amount" means the amount required to prepay the Special Tax for the Facilities obligation in full for an Assessor's Parcel, as described in Section G.

"Property Owner Association" means a corporation formed by a real estate developer for the purpose of marketing, managing, and selling of homes and lots in a residential subdivision.

"Property Owner's Association Property" means all Assessor's Parcels which, as of July 1st of the Fiscal Year in which the Special Tax is being levied, have been conveyed, dedicated to, or irrevocably offered for dedication to a property owner association, including any master or sub-association.

"Proportionately" means for Taxable Property that is (i) Developed Property, that the ratio of the actual Special Tax levy to the Assigned Special Tax is the same for all Parcels of Developed Property, (ii) Final Map Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Final Map Property, and (iii) Undeveloped Property, Public Property and Property Owners' Association Property, that the ratio of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is the same for all Parcels of Undeveloped Property, Public Property and Property Owners' Association Property.

"Public Property" means all Assessor's Parcels which, as of July 1st of the Fiscal Year in which the Special Tax is being levied, are used for rights-of-way or any other purpose and is owned by, dedicated to, or irrevocably offered for dedication to the federal government, the State of California, the County, or any other local jurisdiction, provided, however, that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use.

"Public Services" means the services permitted under the Act including, without limitation, police and fire protection, ambulance and paramedic services provided within the boundaries of CFD No. 2019-1 and the City.

"Residential Floor Area" means all the square footage of living area within the perimeter of a residential dwelling unit, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The CFD Administrator shall determine the Residential Floor Area based upon the Building Permit issued for such residential dwelling unit.

"Residential Property" means all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units, as determined by the CFD Administrator.

"Special Tax(es)" means the Special Tax for Facilities, the Special Tax for Maintenance Services, and the Special Tax for Public Services.

"Special Tax for Facilities" means any of the Special Taxes authorized to be levied within CFD No. 2019-1 pursuant to the Act to fund the Special Tax Requirement for Facilities.

"Special Tax for Maintenance Services" means any of the Special Taxes authorized to be levied by CFD No. 2019-1 pursuant to the Act to fund the Special Tax Requirement for Maintenance Services. Under no circumstances shall this Special Tax be eligible for prepayment of any kind.

"Special Tax for Public Services" means any of the Special Taxes authorized to be levied by CFD No. 2019-1 pursuant to the Act to fund the Special Tax Requirement for Public Services. Under no circumstances shall this Special Tax be eligible for prepayment of any kind.

"Special Tax Requirement for Facilities" means the amount required in any Fiscal Year to pay: (i) the debt service or the periodic costs on all outstanding Bonds due in the Calendar Year that commences in such Fiscal Year, (ii) Administrative Expenses, (iii) the costs associated with the release of funds from an escrow account, (iv) any amount required to establish or replenish any reserve funds established in association with the Bonds, (v) the collection or accumulation of funds for the acquisition or construction of facilities authorized by CFD No. 2019-1 provided that the inclusion of such amount does not cause an increase in the levy of Special Tax for Facilities on Final Map Property or Undeveloped Property, less (vi) any amounts available to pay debt service or other periodic costs on the Bonds pursuant to any applicable bond Indenture, fiscal agent agreement, or trust agreement.

"Special Tax Requirement for Maintenance Services" means that amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2019-1 for Maintenance Services in both the current Fiscal Year and the next Fiscal Year. The costs to be covered shall be the (i) direct costs for Maintenance Services (ii) amount necessary to fund an operating reserve for the costs of Maintenance Services as determined by the Administrator, and (iii) Administrative Expenses, less (iv) a credit in an amount equal to the Operating Fund Balance. Under no circumstances shall the Special Tax Requirement for Maintenance Services include funds for bonds.

"Special Tax Requirement for Public Services" means the amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2019-1 for Public Services in both the current Fiscal Year and the next Fiscal Year. The costs to be covered shall be the (i) direct

costs for Public Services (ii) amount necessary to fund an operating reserve for the costs of Public Services as determined by the Administrator, and (iii) Administrative Expenses, less (iv) a credit in an amount equal to the Operating Fund Balance. Under no circumstances shall the Special Tax Requirement for Public Services include funds for bonds.

"Taxable Property" means all Assessor's Parcels within CFD No. 2019-1, which are not Exempt Property, as determined by the CFD Administrator.

"Trustee" means the firm that holds and administers assets on behalf of CFD No. 2019-1 under and pursuant to the Indenture.

"Undeveloped Property" means all Assessor's Parcels of Taxable Property which are not Developed Property or Final Map Property, as determined by the CFD Administrator.

"Zone(s)" means Zone 1 or 2 as geographically identified in Exhibit B attached herein.

"Zone 1" means the specific geographic area as depicted in Exhibit B attached herein.

"Zone 2" means the specific geographic area as depicted in Exhibit B attached herein.

SECTION B CLASSIFICATION OF ASSESSOR'S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2019-20, each Assessor's Parcel shall be classified as Taxable Property or Exempt Property. In addition, each Assessor's Parcel of Taxable Property shall be assigned to one of the two Zones based upon its geographic location and further classified as Developed Property, Final Map Property or Undeveloped Property. In addition, each Assessor's Parcel of Developed Property shall further be classified as Residential Property or Non-Residential Property. Lastly, Assessor's Parcels of Residential Property shall be further categorized into Land Use Categories based on the Residential Floor Area for such Assessor's Parcel.

SECTION C MAXIMUM SPECIAL TAXES

1. Developed Property

- a. The Maximum Special Tax for Facilities for each Assessor's Parcel of Residential Property that is classified as Developed Property in any Fiscal Year shall be the amount determined by the greater of (i) the application of the Assigned Special Tax for Facilities in the tables included in Section D below or (ii) the application of the Backup Special Tax for Facilities. The Maximum Special Tax for Facilities for each Assessor's Parcel of Non-Residential Property that is classified as Developed Property in any Fiscal Year shall be the Assigned Special Tax in the tables included in Section D below.
- b. The Maximum Special Tax for Maintenance Services for each Assessor's Parcel of Residential Property that is classified as Developed Property in Fiscal Year 2019-20 shall be \$230 per unit for Assessor's Parcels located in Zone 1 and \$444 per unit for Assessor's Parcels located in Zone 2. The Maximum Special Tax for Maintenance Services for each

Assessor's Parcel of Non-Residential Property that is classified as Developed Property in Fiscal Year 2019-20 shall be \$3,118 per Acre for Assessor's Parcels located in Zone 1 and \$2,600 per Acre for Assessor's Parcels located in Zone 2.

On each July 1, commencing July 1, 2020, the Maximum Special Tax for Maintenance Services for the prior Fiscal Year shall be adjusted by the greater of (i) an amount equal to the percentage change increase in the Consumer Price Index for the Calendar Year ending in December of the prior Fiscal Year or (ii) two percent (2%).

- c. The Maximum Special Tax for Public Services for each Assessor's Parcel of Residential Property that is classified as Developed Property in Fiscal Year 2019-20 shall be \$462 per unit.

On each July 1, commencing July 1, 2020, the Maximum Special Tax for Public Services for the prior Fiscal Year shall be adjusted by the greater of (i) an amount equal to the percentage change increase in the Consumer Price Index for the Calendar Year ending in December of the prior Fiscal Year or (ii) five percent (5%).

2. Final Map Property

- a. The Maximum Special Tax for Facilities for each Assessor's Parcel classified as Final Map Property shall be the Assigned Special Tax for the Zone in which the Assessor's Parcel is located as set forth in Section D below.
- b. The Maximum Special Tax for Maintenance Services for each Assessor's Parcel of Residential Property that is classified as Final Map Property in Fiscal Year 2019-20 shall be \$3,118 per Acre for Assessor's Parcels located in Zone 1 and \$2,600 per Acre for Assessor's Parcels located in Zone 2.

On each July 1, commencing July 1, 2020, the Maximum Special Tax for Maintenance Services for the prior Fiscal Year shall be adjusted by the greater of (i) an amount equal to the percentage change increase in the Consumer Price Index for the Calendar Year ending in December of the prior Fiscal Year or (ii) two percent (2%).

- c. Final Map Property shall not be subject to the Maximum Special Tax for Public Services.

3. Undeveloped Property

- a. The Maximum Special Tax for Facilities for each Assessor's Parcel classified as Undeveloped Property shall be the Assigned Special Tax for the Zone in which the Assessor's Parcel is located as set forth in Section D below.
- b. Undeveloped Property shall not be subject to the Maximum Special Tax for Maintenance Services.
- c. Undeveloped Property shall not be subject to the Maximum Special Tax for Public Services.

**SECTION D
ASSIGNED SPECIAL TAX FOR FACILITIES**

1. Developed Property

Each Fiscal Year, beginning with Fiscal Year 2019-20, each Assessor’s Parcel of Developed Property shall be subject to an Assigned Special Tax. The Assigned Special Tax applicable to an Assessor's Parcel of Developed Property for any Fiscal Year shall be determined pursuant to Table 1 and Table 2 below based upon the Zone in which the Assessor's Parcel is located.

**TABLE 1
ASSIGNED SPECIAL TAX RATES FOR FACILITIES
FOR DEVELOPED PROPERTY WITHIN ZONE 1**

Land Use Category	Building Square Footage	Assigned Special Tax
Residential Property	< 1,800	\$1,270 per Dwelling Unit
Residential Property	1,800 – 2,000	\$1,360 per Dwelling Unit
Residential Property	>2,000	\$1,450 per Dwelling Unit
Non-Residential Property	N/A	\$18,601 per Acre

**TABLE 2
ASSIGNED SPECIAL TAX RATES FOR FACILITIES
FOR DEVELOPED PROPERTY WITHIN ZONE 2**

Land Use Category	Building Square Footage	Assigned Special Tax
Residential Property	< 2,000	\$1,310 per Dwelling Unit
Residential Property	2,000 – 2,249	\$1,375 per Dwelling Unit
Residential Property	2,250 – 2,500	\$1,440 per Dwelling Unit
Residential Property	>2,500	\$1,505 per Dwelling Unit
Non-Residential Property	N/A	\$8,277 per Acre

2. Final Map Property and Undeveloped Property

Each Fiscal Year, beginning with Fiscal Year 2019-20, each Assessor’s Parcel of Final Map Property and Undeveloped Property shall be subject to an Assigned Special Tax. The Assigned Special Tax applicable to an Assessor's Parcel of Final Map Property and Undeveloped Property for any Fiscal Year shall be determined pursuant to the rate per Acre below for the Zone in which the Assessor's Parcel is located:

1. Zone 1 rate per Acre - \$18,601
2. Zone 2 rate per Acre - \$8,277

SECTION E
BACKUP ANNUAL SPECIAL TAX FOR FACILITIES

When a Final Map is recorded, the CFD Administrator shall determine which Zone the Final Map area lies within and the Backup Special Tax for a Parcel classified or to be classified as Residential Property within such Final Map shall be determined by multiplying the Undeveloped Property Maximum Special Tax rate per Acre for the applicable Zone by the total Acreage of Taxable Property within such Final Map, excluding the Acreage associated with Non-Residential Property, Public Property and/or Property Owners' Association Property that is not Exempt Property pursuant to Section J and dividing such amount by the number of Parcels within such Final Map classified as either (i) Developed Property or (ii) Final Map Property for which a Building Permit is expected to be issued for Residential Property (i.e., the number of residential lots).

Notwithstanding the forgoing, if Parcels classified or to be classified as Residential Property are subsequently changed or modified by recordation of a lot line adjustment or similar instrument, then the Backup Special Tax shall be recalculated for the area that has been changed or modified using the methodology described in the preceding paragraph.

The Backup Special Tax shall not apply to Non-Residential Property, Public Property, or Property Owners' Association Property.

SECTION F
METHOD OF APPORTIONMENT OF THE SPECIAL TAXES

1. Commencing with Fiscal Year 2019-20 and for each subsequent Fiscal Year, the City Council shall levy Special Taxes for Facilities on all Taxable Property until the amount of Special Tax for Facilities equals the Special Tax Requirement for Facilities in accordance with the following steps:

Step One: The Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Assigned Special Tax for Facilities rates in the table included in Section D as needed to satisfy the Special Tax Requirement for Facilities.

Step Two: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first step has been completed, the Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Final Map Property, at up to 100% of the Assigned Special Tax for Facilities applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Facilities.

Step Three: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first two steps have been completed, the Annual Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property, excluding any Undeveloped Property exempt from the Special Tax pursuant to Section J, at up to 100% of the Assigned Special Tax for Facilities applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Facilities.

Step Four: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first three steps have been completed, then for each Assessor's Parcel of Developed Property whose Maximum Special Tax for Facilities is the Backup Special Tax for Facilities shall be increased Proportionately from the Assigned Special Tax for Facilities up to 100% of the Backup Special Tax for Facilities as needed to satisfy the Special Tax Requirement for Facilities.

Step Five: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first four steps have been completed, the Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Property Owner's Association Property and Public Property, found not to be exempt pursuant to Section J, at up to 100% of the Maximum Special Tax for Facilities applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Facilities.

2. Commencing with Fiscal Year 2019-20 and for each subsequent Fiscal Year, the City Council shall levy Special Taxes for Maintenance Services on all Taxable Property until the amount of Special Tax for Maintenance Services equals the Special Tax Requirement for Maintenance Services in accordance with the following steps:

Step One: The Special Tax for Maintenance Services shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax for Maintenance Services as needed to satisfy the Special Tax Requirement for Maintenance Services.

Step Two: If additional moneys are needed to satisfy the Special Tax Requirement for Maintenance Services after the first step has been completed, the Special Tax for Maintenance Services shall be levied Proportionately on each Assessor's Parcel of Final Map Property, at up to 100% of the Maximum Special Tax for Maintenance Services applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Maintenance Services.

3. Commencing with Fiscal Year 2019-20 and for each subsequent Fiscal Year, the City Council shall levy Special Taxes for Public Services on all Taxable Property until the amount of the Special Tax for Public Services equals the Special Tax Requirement for Public Services in accordance with the following steps:

Step One: The Special Tax for Public Services shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax for Public Services as needed to satisfy the Special Tax Requirement for Public Services.

Under no circumstances will the Special Tax for Facilities, the Special Tax for Maintenance Services, or the Special Tax for Public Services levied against any Assessor's Parcel used as a private residence be increased as a consequence of delinquency or default by the owner of any other Assessor's Parcel or Parcels within the CFD by more than ten percent (10%) of the Special Tax that would have been levied in that Fiscal Year, had there never been any such delinquencies or defaults, pursuant to California Government Code Section 53321(d), as in effect on the date of formation of CFD No. 2019-1.

SECTION G
PREPAYMENT OF SPECIAL TAX FOR FACILITIES

The following additional definitions apply to this Section G:

“CFD Public Facilities” means \$2,000,000, or such lesser amount as determined by the CFD Administrator, expressed in 2018 dollars, which shall increase by the Construction Inflation Index on January 1, 2020, and on each January 1 thereafter, or such lower amount (i) shall be determined by the City as sufficient to provide the public facilities under the authorized bonding program for CFD No. 2019-1, or (ii) determined by the City Council concurrently with a covenant that it will not issue any more Bonds to be supported by Special Taxes levied under this Rate and Method of Apportionment.

“Construction Fund” means an account specifically identified in the Indenture or functionally equivalent to hold funds, which are currently available for expenditure to acquire or construct public facilities eligible under CFD No. 2019-1.

“Construction Inflation Index” means the annual percentage change in the Engineering News-Record Building Cost Index for the city of Los Angeles, measured as of the Calendar Year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the City that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

“Future Facilities Costs” means the CFD Public Facilities minus public facility costs available to be funded through existing construction or escrow accounts that have been funded by the Outstanding Bonds, and minus public facility costs funded by interest earnings on the Construction Fund actually earned prior to the date of prepayment.

“Outstanding Bonds” means all previously issued Bonds issued and secured by the levy of Special Taxes for Facilities which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of Special Taxes for Facilities.

The Special Tax for Facilities obligation of an Assessor's Parcel of Developed Property, an Assessor's Parcel of Final Map Property or Undeveloped Property for which a building permit has been issued or an Assessor's Parcel of Undeveloped Property that is classified as Undeveloped Property pursuant to Section J may be prepaid in full, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax for Facilities obligation would be prepaid. The Prepayment Amount for an Assessor's Parcel eligible for prepayment shall be determined as described below.

An owner of an Assessor's Parcel intending to prepay the Special Tax for Facilities obligation shall provide the City with written notice of intent to prepay, and within 5 days of receipt of such notice, the City shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by CFD No. 2019-1 in calculating the proper amount of a prepayment. Within 15 days of receipt of such non-refundable deposit, the City shall notify such owner of the prepayment amount of such Assessor's Parcel.

The Prepayment Amount for each applicable Assessor's Parcel shall be calculated according to the following formula (capitalized terms defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance
plus	Administrative Fee
less	<u>Reserve Fund Credit</u>
equals	Prepayment Amount

As of the date of prepayment, the Prepayment Amount shall be calculated as follows:

1. For Assessor's Parcels of Developed Property, compute the Assigned Special Tax for Facilities and the Backup Special Tax for Facilities applicable to the Assessor's Parcel. For Assessor's Parcels of Final Map Property or Undeveloped Property, excluding any Undeveloped Property pursuant to Section J, compute the Assigned Special Tax for Facilities and the Backup Special Tax for Facilities as though it was already designated as Developed Property based upon the building permit issued or to be issued for that Assessor's Parcel. For an Assessor's Parcel classified as Undeveloped Property pursuant to Section J, compute the Assigned Special Tax for Facilities for that Assessor's Parcel.
2. For each Assessor's Parcel of Developed Property, Final Map Property or Undeveloped Property to be prepaid, (a) divide the Assigned Special Tax for Facilities computed pursuant to paragraph 1 for such Assessor's Parcel by the sum of the estimated Assigned Special Tax for Facilities applicable to all Assessor's Parcels of Taxable Property at buildout, as reasonably determined by the CFD Administrator, and (b) divide the Backup Special Tax for Facilities computed pursuant to paragraph 1 for such Assessor's Parcel by the sum of the estimated Backup Special Tax for Facilities applicable to all Assessor's Parcels of Taxable Property at buildout, as reasonably determined by the CFD Administrator.
3. Multiply the larger quotient computed pursuant to paragraph 2(a) or 2(b) by the Outstanding Bonds. The product shall be the "Bond Redemption Amount".
4. Multiply the Bond Redemption Amount by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed with the proceeds of the Bond Redemption Amount. This product is the "Redemption Premium."
5. Compute the Future Facilities Cost.
6. Multiply the larger quotient computed pursuant to paragraph 2(a) or 2(b) by the amount determined pursuant to paragraph 5 to determine the Future Facilities Cost to be prepaid (the "Future Facilities Amount").
7. Compute the amount needed to pay interest on the Bond Redemption Amount, the Redemption Premium, and the Reserve Fund Credit (see step 11) to be redeemed with the proceeds of the Prepayment Amount until the earliest redemption date for

the Outstanding Bonds.

8. Estimate the amount of interest earnings to be derived from the reinvestment of the Bond Redemption Amount plus the Redemption Premium until the earliest call date for the Outstanding Bonds.
9. Subtract the amount computed pursuant to paragraph 8 from the amount computed pursuant to paragraph 7. This difference is the "Defeasance."
10. Estimate the administrative fees and expenses associated with the prepayment, including the costs of computation of the Prepayment Amount, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption. This amount is the "Administrative Fee."
11. Calculate the "Reserve Fund Credit" as the lesser of: (a) the expected reduction in the applicable reserve requirements, if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirements in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the applicable reserve funds on the prepayment date. Notwithstanding the foregoing, if the reserve fund requirement is satisfied by a surety bond or other instrument at the time of the prepayment, then no Reserve Fund Credit shall be given. Notwithstanding the foregoing, the Reserve Fund Credit shall in no event be less than 0.
12. The Prepayment Amount is equal to the sum of the Bond Redemption Amount, the Redemption Premium, the Future Facilities Amount, the Defeasance, and the Administrative Fee, less the Reserve Fund Credit.

With respect to a Special Tax for Facilities obligation that is prepaid pursuant to this Section H, the City Council shall indicate in the records of CFD No. 2019-1 that there has been a prepayment of the Special Tax for Facilities obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such prepayment to indicate the prepayment of the Special Tax for Facilities obligation and the release of the Special Tax for Facilities lien on such Assessor's Parcel and the obligation of such Assessor's Parcel to pay such Special Taxes for Facilities shall cease.

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Special Tax for Facilities that may be levied on Taxable Property in each future Fiscal Year, net of Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

SECTION H PARTIAL PREPAYMENT OF SPECIAL TAX FOR FACILITIES

The Special Tax for Facilities obligation of an Assessor's Parcel of Developed Property, or an Assessor's Parcel of Final Map Property or Undeveloped Property for which a building permit has been issued and will be classified as Developed Property in the next Fiscal Year, as calculated in this

Section H below, may be partially prepaid, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax for Facilities obligation would be prepaid.

The Partial Prepayment Amount shall be calculated according to the following formula:

$$PP = P_G \times F$$

The terms above have the following meanings:

PP = the Partial Prepayment Amount.

P_G = the Prepayment Amount calculated according to Section G.

F = the percent by which the owner of the Assessor's Parcel is partially prepaying the Special Tax for Facilities obligation.

With respect to any Assessor's Parcel that is partially prepaid, the City Council shall indicate in the record of CFD No. 2019-1 that there has been a partial prepayment of the Special Tax for Facilities obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such partial prepayment of the Special Tax for Facilities obligation, to indicate the partial prepayment of the Special Tax for Facilities obligation and the partial release of the Special Tax for Facilities lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such prepaid portion of the Special Tax for Facilities shall cease.

Notwithstanding the foregoing, no partial prepayment will be allowed unless the amount of Special Tax for Facilities that may be levied on Taxable Property in each future Fiscal Year after such partial prepayment, net of Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

SECTION I TERMINATION OF SPECIAL TAX

For each Fiscal Year that any Bonds are outstanding the Special Tax for Facilities shall be levied on all Assessor's Parcels subject to the Special Tax for Facilities. If any delinquent Special Tax for Facilities remain uncollected prior to or after all Bonds are retired, the Special Tax for Facilities may be levied to the extent necessary to reimburse CFD No. 2019-1 for uncollected Special Taxes for Facilities associated with the levy of such Special Taxes for Facilities, but no later than 2055-56 Fiscal Year. The Special Tax for Maintenance Services and the Special Tax for Public Services shall be levied as long as each is needed to meet the Special Tax Requirement for Maintenance Services and the Special Tax Requirement for Public Services, as determined at the sole discretion of the City Council.

SECTION J EXEMPTIONS

The City shall classify as Exempt Property (i) Assessor's Parcels defined as Public Property, (ii) Assessor's Parcels which are used as places of worship and are exempt from *ad valorem* property taxes because they are owned by a religious organization, (iii) Assessor's Parcels used exclusively by a Property Owner's Association, or (iv) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, provided that no

such classification would reduce the sum of the Taxable Property to less than the Minimum Acreage per Zone. Notwithstanding the above, the City Council shall not classify an Assessor's Parcel as Exempt Property if such classification would reduce the sum of the Taxable Property to less than the Minimum Acreage per Zone. Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the Acreage of the Taxable Property to less than the Minimum Acreage per Zone will continue to be classified as Taxable Property, and will continue to be subject to Special Taxes accordingly.

Tax-exempt status will be assigned by the CFD Administrator in chronological order. If an Assessor's Parcel's classification is changed after the initial status is assigned, then its tax-exempt status will be revoked.

SECTION K APPEALS

Any taxpayer may file a written appeal of the Special Taxes on his/her Assessor's Parcel(s) with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall take any of the following actions, in order of priority, in order to correct the error:

- (i) amend the Special Tax levy for the current Fiscal Year prior to the payment date;
- (ii) require the CFD to reimburse the taxpayer the amount of the overpayment to the extent of the available funds of CFD No. 2019-1; or
- (iii) grant a credit against, eliminate or reduce the future Special Taxes levied on the taxpayer's property within CFD No. 2019-1 in the amount of the overpayment provided that the CFD Administrator can certify there are sufficient Special Taxes to pay for the Special Tax Requirements for Facilities.

SECTION L MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes, provided, however, that CFD No. 2019-1 may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations.

SECTION M INTERPRETATIONS

The City Council may interpret this Rate and Method of Apportionment of Special Tax by ordinance or resolution for purposes of clarifying any vagueness or ambiguity. Any decision of the City Council shall be final and binding as to all persons.

ACQUISITION AGREEMENT

by and among

CITY OF BEAUMONT,

CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 2019-1

and

PARDEE HOMES

Dated as of _____ 1, 2019

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List of Exhibits

- Exhibit A: Description of Authorized Facilities and Discrete Components Eligible for Acquisition from the Owner
- Exhibit B: Form of Payment Request (Facilities)
- Exhibit C: City CFD Policies

THIS ACQUISITION AGREEMENT (the "Acquisition Agreement"), dated as of _____ 1, 2019, is by and among the CITY OF BEAUMONT, a general law city (the "City"), the CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 2019-1, a community facilities district created pursuant to the Act (defined herein) (the "District"), and PARDEE HOMES, a California corporation (the "Owner").

RECITALS

A. **The District.** The City Council of the City has established the District under the Act for the financing of, among other things, the acquisition, construction and installation of public facilities identified in the proceedings to form the District therein, which include the facilities listed in Exhibit A hereto (the "Facilities").

B. **The Development.** The land within the District is currently expected to be developed with 118 dwelling units as part of a master-planned community commonly known as "Sundance."

C. **The Facilities.** As part of the District formation proceedings, the Facilities were authorized to be acquired by the District, and the District proceedings contemplated that acquisition agreements would be entered into from time to time to describe the terms of such acquisition. The Facilities are within or serve the City and the City and the Owner will benefit from a coordinated plan of design, engineering and construction of the Facilities and the development of the land within the District. The facilities that are eligible for acquisition by the City from the Owner under this Acquisition Agreement are only the Facilities listed in Exhibit A hereto, as such Exhibit may be amended and/or supplemented by any Supplement approved by the City and Owner.

D. **The Financing.** In order to facilitate development within the District, the Owner, the District and the City wish to enter into this Acquisition Agreement to finance the acquisition of the Facilities, as defined below, and provide for the payment of the Facilities and Discrete Components thereof as shown in Exhibit A hereto (as it may be amended and supplemented by any Supplement).

E. **The Bonds.** The District may proceed with the authorization and issuance of the Bonds in one or more series under the Act and the Indenture, the proceeds of which Bonds shall be used, in part, to finance the Facilities.

F. **No Advantage to City Construction.** The City, by its approval of this Acquisition Agreement, has determined that it will obtain no advantage from undertaking the construction by the City directly of the Facilities and that the provisions of this Acquisition Agreement require that the Facilities constructed by the Owner and acquired with the funds in the Improvement Fund, as defined below, be constructed as if they had been constructed under the direction and supervision of the City. The Owner hereby represents that it has experience in the supervision of the construction of improvements of the character of the Facilities.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, the District and the Owner agree that the foregoing recitals, as applicable to each, are true and correct and further make the agreements set forth herein.

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. The following terms shall have the meanings ascribed to them in this Section 1.1 for purposes of this Acquisition Agreement. Unless otherwise indicated, any other terms, capitalized or not, when used herein shall have the meanings ascribed to them in the Indenture (as hereinafter defined).

“Acceptable Title” means title to land or interest therein, in form acceptable to the Director, free and clear of all liens, taxes, assessments, leases, easements and encumbrances, whether or not recorded, but subject to any exceptions determined by the Director as not interfering with the actual or intended use of the land or interest therein. Notwithstanding the foregoing, an irrevocable offer of dedication may constitute land with an “Acceptable Title” if: (i) such offer is necessary to satisfy a condition to a tentative or final parcel map, (ii) such offer is in a form acceptable to the Director, (iii) the Director has no reason to believe that such offer of dedication will not be accepted by the applicable public agency, and (iv) the Owner commits in writing not to allow any liens to be imposed on such property prior to its acceptance.

“Acceptance Date” means the date the City Council (or other public entity which is to own a Facility) takes final action to accept dedication of or transfer of title to a Facility.

“Acquisition Agreement” means this Acquisition Agreement, together with any Supplement hereto.

“Act” means the Mello-Roos Community Facilities Act of 1982, Section 53311 et seq. of the California Government Code, as amended.

“Actual Cost” means the substantiated cost of a Facility or a Discrete Component, which costs may include: (i) the costs incurred for the construction of such Facility or Discrete Component, (ii) the costs incurred in preparing the Plans for such Facility or Discrete Component and the related costs of environmental evaluations of the Facility or Discrete Component, (iii) the fees paid to governmental agencies or utilities for obtaining permits, licenses or other governmental approvals for such Facility or Discrete Component, (iv) professional costs incurred that are associated with such Facility or Discrete Component, such as construction management and supervision (not to exceed 15% of the costs in (i) above), engineering, legal, accounting, inspection, construction staking, materials testing and similar professional services; and (v) the costs directly related to the construction and/or acquisition of a Facility or Discrete Component, such as costs of payment, performance and/or maintenance bonds, and insurance costs (including costs of any title insurance required hereunder) (but excluding the cost of real property unless paid to unrelated third parties).

“Affiliate” means any entity with respect to which fifty percent (50%) or more of the ownership or voting power is held individually or collectively by any of the Owner and any other entity owned, controlled or under common ownership or control by or with, as applicable, the Owner, and includes all general partners of any entity which is a partnership. Control shall mean ownership of fifty percent (50%) or more of the voting power of or ownership interest in the respective entity.

“Bonds” means the bonds to be issued by the District pursuant to the Act in one or more series.

“City” means the City of Beaumont, a general law city.

“Conditions of Approval” means, with respect to any portion of the property within the District, the conditions of approval of all land use entitlements approved by the City and the conditions of any development agreement, subdivision improvement agreement or other agreement between the Owner and the City relating to such property which conditions must be satisfied in order to develop such property.

“County” means the County of Riverside, California.

“Director” means the Director of Public Works of the City, or his or her written designee acting as such under this Acquisition Agreement.

“Discrete Component” means a component of a Facility that the Director has agreed can be separately identified, inspected and completed, and be the subject of a Payment Request hereunder. The Discrete Components are described in Exhibit A hereto.

“District” means the City of Beaumont Community Facilities District No. 2019-1, created by the City under the Act.

“Facilities” means the facilities described in Exhibit A hereto which are to be acquired with the proceeds of the Special Taxes and Bonds.

“Financing Policies” means the City of Beaumont’s Goals and Policies for Community Facilities Districts, as adopted May 8, 1995 by Resolution No. 1995-23, attached hereto as Exhibit C.

“Improvement Fund” means, (a) prior to the initial issuance of Bonds, the fund or account established by the City for the District, howsoever denominated, into which Net Proceeds of the Special Taxes are to be deposited, and (b) from and after the initial issuance of Bonds, the fund or account established under the Indenture for such Bonds, howsoever denominated, into which Net Proceeds of Bonds and Special Taxes are to be deposited.

“Indenture” means the bond indenture or similar document between the City and the Trustee for the District, providing for, among other matters, the issuance of the Bonds and the establishment of the Improvement Fund, as it may be amended from time to time.

“Net Proceeds” means (a) with respect to Special Taxes, the proceeds of such Special Taxes received prior to the initial issuance of Bonds and remaining after the payment or setting aside of, or provision for, administrative expenses of the District, and (b) with respect to Bonds, the proceeds of such Bonds remaining after the payment or setting aside of, or provisions for (i) the underwriter’s discount for such Bonds, (ii) the costs of issuance of such Bonds, including the costs of authorizing the Special Taxes and Bonds of the District incurred by the City and Owner, (iii) any required reserve fund deposit for such Bonds, (iv) capitalized interest on such Bonds, and (v) pre funded administrative expenses of the District.

“Owner” means Pardee Homes, a California corporation, and its successors or assigns to the extent permitted under Section 8.7 hereof.

“Payment Request” means a document, substantially in the form of Exhibit B hereto, to be used by the Owner in requesting payment of a Purchase Price.

“Plans” means the plans, specifications, schedules and related construction contracts for the Facilities and/or any Discrete Components thereof approved pursuant to the applicable standards of the City.

“Purchase Price” means the amount paid by the District for a Facility and/or any Discrete Components thereof determined in accordance with Article III hereof, being an amount equal to the Actual Cost of such Facility or Discrete Component, but subject to the limitations and reductions provided for in Article III.

“Rate and Method” means the rate and method of apportionment of the special taxes of the District approved by the qualified electors of the District.

“Special Taxes” means the special taxes for facilities in the District levied in accordance with the Rate and Method.

“Supplement” means a written document amending, supplementing or otherwise modifying this Acquisition Agreement and any exhibit hereto, including any amendments to the list of Discrete Components in Exhibit A, and/or the addition to Exhibit A of additional Facilities (and Discrete Components) to be financed with the proceeds of the Bonds deposited in the Improvement Fund eligible to be financed by the District.

“Trustee” means a financial institution in its capacity as trustee or fiscal agent under the Indenture, or any successor thereto acting as trustee or fiscal agent under the Indenture.

ARTICLE II FUNDING

Section 2.1 Issuance of Bonds. Upon the written request of the Owner or City, the Owner and the City staff shall meet regarding the amount, timing and other material aspects of each series of the Bonds. The legal proceedings for the issuance of the Bonds and the series, principal amounts, rates, terms, conditions and timing of the sale of the Bonds shall be in all respects be solely determined by the City Council of the City, acting as the governing body of the District, in accordance with this Acquisition Agreement; provided that, subject to satisfaction of the applicable Financing Policies, sound municipal financing practices and the requirements of this Acquisition Agreement, as soon as possible following the execution of this Acquisition Agreement the City shall use commercially reasonable efforts to cause the District to issue and sell the Bonds in an amount sufficient to fund the Facilities. For purposes of sizing each series of Bonds, the priority annual administrative expense shall be \$30,000 for the District.

Prior to the Bonds being issued for the District, the Owner will be required to provide all information regarding the development of its property within the District, including the financing plan for such development, which is necessary to ensure that the official statement for such Bonds complies with the requirements of all applicable federal and state securities laws, including without limitation Rule 15c2-12 and Rule 10(b)-5 of the Securities and Exchange Commission (the “Commission”). Moreover, each property owner which is responsible for twenty percent (20%) or more of the maximum special tax within the District at the time each series of Bonds are issued (each a “Major Landowner”) will be required to enter into a continuing disclosure agreement to provide such continuing disclosure pertaining to the development of the land owned by such Major

Landowner in the District as necessary to assist the underwriter of the series of Bonds in complying with the continuing disclosure requirements of Rule 15c2-12 of the Commission and/or in marketing the Bonds. Each Major Landowner shall be required to execute a certificate in connection with each public sale of Bonds pursuant to which the Major Landowner shall indemnify and hold harmless City from claims arising from, or based upon, any untrue statement or alleged untrue statement of a material fact or omission or alleged omission of a material fact in the above-referenced information.

Section 2.2 Special Taxes and Bonds. Prior to the issuance of the first series of Bonds for the District, the “Assigned Special Tax” has been and shall continue to be levied in each fiscal year on parcels classified as “Developed Property” pursuant to and as defined in the Rate and Method. The Net Proceeds of such Special Taxes have been and shall continue to be deposited in the Improvement Fund. In addition, the proceeds of each full or partial prepayment of Special Taxes attributable to eligible facilities prior to the issuance of Bonds shall be deposited in the Improvement Fund. The City, the District and the Owner are entering into this Acquisition Agreement and authorized the levy of the Special Taxes for the purpose of creating and allocating certain streams of revenues that are or will be available to pay directly or reimburse the costs of acquisition and construction of the Facilities and to pay debt service on Bonds and other indebtedness of the District. The District hereby irrevocably pledges the Net Proceeds of Special Taxes to the Owner for the reimbursement of costs of the Facilities, subordinate only to the payment of debt service on Bonds issued to fund such costs. Following the issuance of the Bonds, the District shall have no obligation to levy Special Taxes to pay directly for the costs of reimbursing or paying the Developer for the Facilities. The Owner, the City and the District hereby acknowledge and agree that any reduction or termination of the Special Taxes by exercise of the initiative power or the exercise of discretion of the City or the District would constitute a substantial impairment of revenue stream of Special Taxes that the Owner, the City and the District intend to create for the purpose of providing an assured source of funding for such costs.

Section 2.3 Net Proceeds. The proceeds of the Bonds shall be deposited, held, invested, reinvested and disbursed as provided in the Indenture. The Net Proceeds of the Bonds will be set aside under the Indenture in the Improvement Fund. Moneys in the Improvement Fund shall be withdrawn therefrom in accordance with the provisions of the Indenture and the applicable provisions hereof for payment of all or a portion of the costs of construction and/or acquisition of the Facilities (including payment of the Purchase Price of Discrete Components thereof) all as herein provided. Funds in the Improvement Fund shall be reserved and disbursed in accordance with this Acquisition Agreement.

The Owner acknowledges that any lack of availability of amounts in the Improvement Fund to pay the Purchase Price of Facilities or any Discrete Components thereof shall in no way diminish any obligation of the Owner with respect to the construction of or contributions for public facilities and mitigation measures required by the Conditions of Approval or any subdivision, development or other agreement to which the Owner is a party, or any governmental approval to which the Owner or any land within the District are subject.

Section 2.4 Disclosure of Special Tax. Copies of the executed “Notice of Special Tax” required by California Government Code Section 53341.5 provided to the purchaser of real property within the District shall be provided to the City Director of Finance. The Director of Finance’s receipt of such “Notice of Special Tax” shall not be construed as City or District approval of the form of Notice or in any way make the City or District liable for deficiencies in such “Notice of Special Tax.” Owner agrees to retain copies of the Notice of Special Tax it has provided to homebuyers

within the District for a period of three (3) years and to provide them to the City upon City's written request.

ARTICLE III

CONSTRUCTION AND ACQUISITION OF FACILITIES

Section 3.1 Duty of Owner to Construct. All Facilities and Discrete Components thereof to be acquired hereunder shall have been constructed at the direction of the Owner in accordance with the approved Plans following the solicitation of competitive bids. The Owner shall have employed at all times adequate staff or consultants with the requisite experience necessary to bid, administer and coordinate all work related to the design, engineering, acquisition, construction and installation of the Facilities to be acquired by the City from the Owner hereunder.

Section 3.2 Inspection. No payment hereunder shall be made by the City to the Owner for a Facility or Discrete Component thereof until the Facility or Discrete Component thereof has been inspected and found to be completed in accordance with the Plans by the City or other applicable public entity or utility. However, due to the age of some of the Facilities it is understood that normal wear and tear and aging may have occurred which shall not be a basis for denial. The City shall make or cause to be made periodic site inspections of the Facilities or Discrete Components to be acquired hereunder on a timely basis; provided that in no event shall the City incur any liability for any delay in the inspection of any Facilities or Discrete Components. For Facilities to be acquired by other public entities or utilities, the Owner shall be responsible for obtaining such inspections and providing written evidence thereof to the Director. The Owner agrees to pay all inspection, permit and other similar fees of the City applicable to construction of the Facilities.

Section 3.3 Agreement to Sell and Acquire Facilities. The Owner hereby agrees to sell the Facilities and Discrete Components listed in Exhibit A hereto to the City and the City hereby agrees to use amounts in the Improvement Fund to pay the Purchase Price of each of such Facilities and Discrete Components to the Owner, subject to the terms and conditions hereof. The City shall not be obligated to acquire any Facility or Discrete Component until the Facility or Discrete Component is completed and the Acceptance Date for such Facility or Discrete Component has occurred; provided that the City has agreed hereunder to make payments to the Owner for certain Discrete Components of Facilities as shown in Exhibit A hereto. The Owner acknowledges that the Discrete Components have been identified for payment purposes only, and that the City shall not accept a Facility of which a Discrete Component is a part until the entire Facility has been completed. The City acknowledges that the Discrete Components do not have to be accepted by the City as a condition precedent to the payment of the Purchase Price therefor, but any such payment shall not be made until the Discrete Component has been completed in accordance with the Plans therefor, as determined by the Director. In any event, the City shall not be obligated to pay the Purchase Price for any Facility or Discrete Component except from the moneys in the Improvement Fund.

Section 3.4 Payment Requests. In order to receive the Purchase Price for a completed Facility or Discrete Component, inspection thereof under Section 3.1 shall have been made and the Owner shall deliver to the Director: (i) a Payment Request in the form of Exhibit B hereto for such Facility or Discrete Component, together with all attachments and exhibits required by Exhibit B and this Section 3.3 to be included therewith (including, but not limited to Attachments 1 and 2 to Exhibit B), and (ii) if payment is requested for a completed Facility, (a) if the property on which the

Facility is located is not owned by the City at the time of the request, a copy of the recorded documents conveying to the City Acceptable Title to the real property on, in or over which such Facility is located, as described in Section 4.1 hereof, (b) to the extent paid for with the proceeds of the Bonds, an assignment to the District of any reimbursements that may be payable with respect to the Facility, such as public or private utility reimbursements, and (c) an assignment of warranties and guaranties for such Facility, as described in Section 4.5 hereof, in a form acceptable to the City.

Upon receipt of a Payment Request (and all accompanying documentation), the Director shall conduct a review in order to confirm that such request is complete, that such Discrete Component or Facility identified therein was constructed in accordance with the Plans therefor, and to verify and approve the Actual Cost of such Discrete Component or Facility specified in such Payment Request. The Director shall also conduct such review as is required in his discretion to confirm the matters certified in the Payment Request. The Owner agrees to cooperate with the Director in conducting each such review and to provide the Director with such additional information and documentation as is reasonably necessary for the Director to conclude each such review. For any Facilities to be acquired by another public entity or utility, the Owner shall provide evidence acceptable to the Director that such Facilities are acceptable to such entity or utility. Within fifteen (15) business days of receipt of any Payment Request, the Director expects to review the request for completeness and notify the Owner whether such Payment Request is complete, and, if not, what additional documentation must be provided. If such Payment Request is complete, the Director expects to provide a written approval or denial (specifying the reason for any denial) of the request within thirty (30) calendar days of its submittal. However, the Facilities documentation will be delivered by Owner to City in large quantities which may be beyond the ability of City to process, in accordance with the forgoing timeframes. At the request of City or Owner, City may engage an outside contractor to review and process the Facilities documentation on behalf of the City the cost of which shall be borne by Owner subject to a written agreement executed by City and Owner. If a Payment Request seeking reimbursement for more than one Facility or Discrete Component is denied, the Director shall state whether the Payment Request is nevertheless approved and complete for any one or more Facilities or Discrete Components and any such Facilities or Discrete Components shall be processed for payment under Section 3.4 notwithstanding such partial denial. The City's and District's Costs associated with the acquisition of Facilities and processing of Payment Requests shall be reimbursed from the Improvement Fund or from amounts advanced by the Owner to the extent insufficient funds are on deposit in the Improvement Fund, which advances may be later reimbursed to the Owner out of the Improvement Fund.

Section 3.5 Payment. Upon approval of the Payment Request by the Director, the Director shall sign the Payment Request and forward the same to the City Director of Finance. Upon receipt of the reviewed and fully signed Payment Request, the City Director of Finance shall, within the then current City financial accounting payment cycle but in any event within fifteen (15) business days of receipt of the approved Payment Request, cause the same to be paid by the Trustee under the applicable provisions of the Indenture, to the extent of funds then on deposit in the Improvement Fund. Any approved Payment Request not paid due to an insufficiency of funds in the Improvement Fund, shall be paid promptly following the deposit into the Improvement Fund of proceeds of any investment earnings or other amounts transferred to the Improvement Fund under the terms of the Indenture.

The Purchase Price paid hereunder for any Facility or Discrete Component shall constitute payment in full for such Facility or Discrete Component, including, without limitation, payment for all labor, materials, equipment, tools and services used or incorporated in the work, supervision,

administration, overhead, expenses and any and all other things required, furnished or incurred for completion of such Facility or Discrete Component, as specified in the Plans.

The City shall withhold payment for any Discrete Component or Facility constructed on land not already owned by the City or other public entity, until Acceptable Title to such land is conveyed to the City or other public entity that will own the respective Facility, as described in Article IV hereof.

The City shall be entitled to withhold any payment hereunder for a Facility or Discrete Component that is the subject of a Payment Request until it is satisfied that any and all claims for labor and materials have been paid by the Owner for the Facility or Discrete Component that is the subject of a Payment Request, or conditional lien releases (and/or unconditional lien releases) have been provided by the Owner for such Facility or Discrete Component. The City, in its discretion, may waive this limitation upon the provision by the Owner of sureties, undertakings, securities and/or bonds of the Owner or appropriate contractors or subcontractors and deemed satisfactory by the Director to assure payment of such claims.

The City shall be entitled to withhold payment for any Facility (or final Discrete Component) hereunder to be owned by the City until: (i) the Director determines that the Facility is ready for its intended use, and (ii) the Acceptance Date for the Facility has occurred and the requirements of Section 4.1, if applicable to such Facility, have been satisfied. The City hereby agrees that the Owner shall have the right to post or cause the appropriate contractor or subcontractor to post a bond with the City to indemnify it for any losses sustained by the City because of any liens that may exist at the time of acceptance of such a Facility, so long as such bond is drawn on an obligor and is otherwise in a form acceptable to the Director. The City shall be entitled to withhold payment for any Facility (or the final Discrete Component of any such Facility) to be owned by other governmental entities, until the Owner provides the Director with evidence that the governmental entity has accepted dedication of and/or title to the Facility. If the Director determines that a Facility is not ready for intended use under (i) above, the Director shall so notify the Owner as soon as reasonably practicable in writing specifying the reason(s) therefor.

Nothing in this Acquisition Agreement shall be deemed to prohibit the Owner from contesting in good faith the validity or amount of any mechanics or materialman's lien nor limit the remedies available to the Owner with respect thereto so long as such delay in performance shall not subject the Facilities or any Discrete Component thereof to foreclosure, forfeiture or sale. In the event that any such lien is contested, the Owner shall only be required to post or cause the delivery of a bond in an amount equal to the amount in dispute with respect to any such contested lien sufficient to cause the release of such lien, so long as such bond is drawn on an obligor and is otherwise in a form acceptable to the Director.

Subject to the last paragraph of this Section 3.5, the City shall withhold in the Improvement Fund an amount equal to ten percent (10%) of the Purchase Price of each Discrete Component to be paid hereunder other than the final Discrete Component of any Facility. Any such retention will be released to the Owner upon final completion and acceptance of the related Facility.

Notwithstanding the foregoing, the Owner shall be entitled to payment of any such retention upon the completion and acceptance of a Discrete Component, if securities meeting the requirements of the California Public Contracts Code are deposited in lieu thereof. Payment of any retention shall also be contingent upon the availability of monies in the Improvement Fund therefore. No retention

shall apply if the Owner proves to the Director's satisfaction that the Owner's contracts for the Discrete Components provide for the same retention as herein provided, so that the Purchase Price paid for the Discrete Component is at all times net of the required retention.

Section 3.6 Defective or Nonconforming Work. If any of the work done or materials furnished for a Facility or Discrete Component are found by the Director to be defective or not in accordance with the applicable Plans: (i) and such finding is made prior to payment for the Purchase Price of such Facility or Discrete Component hereunder, the City may withhold payment therefor until such defect or nonconformance is corrected to the satisfaction of the Director, or (ii) and such finding is made after payment of the Purchase Price of such Facility or Discrete Component, the City and the Owner shall act in accordance with the City's standard specification for public works construction.

ARTICLE IV

OWNERSHIP AND TRANSFER OF FACILITIES

Section 4.1 Facilities to be Owned by the City; Conveyance of Land and Easements to City. Acceptable Title to all property on, in or over which each Facility to be acquired by the City will be located, shall be deeded over to the City by way of grant deed, or dedication of such property, or easement thereon, if such conveyance of interest is approved by the City as being a sufficient interest therein to permit the City to properly own, operate and maintain such Facility located therein, thereon or thereover, and to permit the Owner to perform its obligations as set forth in this Acquisition Agreement. The Owner agrees to assist the City in obtaining such documents as are required to obtain Acceptable Title. Completion of the transfer of title to land shall be accomplished prior to the payment of the Purchase Price for a Facility (or the last Discrete Component thereof) and shall be evidenced by recordation of the acceptance thereof by the City Council or the designee thereof.

Section 4.2 Facilities to be Owned by the City; Title Evidence. The Owner shall furnish to the City a preliminary title report for land with respect to Facilities to be acquired by the City and not previously dedicated or otherwise conveyed to the City, for review and approval at least thirty (30) business days prior to the transfer of the Acceptable Title to a Facility to the City. The City shall approve the preliminary title report unless it reveals a matter which, in the judgment of the City, could materially affect the City's use and enjoyment of any part of the property or easement covered by the preliminary title report. In the event the City does not approve the preliminary title report, the City shall not be obligated to accept title to the land with respect to such Facility or pay the Purchase Price for such Facility (or the last Discrete Component thereof) until the Owner has cured such objections to title to the reasonable satisfaction of the City and caused a standard title insurance policy to be issued to the City with respect to such land in the amount of the Purchase Price. In the event the Owner cannot cure such objections to title, City agrees to consider the use of eminent domain pursuant to Section 4.3 hereof for such purpose.

Section 4.3 Facilities Constructed on Private Lands. If any Facilities to be acquired are located on privately-owned land, the owner thereof shall retain title to the land and the completed Facilities until acquisition of the Facilities under Article III hereof. Pending the completion of such transfer, the Owner shall not be entitled to receive any payment for any such Facility or the last Discrete Component thereof. The Owner shall, however, be entitled to receive payment for Discrete Components (other than the last Discrete Component) upon making an irrevocable offer of

dedication of such land in form and substance acceptable to the Director. Notwithstanding the foregoing, upon written request of the City before payment for any Discrete Component of such a Facility, the Owner shall convey or cause to be conveyed Acceptable Title thereto in the manner described in Sections 4.1 and 4.2 hereof.

It shall be the responsibility of the Owner to acquire all property rights on property which is not owned by the City or the Owner which is necessary for the construction of any of the Facilities. In the event, despite its exercise of best efforts to do so, the Owner is unable to acquire such property rights, the City shall in good faith consider the undertaking of proceedings to acquire such property rights through its exercise of the power of eminent domain, and the costs of such proceedings and acquisition shall be the responsibility of the Owner and shall comprise part of the Purchase Price of the related Facility.

Section 4.4 Facilities Constructed on City Land. If the Facilities to be acquired are on land owned by the City, including land as to which the City has acquired sufficient property rights in the manner described in Section 4.3 or otherwise, the City hereby grants to the Owner a license to enter upon such land for purposes related to the construction (and maintenance pending acquisition) of the Facilities. The provisions for inspection and acceptance of such Facilities otherwise provided herein shall apply.

Section 4.5 Maintenance and Warranties. The Owner shall maintain or cause to be maintained each Discrete Component in good and safe condition until the Acceptance Date of the Facility of which such Discrete Component is a part. Prior to the Acceptance Date, the Owner shall be responsible for performing any required maintenance on any completed Discrete Component or Facility. On or before the Acceptance Date of the Facility, the Owner shall assign to the City all of the Owner's rights in any warranties, guarantees, maintenance obligations or other evidence of contingent obligations of third persons with respect to such Facility. For each Facility to be owned by the City, the Owner shall provide a warranty bond reasonably acceptable in form and substance to the Director to remain in effect for a period of one year from the date of acceptance of each Facility. The City shall be responsible for maintenance of each Facility from and after the Acceptance Date thereof, except that with respect to landscaping improvements, the Owner shall maintain or cause to be maintained such landscape improvements for a period of one year following the Acceptance Date thereof or shall provide a bond reasonably acceptable in form and substance to the Director for such period and for such purpose (for landscaping improvements only, and for the posting of a warranty bond to remain in effect for one year as to other Facilities), to insure that defects, which appear within said period will be repaired, replaced, or corrected by the Owner, at its own cost and expense, to the satisfaction of the Director. The Owner shall commence to repair, replace or correct any such defects within thirty (30) days after written notice thereof by the City to the Owner, and shall complete such repairs, replacement or correction as soon as practicable. Any warranties, guarantees or other evidences of contingent obligations of third persons with respect to the Facilities to be acquired by the City shall be delivered to the Director as part of the transfer of title.

ARTICLE V INSURANCE

Section 5.1 Insurance Requirements. The Owner shall, at all times prior to the final Acceptance Date of all Facilities, maintain and deliver to the City evidence of and keep in full force and effect, not less than the following coverage and limits of insurance, which shall be maintained

with insurers and under forms of policies satisfactory to the Director: (i) Workers Compensation and Employer's Liability - Workers' Compensation - coverage as required by law; Employer's Liability - limits of at least \$1,000,000.00 per occurrence; (ii) Comprehensive General Liability - Combined Single Limit - \$2,000,000.00; (iii) Automobile Liability - Combined Single Limit - \$1,000,000.00; and (iv) Errors and Omissions Insurance - Combined Single Limit - \$2,000,000.00.

All of the Owner's insurance policies shall contain an endorsement providing that written notice shall be given to the City at least 30 calendar days prior to termination or cancellation of coverage of the policy.

The Comprehensive General Liability and Bodily Injury and Property Damage Liability policies shall contain the following:

(a) An endorsement extending coverage to the City and its agents as an additional insured, as respects liabilities arising out of the performance of any work related to the Facilities. Which insurance shall be primary insurance as respects the interest of the City, and any other insurance maintained by the City shall be excess and not contributing insurance with the insurance required hereunder.

(b) Severability of interest clause.

(c) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to contractual liability assumed by the Owner.

Promptly on execution of this Acquisition Agreement by the Owner, the Owner shall deliver to the Director copies of all required certificates of insurance and endorsements thereto on forms which are acceptable to the Director and the City Attorney.

The Owner shall require and verify similar insurance on the part of its contractors and subcontractors.

The foregoing requirements as to the types, limits and City approval of insurance coverage to be maintained by the Owner are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Owner under this Acquisition Agreement.

Any policy or policies of insurance that the Owner or its contractors or subcontractors elect to carry as insurance (i) against loss or damage to their construction equipment and tools or other personal property used in fulfillment of this Acquisition Agreement or a contract related to the Facilities shall include a provision waiving the insurer's right of subrogation against the City, and (ii) in fulfillment of this Acquisition Agreement involving a dual obligee bond may contain a clause to the effect that: "provided that Principal and Surety shall not be liable to the Obligees or any of them unless the Obligees or any of them have performed the obligations to the Principal in accordance with the terms of said contract; and provided, further, that Principal and Surety shall not be liable to all Obligees in the aggregate in excess of the penal sum above stated."

Section 5.2 Standards Applicable. The Owner may effect such coverage under blanket insurance policies, provided, however, that (i) such policies are written on a per occurrence basis, (ii) such policies comply in all other respects with the provisions of Section 5.1, and (iii) the protection afforded the City under any such policy shall be no less than that which would be

available under a separate, policy relating only to this Acquisition Agreement. All policies of insurance shall be with companies licensed or approved by the State of California Insurance Commissioner and rated (i) A or better with respect to primary levels of coverage, and (ii) B+12 or better with respect to excess levels of coverage, in the most recent edition of Best's Insurance Guide and shall be issued and delivered in accordance with State law and regulations.

Section 5.3 Evidence of Insurance. Prior to the Acceptance Date, the Owner shall furnish to the City, from time to time upon request of the Director, a certificate of insurance regarding each insurance policy required to be maintained by the Owner hereunder.

ARTICLE VI
REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 6.1 Representations, Covenants and Warranties of the Owner. The Owner represents and warrants for the benefit of the City, as follows:

(a) Organization. Owner is a California corporation and is validly doing business and in good standing in the State of California, is in compliance with all applicable laws of the State, and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(b) Authority. The Owner has the power and authority to enter into this Acquisition Agreement, and has taken all action necessary to cause this Acquisition Agreement to be executed and delivered, and this Acquisition Agreement has been duly and validly executed and delivered by the Owner.

(c) Binding Obligation. This Acquisition Agreement is a legal, valid and binding obligation of the Owner, enforceable against the Owner in accordance with its terms, subject to bankruptcy and other equitable principles.

(d) Compliance with Laws. The Owner shall not with knowledge commit, suffer or permit any act to be done in, upon or to the lands of the Owner in the District or the Facilities in violation of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the lands in the District or the Facilities.

(e) Requests for Payment. The Owner represents and warrants that (i) it will not request payment from the City for the acquisition of any improvements that are not part of the Facilities, and (ii) it will diligently follow all procedures set forth in this Acquisition Agreement with respect to the Payment Requests.

(f) Financial Records. Until the final acceptance of the Facilities, the Owner covenants to maintain proper books of record and account for the construction of the Facilities and all costs related thereto. Which accounting books shall be maintained in accordance with generally accepted accounting principles, and shall be available for inspection by the City or its agent at any reasonable time during regular business hours on reasonable notice.

(g) Prevailing Wages. The Owner covenants that, with respect to any contracts or subcontracts for the construction of the Facilities to be acquired from the Owner hereunder, it has

assured complete compliance with any applicable law or regulation for the payment of prevailing wages for such construction.

(h) Plans. The Owner represents that it has obtained or will obtain approval of the Plans for the Facilities to be acquired from the Owner hereunder from all appropriate departments of the City and from any other public entity or public utility from which such approval must be obtained. The Owner further agrees that the Facilities to be acquired from the Owner hereunder have been or will be constructed in full compliance with such approved plans and specifications and any supplemental agreements (change orders) thereto, as approved in the same manner.

Section 6.2 Indemnification and Hold Harmless. The Owner shall assume the defense of, indemnify and save harmless the City, members of the City Council, their officers, officials, employees and agents and each of them, from and against all actions, damages, claims, losses or expense of every type and description to which they may be subjected or put, by reason of, or resulting from the breach of any provision of this Acquisition Agreement by the Owner, the Owner's or any other entity's negligent design, engineering and/or construction of any of the Facilities acquired from the Owner hereunder, the Owner's non-payment under contracts between the Owner and its consultants, engineer's, advisors, contractors, subcontractors and suppliers in the provision of the Facilities, any claims of persons employed by the Owner or its agents to construct the Facilities, claims for damages to persons or property related to the actions of Owner contemplated by this Acquisition Agreement or any claims arising out of any alleged misstatement of a material fact or omission of a material fact with respect to provisions in any Official Statement for the Bonds for which the Owner certifies in a customary certificate executed in connection with the printing of the Official Statement for such Bonds. Notwithstanding the foregoing, no indemnification is given hereunder for any action, damage, claim, loss or expense directly attributable solely to the intentional acts or negligence of the City, or its officers, directors, employees or agents hereunder.

No provision of this Acquisition Agreement shall in any way limit the Owner's responsibility for payment of damages resulting from the operations of the Owner, its agents, employees or its contractors.

ARTICLE VII TERMINATION

Section 7.1 Mutual Consent. This Acquisition Agreement may be terminated by the mutual, written consent of the City and the Owner, in which event the City may let contracts for any remaining work related to the Facilities not theretofore acquired from the Owner hereunder, and use all or any portion of the monies in the Improvement Fund to pay for same, and the Owner shall have no claim or right to the Purchase Price of Facilities or Discrete Components hereunder, except as otherwise may be provided in such written consent. In any event, this Acquisition Agreement shall terminate upon the earlier of (i) ten (10) years following the issuance of building permits for all dwelling units expected to be built within the District, (ii) the funding of all Facilities pursuant to this Acquisition Agreement, or (iii) December 31, 2029. Notwithstanding the foregoing, this Acquisition Agreement shall not terminate pursuant to (iii) of the previous sentence if, on December 31, 2029, all of the building permits within the District have been pulled, construction within the District, as contemplated by the parties hereto, is ongoing, and bonds have not been issued to reimburse the Owner for completed Facilities.

Section 7.2 City Election to Terminate for Cause. The following events shall constitute grounds for the City, at its option and in its sole discretion, to terminate this Acquisition Agreement, without the consent of the Owner:

(a) The Owner shall voluntarily file for reorganization or other relief under any Federal or State bankruptcy or insolvency law.

(b) The Owner shall have any involuntary bankruptcy or insolvency action filed against it, or shall suffer a trustee in bankruptcy or insolvency or receiver to take possession of the assets of Owner, or shall suffer an attachment or levy of execution to be made against the property it owns within the District unless, in any of such cases, such circumstance shall have been terminated or released within ninety (90) days thereafter.

(c) The Owner shall abandon construction of the Facilities. Failure for a period of six consecutive months to undertake substantial work related to the construction of Facilities that are required to be constructed at that time pursuant to the Conditions of Approval, other than for a reason specified in Section 7.3 hereof, shall constitute a non-inclusive example of such abandonment.

(d) The Owner shall breach any material covenant or default in the performance of any material obligation hereunder.

(e) The Owner shall transfer any of its rights or obligations under this Acquisition Agreement without the prior written consent of the City or as otherwise permitted hereunder.

(f) The Owner shall have made any material misrepresentation or omission of any written materials furnished in connection with any preliminary official statement, official statement or bond purchase contract used in connection with the sale of any series of the Bonds.

If any such event occurs, the City shall give written notice of its knowledge thereof to the Owner, and the Owner agrees to meet and confer with the Director and other appropriate City staff and consultants as to options available to assure timely completion of the Facilities. Such options may include, but not be limited to the termination of this Acquisition Agreement by the City. If the City elects to terminate this Acquisition Agreement, the City shall first notify the Owner (and any mortgagee or trust deed beneficiary specified in writing by the Owner to the City to receive such notice) of the grounds for such termination and allow the Owner a reasonable period (minimum of thirty (30) days) to eliminate or mitigate to the satisfaction of the Director the grounds for such termination. Such period may be extended, at the sole discretion of the City, if the Owner, to the satisfaction of the City, is proceeding with diligence to eliminate or mitigate such grounds for termination. If at the end of such period (and any extension thereof, as determined solely by the City), the Owner has not eliminated or completely mitigated such grounds, to the satisfaction of the City, the City may then terminate this Acquisition Agreement.

Notwithstanding the foregoing, so long as any event listed in any of clauses (a) through and including (f) above has occurred, notice of which has been given by the City to the Owner, and such event has not been cured or otherwise eliminated by the Owner, the City may in its sole discretion cease making payments for the Purchase Price of Facilities or Discrete Components under Article V hereof.

Section 7.3 Force Majeure. Whenever performance is required of a party hereunder, that party shall use all due diligence and take all necessary measures in good faith to perform, but if completion of performance is delayed by reasons of floods, earthquakes, inclement weather or other acts of God, war, civil commotion, riots, strikes, acts of terrorism, picketing, other labor disputes, damage to work in progress by casualty, government shutdowns, moratoria or other restrictive laws or regulations, or the acts, omissions or breach of agreement by the other party to this Acquisition Agreement or its agents, contractors or subcontractors, or by other cause beyond the reasonable control of the party (financial inability excepted), then the specified time for performance shall be extended by the amount of the delay actually so caused.

**ARTICLE VIII
MISCELLANEOUS**

Section 8.1 Limited Liability of City. The Owner agrees that any and all obligations of the City arising out of or related to this Acquisition Agreement are special and limited obligations of the District and City and the City's obligations to make any payments hereunder are restricted entirely to the moneys, if any, in the Improvement Fund and from no other source. No member of the City Council, or City staff member, employee or agent shall incur any liability hereunder to the Owner or any other party in their individual capacities by reason of their actions hereunder or execution hereof.

Section 8.2 Excess Costs. Subject to the limitations of this Acquisition Agreement, the Owner agrees to pay all costs of the Facilities that it is obligated to construct in excess of the monies available therefor in the Improvement Fund.

Section 8.3 Review of Records. The Director and/or the Finance Manager or other finance officer of the City shall have the right, during normal business hours and upon the giving of two (2) business days prior written notice to the Owner, to review all books and records of the Owner pertaining to the Actual Cost incurred by the Owner in to any of the Facilities, and any bids taken or received for the construction thereof or materials therefor. Owner shall have the right, during normal business hours and upon the giving of two (2) business days prior written notice to the Finance Manager, to review all books and records of the City and District pertaining to the Special Taxes and Bonds and DIFs.

Section 8.4 Attorney's Fees. In the event that any action or suit is instituted by either party against the other arising out of this Acquisition Agreement, the party in whose favor final judgment shall be entered shall be entitled to recover from the other party all costs and expenses of suit, including reasonable attorneys' fees.

Section 8.5 Notices. Any notice, payment or instrument required or permitted by this Acquisition Agreement to be given or delivered to either party shall be deemed to have been received when personally delivered, or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by overnight delivery an original of the same within twenty-four hours after such transmission), addressed as follows:

City and District:	City of Beaumont 550 East 6 th Street Beaumont, CA 92223
--------------------	---

Attention: City Manager, City Clerk

With a copy to: John Pinkney
Slovak Baron Empey Murphy & Pinkney, LLP
1800 E. Tahquitz Canyon Way
Palm Springs, CA 92262

Owner: Pardee Homes
1250 Corona Pointe Court, Suite 600
Corona, California 92879
Attention: Mike Taylor, Jeff Chambers

With a copy to: John P. Yeager
O'Neil LLP
19900 MacArthur Boulevard, Suite 1050
Irvine, CA 92612

Each party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

Section 8.6 Severability. If any part of this Acquisition Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Acquisition Agreement shall be given effect to the fullest extent possible.

Section 8.7 Successors and Assigns. This Acquisition Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This Acquisition Agreement shall not be assigned by the Owner, except in whole to an Affiliate, or to any other entity of which the Owner and/or its members or partners will be managing members or general partners which assume all of the Owner's obligations hereunder (which transfer is expressly authorized hereunder, upon notice to the City without further act of the City), without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. In connection with any required consent of the City, the City may condition its consent upon the acceptability of the financial condition of the proposed assignee, the assignee's express assumption of all obligations of the Owner hereunder, and/or upon any other factor which the City deems relevant in the circumstances. In any event, any such assignment shall be in writing, shall clearly identify the scope of the rights and/or obligations assigned, and shall not be effective until approved by the City. Without the City's written consent, no assignment shall release the Owner from its obligations and liabilities under this Acquisition Agreement.

Section 8.8 Other Agreements. The obligations of the Owner hereunder shall be those of a party hereto and not as an owner of property in the District. Nothing herein shall be construed as affecting the City's or the Owner's rights, or duties to perform their respective obligations, under other agreements, if any, use regulations or subdivision requirements relating to the development of the lands in the District. This Acquisition Agreement shall not confer any additional rights, or waive any rights given, by either party hereto under any development or other agreement to which they are a party.

Section 8.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Acquisition Agreement by the other party, or the failure by a party to exercise its

rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Acquisition Agreement thereafter.

Section 8.10 Merger. No other agreement, statement or promise made by any party or any employee, officer or agent of any party with respect to any matters covered hereby that is not in writing and signed by all the parties to this Acquisition Agreement shall be binding.

Section 8.11 Parties in Interest. Nothing in this Acquisition Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City, the District and the Owner any rights, remedies or claims under or by reason of this Acquisition Agreement or any covenants, conditions or stipulations hereof; and all covenants, conditions, promises, and agreements in this Acquisition Agreement contained by or on behalf of the City, the District or the Owner shall be for the sole and exclusive benefit of the City, the District and the Owner.

Section 8.12 Amendment. This Acquisition Agreement may be amended, from time to time, by written Supplement hereto and executed by the City, the District and the Owner; provided, further, that Exhibit A may be modified to add additional authorized facilities or make adjustments to the existing Facilities only with the written approval of the City Council and the Owner.

Section 8.13 Counterparts. This Acquisition Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 8.14 Termination. This Acquisition Agreement shall terminate and be of no further force as of December 31, 2024, unless extended by agreement of all the parties. If the Acquisition Agreement is terminated as provided herein, none of the City, the District or the Owner shall have any further responsibility or liability pursuant to this Acquisition Agreement. Upon the termination of this Agreement, the City shall direct the use of any remaining Bond or Special Tax proceeds to complete any remaining authorized facilities, redeem Bonds or use in any way permitted by the Act.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Acquisition Agreement as of the day and year first-above written.

CITY OF BEAUMONT

By: _____

ATTESTED TO:

City Clerk

CITY OF BEAUMONT COMMUNITY FACILITIES
DISTRICT NO. 2019-1

By: _____

ATTESTED TO:

City Clerk

PARDEE HOMES,
a California corporation

By: _____

Name: _____

Title: _____

**ACQUISITION AGREEMENT
(CFD NO. 2019-1)**

EXHIBIT A

**DESCRIPTION OF FACILITIES AND DISCRETE COMPONENTS ELIGIBLE FOR
ACQUISITION FROM THE OWNER**

Facility ¹	Estimated Cost
Cherry Avenue Street Improvements	\$ 954,607
Storm Drain Improvements along Cherry Avenue	1,353,209
Sewer Improvements along Cherry Avenue	4,118

¹ The description of the above Facilities shall also include any appurtenant cost required for completion of such Facility including, but not limited to, grading, wet utility improvements, paving, dry utilities, performance bonds, design, planning, and engineering costs, etc.

ACQUISITION AGREEMENT

EXHIBIT B

FORM OF PAYMENT REQUEST (FACILITIES)

PAYMENT REQUEST NO. ____

The undersigned (the "Owner"), hereby requests payment to the Payees listed on Attachment 2 in the total amount of \$_____ for the Facilities (as defined in the Acquisition Agreement, dated as of _____, 2019 by and among the City of Beaumont (the "City"), the City of Beaumont Community Facilities District No. 2019-1 and the Owner), or Discrete Components thereof (as described in Exhibit A to that Acquisition Agreement), all as more fully described in Attachment 1 hereto. In connection with this Payment Request, the undersigned hereby represents and warrants to the City as follows:

1. He (she) is a duly authorized officer of the Owner, qualified to execute this Payment Request for payment on behalf of the Owner and is knowledgeable as to the matters set forth herein.

2. All costs of the Facilities or Discrete Components thereof for which payment is requested hereby are Actual Costs (as defined in the Acquisition Agreement referenced above) and have not been inflated or misrepresented in any respect. The items for which payment is requested have not been the subject of any prior payment request submitted to the City.

3. Supporting documentation (such as third party invoices) is attached with respect to each cost for which payment is requested.

4. There has been full compliance with applicable laws relating to prevailing wages for the work to construct the Facilities or Discrete Components thereof for which payment is requested.

5. The Facilities or Discrete Components thereof for which payment is requested were constructed in accordance with all applicable City or other governmental standards, and in accordance with Plans approved by the City.

6. The Owner is in compliance with the terms and provisions of the Acquisition Agreement.

7. The Purchase Price for each Facility or Discrete Component (a detailed calculation of which is shown in Attachment 2 hereto for each such Facility or Discrete Component), has been calculated in conformance with the terms of the Acquisition Agreement.

I hereby declare under penalty of perjury that the above representations and warranties are true and correct.

Dated: _____

OWNER:
PARDEE HOMES,
a California corporation

By: _____
Name: _____
Title: _____

Dated: _____

CITY:

Payment Request Approved for Submission to
Finance Manager

By: _____
Director of Public Works

ACQUISITION AGREEMENT

ATTACHMENT 1

EXHIBIT B

[List here all Facilities or Discrete Components thereafter which payment is requested, and attach support documentation.]

ACQUISITION AGREEMENT

ATTACHMENT 2

EXHIBIT B

CALCULATION OF PURCHASE PRICE

[Use a separate sheet for each Facility or Discrete Component
for which payment is being requested]

- | | | |
|----|---|----|
| 1. | Description (by reference to Exhibit A to the Acquisition Agreement)
of the Facility or Discrete Component | \$ |
| 2. | Actual Cost (list here total of supporting invoices and/or other
documentation supporting determination of Actual Cost): | \$ |
| 3. | Subtractions from Purchase Price: | \$ |
| | A. Holdback for Lien releases (if any, see Section 3.4 of the
Acquisition Agreement) | \$ |
| | B. Retention (if any, see Section 3.4 of the Acquisition
Agreement) | \$ |
| 4. | Total disbursement requested (Amount listed in 2, less amounts, if any,
listed in 3) | \$ |

Payment shall be directed to following payee(s):

I hereby declare under penalty of perjury that the above representations and warranties are true and correct.

OWNER:

Dated: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

CITY:

Payment Request Approved for Submission to
Finance Manager

Dated: _____

By: _____

Director of Public Works

ACQUISITION AGREEMENT

EXHIBIT C

CITY CFD POLICIES

Staff Report

TO: Mayor and City Council Members
 FROM: Todd Parton, City Manager
 DATE: March 5, 2019
 SUBJECT: Approval of Acquisition Agreement in connection with Community Facilities District No. 2019-1 (the "District")

Background and Analysis:

Subsequent to a noticed public hearing on March 5, 2019, which was continued from February 19, 2019, the City Council will consider adoption of resolutions which establish the District, authorize the levy of a special tax within the District, determine the necessity to incur bonded indebtedness within the District, and call an election within the District on the proposition of incurring bonded indebtedness, levying a special tax and setting an appropriations limit within the District. A landowner election will then take place on March 5, 2019, to approve a rate and method of apportionment of special tax for the District.

The City, the District and Pardee Homes ("Pardee"), the developer within the District, desire to enter into an Acquisition Agreement pursuant to which Pardee will be reimbursed for the costs relating to the design and construction of certain capital improvements from the Special Tax proceeds and bonds secured thereby.

The City Council will consider whether to approve the execution and delivery of the Acquisition Agreement as an action item.

Fiscal Impact:

None. The Acquisition Agreement merely sets forth the process by which Pardee will be reimbursed from Special Tax proceeds and bond secured thereby.

Finance Director Review: _____

Recommendation:

1. Approve as an action item, an action of the City Council of the City of Beaumont to authorize the execution and delivery of an Acquisition Agreement relating to

Community Facilities District No. 2019-1 of the City of Beaumont and approving certain documents and taking certain other actions in connection therewith.

Attachments:

A. Acquisition Agreement

City Manager Review: _____

ACQUISITION AGREEMENT

by and among

CITY OF BEAUMONT,

CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 2019-1

and

PARDEE HOMES

Dated as of _____ 1, 2019

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List of Exhibits

- Exhibit A: Description of Authorized Facilities and Discrete Components Eligible for Acquisition from the Owner
- Exhibit B: Form of Payment Request (Facilities)
- Exhibit C: City CFD Policies

THIS ACQUISITION AGREEMENT (the "Acquisition Agreement"), dated as of _____ 1, 2019, is by and among the CITY OF BEAUMONT, a general law city (the "City"), the CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 2019-1, a community facilities district created pursuant to the Act (defined herein) (the "District"), and PARDEE HOMES, a California corporation (the "Owner").

RECITALS

A. **The District.** The City Council of the City has established the District under the Act for the financing of, among other things, the acquisition, construction and installation of public facilities identified in the proceedings to form the District therein, which include the facilities listed in Exhibit A hereto (the "Facilities").

B. **The Development.** The land within the District is currently expected to be developed with 118 dwelling units as part of a master-planned community commonly known as "Sundance."

C. **The Facilities.** As part of the District formation proceedings, the Facilities were authorized to be acquired by the District, and the District proceedings contemplated that acquisition agreements would be entered into from time to time to describe the terms of such acquisition. The Facilities are within or serve the City and the City and the Owner will benefit from a coordinated plan of design, engineering and construction of the Facilities and the development of the land within the District. The facilities that are eligible for acquisition by the City from the Owner under this Acquisition Agreement are only the Facilities listed in Exhibit A hereto, as such Exhibit may be amended and/or supplemented by any Supplement approved by the City and Owner.

D. **The Financing.** In order to facilitate development within the District, the Owner, the District and the City wish to enter into this Acquisition Agreement to finance the acquisition of the Facilities, as defined below, and provide for the payment of the Facilities and Discrete Components thereof as shown in Exhibit A hereto (as it may be amended and supplemented by any Supplement).

E. **The Bonds.** The District may proceed with the authorization and issuance of the Bonds in one or more series under the Act and the Indenture, the proceeds of which Bonds shall be used, in part, to finance the Facilities.

F. **No Advantage to City Construction.** The City, by its approval of this Acquisition Agreement, has determined that it will obtain no advantage from undertaking the construction by the City directly of the Facilities and that the provisions of this Acquisition Agreement require that the Facilities constructed by the Owner and acquired with the funds in the Improvement Fund, as defined below, be constructed as if they had been constructed under the direction and supervision of the City. The Owner hereby represents that it has experience in the supervision of the construction of improvements of the character of the Facilities.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, the District and the Owner agree that the foregoing recitals, as applicable to each, are true and correct and further make the agreements set forth herein.

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. The following terms shall have the meanings ascribed to them in this Section 1.1 for purposes of this Acquisition Agreement. Unless otherwise indicated, any other terms, capitalized or not, when used herein shall have the meanings ascribed to them in the Indenture (as hereinafter defined).

“Acceptable Title” means title to land or interest therein, in form acceptable to the Director, free and clear of all liens, taxes, assessments, leases, easements and encumbrances, whether or not recorded, but subject to any exceptions determined by the Director as not interfering with the actual or intended use of the land or interest therein. Notwithstanding the foregoing, an irrevocable offer of dedication may constitute land with an “Acceptable Title” if: (i) such offer is necessary to satisfy a condition to a tentative or final parcel map, (ii) such offer is in a form acceptable to the Director, (iii) the Director has no reason to believe that such offer of dedication will not be accepted by the applicable public agency, and (iv) the Owner commits in writing not to allow any liens to be imposed on such property prior to its acceptance.

“Acceptance Date” means the date the City Council (or other public entity which is to own a Facility) takes final action to accept dedication of or transfer of title to a Facility.

“Acquisition Agreement” means this Acquisition Agreement, together with any Supplement hereto.

“Act” means the Mello-Roos Community Facilities Act of 1982, Section 53311 et seq. of the California Government Code, as amended.

“Actual Cost” means the substantiated cost of a Facility or a Discrete Component, which costs may include: (i) the costs incurred for the construction of such Facility or Discrete Component, (ii) the costs incurred in preparing the Plans for such Facility or Discrete Component and the related costs of environmental evaluations of the Facility or Discrete Component, (iii) the fees paid to governmental agencies or utilities for obtaining permits, licenses or other governmental approvals for such Facility or Discrete Component, (iv) professional costs incurred that are associated with such Facility or Discrete Component, such as construction management and supervision (not to exceed 15% of the costs in (i) above), engineering, legal, accounting, inspection, construction staking, materials testing and similar professional services; and (v) the costs directly related to the construction and/or acquisition of a Facility or Discrete Component, such as costs of payment, performance and/or maintenance bonds, and insurance costs (including costs of any title insurance required hereunder) (but excluding the cost of real property unless paid to unrelated third parties).

“Affiliate” means any entity with respect to which fifty percent (50%) or more of the ownership or voting power is held individually or collectively by any of the Owner and any other entity owned, controlled or under common ownership or control by or with, as applicable, the Owner, and includes all general partners of any entity which is a partnership. Control shall mean ownership of fifty percent (50%) or more of the voting power of or ownership interest in the respective entity.

“Bonds” means the bonds to be issued by the District pursuant to the Act in one or more series.

“City” means the City of Beaumont, a general law city.

“Conditions of Approval” means, with respect to any portion of the property within the District, the conditions of approval of all land use entitlements approved by the City and the conditions of any development agreement, subdivision improvement agreement or other agreement between the Owner and the City relating to such property which conditions must be satisfied in order to develop such property.

“County” means the County of Riverside, California.

“Director” means the Director of Public Works of the City, or his or her written designee acting as such under this Acquisition Agreement.

“Discrete Component” means a component of a Facility that the Director has agreed can be separately identified, inspected and completed, and be the subject of a Payment Request hereunder. The Discrete Components are described in Exhibit A hereto.

“District” means the City of Beaumont Community Facilities District No. 2019-1, created by the City under the Act.

“Facilities” means the facilities described in Exhibit A hereto which are to be acquired with the proceeds of the Special Taxes and Bonds.

“Financing Policies” means the City of Beaumont’s Goals and Policies for Community Facilities Districts, as adopted May 8, 1995 by Resolution No. 1995-23, attached hereto as Exhibit C.

“Improvement Fund” means, (a) prior to the initial issuance of Bonds, the fund or account established by the City for the District, howsoever denominated, into which Net Proceeds of the Special Taxes are to be deposited, and (b) from and after the initial issuance of Bonds, the fund or account established under the Indenture for such Bonds, howsoever denominated, into which Net Proceeds of Bonds and Special Taxes are to be deposited.

“Indenture” means the bond indenture or similar document between the City and the Trustee for the District, providing for, among other matters, the issuance of the Bonds and the establishment of the Improvement Fund, as it may be amended from time to time.

“Net Proceeds” means (a) with respect to Special Taxes, the proceeds of such Special Taxes received prior to the initial issuance of Bonds and remaining after the payment or setting aside of, or provision for, administrative expenses of the District, and (b) with respect to Bonds, the proceeds of such Bonds remaining after the payment or setting aside of, or provisions for (i) the underwriter’s discount for such Bonds, (ii) the costs of issuance of such Bonds, including the costs of authorizing the Special Taxes and Bonds of the District incurred by the City and Owner, (iii) any required reserve fund deposit for such Bonds, (iv) capitalized interest on such Bonds, and (v) pre funded administrative expenses of the District.

“Owner” means Pardee Homes, a California corporation, and its successors or assigns to the extent permitted under Section 8.7 hereof.

“Payment Request” means a document, substantially in the form of Exhibit B hereto, to be used by the Owner in requesting payment of a Purchase Price.

“Plans” means the plans, specifications, schedules and related construction contracts for the Facilities and/or any Discrete Components thereof approved pursuant to the applicable standards of the City.

“Purchase Price” means the amount paid by the District for a Facility and/or any Discrete Components thereof determined in accordance with Article III hereof, being an amount equal to the Actual Cost of such Facility or Discrete Component, but subject to the limitations and reductions provided for in Article III.

“Rate and Method” means the rate and method of apportionment of the special taxes of the District approved by the qualified electors of the District.

“Special Taxes” means the special taxes for facilities in the District levied in accordance with the Rate and Method.

“Supplement” means a written document amending, supplementing or otherwise modifying this Acquisition Agreement and any exhibit hereto, including any amendments to the list of Discrete Components in Exhibit A, and/or the addition to Exhibit A of additional Facilities (and Discrete Components) to be financed with the proceeds of the Bonds deposited in the Improvement Fund eligible to be financed by the District.

“Trustee” means a financial institution in its capacity as trustee or fiscal agent under the Indenture, or any successor thereto acting as trustee or fiscal agent under the Indenture.

ARTICLE II

FUNDING

Section 2.1 Issuance of Bonds. Upon the written request of the Owner or City, the Owner and the City staff shall meet regarding the amount, timing and other material aspects of each series of the Bonds. The legal proceedings for the issuance of the Bonds and the series, principal amounts, rates, terms, conditions and timing of the sale of the Bonds shall be in all respects be solely determined by the City Council of the City, acting as the governing body of the District, in accordance with this Acquisition Agreement; provided that, subject to satisfaction of the applicable Financing Policies, sound municipal financing practices and the requirements of this Acquisition Agreement, as soon as possible following the execution of this Acquisition Agreement the City shall use commercially reasonable efforts to cause the District to issue and sell the Bonds in an amount sufficient to fund the Facilities. For purposes of sizing each series of Bonds, the priority annual administrative expense shall be \$30,000 for the District.

Prior to the Bonds being issued for the District, the Owner will be required to provide all information regarding the development of its property within the District, including the financing plan for such development, which is necessary to ensure that the official statement for such Bonds complies with the requirements of all applicable federal and state securities laws, including without limitation Rule 15c2-12 and Rule 10(b)-5 of the Securities and Exchange Commission (the “Commission”). Moreover, each property owner which is responsible for twenty percent (20%) or more of the maximum special tax within the District at the time each series of Bonds are issued (each a “Major Landowner”) will be required to enter into a continuing disclosure agreement to provide such continuing disclosure pertaining to the development of the land owned by such Major

Landowner in the District as necessary to assist the underwriter of the series of Bonds in complying with the continuing disclosure requirements of Rule 15c2-12 of the Commission and/or in marketing the Bonds. Each Major Landowner shall be required to execute a certificate in connection with each public sale of Bonds pursuant to which the Major Landowner shall indemnify and hold harmless City from claims arising from, or based upon, any untrue statement or alleged untrue statement of a material fact or omission or alleged omission of a material fact in the above-referenced information.

Section 2.2 Special Taxes and Bonds. Prior to the issuance of the first series of Bonds for the District, the “Assigned Special Tax” has been and shall continue to be levied in each fiscal year on parcels classified as “Developed Property” pursuant to and as defined in the Rate and Method. The Net Proceeds of such Special Taxes have been and shall continue to be deposited in the Improvement Fund. In addition, the proceeds of each full or partial prepayment of Special Taxes attributable to eligible facilities prior to the issuance of Bonds shall be deposited in the Improvement Fund. The City, the District and the Owner are entering into this Acquisition Agreement and authorized the levy of the Special Taxes for the purpose of creating and allocating certain streams of revenues that are or will be available to pay directly or reimburse the costs of acquisition and construction of the Facilities and to pay debt service on Bonds and other indebtedness of the District. The District hereby irrevocably pledges the Net Proceeds of Special Taxes to the Owner for the reimbursement of costs of the Facilities, subordinate only to the payment of debt service on Bonds issued to fund such costs. Following the issuance of the Bonds, the District shall have no obligation to levy Special Taxes to pay directly for the costs of reimbursing or paying the Developer for the Facilities. The Owner, the City and the District hereby acknowledge and agree that any reduction or termination of the Special Taxes by exercise of the initiative power or the exercise of discretion of the City or the District would constitute a substantial impairment of revenue stream of Special Taxes that the Owner, the City and the District intend to create for the purpose of providing an assured source of funding for such costs.

Section 2.3 Net Proceeds. The proceeds of the Bonds shall be deposited, held, invested, reinvested and disbursed as provided in the Indenture. The Net Proceeds of the Bonds will be set aside under the Indenture in the Improvement Fund. Moneys in the Improvement Fund shall be withdrawn therefrom in accordance with the provisions of the Indenture and the applicable provisions hereof for payment of all or a portion of the costs of construction and/or acquisition of the Facilities (including payment of the Purchase Price of Discrete Components thereof) all as herein provided. Funds in the Improvement Fund shall be reserved and disbursed in accordance with this Acquisition Agreement.

The Owner acknowledges that any lack of availability of amounts in the Improvement Fund to pay the Purchase Price of Facilities or any Discrete Components thereof shall in no way diminish any obligation of the Owner with respect to the construction of or contributions for public facilities and mitigation measures required by the Conditions of Approval or any subdivision, development or other agreement to which the Owner is a party, or any governmental approval to which the Owner or any land within the District are subject.

Section 2.4 Disclosure of Special Tax. Copies of the executed “Notice of Special Tax” required by California Government Code Section 53341.5 provided to the purchaser of real property within the District shall be provided to the City Director of Finance. The Director of Finance’s receipt of such “Notice of Special Tax” shall not be construed as City or District approval of the form of Notice or in any way make the City or District liable for deficiencies in such “Notice of Special Tax.” Owner agrees to retain copies of the Notice of Special Tax it has provided to homebuyers

within the District for a period of three (3) years and to provide them to the City upon City's written request.

ARTICLE III

CONSTRUCTION AND ACQUISITION OF FACILITIES

Section 3.1 Duty of Owner to Construct. All Facilities and Discrete Components thereof to be acquired hereunder shall have been constructed at the direction of the Owner in accordance with the approved Plans following the solicitation of competitive bids. The Owner shall have employed at all times adequate staff or consultants with the requisite experience necessary to bid, administer and coordinate all work related to the design, engineering, acquisition, construction and installation of the Facilities to be acquired by the City from the Owner hereunder.

Section 3.2 Inspection. No payment hereunder shall be made by the City to the Owner for a Facility or Discrete Component thereof until the Facility or Discrete Component thereof has been inspected and found to be completed in accordance with the Plans by the City or other applicable public entity or utility. However, due to the age of some of the Facilities it is understood that normal wear and tear and aging may have occurred which shall not be a basis for denial. The City shall make or cause to be made periodic site inspections of the Facilities or Discrete Components to be acquired hereunder on a timely basis; provided that in no event shall the City incur any liability for any delay in the inspection of any Facilities or Discrete Components. For Facilities to be acquired by other public entities or utilities, the Owner shall be responsible for obtaining such inspections and providing written evidence thereof to the Director. The Owner agrees to pay all inspection, permit and other similar fees of the City applicable to construction of the Facilities.

Section 3.3 Agreement to Sell and Acquire Facilities. The Owner hereby agrees to sell the Facilities and Discrete Components listed in Exhibit A hereto to the City and the City hereby agrees to use amounts in the Improvement Fund to pay the Purchase Price of each of such Facilities and Discrete Components to the Owner, subject to the terms and conditions hereof. The City shall not be obligated to acquire any Facility or Discrete Component until the Facility or Discrete Component is completed and the Acceptance Date for such Facility or Discrete Component has occurred; provided that the City has agreed hereunder to make payments to the Owner for certain Discrete Components of Facilities as shown in Exhibit A hereto. The Owner acknowledges that the Discrete Components have been identified for payment purposes only, and that the City shall not accept a Facility of which a Discrete Component is a part until the entire Facility has been completed. The City acknowledges that the Discrete Components do not have to be accepted by the City as a condition precedent to the payment of the Purchase Price therefor, but any such payment shall not be made until the Discrete Component has been completed in accordance with the Plans therefor, as determined by the Director. In any event, the City shall not be obligated to pay the Purchase Price for any Facility or Discrete Component except from the moneys in the Improvement Fund.

Section 3.4 Payment Requests. In order to receive the Purchase Price for a completed Facility or Discrete Component, inspection thereof under Section 3.1 shall have been made and the Owner shall deliver to the Director: (i) a Payment Request in the form of Exhibit B hereto for such Facility or Discrete Component, together with all attachments and exhibits required by Exhibit B and this Section 3.3 to be included therewith (including, but not limited to Attachments 1 and 2 to Exhibit B), and (ii) if payment is requested for a completed Facility, (a) if the property on which the

Facility is located is not owned by the City at the time of the request, a copy of the recorded documents conveying to the City Acceptable Title to the real property on, in or over which such Facility is located, as described in Section 4.1 hereof, (b) to the extent paid for with the proceeds of the Bonds, an assignment to the District of any reimbursements that may be payable with respect to the Facility, such as public or private utility reimbursements, and (c) an assignment of warranties and guaranties for such Facility, as described in Section 4.5 hereof, in a form acceptable to the City.

Upon receipt of a Payment Request (and all accompanying documentation), the Director shall conduct a review in order to confirm that such request is complete, that such Discrete Component or Facility identified therein was constructed in accordance with the Plans therefor, and to verify and approve the Actual Cost of such Discrete Component or Facility specified in such Payment Request. The Director shall also conduct such review as is required in his discretion to confirm the matters certified in the Payment Request. The Owner agrees to cooperate with the Director in conducting each such review and to provide the Director with such additional information and documentation as is reasonably necessary for the Director to conclude each such review. For any Facilities to be acquired by another public entity or utility, the Owner shall provide evidence acceptable to the Director that such Facilities are acceptable to such entity or utility. Within fifteen (15) business days of receipt of any Payment Request, the Director expects to review the request for completeness and notify the Owner whether such Payment Request is complete, and, if not, what additional documentation must be provided. If such Payment Request is complete, the Director expects to provide a written approval or denial (specifying the reason for any denial) of the request within thirty (30) calendar days of its submittal. However, the Facilities documentation will be delivered by Owner to City in large quantities which may be beyond the ability of City to process, in accordance with the forgoing timeframes. At the request of City or Owner, City may engage an outside contractor to review and process the Facilities documentation on behalf of the City the cost of which shall be borne by Owner subject to a written agreement executed by City and Owner. If a Payment Request seeking reimbursement for more than one Facility or Discrete Component is denied, the Director shall state whether the Payment Request is nevertheless approved and complete for any one or more Facilities or Discrete Components and any such Facilities or Discrete Components shall be processed for payment under Section 3.4 notwithstanding such partial denial. The City's and District's Costs associated with the acquisition of Facilities and processing of Payment Requests shall be reimbursed from the Improvement Fund or from amounts advanced by the Owner to the extent insufficient funds are on deposit in the Improvement Fund, which advances may be later reimbursed to the Owner out of the Improvement Fund.

Section 3.5 Payment. Upon approval of the Payment Request by the Director, the Director shall sign the Payment Request and forward the same to the City Director of Finance. Upon receipt of the reviewed and fully signed Payment Request, the City Director of Finance shall, within the then current City financial accounting payment cycle but in any event within fifteen (15) business days of receipt of the approved Payment Request, cause the same to be paid by the Trustee under the applicable provisions of the Indenture, to the extent of funds then on deposit in the Improvement Fund. Any approved Payment Request not paid due to an insufficiency of funds in the Improvement Fund, shall be paid promptly following the deposit into the Improvement Fund of proceeds of any investment earnings or other amounts transferred to the Improvement Fund under the terms of the Indenture.

The Purchase Price paid hereunder for any Facility or Discrete Component shall constitute payment in full for such Facility or Discrete Component, including, without limitation, payment for all labor, materials, equipment, tools and services used or incorporated in the work, supervision,

administration, overhead, expenses and any and all other things required, furnished or incurred for completion of such Facility or Discrete Component, as specified in the Plans.

The City shall withhold payment for any Discrete Component or Facility constructed on land not already owned by the City or other public entity, until Acceptable Title to such land is conveyed to the City or other public entity that will own the respective Facility, as described in Article IV hereof.

The City shall be entitled to withhold any payment hereunder for a Facility or Discrete Component that is the subject of a Payment Request until it is satisfied that any and all claims for labor and materials have been paid by the Owner for the Facility or Discrete Component that is the subject of a Payment Request, or conditional lien releases (and/or unconditional lien releases) have been provided by the Owner for such Facility or Discrete Component. The City, in its discretion, may waive this limitation upon the provision by the Owner of sureties, undertakings, securities and/or bonds of the Owner or appropriate contractors or subcontractors and deemed satisfactory by the Director to assure payment of such claims.

The City shall be entitled to withhold payment for any Facility (or final Discrete Component) hereunder to be owned by the City until: (i) the Director determines that the Facility is ready for its intended use, and (ii) the Acceptance Date for the Facility has occurred and the requirements of Section 4.1, if applicable to such Facility, have been satisfied. The City hereby agrees that the Owner shall have the right to post or cause the appropriate contractor or subcontractor to post a bond with the City to indemnify it for any losses sustained by the City because of any liens that may exist at the time of acceptance of such a Facility, so long as such bond is drawn on an obligor and is otherwise in a form acceptable to the Director. The City shall be entitled to withhold payment for any Facility (or the final Discrete Component of any such Facility) to be owned by other governmental entities, until the Owner provides the Director with evidence that the governmental entity has accepted dedication of and/or title to the Facility. If the Director determines that a Facility is not ready for intended use under (i) above, the Director shall so notify the Owner as soon as reasonably practicable in writing specifying the reason(s) therefor.

Nothing in this Acquisition Agreement shall be deemed to prohibit the Owner from contesting in good faith the validity or amount of any mechanics or materialman's lien nor limit the remedies available to the Owner with respect thereto so long as such delay in performance shall not subject the Facilities or any Discrete Component thereof to foreclosure, forfeiture or sale. In the event that any such lien is contested, the Owner shall only be required to post or cause the delivery of a bond in an amount equal to the amount in dispute with respect to any such contested lien sufficient to cause the release of such lien, so long as such bond is drawn on an obligor and is otherwise in a form acceptable to the Director.

Subject to the last paragraph of this Section 3.5, the City shall withhold in the Improvement Fund an amount equal to ten percent (10%) of the Purchase Price of each Discrete Component to be paid hereunder other than the final Discrete Component of any Facility. Any such retention will be released to the Owner upon final completion and acceptance of the related Facility.

Notwithstanding the foregoing, the Owner shall be entitled to payment of any such retention upon the completion and acceptance of a Discrete Component, if securities meeting the requirements of the California Public Contracts Code are deposited in lieu thereof. Payment of any retention shall also be contingent upon the availability of monies in the Improvement Fund therefore. No retention

shall apply if the Owner proves to the Director's satisfaction that the Owner's contracts for the Discrete Components provide for the same retention as herein provided, so that the Purchase Price paid for the Discrete Component is at all times net of the required retention.

Section 3.6 Defective or Nonconforming Work. If any of the work done or materials furnished for a Facility or Discrete Component are found by the Director to be defective or not in accordance with the applicable Plans: (i) and such finding is made prior to payment for the Purchase Price of such Facility or Discrete Component hereunder, the City may withhold payment therefor until such defect or nonconformance is corrected to the satisfaction of the Director, or (ii) and such finding is made after payment of the Purchase Price of such Facility or Discrete Component, the City and the Owner shall act in accordance with the City's standard specification for public works construction.

ARTICLE IV

OWNERSHIP AND TRANSFER OF FACILITIES

Section 4.1 Facilities to be Owned by the City; Conveyance of Land and Easements to City. Acceptable Title to all property on, in or over which each Facility to be acquired by the City will be located, shall be deeded over to the City by way of grant deed, or dedication of such property, or easement thereon, if such conveyance of interest is approved by the City as being a sufficient interest therein to permit the City to properly own, operate and maintain such Facility located therein, thereon or thereover, and to permit the Owner to perform its obligations as set forth in this Acquisition Agreement. The Owner agrees to assist the City in obtaining such documents as are required to obtain Acceptable Title. Completion of the transfer of title to land shall be accomplished prior to the payment of the Purchase Price for a Facility (or the last Discrete Component thereof) and shall be evidenced by recordation of the acceptance thereof by the City Council or the designee thereof.

Section 4.2 Facilities to be Owned by the City; Title Evidence. The Owner shall furnish to the City a preliminary title report for land with respect to Facilities to be acquired by the City and not previously dedicated or otherwise conveyed to the City, for review and approval at least thirty (30) business days prior to the transfer of the Acceptable Title to a Facility to the City. The City shall approve the preliminary title report unless it reveals a matter which, in the judgment of the City, could materially affect the City's use and enjoyment of any part of the property or easement covered by the preliminary title report. In the event the City does not approve the preliminary title report, the City shall not be obligated to accept title to the land with respect to such Facility or pay the Purchase Price for such Facility (or the last Discrete Component thereof) until the Owner has cured such objections to title to the reasonable satisfaction of the City and caused a standard title insurance policy to be issued to the City with respect to such land in the amount of the Purchase Price. In the event the Owner cannot cure such objections to title, City agrees to consider the use of eminent domain pursuant to Section 4.3 hereof for such purpose.

Section 4.3 Facilities Constructed on Private Lands. If any Facilities to be acquired are located on privately-owned land, the owner thereof shall retain title to the land and the completed Facilities until acquisition of the Facilities under Article III hereof. Pending the completion of such transfer, the Owner shall not be entitled to receive any payment for any such Facility or the last Discrete Component thereof. The Owner shall, however, be entitled to receive payment for Discrete Components (other than the last Discrete Component) upon making an irrevocable offer of

dedication of such land in form and substance acceptable to the Director. Notwithstanding the foregoing, upon written request of the City before payment for any Discrete Component of such a Facility, the Owner shall convey or cause to be conveyed Acceptable Title thereto in the manner described in Sections 4.1 and 4.2 hereof.

It shall be the responsibility of the Owner to acquire all property rights on property which is not owned by the City or the Owner which is necessary for the construction of any of the Facilities. In the event, despite its exercise of best efforts to do so, the Owner is unable to acquire such property rights, the City shall in good faith consider the undertaking of proceedings to acquire such property rights through its exercise of the power of eminent domain, and the costs of such proceedings and acquisition shall be the responsibility of the Owner and shall comprise part of the Purchase Price of the related Facility.

Section 4.4 Facilities Constructed on City Land. If the Facilities to be acquired are on land owned by the City, including land as to which the City has acquired sufficient property rights in the manner described in Section 4.3 or otherwise, the City hereby grants to the Owner a license to enter upon such land for purposes related to the construction (and maintenance pending acquisition) of the Facilities. The provisions for inspection and acceptance of such Facilities otherwise provided herein shall apply.

Section 4.5 Maintenance and Warranties. The Owner shall maintain or cause to be maintained each Discrete Component in good and safe condition until the Acceptance Date of the Facility of which such Discrete Component is a part. Prior to the Acceptance Date, the Owner shall be responsible for performing any required maintenance on any completed Discrete Component or Facility. On or before the Acceptance Date of the Facility, the Owner shall assign to the City all of the Owner's rights in any warranties, guarantees, maintenance obligations or other evidence of contingent obligations of third persons with respect to such Facility. For each Facility to be owned by the City, the Owner shall provide a warranty bond reasonably acceptable in form and substance to the Director to remain in effect for a period of one year from the date of acceptance of each Facility. The City shall be responsible for maintenance of each Facility from and after the Acceptance Date thereof, except that with respect to landscaping improvements, the Owner shall maintain or cause to be maintained such landscape improvements for a period of one year following the Acceptance Date thereof or shall provide a bond reasonably acceptable in form and substance to the Director for such period and for such purpose (for landscaping improvements only, and for the posting of a warranty bond to remain in effect for one year as to other Facilities), to insure that defects, which appear within said period will be repaired, replaced, or corrected by the Owner, at its own cost and expense, to the satisfaction of the Director. The Owner shall commence to repair, replace or correct any such defects within thirty (30) days after written notice thereof by the City to the Owner, and shall complete such repairs, replacement or correction as soon as practicable. Any warranties, guarantees or other evidences of contingent obligations of third persons with respect to the Facilities to be acquired by the City shall be delivered to the Director as part of the transfer of title.

ARTICLE V INSURANCE

Section 5.1 Insurance Requirements. The Owner shall, at all times prior to the final Acceptance Date of all Facilities, maintain and deliver to the City evidence of and keep in full force and effect, not less than the following coverage and limits of insurance, which shall be maintained

with insurers and under forms of policies satisfactory to the Director: (i) Workers Compensation and Employer's Liability - Workers' Compensation - coverage as required by law; Employer's Liability - limits of at least \$1,000,000.00 per occurrence; (ii) Comprehensive General Liability - Combined Single Limit - \$2,000,000.00; (iii) Automobile Liability - Combined Single Limit - \$1,000,000.00; and (iv) Errors and Omissions Insurance - Combined Single Limit - \$2,000,000.00.

All of the Owner's insurance policies shall contain an endorsement providing that written notice shall be given to the City at least 30 calendar days prior to termination or cancellation of coverage of the policy.

The Comprehensive General Liability and Bodily Injury and Property Damage Liability policies shall contain the following:

(a) An endorsement extending coverage to the City and its agents as an additional insured, as respects liabilities arising out of the performance of any work related to the Facilities. Which insurance shall be primary insurance as respects the interest of the City, and any other insurance maintained by the City shall be excess and not contributing insurance with the insurance required hereunder.

(b) Severability of interest clause.

(c) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to contractual liability assumed by the Owner.

Promptly on execution of this Acquisition Agreement by the Owner, the Owner shall deliver to the Director copies of all required certificates of insurance and endorsements thereto on forms which are acceptable to the Director and the City Attorney.

The Owner shall require and verify similar insurance on the part of its contractors and subcontractors.

The foregoing requirements as to the types, limits and City approval of insurance coverage to be maintained by the Owner are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Owner under this Acquisition Agreement.

Any policy or policies of insurance that the Owner or its contractors or subcontractors elect to carry as insurance (i) against loss or damage to their construction equipment and tools or other personal property used in fulfillment of this Acquisition Agreement or a contract related to the Facilities shall include a provision waiving the insurer's right of subrogation against the City, and (ii) in fulfillment of this Acquisition Agreement involving a dual obligee bond may contain a clause to the effect that: "provided that Principal and Surety shall not be liable to the Obligees or any of them unless the Obligees or any of them have performed the obligations to the Principal in accordance with the terms of said contract; and provided, further, that Principal and Surety shall not be liable to all Obligees in the aggregate in excess of the penal sum above stated."

Section 5.2 Standards Applicable. The Owner may effect such coverage under blanket insurance policies, provided, however, that (i) such policies are written on a per occurrence basis, (ii) such policies comply in all other respects with the provisions of Section 5.1, and (iii) the protection afforded the City under any such policy shall be no less than that which would be

available under a separate, policy relating only to this Acquisition Agreement. All policies of insurance shall be with companies licensed or approved by the State of California Insurance Commissioner and rated (i) A or better with respect to primary levels of coverage, and (ii) B+12 or better with respect to excess levels of coverage, in the most recent edition of Best's Insurance Guide and shall be issued and delivered in accordance with State law and regulations.

Section 5.3 Evidence of Insurance. Prior to the Acceptance Date, the Owner shall furnish to the City, from time to time upon request of the Director, a certificate of insurance regarding each insurance policy required to be maintained by the Owner hereunder.

ARTICLE VI

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 6.1 Representations, Covenants and Warranties of the Owner. The Owner represents and warrants for the benefit of the City, as follows:

(a) **Organization.** Owner is a California corporation and is validly doing business and in good standing in the State of California, is in compliance with all applicable laws of the State, and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(b) **Authority.** The Owner has the power and authority to enter into this Acquisition Agreement, and has taken all action necessary to cause this Acquisition Agreement to be executed and delivered, and this Acquisition Agreement has been duly and validly executed and delivered by the Owner.

(c) **Binding Obligation.** This Acquisition Agreement is a legal, valid and binding obligation of the Owner, enforceable against the Owner in accordance with its terms, subject to bankruptcy and other equitable principles.

(d) **Compliance with Laws.** The Owner shall not with knowledge commit, suffer or permit any act to be done in, upon or to the lands of the Owner in the District or the Facilities in violation of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the lands in the District or the Facilities.

(e) **Requests for Payment.** The Owner represents and warrants that (i) it will not request payment from the City for the acquisition of any improvements that are not part of the Facilities, and (ii) it will diligently follow all procedures set forth in this Acquisition Agreement with respect to the Payment Requests.

(f) **Financial Records.** Until the final acceptance of the Facilities, the Owner covenants to maintain proper books of record and account for the construction of the Facilities and all costs related thereto. Which accounting books shall be maintained in accordance with generally accepted accounting principles, and shall be available for inspection by the City or its agent at any reasonable time during regular business hours on reasonable notice.

(g) **Prevailing Wages.** The Owner covenants that, with respect to any contracts or subcontracts for the construction of the Facilities to be acquired from the Owner hereunder, it has

assured complete compliance with any applicable law or regulation for the payment of prevailing wages for such construction.

(h) Plans. The Owner represents that it has obtained or will obtain approval of the Plans for the Facilities to be acquired from the Owner hereunder from all appropriate departments of the City and from any other public entity or public utility from which such approval must be obtained. The Owner further agrees that the Facilities to be acquired from the Owner hereunder have been or will be constructed in full compliance with such approved plans and specifications and any supplemental agreements (change orders) thereto, as approved in the same manner.

Section 6.2 Indemnification and Hold Harmless. The Owner shall assume the defense of, indemnify and save harmless the City, members of the City Council, their officers, officials, employees and agents and each of them, from and against all actions, damages, claims, losses or expense of every type and description to which they may be subjected or put, by reason of, or resulting from the breach of any provision of this Acquisition Agreement by the Owner, the Owner's or any other entity's negligent design, engineering and/or construction of any of the Facilities acquired from the Owner hereunder, the Owner's non-payment under contracts between the Owner and its consultants, engineer's, advisors, contractors, subcontractors and suppliers in the provision of the Facilities, any claims of persons employed by the Owner or its agents to construct the Facilities, claims for damages to persons or property related to the actions of Owner contemplated by this Acquisition Agreement or any claims arising out of any alleged misstatement of a material fact or omission of a material fact with respect to provisions in any Official Statement for the Bonds for which the Owner certifies in a customary certificate executed in connection with the printing of the Official Statement for such Bonds. Notwithstanding the foregoing, no indemnification is given hereunder for any action, damage, claim, loss or expense directly attributable solely to the intentional acts or negligence of the City, or its officers, directors, employees or agents hereunder.

No provision of this Acquisition Agreement shall in any way limit the Owner's responsibility for payment of damages resulting from the operations of the Owner, its agents, employees or its contractors.

ARTICLE VII TERMINATION

Section 7.1 Mutual Consent. This Acquisition Agreement may be terminated by the mutual, written consent of the City and the Owner, in which event the City may let contracts for any remaining work related to the Facilities not theretofore acquired from the Owner hereunder, and use all or any portion of the monies in the Improvement Fund to pay for same, and the Owner shall have no claim or right to the Purchase Price of Facilities or Discrete Components hereunder, except as otherwise may be provided in such written consent. In any event, this Acquisition Agreement shall terminate upon the earlier of (i) ten (10) years following the issuance of building permits for all dwelling units expected to be built within the District, (ii) the funding of all Facilities pursuant to this Acquisition Agreement, or (iii) December 31, 2029. Notwithstanding the foregoing, this Acquisition Agreement shall not terminate pursuant to (iii) of the previous sentence if, on December 31, 2029, all of the building permits within the District have been pulled, construction within the District, as contemplated by the parties hereto, is ongoing, and bonds have not been issued to reimburse the Owner for completed Facilities.

Section 7.2 City Election to Terminate for Cause. The following events shall constitute grounds for the City, at its option and in its sole discretion, to terminate this Acquisition Agreement, without the consent of the Owner:

(a) The Owner shall voluntarily file for reorganization or other relief under any Federal or State bankruptcy or insolvency law.

(b) The Owner shall have any involuntary bankruptcy or insolvency action filed against it, or shall suffer a trustee in bankruptcy or insolvency or receiver to take possession of the assets of Owner, or shall suffer an attachment or levy of execution to be made against the property it owns within the District unless, in any of such cases, such circumstance shall have been terminated or released within ninety (90) days thereafter.

(c) The Owner shall abandon construction of the Facilities. Failure for a period of six consecutive months to undertake substantial work related to the construction of Facilities that are required to be constructed at that time pursuant to the Conditions of Approval, other than for a reason specified in Section 7.3 hereof, shall constitute a non-inclusive example of such abandonment.

(d) The Owner shall breach any material covenant or default in the performance of any material obligation hereunder.

(e) The Owner shall transfer any of its rights or obligations under this Acquisition Agreement without the prior written consent of the City or as otherwise permitted hereunder.

(f) The Owner shall have made any material misrepresentation or omission of any written materials furnished in connection with any preliminary official statement, official statement or bond purchase contract used in connection with the sale of any series of the Bonds.

If any such event occurs, the City shall give written notice of its knowledge thereof to the Owner, and the Owner agrees to meet and confer with the Director and other appropriate City staff and consultants as to options available to assure timely completion of the Facilities. Such options may include, but not be limited to the termination of this Acquisition Agreement by the City. If the City elects to terminate this Acquisition Agreement, the City shall first notify the Owner (and any mortgagee or trust deed beneficiary specified in writing by the Owner to the City to receive such notice) of the grounds for such termination and allow the Owner a reasonable period (minimum of thirty (30) days) to eliminate or mitigate to the satisfaction of the Director the grounds for such termination. Such period may be extended, at the sole discretion of the City, if the Owner, to the satisfaction of the City, is proceeding with diligence to eliminate or mitigate such grounds for termination. If at the end of such period (and any extension thereof, as determined solely by the City), the Owner has not eliminated or completely mitigated such grounds, to the satisfaction of the City, the City may then terminate this Acquisition Agreement.

Notwithstanding the foregoing, so long as any event listed in any of clauses (a) through and including (f) above has occurred, notice of which has been given by the City to the Owner, and such event has not been cured or otherwise eliminated by the Owner, the City may in its sole discretion cease making payments for the Purchase Price of Facilities or Discrete Components under Article V hereof.

Section 7.3 Force Majeure. Whenever performance is required of a party hereunder, that party shall use all due diligence and take all necessary measures in good faith to perform, but if completion of performance is delayed by reasons of floods, earthquakes, inclement weather or other acts of God, war, civil commotion, riots, strikes, acts of terrorism, picketing, other labor disputes, damage to work in progress by casualty, government shutdowns, moratoria or other restrictive laws or regulations, or the acts, omissions or breach of agreement by the other party to this Acquisition Agreement or its agents, contractors or subcontractors, or by other cause beyond the reasonable control of the party (financial inability excepted), then the specified time for performance shall be extended by the amount of the delay actually so caused.

**ARTICLE VIII
MISCELLANEOUS**

Section 8.1 Limited Liability of City. The Owner agrees that any and all obligations of the City arising out of or related to this Acquisition Agreement are special and limited obligations of the District and City and the City's obligations to make any payments hereunder are restricted entirely to the moneys, if any, in the Improvement Fund and from no other source. No member of the City Council, or City staff member, employee or agent shall incur any liability hereunder to the Owner or any other party in their individual capacities by reason of their actions hereunder or execution hereof.

Section 8.2 Excess Costs. Subject to the limitations of this Acquisition Agreement, the Owner agrees to pay all costs of the Facilities that it is obligated to construct in excess of the monies available therefor in the Improvement Fund.

Section 8.3 Review of Records. The Director and/or the Finance Manager or other finance officer of the City shall have the right, during normal business hours and upon the giving of two (2) business days prior written notice to the Owner, to review all books and records of the Owner pertaining to the Actual Cost incurred by the Owner in to any of the Facilities, and any bids taken or received for the construction thereof or materials therefor. Owner shall have the right, during normal business hours and upon the giving of two (2) business days prior written notice to the Finance Manager, to review all books and records of the City and District pertaining to the Special Taxes and Bonds and DIFs.

Section 8.4 Attorney's Fees. In the event that any action or suit is instituted by either party against the other arising out of this Acquisition Agreement, the party in whose favor final judgment shall be entered shall be entitled to recover from the other party all costs and expenses of suit, including reasonable attorneys' fees.

Section 8.5 Notices. Any notice, payment or instrument required or permitted by this Acquisition Agreement to be given or delivered to either party shall be deemed to have been received when personally delivered, or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by overnight delivery an original of the same within twenty-four hours after such transmission), addressed as follows:

City and District:	City of Beaumont 550 East 6 th Street Beaumont, CA 92223
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Attention: City Manager, City Clerk

With a copy to:

John Pinkney
Slovak Baron Empey Murphy & Pinkney, LLP
1800 E. Tahquitz Canyon Way
Palm Springs, CA 92262

Owner:

Pardee Homes
1250 Corona Pointe Court, Suite 600
Corona, California 92879
Attention: Mike Taylor, Jeff Chambers

With a copy to:

John P. Yeager
O'Neil LLP
19900 MacArthur Boulevard, Suite 1050
Irvine, CA 92612

Each party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

Section 8.6 Severability. If any part of this Acquisition Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Acquisition Agreement shall be given effect to the fullest extent possible.

Section 8.7 Successors and Assigns. This Acquisition Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This Acquisition Agreement shall not be assigned by the Owner, except in whole to an Affiliate, or to any other entity of which the Owner and/or its members or partners will be managing members or general partners which assume all of the Owner's obligations hereunder (which transfer is expressly authorized hereunder, upon notice to the City without further act of the City), without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. In connection with any required consent of the City, the City may condition its consent upon the acceptability of the financial condition of the proposed assignee, the assignee's express assumption of all obligations of the Owner hereunder, and/or upon any other factor which the City deems relevant in the circumstances. In any event, any such assignment shall be in writing, shall clearly identify the scope of the rights and/or obligations assigned, and shall not be effective until approved by the City. Without the City's written consent, no assignment shall release the Owner from its obligations and liabilities under this Acquisition Agreement.

Section 8.8 Other Agreements. The obligations of the Owner hereunder shall be those of a party hereto and not as an owner of property in the District. Nothing herein shall be construed as affecting the City's or the Owner's rights, or duties to perform their respective obligations, under other agreements, if any, use regulations or subdivision requirements relating to the development of the lands in the District. This Acquisition Agreement shall not confer any additional rights, or waive any rights given, by either party hereto under any development or other agreement to which they are a party.

Section 8.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Acquisition Agreement by the other party, or the failure by a party to exercise its

rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Acquisition Agreement thereafter.

Section 8.10 Merger. No other agreement, statement or promise made by any party or any employee, officer or agent of any party with respect to any matters covered hereby that is not in writing and signed by all the parties to this Acquisition Agreement shall be binding.

Section 8.11 Parties in Interest. Nothing in this Acquisition Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City, the District and the Owner any rights, remedies or claims under or by reason of this Acquisition Agreement or any covenants, conditions or stipulations hereof; and all covenants, conditions, promises, and agreements in this Acquisition Agreement contained by or on behalf of the City, the District or the Owner shall be for the sole and exclusive benefit of the City, the District and the Owner.

Section 8.12 Amendment. This Acquisition Agreement may be amended, from time to time, by written Supplement hereto and executed by the City, the District and the Owner; provided, further, that Exhibit A may be modified to add additional authorized facilities or make adjustments to the existing Facilities only with the written approval of the City Council and the Owner.

Section 8.13 Counterparts. This Acquisition Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 8.14 Termination. This Acquisition Agreement shall terminate and be of no further force as of December 31, 2024, unless extended by agreement of all the parties. If the Acquisition Agreement is terminated as provided herein, none of the City, the District or the Owner shall have any further responsibility or liability pursuant to this Acquisition Agreement. Upon the termination of this Agreement, the City shall direct the use of any remaining Bond or Special Tax proceeds to complete any remaining authorized facilities, redeem Bonds or use in any way permitted by the Act.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Acquisition Agreement as of the day and year first-above written.

CITY OF BEAUMONT

By: _____

ATTESTED TO:

City Clerk

CITY OF BEAUMONT COMMUNITY FACILITIES
DISTRICT NO. 2019-1

By: _____

ATTESTED TO:

City Clerk

PARDEE HOMES,
a California corporation

By: _____

Name: _____

Title: _____

**ACQUISITION AGREEMENT
(CFD NO. 2019-1)**

EXHIBIT A

**DESCRIPTION OF FACILITIES AND DISCRETE COMPONENTS ELIGIBLE FOR
ACQUISITION FROM THE OWNER**

Facility¹	Estimated Cost
Cherry Avenue Street Improvements	\$ 954,607
Storm Drain Improvements along Cherry Avenue	1,353,209
Sewer Improvements along Cherry Avenue	4,118

¹ The description of the above Facilities shall also include any appurtenant cost required for completion of such Facility including, but not limited to, grading, wet utility improvements, paving, dry utilities, performance bonds, design, planning, and engineering costs, etc.

ACQUISITION AGREEMENT

EXHIBIT B

FORM OF PAYMENT REQUEST (FACILITIES)

PAYMENT REQUEST NO. ____

The undersigned (the "Owner"), hereby requests payment to the Payees listed on Attachment 2 in the total amount of \$_____ for the Facilities (as defined in the Acquisition Agreement, dated as of _____, 2019 by and among the City of Beaumont (the "City"), the City of Beaumont Community Facilities District No. 2019-1 and the Owner), or Discrete Components thereof (as described in Exhibit A to that Acquisition Agreement), all as more fully described in Attachment 1 hereto. In connection with this Payment Request, the undersigned hereby represents and warrants to the City as follows:

1. He (she) is a duly authorized officer of the Owner, qualified to execute this Payment Request for payment on behalf of the Owner and is knowledgeable as to the matters set forth herein.

2. All costs of the Facilities or Discrete Components thereof for which payment is requested hereby are Actual Costs (as defined in the Acquisition Agreement referenced above) and have not been inflated or misrepresented in any respect. The items for which payment is requested have not been the subject of any prior payment request submitted to the City.

3. Supporting documentation (such as third party invoices) is attached with respect to each cost for which payment is requested.

4. There has been full compliance with applicable laws relating to prevailing wages for the work to construct the Facilities or Discrete Components thereof for which payment is requested.

5. The Facilities or Discrete Components thereof for which payment is requested were constructed in accordance with all applicable City or other governmental standards, and in accordance with Plans approved by the City.

6. The Owner is in compliance with the terms and provisions of the Acquisition Agreement.

7. The Purchase Price for each Facility or Discrete Component (a detailed calculation of which is shown in Attachment 2 hereto for each such Facility or Discrete Component), has been calculated in conformance with the terms of the Acquisition Agreement.

I hereby declare under penalty of perjury that the above representations and warranties are true and correct.

Dated: _____

OWNER:
PARDEE HOMES,
a California corporation

By: _____
Name: _____
Title: _____

Dated: _____

CITY:

Payment Request Approved for Submission to
Finance Manager

By: _____
Director of Public Works

ACQUISITION AGREEMENT

ATTACHMENT 1

EXHIBIT B

[List here all Facilities or Discrete Components thereafter which payment is requested, and attach support documentation.]

ACQUISITION AGREEMENT

ATTACHMENT 2

EXHIBIT B

CALCULATION OF PURCHASE PRICE

[Use a separate sheet for each Facility or Discrete Component
for which payment is being requested]

- | | | |
|----|---|----|
| 1. | Description (by reference to Exhibit A to the Acquisition Agreement)
of the Facility or Discrete Component | \$ |
| 2. | Actual Cost (list here total of supporting invoices and/or other
documentation supporting determination of Actual Cost): | \$ |
| 3. | Subtractions from Purchase Price: | \$ |
| | A. Holdback for Lien releases (if any, see Section 3.4 of the
Acquisition Agreement) | \$ |
| | B. Retention (if any, see Section 3.4 of the Acquisition
Agreement) | \$ |
| 4. | Total disbursement requested (Amount listed in 2, less amounts, if any,
listed in 3) | \$ |

Payment shall be directed to following payee(s):

I hereby declare under penalty of perjury that the above representations and warranties are true and correct.

OWNER:

Dated: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

CITY:

Payment Request Approved for Submission to
Finance Manager

Dated: _____

By: _____

Director of Public Works

ACQUISITION AGREEMENT

EXHIBIT C

CITY CFD POLICIES

Staff Report

TO: Mayor and Council Members
FROM: Todd Parton, City Manager
DATE: March 5, 2019
SUBJECT: Contract Extensions for Special Counsel Services

Background and Analysis:

In November 2017, staff issued a Request for Proposal (RFP) for special counsel services. On February 6, 2018, Council accepted 4 proposals and authorized the City Manager to execute contracts with these firms to be utilized on an as-needed basis. Each contract had a term of one year and staff recommends an extension of term for the following firms:

Burke Williams & Sorenson, LLP
Liebert Cassidy Whitmore
Lewis Brisbois Bisgaard and Smith LLP
Manning & Kass

Burke, Williams & Sorensen, LLP is the legal firm who is representing the City on the Waste Management contract negotiations.

Fiscal Impact:

1. Burke, Williams & Sorenson, LLP – Based on their experience with Eminent Domain, Tort defense and Public Works cases.
Bid: \$140 - \$290 an hour depending on the level of service
2. Liebert Cassidy Whitmore – Based on their experience and reputation as it relates to Training, Labor and Human Relations as well as the renowned training programs available.
Bid: \$195 - \$370 an hour depending on the level of service
3. Lewis Brisbois Bisgaard & Smith LLP – Based on their experience working with Tort Litigation, Eminent Domain, Employment, Labor and Police Defense, as well as past experience working with the firm.
Bid: \$100 - \$400 an hour depending on level of service


4. Manning & Kass – Based on their experience working with Police Defense, high-profile, high expose cases as well as past experience working with this firm.
Bid: \$125 - \$225 an hour depending on level of service

Any and all contract costs would be allocated from either the General Fund Risk Department, Related Mitigation Fund, Transit or Wastewater Contractual Services depending on the nature of the litigation.

Finance Director Review: 

Recommendation:

1. Authorize the City Manager to execute contracts with an extension of 3, one-year term limits for special counsel services with the following four (4) firms:
 - a) Burke, William & Sorensen, LLP and
 - b) Liebert Cassidy Whitmore and
 - c) Lewis Brisbois Bisgard & Smith, LLP; and
 - d) Manning & Kass

City Manager Review: 

February 21, 2019

Sent Via E-mail and U.S. Mail
Pinkney@sbemp.com

John O. Pinkney, Esq.
City Attorney
550 E. 6th Street
Beaumont, California 92223

Re: Retainer Agreement for Legal Services

Dear Mr. Pinkney:

This letter is to amend the Agreement for Legal Services dated February 7, 2018 ("Agreement") between the City of Beaumont ("Client") and **BURKE, WILLIAMS & SORESENSEN, LLP** ("Burke"). The City of Beaumont ("Client") agree that Burke will provide legal services to Client.

The Client and Burke agree to the following amendment to the Agreement:

1. **TERM.** The Parties agree that this Amendment once signed by both Client and Burke will be deemed to have taken effect on February 8, 2019, that Client agrees to pay for all serviced rendered by Burke in the interim, and that the original term is hereby extended by two (2) calendar years to February 8, 2021.

2. **REMAINDER UNCHANGED.**

Except as specifically modified and amended in this letter, the Agreement remains in full force and effect and binding upon the parties.

3. **REFERENCES.**

All references to the Agreement include all their respective terms and provisions. All defined terms utilized in this letter have the same meaning as provided in the Agreement, unless expressly stated to the contrary in this letter.

John O. Pinkney, Esq.
February 21, 2019
Page 2

We look forward to continuing to serve the City of Beaumont. Please contact Eric S. Vail or the undersigned if, at any time, you have questions.

Best regards,

BURKE, WILLIAMS & SORENSEN, LLP



Eric S. Vail

I/we have read and understand the foregoing terms and provisions and agree to same as of February 21, 2019.

CITY OF BEAUMONT

By: _____

John O. Pinkney, Esq.
City Attorney

Date: _____

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation (“Attorney”), and the CITY OF BEAUMONT, A Municipal Corporation (“City”).

1. Conditions

This Agreement will not take effect, and Attorney will have no obligation to provide services, until City returns a properly signed and executed copy of this Agreement.

2. Attorney’s Services

Attorney agrees to provide City with consulting, representational and legal services pertaining to employment relations matters, including representation in negotiations and in administrative and court proceedings, as requested by City or otherwise required by law.

3. Fees, Costs, Expenses

City agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, including reasonable travel time.

The current range of hourly rates for Attorney time is from Two Hundred to Three Hundred Fifty Dollars (\$200.00 - \$350.00), One Hundred Ninety-Five Dollars to Two Hundred Thirty Dollars (\$195.00 - \$230.00) for time of Labor Relations/HR Consultant and from Seventy-Five to One Hundred Seventy Dollars (\$75.00 - \$170.00) for time of paraprofessional and litigation support staff. Effective July 1, 2019, the hourly range of rates will increase for Attorney time to Two Hundred Ten to Three Hundred Seventy Dollars (\$210.00 - \$370.00), and from Eighty to One Hundred Seventy Dollars (\$80.00 -

\$170.00) for time of paraprofessional and litigation support staff. Attorney will provide the City with written notification of any adjustment in the range of rates. Attorneys, paraprofessional and litigation support staff bill their time in minimum units of one-tenth of an hour.

City agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of City. Attorney bills photocopying charges at Fifteen Cents (\$0.15) per page and facsimile charges at Twenty-Five Cents (\$0.25) per page. A Public Agency Fee Schedule is attached to this Agreement.

Payment by City against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

The California Business & Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

4. Arbitration of Professional Liability or Other Claims

Disputes. If a dispute between City and Attorney arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

If a dispute arises between City and Attorney over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of professional duty, that dispute will also be resolved by arbitration. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. **Both parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.** Each party is to bear its own attorney's fees and costs.

5. File Retention

After our services conclude, Attorney will, upon City's request, deliver the file for the matter to City, along with any funds or property of City's in our possession. If City requests the file for the matter, Attorney will retain a copy of the file at the City's expense. If City does not request the file for this matter, we will retain it for a period of seven (7) years after this matter is closed. If City does not request delivery of the file for this matter before the end of the seven (7) year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to City. At any point during the seven (7) year period, City may request delivery of the file.

6. Assignment

This Agreement is not assignable without the written consent of City.

7. Independent Contractor

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement, is an independent contractor and not an employee of City.

8. Authority

The signators to this Agreement represent that they hold the positions set forth below their signatures, and that they are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

9. Term

This Agreement is effective February 22, 2019, ongoing and may be modified by mutual agreement of the parties. This agreement shall be terminate one year from the date of execution, unless renewed or extended by the Beaumont City Council.

LIEBERT CASSIDY WHITMORE,
A Professional Corporation

CITY OF BEAUMONT,
A Municipal Corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

I. PUBLIC AGENCY FEE SCHEDULE

Hourly Rates (As of Agreement Effective Date)

Partners	\$350.00
Senior Counsel	\$305.00
Associates	\$200.00 - \$285.00
Labor Relations/HR Consultant	\$195.00 - \$230.00
Paraprofessionals & Litigation Support	\$75.00 - \$170.00

Hourly Rates Effective July 1, 2019

Partners	\$370.00
Senior Counsel	\$320.00
Associates	\$210.00 - \$300.00
Labor Relations/HR Consultant	\$195.00 - \$230.00
Paraprofessionals & Litigation Support	\$80.00 - \$170.00

II. COST SCHEDULE

1. Photocopies	\$0.15 per copy
2. Facsimile Transmittal	\$0.25 per page



Arthur K. Cunningham
 650 East Hospitality Lane, Suite 600
 San Bernardino, California 92408
 Arthur.Cunningham@lewisbrisbois.com
 Direct: 909.381.7152

February 28, 2019

File No. 25401.tba

ATTORNEY-CLIENT PRIVILEGE

John O. Pinkney, Esquire
 SLOVAK, BARON, EMPEY, MURPHY &
 PINKNEY LLP
 1800 East Tahquitz Canyon Way
 Palm Springs, California 92223

Re: **Lewis Brisbois Bisgaard & Smith LLP Services Agreement**

Dear Mr. Pinkney:

We have been requested to submit a new contract for services to the City. This letter constitutes that proposal. The other terms of the proposal are set forth in the attachment to our February 26, 2018 letter, a copy of which is enclosed.

The proposed rates, which replace those referenced in Section “F” of the attachment, are:

Practice Area	Partner Hourly Rate	Associate Hourly Rate	Paralegal/Law Clerk
Tort litigation (including police	\$225	\$225	\$100
Other complex litigation	\$350	\$250	\$125
Eminent domain	\$350	\$250	\$125
Transactions	\$400	\$325	\$125
Employment and labor	\$305	\$245	\$100

If this proposal meets with the City’s approval, please have the appropriate authorized person at the City sign and return the attached copy of this letter confirming that these services and rates are approved and now in effect.

Thank you for the opportunity to be of service to the City of Beaumont. We look forward to assisting in the City’s future needs for legal services.

John O. Pinkney, Esquire
SLOVAK, BARON, EMPEY, MURPHY & PINKNEY LLP
Re: **Lewis Brisbois Bisgaard & Smith LLP Services Agreement**
February 28, 2019
Page 2

Should you have any questions or comments, please do not hesitate to contact the undersigned.

Very truly yours,

/s/ Arthur K. Cunningham

Arthur K. Cunningham of
LEWIS BRISBOIS BISGAARD & SMITH LLP

AKC:sdm

Enclosures

ACKNOWLEDGEMENT

The City of Beaumont agrees to the rates set forth above, and to the scope of services to be provided, as set forth in the attachment.

Date:

City of Beaumont by _____, its authorized representative

LEWIS BRISBOIS BISGAARD & SMITH LLP
www.lewisbrisbois.com

STEVEN D. MANNING
DENNIS B. KASS
ANTHONY J. ELLROD
EUGENE P. RAMIREZ
FREDRIC W. TRESTER
LAWRENCE D. ESTEN
MILDRED K. O'LENN *
ALFRED M. DE LA CRUZ
ERWIN A. NEMOMICENO
BRIAN T. MOSS *
JEFFREY M. LENKOV
MARGHERITE L. JONAK *
JOHN D. MARINO
MICHAEL L. SMITH
LOUIS W. PAPPAS
SHARI L. ROSENTHAL
EUGENE J. EGAN
CLIFFORD A. CLANCEY
RINAT B. KLIER-ERLICH
ROBERT B. ZELMS †
R. ADAM ELLISON
SCOTT WM. DAVENPORT
JASON J. MOLNAR *
DAVID V. ROTH
JENNIFER L. SUPMAN
KATHLEEN A. HUNT *
STEVEN J. RENICK
JAMES E. GIBBONS
DANIEL B. HERBERT *
MARK A. HAGOPIAN
DONALD R. DAY *
D. HIEP TRUONG
MICHAEL A. WEISMANTEL
JANET D. JOHN *
JOHN M. HOCHHAUSLER
ANTHONY S. VITAGLIANO †
KEVIN H. LOUTH
SHARON S. JEFFREY
KEITH RICKER †
JOHN M. COWDEN*
DAVID R. REEDER*
TOBY D. BUCHANAN
LADELL H. MUHLESTEIN
SEVAN GOBEL

RICHARD G. GARCIA
DEBORA VERDIER †
JEANETTE DIXON
KENNETH S. KAWABATA
STEVEN AMUNDSON*
RICHARD MACK †
TONY M. SAIN
MARILYN R. VICTOR*
MARTIN HOLLY
MINAS SAMUELIAN
LALO GARCIA
CHRISTOPHER DATOMI
ANTHONY CANNIZZO
GARY L. POPHAM, JR.*
MAIJA OLIVIA*
ROLAND TONG
JONATHAN J. LABRUM*
JONATHAN D. SAYRE
KAREN LIAO
JULIE M. FLEMING
ROBERT E. MURPHY *
NINA RICCI FRANCISCO
DONALD R. BECK
FRANK M. LAFLEUR
ROBERT P. WARGO*
SCOTT A. ALLES †
MAHASTI KASHEFI
LISA WONG
HEATHER M. ANTONIE
JASON J. DOSHI
ZUBIN FARINPOUR
LAURA MCDAMAS
GRETHCHEN COLLIN
RODRIGO J. BOZOGHLIAN
ANGELA M. POWELL
JENIFER WALLIS*
MATTHEW E. KEARL
ERIK BABAKHANIAN
ADAM ROEHRIK
TONYA N. MORA
EMILY EDWARDS
FATIMA BADREDDINE
DANIEL SULLIVAN
HILA GOLCHET

MANNING & KASS
ELLROD, RAMIREZ, TRESTER LLP
ATTORNEYS AT LAW

15TH FLOOR AT 801 TOWER
801 SOUTH FIGUEROA STREET
LOS ANGELES, CALIFORNIA 90017-3012
TELEPHONE: (213) 624-6900
FACSIMILE: (213) 624-6999
WEB SITE: WWW.MANNINGLLP.COM

March 1, 2019

MARYAM MALEKI
PAUL MITTELSTADT
NICOLE THRELKEL
A. FOSTER SHI
MAE ALBERTO
BRIAN SMITH
JUDSON H. PRICE
JORDON FERGUSON*
PAUL HARSHAW
VICTORIA KAJO
ANDREA KORNBLAU
ARA BAGHDASSARIAN
ANTHONY WERBIN
MICHAEL WATTS
TRISHA NEWMAN
NISHAN WILDE
LYNN CARPENTER
JEFFREY FISHKIN
LYNELL D. DAVIS
DAVID R. RUIZ
NATALYA VASYUK
JESSICA ROSEN
ANDREA CUSTUREA
LINNA LOANGKOTE
DERIK SARKESIANS
MARK WILSON
JENNY PAK
CRAIG SMITH
KARLY K. WHITE
MATTHEW P. OPPEN
GARRICK P. VANDERFIN
ALEXANDRA RAMBIS
KELSEY NICOLAISEN
FAROUK MANSOUR
KIRSTEN BROWN
JAMILEH HAWATMEH
JEFFREY T'SAO
ERIN N. COLLINS
JESSICA SPINOLA
TIFFANY HENDERSON
TIFFANY HENDERSON
JONATHAN HACK*
DAVID BREITBURG
EMILY ELLSE

TODD LEZON
JEAN CHA
JEFFREY KORN
CURTIS GOLE
RICK MARTIN
ERIC WAHRBURG
CAROL TREASURE
R. SCOTT HARLAN
COURTNEY CASIANO
BRANDON DAWOODTABAR
COURTNEY ARNOLD
BATKHAND ZOLJARGAL
RONALD STEWART
MARLON RUFINO
JOSHUA FERGUSON
SALLY FREEMAN*
CHRISTOPHER J. LEE
CHRISTINE LA VORGNA
DANYALE TAYLOR
LIZETTE ALVARADO
IAN KING
CAMERON ARONSON
TRACY BREUER
SAMANTHA KATTAU
IBRAHIM MUHTASEB
ARTHUR KHURIN
GRACE COLLIER
TANYA PROUTY
ELLEN BURACH-ZION
JOSHUA BABATAHER

OF COUNSEL
ARI MARKOW

* Admitted in Multiple Jurisdiction
† Admitted to Practice Law in Arizona only
‡ Admitted to Practice Law in Alabama

RETAINER AGREEMENT

Manning & Kass, Ellrod, Ramirez, Trester, LLP ("Firm") is pleased to have the opportunity to represent you with regard to the legal needs mentioned below. We look forward to serving you effectively, economically and professionally.

The purpose of this Agreement is to explain the nature and limitations of our representation, as well as obtain your consent to our fee arrangements which are set forth below. We apologize for the formality of this Agreement, but we believe it is to everyone's benefit for you to understand fully the terms of our representation at the outset. In addition, California Business and Professions Code § 6148 imposes certain obligations upon parties to a legal service contract to memorialize their understanding in writing.

1. **Conditions.** This Agreement will not take effect, and we will have no obligation to provide any legal services, until we have received a fully executed copy of this Agreement with all required signatures.

2. **Scope of Engagement.** Specifically, this Firm will represent the City of Beaumont in litigation matters as determined by the City of Beaumont and agreed to by this firm. The contract shall expire two (2) years after its effective date, unless renewed or extended by the Beaumont City Council.

3. **Legal Fees, Billing Policies and Procedures.** Our charges for legal services are based on the hourly rates of our professional staff. Professional time is billed in increments of 1/10th of an hour. Our rates for this matter are \$225.00 per hour for partners and senior counsel; \$200.00 per hour for associates and \$125.00 per hour for law clerks and paralegals. Should the

DALLAS
1717 McKinney Ave., Suite 700
Dallas, TX 75202-1241
Telephone: (214) 953-7669

NEW YORK
One Battery Park Plaza, 4th Floor
New York, NY 10004
Telephone: (212) 858-7769

ORANGE COUNTY
19800 MacArthur Blvd, Suite 900
Irvine, CA 92612
Telephone: (949) 440-6690

PHOENIX
3636 North Central Avenue, 11th Floor
Phoenix, AZ 85012
Telephone: (602) 313-5469

SAN DIEGO
225 Broadway, Suite 1200
San Diego, CA 92101
Telephone: (619) 515-0269

SAN FRANCISCO
One California Street, Suite 900
San Francisco, CA 94111
Telephone: (415) 217-6990

RETAINER AGREEMENT

City of Beaumont

March 1, 2019

Page 2

matter require the specialized services of our Appellate attorneys, the rates for such services are \$300 for partners and senior counsel and \$250 per hour for associates.

We review and adjust these billing rates periodically, and the applicable hourly rates are those in effect at the time the services are performed. We will of course, notify you of any changes in advance.

Statements for our services rendered and costs advanced will be due upon receipt. We expect our clients to keep their accounts current at all times.

If you dispute the costs or fees billed on any invoice or any portion of an invoice you must, within 15 days of receipt of that invoice, advise us in writing, identifying each entry you dispute and the nature of that dispute. If you do not do so within 15 days we will assume that you do not dispute the costs and fees on that invoice and you expressly waive any right to contest that invoice or any portion of that invoice at a later time.

If a billing statement is not paid when due, interest will be charged on the principal balance (fees, costs, and disbursements) shown on the statement. Interest will be calculated by multiplying the unpaid balance by the periodic rate of .833% per month (TEN PERCENT [10%] ANNUAL PERCENTAGE RATE). The unpaid balance will bear interest until paid.

4. Costs and Expenses. In the course of this representation, we may incur certain costs and expenses on your behalf. We will obtain your consent before incurring any cost in excess of \$500. Bills we receive will be forwarded to you for direct payment to the service provider. The costs and expenses that we will bill you for include, but are not limited to, process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, postage, parking, investigation expenses, consultants' fees, computer research services, expert witness fees, telecopies, mileage at the IRS approved rate, in-office photocopying at \$.25 per page, and other similar items. These charges will appear on your monthly statement and, once again, we expect our clients to keep their accounts current.

5. General Responsibilities of Attorney and Client. We will provide services of the type described above, and we will keep you informed of the progress and respond to your inquiries.

You will provide us with such factual information and materials as we require to perform the foregoing services, and you will make such business or technical decisions and determinations as are appropriate. It is understood that you are not relying on us for business, investment or accounting decisions or to investigate the character or credit of persons with whom you may be dealing.

The Firm routinely uses internet electronic mail to communicate with its clients. While electronic mail is a generally accepted form of communication in the business and legal communities and is considered to be confidential and reliable, using it creates some risk that such communications may be intercepted by, or otherwise disclosed to, third parties. Client assumes all risks associated with using internet electronic mail for communications between this Firm and Client. If Client considers communications to be of such a nature that this risk is unacceptable,

RETAINER AGREEMENT

City of Beaumont

March 1, 2019

Page 3

Client must advise Firm in writing and request not to communicate by electronic mail. In such cases, Client shall be responsible for all additional costs associated with using alternative means of communication.

6. Disclaimer of Result Guarantee. This fee agreement is not contingent upon the ultimate outcome of your legal needs. Sometimes, the final result is not in accordance with a client's hopes and expectations. Nothing in this agreement and nothing in our statements to you will be construed as a promise or guarantee about the outcome of your legal matter. We make no such promises or guarantees. Our comments about the outcome of your matter, if any, are mere expressions of opinion only.

7. Discharge and Withdrawal. You may discharge us at any time for any reason. In addition, it is understood that we may terminate our legal services and withdraw from this engagement with your consent or for good cause. Good cause includes any breach of this agreement, failure to pay our fees and other charges promptly, refusal to cooperate with us or to follow our advice on a material matter or any other fact or circumstance that would render our continuing representation unlawful or unethical.

In the event our engagement is terminated for any reason, you will continue to be obligated for our services and other charges incurred before the termination date. If we are required to take legal action to recover our fees for professional services or expenses incurred, you will be responsible for all court costs and attorney's fees incurred.

After the conclusion of our services which are the subject of this Agreement, whether by discharge, withdrawal, normal conclusion of this matter, or otherwise, if the Firm or any attorney of the Firm is ever called upon to perform additional services, including giving testimony in any deposition or court proceeding, about the subject matter of this representation, you agree to pay the Firm the hourly rates set forth herein for the applicable attorney's time, including preparation time.

No legal action, including the arbitration proceedings described in paragraph 10 may be brought by you for any cause of action against Manning & Kass, Ellrod, Ramirez, Trester LLP or any agent or employee of Manning & Kass, Ellrod, Ramirez, Trester LLP, unless you have complied with all the terms and provisions of this Agreement.

8. Retention of Records. You agree that the Firm will retain all documents relevant to the legal services provided to you, including all documents you have furnished to us, for a period of five years from the date our services have concluded (or if a minor is involved, until the minor reaches majority, if longer). After that five year period has expired you agree that the file and all retained documents may be destroyed unless you contact our office at least ninety days prior to the expiration of that five year period and arrange to pick up the file.

9. Insurance Disclosure. This firm does maintain errors and omissions insurance coverage applicable to the services to be rendered.

10. Arbitration. In any dispute arising out of, or related to, a claimed breach of this Agreement, the professional services rendered by us, or your failure to pay fees for professional

RETAINER AGREEMENT

City of Beaumont

March 1, 2019

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services and other expenses specified, or any other disagreement of any nature, type or description regardless of the facts or the legal theories which may be involved, such dispute shall be resolved by binding arbitration by an arbitrator mutually agreed upon by the parties. In the event that the parties cannot agree, each party shall choose an arbitrator, and those two arbitrators shall then select a single neutral arbitrator who will hear the dispute. Discovery for this binding arbitration shall be limited to that which is allowed under the California Municipal Court statutes, including all rights and remedies thereunder. The arbitration shall take place in the County of Los Angeles unless otherwise agreed upon in writing. Except as mentioned in Paragraph 8 above, each party shall bear its own attorney fees and costs.

11. Survival. In the event that any provision of this Agreement is deemed to be illegal or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions hereof, all of which shall remain in full force and effect.

12. Received by Client. Client's signature acknowledges receipt of this Agreement and assent to its terms. Please review this Agreement carefully and, after signing it, return the document to the Firm.

13. Entire Agreement. This writing constitutes the entire agreement between the parties concerning the engagement described in Paragraph 2. It supersedes all prior agreements and understandings, written or oral, and no representations by the parties, written or oral, are binding unless expressly stated in this Retainer Agreement. The Retainer Agreement may be modified only in a writing signed by all the parties to this Retainer Agreement.

In the event that the Firm provides additional legal services to you outside the scope of the engagement described in Paragraph 2 without the parties entering into a separate written agreement, the terms of that representation will be governed by the provisions of this Agreement to the extent applicable and not inconsistent with such representation.

We are pleased that you have selected Manning & Kass, Ellrod, Ramirez, Trester LLP as your counsel in this matter. Your signature below confirms that you have read this Agreement and agree to be bound by its terms. Further, we will assume you assent to the terms of this Agreement, whether signed or not, if you accept our legal services without objecting to any of the terms of this Agreement in writing.

CITY OF BEAUMONT

Dated: _____, 2019

By: _____
Signature

Print Name

Print Title

RETAINER AGREEMENT

City of Beaumont

March 1, 2019

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MANNING & KASS
ELLROD, RAMIREZ, TRESTER LLP

Dated: _____, 2019

By: _____

Steven D. Manning
Managing Partner

Staff Report

TO: Mayor and City Council Members

FROM: Elizabeth Gibbs, Community Services Director

DATE: March 5, 2019

SUBJECT: Receive an update from City staff regarding the proposed Pass Area Transit Provider Analysis to be conducted by the Riverside County Transportation Commission and provide direction to City staff

Background and Analysis:

The Riverside County Transportation Commission (RCTC) is planning to conduct a Pass Area Transit Provider Analysis with the following stated objective:

"The purpose of this analysis is not to conduct an in-depth Comprehensive Operational Analysis (COA) that recommends service improvements, but rather to determine whether the operating structure lends itself to providing sustainable transit services in the Pass Area."

RCTC plans to conduct this analysis through a steering committee whose membership is comprised of representatives of the Cities of Banning, Beaumont and Calimesa as well as representatives from RCTC and the Riverside Transit Agency (RTA).

Attached is the initial draft of the outline for this analysis which was distributed by RCTC on February 20, 2019. RCTC held a meeting with staff members of each agency on February 21, 2019, and is allowing each of the participating entities to submit comments on this draft outline by March 1, 2019. Beaumont City staff did provide comments by this deadline and these comments are included as an attachment to this staff report.

It must be noted that the City of Beaumont has long been an active, supportive agency that has been committed to an integrated regional transit system. Article 2 of the Transportation Development Act of 1971 states in part, "...providing an integrated and coordinated system to meet the public transportation needs of an entire county will benefit the county as a whole." Beaumont's ultimate mission has been to ensure that transit-dependent riders and citizens who desire a viable transportation alternative have clean, reliable options. It is imperative that the various service providers operate in a coordinated manner to ensure operation and cost efficiencies. Attached is an exhibit showing the City of Beaumont's history of commitment to Pass Transit over the past several years.

Keeping in mind Beaumont's mission and commitment to viable transit services within the Pass Area, Beaumont's transit staff is preparing the draft of next year's Short Range Transit Plan (SRTP) for submission to RCTC. City staff is contemplating recommendations for amendments to Beaumont's fixed routes, specifically the termination of Route 2, which is the primary Beaumont route that enters the City of Banning. City staff is analyzing options to discontinue this route and coordinating with the City of Banning to ensure that Beaumont's transit-dependent riders who need to travel to social services offices in Banning can maintain reliable service. Route 2 has long been a concern of the City of Banning who has felt that this route has deprived them of ridership and transit revenue.

A draft proposal, which has been forwarded to the City of Banning, is attached to this report.

Fiscal Impact:

There is no fiscal impact to the City of Beaumont.

Finance Director Review: MT 

Recommendation:

City staff is requesting that the City Council provide any additional comments or amendments to those submitted to the RCTC by City staff regarding the proposed Pass Area Transit Provider Analysis. Additionally, City staff is requesting direction regarding the amendment to the SRTP and specifically pursuant to the termination of Beaumont's Route 2.

City Manager Review: 

Attachments:

1. Pass Area Transit Provider Analysis – Draft Scope of Work
2. City of Beaumont Comments to the Pass Area Transit Provider Analysis – March 1, 2019
3. City of Beaumont History of Commitment to Pass Transit
4. City of Beaumont 2019 SRTP Proposal to Address Route 2

Pass Area Transit Provider Analysis

Background

As the regional transportation planning agency, the Riverside County Transportation Commission (RCTC) will be leading a study to determine how funding transit services can be the most sustainable in the Pass Area. Currently, the cities of Banning and Beaumont operate under a shared brand identity known as “Pass Transit,” which covers approximately x square miles in the Pass Area with routes connecting to major regional services. The cities are interested in evaluating the efficiency and effectiveness of continuing to operate as separate agencies. The city of Calimesa has also expressed a need for transit service to meet future growth and changing demographics in its city.

Location

The Pass Area, or more specifically the San Geronio Pass Area, is a distinctive geographical area between the Coachella, San Jacinto, and Moreno Valleys as shown in **Attachment 1**. The Pass Area is comprised of the incorporated cities of Banning, Beaumont, and Calimesa as well as the unincorporated communities of Cherry Valley, Cabazon, and Banning Bench. The Badlands separate the Pass Area from Moreno Valley to the west and the San Jacinto Valley to the south. The San Jacinto Mountains form the southern boundary and the San Bernardino Mountains generally define the northern boundary. The Coachella Valley lies immediately to the east of the planning area. In relation to other area plans, the Pass Area is bounded by the Reche Canyon/Badlands area to the west, the San Jacinto Valley and Riverside Extended Mountain areas to the south, and the Western Coachella Valley area to the east. The cities of Redlands and Yucaipa, which are located within the County of San Bernardino, lie to the north.

Description of Existing Services

Pass Transit

Pass Transit was established in xx. A Memorandum of Understanding (MOU) was approved outlining the roles and responsibilities of each agency.

City of Banning

Banning primarily operates within the city limits with connections to Beaumont, Cabazon, and the Morongo Indian Reservation. It currently operates x fixed routes and senior/ADA demand response service.

City of Beaumont

Beaumont primarily operates within the city limits with connections to Banning, Calimesa, and Cherry Valley. Beaumont currently operates x fixed routes and senior/ADA demand response service.

City of Calimesa

The city of Calimesa was serviced by Beaumont under Route 136. Service was introduced in August 2016 with a 20-minute headway to service central residential areas of Calimesa while offering service to passengers in the outlying areas during morning and afternoon peak times. This route serviced Calimesa City Hall and Senior Center and commercial areas. Effective fiscal year 2018/2019 the route was discontinued due to low productivity.

The city is primarily known as a senior and retirement community, but population and demographics are expected to change drastically in Calimesa in the next 10 years. Over 7,000 single family homes will be built with new mixed use and commercial centers along xx. Despite previous attempts at operating public transit services at productive levels, city staff foresee that the increase in population and influx of younger families will change and increase the demand for transit services.

Purpose

There is growing concern amongst the local jurisdictions and the Commission that the demand for more transit service will outpace the financial operating and capital resources available. The purpose of this analysis is not to conduct an in-depth Comprehensive Operational Analysis (COA) that recommends service improvements, but rather to determine whether the operating structure lends itself to providing sustainable transit service in the Pass Area. Alternatives that will be considered include:

1. Maintain the existing system with multiple transit operators
2. Combine transit operations under one transit operator
3. Other alternative(s)

In addition, the future of transit in the Pass Area will need to consider the land uses and demographic changes in Banning, Beaumont, and Calimesa and surrounding areas.

Scope of Work:

Task 1: Steering Committee

A steering committee shall be comprised of staff from the cities of Banning, Beaumont, Calimesa, RTA, and RCTC. The Consultant shall convene at least three on-site steering committee meetings to kick-off the study and review findings and recommendations. The Consultant shall also interview and meet with each stakeholder individually to better understand the current roles and responsibilities, and the needs and challenges of each organization as it relates to service in the project area. The Consultant may also recommend additional meetings and best practices as necessary.

Task 2: Existing Operations Analysis

This task will include a review of the current operations in Banning and Beaumont. The Consultant shall request all of the necessary transit operations data, including, but not limited to: the previous budget, operations statistics, Short Range Transit Plans, and other planning studies such as a past COA. This information will allow the Consultant to have a full understanding of system operations, funding sources, and staffing requirements. The Consultant shall also review capital assets such as fleet and facilities for each transit system and determine whether they are owned or leased and the impacts that could have for the alternatives being considered. The Consultant may also recommend additional best practices as needed.

Task 3: Alternatives Analyses Definition and Impacts of Service Options

Utilizing the data collected from the previous task, the Consultant shall define, compare, and analyze other scenarios that may provide great cost efficiencies and benefits to the public. The Consultant shall propose the evaluation criteria based on the purpose and objectives of the study. The Consultant shall propose the possible alternatives, which could range from status quo a full merger of systems, or, partial with one or two other transit operators. The scenarios will be analyzed based on, but not limited to, the following variables:

- a) Administrative impacts/staffing
- b) Operations impacts and contracts
- c) Budget impacts
- d) Capital facilities
- e) Customer impact and benefits

Task 4: Study Recommendations and Implementation Plan

The Consultant shall provide a final report with study recommendations summarizing the analyses and outcomes of each task. The Consultant shall also present the findings and recommendations to the Commission for approval. Should the Commission approve the recommendation, strategies and an implementation plan shall be provided to the stakeholders with a reasonable implementation timeline.

Deliverables

1. Steering Committee Meetings
 - a. One kick-off meeting with steering committee members
 - b. One meeting with each primary stakeholder (cities of Banning, Beaumont, Calimesa, and RTA), for a minimum total of four individual meetings
 - c. One meeting with steering committee to review draft findings and recommendations.
 - d. One meeting with s to review final report.
 - e. One meeting to present final report to the RCTC Commission.

- f. Optional: Additional on-site meetings as necessary.
- 2. Final Report including presentation to the RCTC full commission

DRAFT

**City of Beaumont Comments Regarding
"Pass Area Transit Provider Analysis" – March 1, 2019**

1. What is the mission?
 - a. Stated Premise – "Demand for more transit service will outpace the financial operating and capital resources available."
 - i. Actual ridership data does not validate this hypothesis.
 1. Beaumont's fixed route utilization has been decreasing despite significant population and housing growth.
 2. Ridership trends are similar for both Banning and Beaumont.
 3. Route 136 in Calimesa had to be terminated due to lack of ridership.
 - ii. Data suggests that there is greater demand for transit services other than fixed routes.
 - iii. Alternative means of service delivery must be considered - i.e. on-call services provided through third parties (Uber).
 - b. Stated Purpose – "... determine whether the operating structure lends itself to providing sustainable transit service in the Pass area."
 - i. A COA is excluded with the stated intent being to, "... determine whether the operating structure lends itself to providing sustainable transit service in the Pass Area."
 1. In the absence of a COA, a detailed evaluation of each system must be conducted - i.e. an audit. Critical elements to an audit will be:
 - a. Review of revenues – past 5 years
 - b. Review of expenses – past 5 years
 - c. Review of ridership trends – past 5 years
 - i. Consider external factors that impacted ridership trends – i.e. gas prices, state driver's license policies.
 - ii. Compare trends to those occurring on a regional, state and national level.
 - d. Review of service levels – past 5 years
 - i. Service/route adjustments
 1. Existing routes
 2. Prior routes (reason for failure(s))
 - ii. Amount of dead head
 - iii. Service interruptions/down time
 - iv. Staffing levels
 1. FTEs
 2. Position vacancies
 3. Ability to respond to position vacancies (ability to backup/maintain services)
 - e. Review of assets
 - i. Fleet
 1. Number
 2. Remaining life
 - ii. Facilities – operations and maintenance
 - iii. Technology
 1. Age
 2. Capability
 3. Opportunities for expansion/upgrade
 - f. Review of existing level of technology

- g. Conduct an onboard ridership survey to determine where passengers board and alight
 - h. Review opportunities to support community events
 - 2. Additionally, without a COA a demographic forecast by jurisdiction must be developed (10-year). The forecast must include:
 - a. New SF housing activity
 - i. New units permitted by year
 - ii. New units finalized for occupancy per year
 - b. Establish two demographic profiles for new residential units - senior housing units and standard housing units
 - i. Persons per household
 - ii. Family profile per household
 - iii. Age profile per household
 - iv. Economic profile per household
 - 1. Household income
 - 2. Travel time to work
2. Existing data:
 - a. 2014 COAs
 - i. Banning
 - 1. Not adopted by City Council
 - 2. Partially implemented for one-year and then terminated
 - ii. Beaumont
 - 1. Reviewed by City Council
 - 2. Partial implementation
 - a. Trunk route (Route 2) continues to operate per 2014 COA
 - 3. Demographic/population forecast from SCAG is very inaccurate
 - b. No route studies have been conducted/prepared for the City of Calimesa
 - i. What are the demographics of transit dependent residents?
 - 1. Students
 - 2. Seniors
 - ii. Should Omni be considered for service?
3. Future funding:
 - a. How sustainable are existing RCTC allocations?
 - b. What is the impact of RCTC's emphasis on rail service?
 - c. What legislative impacts are expected from Sacramento?
4. Each City Council should have the opportunity to receive a report and approve/accept the findings:
 - a. Must occur prior to final approval by the RCTC Commission
 - b. City Council concerns/issues must be addressed, and any resulting changes incorporated into a final report
5. What is the anticipated timeline for this analysis?
 - a. What is the advertising and review RFP schedule?
 - b. How will the RFPs be reviewed and approved?
 - i. Who will review?
 - ii. Who will approve?
 - c. How long is this analysis expected to take?

6. What happens after the analysis is completed?
 - a. Will participants be mandated to comply?
 - b. Will funding be tied to compliance?
 - c. When/how will this analysis be updated?
 - d. What ability will local agencies have to adjust services if the analysis proves to be inaccurate or if conditions change?

**City of Beaumont
History of Commitment to Pass Transit**

- 2006/2007 – A Pass Area Transit Committee was formed.
 - Beaumont transit staff met monthly with Banning City Council member Debbie Franklin and Banning Finance Director Bonnie Johnson.
 - Both cities worked cooperatively to conduct passenger surveys.
- 2007-2008 – Beaumont created ride guide and route maps.
- 2009 – City of Beaumont worked cooperatively with the City of Banning to prepare and implement a joint RFP to solicit proposals to outsource transit management services:
 - Beaumont implemented the RFP and ultimately awarded a contract.
 - Banning ultimately opted out of the process after the bid award and hired a different contractor outside the bid process.
- 2009 – City of Beaumont implemented Double Map:
 - City of Beaumont offered pay for the equipment and installation of Double Map on Banning vehicles so that the public could locate all Pass Transit buses through a single source/portal.
- 2011 to Present – City of Beaumont offers peak morning hour transportation to Banning residents needing to get to Beaumont Unified Schools.
- 2013-2014 – Completed a cooperate COA that included the Cities of Beaumont and Banning:
 - COA was presented to the Beaumont City Council and was implemented by the City of Beaumont.
 - COA was implemented by the City of Banning for one year.
- 2014 – City of Beaumont changed all of Route 2 maps to Route 1 as per the joint COA.
 - All related Route 2 kiosks and head signs were modified to market Route 1 (about 100) at Beaumont’s sole expense.
- 2015 – City of Beaumont reverted to Route 2 as requested by the City of Banning.
 - All related kiosks and head signs were again modified to reflect the re-established Route 2 at Beaumont’s sole expense.
- 2016 – City of Beaumont, at its sole expense, created the Pass Transit website domain.
 - City of Banning was provided access.
 - City of Beaumont offered to provide updates for City of Banning.
- October 2016 – City of Beaumont offered fare media exchange for commuter link tickets with the objective of increasing transfers onto City of Banning routes (proposal rejected by City of Banning).
- 2016 – City of Beaumont coordinates efforts with City of Banning to accommodate all Banning buses to service City of Beaumont stops on 6th Street, 8th Street, and Xenia to accommodate all 4 City of Banning buses.

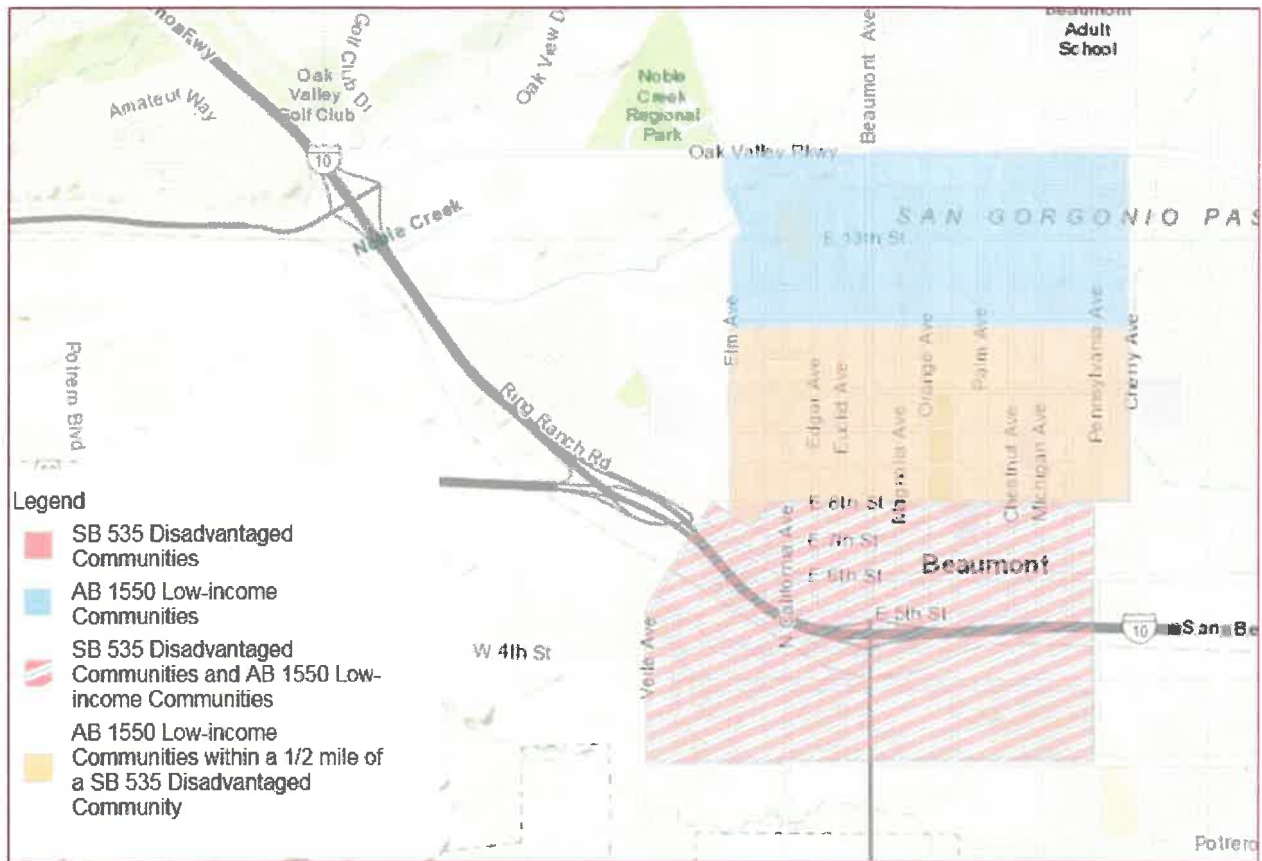
- 2017 – City of Beaumont offered to conduct a travel training for the Sun Lakes Assisted Living facility at the request of the facility. Offer was not accepted by the City of Banning.
- 2018 – City of Beaumont, as requested by City of Banning, hired a traffic engineer to evaluate the Food 4 Less bus stop.
 - Study concluded that the stop could be relocated.
 - Stop relocated at the sole expense to the City of Beaumont at the request of the City of Banning.
- 2018 – City of Beaumont, as requested by the City of Banning, hired contract staff to conduct a 7-day onboard ridership survey on Route 2.
 - City of Beaumont staff compiled the data which demonstrated that Beaumont transit dependent residents needed transportation to social services offices located in the City of Banning.
 - Ridership survey and collected data were shared with the City of Banning.
- 2019 – City of Beaumont and City of Banning are launching a Free Fare Promotion.
 - City of Beaumont is bearing 100% of the full costs of the promotion.
 - City of Beaumont is providing full grant coordination for both transit operations.
 - City of Beaumont is conducting full advertising campaign for both transit operations including the contracting of marketing specialists.
- City of Beaumont sends alerts out through Double Map when notified of critical passenger information.
 - Includes the City of Beaumont notice to City of Banning passengers when City of Banning buses are not in service.
- City of Beaumont stands ready to provide mutual aid to the City of Banning, as requested, in order to ensure service continuity.
- City of Beaumont directly addresses ridership calls pertaining to City of Banning (these calls are not transferred to the City of Banning).
- City of Beaumont has continued to accept the City of Banning fare media even though the City of Banning has refused to reimburse the City of Beaumont.

CITY OF BEAUMONT 2019 SRTP PROPOSAL TO ADDRESS ROUTE 2

Route 2 -Beaumont to Cabazon

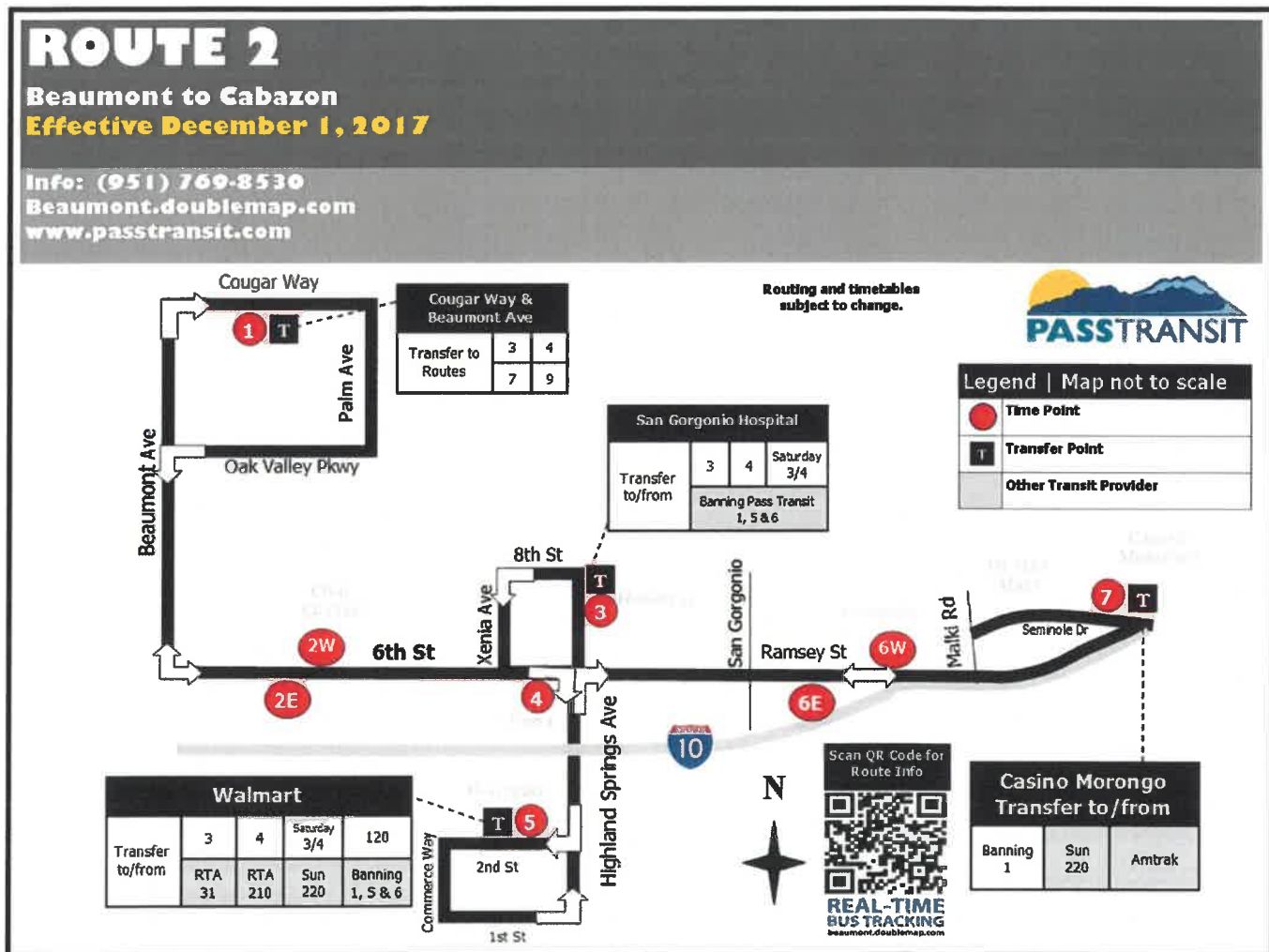
Beaumont Pass Transit's trunk route is Route 2 and has a two-hour headway from Beaumont to Cabazon. Weekday service is achieved by two buses, referred to internally as Route 2-1 and 2-2. Both Saturday and Sunday have only one bus on the route.

Route 2 services many low-income apartment complexes in Beaumont and the Beaumont downtown area neighborhoods, also referred to as "Old Beaumont." This area is deemed a low-income community.



Route 2 transports transit-dependent residents in this area to major places of interest such as social services, food banks, the courthouse, the swap meet, commercial retail including grocery stores, and employment opportunities such as the Desert Hills Outlet mall and Casino Morongo.

Below is the current route map showing key stops along the route.



Staff recommends Route 2 bus service cease operations at the request of the City of Banning, effective July 1, 2019.

To provide equitability between the two operating systems and ensure continuation of service for Beaumont transit-dependent residents who rely on transportation to social services, food banks, and the courthouse with Banning, staff proposes the following:

1. Effective July 1, 2019 – Beaumont ceases the operation of Route 2;
2. Effective July 1, 2019 – Banning limits the number of buses servicing the Beaumont Walmart stop to no more than 2 buses per hour;
3. Effective July 1, 2019 – A transfer agreement between Beaumont and Banning goes into effect which:
 - a. Allows Beaumont passengers to hop onto a Banning bus at Walmart only with a one-time transfer ticket,

- b. Provides that Banning accept as fare media (payment) a Beaumont transfer ticket in lieu of payment for a one way only ride to their Banning destination,
 - c. Provides that a Banning ticket/pass be required for anyone getting onto a Banning bus for the return trip to Walmart;
- 4. Effective July 1, 2019 – Neither agency will accept the other agency’s tickets/passes; and
- 5. Effective July 1, 2019 – Each agency will have the opportunity to develop its own transit identity and brand.

Staff Report

TO: Mayor and Council Members
 FROM: Kristine Day, Assistant City Manager
 DATE: March 5, 2019
 SUBJECT: Receive and File the Potrero Bridge Project Summary and Construction Change Order Update

Potrero Bridge Project Update:

Construction is approximately 85% complete. Construction activities for the Phase 1/1A project are winding down. Currently, the deck for the right and left bridges are being constructed including installation of steel and placement of concrete. This activity will be completed by mid-March 2019. Upon completion of the bridge deck (top surface of the box girder), the falsework will be dismantled by the end of March 2019. The remaining work includes installing bridge backwalls, concrete barrier rails, permanent erosion control and approach slabs. Contract completion is May 2019 but could end sooner pending weather.

The following table is an overview of project funding available for Phase 1/1A of the project:

Funding Source	Funding Amount
Federal	\$13,443,872.00
Local (from RSI Communities)	\$1,700,000.00
Local (from ASM Beaumont Investors)	\$340,000.00
Local (from RSI Denley Investment)	\$1,445,000.00
Local (from Lassen Development)	\$2,890,000.00
Local (from Lassen Development for utility improvements)	\$1,912,559.16
Local (from USEF Crossroads)	\$1,133,000.00
Local (from Wolverine)	\$652,644.27
TOTAL	\$23,517,075.43

The following is a revised comprehensive breakdown in project costs:

Potrero	Budget Amount	Actual	Remaining
Design	\$617,277.62	\$597,804.64	\$19,472.98
Environmental	\$1,170,816.84	\$1,169,263.00	\$1,553.84
Right of Way	\$987,185.00	\$982,603.92	\$4,581.08
Utilities	\$438,895.08	\$41,574.97	\$397,320.11
Construction Management	\$2,359,655.54	\$1,848,093.47	\$511,562.07
Construction	\$14,031,991.40	\$10,533,471.27	\$3,498,520.13
Contingency	\$3,911,253.95	\$3,007,159.16	\$904,094.79
Total	\$23,517,075.43	\$18,179,970.43	\$5,337,105.00

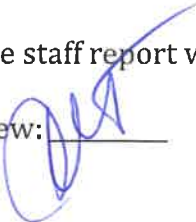
The contract change orders to date are summarized below:

CCO No.	Description	Reason for Change	Federal Funds	Other Funds	Total
1	Encroachment Permit	Not identified in plans	\$65,010.00	\$8,690.00	\$73,700.00
2	Dispute Resolution Board (DRB) Agreement	Mandatory agreement for federal contracts over \$10 million. Costs shared by the City and Contractor.	\$15,878.00	\$2,122.00	\$18,000.00
3	Maintain Traffic	Furnishing and installing additional traffic control devices to maintain safety.	\$44,105.00	\$5,895.00	\$50,000.00
4	Maintain Electrical	Keep and maintain temporary electrical system and replace previously damaged systems.	\$17,642.00	\$2,358.00	\$20,000.00
5	Potrero widening to ultimate	Safety, erosion and to tie into new development.	\$844,250.40	\$112,949.60	\$957,200.00
6	Modify AC specifications	Modify specifications to more readily available mix to avoid project delays.	\$0.00	\$0.00	\$0.00
7	Modification to Lane Closure Chart	Allows for earlier traffic closures.	\$0.00	\$0.00	\$0.00
8	ADL Variance	No hazardous material found on site.	N/A	N/A	(\$22,800.00)
9	Water line improvements	Addition of 2 24" domestic and 1 24"	\$0.00	\$140,847.10	\$140,847.10

		reclaimed water line including 4 utility block-outs to accommodate future development			
10	Brine Line Improvements (Change Order 1 for the Brine Line)	Addition of 12" Brine Line during construction	\$0.00	\$238,615.70	\$0.00 (Paid through 2017-006A)
11	Brine Line Improvements (Remaining Work) (Force Account) (Change Order 2 for the Brine Line)	Addition of 12" Brine Line during construction	\$0.00	\$324,043.15	\$0.00 (Paid through 2017-006A)
12	Water line improvements (remaining work)	Addition of 2 24" Domestic and 1 24" reclaimed water line including 4 utility block-outs to accommodate future development	\$0.00	\$1,526,712.06	\$1,526,712.06
13	Remove & install chain link fence	Improve safety for motorists, pedestrians, and surrounding businesses.	\$0.00	\$128,700.00	\$128,700.00
			\$986,885.40	\$2,490,932.61	\$2,892,359.16

Fiscal Impact:

The cost to prepare the staff report was approximately \$200.

Finance Director Review: 

Recommendation:

1. Receive and file the Potrero Bridge Project Summary and Construction Change Order Update.

City Manager Review: 

Staff Report

TO: Mayor and City Council Members
FROM: Kristine Day, Assistant City Manager
DATE: March 5, 2019
SUBJECT: Wastewater Treatment Plant Expansion/Renovation and Brine Pipeline Installation Project Status Update

Brine Pipeline Installation Project Updates:Reach 1

- Weather has significantly impacted construction efforts on Reach 1 due to amount of rain fall, ground saturation and soil conditions. The contractor is requesting 10+ weather days for the month of February.
- The contractor continues to work in the following areas:
 - 4th Street
 - Potrero Blvd. – 60 FWY to Oak Valley Parkway
 - Oak Valley Parkway / San Timoteo Canyon Road
- WEKA is coordinating with the Potrero contractor, Ortiz, for installation of the brine line in the bridge project area.
- The three week look ahead schedule is included as an attachment to this report (Attachment A)

Reach 2

- Weather has impacted the construction efforts on Reach 2 due to the amount of rain fall. The ground saturation and soil conditions are better than Reach 1 due to differing soil makeup. The contractor is requesting 6+ weather days for the month of February.
- The contractor has excavated and installed pipe on Bermudez.
- The contractor is currently working on excavation and pipe installation on New Jersey.
- Next installation section will be Orange St.
- The three week look ahead schedule is included as an attachment to this report (Attachment B)

Approved Change Orders:

CO No.	Contractor	Description	Reason for Change	Amount
1 (Potrero CO 10)	Weka, Inc.	Brine Line Improvements (Pre-Authorized)	Addition of 12" Brine Line during construction	\$238,615.70
2 (Potrero CO 11)	Weka, Inc.	Brine Line Improvements (Remaining Work) (Force Account)	Addition of 12" Brine Line during Construction	\$324,043.15 Not to Exceed but direct to Force Account
3	Weka, Inc.	Brine Line Improvements Potrero Boulevard – 4 th Street	Addition of 12" Brine Line During Construction	\$646,482.65
4	Weka, Inc.	County of Riverside Encroachment Permit Credit	City paid fee for encroachment permit, but	(\$45,460.00)
5	Weka, Inc.	Potrero Bridge / Caltrans Right-of-Way	Brine Line Installation Requirements	NTE \$90,000.00
Brine Line Contingency		Budget Amount	Change Orders 1-5	Remaining
		\$2,600,000.00	\$1,253,681.50	\$1,346,318.50

The costs to date for the brine pipeline permits are as follows:

Agency	Description	Amount
City of San Bernardino	Brine Line Encroachment Permit	\$682.50
Riverside County Tax Collection	Permit for Brine Line	\$2,000.00
Union Pacific Railroad (UPRR)	Pipeline Crossing Agreement & Encroachment Permit	\$97,655.00
San Bernardino Flood Control	Brine Line Encroachment Permit	\$9,539.00
City of Redlands	Plan Check Fees	\$2,500.00
City of Loma Linda	Plan Check Fee for Brine Line	\$13,000.00
SAWPA	Brine Line Encroachment Permit Deposit	\$5,000.00
County of San Bernardino	CEQA Environmental Filing Fee	\$50.00
Riverside County – Paid by Weka	Permit for Brine Line – Supplemental Inspection Fee	\$45,460.00

California Department of Fish & Wildlife	1602 Permit	\$5,145.75
State Water Resources Control Board	401 WQC	\$24,197.00
Various monitoring required by EIR	Paid Hourly	\$250,000.00
Total		\$455,229.25

The project accounting for the Brine Line Project is as follows:

Brine Line	Budget Amount	Actual	Remaining
Design	\$2,082,357.37	\$1,705,840.83	\$376,516.55
Construction Management	\$3,436,471.38	\$525,621.94	\$2,910,849.44
Permit	\$508,240.25	\$205,229.25	\$303,011.00
Construction	\$31,884,226.35	\$2,106,776.20	\$29,777,450.15
Contingency	\$2,600,000.00	\$1,346,318.50	\$1,253,681.50
Total	\$40,511,295.35	\$5,889,786.72	\$34,621,508.64

Wastewater Treatment Plant Expansion/Renovation Project:

- Weather has significantly impacted construction efforts on the Wastewater Treatment Plant Expansion/Renovation Project due to amount of rain fall, ground saturation and soil conditions. The contractor is requesting 24 weather days for the month of February.
- Excavation and fine grade for the aerations basins are on-going and considered critical path.
- Pre-fabrication of formwork will continue for the aerations basins and the MBR building.
- The contractor has several upcoming concrete pours associated with the MBR, grit chamber and influent piping.
- The three week look ahead schedule is attached for review (Attachment C)

Approved Change Orders:

CO No.	Description	Reason for Change	Amount
1	MBR System Improvements	Enhance the performance of MBR System	NTE \$150,000.00

3	New Aeration Basin 1 through 3 Excavation	Conflict with Existing Utilities	NTE \$20,000.00
4	Structural and Mechanical Modifications	Pre-Selected Submittals	\$57,450.64
Budget Amount		Change Orders 1-4	Remaining
\$4,000,000.00		\$227,205.64	\$3,772,794.36

The project accounting for the WWTP Project is as follows:

WWTP	Budget Amount	Paid to Date	Remaining
Design	\$2,709,798.23	\$2,556,649.26	\$153,148.97
Construction Management	\$5,308,585.72	\$699,262.48	\$4,609,323.24
Equipment	\$252,906.00	\$112,866.00	\$140,040.00
Permits	\$324,776.76	\$35,089.80	\$289,686.96
Construction	\$53,910,737.00	\$3,979,368.86	\$49,931,368.14
Contingency	\$4,000,000.00	\$0	\$4,000,000.00
Total	\$66,506,803.71	\$7,383,236.40	\$59,123,567.31

Fiscal Impact:

No additional fiscal impacts beyond the project budget.

Finance Director Review: 

Recommendation:

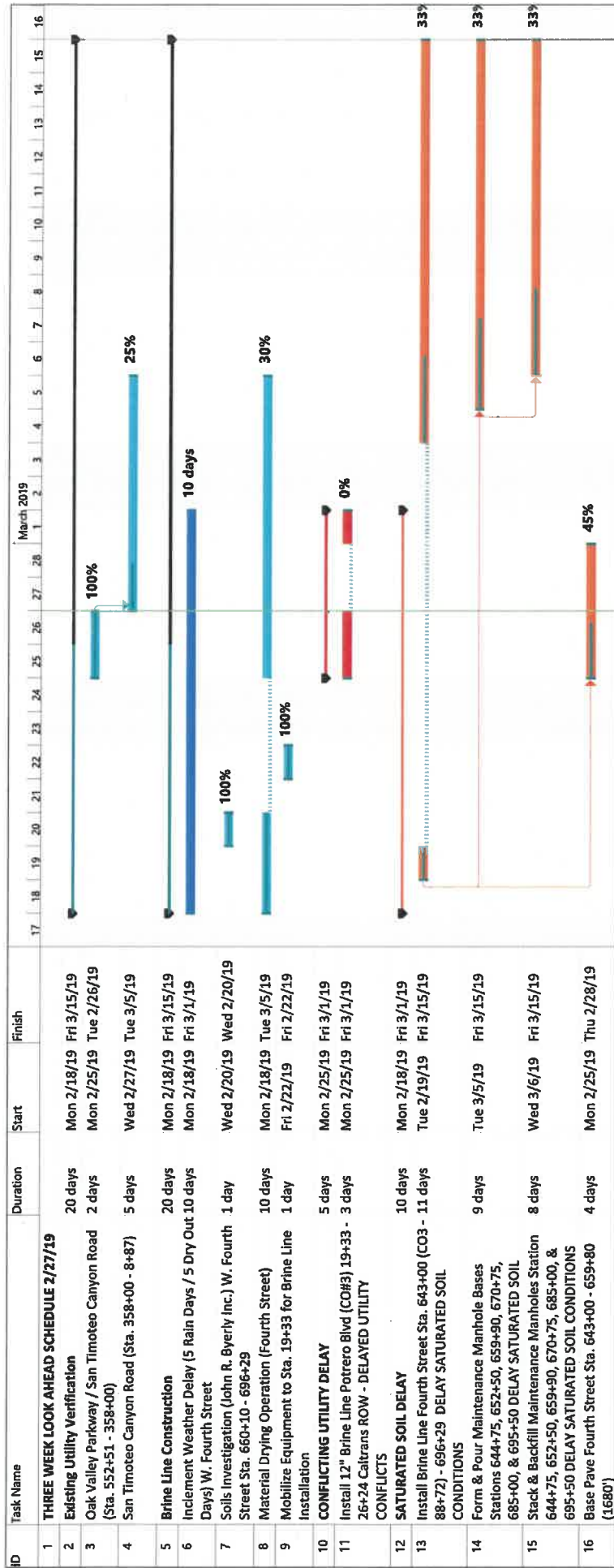
1. Receive and file the project updates

City Manager Review: 

Attachments:

- A. Brine Line Reach 1 – 3 Week Schedule
- B. Reach Line Reach 2 – 3 Week Schedule
- C. WWTP – 3 Week Schedule

Attachment A
Brine Line Reach 1 – 3 Week Schedule



Task

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

Project: Three Week Look Ahea

Date: Wed 2/27/19

Attachment B
Brine Line Reach 2 – 3 Week Schedule

Beaumont Brine Disposal Pipeline Phase 2
T.E. ROBERTS-3 WEEK LOOK AHEAD SCHEDULE
02/18/19 - 03/17/19

MONDAY 02/18/19	TUESDAY 02/19/19	WEDNESDAY 02/20/19	THURSDAY 02/21/19	FRIDAY 02/22/19	SATURDAY 02/23/19	SUNDAY 02/24/19
HOLIDAY NO WORK	EXCAVATE & INSTALL		ASPHALT CURB REMOVALS ASPHALT GRINDING		NO WORK	
	BERMUDEZ		NEW JERSEY			
PIPE FUSING (NEW JERSEY)						
MONDAY 02/25/19	TUESDAY 02/26/19	WEDNESDAY 02/27/19	THURSDAY 02/28/19	FRIDAY 03/01/19	SATURDAY 03/02/19	SUNDAY 03/03/19
EXCAVATE & INSTALL						
NEW JERSEY						
PIPE FUSING						
SAWCUTTING @ BARTON & NEW JERSEY						
MONDAY 03/04/19	TUESDAY 03/05/19	WEDNESDAY 03/06/19	THURSDAY 03/07/19	FRIDAY 03/08/19	SATURDAY 03/09/19	SUNDAY 03/10/19
EXCAVATE & INSTALL						
NEW JERSEY						
NEW JERSEY BETWEEN BARTON & ORANGE						
BASE PAVING						
MONDAY 03/11/19	TUESDAY 03/12/19	WEDNESDAY 03/13/19	THURSDAY 03/14/19	FRIDAY 03/15/19	SATURDAY 03/16/19	SUNDAY 03/17/19
EXCAVATE & INSTALL						
NEW JERSEY & ORANGE						
BASE PAVING						
			ORANGE			
			BASE PAVE NEW JERSEY			
			BASE PAVE NEW JERSEY			
NO WORK						

Attachment C
WWTP – 3 Week Schedule

Staff Report

TO: Mayor and City Council Members
FROM: Kyle Warsinski, Economic Development Manager
DATE: March 5, 2019
SUBJECT: 2019-2020 Legislative Platform

Background and Analysis:

On February 2, 2019, the City Council reviewed and discussed the draft legislative platform for the upcoming legislative season. The purpose of the platform is to provide the City's lobbyist, Townsend Public Affairs (TPA), with the Council's position on topics and issues they have demonstrated a consensus on. This will allow TPA, to act quickly on behalf of the City when legislation is proposed that either agrees with or conflicts with, the City's position as described in the platform.

Some issues may not have a consensus and therefore are not included in the legislative platform. TPA will not take a position on those bills but will provide a report to the City on the proposed legislation. The report will include the summary, impacts to the City, and other relevant information. TPA will not act on bills not identified in the platform unless directed by the Council.

Key principles contained within the platform are as follows:

I. Preserve Local Control

Preserve and protect the City's powers, duties and prerogatives to enact local legislation and policy direction concerning local affairs and oppose legislation that preempts local authority. Local agencies should preserve authority and accountability for revenues raised and services provided.

II. Promote Fiscal Stability

Support measures that promote fiscal stability, predictability, financial independence, and preserve the City's revenue base and maximum local control over local government budgeting. Oppose measures that shift local funds to the County, State or Federal Governments and/or make cities more dependent on the County, State or Federal Governments for financial stability, such as unfunded mandates or mandated costs with no guarantee of local reimbursement or offsetting benefits.

III. Support Funding Opportunities

Support opportunities that allow the City to compete for its fair share of regional, state and federal funding. Support funding for programs with combined benefits to air quality, water quality, affordable housing, infrastructure (including multi-modal transportation systems), public safety and public health.

IV. Enhance Quality of Life Through Adequate Public Safety

Reform recently enacted criminal justice laws — enacted by both statute and initiative — that have eroded public safety protections of Beaumont residents. Protect public safety by reducing access to firearms for the mentally ill. Protect existing city authority to deliver local emergency services.

The platform contains policy statements covering the following areas:

1. Administration
2. Economic development
3. Environment and California Environmental Quality Act (CEQA)
4. Air quality
5. Building
6. Natural hazards
7. Solid waste and recycling
8. Water quality and water supply
9. Land use planning and housing
10. Education and libraries
11. Parks and recreation
12. Human resources and risk management
13. Public safety and police
14. Fire and emergency medical services
15. Transportation and public works

Fiscal Impact:

None

Finance Director Review:



Recommendation:

1. Approve the 2019-20 Legislative Platform as proposed.

City Manager Review:



Attachments:

A. 2019-20 Legislative Platform

Attachment A

2019-2020 Legislative Platform



CITY OF BEAUMONT

2019 LEGISLATIVE PLATFORM

PURPOSE

The City of Beaumont's 2019 Legislative Platform confirms the City Council's position on current issues with the potential to directly or indirectly impact the City, thereby establishing guidelines to actively pursue pending legislation through monitoring and communications activities. Below are the Guiding Principles and Policy Statements that will allow City staff to address 2019 legislative and regulatory issues in a timely manner, without precluding the consideration of additional legislative and budget issues that may arise during the legislative session.

GUIDING PRINCIPLES

I. PRESERVE LOCAL CONTROL

Preserve and protect the City's powers, duties and prerogatives to enact local legislation and policy direction concerning local affairs and oppose legislation that preempts local authority. Local agencies should preserve authority and accountability for revenues raised and services provided.

II. PROMOTE FISCAL STABILITY

Support measures that promote fiscal stability, predictability, financial independence, and preserve the City's revenue base and maximum local control over local government budgeting. Oppose measures that shift local funds to the County, State or Federal Governments and/or make cities more dependent on the County, State or Federal Governments for financial stability, such as unfunded mandates or mandated costs with no guarantee of local reimbursement or offsetting benefits.

III. SUPPORT FUNDING OPPORTUNITIES

Support opportunities that allow the City to compete for its fair share of regional, state and federal funding. Support funding for programs with combined benefits to air quality, water quality, affordable housing, infrastructure (including multi-modal transportation systems), public safety and public health.

IV. ENHANCE QUALITY OF LIFE THROUGH ADEQUATE PUBLIC SAFETY

Reform recently enacted criminal justice laws — enacted by both statute and initiative — that have eroded public safety protections of Beaumont residents. Protect public safety by reducing access to firearms for the mentally ill. Protect existing city authority to deliver local emergency services.

POLICY STATEMENTS

Administration

1. Oppose State or Federal efforts to "borrow" local revenues and encourage the State to find other methods of balancing its budget.
2. Support local government action, rather than the imposition of state, federal or regional mandates upon local governments, as well as federal mandates placed on the state.
3. Support maximum flexibility for local government in contracting and contract negotiations.

4. Support open government initiatives as well as the principles of the open meetings provisions of the Ralph M. Brown Act at all levels of government.
5. Support legislation that facilitates the ability of local government to share resources to increase efficiencies and decrease costs, including local efforts to address regional management of public safety personnel.
6. Support legislation that preserves the ability of local governments to determine the appropriate type of election for their jurisdiction.
7. Monitor local, state and federal legislation pertaining to e-cigarettes and cannabis.
8. Monitor and evaluate Proposition 13 and city and county tax apportionment proposals.
9. Monitor and evaluate all proposals that include an unfunded mandate.

Economic Development

10. Support international, statewide, regional and local efforts to attract, retain and provide resources for current and future commercial and industrial businesses.
11. Support efforts to provide funding mechanisms for economic development tools including infrastructure investment, housing and economic development.
12. Support policies and programs that encourage working with other cities, counties and government agencies to jointly leverage resources and assets to create and strengthen economic clusters within the region.
13. Support policies, projects, programs and regulations for diversifying Beaumont's primary economic base and facilitating investment in the City's industrial areas that will result in maintaining or growing local jobs and creating an environment that is attractive to current and emerging industries.
14. Support economic development initiatives that preserve and enhance a positive business climate and maintain and grow the business tax base.
15. Retain job skills to adapt to economic job changes due to advances in technology.

Environment

16. Support legislation that provides funding opportunities focused on coordinating sustainable planning in transportation, housing and economic development.

Air Quality

17. Support continued funding and incentives to local agencies to work together to improve air quality through the reduction of emissions and advancing economic and technical developments.
18. Oppose any policy or guidelines of the California Air Resources Board, or any other agency, that restricts the introduction of mixed-use development projects near multi-modal transportation centers.
19. Support policies, guidelines, incentives and funding for programs with combined benefits to air quality, water quality, housing, infrastructure (including multi-modal transportation systems) and public health.

Building

20. Support policies and guidelines to facilitate alternative building methods, materials and technologies.
21. Oppose policies that mandate building requirements with a sole power source.

Natural Hazards

22. Support programs which provide funding to hazard mitigation projects including those identified in a FEMA-approved Local Hazard Mitigation Plan.
23. Support funding of state efforts to update and prepare earthquake hazard mapping.
24. Support legislation and funding that would create an earthquake early warning system.

Solid Waste and Recycling

25. Support measures that maintain and enhance local authority and economic flexibility to regulate solid waste and recyclables.
26. Oppose any measures that invalidate AB 939 (California Integrated Waste Management Act of 1989) indemnification and prevent cities from negotiating indemnification clauses with waste haulers as well as support measures that would mandate state agencies to comply with AB 939 in the same manner as required of cities and counties.

Water Quality and Water Supply

27. Support and monitor legislation that would increase the availability of, and funding for, water conservation, water reuse technologies, water recycling, local water storage and other water supply technologies such as the Groundwater Replenishment System project.
28. Support the enhancement of a reliable and sustainable water supply for California.
29. Support measures to increase water supply and improve water quality in the region, including drought relief legislation
30. Monitor water desalination technologies and support community education efforts, both pro and con, regarding desalination.
31. Support funding opportunities that are provided to local jurisdictions through Proposition 1, the Water Quality, Supply and Infrastructure Improvement Act of 2014 and Proposition 68, Park, Environment, and Water Act of 2016.

California Environmental Quality Act (CEQA)

32. Support all efforts to create efficiencies within CEQA and support efforts to limit delays in the local planning and development process.
33. Support legislation that allows State agencies and local governments to continue to retain full authority to reject projects or to condition project approvals and impose mitigation measures.

Land Use Planning and Housing

34. Support efforts to strengthen the legal and fiscal capability of local agencies to prepare, adopt and implement plans for orderly growth, development, beautification and conservation of local planning areas.
35. Support housing measures that promote the development and enhancement of safe and affordable housing and accessible housing within the City for all economic segments of the population.
36. Support funding opportunities that are provided to local jurisdictions through state wide bond efforts.
37. Monitor local, state and federal actions related to medical and recreational marijuana regulatory changes.
38. Oppose measures to withhold funding dedicated to transportation funding unless proposed housing goals are being met.

Libraries

39. Support full funding of the Public Library fund and other local public library programs.

Education

40. Support measures that support, encourage, and/or fund Career Technical and Science, Technology, Engineering and Math (STEM) educational opportunities.

Parks and Recreation

41. Oppose efforts that erode funding for vital regional and community services that negatively impact Californian's access to parks, open space, bike lanes, after school programming, senior services, facilities that promote physical activity, protect natural resources and strengthen safety and security.
42. Support legislation and funding opportunities (e.g. federal and state park grant funds, conservancy grant funds, project mitigation funds, etc.) that helps cities build better, stronger communities by providing funding to improve air, water, parks, open space, natural resources, historic preservation, the arts and cultural resources.
43. Promote local agency control over policies that recognize the benefits of parks and recreation facilities.

Human Resources and Risk Management

44. Oppose measures that reduce local control over employee relations issues or mandate new or enhanced local government employee benefits.
45. Oppose measures that impose compulsory and binding arbitration with respect to employees.
46. Support legislation to amend the Americans with Disabilities Act to require notice prior to filing a lawsuit.
47. Support pension reform measures designed to control or decrease employer liability or increase transparency in reporting without imposing undo hardships or administrative burdens on local government.

Public Safety

48. Support measures that encourage community safety and well-being including those which support state and federal reimbursement of homeland security related expenses.
49. Support the use of Homeland Security Funds for local law enforcement agencies as first responders.
50. Advocate for the strengthening and enforcement of penalties under Proposition 83 (Jessica's Law).

Police

51. Support local control over adult entertainment facilities, problem alcohol establishments and properties where illegal drugs are sold.
52. Support local control for the regulation of cultivation, storage, manufacture, transport and use of medical marijuana.
53. Support legislation increasing resources and local authority for abatement of public vandalism, especially graffiti.
54. Support use of Homeland Security Funds for local public safety agencies.
55. Monitor and review statewide actions to reform POBAR to allow for more transparency.

Fire and Emergency Medical Services

56. Support local control of emergency medical services and ambulance service, including pre-hospital care and transport.
57. Support efforts to streamline and coordinate hazardous materials regulations.
58. Oppose National Fire Prevention Association (NFPA) standard 1710 requiring four-person fire crew staffing on each apparatus but support effective firefighting force.
59. Oppose the California Emergency Response Initiative and similar initiatives.

Transportation and Public Works

60. Support legislation that would increase funding for local transportation projects including road resurfacing projects, local transit projects, adding bicycle lanes, sidewalks and trails throughout the city where appropriate, programs that facilitate development-oriented transit and transit-oriented development and enhancing pedestrian safety.
61. Support increased State and Federal funding of transportation improvements with regional or sub-regional benefits for all modes of transportation.
62. Support protection of dedicated transportation-related tax revenues and enhance the ability of local agencies to finance local transportation programs and facilities.
63. Support joint planning efforts and projects with Beaumont's border cities on traffic congestion relief projects.
64. Support the reallocation of state or federal transportation dollars to fund local rail and transit projects.
65. Support commuter public transportation hubs to be located in areas in populated areas where there will be a large public benefit.

2019 LEGISLATION TRACKING

<u>Bill #</u>	<u>Title</u>	<u>Sponsor</u>	<u>Position</u>	<u>Platform Match</u>
AB				



To: City Council
From: John O. Pinkney, City Attorney
Date: February 26, 2019
Re: Status of Pending Litigation Against City of Beaumont

Pending Litigation Against the City (does not include litigation initiated by the City)

1. **The Hupp Cases: *Aristea Hupp v. Solera Oak Valley Green Association et al.*, Case No. RIC 1512779 Consolidated with Case No. RIC 1515215 (Pre-Trial)**
2. ***Urban Logic v. City of Beaumont et al.*, Case No. RIC 1707201 (Pre-Trial)**
3. ***A.C. Equipment v. City of Beaumont, et al.*, Case No. RIC 1714429 (Pleading Stage)**
4. ***Elijah Scott Talley et al. v. City of Beaumont et al.*, Case No. RIC 1810937 (Pre-Trial)**
5. ***Elizabeth Serrato v. City of Beaumont*, Case No. RIC 1820593 (Pre-Trial)**
6. ***Angela Santa Cruz, individually and as Guardian ad litem for M.L.V., a minor v. City of Beaumont et al.*, Case No. 2:18-CV-08427 (Pre-Trial)**