



**BEAUMONT**  
— CALIFORNIA —  
**REGULAR SESSION**  
**AGENDA**

**Tuesday, May 2, 2023**  
**Regular Meeting: 6:00 PM**  
**550 E. Sixth Street, Beaumont, CA**

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.

#### **MEETING PARTICIPATION NOTICE**

This meeting will be recorded for live streaming as well as open to public attendance. Please use the following link during the meeting for live stream access: [beaumontca.gov/livestream](https://beaumontca.gov/livestream)

Public comments will be accepted using the following options.

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

[nicolew@beaumontca.gov](mailto:nicolew@beaumontca.gov)

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

3. In-person comments are accepted by notifying the City Clerk using a provided Request to Speak Form prior to the start of the Public Comment Period. Public comments shall not exceed three (3) minutes unless otherwise authorized by City Council.

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

**REGULAR SESSION**

**A. CALL TO ORDER**

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

Action of any Requests for Excused Absence  
Pledge of Allegiance  
Invocation  
Adjustments to the Agenda  
Conflict of Interest Disclosure

**B. ANNOUNCEMENTS / RECOGNITION / PROCLAMATIONS / CORRESPONDENCE**

**C. PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)**

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

**D. 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.*

**D.1 Ratification of Warrants**

7

**Recommended Action:**  
Ratify Warrants dated:

April 13, 2023  
April 21, 2023

**D.2 Approval of Minutes**

45

**Recommended Action:**  
Approve Minutes dated:

April 10, 2023 - Workshop  
April 18, 2023 - Workshop  
April 18, 2023

**D.3 Agreement for Purchase of Mitigation Bank Credits Associated with Capital Improvement Project 2017-028 Fire Station No. 106**

56

**Authorize an agreement in an amount of \$59,500 for purchase of mitigation bank credits associated with CIP 2017-028 Fire Station No. 106 (formerly known as the Westside Fire Station).**

**Recommended Action:**

Authorize the Mayor to execute an agreement for the sale of credits in an amount of \$59,500 for purchase of mitigation bank credits associated with CIP 2017-028 Fire Station No. 106, and

Authorize City staff to effectuate the cancellation of letter of credit with the California Department of Fish and Wildlife associated with CIP-028 Fire Station No. 106.

- D.4 Cancellation of Emergency Management Coordination Services by the Riverside County Emergency Management Department** 85  
**Cancellation of Emergency Management Coordination Services by the Riverside County Emergency Management Department**

**Recommended Action:**

Approve the issuance of a letter of intent to cancel the Emergency Management Service agreement with the Riverside County Emergency Management Department with an effective end date of August 3, 2023.

- D.5 Consider Adopting a Resolution Waiving the Facility Use and Staff Fees at the Albert A. Chatigny Sr. Community Recreation Center (CRC) for Beaumont-Cherry Valley Rotary Club Cherries Jubilee Event** 104  
**Consideration to waive building rental and staff fees for the 2023 Cherries Jubilee hosted by the Beaumont-Cherry Valley Rotary Club.**

**Recommended Action:**

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

- D.6 Legislative Visit to Sacramento** 112  
**Summary of City legislative visit to Sacramento in conjunction with CalCities.**

**Recommended Action:**

Receive and file.

- D.7 Encroachment Agreement with Flock Group, Inc. for Vehicle Monitoring in the Public Right-of-Way** 115  
**Installation and maintenance of camera, radio transmission and other equipment as directed by Beaumont Police Department.**

**Recommended Action:**

Approve the encroachment agreement for the installation of Flock technology with Flock Group, Inc. within the public right-of-way.

- D.8 Set Time, Date and Place for a Special Workshop to Continue the Discussion of the Fiscal Year 2023-2024 City-Wide Annual Budget** 125  
**Continuation of the FY 2023/24 City-Wide Annual Budget discussion.**

**Recommended Action:**

Set time, date and place of the continued Budget Workshop to be May 9,

2023, at 5:30 p.m. in Council Chambers.

**E. YOUTH COUNCIL REPORT**

Beaumont Youth Council Report Out and City Council Direction

**F. PUBLIC HEARINGS**

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

- F.1 Public Hearing: Fiscal Year 2023/24 – 2025/26 Short Range Transit Plan First Full Draft** 126  
**Public Hearing for the Fiscal Year 2023/24 – 2025/26 Short Range Transit Plan.**

**Recommended Action:**

Hold a public hearing and adopt the plan with any recommended changes.

**G. ACTION ITEMS**

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

- G.1 Approval of Acquisition Agreement for Community Facilities District No. 2016-3 (Sundance) and Authorizing the Issuance of its Special Tax Bonds, Series 2023** 205  
**Approval of Acquisition Agreement for Community Facilities District No. 2016-3 (Sundance) and Authorizing the Issuance of its Special Tax Bonds, Series 2023.**

**Recommended Action:**

Waive the full reading and adopt 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 City of Beaumont Community Facilities District No. 2016-3 (Sundance) and Approving Certain Documents and Taking Certain other Actions in Connection Therewith” and

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 District No. 2016-3 (Sundance), Authorizing the Issuance of Its 2023 Special Tax Bonds in an Aggregate Principal Amount not to Exceed \$10,000 and Approving Certain Documents and Taking Certain Other Actions in Connection Therewith.”

- G.2 Sponsorship of the 2023 Cherry Festival Strategic Plan Level 3, Target 1, Goal 3** 493

**Recommended Action:**

Approve the sponsorship of the 2023 Beaumont Cherry Festival and allocate \$100,000 from the Recreation Programs Account No. 100-1550-7040-0000; and

Approve the payment for the portable stage for an amount of \$10,000 from 100-1550-7040-0000; and

Authorize the City Manager to approve the payment up to 75% of the

total amount for the services for the auditor from 100-1200-7900-000 once the invoice is received.

- G.3 **Approve a Public Works Agreement with Smart City Electric Group for Fire Station 66 Electrical Upgrades in an Amount Not to Exceed \$63,045.20 – Capital Improvement Project (CIP) No. PS-03** 509  
**Award Public Works Agreement for Electrical Upgrade Services at Fire Station 66 – CIP No. PS-03.**

**Recommended Action:**

Approve the Purchase Order for Smart City Electric Group in the amount of \$69,345.20, and

Authorize the Mayor to execute the Public Works Agreement for services for Fire Station 66 Electrical Upgrades for CIP No. PS-03.

- G.4 **Approve a Purchase Order for RDO Equipment Co. for the Purchase of a John Deere Skip Loader in the Amount of \$151,657.09** 751  
**Approve Purchase Order for Skip Loader.**

**Recommended Action:**

Approve the Purchase Order for RDO Equipment Co. for the purchase of a skip loader in the amount of \$151,657.09.

- G.5 **Discussion and Update on the Purchase of a Spartan 105' Quint Aerial Apparatus Ladder Truck for Fire Station 106 – Capital Improvement Project No. PS-05** 760  
**Discussion and update on CIP Project No. PS-05.**

**Recommended Action:**

Discuss the updated information and provide City staff with direction. Should City Council decide to allocate funds to increase CIP Project No. PS-05, the item would need to be brought back as a public hearing on May 16, 2023, to amend the current capital improvement plan.

**H. LEGISLATIVE UPDATES AND DISCUSSION**

- H.1 **Discussion on Proposed Assembly Bills – AB1000 (Reyes) and AB1748 (Ramos)** 763  
**League of California Cities has reached out to cities in San Bernardino and Riverside Counties to gather input from cities on the proposed Assembly Bills AB1000 and AB1748.**

**Recommended Action:**

Discuss and provide direction to staff.

**I. ECONOMIC DEVELOPMENT UPDATE**

Economic Development Committee Report Out and City Council Direction

**J. CITY TREASURER REPORT**

Finance and Audit Committee Report Out and City Council Direction

**K. CITY CLERK REPORT**

**L. CITY ATTORNEY REPORT**

**M. CITY MANAGER REPORT**

**N. FUTURE AGENDA ITEMS**

- Resource for residents to contact local businesses
- Truck routes
- Short-term rentals
- Assessment for the need of additional community center(s)
- Sign ordinance

**O. COUNCIL REPORTS**

White

Voigt

Lara

Fenn

Martinez

**P. ADJOURNMENT**

The next regular meeting of the Beaumont City Council, Beaumont Financing Authority, the Beaumont Successor Agency (formerly RDA), the Beaumont Utility Authority, the Beaumont Parking Authority and the Beaumont Public Improvement Agency is scheduled for Tuesday May 18, 2023, at 6:00 p.m. unless otherwise posted.



**WARRANTS TO BE RATIFIED**

Thursday, April 13, 2023

**Wells Fargo**


<b>Printed Checks</b>	111523-111543	\$	67,405.36	FY 22/23
<b>EFT</b>	686-690	\$	904,557.94	
<b>NvoicePay</b>	APA004137-APA004217	\$	281,098.88	FY 22/23
	<b>A/P Total</b>	<u>\$</u>	<u>1,253,062.18</u>	

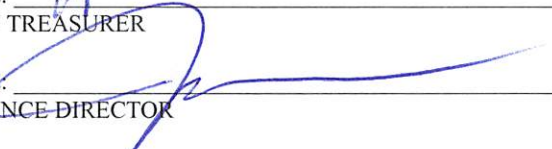
<b>Bank Drafts</b>	MG Trust	\$	28,116.52	457 Payroll 04/07/23
		\$	1,381.86	401(A) Payroll 04/07/23
		\$	1,006.22	FICA Payroll 04/07/23
		\$	52,078.30	743 Classic
		\$	49,372.18	742 Classic
	Cal PERS	\$	29,229.59	27308 PEPRA
		\$	27,081.95	25763 PEPRA
		\$	1,817.21	Sewer bill draft returns
	ACH Returns			

**Bank of Hemet**

<b>Printed Checks</b>	1151-1154	\$	2,012.33	Garnishments
<b>Bank Drafts</b>	4503-4515	\$	117,120.78	Payroll Taxes

I DO HEREBY CERTIFY THIS WARRANT LIST HAS BEEN COMPILED AND PREPARED TO MEET THE DAILY OPERATIONS FOR THE FISCAL YEAR JULY 1, 2022 - JUNE 30, 2023

SIGNATURE:   
 TITLE: CITY TREASURER

SIGNATURE:   
 TITLE: FINANCE DIRECTOR



City of Beaumont, CA

# Check Report

By Check Number

Date Range: 04/07/2023 - 04/13/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP BANK WF-AP BANK WELLS FARGO						
2559	SEDGWICK CLAIMS MANAGEMENT SERVICES, I	04/13/2023	EFT	0.00	10,070.75	688
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">400000132788</a>	Invoice	04/13/2023	WORKERS COMP CLAIMS	0.00	10,070.75	
	<a href="#">100-1240-7068-0000</a>		CONTRACTUAL SERVICES WORKERS COMP CLAIMS		10,070.75	
2540	WESTERN RIVERSIDE COUNTY REGIONAL CONS	04/13/2023	EFT	0.00	242,327.00	689
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">MARCH 2023</a>	Invoice	04/13/2023	MARCH 2023 MSHCP FEES	0.00	242,327.00	
	<a href="#">570-0000-2005-0000</a>		DUE TO WRCRCA (MSHCP MARCH 2023 MSHCP FEES		242,327.00	
3101	WRCOG	04/13/2023	EFT	0.00	646,656.00	690
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">MARCH 2023</a>	Invoice	04/13/2023	MARCH 2023 TUMF FEES	0.00	646,656.00	
	<a href="#">570-0000-2010-0000</a>		DUE TO WRCOG (TUMF) MARCH 2023 TUMF FEES		646,656.00	



Check Report

Date Range: 04/07/2023 - 04/13/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1147	BEAUMONT CHERRY VALLEY WATER DIST.	04/13/2023	Regular	0.00	9,472.14	111525
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>04/13/23</u>	Invoice	04/13/2023	WATER UTILITIES	0.00	9,472.14	
	<b>Account Number</b>		<b>Account Name</b>		<b>Item Description</b>	<b>Distribution Amount</b>
	<u>100-3250-7010-0000</u>		UTILITIES		WATER UTILITIES	2,926.70
	<u>100-3250-7010-007A</u>		UTILITIES (IA 7A)		WATER UTILITIES	182.72
	<u>100-3250-7010-007B</u>		UTILITIES (IA 7B)		WATER UTILITIES	59.93
	<u>100-3250-7010-008B</u>		UTILITIES (IA 8B)		WATER UTILITIES	91.36
	<u>100-3250-7010-010A</u>		UTILITIES (IA 10)		WATER UTILITIES	278.54
	<u>100-3250-7010-012A</u>		UTILITIES (IA 12)		WATER UTILITIES	314.91
	<u>100-3250-7010-014B</u>		UTILITIES (IA 14B)		WATER UTILITIES	91.36
	<u>100-3250-7010-014X</u>		UTILITIES (IA 14)		WATER UTILITIES	654.50
	<u>100-3250-7010-015X</u>		UTILITIES (IA 15)		WATER UTILITIES	143.11
	<u>100-3250-7010-018X</u>		UTILITIES (IA 18)		WATER UTILITIES	98.71
	<u>100-3250-7010-019A</u>		UTILITIES (IA 19A)		WATER UTILITIES	91.36
	<u>100-3250-7010-019C</u>		UTILITIES (IA 19C)		WATER UTILITIES	34.88
	<u>100-3250-7010-06A1</u>		UTILITIES (IA 6A1)		WATER UTILITIES	270.50
	<u>100-6000-7010-6045</u>		UTILITIES - COMMUNITY		WATER UTILITIES	345.51
	<u>100-6050-7010-0000</u>		UTILITIES		WATER UTILITIES	481.49
	<u>100-6050-7010-003X</u>		UTILITIES IA 3		WATER UTILITIES	72.63
	<u>100-6050-7010-008A</u>		UTILITIES IA 8A (SUNDAN		WATER UTILITIES	457.38
	<u>100-6050-7010-008C</u>		UTILITIES IA 8C		WATER UTILITIES	33.73
	<u>100-6050-7010-008D</u>		UTILITIES IA 8D		WATER UTILITIES	209.67
	<u>100-6050-7010-008E</u>		UTILITIES IA 8E		WATER UTILITIES	91.36
	<u>100-6050-7010-014A</u>		UTILITIES IA 14A (OAK VA		WATER UTILITIES	91.36
	<u>100-6050-7010-014B</u>		UTILITIES IA 14B		WATER UTILITIES	373.96
	<u>100-6050-7010-018X</u>		UTILITIES IA 18		WATER UTILITIES	161.84
	<u>100-6050-7010-019C</u>		UTILITIES IA 19C		WATER UTILITIES	163.46
	<u>100-6050-7010-020X</u>		UTILITIES IA 20		WATER UTILITIES	33.73
	<u>100-6050-7010-06A1</u>		UTILITIES IA 6A1		WATER UTILITIES	77.07
	<u>100-6050-7010-1601</u>		UTILITIES IA 1601		WATER UTILITIES	185.17
	<u>100-6050-7010-5200</u>		UTILITIES, PARK (PALMER)		WATER UTILITIES	18.02
	<u>100-6050-7010-5400</u>		UTILITIES, PARK (SPORTS		WATER UTILITIES	210.56
	<u>100-6050-7010-5450</u>		UTILITIES, PARK (STETSON		WATER UTILITIES	182.72
	<u>100-6050-7010-5500</u>		UTILITIES, PARK (STEWAR		WATER UTILITIES	413.02
	<u>100-6050-7010-5600</u>		UTILITIES, PARK (TREVINO		WATER UTILITIES	18.02
	<u>100-6050-7010-5650</u>		UTILITIES, PARK (VETERA		WATER UTILITIES	18.02
	<u>100-6050-7010-5800</u>		UTILITIES - MICKELSON P		WATER UTILITIES	424.56
	<u>700-4050-7010-0000</u>		UTILITIES		WATER UTILITIES	170.28
	**Void**	04/13/2023	Regular	0.00	0.00	111526
	**Void**	04/13/2023	Regular	0.00	0.00	111527
1273	CHRISTOPHER CREWS	04/13/2023	Regular	0.00	120.68	111528
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>04/13/23</u>	Invoice	04/13/2023	EMPLOYEE UNIFORM REIMBURSEMENT	0.00	120.68	
	<u>100-2050-7065-0000</u>		CITY UNIFORMS		EMPLOYEE UNIFORM REIMBUR	120.68
1274	CHRISTOPHER RAMOS	04/13/2023	Regular	0.00	333.00	111529
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>04/16/23-04/20/</u>	Invoice	04/13/2023	PER DIEM FOR TRAVEL/TRAINING	0.00	333.00	
	<u>100-2050-7066-0000</u>		TRAVEL, EDUCATION, TRA		PER DIEM FOR TRAVEL/TRAININ	333.00
4558	DANIEL CARATACHEA	04/13/2023	Regular	0.00	333.00	111530
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>04/16/23-04/20/</u>	Invoice	04/13/2023	PER DIEM FOR TRAVEL/TRAINING	0.00	333.00	
	<u>750-7000-7066-0000</u>		TRAVEL, EDUCATION, TRA		PER DIEM FOR TRAVEL/TRAININ	333.00
4903	FRANCISCA OCHOA	04/13/2023	Regular	0.00	40.00	111531

Check Report

Date Range: 04/07/2023 - 04/13/2023

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		
<a href="#">RCT R01304138</a>	Invoice	04/13/2023	DEPOSIT REFUND	0.00	40.00	
	<a href="#">100-0000-4591-0000</a>		PARKS RENTAL		40.00	
1595	GREGORY FAGAN	04/13/2023	Regular	0.00	50.97	111532
<a href="#">Payable #</a>	<a href="#">Payable Type</a>	<a href="#">Post Date</a>	<a href="#">Payable Description</a>	<a href="#">Discount Amount</a>	<a href="#">Payable Amount</a>	
<a href="#">Account Number</a>	<a href="#">Account Name</a>	<a href="#">Item Description</a>	<a href="#">Distribution Amount</a>			
<a href="#">04/13/23</a>	Invoice	04/13/2023	REIMBURSEMENT FOR MEETING SUPPLIE	0.00	50.97	
	<a href="#">100-2050-7035-0000</a>		LOCAL MEETINGS		50.97	
3237	JOSE PEREZ	04/13/2023	Regular	0.00	226.00	111533
<a href="#">Payable #</a>	<a href="#">Payable Type</a>	<a href="#">Post Date</a>	<a href="#">Payable Description</a>	<a href="#">Discount Amount</a>	<a href="#">Payable Amount</a>	
<a href="#">Account Number</a>	<a href="#">Account Name</a>	<a href="#">Item Description</a>	<a href="#">Distribution Amount</a>			
<a href="#">04/13/23</a>	Invoice	04/13/2023	REFUND FOR CERIFICATION RENEWALS T	0.00	226.00	
	<a href="#">100-2150-7066-0000</a>		TRAVEL, EDUCATION, TRA		226.00	
			REFUND FOR CERIFICATION REN		226.00	
4896	MATTHEW MENDOZA	04/13/2023	Regular	0.00	333.00	111534
<a href="#">Payable #</a>	<a href="#">Payable Type</a>	<a href="#">Post Date</a>	<a href="#">Payable Description</a>	<a href="#">Discount Amount</a>	<a href="#">Payable Amount</a>	
<a href="#">Account Number</a>	<a href="#">Account Name</a>	<a href="#">Item Description</a>	<a href="#">Distribution Amount</a>			
<a href="#">04/16/23-04/20/</a>	Invoice	04/13/2023	PER DIEM FOR TRAINING/TRAVEL	0.00	333.00	
	<a href="#">750-7000-7066-0000</a>		TRAVEL, EDUCATION, TRA		333.00	
			PER DIEM FOR TRAINING/TRAV		333.00	
4900	MEGAN CHACON	04/13/2023	Regular	0.00	105.00	111535
<a href="#">Payable #</a>	<a href="#">Payable Type</a>	<a href="#">Post Date</a>	<a href="#">Payable Description</a>	<a href="#">Discount Amount</a>	<a href="#">Payable Amount</a>	
<a href="#">Account Number</a>	<a href="#">Account Name</a>	<a href="#">Item Description</a>	<a href="#">Distribution Amount</a>			
<a href="#">RCT R01305256</a>	Invoice	04/13/2023	DEPOSIT REFUND	0.00	105.00	
	<a href="#">100-0000-4591-0000</a>		PARKS RENTAL		105.00	
			DEPOSIT REFUND		105.00	
3391	MIGUEL MACIAS	04/13/2023	Regular	0.00	382.07	111536
<a href="#">Payable #</a>	<a href="#">Payable Type</a>	<a href="#">Post Date</a>	<a href="#">Payable Description</a>	<a href="#">Discount Amount</a>	<a href="#">Payable Amount</a>	
<a href="#">Account Number</a>	<a href="#">Account Name</a>	<a href="#">Item Description</a>	<a href="#">Distribution Amount</a>			
<a href="#">04/13/23</a>	Invoice	04/13/2023	REIMBURSEMENT FOR MEETING SUPPLIE	0.00	382.07	
	<a href="#">100-2050-7035-0000</a>		LOCAL MEETINGS		382.07	
			REIMBURSEMENT FOR MEETIN		382.07	
3373	MIRIAM AVALOS	04/13/2023	Regular	0.00	200.00	111537
<a href="#">Payable #</a>	<a href="#">Payable Type</a>	<a href="#">Post Date</a>	<a href="#">Payable Description</a>	<a href="#">Discount Amount</a>	<a href="#">Payable Amount</a>	
<a href="#">Account Number</a>	<a href="#">Account Name</a>	<a href="#">Item Description</a>	<a href="#">Distribution Amount</a>			
<a href="#">07</a>	Invoice	04/13/2023	VEHICLE MAINTENANCE	0.00	200.00	
	<a href="#">100-6050-7037-0000</a>		VEHICLE MAINTENANCE		200.00	
			VEHICLE MAINTENANCE		200.00	
2108	RANDALL MARSH	04/13/2023	Regular	0.00	30.00	111538
<a href="#">Payable #</a>	<a href="#">Payable Type</a>	<a href="#">Post Date</a>	<a href="#">Payable Description</a>	<a href="#">Discount Amount</a>	<a href="#">Payable Amount</a>	
<a href="#">Account Number</a>	<a href="#">Account Name</a>	<a href="#">Item Description</a>	<a href="#">Distribution Amount</a>			
<a href="#">04/13/23</a>	Invoice	04/13/2023	REIMBURSEMENT FOR DEPT SUPPLIES	0.00	30.00	
	<a href="#">100-2050-7070-0000</a>		SPECIAL DEPT SUPPLIES		30.00	
			REIMBURSEMENT FOR DEPT SU		30.00	
4437	RUSSELL ALEXANDER REASNER	04/13/2023	Regular	0.00	5,850.00	111539
<a href="#">Payable #</a>	<a href="#">Payable Type</a>	<a href="#">Post Date</a>	<a href="#">Payable Description</a>	<a href="#">Discount Amount</a>	<a href="#">Payable Amount</a>	
<a href="#">Account Number</a>	<a href="#">Account Name</a>	<a href="#">Item Description</a>	<a href="#">Distribution Amount</a>			
<a href="#">156125-000029</a>	Invoice	04/13/2023	ADVERTISING COSTS	0.00	1,650.00	
	<a href="#">100-1200-7020-0000</a>		ADVERTISING		1,650.00	
			ADVERTISING COSTS		1,650.00	
<a href="#">156125-000030</a>	Invoice	04/13/2023	ADVERTISING COSTS	0.00	1,250.00	
	<a href="#">100-1200-7020-0000</a>		ADVERTISING		1,250.00	
			ADVERTISING COSTS		1,250.00	
<a href="#">156125-000031</a>	Invoice	04/13/2023	ADVERTISING COSTS	0.00	2,350.00	
	<a href="#">100-1200-7020-0000</a>		ADVERTISING		2,350.00	
			ADVERTISING COSTS		2,350.00	
<a href="#">156125-000032</a>	Invoice	04/13/2023	ADVERTISING COSTS	0.00	600.00	
	<a href="#">100-1200-7020-0000</a>		ADVERTISING		600.00	
			ADVERTISING COSTS		600.00	
2218	RYAN BRIEDA	04/13/2023	Regular	0.00	264.00	111540

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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		
<a href="#">03/17/23-03/20/</a>	Invoice	04/13/2023	REIMBURSEMENT FOR K9 KENNELING	0.00	264.00	
	<a href="#">100-2080-7070-0000</a>	SPECIAL DEPT SUPPLIES	REIMBURSEMENT FOR K9 KENN		264.00	
4897	SARAH LOWER	04/13/2023	Regular	0.00	407.00	111541
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<a href="#">04/16/23-04/21/</a>	Invoice	04/13/2023	PER DIEM FOR TRAVEL/TRAINING	0.00	407.00	
	<a href="#">100-2090-7066-0000</a>	TRAVEL, EDUCATION, TRA	PER DIEM FOR TRAVEL/TRAININ		407.00	
2311	SOUTHERN CALIFORNIA EDISON	04/13/2023	Regular	0.00	43,643.57	111542
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<a href="#">04/13/23</a>	Invoice	04/13/2023	ELECTRIC UTILITY	0.00	43,643.57	
	<a href="#">100-3250-7010-0000</a>	UTILITIES	ELECTRIC UTILITY		18,599.67	
	<a href="#">100-3250-7010-003X</a>	UTILITIES (IA 3)	ELECTRIC UTILITY		3,288.83	
	<a href="#">100-3250-7010-006B</a>	UTILITIES (IA 6B)	ELECTRIC UTILITY		2,959.31	
	<a href="#">100-3250-7010-007A</a>	UTILITIES (IA 7A)	ELECTRIC UTILITY		-56.05	
	<a href="#">100-3250-7010-007B</a>	UTILITIES (IA 7B)	ELECTRIC UTILITY		34.81	
	<a href="#">100-3250-7010-008A</a>	UTILITIES (IA 8A)	ELECTRIC UTILITY		779.70	
	<a href="#">100-3250-7010-008C</a>	UTILITIES (IA 8C)	ELECTRIC UTILITY		708.40	
	<a href="#">100-3250-7010-011A</a>	UTILITIES (IA 11A)	ELECTRIC UTILITY		104.93	
	<a href="#">100-3250-7010-014B</a>	UTILITIES (IA 14B)	ELECTRIC UTILITY		-163.87	
	<a href="#">100-3250-7010-014X</a>	UTILITIES (IA 14)	ELECTRIC UTILITY		1,939.62	
	<a href="#">100-3250-7010-018X</a>	UTILITIES (IA 18)	ELECTRIC UTILITY		121.28	
	<a href="#">100-3250-7010-019C</a>	UTILITIES (IA 19C)	ELECTRIC UTILITY		2,924.35	
	<a href="#">100-3250-7010-06A1</a>	UTILITIES (IA 6A1)	ELECTRIC UTILITY		1,112.52	
	<a href="#">100-6000-7010-6045</a>	UTILITIES - COMMUNITY	ELECTRIC UTILITY		3,502.55	
	<a href="#">100-6050-7010-0000</a>	UTILITIES	ELECTRIC UTILITY		1,097.85	
	<a href="#">100-6050-7010-005X</a>	UTILITIES IA 5	ELECTRIC UTILITY		6,668.90	
	<a href="#">100-6050-7010-007A</a>	UTILITIES IA 7A	ELECTRIC UTILITY		-51.56	
	<a href="#">100-6050-7010-5400</a>	UTILITIES, PARK (SPORTS	ELECTRIC UTILITY		5.33	
	<a href="#">100-6050-7010-5500</a>	UTILITIES, PARK (STEWAR	ELECTRIC UTILITY		67.00	
	**Void**	04/13/2023	Regular	0.00	0.00	111543
2582	AFTERMATH SERVICES LLC	04/13/2023	Virtual Payment	0.00	400.00	APA004137
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<a href="#">JC20-6178</a>	Invoice	04/13/2023	DEPT SUPPLIES	0.00	400.00	
	<a href="#">100-2050-7070-0000</a>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		400.00	
1050	AMAZON CAPITAL SERVICES	04/13/2023	Virtual Payment	0.00	2,523.93	APA004138
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<a href="#">16CV-HDPG-11XT</a>	Invoice	04/13/2023	COMMUNITY EVENT SUPPLIES	0.00	158.31	
	<a href="#">100-1550-7040-0000</a>	RECREATION PROGRAMS	COMMUNITY EVENT SUPPLIES		158.31	
<a href="#">176K-LHTP-44H7</a>	Invoice	04/13/2023	DEPT SUPPLIES	0.00	39.86	
	<a href="#">100-1550-7070-0000</a>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		39.86	
<a href="#">19G3-6LCQ-1KP6</a>	Credit Memo	04/13/2023	OFFICE SUPPLIES	0.00	-263.98	
	<a href="#">100-1550-7025-0000</a>	OFFICE SUPPLIES	OFFICE SUPPLIES		-263.98	
<a href="#">1FG7-CQL6-9PQR</a>	Invoice	04/13/2023	OFFICE SUPPLIES	0.00	38.02	
	<a href="#">100-1225-7025-0000</a>	OFFICE SUPPLIES	OFFICE SUPPLIES		38.02	
<a href="#">1FRR-CFFX-C3N6</a>	Invoice	04/13/2023	OFFICE SUPPLIES	0.00	64.40	
	<a href="#">100-1200-7025-0000</a>	OFFICE SUPPLIES	OFFICE SUPPLIES		64.40	
<a href="#">1HVY-16PC-W4C</a>	Invoice	04/13/2023	OFFICE SUPPLIES	0.00	76.70	
	<a href="#">100-2050-7025-0000</a>	OFFICE SUPPLIES	OFFICE SUPPLIES		76.70	
<a href="#">1JNX-434V-47JW</a>	Invoice	04/13/2023	DEPT SUPPLIES	0.00	307.77	
	<a href="#">100-1550-7070-0000</a>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		18.02	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<a href="#">100-6050-7070-0000</a>		SPECIAL DEPT SUPPLIES		289.75	
<a href="#">1XJ-7MX6-6XXC</a>	Invoice	04/13/2023	DEPT SUPPLIES	0.00	7.15	
	<a href="#">750-7000-7070-0000</a>		SPECIAL DEPT SUPPLIES		7.15	
<a href="#">1LDL-VVLD-CFFW</a>	Invoice	04/13/2023	OFFICE SUPPLIES	0.00	53.86	
	<a href="#">100-2050-7025-0000</a>		OFFICE SUPPLIES		53.86	
<a href="#">1LGH-W4JT-TW6</a>	Invoice	04/13/2023	OFFICE SUPPLIES	0.00	307.77	
	<a href="#">100-2000-7025-0000</a>		OFFICE SUPPLIES		15.39	
	<a href="#">100-2050-7025-0000</a>		OFFICE SUPPLIES		292.38	
<a href="#">1LNC-49KC-J363</a>	Invoice	04/13/2023	OFFICE SUPPLIES	0.00	198.63	
	<a href="#">100-2000-7025-0000</a>		OFFICE SUPPLIES		9.93	
	<a href="#">100-2050-7025-0000</a>		OFFICE SUPPLIES		188.70	
<a href="#">1N6K-PTFN-4LN7</a>	Invoice	04/13/2023	OFFICE SUPPLIES	0.00	714.45	
	<a href="#">100-2000-7025-0000</a>		OFFICE SUPPLIES		35.72	
	<a href="#">100-2050-7025-0000</a>		OFFICE SUPPLIES		678.73	
<a href="#">1ND9-XNJR-1KTD</a>	Invoice	04/13/2023	OFFICE SUPPLIES	0.00	409.30	
	<a href="#">100-2000-7025-0000</a>		OFFICE SUPPLIES		20.46	
	<a href="#">100-2050-7025-0000</a>		OFFICE SUPPLIES		388.84	
<a href="#">1NXM-QR4H-7LL</a>	Invoice	04/13/2023	OFFICE SUPPLIES	0.00	118.08	
	<a href="#">100-2050-7025-0000</a>		OFFICE SUPPLIES		118.08	
<a href="#">1WHJ-V31V-1DF</a>	Invoice	04/13/2023	OFFICE SUPPLIES	0.00	20.40	
	<a href="#">100-1150-7025-0000</a>		OFFICE SUPPLIES		20.40	
<a href="#">1X7N-F19G-R49N</a>	Invoice	04/13/2023	OFFICE SUPPLIES	0.00	273.21	
	<a href="#">100-2050-7025-0000</a>		OFFICE SUPPLIES		273.21	
1053	AMERICAN FORENSIC NURSES	04/13/2023	Virtual Payment	0.00	262.04	APA004139
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>	
<a href="#">77415</a>	Invoice	04/13/2023	American Forensic Nurses - Blood Draws	0.00	196.53	
	<a href="#">100-2050-7068-0000</a>		CONTRACTUAL SERVICES	American Forensic Nurses - Bloo	196.53	
<a href="#">77435</a>	Invoice	04/13/2023	American Forensic Nurses - Blood Draws	0.00	65.51	
	<a href="#">100-2050-7068-0000</a>		CONTRACTUAL SERVICES	American Forensic Nurses - Bloo	65.51	
1080	ARAMARK	04/13/2023	Virtual Payment	0.00	247.46	APA004140
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>	
<a href="#">105801621</a>	Invoice	04/13/2023	OFFICE SUPPLIES	0.00	247.46	
	<a href="#">100-2050-7025-0000</a>		OFFICE SUPPLIES		247.46	
1081	ARCCOP	04/13/2023	Virtual Payment	0.00	200.00	APA004141
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>	
<a href="#">2023-02</a>	Invoice	04/13/2023	ANNUAL MEMBERSHIP DUES 2023	0.00	200.00	
	<a href="#">100-2050-7030-0000</a>		DUES & SUBSCRIPTIONS	ANNUAL MEMBERSHIP DUES 20	200.00	
2618	AT&T MOBILITY	04/13/2023	Virtual Payment	0.00	1,000.00	APA004142
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>	
<a href="#">456822</a>	Invoice	04/13/2023	DEPT SUPPLIES	0.00	1,000.00	
	<a href="#">100-2050-7070-0000</a>		SPECIAL DEPT SUPPLIES		1,000.00	
1100	AUTOZONE	04/13/2023	Virtual Payment	0.00	163.74	APA004143
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>	
<a href="#">2882444594</a>	Invoice	04/13/2023	VEHICLE MAINTENANCE	0.00	61.39	
	<a href="#">100-2050-7037-0000</a>		VEHICLE MAINTENANCE		61.39	
<a href="#">2882444596</a>	Invoice	04/13/2023	VEHICLE MAINTENANCE	0.00	102.35	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<a href="#">100-6050-7037-0000</a>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		102.35	
1132	BEAUMONT INDOOR SHOOTING RANGE	04/13/2023	Virtual Payment	0.00	500.00	APA004144
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<a href="#">03/12/23</a>	Invoice	04/13/2023	EMPLOYEE TRAINING	0.00	500.00	
	<a href="#">100-2050-7066-0000</a>	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING		500.00	
1136	BEAUMONT POWER EQUIPMENT	04/13/2023	Virtual Payment	0.00	781.36	APA004145
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<a href="#">2524</a>	Invoice	04/13/2023	EQUIPMENT MAINTENANCE	0.00	558.69	
	<a href="#">100-6050-7090-5999</a>	EQUIP SUPPLIES/MAINT -	EQUIPMENT MAINTENANCE		558.69	
<a href="#">2607</a>	Invoice	04/13/2023	EQUIPMENT MAINTENANCE	0.00	147.35	
	<a href="#">100-6050-7090-5999</a>	EQUIP SUPPLIES/MAINT -	EQUIPMENT MAINTENANCE		147.35	
<a href="#">2612</a>	Invoice	04/13/2023	EQUIPMENT MAINTENANCE	0.00	75.32	
	<a href="#">100-6050-7090-5999</a>	EQUIP SUPPLIES/MAINT -	EQUIPMENT MAINTENANCE		75.32	
4904	BEAUMONT UNIFIED SCHOOL DISTRICT	04/13/2023	Virtual Payment	0.00	760.00	APA004146
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<a href="#">RCT R01291262</a>	Invoice	04/13/2023	REFUND FOR DOUBLE PAYMENT-WARRAN	0.00	760.00	
	<a href="#">100-0000-4530-0000</a>	LIVE SCAN-FINGERPRINTI	REFUND FOR DOUBLE PAYMENT		760.00	
1161	BIO-TOX LABORATORIES	04/13/2023	Virtual Payment	0.00	1,191.00	APA004147
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<a href="#">44051</a>	Invoice	04/13/2023	Bio-Tox Blood Draw Analysis	0.00	782.00	
	<a href="#">100-2050-7068-0000</a>	CONTRACTUAL SERVICES	Bio-Tox Blood Draw Analysis		782.00	
<a href="#">44146</a>	Invoice	04/13/2023	Bio-Tox Blood Draw Analysis	0.00	409.00	
	<a href="#">100-2050-7068-0000</a>	CONTRACTUAL SERVICES	Bio-Tox Blood Draw Analysis		409.00	
4175	BRIGHTVIEW LANDSCAPE SERVICES, INC	04/13/2023	Virtual Payment	0.00	4,346.13	APA004148
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<a href="#">8233912</a>	Invoice	04/13/2023	PROFESSIONAL SERVICES	0.00	1,448.71	
	<a href="#">100-6050-7068-017A</a>	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES		1,448.71	
<a href="#">8357737</a>	Invoice	04/13/2023	PROFESSIONAL SERVICES	0.00	2,897.42	
	<a href="#">100-6050-7068-017A</a>	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES		2,897.42	
4484	BRUCE E. MIHELICH INC	04/13/2023	Virtual Payment	0.00	4,885.05	APA004149
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<a href="#">W 76453</a>	Invoice	04/13/2023	VEHICLE MAINTENANCE	0.00	4,885.05	
	<a href="#">600-5050-8060-0000</a>	VEHICLE REPLACEMENT E	VEHICLE MAINTENANCE		4,885.05	
3215	BURGESON'S HEATING & AIR CONDITIONING, I	04/13/2023	Virtual Payment	0.00	1,016.50	APA004150
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<a href="#">1370754</a>	Invoice	04/13/2023	BUILDING MAINTENANCE	0.00	1,016.50	
	<a href="#">100-6000-7085-6025</a>	BLDG MAINT - CITY HALL	BUILDING MAINTENANCE		1,016.50	
4892	CASTILLO PARTY RENTALS	04/13/2023	Virtual Payment	0.00	182.50	APA004151
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<a href="#">114</a>	Invoice	04/13/2023	LOCAL MEETING EVENT	0.00	182.50	
	<a href="#">100-1235-7035-0000</a>	LOCAL MEETINGS	LOCAL MEETING EVENT		182.50	
1242	CED	04/13/2023	Virtual Payment	0.00	13,273.08	APA004152

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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		
<a href="#">0954-1016348</a>	Invoice	04/13/2023	STREET LIGHT REPAIRS FROM TC AT MULT	0.00	12,499.00	
	<a href="#">100-3250-7068-0000</a>	CONTRACTUAL SERVICES	STREET LIGHT REPAIRS FROM TC		12,499.00	
<a href="#">0954-1017386</a>	Invoice	04/13/2023	DEPT SUPPLIES	0.00	112.49	
	<a href="#">100-6050-7070-5100</a>	SPEC DEPT EXP - FALLEN	DEPT SUPPLIES		112.49	
<a href="#">0954-1017387</a>	Invoice	04/13/2023	DEPT SUPPLIES	0.00	370.66	
	<a href="#">100-6050-7070-5100</a>	SPEC DEPT EXP - FALLEN	DEPT SUPPLIES		370.66	
<a href="#">0954-1017528</a>	Invoice	04/13/2023	BUILDING MAINTENANCE	0.00	290.93	
	<a href="#">100-6000-7085-6025</a>	BLDG MAINT - CITY HALL	BUILDING MAINTENANCE		290.93	
1287	CITY OF CALIMESA	04/13/2023	Virtual Payment	0.00	4,400.00	APA004153
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<a href="#">MARCH 2023</a>	Invoice	04/13/2023	MARCH 2023 CALIMESA PERMIT AGREEM	0.00	4,400.00	
	<a href="#">100-0000-2230-0000</a>	DEVELOPMENT FEE - DUE	MARCH 2023 CALIMESA PERMIT		4,400.00	
4382	CLEARGOV INC	04/13/2023	Virtual Payment	0.00	1,368.65	APA004154
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<a href="#">2023-12925</a>	Invoice	04/13/2023	ClearGov ClearPlans & Transperency	0.00	1,368.65	
	<a href="#">100-1225-7071-0000</a>	SOFTWARE	ClearGov Transparency; effec. 0		1,368.65	
4600	COASTAL FIRE TRAINING LLC	04/13/2023	Virtual Payment	0.00	569.00	APA004155
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<a href="#">2859</a>	Invoice	04/13/2023	DEPT SUPPLIES	0.00	569.00	
	<a href="#">100-2100-7070-0000</a>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		569.00	
1344	CREATIVE BUS SALES, INC	04/13/2023	Virtual Payment	0.00	387.03	APA004156
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<a href="#">XA113008763 01</a>	Invoice	04/13/2023	VEHICLE MAINTENANCE	0.00	387.03	
	<a href="#">750-7400-7037-0000</a>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		387.03	
4747	DAN LYMAN CONSTRUCTION, INC	04/13/2023	Virtual Payment	0.00	11,367.00	APA004157
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<a href="#">6071</a>	Invoice	04/13/2023	FRONT APPARATUS BAY DOORS AT STATIO	0.00	11,367.00	
	<a href="#">500-0000-8990-0000</a>	CAPITAL OUTLAY	Pemko Perimeter Seal		205.00	
	<a href="#">500-0000-8990-0000</a>	CAPITAL OUTLAY	Labor to remove & install new d		3,840.00	
	<a href="#">500-0000-8990-0000</a>	CAPITAL OUTLAY	Front Rear Apparatus Bay Door		2,498.00	
	<a href="#">500-0000-8990-0000</a>	CAPITAL OUTLAY	Von Duprin- AX-PA-98-EO 626		2,170.00	
	<a href="#">500-0000-8990-0000</a>	CAPITAL OUTLAY	Hinges (3 ea)		116.00	
	<a href="#">500-0000-8990-0000</a>	CAPITAL OUTLAY	Sweep- 57AV 36"		40.00	
	<a href="#">500-0000-8990-0000</a>	CAPITAL OUTLAY	Storage & Bunk Room Doors		2,498.00	
1399	DEPARTMENT OF FORESTRY & FIRE PROTECTIC	04/13/2023	Virtual Payment	0.00	2,948.14	APA004158
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<a href="#">0000001501882</a>	Invoice	04/13/2023	WIDLAND FIRE PROTECTION SERVICES	0.00	2,948.14	
	<a href="#">100-2100-7068-0000</a>	CONTRACTUAL SERVICES	WIDLAND FIRE PROTECTION SE		2,948.14	
1424	DIRECTV	04/13/2023	Virtual Payment	0.00	327.48	APA004159
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<a href="#">039668521X2304</a>	Invoice	04/13/2023	BUILDING UTILITY	0.00	84.37	
	<a href="#">100-6000-7010-6055</a>	UTILITIES - FIRE STATION	BUILDING UTILITY		84.37	
<a href="#">045085274X2304</a>	Invoice	04/13/2023	BUILDING UTILITY	0.00	124.37	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<a href="#">100-6000-7010-6040</a>	UTILITIES - POLICE DEPT	BUILDING UTILITY		124.37	
<a href="#">051553347X2304</a>	Invoice	04/13/2023	BUILDING UTILITY	0.00	59.37	
	<a href="#">100-6000-7010-6025</a>	UTILITIES - CITY HALL	BUILDING UTILITY		59.37	
<a href="#">063515264X2304</a>	Invoice	04/13/2023	BUILDING UTILITY	0.00	59.37	
	<a href="#">100-6000-7010-6041</a>	UTILITIES - POLICE ANNEX	BUILDING UTILITY		59.37	
1428	DIVISION OF STATE ARCHITECT	04/13/2023	Virtual Payment	0.00	66.40	APA004160
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">2023 Q1</a>	Invoice	04/13/2023	SB1186 2023 Q1 FEES	0.00	66.40	
	<a href="#">100-0000-2235-0000</a>	BUSINESS LICENSE-SB118	SB1186 2023 Q1 FEES		66.40	
1479	ENTENMANN-ROVIN CO	04/13/2023	Virtual Payment	0.00	486.76	APA004161
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">0172276-IN</a>	Invoice	04/13/2023	EMPLOYEE UNIFORMS	0.00	486.76	
	<a href="#">100-2050-7065-0000</a>	CITY UNIFORMS	EMPLOYEE UNIFORMS		486.76	
1501	FAIRVIEW FORD	04/13/2023	Virtual Payment	0.00	123.62	APA004162
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">977980</a>	Invoice	04/13/2023	VEHICLE MAINTENANCE	0.00	111.14	
	<a href="#">100-6050-7037-0000</a>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		111.14	
<a href="#">985573</a>	Invoice	04/13/2023	VEHICLE MAINTENANCE	0.00	12.48	
	<a href="#">750-7600-7037-0000</a>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		12.48	
2588	FAST LUBE AND TUNE	04/13/2023	Virtual Payment	0.00	89.99	APA004163
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">95639</a>	Invoice	04/13/2023	VEHICLE MAINTENANCE	0.00	89.99	
	<a href="#">750-7600-7037-0000</a>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		89.99	
1509	FEDEX	04/13/2023	Virtual Payment	0.00	167.98	APA004164
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">8-063-65782</a>	Invoice	04/13/2023	OFFICE SUPPLIES	0.00	167.98	
	<a href="#">100-2050-7025-0000</a>	OFFICE SUPPLIES	OFFICE SUPPLIES		167.98	
1533	FRONTIER COMMUNICATIONS	04/13/2023	Virtual Payment	0.00	3,227.42	APA004165
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">213-181-1343-03</a>	Invoice	04/13/2023	PHONE UTILITY	0.00	69.47	
	<a href="#">700-4050-7015-0000</a>	TELEPHONE	PHONE UTILITY		69.47	
<a href="#">323-156-8188-02</a>	Invoice	04/13/2023	PHONE UTILITY	0.00	85.98	
	<a href="#">100-1230-7015-6060</a>	TELEPHONE (4th ST YARD)	PHONE UTILITY		85.98	
<a href="#">951-197-0624-08</a>	Invoice	04/13/2023	PHONE UTILITY	0.00	233.49	
	<a href="#">100-1230-7015-6040</a>	TELEPHONE (POLICE DPT)	PHONE UTILITY		233.49	
<a href="#">951-197-0863-06</a>	Invoice	04/13/2023	PHONE UTILITY	0.00	338.73	
	<a href="#">700-4050-7015-0000</a>	TELEPHONE	PHONE UTILITY		338.73	
<a href="#">951-769-8500-01</a>	Invoice	04/13/2023	PHONE UTILITY	0.00	1,742.46	
	<a href="#">100-1230-7015-6040</a>	TELEPHONE (POLICE DPT)	PHONE UTILITY		1,742.46	
<a href="#">951-769-8520-01</a>	Invoice	04/13/2023	PHONE UTILITY	0.00	123.56	
	<a href="#">100-1230-7015-6025</a>	TELEPHONE (CITY HALL)	PHONE UTILITY		123.56	
<a href="#">951-769-8530-06</a>	Invoice	04/13/2023	PHONE UTILITY	0.00	238.82	
	<a href="#">750-7000-7015-0000</a>	TELEPHONE	PHONE UTILITY		238.82	
<a href="#">951-769-8539-04</a>	Invoice	04/13/2023	PHONE UTILITY	0.00	245.22	
	<a href="#">100-1230-7015-6045</a>	TELEPHONE (COMM CTR)	PHONE UTILITY		245.22	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<a href="#">951-769-9678-04</a>	Invoice	04/13/2023	PHONE UTILITY	0.00	149.69	
	<a href="#">100-1230-7015-6025</a>		TELEPHONE (CITY HALL)		149.69	
1553	GALLS INC.	04/13/2023	Virtual Payment	0.00	1,352.00	APA004166
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">BC1850274</a>	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/13/2023	EMPLOYEE UNIFORMS	0.00	1,352.00	
	<a href="#">100-2050-7065-0000</a>		CITY UNIFORMS		1,352.00	
4779	GHD INC.	04/13/2023	Virtual Payment	0.00	29,105.89	APA004167
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">380-0029052</a>	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/13/2023	Downtown Beaumont Revitalization Plan	0.00	29,105.89	
	<a href="#">100-1235-7068-0000</a>		CONTRACTUAL SERVICES		29,105.89	
1577	GOPHER PATROL	04/13/2023	Virtual Payment	0.00	2,000.00	APA004168
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">2123C</a>	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/13/2023	Rodent control in city parks	0.00	2,000.00	
	<a href="#">100-6050-7068-0000</a>		CONTRACTUAL SERVICES		2,000.00	
1583	GRAFIX SYSTEMS	04/13/2023	Virtual Payment	0.00	4,892.94	APA004169
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">31025</a>	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/13/2023	VEHICLE MAINTENANCE	0.00	4,892.94	
	<a href="#">100-2050-8060-0000</a>		VEHICLES		4,892.94	
1643	HUNTINGTON COURT REPORTERS & TRANSCRI	04/13/2023	Virtual Payment	0.00	204.50	APA004170
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">35079</a>	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/13/2023	Huntington Transcription Services for FY 2	0.00	204.50	
	<a href="#">100-2050-7068-0000</a>		CONTRACTUAL SERVICES		204.50	
3061	INDIO POLICE DEPARTMENT	04/13/2023	Virtual Payment	0.00	50.00	APA004171
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">2023 RCLETA</a>	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/13/2023	2023 RCLETA AGENCY MEMBERSHIP DUES	0.00	50.00	
	<a href="#">100-2050-7030-0000</a>		DUES & SUBSCRIPTIONS		50.00	
3385	INLAND SO CAL MEDIA GROUP, LLC	04/13/2023	Virtual Payment	0.00	1,995.00	APA004172
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">INV51115</a>	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/13/2023	ADVERTISING	0.00	1,995.00	
	<a href="#">100-1200-7020-0000</a>		ADVERTISING		1,995.00	
1704	JAYTOWN INDUSTRIES, INC.	04/13/2023	Virtual Payment	0.00	626.36	APA004173
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">5114</a>	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/13/2023	VEHICLE MAINTENANCE	0.00	313.18	
	<a href="#">600-5050-8060-0000</a>		VEHICLE REPLACEMENT E		313.18	
<a href="#">5116</a>	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/13/2023	VEHICLE MAINTENANCE	0.00	313.18	
	<a href="#">600-5050-8060-0000</a>		VEHICLE REPLACEMENT E		313.18	
4898	JENNIFER TAYLOR	04/13/2023	Virtual Payment	0.00	100.00	APA004174
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">A6200968</a>	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/13/2023	REFUND FOR CITATION - PROOF PROVIDE	0.00	100.00	
	<a href="#">100-1240-7081-0000</a>		CLAIM COSTS		100.00	
4895	JOSE CARRANZA	04/13/2023	Virtual Payment	0.00	6.51	APA004175



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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<a href="#">RCT R01309551</a>	Invoice	04/13/2023	REFUND FOR CC FEES - PAID WITH CASH	0.00	6.51	
	<a href="#">100-0000-4685-000C</a>		COST RECOVERY - CREDIT		6.51	
1806	KONICA MINOLTA PREMIER FINANCE	04/13/2023	Virtual Payment	0.00	600.17	APA004176
<a href="#">Payable # 497920868</a>	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/13/2023	EQUIPMENT RENTAL	0.00	600.17	
	<a href="#">100-1230-7075-6026</a>		EQUIPMENT LEASING/RE		420.12	
	<a href="#">700-4050-7075-0000</a>		EQUIPMENT LEASING/RE		180.05	
4901	KRISTINE SALERA	04/13/2023	Virtual Payment	0.00	120.00	APA004177
<a href="#">Payable # RCT R01301634</a>	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/13/2023	DEPOSIT REFUND	0.00	120.00	
	<a href="#">100-0000-4591-0000</a>		PARKS RENTAL		120.00	
1847	LEE'S AUTO BODY	04/13/2023	Virtual Payment	0.00	923.39	APA004178
<a href="#">Payable # 4793</a>	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/13/2023	VEHICLE MAINTENANCE	0.00	923.39	
	<a href="#">100-2050-7037-0000</a>		VEHICLE MAINTENANCE		923.39	
4902	MELISSA ALEXANDER	04/13/2023	Virtual Payment	0.00	40.00	APA004179
<a href="#">Payable # RCT R01301027</a>	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/13/2023	DEPOSIT REFUND	0.00	40.00	
	<a href="#">100-0000-4591-0000</a>		PARKS RENTAL		40.00	
1984	NAPA AUTO PARTS	04/13/2023	Virtual Payment	0.00	858.81	APA004180
<a href="#">Payable # 194512</a>	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/13/2023	VEHICLE MAINTENANCE	0.00	22.08	
	<a href="#">100-6050-7090-0000</a>		EQUIP SUPPLIES/MAINT		22.08	
<a href="#">194890</a>	Invoice	04/13/2023	VEHICLE MAINTENANCE	0.00	137.35	
	<a href="#">100-6050-7037-0000</a>		VEHICLE MAINTENANCE		137.35	
<a href="#">195209</a>	Credit Memo	04/13/2023	VEHICLE MAINTENANCE	0.00	-19.40	
	<a href="#">100-6050-7090-0000</a>		EQUIP SUPPLIES/MAINT		-19.40	
<a href="#">195792</a>	Credit Memo	04/13/2023	VEHICLE MAINTENANCE	0.00	-159.43	
	<a href="#">100-6050-7037-0000</a>		VEHICLE MAINTENANCE		-159.43	
<a href="#">195798</a>	Invoice	04/13/2023	VEHICLE MAINTENANCE	0.00	20.40	
	<a href="#">100-6050-7037-0000</a>		VEHICLE MAINTENANCE		20.40	
<a href="#">195807</a>	Invoice	04/13/2023	VEHICLE MAINTENANCE	0.00	70.27	
	<a href="#">100-6050-7037-0000</a>		VEHICLE MAINTENANCE		70.27	
<a href="#">195853</a>	Invoice	04/13/2023	VEHICLE MAINTENANCE	0.00	16.45	
	<a href="#">100-6050-7037-0000</a>		VEHICLE MAINTENANCE		16.45	
<a href="#">195857</a>	Invoice	04/13/2023	VEHICLE MAINTENANCE	0.00	16.11	
	<a href="#">100-6050-7037-0000</a>		VEHICLE MAINTENANCE		16.11	
<a href="#">196221</a>	Invoice	04/13/2023	VEHICLE MAINTENANCE	0.00	30.15	
	<a href="#">100-2050-7037-0000</a>		VEHICLE MAINTENANCE		30.15	
<a href="#">196585</a>	Invoice	04/13/2023	VEHICLE MAINTENANCE	0.00	724.83	
	<a href="#">750-8200-7037-0000</a>		VEHICLE MAINTENANCE		724.83	
2009	O'REILLY AUTO PARTS	04/13/2023	Virtual Payment	0.00	591.24	APA004181

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<a href="#">2678-101163</a>	Invoice	04/13/2023	VEHICLE MAINTENANCE	0.00	10.14	
	<a href="#">100-2050-7037-0000</a>		VEHICLE MAINTENANCE		10.14	
<a href="#">2678-101232</a>	Invoice	04/13/2023	VEHICLE MAINTENANCE	0.00	123.47	
	<a href="#">100-2050-7037-0000</a>		VEHICLE MAINTENANCE		123.47	
<a href="#">2678-101372 2</a>	Invoice	04/13/2023	VEHICLE MAINTENANCE	0.00	5.70	
	<a href="#">100-6050-7037-0000</a>		VEHICLE MAINTENANCE		5.70	
<a href="#">2678-101497</a>	Invoice	04/13/2023	VEHICLE MAINTENANCE	0.00	72.18	
	<a href="#">100-2050-7037-0000</a>		VEHICLE MAINTENANCE		72.18	
<a href="#">2678-102523</a>	Invoice	04/13/2023	VEHICLE MAINTENANCE	0.00	46.63	
	<a href="#">100-2150-7037-0000</a>		VEHICLE MAINTENANCE		46.63	
<a href="#">2678-102694</a>	Invoice	04/13/2023	VEHICLE MAINTENANCE	0.00	2.69	
	<a href="#">750-7300-7037-0000</a>		VEHICLE MAINTENANCE		2.69	
<a href="#">2678-102758</a>	Invoice	04/13/2023	VEHICLE MAINTENANCE	0.00	71.49	
	<a href="#">100-6050-7037-0000</a>		VEHICLE MAINTENANCE		71.49	
<a href="#">2678-104071</a>	Invoice	04/13/2023	VEHICLE MAINTENANCE	0.00	210.94	
	<a href="#">750-7600-7037-0000</a>		VEHICLE MAINTENANCE		210.94	
<a href="#">2678-104137</a>	Invoice	04/13/2023	VEHICLE MAINTENANCE	0.00	1.35	
	<a href="#">750-7600-7037-0000</a>		VEHICLE MAINTENANCE		1.35	
<a href="#">2678-104147</a>	Invoice	04/13/2023	VEHICLE MAINTENANCE	0.00	49.91	
	<a href="#">750-7300-7037-0000</a>		VEHICLE MAINTENANCE		49.91	
<a href="#">2678-104155</a>	Credit Memo	04/13/2023	VEHICLE MAINTENANCE	0.00	-22.00	
	<a href="#">750-7600-7037-0000</a>		VEHICLE MAINTENANCE		-22.00	
<a href="#">2678-104236</a>	Invoice	04/13/2023	VEHICLE MAINTENANCE	0.00	9.05	
	<a href="#">750-7600-7037-0000</a>		VEHICLE MAINTENANCE		9.05	
<a href="#">2678-498257</a>	Invoice	04/13/2023	VEHICLE MAINTENANCE	0.00	9.69	
	<a href="#">100-6050-7090-0000</a>		EQUIP SUPPLIES/MAINT		9.69	
4170	PACIFIC STAR CHEMICAL, LLC	04/13/2023	Virtual Payment	0.00	4,027.16	APA004182
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<a href="#">244502</a>	Invoice	04/13/2023	CHEMICAL SUPPLIES FOR WWTP	0.00	4,027.16	
	<a href="#">700-4050-7070-0000</a>		SPECIAL DEPT SUPPLIES		3,903.60	
	<a href="#">700-4050-7070-0000</a>		SPECIAL DEPT SUPPLIES		123.56	
4698	PALM SPRINGS MOTORSPORTS, INC	04/13/2023	Virtual Payment	0.00	892.01	APA004183
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<a href="#">311559</a>	Invoice	04/13/2023	VEHICLE MAINTENANCE	0.00	562.50	
	<a href="#">100-2050-7037-0000</a>		VEHICLE MAINTENANCE		562.50	
<a href="#">311565</a>	Invoice	04/13/2023	VEHICLE MAINTENANCE	0.00	329.51	
	<a href="#">100-2050-7037-0000</a>		VEHICLE MAINTENANCE		329.51	
2039	PARKHOUSE TIRE, INC.	04/13/2023	Virtual Payment	0.00	3,842.54	APA004184
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<a href="#">2010841502</a>	Invoice	04/13/2023	EQUIPMENT MAINTENANCE	0.00	744.10	
	<a href="#">100-6050-7090-0000</a>		EQUIP SUPPLIES/MAINT		744.10	
<a href="#">2010842565</a>	Invoice	04/13/2023	EQUIPMENT MAINTENANCE	0.00	412.13	
	<a href="#">100-6050-7090-0000</a>		EQUIP SUPPLIES/MAINT		412.13	
<a href="#">2010842567</a>	Invoice	04/13/2023	VEHICLE MAINTENANCE	0.00	354.59	
	<a href="#">100-2050-7037-0000</a>		VEHICLE MAINTENANCE		354.59	
<a href="#">2010842572</a>	Invoice	04/13/2023	VEHICLE MAINTENANCE	0.00	553.90	
	<a href="#">100-2050-7037-0000</a>		VEHICLE MAINTENANCE		553.90	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<a href="#">2010843629</a>	Invoice	04/13/2023	VEHICLE MAINTENANCE	0.00	494.63	
	<a href="#">100-2000-7037-0000</a>		VEHICLE MAINTENANCE		494.63	
<a href="#">2010844117</a>	Invoice	04/13/2023	VEHICLE MAINTENANCE	0.00	1,283.19	
	<a href="#">750-8300-7037-0000</a>		VEHICLE MAINTENANCE		1,283.19	
3540	PBM SUPPLY & MFG INC	04/13/2023	Virtual Payment	0.00	391.13	APA004185
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">978660</a>	Invoice	04/13/2023	EQUIPMENT MAINTENANCE	0.00	391.13	
	<a href="#">100-6050-7090-0000</a>		EQUIP SUPPLIES/MAINT		391.13	
2065	PITNEY BOWES INC-CTR	04/13/2023	Virtual Payment	0.00	295.09	APA004186
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">1022815065</a>	Invoice	04/13/2023	OFFICE SUPPLIES	0.00	295.09	
	<a href="#">100-2050-7025-0000</a>		OFFICE SUPPLIES		295.09	
2078	PRO RISE GARAGE DOOR CO	04/13/2023	Virtual Payment	0.00	350.00	APA004187
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">00024858</a>	Invoice	04/13/2023	BUILDING MAINTENANCE	0.00	350.00	
	<a href="#">100-6000-7085-6055</a>		BLDG MAINT- FIRE STATIO		350.00	
3652	PRUDENTIAL OVERALL SUPPLY	04/13/2023	Virtual Payment	0.00	315.90	APA004188
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">23462539</a>	Invoice	04/13/2023	Building/Grounds uniforms	0.00	104.58	
	<a href="#">100-6050-7065-0000</a>		CITY UNIFORMS		104.58	
<a href="#">23465619</a>	Invoice	04/13/2023	Building/Grounds uniforms	0.00	106.74	
	<a href="#">100-6050-7065-0000</a>		CITY UNIFORMS		106.74	
<a href="#">23468740</a>	Invoice	04/13/2023	Building/Grounds uniforms	0.00	104.58	
	<a href="#">100-6050-7065-0000</a>		CITY UNIFORMS		104.58	
4383	PUBLIC TRUST ADVISORS, LLC	04/13/2023	Virtual Payment	0.00	3,678.90	APA004189
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">296848 CHECK 2</a>	Invoice	04/13/2023	PROFESSIONAL SERVICES	0.00	1,805.50	
	<a href="#">100-1225-7068-0000</a>		CONTRACTUAL SERVICES		1,805.50	
<a href="#">299586 CHECK 2</a>	Invoice	04/13/2023	PROFESSIONAL SERVICES	0.00	1,873.40	
	<a href="#">100-1225-7068-0000</a>		CONTRACTUAL SERVICES		1,873.40	
2091	PURCHASE POWER-1183	04/13/2023	Virtual Payment	0.00	1,056.24	APA004190
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">8000-9000-0098-</a>	Invoice	04/13/2023	POSTAGE	0.00	1,056.24	
	<a href="#">100-1200-7025-0000</a>		OFFICE SUPPLIES		1,056.24	
2098	QUILL CORPORATON	04/13/2023	Virtual Payment	0.00	86.12	APA004191
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">31523453</a>	Invoice	04/13/2023	DEPT SUPPLIES	0.00	25.83	
	<a href="#">750-7100-7070-0000</a>		SPECIAL DEPT SUPPLIES		25.83	
<a href="#">31524151</a>	Invoice	04/13/2023	DEPT SUPPLIES	0.00	60.29	
	<a href="#">750-7000-7070-0000</a>		SPECIAL DEPT SUPPLIES		60.29	
4428	RHA LANDSCAPE ARCHITECTS-PLANNERS, INC.	04/13/2023	Virtual Payment	0.00	180.00	APA004192

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<a href="#">1022147</a>	Invoice	04/13/2023	Sport Prk turf conversion study	0.00	180.00	
	<a href="#">500-0000-8990-0000</a>	CAPITAL OUTLAY	Sport Prk turf conversion study		180.00	
3436	RIGHT SOLUTION PLUMBING	04/13/2023	Virtual Payment	0.00	650.00	APA004193
<a href="#">12757947</a>	Invoice	04/13/2023	BUILDING MAINTENANCE	0.00	650.00	
	<a href="#">100-1550-8071-0000</a>	Building Maintenance ISF	BUILDING MAINTENANCE		650.00	
3681	RIVERSIDE COUNTY DEPARTMENT OF WASTE R	04/13/2023	Virtual Payment	0.00	1,548.66	APA004194
<a href="#">202302000169</a>	Invoice	04/13/2023	PARK DEPT REFUSE	0.00	1,548.66	
	<a href="#">100-6050-7070-003X</a>	SPEC DEPT EXP - IA 3	PARK DEPT REFUSE		47.00	
	<a href="#">100-6050-7070-006A</a>	SPEC DEPT EXP - IA 6A	PARK DEPT REFUSE		421.24	
	<a href="#">100-6050-7070-008A</a>	SPEC DEPT EXP - IA 8A	PARK DEPT REFUSE		188.38	
	<a href="#">100-6050-7070-014X</a>	SPEC DEPT EXP - IA 14	PARK DEPT REFUSE		171.49	
	<a href="#">100-6050-7070-2000</a>	SPEC DEPT EXP - CRYSTAL	PARK DEPT REFUSE		119.42	
	<a href="#">100-6050-7070-5000</a>	SPEC DEPT EXP - THREE RI	PARK DEPT REFUSE		45.93	
	<a href="#">100-6050-7070-5050</a>	SPEC DEPT EXP - DEFORG	PARK DEPT REFUSE		70.50	
	<a href="#">100-6050-7070-5200</a>	SPEC DEPT EXP - PALMER	PARK DEPT REFUSE		23.50	
	<a href="#">100-6050-7070-5300</a>	SPEC DEPT EXP - SENECA	PARK DEPT REFUSE		88.41	
	<a href="#">100-6050-7070-5600</a>	SPEC DEPT EXP - TREVINO	PARK DEPT REFUSE		69.44	
	<a href="#">100-6050-7070-5750</a>	SPECIAL DEPT SUPPLIES (	PARK DEPT REFUSE		146.76	
	<a href="#">100-6050-7070-5800</a>	SPECIAL DEPT SUPPLIES -	PARK DEPT REFUSE		156.59	
2238	SAN GORGONIO MEMORIAL HOSPITAL	04/13/2023	Virtual Payment	0.00	299.00	APA004195
<a href="#">377106-001</a>	Invoice	04/13/2023	EMPLOYEE MEDICAL SERVICES	0.00	299.00	
	<a href="#">100-2050-6019-0000</a>	FIRST AID	EMPLOYEE MEDICAL SERVICES		299.00	
2026	SECURITY SIGNAL DEVICES, INC	04/13/2023	Virtual Payment	0.00	268.50	APA004196
<a href="#">S-01092612</a>	Invoice	04/13/2023	SOFTWARE	0.00	268.50	
	<a href="#">100-1230-7071-0000</a>	SOFTWARE	SOFTWARE		268.50	
3835	SEGURA FAMILY INVESTMENT INC	04/13/2023	Virtual Payment	0.00	1,689.37	APA004197
<a href="#">3078</a>	Invoice	04/13/2023	VEHICLE MAINTENANCE	0.00	1,689.37	
	<a href="#">100-2050-7037-0000</a>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		1,689.37	
2292	SIRCHIE	04/13/2023	Virtual Payment	0.00	291.39	APA004198
<a href="#">0583397-IN</a>	Invoice	04/13/2023	DEPT SUPPLIES	0.00	291.39	
	<a href="#">100-2050-7070-0000</a>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		291.39	
3031	SMARTHIRE	04/13/2023	Virtual Payment	0.00	657.09	APA004199
<a href="#">54742</a>	Invoice	04/13/2023	HIRING COSTS	0.00	657.09	
	<a href="#">100-1240-6050-0000</a>	RECRUITMENT AND HIRI	HIRING COSTS		657.09	
4443	STEVE H NUTT	04/13/2023	Virtual Payment	0.00	1,500.00	APA004200

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
4899	SUSAN HUSTLER	04/13/2023	Virtual Payment	0.00	14.33	APA004201
<a href="#">RCT R01297461</a>	Invoice	04/13/2023	REFUND FOR INCORRECT BUS PASS CHAR	0.00	14.33	
	<a href="#">750-0000-4684-0000</a>		FIXED ROUTE BUS PASSES		14.33	
2407	THE GAS COMPANY	04/13/2023	Virtual Payment	0.00	4,237.99	APA004202
<a href="#">03822937417 04/</a>	Invoice	04/13/2023	GAS UTILITY	0.00	164.82	
	<a href="#">100-6000-7010-6041</a>		UTILITIES - POLICE ANNEX		164.82	
<a href="#">05789544425 04/</a>	Invoice	04/13/2023	GAS UTILITY	0.00	919.08	
	<a href="#">100-6000-7010-6045</a>		UTILITIES - COMMUNITY		919.08	
<a href="#">12604948096 04/</a>	Invoice	04/13/2023	GAS UTILITY	0.00	3,154.09	
	<a href="#">700-4050-7010-0000</a>		UTILITIES		3,154.09	
4840	THE KINDEL GROUP, LLC	04/13/2023	Virtual Payment	0.00	970.56	APA004203
<a href="#">1069</a>	Invoice	04/13/2023	STAFFING SERVICES	0.00	970.56	
	<a href="#">100-1225-7068-0000</a>		CONTRACTUAL SERVICES		970.56	
4293	THE RETAIL COACH, LLC	04/13/2023	Virtual Payment	0.00	2,333.00	APA004204
<a href="#">4168</a>	Invoice	04/13/2023	The Retail Coach	0.00	2,333.00	
	<a href="#">100-1235-7068-0000</a>		CONTRACTUAL SERVICES		2,333.00	
2430	TIME WARNER CABLE	04/13/2023	Virtual Payment	0.00	0.32	APA004205
<a href="#">13099660103212</a>	Invoice	04/13/2023	ERICA EXPENSES	0.00	0.32	
	<a href="#">100-2050-7057-0000</a>		RADIO COMMUNICATION		0.32	
2430	TIME WARNER CABLE	04/13/2023	Virtual Payment	0.00	156.55	APA004206
<a href="#">0013594032023</a>	Invoice	04/13/2023	PHONE UTILITY	0.00	156.55	
	<a href="#">100-1230-7015-6040</a>		TELEPHONE (POLICE DPT)		156.55	
3265	TOWNSEND PUBLIC AFFAIRS, INC	04/13/2023	Virtual Payment	0.00	2,000.00	APA004207
<a href="#">19667</a>	Invoice	04/13/2023	CONSULTING SERVICES	0.00	2,000.00	
	<a href="#">100-1200-7068-0000</a>		CONTRACTUAL SERVICES		2,000.00	
2455	TURBOSCAPE, INC.	04/13/2023	Virtual Payment	0.00	23,460.00	APA004208
<a href="#">13050</a>	Invoice	04/13/2023	Mulch for parks and parkways in the city	0.00	23,460.00	
	<a href="#">100-6050-7070-0000</a>		SPECIAL DEPT SUPPLIES		23,460.00	
2456	TURF STAR, INC.	04/13/2023	Virtual Payment	0.00	1,677.77	APA004209

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<a href="#">2343476-00</a>	Invoice	04/13/2023	EQUIPMENT MAINTENANCE	0.00	768.00	
	<a href="#">100-6050-7090-5999</a>		EQUIP SUPPLIES/MAINT - EQUIPMENT MAINTENANCE		768.00	
<a href="#">7268037-00</a>	Invoice	04/13/2023	EQUIPMENT MAINTENANCE	0.00	267.28	
	<a href="#">100-6050-7090-0000</a>		EQUIP SUPPLIES/MAINT EQUIPMENT MAINTENANCE		267.28	
<a href="#">7270164-00</a>	Invoice	04/13/2023	EQUIPMENT MAINTENANCE	0.00	557.33	
	<a href="#">100-6050-7090-5999</a>		EQUIP SUPPLIES/MAINT - EQUIPMENT MAINTENANCE		557.33	
<a href="#">7270490-00</a>	Invoice	04/13/2023	EQUIPMENT MAINTENANCE	0.00	85.16	
	<a href="#">100-6050-7090-5999</a>		EQUIP SUPPLIES/MAINT - EQUIPMENT MAINTENANCE		85.16	
2472	UPS	04/13/2023	Virtual Payment	0.00	42.36	APA004210
<a href="#">Payable #</a>	<a href="#">Payable Type</a>	<a href="#">Post Date</a>	<a href="#">Payable Description</a>	<a href="#">Discount Amount</a>	<a href="#">Payable Amount</a>	
	<a href="#">Account Number</a>	<a href="#">Account Name</a>	<a href="#">Item Description</a>	<a href="#">Distribution Amount</a>		
<a href="#">000087R790133</a>	Invoice	04/13/2023	SHIPPING COSTS	0.00	42.36	
	<a href="#">100-1230-7025-0000</a>		OFFICE SUPPLIES SHIPPING COSTS		42.36	
2484	VERIZON	04/13/2023	Virtual Payment	0.00	3,585.94	APA004211
<a href="#">Payable #</a>	<a href="#">Payable Type</a>	<a href="#">Post Date</a>	<a href="#">Payable Description</a>	<a href="#">Discount Amount</a>	<a href="#">Payable Amount</a>	
	<a href="#">Account Number</a>	<a href="#">Account Name</a>	<a href="#">Item Description</a>	<a href="#">Distribution Amount</a>		
<a href="#">9930875180</a>	Invoice	04/13/2023	PHONE UTILITY	0.00	2,418.29	
	<a href="#">100-1230-7015-0000</a>		TELEPHONE PHONE UTILITY		2,418.29	
<a href="#">9931098596</a>	Invoice	04/13/2023	PHONE UTILITY - TRANSIT TABLETS	0.00	922.23	
	<a href="#">750-7000-7015-0000</a>		TELEPHONE PHONE UTILITY - TRANSIT TABLE		42.01	
	<a href="#">750-7100-7015-0000</a>		TELEPHONE PHONE UTILITY - TRANSIT TABLE		120.03	
	<a href="#">750-7400-7015-0000</a>		TELEPHONE PHONE UTILITY - TRANSIT TABLE		160.04	
	<a href="#">750-7600-7015-0000</a>		TELEPHONE PHONE UTILITY - TRANSIT TABLE		200.05	
	<a href="#">750-7800-7015-0000</a>		TELEPHONE PHONE UTILITY - TRANSIT TABLE		120.03	
	<a href="#">750-7900-7015-0000</a>		TELEPHONE PHONE UTILITY - TRANSIT TABLE		80.02	
	<a href="#">750-8100-7015-0000</a>		TELEPHONE PHONE UTILITY - TRANSIT TABLE		80.02	
	<a href="#">750-8200-7015-0000</a>		TELEPHONE PHONE UTILITY - TRANSIT TABLE		40.01	
	<a href="#">750-8300-7015-0000</a>		TELEPHONE PHONE UTILITY - TRANSIT TABLE		80.02	
<a href="#">9931098597</a>	Invoice	04/13/2023	PHONE UTILITY - IPADS/1550	0.00	76.02	
	<a href="#">100-1230-7015-0000</a>		TELEPHONE PHONE UTILITY - IPADS/1550		76.02	
<a href="#">9931098598</a>	Invoice	04/13/2023	PHONE UTILITY - IPADS 3100	0.00	116.13	
	<a href="#">100-1230-7015-0000</a>		TELEPHONE PHONE UTILITY - IPADS 3100		116.13	
<a href="#">9931098599</a>	Invoice	04/13/2023	PHONE UTILITY - IPADS 1550/6050	0.00	53.27	
	<a href="#">100-1230-7015-0000</a>		TELEPHONE PHONE UTILITY - IPADS 1550/60		53.27	
2516	VOHNE LICHE KENNELS INC	04/13/2023	Virtual Payment	0.00	350.00	APA004212
<a href="#">Payable #</a>	<a href="#">Payable Type</a>	<a href="#">Post Date</a>	<a href="#">Payable Description</a>	<a href="#">Discount Amount</a>	<a href="#">Payable Amount</a>	
	<a href="#">Account Number</a>	<a href="#">Account Name</a>	<a href="#">Item Description</a>	<a href="#">Distribution Amount</a>		
<a href="#">18699</a>	Invoice	04/13/2023	K9 TRAINING	0.00	350.00	
	<a href="#">100-2080-7066-0000</a>		TRAVEL, EDUCATION, TRA K9 TRAINING		350.00	
2517	VOYAGER	04/13/2023	Virtual Payment	0.00	56,764.01	APA004213

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Date Range: 04/07/2023 - 04/13/2023

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		
<a href="#">8690650032312</a>	Invoice	04/13/2023	FUEL EXPENSE	0.00	56,764.01	
	<a href="#">100-1550-7050-0000</a>	FUEL	FUEL EXPENSE		227.39	
	<a href="#">100-2000-7050-0000</a>	FUEL	FUEL EXPENSE		673.27	
	<a href="#">100-2030-7050-0000</a>	FUEL	FUEL EXPENSE		81.21	
	<a href="#">100-2050-7050-0000</a>	FUEL	FUEL EXPENSE		18,908.33	
	<a href="#">100-2100-7050-0000</a>	FUEL	FUEL EXPENSE		60.82	
	<a href="#">100-2150-7050-0000</a>	FUEL	FUEL EXPENSE		414.94	
	<a href="#">100-3100-7050-0000</a>	FUEL	FUEL EXPENSE		1,045.54	
	<a href="#">100-3250-7050-0000</a>	FUEL	FUEL EXPENSE		3,333.06	
	<a href="#">100-6050-7050-0000</a>	FUEL	FUEL EXPENSE		7,338.70	
	<a href="#">700-4050-7050-0000</a>	FUEL	FUEL EXPENSE		3,023.29	
	<a href="#">750-7000-7050-0000</a>	FUEL	FUEL EXPENSE		450.40	
	<a href="#">750-7100-7050-0000</a>	FUEL	FUEL EXPENSE		680.65	
	<a href="#">750-7300-7050-0000</a>	FUEL	FUEL EXPENSE		663.50	
	<a href="#">750-7400-7050-0000</a>	FUEL	FUEL EXPENSE		7,837.13	
	<a href="#">750-7600-7050-0000</a>	FUEL	FUEL EXPENSE		6,614.18	
	<a href="#">750-7800-7050-0000</a>	FUEL	FUEL EXPENSE		2,436.10	
	<a href="#">750-7900-7050-0000</a>	FUEL	FUEL EXPENSE		230.83	
	<a href="#">750-8100-7050-0000</a>	FUEL	FUEL EXPENSE		1,390.48	
	<a href="#">750-8200-7050-0000</a>	FUEL	FUEL EXPENSE		839.92	
	<a href="#">750-8300-7050-0000</a>	FUEL	FUEL EXPENSE		514.27	
2518	VULCAN MATERIALS	04/13/2023	Virtual Payment	0.00	2,445.91	APA004214
<a href="#">Payable # 73580477</a>	Invoice	04/13/2023	STREETS - ASPHALT	0.00	1,406.68	
	<a href="#">100-3250-7070-0000</a>	SPECIAL DEPT SUPPLIES	STREETS - ASPHALT		1,406.68	
<a href="#">Payable # 73580477 2</a>	Invoice	04/13/2023	DEPT SUPPLIES	0.00	1,039.23	
	<a href="#">100-3250-7070-0000</a>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		1,039.23	
3422	WAXIE SANITARY SUPPLY	04/13/2023	Virtual Payment	0.00	320.42	APA004215
<a href="#">Payable # 81616176</a>	Invoice	04/13/2023	DEPT SUPPLIES	0.00	320.42	
	<a href="#">750-7100-7070-0000</a>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		50.00	
	<a href="#">750-7400-7070-0000</a>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		50.00	
	<a href="#">750-7600-7070-0000</a>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		50.00	
	<a href="#">750-7800-7070-0000</a>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		50.00	
	<a href="#">750-7900-7070-0000</a>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		50.00	
	<a href="#">750-8100-7070-0000</a>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		10.21	
	<a href="#">750-8200-7070-0000</a>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		10.21	
	<a href="#">750-8300-7070-0000</a>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		50.00	
3248	WEBB MUNICIPAL FINANCE, LLC	04/13/2023	Virtual Payment	0.00	24,922.00	APA004216
<a href="#">Payable # 20230015</a>	Invoice	04/13/2023	PROFESSIONAL SERVICES	0.00	24,922.00	
	<a href="#">250-0000-1196-0000</a>	CFD FORMATION - MERIT	PROFESSIONAL SERVICES		24,922.00	
3908	WEST COAST ARBORISTS, INC	04/13/2023	Virtual Payment	0.00	35,069.55	APA004217
<a href="#">Payable # 197343</a>	Invoice	04/13/2023	Tree service and maintenance within the	0.00	17,593.20	
	<a href="#">100-6050-7157-0000</a>	TREE TRIMMING	Tree service and maintenance w		17,593.20	
<a href="#">Payable # 197345</a>	Invoice	04/13/2023	Tree service and maintenance within the	0.00	13,276.35	
	<a href="#">100-6050-7157-0000</a>	TREE TRIMMING	Tree service and maintenance w		13,276.35	
<a href="#">Payable # 197346</a>	Invoice	04/13/2023	Tree service and maintenance within the	0.00	4,200.00	

Check Report

Date Range: 04/07/2023 - 04/13/2023

Vendor Number

Vendor Name

[100-6050-7157-0000](#)

Payment Date  
TREE TRIMMING

Payment Type  
Tree service and maintenance w

Discount Amount  
4,200.00

Payment Amount Number

Bank Code AP BANK WF Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	19	16	0.00	61,790.43
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	3	3	0.00	899,053.75
Virtual Payments	161	81	0.00	281,098.88
	<b>183</b>	<b>103</b>	<b>0.00</b>	<b>1,241,943.06</b>



Check Report

Date Range: 04/07/2023 - 04/13/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3229	ICMA - RC	04/13/2023	EFT	0.00	2,645.08	686
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">INV0001682</a>	Invoice	04/07/2023	MSQ (%%)	0.00	727.88	
	<a href="#">100-0000-2075-0000</a>		DEFERRED COMPENSATI		727.88	
<a href="#">INV0001683</a>	Invoice	04/07/2023	MSQ (AMT)	0.00	1,780.00	
	<a href="#">100-0000-2075-0000</a>		DEFERRED COMPENSATI		1,780.00	
<a href="#">INV0001684</a>	Invoice	04/07/2023	MSQ LOAN	0.00	137.20	
	<a href="#">100-0000-2075-0000</a>		DEFERRED COMPENSATI		137.20	
2264	SEIU	04/13/2023	EFT	0.00	2,859.11	687
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">04/07/23 2</a>	Credit Memo	04/07/2023	PRIOR ADJUSTMENT SHOULD HAVE BEEN	0.00	-31.22	
	<a href="#">100-0000-2061-0000</a>		P.E.R.C. DUES & INS		-15.61	
	<a href="#">100-0000-2061-0000</a>		P.E.R.C. DUES & INS		-15.61	
<a href="#">CM0000196</a>	Credit Memo	02/24/2023	SEIU DUES	0.00	-0.91	
	<a href="#">100-0000-2061-0000</a>		P.E.R.C. DUES & INS		-0.91	
<a href="#">INV0001663</a>	Invoice	04/03/2023	SEIU DUES	0.00	20.00	
	<a href="#">100-0000-2061-0000</a>		P.E.R.C. DUES & INS		20.00	
<a href="#">INV0001666</a>	Invoice	04/03/2023	SEIU DUES	0.00	34.30	
	<a href="#">100-0000-2061-0000</a>		P.E.R.C. DUES & INS		34.30	
<a href="#">INV0001679</a>	Invoice	04/07/2023	SEIU DUES	0.00	92.50	
	<a href="#">100-0000-2061-0000</a>		P.E.R.C. DUES & INS		92.50	
<a href="#">INV0001686</a>	Invoice	04/07/2023	SEIU DUES	0.00	2,728.83	
	<a href="#">100-0000-2061-0000</a>		P.E.R.C. DUES & INS		2,728.83	
<a href="#">PD 04/07/23</a>	Invoice	04/07/2023	ADJUSTMENT FOR GUTIERREZ, JAMES	0.00	15.61	
	<a href="#">100-0000-2061-0000</a>		P.E.R.C. DUES & INS		15.61	
4563	AMERICAN FIDELITY ASSURANCE COMPANY FS	04/13/2023	Regular	0.00	1,414.93	111523
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">INV0001664</a>	Invoice	04/03/2023	AMERICAN FIDELITY	0.00	50.00	
	<a href="#">100-0000-2055-0000</a>		FLEX SPENDING ACCOUN		50.00	
<a href="#">INV0001680</a>	Invoice	04/07/2023	AMERICAN FIDELITY	0.00	208.33	
	<a href="#">100-0000-2056-0000</a>		DEPENDENT CARE SPEND		208.33	
<a href="#">INV0001681</a>	Invoice	04/07/2023	AMERICAN FIDELITY	0.00	1,202.43	
	<a href="#">100-0000-2055-0000</a>		FLEX SPENDING ACCOUN		1,202.43	
<a href="#">PD 04/07/23</a>	Credit Memo	04/07/2023	ADJUSTMENT FOR CENICEROS PAYBACK	0.00	-45.83	
	<a href="#">100-0000-2055-0000</a>		FLEX SPENDING ACCOUN		-45.83	
1139	BEAUMONT POLICE OFFICERS ASSOCIATION	04/13/2023	Regular	0.00	4,200.00	111524
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">INV0001678</a>	Invoice	04/07/2023	BPOA DUES	0.00	4,200.00	
	<a href="#">100-0000-2035-0000</a>		C.O.P.S. DUES		4,200.00	

Check Report

Date Range: 04/07/2023 - 04/13/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1979	MUTUAL OF OMAHA	04/07/2023	Bank Draft	0.00	30,513.44	DFT0004501
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">INV0001688</a>	Invoice	04/07/2023	457 RETIREMENT CATCHUP	0.00	30,513.44	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
	<a href="#">100-0000-2075-0000</a>	DEFERRED COMPENSATI	457 RETIREMENT CATCHUP	709.46		
	<a href="#">100-0000-2075-0000</a>	DEFERRED COMPENSATI	DEFERRED COMP LOAN 401A-1	1,170.12		
	<a href="#">100-0000-2075-0000</a>	DEFERRED COMPENSATI	DEFERRED COMP LOAN 401A-2	211.74		
	<a href="#">100-0000-2075-0000</a>	DEFERRED COMPENSATI	DEFERRED COMP 457 (%)	11,729.54		
	<a href="#">100-0000-2075-0000</a>	DEFERRED COMPENSATI	DEFERRED COMP 457 (AMT)	10,481.95		
	<a href="#">100-0000-2075-0000</a>	DEFERRED COMPENSATI	457 CITY CONTRIBUTION	528.88		
	<a href="#">100-0000-2075-0000</a>	DEFERRED COMPENSATI	DEFERRED COMP 457 - LOAN RE	2,754.41		
	<a href="#">100-0000-2075-0000</a>	DEFERRED COMPENSATI	DEFERRED COMP 457 - LOAN RE	1,921.12		
	<a href="#">100-0000-2132-0000</a>	P.A.R.S. WITHHOLDING	FICA PT REMAINDER (%)	178.71		
	<a href="#">100-0000-2132-0000</a>	P.A.R.S. WITHHOLDING	FICA PT REMAINDER (AMT)	59.67		
	<a href="#">100-0000-2132-0000</a>	P.A.R.S. WITHHOLDING	FICA PT RETIREMENT (%)	767.84		
2594	CAL PERS	04/07/2023	Bank Draft	0.00	158,662.70	DFT0004502
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">INV0001689</a>	Invoice	04/07/2023	CALPERS	0.00	158,662.70	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
	<a href="#">100-0000-2130-0000</a>	P.E.R.S. LIABILITY	CALPERS SAFETY - EE	14,318.52		
	<a href="#">100-0000-2130-0000</a>	P.E.R.S. LIABILITY	CALPERS PEPRA SAFETY - ER	13,821.87		
	<a href="#">100-0000-2130-0000</a>	P.E.R.S. LIABILITY	CALPERS PEPRA SAFETY - EE	14,059.83		
	<a href="#">100-0000-2130-0000</a>	P.E.R.S. LIABILITY	CALPERS PEPRA - ER	11,682.79		
	<a href="#">100-0000-2130-0000</a>	P.E.R.S. LIABILITY	CALPERS SURVIVOR RATE	50.22		
	<a href="#">100-0000-2130-0000</a>	P.E.R.S. LIABILITY	CALPERS CLASSIC - ER	22,618.18		
	<a href="#">100-0000-2130-0000</a>	P.E.R.S. LIABILITY	CALPERS PEPRA - EE	10,556.75		
	<a href="#">100-0000-2130-0000</a>	P.E.R.S. LIABILITY	CALPERS CLASSIC - EE	11,865.36		
	<a href="#">100-0000-2130-0000</a>	P.E.R.S. LIABILITY	CALPERS SAFETY - ER	37,785.18		
	<a href="#">100-0000-2130-0000</a>	P.E.R.S. LIABILITY	SERVICE CREDIT	755.81		
	<a href="#">700-0000-2130-0000</a>	P.E.R.S. LIABILITY	CALPERS CLASSIC - ER	6,708.68		
	<a href="#">700-0000-2130-0000</a>	P.E.R.S. LIABILITY	CALPERS CLASSIC - EE	3,519.26		
	<a href="#">700-0000-2130-0000</a>	P.E.R.S. LIABILITY	CALPERS PEPRA - EE	997.11		
	<a href="#">700-0000-2130-0000</a>	P.E.R.S. LIABILITY	CALPERS PEPRA - ER	1,103.49		
	<a href="#">750-0000-2130-0000</a>	P.E.R.S. LIABILITY	CALPERS PEPRA - EE	1,980.35		
	<a href="#">750-0000-2130-0000</a>	P.E.R.S. LIABILITY	CALPERS CLASSIC - EE	1,599.20		
	<a href="#">750-0000-2130-0000</a>	P.E.R.S. LIABILITY	CALPERS PEPRA - ER	2,191.60		
	<a href="#">750-0000-2130-0000</a>	P.E.R.S. LIABILITY	CALPERS CLASSIC - ER	3,048.50		
1979	MUTUAL OF OMAHA	04/07/2023	Bank Draft	0.00	-8.84	DFT0004505
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">CM0000201</a>	Credit Memo	04/07/2023	DEFERRED COMP 457	0.00	-8.84	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
	<a href="#">100-0000-2075-0000</a>	DEFERRED COMPENSATI	DEFERRED COMP 457 (%)	-8.84		
2594	CAL PERS	04/07/2023	Bank Draft	0.00	-6.22	DFT0004506
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">CM0000202</a>	Credit Memo	04/07/2023	CALPERS	0.00	-6.22	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
	<a href="#">100-0000-2130-0000</a>	P.E.R.S. LIABILITY	CALPERS CLASSIC - EE	-2.14		
	<a href="#">100-0000-2130-0000</a>	P.E.R.S. LIABILITY	CALPERS CLASSIC - ER	-4.08		
2594	CAL PERS	04/07/2023	Bank Draft	0.00	-362.89	DFT0004513

Check Report

Date Range: 04/07/2023 - 04/13/2023

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		
<a href="#">CM0000207</a>	Credit Memo	04/07/2023	CALPERS	0.00	-362.89	
	<a href="#">100-0000-2130-0000</a>		P.E.R.S. LIABILITY		-183.00	
	<a href="#">100-0000-2130-0000</a>		P.E.R.S. LIABILITY		-179.89	

Bank Code AP PY VEND WF Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	5	2	0.00	5,614.93
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	5	5	0.00	188,798.19
EFT's	10	2	0.00	5,504.19
Virtual Payments	0	0	0.00	0.00
	<b>20</b>	<b>9</b>	<b>0.00</b>	<b>199,917.31</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	28	22	0.00	69,417.69
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	11	11	0.00	305,918.97
EFT's	13	5	0.00	904,557.94
Virtual Payments	161	81	0.00	281,098.88
	<b>213</b>	<b>122</b>	<b>0.00</b>	<b>1,560,993.48</b>

### Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	4/2023	1,560,993.48
			<b>1,560,993.48</b>



**WARRANTS TO BE RATIFIED**

Friday, April 21, 2023

**Wells Fargo**

Printed Checks	111544-111555	\$	113,929.79	FY 22/23
NvoicePay	APA004137-APA004217	\$	593,506.40	FY 22/23
	A/P Total	\$	<u>707,436.19</u>	

Bank Drafts	Global Payments	\$	94.42	Credit Card Fees
	Wilmington Trust	\$	24,079.50	CFD Prepayment

**Bank of Hemet**

Printed Checks	1155-1159	\$	2,685.73	Garnishments
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I DO HEREBY CERTIFY THIS WARRANT LIST HAS BEEN COMPILED AND PREPARED TO MEET THE DAILY OPERATIONS FOR THE FISCAL YEAR JULY 1, 2022 - JUNE 30, 2023

SIGNATURE: \_\_\_\_\_  
 TITLE: CITY TREASURER

SIGNATURE: \_\_\_\_\_  
 TITLE: FINANCE DIRECTOR



Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3544	CHRISTINA TAYLOR	04/21/2023	Regular	0.00	301.50	111544
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">04/24/23-04/28/</a>	Invoice	04/20/2023	PER DIEM FOR TRAVEL MEETINGS	0.00	301.50	
	<a href="#">100-1050-7066-0000</a>		TRAVEL, EDUCATION, TRA		301.50	
			PER DIEM FOR TRAVEL MEETIN			
4914	DAVID FENN	04/21/2023	Regular	0.00	301.50	111545
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">04/24/23-04/28/</a>	Invoice	04/20/2023	PER DIEM FOR TRAVEL - LOBBYING	0.00	301.50	
	<a href="#">100-1050-7066-0000</a>		TRAVEL, EDUCATION, TRA		301.50	
			PER DIEM FOR TRAVEL - LOBBYI			
1382	DEANN DOBBINS	04/21/2023	Regular	0.00	70.00	111546
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">04</a>	Invoice	04/20/2023	DEANN'S PAASS KIDS CLASSES FOR MARC	0.00	70.00	
	<a href="#">100-1550-7040-0000</a>		RECREATION PROGRAMS		70.00	
			DEANN'S PAASS KIDS CLASSES F			
1464	ELIZABETH GIBBS	04/21/2023	Regular	0.00	301.50	111547
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">04/24/23-04/28/</a>	Invoice	04/20/2023	PER DIEM FOR TRAVEL - LOBBYING	0.00	301.50	
	<a href="#">100-1200-7066-0000</a>		TRAVEL, EDUCATION, TRA		301.50	
			PER DIEM FOR TRAVEL - LOBBYI			
3928	JEFF HART	04/21/2023	Regular	0.00	301.50	111548
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">04/24/23-04/28/</a>	Invoice	04/20/2023	PER DIEM FOR TRAVEL - LEGISLATIVE MEE	0.00	301.50	
	<a href="#">100-3100-7066-0000</a>		TRAVEL, EDUCATION, TRA		301.50	
			PER DIEM FOR TRAVEL - LEGISLA			
3162	JENNIFER USTATION	04/21/2023	Regular	0.00	341.50	111549
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">04/26/23-04/28/</a>	Invoice	04/20/2023	PER DIEM FOR TRAVEL - CMTA CONFEREN	0.00	118.50	
	<a href="#">100-1225-7066-0000</a>		TRAVEL, EDUCATION, TRA		118.50	
			PER DIEM FOR TRAVEL - CMTA C			
<a href="#">05/20/23-05/24/</a>	Invoice	04/20/2023	PER DIEM FOR TRAVEL - GFOA CONFEREN	0.00	223.00	
	<a href="#">100-1225-7066-0000</a>		TRAVEL, EDUCATION, TRA		223.00	
			PER DIEM FOR TRAVEL - GFOA C			
4839	JESSICA VOIGT	04/21/2023	Regular	0.00	301.50	111550
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">04/24/23-04/28/</a>	Invoice	04/20/2023	PER DIEM FOR TRAVEL - LOBBYING	0.00	301.50	
	<a href="#">100-1050-7066-0000</a>		TRAVEL, EDUCATION, TRA		301.50	
			PER DIEM FOR TRAVEL - LOBBYI			
2909	KAPAN-KENT CO, INC	04/21/2023	Regular	0.00	976.85	111551
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">96QTY</a>	Invoice	04/20/2023	K9 FUNDRAISING SUPPLIES	0.00	976.85	
	<a href="#">100-2080-7070-0000</a>		SPECIAL DEPT SUPPLIES		976.85	
			K9 FUNDRAISING SUPPLIES			
4415	SERGIO BRISENO	04/21/2023	Regular	0.00	380.00	111552

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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		
<a href="#">04/20/23</a>	Invoice	04/20/2023	EMPLOYEE TRAINING	0.00	380.00	
	<a href="#">100-2150-7066-0000</a>	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING		380.00	
2311	SOUTHERN CALIFORNIA EDISON	04/21/2023	Regular	0.00	92,478.94	111553
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<a href="#">04/20/23</a>	Invoice	04/20/2023	ELECTRIC UTILITY	0.00	92,478.94	
	<a href="#">100-3250-7010-0000</a>	UTILITIES	ELECTRIC UTILITY		332.79	
	<a href="#">100-3250-7010-004X</a>	UTILITIES (IA 4)	ELECTRIC UTILITY		155.84	
	<a href="#">100-3250-7010-006B</a>	UTILITIES (IA 6B)	ELECTRIC UTILITY		245.94	
	<a href="#">100-3250-7010-06A1</a>	UTILITIES (IA 6A1)	ELECTRIC UTILITY		145.04	
	<a href="#">100-6000-7010-6025</a>	UTILITIES - CITY HALL	ELECTRIC UTILITY		2,342.32	
	<a href="#">100-6000-7010-6031</a>	UTILITIES - CITY HALL BLD	ELECTRIC UTILITY		1,419.12	
	<a href="#">100-6000-7010-6032</a>	UTILITIES - CITY HALL BLD	ELECTRIC UTILITY		1,419.11	
	<a href="#">100-6000-7010-6040</a>	UTILITIES - POLICE DEPT	ELECTRIC UTILITY		3,472.47	
	<a href="#">100-6000-7010-6041</a>	UTILITIES - POLICE ANNEX	ELECTRIC UTILITY		389.74	
	<a href="#">100-6000-7010-6055</a>	UTILITIES - FIRE STATION	ELECTRIC UTILITY		533.64	
	<a href="#">100-6000-7010-6070</a>	UTILITIES - 500 GRACE AV	ELECTRIC UTILITY		366.05	
	<a href="#">100-6050-7010-0000</a>	UTILITIES	ELECTRIC UTILITY		278.73	
	<a href="#">100-6050-7010-5250</a>	UTILITIES, PARK (RANGEL)	ELECTRIC UTILITY		66.65	
	<a href="#">100-6050-7010-5500</a>	UTILITIES, PARK (STEWAR	ELECTRIC UTILITY		60.00	
	<a href="#">700-4050-7010-0000</a>	UTILITIES	ELECTRIC UTILITY		80,839.87	
	<a href="#">750-7300-7010-0000</a>	UTILITIES	ELECTRIC UTILITY		411.63	
	**Void**	04/21/2023	Regular	0.00	0.00	111554
4776	T.R. HOLLIMAN AND ASSOCIATES, INC.	04/21/2023	Regular	0.00	18,175.00	111555
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<a href="#">AR.COB 2023.03</a>	Invoice	04/20/2023	Recycled Water Implementation Facilitato	0.00	18,175.00	
	<a href="#">700-0000-2290-0000</a>	THIRD PARTY LIABILITY	Fees to be paid by BCVWD & SG		12,116.67	
	<a href="#">700-4050-7900-0000</a>	CONTINGENCY	Fees to be paid by City		6,058.33	
4260	10-8 RETROFIT INC	04/21/2023	Virtual Payment	0.00	18,849.84	APA004388
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<a href="#">19213</a>	Invoice	04/20/2023	VEHICLE MAINTENANCE	0.00	450.00	
	<a href="#">100-2050-7037-0000</a>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		450.00	
<a href="#">19274</a>	Invoice	04/20/2023	Outfitting of Emergency Vehicles	0.00	3,205.56	
	<a href="#">600-5050-8060-0000</a>	VEHICLE REPLACEMENT E	Labor to Outfit Patrol Supervisor		3,205.56	
<a href="#">19276</a>	Invoice	04/20/2023	Outfitting of Emergency Vehicles	0.00	3,205.56	
	<a href="#">600-5050-8060-0000</a>	VEHICLE REPLACEMENT E	Labor for Outfitting Patrol Vehicl		3,205.56	
<a href="#">19277</a>	Invoice	04/20/2023	Outfitting of Emergency Vehicles	0.00	3,205.56	
	<a href="#">600-5050-8060-0000</a>	VEHICLE REPLACEMENT E	Labor for Outfitting Patrol Vehicl		3,205.56	
<a href="#">19280</a>	Invoice	04/20/2023	Outfitting of 4 Electric Motorcycles	0.00	7,206.28	
	<a href="#">100-2050-8060-0000</a>	VEHICLES	Outfitting of 4 Electric Motorcyc		7,206.28	
<a href="#">19281</a>	Invoice	04/20/2023	Outfitting of 4 Electric Motorcycles	0.00	1,576.88	
	<a href="#">100-2050-8060-0000</a>	VEHICLES	Outfitting of 4 Electric Motorcyc		1,576.88	
1050	AMAZON CAPITAL SERVICES	04/21/2023	Virtual Payment	0.00	1,223.46	APA004389
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<a href="#">13MP-CPCP-1WR</a>	Invoice	04/20/2023	DEPT SUPPLIES	0.00	338.26	
	<a href="#">100-2080-7070-0000</a>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		338.26	
<a href="#">1467-74XN-M9M</a>	Invoice	04/20/2023	DEPT SUPPLIES	0.00	31.90	
	<a href="#">100-2050-7070-0000</a>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		31.90	
<a href="#">174G-DQ3P-1WD</a>	Invoice	04/20/2023	OFFICE SUPPLIES	0.00	17.65	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<a href="#">100-1200-7025-0000</a>	OFFICE SUPPLIES	OFFICE SUPPLIES		17.65	
<a href="#">1DHV-KCXK-K4GK</a>	Invoice	04/20/2023	COMMUNITY EVENT SUPPLIES	0.00	119.23	
	<a href="#">100-1550-7040-0000</a>	RECREATION PROGRAMS	COMMUNITY EVENT SUPPLIES		119.23	
<a href="#">1GD3-JFL6-1939</a>	Invoice	04/20/2023	OFFICE SUPPLIES	0.00	116.52	
	<a href="#">100-1200-7025-0000</a>	OFFICE SUPPLIES	OFFICE SUPPLIES		116.52	
<a href="#">1HVY-16PC-DFCR</a>	Invoice	04/20/2023	OFFICE SUPPLIES	0.00	60.24	
	<a href="#">100-2000-7025-0000</a>	OFFICE SUPPLIES	OFFICE SUPPLIES		3.01	
	<a href="#">100-2050-7025-0000</a>	OFFICE SUPPLIES	OFFICE SUPPLIES		57.23	
<a href="#">1KXW-946L-94P</a>	Invoice	04/20/2023	DEPT SUPPLIES	0.00	45.79	
	<a href="#">750-7300-7070-0000</a>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		45.79	
<a href="#">1M3Y-4GGN-3NN</a>	Invoice	04/20/2023	OFFICE SUPPLIES	0.00	16.47	
	<a href="#">100-2050-7025-0000</a>	OFFICE SUPPLIES	OFFICE SUPPLIES		16.47	
<a href="#">1MXC-3XVR-67N</a>	Invoice	04/20/2023	OFFICE SUPPLIES	0.00	73.36	
	<a href="#">100-1200-7025-0000</a>	OFFICE SUPPLIES	OFFICE SUPPLIES		73.36	
<a href="#">1PNM-RRR4-3YW</a>	Invoice	04/20/2023	OFFICE SUPPLIES	0.00	315.36	
	<a href="#">100-1550-7025-0000</a>	OFFICE SUPPLIES	OFFICE SUPPLIES		261.72	
	<a href="#">100-1550-7070-0000</a>	SPECIAL DEPT SUPPLIES	OFFICE SUPPLIES		53.64	
<a href="#">1R9J-QCYF-3H3T</a>	Invoice	04/20/2023	DEPT SUPPLIES	0.00	88.68	
	<a href="#">100-2050-7070-0000</a>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		88.68	
3831	ANIMAL PEST MANAGEMENT SERVICES, INC	04/21/2023	Virtual Payment	0.00	1,187.50	APA004390
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>	
<a href="#">649943</a>	Invoice	04/20/2023	PROFESSIONAL SERVICES	0.00	227.50	
	<a href="#">700-4051-7068-0000</a>	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES		227.50	
<a href="#">662601</a>	Invoice	04/20/2023	PROFESSIONAL SERVICES	0.00	275.00	
	<a href="#">100-6000-7068-6025</a>	CONTRACTUAL SVC - CITY	PROFESSIONAL SERVICES		137.50	
	<a href="#">100-6000-7068-6040</a>	CONTRACTUAL SVC- POLI	PROFESSIONAL SERVICES		137.50	
<a href="#">691263</a>	Invoice	04/20/2023	Pest control for city buildings	0.00	685.00	
	<a href="#">100-6000-7068-6025</a>	CONTRACTUAL SVC - CITY	Pest control for city buildings		130.00	
	<a href="#">100-6000-7068-6026</a>	CONTRACTUAL SVC - CITY	Pest control for city buildings		65.00	
	<a href="#">100-6000-7068-6032</a>	CONTRACTUAL SVC- CITY	Pest control for city buildings		45.00	
	<a href="#">100-6000-7068-6040</a>	CONTRACTUAL SVC- POLI	Pest control for city buildings		75.00	
	<a href="#">100-6000-7068-6041</a>	CONTRACTUAL SVC- POLI	Pest control for city buildings		45.00	
	<a href="#">100-6000-7068-6045</a>	CONTRACTUAL SVC- COM	Pest control for city buildings		130.00	
	<a href="#">100-6000-7068-6055</a>	CONTRACTUAL SVC- FIRE	Pest control for city buildings		65.00	
	<a href="#">750-7000-7068-0000</a>	CONTRACTUAL SERVICES	Pest control for city buildings		65.00	
	<a href="#">750-7300-7068-0000</a>	CONTRACTUAL SERVICES	Pest control for city buildings		65.00	
3967	ARCHITERRA INC	04/21/2023	Virtual Payment	0.00	15,472.50	APA004391
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>	
<a href="#">30738</a>	Invoice	04/20/2023	Construction & Bid Documents	0.00	15,472.50	
	<a href="#">500-0000-8030-0000</a>	INFRASTRUCTURE IMPRO	Construction & Bid Documents		15,472.50	
4388	BABCOCK LABORATORIES, INC	04/21/2023	Virtual Payment	0.00	1,145.69	APA004392
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>	
<a href="#">CC32541-0033</a>	Invoice	04/20/2023	PROFESSIONAL SERVICES	0.00	579.05	
	<a href="#">700-4050-7068-0000</a>	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES		579.05	
<a href="#">CC32542-0033</a>	Invoice	04/20/2023	PROFESSIONAL SERVICES	0.00	566.64	
	<a href="#">700-4050-7068-0000</a>	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES		566.64	
1136	BEAUMONT POWER EQUIPMENT	04/21/2023	Virtual Payment	0.00	631.25	APA004393



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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		
<a href="#">2746</a>	Invoice <a href="#">100-6050-7090-5999</a>	04/20/2023	EQUIPMENT MAINTENANCE EQUIP SUPPLIES/MAINT - EQUIPMENT MAINTENANCE	0.00	631.25	
1152	BEN MONJE Payable Type Account Number	04/21/2023 Post Date	Virtual Payment Payable Description	0.00 Discount Amount	40.00 Payable Amount	APA004394
<a href="#">RCT R01292481</a>	Invoice <a href="#">100-0000-4591-0000</a>	04/20/2023	DEPOSIT REFUND PARKS RENTAL DEPOSIT REFUND	0.00	40.00	
4360	BLECKERT'S POWER SERVICES Payable Type Account Number	04/21/2023 Post Date	Virtual Payment Payable Description	0.00 Discount Amount	2,685.63 Payable Amount	APA004395
<a href="#">1145</a>	Invoice <a href="#">700-4051-7068-0000</a> <a href="#">700-4051-7068-0000</a>	04/20/2023	PROFESSIONAL SERVICES CONTRACTUAL SERVICES PROFESSIONAL SERVICES CONTRACTUAL SERVICES PROFESSIONAL SERVICES	0.00	2,685.63 1,000.00 1,685.63	
3602	BURRTEC WASTE GROUP, INC Payable Type Account Number	04/21/2023 Post Date	Virtual Payment Payable Description	0.00 Discount Amount	67,237.16 Payable Amount	APA004396
<a href="#">4042023-2</a>	Invoice <a href="#">700-4050-7068-0000</a>	04/20/2023	SLUDGE HAULING CONTRACTUAL SERVICES SLUDGE HAULING	0.00	67,237.16	
4906	CATHERINE ZARR Payable Type Account Number	04/21/2023 Post Date	Virtual Payment Payable Description	0.00 Discount Amount	40.00 Payable Amount	APA004397
<a href="#">RCT R01306028</a>	Invoice <a href="#">100-0000-4591-0000</a>	04/20/2023	DEPOSIT REFUND PARKS RENTAL DEPOSIT REFUND	0.00	40.00	
1242	CED Payable Type Account Number	04/21/2023 Post Date	Virtual Payment Payable Description	0.00 Discount Amount	296.18 Payable Amount	APA004398
<a href="#">0954-1017759</a>	Invoice <a href="#">100-6050-7070-5100</a>	04/20/2023	DEPT SUPPLIES SPEC DEPT EXP - FALLEN DEPT SUPPLIES	0.00	296.18	
1299	CLEAN TECH ENVIRONMENTAL Payable Type Account Number	04/21/2023 Post Date	Virtual Payment Payable Description	0.00 Discount Amount	423.55 Payable Amount	APA004399
<a href="#">755275</a>	Invoice <a href="#">750-7300-7037-0000</a>	04/20/2023	VEHICLE MAINTENANCE VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	423.55	
4588	CROSTOWN ELECTRICAL & DATA, INC Payable Type Account Number	04/21/2023 Post Date	Virtual Payment Payable Description	0.00 Discount Amount	2,652.28 Payable Amount	APA004400
<a href="#">4753-016</a>	Invoice <a href="#">100-3250-7068-0000</a>	04/20/2023	TRAFFIC SIGNAL MAINTENANCE CONTRACTUAL SERVICES TRAFFIC SIGNAL MAINTENANCE	0.00	2,652.28	
4389	CYNTHIA GAMACHE Payable Type Account Number	04/21/2023 Post Date	Virtual Payment Payable Description	0.00 Discount Amount	257.60 Payable Amount	APA004401
<a href="#">023</a>	Invoice <a href="#">100-1550-7040-0000</a>	04/20/2023	CHAIR YOGA CLASSES FOR MARCH 2023 RECREATION PROGRAMS CHAIR YOGA CLASSES FOR MAR	0.00	257.60	
4795	DAVID GOMEZ Payable Type Account Number	04/21/2023 Post Date	Virtual Payment Payable Description	0.00 Discount Amount	7.00 Payable Amount	APA004402
<a href="#">03</a>	Invoice <a href="#">100-1550-7040-0000</a>	04/20/2023	RESISTANCE TRAINING CLASSES FOR MAR RECREATION PROGRAMS RESISTANCE TRAINING CLASSES	0.00	7.00	
1398	DEPARTMENT OF ENVIORNMENTAL HEALTH Payable Type Account Number	04/21/2023 Post Date	Virtual Payment Payable Description	0.00 Discount Amount	763.00 Payable Amount	APA004403

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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		
<a href="#">IN0475037</a>	Invoice	04/20/2023	HEALTH PERMIT - COMMUNITY CENTER	0.00	763.00	
	<a href="#">100-1550-7053-0000</a>		PERMITS, FEES AND LICE		763.00	
1402	DEPARTMENT OF JUSTICE	04/21/2023	Virtual Payment	0.00	1,323.00	APA004404
<a href="#">645927</a>	Invoice	04/20/2023	Department of Justice - Livescan Fees	0.00	1,323.00	
	<a href="#">100-2050-7031-0000</a>		LIVE SCAN-FINGERPRINTI		1,323.00	
2937	DIAMOND ENVIRONMENTAL SERVICES LP	04/21/2023	Virtual Payment	0.00	141.98	APA004405
<a href="#">0004561749</a>	Invoice	04/20/2023	DEPT SUPPLIES	0.00	141.98	
	<a href="#">100-6050-7070-5500</a>		SPEC DEPT EXP - STEWAR		141.98	
1414	DIAMOND HILLS AUTO GROUP	04/21/2023	Virtual Payment	0.00	993.99	APA004406
<a href="#">3021301</a>	Invoice	04/20/2023	VEHICLE MAINTENANCE	0.00	19.20	
	<a href="#">750-7900-7037-0000</a>		VEHICLE MAINTENANCE		19.20	
<a href="#">3021301X1</a>	Invoice	04/20/2023	VEHICLE MAINTENANCE	0.00	974.79	
	<a href="#">750-7900-7037-0000</a>		VEHICLE MAINTENANCE		974.79	
4458	DIANA T BENHAR	04/21/2023	Virtual Payment	0.00	122.50	APA004407
<a href="#">018</a>	Invoice	04/20/2023	ZUMBA CLASSES FOR MARCH 2023	0.00	122.50	
	<a href="#">100-1550-7040-0000</a>		RECREATION PROGRAMS		122.50	
1445	DUDEK	04/21/2023	Virtual Payment	0.00	5,730.67	APA004408
<a href="#">202302054</a>	Invoice	04/20/2023	GROUNDWATER & SURFACE WATER MON	0.00	5,730.67	
	<a href="#">700-4050-7068-0000</a>		CONTRACTUAL SERVICES		5,730.67	
4604	DUKE'S ROOT CONTROL, INC	04/21/2023	Virtual Payment	0.00	19,436.41	APA004409
<a href="#">10817</a>	Invoice	04/20/2023	Root Control Services	0.00	19,436.41	
	<a href="#">700-4051-7068-0000</a>		CONTRACTUAL SERVICES		19,436.41	
4520	ERGOCENTRIC US, INC.	04/21/2023	Virtual Payment	0.00	3,981.60	APA004410
<a href="#">846531</a>	Invoice	04/20/2023	EQUIPMENT SUPPLIES	0.00	3,981.60	
	<a href="#">100-2050-7090-0000</a>		EQUIP SUPPLIES/MAINT		3,981.60	
1501	FAIRVIEW FORD	04/21/2023	Virtual Payment	0.00	70.55	APA004411
<a href="#">987456</a>	Invoice	04/20/2023	VEHICLE MAINTENANCE	0.00	70.55	
	<a href="#">750-7400-7037-0000</a>		VEHICLE MAINTENANCE		70.55	
4521	FIRE DISTRICTS ASSOCIATION OF CALIFORNIA E	04/21/2023	Virtual Payment	0.00	239,804.16	APA004412

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<a href="#">MAY 2023</a>	Invoice	04/21/2023	EMPLOYEE MEDICAL INSURANCE	0.00	239,804.16	
	<a href="#">100-0000-2200-0000</a>		HEALTH INSURANCE		239,804.16	
1533	FRONTIER COMMUNICATIONS	04/21/2023	Virtual Payment	0.00	1,406.74	APA004413
<a href="#">Payable #</a>	<a href="#">Payable Type</a>	<a href="#">Post Date</a>	<a href="#">Payable Description</a>	<a href="#">Discount Amount</a>	<a href="#">Payable Amount</a>	
	<a href="#">Account Number</a>	<a href="#">Account Name</a>	<a href="#">Item Description</a>	<a href="#">Distribution Amount</a>		
<a href="#">213-180-1992-06</a>	Invoice	04/20/2023	PHONE UTILITY	0.00	290.98	
	<a href="#">100-1230-7015-6045</a>		TELEPHONE (COMM CTR)		290.98	
<a href="#">951-769-5188-04</a>	Invoice	04/20/2023	PHONE UTILITY	0.00	471.29	
	<a href="#">100-1230-7015-6045</a>		TELEPHONE (COMM CTR)		471.29	
<a href="#">951-769-6032-08</a>	Invoice	04/20/2023	PHONE UTILITY	0.00	66.94	
	<a href="#">100-1230-7015-5400</a>		TELEPHONE - SPORTS PAR		66.94	
<a href="#">951-769-8533-09</a>	Invoice	04/20/2023	PHONE UTILITY	0.00	51.74	
	<a href="#">750-7300-7015-0000</a>		TELEPHONE		51.74	
<a href="#">951-769-8534-04</a>	Invoice	04/20/2023	PHONE UTILITY	0.00	399.03	
	<a href="#">700-4050-7015-0000</a>		TELEPHONE		399.03	
<a href="#">951-845-9839-09</a>	Invoice	04/20/2023	PHONE UTILITY	0.00	126.76	
	<a href="#">100-1230-7015-6041</a>		TELEPHONE (PD ANNEX)		126.76	
1553	GALLS INC.	04/21/2023	Virtual Payment	0.00	87.96	APA004414
<a href="#">Payable #</a>	<a href="#">Payable Type</a>	<a href="#">Post Date</a>	<a href="#">Payable Description</a>	<a href="#">Discount Amount</a>	<a href="#">Payable Amount</a>	
	<a href="#">Account Number</a>	<a href="#">Account Name</a>	<a href="#">Item Description</a>	<a href="#">Distribution Amount</a>		
<a href="#">BC1859726</a>	Invoice	04/20/2023	EMPLOYEE UNIFORMS	0.00	87.96	
	<a href="#">100-2050-7065-0000</a>		CITY UNIFORMS		87.96	
4825	GARDA CL WEST, INC	04/21/2023	Virtual Payment	0.00	335.23	APA004415
<a href="#">Payable #</a>	<a href="#">Payable Type</a>	<a href="#">Post Date</a>	<a href="#">Payable Description</a>	<a href="#">Discount Amount</a>	<a href="#">Payable Amount</a>	
	<a href="#">Account Number</a>	<a href="#">Account Name</a>	<a href="#">Item Description</a>	<a href="#">Distribution Amount</a>		
<a href="#">10734936</a>	Invoice	04/20/2023	BANKING SERVICES	0.00	335.23	
	<a href="#">100-1225-7051-0000</a>		BANKING FEES		335.23	
4781	GLADYS ORELLANA	04/21/2023	Virtual Payment	0.00	196.00	APA004416
<a href="#">Payable #</a>	<a href="#">Payable Type</a>	<a href="#">Post Date</a>	<a href="#">Payable Description</a>	<a href="#">Discount Amount</a>	<a href="#">Payable Amount</a>	
	<a href="#">Account Number</a>	<a href="#">Account Name</a>	<a href="#">Item Description</a>	<a href="#">Distribution Amount</a>		
<a href="#">03</a>	Invoice	04/20/2023	SPANISH IMMERSION CLASSES FOR MARC	0.00	196.00	
	<a href="#">100-1550-7040-0000</a>		RECREATION PROGRAMS		196.00	
1577	GOPHER PATROL	04/21/2023	Virtual Payment	0.00	2,700.00	APA004417
<a href="#">Payable #</a>	<a href="#">Payable Type</a>	<a href="#">Post Date</a>	<a href="#">Payable Description</a>	<a href="#">Discount Amount</a>	<a href="#">Payable Amount</a>	
	<a href="#">Account Number</a>	<a href="#">Account Name</a>	<a href="#">Item Description</a>	<a href="#">Distribution Amount</a>		
<a href="#">2244C</a>	Invoice	04/20/2023	Rodent control in city parks	0.00	2,700.00	
	<a href="#">100-6050-7068-0000</a>		CONTRACTUAL SERVICES		2,700.00	
4181	HASA, INC	04/21/2023	Virtual Payment	0.00	5,854.62	APA004418
<a href="#">Payable #</a>	<a href="#">Payable Type</a>	<a href="#">Post Date</a>	<a href="#">Payable Description</a>	<a href="#">Discount Amount</a>	<a href="#">Payable Amount</a>	
	<a href="#">Account Number</a>	<a href="#">Account Name</a>	<a href="#">Item Description</a>	<a href="#">Distribution Amount</a>		
<a href="#">877893</a>	Invoice	04/20/2023	CHEMICALS	0.00	5,854.62	
	<a href="#">700-4050-7070-0000</a>		SPECIAL DEPT SUPPLIES		5,854.62	
3515	HD SUPPLY, INC	04/21/2023	Virtual Payment	0.00	1,543.02	APA004419
<a href="#">Payable #</a>	<a href="#">Payable Type</a>	<a href="#">Post Date</a>	<a href="#">Payable Description</a>	<a href="#">Discount Amount</a>	<a href="#">Payable Amount</a>	
	<a href="#">Account Number</a>	<a href="#">Account Name</a>	<a href="#">Item Description</a>	<a href="#">Distribution Amount</a>		
<a href="#">297001</a>	Invoice	04/20/2023	WWTP DEPT SUPPLIES	0.00	451.38	
	<a href="#">700-4050-7070-0000</a>		SPECIAL DEPT SUPPLIES		451.38	
<a href="#">308562</a>	Invoice	04/20/2023	WWTP DEPT SUPPLIES	0.00	131.23	
	<a href="#">700-4050-7070-0000</a>		SPECIAL DEPT SUPPLIES		131.23	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<a href="#">308869</a>	Invoice	04/20/2023	WWTP DEPT SUPPLIES	0.00	369.82	
	<a href="#">700-4050-7070-0000</a>		SPECIAL DEPT SUPPLIES		369.82	
<a href="#">310391</a>	Invoice	04/20/2023	WWTP DEPT SUPPLIES	0.00	590.59	
	<a href="#">700-4050-7070-0000</a>		SPECIAL DEPT SUPPLIES		590.59	
1622	HI-WAY SAFETY INC	04/21/2023	Virtual Payment	0.00	432.64	APA004420
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">140514</a>	Invoice	04/20/2023	RECYCLE LOGOS	0.00	432.64	
	<a href="#">240-2370-7080-0000</a>		CAL-RECYCLE COSTS		432.64	
1637	HOUSTON & HARRIS PCS, INC	04/21/2023	Virtual Payment	0.00	290.00	APA004421
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">23-25175</a>	Invoice	04/20/2023	EMERGENCY SERVICES	0.00	290.00	
	<a href="#">700-4051-7068-0000</a>		CONTRACTUAL SERVICES		290.00	
3221	HUBER TECHNOLOGY, INC	04/21/2023	Virtual Payment	0.00	6,387.41	APA004422
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">CD10024295</a>	Invoice	04/20/2023	DEPT SUPPLIES	0.00	6,387.41	
	<a href="#">700-4050-7070-0000</a>		SPECIAL DEPT SUPPLIES		6,387.41	
4452	JULIA STOCKMAN	04/21/2023	Virtual Payment	0.00	560.00	APA004423
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">016</a>	Invoice	04/20/2023	BALLET CLASSES FOR MARCH 2023	0.00	560.00	
	<a href="#">100-1550-7040-0000</a>		RECREATION PROGRAMS		560.00	
4910	KATHLEEN COLLINS	04/21/2023	Virtual Payment	0.00	30.00	APA004424
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">RCT R01302073</a>	Invoice	04/20/2023	REFUND FOR EASTER BUNNY VISIT	0.00	30.00	
	<a href="#">100-1550-7040-0000</a>		RECREATION PROGRAMS		30.00	
4908	LUWANA SAUBEL	04/21/2023	Virtual Payment	0.00	40.00	APA004425
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">RCT R01302427</a>	Invoice	04/20/2023	DEPOSIT REFUND	0.00	40.00	
	<a href="#">100-0000-4591-0000</a>		PARKS RENTAL		40.00	
1901	MANNING & KASS, ELLROD, RAMIREZ	04/21/2023	Virtual Payment	0.00	2,037.50	APA004426
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">770067</a>	Invoice	04/20/2023	LEGAL SERVICES	0.00	1,167.00	
	<a href="#">100-1300-7068-000B</a>		CONTRACTUAL SERVICES		1,167.00	
<a href="#">770068</a>	Invoice	04/20/2023	LEGAL SERVICES	0.00	106.00	
	<a href="#">100-1300-7068-000B</a>		CONTRACTUAL SERVICES		106.00	
<a href="#">770069</a>	Invoice	04/20/2023	LEGAL SERVICES	0.00	424.00	
	<a href="#">100-1300-7068-000B</a>		CONTRACTUAL SERVICES		424.00	
<a href="#">770070</a>	Invoice	04/20/2023	LEGAL SERVICES	0.00	340.50	
	<a href="#">100-1300-7068-000B</a>		CONTRACTUAL SERVICES		340.50	
1916	MARK THOMAS & COMPANY, INC	04/21/2023	Virtual Payment	0.00	1,106.09	APA004427
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">46679</a>	Invoice	04/20/2023	REVISED TRAFFIC ANALYSIS FOR POTRERO	0.00	1,106.09	
	<a href="#">500-0000-7068-0000</a>		CONTRACTUAL SERVICE		1,106.09	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4830	MOORE CREW HAULING LLC	04/21/2023	Virtual Payment	0.00	375.00	APA004428
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">000012</a>	Invoice	04/20/2023	PROFESSIONAL SERVICES	0.00	375.00	
<a href="#">100-6050-7068-0000</a>	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES			375.00	
1984	NAPA AUTO PARTS	04/21/2023	Virtual Payment	0.00	193.78	APA004429
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">196229</a>	Invoice	04/20/2023	VEHICLE MAINTENANCE	0.00	45.78	
<a href="#">100-6050-7037-0000</a>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE			45.78	
<a href="#">196237</a>	Invoice	04/20/2023	VEHICLE MAINTENANCE	0.00	86.60	
<a href="#">100-6050-7037-0000</a>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE			86.60	
<a href="#">196674</a>	Credit Memo	04/20/2023	VEHICLE MAINTENANCE	0.00	-155.16	
<a href="#">750-8200-7037-0000</a>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE			-155.16	
<a href="#">196964</a>	Invoice	04/20/2023	VEHICLE MAINTENANCE	0.00	11.46	
<a href="#">750-7400-7037-0000</a>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE			11.46	
<a href="#">196972</a>	Invoice	04/20/2023	VEHICLE MAINTENANCE	0.00	205.10	
<a href="#">750-7300-7037-0000</a>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE			205.10	
2009	O'REILLY AUTO PARTS	04/21/2023	Virtual Payment	0.00	1,318.00	APA004430
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">2678-102861</a>	Invoice	04/20/2023	VEHICLE MAINTENANCE	0.00	33.71	
<a href="#">100-6050-7037-0000</a>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE			33.71	
<a href="#">2678-102899</a>	Invoice	04/20/2023	VEHICLE MAINTENANCE	0.00	59.98	
<a href="#">700-4051-7037-0000</a>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE			59.98	
<a href="#">2678-102943</a>	Invoice	04/20/2023	VEHICLE MAINTENANCE	0.00	178.84	
<a href="#">700-4051-7037-0000</a>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE			178.84	
<a href="#">2678-103199</a>	Invoice	04/20/2023	VEHICLE MAINTENANCE	0.00	193.39	
<a href="#">100-6050-7037-0000</a>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE			193.39	
<a href="#">2678-103242</a>	Invoice	04/20/2023	VEHICLE MAINTENANCE	0.00	36.48	
<a href="#">100-2150-7037-0000</a>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE			36.48	
<a href="#">2678-103258</a>	Invoice	04/20/2023	VEHICLE MAINTENANCE	0.00	7.76	
<a href="#">100-2050-7037-0000</a>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE			7.76	
<a href="#">2678-104041</a>	Invoice	04/20/2023	VEHICLE MAINTENANCE	0.00	92.71	
<a href="#">100-6050-7037-0000</a>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE			92.71	
<a href="#">2678-104070</a>	Invoice	04/20/2023	VEHICLE MAINTENANCE	0.00	66.19	
<a href="#">750-7600-7037-0000</a>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE			66.19	
<a href="#">2678-104111</a>	Credit Memo	04/20/2023	VEHICLE MAINTENANCE	0.00	-55.10	
<a href="#">100-6050-7037-0000</a>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE			-55.10	
<a href="#">2678-104251</a>	Invoice	04/20/2023	VEHICLE MAINTENANCE	0.00	53.82	
<a href="#">750-7300-7037-0000</a>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE			53.82	
<a href="#">2678-104444</a>	Invoice	04/20/2023	VEHICLE MAINTENANCE	0.00	186.27	
<a href="#">100-2050-7037-0000</a>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE			186.27	
<a href="#">2678-104701</a>	Invoice	04/20/2023	VEHICLE MAINTENANCE	0.00	122.92	
<a href="#">750-7900-7037-0000</a>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE			122.92	
<a href="#">2678-104721</a>	Invoice	04/20/2023	VEHICLE MAINTENANCE	0.00	28.00	
<a href="#">750-7300-7037-0000</a>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE			28.00	
<a href="#">2678-104915</a>	Invoice	04/20/2023	VEHICLE MAINTENANCE	0.00	68.94	
<a href="#">750-7900-7037-0000</a>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE			68.94	
<a href="#">2678-104917</a>	Invoice	04/20/2023	VEHICLE MAINTENANCE	0.00	146.63	
<a href="#">750-7900-7037-0000</a>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE			146.63	
<a href="#">2678-104934</a>	Invoice	04/20/2023	VEHICLE MAINTENANCE	0.00	56.01	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<a href="#">750-7300-7037-0000</a>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		56.01	
<a href="#">2678-104984</a>	Invoice	04/20/2023	VEHICLE MAINTENANCE	0.00	41.45	
	<a href="#">750-7400-7037-0000</a>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		41.45	
4170	PACIFIC STAR CHEMICAL, LLC	04/21/2023	Virtual Payment	0.00	14,383.90	APA004431
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">249786</a>	Invoice	04/20/2023	CHEMICAL SUPPLIES FOR WWTP	0.00	3,421.49	
	<a href="#">700-4050-7070-0000</a>		SPECIAL DEPT SUPPLIES		3,421.49	
<a href="#">249789</a>	Invoice	04/20/2023	CHEMICAL SUPPLIES FOR WWTP	0.00	10,962.41	
	<a href="#">700-4050-7070-0000</a>		SPECIAL DEPT SUPPLIES		10,962.41	
2039	PARKHOUSE TIRE, INC.	04/21/2023	Virtual Payment	0.00	470.99	APA004432
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">2010844118</a>	Invoice	04/20/2023	EQUIPMENT MAINTENANCE	0.00	105.70	
	<a href="#">100-6050-7090-0000</a>		EQUIP SUPPLIES/MAINT		105.70	
<a href="#">2010845151</a>	Invoice	04/20/2023	VEHICLE MAINTENANCE	0.00	78.00	
	<a href="#">750-7300-7037-0000</a>		VEHICLE MAINTENANCE		78.00	
<a href="#">2010845646</a>	Invoice	04/20/2023	VEHICLE MAINTENANCE	0.00	287.29	
	<a href="#">100-2150-7037-0000</a>		VEHICLE MAINTENANCE		287.29	
2871	PARTS AUTHORITY METRO LLC	04/21/2023	Virtual Payment	0.00	57.49	APA004433
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">091-302577</a>	Invoice	04/20/2023	VEHICLE MAINTENANCE	0.00	57.49	
	<a href="#">750-7600-7037-0000</a>		VEHICLE MAINTENANCE		57.49	
2065	PITNEY BOWES INC-CTR	04/21/2023	Virtual Payment	0.00	86.57	APA004434
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">1022842421</a>	Invoice	04/20/2023	OFFICE SUPPLIES	0.00	86.57	
	<a href="#">100-2050-7025-0000</a>		OFFICE SUPPLIES		86.57	
4561	PLACER LABS, INC	04/21/2023	Virtual Payment	0.00	15,750.00	APA004435
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">11.9158</a>	Invoice	04/20/2023	Placer Labs Platform Access; 04/07/2023-	0.00	15,750.00	
	<a href="#">100-1235-7068-0000</a>		CONTRACTUAL SERVICES		15,750.00	
3642	PLACEWORKS, INC	04/21/2023	Virtual Payment	0.00	6,265.00	APA004436
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">81540</a>	Invoice	04/20/2023	Orchard Logistics ENV2022-0018 CEQA Re	0.00	800.00	
	<a href="#">100-0000-2500-0000</a>		HELD ON DEPOSIT-PLANN		800.00	
<a href="#">81541</a>	Invoice	04/20/2023	CEQA Peer Review Walmart Fuel ENV202	0.00	260.00	
	<a href="#">100-1350-7068-0000</a>		CONTRACTUAL SERVICES		260.00	
<a href="#">81542</a>	Invoice	04/20/2023	Legacy Highlands EIR peer view ENV2023-	0.00	5,205.00	
	<a href="#">100-1350-7068-0000</a>		CONTRACTUAL SERVICES		5,205.00	
4054	PLUMB LINE SURVEYING, INC	04/21/2023	Virtual Payment	0.00	650.00	APA004437
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">25823002</a>	Invoice	04/20/2023	PROFESSIONAL SERVICES	0.00	650.00	
	<a href="#">700-4050-7068-0000</a>		CONTRACTUAL SERVICES		650.00	
2072	POLYDYNE, INC.	04/21/2023	Virtual Payment	0.00	16,929.42	APA004438

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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		
<a href="#">1726979</a>	Invoice	04/20/2023	CHEMICALS & SUPPLIES	0.00	16,929.42	
	<a href="#">700-4050-7070-0000</a>		SPECIAL DEPT SUPPLIES		16,929.42	
2079	PRO-PIPE & SUPPLY	04/21/2023	Virtual Payment	0.00	62.80	APA004439
<a href="#">021508</a>	Invoice	04/20/2023	DEPT SUPPLIES	0.00	62.80	
	<a href="#">100-6050-7070-5800</a>		SPECIAL DEPT SUPPLIES -		62.80	
3652	PRUDENTIAL OVERALL SUPPLY	04/21/2023	Virtual Payment	0.00	838.06	APA004440
<a href="#">23468741</a>	Invoice	04/20/2023	WW - Prudential Uniforms	0.00	78.88	
	<a href="#">700-4050-7065-0000</a>		UNIFORMS		78.88	
<a href="#">23471916</a>	Invoice	04/20/2023	Uniform Rental and Cleaning	0.00	142.86	
	<a href="#">750-7100-7065-0000</a>		UNIFORMS		6.42	
	<a href="#">750-7400-7065-0000</a>		UNIFORMS		45.72	
	<a href="#">750-7600-7065-0000</a>		UNIFORMS		74.29	
	<a href="#">750-7800-7065-0000</a>		UNIFORMS		2.14	
	<a href="#">750-7900-7065-0000</a>		UNIFORMS		8.57	
	<a href="#">750-8200-7065-0000</a>		UNIFORMS		2.86	
	<a href="#">750-8300-7065-0000</a>		UNIFORMS		2.86	
<a href="#">23471924</a>	Invoice	04/20/2023	Uniform Rental and Cleaning	0.00	54.91	
	<a href="#">750-7300-7065-0000</a>		UNIFORMS		54.91	
<a href="#">23471928</a>	Invoice	04/20/2023	Building/Grounds uniforms	0.00	102.52	
	<a href="#">100-6050-7065-0000</a>		CITY UNIFORMS		102.52	
<a href="#">23471929</a>	Invoice	04/20/2023	WW - Prudential Uniforms	0.00	79.50	
	<a href="#">700-4050-7065-0000</a>		UNIFORMS		79.50	
<a href="#">23474949</a>	Invoice	04/20/2023	Uniform Rental and Cleaning	0.00	139.00	
	<a href="#">750-7100-7065-0000</a>		UNIFORMS		6.25	
	<a href="#">750-7400-7065-0000</a>		UNIFORMS		44.48	
	<a href="#">750-7600-7065-0000</a>		UNIFORMS		72.28	
	<a href="#">750-7800-7065-0000</a>		UNIFORMS		2.09	
	<a href="#">750-7900-7065-0000</a>		UNIFORMS		8.34	
	<a href="#">750-8200-7065-0000</a>		UNIFORMS		2.78	
	<a href="#">750-8300-7065-0000</a>		UNIFORMS		2.78	
<a href="#">23474958</a>	Invoice	04/20/2023	Uniform Rental and Cleaning	0.00	54.91	
	<a href="#">750-7300-7065-0000</a>		UNIFORMS		54.91	
<a href="#">23474962</a>	Invoice	04/20/2023	Building/Grounds uniforms	0.00	104.58	
	<a href="#">100-6050-7065-0000</a>		CITY UNIFORMS		104.58	
<a href="#">23474963</a>	Invoice	04/20/2023	WW - Prudential Uniforms	0.00	80.90	
	<a href="#">700-4050-7065-0000</a>		UNIFORMS		80.90	
2091	PURCHASE POWER-1183	04/21/2023	Virtual Payment	0.00	237.88	APA004441
<a href="#">8000-9000-0779-</a>	Invoice	04/20/2023	POSTAGE	0.00	237.88	
	<a href="#">100-2050-7025-0000</a>		OFFICE SUPPLIES		237.88	
2104	RAMONA HUMANE SOCIETY INC	04/21/2023	Virtual Payment	0.00	4,412.80	APA004442
<a href="#">COB03312 03/31</a>	Invoice	04/20/2023	Ramona Humane Society Sheltering Servi	0.00	4,412.80	
	<a href="#">100-2000-7068-0000</a>		CONTRACTUAL SERVICES		4,412.80	
4909	REBECCA WALTERS	04/21/2023	Virtual Payment	0.00	40.00	APA004443

Check Report

Date Range: 04/14/2023 - 04/24/2023

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		
4324	Recdesk Software	04/21/2023	Virtual Payment	0.00	3,600.00	APA004444
<a href="#">RCT R01302346</a>	Invoice	04/20/2023	DEPOSIT REFUND	0.00	40.00	
	<a href="#">100-0000-4591-0000</a>		PARKS RENTAL		40.00	
<a href="#">INV-13274</a>	Invoice	04/20/2023	SOFTWARE - SUBSCRIPTION 03/01/23-02/	0.00	3,600.00	
	<a href="#">100-1550-7071-0000</a>		SOFTWARE		3,600.00	
4907	RICHARD OCAMPO	04/21/2023	Virtual Payment	0.00	545.00	APA004445
<a href="#">RCT R01297863</a>	Invoice	04/20/2023	DEPOSIT REFUND	0.00	545.00	
	<a href="#">100-0000-4590-0000</a>		BUILDING RENTAL		545.00	
2623	RIVERSIDE UNIVERSITY HEALTH SYSTEM MEDIC	04/21/2023	Virtual Payment	0.00	800.00	APA004446
<a href="#">2303B-2700</a>	Invoice	04/20/2023	PROFESSIONAL SERVICES	0.00	800.00	
	<a href="#">100-2050-7068-0000</a>		CONTRACTUAL SERVICES		800.00	
4805	ROBERT BARAJAS	04/21/2023	Virtual Payment	0.00	423.50	APA004447
<a href="#">05</a>	Invoice	04/20/2023	RED DRAGON KARATE CLASSES FOR MAR	0.00	423.50	
	<a href="#">100-1550-7040-0000</a>		RECREATION PROGRAMS		423.50	
4905	ROXANA TOPETE	04/21/2023	Virtual Payment	0.00	40.00	APA004448
<a href="#">RCT R01306588</a>	Invoice	04/20/2023	DEPOSIT REFUND	0.00	40.00	
	<a href="#">100-0000-4591-0000</a>		PARKS RENTAL		40.00	
2234	SAN BERNARDINO COUNTY SHERIFF'S DEPARTI	04/21/2023	Virtual Payment	0.00	15,660.00	APA004449
<a href="#">RNG-23-004</a>	Invoice	04/20/2023	San Bernardino County Sheriff Trimester T	0.00	15,660.00	
	<a href="#">100-2050-7066-0000</a>		TRAVEL, EDUCATION, TRA		15,660.00	
			San Bernardino County Sheriff T			
4115	SAN BERNARDINO VALLEY MUNICIPAL WATER	04/21/2023	Virtual Payment	0.00	22,285.24	APA004450
<a href="#">4067</a>	Invoice	04/20/2023	O&M CHARGE AND PER GALLON DISCHAR	0.00	22,285.24	
	<a href="#">700-4050-7089-0000</a>		BRINE LINE MAINTENANC		22,285.24	
			O&M CHARGE AND PER GALLO			
2026	SECURITY SIGNAL DEVICES, INC	04/21/2023	Virtual Payment	0.00	358.00	APA004451
<a href="#">S-01095949</a>	Invoice	04/20/2023	SECURITY SERVICES	0.00	358.00	
	<a href="#">100-1550-7087-0000</a>		SECURITY SERVICES		358.00	
4421	SGH ARCHITECTS	04/21/2023	Virtual Payment	0.00	5,800.00	APA004452
<a href="#">3395</a>	Invoice	04/20/2023	ISFB-02 SPRINKLER SYSTEM - ARCHITECTU	0.00	2,250.00	
	<a href="#">500-0000-8014-0000</a>		BUILDING IMPROVEMEN		2,250.00	
<a href="#">3397</a>	Invoice	04/20/2023	ISFB-04 CITY HALL HVAC - ARCHITECTURA	0.00	1,400.00	
	<a href="#">500-0000-8014-0000</a>		BUILDING IMPROVEMEN		1,400.00	
			ISFB-04 CITY HALL HVAC - ARCHI			



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Date Range: 04/14/2023 - 04/24/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<a href="#">3398</a>	Invoice <a href="#">500-0000-8014-0000</a>	04/20/2023	ISFB-01 CITY HALL ROOF - ARCHITECTURA BUILDING IMPROVEMEN	0.00	1,005.00	
<a href="#">3399</a>	Invoice <a href="#">500-0000-8014-0000</a>	04/20/2023	ISFB-03 CITY HALL BATHROOM - ARCHITE BUILDING IMPROVEMEN	0.00	975.00	
<a href="#">3400</a>	Invoice <a href="#">500-0000-8014-0000</a>	04/20/2023	ISFB-09 BUILDING B WINDOWS - ARCHITE BUILDING IMPROVEMEN	0.00	170.00	
4680	SHAK ENTERPRISES, INC	04/21/2023	Virtual Payment	0.00	272.87	APA004453
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">423089</a>	Invoice <a href="#">100-2050-7037-0000</a>	04/20/2023	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	272.87	
2289	SIMPLIFILE	04/21/2023	Virtual Payment	0.00	883.00	APA004454
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">15005488825</a>	Invoice <a href="#">100-2030-7068-0000</a> <a href="#">700-4050-7068-0000</a>	04/20/2023	PROFESSIONAL SERVICES CONTRACTUAL SERVICES CONTRACTUAL SERVICES	0.00	883.00	
2365	SUN BADGE CO.	04/21/2023	Virtual Payment	0.00	1,242.16	APA004455
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">412397</a>	Invoice <a href="#">100-2050-7065-0000</a>	04/20/2023	EMPLOYEE UNIFORMS CITY UNIFORMS	0.00	1,242.16	
4822	TECHNICAL SYSTEMS, INC	04/21/2023	Virtual Payment	0.00	2,790.00	APA004456
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">8178-002</a>	Invoice <a href="#">700-4050-7068-0000</a>	04/20/2023	Annual Calibration & Maintenance CONTRACTUAL SERVICES	0.00	2,790.00	
4911	TERESA PEREZ	04/21/2023	Virtual Payment	0.00	645.56	APA004457
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">RCT R01304305</a>	Invoice <a href="#">100-0000-2525-0000</a>	04/20/2023	DEPOSIT REFUND HELD ON DEPOSIT-PUBLI	0.00	645.56	
4518	THE CONVERSE PROFESSIONAL GROUP	04/21/2023	Virtual Payment	0.00	2,991.50	APA004458
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">22-81318-30-01</a>	Invoice <a href="#">500-0000-8030-0000</a>	04/20/2023	Geotechnical Services for Penn Widening INFRASTRUCTURE IMPRO	0.00	2,991.50	
2405	THE COUNSELING TEAM	04/21/2023	Virtual Payment	0.00	2,000.00	APA004459
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">85170</a>	Invoice <a href="#">100-1240-7068-0000</a>	04/20/2023	EMPLOYEE SUPPORT SERVICES CONTRACTUAL SERVICES	0.00	1,000.00	
<a href="#">85469</a>	Invoice <a href="#">100-1240-7068-0000</a>	04/20/2023	EMPLOYEE SUPPORT SERVICES CONTRACTUAL SERVICES	0.00	1,000.00	
2407	THE GAS COMPANY	04/21/2023	Virtual Payment	0.00	3,856.38	APA004460
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">09712228007 05/</a>	Invoice <a href="#">100-6000-7010-6025</a>	04/20/2023	GAS UTILITY UTILITIES - CITY HALL	0.00	2,533.89	
<a href="#">10552230004 04/</a>	Invoice <a href="#">750-7300-7010-0000</a>	04/20/2023	GAS UTILITY UTILITIES	0.00	524.13	

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Date Range: 04/14/2023 - 04/24/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<a href="#">13912227587 05/</a>	Invoice	04/20/2023	GAS UTILITY	0.00	231.64	
	<a href="#">100-6000-7010-6026</a>		UTILITIES - CITY HALL BLD		231.64	
<a href="#">15382227021 05/</a>	Invoice	04/20/2023	GAS UTILITY	0.00	350.64	
	<a href="#">750-7000-7010-0000</a>		UTILITIES		350.64	
<a href="#">15592230625 04/</a>	Invoice	04/20/2023	GAS UTILITY	0.00	20.20	
	<a href="#">100-6000-7010-6070</a>		UTILITIES - 500 GRACE AV		20.20	
<a href="#">19782338008 05/</a>	Invoice	04/20/2023	GAS UTILITY	0.00	195.88	
	<a href="#">100-6000-7010-6055</a>		UTILITIES - FIRE STATION		195.88	
2419	THE RECORD GAZETTE	04/21/2023	Virtual Payment	0.00	374.30	APA004461
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">01295259</a>	Invoice	04/20/2023	ADVERTISING	0.00	374.30	
	<a href="#">100-1550-7020-0000</a>		ADVERTISING		374.30	
3751	TOM PONTON INDUSTRIES, INC.	04/21/2023	Virtual Payment	0.00	6,983.02	APA004462
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">26071-49661</a>	Invoice	04/20/2023	DEPT SUPPLIES	0.00	6,983.02	
	<a href="#">700-4050-7070-0000</a>		SPECIAL DEPT SUPPLIES		6,983.02	
2455	TURBOSCAPE, INC.	04/21/2023	Virtual Payment	0.00	3,570.00	APA004463
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">13148</a>	Invoice	04/20/2023	Mulch for parks and parkways in the city	0.00	3,570.00	
	<a href="#">100-6050-7070-0000</a>		SPECIAL DEPT SUPPLIES		3,570.00	
2457	TYLER WORKS - TECHNOLOGIES	04/21/2023	Virtual Payment	0.00	13,465.00	APA004464
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">025-417446</a>	Invoice	04/20/2023	UTILITY BILLING	0.00	13,465.00	
	<a href="#">700-4050-7068-0000</a>		CONTRACTUAL SERVICES		13,465.00	
2461	UNDERGROUND SERVICE ALERT	04/21/2023	Virtual Payment	0.00	201.38	APA004465
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">22-2303255</a>	Invoice	04/20/2023	DIG ALERT - SEWER	0.00	53.13	
	<a href="#">700-4050-7068-0000</a>		CONTRACTUAL SERVICES		53.13	
<a href="#">320230052</a>	Invoice	04/20/2023	DIG ALERT - SEWER	0.00	148.25	
	<a href="#">700-4050-7068-0000</a>		CONTRACTUAL SERVICES		148.25	
2490	VERIZON BUSINESS SERVICE	04/21/2023	Virtual Payment	0.00	5,395.04	APA004466
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">72520096</a>	Invoice	04/20/2023	PHONE UTILITY	0.00	3,180.82	
	<a href="#">100-1230-7015-6040</a>		TELEPHONE (POLICE DPT)		3,180.82	
<a href="#">Z8817795</a>	Invoice	04/20/2023	PHONE UTILITY	0.00	1,118.75	
	<a href="#">100-1230-7015-6040</a>		TELEPHONE (POLICE DPT)		1,118.75	
<a href="#">Z8817860</a>	Invoice	04/20/2023	PHONE UTILITY	0.00	1,095.47	
	<a href="#">700-4050-7015-0000</a>		TELEPHONE		1,095.47	
4511	VISTA PAINT CORPORATION	04/21/2023	Virtual Payment	0.00	183.61	APA004467
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">2023-930612-00</a>	Invoice	04/20/2023	DEPT SUPPLIES	0.00	183.61	
	<a href="#">700-4050-7070-0000</a>		SPECIAL DEPT SUPPLIES		183.61	
2516	VOHNE LICHE KENNELS INC	04/21/2023	Virtual Payment	0.00	18,202.50	APA004468

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Date Range: 04/14/2023 - 04/24/2023

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		
<a href="#">18731</a>	Invoice	04/20/2023	Dual Purpose Narcotic Detector Dog	0.00	17,852.50	
	<a href="#">240-2080-7096-0000</a>		PROGRAM COSTS - K9		6,000.00	
	<a href="#">240-2080-7096-0000</a>		PROGRAM COSTS - K9		11,852.50	
<a href="#">18739</a>	Invoice	04/20/2023	K9 TRAINING	0.00	350.00	
	<a href="#">100-2080-7066-0000</a>		TRAVEL, EDUCATION, TRA		350.00	
3422	WAXIE SANITARY SUPPLY	04/21/2023	Virtual Payment	0.00	3,854.29	APA004469
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<a href="#">81616174</a>	Invoice	04/20/2023	BUILDING SUPPLIES	0.00	603.43	
	<a href="#">100-6000-7085-6045</a>		BLDG MAINT- COMMUNI		603.43	
<a href="#">81616178</a>	Invoice	04/20/2023	DEPT SUPPLIES	0.00	610.53	
	<a href="#">100-6050-7070-5999</a>		SPEC DEPT EXP - ALL PAR		610.53	
<a href="#">81616181</a>	Invoice	04/20/2023	BUILDING SUPPLIES	0.00	865.30	
	<a href="#">100-6000-7085-6025</a>		BLDG MAINT - CITY HALL		865.30	
<a href="#">81634751</a>	Invoice	04/20/2023	BUILDING SUPPLIES	0.00	1,599.59	
	<a href="#">100-6000-7085-6032</a>		BLDG MAINT- CITY HALL B		159.96	
	<a href="#">100-6000-7085-6040</a>		BLDG MAINT - POLICE DE		1,279.67	
	<a href="#">100-6000-7085-6041</a>		BLDG MAINT - POLICE AN		159.96	
<a href="#">81634765</a>	Invoice	04/20/2023	BUILDING SUPPLIES	0.00	175.44	
	<a href="#">750-7000-7085-0000</a>		BUILDING SUPPLIES/MAI		175.44	
3908	WEST COAST ARBORISTS, INC	04/21/2023	Virtual Payment	0.00	4,642.65	APA004470
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<a href="#">197914</a>	Invoice	04/20/2023	Tree service and maintenance within the	0.00	4,642.65	
	<a href="#">100-6050-7157-0000</a>		TREE TRIMMING		4,642.65	
2629	WEST COAST TURF	04/21/2023	Virtual Payment	0.00	235.00	APA004471
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<a href="#">INV068453</a>	Invoice	04/20/2023	DEPT SUPPLIES	0.00	235.00	
	<a href="#">700-4050-7070-0000</a>		SPECIAL DEPT SUPPLIES		235.00	
2546	WILLDAN ENGINEERING	04/21/2023	Virtual Payment	0.00	2,610.00	APA004472
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<a href="#">002-28460</a>	Invoice	04/20/2023	Contract Inspection Services	0.00	2,610.00	
	<a href="#">100-2150-7067-0000</a>		INSPECTIONS		2,610.00	

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Date Range: 04/14/2023 - 04/24/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4813	RIVERSIDE COUNTY DPSS CHILDREN'S SERVICES	04/14/2023	Bank Draft	0.00	500.00	DFT0004519
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<a href="#">RCT R01288315 C</a>	Invoice	04/14/2023	REFUND MADE TO CREDIT CARD USED TO	0.00	500.00	
	<a href="#">100-0000-4590-0000</a>		BUILDING RENTAL		500.00	
Account Number	Account Name	Item Description	Distribution Amount			
		REFUND MADE TO CREDIT CAR				

Bank Code AP BANK WF Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	12	11	0.00	113,929.79
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	1	1	0.00	500.00
EFT's	0	0	0.00	0.00
Virtual Payments	166	85	0.00	593,506.40
	<b>179</b>	<b>98</b>	<b>0.00</b>	<b>707,936.19</b>



## CITY COUNCIL WORKSHOP MINUTES

April 10, 2023  
Special Meeting: 4:00 PM  
550 E. Sixth Street, Beaumont, CA

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### WORKSHOP SESSION

#### A. CALL TO ORDER at 4:04 p.m.

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

Pledge of Allegiance  
Invocation  
Adjustments to the Agenda  
Conflict of Interest Disclosure

#### B. PUBLIC COMMENT PERIOD

**No comments.**

#### C. ACTION ITEMS

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

##### C.1 City of Beaumont Sewer Rate Study Workshop

Review results of sewer rate study and preliminary proposed rates and provide direction to staff.

**Presentation given by John Wright of Rafetelis.**

**Jerry** - Representative of Perricone Juices asked when the effective date would be of the new rates.

Direction to staff to seek additional analysis on specific line items and models.

**D. ADJOURNMENT at 5:56 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 April 18, 2023, at 6:00 p.m. unless otherwise posted.



## CITY COUNCIL WORKSHOP MINUTES

April 18, 2023  
Special Meeting: 4:30 PM  
550 E. Sixth Street, Beaumont, CA

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### WORKSHOP SESSION

#### A. CALL TO ORDER at 4:35 p.m.

**Present:** Mayor Martinez, Mayor Pro Tem Fenn, Council Member Lara, Council Member Voigt

**Absent:** Council Member White

Pledge of Allegiance  
Invocation  
Adjustments to the Agenda  
Conflict of Interest Disclosure

#### B. PUBLIC COMMENT PERIOD

No comments

#### C. ACTION ITEMS

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

##### C.1 FY 2024 City Wide Budget

First initial review of the proposed FY 2023-2024 City Wide Budget.

**Consensus to continue this presentation and discussion to a future meeting due to the time restriction.**

**D. ADJOURNMENT at 6:20 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 April 18, 2023, at 6:00 p.m. unless otherwise posted.





## CITY COUNCIL REGULAR SESSION MINUTES

April 18, 2023

Closed Session: 5:00 PM Regular Meeting: 6:00 PM  
550 E. Sixth Street, Beaumont, CA

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### REGULAR SESSION

#### A. CALL TO ORDER at 6:33 pm

**Present:** Mayor Martinez, Mayor Pro Tem Fenn, Council Member Lara, Council Member Voigt

**Absent:** Council Member White

Pledge of Allegiance

Invocation

Adjustments to the Agenda

Conflict of Interest Disclosure

#### B. ANNOUNCEMENTS / RECOGNITION / PROCLAMATIONS / CORRESPONDENCE

World Wish Day Proclamation

#### C. PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)

**M. Mejia** - *Property owner on Yarrow Lane that has been experiencing a flooding issue on her property from the neighboring streets.*

**D. 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.*

D.1 Ratification of Warrants

**Ratify Warrants dated:**

**March 30, 2023**

**April 6, 2023**

D.2 Approval of Minutes

**Approve Minutes dated April 4, 2023.**

D.3 Approval to Increase Purchase Order 22/231299 to H2O Innovation USA, Inc. in the amount of \$40,000 for Reverse Osmosis Chemicals

Increase H2O Innovation approved spending by \$40,000.

**Increase Purchase Order 22/231299 by \$40,000 to H2O Innovations for a total purchase order amount of \$64,900 allocated to 700-4050-7070-0000.**

D.4 Second Reading to Adopt an Ordinance Amending Chapter 3.01 of the Beaumont Municipal Code – Specific Provisions for Bidding, Contracting and Purchases

Adoption of an ordinance amending Beaumont Municipal Code Chapter 3.01

**Waive the second full reading and adopt by title only, “An Ordinance of the City Council of the City of Beaumont, California amending Chapter 3.01 concerning specific provisions for bidding, contracting and purchases of the City of Beaumont Municipal Code.”**

D.5 Bond Exoneration for Survey Monuments for Tract Map No. 31462-8

Bond Exoneration for survey monuments associated with Tract Map No. 31462-8.

**Authorize staff to issue a bond exoneration letter for monument bonds for Tract Map No. 31462-8, bond number 0206492.**

D.6 Second Amendment of an Agreement to Extend the Contract for Professional Services with Burrtec Waste Industries, Inc. to Provide Sludge Hauling Services for the Wastewater Treatment Plant

City staff is requesting approval of the Second Amendment to extend the contract for Sludge Hauling Services with Burrtec Waste Industries.

**Approve the Second Amendment of an Agreement to extend the existing contract for Professional Services with Burrtec Waste Industries, Inc., to Provide Sludge Hauling Services for the Wastewater Treatment Plant through April 30, 2024.**

D.7 FY2022-2023 3rd Quarter Cash and Investment Report

Receive and file FY2022-2023 3<sup>rd</sup> Quarter Cash and Investment Report.

**Receive and file report.**

D.8 FY2022-2023 3rd Quarter Budget Update and Financial Status Report

Receive a report on the status of the City's budget and financial status as of March 31, 2023.

**Receive and file report.**

D.9 Adopt the Resolution for the Authorization and Execution of the Certifications and Assurances and Authorized Agent forms for the Low Carbon Transit Operations Program (LCTOP)

Low Carbon Transit Operations Program (LCTOP) for the following project: Discounted Fare Promotion, \$323,000.

**Waive the full reading and adopt by title only "A Resolution of the City Council of the City of Beaumont for Authorization for the Execution of the Certifications and Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program (LCTOP) for the Following Project: Discounted Fare Promotion, \$323,000",**

**Execute the Certifications and Assurances Form, and**

**Execute the Authorized Agent Form.**

D.10 Lease Agreement With 4th Street Industrial Park, LLC for Public Works and Waste Water Temporary Relocation

Authorization of Lease Agreement between the City of Beaumont and 4<sup>th</sup> Street Industrial, LLC for the temporary relocation of Public Works and Waste Water staff.

**Authorize the City Manager to execute a 3-year lease agreement with an optional 1 year extension, with 4<sup>th</sup> Street Industrial, LLC for the property located at 252 West 4<sup>th</sup> Street.**

## **E. YOUTH COUNCIL REPORT**

Report out from Members Harris and Moore.

**F. PUBLIC HEARINGS**

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

- F.1 Public Hearing to Consider an Approval of a Third Amendment to the City's FY22/23-FY26/27 Capital Improvement Plan

Amendments include City-Wide Traffic Signal Upgrade (R-13) and Pennsylvania Widening (2017-009).

**Public Hearing opened at 6:49 p.m.**

**No comments**

**Public Hearing closed at 6:49 p.m.**

**Motion by Council Member Voigt**

**Second by Mayor Pro Tem Fenn**

**Hold a Public Hearing, and**

**Waive the full reading and approve by title only, "Resolution of the City Council of Beaumont Amending the Five-Year Capital Improvement Plan for Fiscal Years 2022/2023-2026/2027."**

**Approved by a 4-0 vote**

**Absent: White**

**G. ACTION ITEMS**

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

- G.1 FY2022-2023 Capital Improvement Project Budget Amendment

Budget adjustments to add funding to capital improvement projects: R-13 Citywide Traffic Signal Update and 2017-009 Pennsylvania Avenue Widening Project.

**Motion by Council Member Lara**

**Second by Mayor Martinez**

**Approve the recommended budget adjustments as provided in Attachment A.**

**Approved by a 4-0 vote**

**Absent: White**

- G.2 Award a Public Works Agreement to Elecnor Belco Electric, Inc. in an Amount Not-to Exceed \$203,888 for the Construction of the Citywide Traffic Signal Upgrade at First Street and Beaumont Avenue – Capital Improvement Project No. R-13

For construction of Citywide Traffic Signal Upgrade at First Street and Beaumont Avenue.

**Motion by Mayor Pro Tem Fenn  
Second by Council Member Voigt**

**Award a public works agreement to Elecnor Belco Electric, Inc. for construction of the Citywide Traffic Signal Upgrade at First Street and Beaumont Avenue in an amount not to exceed \$203,888; and, authorize the City Manager to sign change orders up to an additional \$20,512 for a total construction amount of \$224,400.**

**Approved by a 4-0 vote  
Absent: White**

- G.3 Fourth Amendment to the Professional Services Agreement with Kimley Horn for the Pennsylvania Avenue Widening Project (CIP 2017-009), in an Amount Not to Exceed \$60,940

Strategic Plan Priority Level 3, Target 2, Goal 9.

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

**Approve a fourth amendment to the professional services agreement with Kimley Horn for the Pennsylvania Avenue Widening Project, in an amount not to exceed \$60,940.**

**Approved by a 4-0 vote  
Absent: White**

- G.4 Mayoral Appointment of Liaisons to the Beaumont Library District and the Cherry Festival Association

Liaisons will represent the City Council at various meetings of the Beaumont Library District and Cherry Festival Association.

**Mayor Martinez appointed himself as the Liaison for the Library District with Council Member Voigt as the alternate.  
Council Member Lara was appointed at the liaison for the Cherry Festival Association with Council Member Voigt as the alternate.**

- G.5 Consider Approval of the First Amendment and Restated City Manager Employment Agreement

The City Council and City Manager engage in labor negotiations on an annual basis as it relates to the anniversary of the appointment date of the City Manager with the City, April 11, 2023.

**City Manager Gibbs recused herself for this item.**

**Motion by Council Member Voigt  
Second by Mayor Pro Tem Fenn**

**Consider Approval of the First Amendment and Restated City  
Manager Employment Agreement.**

**Approved by a 4-0 vote  
Absent: White**

G.6 Approval of City Attorney Invoices for the Month of March 2023  
City Attorney Pinkney recused himself for this item.

**Motion by Council Member Lara  
Second by Council Member Voigt**

**Approve invoices in the amount of \$118,448.10.**

**Approved by a 4-0 vote  
Absent: White**

**H. LEGISLATIVE UPDATES AND DISCUSSION**

**I. ECONOMIC DEVELOPMENT UPDATE**

Economic Development Committee Report Out and City Council Direction

**J. CITY TREASURER REPORT**

Finance and Audit Committee Report Out and City Council Direction

**K. CITY CLERK REPORT**

**L. CITY ATTORNEY REPORT**

**M. CITY MANAGER REPORT**

*Report out from the Cherry Cup Soccer Tournament, upcoming ribbon cutting for the new playground at Three Rings Ranch, and upcoming Lady Bug release event.*

**N. FUTURE AGENDA ITEMS**

- Resource for residents to contact local businesses
- City staff first aid and safety discussion
- Truck routes
- Cherry Festival Sub-committee/AdHoc
- Short-term rentals
- Research the need for more community centers

**O. COUNCIL REPORTS**

**Voigt** - *Report out from the Finance and Audit Committee, Calimesa Chamber breakfast, the Youth Council meeting, and the Parks District meeting.*

**Lara** - *No report.*

**Fenn** - *Report out from the Finance and Audit Committee Meeting, TNOW meeting, and Sacramento.*

**Martinez** - *Report out from the Mayor's breakfast, and the Sacramento trip.*

**P. ADJOURNMENT at 7:37 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 May 2, 2023, at 6:00 p.m. unless otherwise posted.



## Staff Report

**TO:** City Council  
**FROM:** Jeff Hart, Director of Public Works  
**DATE:** May 2, 2023  
**SUBJECT:** Agreement for Purchase of Mitigation Bank Credits Associated with Capital Improvement Project 2017-028 Fire Station No. 106

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**Description** Authorize an agreement in an amount of \$59,500 for purchase of mitigation bank credits associated with CIP 2017-028 Fire Station No. 106 (formerly known as the Westside Fire Station).

### **Background and Analysis:**

On March 1, 2022, City Council adopted the Initial Study/Mitigated Negative Declaration (IS/MND) and Mitigation Monitoring and Reporting Program (MMRP) for Fire Station No. 106 (Project). The MMRP identifies various mitigation measures required to ensure that the Project complies with all applicable environmental mitigation requirements identified in the IS/MND (see Attachment B). One of the mitigation measures, BIO-2, requires the City to offset permanent impacts to 0.07 acres of riverine resources by purchasing 0.07 acres of re-establishment credits and 0.07 acres of re-habilitation credits from the Riverpark Mitigation Bank located within the San Jacinto watershed.

On September 6, 2022, City Council authorized a letter of credit in an amount not to exceed \$67,200 as an alternative to purchasing credits prior to the start of construction. Mitigation bank credits were not available for purchase at the time. California Department of Fish and Wildlife (CDFW) allows the deferred purchase of credits by accepting security in the form of a letter of credit.

Mitigation credits are now available at the Riverpark Mitigation Bank. Therefore, in compliance with the ultimate requirement of the MMRP, City staff negotiated the purchase of 0.14 mitigation credits for an amount of \$59,500. Riverpark Mitigation Bank prepared the agreement for sale of credits (see Attachment A).



**Fiscal Impact:**

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

Project funding is based on the approved five-year Capital Improvement Plan. An amount of \$59,500 will be paid from the permit budget. The following is a summary of the funding and budget:

<b>CIP2017-028 Fire Station No. 106 Project Accounting Summary</b>				
<b>Funding Summary</b>				
<b>Funding Year</b>	<b>Funding Source</b>		<b>Amount</b>	
FY17/18	DIF		\$1,000,000	
FY18/19	DIF		\$3,100,000	
FY20/21	Bond Proceeds		\$3,984,954	
FY20/21	General Fund Reserves		\$565,045	
<b>Total Project Funding =</b>			<b>\$8,649,999</b>	
<b>Budget Summary</b>				
<b>Project Component</b>	<b>Budget</b>	<b>Encumbered</b>	<b>Paid to Date</b>	<b>Remaining Budget</b>
Project Management	\$2,500	(\$2,317)	(\$2,317)	\$183
Preliminary Services	\$7,500	(\$7,500)	(\$7,500)	\$0
Environmental	\$149,000	(\$123,657)	(\$122,110)	\$25,343
Design	\$270,000	(\$270,101)	(\$247,543)	(\$101)
Construction	\$8,113,500	(\$7,983,778)	(\$1,669,057)	\$129,722
Construction Management	\$40,000	(\$64,999)	(\$38,260)	(\$24,999)
Permits	\$67,499	(\$4,435)	(\$4,435)	\$63,064
Equipment	\$0	(\$37)	\$0	(\$37)
<b>Project Summary Totals</b>	<b>\$8,649,999</b>	<b>(\$8,456,824)</b>	<b>(\$2,091,223)</b>	<b>\$193,175</b>

**Recommended Action:**

Authorize the Mayor to execute an agreement for the sale of credits in an amount of \$59,500 for purchase of mitigation bank credits associated with CIP 2017-028 Fire Station No. 106, and

Authorize City staff to effectuate the cancellation of letter of credit with the California Department of Fish and Wildlife associated with CIP-028 Fire Station No. 106.

**Attachments:**

- A. Riverpark Mitigation Bank – Agreement for purchase of Credits
- B. Mitigation Monitoring and Reporting Program (MMRP)

McCollum & Sweetwater  
Mitigation and Conservation Banking  
www.mccollum.com/mitigation

April 10, 2023

Mr. Jeff Hart  
Director of Public Works - City Engineer  
City of Beaumont  
550 E. 6th Street  
Beaumont, CA 92223

RE: Riverpark Mitigation Bank Credit Purchase

Dear Mr. Hart:

Regarding your request to purchase **0.14 re-establishment CDFW mitigation Credit** at the Riverpark Mitigation Bank at **\$59,500.00** to satisfy certain mitigation requirements for resource impacts on the **West Side Fire Station project**, the following are the terms and conditions to complete the transaction. Upon execution of the attached purchase agreement, please remit to **EIP III Credit Co., LLC** via ACH payment or wire the amount and in the time specified below.

Payment By ACH or Wire

Please email [sales@ecosystempartners.com](mailto:sales@ecosystempartners.com) to request wire instructions.  
Including the project name in your request is helpful.

<b>EIP III Credit Co., LLC</b>	0.14 Credit re-establishment	\$	59,500.00
Total due on or before May 16, 2023		\$	<b>59,500.00</b>

Mr. Jeff Hart  
April 10, 2023  
Page 2

Please also execute and forward a PDF copy of the Agreement for Sale of Credits, enclosed, via email to:

**Michael McCollum**  
**McCollum Associates**  
**(916) 708-2727**  
[mccollum@mccollum.com](mailto:mccollum@mccollum.com)

With a cc of your transmittal to:

**Joseph Williams**  
**Assistant Director of Markets**  
**Ecosystem Investment Partners**  
**5550 Newbury Street, Suite B**  
**Baltimore, MD 21209**  
**Telephone (410) 982-0240**  
[joe@ecosystempartners.com](mailto:joe@ecosystempartners.com)

Upon receipt and confirmation of the specified funds, you will receive a verified signed copy of Exhibit B, Bill of Sale of Mitigation Credits, from EIP III Credit Co., LLC. This receipt will provide evidence to the permitting agencies that you satisfied that portion of the mitigation requirements you negotiated with the agencies.

Thank you for your interest in the Riverpark Mitigation Bank. Please contact me if you have questions.

Sincerely,



Michael McCollum

attachments: Agreement for Sale of Credits  
(Includes a sample Exhibit B, Bill of Sale of Mitigation Credits)

cc: Mr. Joseph Williams, Ecosystem Investment Partners / via email



## AGREEMENT FOR SALE OF CREDITS

This Agreement is entered into this 02 day of May, 2023, by and between EIP III CREDIT CO., LLC, a Delaware limited liability company (Bank Sponsor) and CITY OF BEAUMONT (Project Proponent), jointly referred to as the “Parties,” as follows:

### RECITALS

A. The Bank Sponsor has developed the Riverpark Mitigation Bank (Bank) located in Riverside County, California; and

B. The Bank has been developed pursuant to a Bank Enabling Instrument (BEI) entered into by and between Bank Sponsor, the Los Angeles District of the U.S. Army Corps of Engineers (USACE) (File No. SPL-2015-00318), United States Fish and Wildlife Service (USFWS), the California Regional Water Quality Control Board, Region 8 (Regional Water Boards), and the California Department of Fish and Wildlife (CDFW) (Tracking No. 1798-2015-01-R6), on December 17, 2019, and

C. Project Proponent is seeking to implement the project described on Exhibit “A” attached hereto (Project), which would unavoidably and adversely impact Riverine Wetland, and seeks to compensate for the loss of Riverine Wetland by purchasing Credits from Bank Sponsor; and

D. Project Proponent has been authorized by CDFW: EPIMS-RIV-28133-R6 to purchase from the Bank 0.14 re-establishment CDFW mitigation Credit, upon confirmation by the Bank Sponsor of Credit availability/adequate balance of Credits remaining for Transfer; and

E. Project Proponent desires to purchase from Bank Sponsor and Bank Sponsor desires to sell to Project Proponent 0.14 re-establishment CDFW mitigation Credit;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Bank Sponsor hereby sells to Project Proponent and Project Proponent hereby purchases from Bank Sponsor 0.14 re-establishment CDFW mitigation Credit. The Bank Sponsor will upon receipt of the Purchase Price deliver to Project Proponent an executed Bill of Sale in the manner and form as attached hereto and marked Exhibit "B". The Purchase Price for said Credits shall be paid by ACH payment or wire transfer of funds according to written instructions provided by Bank Sponsor to Project Proponent.

2. The sale and transfer herein are not intended as a sale or transfer to Project Proponent of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest of the foregoing.

3. Project Proponent shall have no obligation whatsoever by reason of the purchase of the Credits, to support, pay for, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated or liable for the success or continued expense or maintenance in perpetuity of the Credits sold, or the Bank. Pursuant to the BEI and any amendments thereto, Bank Sponsor shall monitor and make reports to the appropriate agency or agencies on the status of any Credits sold to Project Proponent. Bank Sponsor shall be fully and completely responsible for satisfying any and all conditions placed on the Bank or the Credits by all state or federal jurisdictional agencies.

4. The Credits sold and transferred to Project Proponent shall be non-refundable, non-transferable and non-assignable to any project other than the one listed herein and shall not be used as compensatory mitigation for any other project or purpose, except as set forth herein.

5. Project Proponent must exercise his/her/its right to purchase the Credits within 14 days of the date this Agreement is provided to the Project Proponent. Without Bank Sponsor approval, after the 14-day period this Agreement will be considered null and void.

6. Upon purchase of the Credits specified in Recital D above, the Bank Sponsor shall submit to the parties listed in the Notices section of the BEI, copies of the: a) Agreement for Sale of Credits; b) Bill of Sale; c) Payment Receipt; and d) an updated ledger. The updated ledger must detail: i) Project Proponent; ii) Project Name; iii) Status (sale complete/sale not complete); iv) Credit Sale Date; v) Permitting Agency File/Tracking Number; vi); vii) Total Number of Credits Authorized to Sell; viii) Total Number of Credits Sold to Date (inclusive); and ix) Balance of all Credits Available. The ledger should include all sales data from bank establishment to the present.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

BANK SPONSOR

EIP III CREDIT CO., LLC, a Delaware limited liability company

By: \_\_\_\_\_

Name: Joseph Williams

Its: Assistant Director of Markets

PROJECT PROPONENT

CITY OF BEAUMONT

By: \_\_\_\_\_

Name: Julio Martinez III

Its: Mayor

Exhibit "A"  
DESCRIPTION OF PROJECT TO BE MITIGATED

**Name of Project:**  
West Side Fire Station Project

**Project Location:**  
2000 Western Knolls  
Beaumont, CA 92223

**Permitting Agencies File/Tracking Number:**  
CDFW: EPIMS-RIV-28133-R6

**Project Description:**  
The Project proposes a new fire station, storage building, parking area, access roads, stormwater infiltration system, landscaping, and irrigation system. The proposed fire station would be composed of two buildings, totaling approximately 10,760 square feet.

**Species/Habitat Affected:**  
A 0.07-acre portion of a ravine dominated by non-native grassland/ruderal and Riversidean sage scrub vegetation is located in the northern region of the Project Site. The ravine currently drains to an existing offsite road-side swale adjacent to Potrero Boulevard created to divert flows north to San Timoteo Creek. The 0.07-acre ravine represents an MSHCP Section 6.1.2 Riverine resource as outlined in Table 2, MSHCP Section 6.1.2 Riverine Resources, and as shown in Figure 9, MSHCP Section 6.1.2 Riverine Resources Map. All 0.07-acre of MSHCP Section 6.1.2 Riverine resources documented onsite will be permanently impacted.

**Table 2.  
MSHCP Section 6.1.2 Riverine Resources**

Drainage	Type	Location	Total (acres)
<b>MSHCP Section 6.1.2 Riverine</b>			
Ravine	Non-Riparian Ephemeral	Onsite	0.036
Ravine	Non-Riparian Ephemeral	Offsite	0.034
<b>Total</b>			<b>0.070</b>

Source: Helix Environmental Planning 2021.

**Credits to be Purchased:**  
0.14 re-establishment

**Method of payment:**  
Wire Transmittal  ACH Payment



“Exhibit B”  
BILL OF SALE  
Riverpark Mitigation Bank

Contract # 23\_\_-RP

Permitting Agency File/Tracking No(s). CDFW: CDFW: EPIMS-RIV-28133-R6.

In consideration of \$59,500.00, receipt of which is hereby acknowledged, EIP III Credit Co., LLC (Bank Sponsor), does hereby bargain, sell and transfer to CITY OF BEAUMONT (Project Proponent), for the West Side Fire Station project, 0.14 re-establishment CDFW mitigation Credit in the Riverpark Mitigation Bank in Riverside County, California, developed, and approved under the authority of the Los Angeles District of the U.S. Army Corps of Engineers (USACE), United States Fish and Wildlife Service (USFWS), the California Regional Water Quality Control Board, Region 8 (Regional Water Boards), and the California Department of Fish and Wildlife (CDFW), as mitigation for the Project described in Attachment 1.

Bank Sponsor represents and warrants that it has good title to the Credits, has good right to sell the same, and that they are free and clear of all claims, liens, or encumbrances.

Bank Sponsor covenants and agrees with the Project Proponent to warrant and defend the sale of the Credits hereinbefore described against all and every person and persons whomsoever lawfully claiming or to claim the same.

DATED: \_\_\_\_\_

EIP III CREDIT CO., LLC, a Delaware limited liability company

By: \_\_\_\_\_

Name: Joseph Williams

Its: Assistant Director of Markets

**SAMPLED**

*Attachment 1*  
Riverpark Mitigation Bank  
WETLAND CREDITS: PAYMENT RECEIPT

**PROJECT PROPONENT INFORMATION**

**Name:**  
City of Beaumont

**Address:**  
550 E. 6th Street  
Beaumont, CA 92223  
Telephone: (951) 769-8522

**Contact:**  
Jeff Hart  
Director of Public Works - City Engineer  
Email: jhart@beaumontca.gov

**PROJECT INFORMATION**

**Project Description:**  
The Project proposes a new fire station, storage building, parking area, access roads, stormwater infiltration system, landscaping, and irrigation system. The proposed fire station would be composed of two buildings, totaling approximately 10,760 square feet.

**Project Location:**  
2000 Western Knolls  
Beaumont, CA 92223

**Agency File/Tracking Number(s):**  
CDFW: CDFW: EPIMS-RIV-28133-R6

**Species/Habitat Affected:**  
A 0.07-acre portion of a ravine dominated by non-native grassland/ruderal and Riversidean sage scrub vegetation is located in the northern region of the Project Site. The ravine currently drains to an existing offsite road-side swale adjacent to Potrero Boulevard created to divert flows north to San Timoteo Creek. The 0.07-acre ravine represents an MSHCP Section 6.1.2 Riverine resource as outlined in Table 2, MSHCP Section 6.1.2 Riverine Resources, and as shown in Figure 9, MSHCP Section 6.1.2 Riverine Resources Map. All 0.07-acre of MSHCP Section 6.1.2 Riverine resources documented onsite will be permanently impacted.

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Drainage	Type	Location	Total (acres)
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Ravine	Non-Riparian Ephemeral	Onsite	0.036
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<b>Total</b>			<b>0.070</b>

*Source: Helix Environmental Planning 2021.*

**Credits to be Purchased:**

0.14 re-establishment

**MITIGATION MONITORING AND  
REPORTING PROGRAM  
WEST SIDE FIRE STATION PROJECT**

**BEAUMONT, CALIFORNIA**

***Prepared for:***

**CITY OF BEAUMONT**  
Carole Kendrick, Planning Manager  
550 East 6<sup>th</sup> Street,  
Beaumont, California, 92223

***Prepared by:***

**CHAMBERS GROUP, INC.**  
5 Hutton Centre Drive, Suite 750  
Santa Ana, California 92707  
(949) 261-5414

**February 2022**

## SECTION 1.0 – PURPOSE

The City of Beaumont would adopt this Mitigation Monitoring and Reporting Program (MMRP) in accordance with Public Resources Code (PRC) Section 21081.6 and Section 15097 of the California Environmental Quality Act (CEQA) Guidelines. The purpose of the MMRP is to ensure that the West Side Fire Station Project (Proposed Project) complies with all applicable environmental mitigation requirements identified in the Final Mitigated Negative Declaration (MND) for the Proposed Project. The mitigation measures for the Proposed Project would be adopted by the City of Beaumont, in conjunction with the adoption of the Final MND. The mitigation measures from the Final MND have been integrated into this MMRP. The MMRP provides a mechanism for monitoring the mitigation measures in compliance with the Final MND, and general guidelines for the use and implementation of the monitoring program are described below. Within this document, the approved mitigation measures are organized and referenced by subject category. The specific mitigation measures are identified, as well as the method and timing of verification and the responsible party that would ensure that each action is implemented.

The mitigation measures applicable to the Proposed Project include avoiding certain impacts altogether, minimizing impacts by limiting the degree or magnitude of the action and its implementation, and/or reducing or eliminating impacts over time by maintenance operations during the life of the Proposed Project.

Public Resources Code Section 21081.6 requires the Lead Agency, for each project that is subject to CEQA, to monitor performance of the mitigation measures included in any environmental document to ensure that implementation takes place. The City of Beaumont is the designated Lead Agency for the MMRP. Lead Agency is responsible for review of all monitoring reports, enforcement actions, and document disposition. The City of Beaumont would rely on information provided by the monitor as accurate and up to date and would field check mitigation measure status as required.

A record of the MMRP would be maintained at City of Beaumont Planning Department, 550 East 6<sup>th</sup> Street, Beaumont, CA 92223. All mitigation measures contained in the MND shall be made conditions of the project as may be further described below. Revisions to the mitigation measures in response to public comment have been shown in strike-out/underline format.

## **SECTION 2.0 – FORMAT**

The mitigation measures applicable to the project involve minimizing impacts by limiting the degree or magnitude of the action and its implementation. Within this document, the approved mitigation measure is referenced by subject category. The mitigation measure has a numerical reference. The following items are identified for the mitigation measure.

- Mitigation Language and Numbering
- Mitigation Timing
- Methods for Monitoring and Reporting
- Responsible Parties

### **MITIGATION LANGUAGE AND NUMBERING**

Provides the language of the mitigation measure in its entirety.

### **MITIGATION TIMING**

The mitigation measure required for the project will be implemented prior to construction and during construction.

### **METHODS FOR MONITORING AND REPORTING**

The MMRP includes the procedures for documenting and reporting mitigation implementation efforts. As the project proponent, the City of Beaumont is responsible for implementation of the mitigation measure.

### **RESPONSIBLE PARTIES**

For the mitigation measure, the party responsible for implementation, monitoring and reporting, and verifying successful completion of the mitigation measure is identified.

Mitigation Measure	Implementation Time Frame	Monitoring Method	Implementation Responsibility	Verification Responsibility
<b>I. Biological Resources</b>				
<b>MM-BIO-1:</b> A MSHCP 30-day preconstruction survey shall be conducted by a licensed biologist immediately prior to the initiation of project activities to ensure protection of burrowing owl and compliance with the conservation goals as outlined in the MSHCP.	Prior to and construction	Preconstruction field survey of Proposed Project area	City of Beaumont	City of Beaumont
<b>MM-BIO-2:</b> The City shall offset permanent impacts to 0.07-acre of MSHCP Section 6.1.2 riverine resources (ravine) located within the northern region of the Project site by: <ol style="list-style-type: none"> <li>1. Purchasing 0.007 acre (1:1) of re-establishment credits from the Riverpark Mitigation Bank located within the San Jacinto watershed, and</li> <li>2. Purchasing 0.07 acre (1:1) of re-habilitation credits from the Riverpark Mitigation Bank located within the San Jacinto watershed.</li> </ol>	Prior to construction	Demonstration of purchase of establishment credits	City of Beaumont	City of Beaumont
<b>II. Cultural Resources</b>				
<b>MM-CUL-1:</b> Prior to issuance of grading permits, City of Beaumont shall retain a Qualified Professional Archaeologist to develop and implement a Cultural Resource Mitigation Monitoring Program (CRMP). The CRMP shall address the details of all activities, provide procedures that must be followed in order to reduce the impacts to cultural and	Prior to construction	Production of a CRMP	City of Beaumont	City of Beaumont

<p>historic resources to a level that is less than significant, and address potential impacts to undiscovered buried archaeological resources associated with the Proposed Project. The CRMP shall be provided to the City for review and approval prior to issuance of the grading permit. The CRMP shall contain at a minimum the following:</p> <p>a) Qualified Archaeological Monitor – An adequate number of Qualified Archaeological Monitors shall be on site to ensure all earth-moving activities are observed for areas being monitored. This includes all grubbing, grading, and trenching on site. Inspections shall vary based on the rate of excavation, the materials excavated, and the presence and abundance of artifacts and features. The frequency and location of inspections shall be determined and directed by the Registered Professional Archaeologist. The Registered Professional Archaeologist may submit a detailed letter to the City during grading requesting a modification to the monitoring program if circumstances are encountered that reduce the need for monitoring.</p>				
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<p>b) Cultural Sensitivity Training – The Registered Professional Archaeologist, and a representative of the consulting tribe(s), shall attend the pre-grading meeting with the contractors to provide Cultural Sensitivity Training for all construction personnel. Training shall include a brief review of the cultural sensitivity of the Project site and the surrounding area; the areas to be avoided during grading activities; what resources could potentially be identified during earthmoving activities; the requirements of the monitoring program; the protocols that apply in the event unanticipated cultural resources are identified, including who to contact and appropriate avoidance measures until the find(s) can be properly evaluated; and any other appropriate protocols. This shall be a mandatory training, and all construction personnel must attend prior to beginning work on the Project site. A sign-in sheet for attendees of this training shall be included in the Cultural Resources Monitoring Report.</p>				
<p><b>MM-CUL-2:</b> The Contractor shall provide the Registered Professional Archaeologist with a</p>	<p>Prior to/during construction</p>	<p>Maintain an archeological monitor during ground disturbing activities</p>	<p>City of Beaumont</p>	<p>City of Beaumont</p>

<p>schedule of initial potential ground-disturbing activities. A minimum of 48 hours will be provided to the Consultant of commencement of any initial ground-disturbing activities such as vegetation grubbing or clearing, grading, trenching, or mass excavation.</p> <p>As detailed in the schedule provided, an Archaeological Resources Monitor shall be present on site at the commencement of ground-disturbing activities related to the Project. The monitor shall observe initial ground-disturbing activities. All monitors will have stop-work authority to allow for recordation and evaluation of finds during construction. The monitor will maintain a daily record of observations to serve as an ongoing reference resource and to provide a resource for final reporting upon completion of the Project.</p> <p>The Archaeological Monitor and the Lead Contractor and subcontractors shall maintain a line of communication regarding schedule and activity such that the monitor is aware of all ground-disturbing activities in advance in order to provide appropriate oversight.</p>				
<p><b>MM-CUL-3:</b> If archaeological resources are discovered, construction shall be halted within 50 feet of the find and shall not resume until a Qualified Archaeologist can determine the</p>	<p>During construction</p>	<p>Evaluation of any archaeological resources encountered during construction</p>	<p>City of Beaumont</p>	<p>City of Beaumont</p>

<p>significance of the find and whether the find has been fully investigated, documented, and cleared. If the Qualified Archaeologist determines that the discovery constitutes a significant resource under CEQA and it cannot be avoided, the City shall implement an archaeological data recovery program.</p>				
<p><b>MM-CUL-4:</b> At the completion of all ground-disturbing activities, the Consultant shall prepare an Archaeological Resources Monitoring Report summarizing all monitoring efforts and observations, as performed, and any and all prehistoric or historic archaeological finds as well as providing follow-up reports of any finds to the Eastern Information Center (EIC), as required.</p>	<p>After completion of ground disturbing activities</p>	<p>Prepare an Archaeological Resources Monitoring Report after completion of ground disturbing activities</p>	<p>City of Beaumont</p>	<p>City of Beaumont</p>
<p><b>III. Geology and Soils</b></p>				
<p><b>MM-GEO-1:</b> The following recommendations shall be considered by the City’s contractor during construction of the Project.</p> <ul style="list-style-type: none"> <li>• Temporary excavations up to 4 feet in depth may be made without rigorous lateral supports. Excavated surface shall be "dampened" in order to minimize potential surface soil raveling. No surcharge loading shall be allowed within an imaginary 1:1 line drawn upward from toe of temporary excavations.</li> <li>• If vertical excavations exceeding 4 feet become warranted, such shall be</li> </ul>	<p>Prior to construction</p>	<p>Incorporation of specifications into construction specifications</p>	<p>City of Beaumont</p>	<p>City of Beaumont</p>

<p>achieved using shoring to support side walls. Supplemental recommendations of such will be supplied on request.</p> <ul style="list-style-type: none"> <li>• Dry and gravelly in nature, the site soils are considered susceptible to caving. Temporary excavations in excess of 4 feet shall be made at a slope 2 to 1 (h:v), or flatter, and as per the construction guidelines as provided by the Cal-OSHA.</li> <li>• Flexible paving/parking, if used, based on an estimated Traffic Index (TI) and on the estimated soils R-value of 60 as based on soil Sand Equivalent, SE, of 45, the following paving sections are supplied for estimation purposes. Following mass grading, the paving sections supplied shall be verified based on actual soil R-value testing on representative soils sampled from street finish grades.</li> </ul>							
Service Area	Traffic Index, TI	Paving Type	Paving thickness				
Interior Driveways	6.5	a.c over Local Soils	5" a.c. over 6' CI 2 Base				
Off-Site							

Street Widening	8.0	a.c over Class II base	6" a.c over 8" Cl.2 base				
<ul style="list-style-type: none"> <li>• For ac over Class II base, or on Crushed Miscellaneous Base (CMB) materials, the upper 18-inch of subgrade soils shall be processed and compacted to minimum 95%.</li> <li>• Base material used shall conform to the Caltrans Class II specification compacted to minimum 95%. The pavement sections supplied shall be verified by the local public agency for their approval prior to their use to the project.</li> <li>• Utility trench backfill within the structural pad and beyond shall be placed in accordance with the following recommendations:                         <ul style="list-style-type: none"> <li>○ Trench backfill shall be placed in 6 to 8-inch thin lifts mechanically compacted to 90 percent or better of the laboratory maximum dry density for the soils used. Within areas of paving, upper 1.5 feet of the trench backfill shall be compacted to 95%, or better. No water-jetting shall be considered for compaction</li> </ul> </li> </ul>							

<p>in lieu of the mechanical compaction described.</p> <ul style="list-style-type: none"><li>○ Exterior trenches along a foundation or a toe of a slope and extending below a 1:1 imaginary line projected from the outside bottom edge of the footing or toe of the slope shall be compacted to 90 percent of the Maximum Dry Density for the soils used during backfill. All trench excavations shall conform to the requirements and safety as specified by the Cal-OSHA</li><li>● No clearing or grading operation of the site shall be performed without the presence of a representative of Soils Southwest, Inc. An on-site pre-grading meeting shall be arranged between the soils engineer and the grading contractor prior to any construction.</li><li>● No fill shall be placed, spread, or rolled during unfavorable weather conditions. Where the work is interrupted by heavy rains, fill operations shall not be resumed until moisture conditions are considered favorable by the soils engineer.</li><li>● In order to minimize potential differential settlement to foundations, use of planters requiring heavy</li></ul>				
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<p>irrigation shall be restricted from using adjacent to footings. In event such becomes unavoidable, planter boxes with sealed bottoms, shall be considered.</p> <ul style="list-style-type: none"><li>• Only the amount of irrigation necessary to sustain plant life shall be provided. Pad drainage shall be directed towards streets and to other approved areas away from foundations. Slope areas shall be planted with draught resistant vegetation. Over watering landscape areas could adversely affect the proposed site development during its life-time use.</li><li>• Recommendations provided are based on assumption that structural footings and slab-on-grade be established exclusively into engineered compacted fills og non-expansive in nature. Excavated footings shall be inspected, verified, and certified by soils engineer prior to steel and concrete placement. Structural backfills discussed shall be placed under direct observations and testing by Soils Southwest, Inc. Excess soils generated from footing trench excavations shall be removed from pad areas and such shall not be allowed on concrete slab-subgrades.</li></ul>				
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<p><b>MM-GEO-2:</b> The following recommendations shall be implemented during the earth work/general grading associated with the Project's construction.</p> <ul style="list-style-type: none"> <li>• Site preparations and grading shall involve over excavation and replacement of local soils as structural fill compacted to the minimum relative compactions as described above.</li> <li>• Local soils free of debris, large rocks and organic shall be considered suitable for reuse as backfill. Loose soils, formwork and debris shall be removed prior to backfilling retaining walls. On-site sand backfill shall be placed and compacted in accordance with the recommended specifications provided below. Where space limitations do not allow conventional backfilling operations, special backfill materials and procedures may be required. Pea gravel or other select backfill can be used in limited space areas. Recommendations for placement and densification of pea gravel or other special backfill can be provided during construction.</li> <li>• Adequate positive drainage shall be provided away from the structure to prevent water from ponding and to</li> </ul>	<p>During construction</p>	<p>Site preparation and implementation of Best Management Practices</p>	<p>City of Beaumont</p>	<p>City of Beaumont</p>
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<p>reduce percolation of water into backfill. A desirable slope for surface drainage is 2 percent in landscape areas and 1 percent in paved areas. Planters and landscaped areas adjacent to building perimeter shall be designed to minimize water filtration into subsoils. Considerations shall be given to the use of closed planter bottoms, concrete slabs and perimeter subdrains where applicable.</p> <ul style="list-style-type: none"><li>• Buried utility conduits shall be bedded and backfilled around the conduit in accordance with the project specifications. Where conduit underlies concrete slab-on-grade and pavement, the remaining trench backfill above the pipes shall be placed and compacted in accordance with the following grading specifications.</li><li>• The following recommended general specifications for surface preparation to receive fill and compaction for structural and utility trench backfill and others shall be implemented:<ul style="list-style-type: none"><li>○ Areas to be graded, backfilled or paved, shall be grubbed, stripped and cleaned of all buried and undetected debris, structures, concrete, vegetation and other deleterious materials prior to grading.</li></ul></li></ul>				
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<ul style="list-style-type: none"><li>○ Where compacted fill is to provide vertical support for foundations, all loose, soft and other incompetent soils shall be removed to full depth as approved by soils engineer, or at least up to the depth as previously described in the Project's Geotechnical Report. The areas of such removal shall extend at least 5 feet beyond the perimeter of exterior foundation limit or to the extent as approved by soils engineer during grading.</li><li>○ The fills to support foundations and slab-on-grade shall be compacted to minimum 95% of the soil's Maximum Dry Density at 3 to 5% over Optimum. To minimize potential differential settlements to foundations and slabs straddling over cut and fill transition, cut portions following cut, shall be further over excavated and such be replaced as engineered fill compacted to at least 90% of the soil's Maximum Dry Density as described in this report.</li><li>○ Utility trenches within building pad areas and beyond shall be backfilled with granular material</li></ul>				
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<p>and such shall be mechanically compacted to at least 90% of the maximum density for the material used.</p> <ul style="list-style-type: none"><li>○ Compaction for structural fills shall be determined relative to the maximum dry density as determined by ASTM D1557 compaction methods. All in-situ field density of compacted fill shall be determined by the ASTM D1556 standard methods or by other approved procedures.</li><li>○ New imported soils, if required, shall be clean, granular, non-expansive material or as approved by the soils engineer.</li><li>○ During grading, fill soils shall be placed as thin layers, thickness of which following compaction shall not exceed six to eight inches.</li><li>○ No rocks over six to eight inches in diameter shall be permitted to use as a grading material without prior approval of the soils engineer.</li><li>○ No jetting and/or water tampering be considered for backfill compaction for utility trenches without prior approval of the soils engineer. For such backfill, hand tampering with fill layers of 8 to 12 inches in thickness, or as approved</li></ul>				
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<p>by the soils engineer is recommended.</p> <ul style="list-style-type: none"><li>○ Utility trenches at depth and cesspool and abandoned septic tank existing within building pad areas and beyond, shall be excavated and removed, or such shall be backfilled with gravel, slurry or by other material as approved by soils engineer.</li><li>○ Imported fill soils if required, shall be equivalent to site soils or better. Such shall be approved by the soils engineer prior to their use.</li><li>○ Grading required for pavement, side-walk or other facilities to be used by general public, shall be constructed under direct observation of soils engineer or as required by the local public agencies.</li><li>○ A site meeting shall be held between grading contractor and soils engineer prior to actual construction. Two days of prior notice will be required for such meeting.</li></ul>				
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## Staff Report

**TO:** City Council  
**FROM:** Sean Thuilliez, Chief of Police  
**DATE:** May 2, 2023  
**SUBJECT:** Cancellation of Emergency Management Coordination Services by the Riverside County Emergency Management Department

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**Description** Cancellation of Emergency Management Coordination Services by the Riverside County Emergency Management Department

### **Background and Analysis:**

On August 17, 2021, City Council approved a shared three-year service agreement between the City and the Beaumont Unified School District (BUSD) for emergency management coordination services by the Riverside County Emergency Management Department (EMD).

This agreement provided a contract position to provide emergency services management coordination for the City and BUSD. The City's emergency services were previously managed by Police Department personnel. The purpose of this service was to assist the City with the upcoming Local Hazard Mitigation process and provide resources in situations such as flooding concerns from the rain storms that followed the Apple and El Dorado fires. Much of those concerns have been mitigated with vegetation growth.

BUSD has notified the police department of their intent to terminate EMD services effective June 30, 2023. The annual fee for EMD service is \$160,000, which will no longer be shared 50/50 with BUSD after this date.

The Police Department has the capability of resuming emergency management coordination services for the City. The EMD service agreement allows the cancellation of services after a 90-day written notice from the City.

**Fiscal Impact:**

Cancellation of the EMD service agreement will save the City \$80,000 annually (half of the contract). If EMD Service continues, the City will be responsible for the entire annual fee of \$160,000.

The estimated cost to prepare this staff report is \$200.00.

**Recommended Action:**

Approve the issuance of a letter of intent to cancel the Emergency Management Service agreement with the Riverside County Emergency Management Department with an effective end date of August 3, 2023.

**Attachments:**

- A. Agreement for ESC between the County and the City.

**AGREEMENT FOR SHARED EMERGENCY SERVICES COORDINATOR  
BETWEEN THE CITY OF BEAUMONT AND  
BEAUMONT UNIFIED SCHOOL DISTRICT**

This Agreement for Shared Emergency Services Coordinator (“Agreement”), entered into this 17<sup>th</sup> day of August, 2021 (“Effective Date”), by and between the City of Beaumont, a municipal corporation (“City”), and Beaumont Unified School District, a political subdivision of the State of California (“District”), is made in light of the following:

RECITALS

A. WHEREAS, City is a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of California; and

B. WHEREAS, District is a political subdivision of the State of California located in Riverside County, California, and is organized and validly existing pursuant to the laws of the State of California; and

C. WHEREAS, on August 17th, 2021, City entered into an Agreement for Emergency Services Coordinator (“County ESC Agreement”) with the County of Riverside (“County”), effective August 17, 2021, through June 30, 2024. The County ESC Agreement is attached hereto as Attachment 1 and incorporated herein by this reference; and

D. WHEREAS, pursuant to the County ESC Agreement, the County has agreed to provide to City emergency services (“ESC Services”) utilizing the designated level of ESC Services as outlined in Attachment A to the County ESC Agreement and identified in Exhibit B to the County ESC Agreement, Payment Provisions; and

E. WHEREAS, the cost of the ESC Services to be provided by the County are set forth in Exhibit B to the County ESC Agreement, Payment Provisions; and

F. WHEREAS, District is in need of ESC Services at its schools located in the City of Beaumont; and

G. WHEREAS, City and District agree that sharing of ESC Services between them will increase efficiency and save money for the residents served by City and District; and

H. WHEREAS, City and District desire to formalize the shared delivery of ESC Services by the County pursuant to this Agreement.

Now therefore, City and District agree as follows:

**1. Emergency Services Coordinator Services.**

a. City and District agree to share the ESC Services provided by County on a basis of alternating work weeks. City shall prepare the schedule of the weeks the Emergency Services Coordinator (“ES Coordinator”) will be assigned to City and the weeks the ES Coordinator will be assigned to District. The schedule does not preclude the ES Coordinator from working on any emergency for either City or District regardless of scheduled work week. The assigned work weeks are generally for accountability and familiarity with District and City staff.

b. The ESC shall provide those ESC Services set forth in Attachment A to the County ESC Agreement to City and District according to the schedule described in section 1.a. above.

c. It is agreed and understood by City and District that the County ESC Agreement shall be administered by the Chief of Police or his or her designee on behalf of City.

d. For purposes of this Agreement, this Agreement shall be administered by the Superintendent or designee on behalf of District, and by Chief of Police or his or her designee on behalf of City.

e. The Police Department will ensure assigned ES Coordinator has completed a comprehensive background check, to include Cal DOJ and FBI fingerprinting, through the County of Riverside as a condition of their employment.

## **2. Payment.**

District shall pay City an amount equal to one half of the total cost of the ESC as outlined in Exhibit B to the County ESC Agreement. Accordingly, District's financial obligation to City for services rendered by the ESC pursuant to this Agreement and the County ESC Agreement is estimated at \$80,000.00 annually and shall be payable in quarterly installments in response to invoices from City therefor. The payment shall be due by the 10<sup>th</sup> day of the month as follows:

- a. Quarter 1 (July 1 – September 30) – due October 10<sup>th</sup>
- b. Quarter 2 (October 1 – December 31) – due January 10<sup>th</sup>
- c. Quarter 3 (January 1 – March 31) – due April 10<sup>th</sup>
- d. Quarter 4 (April 1 – June 30) – due July 10<sup>th</sup>

## **3. Term of Agreement.**

The ESC Services provided under the County ESC Agreement commence on August 17, 2021 and end on June 30, 2024.

## **4. Termination.**

Either party may terminate this Agreement without cause upon 90 days' written notice to the other party. The Agreement may be terminated with cause upon 30 days' written notice to the other party. City shall be entitled to receive compensation for all properly provided services rendered by the ESC prior to termination. In the event that the County ESC Agreement terminates, this Agreement shall also automatically terminate.

## **5. Defense and Indemnification.**

District shall defend, indemnify and hold harmless City, its departments, agencies, districts, officials, officers and employees from any liability, claim, damage or action based or asserted upon any act or omission of District relating to this Agreement, including but not limited to property damage, personal injury or death. City shall defend, indemnify and hold harmless the District, its departments, agencies, districts, officials, officers and employees from any liability, claim, damage or action based or asserted upon any act or omission of City relating to this Agreement, including but not limited to property damage, personal injury or death.



**6. Not a Joint Venture or Joint Powers Authority.**

City and District intend by this Agreement to establish only a cost sharing arrangement of the parties with regard to shared ESC Services and do not intend to create a joint powers agency, partnership, joint venture, or joint enterprise of any kind.

**7. Amendments.**

No modification or amendment to this Agreement shall be valid unless it is set forth in writing and is signed by the parties thereto.

**8. Waiver.**

Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

**9. Incorporation of Recitals.**

The parties repeat and incorporate the recitals set forth above as if fully set forth herein.

**10. Severability.**

If any court of competent jurisdiction holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

**11. Governing Law.**

This Agreement is entered into and shall be performed in Riverside County and shall be governed by and construed in accordance with the laws of the State of California.

**12. Interpretation.**

This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit or against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. This Agreement may be altered, amended or modified only by an instrument in writing; executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest, or assert that this Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

**13. Entire Agreement.**

This Agreement constitutes the entire agreement between District and City regarding the subject matter of this Agreement. It supersedes all prior or contemporaneous agreements, commitments, representations, writings and discussions between District and City relating to the subject matter of this Agreement.

**14. Insurance.**

District and City shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with

their respective participation and the participation of their respective agents, representatives, employees or subcontractors. City shall maintain Worker's Compensation Insurance (Statutory Limits) for City's personnel. These insurance requirements may be satisfied with a certificate of self-insurance.

**15. Non-Waiver.**

The waiver by either party of any breach of any term, covenant, or condition contained in the Agreement, or any default in their performance of any obligations under the Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default constitute a continuing waiver of same.

**16. Successors and Assigns.**

City and District respectively bind themselves, their successors, assigns, and legal representatives. Neither party shall assign or transfer any interest in the Agreement without the other party's prior written consent.

**17. Time.**

Time is of the essence with regard to each and every provision of this Agreement.

**18. Notice/ Representatives.**

Notices concerning this Agreement shall be deemed to have been served when deposited in the United States Mail, first class postage prepaid, and addressed as follows:

To District:

Beaumont Unified School District  
Attn: Mays Kakish, Superintendent  
350 Brookside Avenue  
Beaumont, CA 92223

To City:

Beaumont Police Department  
Attn: Sean Thuilliez, Chief of Police  
660 Orange Avenue  
Beaumont, CA 92223

City and District have designated the foregoing representatives to receive notices and act in their respective agency's behalf in the administration of this Agreement.

**19. No Third-Party Beneficiary.**

This Agreement, including, but not limited to, the indemnification provisions, is for the benefit of the parties herein only and does not create, nor is it intended to create, any benefit or liability to third parties.

**[Signatures on the following page.]**

**SIGNATURE PAGE TO  
AGREEMENT FOR SHARED EMERGENCY SERVICES COORDINATOR  
BETWEEN THE CITY OF BEAUMONT AND  
BEAUMONT UNIFIED SCHOOL DISTRICT**

IN WITNESS THEREOF, City and District have caused this Agreement to be executed on the respective dates set forth below.

**“City”**

City of Beaumont

By:

  
Mike Lara, Mayor

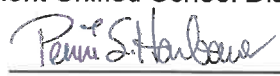
Date:

AUG 30, 21

**“District”**

Beaumont Unified School District

By:

  
Penni S. Harbauer, Assistant  
Superintendent of Business Services

Date:

Aug 11, 2021

**ATTEST:**

By:

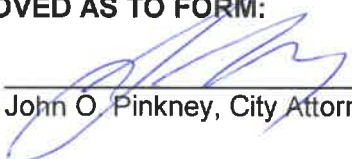
  
Steven Mehlman, City Clerk

**ATTEST:**

By: \_\_\_\_\_

**APPROVED AS TO FORM:**

By:

  
John O. Pinkney, City Attorney

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

AGREEMENT FOR EMERGENCY SERVICES COORDINATOR  
SERVICES BETWEEN THE COUNTY OF RIVERSIDE  
AND THE CITY OF BEAUMONT

This Agreement is made as of the date last below written between the County of Riverside ("County") and the City of Beaumont ("City"). The parties agree as follows:

1. This Agreement has an effective date on or after July 1, 2021, through June 30, 2024.
2. Through its Emergency Management Department ("EMD"), County shall provide to City the services of an Emergency Services Coordinator ("ESC services") as described in Exhibit A and Attachment 1.
3. City shall pay County for these ESC services as stated in Exhibit B.
4. Either party may terminate this Agreement without cause upon 90 days' written notice to the other party. The Agreement may be terminated with cause upon 30 days' written notice to the other party. County shall be entitled to receive compensation for all properly provided services rendered prior to termination.
5. If City does not appropriate funds in its budget for payment, City shall immediately notify County in writing that such funds are not forthcoming. Such notice shall be deemed to be cause for termination by County or City. County shall nevertheless be entitled to payment for properly provided services rendered prior to termination.
6. At all times during performance of this Agreement, County shall maintain insurance or self-insurance reasonable and appropriate for a public entity the size of County.
7. County shall defend, indemnify and hold harmless City, its departments, agencies, districts, officials, officers and employees from any liability, claim, damage or action based or asserted upon any act or omission of County relating to this Agreement, including but not limited to property damage, personal injury or death. City shall defend, indemnify and hold harmless the County, its departments, agencies, districts, officials, officers and employees from any liability, claim, damage or action based or asserted upon any act or omission of City relating to this Agreement, including but not limited to property damage, personal injury or death.

8. County shall maintain and keep records related to the ESC services in accordance with applicable County standards. In addition to their rights under applicable law, City and its employees and agents shall have the right to review and audit such records during County's normal business hours upon request and reasonable advance notice by City.
9. This Agreement is entered into and shall be performed in Riverside County and shall be governed by and construed in accordance with the laws of the State of California.
10. This Agreement shall be administered by the Director of EMD or designee on behalf of County, and by City Manager or his or her designee on behalf of City.
11. Notices issued pursuant to this Agreement shall be sent via U.S. Mail to the following:

To County:	To City:
Emergency Management Department	City of Beaumont
450 E. Alessandro Blvd.	550 E. 6 <sup>th</sup> Street
Riverside, CA 92508	Beaumont, CA 92223
Attn: Operations Manager	Attn: City Manager

12. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA," Civ. Code, §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.
13. This Agreement represents the full and final agreement between the parties related to this subject matter; and no prior oral or written agreements shall apply. This Agreement

may be modified or altered only by a written amendment signed by authorized representatives of both parties.

**AGREED:**

County of Riverside

By:   
Bruce Barton, Director  
Emergency Management Department

Dated: 10/14/2021

City of Beaumont

By:   
Name: Mike Lara  
Title: Mayor

Dated: 08/17/21

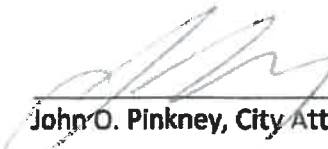
**ATTEST:**

By:   
Steven Mehlman, City Clerk

FORM APPROVED COUNTY COUNSEL

BY:  10/13/2021  
MELISSA R. CUSHMAN DATE

**APPROVED AS TO FORM:**

By:   
John O. Pinkney, City Attorney

may be modified or altered only by a written amendment signed by authorized representatives of both parties.

**AGREED:**

County of Riverside

By: \_\_\_\_\_  
Bruce Barton, Director  
Emergency Management Department

Dated: \_\_\_\_\_

City of Beaumont

By:   
Name: Mike Lara  
Title: Mayor

Dated: \_\_\_\_\_

**ATTEST:**

By:   
Steven Mehlman, City Clerk

**APPROVED AS TO FORM:**

By:   
John O. Pinkney, City Attorney

**EXHIBIT A**  
**SCOPE OF EMERGENCY SERVICES**

1. **Level of Service:** County shall provide emergency services utilizing the designated Service Level of an Emergency Services Coordinator ("ESC"), to be provided by County for City. Services to be provided shall vary based on the Service Level Option chosen by the City, as outlined in Attachment A, and identified in Exhibit B, Payment Provisions. Services include the following:
  - 1.1 **Comprehensive emergency management program:** The ESC will coordinate a comprehensive program with the overall mission of serving the public in order to effectively support and recover from a major emergency or disaster, utilizing all standards and applicable laws and regulations within the discipline of emergency management.
  - 1.2 **Point of contact:** The ESC is the City emergency management point of contact and will be responsible for the coordination with all City personnel and departments and represent the City at all meetings, events, functions, etc., as required.
  - 1.3 **Collaboration:** The ESC will partner with all local, county, state and federal government agencies, special districts, the private sector, community entities, volunteer, and non-profit organizations as necessary in all phases of emergency management.
  - 1.4 **Service to Public:** The ESC will provide service to the public on matters covered in this Agreement consistent with established policies and procedures that promote courteous, efficient service, and good public relations.
  
2. **Primary Responsibilities:** The ESC will coordinate all activities to address the four phases of emergency management (Refer to Attachment 1 for detailed levels of service).
  - 2.1 **Mitigation Phase:** Identification and assessment of hazards, risks, threats using proven mitigation methodologies
  - 2.2 **Preparedness Phase:**



- 2.2.1 Plan Development/Maintenance
- 2.2.2 Grants Management
- 2.2.3 Community Outreach/Education
- 2.2.4 Training
- 2.2.5 Exercise Development/Execution
- 2.2.6 Emergency Operations Center ("EOC") Readiness
- 2.2.7 Volunteer Management

2.3 Response Phase:

- 2.3.1 Emergency Response
- 2.3.2 Incident Level Based Response Protocols as delineated in Section 6

2.4 Recovery Phase:

- 2.4.1 Short Term Recovery
- 2.4.2 Long Term Recovery

3. Provision of Supervision: Supervision over the rendition of services, the standards of performance, the discipline of personnel, and other matters incidental to the performance of such services and the control of personnel so employed shall remain with County. However, City reserves the right to request, in writing, the replacement of any personnel for cause.
4. Provision of Equipment: For the purpose of performing said services, and to ensure standardization of required equipment, County shall furnish and supply standard equipment and supplies at no cost to the City. Any additional equipment required by City will be acquired at City's expense.
  - 4.1 Response Vehicle: County shall provide the response vehicle, according to County specifications, and shall provide fuel and maintain said vehicle. The vehicle will be utilized as a take home vehicle for response capabilities according to County policy.
5. Office Space and Furniture:
  - 5.1 If available, City shall provide office space, office equipment/ supplies and furniture necessary for the ESC to perform their job duties.
  - 5.2 ESC headquarters will be at either County EOC in Riverside or Alternate County EOC in Indio.

6. ESC Availability:
- 6.1 Day-to-Day: The assigned ESC will be available to the City based on the contracted level of service as indicated in Exhibit B and according to a pre-arranged schedule approved by City.
- 6.2 Local Incident - Affecting One City: If an incident occurs in one of the contracted cities, the assigned ESC will respond to that affected city and will notify cities of the response.
- 6.3 Local Incident, Regional or Catastrophic Event - Affecting Contracted Cities: If a local incident, regional or catastrophic event occurs during which multiple contracted cities are affected, the ESC or the EMO Emergency Services Division Manager will contact the city liaisons to make the determination to which city the ESC should respond, based on the following criteria:
- 6.3.1 The severity of the incident or event
  - 6.3.2 Which city has the greater threat
  - 6.3.3 The current location of the assigned ESC
  - 6.3.4 The availability of additional EMO staff to respond
- 6.4 Duty Officer Rotation: City agrees for ESC to serve in the EMO Duty Officer rotation.
- 6.5 Vacation/Sick Leave: EMD Duty Chief, Duty Officer or supervisor will be on call and available to respond when the dedicated ESC is on scheduled or unscheduled leave.
- 6.6 Overtime/Extraordinary Costs: City agrees that overtime and extraordinary costs for incidents within the exclusive jurisdiction of the City are not included in the annual rate.
- 6.6.1 Overtime shall mean any request by City to attend city council meeting, community meetings or any official city business outside of normal business hours (after 5:00 pm M-F and weekends).
  - 6.6.2 Extraordinary costs shall mean any reasonable, actual, and out of pocket costs associated with an emergency incident within the City's jurisdiction.

**EXHIBIT B  
PAYMENT PROVISIONS**

City shall compensate County for Emergency Services Coordinator ("ESC") services on a quarterly basis as set forth below.

**1. Summary of Compensation for Emergency Services Coordinator Services:**

1.1 The following chart summarizes the annual rates to be charged by County for services pursuant to this Agreement (refer to Attachment 1 for details). The City's selected option is indicated:

Option ("X")	Item Description	Quarter 1 Jul-Sept	Quarter 2 Oct-Dec	Quarter 3 Jan-Mar	Quarter 4 Apr-Jun	Total
	Option A: Base Services	\$5,000	\$5,000	\$5,000	\$5,000	\$20,000
	Option 8: ESC Services Shared (City Pop < 50,000)	\$11,250	\$11,250	\$11,250	\$11,250	\$45,000
	Option B: ESC Services Shared (City Pop > 50,000)	\$16,250	\$16,250	\$16,250	\$16,250	\$65,000
	Option C: 50% Dedicated	\$20,000	\$20,000	\$20,000	\$20,000	\$80,000
<b>X</b>	Option D: 100% Dedicated	\$40,000	\$40,000	\$40,000	\$40,000	\$160,000

1.2 The compensation payable to County for all services as set forth in this Agreement for the period commencing on or after July 1, 2021, and running through June 30, 2024, is four-hundred-eighty-thousand-dollars (\$480,000).

2. **Overtime or Extraordinary Costs:** Any overtime or extraordinary costs as defined in Exhibit A are not included in the established rate. The rate for overtime/extraordinary cost is calculated at 1.5 x the EMD Staff's current employee rate and must be approved in advance by the city's authorized agent.

3. **Invoicing:** The County will invoice the City at the end of each quarter. The payment is due by the 20<sup>th</sup> of the following month as follows:

- a. Quarter 1 (July 1 - September 30) - due October 20<sup>th</sup>
- b. Quarter 2 (October 1 - December 31) - due January 20<sup>th</sup>
- c. Quarter 3 (January 1 - March 31) - due April 20<sup>th</sup>
- d. Quarter 4 (April 1 - June 30) - due July 20<sup>th</sup>

Attachment 1

SERVICE LEVEL OPTIONS:	None	A	B	C	D
PHASE & SERVICE PROVIDED		BASE SERVICES	SHARED SERVICES	0.5 ESC SERVICES	1.0 ESC SERVICES
<b>MITIGATION PHASE</b>					
<b>GRANTS</b>					
Support & Guidance Management	X	X	X	X	X
				X	X
<b>PREPAREDNESS PHASE</b>					
<b>CA EMERGENCY SERVICES ACT COMPLIANCE</b>					
Emergency Organization Coordination				X	X
Annual Disaster Council Meetings				X	X
Disaster Ordinance Review/Update				X	X
Operational Area Agreement Review/Update				X	X
Disaster Service Workers Volunteer Program				X	X
Mutual Aid Agreement Review/Update				X	X
<b>COMMUNITY OUTREACH</b>					
Events			X	X	X
Presentations			X	X	X
<b>EMERGENCY OPERATIONS PLAN</b>					
Provide Template	X	X	X	X	X
Administrative Planning Support & Guidance		X	X	X	X
Plan Development			X	X	X
Periodic Review/Update				X	X
Staff Report & Resolution					X
Departmental Coordination					X
<b>LOCAL HAZARD MITIGATION PLAN</b>					
Provide Template	X	X	X	X	X
Administrative Planning Support & Guidance		X	X	X	X
Plan Development			X	X	X
Periodic Review/Update				X	X
Staff Report & Resolution					X
Departmental Coordination					X
<b>MEDICAL HEALTH PLANNING</b>					
Provide Template	X	X	X	X	X
Administrative Planning Support & Guidance		X	X	X	X
Plan Development			X	X	X
Periodic Review/Update				X	X
Departmental Coordination					X
<b>DISASTER RECOVERY PLAN</b>					
Provide Template	X	X	X	X	X
Administrative Planning Support & Guidance		X	X	X	X
Plan Development			X	X	X
Periodic Review/Update				X	X
Staff Report & Resolution					X
Departmental Coordination					X
<b>SITUATIONAL AWARENESS &amp; COMMON OPERATING PICTURE</b>					
Provide Template	X	X	X	X	X

**Attachment 1**

<b>SERVICE LEVEL OPTIONS:</b>	<b>None</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
<b>PHASE &amp; SERVICE PROVIDED</b>		<b>BASE SERVICES</b>	<b>SHARED SERVICES</b>	<b>0.5 ESC SERVICES</b>	<b>1.0 ESC SERVICES</b>
Administrative Planning Support & Guidance		X	X	X	X
Plan Development			X	X	X
Periodic Review/Update				X	X
Departmental Coordination					X
<b>CONCEPT OF OPERATIONS &amp; CONTINUITY OF GOVERNMENT</b>					
Provide Template	X	X	X	X	X
Administrative Planning Support & Guidance		X	X	X	X
Plan Development			X	X	X
Periodic Review/Update				X	X
Staff Report & Resolution					X
Departmental Coordination					X
<b>MASS CARE &amp; SHELTER</b>					
Provide Template	X	X	X	X	X
Administrative Planning Support & Guidance		X	X	X	X
Plan Development			X	X	X
Periodic Review/Update				X	X
Departmental Coordination					X
<b>TRAINING &amp; EXERCISE PLAN</b>					
Provide Template	X	X	X	X	X
Administrative Planning Support & Guidance		X	X	X	X
Plan Development			X	X	X
Periodic Review/Update				X	X
Departmental Coordination					X
<b>TRAINING</b>					
<b>SEMS/NIMS</b>					
Regional	X	X	X	X	X
In House			X	X	X
<b>WebEOC</b>					
Regional	X	X	X	X	X
In House				X	X
<b>Alert &amp; Warning</b>					
Regional	X	X	X	X	X
In House				X	X
<b>EOC Section-/Postion-Specific</b>					
Regional	X	X	X	X	X
In House				X	X
<b>EOC Action Plan</b>					
Regional	X	X	X	X	X
In House				X	X
<b>EXERCISES</b>					
Regional	X	X	X	X	X
In-House				X	X

**Attachment 1**

<b>SERVICE LEVEL OPTIONS:</b>	<b>None</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
<b>PHASE &amp; SERVICE PROVIDED</b>		<b>BASE SERVICES</b>	<b>SHARED SERVICES</b>	<b>0.5 ESC SERVICES</b>	<b>1.0 ESC SERVICES</b>
<b>EOC Readiness</b>					
<b>Gap Analysis - Structure &amp; Systems</b>					
Provide Template	X	X	X	X	X
Administrative Planning Support & Guidance		X	X	X	X
Plan Development			X	X	X
Periodic Review/Update				X	X
Departmental Coordination					X
<b>Alert &amp; Warning</b>					
Support	X	X	X	X	X
<b>WebEOC</b>					
Support	X	X	X	X	X
<b>Monthly Systems Check</b>					
Computers				X	X
Video Displays				X	X
Phones				X	X
Radios				X	X
<b>VOLUNTEER MANAGEMENT</b>					
RACES				X	X
Community Emergency Response Teams				X	X
<b>RESPONSE PHASE</b>					
<b>OPERATIONS</b>					
Incident Response	*	*	X	X	X
Liaison - State & Federal Partners	X	X	X	X	X
<b>RECOVERY PHASE</b>					
<b>OPERATIONS</b>					
Incident Recovery Response	**	**	X	X	X
Liaison - State & Federal Partners	X	X	X	X	X
<b>COORDINATION</b>					
Preliminary Damage Assessment	X	X	X	X	X
Applicant Briefing	X	X	X	X	X
Meetings			X	X	X
Submittal				X	X
Tracking				X	X
Close-Out				X	X

\* Assistance By Hire

\*\* Dependent upon availability






# City of Beaumont - Emergency Services Coordinator 8-10-21

Final Audit Report

2021-08-11

Created:	2021-08-11
By:	Terri Livingston (tlivingston@beaumontusd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYKxscy6PfVqWolBhSKxA9I-4nGq2HVfl

## "City of Beaumont - Emergency Services Coordinator 8-10-21" History

-  Document created by Terri Livingston (tlivingston@beaumontusd.k12.ca.us)  
2021-08-11 - 3:38:12 PM GMT- IP address: 76.81.135.98
-  Document emailed to Penni Harbauer (pharbauer@beaumontusd.k12.ca.us) for signature  
2021-08-11 - 3:39:12 PM GMT
-  Email viewed by Penni Harbauer (pharbauer@beaumontusd.k12.ca.us)  
2021-08-11 - 4:35:25 PM GMT- IP address: 66.249.84.2
-  Document e-signed by Penni Harbauer (pharbauer@beaumontusd.k12.ca.us)  
Signature Date: 2021-08-11 - 4:35:42 PM GMT - Time Source: server- IP address: 76.81.135.98
-  Agreement completed.  
2021-08-11 - 4:35:42 PM GMT



POWERED BY  
Adobe Sign



## Staff Report

**TO:** City Council  
**FROM:** Doug Story, Community Services Director  
**DATE** May 2, 2023  
**SUBJECT:** Consider Adopting a Resolution Waiving the Facility Use and Staff Fees at the Albert A. Chatigny Sr. Community Recreation Center (CRC) for Beaumont-Cherry Valley Rotary Club Cherries Jubilee Event

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**Description** Consideration to waive building rental and staff fees for the 2023 Cherries Jubilee hosted by the Beaumont-Cherry Valley Rotary Club.

### **Background and Analysis:**

The Rotary Club of Beaumont-Cherry Valley has submitted a request for consideration of waiving facility and staff fees for their annual Cherries Jubilee fundraiser to be held at the Chatigny Community Recreation Center (CRC) on Thursday, May 11, 2023.

Beaumont-Cherry Valley Rotary is a nonprofit community organization serving the Beaumont community for 65 years. The annual Cherries Jubilee is a community event, hosted by Beaumont-Cherry Valley Rotary, that raises funds to be awarded in the form of scholarships to graduating seniors in the Beaumont community. Eligible students have shown their dedication to the community through volunteering in the City's annual Community Clean Up, Arbor Day tree planting, Senior Thanksgiving dinner, food bank fundraising, and partnering with other non-profits organizations such as Winter Wish.

Beaumont-Cherry Valley Rotary is requesting a fee waiver in the amount of \$840 for the use of the Albert A. Chatigny Sr. Community Recreation Center (CRC) for the Cherries Jubilee event. All proceeds from ticket sales and gift basket raffles at the event will be given as scholarships.

### **Fiscal Impact:**

The total amount of facility use fees requested to be waived for the annual Cherries Jubilee fundraising event is \$840 of which \$500 is for the deposit.

The estimated cost to prepare this report is \$95.



**Recommended Action:**

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

**Attachments:**

- A. Resolution
- B. Facility Use Application
- C. Fee Waiver Request

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF BEAUMONT AUTHORIZING  
THE WAIVER OF ONE TIME USE FACILITY USE AND STAFF  
FEES AT THE CHATIGNY COMMUNITY RECREATION CENTER  
(CRC) FOR BEAUMONT-CHERRY VALLEY ROTARY CLUB**

WHEREAS, Beaumont-Cherry Valley Rotary is a non-profit community organization that provides volunteer service to the community of Beaumont; and

WHEREAS, Beaumont-Cherry Valley Rotary provides scholarships to students who serve the community through volunteering for various activities and events; and

WHEREAS, Beaumont-Cherry Valley Rotary need a space to hold their annual Cherries Jubilee and has requested a fee waiver for the facility use and staff fees; and

WHEREAS, the City Council desires to waive facility use fees for Beaumont-Cherry Valley Rotary as it serves a public interest.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Beaumont does authorize a fee waiver of facility use fees for Beaumont-Cherry Valley Rotary's use of the Chatigny Community Recreation Center on Thursday, May 11, 2023, and finds that the fee waiver serves a valid public purpose in that the fee waiver will support the betterment of residents and youth within the Beaumont community.

**MOVED, PASSED AND ADOPTED** this \_\_\_day of May, 2023.

AYES:

NOES:

ABSTAIN:

ABSENT:

By: \_\_\_\_\_  
Julio Martinez III, Mayor

ATTEST:

Elaine Morgan

CITY CLERK

By: \_\_\_\_\_

CKC Gym  
May 11, 23



**PARKS AND RECREATION**  
CITY OF BEAUMONT

## FACILITIES USE AGREEMENT

### GENERAL INFORMATION

Name Susan Aguilar-Martinez  
Address 1135 San Lavender Ln City Beaumont TX Zip 92223  
Phone 409-263-0419 Email susanaguilarmartinez@yahoo.com

### FACILITIES USE AGREEMENT

ALL PERSONS UTILIZING CITY FACILITIES SHALL ABIDE BY ALL CITY RULES AND ORDINANCES INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (PLEASE INITIAL TO ACCEPT TERMS BELOW)

SAU Applicant is responsible for leaving facilities in the same conditions as received: for cleanliness; and turning off all utilities.

SAU It is understood and agreed that the applicant shall be solely responsible for the activities conducted by it or subject to its controls, and applicant agrees to and does here hold the City harmless from any and all liability or alleged liability arising out of, or in any way related to, the activities by said applicant: and in the event suit is brought arising out of any such activities, applicant will defend the City and pay any and all attorney fees and Court cost incurred in such suit.

SAU Night and weekend use of the Beaumont Facilities will be by special arrangement only, with additional payment required for a city employee to be present in the building for the full length of your use. All reservations must be made at least 30 days in advance.

SAU There will be a charge of \$20.00 per hour of use for a city employee to open the building, be present during your activity and to close the building when your activity is finished. THIS EMPLOYEE IS NOT RESPONSIBLE FOR SET UP OR CLEAN UP.

SAU A cleaning and damage deposit is required. YOUR DEPOSIT IS REQUIRED TO RESERVE YOUR DATE. \$500.00 cleaning deposit which is refundable when the facility is left clean, and no damage occurs. If you do not clean the facility, and there are damages, your deposit will be retained to cover the cost, and you will be liable for any expenses incurred over and above the deposit paid. Cleaning includes the hallway and the restrooms.

SAU All Parties in the City facilities must end at 10:00p.m. There may be no alcohol served after this time. Everyone must be off the premises by 12:00am.

Events at the CRC that use the overflow parking lot at night will be required to rent a light tower for their event. The light must be turned off by 10pm.

SAU Alcohol is not permitted in the Civic Center/CRC facilities unless you have provided proof of security. Security guards must be present entire time alcohol is being served. The number of guards is to be determined by the Beaumont Police Department for Civic Center or CRC. (# of guards on all facility rentals are subject to approval by the Beaumont Police Department). Arrangements may be made with a private security firm. A copy of the contract must be provided to this office. THE GUARD MUST BE LICENSED, BONDED, IN UNIFORM AND HAS NO ASSOCIATION WITH THE PARTY.


SAM Special arrangements can be made to sell alcohol in the Civic Center for nonprofit agencies with approval from the Community Service Department and /or the Chief of Police. **ALCOHOL IS NOT ALLOWED FOR PARTIES OF UNDER AGED PERSON(S) (21 & OLDER ONLY).**

SAM If you plan to sell drinks, a one-day permit is required from ABC. You must first contact the Police Department for a letter to the ABC to obtain a permit. NOTE: ABC will not issue a permit to a private party, only nonprofit service clubs or organizations.

SAM The city has 150 – 200 metal fold-out chairs, and 25 6-foot tables. These are available free of charge. If additional are needed, you will need to rent them from another organization.

SAM Should the applicant desire to cancel the facility reservation, notification of the cancellation must be received no later than two weeks prior to the scheduled event. Should cancellation notice not be received by this time limit, a \$100.00 cancellation fee will be charged and taken from the deposit paid.

**By signing you are stating you have read and are complying by all rules of the ordinance.**

Signature:  Date: 2/21/2023

Location:

CHATIGNY REC CENTER       CIVIC CENTER      Room(s) number: \_\_\_\_\_

PARKING LOT ONLY

Date(s) of Use: Thursday 05/11/2023      Period of use:  One Time     Weekly     Monthly

Other: \_\_\_\_\_

Open Building: 3:00 am/pm    Close Building: 8:00 am/pm

Starting Time: 5:00 am/pm    Ending Time: 7:30 am/pm

Equipment Needed for Meeting/Usage:  Chairs     Tables     Other: \_\_\_\_\_

Name of Organization/Group: Beaumont - Cherry Valley Rotary Club

Purpose of Meeting/Usage: Cherries Jubilee Scholarship Fundraiser

Expected Attendance: 150      Open to the Public?  Yes     No

*\*\*The City reserves the right to revoke this permit at any time\*\**

## RENTAL RATES

CATEGORY:	1	2	3	4
Auditorium/gym	N/A	N/A	\$120.00	\$220.00 First 2 hours
\$500.00 Deposit	N/A	N/A	\$40.00	\$100.00 Extra hours
Meeting Rooms	N/A	N/A	\$50.00	\$100.00 First 2 hours
\$45.00 Deposit	N/A	N/A	\$15.00	\$40.00 Extra hours
Staff Fee per Hour:	TBD	\$20 PER HR	\$20 PER HR	\$20 PER HR

**CATEGORIES**

1. City sponsored activities and use by departments and divisions of the City of Beaumont.
2. Local schools.
3. Civic groups; non-profit organizations, clubs, associations; other governmental agencies.
4. Wedding, receptions, and private parties. Commercially sponsored activities; use by business, groups, associations, or individuals for any type of profit-making activity or event.

**CITY OF BEAUMONT FACILITY REQUEST  
WORK OUT FORM**

LOCATION ORC FACILITY Gym

FIRST 2 HRS \$ 120 (2)  
 ADD. HRS \$ 120 (3)  
 STAFF FEES \$ 100. (5)  
 SUB TOTAL \$ 340.00  
 DEPOSIT \$ 500.00  
 TOTAL \$ 840.00

\*THIS IS ONLY A WORK SHEET AND DOES NOT RENT FACILITY\*  
 \*RATES ARE SUBJECT TO CHANGE, BEFORE PERMIT IS SIGNED\*

5 hrs.

Please return signed and completed application to the  
**BEAUMONT PARKS AND RECREATION DEPARTMENT**

1310 Oak Valley Parkway, Beaumont, Ca 92223

(951) 769-8524 | [Parks@BeaumontCa.gov](mailto:Parks@BeaumontCa.gov) | [BeaumontCa.gov](http://BeaumontCa.gov)

Staff approval signature: [Signature] Entered in Recdesk date: 2-23-23

Date: April 17, 2023

City Council Members,

The Rotary Club of Beaumont Cherry Valley will be hosting its annual Cherries Jubilee at the Chatigny Senior Community Center, on Thursday, May 11<sup>th</sup> from 4pm to 7pm.

The event together with the help of the community, volunteer's and the local business community raises funds to awarded in the form of scholarships to graduating seniors in our local Beaumont community. The criteria for students to be considered and awarded a scholarship at our event is based on their hours of serving the community in various activities such as city clean up, serving and assisting our senior community, raising funds for food banks, and partnering and assisting other non-profit organizations such as Winter Wish to name a few.

One hundred percent of the monies raised through the generous donations of gift baskets from local businesses and individuals will go towards scholarships.

The Rotary Club of Beaumont Cherry Valley is a 501 C 3, non-profit organization with our motto being Service Above Self. Our club and its members have been serving the Beaumont community for 66 years and hosting the Cherries Jubilee event for 37 years.

We are requesting that the fee's for the use of the Chatigny Center be waived so that we can maximize the success of our event and recognize our youth as they take the next steps in continuing their education and continue to impact our community and the world as outstanding citizens.

As a member of the Beaumont Cherry Valley Club and past president I want to take this opportunity to thank you for taking our request into consideration and thank you for your time and service to the City of Beaumont.

Sincerely  
Susan Aguilar-Martinez  
Beaumont Cherry Valley Club Past President

*P.O. Box 3006, Beaumont, CA 92223  
501 ( C ) 3 EIN 33-0779776*



## Staff Report

**TO:** City Council  
**FROM:** Christina Taylor, Deputy City Manager  
**DATE:** May 2, 2023  
**SUBJECT:** Legislative Visit to Sacramento

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**Description** Summary of City legislative visit to Sacramento in conjunction with CalCities.

### **Background and Analysis:**

April 11, 2023 through April 13, 2023, Mayor Martinez, Mayor Pro Temp Fenn, Deputy City Manager Taylor and General Manager of Utilities Van Belle made a trip to Sacramento in conjunction with CalCities, in an effort to meet with legislators, State departments and other regional stakeholders to discuss City and regional issues, and the need for support and funding. The information below is a summary of the meetings held:

#### Wednesday meetings:

10:00am Senator Bogh: City met with Senator Bogh, provided her copies of the Capital Improvement Project brochure, transportation project sheet, PLUS Policy and Pass Area Mobility Projects sheet (which she was familiar with). General Manager of Utilities Van Belle provided the Senator an update on what is happening at the Wastewater Treatment Plant and what we were going to discuss with the Division of Water Rights later that day. We also discussed AB1000 (Reyes) in the context of local control and the City's PLUS policy. The Senator asked about CalTrans and relayed that she had had a meeting with CalTrans the day before regarding the Pass Area and specifically the challenges Beaumont has had. We thanked her for the assistance and let her know we had a meeting with CalTrans on Thursday. As always, she offered her assistance with anything we may need. We thanked her for her support and attention to the district and Beaumont.

11:30am Senator Roth: (League sponsored meeting) City of Beaumont and the City of Moreno Valley Mayor met with Senator Roth and discussed a variety of issues in our area including logistics, infrastructure, mental health and homelessness and Public Safety. The Senator was very generous with his time and information as this was one of



the longer and more intimate meetings we held. He provided a lot of insight into how he makes decisions and things which are considered throughout the legislative process. We provided the Senator a copy of the City's PLUS policy and talked about local control. Senator Roth acknowledges a "one size fits all" approach does not work. We also talked about the logistics spread eastward from his district in Moreno Valley to Beaumont and the need for continued infrastructure improvements.

2:30pm Division of Water Rights (DWR): City met with staff from DWR to discuss the 1211 process. This was an excellent, informative meeting. General Manager of Utilities Van Belle provided a background on where we were as a City relative to the WWTP and what all the City has done to date. The staff was impressed. The conversation continued into the 1211 process and DWR staff walked us through step by step and answered questions from staff and Mayor/Mayor Pro Temp. We believe this meeting laid a strong foundation for a good working relationship with DWR staff as we work through the 1211 process.

On Wednesday there were a couple other league sponsored events we had slated to attend but since the meeting with Senator Roth and DWR went much longer (and better) than anticipated, we had to adjust the schedule. Mayor, Mayor Pro Temp and DCM attended League networking in the evening.

Thursday Meetings:

Thursday started out with a lockdown at the Capitol and the flex space where elected offices are located so all but two of our meetings were cancelled.

11:00am Assembly Member Wallis: Mayor, Mayor Pro Temp and DCM met with Asm. Wallis. Mayor Pro Temp provided Asm. Wallis the Capital Improvement Plan brochure, Transportation project sheet, PLUS Policy and Pass Area Mobility projects sheet. We talked a lot about what is going on in the City, shared the train story from last June, explained the issues we have with CalTrans and gave him a general overview of what is happening in the City and Pass Area in General. We talked about Asm. Wallis ground water recharge bill and AB1000 (Reyes) in the context of local control and the PLUS Policy. Asm. Wallis is supportive of local control. We thanked Asm. Wallis for his letters of support for our Federal funding requests. We asked if he was going to be accepting funding requests for district projects. Asm. Wallis indicated he would be happy to submit requests they just don't know if there is going to be any funding available.

2:30pm CalTrans: Meeting with CalTrans was set up by Townsend. Mayor, Mayor Pro Temp, DCM and Townsend representatives attended the meeting with the CalTrans Assistant Director of Legislative Affairs, Danny Yost. On Zoom were 7 staff members from District 8. Mr. Yost started the meeting by stating they have heard from Senator

Bogh about the issues in District 8 and specifically the pass area. DCM Taylor highlighted the issues the City faces with communication and responsiveness from District 8 on both public projects and private land development. DCM also stated the need for the Pass Area to “be on the radar” with CalTrans instead of all of the resources being diverted the larger areas (Temecula or Corona). Mayor expressed the need for CalTrans to communicate better with cities and residents, so that they are aware of what is happening in the area. Mayor Pro Temp expressed the importance of projects in the region such as the need for grade separation and interchange projects being completed. We also discussed the regional impacts Beaumont experiences due to being the location where I-10/SR60/SR79 all come together and how the Hemet/San Jacinto commuters (and others) add to our traffic burden and strain the infrastructure. The meeting ended with a commitment from CalTrans to work with us and improve communication. We were also given a point of contact to assist with anything we need.

**Fiscal Impact:**

The cost to attend the trip was approximately \$4,500 total.

**Recommended Action:**

Receive and file.



## Staff Report

**TO:** City Council  
**FROM:** Jeff Hart, Public Works Director  
**DATE:** May 2, 2023  
**SUBJECT:** Encroachment Agreement with Flock Group, Inc. for Vehicle Monitoring in the Public Right-of-Way

---

**Description** Installation and maintenance of camera, radio transmission and other equipment as directed by Beaumont Police Department.

### **Background and Analysis:**

On July 29, 2020, the City entered into Data Sharing Agreement (DSA) with Flock Group, Inc. (Flock). Flock offers a software and hardware solution for automatic license plate detection through Flock's technology platform (Flock Service), and upon detection, the Flock Service creates images and recordings of vehicles which can be reviewed by the Beaumont Police Department.

The DSA limited the installation of Flock technology to the public right-of-way within the boundaries of the Sundance Homeowners Association (HOA) community. The Beaumont Police Department has expressed interest in installing Flock technology in key areas throughout the City.

The proposed encroachment agreement (Agreement) will allow for the installation and maintenance of camera, radio transmission, and other equipment within the public right-of-way, throughout the City, as directed by the Beaumont Police Department.

The following provisions are included in the proposed agreement:

- The term of this Agreement is ten (10) years;
- Flock shall obtain an encroachment permit for any work within the City's right-of-way subject to the provisions of City's policies, procedures, and rules;
- Flock shall not interfere in any manner with the existence and operation of any and all public and private right-of-way, utility, and municipal property without the approval of the owner(s), except as permitted by applicable laws or the agreement;

- Flock facilities shall be maintained in good and safe condition to the satisfaction of the City;
- Flock shall remove or relocate facilities, at its expense, if deemed necessary by any City maintenance, construction project, or facilities operation; and
- Flock indemnifies the City against any claims, demands, losses, damages, and all costs and cleanup actions of any kind.

The Police Department has proposed an additional 10 Flock cameras to be purchased and installed in major ingress/ egress areas of the City within the FY23/24 budget. Flock technology is a resource multiplier in that the cameras can scan, analyze, and transmit vehicle data to the communications center automatically. This does not require additional time from the Dispatchers unless a stolen or wanted vehicle is detected.

**Fiscal Impact:**

The cost of preparing the staff report is estimated to be \$1,000. There is no cost associated with the approval of the Agreement.

The cost to purchase and install Flock technology would be paid through the Information Technology budget.

The City currently has two Flock cameras which were installed for specific monitoring in the industrial/ undeveloped area of the City but are now needed in a more developed area of the City. Each Flock camera costs \$2,500.00 for a total of \$5,000.00 annually.

**Recommended Action:**

Approve the encroachment agreement for the installation of Flock technology with Flock Group, Inc. within the public right-of-way.

**Attachments:**

- A. Encroachment Agreement (Flock)

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

This Encroachment Agreement ("Agreement") is dated January 10, 2023 by and between the CITY OF BEAUMONT, a California general law city ("City") and Flock Group, Inc., a Delaware corporation ("Flock").

**RECITALS**

WHEREAS, Flock, is duly organized and existing under the laws of the State of Delaware, and provides a software and hardware solution for automatic license plate detection through Flock's technology platform ("Flock Service");

WHEREAS, City and Flock have entered into that certain Services Agreement, ("Flock Agreement") dated 5/26/2021 whereby Flock is to provide the Flock Services in accordance with the terms of the Flock Agreement for the City; and

WHEREAS, Flock desires to construct, install, and maintain certain cameras, radio transmission and other equipment ("Facilities") within the City's Right of Way (as defined herein) and/or public utility and/or service easements within the City, which work is within the scope of the Flock Services.

NOW, THEREFORE, in consideration of the recitals and the mutual problems contained herein, City and Flock agree as follows:

**A. DEFINITIONS**

1. "City" means the City of Beaumont, a municipal corporation of the State of California, and includes the duly elected or appointed officers, agents, employees, and volunteers of the City of Beaumont, individually or collectively.
2. "Facilities" means cameras. Radio transmission equipment, wires, lines, conduits, cabinets, equipment or facilities, poles, conduits, appliances, pedestals, or other associated hardware, appurtenances, and facilities to be used by Flock to provide the Flock Service to be located by Flock in any Public Right-of-Way of the City — all as described in more detail in any and all Permits.
3. "Laws" means any order, certificate, judicial decision, statute, constitution, ordinance, resolution, rule, tariff, administrative order, or other requirement of any municipality, county, state, federal, or other agency having joint or several jurisdiction over the parties to this Agreement, in effect either at the time of execution of this Agreement or at any time during the location of the Facilities in the Public Right-of-Way including, without limitation, any regulation or order of an official entity or body. A reference to "Laws" shall include, without limitation, any provision of the Beaumont Municipal Code or any other City ordinance or regulation.

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

## **B. LIMITATIONS AND RESTRICTIONS**

1. **Encroachment.** Subject to the provisions of this Agreement and all applicable Laws, City hereby authorizes Flock to encroach upon City’s Public Right-of-Way for the purpose of construction, installation, maintenance, location, movement, operation, placement, protection, reconstruction, reinstallation, relocation, removal, repair and replacement of certain Facilities as described and shown in any applicable Permit, which by this reference is incorporated herein (the “Work”). Flock hereby certifies that the descriptions and drawings submitted to the City to obtain any and all Permits are true, complete and accurate. This permission granted under this Agreement is subject to the terms and conditions set forth in the Code of the City of Beaumont (“Code”) including, but not limited to, **Title 12, Chapter 12.12**, and the acceptance hereof shall evidence Flock’s agreement to all terms and conditions of said Code and the additional conditions contained herein.

2. **Permit.** Flock shall not commence any Work until Flock has first obtained a permit (“Permit”) to do so. Permit applications and must be submitted in accordance with the provisions of City’s policies, procedures, and rules. Fees otherwise required to be paid in connection with the permit applications shall be waived by the City so long as the application is for a permit to provide the Flock Services in accordance with the Flock Agreement.

3. **Dig Alert.** Flock is hereby given notice of existing state law, Sec. 4215 et seq., Chapter 3.1, Division 5, Title 1 of the Government Code, as amended by A.B. 73, effective January 1, 1990, which requires owners of underground facilities to join a regional notification center, e.g., USA, which requires contractors to contact such a regional notification center prior to excavation; requires facility owners to mark their underground facilities when notified; and sets civil penalties for failure to comply therewith. Prior to excavation and construction, Flock shall contact USA to verify the location of existing underground facilities.

4. **Interference.** Except as permitted by applicable Laws or this Agreement, in the performance and exercise of its rights and obligations under this Agreement, Flock shall not interfere in any manner with the existence and operation of any and all public and private rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, overhead and underground electric and telephone wires, electroliers, cable television, and other telecommunications, utility, and municipal property without the approval of the owner(s) of the affected property or properties.

5. **Compliance with Law.** Flock shall comply with all applicable Laws in the exercise and performance of its rights and obligations under this Agreement including, but not limited to, the

Beaumont Municipal Code (“Code”). No repair or construction shall be performed except in accordance with the provisions of the Code pertaining to encroachments. City reserves all of its rights under all Laws.

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

**7. Existing Rights.** This Agreement is made subject to all easements, restrictions, conditions, covenants, encumbrances, and claims of title which may affect the Public Right-of-Way which are in existence or recorded in the public record before the date of this Agreement, and it is understood that Flock shall obtain such permission as may be necessary and consistent with any other existing rights.

**8. No Cost to City.** The construction, installation, operation, maintenance, and removal of said Facilities shall be subject to reasonable approval of the City in such a manner as not to endanger personnel or property, or unreasonably obstruct travel on any road, walk, or other access thereon within said Public Right-of-Way.

**9. Work Standards; Repairs.** The work associated with installing, maintaining, repairing and removing any Facilities shall be done in a good, workman-like and skillful manner, subject to the supervision and reasonable satisfaction of City. Flock’s representative shall be physically present at any construction site at all times that construction or excavation is being conducted under this Agreement. Flock’s work shall comply with all standards imposed by City Law and be conducted with the least possible hindrance or interference to the City Property. Flock agrees to keep the Facilities in good and safe condition and repair and free from any defect, nuisance or other threat to health, safety and welfare, to the reasonable satisfaction of the City. Flock shall be responsible for any damage to City street pavements, existing utilities, curbs, gutters, sidewalks or to any private property or improvements, including but not limited to subsidence, cracking, erosion, collapse, weakening, or loss of lateral support, to the extent attributable to its installation, maintenance, repair or removal of its Facilities in the Public Right-of-Way and shall repair, replace and restore in kind any such damaged facilities at its sole expense and to the satisfaction of City. If Public Right-of-Way to be used by Flock has preexisting installation(s) placed in said Right-of-Way, Flock shall assume the responsibility to verify the location of the preexisting installation and notify City and any third

party of Flock's proposed installation. The cost of any work required of such third party or City to provide adequate space or required clearance to accommodate Flock's installation shall be borne solely by Flock. In the event that the Facilities are located on a pole or other structure that is damaged or destroyed by an unexpected accident or occurrence, Flock agrees, at its sole expense, to reinstall the Facilities on the replacement pole or structure installed by the City or other party. If the pole or structure is the property of Flock, Flock shall perform the entire repair or replacement at its sole cost. If Flock does not perform its repair and replacement obligations hereunder the City may perform such repairs and obtain reimbursement of all costs including staff time from Flock. Alternatively, City may take remedial action without the inclusion of the Facilities and require Flock to do so separately at a later time at its sole cost.

**10. Term and Extension.** The term of this Agreement shall commence as of the Effective Date, and shall continue until the earlier of (a) ten (10) years or (b) until such time as the Flock Agreement is terminated or expires (as may be extended from time to time, the "Term"). Thirty (30) days prior to the expiration of the Term (except in the case of termination pursuant to Article C, either Party may seek to re-negotiate any provision of this Agreement or provide written notice to the other Party of non-renewal of the Agreement. If the Parties are negotiating in good faith but cannot come to agreement prior to expiration of the Term, the Agreement shall expire on its own terms unless the Parties agree to extend the Agreement as currently executed for an additional maximum one hundred eighty (180) days (the "Status Quo Extended Term"). If negotiations are not concluded and the Parties do not come to terms on a new Agreement by the expiration of the Status Quo Extended Term, the Agreement shall expire and be terminated by its own terms.

**11. Removal and Relocation.** Flock shall remove or relocate, without cost or expense to City, any Facilities installed, used, and maintained under this Agreement if and when made necessary by any City required relocation, widening, change of grade or realignment of any street, and/or the construction, maintenance, or operation of any other City underground or aboveground facilities including but not limited to City-owned sewer, storm drain, conduits, streetlamps, traffic signals, gas, water, electric or other utility system, or pipes owned by City or any other public agency. In the event all or any portion of said Public Right-of-Way occupied by said Facilities shall be needed by City, or in the event the existence of said Facilities shall be considered detrimental to City governmental activities, including, but not limited to, interference with City construction projects, or conflicts vertically and/or horizontally with any proposed City installation, Flock shall remove and relocate said Facilities to such other location or locations on said Public Right-of-Way as may be designated by City. Said removal or relocation shall be completed in accordance with applicable law and City ordinances within ninety (90) days of notification by City, unless exigencies dictate a shorter period for removal, relocation and/or abandonment, and such shorter period is stated in the written request (the "RRA Notice Period"). Flock's obligation to move within the RRA Notice Period shall be extended for the period of time Flock is affected by a Force Majeure event (as such term is defined below). The RRA Notice Period shall be no less than thirty (30) days in advance. In the event said Facilities are not removed or relocated within the period of time specified in the



preceding sentence, City may cause the same to be done at the sole expense of Flock, unless Flock is affected by a Force Majeure event. "Force Majeure" means an unforeseen cause beyond a party's control, including but not limited to; any incidence of fire, flood, explosion, war, or embargo; acts of God; commandeering of materials, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

**12. Abandonment.** If any portions of the Facilities covered under this Agreement are no longer used by Flock, or are abandoned for a period in excess of one (1) year, Flock shall notify City and shall either promptly vacate and remove the Facilities at its own expense. When removal or relocation are required under this Agreement, Flock shall, after the removal or relocation of the Facilities, at its own cost, repair and return the Public Right-of-Way or public utility or service easements on which the Facilities were located to a safe and satisfactory condition in accordance with the construction-related conditions and specifications as established by City according to its standard practice. Should Flock remove the Facilities from the Public Right-of-Way, Flock shall, within ten (10) days after such removal, give notice thereof to City specifying the right-of-way affected and the location thereof as well as the date of removal. Before proceeding with removal or relocation work, Flock shall obtain all permits from the City required under its Laws.

**13. Construction Permits.** Flock shall apply for an encroachment permit for all work and each job within the Public Right-of-Way. Flock shall furnish detailed plans and specifications for the work and other such information as required by the City and shall provide all processing, field marking, engineering, and inspection fees prior to issuance of a permit at the expense of City solely as permitted in the Flock Agreement. Said improvements shall be constructed and installed in accordance with the City Law, existing easements and right-of-way grants benefiting other utility companies, and as further provided for in the provisions of this Agreement.

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

**17. Insurance.** Flock shall obtain and maintain at all times during the term of this Agreement comprehensive general and automobile liability insurance protecting Flock in an amount of not less than Two Million Dollars (\$2,000,000) per occurrence, including bodily injury and property damage,

as a combined single limit or equivalent. Such insurance shall include City, as defined above, as additional insured parties, as its or their interest may appear. Coverage shall be in accordance with the limits specified and the provisions indicated herein. Claims made policies are not acceptable. When an umbrella or excess coverage is in effect, it must follow the form of the underlying coverage. Flock shall file the required original Certificate of Insurance with endorsements with City, subject to City's reasonable approval, and shall clearly state the policy number; name of insurance company; name, address and telephone number of the agent or authorized representative; name, address and telephone number of insured; project name and address; policy expiration date; and specific coverage amounts. That any cancellation notice is unqualified as to the acceptance of liability for failure to notify City; and that Flock's insurance is primary. Flock shall obtain and maintain at all times during the term of this Agreement statutory Workers Compensation and employer's liability insurance as required by law but at least in an amount not less than One Hundred Thousand Dollars (\$100,000) and shall furnish City with a certificate showing proof of such coverage. Insurance companies must be admitted or authorized to do business in California and rated at least B+: IX in Best's Insurance Guide. Non-admitted insurance companies will be considered if they are rated at least A-:X in the latest Best's Insurance Guide. Prior to the execution of this Agreement, any deductibles or self-insured retentions must be stated on Certificates of Insurance, and the Certificate of Insurance must be sent to and reasonably approved by the City.

### C. TERMINATION

1. **Termination.** Either Party may terminate this Agreement at any time for cause by delivering thirty (30) days' written notice of said termination to the other Party. Such termination by Flock shall not relieve it of any obligation to the City regarding any existing breach of this Agreement.
2. **Termination for Breach.** This Agreement may be terminated by the City in the event Flock breaches any of its obligations under this Agreement, City notifies Flock of such breach in writing, and Flock fails to fully cure any such breach within thirty (30) days after Flock's receipt of such notice, or, if such cure cannot reasonably be effected within said thirty (30) days, Flock fails to commence such cure within said thirty (30) days period and thereafter diligently continues to cure the default until completion thereof. Each Party shall be entitled to exercise all rights and remedies in the event of a breach, including, in the case of a default and material breach by Flock, the City's right, at its sole discretion, to withhold issuance of any new permits and/or commence enforcement proceedings against Flock pursuant to Title 12, Chapter 12.12.160 of the Beaumont Municipal Code.
3. **Termination for Threat to Public Safety.** Notwithstanding the notice and cure periods set forth in this Agreement, in the event that the City finds that the Facilities pose an imminent threat to the public health, welfare and safety, the City shall so notify Flock in writing and may, without providing Flock an opportunity to cure, take immediate steps to mitigate the threat, including but not limited to removal and/or relocation of the Facilities, the reasonable and documented cost of such work to be borne solely by Flock. The Parties agree to attempt in good faith to work cooperatively

with one another to neutralize and mitigate any threat to public health, welfare and safety caused by or exacerbated by the Facilities.

4. **Post Termination Removal.** Upon Termination for any reason, the City may require Flock to remove the Facilities and restore the City Property according to the requirements of the Permit and the Code.

**D. MISCELLANEOUS**

1. **Assignment.** This Agreement shall not be assigned by Flock without the approval of City, which approval shall not be unreasonably withheld, conditioned, or delayed; provided, however, that Flock may assign the rights granted hereunder to a parent, corporate successor, subsidiary, joint venture partner, limited liability company member, or other affiliate of Flock, now or hereinafter existing, by 30 days advanced notice to City of such assignment.

2. **Entire Agreement.** This Agreement and the Flock Agreement contain the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understanding (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. This Agreement may not be amended except pursuant to a written instrument signed by all parties.

3. **Severability.** If any one or more of the covenants or agreements or portions thereof provided in this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such covenant or covenants, such agreement or agreements, or such portions thereof shall be null and void and shall be deemed separable from the remaining covenants or agreements or portions thereof and shall in no way affect the validity or enforceability of the remaining portions of this agreement.

4. **Third-Party Modifications.** This Agreement shall be subject to such changes or modifications as may be required or authorized by any regulatory commission in the exercise of its lawful jurisdiction.

5. **Notices.** All notices given or which may be given pursuant to this Agreement shall be in writing and transmitted by United States mail or by private delivery systems if followed by United States mail or private delivery systems as follows:

**To City at: City of Beaumont**

**To Flock at: 1170 Howell Mill Road NW, Suite 210, Atlanta GA 30318**

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

“CITY”

THE CITY OF BEAUMONT

By: \_\_\_\_\_

, Mayor

By: \_\_\_\_\_

City Clerk

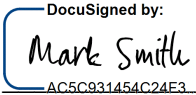
APPROVED AS TO FORM

\_\_\_\_\_

John Pinkney, City Attorney

“FLOCK”

Flock Group, Inc., a Delaware corporation

By:  Mark Smith  
AC5C931454C24E3

Its: General Counsel 1/10/2023



## Staff Report

**TO:** City Council  
**FROM:** Elizabeth Gibbs, City Manager  
**DATE:** May 2, 2023  
**SUBJECT:** Set Time, Date and Place for a Special Workshop to Continue the Discussion of the Fiscal Year 2023-2024 City-Wide Annual Budget

---

**Description** Continuation of the FY 2023/24 City-Wide Annual Budget discussion.

### **Background and Analysis:**

At the direction of City Council at the last Budget Workshop held on April 18, 2023, the meeting was adjourned due to time constraints and to be continued at a later date. Staff is recommending the continued Budget Workshop be held on Tuesday, May 9, 2023, at 5:30 p.m.

### **Fiscal Impact:**

The estimated costs to prepare this staff report is \$75.

### **Recommended Action:**

Set time, date and place of the continued Budget Workshop to be May 9, 2023, at 5:30 p.m. in Council Chambers.



## Staff Report

**TO:** City Council  
**FROM:** Kari Mendoza, Administrative Services Director  
**DATE:** May 2, 2023  
**SUBJECT:** Public Hearing: Fiscal Year 2023/24 – 2025/26 Short Range Transit Plan First Full Draft

---

**Description** Public Hearing for the Fiscal Year 2023/24 – 2025/26 Short Range Transit Plan.

### **Background and Analysis:**

The Riverside County Transportation Commission (RCTC) requires transit operators to submit an annual Short Range Transit Plan (SRTP) to comply with various Federal Transit Administration and California State requirements. This process is necessary to establish the operational and capital budgets for the upcoming fiscal year and to develop plans for subsequent fiscal years. Additionally, proposed service changes are outlined and discussed at this time.

On March 21, 2023, City Council reviewed the first draft of Table 4 for fiscal year 2024 and provided feedback to staff. The narrative presented tonight represents the master plan for the City of Beaumont's transit services and compiles operational and financial data for the upcoming fiscal year.

This plan is staff's recommendation to continue providing sustainable public transit services for the residents of Beaumont and the Pass Area.

Proposed SRTP Highlights:

#### Funding

The City of Beaumont is proposing the following budget as outlined in Table 4

- Local Transportation Funds (LTF) - \$2,656,495
- Measure A - \$169,000
- State Transit Assistance (STA) - \$6,570,000
- Low Carbon Transit Operations Program (LCTOP) - \$323,000

The requested LTF, Measure A, and LCTOP funding will be used to operate the Transit Department including personnel, vehicle maintenance, and fuel costs. The requested

STA funding will be used to fund Capital Improvement Projects including the purchase of new buses, support vehicles, and the bus stop improvement plan.

In addition to the above, fare revenues are anticipated in the amount of \$150,174. In order to encourage the return to the transit system in the post-pandemic environment, the Low Carbon Transportation Operation Program (LCTOP) funding will contribute \$129,149 toward our fare revenues. This funding will provide discounted fares to all passengers for a projected 3 years, or until funding is exhausted. Per RCTC's farebox recovery policy, Measure A funds are also included in the farebox recovery ratio below.

For fiscal year 2024 (FY 2024), the projected farebox recovery ratio is 12.41% of total operating expenses for the non-excluded routes. The only route exclusion for the farebox recovery ratio in FY 2024 is the Casino Express. In the coming years, it is anticipated that RCTC will notify the City of Beaumont of an increased farebox recovery requirement. This is due to Beaumont's population increase in the 2020 Census. The Transportation Development Act of 1971 (TDA) requires operators serving a population of 50,000 or more to meet or exceed a farebox recovery ratio of 20%. If the operator serves both urbanized and non-urbanized areas, the ratio can fall between 10% and 20%. There will be a five-year time frame allowed to meet this new requirement. Staff will continue to take steps toward the requirement and plans for future years will be finalized and submitted upon receipt of the official notice and requirements from RCTC.

#### Planned Service Highlights for FY 2023-2024

Planned services for the next fiscal year include:

- Increase advertising and promotions for the Discounted Fare Promotion (LCTOP).
- Increase community outreach and surveys.
- Incorporate Fare Increase of 25 cents on July 1, 2023, as recommended in the 2020 COA (Comprehensive Operations Analysis).
- Increase Travel Training Program trips.
- Continue to clean and sanitize transit fleet to encourage the return of passengers.
- Adjust the Commuter Route 125 to increase service to Redlands.
- Adjust Route 3 timepoints to better accommodate passenger needs and on time performance.
- Adjust the Route 7 Tripper to expand the service area.
- Adjust the Casino Express to expand the service area.

### Summary

Transit dependent residents of the San Geronio Pass area rely heavily on the public transit system. Beaumont Transit will continue to operate as efficiently and effectively as possible while providing the highest level of customer service to the citizens of Beaumont.

### **Fiscal Impact:**

Transit services are fully funded by various state funding mechanisms, grant resources and local fares. Revenues and expenditures are reported to RCTC monthly and monitored closely to ensure that the operations are in line with the adopted SRTP and within LTF and STA funding limits.

Staff estimates approximately \$480 to prepare this report.

### **Recommended Action:**

Hold a public hearing and adopt the plan with any recommended changes.

### **Attachments:**

- A. Fiscal Year 2023/24 – 2025/26 Short Range Transit Plan.





# BEAUMONT TRANSIT



## SHORT RANGE TRANSIT PLAN FY 2023/24 - 2025/26



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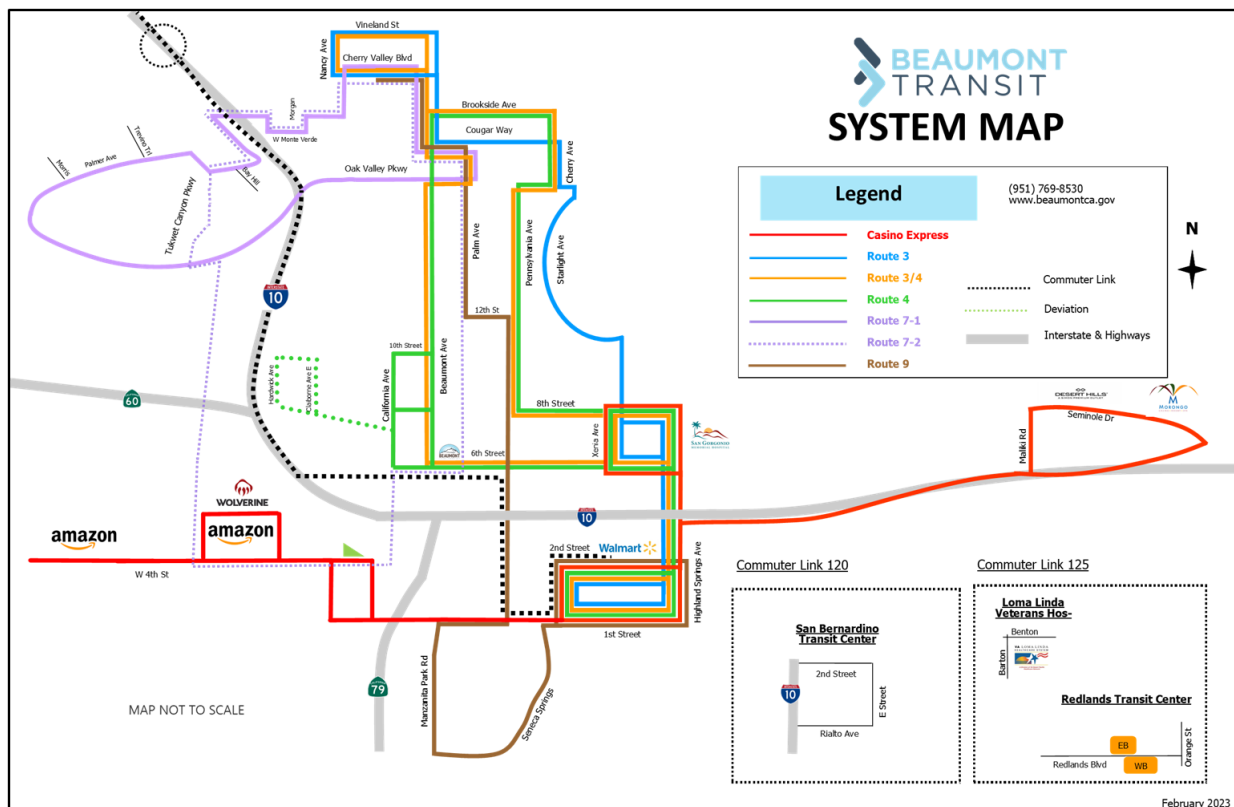
# CHAPTER 1 – SYSTEM OVERVIEW AND SERVICE PROFILE

## 1.1 Description of Service Area

The City of Beaumont’s public transit system services approximately 50 square miles and extends from the City of Beaumont to Redlands, San Bernadino, and parts of unincorporated Riverside County area known as Cherry Valley. Additionally, Beaumont transports passengers to the commercial areas of Cabazon, including Casino Morongo and the Desert Hills Premium Outlet Malls.

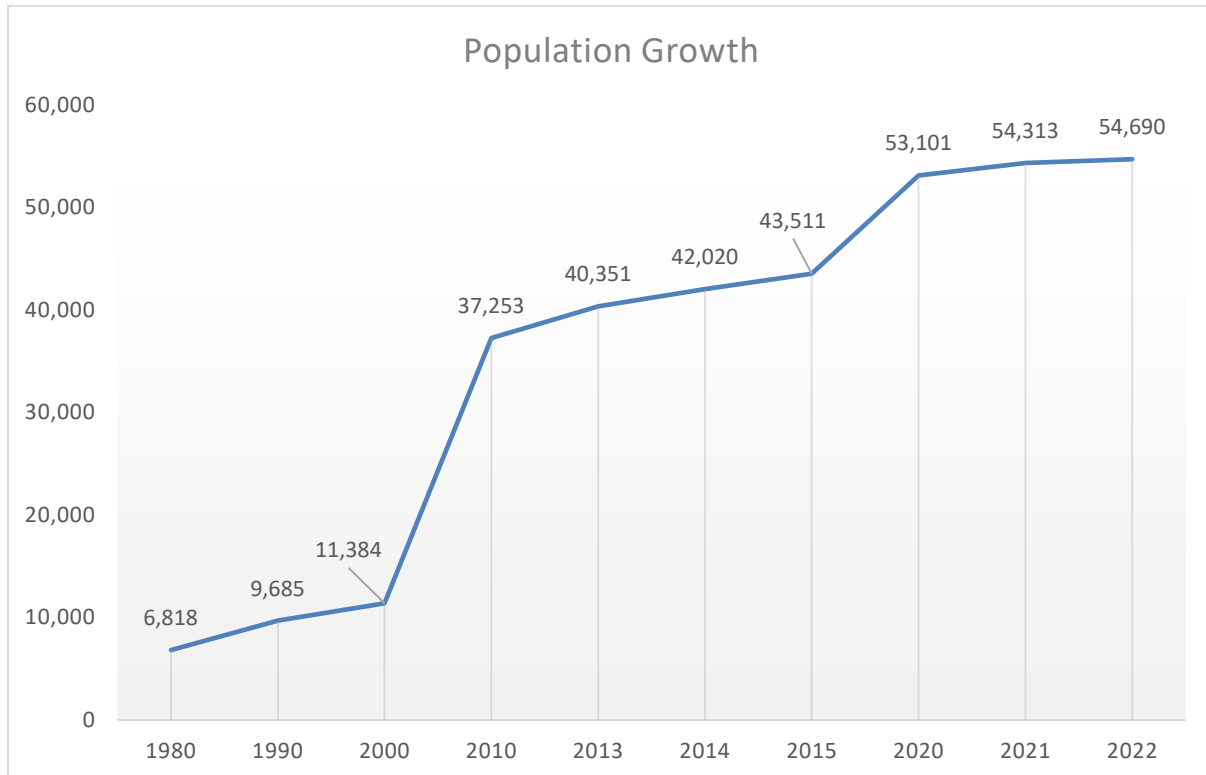
Beaumont is located at the center of three major thoroughfares: Interstate 10, Highway 60, and Highway 79. Beaumont offers fixed route, commuter link, and paratransit services. Passengers can connect at Beaumont Walmart with other regional transit providers including Banning Connect, Riverside Transit Agency (RTA) and Sunline Transit Agency.

Beaumont operates two commuter routes to connect the San Gorgonio Pass Area with San Bernardino County. San Bernardino County destinations include the San Bernardino Transit Center (SBTC), Redlands Transit Center, and the Loma Linda Veterans Administration (VA) Hospital. The SBTC is centrally located within downtown San Bernardino and offers extensive connection possibilities for passengers, including the Metrolink train system, Omnitrans, Victor Valley Transit Agency (VVTA), RTA, and Mountain Transit.



## 1.2 Population Profile and Demographics

According to the most recent report published by the California Department of Finance in January 2022, Beaumont has a population of 54,690 people and is ranked number 162 of 482 cities in California. For multiple years, Beaumont was the fastest growing city in California and Riverside County. In 2022, Beaumont is now ranked number 67<sup>th</sup> fastest growing city in California and the 8<sup>th</sup> fastest growing city in Riverside County. Beaumont has experienced a 0.69% population increase from January 2021 to January 2022<sup>1</sup>.



Beaumont has fourteen (14) schools located within Beaumont Unified School District consisting of seven (7) elementary schools, one (1) K-8 school, two (2) middle schools, three (3) senior high schools, and one (1) charter school. Transportation provided by Beaumont Unified School District was eliminated in 2008 and many families rely on Beaumont’s public transportation system to transport youth passengers to and from school. Beaumont residents under the age of 18 are estimated to account for 31.1% of the city’s population<sup>2</sup>. Ridership reports taken throughout the year show youth passengers make up 60.7% of the total passenger base in Beaumont. Beaumont has three large active adult communities, with another two located in Cherry Valley. Although the median age of residents in Beaumont is 35 years, persons over the age of 65 make

<sup>1</sup> State of California, Department of Finance; <https://dof.ca.gov/forecasting/demographics/estimates-e1/>

<sup>2</sup> 2021 ACS 1-Year Estimates – US Census Bureau  
<https://data.census.gov/table?q=Beaumont+city,+California&g=860XX00US92223&tid=ACSSE2021.K200104>

up 13.5% of the population<sup>3</sup>. The growing population, active adult communities, changing demographics, and 7.0% of the population under the age of 65 with a disability may impact paratransit and fixed route needs.

The mean household income in Beaumont is \$92,797 which is above California's statewide mean household income of \$84,097. However, it also reported that 8.8% of Beaumont families have income below poverty level<sup>4</sup>.

The 2022 United States Census survey reports that 62.5% of Beaumont residents over the age of 16 are actively employed. Of these residents, it is estimated the average commute is 35.1 minutes, which is higher than the state average of 29.5 minutes.<sup>5</sup> It can be concluded that most of Beaumont's labor force works outside of Beaumont and commutes to surrounding areas including Coachella Valley, Western Riverside County as well as San Bernardino County, Orange County and further into Los Angeles County.

In addition, it is estimated that 89% of Beaumont residents over the age of 25 years have at least a high school diploma and approximately 26.5% of the population of Beaumont has a four-year degree or higher. This is below the statewide mean which is approximately 35.3% for four-year degrees or higher<sup>6</sup>.

### **Ridership Demographics**

Ridership surveys were conducted in December 2019 and January 2020, before COVID-19 shutdown, as part of the 2020 Comprehensive Operations Analysis. There were 427 responses. These surveys are invaluable to understanding Beaumont's system and the passengers who ride the service.

A typical rider of Beaumont Transit:

- Pays their fare with cash (72.5%)
- Uses the service to travel to school or work (53.4%)
- Rides five or more days a week (50.4%)
- Lacks access to a personal vehicle (70.5%)
- Is over the age of 25 (70.3%)
- Is a student (37.8%) or employed (28.0%)
- Identifies as Hispanic/Latino (36.4%) or Black/African American (27.3%)
- Lives in a household with an income less than \$29,999 (67.6%)
- Lives in a household of three or less people (52.0%)

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<sup>3</sup> 2021 ACS 1-Year Estimates – US Census Bureau  
<https://data.census.gov/table?q=Beaumont+city,+California&g=860XX00US92223&tid=ACSSE2021.K200104>

<sup>4</sup> United States Census Quick Facts;  
<https://www.census.gov/quickfacts/fact/table/beaumontcitycalifornia,CA/INC110220>

<sup>5</sup> Ibid

<sup>6</sup> Ibid

- Typical Travel does not include connections/transfers (79.7%)

Survey results indicate that a significant portion of Beaumont Transit passengers are dependent on public transportation. Many ride out of necessity and not by choice because of the number of days they ride, their destinations, their income levels, or because they do not have access to a car. In FY 24, Beaumont plans to launch a new survey to evaluate an evolving ridership demographic in the post-pandemic environment.

### 1.3 Services - Fixed Route Services, Paratransit Service, and Regional Express Services

Beaumont Transit operates six days a week. Most services are offered on weekdays with five fixed routes and two commuter links. On Saturday, one fixed route, one commuter link, and paratransit services are in operation.

Limited Service, a Saturday operation schedule, is provided on: Martin Luther King Jr. Day, Presidents’ Day, Columbus Day, Veterans Day, Day after Thanksgiving, Christmas Eve, Day following Christmas, and New Year’s Eve.

Beaumont does not operate on: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. \* Peak Service

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Casino Express	Casino Express	Casino Express	Casino Express	Casino Express	
	Route 3	Route 3	Route 3	Route 3	Route 3	
	Route 4	Route 4	Route 4	Route 4	Route 4	
						Route 3/4
	Route 7*	Route 7*	Route 7*	Route 7*	Route 7*	
	Route 9*	Route 9*	Route 9*	Route 9*	Route 9*	
	Commuter 120	Commuter 120	Commuter 120	Commuter 120	Commuter 120	Commuter 120
	Commuter 125	Commuter 125	Commuter 125	Commuter 125	Commuter 125	

#### Fixed Route

Beaumont operates five weekday fixed routes, two of which are peak service that follow the school district calendar, and one Saturday fixed route.

Fixed Route service hours are:

Monday through Friday	6:15 a.m. to 6:35 p.m.
Saturday	8:00 a.m. to 5:00 p.m.

**Paratransit Services**

Paratransit service, otherwise known as Dial-A-Ride (DAR), is a reservation-based curb to curb service for residents of Beaumont and parts of unincorporated Cherry Valley. Qualified passengers include those who reside 3/4 of a mile from a fixed bus route and are certified under the American with Disabilities Act (ADA).

DAR service hours are:

Monday through Friday      8:00 a.m. to 5:00 p.m.  
 Saturday                              8:00 a.m. to 5:00 p.m.

**Regional Express Bus Service**

Beaumont operates two regional express routes, including Commuter Link (CL) 120 and Commuter Link (CL) 125. CL 120 originates at Beaumont Walmart and provides service to and from Walmart, the Beaumont Civic Center, and San Bernardino Transit Center (SBTC). CL 125 also originates in Beaumont and provides service to and from the Redlands Transit Center and Loma Linda VA Hospital.

Commuter Link service hours are:

Monday through Friday                              5:30 a.m. to 7:00 p.m.  
 Saturday    7:30 a.m. to 5:20 p.m.

<b>Table 1 Description of Routes</b>			
<b>Route</b>	<b>Day(s)</b>	<b>Description</b>	<b>Major Destinations</b>
Casino Express	Weekday	Walmart to Cabazon, and Industrial Beaumont.	Second Street Marketplace, Walmart, Casino Morongo, Cabazon Outlets, (2) Amazon Warehouses, Wolverine Distribution, and Rangel Park.
3	Weekday	Walmart to Cherry Valley via Sundance	Second Street Marketplace, Walmart, San Gorgonio Pass Hospital, Sundance Community, Mountain View Middle School, San Gorgonio Middle School, Community Center, Sports Park, and Beaumont High School.
4	Weekday	Walmart to Downtown and Northern Beaumont	Second Street Marketplace, Walmart, San Gorgonio Pass Hospital, downtown residential areas, Glen View High School, Library, Mountain View Middle School, San Gorgonio Middle School, Community Center, Sports Park, and Beaumont High School. Deviations to Three Rings Ranch are available upon request.
7	Weekday (Peak Service)	Tournament Hills/Fairway Canyon/ Olivewood to Middle	Following the Beaumont School District calendar: Western residential areas to Beaumont High School, Mountain View Middle School, San



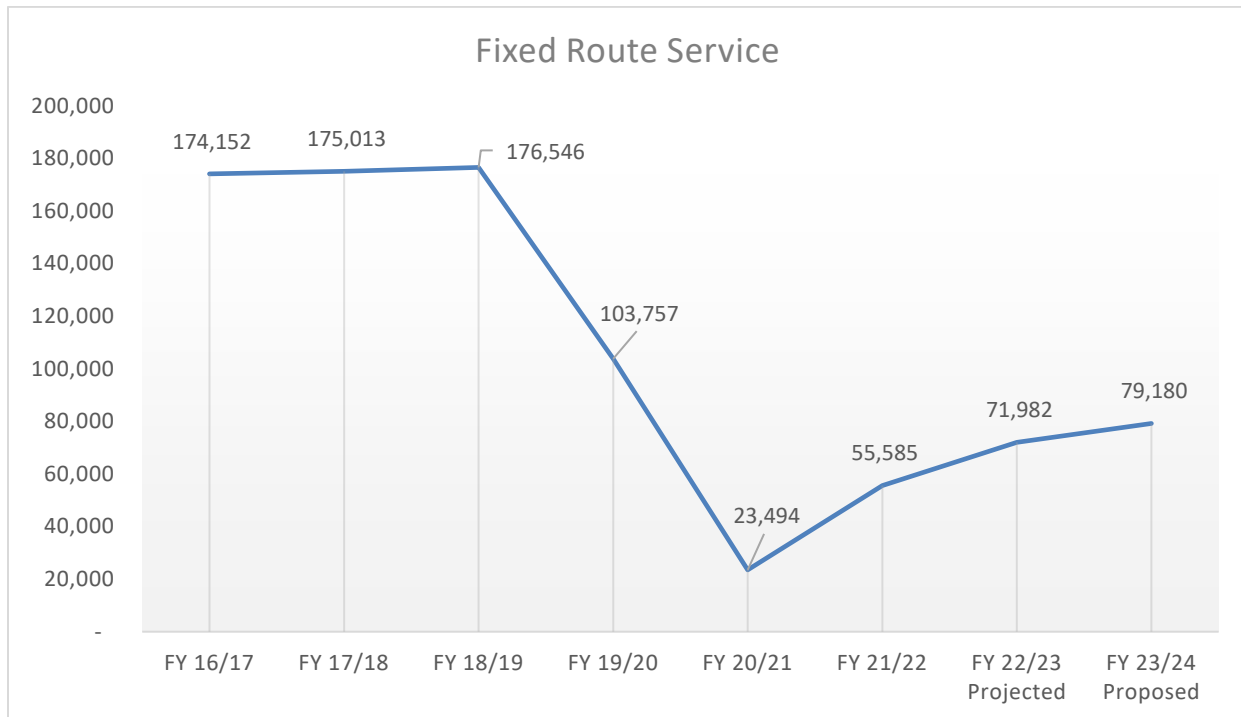
		Schools and Beaumont High School	Gorgonio Middle School, and Oak Valley Shopping Center.
9	Weekday (Peak Service)	Seneca Springs to Middle Schools and Beaumont High School	Following the Beaumont School District calendar: Southern residential communities to Beaumont High School, Mountain View Middle School, and San Gorgonio Middle School
3/4	Saturday	Walmart to Cherry Valley	Second Street Marketplace, Walmart, San Gorgonio Pass Hospital, downtown residential areas, Glen View High School, library, Beaumont High School, Mountain View Middle School, San Gorgonio Middle School, sports park, Cherry Valley.
CL 120	Weekday and Saturday	Walmart to San Bernardino Transit Center	Walmart, Civic Center, San Bernardino Transit Center; Saturday to Casino Morongo
CL 125	Weekday	Walmart to Loma Linda and Redlands	Walmart, Civic Center, Redlands Transit Center, Arrow line, and Loma Linda Veteran's Affairs Hospital
DAR	Weekday & Saturday	Demand Response	Service for persons certified under the ADA that live in the City of Beaumont and parts of Cherry Valley traveling to places in Beaumont and parts of Cherry Valley

## 1.4 Ridership, Revenue Miles, Revenue Hours

### Fixed Route Service

The chart below provides a visual depiction of fixed route passenger boardings from FY 2017 to 2022, as well as anticipated boardings for 2023 and 2024. As seen in the chart, fiscal years 2017-2019 fixed route passenger boardings were similar and averaged 175,237 a year. However, in 2020 passenger boardings experienced a sharp decline of 41% due to impact from the COVID-19 pandemic. In FY 21 the decline in passenger boardings continued. There were 23,494 boardings, which reflects an 87% decline when compared to the average from FY's 17-19. In FY 22, passenger boardings showed the first signs of recovery. There was a 136% increase from FY 21, however this is still only 32% of the average boardings from FY's 17-19.

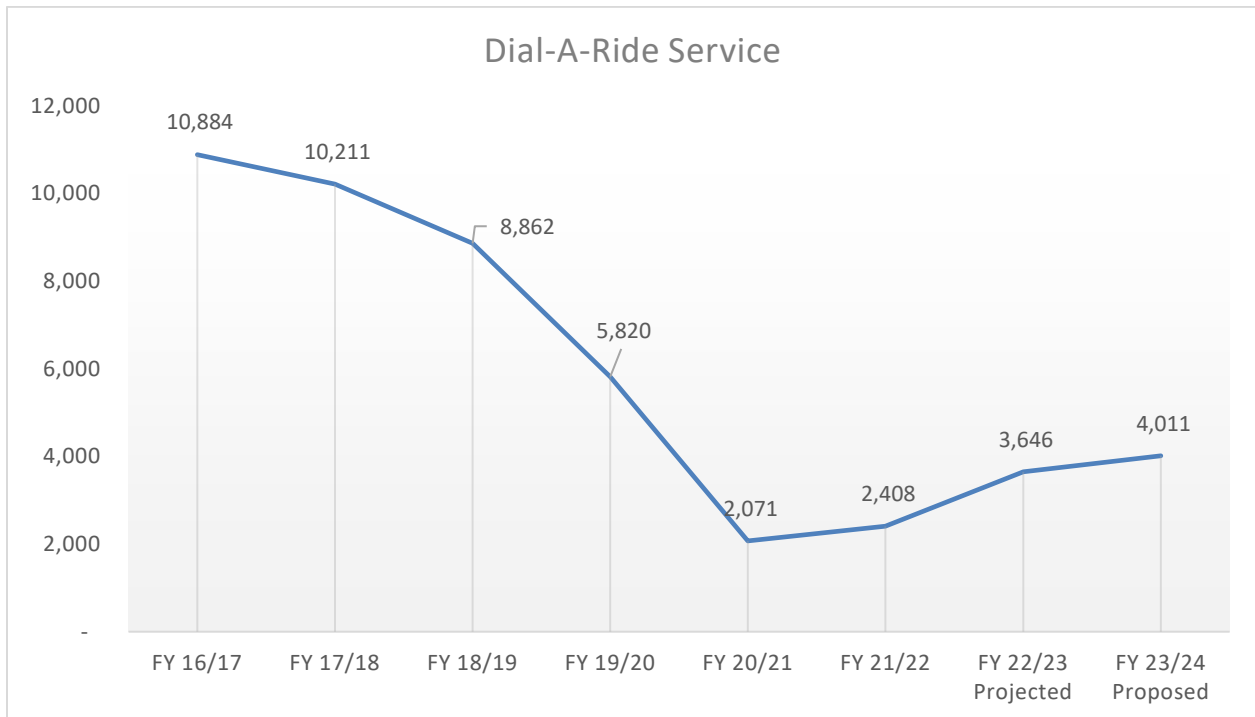
For FY 23, Beaumont's fixed route system is projected to be in service for 8,780 revenue hours, 131,860 revenue miles and 71,982 passenger boardings. This equates to approximately 8 passengers per revenue hour and 1 passenger for every 2 revenue miles. In FY 23, passenger boardings are still approximately 41% of pre-pandemic levels, however this is a 30% increase in ridership from FY 22. In FY 23, only one fixed route is projected to end the year with a decline in ridership, this route being the Casino Express.



### Paratransit Services

The chart below depicts the trend for Dial-A-Ride (DAR) passenger boardings from FY 2017 to FY 2022, as well as the anticipated boardings for 2023 and 2024. The chart illustrates that passenger boardings on DAR have been declining year over year since before the pandemic. Nonetheless, the pandemic accelerated the decline in ridership. When compared to FY 19, FY 20 had a 34% decline in passenger boardings. The decline continued in FY 21, with a 77% decline in comparison to FY 20. In FY 22, the DAR system experienced a small recovery, an increase of 16% in passenger boardings when compared to FY 21. The recovery of the system has extended into FY 23 as we anticipate a 51% increase from FY 22.

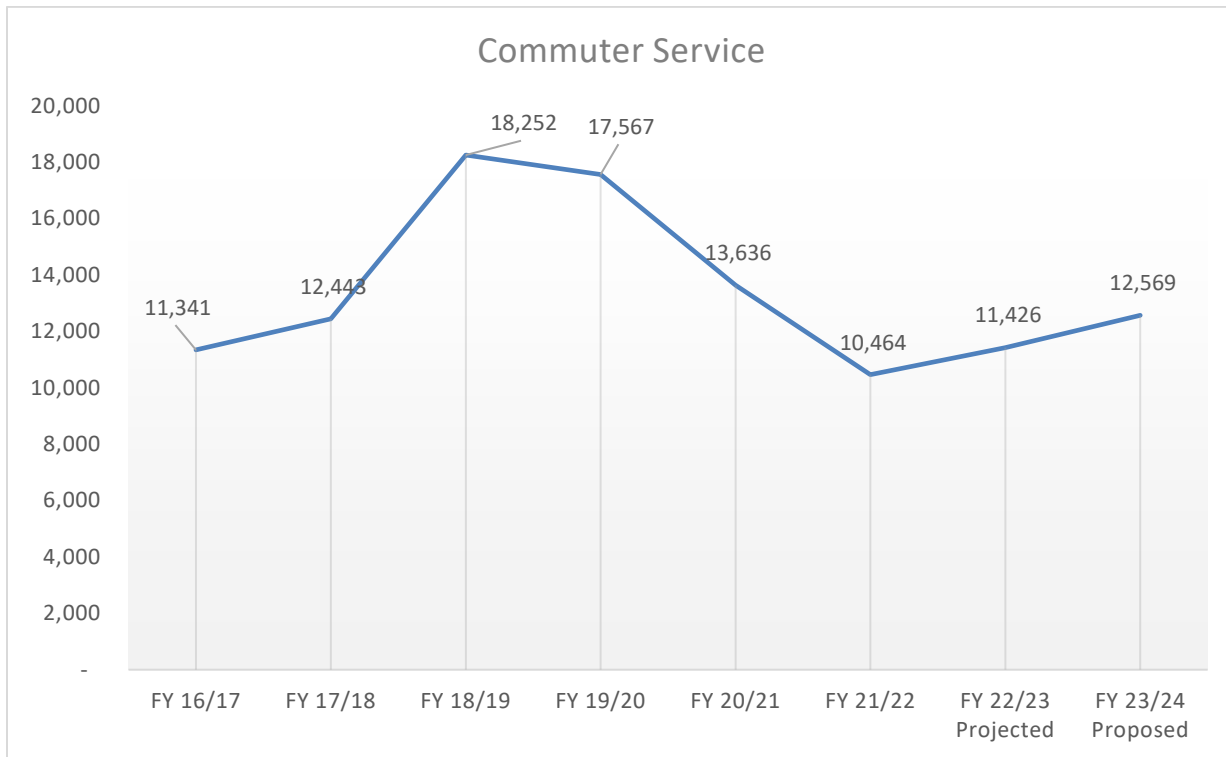
For FY 23, Beaumont’s paratransit system is projected to be in service for 1,910 revenue hours, 20,530 revenue miles, and 3,646 passenger boardings. This equates to 2 passengers per revenue hour and 1 passenger for every 5 revenue miles. Consistent with our fixed route system, Dial-a-Ride passenger boardings in FY 23 are approximately 41% of pre-pandemic levels.



### Commuter Link Service

The chart below depicts the rise and decline of passenger boardings for Beaumont Transit’s commuter link services. From FY 17-19, passenger boardings increased year over year due to the expansion of service on the Commuter 120 and 125. In FY 20 the service saw the first decline in passenger boardings since its debut. This was a 4% decline when compared to FY 19. In FY 21, the impacts of the pandemic were much more prominent, a 22% decline from FY 20. The decline continued in FY 22, and passenger boardings fell an additional 23%.

For FY 23, Beaumont’s commuter link system is projected to be in service for 7,919 revenue hours, 223,065 revenue miles, and 11,426 passenger boardings. This equates to a 9% increase in passenger boardings from FY 22. Upon review, it is evident that the Commuter Link Service showed the most resiliency during the pandemic. The service reached a low in FY 22, but the service retained 57% of its ridership from FY 19. This is the only service provided by Beaumont to retain more than 50% of its passengers throughout the pandemic.



## 1.5 Current Fare Structure

### Fixed Route

Currently, passengers pay general fare unless they qualify for a discounted fare. Discounted fares are available to seniors, persons with disabilities, veterans, or active military. Children 46" tall or under ride for \$0.25 with a paying adult. The following is the current fare structure:

Fare Category	Base Fare	Day Pass	10 Ticket Book	Monthly Pass
<b>General</b>	\$1.25	\$3.10	\$12.50	\$39.13
<b>Child</b> (46" tall or under) Accompanied by a paying adult. Limit 2	\$0.25	N/A	N/A	N/A
<b>Senior/Disabled</b> (60+)	\$0.75	\$1.90	\$7.50	\$24.80
<b>Military Veterans</b>	\$0.75	\$1.90	\$7.50	\$24.80
<b>Deviations</b> (Route 3 and 4)	\$0.50	N/A	N/A	N/A
<b>Active Military</b>	Free	N/A	N/A	N/A

### Paratransit Services

Fare Categories	Base Fare	10-Ride Punch Card
<b>One-Way</b>	\$2.00	\$18.00
<b>Companion &amp; Child</b>	\$3.00	N/A

PCA (with ID)	Free	Free
No Show	\$2.00	N/A

### Regional Express Bus Service

Fare Categories	Base Fare	10 Ride Punch Card	Day Pass	Monthly Pass
<b>General</b>	\$3.50	\$31.50	\$8.00	\$75.00
<b>Child</b> (46" tall or under) Accompanied by a paying adult. Limit 2	\$2.50	\$22.50	\$6.00	\$50.00
<b>Senior/Disabled</b> (60+)	\$2.50	\$22.50	\$6.00	\$50.00
<b>Military Veterans</b>	\$2.50	\$22.50	\$6.00	\$50.00
<b>Active Military</b>	Free	N/A	N/A	N/A

### Fare Collection Systems

There are a variety of options available to passengers to pay fares. Passengers can purchase monthly passes at the Beaumont Civic Center where cash, checks and credit cards are accepted forms of payment. Onboard the bus, passengers can purchase ticket books, punch cards, and day passes from the driver using cash or check. Beaumont Transit has also partnered with Token Transit to offer an additional cashless fare payment system. With Token Transit, passengers can purchase their fare media and store it on their phone.

### Incentive Programs and Ridership Promotion

Beaumont Transit actively participates in many community events throughout the calendar year, including the annual Cherry Festival parade, Trunk-or-Treat, Veteran’s Expo, Stuff-the-Bus, holiday light parade and Operation Santa. The COVID-19 pandemic halted most of these events, but as of FY 22 these events have been restored.

In FY 22, Beaumont Transit applied for and received funding for a free fare promotion through the Low Carbon Transit Operations Program (LCTOP). This has allowed seniors, veterans, students and the disabled to ride free systemwide for 7 months in FY 23. This free fare promotion began in August 2022 and ended in February 2023.

In FY 23, Beaumont has been allocated funding for a discounted fare promotion through LCTOP. This will provide discounted fares to all passengers systemwide. The planned fares will be 25 cents on fixed routes, \$1.00 on commuter links and 50 cents on Dial-A-Ride. It is anticipated this promotion will last for 3 years, making it Beaumont’s longest fare promotion to date.

In FY 23, Beaumont implemented Swiftly, a real-time bus tracking system that provides passengers with predictions on bus arrival times. This real-time bus tracking is accessible on a free smart phone app or via the web. This software gives passengers the ability to track the bus, view system announcements and eliminate unnecessary waiting.

## 1.6 Revenue Fleet

Beaumont Transit’s fleet consists of 22 vehicles, 13 of which are CNG fueled, 7 gasoline fueled, and 2 electric shuttles as shown in Tables 1.1. Four additional CNG vehicles have been ordered and should be delivered in FY 24. The CNG fueled vehicles meet the emission mitigation standards mandated by the California Air Resources Board (CARB).

Beaumont maximizes the life of vehicles in our fleet. Most of the vehicles are considered Medium Duty vehicles under Federal Transit Administration (FTA) and have a 7-year, 200,000-mile life expectancy<sup>7</sup>. Beaumont maintenance keeps vehicles in service longer than FTA guidelines. All vehicles meet the ADA accessibility requirements and are equipped with bike racks. Vehicle capacity ranges in size from 16 passengers to 43 passengers.



**Table 1.1 - Fleet Inventory**  
 FY 2023/24 Short Range Transit Plan  
 City of Beaumont

**Bus (Motorbus) / Directly Operated**

Year Built	Mfg. Code	Model Code	Seating Capacity	Lift and Ramp Equipped	Vehicle Length	Fuel Type Code	# of Active Vehicles FY 2022/23	# of Contingency Vehicles FY 2022/23	Life to Date Vehicle Miles Prior Year End FY 2021/22	Life to Date Vehicle Miles through March FY 2022/23	Average Lifetime Miles Per Active Vehicle As Of Year-To-Date (e.g., March) FY 2022/23
2010	CMD	C 5500	28	1	32	CN			248,766	249,770	
2011	EDN	EDN	30	1	33	GA			321,345	333,213	
2016	EDN	FORD E-450	20	1	24	CN			76,748	92,327	
2011	EDN	FORD F550	30	1	33	GA			367,267	382,370	
2011	EDN	FORD F550	30	1	33	GA			391,185	404,084	
2019	GLV	GLV	28	1	33	CN			37,522	73,876	
2019	GLV	GLV	28	1	33	CN			41,125	81,759	
2009	GMC	C-5500	28	1	32	CN			196,374	203,583	
2009	STR	C-5500	28	1	32	CN			234,276	239,901	
2010	STR	C-5500	30	1	32	GA			377,870	389,805	
<b>Totals:</b>			280	10					2,292,478	2,450,688	

<sup>7</sup> [https://www.transitwiki.org/TransitWiki/images/6/64/Useful\\_Life\\_of\\_Buses.pdf](https://www.transitwiki.org/TransitWiki/images/6/64/Useful_Life_of_Buses.pdf)

**Table 1.1 - Fleet Inventory**  
 FY 2023/24 Short Range Transit Plan  
 City of Beaumont

**Commuter Bus / Directly Operated**

Year Built	Mfg. Code	Model Code	Seating Capacity	Lift and Ramp Equipped	Vehicle Length	Fuel Type Code	# of Active Vehicles FY 2022/23	# of Contingency Vehicles FY 2022/23	Life to Date Vehicle Miles Prior Year End FY 2021/22	Life to Date Vehicle Miles through March FY 2022/23	Average Lifetime Miles Per Active Vehicle As Of Year-To-Date (e.g., March) FY 2022/23
2015	EBC	XHF 40	43	1	40	CN			85,804	91,026	
2011	EDN	EDN	30	1	33	CN			189,883	193,731	
2018	EDN	EZRider II	30	1	32	CN			169,657	182,590	
2016	EDN	FORD F550	30	1	33	CN			147,731	156,075	
2015	EDN	XHF 40	43	1	40	CN			90,332	93,978	
2015	EDN	XHF 40	43	1	40	CN			81,138	87,521	
2010	FRD	Ford E450	16	1	24	GA			409,304	435,411	
2010	FRD	Ford E-450	16	1	24	GA			419,762	443,963	
2010	FRD	Ford E-450	16	1	24	GA			422,206	425,394	
2019	GLV	GLV	28	1	33	CN			45,317	83,768	
<b>Totals:</b>			295	10					2,061,134	2,193,457	

**Table 1.1 - Fleet Inventory**  
 FY 2023/24 Short Range Transit Plan  
 City of Beaumont

**Demand Response / Directly Operated**

Year Built	Mfg. Code	Model Code	Seating Capacity	Lift and Ramp Equipped	Vehicle Length	Fuel Type Code	# of Active Vehicles FY 2022/23	# of Contingency Vehicles FY 2022/23	Life to Date Vehicle Miles Prior Year End FY 2021/22	Life to Date Vehicle Miles through March FY 2022/23	Average Lifetime Miles Per Active Vehicle As Of Year-To-Date (e.g., March) FY 2022/23
2019	ZZZ	EVStar	10	1	25	EB			5,344	10,341	
2019	ZZZ	EVStar	10	1	25	EB			2,378	13,784	
<b>Totals:</b>			20	2					7,722	24,125	

## 1.7 Existing Facilities and Bus Stop Amenities

### Existing Transit Facilities

Administrative services for Beaumont Transit are in downtown Beaumont at the Beaumont Civic Center, 550 E. 6<sup>th</sup> Street, Building D. It is at this location where dispatch, administrative services, and the operations yard are located. The vehicle maintenance facility is located at 550 California Ave, approximately 1 mile from the administrative building.

Customer service is provided from both the Civic Center’s main building and Building D. Service is provided to walk in customers at the main building, and service is provided via phone or email from Building D.

### Bus Stop Amenities

Beaumont has 23 bus shelters, 157 bus stops, and a dozen stops with benches. In FY 22, Transit Staff worked with the City of Beaumont Engineering Department to create plans to improve the Walmart Bus Stop. The Walmart location connects passengers with four agencies and is an important asset to the public transit system. In FY 18, Beaumont was allocated funding for bus stop rehabilitation through the Low Carbon Transit Operations Program (LCTOP). This funding allowed Beaumont to increase attractiveness in the growing commercial area with the anticipation of appealing to more choice riders and gaining more passengers.



For FY 24, Beaumont is requesting capital funding to develop a bus stop improvement plan as well as funding to execute the plan. This improvement plan will outline the rehabilitation or upgrades for bus stops throughout Beaumont’s service area.

## 1.8 Existing Coordination Between Transit Agencies

Public transportation access is limited in the San Gorgonio Pass area to connect with other areas of the region. Geographically isolated from the Coachella Valley, other cities in western Riverside



County, and San Bernardino County, passengers rely on Beaumont Transit, Sunline, and Riverside Transit Agency to travel between regions.

Beaumont has entered into multiple agreements with surrounding transit operators, including Banning Connect, Omnitrans, Riverside Transit Agency (RTA), and Victor Valley Transit Authority (VVTA). The 2019 interagency agreement with Banning has an added feature of a paper transfer system, reminiscent of the early 2000s.

Agreements with other agencies are focused on adding value for connecting passengers between agencies. Agreements with Omnitrans, RTA, and VVTA are similar in nature and are in effect until either Beaumont or the other agency withdraw the agreements. In summary, the following are the highlights of the agreements with these three agencies:

- Passengers presenting a Beaumont multi-use (day or month) pass can connect to any of the three agencies for free at locations where Beaumont and the other agency connect.
- Passengers presenting a multi-use pass from one of the other three agencies (day, week, or month) will receive a \$1.00 discount on Beaumont's commuter service or free connection with Beaumont fixed route service, wherever the agencies connect.

The current agreement with the City of Banning, Banning Connect, began in FY 20, and is renewed annually. FY 24 will be the fourth year this agreement has been in place. The agreement is summarized below:

- In Banning city limits, Beaumont Transit may only stop at San Geronio Pass Hospital and have no more than 3 buses stop there in an hour.
- In Beaumont city limits, Banning Connect may only stop at Beaumont Walmart and have no more than 3 buses stop there in an hour.
- It is only at Walmart and the Hospital that passengers can connect with the other agency and shall provide a free transfer for passengers at these locations only. Transfers are valid for one hour after the paper transfer is issued.
- Each agency will accept the other's commuter multi-use pass (day or month) for a \$1 discount for the other's commuter service.

## **1.9 Prior or Existing Studies and Plans**

Beaumont completed a Comprehensive Operations Analysis (COA) in November 2020. There are three phases to implementing a five-year action plan outlined by the independent consultant. The five-year action plan includes short, mid, and long-term recommendations.

Short-term recommendations (to be completed by June 2021) have largely been implemented. Below is what remains to be addressed for the short-term recommendations:

- Update the City's bus stop placement policy.

Note: Beaumont plans to revise the bus stop placement policy concurrent with the Bus Stop Improvement Plan.

Mid-term recommendations (July 1, 2021, to December 31, 2022) include:

- Fare adjustment of 20% increase
- Enhance service to industrial center including Amazon and other distribution centers.
  - Permanent service, shuttle, or vanpool options.
- Integrate service to new operations facility on 4<sup>th</sup>/Veile.
- Build a Bus Stop Improvement plan.

Note: Beaumont plans to incorporate a fare increase July 1<sup>st</sup>, 2023. In addition, Beaumont is enhancing service to the industrial side of Beaumont with the expansion of service on the Casino Express.

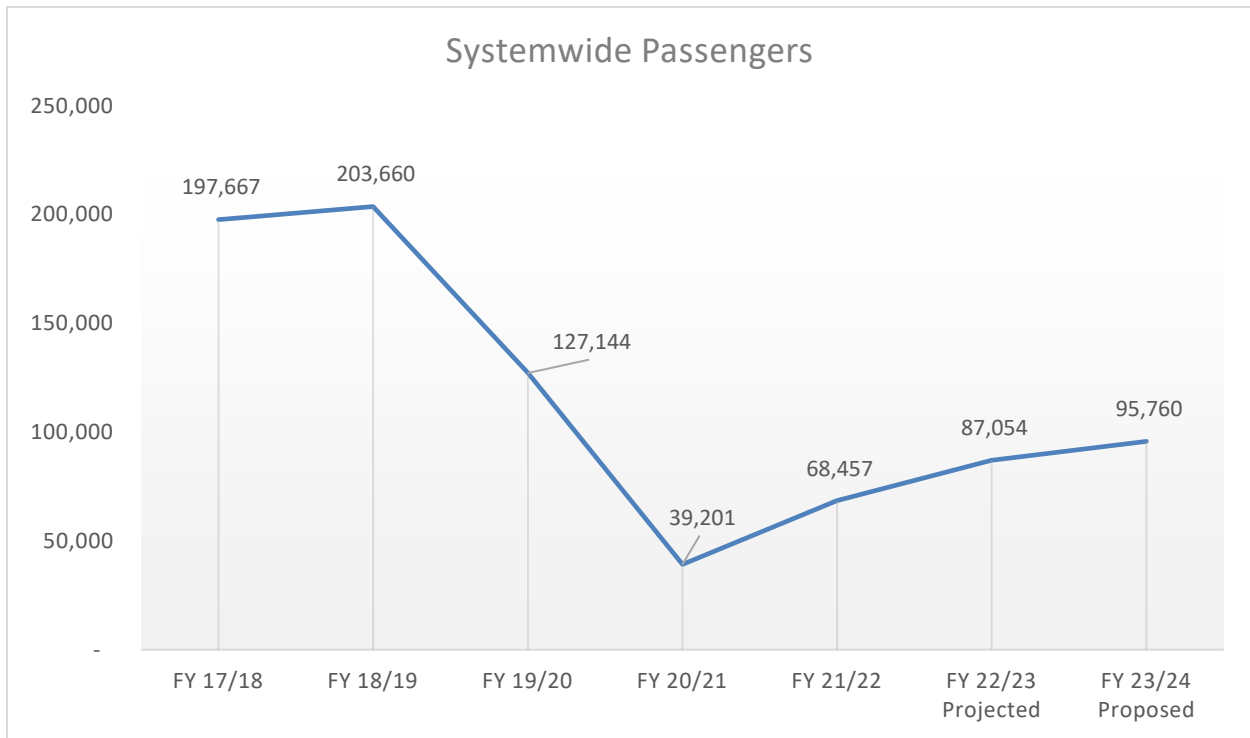
Longer-term recommendation (January 1, 2023-June 30, 2025) include:

- Expand local service to emerging residential neighborhoods.
- Transition to an alternative fuel transit fleet and infrastructure.

Note: The planned changes for Route 7-2 will expand peak service into the newer residential neighborhoods, it is expected to launch July 1<sup>st</sup>, 2023. In addition, Beaumont is finalizing its Zero-Emission Bus Rollout Plan for submission this June. Beaumont will continue working with RCTC to complete a plan for implementation.

## **CHAPTER 2 - EXISTING SERVICE AND ROUTE PERFORMANCE**

Due to the pandemic, Beaumont Transit's systemwide passenger boardings have suffered in recent years. Systemwide passenger trips for FY 21 ended with 39,201 passenger trips. This is a 69% decline in passenger trips when compared to FY 20 and an 81% decline compared to FY 19. In FY 22, passenger boarding increased by 75% when compared to FY 21 and total boardings for the year reached 68,457. In FY 23, passenger boardings are projected to be 87,054 or about 43% of pre-pandemic levels. As we proceed in the post-pandemic environment, passenger boardings are struggling to recover. Despite the return to pre-pandemic lifestyles for most people, many riders have not returned to public transit. The chart below shows the volatility throughout the past five years, as well as projections for the current fiscal year and upcoming fiscal year.



## 2.1 Key Performance Indicators

Beaumont Transit monitors performance indicators throughout the year to ensure the system is performing productively and to implement corrective actions that can improve operational efficiency. Customer satisfaction is a top priority and community input, comments, complaints, and suggestions are recorded to better understand the wants and needs of our passengers. Gathering this information is essential to help resolve complaints, and to assist in the development of future plans for our services and projects. We encourage feedback and plan to conduct satisfaction surveys throughout the upcoming year to gauge satisfaction, comfort, ease of use, reliability, and on-time performance. Our vehicle maintenance team keeps our fleet maintained through frequent preventative maintenance inspections to ensure the safety and reliability of our vehicles. In the post-pandemic environment, we are continuing to clean and sanitize the fleet regularly to encourage the return to public transit. Routine administrative policies and processes are reviewed throughout the year which includes the operation of the department, the collection of revenues, and monitoring of expenses.

In Table 2.0, Key Performance Indicators are set. There are seven discretionary indicators and one mandatory indicator. Beaumont Transit meets all but one discretionary indicator in FY 23 when calculated through the 3<sup>rd</sup> quarter. However, although these items are met at this time, historically, Beaumont Transit’s major expenses come in the 4<sup>th</sup> quarter of the FY and these numbers and ratios are subject to change.

**Table 2.0 -- Service Provider Performance Targets Report**

FY 2022/23 Short Range Transit Plan Review  
City of Beaumont

Data Elements	FY 2022/23 Plan	FY 2022/23 Target	FY 2022/23 Year to Date Through 4th Quarter	Year to Date Performance Scorecard
Unlinked Passenger Trips	77,022			
Passenger Miles	656,877			
Total Actual Vehicle Revenue Hours	18,791.0			
Total Actual Vehicle Revenue Miles	381,861.0			
Total Actual Vehicle Miles	404,102.0			
Total Operating Expenses	\$2,731,617			
Total Passenger Fare Revenue	\$80,000			
Net Operating Expenses	\$2,651,617			
<b>Performance Indicators</b>				
<b>Mandatory:</b>				
1. Farebox Recovery Ratio	10.32%	>= 10.00%	13.59%	Meets Target
<b>Discretionary:</b>				
1. Operating Cost Per Revenue Hour	\$145.37	<= \$118.59	\$131.80	Fails to Meet Target
2. Subsidy Per Passenger	\$34.43	>= \$23.50 and <= \$31.80	\$22.87	Better Than Target
3. Subsidy Per Passenger Mile	\$4.04	>= \$4.90 and <= \$6.62	\$4.78	Better Than Target
4. Subsidy Per Hour	\$141.11	>= \$89.95 and <= \$121.69	\$113.89	Meets Target
5. Subsidy Per Mile	\$6.94	>= \$4.39 and <= \$5.95	\$5.64	Meets Target
6. Passengers Per Revenue Hour	4.10	>= 3.26 and <= 4.40	4.98	Better Than Target
7. Passengers Per Revenue Mile	0.20	>= 0.16 and <= 0.22	0.25	Better Than Target
<b>Note:</b> Must meet at least 4 out of 7 Discretionary Performance Indicators				
<b>Productivity Performance Summary:</b>				
<b>Service Provider Comments:</b>				

## 2.2 SRTP Performance Report

In FY 22, when the SRTP was prepared for FY 23, Beaumont established a plan for service performance. RCTC in turn set targets for Beaumont Transit’s operations to keep in mind as the FY progresses to ensure that targets are being reached.

The following table, Table 2.1, compares what current FY 23 3<sup>rd</sup> quarter to date actuals are and lists what past year actuals were. Additionally, the FY 24 plan is outlined, and targets are set by RCTC. The targets set are then applied as a scorecard wherein the plan set by the agency is evaluated. A good plan will have a scorecard of ‘Meets Target’ or ‘Better Than Target’. Too many ‘Fails to Meet Target’ would mean that the plan should be reevaluated.

Beaumont Transit is struggling to regain passengers post pandemic. This is evident in Beaumont’s plan and scorecard. Beaumont Transit service offerings are expanding to entice, gain, and regain passengers as we move post-pandemic. Unfortunately, until ridership recovers, the operating costs per revenue hour, mile, passenger, and subsidies are scored unfavorably compared to plan.



**FY 2023/24 - Table 2.1 -- SRTP Performance Report**  
*Service Provider: City of Beaumont*

All Routes

Performance Indicators	FY 2021/22 End of Year Actual	FY 2022/23 3rd Quarter Year-to-Date	FY 2023/24 Plan	FY 2023/24 Target	Plan Performance Scorecard (a)
Passengers	68,468	70,173	95,332	None	
Passenger Miles	328,646	335,671	717,191	None	
Revenue Hours	19,908.1	14,089.1	19,695.0	None	
Total Hours	22,242.5	15,881.9	21,674.0	None	
Revenue Miles	376,813.9	284,444.0	414,016.0	None	
Total Miles	402,107.2	302,187.0	437,511.0	None	
Operating Costs	\$2,149,467	\$1,856,944	\$2,993,669	None	
Passenger Revenue	\$233,931	\$252,306	\$39,025	None	
Measure-A Revenue			\$169,000	None	
LCTOP Revenue			\$129,149	None	
Operating Subsidy	\$1,915,536	\$1,604,638	\$2,954,644	None	
Operating Costs Per Revenue Hour	\$107.97	\$131.80	\$152.00	<= \$142.65	Fails to Meet Target
Operating Cost Per Revenue Mile	\$5.70	\$6.53	\$7.23	None	
Operating Costs Per Passenger	\$31.39	\$26.46	\$31.40	None	
Farebox Recovery Ratio	10.88%	13.59%	11.26%	>= 0.1	Meets Target
Subsidy Per Passenger	\$27.98	\$22.87	\$30.99	>= \$19.44 and <= \$26.30	Fails to Meet Target
Subsidy Per Passenger Mile	\$5.83	\$4.78	\$4.12	>= \$4.06 and <= \$5.50	Meets Target
Subsidy Per Revenue Hour	\$96.22	\$113.89	\$150.02	>= \$96.81 and <= \$130.97	Fails to Meet Target
Subsidy Per Revenue Mile	\$5.08	\$5.64	\$7.14	>= \$4.79 and <= \$6.49	Fails to Meet Target
Passengers Per Revenue Hour	3.44	4.98	4.84	>= 4.23 and <= 5.73	Meets Target
Passengers Per Revenue Mile	0.18	0.25	0.23	>= 0.21 and <= 0.29	Meets Target

a) The Plan Performance Scorecard column is the result of comparing the FY 2023/24 Plan to the FY 2023/24 Primary Target.

### 2.3 SRTP Service Summary

The following reports give insight on the performance of the services offered by Beaumont Transit in FY 23 compared to the plan that was set in FY 22. Additionally, the 3rd quarter’s actuals are compared to the previous year’s audited information and how it all compares to the proposed plan for next FY.

The first table provided; Table 2.2 Service Summary is for all Beaumont Transit Routes. Therefore, it is a systemwide summary of the system including both excluded and non-excluded routes.

Key points of interest:

- Systemwide ridership is expected to reach 75% of FY 20.
- Farebox recovery for FY 24 is planned at 11.26% systemwide.



**Table 2.2 -- City of Beaumont -- SRTP Service Summary**  
**FY 2023/24 Short Range Transit Plan**  
**All Routes**

	FY 2020/21 Audited	FY 2021/22 Audited	FY 2022/23 Plan	FY 2022/23 3rd Qtr Actual	FY 2023/24 Plan
<b>Fleet Characteristics</b>					
Peak-Hour Fleet	5	6	10	6	12
<b>Financial Data</b>					
Total Operating Expenses	\$2,546,509	\$2,149,467	\$2,731,617	\$1,856,944	\$2,993,669
Total Passenger Fare Revenue	\$290,429	\$233,931	\$282,000	\$252,306	\$337,174
Net Operating Expenses (Subsidies)	\$2,256,080	\$1,915,536	\$2,651,617	\$1,604,638	\$2,954,644
<b>Operating Characteristics</b>					
Unlinked Passenger Trips	39,014	68,468	77,022	70,173	95,332
Passenger Miles	186,417	328,646	656,877	335,671	717,191
Total Actual Vehicle Revenue Hours (a)	14,909.6	19,908.1	18,791.0	14,089.1	19,695.0
Total Actual Vehicle Revenue Miles (b)	331,663.0	376,813.9	381,861.0	284,444.0	414,016.0
Total Actual Vehicle Miles	346,130.0	402,107.2	404,102.0	302,187.0	437,511.0
<b>Performance Characteristics</b>					
Operating Cost per Revenue Hour	\$170.80	\$107.97	\$145.37	\$131.80	\$152.00
Farebox Recovery Ratio	11.40%	10.88%	10.32%	13.59%	11.26%
Subsidy per Passenger	\$57.83	\$27.98	\$34.43	\$22.87	\$30.99
Subsidy per Passenger Mile	\$12.10	\$5.83	\$4.04	\$4.78	\$4.12
Subsidy per Revenue Hour (a)	\$151.32	\$96.22	\$141.11	\$113.89	\$150.02
Subsidy per Revenue Mile (b)	\$6.80	\$5.08	\$6.94	\$5.64	\$7.14
Passenger per Revenue Hour (a)	2.6	3.4	4.1	5.0	4.8
Passenger per Revenue Mile (b)	0.12	0.18	0.20	0.25	0.23

(a) Train Hours for Rail Modes. (b) Car Miles for Rail Modes.

The previous page is a summary of all routes, and in the following tables the system is broken down further into Excluded and Non-Excluded Routes.

In FY 23, Beaumont has two routes to be excluded from the calculation of the farebox recovery ratio. These routes are the Casino Express and Commuter Link 125. Excluded Routes are new routes or routes that have recently experienced a change of 25% or greater. Being excluded gives a grace period for the route to perform and gain passenger ridership for three years.

Table 2.2 Excluded Routes, reports only on the routes excluded. Given that there are two routes excluded in FY 23 and only one excluded in FY 24, the data will be skewed, and each column is not necessarily comparable to another FY. Details on the excluded routes for FY 24 are outlined in Table 2.2A.



**Table 2.2 -- City of Beaumont -- SRTP Service Summary**  
**FY 2023/24 Short Range Transit Plan**  
**Excluded Routes**

	FY 2020/21 Audited	FY 2021/22 Audited	FY 2022/23 Plan	FY 2022/23 3rd Qtr Actual	FY 2023/24 Plan
<b>Fleet Characteristics</b>					
Peak-Hour Fleet	3	2	2	2	1
<b>Financial Data</b>					
Total Operating Expenses	\$1,588,790	\$1,214,022	\$622,162	\$453,111	\$305,635
Total Passenger Fare Revenue	\$84,296	\$144,657	\$76,500	\$21,191	\$3,500
Net Operating Expenses (Subsidies)	\$1,504,494	\$1,069,365	\$613,662	\$431,920	\$304,656
<b>Operating Characteristics</b>					
Unlinked Passenger Trips	20,686	14,738	5,326	2,883	3,250
Passenger Miles	99,293	70,742	68,759	13,838	15,600
Total Actual Vehicle Revenue Hours (a)	9,718.4	10,480.8	4,170.0	2,649.6	1,922.0
Total Actual Vehicle Revenue Miles (b)	246,645.0	279,578.0	96,897.0	65,133.0	45,781.0
Total Actual Vehicle Miles	255,079.0	293,309.0	101,046.0	68,842.0	48,012.0
<b>Performance Characteristics</b>					
Operating Cost per Revenue Hour	\$163.48	\$115.83	\$149.20	\$171.01	\$159.02
Farebox Recovery Ratio	5.31%	11.92%	12.29%	4.68%	1.14%
Subsidy per Passenger	\$72.73	\$72.56	\$115.22	\$149.82	\$93.74
Subsidy per Passenger Mile	\$15.15	\$15.12	\$8.92	\$31.21	\$19.53
Subsidy per Revenue Hour (a)	\$154.81	\$102.03	\$147.16	\$163.01	\$158.51
Subsidy per Revenue Mile (b)	\$6.10	\$3.82	\$6.33	\$6.63	\$6.65
Passenger per Revenue Hour (a)	2.1	1.4	1.3	1.1	1.7
Passenger per Revenue Mile (b)	0.08	0.05	0.05	0.04	0.07

(a) Train Hours for Rail Modes. (b) Car Miles for Rail Modes.

Table 2.2 Non-Excluded Routes consists of the remaining routes and services Beaumont Transit offers. These non-excluded routes are services that have been established without any major changes in the last 3 years.



**Table 2.2 -- City of Beaumont -- SRTP Service Summary**  
**FY 2023/24 Short Range Transit Plan**  
**Non-Excluded Routes**

	FY 2020/21 Audited	FY 2021/22 Audited	FY 2022/23 Plan	FY 2022/23 3rd Qtr Actual	FY 2023/24 Plan
<b>Fleet Characteristics</b>					
Peak-Hour Fleet	3	4	8	4	11
<b>Financial Data</b>					
Total Operating Expenses	\$957,719	\$935,444	\$2,109,455	\$1,403,833	\$2,688,034
Total Passenger Fare Revenue	\$206,133	\$89,274	\$205,500	\$231,114	\$333,674
Net Operating Expenses (Subsidies)	\$751,586	\$846,171	\$2,037,955	\$1,172,719	\$2,649,988
<b>Operating Characteristics</b>					
Unlinked Passenger Trips	18,328	53,730	71,696	67,290	92,082
Passenger Miles	87,124	257,904	588,118	321,833	701,591
Total Actual Vehicle Revenue Hours (a)	5,191.2	9,427.3	14,621.0	11,439.5	17,773.0
Total Actual Vehicle Revenue Miles (b)	85,018.0	97,235.9	284,964.0	219,311.0	368,235.0
Total Actual Vehicle Miles	91,051.0	108,798.2	303,056.0	233,345.0	389,499.0
<b>Performance Characteristics</b>					
Operating Cost per Revenue Hour	\$184.49	\$99.23	\$144.28	\$122.72	\$151.24
Farebox Recovery Ratio	21.52%	9.54%	9.74%	16.46%	12.41%
Subsidy per Passenger	\$41.01	\$15.75	\$28.42	\$17.43	\$28.78
Subsidy per Passenger Mile	\$8.63	\$3.28	\$3.47	\$3.64	\$3.78
Subsidy per Revenue Hour (a)	\$144.78	\$89.76	\$139.39	\$102.52	\$149.10
Subsidy per Revenue Mile (b)	\$8.84	\$8.70	\$7.15	\$5.35	\$7.20
Passenger per Revenue Hour (a)	3.5	5.7	4.9	5.9	5.2
Passenger per Revenue Mile (b)	0.22	0.55	0.25	0.31	0.25

(a) Train Hours for Rail Modes. (b) Car Miles for Rail Modes.



Beaumont Transit's service is further broken down by dividing up the service into programs. Beaumont Transit has two programs. One program is the BUS program which is all fixed route and commuter link services. The second program is the DAR program which is our Dial-A-Ride or paratransit program.

Table 2.2 BUS shows all routes within this program. Key notes of interest:

- Passenger Trips on the fixed and commuter links remain lower than pre-pandemic figures, but FY 23 and the plan for FY 24 show a positive trend upwards.
- The farebox recovery ratio for all routes, excluding DAR, is planned at 11.51%.

Table 2.2 DAR shows the Dial A Ride or paratransit program. Key notes of interest:

- Demand response paratransit service is offered to those certified under the Americans with Disabilities Act (ADA).
- This curb-to-curb service is offered throughout city limits, and has a higher cost than the fixed route services.
- The farebox ratio for DAR is planned to be lower than the BUS program. This is primarily due to the nature of demand-response service.
- The projected farebox ratio for FY 23 has well exceeded the plan. For FY 24, it is anticipated the system will see an additional increase in the farebox recovery ratio.

**Table 2.2 -- Beaumont-BUS -- SRTP Service Summary**  
**FY 2023/24 Short Range Transit Plan**  
**All Routes**

	FY 2020/21 Audited	FY 2021/22 Audited	FY 2022/23 Plan	FY 2022/23 3rd Qtr Actual	FY 2023/24 Plan
<b>Fleet Characteristics</b>					
Peak-Hour Fleet	5	6	9	6	10
<b>Financial Data</b>					
Total Operating Expenses	\$2,386,671	\$1,994,853	\$2,569,579	\$1,733,099	\$2,801,584
Total Passenger Fare Revenue	\$285,299	\$226,412	\$275,000	\$244,009	\$322,650
Net Operating Expenses (Subsidies)	\$2,101,373	\$1,768,441	\$2,496,579	\$1,489,090	\$2,764,372
<b>Operating Characteristics</b>					
Unlinked Passenger Trips	36,940	65,977	74,562	67,345	91,525
Passenger Miles	177,312	316,690	646,299	323,256	700,478
Total Actual Vehicle Revenue Hours (a)	14,269.9	17,232.8	17,625.0	12,662.6	17,365.0
Total Actual Vehicle Revenue Miles (b)	317,533.0	364,174.0	368,746.0	268,994.0	390,916.0
Total Actual Vehicle Miles	329,776.0	387,635.0	389,097.0	284,660.0	411,270.0
<b>Performance Characteristics</b>					
Operating Cost per Revenue Hour	\$167.25	\$115.76	\$145.79	\$136.87	\$161.34
Farebox Recovery Ratio	11.95%	11.35%	10.70%	14.08%	11.51%
Subsidy per Passenger	\$56.89	\$26.80	\$33.48	\$22.11	\$30.20
Subsidy per Passenger Mile	\$11.85	\$5.58	\$3.86	\$4.61	\$3.95
Subsidy per Revenue Hour (a)	\$147.26	\$102.62	\$141.65	\$117.60	\$159.19
Subsidy per Revenue Mile (b)	\$6.62	\$4.86	\$6.77	\$5.54	\$7.07
Passenger per Revenue Hour (a)	2.6	3.8	4.2	5.3	5.3
Passenger per Revenue Mile (b)	0.12	0.18	0.20	0.25	0.23

(a) Train Hours for Rail Modes. (b) Car Miles for Rail Modes.

**Table 2.2 -- Beaumont-DAR -- SRTP Service Summary**  
**FY 2023/24 Short Range Transit Plan**  
**All Routes**

	FY 2020/21 Audited	FY 2021/22 Audited	FY 2022/23 Plan	FY 2022/23 3rd Qtr Actual	FY 2023/24 Plan
<b>Fleet Characteristics</b>					
Peak-Hour Fleet	1	1	1	1	2
<b>Financial Data</b>					
Total Operating Expenses	\$159,838	\$154,614	\$162,038	\$123,845	\$192,085
Total Passenger Fare Revenue	\$5,130	\$7,519	\$7,000	\$8,297	\$14,524
Net Operating Expenses (Subsidies)	\$154,707	\$147,095	\$155,038	\$115,548	\$190,272
<b>Operating Characteristics</b>					
Unlinked Passenger Trips	2,074	2,491	2,460	2,828	3,807
Passenger Miles	9,105	11,957	10,578	12,415	16,713
Total Actual Vehicle Revenue Hours (a)	639.7	2,675.3	1,166.0	1,426.6	2,330.0
Total Actual Vehicle Revenue Miles (b)	14,130.0	12,639.9	13,115.0	15,450.0	23,100.0
Total Actual Vehicle Miles	16,354.0	14,472.2	15,005.0	17,527.0	26,241.0
<b>Performance Characteristics</b>					
Operating Cost per Revenue Hour	\$249.88	\$57.79	\$138.97	\$86.81	\$82.44
Farebox Recovery Ratio	3.21%	4.86%	4.31%	6.70%	7.56%
Subsidy per Passenger	\$74.59	\$59.05	\$63.02	\$40.86	\$49.98
Subsidy per Passenger Mile	\$16.99	\$12.30	\$14.66	\$9.31	\$11.38
Subsidy per Revenue Hour (a)	\$241.85	\$54.98	\$132.97	\$81.00	\$81.66
Subsidy per Revenue Mile (b)	\$10.95	\$11.64	\$11.82	\$7.48	\$8.24
Passenger per Revenue Hour (a)	3.2	0.9	2.1	2.0	1.6
Passenger per Revenue Mile (b)	0.15	0.20	0.19	0.18	0.16

(a) Train Hours for Rail Modes. (b) Car Miles for Rail Modes.

The following table outlines the routes to be excluded from the Farebox Recovery Ratio in FY 24. The Casino Express was a new route started in FY 20 to offer express service for passengers to Casino Morongo and Desert Hills Outlets, a major employment and recreational area for the region. Due to low ridership, community input, and a COA recommendation, the route has been re-designed for FY 24 to service industrial Beaumont located south of the I-10 and Highway 60. This change will be further discussed in Chapter 3.



Beaumont Transit

Short Range Transit Plan

FY 2023/2024



**Table 2.2A Excluded Routes**

Excluded Routes are new routes or new service extensions that are eligible for exemptions from the farebox recovery requirements

Route #	Mode (FR/DAR)	Service Type (DO/CO)	Route Description	Date of Implementation	Exemption End Date
Casino Express	FR	DO	Monday-Friday: From Walmart to Casino Morongo and Industrial Beaumont.	July 2023	July 2026

## 2.4 Service Performance

Beaumont Transit operates six local fix routes, two of which are peak routes, and two commuter links. During the last quarter of FY 20, COVID-19 led to an unprecedented change to Beaumont Transit's operations, along with other public transportation agencies. Primarily, there was a noticeable decline in passenger boardings. The stay-at-home order, rising infections and near non-existent ridership made it necessary to adjust public transit services across the nation.

Prior to the pandemic, Beaumont Transit was already experiencing a decline in passenger boardings. FY 20 was the first year that the Pass Transit Agency was dissolved. Pass Transit unified the cities of Beaumont and Banning under one brand but allowed transit services to be operated by each city independently. Due to unfortunate circumstances, Beaumont and Banning split ways in FY 20 and the Pass Transit branding was disbanded and each city became responsible for their independent identity. More notably, the dissolution created an environment where passengers could no longer take a one-seat trip into the other city. Prior to FY 20, fixed routes could enter the other's city limits, but the disbandment led to the prohibition of one agency providing services in the other city. Passengers originating in Beaumont will need to transfer Banning Connect to reach social services exclusively offered in the City of Banning. The FY 20 Interagency Agreement is renewed annually.

Due to the inability to traverse city boundaries, Beaumont has been unable to capture the passenger boardings from Banning. In FY 20 statistics, the impact is evident prior to the effects of the pandemic in the 4<sup>th</sup> quarter. This is an important notation when reviewing the statistics for each route in the coming section. For this reason, statistics compared to FY 19 and before should be acknowledged that service during that timeframe extended into the City of Banning and allowed passengers to seek social service and county aid without the need to transfer buses. This transfer requirement is a major reason for the decline in passenger boardings in FY 20, besides the pandemic. Due to the inconvenience and additional time required to transfer, it is believed that some passengers have found other ways of getting to and from their appointments.

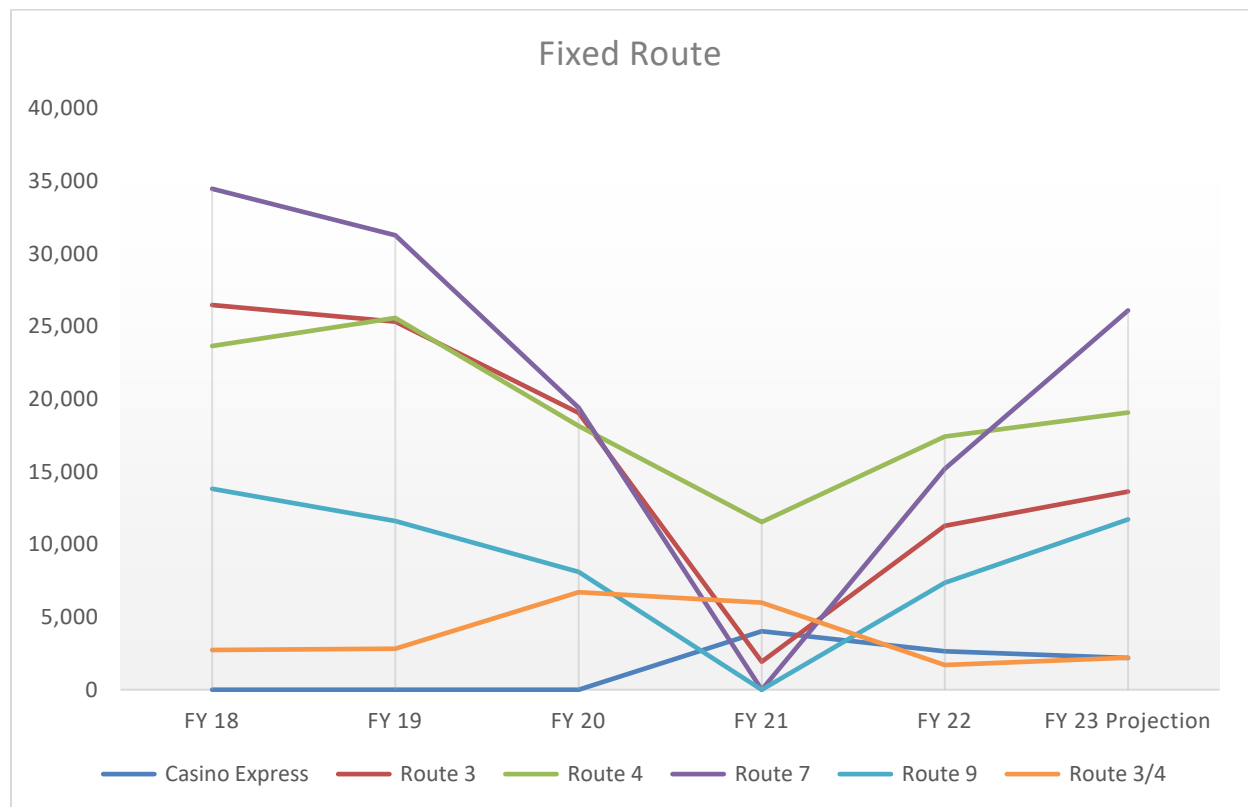
Beaumont has been thoroughly evaluating ridership data and route performance throughout the pandemic and currently ridership has recovered to 44% of pre-pandemic levels. Proactively, Beaumont has created an action plan to help promote an increase in ridership among the Casino Express, Commuter 125, Route 7, and Route 3. These changes incorporate an increase in service frequency, the modification of timepoints, or the addition of bus stop locations. This plan is reflective of Beaumont Transit's goals to increase operational efficiency, increase revenues, meet farebox ratio compliance standards, and improve upon our provided services to the community.

### Fixed Route Service

The following chart compares the total passenger trips by route and by year for the local fixed route.

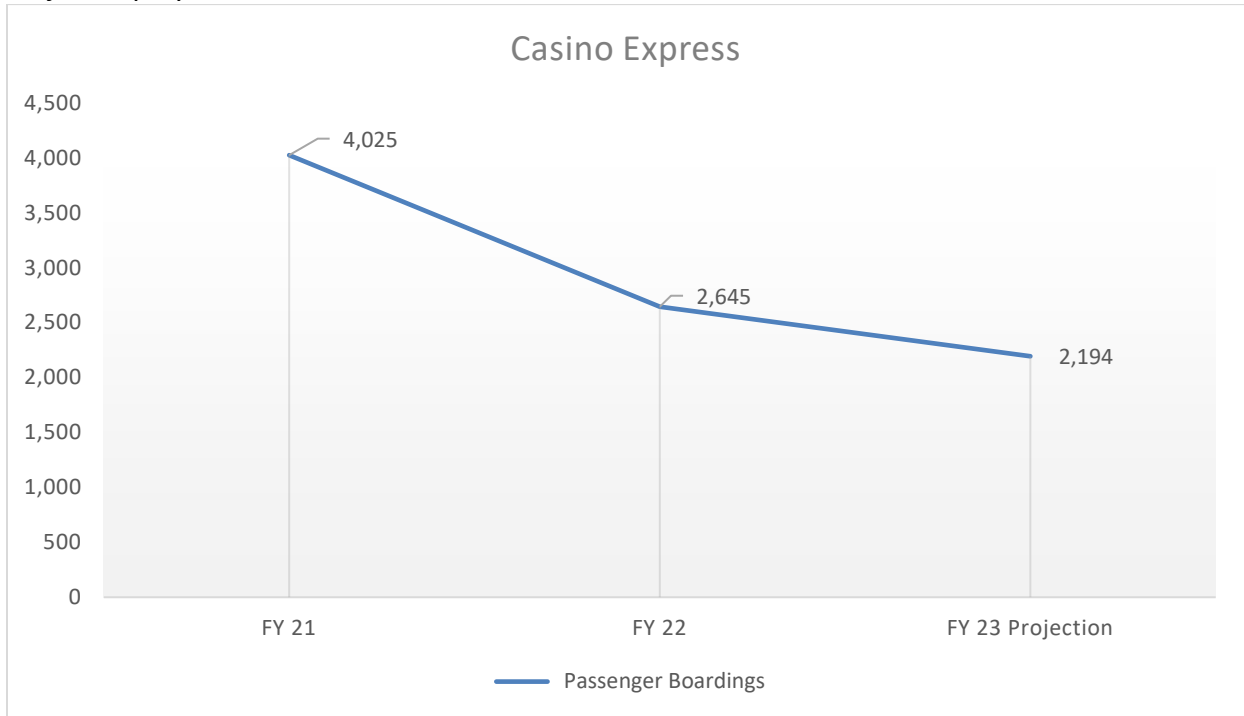
The chart below shows the trend of passenger boardings for each fixed route over the last five years including a projection for FY 23. Passenger boardings began to decline in FY 20 and experienced a sharp decline in FY 21. Passenger boardings began to recover in FY 22, and recovery has continued into FY 23.

It is worth noting that the Casino Express began service in FY 21 and has not established ridership. In addition, Route 3/4 was put into service as a combination route during most of FY 21 when Routes 3 and 4 were suspended due to the pandemic. This accounts for the increase in passenger boardings for the 3/4.



### Casino Express

The Casino Express is a weekday service that began in August 2020 as an express service from Beaumont Walmart to Casino Morongo and the Desert Hills Outlets. These destinations are major employers and recreational centers for the area.



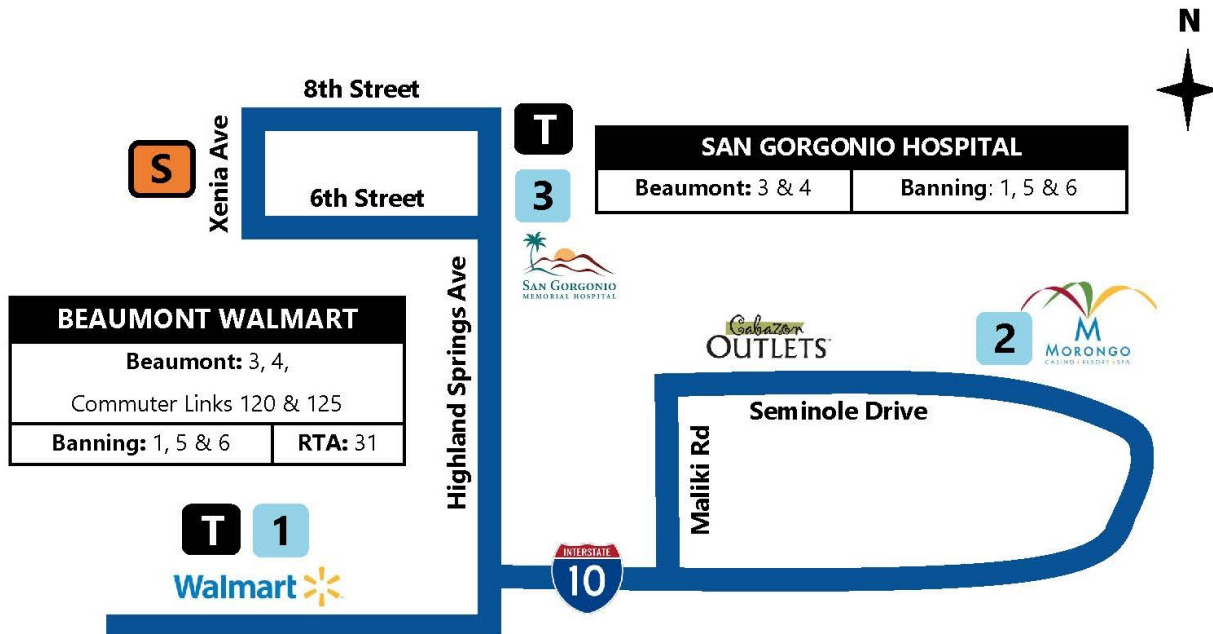
In its inaugural year, the Casino Express had 4,025 passenger boardings. There has been a declining trend in ridership year-over-year since inauguration. FY 23 is projected to end with a decline in passengers boardings of 20% compared to FY 22. The Casino Express currently makes up 2.22% of passengers systemwide. The Casino Express is the only fixed route with a projected decline in passenger boardings for FY 23 when compared to FY 22. Due to this, the route is anticipated to be restructured in FY 24, these changes will be further discussed in Chapter 3.

# CASINO EXPRESS

## Beaumont | Casino Morongo | Outlet Mall

**WEEKDAY SERVICE** | *No Service on Holidays*

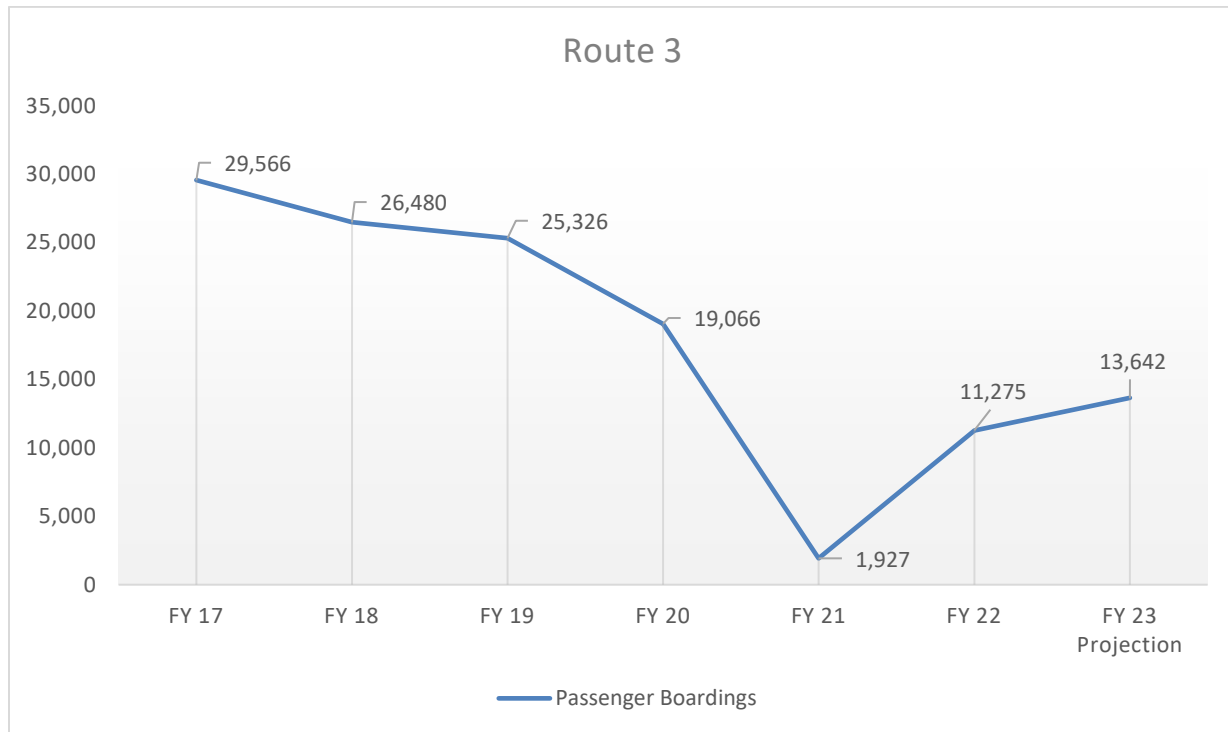
TRANSFER **T**      TIME POINT        STOP **S**



### Route 3

Route 3 operates weekdays with a one-hour headway and services the north area of Beaumont, residential community of Sundance, and Walmart. This route connects passengers with Sundance community, both middle schools, the community center, the high school, and three elementary schools. For six months, service on Route 3 was suspended because of the pandemic. The suspension began in April 2020 (FY 20) and ended in October 2020 (FY 21). Route 3 returned to pre-pandemic service level in FY 22 and has continued to provide this level of service in FY 23.





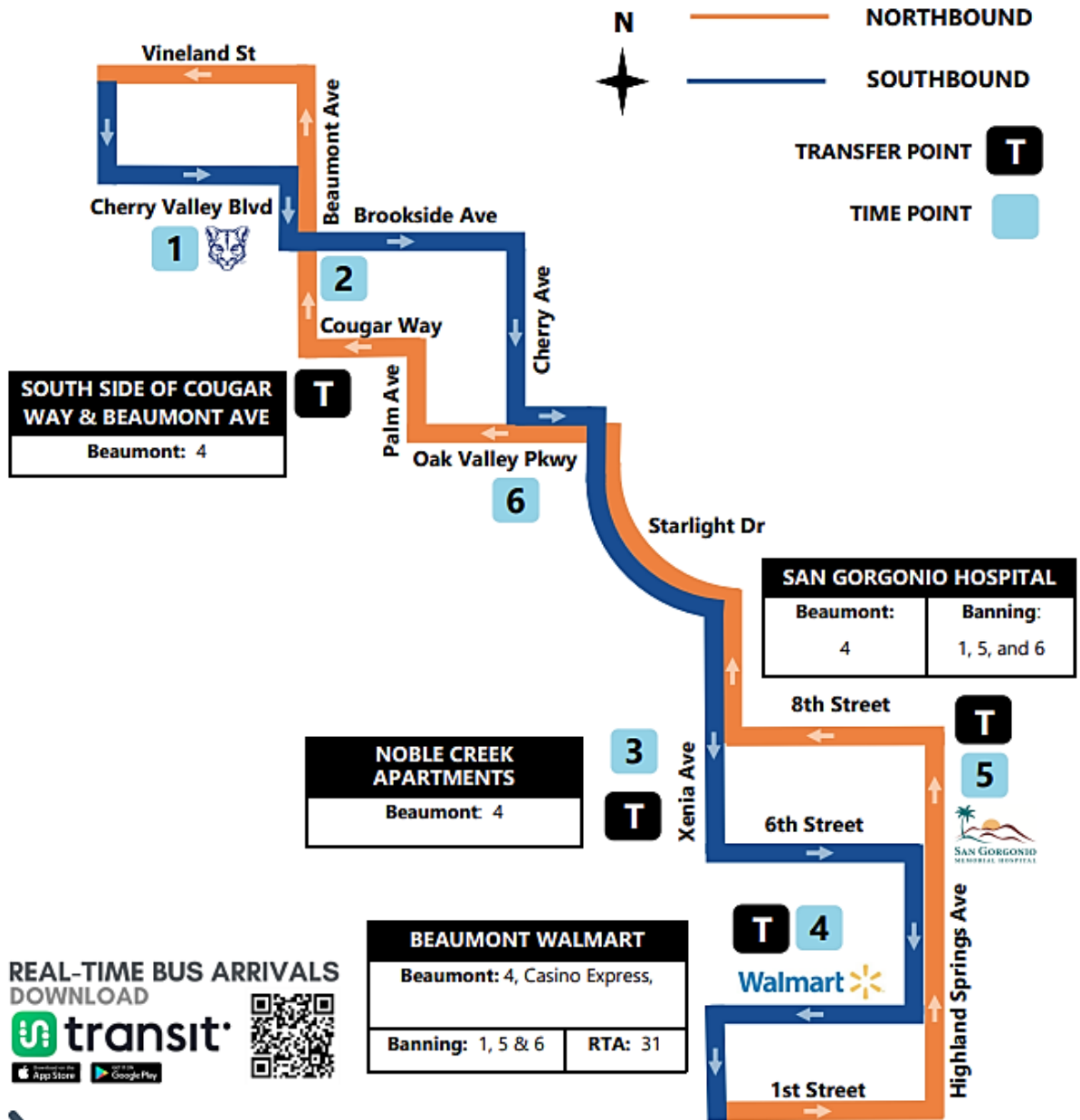
In FY 23, Route 3 is projected to finish the fiscal year with 13,642 passenger boardings and is a 28% decline when compared to FY 20 and a 46% decline compared to FY 19. Route 3 currently makes up 15.18% of passengers systemwide.

Since this route is operating at its pre-pandemic service level, the decline in passengers can be attributed to lower youth passengers. When Beaumont Unified School District closed the last quarter of FY 20, the City of Beaumont eliminated its day-camp afterschool program at the community center. It remains closed and it is not anticipated that the program will be reinstated. A strong number of passengers on Route 3 were youth passengers that rode this route after school to the community center where the day-camp service was offered. Since this after-school program has been eliminated, many youth passengers are no longer using the public transportation service.

# 3

## Beaumont | Cherry Valley

**WEEKDAY SERVICE** | *No Service on Holidays*



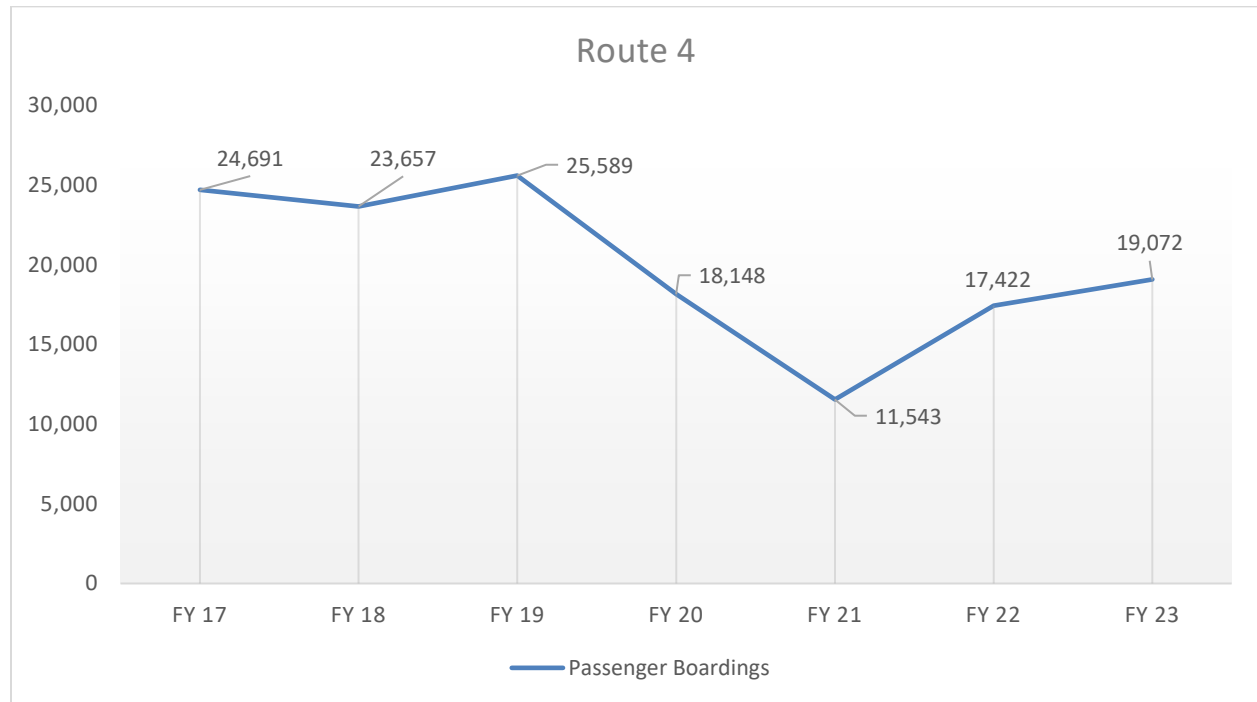
*Routing and timetables subject to change.*

REAL-TIME BUS ARRIVALS  
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### Route 4

Route 4 operates on weekdays with a one-hour headway and services the downtown, commercial and residential areas of Beaumont. The residential area is largely identified as a disadvantaged community (DAC) by Senate Bill 535. This route connects passengers with the local library, two elementary schools, the community center, both middle schools, the high school, and the commercial shopping area surrounding Walmart. Route 4 also offers deviations upon request to 3 Rings Ranch, Rangel Park, and Amazon.



In FY 23, Route 4 is projected to finish the fiscal year at 19,072 passenger boardings. This is a 5% increase compared to FY 20 and a 25% decline in passenger trips compared to FY 19. This route makes up 20.05% of passengers systemwide.

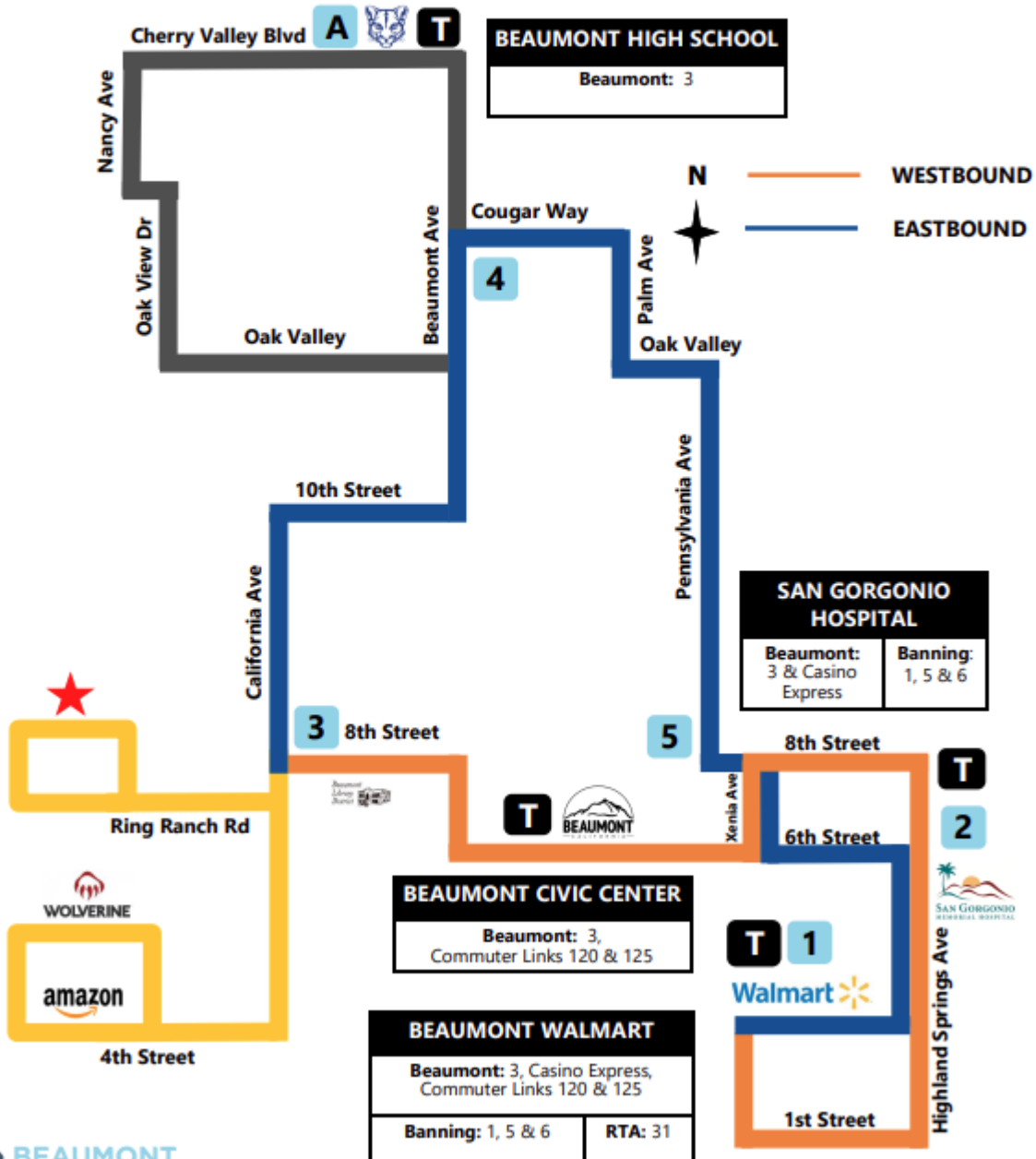
Route 4 has not experienced the sharp declines that other routes have seen. There are two theories for why the impacts of the pandemic have been less significant for this route. First, the declines may be less due to the location serviced by this route. Servicing the low-income and disadvantage communities identified by SB 535, it may be that those using public transit in the area are dependent on the system. Second, in response to the interagency agreement with Banning, Beaumont Transit eliminated Route 2 which serviced Beaumont Ave and 6<sup>th</sup> Street into the City of Banning. Route 4 is now the only route that services this area and appears to have gained passengers for it.

# 4

## Beaumont | 6th Street

**WEEKDAY SERVICE** | *No Service on Holidays*

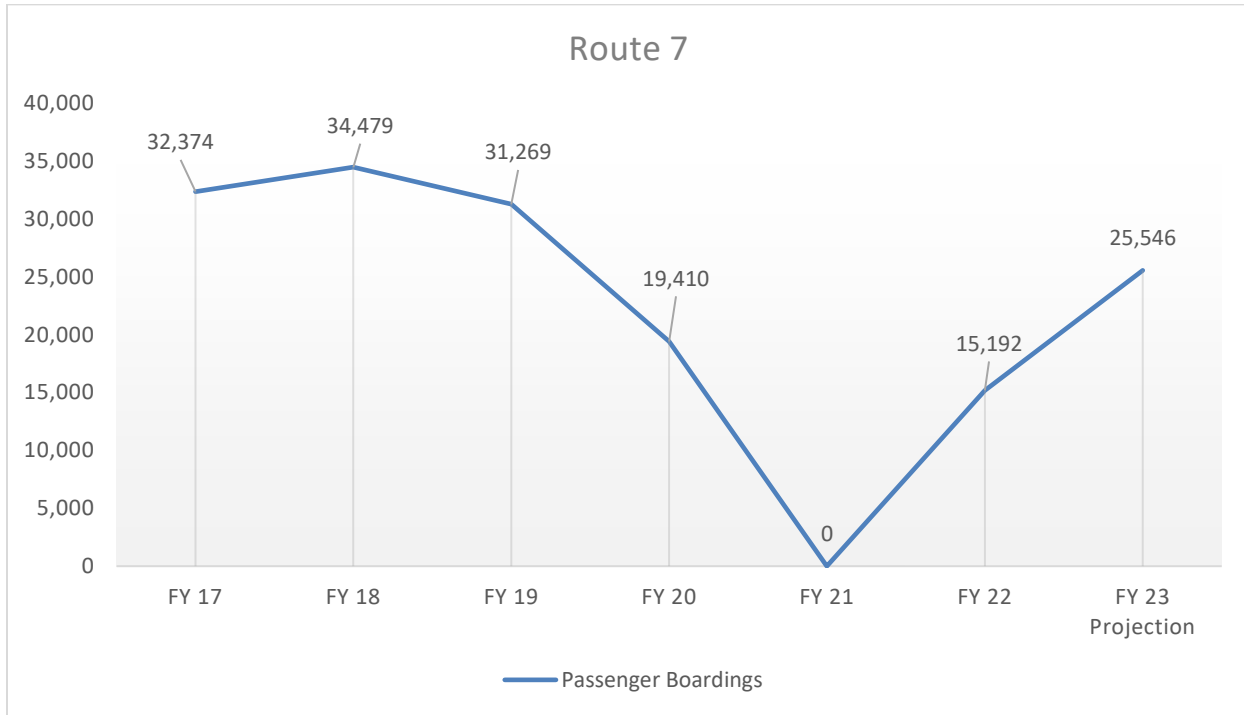
TRANSFER **T** TIME POINT   DEVIATION   ALT. MORNING  



Routing and timetables subject to change. **AUGUST 2022**

### Route 7

Route 7 is a weekday peak hour service and follows the Beaumont Unified School District (BUSD) academic calendar. This route is designed to service passengers during the peak hours of the morning and afternoon to connect the westernmost portion of Beaumont residential areas with schools and connecting routes. The route services the masterplan communities commonly known in Beaumont as Fairway Canyon and Tournament Hills, providing transportation to both middle schools, as well as Beaumont High School.



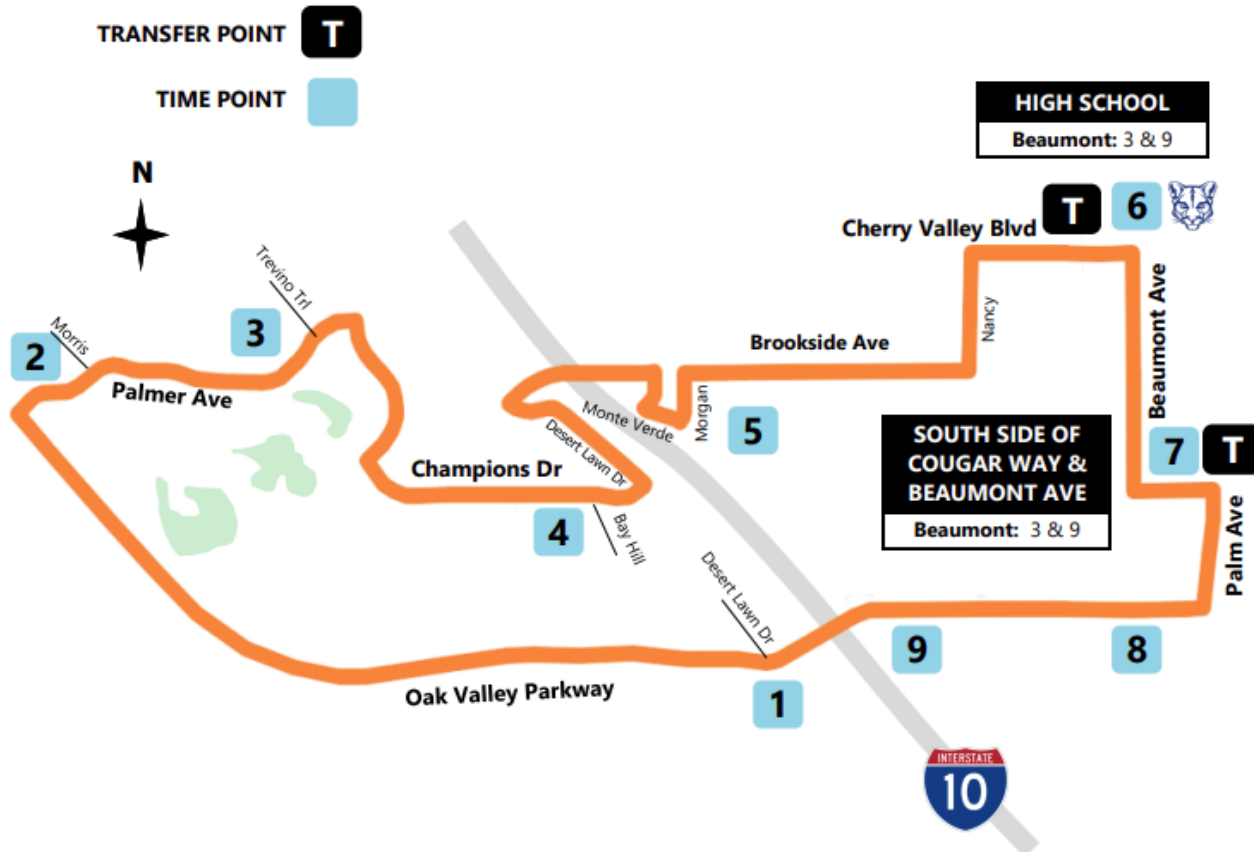
In March of FY 20 and throughout FY 21, Route 7 was suspended with the closing of BUSD due to the stay-at-home orders arising from COVID-19. Prior to the shutdown, Route 7 was serviced by two buses and a sweeper. The Route was reinstated with its normal schedule when BUSD went back to in-person learning in August 2021.

Service on Route 7 was reduced to a single bus in October 2021. This reduction was in response to lower ridership. In FY 22, passenger boardings were down by 22% in comparison to FY 20 and 51% in comparison to FY 19. In FY 23, we have surpassed FY 20 passenger boardings, and project to end the year with 17% less boardings compared to FY 19. Currently, Route 7 accounts for 30.37% of passengers systemwide. In FY 24, Beaumont will implement changes to the sweeper. The 7-2 will still serve as a sweeper but will also provide service to additional communities.

# 7-1

## Tournament Hills | Fairway Canyon

WEEKDAY SERVICE | *When school is in session*

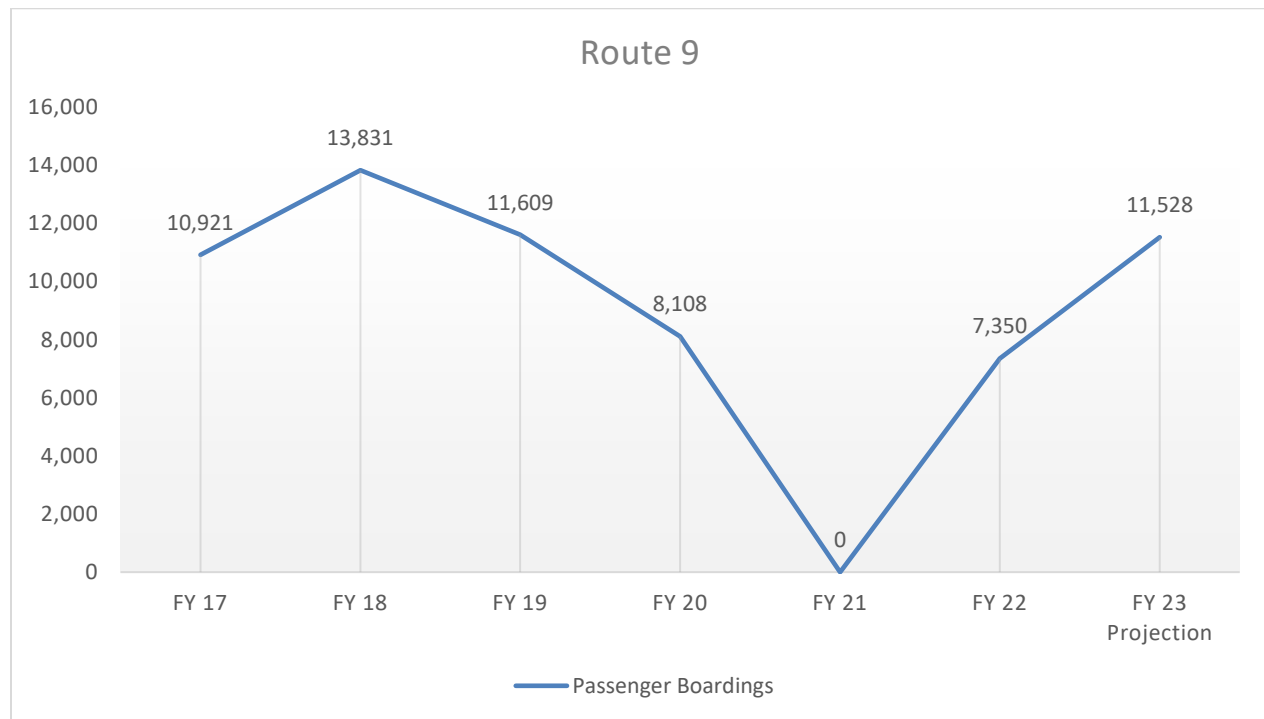


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### Route 9

Like Route 7, Route 9 is also a weekday peak hour service and follows the Beaumont Unified School District (BUSD) academic calendar. This route is designed to connect passengers during the morning and afternoon with the southernmost masterplan residential community commonly known as Seneca Springs with both middle schools, the high school, and connecting routes.



From March of 2020 and throughout FY 21, Route 9 was suspended with the closing of BUSD due to the stay-at-home orders arising from COVID-19. The route resumed service when the school district went back into session in FY 22. The Route 9 schedule and level of service is unchanged from its pre-pandemic service.

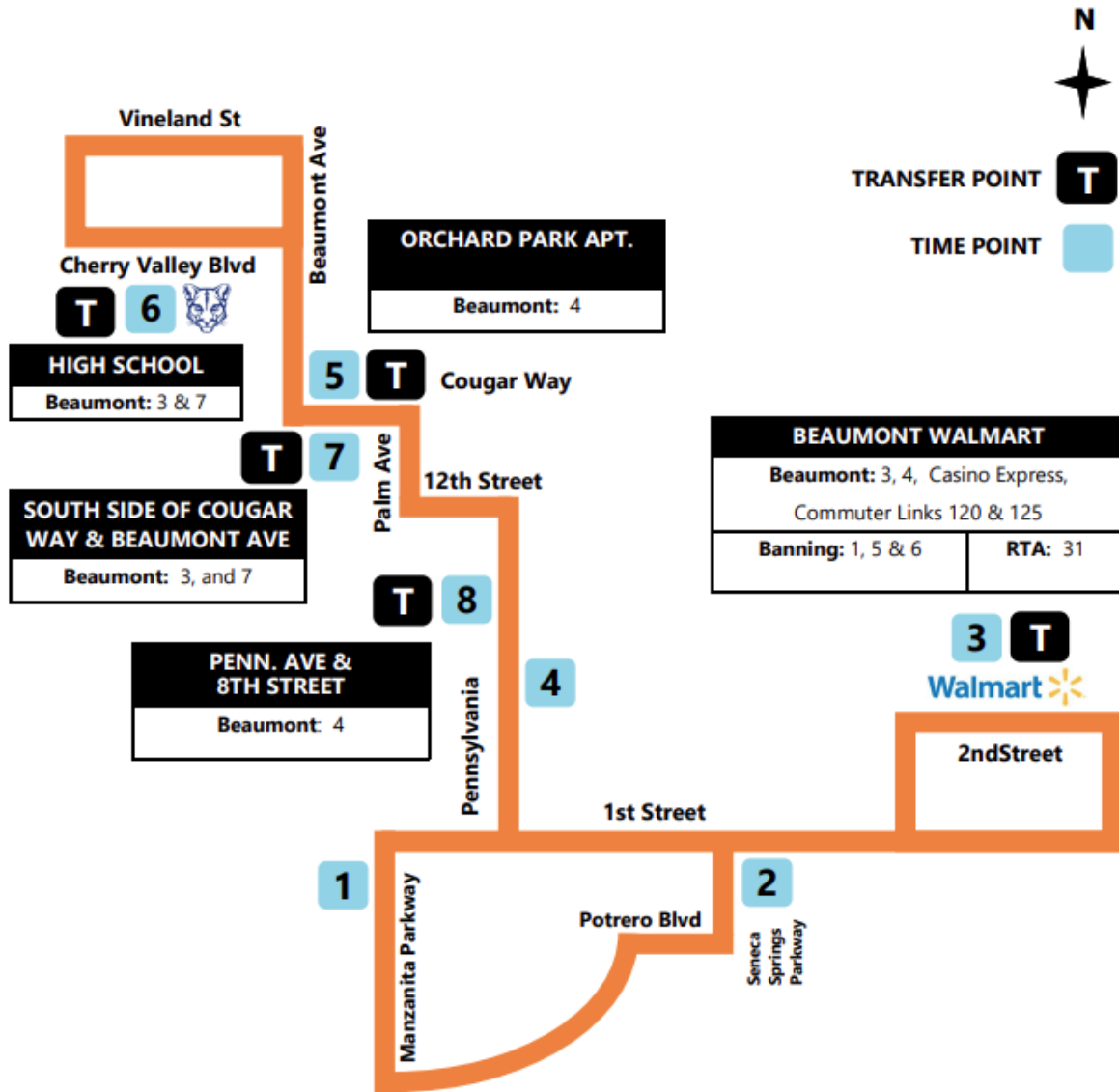
Route 9 experienced a slight shortfall in FY 22 in comparison to FY 20. However, compared to FY 19 there was a decline of 37%. In FY 23, passenger boardings are projected to exceed FY 19 boardings by 1%. Currently, Route 9 accounts for 13.54% of passengers systemwide.

It is worth noting, since this is primarily a school route its success is contingent on middle school and high school students using the service. As students graduate and move on, there may be a fluctuation of passenger boardings year over year.

# 9

## Seneca Springs | High School

WEEKDAY SERVICE | *When school is in session*



TRANSFER POINT **T**  
TIME POINT   



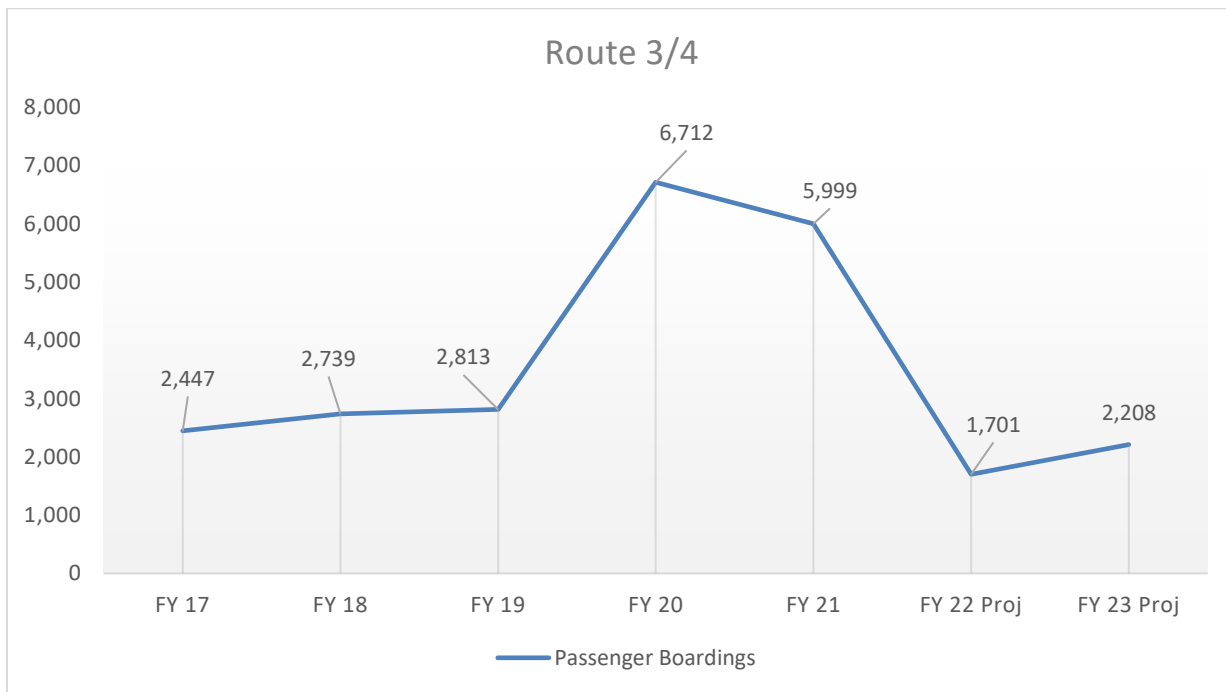
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### Route 3/4

Route 3/4 is a one-hour headway service provided on Saturdays and on recognized limited-service holidays. This route is a combination of the weekday service areas of Route 3 and Route 4 and connects the downtown residential areas with places of interest such as the local library, the community center, several churches, schools, the downtown area, and the commercial area of Walmart.



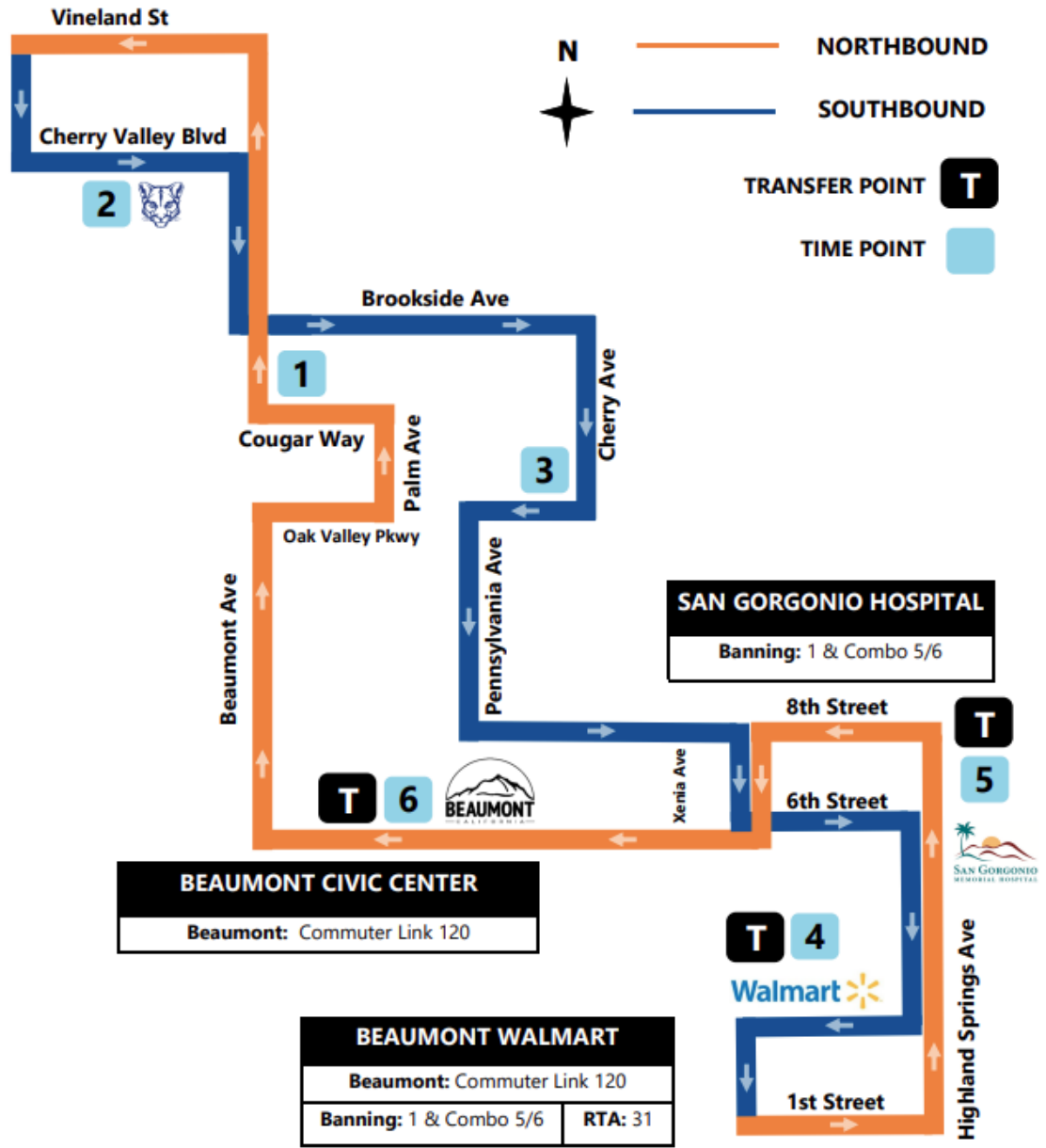
The Route 3/4, prior to March 2020, was a weekend route operating on Saturday and Sunday. For 6-months, the last quarter of FY 20 and the first quarter of FY 21, Sunday service was suspended, and the route took the place of Route 3 and Route 4 on weekdays. Operating 6 days a week, Route 3/4 continued to offer service during the pandemic. This resulted in an upswing of passenger boardings in FY 20 and FY 21 when compared to previous years. In FY 22, Routes 3 and 4 went back into service and Route 3/4 became a Saturday service.

In FY 23, Route 3/4 is projected to have 2,208 passenger boardings. FY 23 will not be compared to FY 20 and 21 because the level of service was significantly more than prior to the pandemic. Instead, compared to FY 19, FY 23 is projected to be a 22% decline. Compared to FY 18, it is a 19% decrease. The decline is attributable to the decline in the service offered. Where service was offered on both Saturday and Sunday prior to the pandemic, it is now only a Saturday service. Route 3/4 accounts for 2.16% of passengers systemwide.

# 3/4

## Downtown Beaumont | Cherry Valley

**SATURDAY SERVICE** | *Limited Holiday Service*

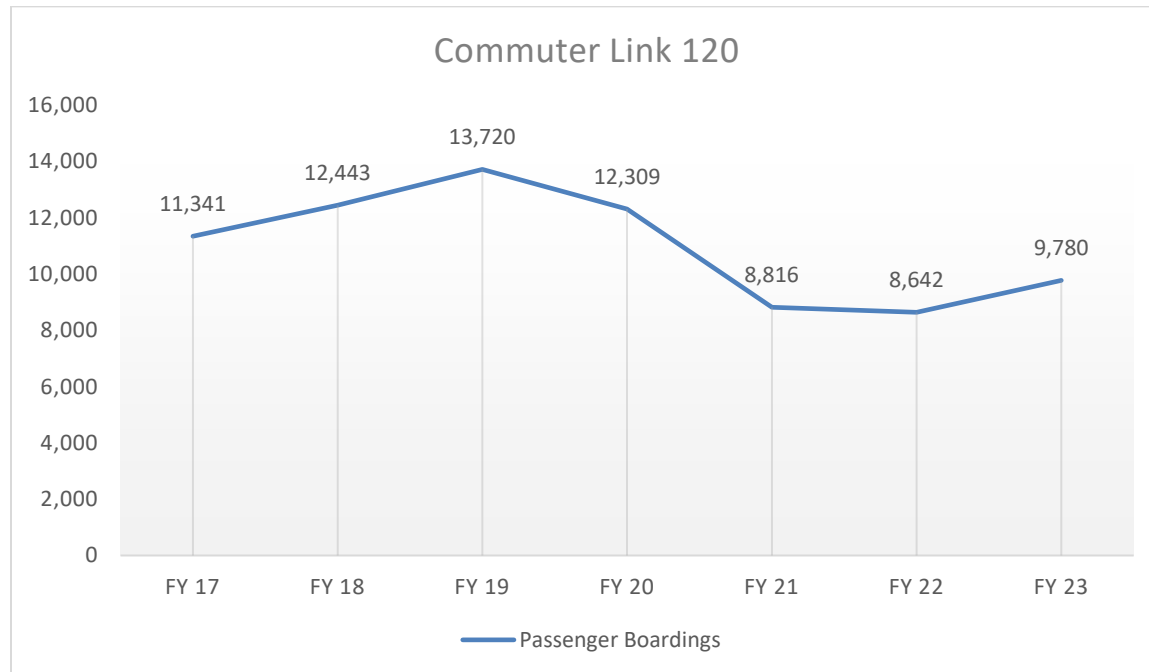


*Routing and timetables subject to change.*

**OCTOBER 2020**

### Commuter Link 120

The Commuter Link (CL) 120 provides service Monday through Friday via two buses and has approximately a 45-minute headway from Beaumont to San Bernardino Transit Center (SBTC). The CL 120 transports passengers from the Beaumont Walmart and Beaumont Civic Center to SBTC. CL 120 operates on Saturdays and on recognized limited-service holidays. On Saturday schedules, the CL 120 extends service and connects passengers to Casino Morongo and the Desert Hills Outlets via the I-10 freeway.



During the last quarter of FY 20 (March 2020), the CL 120 passenger boardings dropped from an average of 101 passengers a day to 32. Due to the pandemic, and in response to the decline in passengers, service hours on CL 120 were reduced. Additionally, due to the pause in service on CL 125, one of the two CL 120 buses was transformed into a combination route, CL 120/125. In July of FY 22 the CL 120 resumed full service with two buses along with adjustments to the route schedule.

The projected passenger boardings for FY 23 represent a 20% decline from FY 20 and a 28% decline from FY 19. CL 120 accounts for 10.54% of passenger boardings systemwide and 84.8% of passengers using commuter link services.

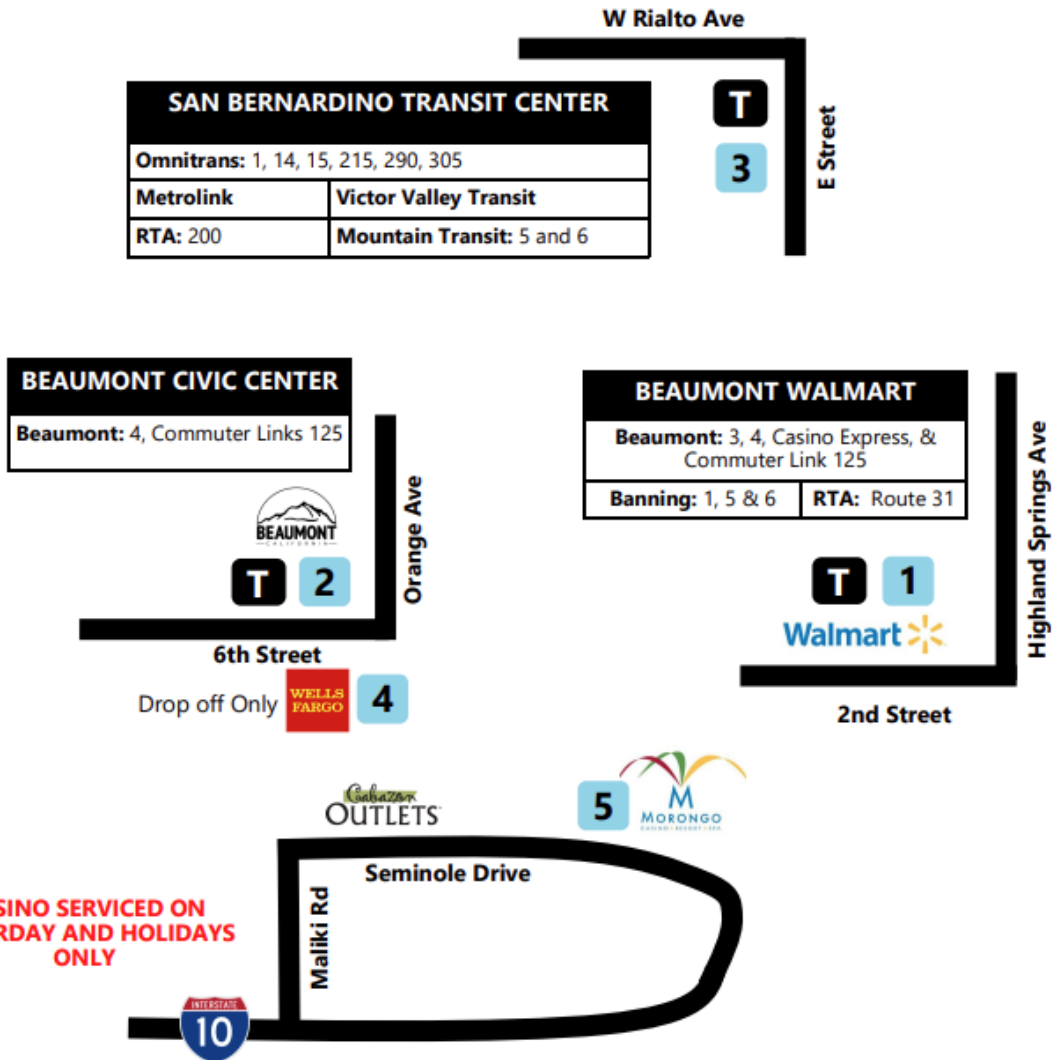
The decline in passengers could be attributed to two factors. First, commuting passengers may not need to commute because they are working remotely. Second, there is an additional commuting option for Beaumont passengers to Cal State San Bernardino; Sunline’s Route 10.

# 120

## Beaumont | SB Transit Center

**WEEKDAY SERVICE** | *No Service on Holidays*

TRANSFER **T** TIME POINT  

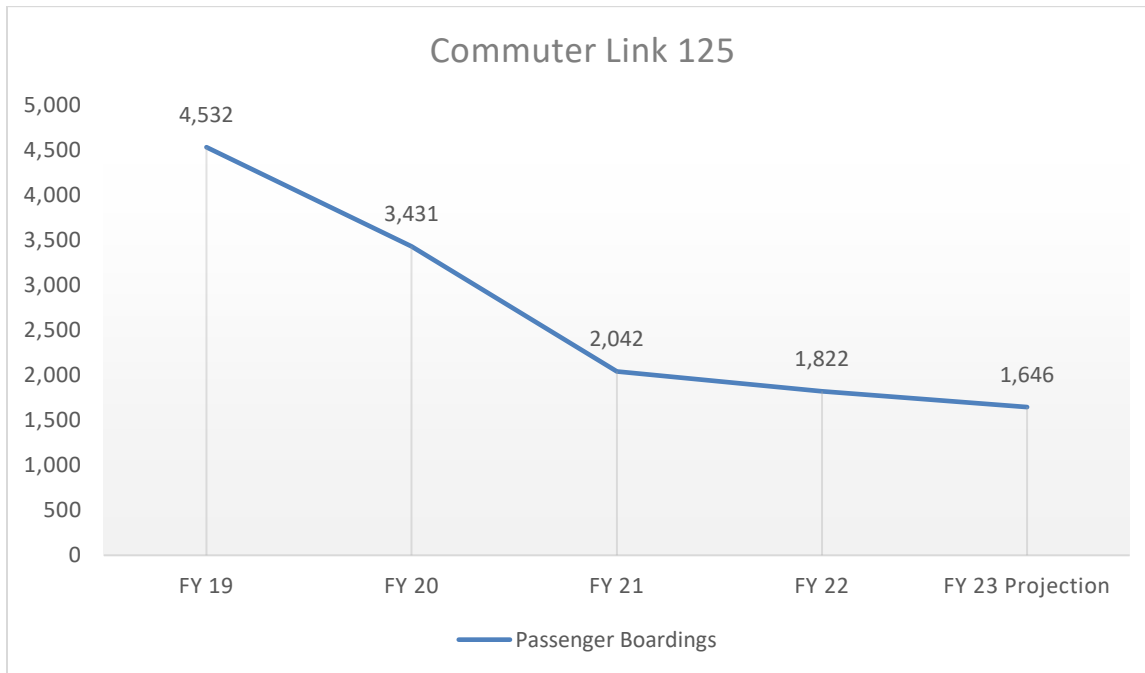


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### Commuter Link 125

The Commuter Link (CL) 125 provides service on weekdays from Beaumont Walmart to Redlands and Loma Linda. Originating from the Beaumont Walmart, CL 125 connects with the Redlands Transit Center, Kaiser Medical Offices, and Loma Linda Veterans Affairs Hospital.



Launching in FY 19, CL 125 provided the opportunity for passengers to use public transportation to medical, recreational and employment opportunities in the Redlands/Loma Linda area. At the onset of the Stay-at-Home order in March 2020, the CL 125 service was suspended. The area normally serviced by the CL 125 was now served by a combination Route 120/125. The CL 125 service was suspended for 6 months, from March 2020 to October 2020.

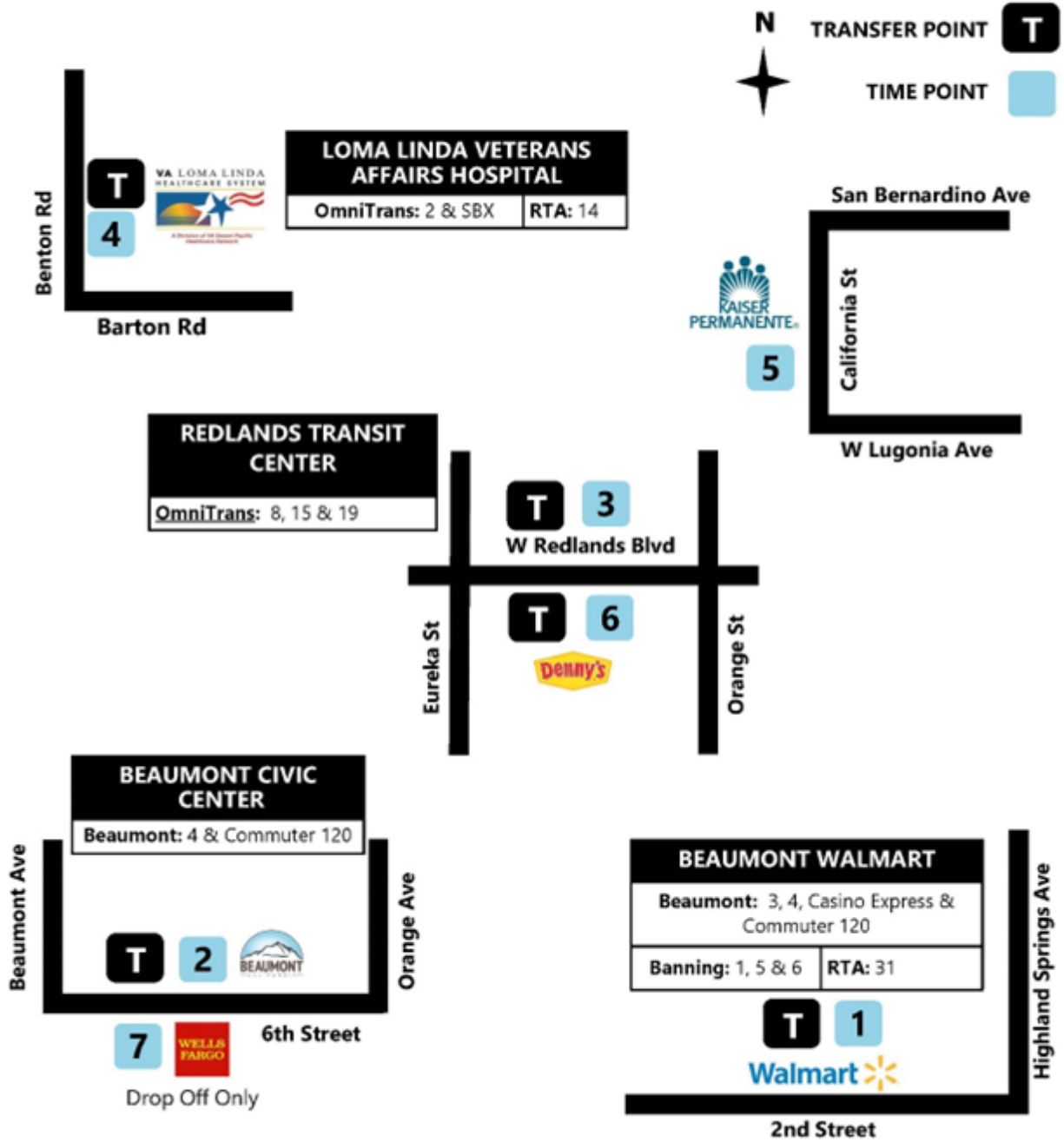
In FY 23, CL 125 is projected to have 1,646 passenger boardings, this is a decline of 52% passenger boardings compared to FY 20 and a 63% decline compared to FY 19. CL 125 currently accounts for 1.89% of passengers systemwide and 15.2% of passengers using commuter link services.

The decline in passenger boardings is likely attributable to the reduction in service and prolonged effects of the pandemic. A significant portion of passengers are traveling to doctor appointments at the Loma Linda VA. In response to the pandemic, passengers may be using other modes of transportation due to health concerns. The VA Hospital had also suspended in-person appointments during the height of the pandemic. Planned changes for FY 24, will be discussed in Chapter 3.

# 125

## Beaumont | Redlands | Loma Linda VA

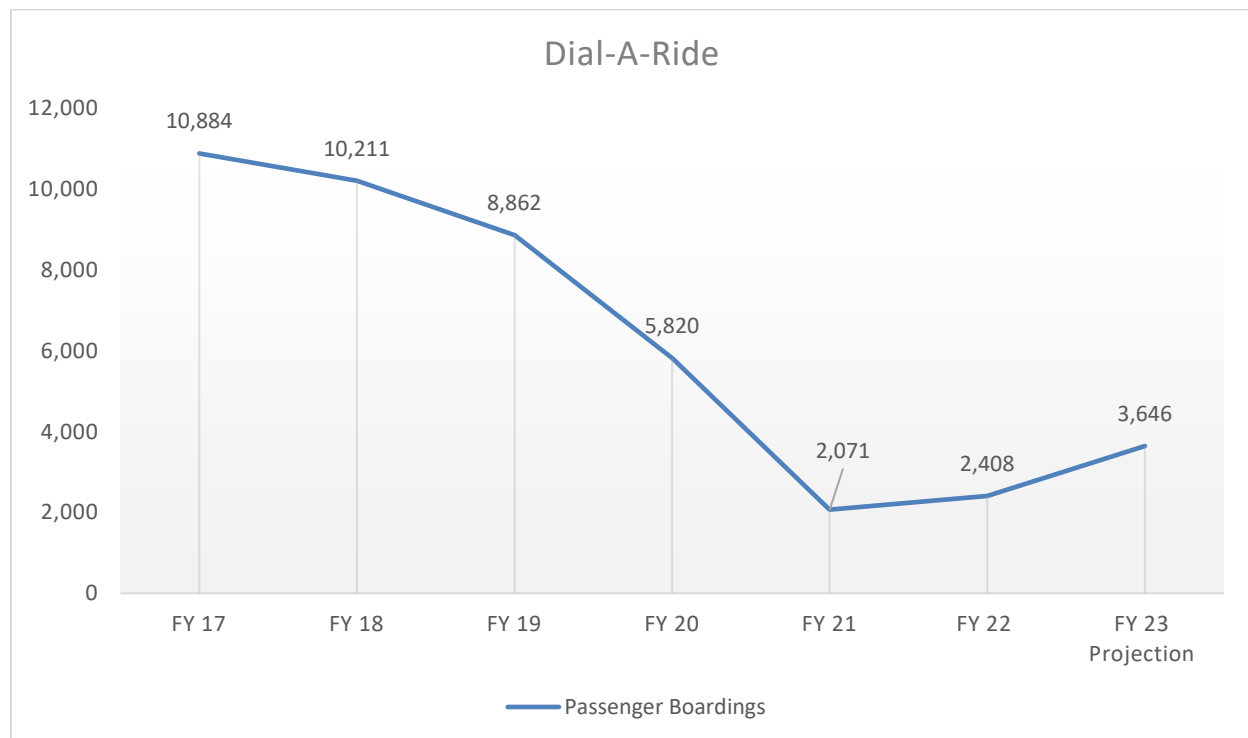
WEEKDAY SERVICE | *No Service on Holidays*



### Dial A Ride (Paratransit)

Beaumont Dial-A-Ride (DAR) is a reservation-based curb-to-curb, federally mandated, service for qualified passengers residing in Beaumont and parts of Cherry Valley.

In March of FY 20, qualified passengers were limited to those certified under the Americans with Disability Act (ADA). Prior to this time DAR services were offered to ADA as well as Senior (65+) passengers. Beaumont Transit honors and recognizes those passengers carrying ADA compliant identification cards from other agencies such as RTA and Omnitrans.



In FY 23, DAR is projected to finish the fiscal year with 3,646 passenger boardings and is a 51% increase compared to FY 22. When comparing FY 23 to FY 20 and prior fiscal years it is important to consider that service was extended to senior passengers at the time. It is evident that offering service only to ADA passengers has contributed to the projected shortfall of 59% in passenger boardings for FY 23 when compared to FY 19. DAR currently accounts for 4.13% of passengers systemwide.

The following tables provide key statistics for the planned services in FY 24. The information is broken down by route to better understand the individual operational impact. The line item “BEA-1” is the established budget for the administrative and vehicle maintenance departments. These expenses are external to the individual routes and account for the costs of doing business including salaries, utilities, office supplies, etc.

**Table 2.3 - SRTP Route Statistics**  
 City of Beaumont -- 2  
 FY 2023/24  
 All Routes

Data Elements

Route #	Day Type	Peak Vehicles	Passengers	Passenger Miles	Revenue Hours	Total Hours	Revenue Miles	Total Miles	Operating Cost	Passenger Revenue	Measure-A Revenue	LCTOP Revenue
BEA-1	All Days	2	9,995	279,860	6,088	6,595	178,898	184,262	\$852,518	\$18,000		
BEA-120	All Days	1	1,926	38,520	2,108	2,393	73,408	75,888	\$580,961	\$3,833	\$89,500	\$23,167
BEA-125	Weekday	1	1,926	38,520	2,108	2,393	73,408	75,888	\$421,573	\$991	\$79,500	\$4,009
BEA-3	Weekday	1	14,912	71,577	2,659	2,903	33,449	35,535	\$171,058	\$3,150	\$0	\$16,953
BEA-3/4	Saturday	1	1,850	8,880	482	572	6,480	7,078	\$46,146	\$675	\$0	\$1,875
BEA-4	Weekday	1	20,683	99,278	2,926	3,125	33,399	35,484	\$232,184	\$3,300	\$0	\$19,750
BEA-7	Weekday	2	26,884	129,043	725	1,111	12,616	16,389	\$134,447	\$3,370	\$0	\$33,165
BEA-9	Weekday	1	12,025	57,720	455	545	6,885	8,622	\$57,062	\$2,914	\$0	\$14,998
BEA-CExp	Weekday	1	3,250	15,600	1,922	2,232	45,781	48,012	\$305,635	\$979	\$0	\$2,521
BEA-DAR	All Days	2	3,807	16,713	2,330	2,198	23,100	26,241	\$192,085	\$1,813	\$0	\$12,711
		12	95,332	717,191	19,695	21,674	414,016	437,511	\$2,993,669	\$39,025	\$169,000	\$129,149



**Table 2.3 - SRTP Route Statistics**  
 City of Beaumont -- 2  
 FY 2023/24  
 All Routes

Performance Indicators												
Route #	Day Type	Net Subsidy	Operating Cost Per Revenue Mile	Operating Cost Per Revenue Mile	Cost Per Passenger	Farebox Recovery Ratio	Subsidy Per Passenger	Subsidy Per Passenger Mile	Subsidy Per Revenue Hour	Subsidy Per Revenue Mile	Passengers Per Hour	Passengers Per Mile
BEA-1	All Days	\$834,518		\$3.25	\$58.13	2.11%	\$57.74	\$2.06	\$94.80	\$3.23	1.64	0.06
BEA-120	All Days	\$577,128	\$95.43	\$5.74	\$218.89	20.05%	\$218.37	\$10.92	\$199.52	\$5.73	0.91	0.03
BEA-125	Weekday	\$420,582	\$199.99	\$5.74	\$11.47	11.75%	\$11.26	\$2.35	\$63.15	\$5.02	5.61	0.45
BEA-3	Weekday	\$167,908	\$64.33	\$5.11	\$24.94	5.52%	\$24.58	\$5.12	\$94.34	\$7.02	3.84	0.29
BEA-3/4	Saturday	\$45,471	\$95.74	\$7.12	\$11.23	9.92%	\$11.07	\$2.31	\$78.22	\$6.85	7.07	0.62
BEA-4	Weekday	\$228,884	\$79.35	\$6.95	\$5.00	27.17%	\$4.88	\$1.02	\$180.80	\$10.39	37.08	2.13
BEA-7	Weekday	\$131,077	\$185.44	\$10.66	\$4.75	31.39%	\$4.50	\$0.94	\$119.01	\$7.86	26.43	1.75
BEA-9	Weekday	\$54,148	\$125.41	\$8.29	\$94.04	1.14%	\$93.74	\$19.53	\$158.51	\$6.65	1.69	0.07
BEA-CExp	Weekday	\$304,656	\$159.02	\$6.68	\$50.46	7.56%	\$49.98	\$11.38	\$81.66	\$8.24	1.63	0.16
BEA-DAR	All Days	\$190,272	\$82.44	\$8.32	\$31.40	11.26%	\$30.99	\$4.12	\$150.02	\$7.14	4.84	0.23
		\$2,954,644	\$152.00	\$7.23								

## 2.5 Productivity Improvement Efforts

Beaumont encourages participation and involvement from our passengers and the public. Customer satisfaction is our number one priority, and we encourage the community to provide comments, suggestions, and feedback. Additionally, customer complaints are recorded and generally resolved immediately. Insights and requests that require significant service changes or changes that cannot be immediately resolved are recorded and taken into consideration at minimum annually during the development of the Short Range Transit Plan.

The pandemic resulted in the reduction of service throughout the transit industry, making it more difficult for passengers that require transfers to reach their destination. However, as routes and schedules begin to stabilize, Beaumont is monitoring and modifying its schedules in correspondence with other agencies. Metrolink, RTA, Omnitrans, and Banning Connect schedules are reviewed and changes are intended to increase connectivity and ease of use for our passengers.

Currently, Beaumont uses several products to keep passengers connected with system information and announcements. These products are Facebook, Instagram, Swiftly, Transit App and Google Transit.

As mentioned previously, a comprehensive operations analysis (COA) was completed in late 2020, when the pandemic altered the travel patterns and predictability of passengers. The findings of the study offered recommendations for a five-year action plan with three phases. Many recommendations have already been implemented, while other recommendations are in the planning stages as we move into post-pandemic service. A more extensive discussion of the COA can be found in chapter 3 of this document.

## 2.6 Major Trip Generators

It is estimated that 60% of Beaumont Transit's current passengers are students. Primary travel patterns are between residential neighborhoods and the K-12 schools during peak hours in the morning and afternoon. Unfortunately, as identified in the COA, this type of service is problematic for transit operators. Operating at peak hours typically involves multiple vehicles and staff operating during a concentrated period and around the school start and end times. School service requires a significant amount of resources for the level of service that is provided. The COA recommends Beaumont Transit incorporate the service of schools within its regular routes where possible rather than having specific peak hour service.

Earlier, in Chapter 1.2, demographics of Beaumont state that 62.5% of Beaumont's population over the age of 16 participate in the workforce. Further, the average commute to work for Beaumont residents is 35 minutes. This means that most of Beaumont's adult population drives over 30 minutes to get to work and is generally not in town for the majority of the day. As a result, Beaumont Transit identifies a need to continue to focus on regional transportation as a

means of sustainability. Beaumont Transit offers two commuter link services that connect passengers to regional transportation agencies. Historically, leading up to FY 20, Commuter Link 120 gained more passengers year over year than any other route.

## **2.7 Recent Service Changes**

Beaumont Transit suspended and reorganized service on many routes late FY 20 and early FY 21 due to the pandemic. Service was still provided but accomplished through combination routes. In FY 22 service resumed on all routes, albeit some with shortened schedules. As we move forward into the post-pandemic environment, we are continuing to increase and modify schedules to encourage the use of the public transit system once again. Below are recent service changes unrelated to the effects of the pandemic. We will discuss our planned service changes for FY 24 in Chapter 3.

### **Casino Express**

The Casino Express began service in August 2020. It is an express service from Beaumont Walmart to Casino Morongo and the Outlet Malls. When Route 2 was dissolved, the Casino Express was created as a direct response from passengers needing transportation to their places of employment.

### **Commuter Link 125**

In cooperation with Omnitrans, additional stops were added to the Commuter Link 125 to increase efficiency and connectivity. Additional eastbound and westbound stops at the Redlands Transit Center were added. The Redlands Transit Center connects Beaumont with Omnitrans offering connections to San Bernardino, Redlands, and Yucaipa. This eliminates the need for passengers to travel all the way to San Bernadino to transfer onto other buses that will backtrack to Yucaipa, and other locations.

## **CHAPTER 3 – FUTURE SERVICE PLANS, FARE CHANGES, CAPITAL PLANNING, AND MARKETING**

### **3.1 Planned Service Changes**

The COA completed in November 2020 outlines several recommendations for service enhancements for short and long term. As previously mentioned in Chapter 1, most of these recommendations have been implemented. Beaumont Transit has identified connectivity and convenience as an issue of importance for FY 24. As we move into the post-pandemic environment, many agencies have been adjusting frequency, timepoints, and service area. These changes have interfered with the timepoints that connect passengers with other agencies. In order to better accommodate our passengers' needs, Beaumont has identified 5 routes to modify in FY 24.

- Adjust timepoints on Route 3 to service needs of Cherry Valley and the K-12 school schedules.
- Adjust and increase service on CL 125 for better connectivity with Omnitrans and the Arrow.
- Revamp the Casino Express to extend service into new areas, including the industrial side of Beaumont.
- Expand the service area on Route 7 by utilizing a deviated route for the tripper, the 2<sup>nd</sup> bus. The service will be identified as Route 7-2 and will provide service to the newly developed communities in Beaumont.
- Coordinate connectivity with Banning Connect, RTA, and Metrolink to meet passenger needs, increase convenience and enhance passenger's experience.

### **Casino Express**

The proposed route changes shown below lay out our plans to increase ridership and close a gap in our service area to provide a better service to our community. As mentioned in Chapter 2, the Casino Express is the only fixed route experiencing a decline in ridership for FY 23. Ridership for this route has been declining since its inauguration and it is unsustainable at current ridership levels.

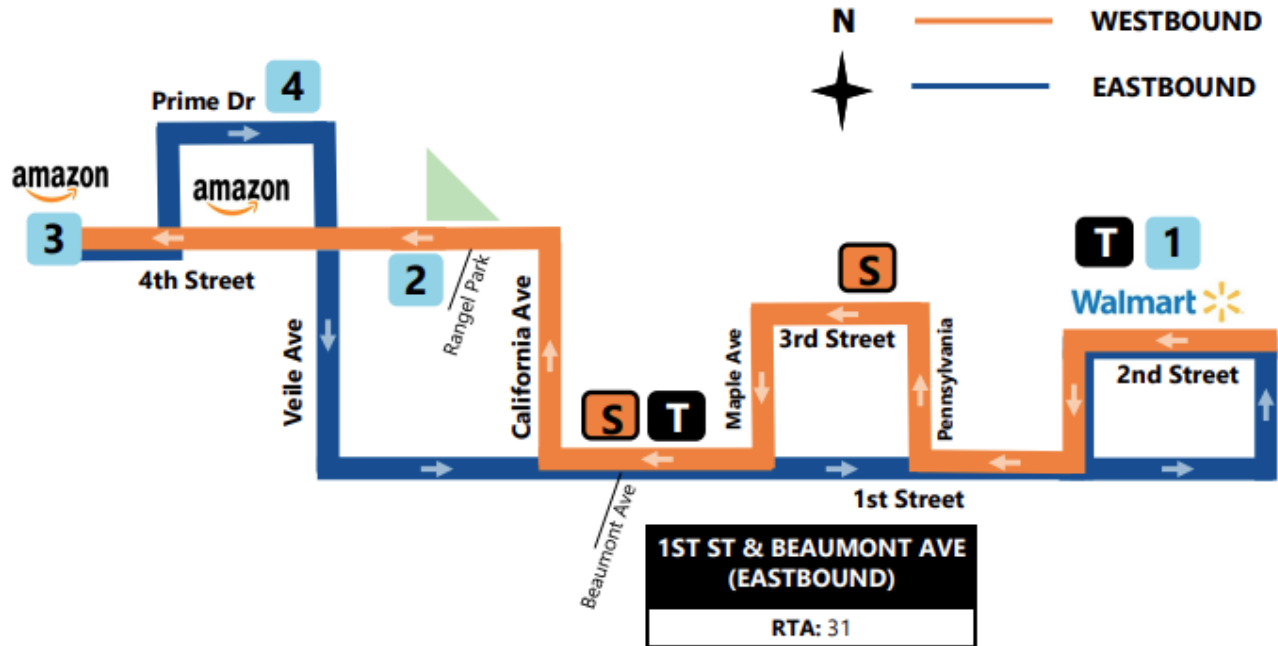
As the City of Beaumont is growing, our working class is growing as well. Many are employed in the warehouses located on the south side of I-10 and Highway 60, and the proposed changes would fill the lack of service to these locations. The changes would also alleviate two timely deviations to Rangel Park and Amazon currently offered on Route 4. This will assist in increasing Route 4's on-time performance and implement changes from both passenger suggestions and a recommendation from Beaumont's COA. The new map for the Casino Express is on the following page.

# CASINO EXPRESS

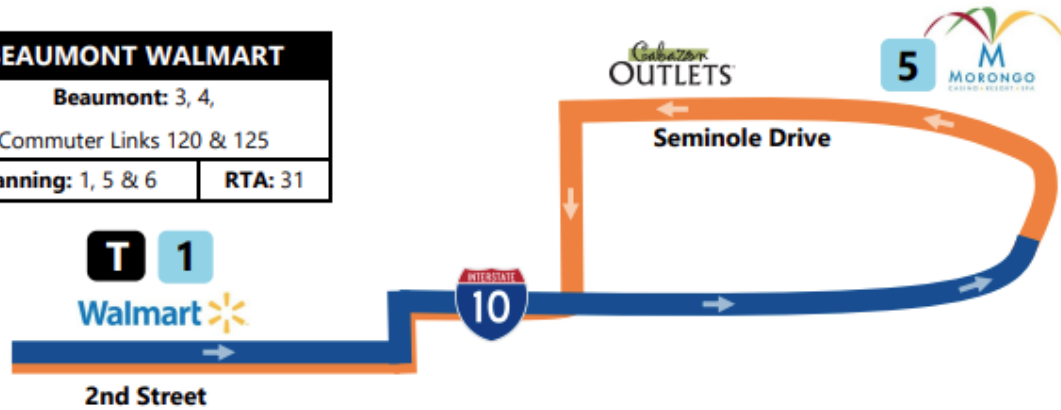
## Beaumont | Amazon | Casino Morongo

**WEEKDAY SERVICE** | *No Service on Holidays*

TRANSFER **T**      TIME POINT        STOP **S**

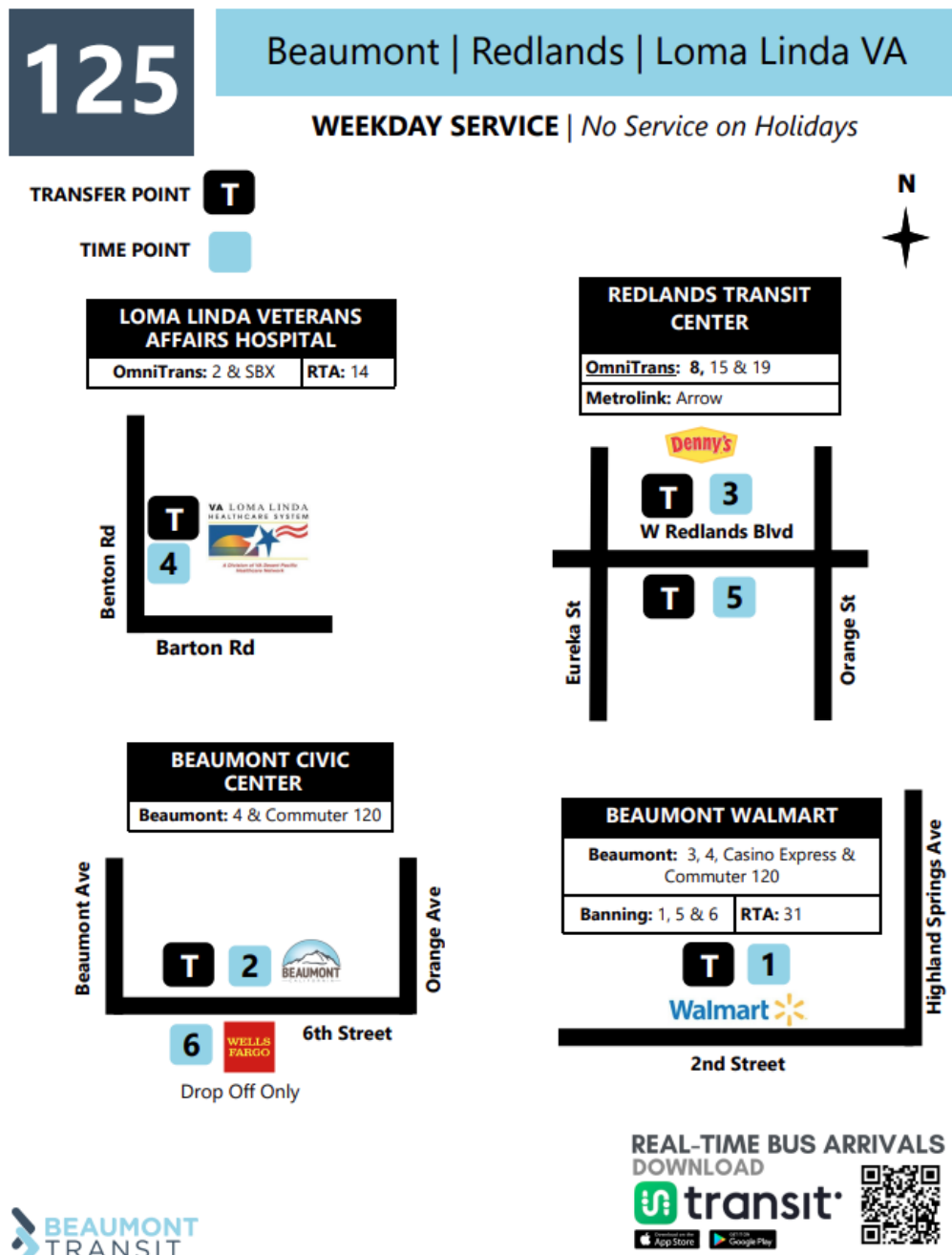


BEAUMONT WALMART	
Beaumont: 3, 4, Commuter Links 120 & 125	
Banning: 1, 5 & 6	RTA: 31



### Commuter Link 125

In FY 24, Beaumont plans to increase service trips on the CL 125 by cutting long layovers, and removing Kaiser Redlands Medical Offices while providing peak service to the Loma Linda VA. This plan has resulted from one month of passenger surveys and data collection. The data revealed only 1.6% of passengers utilize the Kaiser bus stop and, in an effort to attract more riders, a more frequent service between Beaumont and Redlands is needed. This will increase connectivity throughout the day and offer passengers more opportunities to connect with Omnitrans and Metrolink to reach their final destination.

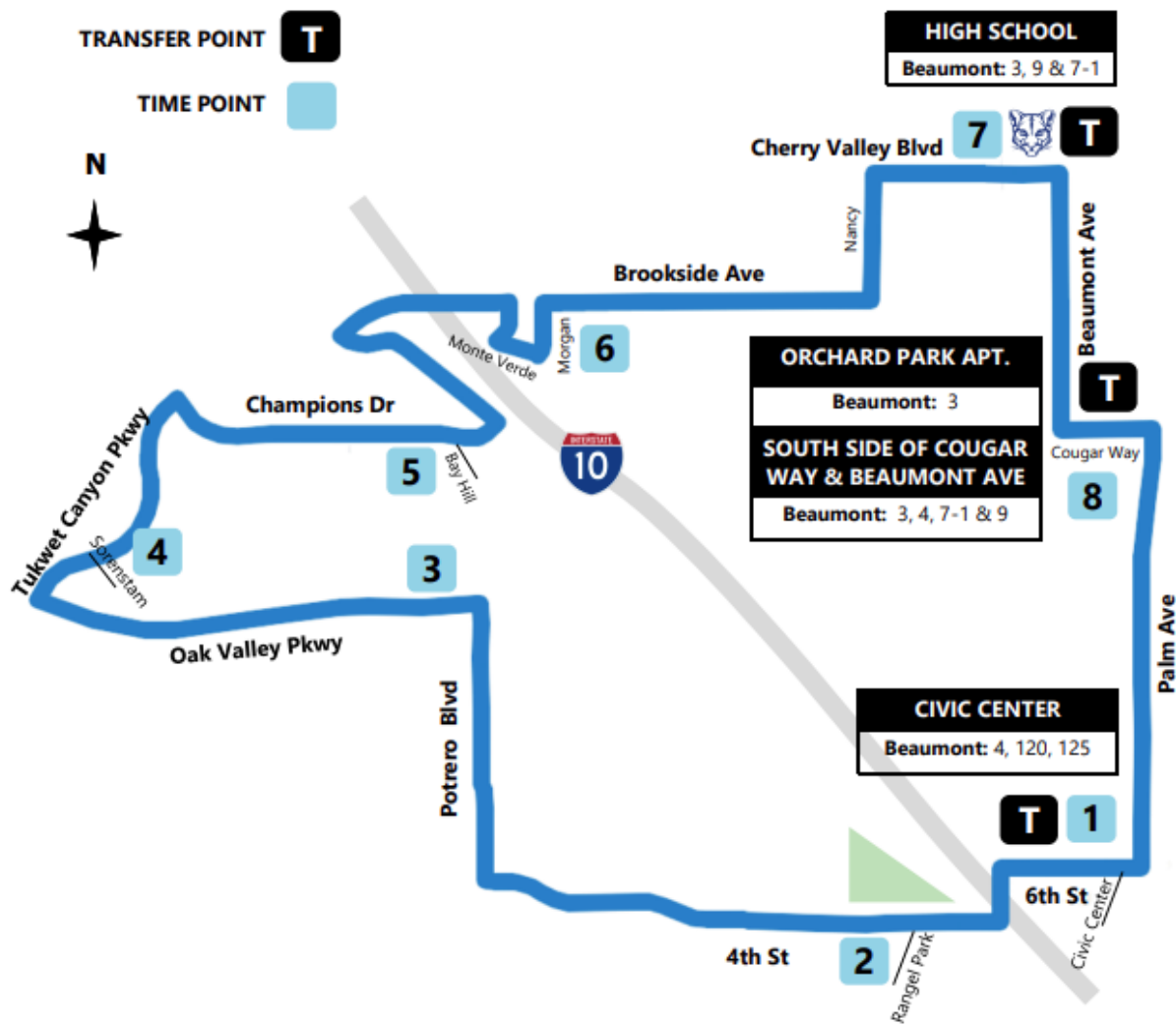


**Route 7**

For FY 24, in response to new developments in Beaumont, modifications to Route 7 are necessary. Due to high ridership, Route 7 currently utilizes one bus and one sweeper. The proposed changes below provide two deviations from the original Route 7, which incorporates service to new communities. The route changes offer service to new areas; however, the route maintains an identical service area and will still ensure there is sufficient capacity for our riders.

# 7-2 Olivewood | Tukwet Canyon

**WEEKDAY SERVICE** | *When school is in session*



### **3.2 Future Marketing Plans, Studies, and Promotions to Promote Ridership**

#### **Free Fare Promotion**

Beaumont Transit has been allocated \$323,000 for a discounted fare promotion. This promotion will allow all passengers to receive discounted fare on Paratransit, Commuter Link and Fixed Route services. The Fixed Route fare will be 25 cents, Commuter Links will be \$1.00, and Dial-a-Ride will be 50 cents for ADA passengers and \$1.00 for companions.

This promotion will begin once funding is received, likely August 2023, and is projected to last 3 years or until funding is exhausted. Beaumont will rely heavily upon free advertising methods for this project in an effort to maximize the impact for our passengers. It is planned that any cost-associated advertising for this project will be concurrent with other outreach efforts and utilize other funding sources.

#### **Advertising**

Beaumont Transit's baseline ridership has declined significantly due to COVID. Funding for advertising has been included in the operations budget to promote our services and gain/regain passengers. As Beaumont transitions from a rural to urban agency, we are taking steps to promote the system by conducting surveys, rider contests, and providing additional facetime to the community.

#### **Increase Community Involvement**

Throughout the year our service is promoted through participation in community events. The opportunity to present our services and fleet to a captive audience has had positive effects with the community that would have normally not considered public transportation.

Beaumont Transit participates in local parades, free rides to all Veterans during the annual Veteran's Expo, the "Stuff the Bus" food drive, and multiple community presentations and events. Additionally, staff provides informational booths at back-to-school nights and orientations. Shuttle service is provided at no cost to the annual signature event, the Cherry Festival, located in the downtown area of Beaumont. This annual festival, arts/crafts, food, and live entertainment gathering is a four-day event with attendance of over 50,000 throughout the four days. All of these efforts are beneficial and help ensure that the public is aware of the services provided to them. These efforts also assist in increasing ridership by exposing choice riders to public transportation.

#### **Micro-transit Feasibility Analysis**

The COA proposed incorporating a regular schedule in the outlying areas of Beaumont to the west in the area known as Olivewood, Fairway Canyon, and Tournament Hills. In the past, service to this area has been unsuccessful and buses would drive empty for most of the day. As a result, service is offered only during the peak hours. However, as the community grows and demographics change, it may be possible to offer a different form of service to the area during the off-peak hours using a micro transit service. In FY 23, Beaumont began to explore the



potential for a micro-transit service. In FY 24, Beaumont anticipates the completion of a Micro-transit feasibility analysis which will determine if the service is feasible. The analysis would also evaluate potential zoning, pricing, and scale of the service.

### **Enhance Bus Prediction Platform**

In FY 23, Beaumont Transit implemented the software Swiftly. Swiftly provides real-time bus predictions on all of our routes. This software will show our passengers in real time how far away the bus is from where they are standing as well as an estimated time of arrival. This is an ideal platform as we move toward implementation of ADA required onboard announcements of upcoming stops and places of interest while on the bus. In addition, this software integrates with other applications. Our route information feeds into Google Maps, Apple Maps, and Transit app which will allow passengers to easily plan out their trips. This technology will be especially useful in enhancing connectivity with the Redlands and San Bernardino Transit Centers.

### **Travel Training**

Beaumont Travel Training program was suspended during the pandemic. However, in FY 23, the program has returned. This program shows passengers how to ride Beaumont Transit to the San Bernardino Transit Center and connect with the Metrolink for trips outside of the region. In the past, we have connected passengers to Los Angeles Union Station, West Hollywood, Oceanside, and Downtown Disney.

Year to date we have offered two travel training opportunities, one to Hollywood and one to LA Union Station. In FY 24, we plan to increase travel training opportunities to resemble pre-pandemic figures more closely. Prior to the pandemic, travel training was offered approximately twelve times per year. Staff is currently planning and coordinating future trips and dates for LA Union Station, Hollywood, San Clemente, and Downtown Disney.

## **3.3 Projected Ridership Growth**

Projecting ridership growth has been problematic for agencies since the pandemic. However, it is reassuring that passenger boardings have continued to recover in FY 23. In FY 22, passenger boardings increased by 74% when compared to the record low in FY 21. In FY 23, we project to end the year with an additional increase of 27% in passenger boardings. Following the trend of a slower recovery year-over-year, we are projecting a 10% increase in passenger boardings for FY 24.

As Beaumont and other agencies collect more data, it is apparent that it will take time to return to FY 19 statistics. Usually, agencies strive for a 2-3% increase in passengers year over year, however, given the circumstances Beaumont Transit is optimistic and projects a 10% increase. Even with this 10% increase, ridership will still be down 24.6% compared to FY 20.

### **3.4 Proposed Fare Structure Changes**

Beaumont’s Comprehensive Operational Analysis, completed in 2020, recommended a 20% fare increase. Due to the pandemic, Beaumont delayed the implementation of any fare increases. In July 2023, Beaumont plans to implement a fare increase of twenty-five cents on Fixed Route Services and Commuter Link Services. For paratransit services, fares will increase by one dollar.

On both fixed routes and commuter links, passengers pay general fare unless they qualify for a discounted fare. Discounted fares are available to seniors, persons with disabilities, veterans, PCA’s or active military.

The following is the planned fare schedule for each of the different services Beaumont offers:

# FARE SCHEDULE

## FIXED ROUTE FARES

PURCHASE MOBILE PASSES  
DOWNLOAD

 Token Transit

Available on the  
App Store | Google Play



Fare Categories	Base Fare	Day Pass	10 Ticket Book	Monthly Pass
General	\$1.50	\$3.50	\$15.00	\$45.00
Child (46" tall or under)**	\$0.50	N/A	N/A	N/A
Seniors (60+)/Disabled*	\$1.00	\$2.50	\$10.00	\$30.00
Military Veterans*	\$1.00	\$2.50	\$10.00	\$30.00
Active Military*	FREE	N/A	N/A	N/A
Deviations (Route 4)	\$0.50	N/A	N/A	N/A

## COMMUTER LINK FARES

Fare Categories	Base Fare	10 Ride Punch Card	Day Pass***	Monthly Pass***
General	\$3.75	\$34.00	\$8.50	\$80.00
Child (46" tall or under)**	\$2.75	\$25.00	\$6.50	\$60.00
Seniors (60+)/Disabled*	\$2.75	\$25.00	\$6.50	\$60.00
Military Veterans*	\$2.75	\$25.00	\$6.50	\$60.00
Active Military*	FREE	N/A	N/A	N/A

\*You must show proper ID for discounted fare.

\*\*Must be accompanied by a paying adult. Limit 2 children at discounted fare.

\*\*\*Day and Monthly Commuter Link passes are valid on Commuter link buses and local fixed routes.

## DIAL-A-RIDE FARES

Fare Categories	Base Fare	10 Ride Punch Card
One-Way	\$3.00	\$27.00
Companion & Child	\$4.00	N/A
PCA (w/ ID)	FREE	FREE
No-Show	\$3.00	N/A

Have exact fare ready when bus arrives.  
Drivers cannot make change.  
NO REFUNDS.



QUESTIONS? (951) 769-8530  
BEAUMONTCA.GOV/TRANSIT

Dial-A-Ride is a door-to-door, advanced reservation transportation service for persons certified under the American with Disabilities Act (ADA).

**JULY 2023**

### **3.5 Capital Improvement Planning**

#### **4<sup>th</sup> & Veile Master Plan**

Beaumont Transit currently owns a 6.15-acre parcel located on 4<sup>th</sup> & Veile in conjunction with the City of Beaumont. Beaumont Transit and Beaumont City Hall are coordinating the development of a master plan for the parcel. It is anticipated that this property will house a CNG Fueling Station, administrative operations facility, and vehicle maintenance facility. In regard to ownership, currently Transit owns approximately 40% of the property and the City owns 60%. It is expected that Transit will share office space in the administrative facility, and a storage area for the public works department.

Thirteen of Beaumont Transit's twenty-two buses are CNG fueled. At this time, Beaumont Transit does not have a fueling station and must use the school district's station, or other stations in Redlands and San Bernadino. The station will be open to the public, providing fast-fill stations as well as slow-fill stations for the buses. The planned CNG station will be fully owned and operated by the Transit department.

In FY 23, Beaumont Transit worked with CTE and RCTC to develop a Zero-Emission Bus Rollout Plan. Beaumont City Council approved the mixed-fleet composition in April 2023. This plan was developed in response to the ICT Regulation adopted by the California Air Resources Board. Given our current fleet composition and ZEB rollout plan, it is expected the property will also have electric vehicle charging infrastructure. Since this property will house not only these facilities, but also the entire Transit fleet, we are evaluating the land usage to potentially include a hydrogen fueling station on this property.

#### **Bus Stop Placement Policy and Improvement Plan**

In the COA, it is recommended that Beaumont Transit develops a Bus Stop Placement Policy. This policy would clearly define how far apart bus stops should be placed as well as the activity level needed to add amenities (such as shelters/benches) to the stop. The policy will also set guidelines for the addition or removal of bus stops.

In FY 24, Beaumont plans to develop a Bus Stop Placement Policy in conjunction with the development of a Bus Stop Improvement Plan. This plan will outline the need for bus stop locations throughout the service area. This includes necessary upgrades to pre-existing bus stops, as well as the implementation of new bus stops. This plan will be essential to enhance the rider experience, appeal to choice-riders, and improve the ease of use and convenience of the public transit system.

Beaumont Transit  
 Short Range Transit Plan  
 FY 2023/2024

**Table 3 Highlights**

- Discounted Fare Promotion for all passengers.
- Continue advertising and passenger outreach.
- Increase community involvement and visibility.
- Complete our micro-transit feasibility analysis.
- Increase trips for the travel training program.
- Implement Fare increase.
- Launch the Proposed Route Changes.

Type	FY 20/21 Audited	FY 21/22 Audited	FY 22/23 Estimated	FY 23/24 Plan
Systemwide Ridership	39,201	68,457	87,054	95,760
Expenses	3,203,538	3,049,072	2,766,250	2,993,669
Revenues	300,115	130,597	306,803	337,174
Farebox Recovery Ratio	22.52%	6.38%	11.09%	11.26%

## **CHAPTER 4 – FINANCIAL PLANNING**

### **4.1 Operating and Capital Budget**

#### **Operating Budget**

As shown in Table 4, represented on the following page, Beaumont Transit projects \$2,993,669 in total expenses for FY 24. This is the expected amount to fully operate Beaumont Transit's services and correlates to an 11.26% farebox recovery ratio systemwide without exemptions.

Included in that amount is:

- \$2,656,495 from Local Transit Funds,
- \$169,000 in Measure A funding,
- \$21,025 in farebox revenues projection,
- \$129,149 in LCTOP Subsidy for the Discounted Fare Promotion
- \$18,000 in other income. Primarily revenues from electric vehicle charging stations.

This correlates to an increase of 8% in requested funding compared to FY 23. This increase is attributable to inflation, proposed route changes and union negotiated raises for drivers. Operational funding is allocated to 80% in personnel, 10% in maintenance and operations, and 10% in contractual services.



**Table 4.0 - Summary of Funding Requests - FY 2023/24**  
**City of Beaumont**  
**Original**

Operating																
Project	Total Amount of Funds	AB 2766	FARE	INT	LCTOP OB	LCTOP PUC99313	LCTOP PUC99314	LTF	MA IB	OTHR LCL	SGR PUC99313	SGR PUC99314	SGR-OB PUC99313	SGR-OB PUC99314	STA - OB	STA PUC99313
1) Operating Assistance	\$1,475,415		\$13,400		\$43,891	\$37,471	\$5,379	\$1,375,205								
2) Commuter Link 120	\$580,961		\$3,833		\$11,833	\$11,334		\$464,461	\$89,500							
3) Commuter Link 125	\$421,573		\$991		\$2,129	\$1,880		\$337,073	\$79,500							
4) Dial A Ride	\$192,085		\$1,813		\$6,574	\$6,137		\$177,561								
5) Casino Express	\$305,835		\$979		\$1,314	\$1,207		\$302,135								
6) Interest and Other Income	\$18,000			\$4,000						\$14,000						
<b>Sub-total Operating</b>	<b>\$2,993,669</b>	<b>\$0</b>	<b>\$21,025</b>	<b>\$4,000</b>	<b>\$65,741</b>	<b>\$58,029</b>	<b>\$5,379</b>	<b>\$2,656,495</b>	<b>\$169,000</b>	<b>\$14,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Capital																
Project	Total Amount of Funds	AB 2766	FARE	INT	LCTOP OB	LCTOP PUC99313	LCTOP PUC99314	LTF	MA IB	OTHR LCL	SGR PUC99313	SGR PUC99314	SGR-OB PUC99313	SGR-OB PUC99314	STA - OB	STA PUC99313
21-01 CNG Station - 21-01	\$-500,000														\$-500,000	
21-02 Fleet Maintenance and Operations Facility - 21-02	\$-676,999														\$-676,999	
21-04 2- Electric Shuttle EV Star - 21-04	\$-67,134														\$-67,134	
21-05 New Vehicle Communications - 21-05	\$-48,437														\$-48,437	
23-05 Bus Prediction Platform and Tablets - 23-05	\$-1,067														\$-1,067	
24-01 Seven EZ Rider II CNG Buses - 24-01	\$6,350,000															\$6,350,000
24-02 Support Vehicles - 24-02	\$120,000														\$116,638	\$3,362
24-03 Bus Stop Placement and Improvement Plan - 24-03	\$40,000															\$2,404
24-04 Bus Stop Improvements and Amenities - 24-04	\$60,000										\$56,616	\$3,384				
24-05 4th & Valle Construction - 24-05	\$3,450,892												\$151,170	\$24,483	\$3,275,239	
Administrative, Fleet Maintenance & Operations Facility - 20-02	\$-477,200														\$-477,200	
CNG Station Improvements - 19-01	\$-230,215														\$-230,215	
CNG Station Improvements - 20-01	\$-1,600,000														\$-1,600,000	
Modernization of Maintenance Facility - 19-04	\$-66,478														\$-66,478	
Passenger Amenities - 20-04	\$-65,741				\$-65,741										\$-65,741	
<b>Sub-total Capital</b>	<b>\$0,387,621</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$-65,741</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$56,616</b>	<b>\$3,384</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$6,355,766</b>
<b>Total Operating &amp; Capital</b>	<b>\$9,381,290</b>	<b>\$0</b>	<b>\$21,025</b>	<b>\$4,000</b>	<b>\$0</b>	<b>\$58,029</b>	<b>\$5,379</b>	<b>\$2,656,495</b>	<b>\$169,000</b>	<b>\$14,000</b>	<b>\$56,616</b>	<b>\$3,384</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$6,355,766</b>
FY 2023/24 Projected Funding Details																
Total Estimated Operating Funding Request	\$2,993,669															

**Tables 4A**

**7 - EZ Rider II CNG Buses (Project 24-01)**

In FY 24, Beaumont Transit proposes to purchase seven CNG EZ Rider II buses. These buses are full size transit buses and have a seated capacity of thirty passengers. These buses will replace the aging vehicles in the fleet.



**FY 2023/24 SRTP**

**City of Beaumont**

**Table 4.0 A - Capital Project Justification  
Original**

**Project Number:** 24-01

**FTIP No:** Not Assigned - New Project

**Project Name:** 24-01 Seven EZ Rider II CNG Buses

**Category:** Bus

**Sub-Category:** Replacement

**Fuel Type:** CNG

**Project Description:** Purchase of seven CNG EZ Rider II buses.

**Project Justification:** Aging vehicle replacement.

**Project Schedule:**

Start Date	Completion Date

**PROJECT FUNDING SOURCES (REQUESTED):**

Fund Type	Fiscal Year	Amount
STA PUC99313	FY 2023/24	\$6,350,000
Total		\$6,350,000

**PRIOR YEAR PROJECTS OF A SIMILAR NATURE WITH UNEXPENDED BALANCE INCLUDING PROJECTS APPROVED BUT NOT YET ORDERED**

FTA Grant No.	FTIP ID No.	RCTC/SRTP Project No.	Description



**Support Vehicles (Project 24-02)**

The Vehicle Maintenance department currently utilizes three support vehicles that have served their useful life. These vehicles were all retired and donated to Transit from the Police Department approximately 10 years ago.



**FY 2023/24 SRTP**

**City of Beaumont**

**Table 4.0 A - Capital Project Justification**

**Original**

**Project Number:** 24-02

**FTIP No:** Not Assigned - New Project

**Project Name:** 24-02 Support Vehicles

**Category:** Support Vehicles

**Sub-Category:** Replacement

**Fuel Type:** Other

**Project Description:** Replace 2 support vehicles for our vehicle maintenance department and 1 for Transit admin.

**Project Justification:** These vehicles have served their useful life and it is necessary to replace these vehicles with newer, and more fuel-efficient vehicles.

**Project Schedule:**

Start Date	Completion Date

**PROJECT FUNDING SOURCES (REQUESTED):**

Fund Type	Fiscal Year	Amount
STA - OB	FY 2023/24	\$116,638
STA PUC99313	FY 2023/24	\$3,362
Total		\$120,000

**PRIOR YEAR PROJECTS OF A SIMILAR NATURE WITH UNEXPENDED BALANCE INCLUDING PROJECTS APPROVED BUT NOT YET ORDERED**

FTA Grant No.	FTIP ID No.	RCTC/SRTP Project No.	Description

**Bus Stop Placement and Improvement Plan (Project 24-03)**

As mentioned previously, the COA completed in 2020 recommended that Beaumont establishes a Bus Stop Placement Policy. This project will allow for the concurrent completion of both the policy and a plan that will outline the implementation of new bus stops and the improvements to be made to pre-existing stops.



**FY 2023/24 SRTP**

**City of Beaumont**

**Table 4.0 A - Capital Project Justification  
Original**

**Project Number:** 24-03

**FTIP No:** Not Assigned - New Project

**Project Name:** 24-03 Bus Stop Placement and Improvement Plan

**Category:** Planning/Feasibility

**Sub-Category:** Study

**Fuel Type:** N/A

**Project Description:** Conduct a study to create a bus stop improvement plan that details bus stop locations and necessary improvements for the stops.

**Project Justification:** Beaumont currently does not have a placement or improvement plan. This will help to better use resources to ensure stops are spaced adequately and have the appropriate amenities

**Project Schedule:**

Start Date	Completion Date

**PROJECT FUNDING SOURCES (REQUESTED):**

Fund Type	Fiscal Year	Amount
STA PUC99313	FY 2023/24	\$2,404
STA PUC99314	FY 2023/24	\$37,596
Total		\$40,000

**PRIOR YEAR PROJECTS OF A SIMILAR NATURE WITH UNEXPENDED BALANCE INCLUDING PROJECTS APPROVED BUT NOT YET ORDERED**

FTA Grant No.	FTIP ID No.	RCTC/SRTP Project No.	Description

**Bus Stop Improvements and Amenities (Project 24-04)**

This project will fund the implementation and improvements of bus stops outlined in the City’s completed Bus Stop Placement and Improvement Plan (Project 24-03).



**FY 2023/24 SRTP**

**City of Beaumont**

**Table 4.0 A - Capital Project Justification  
Original**

**Project Number:** 24-04

**FTIP No:** Not Assigned - New Project

**Project Name:** 24-04 Bus Stop Improvements and Amenities

**Category:** Bus Stop and Amenities

**Sub-Category:** Rehabilitation/Improvement

**Fuel Type:** N/A

**Project Description:** This project will improve existing bus stops and provide better amenities for our customers

**Project Justification:** Many bus stops in the City do not have the adequate features that customers are accustomed to. This project would enhance customer experience at stops throughout the City. Implementation will take place after the plan is developed.

**Project Schedule:**

Start Date	Completion Date

**PROJECT FUNDING SOURCES (REQUESTED):**

Fund Type	Fiscal Year	Amount
SGR PUC99313	FY 2023/24	\$56,616
SGR PUC99314	FY 2023/24	\$3,384
Total		\$60,000

**PRIOR YEAR PROJECTS OF A SIMILAR NATURE WITH UNEXPENDED BALANCE INCLUDING PROJECTS APPROVED BUT NOT YET ORDERED**

FTA Grant No.	FTIP ID No.	RCTC/SRTP Project No.	Description

**4<sup>th</sup> & Veile Construction (Project 24-05)**

As discussed in Chapter 3, the City of Beaumont and Beaumont Transit are coordinating the development of a master plan for the property located on 4<sup>th</sup> & Veile in Beaumont. This project combines previously allocated funding for the individual projects to be completed at this location. The property is expected to house a CNG Station, Administrative Operations Facility and Vehicle Maintenance Facility.



**FY 2023/24 SRTP**

**City of Beaumont**

**Table 4.0 A - Capital Project Justification  
Original**

**Project Number:** 24-05

**FTIP No:** Not Assigned - New Project

**Project Name:** 24-05 4th & Veile Construction

**Category:** Buildings and Facilities

**Sub-Category:** Expansion

**Fuel Type:** N/A

**Project Description:** Beaumont Transit, in conjunction with City Hall, owns a property located on 4th & Veile. This property is expected to house a CNG Station, a fleet maintenance facility and an administrative operations facility. If feasible, this property will also include a hydrogen fueling station.

**Project Justification:** This project compiles funding for the individual projects and is not a request for additional funding.

**Project Schedule:**

Start Date	Completion Date

**PROJECT FUNDING SOURCES (REQUESTED):**

Fund Type	Fiscal Year	Amount
SGR-OB PUC99313	FY 2023/24	\$151,170
SGR-OB PUC99314	FY 2023/24	\$24,483
STA - OB	FY 2023/24	\$3,275,239
Total		\$3,450,892

**PRIOR YEAR PROJECTS OF A SIMILAR NATURE WITH UNEXPENDED BALANCE INCLUDING PROJECTS APPROVED BUT NOT YET ORDERED**

FTA Grant No.	FTIP ID No.	RCTC/SRTP Project No.	Description

## Fare Revenue Calculation

Table 4B reflects the historical and planned farebox recovery ratio. This table provides the farebox recovery ratio with and without exclusions.

The FY 22 Audit reflects an unfavorable favorable farebox recovery ratio primarily due to the exclusion of services. Excluded routes for FY 22 included CL 120, CL 125, Route 3/4, and the Casino Express. The exclusion of Measure A funding for the Commuter Links negatively impacted the Farebox Recovery Ratio and is reflected in this audit. As transit agencies are still recovering from the pandemic this funding is essential for the sustainability of commuter services.

The estimated farebox ratios for FY 23 and FY 24 reflect a rising farebox recovery ratio, both with exclusions and systemwide. This is attributable to recovering ridership and the inclusion of Measure A funding for the operations of the commuter links. In FY 23, the CL 120 became an included service for the farebox recovery ratio. In FY 24, CL 125 will also be included, and the Casino Express will be the only route excluded from the farebox recovery calculation.

In Table 4B, audited figures account for system depreciation which decreases total expenses. In the estimates for FY 23 and FY 24, depreciation is not accounted for. It is also worth noting that in FY 22 the auditors did not include Measure A funding as gross revenue. While this does not affect the farebox recovery ratio with exclusions, as both commuter links were excluded in this FY, this does reflect a lower systemwide farebox recovery ratio than the correctly calculated ratio.

**Beaumont Transit**  
**Short Range Transit Plan**  
**FY 2020/21- 2022/23**



**Table 4B Fare Revenue Calculation**

(Consistent with RCTC Farebox Recovery Policy 3/12/2008)



#	Revenue Sources Included in Farebox Calculation	FY 20/21 Audited	FY 21/22 Audited	FY 22/23 Projected	FY 23/24 Plan
1	Passenger Fares	18,116	88,117	74,438	21,025
2	Other Income	3,153	4,005	28,365	18,000
3	LCTOP/Local Funds/ Measure A	278,846	38,475	204,000	298,149
4	Gross Revenue	300,115	130,597	306,803	337,174
5	Revenue Exclusion (Excluded Routes)	-9,394	-43,683	-65,193	-3,500
6	Net Revenue (1-4)	290,721	86,914	241,610	333,674
7	Gross Expenses	3,203,538	3,049,072	2,766,250	2,993,669
8	Total Exclusions (Excluded routes)	-1,912,655	-1,687,079	-590,175	-305,635
9	Net Expense (6-7)	1,290,883	1,361,993	2,176,075	2,688,034
10	Farebox Recovery Ratio with Exclusions (Line 6 / Line 9)	22.52%	6.38%	11.10%	12.41%
11	Farebox Recovery Ratio systemwide-no exclusions (Line 4 / Line 7)	9.37%	4.28%	11.09%	11.26%

## 4.2 Funding Plans to Support Proposed Operating and Capital Program

Beaumont Transit continues to explore all available funding options to support transit operating and capital costs. Current secured funding includes STA, LTF, Measure A, LCTOP, Carl Moyer, and SGR and is void of any federal funding.

As Beaumont proceeds in the post-pandemic environment and into an urban setting from the 2020 population census, our funding needs are speculative in nature currently. Depending on the farebox recovery ratio set beyond FY 24, additional funding will need to be secured from other sources.

In anticipation of the implementation of a graduated farebox recovery ratio, Beaumont is evaluating next steps to potentially receive federal funding. Beaumont is also creating plans to capitalize preventative maintenance, sell advertising space, among other methods to increase revenues and decrease operating expenses. To provide a baseline scenario, the next 3 FY's will be budgeted without additional funding or revenues. This scenario will help provide a better understanding of the need for, or lack of, additional funding in the coming years. Beaumont Transit will continue to make steps towards the graduated farebox recovery ratio and will submit final plans upon receipt of official requirements.

### FY 25 Proposed Budget

In FY 25, Beaumont Transit proposes an operational budget 3% higher than that proposed in this FY 24 budget when a 12% farebox recovery is the goal. LTF, Measure A, LCTOP, and other income is budgeted with a 3% increase. Farebox collection is anticipated to have a 6% increase over that proposed in FY 24.



**Table 4.1 - Summary of Funding Requests - FY 2024/25**  
City of Beaumont  
Original

Operating										
Project	Total Amount of Funds	FARE	INT	LCTOP PUC99313	LCTOP PUC99314	LTF	MA IB	STA PUC99313	STA PUC99314	
1) Operating Assistance	\$1,527,055	\$14,214		\$86,570	\$5,375	\$1,420,896				
2) Commuter Link 120	\$601,295	\$4,063		\$24,457		\$480,875	\$92,000			
3) Commuter Link 125	\$436,328	\$1,050		\$4,250		\$349,028	\$82,000			
4) Dial A Ride	\$186,808	\$1,922		\$13,474		\$183,412				
5) Casino Express	\$316,332	\$1,038		\$2,872		\$312,822				
6) Interest and Other Income	\$18,540		\$18,540							
<b>Sub-total Operating</b>	<b>\$3,086,358</b>	<b>\$22,287</b>	<b>\$18,540</b>	<b>\$131,523</b>	<b>\$5,375</b>	<b>\$2,746,633</b>	<b>\$174,000</b>	<b>\$0</b>	<b>\$0</b>	
Capital										
Project	Total Amount of Funds	FARE	INT	LCTOP PUC99313	LCTOP PUC99314	LTF	MA IB	STA PUC99313	STA PUC99314	
24-05 4th & Vella Construction - 25-01	\$5,000,000							\$4,974,000	\$26,000	
25-02 Electric Charging Infrastructure - 25-02	\$500,000							\$500,000		
25-03 Master Plan for Hydrogen Station - 25-03	\$200,000							\$200,000		
<b>Sub-total Capital</b>	<b>\$5,700,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,674,000</b>	<b>\$26,000</b>	
<b>Total Operating &amp; Capital</b>	<b>\$8,786,358</b>	<b>\$22,287</b>	<b>\$18,540</b>	<b>\$131,523</b>	<b>\$5,375</b>	<b>\$2,746,633</b>	<b>\$174,000</b>	<b>\$5,674,000</b>	<b>\$26,000</b>	
<b>FY 2024/25 Projected Funding Details</b>										
FARE	\$22,287									
INT	\$18,540									
LCTOP PUC99313	\$131,523									
LCTOP PUC99314	\$5,375									
LTF	\$2,746,633									
MA IB	\$174,000									
Total Estimated Operating Funding Request	\$3,086,358									
STA PUC99313	\$5,674,000									
STA PUC99314	\$26,000									
Total Estimated Capital Funding Request	\$5,700,000									
<b>Total Funding Request</b>	<b>\$8,786,358</b>									

## FY 26 Proposed Budget

In FY 26, Beaumont Transit continues to propose an operational budget of a 3% increase over FY 25. LTF, Measure A, LCTOP, and other income is budgeted with a 3% increase over FY 24. Farebox collection is anticipated at a 6% increase over that proposed in FY 24. The increase in farebox should reflect the growth of passengers as the system recovers and outreach efforts come to fruition



**Table 4.2 - Summary of Funding Requests - FY 2025/26**  
City of Beaumont  
Original

Operating										
Project	Total Amount of Funds	FARE	INT	LCTOP PUC99313	LCTOP PUC99314	LTF	MA IB	STA PUC99313		
1) Operating Assistance	\$1,690,502	\$15,096		\$92,087	\$5,375	\$1,487,974				
2) Commuter Link 120	\$622,340	\$4,306		\$28,030		\$497,004	\$95,000			
3) Commuter Link 125	\$451,901	\$1,113		\$4,204		\$340,984	\$85,000			
4) Dial A Ride Operating Assistance	\$208,760	\$2,038		\$14,281		\$188,440				
5) Casino Express	\$327,404	\$1,099		\$2,832		\$323,473				
5) Interest and Other Income	\$19,096		\$19,096							
<b>Sub-total Operating</b>	<b>\$3,206,709</b>	<b>\$23,620</b>	<b>\$19,096</b>	<b>\$139,734</b>	<b>\$5,375</b>	<b>\$2,838,864</b>	<b>\$180,000</b>	<b>\$0</b>		
Capital										
Project	Total Amount of Funds	FARE	INT	LCTOP PUC99313	LCTOP PUC99314	LTF	MA IB	STA PUC99313		
26-01 Hydrogen Fueling Station - 26-01	\$9,300,000							\$9,300,000		
26-02 Bus Stop Improvements - 26-02	\$50,000							\$50,000		
<b>Sub-total Capital</b>	<b>\$9,350,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$9,350,000</b>		
<b>Total Operating &amp; Capital</b>	<b>\$12,556,709</b>	<b>\$23,620</b>	<b>\$19,096</b>	<b>\$139,734</b>	<b>\$5,375</b>	<b>\$2,838,864</b>	<b>\$180,000</b>	<b>\$9,350,000</b>		
FY 2025/26 Projected Funding Details										
FARE	\$23,620									
INT	\$19,096									
LCTOP PUC99313	\$139,734									
LCTOP PUC99314	\$5,375									
LTF	\$2,838,864									
MA IB	\$180,000									
Total Estimated Operating Funding Request	\$3,206,709									
STA PUC99313	\$9,350,000									
Total Estimated Capital Funding Request	\$9,350,000									
<b>Total Funding Request</b>	<b>\$12,556,709</b>									



### 4.3 Regulatory and Compliance Requirements

#### **The American with Disabilities Act of 1990**

The Dial-A-Ride service provides complimentary paratransit services as a required element of ADA. Although Beaumont Transit does not have an internal application process due to staffing constraints, all other public transit operators' identification cards are accepted as verification on all routes. For those passengers requiring DAR services, ADA applications are submitted and processed with Riverside Transit Agency (RTA).

#### **California Air Resources Board – ICT Regulation**

The California Air Resources Board has adopted the Innovative Clean Transit Regulation, which outlines a goal for transitioning all public fleets to zero-emission vehicles by 2040. Beaumont is preparing for the transition and the City Council has approved a mixed fleet solution to reach this goal. This means Beaumont will gradually begin purchasing both hydrogen and battery-electric buses. As outlined in Beaumont's ZEB rollout plan, beginning in 2026, 25% of bus purchases will utilize zero-emission technology. In 2029, it is planned that 100% of purchases will be zero-emission.

Beaumont Transit System operates thirteen CNG buses, two electric shuttles, and six gasoline powered vehicles. Future vehicle purchases, like all current purchases, will follow the CARB ICT Regulation, as well as RCTC and SCAQMD policies.

#### **DBE, EEO, and Title VI**

Beaumont Transit System does not utilize federal funds for operating expenses. As such, DBE, EEO, and Title VI requirements do not currently apply to this public transit operator.

#### **Triennial Performance Audit**

RCTC retained the services of Michael Baker International to conduct the TDA triennial performance audit of the public transit operators under its jurisdiction in Riverside County, including Beaumont Transit, for Fiscal Years 2018-2019 through 2020-2021. Triennial audit recommendations from 2019-2021 are included in the following Table 4.5.

**Beaumont Transit**  
**Short Range Transit Plan**  
**FY 2023/2024**



**Table 4.5 TDA Triennial**  
**FYs 2019-2021**  
***Draft Recommendations***



Audit Recommendations	Action Taken and Results
Prepare and submit separate State Controller Transit Operators Financial Transactions Reports for public transit and specialized service.	Beaumont will request auditors to report the information in this manner.
Ensure timely completion and submittal of external TDA financial reports.	Beaumont submits information to auditors in October. To help keep on schedule, it is proposed that the hiring entity of the auditors advise of the schedules for timely completion.
Regularly update the vehicle fleet list in TransTrack	This recommendation is due to an error on the initial draft. Beaumont will continue to update the vehicle inventory list regularly.
Re-engage with riders and collect user input	Beaumont Transit conducted surveys to engage with passengers, as suggested, in FY23. Beaumont plans to continue to increase outreach in the coming years.

#### 4.4 Open Capital Projects

This concluding section provides a summary of open capital projects, and the unfunded balances outstanding for each project. On the following page, Table 4.6 defines the projects by element as shown in the legend below.

##### Legend

Project Elements:	
1	Revenue Vehicle Purchases
2	Non-Revenue Vehicle Purchase
3	Vehicle Systems and Equipment
4	Building, Land and Facilities
5	Communication and Information Technology Systems
6	Transit Shelters and Amenities
7	Fixed Guideways and Tracks
8	Debt Service
9	Maintenance
10	Security
11	Planning Feasibility

Funding Category	
1	Fully Funded
2	Partially Funded

Beaumont Transit  
Short Range Transit Plan  
FY 2023/2024



**Table 4.6 Open Projects**



Project Name	SRTP Capital Project No's	Project Element	Funding Category	Project Timeline	Total Project Cost	Unfunded Balance
<b>CNG Station</b>	19-01, 20-01, 21-01	4	1	FY 24	2,830,156	500,000
<b>Shop Building Maintenance</b>	17-4	4	1	Current	50,000	0
<b>Shop Tools</b>	20-05	9	1	Current	41,590	0
<b>Mobile Lifts</b>	22-04	9	1	Current	60,000	0
<b>Brand &amp; Logo Update</b>	20-03	6	1	Current	156,000	0
<b>Bus Stop Amenities</b>	20-04	6	2	Current	129,943	100,000
<b>Video Cameras</b>	22-02	10	1	Current	140,000	0
<b>Micro-transit Feasibility Analysis</b>	23-02	11	1	Current	100,000	0
<b>Administrative Operations Facility and Vehicle Maintenance Facility</b>	20-02, 21-02, 19-04	4	2	FY 24-25	1,220,677	4,500,000
<b>Bus Replacements</b>	23-01, 22-01	1	1	Awaiting Delivery	3,100,000	0
<b>2 Hybrid Support Vehicles</b>	23-04	2	1	Awaiting Delivery	80,000	0
<b>Shop Truck</b>	23-03	2	1	Current	150,000	0



## Staff Report

**TO:** City Council  
**FROM:** Elizabeth Gibbs, City Manager  
**DATE** May 2, 2023  
**SUBJECT:** Approval of Acquisition Agreement for Community Facilities District No. 2016-3 (Sundance) and Authorizing the Issuance of its Special Tax Bonds, Series 2023

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**Description** Approval of Acquisition Agreement for Community Facilities District No. 2016-3 (Sundance) and Authorizing the Issuance of its Special Tax Bonds, Series 2023

### **Background and Analysis:**

Pursuant to the terms of a settlement agreement dated February 7, 2017, by and between the City and Pardee Homes, the City formed the Community Facilities District (“CFD” or “District”) 2016-3 on February 7, 2017, as part of a resolution of certain claims by Pardee Homes. Subsequent to a noticed public hearing on February 7, 2017, the City Council adopted resolutions which established the District, authorized the levy of a special tax within the District, determined the necessity to incur bonded indebtedness within the District, and called an election within the District on the proposition of incurring bonded indebtedness, levying a special tax and setting an appropriations limit within the District.

On February 7, 2017, an election was held within the District at which the landowners eligible to vote approved the issuance of bonds for the District in an amount not to exceed \$22,000,000 and approved a rate and method of apportionment of special tax for the District.

The District is located in the northeastern part of the City and is bounded by Starlight Avenue to the west, North Highland Springs Avenue to the east and Cougar Way to the north. Tri Pointe Homes IE-SD, Inc., a California corporation (“Tri Pointe”) as successor in interest to Pardee Homes, is developing the land within the District into a residential development of 704 age-restricted (55+) single family detached homes known as “Altis Beaumont.”

As of February 1, 2023, the date of value of the Appraisal Report, of the 704 units planned, 416 had been completed and conveyed to individual homeowners, 24 units had been completed and were owned by the Developer, and 264 units were either in various stages of construction, finished lots or partially finished lots. As of February 1, 2023, 561 lots had building permits pulled and will be classified and levied against as Developed Property beginning in FY 2023-24. Between February 1 and April 10, 2023, an additional 8 units had been conveyed to individual homeowners, bringing the total to 424. As of April 10, 2023, there are 14 homes in escrow.

<b>Ownership/Development Summary</b>		
	<u><b>1-Feb-23<sup>1</sup></b></u>	<u><b>10-Apr-23<sup>2</sup></b></u>
Completed - Individual Homeowners	416	424
Completed - Developer	24	23
Under Construction/Lot Condition	<u>264</u>	<u>257</u>
<b>Total</b>	<b>704</b>	<b>704</b>

<sup>1</sup>Date of Value of the Appraisal Report. <sup>2</sup>Most Recent Data Provided by the Developer.

Based on current market conditions, the proposed 2023 Special Tax Bonds (“2023 Bonds”) are expected to be issued in an amount of \$9,050,000 with a final maturity of September 1, 2053. Proceeds will be used primarily to reimburse Tri Pointe for the cost of public facilities constructed by Tri Pointe and for development impact fees paid by Tri Pointe. A description of such facilities and fees is contained in Exhibit A to the Acquisition Agreement and in the Preliminary Official Statement (“Facilities”).

The attached resolutions approve the Acquisition Agreement, the issuance of the 2023 Bonds and forms of an Indenture, Bond Purchase Agreement, Continuing Disclosure Certificate and Preliminary Official Statement. The Preliminary Official Statement contains the SEC mandated disclosure related to the Cease and Desist Order and the Beaumont Financing Authority’s compliance history with its continuing disclosure undertakings. As part of its obligations under federal securities laws, Council should review the Preliminary Official Statement. The Acquisition Agreement establishes the terms pursuant to which the District will reimburse Tri Pointe for the eligible facilities which Tri Pointe has completed and conveyed to the City or for certain development impact fees paid by Tri Pointe. The attached resolutions authorize the City and District to execute the Acquisition Agreement.

Pricing is currently scheduled for mid-May and closing is expected to occur two weeks later.

The table below highlights estimated financing statistics of the 2023 Bonds based on current market conditions.

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<b>Summary of Financing Statistics</b>	
Par Amount	\$9,050,000
Total Interest Cost	5.00%
Average Annual Debt Service	587,504
Total Debt Service	17,783,424
Average Projected Levy Per Developed Parcel (FYs	1,593

Preliminary, Subject to Change; Based on Current Market Conditions  
¹Projected Special Tax Levy Divided by Total Number of Developed Parcels (561)

The bond documents allow for the future issuance of additional bonds payable from the Special Tax levy on parity with the 2023 Bonds. Parity bonds may be issued when the remaining units under construction or various lot conditions are conveyed to individual homeowners.

As required under Section 5852.1 of the California Government Code, good faith estimates have been provided to the City in Attachment A by Urban Futures, Inc., the Municipal Advisor, in consultation with Stifel, Nicolaus & Company, Incorporated, the underwriter of the 2023 Bonds. These amounts are estimates and the final costs will depend on market conditions and can be expected to vary from the estimated amounts outlined in Attachment A.

**Fiscal Impact:**

The 2023 Bonds are paid from special taxes levied in the District. There is no fiscal impact to the City’s General Fund. The City will, however, be required to provide administration for the District, which will be funded as part of the annual special tax levy.

As previously mentioned, the average projected levy per developed parcel will be approximately \$1,593 for Fiscal Years 2024-52.

**Recommended Action:**

Waive the full reading and adopt 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 City of Beaumont Community Facilities District No. 2016-3 (Sundance) and Approving Certain Documents and Taking Certain other Actions in Connection Therewith” and

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 District No. 2016-3 (Sundance), Authorizing the Issuance of Its 2023 Special Tax Bonds in an Aggregate Principal Amount not to Exceed \$10,000 and Approving Certain Documents and Taking Certain Other Actions in Connection Therewith.”

**Attachments:**

1. Good Faith Estimates
2. City Resolution Approving the Acquisition Agreement
3. CFD No. 2016-3 Resolution Authorizing the Issuance of Bonds
4. Acquisition Agreement
5. Indenture of Trust
6. Bond Purchase Agreement
7. Continuing Disclosure Certificate
8. Preliminary Official Statement



## ATTACHMENT A

### GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the 2023 Bonds in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the District by Urban Futures, Inc., the District's Municipal Advisor, in consultation with the Underwriter, Stifel Nicolaus.

**Principal Amount.** The Municipal Advisor has informed the District that, based on the District's financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the 2023 Bonds to be sold is \$9,050,000 ("Estimated Principal Amount").

**True Interest Cost of the Bonds.** The Municipal Advisor has informed the District that, assuming that the respective Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the 2023 Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the 2023 Bonds, is 5.00%.

**Finance Charge of the Bonds.** The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the 2023 Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the 2023 Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the 2023 Bonds), is \$336,321. Additionally, there will be an annual Trustee fee of roughly \$2,000 for as long as the 2023 Bonds are outstanding.

**Amount of Proceeds to be Received.** The Municipal Advisor has informed the District that, assuming the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the District for sale of the 2023 Bonds, less the finance charge of the 2023 Bonds, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the 2023 Bonds, is \$8,250,000.

**Total Payment Amount.** The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the 2023 Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments the District will make to pay debt service on the 2023 Bonds, plus the finance charge for the 2023 Bonds, as described above, not paid with the respective proceeds of the 2023 Bonds, calculated to the final maturity of the 2023 Bonds, is \$17,783,424. Additionally, there will be an annual Trustee fee of \$2,000 for as long as the 2023 Bonds are outstanding.

The foregoing estimates constitute good faith estimates only and are based on market conditions prevailing at the time of preparation of such estimates. The actual principal amount of the 2023 Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to: (a) the actual date of the sale of the 2023 Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of 2023 Bonds sold being different from the respective Estimated Principal Amounts, (c) the actual amortization of the 2023 Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the 2023 Bonds being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the District's financing plan, or a combination of such factors. The actual date of sale of the 2023 Bonds and the actual principal amount of 2023 Bonds sold will be determined by the District based on various factors. The actual interest rates borne by the 2023 Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the 2023 Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the District.

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, AUTHORIZING THE EXECUTION AND DELIVERY OF AN ACQUISITION AGREEMENT RELATING TO CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 2016-3 (SUNDANCE) AND APPROVING CERTAIN DOCUMENTS AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH**

WHEREAS, the City Council (the “City Council”) of the City of Beaumont, California (the “City”), located in Riverside County, California, has heretofore undertaken proceedings and declared the necessity to issue bonds by the City of Beaumont Community Facilities District 2016-3 (Sundance) (the “District”) pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the “Act”); and

WHEREAS, pursuant to resolutions adopted by the City Council on February 7, 2017 and the Act, the City formed the District; and

WHEREAS, certain facilities (the “Facilities”) are eligible to be financed from a special tax for facilities levied within the District; and

WHEREAS the City now desires to approve the form of an Acquisition Agreement relating to the Facilities, by and among the City, the District and Tri Pointe Homes IE-SD, Inc. (the “Acquisition Agreement”); and

NOW, THEREFORE, the City Council of the City of Beaumont does hereby resolve as follows:

SECTION 1. Each of the above recitals is true and correct, as is each of the findings and determinations set forth therein, and each of said recitals, findings and determinations is adopted by the City Council.

SECTION 2. The form of the Acquisition Agreement presented at this meeting is hereby approved; and any one of the Mayor, the City Manager, the Administrative Services Director, 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 3. Each of the Authorized Officers and the other officers and staff of the City of Beaumont responsible for the fiscal affairs of the City are hereby authorized and directed to take any actions and to execute and deliver any and all documents as are necessary to accomplish the execution and delivery of the Acquisition Agreement and the issuance, sale and delivery of

the “City of Beaumont Community Facilities District No. 2016-3 (Sundance) 2023 Special Tax Bonds” in accordance with the provisions of this Resolution and the fulfillment of the purposes of the Bonds as described in the Bond Indenture relating to such bonds. Any document authorized herein to be signed by the City Clerk may be signed by a duly-appointed deputy city clerk or assistant city clerk.

PASSED AND ADOPTED by the City Council of the City of Beaumont, California, this 2nd day of May, 2023, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

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MAYOR OF THE CITY OF BEAUMONT

ATTEST:

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CITY CLERK

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, ACTING AS THE LEGISLATIVE BODY OF THE CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 2016-3 (SUNDANCE), AUTHORIZING THE ISSUANCE OF ITS 2023 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**

WHEREAS, the City Council (the “City Council,” and sometimes referred to as the “legislative body of the District”) of the City of Beaumont, California (the “City”), located in Riverside County, California, has heretofore undertaken proceedings and declared the necessity to issue bonds by the City of Beaumont Community Facilities District No. 2016-3 (Sundance) (the “District”) pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the “Act”); and

WHEREAS, pursuant to resolutions adopted by the City Council on February 7, 2017 and the Act, the City formed the District; and

WHEREAS, pursuant to a resolution adopted by the City Council on February 7, 2017, a bond proposition was submitted to the qualified electors within the District and was approved by more than two-thirds of the votes cast at the elections held within the District on such date; and

WHEREAS, based upon the aforesaid resolutions and election, the District is authorized pursuant to the Act to issue bonds in an aggregate principal amount not to exceed \$22,000,000; and

WHEREAS, in order to effect the issuance of bonds in an aggregate principal amount not to exceed \$10,000,000 to be designated as the “City of Beaumont Community Facilities District No. 2016-3 (Sundance) 2023 Special Tax Bonds” (the “Bonds”), the legislative body of the District desires to approve the forms, and authorize the execution and delivery, of a Bond Indenture, a Continuing Disclosure Certificate and a Bond Purchase Agreement for the Bonds; and

WHEREAS, in accordance with Government Code Section 53360.4, the legislative body of the District determines that a negotiated sale of the Bonds to Stifel, Nicolaus & Company, Incorporated (the “Underwriter”) in accordance with the terms of the Bond Purchase Agreement for the Bonds to be entered into by the District and the Underwriter (the “Bond Purchase Agreement”) will result in a lower overall cost to the District than a competitive sale; and

WHEREAS, the legislative body of the District determines that it is prudent in the management of its fiscal affairs to issue the Bonds; and

WHEREAS, the legislative body of the District desires to authorize the preparation of an appraisal of the taxable real property within the District (the “Appraisal”) which shall be

prepared for the District by Integra Realty Resources, a state-certified real estate appraiser, as defined in Section 11340 of the California Business and Professions Code, in order for the legislative body of the District to make the above determination; and

WHEREAS, the legislative body of the District further wishes to approve the form of the Preliminary Official Statement with respect to the Bonds (the “Preliminary Official Statement”), presented at this meeting; and

WHEREAS, the legislative body of the District further desires to approve the form of an Acquisition Agreement relating to the District, by and among the City, the District and Tri Point Homes IE-SD, Inc. (the “Acquisition Agreement”); and

NOW, THEREFORE, the City Council of the City of Beaumont acting as the legislative body of City of Beaumont Community Facilities District No. 2016-3 (Sundance) does hereby resolve as follows:

SECTION 1. Each of the above recitals is true and correct, as is each of the findings and determinations set forth therein, and each of said recitals, findings and determinations is adopted by the legislative body of the District.

SECTION 2. The issuance of the Bonds in an aggregate principal amount not to exceed \$10,000,000 is hereby authorized; and the exact principal amount to be issued shall be determined by the officer signing the Bond Purchase Agreement in accordance with Section 5 below. The Bonds shall mature on the dates and bear interest at the rates set forth in the Bond Purchase Agreement to be executed on behalf of the District in accordance with Section 5 hereof. The Bonds shall be governed by the terms and conditions of the Bond Indenture between the District and Wilmington Trust, National Association, as trustee, presented at this meeting (the “Bond Indenture”). The Bond Indenture shall be executed by one or more of the Mayor, the City Manager, the Administrative Services Director, or the Finance Director of the City or the written designee of one of the foregoing (collectively, the “Authorized Officers”) and attested to by the City Clerk, substantially in the form presented at this meeting, with such additions thereto and changes therein as the officer or officers executing the same deem necessary (a) to cure any ambiguity or defect therein, if such addition or change does not materially alter the substance or content thereof, (b) to insert the offering price(s), interest rate(s), selling compensation, principal amount per maturity, redemption dates and prices and such other related terms and provisions as limited by Section 5 hereof, or (c) to conform any provisions therein to the Bond Purchase Agreement or the Official Statement delivered to the purchasers of the Bonds. Approval of such changes shall be conclusively evidenced by the execution and delivery of the Bond Indenture by one or more Authorized Officers. Capitalized terms used in this Resolution which are not defined herein have the meanings ascribed to them in the Bond Indenture.

SECTION 3. The Bonds shall be executed on behalf of the District by the manual or facsimile signature of the Mayor and attested with the manual or facsimile signature of the City Clerk, and by the trustee to be selected by the City (the “Trustee”) to act as Trustee for the Bonds.

SECTION 4. The covenants set forth in the Bond Indenture above are hereby approved and shall be deemed to be covenants of the City Council, in its capacity as the legislative body of the District, and shall be complied with by the District and its officers.

SECTION 5. The form of the Bond Purchase Agreement presented at this meeting and the sale of the Bonds pursuant thereto are hereby approved, provided that the true interest cost on the Bonds does not exceed 5.75% and the discount at which the Underwriter purchases the Bonds (exclusive of original issue discount) does not exceed 1.40% of the principal amount thereof. Any one of the Authorized Officers is hereby authorized to execute the Bond Purchase Agreement, with such additions thereto and changes therein as the officer executing it may approve, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement. Each of the Mayor, or his designee, the City Manager, or her designee, the Administrative Services Director, or her designee, and the Finance Director, or her designee, is authorized to determine the day on which the Bonds are to be priced in order to attempt to produce the lowest borrowing cost for the District and may reject any terms presented by the Underwriter if determined not to be in the best interest of the District.

SECTION 6. The form of the Continuing Disclosure Certificate presented at this meeting is hereby approved; and any one of the Authorized Officers is hereby authorized and directed to execute the Continuing Disclosure Certificate 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 Continuing Disclosure Certificate.

SECTION 7. In accordance with the requirements of Section 53345.8 of the Act, the legislative body of the District hereby determines that the value of the real property in the District subject to the special tax to pay debt service on the Bonds is not less than three (3) times the principal amount of the Bonds and the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Act or a special assessment levied on property within the District. This determination is based on the appraised value of the property in the District subject to the special tax as set forth in the Appraisal, which Appraisal shall be made in a manner consistent with the District's policies adjusted pursuant to Section 53312.7 of the Act.

SECTION 8. The Preliminary Official Statement, in substantially the form presented to this meeting and made a part hereof is hereby approved, with such changes, insertions and omissions therein as may be approved by any of the Authorized Officers, acting alone, and the use of the Preliminary Official Statement in connection with the offering and sale of the Bonds is hereby authorized and approved. The Authorized Officers are each hereby authorized to certify on behalf of the District that the Preliminary Official Statement is deemed final as of its date, within the meaning of Rule 15c2-12 (except for the omission of certain final pricing, rating and related information as permitted by Rule 15c2-12).

SECTION 9. The preparation and delivery of the Official Statement, and its use in connection with the offering and sale of the Bonds is hereby authorized and approved. The Official Statement shall be in substantially the form of the Preliminary Official Statement, with such changes, insertions and omissions as may be approved by an Authorized Officer, such

approval to be conclusively evidenced by the execution and delivery thereof. Each of the Authorized Officers is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of the District, to execute the final Official Statement and any amendment or supplement thereto.

SECTION 10. The form of the Acquisition Agreement presented at this meeting is hereby approved; and any one of 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 may 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 11. Each of the Authorized Officers is authorized to provide for all services necessary to effect the issuance of the Bonds. Such services shall include, but not be limited to, effecting the completion of the Appraisal, and obtaining legal services, municipal advisor services, special tax consultant services, trustee services and any other services deemed appropriate by an Authorized Officer. Any one of the Authorized Officers is authorized to pay for the cost of such services, together with other costs of issuance for the Bonds from the proceeds of the Bonds.

SECTION 12. The City Council hereby finds and declares that the issuance of the Bonds complies with the Debt Issuance and Management Policy adopted by the City with respect to debt financings (the "Debt Policy").

SECTION 13. The City Council acknowledges that the good faith estimates required by Section 5852.1 of the California Government Code are disclosed in the staff report and are available to the public at the meeting at which this Resolution is approved.

SECTION 14. Each of the Authorized Officers and the other officers and staff of the City of Beaumont and the District responsible for the fiscal affairs of the District are hereby authorized and directed to take any actions and to execute and deliver any and all documents as are necessary to accomplish the issuance, sale and delivery of the Bonds in accordance with the provisions of this Resolution and the fulfillment of the purposes of the Bonds as described in the Bond Indenture. Any document authorized herein to be signed by the City Clerk may be signed by a duly-appointed deputy city clerk or assistant city clerk.

PASSED AND ADOPTED by the City Council of the City of Beaumont, California, this 2nd day of May, 2023, by the following vote:



AYES:

NAYS:

ABSENT:

ABSTAIN:

---

MAYOR OF THE CITY OF BEAUMONT

ATTEST:

---

CITY CLERK

**BOND INDENTURE**

**Between**

**CITY OF BEAUMONT  
COMMUNITY FACILITIES DISTRICT NO. 2016-3 (SUNDANCE)**

**and**

**WILMINGTON TRUST, NATIONAL ASSOCIATION,  
as Trustee**

**Relating to**

**\$ \_\_\_\_\_  
CITY OF BEAUMONT  
COMMUNITY FACILITIES DISTRICT NO. 2016-3 (SUNDANCE)  
2023 SPECIAL TAX BONDS**

**Dated as of May 1, 2023**

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## **BOND INDENTURE**

THIS BOND INDENTURE dated as of May 1, 2023, by and between CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 2016-3 (SUNDANCE) (the “District”) and WILMINGTON TRUST, NATIONAL ASSOCIATION, as trustee (the “Trustee”), governs the terms of the City of Beaumont Community Facilities District No. 2016-3 (Sundance) 2023 Special Tax Bonds and any Parity Bonds issued in accordance herewith from time to time.

### **RECITALS** :

A. The City Council of the City of Beaumont, located in the County of Riverside, California (the “City Council”), has undertaken proceedings and declared the necessity to issue bonds on behalf of the District pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California (the “Act”).

B. Based upon Resolution Nos. 2017-05, 2017-06 and 2017-07 adopted by the City Council on February 7, 2017 and Resolution No. 2023-\_\_ adopted by the City Council on May 2, 2023 and an election held on February 7, 2017, authorizing the levy of a special tax and the issuance of bonds, the District is authorized to issue bonds in one or more series pursuant to the Act, in an aggregate principal amount not to exceed \$22,000,000.

C. The District intends to finance various Project Costs (as defined herein) through the issuance of bonds in an aggregate principal amount of \$\_\_\_\_\_ designated as the “City of Beaumont Community Facilities District No. 2016-3 (Sundance) 2023 Special Tax Bonds” (the “Bonds”); and

D. The District has determined that all requirements of the Act for the issuance of the Bonds have been satisfied.

NOW, THEREFORE, in order to establish the terms and conditions upon and subject to which the Bonds are to be issued, and in consideration of the premises and of the mutual covenants contained herein and of the purchase and acceptance of the Bonds by the Owners thereof, and for other valuable consideration, the receipt of which is hereby acknowledged, the District does hereby covenant and agree, for the benefit of the Owners of the Bonds and any Parity Bonds (as defined herein) which may be issued hereunder from time to time, as follows:

## **ARTICLE I**

### **DEFINITIONS**

**Section 1.1. Definitions.** Unless the context otherwise requires, the following terms shall have the following meanings:

Account. The term “Account” means any account created pursuant to this Indenture.

Acquisition and Construction Fund. The term “Acquisition and Construction Fund” means the fund by that name established pursuant to Section 3.1 hereof.

Acquisition Agreement. The term “Acquisition Agreement” means that certain Acquisition Agreement by and among the City, the District and Tri Point Homes IE-SD, Inc., a California corporation, together with any amendments thereto.

Act. The term “Act” means the Mello-Roos Community Facilities Act of 1982, as amended, being Section 53311 *et seq.* of the California Government Code.

Administrative Expense Account. The term “Administrative Expense Account” means the account by that name created and established in the Special Tax Fund pursuant to Section 3.1 hereof.

Administrative Expenses. The term “Administrative Expenses” means the administrative costs with respect to the calculation and collection of the Special Taxes, including all attorneys’ fees, expenses and other costs related thereto (including those of the Trustee’s counsel), the fees and expenses of the Trustee, any fees and related costs for credit enhancement for the Bonds or any Parity Bonds which are not otherwise paid as Costs of Issuance, any costs related to the District’s compliance with state and federal laws requiring continuing disclosure of information concerning the Bonds and the District, and any other costs otherwise incurred by City staff on behalf of the District in order to carry out the purposes of the District as set forth in the Resolution of Formation and any obligation of the District hereunder.

Administrative Expenses Cap. The term “Administrative Expenses Cap” means \$30,000 per year, commencing July 1, 2023.

Alternate Penalty Account. The term “Alternate Penalty Account” means the account by that name created and established in the Rebate Fund pursuant to Section 3.1 hereof.

Annual Debt Service. The term “Annual Debt Service” means the principal amount of any Outstanding Bonds or Parity Bonds payable in a Bond Year either at maturity or pursuant to a Sinking Fund Payment and any interest payable on any Outstanding Bonds or Parity Bonds in such Bond Year, if the Bonds and any Parity Bonds are retired as scheduled.

Authorized Investments. The term “Authorized Investments” means any of the following which at the time of investment are legal investments under the laws of the State for the moneys proposed to be invested therein:

(1) For all purposes, including defeasance investments in refunding escrow accounts:

(a) cash; or

(b) obligations of, or obligations guaranteed as to principal and interest by, the U.S. or any agency or instrumentality thereof, when such obligations are backed by the full faith and credit of the U.S., including U.S. Treasury obligations, all direct or fully guaranteed obligations, Farmers Home Administration, General Services Administration, guaranteed Title XI financing, Government National Mortgage Association (GNMA) and State and Local Government Series; or

(c) obligations of government-sponsored agencies that are not backed by the full faith and credit of the U.S. Government: Federal Home Loan Mortgage Corporation (FHLMC) debt obligations, Farm Credit System (formerly: Federal Land Banks, Federal Intermediate Credit Banks and Banks for Cooperatives), Federal Home Loan Banks (FHL Banks), Federal National Mortgage Association (FNMA) debt obligations, Financing Corp. (FICO) debt obligations, Resolution Funding

Corp. (REFCORP) debt obligations and U.S. Agency for International Development (U.S.A.I.D.) guaranteed notes.

(2) For all purposes other than defeasance investments in refunding escrow accounts:

(a) obligations of any of the following federal agencies, which obligations represent the full faith and credit of the United States of America: Export-Import Bank, Rural Economic Community Development Administration, U.S. Maritime Administration, Small Business Administration, U.S. Department of Housing & Urban Development (PHAs), Federal Housing Administration and Federal Financing Bank;

(b) direct obligations of any of the following federal agencies, which obligations are not fully guaranteed by the full faith and credit of the United States of America: senior debt obligations issued by the Federal National Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC), obligations of the Resolution Funding Corporation (REFCORP) and senior debt obligations of the Federal Home Loan Bank System;

(c) U.S. dollar denominated deposit accounts, federal funds and bankers' acceptances with domestic commercial banks (including those of the Trustee and its affiliates) which have a rating on their short term certificates of deposit on the date of purchase of "A-1" or "A-1+" by S&P and "P-1" by Moody's and maturing no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank);

(d) commercial paper which is rated at the time of purchase in the single highest classification "A-1+" by S&P and "P-1" by Moody's and which matures not more than 270 days after the date of purchase;

(e) investments in a money market fund rated "AAm," "AAm-G" or better by S&P, including funds for which the Trustee or its affiliates provide investment advisory or other management services;

(f) pre-refunded municipal obligations defined as follows: any bonds or other obligations of any state of the United States of America, or any agency, instrumentality or local governmental unit of any such state, which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice, and

(i) which are rated, based on irrevocable escrow account or fund (the "escrow"), in the highest rating category of S&P and Moody's or any successors thereto; or

(ii) (1) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in paragraph (1)(b) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate; and (2) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate;



(g) municipal obligations rated “Aaa/AAA” or general obligations of states with a rating of at least “Aa2/AA” or higher by both Moody’s and S&P;

(h) Investment Agreements (supported by appropriate opinions of counsel); and

(i) the Local Agency Investment Fund of the State, created pursuant to Section 16429.1 of the California Government Code, to the extent that the Trustee is authorized to register such investment in its name.

The value of the above investments shall be determined as follows:

(a) for the purpose of determining the amount in any fund, all Authorized Investments credited to such fund shall be valued at market value. The Trustee shall determine the market value based on accepted industry standards, including the Trustee’s internal systems, and from accepted industry providers. Accepted industry providers shall include, but are not limited to, pricing services provided by Financial Times Interactive Data Corporation, Bank of America Merrill Lynch or Salomon Smith Barney. Notwithstanding anything to the contrary herein, in making any valuation of investments hereunder, the Trustee may utilize computerized securities pricing services that may be available to it, including those available through its regular accounting system, and rely thereon;

(b) as to certificates of deposit and bankers acceptances: the face amount thereof, plus accrued interest thereon; and

(c) as to any investment not specified above: the value thereof established by prior agreement between the City and the Trustee.

Authorized Representative of the District. The term “Authorized Representative of the District” means the Mayor, City Manager, Administrative Services Director, Finance Director or City Clerk of the City, or any other officer or employee authorized by the City Council of the City or by an Authorized Representative of the District to undertake the action referenced in this Indenture as required to be undertaken by an Authorized Representative of the District.

Bond Counsel. The term “Bond Counsel” means Stradling Yocca Carlson & Rauth, a Professional Corporation, or another attorney at law or a firm of attorneys selected by the District of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on bonds issued by states and their political subdivisions duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

Bond Register. The term “Bond Register” means the books which the Trustee shall keep or cause to be kept on which the registration and transfer of the Bonds and any Parity Bonds shall be recorded.

Bonds. The term “Bonds” means the District’s 2023 Special Tax Bonds issued on May \_\_, 2023 in the aggregate principal amount of \$\_\_\_\_\_.

Bond Year. The term “Bond Year” means the twelve-month period commencing on September 2 of each year and ending on September 1 of the following year, except that the first Bond Year for the Bonds or an issue of Parity Bonds shall begin on the Delivery Date and end on the first September 1 which is not more than 12 months after the Delivery Date.

Business Day. The term “Business Day” means a day which is not a Saturday or Sunday or a day of the year on which banks or trust companies in New York, New York, Wilmington, Delaware, Los Angeles, California, or the city where the Principal Office of the Trustee is located, are not required or authorized by law, regulation or executive order, to close or to remain closed.

Certificate of an Authorized Representative. The term “Certificate of an Authorized Representative” means a written certificate or warrant request executed by an Authorized Representative of the District.

City. The term “City” means the City of Beaumont, County of Riverside, State of California.

City Council. The term “City Council” means the City Council of the City.

City Facilities Account. The term “City Facilities Account” means the account by that name created and established in the Acquisition and Construction Fund pursuant to Section 3.1 hereof.

Code. The term “Code” means the Internal Revenue Code of 1986, as amended, and any Regulations, rulings, judicial decisions, and notices, announcements, and other releases of the United States Treasury Department or Internal Revenue Service interpreting and construing it.

Continuing Disclosure Certificate. The term “Continuing Disclosure Certificate” means that certain Continuing Disclosure Certificate dated as April \_\_, 2023, as originally executed by the District and as it may be from time to time amended or supplemented in accordance with its terms.

Costs of Issuance. The term “Costs of Issuance” means the costs and expenses incurred in connection with the formation of the District and the issuance and sale of the Bonds or any Parity Bonds, including the acceptance and initial annual fees and expenses of the Trustee and its counsel, legal fees and expenses, costs of printing the Bonds and Parity Bonds and the preliminary and final official statements for the Bonds and Parity Bonds, fees of financial consultants, costs of the appraisal and all other related fees and expenses, including reimbursement to property owners within the District for design, engineering and legal costs, as set forth in a Certificate of an Authorized Representative of the District.

Costs of Issuance Account. The term “Costs of Issuance Account” means the account by that name created and established in the Acquisition and Construction Fund pursuant to Section 3.1 hereof.

Delivery Date. The term “Delivery Date” means, with respect to the Bonds and each issue of Parity Bonds, the date on which the bonds of such issue were issued and delivered to the initial purchasers thereof.

Depository. The term “Depository” means The Depository Trust Company, New York, New York, and its successors and assigns as securities depository for the Bonds, or any other securities depository acting as Depository under Article II hereof.

Direct Debt for District Property. The term “Direct Debt for District Property” means that portion of the aggregate principal amount of the Outstanding Bonds and Parity Bonds which is allocable to the property in the District.

District. The term “District” means City of Beaumont Community Facilities District No. 2016-3 (Sundance) established pursuant to the Act and Resolution No. 2017-06 adopted by the City Council of the City on February 7, 2017.

Event of Default. The term “Event of Default” means an event described in Section 8.1 hereof.

Fiscal Year. The term “Fiscal Year” means the period beginning on July 1 of each year and ending on the next following June 30.

Funds. The term “Funds” means any funds created pursuant to this Indenture.

Gross Taxes. The term “Gross Taxes” means the amount of all Special Taxes received by the District together with the proceeds collected from the sale of property pursuant to foreclosure for the delinquency of such Special Taxes remaining after the payment of all costs related to such foreclosure actions.

Indenture. The term “Indenture” means this Bond Indenture, together with any Supplemental Indenture approved pursuant to Article VI hereof.

Independent Financial Consultant. The term “Independent Financial Consultant” means a financial consultant or firm of such consultants generally recognized to be well qualified in the financial consulting field, appointed and paid by the District, who, or each of whom: (1) is in fact independent and not under the domination of the District or the City; (2) does not have any substantial interest, direct or indirect, in the District or the City; and (3) is not connected with the District or the City as a member, officer or employee of the District or the City, but who may be regularly retained to make annual or other reports to the District or the City.

Interest Account. The term “Interest Account” means the account by that name created and established in the Special Tax Fund pursuant to Section 3.1 hereof.

Interest Payment Date. The term “Interest Payment Date” means September 1, 2023 and each March 1 and September 1 thereafter; provided, however, that, if any such day is not a Business Day, interest up to the Interest Payment Date will be paid on the Business Day next succeeding such date.

Investment Agreement. The term “Investment Agreement” means one or more agreements for the investment of funds of the District complying with the criteria therefor as set forth in subsection (2)(h) of the definition of Authorized Investments herein.

Maximum Annual Debt Service. The term “Maximum Annual Debt Service” means the maximum sum obtained for any Bond Year prior to the final maturity of the Bonds and any Parity Bonds by adding the following for each Bond Year: (1) the principal amount of all Outstanding Bonds and Parity Bonds payable in such Bond Year either at maturity or pursuant to a Sinking Fund Payment; and (2) the interest payable on the aggregate principal amount of all Bonds and Parity Bonds Outstanding in such Bond Year if the Bonds and Parity Bonds are retired as scheduled.

Moody’s. The term “Moody’s” means Moody’s Investors Service, Inc., its successors and assigns.

Net Taxes. The term “Net Taxes” means Gross Taxes minus amounts set aside to pay Administrative Expenses.

Nominee. The term “Nominee” means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 2.16 hereof.

Ordinance. The term “Ordinance” means Ordinance No. 1082 adopted by the City Council on February 21, 2017 providing for the levying of the Special Tax.

Outstanding. The terms “Outstanding” or “Outstanding Bonds and Parity Bonds” means all Bonds and Parity Bonds theretofore issued by the District, except: (i) Bonds and Parity Bonds theretofore cancelled or surrendered for cancellation in accordance with Section 10.1 hereof; (ii) Bonds and Parity Bonds for payment or redemption of which monies shall have been theretofore deposited in trust (whether upon or prior to the maturity or the redemption date of such Bonds or Parity Bonds), provided that, if such Bonds or Parity Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as provided in this Indenture or any applicable Supplemental Indenture for Parity Bonds; and (iii) Bonds and Parity Bonds which have been surrendered to the Trustee for transfer or exchange pursuant to Section 2.9 hereof or for which a replacement has been issued pursuant to Section 2.10 hereof.

Overlapping Debt. The term “Overlapping Debt” means with respect to any property within the District, the sum of (a) the aggregate amount of all unpaid assessments which are a lien on such property and which are pledged to secure the repayment of bonds, plus (b) a portion of the principal amount of any outstanding bonds of other community facilities districts which are payable at least partially from special taxes to be levied on such property (the “Other CFD Bonds”) determined by multiplying the aggregate principal amount of the Other CFD Bonds by a fraction, the numerator of which is the amount of special taxes levied for the Other CFD Bonds on such property and the denominator of which is the total amount of special taxes levied for the Other CFD Bonds on all parcels of property which are subject to the levy of such special taxes, based upon information which is available for the then current Fiscal Year.

Owner. The term “Owner” means the person or persons in whose name or names any Bond or Parity Bond is registered.

Parity Bonds. The term “Parity Bonds” means all bonds, notes or other similar evidences of indebtedness hereafter issued, payable out of the Net Taxes and which, as provided in this Indenture or any Supplemental Indenture, rank on a parity with the Bonds.

Participants. The term “Participants” means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds Bonds or Parity Bonds as securities depository.

Person. The term “Person” means natural persons, firms, corporations, partnerships, associations, trusts, public bodies and other entities.

Prepayments. The term “Prepayments” means any amounts paid by the District to the Trustee and designated by the District as a prepayment of Special Taxes for one or more parcels in the District made in accordance with the RMA.

Principal Account. The term “Principal Account” means the account by that name created and established in the Special Tax Fund pursuant to Section 3.1 hereof.

Principal Office of the Trustee. The term “Principal Office of the Trustee” means the office of the Trustee located in Costa Mesa, California, or such other office or offices as the Trustee may designate from time to time by notice to the Owners and the District, or the designated office of any successor Trustee (or such other address as such successor Trustee may designate from time to time by notice to the Owners and the District), where it principally conducts and administers its corporate trust business under indentures pursuant to which municipal or governmental obligations are issued.

Project. The term “Project” means those public facilities described in the Acquisition Agreement which are to be acquired or constructed within and outside of the District, including all engineering, planning and design services and other incidental expenses related to such facilities and other facilities, if any, authorized by the qualified electors within the District from time to time.

Project Costs. The term “Project Costs” means the amounts necessary to finance the Project, to create and replenish any necessary reserve funds, to pay the initial and annual costs associated with the Bonds or any Parity Bonds, including, but not limited to, remarketing, credit enhancement, Trustee and other fees and expenses relating to the issuance of the Bonds or any Parity Bonds and the formation of the District, and to pay any other “incidental expenses” of the District, as such term is defined in the Act.

Rating Agency. The term “Rating Agency” means Moody’s or S&P, or both, as the context requires.

Rebate Account. The term “Rebate Account” means the account by that name created and established in the Rebate Fund pursuant to Section 3.1 hereof.

Rebate Fund. The term “Rebate Fund” means the fund by that name established pursuant to Section 3.1 hereof in which there are established the Accounts described in Section 3.1 hereof.

Rebate Regulations. The term “Rebate Regulations” means any final, temporary or proposed Regulations promulgated under Section 148(f) of the Code.

Record Date. The term “Record Date” means the fifteenth day of the month preceding an Interest Payment Date, regardless of whether such day is a Business Day.

Redemption Account. The term “Redemption Account” means the account by that name created and established in the Special Tax Fund pursuant to Section 3.1 hereof.

Regulations. The term “Regulations” means the regulations adopted or proposed by the Department of Treasury from time to time with respect to obligations issued pursuant to Section 103 of the Code.

Representation Letter. The term “Representation Letter” means the Blanket Letter of Representations from the District to the Depository as described in Section 2.13 hereof.

Reserve Account. The term “Reserve Account” means the account by that name created and established in the Special Tax Fund pursuant to Section 3.1 hereof.

Reserve Policy means a letter of credit, insurance policy, surety bond or other such funding instrument issued by a municipal bond insurance company rated least “Aa3” or higher by Moody’s or “AA-” or higher by S&P, delivered to the Trustee for the purpose of providing all or a portion of the 2023 Bonds Reserve Requirement for the Bonds or all or a portion of the Reserve Requirement for a series of Parity Bonds.

Reserve Requirement. The term “Reserve Requirement” means, with respect to the Bonds, the 2023 Bonds Reserve Requirement, and with respect to a series of Parity Bonds, that amount as shall be set forth in the Supplemental Indenture executed and delivered in connection with such series of Parity Bonds.

Resolution of Formation. The term “Resolution of Formation” means Resolution No. 2017-06 adopted by the City Council on February 7, 2017 pursuant to which the City Council established the District.

RMA. The term “RMA” means the Rate and Method of Apportionment of City of Beaumont Community Facilities District No. 2016-3 (Sundance) approved by the qualified electors of the District at the February 7, 2017 election.

Sinking Fund Payment. The term “Sinking Fund Payment” means the annual payment to be deposited in the Redemption Account to redeem a portion of the Term Bonds in accordance with the schedules set forth in Section 4.1(b) hereof and any annual sinking fund payment schedule to retire any Parity Bonds which are designated as Term Bonds.

Six-Month Period. The term “Six-Month Period” means the period of time beginning on the Delivery Date of each issue of Bonds or Parity Bonds, as applicable, and ending six consecutive months thereafter, and each six-month period thereafter until the latest maturity date of the Bonds and the Parity Bonds (and any obligations that refund an issue of the Bonds or Parity Bonds).

Special Tax Administrator. The term “Special Tax Administrator” means the individual or entity appointed by the City to administer the calculation and collection of the Special Taxes.

Special Tax Fund. The term “Special Tax Fund” means the fund by that name created and established pursuant to Section 3.1 hereof.

Special Taxes. The term “Special Taxes” means the taxes authorized to be levied by the District on property within the District in accordance with the Ordinance, the Resolution of Formation, the Act and the voter approval obtained at the February 7, 2017 election in the District, including any scheduled payments and any Prepayments thereof, the net proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes to the amount of said lien and penalties and interest thereon; provided that any delinquent Special Tax sold to an independent third-party or to the City for 100% of the delinquent amount shall no longer be pledged hereunder to the payment of the Bonds or Parity Bonds.

S&P. The term “S&P” means S&P Global Ratings, a Standard & Poor’s Financial Services LLC business, its successors and assigns.

State. The term “State” means the State of California.

Subaccount. The term “Subaccount” means any subaccount created pursuant to this Indenture.

Supplemental Indenture. The term “Supplemental Indenture” means any supplemental indenture amending or supplementing this Indenture.

Surplus Fund. The term “Surplus Fund” means the fund by that name created and established pursuant to Section 3.1 hereof.

Tax Certificate. The term “Tax Certificate” means the certificate by that name to be executed by the District on a Delivery Date to establish certain facts and expectations and which contains certain covenants relevant to compliance with the Code.

Tax-Exempt. The term “Tax-Exempt” means, with reference to an Authorized Investment, an Authorized Investment the interest earnings on which are excludable from gross income for federal income tax purposes pursuant to Section 103(a) of the Code, other than one described in Section 57(a)(5)(C) of the Code.

Taxable Property. The term “Taxable Property” has the meaning ascribed to it in the RMA.

Term Bonds. The term “Term Bonds” means the Bonds maturing on September 1, 20\_\_, September 1, 20\_\_ and September 1, 20\_\_ and any term maturities of an issue of Parity Bonds as specified in a Supplemental Indenture.

Treasurer. The term “Treasurer” means the Treasurer-Tax Collector of the County of Riverside, or his or her written designee.

Trustee. The term “Trustee” means Wilmington Trust, National Association, a national banking association duly organized and existing under the laws of the United States, at its designated corporate trust office in Costa Mesa, California, and its successors or assigns, or any other bank or trust company which may at any time be substituted in its place as provided in Sections 7.2 or 7.3, and any successor thereto.

2023 Bonds Reserve Subaccount. The term “2023 Bonds Reserve Subaccount” means the Subaccount by that name created and established in the Reserve Account pursuant to Section 3.1 hereof.

2023 Bonds Reserve Requirement. The term “2023 Bonds Reserve Requirement” means that amount as of any date of calculation equal to the lesser of: (i) 10% of the initial principal amount of the Bonds; (ii) Maximum Annual Debt Service on the then Outstanding Bonds; (iii) 125% of average Annual Debt Service on the then Outstanding Bonds; provided, however, that the 2023 Bonds Reserve Requirement shall not exceed \$\_\_\_\_\_.

Underwriter. The term “Underwriter” means, with respect to the Bonds, Stifel Nicolaus & Company, Incorporated and with respect to each issue of Parity Bonds, the institution or institutions, if any, with whom the District enters into a purchase contract for the sale of such issue.

Value of District Property. The term “Value of District Property” means for all parcels of property in the District which are subject to the levy of the Special Taxes, either (i) the fair market value, as of the date of the appraisal provided for below of such parcels, including with respect to

such parcels the value of the then existing improvements thereon, as estimated by an appraiser, who shall be a State of California certified general real estate appraiser selected and employed by the District, in an appraisal performed within ninety (90) days preceding the date of such determination based upon a methodology of valuation consistent with the City's policy for appraisals, provided that a mass appraisal methodology may be applied when valuing Developed Property (as defined in the RMA); (ii) the full cash value of any or all of such parcels, including with respect to such parcels the value of the improvements thereon, as set forth on the last equalized assessment roll of the County Assessor of the County of Riverside; or (iii) a combination of the value derived from the foregoing paragraphs (i) and (ii).

## ARTICLE II

### GENERAL AUTHORIZATION AND BOND TERMS

#### **Section 2.1. Amount, Issuance, Purpose and Nature of Bonds and Parity Bonds.**

Under and pursuant to the Act, the Bonds in the aggregate principal amount of \$\_\_\_\_\_, together with any Parity Bonds authorized by the City Council in accordance with Section 9.2 hereof, shall be issued for the purposes of financing and/or refinancing the Project, paying Costs of Issuance and funding the applicable Subaccount of the Reserve Account with respect to the Bonds or a series of Parity Bonds; provided that the aggregate principal amount of the Bonds and any Parity Bonds shall not exceed the total indebtedness presently authorized or subsequently authorized by the qualified electors within the District in accordance with the Act. The Bonds and any Parity Bonds shall be and are limited obligations of the District and shall be payable as to the principal thereof and interest thereon and any premiums upon the redemption thereof solely from the Net Taxes and the other amounts in the Special Tax Fund (other than amounts in the Administrative Expense Account of the Special Tax Fund and provided that amounts in the 2023 Bonds Reserve Subaccount shall only secure and be available to pay the principal of, redemption premium, if any, and interest on the Bonds, and amounts in the Subaccount of the Reserve Account established for a series of Parity Bonds shall secure only and be available to pay the principal of, redemption premium, if any, and interest on, only such series of Parity Bonds).

**Section 2.2. Type and Nature of Bonds and Parity Bonds.** Neither the faith and credit nor the taxing power of the City, the State of California, or any political subdivision thereof other than the District is pledged to the payment of the Bonds or any Parity Bonds. Except for the Net Taxes, no other taxes are pledged to the payment of the Bonds or any Parity Bonds. The Bonds and any Parity Bonds are not general or special obligations of the City nor general obligations of the District, but are limited obligations of the District payable solely from certain amounts deposited by the District in the Special Tax Fund (exclusive of the Administrative Expense Account), as more fully described herein. The District's limited obligation to pay the principal of, premium, if any, and interest on the Bonds and any Parity Bonds from amounts in the Special Tax Fund (exclusive of the Administrative Expense Account) is absolute and unconditional, free of deductions and without any abatement, offset, recoupment, diminution or set-off whatsoever. No Owner of the Bonds or any Parity Bonds may compel the exercise of the taxing power by the District (except as pertains to the Special Taxes) or the City or the forfeiture of any of their property. The principal of and interest on the Bonds and any Parity Bonds and premiums upon the redemption thereof, if any, are not a debt of the City, the State of California or any of its political subdivisions within the meaning of any constitutional or statutory limitation or restriction. The Bonds and any Parity Bonds are not a legal or equitable pledge, charge, lien, or encumbrance upon any of the District's property, or upon any of its income, receipts or revenues, except the Net Taxes and other amounts in the Special Tax Fund



(exclusive of the Administrative Expense Account) which are, under the terms of this Indenture and the Act, set aside for the payment of the Bonds, any Parity Bonds and interest thereon, and neither the members of the legislative body of the District or the members of the City Council nor any persons executing the Bonds or any Parity Bonds are liable personally on the Bonds or any Parity Bonds, by reason of their issuance.

Notwithstanding anything to the contrary contained in this Indenture, the District shall not be required to advance any money derived from any source of income other than the Net Taxes for the payment of the interest on or the principal of the Bonds or any Parity Bonds, or for the performance of any covenants contained herein. The District may, however, advance funds for any such purpose, provided that such funds are derived from a source legally available for such purpose.

**Section 2.3. Equality of Bonds and Parity Bonds and Pledge of Net Taxes.** Pursuant to the Act and this Indenture, the Bonds and any Parity Bonds shall be equally payable from and secured by a first pledge of and lien on the Net Taxes and other amounts in the Special Tax Fund (exclusive of the Administrative Expense Account), without priority for number, date of the Bonds or Parity Bonds, date of sale, date of execution, or date of delivery, and the payment of the interest on and principal of the Bonds and any Parity Bonds and any premiums upon the redemption thereof, shall be exclusively paid from the Net Taxes and other amounts in the Special Tax Fund (exclusive of the Administrative Expense Account) which are hereby set aside for the payment of the Bonds and any Parity Bonds; provided that any delinquent Special Tax sold to an independent third-party or to the City for 100% of the delinquent amount shall no longer be pledged hereunder to the payment of the Bonds or Parity Bonds. Amounts in the Special Tax Fund (other than the Administrative Expense Account therein) shall constitute a trust fund held for the benefit of the Owners to be applied to the payment of the interest on and principal of the Bonds and any Parity Bonds and, so long as any of the Bonds and any Parity Bonds or interest thereon remain Outstanding, shall not be used for any other purpose, except as permitted by this Indenture or any Supplemental Indenture. Notwithstanding any provision contained in this Indenture to the contrary, Net Taxes deposited in the Rebate Fund and the Surplus Fund shall no longer be considered to be pledged to the Bonds or any Parity Bonds, and none of the Rebate Fund, the Surplus Fund, the Acquisition and Construction Fund or the Administrative Expense Account of the Special Tax Fund shall be construed as a trust fund held for the benefit of the Owners.

Notwithstanding anything to the contrary contained in this Indenture, amounts in the 2023 Bonds Reserve Subaccount shall only secure and be available to pay the principal of, redemption premium, if any, and interest on the Bonds, and amounts in the Subaccount of the Reserve Account established for a series of Parity Bonds shall secure only and be available to pay the principal of, redemption premium, if any, and interest on, only such series of Parity Bonds.

Nothing in this Indenture or any Supplemental Indenture shall preclude: (i) subject to the limitations contained hereunder, the redemption prior to maturity of any Bonds or Parity Bonds subject to call and redemption and payment of said Bonds or Parity Bonds from proceeds of refunding bonds issued under the Act as the same now exists or as hereafter amended, or under any other law of the State of California; or (ii) the issuance, subject to the limitations contained herein, of Parity Bonds which shall be payable from Net Taxes.

**Section 2.4. Description of Bonds; Interest Rates.** The Bonds and any Parity Bonds shall be issued in fully registered form in denominations of \$5,000 or any integral multiple thereof. The Bonds and any Parity Bonds of each issue shall be numbered as desired by the Trustee.

The Bonds shall be designated “City of Beaumont Community Facilities District No. 2016-3 (Sundance) 2023 Special Tax Bonds.” The Bonds shall be dated as of their Delivery Date and shall mature and be payable on September 1 in the years and in the aggregate principal amounts and shall be subject to and shall bear interest at the rates set forth in the table below payable on September 1, 2023 and each Interest Payment Date thereafter:

<i>Maturity Date</i>	<i>Principal Amount</i>	<i>Interest Rate</i>
<i>September 1</i>		

\*Term Bond

Interest shall be payable on each Bond and Parity Bond from the date established in accordance with Section 2.5 below on each Interest Payment Date thereafter until the principal sum of such Bond or Parity Bond has been paid; provided, however, that if at the maturity date of any Bond or Parity Bond (or if the same is redeemable and shall be duly called for redemption, then at the date fixed for redemption) funds are available for the payment or redemption thereof in full, in accordance with the terms of this Indenture, such Bonds and Parity Bonds shall then cease to bear interest. Interest due on the Bonds and Parity Bonds shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

**Section 2.5. Place and Form of Payment.** The Bonds and Parity Bonds shall be payable both as to principal and interest, and as to any premiums upon the redemption thereof, in lawful money of the United States of America. The principal of the Bonds and Parity Bonds and any premiums due upon the redemption thereof shall be payable upon presentation and surrender thereof at the Principal Office of the Trustee, or at the designated office of any successor Trustee. If the Nominee of the Bonds or Parity Bonds is registered to Cede & Co., payment of principal and any premiums shall be made without presentment. Interest on any Bond or Parity Bond shall be payable from the Interest Payment Date next preceding the date of authentication of such Bond or Parity Bond, unless: (i) such date of authentication is an Interest Payment Date, in which event interest shall be payable from such date of authentication; (ii) the date of authentication is after a Record Date but prior to the immediately succeeding Interest Payment Date, in which event interest shall be payable from the Interest Payment Date immediately succeeding the date of authentication; or (iii) the date of authentication is prior to the close of business on the first Record Date occurring after the issuance of such Bond or Parity Bond, in which event interest shall be payable from the dated date of such Bond or Parity Bond, as applicable; provided, however, that if at the time of authentication of such Bond or

Parity Bond, interest is in default, interest on such Bond or Parity Bond shall be payable from the last Interest Payment Date to which the interest has been paid or made available for payment or, if no interest has been paid or made available for payment on such Bond or Parity Bond, interest on such Bond or Parity Bond shall be payable from its dated date. Interest on any Bond or Parity Bond shall be paid to the person whose name shall appear in the Bond Register as the Owner of such Bond or Parity Bond as of the close of business on the Record Date. Such interest shall be paid by check of the Trustee mailed by first class mail, postage prepaid, to such Owner at his or her address as it appears on the Bond Register. In addition, upon a request in writing received by the Trustee on or before the applicable Record Date from an Owner of \$1,000,000 or more in principal amount of the Bonds or of any issue of Parity Bonds, payment shall be made on the Interest Payment Date by wire transfer in immediately available funds to an account within the United States of America designated by such Owner.

**Section 2.6. Form of Bonds and Parity Bonds.** The definitive Bonds may be printed from steel engraved or lithographic plates or may be typewritten. The Bonds and the certificate of authentication shall be substantially in the form attached hereto as Exhibit A, which form is hereby approved and adopted as the form of such Bonds and of the certificate of authentication. Each issue of Parity Bonds and the certificate of authentication therefor shall be in the form provided in the Supplemental Indenture for such issue of Parity Bonds.

Until definitive Bonds or Parity Bonds, as applicable, shall be prepared, the District may cause to be executed and delivered in lieu of such definitive Bonds or Parity Bonds temporary bonds in typed, printed, lithographed or engraved form and in fully registered form, subject to the same provisions, limitations and conditions as are applicable in the case of definitive Bonds or Parity Bonds, except that they may be in any denominations authorized by the District. Until exchanged for definitive Bonds or Parity Bonds, as applicable, any temporary bond shall be entitled and subject to the same benefits and provisions of this Indenture as definitive Bonds and Parity Bonds. If the District issues temporary Bonds or Parity Bonds, it shall execute and furnish definitive Bonds or Parity Bonds, as applicable, without unnecessary delay and thereupon any temporary Bond or Parity Bond may be surrendered to the Trustee at the Principal Office of the Trustee, without expense to the Owner and at the sole expense of the District, in exchange for a definitive Bond or Parity Bond of the same issue, maturity, interest rate and principal amount in any authorized denomination. All temporary Bonds or Parity Bonds so surrendered shall be cancelled by the Trustee and shall not be reissued.

**Section 2.7. Execution and Authentication.** The Bonds and Parity Bonds shall be signed on behalf of the District by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Clerk of the City, or any duly appointed Deputy Clerk, in their capacity as officers of the District, and the seal of the City or the District (or a facsimile thereof) may be impressed, imprinted, engraved or otherwise reproduced thereon, and attested by the signature of the City Clerk of the City. In case any one or more of the officers who shall have signed or sealed any of the Bonds or Parity Bonds shall cease to be such officer before the Bonds or Parity Bonds so signed and sealed have been authenticated and delivered by the Trustee (including new Bonds or Parity Bonds delivered pursuant to the provisions hereof with reference to the transfer and exchange of Bonds or Parity Bonds or lost, stolen, destroyed or mutilated Bonds or Parity Bonds), such Bonds and Parity Bonds shall nevertheless be valid and may be authenticated and delivered as herein provided, and may be issued as if the person who signed or sealed such Bonds or Parity Bonds had not ceased to hold such office.

Only the Bonds as shall bear thereon such certificate of authentication in the form set forth in Exhibit A attached hereto shall be entitled to any right or benefit under this Indenture, and no Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Trustee.

**Section 2.8. Bond Register.** The Trustee will keep or cause to be kept, at its office, sufficient books for the registration and transfer of the Bonds and any Parity Bonds which shall upon reasonable prior notice be open to inspection by the District during all regular business hours, and, subject to the limitations set forth in Section 2.9 below, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be transferred on said Bond Register, Bonds and any Parity Bonds as herein provided.

The District and the Trustee may treat the Owner of any Bond or Parity Bond whose name appears on the Bond Register as the absolute Owner of that Bond or Parity Bond for any and all purposes and the District and the Trustee shall not be affected by any notice to the contrary. The District and the Trustee may rely on the address of the Owner as it appears in the Bond Register for any and all purposes. It shall be the duty of the Owner to give prompt written notice to the Trustee of any change in the Owner's address so that the Bond Register may be revised accordingly.

**Section 2.9. Registration of Exchange or Transfer.** Subject to the limitations set forth in the following paragraph, the registration of any Bond or Parity Bond may, in accordance with its terms, be transferred upon the Bond Register by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Bond or Parity Bond for cancellation at the office of the Trustee, accompanied by delivery of written instrument of transfer in a form acceptable to the Trustee and duly executed by the Owner or his or her duly authorized attorney.

Bonds or Parity Bonds may be exchanged at the office of the Trustee for a like aggregate principal amount of Bonds or Parity Bonds for other authorized denominations of the same maturity and issue. The Trustee shall not collect from the Owner any charge for any new Bond or Parity Bond issued upon any exchange or transfer, but shall require the Owner requesting such exchange or transfer to pay any tax or other governmental charge required to be paid with respect to such exchange or transfer. Whenever any Bonds or Parity Bonds shall be surrendered for registration of transfer or exchange, the District shall execute and the Trustee shall authenticate and deliver a new Bond or Bonds or a new Parity Bond or Parity Bonds, as applicable, of the same issue and maturity, for a like aggregate principal amount; provided that the Trustee shall not be required to register transfers or make exchanges of: (i) Bonds or Parity Bonds for a period of 15 days next preceding any selection of the Bonds or Parity Bonds to be redeemed; or (ii) any Bonds or Parity Bonds chosen for redemption.

The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer or exchange imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Bond or Parity Bond other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by the terms of, this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

**Section 2.10. Mutilated, Lost, Destroyed or Stolen Bonds or Parity Bonds.** If any Bond or Parity Bond shall become mutilated, the District shall execute, and the Trustee shall authenticate

and deliver, a new Bond or Parity Bond of like tenor, date, issue and maturity in exchange and substitution for the Bond or Parity Bond so mutilated, but only upon surrender to the Trustee of the Bond or Parity Bond so mutilated. Every mutilated Bond or Parity Bond so surrendered to the Trustee shall be cancelled by the Trustee pursuant to Section 10.1 hereof. If any Bond or Parity Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence is satisfactory to the Trustee and, if any indemnity satisfactory to the Trustee shall be given, the District shall execute and the Trustee shall authenticate and deliver a new Bond or Parity Bond, as applicable, of like tenor, maturity and issue, numbered and dated as the Trustee shall determine in lieu of and in substitution for the Bond or Parity Bond so lost, destroyed or stolen. Any Bond or Parity Bond issued in lieu of any Bond or Parity Bond alleged to be mutilated, lost, destroyed or stolen shall be equally and proportionately entitled to the benefits hereof with all other Bonds and Parity Bonds issued hereunder. The Trustee shall not treat both the original Bond or Parity Bond and any replacement Bond or replacement Parity Bond as being Outstanding for the purpose of determining the principal amount of Bonds or Parity Bonds which may be executed, authenticated and delivered hereunder or for the purpose of determining any percentage of Bonds or Parity Bonds Outstanding hereunder, but both the original and replacement Bond or Parity Bond shall be treated as one and the same. Notwithstanding any other provision of this Section, in lieu of delivering a new Bond or Parity Bond which has been mutilated, lost, destroyed or stolen, and which has matured, the Trustee may make payment with respect to such Bonds or Parity Bonds.

**Section 2.11. Validity of Bonds and Parity Bonds.** The validity of the authorization and issuance of the Bonds and any Parity Bonds shall not be affected in any way by any defect in any proceedings taken by the District for the financing of the Project, or by the invalidity, in whole or in part, of any contracts made by the District in connection therewith, and shall not be dependent upon the completion of the financing of the Project or upon the performance by any Person of his or her obligation with respect to the Project, and the recital contained in the Bonds or any Parity Bonds that the same are issued pursuant to the Act and other applicable laws of the State shall be conclusive evidence of their validity and of the regularity of their issuance.

**Section 2.12. Book-Entry System.** The Bonds shall be initially delivered in the form of a separate single fully registered Bond (which may be typewritten) for each maturity of the Bonds. Upon initial delivery, the ownership of each such Bond shall be registered in the registration books kept by the Trustee in the name of the Nominee as nominee of the Depository. Except as provided in Section 2.14 hereof, all of the Outstanding Bonds shall be registered in the registration books kept by the Trustee in the name of the Nominee. At the election of the District, any Parity Bonds may also be issued as book-entry bonds registered in the name of the Nominee as provided herein, in which case the references in Sections 2.12 through 2.15 to “Bonds” shall be applicable to such Parity Bonds.

With respect to Bonds registered in the Bond Register kept by the Trustee in the name of the Nominee, the District and the Trustee shall have no responsibility or obligation to any such Participant or to any Person on behalf of which such a Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the District and the Trustee shall have no responsibility or obligation with respect to: (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in the Bonds; (ii) the delivery to any Participant or any other Person, other than an Owner as shown in the registration books kept by the Trustee, of any notice with respect to the Bonds, including any notice of redemption; (iii) the selection by the Depository and its Participants of the beneficial interests in the Bonds to be redeemed in the event that the Bonds are redeemed in part; or (iv) the payment to any Participant or

any other Person, other than an Owner as shown in the registration books kept by the Trustee, of any amount with respect to principal of, premium, if any, or interest due with respect to the Bonds. The District and the Trustee may treat and consider the Person in whose name each Bond is registered in the registration books kept by the Trustee as the holder and absolute owner of such Bond for the purpose of payment of the principal of, premium, if any, and interest on such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond and for all other purposes whatsoever. The Trustee shall pay all principal of, premium, if any, and interest due on the Bonds only to or upon the order of the respective Owner, as shown in the registration books kept by the Trustee, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to satisfy and discharge fully the District's obligations with respect to payment of the principal, premium, if any, and interest due on the Bonds to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the registration books kept by the Trustee, shall receive a Bond evidencing the obligation of the District to make payments of principal, premium, if any, and interest pursuant to this Indenture. Upon delivery by the Depository to the Trustee and the District of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to Record Dates, the word Nominee in this Indenture shall refer to such new nominee of the Depository.

**Section 2.13. Representation Letter.** In order to qualify the Bonds and any Parity Bonds which the District elects to register in the name of the Nominee for the Depository's book-entry system, an Authorized Representative of the District is hereby authorized to execute from time to time and deliver to such Depository the Representation Letter. The execution and delivery of the Representation Letter shall not in any way limit the provisions of Section 2.12 or in any other way impose upon the District or the Trustee any obligation whatsoever with respect to persons having interests in the Bonds other than the Owners, as shown on the registration books kept by the Trustee. The District agrees to take all action necessary to continuously comply with all representations made by it in the Representation Letter. In addition to the execution and delivery of the Representation Letter, the Authorized Representatives of the District are hereby authorized to take any other actions, not inconsistent with this Indenture, to qualify the Bonds for the Depository's book-entry program.

**Section 2.14. Transfers Outside Book-Entry System.** In the event that: (i) the Depository determines not to continue to act as securities depository for the Bonds; or (ii) the District determines that the Depository shall no longer so act, then the District will discontinue the book-entry system with the Depository. If the District fails to identify another qualified securities depository to replace the Depository then the Bonds so designated shall no longer be restricted to being registered in the registration books kept by the Trustee in the name of the Nominee, but shall be registered in whatever name or names Persons transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 2.9 hereof.

**Section 2.15. Payments to the Nominee.** Notwithstanding any other provisions of this Indenture to the contrary, so long as any Bond is registered in the name of the Nominee, all payments with respect to principal, premium, if any, and interest due with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the Representation Letter or as otherwise instructed by the Depository.

**Section 2.16. Initial Depository and Nominee.** The initial Depository under this Indenture shall be The Depository Trust Company, New York, New York. The initial Nominee shall be Cede & Co., as Nominee of The Depository Trust Company, New York, New York.

**Section 2.17. CUSIP Numbers.** The District in issuing Bonds or Parity Bonds, as applicable, may use “CUSIP” numbers, and, if so, the Trustee shall use “CUSIP” numbers in notices of redemption as a convenience to Owners; provided that the Trustee shall have no liability for any defect in the “CUSIP” numbers as they appear on any Bond, Parity Bond, notice or elsewhere, and, provided further that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Bonds or Parity Bonds, as applicable, or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Bonds or Parity Bonds, as applicable, and any such redemption shall not be affected by any defect in or omission of such numbers. The District will promptly notify the Trustee in writing of any change in the “CUSIP” numbers.

### **ARTICLE III**

#### **CREATION OF FUNDS AND APPLICATION OF PROCEEDS**

##### **Section 3.1. Creation of Funds; Application of Proceeds.**

(a) There are hereby created and established and shall be maintained by the Trustee the following funds and accounts:

(1) The City of Beaumont Community Facilities District No. 2016-3 (Sundance) Special Tax Fund (the “Special Tax Fund”) (in which there shall be established and created an Interest Account, a Principal Account, a Redemption Account, a Reserve Account (and within the Reserve Account, the 2023 Bonds Reserve Subaccount), and an Administrative Expense Account).

(2) The City of Beaumont Community Facilities District No. 2016-3 (Sundance) Rebate Fund (the “Rebate Fund”) (in which there shall be established a Rebate Account and an Alternate Penalty Account).

(3) The City of Beaumont Community Facilities District No. 2016-3 (Sundance) Acquisition and Construction Fund (the “Acquisition and Construction Fund”) (in which there shall be established a City Facilities Account and a Costs of Issuance Account).

(4) The City of Beaumont Community Facilities District No. 2016-3 (Sundance) Surplus Fund (the “Surplus Fund”).

The amounts on deposit in the foregoing Funds, Accounts and Subaccounts shall be held by the Trustee. The Trustee shall invest and disburse the amounts in such Funds, Accounts and Subaccounts in accordance with the provisions of this Article III and shall disburse investment earnings thereon in accordance with the provisions of Section 3.10 hereof.

In connection with the issuance of any Parity Bonds as described in Section 9.2, the Trustee, at the written direction of an Authorized Representative of the District, may create new Funds, Accounts and Subaccounts, or may create additional Accounts and Subaccounts within any of the foregoing Funds and Accounts for the purpose of separately accounting for the proceeds of the Bonds and any Parity Bonds.

(b) The proceeds of the sale of the Bonds, together with \$\_\_\_\_\_ funds on hand from collected Special Taxes, shall be received by the Trustee on behalf of the District and deposited and transferred as follows:

(1) \$\_\_\_\_\_ shall be transferred to the Costs of Issuance Account of the Acquisition and Construction Fund to pay the Costs of Issuance of the Bonds;

(2) \$\_\_\_\_\_ shall be transferred to the 2023 Bonds Reserve Subaccount of the Reserve Account to fund the 2023 Bonds Reserve Requirement;

(3) \$\_\_\_\_\_ shall be transferred to the City Facilities Account of the Acquisition and Construction Fund.

The Trustee may, in its discretion, establish temporary funds or accounts in its books and records to facilitate such transfers.

**Section 3.2. Deposits to and Disbursements from Special Tax Fund.**

(a) Except for Prepayments, which shall be deposited to the Redemption Account of the Special Tax Fund, the Trustee shall, on each date on which the Special Taxes are received from the District, deposit the Special Taxes in the Special Tax Fund to be held in trust for the Owners. The Trustee shall transfer the Special Taxes on deposit in the Special Tax Fund on the dates and in the amounts set forth in the following Sections, in the following order of priority, to:

(1) the Administrative Expense Account of the Special Tax Fund up to the Administrative Expenses Cap;

(2) the Interest Account of the Special Tax Fund;

(3) the Principal Account of the Special Tax Fund;

(4) the Redemption Account of the Special Tax Fund;

(5) the Subaccounts of the Reserve Account of the Special Tax Fund, on a proportionate basis based on the outstanding principal amount of the Bonds and any Parity Bonds;

(6) the Administrative Expense Account of the Special Tax Fund to the extent that Administrative Expenses exceed or are expected to exceed the Administrative Expense Cap;

(7) the Rebate Fund; and

(8) the Surplus Fund.

(b) At maturity of all of the Bonds and Parity Bonds and, after all principal and interest then due on the Bonds and Parity Bonds then Outstanding have been paid or provided for and any amounts owed to the Trustee have been paid in full, moneys in the Special Tax Fund and any accounts therein may be used by the District for any lawful purpose.

**Section 3.3. Administrative Expense Account of the Special Tax Fund.** The Trustee shall transfer from the Special Tax Fund and deposit in the Administrative Expense Account of the



Special Tax Fund from time to time amounts necessary to make timely payment of Administrative Expenses as set forth in a Certificate of an Authorized Representative of the District; provided, however, that, except as set forth in the following sentence, the total amount transferred with respect to a Bond Year shall not exceed the Administrative Expenses Cap until such time as there has been deposited to the Interest Account and the Principal Account an amount, together with any amounts already on deposit therein, that is sufficient to pay the interest and principal on all Bonds and Parity Bonds due in such Bond Year and to restore the 2023 Bonds Reserve Subaccount to the 2023 Bonds Reserve Requirement and any other Subaccount of the Reserve Account to the applicable Reserve Requirement. Notwithstanding the foregoing, amounts in excess of the Administrative Expenses Cap may be transferred to the Administrative Expense Account to the extent necessary to collect delinquent Special Taxes. Subject to Section 3.10, moneys in the Administrative Expense Account of the Special Tax Fund may be invested in any Authorized Investments as directed in writing by an Authorized Representative of the District and shall be disbursed as directed in a Certificate of an Authorized Representative.

**Section 3.4. Interest Account and Principal Account of the Special Tax Fund.** The principal of and interest due on the Bonds and any Parity Bonds until maturity, other than principal due upon redemption, shall be paid by the Trustee from the Principal Account and the Interest Account of the Special Tax Fund, respectively.

For the purpose of assuring that the payment of principal of and interest on the Bonds and any Parity Bonds will be made when due, after making the transfer required by Section 3.3, at least one Business Day prior to each March 1 and September 1, the Trustee shall make the following transfers from the Special Tax Fund first to the Interest Account and then to the Principal Account; provided, however, that to the extent that deposits have been made in the Interest Account or the Principal Account from the proceeds of the sale of an issue of the Bonds or any Parity Bonds, or otherwise, the transfer from the Special Tax Fund need not be made; and provided, further, that, if amounts in the Special Tax Fund (exclusive of the Reserve Account and the Administrative Expense Account) are inadequate to make the foregoing transfers, then any deficiency shall be made up by transfers from the Subaccounts of the Reserve Account:

(a) To the Interest Account, an amount such that the balance in the Interest Account one Business Day prior to each Interest Payment Date shall be equal to the installment of interest due on the Bonds and any Parity Bonds on said Interest Payment Date and any installment of interest due on a previous Interest Payment Date which remains unpaid. Moneys in the Interest Account shall be used for the payment of interest on the Bonds and any Parity Bonds as the same become due.

(b) To the Principal Account, an amount such that the balance in the Principal Account one Business Day prior to September 1 of each year, commencing September 1, 2023, shall equal the principal payment due on the Bonds and any Parity Bonds maturing on such September 1 and any principal payment due on a previous September 1 which remains unpaid. Moneys in the Principal Account shall be used for the payment of the principal of such Bonds and any Parity Bonds as the same become due at maturity.

**Section 3.5. Redemption Account of the Special Tax Fund.**

(a) With respect to each September 1 on which a Sinking Fund Payment is due, after the deposits have been made to the Administrative Expense Account, the Interest Account and the Principal Account of the Special Tax Fund as required by Sections 3.3 and 3.4 hereof, the Trustee

shall next transfer into the Redemption Account of the Special Tax Fund from the Special Tax Fund the amount needed to make the balance in the Redemption Account one Business Day prior to each September 1 on which a Sinking Fund Payment is due equal to the Sinking Fund Payment due on any Outstanding Bonds and Parity Bonds on such September 1; provided, however, that, if amounts in the Special Tax Fund are inadequate to make the foregoing transfers, then any deficiency with respect to the Bonds shall be made up by an immediate transfer from the 2023 Bonds Reserve Subaccount and any deficiency with respect to a series of Parity Bonds shall be made up by an immediate transfer from the Subaccount of the Reserve Account for such series of Parity Bonds, if funded, pursuant to Section 3.6 below. Moneys so deposited in the Redemption Account shall be used and applied by the Trustee to call and redeem Term Bonds in accordance with the Sinking Fund Payment schedules set forth in Section 4.1(b) hereof, and to redeem Parity Bonds in accordance with any Sinking Fund Payment schedule in the Supplemental Indenture for such Parity Bonds.

(b) After making the deposits to the Administrative Expense Account, the Interest Account and the Principal Account of the Special Tax Fund pursuant to Sections 3.3 and 3.4 above and to the Redemption Account for Sinking Fund Payments then due pursuant to subparagraph (a) of this Section, and in accordance with the District's election to call Bonds for optional redemption as set forth in Section 4.1(a) hereof, or to call Parity Bonds for optional redemption as set forth in any Supplemental Indenture for Parity Bonds, the Trustee shall transfer from the Special Tax Fund and deposit in the Redemption Account moneys available for the purpose and sufficient to pay the principal and the premiums, if any, payable on the Bonds or Parity Bonds called for optional redemption; provided, however, that amounts in the Special Tax Fund (other than the Administrative Expense Account therein) may be applied to optionally redeem Bonds and Parity Bonds only if immediately following such redemption the amount in the 2023 Bonds Reserve Subaccount will equal the 2023 Bonds Reserve Requirement and the amount in each other Subaccount of the Reserve Account will equal the related Reserve Requirement.

(c) Prepayments deposited to the Redemption Account shall be applied on the redemption date established pursuant to Section 4.1(c) hereof to the payment of the principal of, premium, if any, and interest on the Bonds and Parity Bonds to be redeemed with such Prepayments.

(d) Moneys set aside in the Redemption Account shall be used solely for the purpose of redeeming Bonds and Parity Bonds and shall be applied on or after the redemption date to the payment of principal of and premium, if any, on the Bonds or Parity Bonds to be redeemed upon presentation and surrender of such Bonds or Parity Bonds, and, in the case of an optional redemption or an extraordinary redemption from Prepayments, to pay the interest thereon; provided, however, that in lieu or partially in lieu of such call and redemption, moneys deposited in the Redemption Account may be used to purchase Outstanding Bonds or Parity Bonds in the manner hereinafter provided. Purchases of Outstanding Bonds or Parity Bonds may be made by the District at public or private sale as and when and at such prices as the District may in its discretion determine but only at prices (including brokerage or other expenses) not more than par plus accrued interest, plus, in the case of moneys set aside for an optional redemption or an extraordinary redemption, the premium applicable at the next following call date according to the premium schedule established pursuant to Section 4.1(a) or 4.1(c) hereof, as applicable, or in the case of Parity Bonds the premium established in any Supplemental Indenture. Any accrued interest payable upon the purchase of Bonds or Parity Bonds may be paid from the amount reserved in the Interest Account of the Special Tax Fund for the payment of interest on the next following Interest Payment Date.

**Section 3.6. Reserve Account of the Special Tax Fund.** There shall be maintained in the 2023 Bonds Reserve Subaccount an amount equal to the 2023 Bonds Reserve Requirement and in each other Subaccount of the Reserve Account established for a series of Parity Bonds, an amount equal to the Reserve Requirement for such series of Parity Bonds. The 2023 Reserve Requirement and the Reserve Requirement established for a series of Parity Bonds may be satisfied in whole or in part by cash, a Reserve Policy, or a combination thereof. The amounts in a Subaccount of the Reserve Account shall be applied as follows:

(a) Moneys in the 2023 Bonds Reserve Subaccount shall be used solely for the purpose of paying the principal of, including Sinking Fund Payments, and interest on the Bonds when due in the event that the moneys in the Interest Account and the Principal Account of the Special Tax Fund are insufficient therefor or moneys in the Redemption Account of the Special Tax Fund are insufficient to make a Sinking Fund Payment when due and for the purpose of making any required transfer to the Rebate Fund with respect to the Bonds pursuant to Section 3.7 hereof upon written direction from the District. Moneys in any other Subaccount of the Reserve Account established for a series of Parity Bonds shall be used solely for the purpose of paying the principal of, including Sinking Fund Payments, and interest on such series of Parity Bonds when due in the event that the moneys in the Interest Account and the Principal Account of the Special Tax Fund are insufficient therefor or moneys in the Redemption Account of the Special Tax Fund are insufficient to make a Sinking Fund Payment when due and for the purpose of making any required transfer to the Rebate Fund with respect to such series of Parity Bonds pursuant to Section 3.7 hereof upon written direction from the District.

If the amounts in the Interest Account, the Principal Account or the Redemption Account of the Special Tax Fund are insufficient to pay the principal of, including Sinking Fund Payments, or interest on any Bonds or Parity Bonds when due, or amounts in the Special Tax Fund are insufficient to make transfers to the Rebate Fund when required, the Trustee shall withdraw from the applicable Subaccount of the Reserve Account, first from the cash on deposit therein, and second from a draw on the Reserve Policy, if any, for deposit in the Interest Account, the Principal Account or the Redemption Account of the Special Tax Fund or the Rebate Fund, as applicable, moneys necessary for such purposes.

(b) Whenever moneys are withdrawn from a Subaccount of the Reserve Account, after making the required transfers referred to in Sections 3.3, 3.4 and 3.5 above, the Trustee shall transfer to each Subaccount of the Reserve Account from available moneys in the Special Tax Fund, or from any other legally available funds which the District elects to apply to such purpose, on a proportionate basis based on the outstanding principal amount of the Bonds and any Parity Bonds, the amount needed to restore the amount of each Subaccount of the Reserve Account to, with respect to the Bonds, the 2023 Bonds Reserve Requirement and, with respect to each series of Parity Bonds, the applicable Reserve Requirement for such series, by first, repaying any amounts due under each Reserve Policy, and second, to fund each Subaccount of the Reserve Account to, with respect to the Bonds, the 2023 Bonds Reserve Requirement and, with respect to each series of Parity Bonds, the applicable Reserve Requirement for such series. Moneys in the Special Tax Fund shall be deemed available for transfer to the Subaccounts of the Reserve Account only if the District certifies to the Trustee that such amounts will not be needed to make the deposits required to be made to the Administrative Expense Account, the Interest Account, the Principal Account or the Redemption Account of the Special Tax Fund on or before the next September 1. If amounts in the Special Tax Fund together with any other amounts transferred to replenish the Subaccounts of the Reserve Account are inadequate to restore the Subaccounts of the Reserve Account to, with respect to the

Bonds, the 2023 Bonds Reserve Requirement and, with respect to each series of Parity Bonds, the applicable Reserve Requirement for such series, including any amounts necessary to pay costs related to each Reserve Policy, if any, then the District shall include the amount necessary to restore the Subaccounts of the Reserve Account to, with respect to the Bonds, the 2023 Bonds Reserve Requirement and, with respect to each series of Parity Bonds, the applicable Reserve Requirement for such series, in the next annual Special Tax levy to the extent of the maximum permitted Special Tax rates.

(c) In connection with a redemption of Bonds pursuant to Section 4.1(a) or 4.1(c), or a partial defeasance of Bonds in accordance with Section 9.1 hereof, amounts in the 2023 Bonds Reserve Subaccount may be applied to such redemption or partial defeasance so long as the amount on deposit in the 2023 Bonds Reserve Subaccount following such redemption or partial defeasance equals the 2023 Bonds Reserve Requirement. The District shall set forth in a Certificate of an Authorized Representative the amount in the 2023 Bonds Reserve Subaccount to be transferred to the Redemption Account on a redemption date or to be transferred pursuant to the Indenture to partially defease Bonds, and the Trustee shall make such transfer on the applicable redemption or defeasance date, subject to the limitation in the preceding sentence.

In connection with a redemption of a series of Parity Bonds in accordance with any Supplemental Indenture, or a partial defeasance of such series of Parity Bonds in accordance with Section 9.1 hereof, amounts in the related Subaccount of the Reserve Account may be applied to such redemption or partial defeasance so long as the amount on deposit in such Subaccount of the Reserve Account following such redemption or partial defeasance equals the Reserve Requirement for such series of Parity Bonds. The District shall set forth in a Certificate of an Authorized Representative the amount in the Subaccount of the Reserve Account to be transferred to the Redemption Account on a redemption date or to be transferred pursuant to the Indenture to partially defease such Parity Bonds, and the Trustee shall make such transfer on the applicable redemption or defeasance date, subject to the limitation in the preceding sentence.

(d) To the extent that the 2023 Bonds Reserve Subaccount is at the 2023 Bonds Reserve Requirement as of the first day of the final Bond Year for the Bonds, amounts in the 2023 Bonds Reserve Subaccount may be applied to pay the principal of and interest due on the Bonds in the final Bond Year for the Bonds. Moneys in the 2023 Bonds Reserve Subaccount in excess of the 2023 Bonds Reserve Requirement not transferred in accordance with the preceding provisions of this Section shall be withdrawn from the 2023 Bonds Reserve Subaccount on the Business Day before each March 1 and September 1 and shall be transferred to the Acquisition and Construction Fund or an Account therein, as directed by a Certificate of an Authorized Representative, until all amounts have been disbursed from the Acquisition and Construction Fund (or such fund is closed) and thereafter to the Interest Account of the Special Tax Fund.

(e) To the extent that the Subaccount of the Reserve Account for a series of Parity Bonds is at the Reserve Requirement for such series as of the first day of the final Bond Year for such series of Parity Bonds, amounts in such Subaccount of the Reserve Account may be applied to pay the principal of and interest due on such series of Parity Bonds in the final Bond Year for such issue. Moneys in the Subaccount of the Reserve Account for a series of Parity Bonds in excess of the Reserve Requirement for such series not transferred in accordance with the preceding provisions of this Section shall be withdrawn from such Subaccount of the Reserve Account on the Business Day before each March 1 and September 1 and shall be transferred to the Acquisition and Construction Fund or an Account therein, as directed by a Certificate of an Authorized Representative, until all

amounts have been disbursed from the Acquisition and Construction Fund (or such fund is closed) and thereafter to the Interest Account of the Special Tax Fund.

### **Section 3.7. Rebate Fund.**

(a) The Trustee shall establish and maintain a fund separate from any other fund established and maintained hereunder designated as the Rebate Fund and shall establish a separate Rebate Account and Alternate Penalty Account therein. All money at any time deposited in the Rebate Account or the Alternate Penalty Account of the Rebate Fund shall be held by the Trustee in trust, for payment to the United States Treasury. A separate subaccount of the Rebate Account and the Alternate Penalty Account shall be established for the Bonds and each issue of Parity Bonds the interest on which is excluded from gross income for federal income tax purposes. All amounts on deposit in the Rebate Fund with respect to the Bonds or an issue of Parity Bonds shall be governed by this Section 3.7 and the Tax Certificate for such issue, unless the District obtains an opinion of Bond Counsel that the exclusion from gross income for federal income tax purposes of interest payments on the Bonds and Parity Bonds will not be adversely affected if such requirements are not satisfied.

(1) Rebate Account. The following requirements shall be satisfied with respect to each subaccount of the Rebate Account:

(i) Annual Computation. Within 55 days of the end of each Bond Year, the District shall calculate or cause to be calculated the amount of rebatable arbitrage for the Bonds and each issue of Parity Bonds to which this Section 3.7 is applicable, in accordance with Section 148(f)(2) of the Code and Section 1.148-3 of the Rebate Regulations (taking into account any applicable exceptions with respect to the computation of the rebatable arbitrage described in the Tax Certificate for each issue (e.g., the temporary investments exceptions of Section 148(f)(4)(B) and (C) of the Code), and taking into account whether the election pursuant to Section 148(f)(4)(C)(vii) of the Code (the “1½% Penalty”) has been made), for this purpose treating the last day of the applicable Bond Year as a computation date, within the meaning of Section 1.148-1(b) of the Rebate Regulations (the “Rebatable Arbitrage”). The District shall obtain expert advice as to the amount of the Rebatable Arbitrage to comply with this Section.

(ii) Annual Transfer. Within 55 days of the end of each Bond Year for which Rebatable Arbitrage must be calculated as required by the Tax Certificate for each issue, upon the written direction of an Authorized Representative of the District, an amount shall be deposited to each subaccount of the Rebate Account by the Trustee from any funds so designated by the District if and to the extent required, so that the balance in the Rebate Account shall equal the amount of Rebatable Arbitrage so calculated by or on behalf of the District in accordance with clause (i) of this subsection (a)(1) with respect to the Bonds and each issue of Parity Bonds to which this Section 3.7 is applicable. In the event that immediately following any transfer required by the previous sentence, or the date on which the District determines that no transfer is required for such Bond Year, the amount then on deposit to the credit of the applicable subaccount of the Rebate Account exceeds the amount required to be on deposit therein, upon written instructions from an Authorized Representative of the District, the Trustee shall withdraw the excess from the appropriate subaccount of the Rebate Account and then credit the excess to the Special Tax Fund.

(iii) Payment to the Treasury. The Trustee shall pay, as directed in writing by an Authorized Representative of the District, to the United States Treasury, out of amounts in each subaccount of the Rebate Account:

(X) not later than 60 days after the end of: (A) the fifth Bond Year for the Bonds and each issue of Parity Bonds to which this Section 3.7 is applicable; and (B) each applicable fifth Bond Year thereafter, an amount equal to at least 90% of the Rebatable Arbitrage calculated as of the end of such Bond Year for the Bonds and each issue of Parity Bonds, as applicable; and

(Y) not later than 60 days after the payment or redemption of all of the Bonds or an issue of Parity Bonds, as applicable, an amount equal to 100% of the Rebatable Arbitrage calculated as of the end of such applicable Bond Year, and any income attributable to the Rebatable Arbitrage, computed in accordance with Section 148(f) of the Code.

In the event that, prior to the time of any payment required to be made from the Rebate Account, the amount in the Rebate Account is not sufficient to make such payment when such payment is due, the District shall calculate or cause to be calculated the amount of such deficiency and deposit an amount received from any legally available source equal to such deficiency prior to the time such payment is due. Each payment required to be made pursuant to this subsection (a)(1) shall be made to the Internal Revenue Service Center, Ogden, Utah 84201 on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, or shall be made in such other manner as provided under the Code.

(2) Alternate Penalty Account.

(i) Six-Month Computation. If the 1½% Penalty has been elected for the Bonds or an issue of Parity Bonds, within 85 days of each particular Six-Month Period, the District shall determine or cause to be determined whether the 1½% Penalty is payable (and the amount of such penalty) as of the close of the applicable Six-Month Period. The District shall obtain expert advice in making such determinations.

(ii) Six-Month Transfer. Within 85 days of the close of each Six-Month Period, the Trustee, at the written direction of an Authorized Representative of the District, shall deposit an amount in the appropriate subaccounts of the Alternate Penalty Account from any source of funds held by the Trustee pursuant to this Indenture and designated by the District in such written directions or provided to it by the District, if and to the extent required, so that the balance in each subaccount of the Alternate Penalty Account equals the amount of 1½% Penalty due and payable to the United States Treasury determined as provided in subsection (a)(2)(i) above. In the event that immediately following any transfer provided for in the previous sentence, or the date on which the District determines that no transfer is required for such Bond Year, the amount then on deposit in a subaccount of the Alternate Penalty Account exceeds the amount required to be on deposit therein to make the payments required by subsection (iii) below, the Trustee, at the written direction of an Authorized Representative of the District, may withdraw the excess from the applicable subaccount of the Alternate Penalty Account and credit the excess to the Special Tax Fund.

(iii) Payment to the Treasury. The Trustee shall pay, as directed in writing by an Authorized Representative of the District, to the United States Treasury, out of amounts in a subaccount of the Alternate Penalty Account, not later than 90 days after the close of each Six-Month

Period the 1½% Penalty, if applicable and payable, computed with respect to the Bonds and any issue of Parity Bonds in accordance with Section 148(f)(4) of the Code. In the event that, prior to the time of any payment required to be made from a subaccount of the Alternate Penalty Account, the amount in such subaccount is not sufficient to make such payment when such payment is due, the District shall calculate the amount of such deficiency and direct the Trustee, in writing, to deposit an amount equal to such deficiency into such subaccount of the Alternate Penalty Account from any funds held by the Trustee pursuant to this Indenture and designated by the District in such written directions prior to the time such payment is due. Each payment required to be made pursuant to this subsection (a)(2) shall be made to the Internal Revenue Service, Ogden, Utah 84201 on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T or shall be made in such other manner as provided under the Code.

(b) Disposition of Unexpended Funds. Any funds remaining in the Accounts of the Rebate Fund with respect to the Bonds or an issue of Parity Bonds after redemption and payment of such issue and after making the payments described in subsections (a)(1)(iii) or (a)(2)(iii) (whichever is applicable), may be withdrawn by the Trustee at the written direction of the District and utilized in any manner by the District.

(c) Survival of Defeasance and Final Payment. Notwithstanding anything in this Section or this Indenture to the contrary, the obligation to comply with the requirements of this Section shall survive the defeasance and final payment of the Bonds and any Parity Bonds with respect to which an Account has been created in the Rebate Fund.

(d) Amendment Without Consent of Owners. This Section 3.7 may be deleted or amended in any manner without the consent of the Owners, provided that prior to such event there is delivered to the District an opinion of Bond Counsel to the effect that such deletion or amendment will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds and any issue of Parity Bonds issued on a tax-exempt basis.

(e) Trustee. The Trustee shall have no responsibility to monitor or calculate any amounts payable to the U.S. Treasury pursuant to this Section and shall be deemed constructively to have complied with its obligations hereunder if it follows the written instructions of the District given pursuant to this Section. The Trustee shall not be responsible for calculating rebate amounts or for the adequacy or correctness of any rebate report. The Trustee shall be deemed conclusively to have complied with the provisions of this Indenture and any other agreement relating to the Bonds or Parity Bonds regarding calculation and payment of rebate if it follows the directions of the District, and it shall have no independent duty to review or enforce the District's compliance with such rebate requirements. The Trustee may rely conclusively upon and shall be fully protected from all liability in relying upon the District's opinions, calculations, determinations, directions, and certifications required by this Section. Except to the extent expressly herein provided, the Trustee shall in no instance be responsible or liable for the tax treatment of the Bonds or the Parity Bonds, the District's compliance with the Code, or any other tax consequences in connection with the Bonds or the Parity Bonds.

**Section 3.8. Surplus Fund.** After making the transfers required by Sections 3.3, 3.4, 3.5, 3.6 and 3.7 hereof, as soon as practicable after each September 1, the Trustee shall transfer all remaining amounts in the Special Tax Fund to the Surplus Fund, unless on or prior to such date, it has received a Certificate of an Authorized Representative directing that certain amounts be retained in the Special Tax Fund because the District has included such amounts as being available in the

Special Tax Fund in calculating the amount of the levy of Special Taxes for such Fiscal Year pursuant to Section 5.2(b) hereof. Moneys deposited in the Surplus Fund will be transferred by the Trustee pursuant to a Certificate of an Authorized Representative: (i) to the Interest Account, the Principal Account or the Redemption Account of the Special Tax Fund to pay the principal of, including Sinking Fund Payments, premium, if any, and interest on the Bonds and any Parity Bonds when due in the event that moneys in the Special Tax Fund and the Subaccounts of the Reserve Account of the Special Tax Fund are insufficient therefor; (ii) to each Subaccount of the Reserve Account, on a proportionate basis based on the outstanding principal amount of the Bonds and any Parity Bonds, to replenish the 2023 Bonds Reserve Subaccount to the 2023 Bonds Reserve Requirement, and to each other Subaccount of the Reserve Account to the applicable Reserve Requirement; (iii) to the Administrative Expense Account of the Special Tax Fund to pay Administrative Expenses to the extent that the amounts on deposit in the Administrative Expense Account of the Special Tax Fund are insufficient to pay Administrative Expenses; (iv) to the Acquisition and Construction Fund to pay Project Costs; or (v) after all Project Costs have been paid, to the District, for any other lawful purpose of the District.

The amounts in the Surplus Fund are not pledged to the repayment of the Bonds or the Parity Bonds and may be used by the District for any lawful purpose. In the event that the District reasonably expects to use any portion of the moneys in the Surplus Fund to pay debt service on any Outstanding Bonds or Parity Bonds, the District shall notify the Trustee in a Certificate of an Authorized Representative and the Trustee shall segregate such amount into a separate subaccount and the moneys on deposit in such subaccount of the Surplus Fund shall, subject to Section 3.10, be invested at the written direction of the District in Authorized Investments the interest on which is excludable from gross income under Section 103 of the Code (other than bonds the interest on which is a tax preference item for purposes of computing the alternative minimum tax of individuals under the Code) or in Authorized Investments at a yield not in excess of the yield on the issue of Bonds or Parity Bonds to which such amounts are to be applied, unless, in the opinion of Bond Counsel, investment at a higher yield will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or any Parity Bonds which were issued on a tax-exempt basis for federal income tax purposes. Such amounts shall be disbursed as directed by an Authorized Representative of the District.

### **Section 3.9. Acquisition and Construction Fund.**

(a) The moneys in the Costs of Issuance Account shall be disbursed by the Trustee pursuant to a Certificate of an Authorized Representative, and any balance remaining therein after 180 days shall be transferred by the Trustee to the City Facilities Account within the Acquisition and Construction Fund as directed in writing by an Authorized Representative of the District. Following such transfer to the Acquisition and Construction Fund, the Costs of Issuance Account shall be closed.

(b) The moneys in the Acquisition and Construction Fund and the Accounts therein (other than the Costs of Issuance Account) shall be applied exclusively to pay the Project Costs. Amounts for Project Costs shall be disbursed by the Trustee from the Acquisition and Construction Fund or the Accounts therein (other than the Costs of Issuance Account), as specified in a Requisition for Disbursement of Project Costs, substantially in the form of Exhibit B-1 attached hereto. A properly executed Requisition for Disbursement of Project Costs must be submitted in connection with each requested disbursement and the Trustee may rely thereon without investigating the accuracy thereof. Amounts in an Account of the Acquisition and Construction Fund may be



transferred to another Account or Accounts therein pursuant to a Certificate of an Authorized Representative of the District. For purposes of complying with the requirements of this Section, the Trustee may conclusively rely and shall be protected in acting or refraining from acting upon the requisition signed by the authorized officer of the District. The Trustee shall not be bound to make an investigation into the facts or matters stated in any Requisition of the District. The Trustee shall not be responsible for determining whether the funds on hand in the Acquisition and Construction Fund are sufficient to complete the Project. The Trustee shall not be responsible to collect lien waivers.

(c) Upon receipt of a Certificate of an Authorized Representative of the District stating that all or a specified portion of the amount remaining in the Acquisition and Construction Fund or the Accounts therein (other than the Costs of Issuance Account) is no longer needed to pay Project Costs, the Trustee shall: (i) transfer all or such specified portion, as applicable, of the moneys remaining on deposit in the Acquisition and Construction Fund or the Accounts therein (other than the Costs of Issuance Account) to the Interest Account, the Principal Account or Redemption Account of the Special Tax Fund, to the Costs of Issuance Account or to the Surplus Fund, as directed in such certificate, provided that in connection with any direction to transfer amounts to the Surplus Fund there shall have been delivered to the Trustee with such certificate an opinion of Bond Counsel to the effect that such transfer to the Surplus Fund will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or any Parity Bonds which were issued on a tax-exempt basis for federal income tax purposes; and (ii) thereafter, close the Acquisition and Construction Fund.

**Section 3.10. Investments.** Moneys held in any of the Funds, Accounts and Subaccounts under this Indenture shall be invested at the written direction (which may include a facsimile transmission) of the District upon at least two (2) Business Days' notice in accordance with the limitations set forth below and to the extent permitted by law only in Authorized Investments (such direction to specify the particular Authorized Investment to be made) which shall be deemed at all times to be a part of such Funds, Accounts and Subaccounts. Any loss resulting from such Authorized Investments shall be credited or charged to the Fund, Account or Subaccount from which such investment was made, and any investment earnings on a Fund, Account or Subaccount shall be applied as follows: (i) investment earnings on all amounts deposited in the Acquisition and Construction Fund (including the Accounts therein), the Special Tax Fund, the Surplus Fund and the Rebate Fund and each Account therein (other than the Subaccounts of the Reserve Account of the Special Tax Fund) shall be deposited in those respective Funds, Accounts and Subaccounts; and (ii) investment earnings on all amounts deposited in the Subaccounts of the Reserve Account shall be deposited therein to be applied as set forth in Section 3.6. Moneys in the Funds, Accounts and Subaccounts held under this Indenture may be invested by the Trustee as directed in writing (which may include a facsimile transmission) by the District, from time to time, in Authorized Investments (such direction to specify the particular Authorized Investment to be made) subject to the following restrictions (provided that the Trustee is not required to verify compliance with such restrictions and may rely on the District's written instructions as evidence of such compliance):

(a) Moneys in the Acquisition and Construction Fund and the Accounts therein shall be invested in Authorized Investments which will by their terms mature, or in the case of an Investment Agreement are available without penalty, as close as practicable to the date the District estimates the moneys represented by the particular investment will be needed for withdrawal from the Acquisition and Construction Fund or the Accounts therein. Notwithstanding anything herein to the contrary, amounts in the Acquisition and Construction Fund or the Accounts therein three years after the

Delivery Date for the Bonds and the proceeds of each issue of Parity Bonds issued on a tax-exempt basis which are remaining on deposit in the Acquisition and Construction Fund on the date which is three years following the date of issuance of such issue of Parity Bonds shall be invested by the District only in Authorized Investments the interest on which is excluded from gross income under Section 103 of the Code (other than bonds the interest on which is a tax preference item for purposes of computing the alternative minimum tax of individuals under the Code) or in Authorized Investments at a yield not in excess of the yield on the issue of Bonds or Parity Bonds from which such proceeds were derived, unless in the opinion of Bond Counsel such restriction is not necessary to prevent interest on the Bonds or any Parity Bonds which were issued on a tax-exempt basis for federal income tax purposes from being included in gross income for federal income tax purposes.

(b) Moneys in the Interest Account, the Principal Account, and the Redemption Account of the Special Tax Fund shall be invested only in Authorized Investments which will by their terms mature, or in the case of an Investment Agreement are available for withdrawal without penalty, on such dates so as to ensure the payment of principal of, premium, if any, and interest on the Bonds and any Parity Bonds as the same become due.

(c) Moneys in the 2023 Bonds Reserve Subaccount may be invested only in Authorized Investments (other than the Authorized Investment described in clause (2)(i) of the definition thereof) which, taken together, have a weighted average maturity not in excess of five years; provided that such amounts may be invested in an Investment Agreement to the later of the final maturity of the Bonds so long as such amounts may be withdrawn at any time, without penalty, for application in accordance with Section 3.6 hereof; and provided that no such Authorized Investment of amounts in the 2023 Bonds Reserve Subaccount shall mature later than the final maturity date of the Bonds.

Moneys in a Subaccount of the Reserve Account established for a series of Parity Bonds may be invested only in Authorized Investments (other than the Authorized Investment described in clause (2)(i) of the definition thereof) which, taken together, have a weighted average maturity not in excess of five years; provided that such amounts may be invested in an Investment Agreement to the later of the final maturity of such series of Parity Bonds so long as such amounts may be withdrawn at any time, without penalty, for application in accordance with Section 3.6 hereof; and provided that no such Authorized Investment of amounts in such Subaccount of the Reserve Account shall mature later than the respective final maturity date of such Parity Bonds.

(d) Moneys in the Rebate Fund shall be invested only in Authorized Investments of the type described in clause (1) of the definition thereof which by their terms will mature, as nearly as practicable, on the dates such amounts are needed to be paid to the United States Government pursuant to Section 3.7 hereof or in Authorized Investments of the type described in clause (2)(e) of the definition thereof.

(e) In the absence of written investment directions from the District, the Trustee shall hold all funds hereunder uninvested as cash.

The Trustee shall sell, or present for redemption, any Authorized Investment whenever it may be necessary to do so in order to provide moneys to meet any payment or transfer to such funds and accounts or from such funds and accounts. Notwithstanding anything herein to the contrary, the Trustee shall not be responsible or liable for any loss, fee, tax or other charge from investments, reinvestments, liquidations, sales or transfers undertaken in accordance with the provisions of this Indenture. In the event of a loss on the sale of such investments (after giving effect to any interest or

other income thereon except to the extent theretofore paid to the District), the Trustee shall have no responsibility or liability in respect of such loss except that the Trustee shall notify the District of the amount of such loss and the District shall promptly pay such amount to the Trustee to be credited as part of the moneys originally invested.

The Trustee may act as principal or agent in the making or disposing of any investment and shall be entitled to its customary fee for making such investment. The Trustee may sell at the best market price obtainable, or present for redemption, any Authorized Investment so purchased whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such Authorized Investment is credited, and, subject to the provisions of Section 7.4, the Trustee shall not be liable or responsible for any loss resulting from such investment. For investment purposes, the Trustee may commingle the funds and accounts established hereunder, but shall account for each separately. The Trustee is hereby authorized, in making or disposing of any investment permitted by this Section, to deal with itself (in its individual capacity) or which any one or more of its affiliates, whether it or such affiliate is acting as an agent of the Trustee or for any third person or dealing as principal for its own account. The parties acknowledge that the Trustee is not providing investment supervision, recommendations, or advice.

The District acknowledges that, to the extent that regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive brokerage confirmations of security transactions as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the District periodic cash transaction statements which include detail for all investment transactions made by the Trustee hereunder.

**ARTICLE IV**

**REDEMPTION OF BONDS AND PARITY BONDS**

**Section 4.1. Redemption of Bonds.**

(a) Optional Redemption. The Bonds may be redeemed at the option of the District from any source of funds on any Interest Payment Date on or after September 1, 20\_\_, in whole or in part, from such maturities as are selected by the District and by lot within a maturity, at the following redemption prices, expressed as a percentage of the principal amount to be redeemed, together with accrued interest to the date of redemption:

<i>Redemption Date</i>	<i>Redemption Price</i>
September 1, 20__ and March 1, 20__	%
September 1, 20__ and March 1, 20__	
September 1, 20__ and March 1, 20__	
September 1, 20__ and any Interest Payment Date thereafter	

In the event that the District elects to redeem Bonds as provided above, the District shall give written notice to the Trustee of its election to so redeem, the redemption date and the principal amount of the Bonds of each maturity to be redeemed. The notice to the Trustee shall be given at least 30 but no more than 60 days prior to the redemption date, or by such later date as is acceptable to the Trustee.

(b) Mandatory Sinking Fund Redemption. The Bonds maturing on September 1, 20\_\_ (the “20\_\_ Term Bonds”) shall be called before maturity and redeemed, from the Sinking Fund Payments that have been deposited into the Redemption Account established hereunder, on September 1, 20\_\_, and on each September 1 thereafter prior to maturity, in accordance with the schedule of Sinking Fund Payments set forth below. The 20\_\_ Term Bonds so called for redemption shall be selected by the Trustee by lot and shall be redeemed at a redemption price for each redeemed 20\_\_ Term Bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, as follows:

**Term Bonds Maturing September 1, 20\_\_**

*Sinking Fund Redemption Date  
(September 1)*

*Sinking Fund Payments*

\$

\*

---

\* Maturity.

The Bonds maturing on September 1, 20\_\_ (the “20\_\_ Term Bonds”) shall be called before maturity and redeemed, from the Sinking Fund Payments that have been deposited into the Redemption Account established hereunder, on September 1, 20\_\_, and on each September 1 thereafter prior to maturity, in accordance with the schedule of Sinking Fund Payments set forth below. The 20\_\_ Term Bonds so called for redemption shall be selected by the Trustee by lot and shall be redeemed at a redemption price for each redeemed 20\_\_ Term Bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, as follows:

**Term Bonds Maturing September 1, 20\_\_**

*Sinking Fund Redemption Date  
(September 1)*

*Sinking Fund Payments*

\$

\*

---

\* Maturity.

The Bonds maturing on September 1, 20\_\_ (the “20\_\_ Term Bonds”) shall be called before maturity and redeemed, from the Sinking Fund Payments that have been deposited into the Redemption Account established hereunder, on September 1, 20\_\_ and on each September 1 thereafter prior to maturity, in accordance with the schedule of Sinking Fund Payments set forth below. The 20\_\_ Term Bonds so called for redemption shall be selected by the Trustee by lot and shall be redeemed at a redemption price for each redeemed 20\_\_ Term Bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, as follows:

**Term Bonds Maturing September 1, 20\_\_**

***Sinking Fund Redemption Date  
(September 1)***

***Sinking Fund Payments***

\$

\*

\* Maturity.

If the District purchases Term Bonds during the Fiscal Year immediately preceding one of the sinking fund redemption dates specified above, the District shall notify the Trustee at least 45 days prior to the redemption date as to the principal amount purchased, and the amount purchased shall be credited at the time of purchase to the next Sinking Fund Payment for the Term Bond so purchased, to the extent of the full principal amount of the purchase. All Bonds purchased pursuant to this subsection shall be cancelled pursuant to Section 10.1 hereof.

In the event of a partial optional redemption or extraordinary redemption of the Term Bonds, each of the remaining Sinking Fund Payments for such Term Bonds shall be reduced, as nearly as practicable, on a pro rata basis.

(c) Extraordinary Redemption. The Bonds are subject to extraordinary redemption as a whole or in part on a pro rata basis among maturities and by lot within a maturity, on any Interest Payment Date on or after September 1, 2023 and shall be redeemed by the Trustee, from Prepayments deposited to the Redemption Account pursuant to Section 3.2, plus amounts transferred from the 2023 Bonds Reserve Subaccount pursuant to Section 3.6(c), at the following redemption prices, expressed as a percentage of the principal amount to be redeemed, together with accrued interest to the redemption date:

<b><i>Redemption Date</i></b>	<b><i>Redemption Price</i></b>
Any Interest Payment Date from September 1, 2023, through March 1, 20__, September 1, 20__, and March 1, 20__, September 1, 20__, and March 1, 20__, September 1, 20__, and any Interest Payment Date thereafter	%

Prepayments will be allocated to the payment at maturity and redemption of Bonds and any Parity Bonds as nearly as practicable on a proportionate basis based on the outstanding principal amount of the Bonds and any Parity Bonds and such amounts shall be applied to redeem Bonds and Parity Bonds as nearly as practicable on a pro rata basis among maturities in increments of \$5,000; provided, however, that, for Prepayments of less than \$50,000, the District may specify in a Certificate of an Authorized Representative that Prepayments be applied to one or more maturities of the Bonds or Parity Bonds so long as there is delivered to the Trustee a certificate of the Independent Financial Consultant that, following such application of the Prepayments, the maximum Special Taxes that may be levied in each Fiscal Year on Taxable Property is not less than 110% of Annual

Debt Service, plus the Administrative Expenses Cap, in the Bond Year that begins in such Fiscal Year.

(d) The redemption provisions for Parity Bonds shall be set forth in a Supplemental Indenture.

**Section 4.2. Selection of Bonds and Parity Bonds for Redemption.** If less than all of the Bonds or Parity Bonds Outstanding are to be redeemed, the portion of any Bond or Parity Bond of a denomination of more than \$5,000 to be redeemed shall be in the principal amount of \$5,000 or an integral multiple thereof. In selecting portions of such Bonds or Parity Bonds for redemption, the Trustee shall treat such Bonds or Parity Bonds, as applicable, as representing that number of Bonds or Parity Bonds of \$5,000 denominations which is obtained by dividing the principal amount of such Bonds or Parity Bonds to be redeemed in part by \$5,000. The procedure for the selection of Parity Bonds for redemption may be modified as set forth in the Supplemental Indenture for such Parity Bonds. The Trustee shall promptly notify the District in writing of the Bonds or Parity Bonds, or portions thereof, selected for redemption.

**Section 4.3. Notice of Redemption.** When Bonds or Parity Bonds are due for redemption under Section 4.1 above or under another redemption provision set forth in a Supplemental Indenture relating to any Parity Bonds, the Trustee shall give notice, in the name and at the expense of the District, of the redemption of such Bonds or Parity Bonds. Such notice of redemption shall: (i) specify the CUSIP numbers (if any), the bond numbers and the maturity date or dates of the Bonds or Parity Bonds selected for redemption, except that where all of the Bonds or all of an issue of Parity Bonds are subject to redemption, or all of the Bonds or Parity Bonds of one maturity are to be redeemed, the bond numbers of such issue need not be specified; (ii) state the date fixed for redemption and surrender of the Bonds or Parity Bonds to be redeemed; (iii) state the redemption price; (iv) state the place or places where the Bonds or Parity Bonds are to be redeemed; (v) in the case of Bonds or Parity Bonds to be redeemed only in part, state the portion of such Bond or Parity Bond which is to be redeemed; (vi) state the date of issue of the Bonds or Parity Bonds as originally issued; (vii) state the rate of interest borne by each Bond or Parity Bond being redeemed; and (viii) state any other descriptive information needed to identify accurately the Bonds or Parity Bonds being redeemed as shall be specified by the Trustee. Such notice shall further state that on the date fixed for redemption, there shall become due and payable on each Bond, Parity Bond or portion thereof called for redemption, the principal thereof, together with any premium, and interest accrued to the redemption date, and that from and after such date, interest thereon shall cease to accrue and be payable. At least 30 days but no more than 45 days prior to the redemption date, the Trustee shall mail a copy of such notice of redemption, by first class mail, postage prepaid, to the respective Owners thereof at their addresses appearing on the Bond Register, and to the original purchaser of any Bonds or Parity Bonds; provided, however, so long as the Bonds and Parity Bonds are registered in the name of the Nominee, such notice shall be given in such manner as complies with the requirements of the Depository. The actual receipt by the Owner of any Bond or Parity Bond of notice of such redemption shall not be a condition precedent to redemption, and neither the failure to receive nor any defect in such notice shall affect the validity of the proceedings for the redemption of such Bonds or Parity Bonds, or the cessation of interest on the redemption date. A certificate by the Trustee that notice of such redemption has been given as herein provided shall be conclusive as against all parties and the Owner shall not be entitled to show that he or she failed to receive notice of such redemption.

In addition to the foregoing notice, further notice shall be given by the Trustee as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

Each further notice of redemption shall be sent not later than the date that notice of redemption is given to the Owners pursuant to the first paragraph of this Section by first class mail or facsimile to the Depository and to any other registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and Parity Bonds and to one or more of the national information services that are in the business of disseminating notice of redemption of obligations such as the Bonds and Parity Bonds.

Upon the payment of the redemption price of any Bonds and Parity Bonds being redeemed, each check or other transfer of funds issued for such purpose shall to the extent practicable bear the CUSIP number identifying, by issue and maturity, the Bonds and Parity Bonds being redeemed with the proceeds of such check or other transfer.

With respect to any notice of optional redemption of Bonds or Parity Bonds, such notice may state that such redemption shall be conditional upon the receipt by the Trustee on or prior to the date fixed for such redemption of moneys sufficient to pay the principal of, premium, if any, and interest on such Bonds or Parity Bonds to be redeemed and that, if the District determines that such moneys will not be so received on or prior to the redemption date, said notice shall be of no force and effect and the Trustee shall not be required to redeem such Bonds or Parity Bonds. If any condition stated in the redemption notice for an optional redemption shall not have been satisfied on or prior to the redemption date: (i) the redemption notice shall be of no force and effect, (ii) the District shall not be required to redeem such Bonds or Parity Bonds, (iii) the redemption shall not be made, and (iv) the Trustee shall within a reasonable time thereafter give notice to the persons in the manner in which the conditional redemption notice was given that such condition or conditions were not met and that the redemption was canceled.

**Section 4.4. Partial Redemption of Bonds or Parity Bonds.** Upon surrender of any Bond or Parity Bond to be redeemed in part only, the District shall execute and the Trustee shall authenticate and deliver to the Owner, at the expense of the District, a new Bond or Bonds or a new Parity Bond or Parity Bonds of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Bonds surrendered, with the same interest rate and the same maturity or, in the case of surrender of a Parity Bond, a new Parity Bond or Parity Bonds subject to the foregoing limitations.

**Section 4.5. Effect of Notice and Availability of Redemption Money.** Notice of redemption having been duly given, as provided in Section 4.3 hereof, and the amount necessary for the redemption having been made available for that purpose and being available therefor on the date fixed for such redemption:

(a) the Bonds and Parity Bonds, or portions thereof, designated for redemption shall, on the date fixed for redemption, become due and payable at the redemption price thereof as provided in this Indenture or in any Supplemental Indenture with respect to any Parity Bonds, anything in this Indenture or in the Bonds or the Parity Bonds to the contrary notwithstanding;

(b) upon presentation and surrender thereof at the Principal Office of the Trustee, the redemption price of such Bonds and Parity Bonds shall be paid to the Owners thereof;

(c) as of the redemption date the Bonds or the Parity Bonds, or portions thereof so designated for redemption shall be deemed to be no longer Outstanding and such Bonds or Parity Bonds, or portions thereof, shall cease to bear further interest; and

(d) as of the date fixed for redemption no Owner of any of the Bonds, Parity Bonds or portions thereof so designated for redemption shall be entitled to any of the benefits of this Indenture or any Supplemental Indenture, or to any other rights, except with respect to payment of the redemption price and interest accrued to the redemption date from the amounts so made available.

## ARTICLE V

### COVENANTS AND WARRANTY

**Section 5.1. Warranty.** The District warrants that it shall preserve and protect the security pledged hereunder to the Bonds and any Parity Bonds against all claims and demands of all persons.

**Section 5.2. Covenants.** So long as any of the Bonds or Parity Bonds issued hereunder are Outstanding and unpaid, the District makes the following covenants with the Owners under the provisions of the Act and this Indenture (to be performed by the District or its proper officers, agents or employees), which covenants are necessary and desirable to secure the Bonds and Parity Bonds and tend to make them more marketable; provided, however, that said covenants do not require the District to expend any funds or moneys other than the Special Taxes and other amounts deposited to the Special Tax Fund:

(a) Punctual Payment; Against Encumbrances. The District covenants that it will receive all Special Taxes in trust for the Owners and will direct the Treasurer to deposit all Special Taxes with the Trustee as soon as reasonably practicable following their apportionment to the District, and the District shall have no beneficial right or interest in the amounts so deposited except as provided by this Indenture. All such Special Taxes shall be disbursed, allocated and applied solely to the uses and purposes set forth herein, and shall be accounted for separately and apart from all other money, funds, accounts or other resources of the District. Notwithstanding anything to the contrary herein, the Trustee shall have no duty to prepare or file any Federal or state tax report or return with respect to any funds held pursuant to this Indenture or any income earned thereon, except for the delivery and filing of tax information reporting forms required to be delivered and filed with the Internal Revenue Service.

The District covenants that it will duly and punctually pay or cause to be paid the principal of and interest on every Bond and Parity Bond issued hereunder, together with the premium, if any, thereon on the date, at the place and in the manner set forth in the Bonds and the Parity Bonds and in accordance with this Indenture to the extent that Net Taxes and other amounts pledged hereunder are available therefor, and that the payments into the Funds and Accounts created hereunder will be made, all in strict conformity with the terms of the Bonds, any Parity Bonds, and this Indenture, and that it will faithfully observe and perform all of the conditions, covenants and requirements of this Indenture and all Supplemental Indentures and of the Bonds and any Parity Bonds issued hereunder.



The District will not mortgage or otherwise encumber, pledge or place any charge upon any of the Net Taxes except as provided in this Indenture, and will not issue any obligation or security having a lien or charge upon the Net Taxes superior to or on a parity with the Bonds, other than Parity Bonds. Nothing herein shall prevent the District from issuing or incurring indebtedness which is payable from a pledge of Net Taxes which is subordinate in all respects to the pledge of Net Taxes to repay the Bonds and the Parity Bonds, subject to compliance with the District's bonded indebtedness limit.

(b) Levy of Special Tax. Beginning in Fiscal Year 2023-24 and so long as any Bonds or Parity Bonds issued under this Indenture are Outstanding, subject to the limitations set forth in the Act and RMA, the legislative body of the District covenants to levy the Special Tax in an amount sufficient, together with other amounts on deposit in the Special Tax Fund, to pay: (1) the principal of and interest on the Bonds and any Parity Bonds when due; (2) the Administrative Expenses; and (3) any amounts required to replenish the 2023 Bonds Reserve Subaccount to the 2023 Bonds Reserve Requirement and any other Subaccount of the Reserve Account to the applicable Reserve Requirement, including any amounts to pay costs related to a Reserve Policy, if any. The District further covenants that it will take no actions that would discontinue or cause the discontinuance of the Special Tax levy or the District's authority to levy the Special Tax for so long as the Bonds and any Parity Bonds are Outstanding.

(c) Commence Foreclosure Proceedings. The District covenants for the benefit of the Owners of the Bonds and any Parity Bonds that it will: (i) commence judicial foreclosure proceedings against parcels with delinquent Special Taxes in excess of \$2,500 by the December 1 following the close of each Fiscal Year in which such Special Taxes were due; (ii) commence judicial foreclosure proceedings against all parcels with delinquent Special Taxes by the December 1 following the close of each Fiscal Year in which it receives Special Taxes in an amount which is less than 95% of the total Special Tax levied; and (iii) diligently pursue such foreclosure proceedings until the delinquent Special Taxes are paid; provided that, notwithstanding the foregoing, the District may elect to defer foreclosure proceedings on any parcel so long as the amount in the 2023 Bonds Reserve Subaccount is at least equal to the 2023 Bonds Reserve Requirement and the amount in all other Subaccounts of the Reserve Account is at least equal to the applicable Reserve Requirement. The District may, but shall not be obligated to, advance funds from any source of legally available funds in order to maintain the Subaccounts of the Reserve Account. The District may treat any delinquent Special Tax sold to an independent third-party or to the City for at least 100% of the delinquent amount as having been paid. Proceeds of any such sale up to 100% of the delinquent amount will be deposited in the Special Tax Fund.

The District covenants that it will deposit the net proceeds of any foreclosure in the Special Tax Fund and will apply such proceeds remaining after the payment of Administrative Expenses to make current payments of principal and interest on the Bonds and any Parity Bonds, to bring the amount on deposit in the 2023 Bonds Reserve Subaccount up to the 2023 Bonds Reserve Requirement and the amount on deposit in any other Subaccount of the Reserve Account to the applicable Reserve Requirement, and to pay any delinquent installments of principal or interest due on the Bonds and any Parity Bonds.

(d) Payment of Claims. The District will pay and discharge any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien or charge upon the Net Taxes or other funds in the Special Tax Fund (other than the Administrative Expense Account therein), or which might impair the security of the Bonds or any Parity Bonds then Outstanding; provided,

however, that nothing herein contained shall require the District to make any such payments so long as the District in good faith shall contest the validity of any such claims.

(e) Books and Accounts. The District will keep proper books of records and accounts, separate from all other records and accounts of the District, in which complete and correct entries shall be made of all transactions relating to the Project, the levy of the Special Tax and the deposits to the Special Tax Fund. Such books of records and accounts shall at all times during business hours be subject to the inspection of the Trustee or of the Owners or the Owners of any issue of Parity Bonds then Outstanding or their representatives authorized in writing.

(f) Federal Tax Covenants. Notwithstanding any other provision of this Indenture, absent an opinion of Bond Counsel that the exclusion from gross income of interest on the Bonds and any Parity Bonds issued on a tax-exempt basis for federal income tax purposes will not be adversely affected for federal income tax purposes, the District covenants to comply with all applicable requirements of the Code necessary to preserve such exclusion from gross income and specifically covenants, without limiting the generality of the foregoing, as follows:

(1) Private Activity. The District will take no action or refrain from taking any action or make any use of the proceeds of the Bonds or any Parity Bonds or of any other monies or property which would cause the Bonds or any Parity Bonds issued on a tax-exempt basis for federal income tax purposes to be “private activity bonds” within the meaning of Section 141 of the Code.

(2) Arbitrage. The District will make no use of the proceeds of the Bonds or any Parity Bonds or of any other amounts or property, regardless of the source, or take any action or refrain from taking any action which will cause the Bonds or any Parity Bonds issued on a tax-exempt basis for federal income tax purposes to be “arbitrage bonds” within the meaning of Section 148 of the Code.

(3) Federal Guaranty. The District will make no use of the proceeds of the Bonds or any Parity Bonds or take or omit to take any action that would cause the Bonds or any Parity Bonds issued on a tax-exempt basis for federal income tax purposes to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

(4) Information Reporting. The District will take or cause to be taken all necessary action to comply with the informational reporting requirement of Section 149(e) of the Code.

(5) Hedge Bonds. The District will make no use of the proceeds of the Bonds or any Parity Bonds or any other amounts or property, regardless of the source, or take any action or refrain from taking any action that would cause the Bonds or any Parity Bonds issued on a tax-exempt basis for federal income tax purposes to be considered “hedge bonds” within the meaning of Section 149(g) of the Code unless the District takes all necessary action to assure compliance with the requirements of Section 149(g) of the Code to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds and any applicable Parity Bonds.

(6) Miscellaneous. The District will take no action or refrain from taking any action inconsistent with its expectations stated in the Tax Certificate executed on the Delivery Date by the District in connection with the Bonds and any issue of Parity Bonds and will comply with the covenants and requirements stated therein and incorporated by reference herein.

(7) Other Tax-Exempt Issues. The District will not use proceeds of other tax-exempt securities to redeem any Bonds or Parity Bonds without first obtaining the written opinion of Bond Counsel that doing so will not impair the exclusion from gross income for federal income tax purposes of interest on the Bonds and any Parity Bonds issued on a tax-exempt basis.

(8) Subsequent Opinions. If the District obtains a subsequent opinion of Bond Counsel other than Stradling Yocca Carlson & Rauth, a Professional Corporation, where such opinion is required in connection with a change or amendment to this Indenture or the procedures set forth in the Tax Certificate, it will obtain an opinion substantially to the effect originally delivered by Stradling Yocca Carlson & Rauth, a Professional Corporation, that interest on the Bonds is excluded from gross income for federal income tax purposes.

(g) Reduction of Maximum Special Taxes. The District hereby finds and determines that, historically, delinquencies in the payment of special taxes authorized pursuant to the Act in community facilities districts in California have from time to time been at levels requiring the levy of special taxes at the maximum authorized rates in order to make timely payment of principal of and interest on the outstanding indebtedness of such community facilities districts. For this reason, the District hereby determines that a reduction in the maximum Special Tax rates authorized to be levied on parcels in the District below the levels provided in this Section 5.2(g) would interfere with the timely retirement of the Bonds and Parity Bonds. The District determines it to be necessary in order to preserve the security for the Bonds and Parity Bonds to covenant, and, to the maximum extent that the law permits it to do so, the District hereby does covenant, that it shall not initiate proceedings to reduce the maximum Special Tax rates for the District, unless, in connection therewith, the District receives a certificate from one or more Independent Financial Consultants which, when taken together, certify that: (i) such changes do not reduce the maximum Special Taxes that may be levied in each year on property within the District to an amount which is less than the Administrative Expense Cap plus 110% of the Annual Debt Service due in each corresponding future Bond Year with respect to the Bonds and Parity Bonds Outstanding as of the date of such proposed reduction; and (ii) the District is not delinquent in the payment of the principal of or interest on the Bonds or any Parity Bonds.

(h) Covenants to Defend. The District covenants that, in the event that any initiative is adopted by the qualified electors in the District which purports to reduce the maximum Special Tax below the levels specified in Section 5.2(g) above or to limit the power of the District to levy the Special Taxes for the purposes set forth in Section 5.2(b) above, it will commence and pursue legal action in order to preserve its ability to comply with such covenants.

(i) Limitation on Right to Tender Bonds. The District hereby covenants that it will not adopt any policy pursuant to Section 53344.1 of the Act permitting the tender of Bonds or Parity Bonds in full payment or partial payment of any Special Taxes unless the District shall have first received a certificate from an Independent Financial Consultant that the acceptance of such a tender will not result in the District having insufficient Net Taxes to pay the principal of and interest on the Bonds and Parity Bonds when due.

(j) Continuing Disclosure. The District covenants to comply with the terms of the Continuing Disclosure Certificate and with the terms of any agreement executed by the District with respect to any Parity Bonds to assist the Underwriter in complying with Rule 15c2-12 adopted by the Securities and Exchange Commission; provided, however, that a failure to comply shall not be

considered an event of default hereunder and the Owners shall be limited to enforcing the terms thereof in accordance with the terms of the Continuing Disclosure Certificate.

(k) Further Assurances. The District shall make, execute and deliver any and all such further agreements, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture and for the better assuring and confirming unto the Owners of the Bonds and any Parity Bonds of the rights and benefits provided in this Indenture.

## ARTICLE VI

### AMENDMENTS TO INDENTURE

**Section 6.1. Supplemental Indentures or Orders Not Requiring Owner Consent.** The District may from time to time, and at any time, without notice to or consent of any of the Owners, adopt Supplemental Indentures for any of the following purposes:

(a) to cure any ambiguity, to correct or supplement any provisions herein which may be inconsistent with any other provision herein, or to make any other provision with respect to matters or questions arising under this Indenture or in any additional resolution or order, provided that such action is not materially adverse to the interests of the Owners;

(b) to add to the covenants and agreements of and the limitations and the restrictions upon the District contained in this Indenture other covenants, agreements, limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Indenture as theretofore in effect or which further secure Bond or Parity Bond payments;

(c) to provide for the issuance of any Parity Bonds, and to provide the terms and conditions under which such Parity Bonds may be issued, subject to and in accordance with the provisions of this Indenture;

(d) to modify, amend or supplement this Indenture in such manner as to permit the qualification hereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, or to comply with the Code or regulations issued thereunder, and to add such other terms, conditions and provisions as may be permitted by said act or similar federal statute, and which shall not materially adversely affect the interests of the Owners of the Bonds or any Parity Bonds then Outstanding;

(e) to modify, alter or amend the RMA in any manner, so long as the Trustee receives a certificate of an Independent Financial Consultant stating that: (i) such changes do not reduce the maximum Special Taxes that may be levied in each year on property within the District to an amount which is less than the Administrative Expense Cap plus 110% of the Annual Debt Service due in each corresponding future Bond Year with respect to the Bonds and Parity Bonds Outstanding as of the date of such amendment and (ii) based on the current development plan for parcels within the District, do not reduce the maximum Special Taxes which could be levied upon Taxable Property within the District to an amount which is less than the Administrative Expense Cap plus 110% of the Annual Debt Service due in each corresponding future Bond Year with respect to the Bonds and Parity Bonds Outstanding as of the date of such amendment;

(f) to modify, alter, amend or supplement this Indenture in any other respect which is not materially adverse to the Owners; or

(g) to modify, alter, amend or supplement this Indenture in any other respect, as may be required to fund all or a portion of the 2023 Bonds Reserve Requirement or any other Reserve Requirement with respect to Parity Bonds with a Reserve Policy.

**Section 6.2. Supplemental Indentures or Orders Requiring Owner Consent.**

Exclusive of the Supplemental Indentures described in Section 6.1, the Owners of not less than a majority in aggregate principal amount of the Bonds and Parity Bonds Outstanding shall have the right to consent to and approve the adoption by the District of such Supplemental Indentures as shall be deemed necessary or desirable by the District for the purpose of waiving, modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture; provided, however, that nothing herein shall permit, or be construed as permitting: (a) an extension of the maturity date of the principal, or the payment date of interest on, any Bond or Parity Bond; (b) a reduction in the principal amount of, or redemption premium on, any Bond or Parity Bond or the rate of interest thereon; (c) a preference or priority of any Bond or Parity Bond over any other Bond or Parity Bond; or (d) a reduction in the aggregate principal amount of the Bonds and Parity Bonds the Owners of which are required to consent to such Supplemental Indenture, without the consent of the Owners of all Bonds and Parity Bonds then Outstanding.

If at any time the District shall desire to adopt a Supplemental Indenture, which pursuant to the terms of this Section shall require the consent of the Owners, the District shall so notify the Trustee and shall deliver to the Trustee a copy of the proposed Supplemental Indenture. The Trustee shall, at the expense of the District, cause notice prepared by counsel of the District of the proposed Supplemental Indenture to be mailed, by first class mail, postage prepaid, to all Owners at their addresses as they appear in the Bond Register. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that a copy thereof is on file at the Principal Office of the Trustee for inspection by all Owners. The failure of any Owners to receive such notice shall not affect the validity of such Supplemental Indenture when consented to and approved by the Owners of not less than a majority in aggregate principal amount of the Bonds and Parity Bonds Outstanding as required by this Section. Whenever at any time within one year after the date of the first mailing of such notice, the Trustee shall receive an instrument or instruments purporting to be executed by the Owners of not less than a majority in aggregate principal amount of the Bonds and Parity Bonds Outstanding, which instrument or instruments shall refer to the proposed Supplemental Indenture described in such notice, and shall specifically consent to and approve the adoption thereof by the District substantially in the form of the copy referred to in such notice as on file with the Trustee, such proposed Supplemental Indenture, when duly adopted by the District, shall thereafter become a part of the proceedings for the issuance of the Bonds and any Parity Bonds. In determining whether the Owners of a majority of the aggregate principal amount of the Bonds and Parity Bonds have consented to the adoption of any Supplemental Indenture, Bonds or Parity Bonds which are owned by the District or by any person directly or indirectly controlling or controlled by or under the direct or indirect common control with the District, shall be disregarded and shall be treated as though they were not Outstanding for the purpose of any such determination.

Upon the adoption of any Supplemental Indenture and the receipt of consent to any such Supplemental Indenture from the Owners of not less than a majority in aggregate principal amount of the Outstanding Bonds and Parity Bonds in instances where such consent is required pursuant to the provisions of this Section, this Indenture shall be, and shall be deemed to be, modified and amended

in accordance therewith, and the respective rights, duties and obligations under this Indenture of the District and all Owners of Outstanding Bonds and Parity Bonds shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments.

**Section 6.3. Notation of Bonds or Parity Bonds; Delivery of Amended Bonds or Parity Bonds.** After the effective date of any action taken as hereinabove provided, the District may determine that the Bonds or any Parity Bonds may bear a notation, by endorsement in form approved by the District, as to such action, and in that case upon demand of the Owner of any Outstanding Bond or Parity Bond at such effective date and presentation of such Owner's Bond or Parity Bond for the purpose at the Principal Office of the Trustee or at such additional offices as the Trustee may select and designate for that purpose, a suitable notation as to such action shall be made on such Bonds or Parity Bonds at the District's expense. If the District shall so determine, new Bonds or Parity Bonds so modified as, in the opinion of the District, shall be necessary to conform to such action shall be prepared and executed, and in that case upon demand of the Owner of any Outstanding Bond or Parity Bond at such effective date such new Bonds or Parity Bonds shall be exchanged, at the sole cost of the District, at the Principal Office of the Trustee or at such additional offices as the Trustee may select and designate for that purpose, without cost to each Owner of Outstanding Bonds or Parity Bonds, upon surrender of such Outstanding Bonds or Parity Bonds.

The Trustee shall have the right to require such opinions of counsel as it deems necessary concerning: (i) the lack of material adverse effect of the amendment on Owners; and (ii) the fact that the amendment will not affect the tax status of interest with respect to the Bonds. In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall receive, and shall be fully protected in relying upon, a Certificate of an Authorized Representative and an opinion of counsel to the District stating that the execution of such Supplemental Indenture is authorized or permitted by this Indenture and that such Supplemental Indenture is the legal, valid and binding obligation of the District, enforceable against the District in accordance with its terms. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

## **ARTICLE VII**

### **TRUSTEE**

**Section 7.1. Trustee.** Wilmington Trust, National Association, shall be the Trustee for the Bonds and any Parity Bonds unless and until another Trustee is appointed by the District hereunder. The Trustee represents that it has a combined capital (exclusive of borrowed capital) and surplus of at least \$100,000,000. The District may, at any time, appoint a successor Trustee satisfying the requirements of Section 7.2 below for the purpose of receiving all money which the District is required to deposit with the Trustee hereunder and to allocate, use and apply the same as provided in this Indenture.

The Trustee is hereby authorized to and shall mail by first class mail, postage prepaid, or wire transfer in accordance with Section 2.5 above, interest payments to the Bondowners, to select Bonds and Parity Bonds that are not held in the name of the Nominee for redemption, and to maintain the Bond Register. The Trustee is hereby authorized to pay the principal of and premium, if any, on the Bonds and Parity Bonds when the same are duly presented to it for payment at maturity or on call and redemption, to provide for the registration of transfer and exchange of Bonds and Parity Bonds

presented to it for such purposes, to provide for the cancellation of Bonds and Parity Bonds all as provided in this Indenture, and to provide for the authentication of Bonds and Parity Bonds, and shall perform all other duties assigned to or imposed on it as provided in this Indenture. The Trustee shall keep accurate records of all funds administered by it and all Bonds and Parity Bonds paid, discharged and cancelled by it.

The Trustee is hereby authorized to redeem the Bonds and Parity Bonds when duly presented for payment at maturity, or on redemption prior to maturity. The Trustee shall cancel all Bonds and Parity Bonds upon payment thereof in accordance with the provisions of Section 10.1 hereof.

The District shall indemnify and save the Trustee, its officers, directors, employees and agents (collectively, the "Trustee Indemnified Parties"), harmless against costs, claims, expenses and liabilities of any character or nature, including, without limitation, the fees and expenses of its attorneys, not arising from its own negligence or willful misconduct, which any of the Trustee Indemnified Parties may incur in the exercise and performance of its powers and duties hereunder. The foregoing obligation of the District to indemnify the Trustee Indemnified Parties shall survive the removal or resignation of the Trustee, the discharge of the Bonds or termination of this Indenture. Upon an Event of Default, and only upon an Event of Default, the Trustee shall have a first lien with right of payment prior to payment on account of principal of and premium, if any, and interest on any Bond, upon the trust estate for the foregoing fees, charges and expenses incurred by it. The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of the District pursuant to the provisions of this indenture, unless such party shall have offered to the Trustee security or indemnity (satisfactory to the Trustee in its sole and absolute discretion) against the costs, expenses and liabilities which may be incurred by it in compliance with such request or direction.

The Trustee shall receive reasonable compensation for its services hereunder and the Trustee shall be entitled to be reimbursed by the District for its other reasonable expenses hereunder, including the reasonable compensation, expenses and disbursements of such agents, representatives, experts and counsel as the Trustee may employ in connection with the exercise and performance of its rights and its duties hereunder. All such fees and reimbursements shall be paid solely from amounts held in the Administrative Expense Fund, unless otherwise directed.

Except during the continuance of an Event of Default, the Trustee undertakes to perform only such duties as are specifically and expressly set forth in this Indenture. These duties shall be deemed purely ministerial in nature, and the Trustee shall not be liable except for the performance of such duties, and no implied covenants, duties or obligations shall be read into this Indenture against the Trustee. If an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would use or exercise in the circumstances in the conduct of such prudent person's own affairs.

**Section 7.2. Removal of Trustee.** The District may at any time at its sole discretion remove the Trustee initially appointed, and any successor thereto, by delivering to the Trustee a written notice of its decision to remove the Trustee and may appoint a successor or successors thereto; provided that any such successor shall be a bank or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least \$100,000,000, and subject to supervision or examination by federal or state authority. Any removal shall become effective only upon acceptance of appointment by the successor Trustee. If any bank or trust company appointed as a successor

publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. Any removal of the Trustee and appointment of a successor Trustee shall become effective only upon acceptance of appointment by the successor Trustee and notice being sent by the successor Trustee to the Bondowners of the successor Trustee's identity and address.

**Section 7.3. Resignation of Trustee.** The Trustee may at any time resign and be discharged from its duties and obligations hereunder by giving written notice to the District and by giving to the Owners notice of such resignation, which notice shall be mailed to the Owners at their addresses appearing in the registration books in the office of the Trustee. Upon receiving such notice of resignation, the District shall promptly appoint a successor Trustee satisfying the criteria in Section 7.2 above by an instrument in writing. Any resignation or removal of the Trustee and appointment of a successor Trustee shall become effective only upon acceptance of appointment by the successor Trustee. In the event the District shall for any reason whatsoever fail to appoint a successor Trustee within thirty (30) calendar days following the receipt of notice by the District, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor Trustee meeting the requirements of Section 7.2 hereof. Any such successor Trustee appointed by such court shall become the successor Trustee hereunder notwithstanding any action by the District purporting to appoint a successor Trustee following the expiration of such 90-day period.

**Section 7.4. Liability of Trustee.** The recitals of fact and all promises, covenants and agreements contained herein and in the Bonds and any Parity Bonds shall be taken as statements, promises, covenants and agreements of the District, and the Trustee assumes no responsibility for the correctness of the same and makes no representations as to the validity or sufficiency of this Indenture, the Bonds or any Parity Bonds, and shall incur no responsibility in respect thereof, other than in connection with its duties or obligations specifically set forth herein, in the Bonds and any Parity Bonds, or in the certificate of authentication assigned to or imposed upon the Trustee. The Trustee shall be under no responsibility or duty with respect to the issuance of the Bonds or any Parity Bonds for value. The Trustee shall not be liable in connection with the performance of its duties hereunder, or for any action taken, or errors in judgment made, in good faith by it or any of its officers, employees or agents, except for its own negligence or willful misconduct. The permissive rights of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and, with respect to such permissive rights, the Trustee shall not be answerable for other than its negligence or willful misconduct. In no event shall the Trustee be responsible or liable for special, indirect, punitive, incidental or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents or receivers and shall not be answerable for the conduct of the same if appointed with due care hereunder. The Trustee shall not be accountable for the use or application by the District of any of the Bonds or the proceeds thereof or for the use or application of any money paid over by the Trustee in accordance with the provisions of this Indenture or for the use and application of money received by any paying agent. The Trustee shall be protected in acting upon any notice, resolution, request, consent, order, judgment, decree, certificate, report, Bond, Parity Bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties, not only as to due execution, validity and effectiveness, but also as to



the truth and accuracy of any information contained therein. The Trustee shall be entitled to rely on and shall not be liable for any action taken or omitted to be taken by the Trustee in accordance with the advice of counsel or other professionals retained or consulted by the Trustee. The Trustee may consult with counsel, who may be counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered hereunder in good faith and in accordance therewith.

The Trustee shall not be bound to recognize any person as the Owner of a Bond or Parity Bond unless and until such Bond or Parity Bond is submitted for inspection, if required, and his or her title thereto satisfactorily established, if disputed.

Whenever in the administration of its duties under this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a written certificate of the District, and such certificate shall be full warrant to the Trustee for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Neither the Trustee nor any of its directors, officers, employees, agents or affiliates shall be responsible for nor have any duty to monitor the performance or any action of the District or any of their directors, members, officers, agents, affiliates or employee, nor shall it have any liability in connection with the malfeasance or nonfeasance by such party. The Trustee may assume performance by all such Persons of their respective obligations. The Trustee shall have no enforcement or notification obligations relating to breaches of representations or warranties of any other Person.

The Trustee shall have no duty or obligation whatsoever to enforce the collection of Special Taxes or other funds to be deposited with it hereunder, or as to the correctness of any amounts received, but its liability shall be limited to the proper accounting for such funds as it shall actually receive. No provision in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of its rights or powers.

The Trustee shall not be deemed to have knowledge of any default or Event of Default until an officer at the Trustee's Principal Office of the Trustee responsible for the administration of its duties hereunder shall have actual knowledge thereof or the Trustee shall have received written notice thereof at the Principal Office of the Trustee.

The Trustee shall be under no responsibility or duty with respect to (i) the issuance of the Bonds for value, (ii) the application of the proceeds thereof except to the extent that such proceeds are received by it in its capacity as Trustee, or (iii) the application of any moneys paid to the District or others in accordance with this Indenture except as to the application of any moneys paid to it in its capacity as Trustee. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. The Trustee shall not be liable for any action taken or omitted by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Indenture. The Trustee and its officers and employees may become the Owner of Bonds with the same rights it would have if it were not

Trustee, and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bond Owners, whether or not such committee shall represent the Owners of a majority in aggregate principal amount of the Bonds then Outstanding.

The Trustee shall not be liable for any error of judgment made in good faith by a responsible officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts.

The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in accordance with the direction of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture.

The Trustee shall not be considered in breach of or in default in its obligations hereunder and will not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder, or progress in respect thereto in the event of enforced delay (“unavoidable delay”) in the performance of such obligations due to unforeseeable causes beyond its control, including, but not limited to, natural catastrophes, epidemics, quarantine restrictions, civil or military disturbances, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes, any act of God or war, terrorism or the unavailability of the Federal Reserve Bank or other wire or communication facility, or any similar event and/or occurrences beyond the control of the Trustee; provided, that in the event of any such unavoidable delay, the Trustee shall notify the District in writing within five (5) Business Days after (i) the occurrence of the event giving rise to such unavoidable delay, (ii) the Trustee’s actual knowledge of the impending unavoidable delay, or (iii) the Trustee’s knowledge of sufficient facts under which a reasonable person would conclude the unavoidable delay will occur.

**Section 7.5. Electronic Instructions.** The Trustee shall be entitled to request and receive written direction hereunder and shall have no responsibility or liability for accepting, acting upon, not acting any such direction, or for any losses or damages of any nature that may arise from any action taken or not taken by the Trustee in accordance with such written direction, including, without limitation, funds transfer instructions (“Instructions”) given pursuant to this Indenture and delivered using Electronic Means (“Electronic Means” means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the District shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions (“Authorized Officers”) and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the District, whenever a person is to be added or deleted from the listing. If the District elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee’s understanding of such Instructions shall be deemed controlling. The District understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The District shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the District and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes,

passwords and/or authentication keys upon receipt by the District. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The District agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the District; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

**Section 7.6. Merger or Consolidation.** Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, shall be the successor to the Trustee without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding; provided, however, such successor shall provide the District with a notice of merger or conversion as soon as practicable.

## **ARTICLE VIII**

### **EVENTS OF DEFAULT; REMEDIES**

**Section 8.1. Events of Default.** Any one or more of the following events shall constitute an "Event of Default":

(a) default in the due and punctual payment of the principal of or redemption premium, if any, on any Bond or Parity Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by declaration or otherwise;

(b) default in the due and punctual payment of the interest on any Bond or Parity Bond when and as the same shall become due and payable; or

(c) except as described in subsections (a) or (b), default by the District in the observance of any of the agreements, conditions or covenants on its part contained in this Indenture, the Bonds or any Parity Bonds, which default continues for a period of 30 days after the District has been given notice in writing of such default by the Trustee or the Owners of twenty-five percent (25%) in aggregate principal amount of the Outstanding Bonds and Parity Bonds.

The Trustee agrees to give notice to the Owners as soon as practicable upon the occurrence of an Event of Default under subsections (a) or (b) above and within 10 days of the Trustee's actual knowledge of an Event of Default under subsection (c) above.

**Section 8.2. Remedies of Owners.** Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Outstanding Bonds and Parity Bonds, and to enforce any rights of the Trustee under or with respect to this Indenture, including:

(a) by mandamus or other suit or proceeding at law or in equity to enforce his or her rights against the District and any of the members, officers and employees of the District, and to compel the District or any such members, officers or employees to perform and carry out their duties under the Act and their agreements with the Owners as provided in this Indenture;

(b) by suit in equity to enjoin any actions or things which are unlawful or violate the rights of the Owners; or

(c) by a suit in equity to require the District and its members, officers and employees to account as the trustee of an express trust.

If an Event of Default shall have occurred and be continuing and if requested and directed so to do by the Owners of at least twenty-five percent (25%) in aggregate principal amount of Outstanding Bonds and Parity Bonds and if indemnified to its satisfaction, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article VIII, as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Owners of the Bonds and Parity Bonds. In the event the Trustee receives inconsistent or conflicting requests and indemnity from two or more groups of Owners of the Bonds or Parity Bonds, each representing less than a majority in aggregate principal amount of the Bonds or Parity Bonds outstanding, the Trustee, in its sole discretion, may, and shall be fully indemnified for refraining from acting in the absence of such written direction, determine what action, if any shall be taken and the Trustee may, in its sole discretion, take other actions.

No remedy herein conferred upon or reserved to the Owners is intended to be exclusive of any other remedy. Every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise, and may be exercised without exhausting and without regard to any other remedy conferred by the Act or any other law.

**Section 8.3. Application of Revenues and Other Funds After Default.** All amounts received by the Trustee pursuant to any right given or action taken by the Trustee under the provisions of this Indenture relating to the Bonds and Parity Bonds shall be applied by the Trustee in the following order upon presentation of the several Bonds and Parity Bonds:

First, to the payment of the fees, costs and expenses of the Trustee in declaring such Event of Default and in carrying out the provisions of this Article VIII, including reasonable compensation to its agents, attorneys and counsel, and to the payment of all other outstanding fees and expenses of the Trustee; and

Second, to the payment of the whole amount of interest on and principal of the Bonds and Parity Bonds then due and unpaid, with interest on overdue installments of principal and interest to the extent permitted by law at the net effective rate of interest then borne by the Outstanding Bonds and Parity Bonds; provided, however, that in the event that such amounts shall be insufficient to pay

the full amount of such interest and principal, then such amounts shall be applied in the following order of priority:

(a) first to the payment of all installments of interest on the Bonds and Parity Bonds then due and unpaid on a pro rata basis based on the total amount then due and owing;

(b) second, to the payment of all installments of principal, including Sinking Fund Payments, of the Bonds and Parity Bonds then due and unpaid on a pro rata basis based on the total amount then due and owing; and

(c) third, to the payment of interest on overdue installments of principal and interest on the Bonds and Parity Bonds on a pro rata basis based on the total amount then due and owing.

**Section 8.4. Power of Trustee to Control Proceedings.** In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its obligations hereunder, whether upon its own discretion or upon the request of the Owners of twenty-five percent (25%) in aggregate principal amount of the Bonds and Parity Bonds then Outstanding, it shall have full power, in the exercise of its discretion for the best interests of the Owners of the Bonds and Parity Bonds, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee shall not, unless there no longer continues an Event of Default, discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if at the time there has been filed with it a written request signed by the Owners of a majority in aggregate principal amount of the Outstanding Bonds and Parity Bonds hereunder opposing such discontinuance, withdrawal, compromise, settlement or other such litigation. Any suit, action or proceeding which any Owner of Bonds or Parity Bonds shall have the right to bring to enforce any right or remedy hereunder may be brought by the Trustee for the equal benefit and protection of all Owners of Bonds and Parity Bonds similarly situated and the Trustee is hereby appointed (and the successive respective Owners of the Bonds and Parity Bonds issued hereunder, by taking and holding the same, shall be conclusively deemed so to have appointed it) the true and lawful attorney in fact of the respective Owners of the Bonds and Parity Bonds for the purposes of bringing any such suit, action or proceeding and to do and perform any and all acts and things for and on behalf of the respective Owners of the Bonds and Parity Bonds as a class or classes, as may be necessary or advisable in the opinion of the Trustee as such attorney-in-fact.

**Section 8.5. Appointment of Receivers.** Upon the occurrence of an Event of Default hereunder, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights and of the Owners of the Bonds and Parity Bonds under this Indenture, the Trustee shall be entitled, as a matter of right to which the District expressly agrees, to the appointment of a receiver or receivers of the Net Taxes and other amounts pledged hereunder, pending such proceedings, with such powers as the court making such appointment shall confer.

**Section 8.6. Non-Waiver.** Nothing in this Article VIII or in any other provision of this Indenture, or in the Bonds or the Parity Bonds, shall affect or impair the obligation of the District, which is absolute and unconditional, to pay the interest on and principal of the Bonds and Parity Bonds to the respective Owners of the Bonds and Parity Bonds at the respective dates of maturity, as herein provided, or to pay the Trustee its fees and expenses as provided in Section 8.3 hereof, out of the Net Taxes and other moneys herein pledged for such payment.

A waiver of any default or breach of duty or contract by the Trustee or any Owners shall not affect any subsequent default or breach of duty or contract, or impair any rights or remedies on any such subsequent default or breach. No delay or omission of the Trustee or any Owner of any of the Bonds or Parity Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy conferred upon the Trustee or the Owners by the Act or by this Article VIII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Trustee or the Owners, as the case may be.

**Section 8.7. Limitations on Rights and Remedies of Owners.** No Owner of any Bond or Parity Bond issued hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Indenture, unless: (a) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default; (b) the Owners of a majority in aggregate principal amount of all the Bonds and Parity Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (c) said Owners shall have tendered to the Trustee indemnity and security acceptable to the Trustee against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity and security shall have been made to, the Trustee.

Such notification, request, tender of indemnity and security and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Bonds and Parity Bonds of any remedy hereunder; it being understood and intended that no one or more Owners of Bonds and Parity Bonds shall have any right in any manner whatever by his or her or their action to enforce any right under this Indenture, except in the manner herein provided, and that all proceedings at law or in equity to enforce any provision of this Indenture shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Bonds and Parity Bonds.

The right of any Owner of any Bond and Parity Bond to receive payment of the principal of and interest and premium (if any) on such Bond and Parity Bond as herein provided or to institute suit for the enforcement of any such payment, shall not be impaired or affected without the written consent of such Owner, notwithstanding the foregoing provisions of this Section or any other provision of this Indenture.

**Section 8.8. Termination of Proceedings.** In case any Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case, the District, the Trustee and the Owners shall be restored to their former positions and rights hereunder, respectively, with regard to the property subject to this Indenture, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

## ARTICLE IX

### DEFEASANCE AND PARITY BONDS

**Section 9.1. Defeasance.** If the District shall pay or cause to be paid, or there shall otherwise be paid, to the Owner of an Outstanding Bond or Parity Bond the interest due thereon and the principal thereof, at the times and in the manner stipulated in this Indenture or any Supplemental Indenture, then the Owner of such Bond or Parity Bond shall cease to be entitled to the pledge of Net Taxes, and, other than as set forth below, all covenants, agreements and other obligations of the District to the Owner of such Bond or Parity Bond under this Indenture or any Supplemental Indenture relating to such Parity Bond shall thereupon cease, terminate and become void and be discharged and satisfied. In the event of a defeasance of all Outstanding Bonds and Parity Bonds pursuant to this Section, the Trustee shall execute and deliver to the District all such instruments as may be desirable to evidence such discharge and satisfaction, and the Trustee shall pay over or deliver to the District all money or securities held by it pursuant to this Indenture which are not required for the payment of the principal of, premium, if any, and interest due on such Bonds and Parity Bonds.

Any Outstanding Bond or Parity Bond shall be deemed to have been paid within the meaning expressed in the first paragraph of this Section if such Bond or Parity Bond is paid in any one or more of the following ways:

(a) by paying or causing to be paid the principal of, premium, if any, and interest on such Bond or Parity Bond, as and when the same become due and payable;

(b) by depositing with the Trustee, in trust, at or before maturity, cash which, together with the amounts then on deposit in the Special Tax Fund (exclusive of the Administrative Expense Account) and available for such purpose, is fully sufficient to pay the principal of, premium, if any, and interest on such Bond or Parity Bond, as and when the same shall become due and payable; or

(c) by depositing with the Trustee or another escrow bank appointed by the District, in trust, federal securities described in subparagraph (1) of the definition of Authorized Investments, in which the District may lawfully invest its money, in such amount as will be sufficient, together with the interest to accrue thereon and moneys then on deposit in the Special Tax Fund (exclusive of the Administrative Expense Account) and available for such purpose, together with the interest to accrue thereon, to pay and discharge the principal of, premium, if any, and interest on such Bond or Parity Bond, as and when the same shall become due and payable.

If paid as provided above, then, at the election of the District, and notwithstanding that any Outstanding Bonds and Parity Bonds shall not have been surrendered for payment, all obligations of the District under this Indenture and any Supplemental Indenture with respect to such Bond or Parity Bond shall cease and terminate, except for the obligation of the Trustee to pay or cause to be paid to the Owners of any such Bond or Parity Bond not so surrendered and paid all sums due thereon, and except for the covenants of the District contained in Section 5.2(f) or any covenants in a Supplemental Indenture relating to compliance with the Code. Notice of such election shall be filed with the Trustee not less than ten days prior to the proposed defeasance date, or such shorter period of time as may be acceptable to the Trustee. In connection with a defeasance under (c) above, there shall be provided to the District a verification report from an independent nationally recognized certified public accountant stating its opinion as to the sufficiency of the moneys or securities

deposited with the Trustee or the escrow bank to pay and discharge the principal of, premium, if any, and interest on all Outstanding Bonds and Parity Bonds to be defeased in accordance with this Section, as and when the same shall become due and payable, and an opinion of Bond Counsel (which may rely upon the opinion of the certified public accountant) to the effect that the Bonds or Parity Bonds being defeased have been legally defeased in accordance with this Indenture and any applicable Supplemental Indenture.

Upon a defeasance, the Trustee, upon request of the District, shall release the rights of the Owners of such Bonds and Parity Bonds which have been defeased under this Indenture and any Supplemental Indenture and execute and deliver to the District all such instruments as may be desirable to evidence such release, discharge and satisfaction. In the case of a defeasance hereunder of all Outstanding Bonds and Parity Bonds, the Trustee shall pay over or deliver to the District any funds held by the Trustee at the time of a defeasance, which are not required for the purpose of paying and discharging the principal of or interest on the Bonds and Parity Bonds when due. The Trustee shall, at the written direction and sole expense of the District, mail, first class, postage prepaid, a notice to the Owners whose Bonds or Parity Bonds have been defeased, in the form directed by the District, stating that the defeasance has occurred.

**Section 9.2. Conditions for the Issuance of Parity Bonds and Other Additional Indebtedness.** The District may at any time after the issuance and delivery of the Bonds hereunder issue Parity Bonds payable from the Net Taxes and other amounts deposited in the Special Tax Fund (other than in the Administrative Expense Account therein) and secured by a lien and charge upon such amounts equal to the lien and charge securing the Outstanding Bonds and any other Parity Bonds theretofore issued hereunder or under any Supplemental Indenture; provided, however, Parity Bonds may only be issued for the purpose of refunding all or a portion of the Bonds or any Parity Bonds then Outstanding, or in a principal amount not to exceed \$\_\_\_\_\_ for other purposes of the District. Parity Bonds may be issued subject to the following additional specific conditions, which are hereby made conditions precedent to the issuance of any such Parity Bonds:

(a) The District shall be in compliance with all covenants set forth in this Indenture and any Supplemental Indenture then in effect and a certificate of the District to that effect shall have been filed with the Trustee; provided, however, that Parity Bonds may be issued notwithstanding that the District is not in compliance with all such covenants so long as immediately following the issuance of such Parity Bonds the District will be in compliance with all such covenants.

(b) The issuance of such Parity Bonds shall have been duly authorized pursuant to the Act and all applicable laws, and the issuance of such Parity Bonds shall have been provided for by a Supplemental Indenture duly authorized, executed and delivered by the District which shall specify the following:

(1) the purpose for which such Parity Bonds are to be issued and the fund or funds into which the proceeds thereof are to be deposited;

(2) the authorized principal amount of such Parity Bonds;

(3) the date and the maturity date or dates of such Parity Bonds; provided that: (i) each maturity date shall fall on a September 1; (ii) all such Parity Bonds of like maturity shall be identical in all respects, except as to number; (iii) fixed serial maturities or Sinking Fund Payments, or any combination thereof, shall be established to provide for the retirement of all such Parity Bonds



on or before their respective maturity dates; and (iv) if issued for the purpose of refunding Bonds and/or Parity Bonds, the maturity of the Parity Bonds to be issued shall not exceed the maturity of the Bonds and Parity being refunded;

(4) the description of the Parity Bonds, the place of payment thereof and the procedure for execution and authentication;

(5) the denominations and method of numbering of such Parity Bonds;

(6) the amount and due date of each mandatory Sinking Fund Payment, if any, for such Parity Bonds;

(7) the amount, if any, to be deposited from the proceeds of such Parity Bonds in the Subaccount of the Reserve Account established for such Parity Bonds to fund the applicable Reserve Requirement;

(8) the form of such Parity Bonds; and

(9) such other provisions as are necessary or appropriate and not inconsistent with this Indenture.

(c) The District shall have received the following documents or money or securities, all of such documents dated or certified, as the case may be, as of the date of delivery of such Parity Bonds by the Trustee (unless the Trustee shall be directed by the District to accept any of such documents bearing a prior date):

(1) a certified resolution of the City Council, acting as the legislative body of the District, authorizing the issuance of such Parity Bonds;

(2) a written request of the District as to the delivery of such Parity Bonds;

(3) an opinion of Bond Counsel and/or general counsel to the District to the effect that: (i) the District has the right and power under the Act to execute and deliver the Supplemental Indenture relating to such Parity Bonds, and such Supplemental Indenture has been duly and lawfully executed by the District, and this Indenture and such Supplemental Indenture are in full force and effect and are valid and binding upon the District and enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights); (ii) this Indenture creates the valid pledge which it purports to create of the Net Taxes and other amounts as provided in this Indenture, subject to the application thereof to the purposes and on the conditions permitted by this Indenture; and (iii) such Parity Bonds are valid and binding limited obligations of the District, enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights) and the terms of this Indenture and the Supplemental Indenture executed and delivered in connection with such Parity Bonds and are entitled to the benefits of this Indenture and such Supplemental Indenture, and such Parity Bonds have been duly and validly authorized and issued in accordance with the Act (or other applicable laws) and this Indenture and such Supplemental Indenture;

(4) a certificate of the District containing such statements as may be reasonably necessary to show compliance with the requirements of this Indenture;

(5) where the Parity Bonds are issued to refund the Bonds or other Parity Bonds, a certificate of an Independent Financial Consultant certifying that in each Bond Year the Annual Debt Service on the Bonds and Parity Bonds to remain Outstanding following the issuance of the Parity Bonds proposed to be issued is less than the Annual Debt Service on the Bonds and Parity Bonds Outstanding prior to the issuance of such Parity Bonds;

(6) where the Parity Bonds are being issued other than to refund the Bonds or other Parity Bonds, a certificate of the Special Tax Administrator certifying that (i) the maximum Special Taxes (based on development status of the Taxable Property at the time of issuance of such Parity Bonds) that may be levied in each Fiscal Year, less the Administrative Expenses Cap, is not less than 110% of the Annual Debt Service in the Bond Year that begins in such Fiscal Year; and (ii) the Value of District Property is not less than four (4) times the sum of Direct Debt for District Property plus Overlapping Debt allocable to all property in the District subject to the Special Tax. For purposes of the foregoing certificate of the Special Tax Administrator, all calculations shall consider the Parity Bonds proposed to be issued to be Outstanding; and

(7) such further documents, money and securities as are required by the provisions of this Indenture and the Supplemental Indenture providing for the issuance of such Parity Bonds.

## ARTICLE X

### MISCELLANEOUS

**Section 10.1. Cancellation of Bonds and Parity Bonds.** All Bonds and Parity Bonds surrendered to the Trustee for payment upon maturity or for redemption shall be upon payment therefor, and any Bond or Parity Bond purchased by the District as authorized herein and delivered to the Trustee for such purpose shall be, cancelled forthwith and shall not be reissued. The Trustee shall dispose of such Bonds and Parity Bonds in accordance with its then-customary procedures, as provided by law, and, upon request of the District, furnish to the District a certificate of such destruction.

**Section 10.2. Execution of Documents and Proof of Ownership.** Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by this Indenture to be signed or executed by Owners may be in any number of concurrent instruments of similar tenor and may be signed or executed by such Owners in person or by their attorneys appointed by an instrument in writing for that purpose, or by the bank, trust company or other depository for such Bonds, and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee and, where it is hereby expressly required, to the District. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, and of the ownership of Bonds or Parity Bonds shall be sufficient for the purposes of this Indenture (except as otherwise herein provided), if made in the following manner:

(a) The fact and date of the execution by any Owner or his or her attorney of any such instrument, and of any instrument appointing any such attorney, may be proved by a signature guarantee of any bank or trust company located within the United States of America. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such signature guarantee shall also

constitute sufficient proof of his or her authority. The fact and date of the execution of any such instrument or writing, or the authority of the Person executing the same, may also be proved in any other manner which the Trustee deems sufficient.

(b) As to any Bond or Parity Bond, the person in whose name the same shall be registered in the Bond Register shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Bond or Parity Bond, and the interest thereon, shall be made only to or upon the order of the registered Owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond or Parity Bond and the interest thereon to the extent of the sum or sums to be paid. Neither the District nor the Trustee shall be affected by any notice to the contrary.

Nothing contained in this Indenture shall be construed as limiting the Trustee or the District to such proof, it being intended that the Trustee or the District may accept any other evidence of the matters herein stated which the Trustee or the District may deem sufficient. Any request or consent of the Owner of any Bond or Parity Bond shall bind every future Owner of the same Bond or Parity Bond in respect of anything done or suffered to be done by the Trustee or the District in pursuance of such request or consent.

**Section 10.3. Unclaimed Moneys.** Anything in this Indenture to the contrary notwithstanding, any money held by the Trustee in trust for the payment and discharge of any of the Outstanding Bonds and Parity Bonds which remain unclaimed for two years after the date when such Outstanding Bonds or Parity Bonds have become due and payable, if such money was held by the Trustee at such date, or for two years after the date of deposit of such money if deposited with the Trustee after the date when such Outstanding Bonds or Parity Bonds become due and payable, shall be repaid by the Trustee to the District, as its absolute property and free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Owners shall look only to the District for the payment of such Outstanding Bonds or Parity Bonds; provided, however, that, before being required to make any such payment to the District, the Trustee, at the sole expense of the District, shall cause to be mailed by first-class mail, postage prepaid, to the registered Owners of such Outstanding Bonds or Parity Bonds at their addresses as they appear on the registration books of the Trustee a notice that said money remains unclaimed and that, after a date named in said notice, which date shall not be less than 30 days after the date of the mailing of such notice, the balance of such money then unclaimed will be returned to the District.

**Section 10.4. Provisions Constitute Contract; Governing Law; Venue.** The provisions of this Indenture shall constitute a contract between the District and the Owners and the provisions hereof shall be governed by and construed in accordance with the laws of the State of California. The parties hereby (i) irrevocably submit to the exclusive jurisdiction of any federal or state court sitting in the State of California, (ii) waive any objection to laying of venue in any such action or proceeding in such courts, and (iii) waive any objection that such courts are in inconvenient forum or do not have jurisdiction over any party.

In case any suit, action or proceeding to enforce any right or exercise any remedy shall be brought or taken and, should said suit, action or proceeding be abandoned, or be determined adversely to the Owners or the Trustee, then the District, the Trustee and the Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

After the issuance and delivery of the Bonds, this Indenture shall be irrevocable, but shall be subject to modifications to the extent and in the manner provided in this Indenture, but to no greater extent and in no other manner.

**Section 10.5. Future Contracts.** Nothing herein contained shall be deemed to restrict or prohibit the District from making contracts or creating bonded or other indebtedness payable from a pledge of the Net Taxes which is subordinate to the pledge hereunder, or which is payable from the general fund of the District or from taxes or any source other than the Net Taxes and other amounts pledged hereunder.

**Section 10.6. Further Assurances.** The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture, and for the better assuring and confirming unto the Owners of the Bonds or any Parity Bonds the rights and benefits provided in this Indenture.

**Section 10.7. Entire Agreement; Severability.** This Indenture and the exhibits hereto set forth the entire agreement and understanding of the parties related to this transaction and supersedes all prior agreements and understandings, oral or written. If any covenant, agreement or provision, or any portion thereof, contained in this Indenture, or the application thereof to any person or circumstance, is held to be unconstitutional, invalid or unenforceable, the remainder of this Indenture and the application of any such covenant, agreement or provision, or portion thereof, to other persons or circumstances, shall be deemed severable and shall not be affected thereby, and this Indenture, the Bonds and any Parity Bonds issued pursuant hereto shall remain valid and the Owners shall retain all valid rights and benefits accorded to them under the laws of the State of California.

**Section 10.8. Notices.** Any notices required to be given to the District with respect to the Bonds or this Indenture shall be mailed, first class, postage prepaid, or personally delivered to the City Manager of the City of Beaumont at 55 East Sixth Street, Beaumont, California 92223, and all notices to the Trustee in its capacity as Trustee shall be mailed, first class, postage prepaid, personally delivered or sent via facsimile or electronic (email) transmission (with a portable document format or similar attachment) to the Trustee, Wilmington Trust, National Association, 650 Town Center Drive, Suite 800, Costa Mesa, California 92626, Attention: Corporate Trust Services.

**Section 10.9. Execution in Counterparts.** This Indenture may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement. The exchange of copies of this Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Indenture as to the parties hereto and may be used in lieu of the original Indenture and signature pages for all purposes.

**Section 10.10. U.S.A. Patriot Act.** The parties hereto acknowledge that in accordance with Section 326 of the U.S.A. Patriot Act, the Trustee, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Trustee. The parties to this Indenture agree that they will provide the Trustee with such information as it may request in order for the Trustee to satisfy the requirements of the U.S.A. Patriot Act.

IN WITNESS WHEREOF, CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 2016-3 (Sundance) has caused this Indenture to be signed by an Authorized Representative of the District and Wilmington Trust, National Association in token of its acceptance of the trust created hereunder, has caused this Indenture to be signed in its corporate name by its officers identified below, all as of the day and year first above written.

COMMUNITY FACILITIES DISTRICT NO. 2016-3  
(SUNDANCE) OF THE CITY OF BEAUMONT

By: \_\_\_\_\_  
Mayor of the City of Beaumont, acting as the  
legislative body of City of Beaumont  
Community Facilities District No. 2016-3  
(Sundance)

ATTEST:

\_\_\_\_\_  
City Clerk of the City of Beaumont, acting  
as the legislative body of City of  
Beaumont Community Facilities District  
No. 2016-3 (Sundance)

WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Trustee

By: \_\_\_\_\_  
Authorized Signatory

**EXHIBIT A**

**FORM OF SPECIAL TAX BOND**

*UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO THE DISTRICT OR TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.*

R-\_\_\_\_\_

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**UNITED STATES OF AMERICA  
STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE**

**CITY OF BEAUMONT  
COMMUNITY FACILITIES DISTRICT NO. 2016-3 (SUNDANCE)  
2023 SPECIAL TAX BONDS**

**INTEREST RATE:    MATURITY DATE:    DATED DATE:    CUSIP:**  
\_\_\_\_\_ %            September 1, 20\_\_            April \_\_, 2023            \_\_\_\_\_

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 2016-3 (SUNDANCE) (the “District”) which was formed by the City of Beaumont (the “City”) and is situated in the County of Riverside, State of California, FOR VALUE RECEIVED, hereby promises to pay, solely from certain amounts held under the Indenture (as hereinafter defined), to the Owner named above, or registered assigns, on the Maturity Date set forth above, unless redeemed prior thereto as hereinafter provided, the Principal Amount set forth above, and to pay interest on such Principal Amount from the Interest Payment Date (as hereinafter defined) next preceding the date of authentication hereof, unless: (i) the date of authentication is an Interest Payment Date, in which event interest shall be payable from such date of authentication; (ii) the date of authentication is after a Record Date (as hereinafter defined) but prior to the immediately succeeding Interest Payment Date, in which event interest shall be payable from the Interest Payment Date immediately succeeding the date of authentication; or (iii) the date of authentication is prior to the close of business on the first Record Date, in which event interest shall be payable from the Dated Date set

forth above. Notwithstanding the foregoing, if at the time of authentication of this Bond interest is in default, interest on this Bond shall be payable from the last Interest Payment Date to which the interest has been paid or made available for payment or, if no interest has been paid or made available for payment, interest on this Bond shall be payable from the Dated Date set forth above. Interest will be paid semiannually on September 1, 2023 and each March 1 and September 1 thereafter (each an “Interest Payment Date”), at the Interest Rate set forth above, until the Principal Amount hereof is paid or made available for payment.

The principal of and premium, if any, on this Bond are payable to the Owner hereof in lawful money of the United States of America upon presentation and surrender of this Bond at the Principal Office of the Trustee (as such term is defined in the Indenture), initially Wilmington Trust, National Association, (the “Trustee”). Interest on this Bond shall be paid by check of the Trustee mailed, by first class mail, postage prepaid, or in certain circumstances described in the Indenture by wire transfer to an account within the United States of America, to the Owner hereof as of the close of business on the fifteenth day of the month preceding the month in which the Interest Payment Date occurs (the “Record Date”) at such Owner’s address as it appears on the registration books maintained by the Trustee.

This Bond is one of a duly authorized issue of “City of Beaumont Community Facilities District No. 2016-3 (Sundance) 2023 Special Tax Bonds” (the “Bonds”) issued in the aggregate principal amount of \$\_\_\_\_\_ pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being Section 53311 *et seq.* of the California Government Code (the “Act”) for the purpose of financing public improvements, funding a reserve subaccount account and paying certain costs related to the issuance of the Bonds. The issuance of the Bonds and the terms and conditions thereof are provided for by a resolution adopted by the City Council of the City, acting in its capacity as the legislative body of the District (the “Legislative Body”), on May 2, 2023, and a Bond Indenture executed in connection therewith dated as of May 1, 2023 (the “Indenture”), by and between the District and the Trustee, and this reference incorporates the Indenture herein, and by acceptance hereof the Owner of this Bond assents to said terms and conditions. The Indenture is adopted under and this Bond is issued under, and both are to be construed in accordance with, the laws of the State of California.

Pursuant to the Act and the Indenture, the principal of, premium, if any, and interest on this Bond are payable solely from the portion of the annual special taxes authorized under the Act to be levied and collected within the District (the “Special Taxes”) and certain other amounts pledged to the repayment of the Bonds as set forth in the Indenture. Any amounts for the payment hereof shall be limited to the Net Taxes pledged and collected or foreclosure proceeds received following a default in payment of the Special Taxes and other amounts deposited to the Special Tax Fund (other than the Administrative Expense Account therein) established under the Indenture, except to the extent that other provision for payment has been made by the Legislative Body, as may be permitted by law. The District has covenanted for the benefit of the owners of the Bonds that under certain circumstances described in the Indenture it will commence and diligently pursue to completion appropriate foreclosure proceedings in the event of delinquencies of Special Tax installments levied for payment of principal and interest on the Bonds.

Notwithstanding anything to the contrary contained in herein or in the Indenture, amounts in the 2023 Bonds Reserve Subaccount shall only secure and be available to pay the principal of, redemption premium, if any, and interest on the Bonds, and amounts in the Subaccount of the

Reserve Account established for a series of Parity Bonds shall secure only and be available to pay the principal of, redemption premium, if any, and interest on, only such series of Parity Bonds.

The Bonds may be redeemed at the option of the District from any source of funds on any Interest Payment Date on or after September 1, 20\_\_, in whole or in part, from such maturities as are selected by the District and by lot within a maturity, at the following redemption prices, expressed as a percentage of the principal amount to be redeemed, together with accrued interest to the date of redemption:

<i>Redemption Date</i>	<i>Redemption Price</i>
September 1, 20__ and March 1, 20__	%
September 1, 20__ and March 1, 20__	
September 1, 20__ and March 1, 20__	
September 1, 20__ and any Interest Payment Date thereafter	

The Bonds maturing on September 1, 20\_\_ (the “20\_\_ Term Bonds”) shall be called before maturity and redeemed, from the Sinking Fund Payments that have been deposited into the Redemption Account established under the Indenture, on September 1, 20\_\_, and on each September 1 thereafter prior to maturity, in accordance with the schedule of Sinking Fund Payments set forth below. The 20\_\_ Term Bonds so called for redemption shall be selected by the Trustee by lot and shall be redeemed at a redemption price for each redeemed 20\_\_ Term Bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, as follows:

**Term Bonds Maturing September 1, 20\_\_**

*Sinking Fund Redemption Date  
(September 1)*

*Sinking Fund Payments*

\$

\*

\_\_\_\_\_  
\* Maturity.

The Bonds maturing on September 1, 20\_\_ (the “20\_\_ Term Bonds”) shall be called before maturity and redeemed, from the Sinking Fund Payments that have been deposited into the Redemption Account established under the Indenture, on September 1, 20\_\_, and on each September 1 thereafter prior to maturity, in accordance with the schedule of Sinking Fund Payments set forth below. The 20\_\_ Term Bonds so called for redemption shall be selected by the Trustee by lot and shall be redeemed at a redemption price for each redeemed 20\_\_ Term Bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, as follows:



**Term Bonds Maturing September 1, 20\_\_**

*Sinking Fund Redemption Date*  
*(September 1)*

*Sinking Fund Payments*

\$

\*

---

\* Maturity.

The Bonds maturing on September 1, 20\_\_ (the “20\_\_ Term Bonds”) shall be called before maturity and redeemed, from the Sinking Fund Payments that have been deposited into the Redemption Account established under the Indenture, on September 1, 20\_\_, and on each September 1 thereafter prior to maturity, in accordance with the schedule of Sinking Fund Payments set forth below. The 20\_\_ Term Bonds so called for redemption shall be selected by the Trustee by lot and shall be redeemed at a redemption price for each redeemed 20\_\_ Term Bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, as follows:

**Term Bonds Maturing September 1, 20\_\_**

*Sinking Fund Redemption Date*  
*(September 1)*

*Sinking Fund Payments*

\$

\*

---

\* Maturity.

The Bonds are subject to extraordinary redemption as a whole, or in part on a pro rata basis among maturities and by lot within a maturity, on any Interest Payment Date on or after September 1, 2023, and shall be redeemed by the Trustee, from Prepayments deposited to the Redemption Account plus amounts transferred from the 2023 Bonds Reserve Subaccount in connection with such transfers, at the following redemption prices, expressed as a percentage of the principal amount to be redeemed, together with accrued interest to the redemption date:

<i>Redemption Date</i>	<i>Redemption Price</i>
Any Interest Payment Date from September 1, 2023 through March 1, 20__	__%
September 1, 20__ and March 1, 20__	
September 1, 20__ and March 1, 20__	
September 1, 20__ and any Interest Payment Date thereafter	

Notice of redemption with respect to the Bonds to be redeemed shall be mailed to the registered owners thereof not less than 30 nor more than 45 days prior to the redemption date by first class mail, postage prepaid, to the addresses set forth in the registration books; provided, however, so long as the Bonds are registered in the name of the Nominee, such notice shall be given in such manner as complies with the requirements of the Depository. Neither a failure of the Owner hereof to receive such notice nor any defect therein will affect the validity of the proceedings for redemption. All Bonds or portions thereof so called for redemption will cease to accrue interest on the specified redemption date, provided that funds for the redemption are on deposit with the Trustee on the redemption date. Thereafter, the registered owners of such Bonds shall have no rights except to receive payment of the redemption price upon the surrender of the Bonds.

This Bond shall be registered in the name of the Owner hereof, as to both principal and interest, and the District and the Trustee may treat the Owner hereof as the absolute owner for all purposes and shall not be affected by any notice to the contrary.

The Bonds are issuable only in fully registered form in the denomination of \$5,000 or any integral multiple thereof and may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations of the same issue and maturity, all as more fully set forth in the Indenture. This Bond is transferable by the Owner hereof, in person or by his or her attorney duly authorized in writing, at the Principal Office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, upon surrender and cancellation of this Bond. Upon such transfer, a new registered Bond of authorized denomination or denominations for the same aggregate principal amount of the same issue and maturity will be issued to the transferee in exchange therefor.

The Trustee shall not be required to register transfers or make exchanges of: (i) any Bonds for a period of 15 days next preceding any selection of the Bonds to be redeemed; or (ii) any Bonds chosen for redemption.

The rights and obligations of the District and of the registered owners of the Bonds may be amended at any time, and in certain cases without notice to or the consent of the registered owners, to the extent and upon the terms provided in the Indenture.

THE BONDS DO NOT CONSTITUTE GENERAL OBLIGATIONS OF THE CITY OR OF THE DISTRICT. NEITHER THE CITY NOR THE DISTRICT IS OBLIGATED TO LEVY OR PLEDGE, OR HAS LEVIED OR PLEDGED, GENERAL OR SPECIAL TAXES, OTHER THAN THE SPECIAL TAXES REFERENCED HEREIN. THE BONDS ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE FROM THE PORTION OF THE SPECIAL TAXES AND OTHER AMOUNTS PLEDGED UNDER THE INDENTURE BUT ARE NOT A DEBT OF THE CITY, THE STATE OF CALIFORNIA OR ANY OF ITS POLITICAL SUBDIVISIONS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR RESTRICTION.

This Bond shall not become valid or obligatory for any purpose until the certificate of authentication and registration hereon endorsed shall have been dated and signed by the Trustee.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the District, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

IN WITNESS WHEREOF, the District has caused this Bond to be dated the Dated Date, to be signed on behalf of the District by the Mayor of the City by his facsimile signature and attested by the facsimile signature of the City Clerk of the City.

\_\_\_\_\_  
Mayor of the City of Beaumont, acting as the  
legislative body of City of Beaumont Community  
Facilities District No. 2016-3 (Sundance)

ATTEST:

\_\_\_\_\_  
City Clerk of the City of Beaumont, acting as  
the legislative body of City of Beaumont  
Community Facilities District No. 2016-3  
(Sundance)

[FORM OF TRUSTEE'S CERTIFICATE  
OF AUTHENTICATION AND REGISTRATION]

This is one of the Bonds described in the within-defined Indenture.

Dated: May \_\_, 2023

WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Trustee

By: \_\_\_\_\_  
Authorized Signatory

[FORM OF LEGAL OPINION]

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation, in connection with the issuance of, and dated as of the date of the original delivery of, the Bonds. A signed copy is on file in my office.

---

City Clerk of the City

[FORM OF ASSIGNMENT]

For value received the undersigned do(es) hereby sell, assign and transfer unto

whose tax identification number is \_\_\_\_\_,  
the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s)

attorney to transfer the same on the books of the Trustee with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature guaranteed:

\_\_\_\_\_  
NOTE: Signature(s) must be guaranteed by an eligible guarantor institution.

NOTE: The signatures(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

**EXHIBIT B-1**

**FORM OF REQUISITION FOR DISBURSEMENT OF PROJECT COSTS**

\$ \_\_\_\_\_  
**CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 2016-3 (SUNDANCE)**  
**2023 SPECIAL TAX BONDS**

Wilmington Trust, National Association (the "Trustee"), is hereby requested to pay from the City Facilities Account of the City of Beaumont Community Facilities District No. 2016-3 (Sundance) Acquisition and Construction Fund, established by the Bond Indenture, dated as of May 1, 2023, by and between the Trustee and City of Beaumont Community Facilities District No. 2016-3 (Sundance) (the "District"), the amount specified to the payee named below for payment of the Project Costs set forth in Attachment No. 1 hereto.

Payee:  
Address:  
Purpose:  
Amount:        \$

The amount is due and payable under purchase order, contract or other authorization and has not formed the basis of any prior request for payment. The conditions for the release of this amount from the City Facilities Account, including those conditions in Section 3.9(b) of the Indenture have been satisfied.

With respect to this Requisition, the District (i) certifies that it has reviewed any wire instructions set forth in such Requisition to confirm such wire instructions are accurate, (ii) agrees to indemnify and hold harmless the Trustee from and against any and all claim, demand, loss, liability, or expense sustained, including but not limited to attorneys' fees and expenses, resulting directly or indirectly as a result of making the requested disbursement, and (iii) agrees that it will not seek recourse from the Trustee as a result of losses incurred by it for making the disbursement in accordance with this Requisition.

There has not been filed with nor served upon the District notice of any lien, right to lien or attachment upon, or stop notice or claim affecting the right to receive payment of the amount specified above which has not been released or will not be released simultaneously with the payment of such amount, other than materialmen's or mechanic's liens accruing by mere operation of law.

Dated: \_\_\_\_\_

**CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 2016-3 (SUNDANCE)**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\$ \_\_\_\_\_  
**CITY OF BEAUMONT  
COMMUNITY FACILITIES DISTRICT NO. 2016-3 (SUNDANCE)  
2023 SPECIAL TAX BONDS**

**BOND PURCHASE AGREEMENT**

\_\_\_\_\_, 2023

City of Beaumont  
Community Facilities District No. 2016-3 (Sundance)  
550 East 6<sup>th</sup> Street  
Beaumont, California 92223

Ladies and Gentlemen:

Stifel, Nicolaus & Company, Incorporated, as underwriter (the “Underwriter”), acting not as a fiduciary or agent for you, but on behalf of itself, offers to enter into this Bond Purchase Agreement (this “Purchase Agreement”) with the City of Beaumont Community Facilities District No. 2016-3 (Sundance) (the “Community Facilities District”), which upon acceptance will be binding upon the Underwriter and the Community Facilities District. The agreement of the Underwriter to purchase the Bonds (as hereinafter defined) is contingent upon the Community Facilities District satisfying all of the obligations imposed upon them under this Purchase Agreement. This offer is made subject to the Community Facilities District’s acceptance by the execution of this Purchase Agreement and its delivery to the Underwriter at or before 11:59 P.M., local time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the Community Facilities District at any time prior to the acceptance hereof by the Community Facilities District. All capitalized terms used herein, which are not otherwise defined, shall have the meaning provided for such terms in the Bond Indenture, dated as of April 1, 2023 (the “Indenture”), between the Community Facilities District and Wilmington Trust, National Association, as trustee (the “Trustee”).

1. Purchase, Sale and Delivery of the Bonds.

Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein: the Underwriter hereby agrees to purchase from the Community Facilities District and the Community Facilities District hereby agrees to sell to the Underwriter all (but not less than all) of the \$\_\_\_\_\_ aggregate principal amount of the City of Beaumont Community Facilities District No. 2016-3 (Sundance) 2023 Special Tax Bonds (the “Bonds”), dated the Closing Date (as hereinafter defined), bearing interest at the rates and maturing on the dates and in the principal amounts set forth in Exhibit A hereto. The purchase price for the Bonds shall be \$\_\_\_\_\_ (being 100% of the aggregate principal amount thereof, plus an original issue premium of \$\_\_\_\_\_ and less an Underwriter’s discount of \$\_\_\_\_\_).

The Underwriter agrees to make a bona fide public offering of all of the Bonds initially at the public offering prices (or yields) set forth in Exhibit A attached hereto and incorporated herein by reference. Subsequent to the initial public offering, the Underwriter reserves the right to change the public offering prices (or yields) as it deems necessary in connection with the marketing of the Bonds,

provided that the Underwriter shall not change the interest rates set forth in Exhibit A. The Bonds may be offered and sold to certain dealers at prices lower than such initial offering prices.

The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable from the Net Taxes as provided in the Indenture, the Preliminary Official Statement (as hereinafter defined), and the Mello-Roos Community Facilities Act of 1982, as amended (Section 53311 *et seq.* of the Government Code of the State of California) (the “Community Facilities District Act”). The issuance of the Bonds has been duly authorized by the City Council of the City of Beaumont (the “City”), as the legislative body for the Community Facilities District pursuant to a resolution (the “Community Facilities District Resolution of Issuance”) adopted on March 21, 2023.

The proceeds of the Bonds will be used to: (i) pay the cost and expense of certain public facilities; (ii) fund a reserve account securing the Bonds; and (iii) pay costs of issuance of the Bonds.

The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable from special taxes pledged thereto as provided in the Indenture.

A. The Community Facilities District hereby acknowledges that the Underwriter is entering into this Purchase Agreement in reliance on the representations, warranties and agreements made by the Community Facilities District herein, and the Community Facilities District shall take all action necessary to enforce its rights hereunder for the benefit of the Underwriter and shall immediately notify the Underwriter if it becomes aware that any representation, warranty or agreement made by the Community Facilities District herein is incorrect in any material respect.

The Community Facilities District acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm’s-length commercial transaction between the Community Facilities District and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as principal and not as the agent or fiduciary of the Community Facilities District, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the Community Facilities District with respect to (a) the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Community Facilities District on other matters) or (b) any other obligations to the Community Facilities District with respect to the offering contemplated hereby, except the obligations expressly set forth in this Purchase Agreement or otherwise imposed by law, (iv) the Underwriter has financial interests that differ from those of the Community Facilities District and (v) the Community Facilities District has consulted their own legal, financial and other advisors to the extent they have deemed appropriate in connection with this transaction. The Community Facilities District acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter disclosure under Rule G-17 of the Municipal Securities Rulemaking Board (“MSRB”). The Community Facilities District acknowledges and represents that it has engaged Urban Futures, Inc. (the “Municipal Advisor”) as its municipal advisor (as defined in Securities and Exchange Commission Rule 15Ba1) and will rely solely on the financial advice of the Municipal Advisor with respect to the Bonds.

B. Pursuant to the authorization of the Community Facilities District, the Underwriter has distributed copies of the Preliminary Official Statement dated \_\_\_\_\_, 2023, relating to the Bonds, which, together with the cover page, inside cover page and appendices thereto is herein called the



“Preliminary Official Statement.” By its acceptance of this Purchase Agreement, the Community Facilities District hereby ratifies the use by the Underwriter of the Preliminary Official Statement, and the Community Facilities District agrees to execute a final official statement relating to the Bonds (the “Official Statement”) which will consist of the Preliminary Official Statement with such changes as may be made thereto, with the approval of Stradling Yocca Carlson & Rauth, a Professional Corporation, Bond Counsel (“Bond Counsel”), Stradling Yocca Carlson & Rauth, a Professional Corporation, Disclosure Counsel (“Disclosure Counsel”), and the Underwriter, and to provide copies thereof to the Underwriter as set forth herein. The Community Facilities District hereby authorizes and requires the Underwriter to use and promptly distribute, in connection with the offer and sale of the Bonds, the Preliminary Official Statement, the Official Statement and any supplement or amendment thereto. The Community Facilities District further authorizes the Underwriter to use and distribute, in connection with the offer and sale of the Bonds, the Indenture, the Continuing Disclosure Certificate executed by the Community Facilities District in connection with the Bonds (the “Continuing Disclosure Certificate”), this Purchase Agreement and all information contained herein, and all other documents, certificates and statements furnished by or on behalf of the Community Facilities District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

C. To assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the “Rule”), the Community Facilities District will undertake pursuant to the Continuing Disclosure Certificate, in the form attached to the Official Statement as an appendix, to provide annual reports and notices of certain enumerated events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement.

D. Except as the Underwriter and the Community Facilities District may otherwise agree, the Community Facilities District will deliver to the Underwriter, at the offices of Bond Counsel in Newport Beach, California, or at such other location as may be mutually agreed upon by the Underwriter and the Community Facilities District, the documents hereinafter mentioned; and the Community Facilities District will deliver to the Underwriter through the facilities of The Depository Trust Company (“DTC”), the Bonds, in definitive form (all Bonds bearing CUSIP numbers), duly executed by the Community Facilities District and authenticated by the Trustee in the manner provided for in the Indenture and the Community Facilities District Act at 8:00 a.m. California time, on \_\_\_\_\_, 2023 (the “Closing Date”), and the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in paragraph (A) of this Section by wire transfer, payable in federal or other immediately available funds (such delivery and payment being herein referred to as the “Closing”). The Bonds shall be in fully registered book-entry form (which may be typewritten) and shall be registered in the name of Cede & Co., as nominee of DTC.

2. Representations, Warranties and Covenants of the Community Facilities District. The Community Facilities District represents, warrants and covenants to the Underwriter on behalf of itself and the City that:

A. The City is duly organized and validly existing as a general law city under the Constitution and laws of the State of California (the “State”) and has duly authorized the formation of the Community Facilities District pursuant to resolutions duly adopted by the City Council (the “Community Facilities District Formation Resolution” and, together with the Community Facilities District Resolution of Issuance, the “Community Facilities District Resolutions”) and the Community Facilities District Act. The City Council, as the legislative body of the City and the Community Facilities District, has duly adopted the Community Facilities District Formation Resolution, and has caused to be recorded in the

real property records of the County of Riverside, a notice of special tax lien (the “Notice of Special Tax Lien”) (the Community Facilities District Formation Resolution and Notice of Special Tax Lien being collectively referred to herein as the “Formation Documents”), and has duly adopted a Community Facilities District Resolution of Issuance. Each of the Formation Documents remains in full force and effect as of the date hereof and has not been amended. The Community Facilities District is duly organized and validly existing as a Community Facilities District under the laws of the State. The Community Facilities District has, and at the Closing Date will have, as the case may be, full legal right, power and authority: (i) to execute, deliver and perform its obligations under this Purchase Agreement, the Continuing Disclosure Certificate and the Indenture, and to carry out all transactions contemplated by each of such agreements; (ii) to issue, sell and deliver the Bonds as provided herein; and (iii) to carry out, give effect to and consummate the transactions contemplated by the Formation Documents, the Community Facilities District Resolution of Issuance, the Indenture, the Bonds, the Continuing Disclosure Certificate, this Purchase Agreement and the Official Statement.

This Purchase Agreement, the Indenture, the Bonds and the Continuing Disclosure Certificate are collectively referred to herein as the “Community Facilities District Documents.”

B. The Community Facilities District and the City, as applicable, have each complied, and will at the Closing Date be in compliance in all material respects, with the Formation Documents, the Community Facilities District Resolution of Issuance and the Community Facilities District Documents, and any immaterial noncompliance by the Community Facilities District and the City, if any, will not impair the ability of the Community Facilities District and the City, as applicable, to carry out, give effect to or consummate the transactions contemplated by the foregoing. From and after the date of issuance of the Bonds, the Community Facilities District will continue to comply with the covenants of the Community Facilities District contained in the Community Facilities District Documents.

C. The information in the Preliminary Official Statement and in the Official Statement relating to the Community Facilities District and the Bonds (other than statements pertaining to the book entry system, as to which no view is expressed), is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and, upon delivery and up to and including 25 days after the End of the Underwriting Period (as defined in paragraph (D) below), the Official Statement will be amended and supplemented so as to contain no misstatement of any material fact or omission of any statement necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading.

D. Up to and including 25 days after the End of the Underwriting Period (as defined below), the Community Facilities District will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter, which consent will not be unreasonably withheld. The Community Facilities District will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise materially affecting the use of the Official Statement in connection with the offering, sale or distribution of the Bonds. As used herein, the term “End of the Underwriting Period” means the later of such time as: (i) the Bonds are delivered to the Underwriter; or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the End of the Underwriting Period shall be deemed to be the Closing

Date. Any notice delivered pursuant to this provision shall be written notice delivered to the Community Facilities District at or prior to the Closing Date and shall specify a date (other than the Closing Date) to be deemed the “End of the Underwriting Period.”

E. Except as described in the Preliminary Official Statement, the Community Facilities District is not, in any respect material to the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Community Facilities District is a party or is otherwise subject or bound, and the performance of its obligations under the Community Facilities District Documents and compliance with the provisions of each thereof, or the performance of the conditions precedent to be performed by the Community Facilities District pursuant to this Purchase Agreement, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Community Facilities District is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance by the Community Facilities District of its obligations under the Community Facilities District Documents or the performance of the conditions precedent to be performed by the Community Facilities District pursuant to this Purchase Agreement.

F. Except as may be required under the “blue sky” or other securities laws of any jurisdiction, all approvals, consents, authorizations, elections and orders of, or filings or registrations with, any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the Community Facilities District of its obligations under the Community Facilities District Documents, and the performance of the conditions precedent to be performed by the Community Facilities District pursuant to this Purchase Agreement, have been or will be obtained at the Closing Date and are or will be in full force and effect at the Closing Date.

G. The Community Facilities District Documents conform as to form and tenor to the descriptions thereof contained in the Official Statement.

H. The Bonds are payable from the Special Tax of the Community Facilities District to be levied within the Community Facilities District, as set forth in the Indenture, which levy has been duly and validly authorized pursuant to the Community Facilities District Act and the Special Taxes to be levied within the Community Facilities District will be fixed and levied in an amount which, together with other available funds, is required for the payment of the principal of, and interest on, the Bonds when due and payable, all as provided in the Indenture. The Community Facilities District has covenanted to cause the Special Taxes to be levied as set forth in the Indenture.

I. The Indenture creates a valid pledge of, first lien upon and security interest in, the Net Taxes, and in the moneys in the Special Tax Fund (other than the Administrative Expense Fund) established pursuant to the Indenture, on the terms and conditions set forth in the Indenture.

J. Except as disclosed in the Preliminary Official Statement and Official Statement, there are, to the best of the Community Facilities District’s knowledge, no entities with outstanding assessment

liens against any of the properties within the Community Facilities District or which are senior to or on a parity with the pledge of the Special Taxes of the Community Facilities District referred to in paragraph (H) hereof.

K. The Official Statement as of the date hereof, does not, and as of the Closing Date, will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (excluding statements therein pertaining to the DTC and its book-entry system and any information provided by the Special Tax Consultant (as such term is defined below) and the Underwriter, as to which no view is expressed).

L. The Preliminary Official Statement was deemed final by a duly authorized officer of the Community Facilities District prior to its delivery to the Underwriter, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of the Rule. The Community Facilities District hereby covenants and agrees that, within seven (7) business days from the date hereof, or upon reasonable written notice from the Underwriter within sufficient time to accompany any confirmation requesting payment from any customers of the Underwriter, the Community Facilities District shall cause a final printed form of the Official Statement to be delivered to the Underwriter in sufficient quantity to comply with paragraph (b)(4) of the Rule and Rules G-12, G-15, G-32 and G-36 of the Municipal Securities Rulemaking Board.

M. At the time of acceptance hereof there is and as of the Closing there will be no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "Action") pending (notice of which has been served on the Community Facilities District) or to the best knowledge of the Community Facilities District or the City threatened, in which any such Action: (i) in any way questions the existence of the Community Facilities District or the titles of the officers of the Community Facilities District to their respective offices; (ii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of the Bonds or the payment or collection of Special Taxes or any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the Community Facilities District Documents or the consummation of the transactions on the part of the Community Facilities District contemplated thereby; (iii) contests the exemption of interest on the Bonds from federal or State income taxation or contests the powers of the Community Facilities District which may result in any material adverse change relating to the financial condition of the Community Facilities District; or (iv) contests the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserts that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and as of the time of acceptance hereof there is and, as of the Closing Date, there will be no basis for any action, suit, proceeding, inquiry or investigation of the nature described in clauses (i) through (iv) of this sentence.

N. Any certificate signed on behalf of the Community Facilities District by any officer or employee of the Community Facilities District authorized to do so shall be deemed a representation and warranty by the Community Facilities District to the Underwriter on behalf of itself and the Community Facilities District as to the statements made therein.

O. At or prior to the Closing, the Community Facilities District will have duly authorized, executed and delivered the Continuing Disclosure Certificate in substantially the form attached as an appendix to the Official Statement. Based upon a review of its previous undertakings, and except as disclosed in the Preliminary Official Statement and the Official Statement, the Community Facilities District has not failed to comply in all respects with any previous undertakings with regard to the Rule to provide annual reports or notices of enumerated events in the last five years.

P. The Community Facilities District will apply the proceeds of the Bonds in accordance with the Indenture and as described in the Preliminary Official Statement and Official Statement.

Q. Until such time as moneys have been set aside in an amount sufficient to pay all then outstanding Bonds at maturity or to the date of redemption if redeemed prior to maturity, plus unpaid interest thereon and premium, if any, to maturity or to the date of redemption if redeemed prior to maturity, the Community Facilities District will faithfully perform and abide by all of the covenants, undertakings and provisions contained in the Indenture.

R. Between the date of this Purchase Agreement and the date of Closing, the Community Facilities District will not offer or issue any bonds, notes or other obligations for borrowed money not previously disclosed to the Underwriter.

The Community Facilities District hereby approves the preparation and distribution of the Official Statement, consisting of the Preliminary Official Statement with such changes as are noted thereon and as may be made thereto, with the approval of Bond Counsel, Disclosure Counsel and the Underwriter, from time to time prior to the Closing Date.

The Community Facilities District hereby ratifies any prior use of and authorizes the future use by the Underwriter, in connection with the offering and sale of the Bonds, of the Preliminary Official Statement, the Official Statement, this Purchase Agreement and all information contained herein, and all other documents, certificates and written statements furnished by the Community Facilities District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

The execution and delivery of this Purchase Agreement by the Community Facilities District shall constitute a representation by the Community Facilities District to the Underwriter that the representations and warranties contained in this Section 2 with respect to the Community Facilities District are true as of the date hereof.

3. Conditions to the Obligations of the Underwriter. The obligation of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties on the part of the Community Facilities District contained herein, to the accuracy in all material respects of the statements of the officers and other officials of the Community Facilities District made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the Community Facilities District of their obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

A. At the Closing Date, the Community Facilities District Resolutions and the Community Facilities District Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds, and with the transactions

contemplated thereby, all such actions as, in the opinion of Bond Counsel, shall be necessary and appropriate.

B. At the Closing Date, except as described in the Preliminary Official Statement, the City shall not be, in any respect material to the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City is a party or is otherwise subject or bound, and the performance of the conditions precedent to be performed hereunder will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance of the conditions precedent to be performed by the City hereunder.

C. At the Closing Date, except as described in the Preliminary Official Statement, the Community Facilities District shall not be, in any respect material to the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Community Facilities District is a party or is otherwise subject or bound, and the performance by the Community Facilities District of its obligations under the Bonds, the Community Facilities District Resolutions, the Indenture, and any other instruments contemplated by any of such documents, and compliance with the provisions of each thereof, or the performance of the conditions precedent to be performed hereunder, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Community Facilities District is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance by the Community Facilities District of its obligations under the Indenture, the Bonds or the performance of the conditions precedent to be performed by the Community Facilities District hereunder.

D. The information contained in the Official Statement is, as of the Closing Date and as of the date of any supplement or amendment thereto pursuant hereto, true and correct in all material respects and does not, as of the Closing Date or as of the date of any supplement or amendment thereto, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

E. Between the date hereof and the Closing Date, the market price or marketability, at the initial offering prices set forth on the cover page of the Official Statement, of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall not have been materially adversely affected, in the judgment of the Underwriter (evidenced by a written notice to the Community Facilities District terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

1. Legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or recommended to the Congress by the President of the United States, the Department of the Treasury, the Internal Revenue Service, or any member of Congress, or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration, or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department of the United States of America or the Internal Revenue Service, with the purpose or effect, directly or indirectly, of imposing federal income taxation upon such interest as would be received by any owners of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof; or

2. Legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission (the "SEC"), or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended (the "Securities Act"), or that the Indenture is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), or that the issuance, offering or sale of obligations of the general character of the Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws as amended and then in effect; or

3. A general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

4. The introduction, proposal or enactment of any amendment to the federal or State Constitution or any action by any federal or State court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the Community Facilities District, its property, income, securities (or interest thereon), the validity or enforceability of Special Taxes, or the ability of the Community Facilities District to issue the Bonds as contemplated by the Indenture and the Official Statement; or

5. Any event occurring, or information becoming known which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Preliminary Official Statement or in the Official Statement, or has the effect that the Preliminary Official Statement or the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; or

6. Any national securities exchange, the Comptroller of the Currency, or any other governmental authority, shall impose as to the Bonds, or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or

7. There shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis; or

8. Except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the City or Community Facilities District shall have occurred; or

9. Any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the Official Statement (other than any statement provided by the Underwriter) or is not reflected in the Official Statement but should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the Community Facilities District refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriters to enforce contracts for the sale of the Bonds; or

10. A general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or

11. A material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or

12. Any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; or

13. A decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as contemplated by this Purchase Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Securities Exchange Act of 1934, as amended and the Trust Indenture Act; or

14. Any proceeding shall have been commenced or be threatened in writing by the SEC against the City or the Community Facilities District; or

15. The commencement of any Action as described in items (i) through (iv) of Section 2(M) hereof.

F. At or prior to the Closing Date, the Underwriter shall have received a counterpart original or certified copy of the following documents, in each case satisfactory in form and substance to the Underwriter:

1. The Official Statement, executed on behalf of the Community Facilities District by an authorized officer;

2. The Indenture, duly executed and delivered by the Community Facilities District and the Trustee;



3. The Community Facilities District Resolutions and the Community Facilities District Documents and the Formation Documents, together with a certificate dated as of the Closing Date of the City Clerk to the effect that the Community Facilities District Resolutions are true, correct and complete copies of the ones duly adopted by the City Council;

4. The Continuing Disclosure Certificate executed and delivered by the Community Facilities District;

5. An unqualified approving opinion of Bond Counsel for the Bonds, dated the Closing Date and addressed to the Community Facilities District, to the effect that the Bonds are the valid, legal and binding obligations of the Community Facilities District and that the interest thereon is excluded from gross income for federal income tax purposes and exempt from personal income taxes of the State, in substantially the form included as an appendix to the Official Statement, together with a letter of Bond Counsel, dated the Closing Date and addressed to the Underwriter, to the effect that such opinion addressed to the Community Facilities District may be relied upon by the Underwriter to the same extent as if such opinion was addressed to it;

6. A supplemental opinion or opinions of Bond Counsel, dated the Closing Date and addressed to the Underwriter, to the effect that:

(i) this Purchase Agreement and the Continuing Disclosure Certificate have been duly authorized, executed and delivered by the Community Facilities District and, assuming due authorization, execution and delivery by the other parties thereto, as applicable, constitute the legal, valid and binding agreement of the Community Facilities District and are enforceable in accordance with their terms, except to the extent that enforceability may be limited by moratorium, bankruptcy, reorganization, insolvency or other similar laws affecting creditors' rights generally or by the exercise of judicial discretion in accordance with general principles of equity or otherwise in appropriate cases and by limitations on legal remedies against public agencies in the State;

(ii) the Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification under the Trust Indenture Act;

(iii) the information contained in the Official Statement on the cover and under the captions "THE BONDS" (other than the caption "Debt Service Schedule"), "SOURCES OF PAYMENT FOR THE BONDS," "TAX MATTERS" and "LEGAL MATTERS" and in Appendices B and D to the Official Statement, are accurate insofar as such statements purport to summarize certain provisions of the Bonds, the Indenture and Bond Counsel's final approving opinion.

7. The letter of Disclosure Counsel, dated the Closing Date and addressed to the Community Facilities District and to the Underwriter, to the effect that, without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, but on the basis of their participation in conferences with representatives of the Community Facilities District, the Special Tax Consultant and others, and their examination of certain documents, nothing has come to their attention which has led them to believe that the Preliminary Official Statement as of its date and the Official Statement as of its date and as of the Closing Date contained or contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that no opinion or belief need be expressed as to any financial statements or other financial, statistical or engineering data or forecasts, numbers, charts, estimates, projections,

assumptions, or expressions of opinion, any information about valuation, appraisals, absorption, archeological or environmental matters, or any information with respect to the City, or about DTC or the book-entry-only system);

8. A certificate dated the Closing Date and signed by an authorized representative of the Community Facilities District or an authorized designee, on behalf of the Community Facilities District to the effect that: (i) the representations and warranties made by the Community Facilities District contained herein are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; (ii) to the best knowledge of such officer, no event has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect; and (iii) the Community Facilities District has complied with all the agreements and satisfied all the conditions on its part to be satisfied under this Purchase Agreement, the Community Facilities District Resolutions, the Community Facilities District Documents and the Official Statement at or prior to the Closing Date;

9. An opinion of the City Attorney of the City, dated the date of Closing and addressed to the Underwriter and the City, to the effect that:

(i) The City is a municipal corporation and general law city, duly organized and existing under the Constitution and laws of the State of California;

(ii) The Community Facilities District Resolutions have been duly adopted at meetings of the City Council, which were called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the Community Facilities District Resolutions are in full force and effect and have not been modified, amended, rescinded or repealed since the respective dates of their adoption;

(iii) The Community Facilities District Documents and the Official Statement have been duly authorized, executed and delivered by the City and the Community Facilities District Documents constitute the legal, valid and binding obligations of the Community Facilities District enforceable against the Community Facilities District in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights, to the application of equitable principles where equitable remedies are sought and to the exercise of judicial discretion in appropriate cases;

(iv) Except as may be stated in the Official Statement, there is no action, suit, proceeding or investigation before or by any court, public board or body pending (notice of which has been served on the City or the Community Facilities District) or, to such counsel's knowledge, threatened wherein an unfavorable decision, ruling or finding would: (a) affect the creation, organization, existence or powers of the City, or the titles of its members and officers to their respective offices; or (b) affect the validity of the Community Facilities District Documents or restrain or enjoin the repayment of the Bonds or in any way contest or affect the validity of the Community Facilities District Documents or contest the authority of the Community Facilities District or the City to enter into or perform its obligations under any of the Community Facilities District Documents, questions the right of the Community Facilities District to use Special Taxes levied within the Community Facilities District for the repayment of the Bonds or affects in any manner the right or ability of the Community Facilities District to collect or pledge the Special Taxes levied within the Community Facilities District for the repayment of the Bonds;

10. A certificate dated the Closing Date from Webb Municipal Finance, LLC (the “Special Tax Consultant”) addressed to the Community Facilities District and the Underwriter to the effect that: (i) the Special Tax if collected in the maximum amounts permitted pursuant to the Rate and Method of Apportionment of Special Taxes of the Community Facilities District as of the Closing Date would generate at least 110% of the annual debt service payable with respect to the Bonds plus budgeted administrative expenses in each year, based on such assumptions and qualifications as shall be acceptable to the Underwriter; and (ii) the statements in the Official Statement provided by the Special Tax Consultant concerning Special Taxes in the Community Facilities District and all information supplied by it for use in the Official Statement were as of the date of the Official Statement and are as of the Closing Date true and correct, and do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading;

11. Certified copies of the general resolution of the Trustee authorizing the execution and delivery of certain documents by certain officers of the Trustee, which resolution authorizes the execution of the Indenture and the authentication of the Bonds;

12. A certificate of the Trustee, addressed to the Underwriter, and the Community Facilities District dated the Closing Date, to the effect that: (i) the Trustee is authorized to carry out corporate trust powers, and have full power and authority to perform its duties under the Indenture; (ii) the Trustee is duly authorized to execute and deliver the Indenture, to accept the obligations created by the Indenture and to authenticate the Bonds pursuant to the terms of the Indenture; (iii) no consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Trustee that has not been obtained is or will be required for the authentication of the Bonds or the consummation by the Trustee of the other transactions contemplated to be performed by the Trustee in connection with the authentication of the Bonds and the acceptance and performance of the obligations created by the Indenture; and (iv) to the best of its knowledge, compliance with the terms of the Indenture will not conflict with, or result in a violation or breach of, or constitute a default under, any loan agreement, indenture, bond, note, resolution or any other agreement or instrument to which the Trustee is a party or by which it is bound, or any law or any rule, regulation, order or decree of any court or governmental agency or body having jurisdiction over the Trustee or any of its activities or properties;

13. An opinion of counsel to the Trustee dated the Closing Date, addressed to the Underwriter, and the Community Facilities District to the effect that the Trustee is a national banking association duly organized and validly existing under the laws of the United States having full power and being qualified to enter into, accept and agree to the provisions of the Indenture, and that such documents have been duly authorized, executed and delivered by the Trustee, and, assuming due execution and delivery by the other parties thereto, constitutes the legal, valid and binding obligation of the Trustee, enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors’ rights in general and except as such enforceability may be limited by the application of equitable principles if equitable remedies are sought;

14. A certificate of the Community Facilities District dated the Closing Date, in a form acceptable to Bond Counsel and the Underwriter, that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

15. A Letter of Representations of Tri Pointe Homes IE-SD, Inc. (the “Developer”) in connection with the printing of the Preliminary Official Statement dated the date of the Preliminary Official

Statement, substantially in the form attached as part of Exhibit D hereto or as such Letter of Representations may be modified with the approval of the Underwriter and Bond Counsel, and a Closing Certificate of the Developer dated the Closing Date, substantially in the form attached as part of Exhibit D hereto;

16. The Continuing Disclosure Certificate of the Developer, substantially in the form attached as an appendix to the Official Statement;

17. An opinion or opinions of counsel to the Developer, dated the date of the Closing addressed to the Community Facilities and the Underwriter, in form and substance acceptable to the Underwriter and Bond Counsel.

18. An opinion of Kutak Rock LLP, counsel to the Underwriter (“Underwriter’s Counsel”), dated the date of Closing and addressed to the Underwriter in form and substance acceptable to the Underwriter; and

19. A certificate in form and substance as set forth in Exhibit C hereto of Integra Realty Resources, Rocklin, California, the appraiser of the property within the Community Facilities District, dated as of the Closing Date.

20. Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the material representations and warranties of the Community Facilities District contained herein, and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Community Facilities District at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the Community Facilities District in connection with the transactions contemplated hereby and by the Indenture and the Official Statement.

If the Community Facilities District shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Community Facilities District nor the Underwriter shall be under any further obligation hereunder, except that the respective obligations of the Underwriter and the Community Facilities District set forth in Section 5 hereof shall continue in full force and effect.

4. Establishment of Issue Price.

A. The Underwriter agrees to assist the Community Facilities District in establishing the issue price of the Bonds and shall execute and deliver to the Community Facilities District at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Community Facilities District and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

B. Except as otherwise set forth in Exhibit A attached hereto, the Community Facilities District will treat the first price at which 10% of each maturity of the Bonds (the “10% test”) is sold to the

public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the Community Facilities District the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Community Facilities District the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

C. The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the Underwriter represents that (i) the 10% test has been satisfied (assuming orders are confirmed by the close of the business day immediately following the date of this Purchase Agreement) and (ii) the 10% test has not been satisfied and for which the Community Facilities District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Community Facilities District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5<sup>th</sup>) business day after the sale date; or
- (2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the Community Facilities District when it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5<sup>th</sup>) business day after the sale date.

D. The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be reasonable periodic intervals or otherwise upon request of the Underwriter and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

E. The Community Facilities District acknowledges that, in making the representation set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires.

F. The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party;

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Community Facilities District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common

ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(iv) “sale date” means the date of execution of this Purchase Agreement by all parties.

5. Expenses. Whether or not the transactions contemplated by this Purchase Agreement are consummated, the Underwriter shall be under no obligation to pay, and the Community Facilities District shall pay only from the proceeds of the Bonds, or any other legally available funds of the City, or the Community Facilities District, but only as the Community Facilities District and such other party providing such services may agree, all expenses and costs of the Community Facilities District incident to the performance of its obligations in connection with the authorization, execution, sale and delivery of the Bonds to the Underwriter, including, without limitation, printing costs, initial fees of the Trustee, including fees and disbursements of their counsel, if any, fees and disbursements of Bond Counsel, Disclosure Counsel and other professional advisors employed by the City, costs of preparation, printing, signing, transportation, delivery and safekeeping of the Bonds and for expenses (included in the expense component of the spread) incurred by the Underwriter on behalf of the City’s employees which are incidental to implementing this Purchase Agreement, including, but not limited to, meals, transportation, lodging, and entertainment of those employees. The Underwriter shall pay all out-of-pocket expenses of the Underwriter, including, without limitation, advertising expenses, the California Debt and Investment Advisory Commission fee, CUSIP Services Bureau charges, regulatory fees imposed on new securities issuers and any and all other expenses incurred by the Underwriter in connection with the public offering and distribution of the Bonds, including fees and disbursements of Underwriter’s Counsel. Any meals in connection with or adjacent to meetings, rating agency presentations, pricing activities or other transaction-related activities shall be considered an expense of the transaction and included in the expense component of the Underwriter’s discount.

6. Notices. Any notice of other communication to be given to the Community Facilities District under this Purchase Agreement may be given by delivering the same in writing to the City of Beaumont, 550 East 6<sup>th</sup> Street, Beaumont, California 92223, Attention: City Manager; any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Stifel, Nicolaus & Company, Incorporated, 2121 Avenue of the Stars, Suite 2150, Los Angeles, California 90067, Attention: Public Finance.

7. Parties In Interest. This Purchase Agreement is made solely for the benefit of the Community Facilities District and Underwriter (including any successors or assignees of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof.

8. Survival of Representations and Warranties. The representations and warranties of the Community Facilities District under this Purchase Agreement shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriter, and shall survive the delivery and payment for the Bonds and the termination of this Purchase Agreement.

9. Execution in Counterparts. This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

10. Effective. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the Community Facilities District and shall be valid and enforceable as of the time of such acceptance.

11. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understanding among the parties hereto in relation to the sale of the Bonds by the Community Facilities District.

12. Governing Law. This Purchase Agreement shall be governed by the laws of the State of California.



13. Effective Date. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the Community Facilities District and shall be valid and enforceable as of the time of such acceptance.

Very truly yours,

**STIFEL, NICOLAUS & COMPANY,  
INCORPORATED,** as Underwriter

By: \_\_\_\_\_  
Managing Director

The foregoing is hereby agreed to and accepted as of the date first above written:

**CITY OF BEAUMONT COMMUNITY  
FACILITIES DISTRICT NO. 2016-3  
(SUNDANCE)**

By: \_\_\_\_\_  
Authorized Officer

Time of Execution: \_\_\_\_\_ p.m. California time

**[EXECUTION PAGE OF BOND PURCHASE AGREEMENT]**

**EXHIBIT A**

\$ \_\_\_\_\_  
**CITY OF BEAUMONT  
COMMUNITY FACILITIES DISTRICT NO. 2016-3 (SUNDANCE)  
2023 SPECIAL TAX BONDS**

<u>Maturity (September 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>	<u>10% Test Satisfied*</u>	<u>10% Test Not Satisfied</u>	<u>Subject to Hold-The- Offering- Price Rule (marked if used)</u>
2023							
2024							
2025							
2026							
2027							
2028							
2029							
2030							
2031							
2032							
2033							
2034							
20__ <sup>(T)</sup>							
20__ <sup>(T)</sup>							
20__ <sup>(T)</sup>							
20__ <sup>(T)</sup>							

<sup>(T)</sup> Term Bond.

<sup>(C)</sup> Priced to optional call at [par] on September 1, 20\_\_.

\*At the time of execution of this Purchase Agreement and assuming orders are confirmed by the close of the business day immediately following the date of this Purchase Agreement.

**EXHIBIT B**

**FORM OF ISSUE PRICE CERTIFICATE**

§ \_\_\_\_\_  
**CITY OF BEAUMONT**  
**COMMUNITY FACILITIES DISTRICT NO. 2016-3 (SUNDANCE)**  
**2023 SPECIAL TAX BONDS**

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated (“Stifel”) hereby certifies as set forth below with respect to the sale and issuance of the above-captioned bonds (the “Bonds”).

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Defined Terms.***

(a) ***General Rule Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) ***Issuer*** means the City of Beaumont Community Facilities District No. 2016-3 (Sundance).

(c) ***Maturity*** means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(d) ***Public*** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(e) ***Underwriter*** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Stifel’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with rendering its opinion that the interest on the Bonds is excluded from

gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

STIFEL, NICOLAUS & COMPANY,  
INCORPORATED

By: \_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Dated: [Closing Date]

**SCHEDULE A**

**SALE PRICES OF THE GENERAL RULE MATURITIES**

*(To be attached)*

**EXHIBIT C**

**CITY OF BEAUMONT  
COMMUNITY FACILITIES DISTRICT NO. 2016-3 (SUNDANCE)  
2023 SPECIAL TAX BONDS**

**CERTIFICATE OF APPRAISER**

The undersigned hereby states and certifies:

1. That he or she is an authorized principal of Integra Realty Resources, Rocklin, California (the “Appraiser”) and as such is familiar with the facts herein certified and is authorized and qualified to certify the same.

2. That the Appraiser has prepared an appraisal report dated February 9, 2023, with an appraisal date of February 1, 2023 (the “Appraisal Report”), on behalf of the City of Beaumont Community Facilities District No. 2016-3 (Sundance) (the “Community Facilities District”) and in connection with the Official Statement dated [BPA Date] (“Official Statement”), concerning the City of Beaumont Community Facilities District No. 2016-3 (Sundance) 2023 Special Tax Bonds (the “Bonds”).

3. That the Appraiser hereby consents to the reproduction and use of the Appraisal Report appended to the Preliminary Official Statement and the Official Statement. The Appraiser also consents to the references to the Appraiser and the Appraisal made in the Preliminary Official Statement and the Official Statement.

4. In the opinion of the Appraiser the assumptions made in the Appraisal Report are reasonable.

5. That the Official Statement has been reviewed on behalf of the Appraiser and to the best knowledge of the Appraiser the statements concerning the Appraisal Report and the value of the property contained under the captions “INTRODUCTION – Appraisal Report,” “THE COMMUNITY FACILITIES DISTRICT – Appraisal Report,” and “APPENDIX I – APPRAISAL REPORT” are true, correct and complete in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

6. Each of the parcels appraised by the Appraiser is encompassed within the Community Facilities District as set forth in the boundary map of the Community Facilities District.

7. That, as of the date of the Official Statement and as of the date hereof, the Appraisal Report appended to the Official Statement, to the best of my knowledge and belief, and subject to all of the Limiting Conditions and Major Assumptions set forth in the Appraisal Report, does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading, and no events or occurrences have been ascertained by us or have come to our attention that would substantially change the estimated values stated in the Appraisal Report. However, we have

not performed any procedures since the date of the Appraisal Report to obtain knowledge of such events or occurrences nor are we obligated to do so in the future.

8. The Community Facilities District and Stifel, Nicolaus & Company, Incorporated, as underwriter, are entitled to rely on the Certificate.

Dated: [Closing Date]

**INTEGRA REALTY RESOURCES**

By: \_\_\_\_\_

**EXHIBIT D**

**CITY OF BEAUMONT  
COMMUNITY FACILITIES DISTRICT NO. 2016-3 (SUNDANCE)  
2023 SPECIAL TAX BONDS**

**FORM OF DEVELOPER LETTER OF REPRESENTATIONS AND CLOSING  
CERTIFICATE**

**LETTER OF REPRESENTATIONS OF TRI POINTE HOMES IE-SD, INC.**

[POS Date]

City of Beaumont Community Facilities District No. 2016-3 (Sundance)  
Beaumont, California

Stifel, Nicolaus & Company, Incorporated  
Los Angeles, California

Ladies and Gentlemen:

Reference is made to the City of Beaumont Community Facilities District No. 2016-3 (Sundance) 2023 Special Tax Bonds (the “**2023 Bonds**”) and to the Bond Purchase Agreement to be entered into by and between the City of Beaumont Community Facilities District No. 2016-3 (Sundance) (the “**Community Facilities District**”), and Stifel, Nicolaus & Company, Incorporated, as Underwriter (the “**Purchase Agreement**”). This Letter of Representations of Tri Pointe Homes IE-SD, Inc. (the “**Letter of Representations**”) is delivered pursuant to and in satisfaction of the Purchase Agreement. Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Purchase Agreement.

The undersigned certifies that he is familiar with the facts herein certified and is authorized and qualified to certify the same as an authorized officer or representative of Tri Pointe Homes IE-SD, Inc. (the “**Developer**”), and the undersigned, on behalf of the Developer, further certifies as follows:

1. The Developer is duly organized and validly existing under the laws of the State of California, is in good standing under the laws of the State of California, and has all requisite corporate right, power and authority: (i) to execute and deliver this Letter of Representations; (ii) to execute and deliver the Developer Continuing Disclosure Certificate to be executed by the Developer (the “**Continuing Disclosure Certificate**”), and (iii) to undertake all of the transactions on its part described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, title to a certain portion of the property within the Community Facilities District is held in the name of the Developer. The undersigned, on behalf of the Developer, makes the representations herein with respect to all such property to which it holds title in the Community Facilities District as of the date hereof (the “**Property**”). Except as otherwise described in the Preliminary Official Statement, the Developer is, and the Developer’s current expectations are that the Developer shall remain, the



party responsible for the development of the Property. The Developer has not entered into an agreement for development or management of the Property by any other entity, except such subcontracts, consultant agreements, and similar agreements for land development activities associated with the Developer's development plan as are entered into in the ordinary course of business.

3. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned,<sup>1</sup> the Developer and its Relevant Entities<sup>2</sup> have not violated any applicable law or administrative regulation of the State of California or the United States of America, or any agency or instrumentality of either, which violation could reasonably be expected to materially and adversely affect the Developer's ability to perform its obligations under the Continuing Disclosure Certificate or to pay Special Taxes due at any time with respect to the portion of the Property then owned by the Developer (to the extent the responsibility of the Developer) prior to delinquency.

4. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, (a) the Developer and its Relevant Entities are not in breach of or in default under any applicable judgment or decree or any loan agreement, line of credit, option agreement, development agreement (including mitigation agreements or joint community facilities agreements), indenture, fiscal agent agreement, bond, or note (collectively, the "**Material Agreements**") to which the Developer or its Relevant Entities are a party or otherwise subject, which breach or default could reasonably be expected to materially and adversely affect the ability of the Developer to develop the Property as described in the Preliminary Official Statement or to pay the Special Taxes due at any time with respect to the portion of the Property then owned by the Developer (to the extent the responsibility of the Developer) prior to delinquency and (b) no event has occurred and is continuing that with the passage of time or giving of notice, or both, would constitute such a breach or default under any Material Agreement which could reasonably be expected to materially and adversely affect the ability of the Developer to perform its obligations under the Continuing Disclosure Certificate, to develop the Property as described in the Preliminary Official Statement, or to

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<sup>1</sup> "**Actual Knowledge of the Undersigned**" means the knowledge that the individual signing on behalf of the Developer currently has as of the date of this Letter of Representations or has obtained through (i) interviews with such current officers and responsible employees of the Developer and its Relevant Entities as the undersigned has determined are reasonably likely, in the ordinary course of their respective duties, to have knowledge of the matters set forth in this Letter of Representations, and/or (ii) review of documents that were reasonably available to the undersigned and which the undersigned has reasonably deemed necessary for the undersigned to obtain knowledge of the matters set forth in this Letter of Representations. The undersigned has not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of the Developer's current business and operations. Individuals who are no longer employees of the Developer or its Relevant Entities have not been contacted.

<sup>2</sup> "**Relevant Entity**" means, with respect to the Developer, any other Person: (i) who directly, or indirectly through one or more intermediaries, is currently controlling, controlled by or under common control with the Developer, and (ii) for whom information, including financial information or operating data, concerning such Person is material to an evaluation of the Community Facilities District and the 2023 Bonds (i.e., such Person's assets or funds would materially affect the Developer's ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Taxes due at any time with respect to the portion of the Property then owned by the Developer (to the extent the responsibility of the Developer) prior to delinquency. "**Person**" means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof. For purposes hereof, the term "**control**" (including the terms "**controlling**," "**controlled by**" or "**under common control with**") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

pay the Special Taxes due at any time with respect to the portion of the Property then owned by the Developer (to the extent the responsibility of the Developer) prior to delinquency.

5. Except as described in the Preliminary Official Statement, there are no material loans outstanding and unpaid and no material lines of credit of the Developer or its Relevant Entities that are secured by an interest in the Property.

6. Except as set forth in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, regulatory agency, public board or body is pending against the Developer (with proper service of process to the Developer having been accomplished) or, to the Actual Knowledge of the Undersigned, is pending against any current Relevant Entity (with proper service of process to such Relevant Entity having been accomplished) or, to the Actual Knowledge of the Undersigned, is threatened in writing against the Developer or any such Relevant Entity (a) to restrain or enjoin the collection of Special Taxes or other sums pledged or to be pledged to pay the principal of and interest on the 2023 Bonds (e.g., the Reserve Fund established under the Indenture), (b) to restrain or enjoin the execution of and performance by the Developer of its obligations under the Continuing Disclosure Certificate, (c) to restrain or enjoin the development of the Property as described in the Preliminary Official Statement, (d) in any way contesting or affecting the validity of the Special Taxes, or (e) which if successful, is reasonably likely to materially and adversely affect the Developer's ability to complete the development and sale of the Property as described in the Preliminary Official Statement or to pay Special Taxes due at any time with respect to the portion of the Property then owned by the Developer (to the extent the responsibility of the Developer) prior to delinquency.

7. As of the date of the Preliminary Official Statement, the information contained therein solely with respect to the Developer, its Relevant Entities, the proposed development of the Property, ownership of the Property, the Developer's development plan, the Developer's financing plan, the Developer's lenders (if any), and contractual arrangements of the Developer or any Relevant Entities (including, if material to the Developer's development plan or the Developer's financing plan, other loans of the Developer or such Relevant Entities) as set forth under the sections of the Preliminary Official Statement captioned "PROPERTY OWNERSHIP AND THE DEVELOPMENT" and "CONTINUING DISCLOSURE – Developer Continuing Disclosure" (excluding therefrom in all cases information regarding the Appraisal, market value ratio and annual special tax ratio, and information which is identified as having been provided by a source other than the Developer), is true and correct in all material respects and did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

8. The Developer covenants that, while the 2023 Bonds or any refunding obligations related thereto are outstanding, the Developer and its Relevant Entities which it controls will not bring any action, suit, proceeding, inquiry, or investigation at law or in equity, before any court, regulatory agency, public board or body, that in any way seeks to challenge or overturn the formation of the Community Facilities District, to challenge the adoption of the ordinance related to the Community Facilities District, levying Special Taxes within the Community Facilities District, to invalidate the Community Facilities District, or any of the 2023 Bonds or any refunding bonds, or to invalidate the special tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the notices of special tax

lien relating thereto. The foregoing covenant shall not prevent the Developer or any Relevant Entity in any way from bringing any other action, suit, proceeding, inquiry, or investigation at law or in equity, before any court, regulatory agency, public board or body including, without limitation, (a) an action or suit contending that the Special Tax has not been levied in accordance with the methodologies contained in the Rate and Method of Apportionment of Special Taxes for the Community Facilities District pursuant to which the Special Taxes are levied, (b) an action or suit with respect to the application or use of the Special Taxes levied and collected, or (c) an action or suit to enforce the obligations of the City of Beaumont and/or the Community Facilities District under resolutions which established the Community Facilities District, authorized the levy of a special tax within the Community Facilities District, determined the necessity to incur bonded indebtedness within the Community Facilities District, and called an election within the Community Facilities District on the proposition of incurring bonded indebtedness, levying a special tax and setting an appropriations limit within the Community Facilities District, the Resolution, the Indenture, the Continuing Disclosure Certificate, or any other agreements among the Developer, a Relevant Entity, the City, and/or the Community Facilities District or to which the Developer or a Relevant Entity is a party or beneficiary.

9. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, the Developer is not aware that any other public debt secured by a tax or assessment on the Property exists or is in the process of being authorized or any assessment districts or community facilities districts have been or are in the process of being formed that include any portion of the Property.

10. The Developer has been developing or has been involved in the development of numerous projects over an extended period of time. It is likely that the Developer and some of its Relevant Entities have been delinquent at one time or another in the payment of *ad valorem* property taxes, special assessments or special taxes. However, to the Actual Knowledge of the Undersigned, neither the Developer nor any Relevant Entity has been delinquent in any material extent in the last five years in the payment of special assessments or special taxes on property in California owned by the Developer or by any such Relevant Entity during the period of its ownership included within the boundaries of a community facilities district or an assessment district within California that (a) caused a draw on a reserve fund relating to such assessment district or community facilities district financing or (b) resulted in a foreclosure action being filed against the delinquent Developer or Relevant Entity in a court of law.

11. The Developer consents to the issuance of the 2023 Bonds. The Developer expects that the proceeds of the 2023 Bonds will be used as described in the Preliminary Official Statement.

12. The Developer is aware of the requirement to comply with the provision of the Mello-Roos Community Facilities Act of 1982, as amended relating to the Notice of Special Tax described in Government Code Section 53341.5 in connection with the sale of the Property, or portions thereof.

13. To the Actual Knowledge of the Undersigned, the Developer is able to pay its bills as they become due and no legal proceedings are pending against the Developer (with proper service of process to the Developer having been accomplished) or, to the Actual

Knowledge of the Undersigned, threatened in writing in which the Developer may be adjudicated as bankrupt or discharged from any and all of its debts or obligations, or granted an extension of time to pay its debts or obligations, or be allowed to reorganize or readjust its debts or obligations, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

14. To the Actual Knowledge of the Undersigned, Relevant Entities of the Developer are able to pay their bills as they become due and no legal proceedings are pending against any Relevant Entity of the Developer (with proper service of process to the applicable Relevant Entity having been accomplished) or, to the Actual Knowledge of the Undersigned, threatened in writing in which the Relevant Entities of the Developer may be adjudicated as bankrupt or discharged from any or all of their debts or obligations, or granted an extension of time to pay their debts or obligations, or be allowed to reorganize or readjust their debts or obligations, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

15. The Developer has not filed for, nor is the Developer aware of, current proceedings for the reassessment of the assessed value of portions of the Property, other than in connection with the sale of homes to individual homebuyers.

16. Based upon its current development plans, including, without limitation, its current budget and subject to economic conditions and risks generally inherent in the development of real property, including, but not limited to, the risks described in the Preliminary Official Statement under the sections “SPECIAL RISK FACTORS” and “PROPERTY OWNERSHIP AND THE DEVELOPMENT,” the Developer anticipates that it will have sufficient funds to complete the development of the Property as described in the Preliminary Official Statement, and to pay Special Taxes due at any time with respect to the portion of the Property then owned by the Developer (to the extent the responsibility of the Developer) prior to delinquency, and the Developer does not anticipate that the City or the Community Facilities District will be required to resort to a draw on the Reserve Fund for payment of principal of or interest on the 2023 Bonds due to the Developer’s nonpayment of Special Taxes. However, neither the Developer nor its Relevant Entities are obligated to make any additional capital contribution or loan to the Developer at any time, and the Developer reserves the right to change its development plan and financing plan for the Property at any time without notice, and there is no recourse against the Developer for failure to pay Special Taxes other than the filing of a foreclosure action against the delinquent Property.

17. To the Actual Knowledge of the Undersigned, there are no claims, disputes, suits, actions, or contingent liabilities by and among the Developer, its Relevant Entities, or any contractors working on the development of the Property which are reasonably likely to materially and adversely affect the development of the Property as described in the Preliminary Official Statement or the payment of the Special Taxes due at any time with respect to the portion of the Property then owned by the Developer (to the extent the responsibility of the Developer) prior to delinquency.

18. An appraisal of the taxable properties within the Community Facilities District, dated February 9, 2023 (the “**Appraisal Report**”), was prepared by Integra Realty Resources (the “**Appraiser**”). The Appraisal Report estimates the market value of the taxable properties within the Community Facilities District as of February 1, 2023 (the “**Date of Value**”). To

Actual Knowledge of the Undersigned, all information submitted by, or on behalf of and authorized by, the Developer to the Appraiser and contained in the sections of the Appraisal Report highlighted in yellow or circled in Exhibit B attached hereto, was true and correct in all material respects as of the Date of Value.

19. Solely as to the limited information described in the sections of the Preliminary Official Statement indicated in Paragraph 7 above, the Developer agrees to indemnify and hold harmless, to the extent permitted by law, the City, the Community Facilities District, and their officials and employees, and each Person, if any, who controls any of the foregoing within the meaning of Section 15 of the Securities Act of 1933, as amended, or of Section 20 of the Securities Exchange Act of 1934, as amended, against any and all losses, claims, damages or liabilities, joint or several, to which such indemnified party may become subject under any statute or at law or in equity or otherwise and shall reimburse any such indemnified party for any reasonable legal or other expense incurred by it in connection with investigating any such claim against it and defending any such action, insofar and to the extent such losses, claims, damages, liabilities or actions arise out of or are based upon any untrue statement by the Developer of a material fact or the omission or alleged omission of a material fact in the above-referenced information in the Preliminary Official Statement as of its date, necessary to make the statements made by the Developer contained therein, in light of the circumstances under which they were made not misleading. This indemnity provision shall not be construed as a limitation on any other liability which the Developer may otherwise have to any indemnified party, provided that in no event shall the Developer be obligated for double indemnification, or for the negligence or willful misconduct of an indemnified party.

20. If between the date hereof and the Closing Date any event relating to or affecting the Developer, its Relevant Entities, the proposed development of the Property, ownership of the Property, the Developer's development plan, the Developer's financing plan, the Developer's lenders, if any, and contractual arrangements of the Developer or any Relevant Entities (including, if material to the Developer's development plan or the Developer's financing plan, other loans of such Relevant Entities) shall occur of which the undersigned has actual knowledge and which the undersigned believes would cause the information under the sections of the Preliminary Official Statement indicated in Paragraph 7 hereof, to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Developer shall notify the City, the Community Facilities District and the Underwriter and if in the opinion of counsel to the City, the Community Facilities District or the Underwriter such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, the Developer shall reasonably cooperate with the City and the Community Facilities District in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance satisfactory to counsel to the City and to the Underwriter.

21. The Developer agrees to deliver a Closing Certificate dated the date of issuance of the 2023 Bonds at the time of issuance of the 2023 Bonds in substantially the form attached as Exhibit A. If any event related to or affecting the Developer, its Relevant Entities, or the ownership, development, or sale of the Property occurs, as a result of which it is necessary to modify the Closing Certificate, the Developer agrees to deliver a new Closing Certificate revised to reflect such event.

22. The Developer acknowledges and agrees that: (i) in connection with the purchase and sale of the 2023 Bonds under the Purchase Agreement, and with the discussions, undertakings and procedures leading up to the consummation of the purchase and sale of the 2023 Bonds under the Purchase Agreement, the Underwriter is and has been acting solely as principal and is not acting as the agent or fiduciary of the Developer; (ii) the Underwriter has not assumed a fiduciary responsibility in favor of the Developer with respect to (a) the offering of the 2023 Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Developer on other matters), or (b) any other obligation to the Developer with respect to the offering contemplated by the Purchase Agreement; and (iii) the Developer has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with the offering contemplated by the Purchase Agreement.

23. On behalf of the Developer, the undersigned has reviewed the contents of this Letter of Representations and has had the opportunity to discuss with counsel to the Developer the meaning of its contents. The undersigned acknowledges and understands that a variety of state and federal securities laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Developer and that under some circumstances certification as to the matters set forth in this Letter of Representations, without additional disclosures or other action, may not fully discharge all duties and obligations of the Developer under such securities laws.

[Signature Page Follows]

The undersigned has executed this Letter of Representations solely in his or her capacity as an authorized representative of Developer and he or she will have no personal liability arising from or relating to this Letter of Representations. Any liability arising from or relating to this Letter of Representations may only be asserted against the Developer.

**TRI POINTE HOMES IE-SD, INC.**

By: \_\_\_\_\_

**EXHIBIT A**

**CITY OF BEAUMONT  
COMMUNITY FACILITIES DISTRICT NO. 2016-3 (SUNDANCE)  
2023 SPECIAL TAX BONDS**

**FORM OF CLOSING CERTIFICATE OF  
TRI POINTE HOMES IE-SD, INC.**

[Closing Date]

City of Beaumont Community Facilities District No. 2016-3 (Sundance)  
Beaumont, California

Stifel, Nicolaus & Company, Incorporated  
Los Angeles, California

Ladies and Gentlemen:

Reference is made to the City of Beaumont Community Facilities District No. 2016-3 (Sundance) (the “**Community Facilities District**”) and the City of Beaumont Community Facilities District No. 2016-3 (Sundance) 2023 Special Tax Bonds (the “**2023 Bonds**”) and to the Bond Purchase Agreement, dated [BPA Date] (the “**Purchase Agreement**”), entered into in connection therewith. This Closing Certificate of Tri Pointe Homes IE-SD, Inc. (the “**Closing Certificate**”) is delivered by Tri Pointe Homes IE-SD, Inc. (the “**Developer**”) pursuant to the Purchase Agreement. Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Letter of Representations of Tri Pointe Homes IE-SD, Inc. (the “**Letter of Representations**”), dated [POS Date] delivered by the Developer, a copy of which is attached hereto as Exhibit A.

The undersigned certifies that he is familiar with the facts herein certified and is authorized and qualified to certify the same as an authorized officer or representative of the Developer, and the undersigned, on behalf of the Developer, further certifies as follows:

1. The Developer has received the final Official Statement relating to the 2023 Bonds (the “**Official Statement**”). Each statement, representation and warranty made in the Letter of Representations is true and correct in all material respects on and as of the date hereof with the same effect as if made on the date hereof, except that all references therein to the Preliminary Official Statement shall be deemed to be references to the final Official Statement.

2. To the Actual Knowledge of the Undersigned, no event has occurred since the date of the Preliminary Official Statement affecting the statements and information described in Paragraph 7 of the Letter of Representations relating to the Developer, and its Relevant Entities, the proposed development of the Property, ownership of the Property, the Developer’s development plan, the Developer’s financing plan, the Developer’s lenders, if any, and contractual arrangements of the Developer or any Relevant Entities (including, if material to the Developer’s development plan or the Developer’s financing plan other loans of such Relevant Entities) which should be disclosed in the Official Statement for the purposes for which it is to be used in order to make such statements and information contained in the Official Statement not misleading in any material respect.



3. For the period through 25 days after the “End of the Underwriting Period” as defined in the Purchase Agreement (provided the Developer may assume the End of the Underwriting Period is the Closing Date (as defined in the Purchase Agreement), unless it receives written notice from the Underwriter that the End of the Underwriting Period is later than the Closing Date), if any event relating to or affecting the Developer, its Relevant Entities or the development of the Property shall occur as a result of which the information referred to in Paragraph 7 of the Letter of Representations contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Developer shall notify the City, the Community Facilities District and the Underwriter, and if, in the opinion of counsel to the City, the Community Facilities District or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the information described in the sections of the Official Statement referenced in Paragraph 7 of the Letter of Representations, the Developer shall reasonably cooperate with the City, the Community Facilities District and the Underwriter in the preparation of an amendment or supplement by the Community Facilities District to the Official Statement in form and substance satisfactory to counsel to the City, the Community Facilities District and the Underwriter which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing as of the date of the amendment or supplement to the Official Statement, not misleading.

4. The Developer has duly executed and delivered the Continuing Disclosure Certificate.

[Signature Page Follows]

The undersigned has executed this Closing Certificate solely in his or her capacity as an authorized representative of Developer and he or she will have no personal liability arising from or relating to this Closing Certificate. Any liability arising from or relating to this Closing Certificate may only be asserted against the Developer.

**TRI POINTE HOMES IE-SD, INC.**

By: \_\_\_\_\_

**EXHIBIT B**

**CITY OF BEAUMONT  
COMMUNITY FACILITIES DISTRICT NO. 2016-3 (SUNDANCE)  
2023 SPECIAL TAX BONDS**

**DEVELOPER PROVIDED INFORMATION IN APPRAISAL REPORT**

See attached.

## DISTRICT CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate dated June \_\_, 2023 (the “Disclosure Certificate”) is executed and delivered by City of Beaumont Community Facilities District No. 2016-3 (Sundance) (the “District”) in connection with the issuance and delivery by the District of its \$\_\_\_\_\_ 2023 Special Tax Bonds (the “Bonds”). The Bonds are being issued pursuant to a resolution adopted on May 2, 2023, by the City Council of the City of Beaumont, acting as the legislative body of the District, and the Bond Indenture dated as of May 1, 2023, by and between the District and Wilmington Trust, National Association, as trustee. The District covenants as follows:

Section 1. Purpose of the Disclosure Agreement. This Disclosure Certificate is being executed and delivered by the District for the benefit of the Owners and Beneficial Owners of the Bonds and in order to assist the Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission.

Section 2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the District pursuant to, and as described in, Section 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income purposes.

“City” means the City of Beaumont.

“Disclosure Representative” shall mean the City Manager, or his or her designee, or such other officer or employee as the District shall designate in writing to the Dissemination Agent from time to time.

“Dissemination Agent” shall mean, initially, Webb Municipal Finance, LLC, or any successor Dissemination Agent designated in writing by the District and which has filed with the then current Dissemination Agent a written acceptance of such designation.

“District” shall mean City of Beaumont Community Facilities District No. 2016-3 (Sundance).

“EMMA” shall mean the Electronic Municipal Market Access system of the MSRB.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“MSRB” shall mean the Municipal Securities Rulemaking Board and any successor entity designated under the Rule as the repository for filings made pursuant to the Rule.

“Official Statement” shall mean that certain Official Statement for the Bonds dated May \_\_, 2023.

“Owners” shall mean the registered owners of the Bonds as set forth in the registration books maintained by the Trustee.

“Repository” shall mean the MSRB or any other entity designated or authorized by the Securities and Exchange Commission to receive reports pursuant to the Rule. Unless otherwise designated by the MSRB or

the Securities and Exchange Commission, filings with the MSRB are to be made through the EMMA website of the MSRB, currently located at <http://emma.msrb.org>.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of California.

“Trustee” means Wilmington Trust, National Association or such other entity appointed by the District pursuant to the Indenture to act as the trustee under the Indenture.

“Underwriter” shall mean any underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

### Section 3. Provision of Annual Reports.

(a) The District shall, or, if the Dissemination Agent is other than the District, upon written direction shall cause the Dissemination Agent to, not later than February 10 after the end of the District’s Fiscal Year (June 30) commencing with the report due by February 10, 2024, provide to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City, if any exist, may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the District’s fiscal year changes, the District shall give notice of such change in the same manner as for a Listed Event under Section 5(d).

(b) In the event that the Dissemination Agent is an entity other than the District, then the provisions of this Section 3(b) shall apply. Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for providing the Annual Report, the District shall provide the Annual Report to the Dissemination Agent. If by fifteen (15) Business Days prior to the due date for an Annual Report the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the District to determine if the District will be filing the Annual Report in compliance with subsection (a). The District shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder. The Dissemination Agent may conclusively rely upon such certification of the District and shall have no duty or obligation to review such Annual Report.

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to EMMA by the date required in subsection (a), the Dissemination Agent shall send, in a timely manner, a notice to EMMA, in the form required by EMMA.

(d) If the Dissemination Agent is other than the District, the Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of the repository if other than the MSRB through EMMA; and

(ii) promptly after receipt of the Annual Report, file a report with the District certifying that the Annual Report has been provided to EMMA and the date it was provided.

(e) Notwithstanding any other provision of this Disclosure Certificate, all filings shall be made in accordance with the MSRB’s EMMA system or in another manner approved under the Rule.

Section 4. Content of Annual Reports. The Annual Report shall contain or include by reference the following:

(a) Financial Statements. The audited financial statements of the City for the prior fiscal year, if any have been prepared and which, if prepared, shall be prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board; provided, however, that the City may, from time to time, if required by federal or state legal requirements, modify the basis upon which its financial statements are prepared. In the event that the City shall modify the basis upon which its financial statements are prepared, the District shall provide the information referenced in Section 8 below regarding such modification. If the City is preparing audited financial statements and such audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Financial and Operating Data. The Annual Report shall contain or incorporate by reference the following:

(i) the principal amount of the Bonds outstanding as of the September 2 preceding the filing of the Annual Report;

(ii) the balance in each fund under the Indenture and the Reserve Requirement as of the September 30 preceding the filing of the Annual Report;

(iii) any changes to the Rate and Method of Apportionment of the Special Taxes approved or submitted to the qualified electors of the District for approval prior to the filing of the Annual Report;

(iv) an update of the value-to-lien ratio for the District substantially in the form of Table 2 in the Official Statement based upon the most recent Special Tax levy preceding the date of the Annual Report and on the assessed values of property for the current fiscal year;

(v) the status of any foreclosure actions being pursued by the District with respect to delinquent Special Taxes;

(vi) a statement whether the District has been included in the County of Riverside's Teeter Plan;

(vii) a description of the collection and delinquency rate of Special Taxes in the District for the Fiscal Year then ended; and

(viii) any information not already included under (i) through (vii) above that the District is required to file in its annual report pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended, with the California Debt and Investment Advisory Commission.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which have been submitted to EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB through EMMA. The District shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the District shall give, or cause the Dissemination Agent to give, notice filed with the Repository of the occurrence of any of the following events with respect to the Bonds in a timely manner not more than ten (10) business days after the event:

1. principal and interest payment delinquencies;
2. unscheduled draws on debt service reserves reflecting financial difficulties;
3. unscheduled draws on credit enhancements reflecting financial difficulties;
4. substitution of credit or liquidity providers, or their failure to perform;
5. adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability or of a Notice of Proposed Issue (IRS Form 5701-TEB);
6. tender offers;
7. defeasances;
8. ratings changes;
9. bankruptcy, insolvency, receivership or similar proceedings; and

Note: for the purposes of the event identified in subparagraph (9), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

10. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

(b) Pursuant to the provisions of this Section 5, the District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. unless described in paragraph 5(a)(5) above, notices or determinations by the Internal Revenue Service with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;
2. the consummation of a merger, consolidation or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

3. appointment of a successor or additional paying agent or the change of the name of a paying agent;
4. nonpayment related defaults;
5. modifications to the rights of Owners of the Bonds;
6. bond calls
7. release, substitution or sale of property securing repayment of the Bonds; and
8. incurrence of a financial obligation of the obligated person, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders.

(c) Upon the occurrence of a Listed Event under Section 5(b) above, the District shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If the District determines that knowledge of the occurrence of a Listed Event under Section 5(b) would be material under applicable federal securities laws, the District shall file a notice of such occurrence with the Repository in a timely manner not more than 10 business days after the event.

(e) The District hereby agrees that the undertaking set forth in this Disclosure Certificate is the responsibility of the District and that the Dissemination Agent, if other than the District, shall not be responsible for determining whether the District's instructions to the Dissemination Agent under this Section 5 comply with the requirements of the Rule.

(f) For purposes of the events identified in subparagraphs (a)(10) and (b)(8) under this Section 5, the term "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule and a continuing disclosure undertaking has been entered into.

Section 6. Termination of Reporting Obligation. The District's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds.

Section 7. Dissemination Agent. The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be Webb Municipal Finance, LLC. The Dissemination Agent, if other than the District, shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Disclosure Certificate. If at any time there is not any other designated Dissemination Agent, the Trustee shall be the Dissemination Agent. The initial Dissemination Agent shall be the District. The Dissemination Agent may resign by providing thirty (30) days written notice to the District and the Trustee.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver is related to the provisions of Sections 3(a), 4, or 5, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in



law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking hereunder, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the District shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment related to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the formed accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the District to comply with any provision of this Disclosure Certificate, the Trustee at the written direction of any Underwriter or the Owners of at least 25% aggregate principal amount of Outstanding Bonds, shall, or any Owner or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Certificate, but only to the extent funds have been provided to it or it has been otherwise indemnified to its satisfaction from any cost, liability, expense or additional charges of the Trustee whatsoever, including, without limitation, fees and expenses of its attorney. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. Where an entity other than the District is acting as the Dissemination Agent, the Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the District agrees to indemnify and save the Dissemination Agent and its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Notices. Any notices or communications to or among any of the parties to this Disclosure Certificate may be given as follows:

District: City of Beaumont  
Community Facilities District No. 2016-3  
55 East Sixth Street  
Beaumont, CA 92223  
Attn: City Manager

Underwriter: Stifel, Nicolaus & Company, Incorporated  
515 South Figueroa Street, Suite 1800  
Los Angeles, CA 90071  
Attn: Thomas Jacob

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notice or communications should be sent.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Trustee, the Dissemination Agent, the Underwriter and Owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

This Disclosure Certificate is executed as of the date and year first set forth above.

CITY OF BEAUMONT COMMUNITY FACILITIES  
DISTRICT NO. 2016-3 (SUNDANCE)

By: \_\_\_\_\_  
Disclosure Representative

**PRELIMINARY OFFICIAL STATEMENT DATED MAY \_\_, 2023**

**NEW ISSUE—BOOK-ENTRY-ONLY**

**NO RATING**

*In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California (“Bond Counsel”), under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. In the further opinion of Bond Counsel, interest (and original issue discount) on the Bonds is exempt from State of California personal income tax. See “TAX MATTERS” with respect to tax consequences relating to the Bonds, including with respect to the alternative minimum tax imposed on certain large corporations for tax years beginning after December 31, 2022.*

**\$8,890,000\***

**CITY OF BEAUMONT  
COMMUNITY FACILITIES DISTRICT NO. 2016-3 (SUNDANCE)  
2023 SPECIAL TAX BONDS**

**Dated: Delivery Date**

**Due: September 1, as shown on the inside cover page**

This Official Statement describes bonds that are being issued by the City of Beaumont Community Facilities District No. 2016-3 (Sundance) (the “District”). The City of Beaumont Community Facilities District No. 2016-3 (Sundance) 2023 Special Tax Bonds (the “Bonds”) are being issued by the District to (a) pay the cost and expense of certain public facilities; (b) fund a reserve account securing the Bonds; and (c) pay costs of issuance of the Bonds.

The Bonds are authorized to be issued pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 *et seq.* of the Government Code of the State of California), and pursuant to a resolution adopted by the City Council of the City of Beaumont (the “City”), acting as the legislative body of the District, and a Bond Indenture, dated as of May 1, 2023 (the “Indenture”), by and between the District and Wilmington Trust, National Association, as trustee (the “Trustee”).

**The Bonds are limited obligations of the District and are payable solely from revenues derived from certain annual Special Taxes (as defined herein) to be levied on and collected from the owners of parcels within the District subject to the Special Taxes and from certain other funds pledged under the Indenture, all as further described herein. The Special Taxes are to be levied according to the rate and method of apportionment approved by the City Council of the City and the qualified electors within the District. See “SOURCES OF PAYMENT FOR THE BONDS—Special Taxes.” The City Council of the City is the legislative body of the District.**

The Bonds are issuable in fully registered form and when issued will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”). Individual purchases of the Bonds may be made in principal amounts of \$5,000 and integral multiples thereof and will be in book-entry form only. Purchasers of Bonds will not receive certificates representing their beneficial ownership of the Bonds but will receive credit balances on the books of their respective nominees. Interest on the Bonds will be payable semiannually on each March 1 and September 1, commencing September 1, 2023. The Bonds will not be transferable or exchangeable except for transfer to another nominee of DTC or as otherwise described herein. Principal of and interest on the Bonds will be paid by the Trustee to DTC for subsequent disbursement to DTC Participants who will remit such payments to the beneficial owners of the Bonds. See “THE BONDS—General Provisions” and APPENDIX G—“BOOK-ENTRY ONLY SYSTEM” herein.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE DISTRICT, THE CITY, THE COUNTY OF RIVERSIDE, THE STATE OF CALIFORNIA, OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS. EXCEPT FOR THE NET TAXES, NO OTHER REVENUES OR TAXES ARE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS ARE NOT GENERAL OR SPECIAL OBLIGATIONS OF THE CITY OR GENERAL OBLIGATIONS OF THE DISTRICT BUT ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY FROM NET TAXES TO BE LEVIED IN THE DISTRICT AND CERTAIN OTHER AMOUNTS HELD UNDER THE BOND INDENTURE AS MORE FULLY DESCRIBED HEREIN.

The Bonds are subject to redemption prior to maturity as set forth herein. See “THE BONDS—Redemption” herein.

**THE BONDS ARE NOT RATED BY ANY RATING AGENCY, AND INVESTMENT IN THE BONDS INVOLVES SIGNIFICANT RISKS THAT ARE NOT APPROPRIATE FOR CERTAIN INVESTORS. CERTAIN EVENTS COULD AFFECT THE ABILITY OF THE DISTRICT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS WHEN DUE. SEE THE SECTION OF THIS OFFICIAL STATEMENT ENTITLED “SPECIAL RISK FACTORS” FOR A DISCUSSION OF CERTAIN RISK FACTORS THAT SHOULD BE CONSIDERED, IN ADDITION TO THE OTHER MATTERS SET FORTH HEREIN, IN EVALUATING THE INVESTMENT QUALITY OF THE BONDS.**

This cover page contains certain information for general reference only. It is not intended to be a summary of the security or terms of this issue. Investors are advised to read the entire Official Statement to obtain information essential to the making of an informed investment decision.

**MATURITY SCHEDULE**  
(See Inside Cover Page)

The Bonds are offered when, as and if issued and accepted by the Underwriter, subject to approval as to their legality by Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, Bond Counsel, and subject to certain other conditions. Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California is serving as Disclosure Counsel to the District with respect to the Bonds. Certain legal matters will be passed on for the City and the District by Slovak, Baron, Empey, Murphy & Pinkney LLP, Palm Springs, California, and for the Underwriter by its counsel, Kutak Rock LLP, Irvine, California. It is anticipated that the Bonds in book-entry form will be available for delivery through the facilities of DTC on or about \_\_, 2023.

**[STIFEL LOGO]**

Dated: May \_\_, 2023

\* Preliminary, subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold, nor may offers to buy them be accepted, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of, these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful.

**\$8,890,000\***  
**CITY OF BEAUMONT**  
**COMMUNITY FACILITIES DISTRICT NO. 2016-3**  
**2023 SPECIAL TAX BONDS**

**MATURITY SCHEDULE**

**Base CUSIP No.<sup>†</sup>: 074434**

**Serial Bonds**

<i>Maturity Date (September 1)</i>	<i>Principal Amount</i>	<i>Interest Rate</i>	<i>Yield</i>	<i>Price</i>	<i>CUSIP No.<sup>†</sup></i>
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**Term Bonds**

\$ _____	_____ %	Term Bonds due September 1, 20__	Yield: _____ %	Price: _____	<sup>C</sup> CUSIP No. <sup>†</sup> _____
\$ _____	_____ %	Term Bonds due September 1, 20__	Yield: _____ %	Price: _____	<sup>C</sup> CUSIP No. <sup>†</sup> _____
\$ _____	_____ %	Term Bonds due September 1, 2053	Yield: _____ %	Price: _____	<sup>C</sup> CUSIP No. <sup>†</sup> _____

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<sup>\*</sup> Preliminary, subject to change.

<sup>†</sup> CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by S&P Global Market Intelligence. Copyright© 2023 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the Underwriter or the District or their agents or counsel assume responsibility for the accuracy of such numbers.

<sup>C</sup> Priced to first optional redemption date of September 1, 20\_\_ at \_\_\_\_.

**CITY OF BEAUMONT  
COUNTY OF RIVERSIDE**

**CITY COUNCIL**  
**Serving as the Legislative Body of**  
**City of Beaumont Community Facilities District No. 2016-3 (Sundance)**

Julio Martinez III, Mayor  
David Fenn, Mayor Pro Tem  
Mike Lara, Council Member  
Jessica Voigt, Council Member  
Lloyd White, Council Member

**CITY OFFICIALS**

Elizabeth Gibbs, City Manager  
Jennifer Ustation, Finance Director  
Steven Mehlman, City Clerk  
John Pinkney, City Attorney

**BOND COUNSEL AND DISCLOSURE COUNSEL**

Stradling Yocca Carlson & Rauth,  
a Professional Corporation,  
Newport Beach, California

**MUNICIPAL ADVISOR**

Urban Futures, Inc.  
Orange, California

**SPECIAL TAX CONSULTANT**

Webb Municipal Finance, LLC  
Riverside, California

**REAL ESTATE APPRAISER**

Integra Realty Resources  
Rocklin, California

**TRUSTEE**

Wilmington Trust, National Association  
Costa Mesa, California

Except where otherwise indicated, all information contained in this Official Statement has been provided by the City and the District. No dealer, broker, salesperson or other person has been authorized by the City, the District, the Trustee or the Underwriter to give any information or to make any representations in connection with the offer or sale of the Bonds other than those contained in this Official Statement and, if given or made, such other information or representations must not be relied upon as having been authorized by the City, the District, the Trustee or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers or owners of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described in this Official Statement, are intended solely as such and are not to be construed as representations of fact. This Official Statement, including any supplement or amendment to this Official Statement, is intended to be deposited with the Electronic Municipal Market Access System of the Municipal Securities Rulemaking Board, which can be found at [www.emma.msrb.org](http://www.emma.msrb.org).

The information set forth in this Official Statement which has been obtained from third party sources is believed to be reliable, but such information is not guaranteed as to accuracy or completeness by the City or the District. The information and expressions of opinion in this Official Statement are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or the District or any other parties described in this Official Statement since the date of this Official Statement. All summaries of the Indenture or other documents are made subject to the provisions of such documents respectively and do not purport to be complete statements of any or all of such provisions. Reference is made by this Official Statement to such documents on file with the City for further information. While the City maintains an internet website for various purposes, none of the information on that website is incorporated by reference herein or intended to assist investors in making any investment decision or to provide any continuing information with respect to the Bonds or any other bonds or obligations of the City. Any such information that is inconsistent with the information set forth in this Official Statement should be disregarded.

The Underwriter has provided the following sentence for inclusion in this Official Statement:

The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “project,” “budget” or other similar words. Such forward-looking statements include, but are not limited to, certain statements contained in the information under the caption “THE COMMUNITY FACILITIES DISTRICT.”

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THE FORWARD-LOOKING STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT.

**IN CONNECTION WITH THE OFFERING OF THE BONDS, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF SUCH BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.**

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXEMPTION CONTAINED IN SUCH ACT. THE BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

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**[INSERT LOCATION MAP HERE]**

**[INSERT REGIONAL MAP HERE]**

**[INSERT AERIAL PHOTO HERE]**

**\$8,890,000\***  
**CITY OF BEAUMONT**  
**COMMUNITY FACILITIES DISTRICT NO. 2016-3 (SUNDANCE)**  
**2023 SPECIAL TAX BONDS**

**INTRODUCTION**

The purpose of this Official Statement, which includes the cover page, the table of contents and the appendices (collectively, the “Official Statement”), is to provide certain information concerning the issuance by the City of Beaumont Community Facilities District No. 2016-3 (Sundance) (the “District”) of its 2023 Special Tax Bonds (the “Bonds”) in the aggregate principal amount of \$8,890,000\*. The proceeds of the Bonds will be used to (a) pay the cost and expense of certain public facilities; (b) fund a reserve account securing the Bonds; and (c) pay costs of issuance of the Bonds. See “ESTIMATED SOURCES AND USES OF FUNDS.”

The Bonds are authorized to be issued pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Section 53311 *et seq.* of the Government Code of the State of California) (the “Act”), and pursuant to a resolution adopted by the City Council of the City of Beaumont (the “City Council”), acting as the legislative body of the District, on March 21, 2023 and a Bond Indenture dated as of May 1, 2023 (the “Indenture”), by and between the District and Wilmington Trust, National Association, as trustee (the “Trustee”).

The Bonds are secured under the Indenture by a pledge of and lien upon Net Taxes (as defined herein) levied on parcels within the District and all moneys in the Special Tax Fund as described in the Indenture. See “SOURCES OF PAYMENT FOR THE BONDS.”

The Bonds are being issued and delivered pursuant to the provisions of the Act and the Indenture. The Bonds are being sold pursuant to a Bond Purchase Agreement between the Underwriter (defined below) and the District. For more complete information, see “THE BONDS—General Provisions” and “UNDERWRITING” herein.

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement and the documents summarized or described herein. A full review should be made of the entire Official Statement. The sale and delivery of Bonds to potential investors is made only by means of the entire Official Statement. All capitalized terms used in this Official Statement and not defined shall have the meaning set forth in APPENDIX D—“SUMMARY OF CERTAIN PROVISIONS OF THE BOND INDENTURE—DEFINITIONS” herein.

**The District**

**General.** The District is located in the northeastern portion of the City of Beaumont (the “City”) and is bounded by Starlight Avenue to the west, N. Highland Springs Avenue to the east and Cougar Way to the north. Tri Pointe Homes IE-SD, Inc., a California corporation (the “Developer” or “Tri Pointe”), is developing the land within the District into a residential development of 704 age-restricted (55+) single family detached homes known as “Altis Beaumont” in the City. Located at the center of Altis Beaumont is a 16,000 square foot community center (“The Vuepoint”) that offers several swimming pools, five pickleball courts, a billiards lounge, a fitness club, as well as studies and outdoor event spaces. Since the first homes were completed in 2019, Altis Beaumont has won several architectural design and planning awards.

The District is part of a master planned community known as “Sundance.” At buildout, Sundance is expected to consist of approximately 4,450 residential units on approximately 1,195 acres of land, with 13.5

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\* Preliminary, subject to change.

acres of commercial/industrial land uses and the balance set aside for public/quasi/public uses. The Sundance master planned community is complete, with the exception of the remaining units to be developed and sold in the District.

As of February 1, 2023, the date of value set forth in the Appraisal Report (as hereinafter defined), 416 homes within the District had been built and sold to individual homeowners, and Tri Pointe owned 24 completed homes (4 of which were in escrow) which include 12 model homes, 23 homes under construction (none of which were in escrow), 116 lots in a finished condition without any vertical construction thereon (none of which were in escrow), and 125 lots in a partially finished condition (none of which were in escrow).

As of February 1, 2023, the date of value set forth in the Appraisal Report, building permits had been issued for 561 of the parcels within the District and no additional building permits were issued prior to March 1, 2023; accordingly, 561 lots will be classified as Developed Property, and Special Taxes will be levied against such properties in Fiscal Year 2023-24. The Bonds have been sized so that the Assigned Special Taxes on the 561 parcels of Developed Property produce an amount equal to at least 110% of the debt service due on the Bonds plus Administrative Expenses of \$30,000. Neither the Assigned Special Taxes nor the Administrative Expenses escalate over time.

As of April 10, 2023, an additional 8 completed homes had been conveyed to individual homeowners and 14 homes were under contract to be sold. Homes under contract may not result in closed escrows as sales contracts are subject to cancellation. The Developer currently expects to complete and convey all homes planned within the District to individual homebuyers by the third quarter of 2025. See “PROPERTY OWNERSHIP AND THE DEVELOPMENT” and “SPECIAL RISK FACTORS” — “Increasing Mortgage Interest Rates” for a discussion on how rising mortgage interest rates may impact the Developer’s ability to complete development within the District as planned.

All property planned for residential development in the District is being developed by the Developer. The area remaining to be built in the District has been graded; however, certain infrastructure (water, street improvements, streetlights and dry utilities including power, gas cable and phone) necessary to build out the balance of homes remains to be completed within the District. See the aerial photo of the District following the table of contents for a depiction of the development of the District as of December 4, 2022.

***Formation Proceedings.*** The District was formed by the City pursuant to the Act and constitutes a governmental entity separate and apart from the City.

The Act was enacted by the California legislature to provide an alternative method of financing certain public capital facilities and services, especially in developing areas of the State. Any local agency (as defined in the Act) may establish a community facilities district to provide for and finance the cost of eligible public facilities and services. Generally, the legislative body of the local agency which forms a community facilities district acts on behalf of such district as its legislative body. Subject to approval by two-thirds of the votes cast at an election and compliance with the other provisions of the Act, a legislative body of a local agency may issue bonds for a community facilities district and may levy and collect a special tax within such district to repay such indebtedness.

Pursuant to the Act, the City formed the District on February 7, 2017. Subsequent to a noticed public hearing on February 7, 2017, the City Council adopted resolutions which established the District, authorized the levy a special tax within the District, determined the necessity to incur bonded indebtedness within the District, and called an election within the District on the proposition of incurring bonded indebtedness, levying a special tax and setting an appropriations limit within the District.

On February 7, 2017, an election was held within the District at which the landowners eligible to vote approved the issuance of bonds for the District in an amount not to exceed \$22,000,000 and approved a rate and

method of apportionment of special tax for the District (the “Rate and Method”). A copy of the Rate and Method is attached hereto as Appendix A.

### **Forward Looking Statements**

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as a “plan,” “expect,” “estimate,” “project,” “budget” or similar words. Such forward-looking statements include, but are not limited to certain statements contained in the information under the captions “—Appraisal Report” and “THE COMMUNITY FACILITIES DISTRICT.”

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE DISTRICT DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THE FORWARD-LOOKING STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT.

### **Sources of Payment for the Bonds**

**General.** The Bonds and any Parity Bonds are limited obligations of the District, and the interest on and principal of and redemption premiums, if any, on the Bonds and any Parity Bonds are payable solely from the Special Taxes to be levied annually against the property in the District, or, to the extent necessary, from the moneys on deposit in the Reserve Account. As described herein, the Special Taxes are collected along with *ad valorem* property taxes on the tax bills mailed by the Treasurer-Tax Collector of the County of Riverside (the “County”). Although the Special Taxes will constitute a lien on the property subject to taxation in the District, they will not constitute a personal indebtedness of the owners of such property. There is no assurance that such owners will be financially able to pay the annual Special Taxes or that they will pay such taxes even if they are financially able to do so.

As further development occurs within the District, the District expects to issue Parity Bonds for the purpose of financing additional facilities.

**Limited Obligations.** Except for the Special Taxes, no other taxes are pledged to the payment of the Bonds and any Parity Bonds. The Bonds and any Parity Bonds are not general or special obligations of the City nor general obligations of the District, but are special obligations of the District payable solely from Special Taxes collected in the District and amounts held under the Indenture as more fully described herein.

**Special Tax.** As used in this Official Statement, the term “Special Tax” is that tax which has been authorized pursuant to the Act to be levied against certain land within the District pursuant to the Act and in accordance with the Rate and Method to pay for facilities only, but excluding penalties and interest imposed upon delinquent installments. See “SOURCES OF PAYMENT FOR THE BONDS—Special Taxes” and APPENDIX A—“RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX.” Under the Indenture, the District will pledge to repay the Bonds and any Parity Bonds from the Special Tax revenues remaining after the payment of annual Administrative Expenses of the District up to the Administrative Expenses Cap (the “Net Taxes”) and from amounts on deposit in the Special Tax Fund established under the Indenture.

The Special Taxes are the primary security for the repayment of the Bonds and any Parity Bonds. In the event that the Special Taxes are not paid when due, the only sources of funds available to pay the debt service

on the Bonds and any Parity Bonds are amounts held by the Trustee in the Special Tax Fund, including amounts held in the Reserve Account therein. See “SOURCES OF PAYMENT FOR THE BONDS—2023 Bonds Reserve Subaccount of the Reserve Account of the Special Tax Fund.”

The Special Tax was first levied in Fiscal Year 2019-20. See Table 7 herein under the caption “THE COMMUNITY FACILITIES DISTRICT—Delinquency History” for more information related to prior years Special Tax levies and delinquencies. No assurances can be made that Special Taxes will be collected in an amount required to make debt service payments on the Bonds. See “THE COMMUNITY FACILITIES DISTRICT—Delinquency History” and “SPECIAL RISK FACTORS—Special Tax Delinquencies” and “SPECIAL RISK FACTORS —Insufficiency of Special Taxes.”

**2023 Bonds Reserve Subaccount.** The Indenture creates a 2023 Bonds Reserve Subaccount in the Reserve Account for the Bonds. In order to secure further the payment of principal of and interest on the Bonds, the District is required, upon delivery of the Bonds, to deposit in the 2023 Bonds Reserve Subaccount an amount equal to the 2023 Bonds Reserve Requirement and thereafter to maintain in the 2023 Bonds Reserve Subaccount an amount equal to the 2023 Bonds Reserve Requirement. The initial 2023 Bonds Reserve Requirement shall be \$ \_\_\_\_\_, and the 2023 Bonds Reserve Requirement shall never exceed this amount. See “SOURCES OF PAYMENT FOR THE BONDS—2023 Bonds Reserve Subaccount of the Reserve Account of the Special Tax Fund.”

**Foreclosure Proceeds.** The District will covenant in the Indenture for the benefit of the owners of the Bonds and Parity Bonds that it will: (i) commence judicial foreclosure proceedings against parcels with delinquent Special Taxes in excess of \$2,500 by the December 1 following the close of each Fiscal Year in which such Special Taxes were due; (ii) commence judicial foreclosure proceedings against all parcels with delinquent Special Taxes by the December 1 following the close of each Fiscal Year in which it receives Special Taxes in an amount which is less than 95% of the total Special Tax levied; and (iii) diligently pursue such foreclosure proceedings until the delinquent Special Taxes are paid; provided that, notwithstanding the foregoing, the District may elect to defer foreclosure proceedings on any parcel so long as the amount in the 2023 Bonds Reserve Subaccount is at least equal to the 2023 Bonds Reserve Requirement and the amount in all other Subaccounts of the Reserve Account is at least equal to the applicable Reserve Requirement. See the caption “SOURCES OF PAYMENT FOR THE BONDS — Special Taxes — *Proceeds of Foreclosure Sales.*” There is no assurance that the property within the District can be sold for the appraised or assessed values described herein, or for a price sufficient to pay the principal of and interest on the Bonds in the event of a default in payment of Special Taxes by the current or future landowners within the District. See the caption “SPECIAL RISK FACTORS —Property Values.”

The District does not participate in the County’s Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the “Teeter Plan”); accordingly, the collection of Special Taxes is subject to delinquency. See “SOURCES OF PAYMENT FOR THE BONDS—No Teeter Plan.”

**NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE DISTRICT, THE CITY, THE COUNTY OF RIVERSIDE, THE STATE OF CALIFORNIA, OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS. EXCEPT FOR THE SPECIAL TAXES, NO OTHER TAXES ARE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS ARE NOT GENERAL OR SPECIAL OBLIGATIONS OF THE CITY OR GENERAL OBLIGATIONS OF THE DISTRICT, BUT ARE SPECIAL OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY FROM NET TAXES AND CERTAIN AMOUNTS HELD UNDER THE BOND INDENTURE AS MORE FULLY DESCRIBED HEREIN.**

**Additional Parity Bonds.** Under the Indenture, the District may issue additional indebtedness in an amount not to exceed \$13,110,000\* secured by the Net Taxes on a parity with the Bonds (“Parity Bonds”) to

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\* Preliminary, subject to change.

finance additional Project Costs and for refunding all or a portion of the Bonds or Parity Bonds. See the caption “SOURCES OF PAYMENT FOR THE BONDS — Issuance of Parity Bonds.” Other taxes and/or special assessments with liens equal in priority to the continuing lien of the Special Taxes may also be levied in the future on the property within the District, which could adversely affect the willingness of the landowners to pay the Special Taxes when due. See the captions “THE COMMUNITY FACILITIES DISTRICT — Direct and Overlapping Debt” and “SPECIAL RISK FACTORS — Direct and Overlapping Indebtedness.” The District expects to issue Parity Bonds for the purpose of financing additional facilities.

**Liens.** Other taxes and/or special assessments with liens equal in priority to the continuing lien of the Special Taxes have been levied and may also be levied in the future on the property within the District which could adversely affect the willingness of the landowners to pay the Special Taxes when due. See “SPECIAL RISK FACTORS—Parity Taxes and Special Assessments” herein. See Table 5 for a description of the direct and overlapping debt applicable to the parcels within the District.

### **Appraisal Report**

An MAI appraisal of the land and existing improvements within the District (the “Appraisal Report”) dated February 9, 2023 and a Bring Forward Letter (the “Bring Forward Letter”) dated April 17, 2023, were prepared by Integra Realty Resources, Rocklin, California (the “Appraiser”). See APPENDIX I—“APPRAISAL REPORT.” The Appraisal Report provides an estimate of the approximate market value of certain of the property in the District, assuming development of the property as currently planned and assessed value for the remainder of the property. As currently planned, development in the District will consist of 704 residential units. The Appraisal Report appraised 494 of the lots within the District (\$132,062,000) and relied on the assessed value for the remaining 210 lots (\$87,152,262). As of February 1, 2023, the date of value set forth in the Appraisal Report, the Appraiser estimates that the value of all of the Taxable Parcels (based on appraised and assessed value) within the District subject to the Special Tax was \$219,214,262. In the Bring Forward Letter, the Appraiser concludes, based on the assumptions and limiting conditions set forth therein, that as of April 17, 2023, the value of the appraiser property was not less than the market value as of the date of value.

The Appraisal Report is based upon a variety of assumptions and limiting conditions that are described in Appendix I. The City, the District and the Underwriter make no representations as to the accuracy of the Appraisal Report. See “THE COMMUNITY FACILITIES DISTRICT—Appraisal Report” and “THE COMMUNITY FACILITIES DISTRICT —Value-to-Lien Ratios.” There is no assurance that property within the District can be sold for the prices set forth in the Appraisal Report or that any parcel can be sold for a price sufficient to pay the Special Tax for that parcel in the event of a default in payment of Special Taxes by the landowner. See “THE COMMUNITY FACILITIES DISTRICT,” “SPECIAL RISK FACTORS—Property Values,” “SPECIAL RISK FACTORS —Impact of Economic Conditions on the Development in the District” and APPENDIX I—“APPRAISAL REPORT” herein.

### **Description of the Bonds**

The Bonds will be issued and delivered as fully registered Bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York (“DTC”), and will be available to actual purchasers of the Bonds (the “Beneficial Owners”) in the denominations of \$5,000 or any integral multiple thereof, under the book-entry system maintained by DTC, only through brokers and dealers who are or act through DTC Participants as described herein. Beneficial Owners will not be entitled to receive physical delivery of the Bonds. In the event that the book-entry-only system described herein is no longer used with respect to the Bonds, the Bonds will be registered and transferred in accordance with the Indenture. See APPENDIX G—“BOOK-ENTRY ONLY SYSTEM.”

Principal of, premium, if any, and interest on the Bonds is payable by the Trustee to DTC. Disbursement of such payments to DTC Participants is the responsibility of DTC and disbursement of such payments to the



Beneficial Owners is the responsibility of DTC Participants. In the event that the book-entry only system is no longer used with respect to the Bonds, the Beneficial Owners will become the registered owners of the Bonds and will be paid principal and interest by the Trustee, all as described in the Indenture. See APPENDIX D—“SUMMARY OF CERTAIN PROVISIONS OF THE BOND INDENTURE—GENERAL AUTHORIZATION AND BOND TERMS—Transfers Outside Book-Entry System” herein.

The Bonds are subject to optional redemption, extraordinary redemption, and mandatory sinking fund redemption as described herein. See “THE BONDS—Redemption.” For a more complete description of the Bonds and the basic documentation pursuant to which they are being sold and delivered, see “THE BONDS” and APPENDIX D—“SUMMARY OF CERTAIN PROVISIONS OF THE BOND INDENTURE” herein.

### **Professionals Involved in the Offering**

Wilmington Trust, National Association, Costa Mesa, California, will act as Trustee under the Indenture. Stifel, Nicolaus & Company, Incorporated, will serve as the underwriter (the “Underwriter”) of the Bonds. Certain proceedings in connection with the issuance and delivery of the Bonds are subject to the approval of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, Bond Counsel and Disclosure Counsel to the District in connection with the issuance of the Bonds. Certain legal matters will be passed on for the District and the City by Slovak, Baron, Empey, Murphy & Pinkney LLP, Palm Springs, California, for the Underwriter by Kutak Rock LLP, Irvine, California, as counsel to the Underwriter, and for the Trustee by its counsel. Other professional services have been performed by Integra Realty Resources, Rocklin, California, as the Appraiser, Urban Futures, Inc., Orange, California, as Municipal Advisor to the City and the District, and Webb Municipal Finance, LLC, Riverside, California, as Special Tax Consultant.

Certain of the above-mentioned professionals, advisors, counsel and consultants may have a financial or other interest in the offering of the Bonds. See “FINANCIAL INTERESTS” herein.

### **Continuing Disclosure**

The District has agreed to provide, or cause to be provided, pursuant to Rule 15c2-12 adopted by the Securities and Exchange Commission (the “Rule”) certain financial information and operating data on an annual basis (the “District Reports”). The District has further agreed to provide, in a timely manner, notice of certain events with respect to the Bonds (the “Listed Events”). These covenants have been made in order to assist the Underwriter in complying with the Rule. The District Reports will be filed with the Electronic Municipal Market Access System (“EMMA”) of the Municipal Securities Rulemaking Board (the “MSRB”) available on the Internet at <http://emma.msrb.org>. Notices of Listed Events will also be filed with the MSRB. The District has not previously entered into any continuing disclosure obligations. The City will assist the District in preparing the District Reports. Within the last five years, a related entity of the City has failed to comply in certain respects with prior continuing disclosure undertakings. See “CONTINUING DISCLOSURE.”

The Underwriter does not consider Tri Pointe to be an “obligated person” with respect to the Bonds for purposes of Rule 15c2 12. Notwithstanding the foregoing, to assist in the marketing of the Bonds, Tri Pointe will agree to provide, or cause to be provided to EMMA, certain updates with respect to its development within the District and notices of certain enumerated events. See Appendix F for a description of the specific nature of the semiannual reports and enumerated event notices to be filed by Tri Pointe.

See “CONTINUING DISCLOSURE” herein and Appendix E—“FORM OF DISTRICT CONTINUING DISCLOSURE CERTIFICATE” and Appendix F—“FORM OF DEVELOPER CONTINUING DISCLOSURE CERTIFICATE” hereto.

## SEC Order

On August 23, 2017, following an offer of settlement by the Beaumont Financing Authority (the “BFA”), the U.S. Securities and Exchange Commission (“SEC”) entered a Cease-and-Desist Order and imposed certain undertakings on the BFA (the “SEC Order”). The BFA neither admits nor denies the findings in the SEC Order. The members of the City Council of the City act as the Board of Directors of the BFA and City staff acts as the staff of the BFA. A copy of the SEC Order is attached hereto as Appendix H.

## Bond Owners’ Risks

Certain events could affect the ability of the District to pay the principal of and interest on the Bonds when due. See the section of this Official Statement entitled “SPECIAL RISK FACTORS” for a discussion of certain factors which should be considered, in addition to other matters set forth herein, in evaluating an investment in the Bonds. The Bonds are not rated by any nationally recognized rating agency. The purchase of the Bonds involves significant risks, and the Bonds may not be appropriate investments for certain investors. See “SPECIAL RISK FACTORS” herein.

## Other Information

This Official Statement speaks only as of its date, and the information contained herein is subject to change.

Brief descriptions of the Bonds and the Indenture are included in this Official Statement. Such descriptions and information do not purport to be comprehensive or definitive. All references herein to the Indenture, the Bonds and the constitution and laws of the State as well as the proceedings of the Board, acting as the legislative body of the District, are qualified in their entirety by references to such documents, laws and proceedings, and with respect to the Bonds, by reference to the Indenture. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture.

Copies of the Indenture and other documents and information are available for inspection and (upon request and payment to the District of a charge for copying, mailing and handling) for delivery from the City at 550 East 6<sup>th</sup> Street, Beaumont, California 92223.

## ESTIMATED SOURCES AND USES OF FUNDS

The following table sets forth the expected sources and uses of Bond proceeds and funds on hand.

### Sources of Funds:

Principal Amount of Bonds	\$
[Plus Net Original Issue Premium][Less Net Original Issue Discount]	
Plus Funds on Hand	
Total Sources	<u><u>\$</u></u>

### Uses of Funds:

Acquisition and Construction Fund <sup>(1)</sup>	\$
Costs of Issuance <sup>(2)</sup>	
Reserve Account	
Total Uses	<u><u>\$</u></u>

<sup>(1)</sup> See “THE COMMUNITY FACILITIES DISTRICT—Description of Authorized Facilities” for a list of facilities eligible to be financed with Bond proceeds deposited into the Acquisition and Construction Fund.

<sup>(2)</sup> Includes underwriter’s discount, Bond Counsel fees, Disclosure Counsel fees, Special Tax Consultant fees, Municipal Advisor fees, Trustee fees, printing costs and other issuance costs.

Source: The Underwriter.

## THE BONDS

### General Provisions

The Bonds will be dated their date of delivery and will bear interest at the rates per annum set forth on the inside cover page hereof, payable semiannually on each March 1 and September 1, commencing September 1, 2023 (each, an “Interest Payment Date”), and will mature in the amounts and on the dates set forth on the inside cover page of this Official Statement. Interest will be calculated on the basis of a 360-day year comprised of twelve 30-day months. The Bonds will be issued in fully registered form in denominations of \$5,000 or any integral multiple thereof.

Interest on any Bond will be payable from the Interest Payment Date next preceding the date of authentication of such Bond, unless: (i) such date of authentication is an Interest Payment Date, in which event interest will be payable from such date of authentication; (ii) the date of authentication is after the fifteenth day of the month preceding an Interest Payment Date, regardless of whether such day is a Business Day (each, a “Record Date”) but prior to the immediately succeeding Interest Payment Date, in which event interest will be payable from the Interest Payment Date immediately succeeding the date of authentication; or (iii) the date of authentication is prior to the close of business on the first Record Date occurring after the issuance of such Bond, in which event interest will be payable from the dated date of such Bond, as applicable; provided, however, that if at the time of authentication of such Bond, interest is in default, interest on such Bond will be payable from the last Interest Payment Date to which the interest has been paid or made available for payment or, if no interest has been paid or made available for payment on such Bond, interest on such Bond will be payable from its dated date.

Interest on any Bond will be paid to the person whose name appears as its owner in the registration books held by the Trustee on the close of business on the Record Date. Principal of, and premium, if any, due upon redemption is payable upon presentation and surrender of the Bonds at the designated principal corporate trust office of the Trustee in Costa Mesa, California.

The Bonds will be issued as fully registered bonds and will be registered in the name of Cede & Co., as nominee of DTC. DTC will act as securities depository of the Bonds. Ownership interests in the Bonds may be purchased in book-entry form only in denominations of \$5,000 and any integral multiple thereof. So long as DTC is the securities depository all payments of principal and interest on the Bonds will be made to DTC and will be paid to the Beneficial Owners in accordance with DTC’s procedures and the procedures of DTC’s Participants. See APPENDIX G—“BOOK-ENTRY-ONLY SYSTEM.”

In the event the Bonds are not held in book-entry form, interest will be paid by check of the Trustee mailed by first class mail, postage prepaid, to the Bondowner at its address on the registration books kept by the Trustee. Pursuant to a written request prior to the Record Date of a Bondowner of at least \$1,000,000 in aggregate principal amount of Bonds or of any issue of Parity Bonds, payment will be made by wire transfer in immediately available funds to a designated account in the United States.

**Debt Service Schedule**

The following table presents the annual debt service on the Bonds (including sinking fund redemption), assuming there are no optional or extraordinary redemptions. See “SOURCES OF PAYMENT FOR THE BONDS” and “THE BONDS—Redemption.”

<i>Date</i> <i>(September 1)</i>	<i>Principal</i>	<i>Interest</i>	<i>Total</i>
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<u>Total</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
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Source: The Underwriter.

**Redemption\***

*Optional Redemption.* The Bonds may be redeemed at the option of the District from any source of funds on any Interest Payment Date on or after September 1, 20\_\_, in whole or in part, from such maturities as are selected by the District and by lot within a maturity, at the following redemption prices, expressed as a percentage of the principal amount to be redeemed, together with accrued interest to the date of redemption:

<i>Redemption Date</i>	<i>Redemption Price</i>
September 1, 20__ and March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

In the event that the District elects to redeem Bonds as provided above, the District will give written notice to the Trustee of its election to so redeem, the redemption date and the principal amount of the Bonds of each maturity to be redeemed. The notice to the Trustee will be given at least 30 but no more than 60 days prior to the redemption date, or by such later date as is acceptable to the Trustee.

**Term Bonds Maturing September 1, 20\_\_**

*Sinking Fund Redemption Date  
(September 1)*

*Sinking Fund Payments*

\$-

\*

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\* Maturity.

The Bonds maturing on September 1, 20\_\_ (the "20\_\_ Term Bonds") will be called before maturity and redeemed, from the Sinking Fund Payments that have been deposited into the Redemption Account established under the Indenture, on September 1, 20\_\_, and on each September 1 thereafter prior to maturity, in accordance with the schedule of Sinking Fund Payments set forth below. The 20\_\_ Term Bonds so called for redemption will be selected by the Trustee by lot and will be redeemed at a redemption price for each redeemed 20\_\_ Term Bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, as follows:

**Term Bonds Maturing September 1, 20\_\_**

*Sinking Fund Redemption Date  
(September 1)*

*Sinking Fund Payments*

\$-

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\* Maturity.

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\* Preliminary, subject to change.

The Bonds maturing on September 1, 20\_\_ (the “20\_\_ Term Bonds”) will be called before maturity and redeemed, from the Sinking Fund Payments that have been deposited into the Redemption Account established under the Indenture, on September 1, 20\_\_, and on each September 1 thereafter prior to maturity, in accordance with the schedule of Sinking Fund Payments set forth below. The 20\_\_ Term Bonds so called for redemption will be selected by the Trustee by lot and will be redeemed at a redemption price for each redeemed 20\_\_ Term Bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, as follows:

**Term Bonds Maturing September 1, 20\_\_**

***Sinking Fund Redemption Date  
(September 1)***

***Sinking Fund Payments***

\$-

\*

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\* Maturity.

If the District purchases Term Bonds during the Fiscal Year immediately preceding one of the sinking fund redemption dates specified above, the District will notify the Trustee at least 45 days prior to the redemption date as to the principal amount purchased, and the amount purchased will be credited at the time of purchase to the next Sinking Fund Payment for the Term Bond so purchased, to the extent of the full principal amount of the purchase. All Term Bonds purchased will be cancelled pursuant to the Indenture.

In the event of a partial optional redemption or special mandatory redemption of the Term Bonds, each of the remaining Sinking Fund Payments for such Term Bonds will be reduced, as nearly as practicable, on a pro rata basis.

***Special Mandatory Redemption from Special Tax Prepayments.*** The Bonds are subject to special mandatory redemption as a whole or in part on a pro rata basis among maturities and by lot within a maturity, on any Interest Payment Date on or after September 1, 2023, and will be redeemed by the Trustee, from any amounts paid by the District to the Trustee and designated by the District as a prepayment of Special Taxes for one or more parcels in the District made in accordance with the Rate and Method (the “Prepayments”) deposited to the Redemption Account pursuant to the Indenture, plus amounts transferred from the 2023 Bonds Reserve Account pursuant to the Indenture, at the following redemption prices, expressed as a percentage of the principal amount to be redeemed, together with accrued interest to the redemption date:

<b><i>Redemption Date</i></b>	<b><i>Redemption Price</i></b>
Any Interest Payment Date from September 1, 2023 through March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

Prepayments will be allocated to the payment at maturity and redemption of Bonds and any Parity Bonds as nearly as practicable on a proportionate basis based on the outstanding principal amount of the Bonds and any Parity Bonds and such amounts shall be applied to redeem Bonds and Parity Bonds as nearly as practicable on a

pro rata basis among maturities in increments of \$5,000; provided, however, that, for Prepayments of less than \$50,000, the District may specify in a Certificate of an Authorized Representative that Prepayments be applied to one or more maturities of the Bonds or Parity Bonds so long as there is delivered to the Trustee a certificate of the Independent Financial Consultant that, following such application of the Prepayments, the maximum Special Taxes that may be levied in each Fiscal Year on Taxable Property is not less than 110% of Annual Debt Service, plus the Administrative Expenses Cap, in the Bond Year that begins in such Fiscal Year.

See the caption “SPECIAL RISK FACTORS — Potential Early Redemption of Bonds from Prepayments or Other Sources” for a discussion of the potential for a lower-than-expected yield on the Bonds as a result of a special mandatory redemption from prepayment of Special Taxes or proceeds of bonds of other community facilities districts.

***Notice of Redemption.*** So long as the Bonds are held in book-entry form, notice of redemption will be sent by the Trustee to DTC and not to the Beneficial Owners of the Bonds under the DTC book-entry only system. Neither the District nor the Trustee is responsible for notifying the Beneficial Owners, who are to be notified in accordance with the procedures in effect for the DTC book-entry system. See Appendix G — “BOOK-ENTRY ONLY SYSTEM.”

The Trustee will give notice, in the name and at the expense of the District, of the redemption of Bonds. Such notice of redemption will: (i) specify the CUSIP numbers (if any), the bond numbers and the maturity date or dates of the Bonds selected for redemption, except that where all of the Bonds are subject to redemption, or all of the Bonds of one maturity are to be redeemed, the bond numbers of such issue need not be specified; (ii) state the date fixed for redemption and surrender of the Bonds to be redeemed; (iii) state the redemption price; (iv) state the place or places where the Bonds are to be redeemed; (v) in the case of Bonds to be redeemed only in part, state the portion of such Bond which is to be redeemed; (vi) state the date of issue of the Bonds as originally issued; (vii) state the rate of interest borne by each Bond being redeemed; and (viii) state any other descriptive information needed to identify accurately the Bonds being redeemed as specified by the Trustee. Such notice will further state that on the date fixed for redemption, there will become due and payable on each Bond, or portion thereof called for redemption, the principal thereof, together with any premium, and interest accrued to the redemption date, and that from and after such date, interest thereon will cease to accrue and be payable. At least 30 days but no more than 45 days prior to the redemption date, the Trustee will mail a copy of such notice of redemption, by first class mail, postage prepaid, to the respective Owners thereof at their addresses appearing on the Bond Register, and to the original purchaser of any Bonds; provided, however, so long as the Bonds are registered in the name of the Nominee, such notice shall be given in such manner as complies with the requirements of the Depository. The actual receipt by the Owner of any Bond of notice of such redemption is not a condition precedent to redemption, and neither the failure to receive nor any defect in such notice will affect the validity of the proceedings for the redemption of such Bonds, or the cessation of interest on the redemption date. A certificate by the Trustee that notice of such redemption has been given as provided in the Indenture will be conclusive as against all parties and the Owner is not entitled to show that he or she failed to receive notice of such redemption.

In addition to the foregoing notice, further notice will be given by the Trustee as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice will in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

Each further notice of redemption will be sent not later than the date that notice of redemption is given to the Owners pursuant to the Indenture by first class mail or facsimile to the Depository and to any other registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more of the national information services that are in the business of disseminating notice of redemption of obligations such as the Bonds.

Upon the payment of the redemption price of any Bonds being redeemed, each check or other transfer of funds issued for such purpose will to the extent practicable bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

With respect to any notice of optional redemption of Bonds, such notice may state that such redemption is conditional upon the receipt by the Trustee on or prior to the date fixed for such redemption of moneys sufficient to pay the principal of, premium, if any, and interest on such Bonds to be redeemed and that, if the District determines that such moneys will not be so received on or prior to the redemption date, said notice shall be of no force and effect and the Trustee shall not be required to redeem such Bonds. If any condition stated in the redemption notice for an optional redemption shall not have been satisfied on or prior to the redemption date: (i) the redemption notice shall be of no force and effect, (ii) the District shall not be required to redeem such Bonds, (iii) the redemption shall not be made, and (iv) the Trustee shall within a reasonable time thereafter give notice to the persons in the manner in which the conditional redemption notice was given that such condition or conditions were not met and that the redemption was canceled.

***Selection of Bonds for Redemption.*** If less than all of the Bonds Outstanding are to be redeemed, the portion of any Bond of a denomination of more than \$5,000 to be redeemed will be in the principal amount of \$5,000 or an integral multiple thereof. In selecting portions of such Bonds for redemption, the Trustee will treat such Bonds, as applicable, as representing that number of Bonds of \$5,000 denominations which is obtained by dividing the principal amount of such Bonds to be redeemed in part by \$5,000. The procedure for the selection of Parity Bonds for redemption may be modified as set forth in the Supplemental Indenture for such Parity Bonds. The Trustee will promptly notify the District in writing of the Bonds, or portions thereof, selected for redemption.

***Partial Redemption of Bonds.*** Upon surrender of any Bond to be redeemed in part only, the District will execute and the Trustee will authenticate and deliver to the Owner, at the expense of the District, a new Bond or Bonds of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Bonds surrendered, with the same interest rate and the same maturity.

***Effect of Notice and Availability of Redemption Money.*** Notice of redemption having been duly given, as provided in the Indenture, and the amount necessary for the redemption having been made available for that purpose and being available therefor on the date fixed for such redemption: (i) the Bonds, or portions thereof, designated for redemption will, on the date fixed for redemption, become due and payable at the redemption price thereof as provided in the Indenture, anything in the Indenture or in the Bonds to the contrary notwithstanding; (ii) upon presentation and surrender thereof at the designated office of the Trustee, the redemption price of such Bonds will be paid to the Owners thereof; (iii) as of the redemption date the Bonds, or portions thereof so designated for redemption will be deemed to be no longer Outstanding and such Bonds, or portions thereof, will cease to bear further interest; and (iv) as of the date fixed for redemption no Owner of any of the Bonds, or portions thereof so designated for redemption will be entitled to any of the benefits of the Indenture, or to any other rights, except with respect to payment of the redemption price and interest accrued to the redemption date from the amounts so made available.

## **Registration, Transfer and Exchange**

***Registration.*** The Trustee will keep sufficient books for the registration and transfer of the Bonds. The ownership of the Bonds will be established by the Bond registration books held by the Trustee.

***Transfer or Exchange.*** Subject to the limitations set forth in the following paragraph, the registration of any Bond may, in accordance with its terms, be transferred upon the Bond Register by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Bond for cancellation at the office of the Trustee, accompanied by delivery of written instrument of transfer in a form acceptable to the Trustee and duly executed by the Owner or his or her duly authorized attorney.



Bonds may be exchanged at the office of the Trustee for a like aggregate principal amount of Bonds for other authorized denominations of the same maturity and issue. The Trustee may not collect from the Owner any charge for any new Bond issued upon any exchange or transfer, but will require the Owner requesting such exchange or transfer to pay any tax or other governmental charge required to be paid with respect to such exchange or transfer. Whenever any Bonds are surrendered for registration of transfer or exchange, the District will execute and the Trustee will authenticate and deliver a new Bond or Bonds, as applicable, of the same issue and maturity, for a like aggregate principal amount; provided that the Trustee is not required to register transfers or make exchanges of: (i) Bonds for a period of 15 days next preceding any selection of the Bonds to be redeemed; or (ii) any Bonds chosen for redemption.

## **SOURCES OF PAYMENT FOR THE BONDS**

### **Limited Obligations**

The Bonds are special, limited obligations of the District payable only from amounts pledged under the Indenture and from no other sources.

The Special Taxes are the primary source of security for the repayment of the Bonds. Under the Indenture, the District has pledged to repay the Bonds from the Net Taxes (which are Special Tax revenues remaining after the payment of the annual Administrative Expenses in an amount not to exceed the Administrative Expenses Cap (as defined in the Indenture)) and from amounts held in the Special Tax Fund (other than amounts held in the Administrative Expense Account therein). Special Tax revenues include the proceeds of the annual Special Tax levy received by the District, including any scheduled payments and Prepayments thereof, and the net proceeds of the redemption of delinquent Special Taxes or sale of property sold as a result of foreclosure of the lien of delinquent Special Taxes to the amount of said lien, and penalties and interest thereon; provided that any delinquent Special Tax sold to an independent third-party or to the City for 100% of the delinquent amount will no longer be pledged under the Indenture to the payment of the Bonds or Parity Bonds.

In the event that the Special Tax revenues are not received when due, the only sources of funds available to pay the debt service on the Bonds are amounts held by the Trustee in the Special Tax Fund (other than the Administrative Expense Account therein), including amounts held in the 2023 Bonds Reserve Subaccount of the Reserve Account, to the limited extent described in the Indenture, for the exclusive benefit of the Owners of the Bonds.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE COUNTY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS. EXCEPT FOR THE NET TAXES, NO OTHER TAXES ARE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS ARE NOT GENERAL OR SPECIAL OBLIGATIONS OF THE CITY BUT ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY FROM THE NET TAXES AND OTHER AMOUNTS PLEDGED UNDER THE INDENTURE AS MORE FULLY DESCRIBED HEREIN.

### **Special Taxes**

*Authorization and Pledge.* In accordance with the provisions of the Act, the City established the District on February 7, 2017 for the purpose of financing the various public improvements and services required in connection with the proposed development within the District. On February 7, 2017, an election was held within the District at which the landowners eligible to vote approved the issuance of bonds for the District in an amount not to exceed \$22,000,000, secured by special taxes levied on property within the District to finance Facilities. The landowners within the District also voted to approve the Rate and Method which authorized the Special Tax to be levied to repay indebtedness issued for the benefit of the District, including the Bonds. There are three types of special taxes levied by the District: a special tax for facilities, a special tax for maintenance services and a special tax for public safety services. Throughout this Official Statement, all references to the

Special Tax shall refer to the special tax for facilities. **The special tax for maintenance services and the special tax for public safety services are not pledged to, and shall not be available to make payments on, the Bonds.**

The District will covenant in the Indenture that each year it will levy Special Taxes up to the maximum rates permitted under the Rate and Method in an amount sufficient, together with other amounts on deposit in the Special Tax Fund, to pay the principal of and interest on any Outstanding Bonds and Parity Bonds, to replenish the 2023 Bonds Reserve Subaccount to the 2023 Bonds Reserve Requirement and any other Subaccount of the Reserve Account to the applicable Reserve Requirement, and to pay Administrative Expenses.

The “Special Taxes” are the special taxes for facilities authorized to be levied and collected by the District in accordance with the Rate and Method and the Act. The Special Taxes are collected in the manner and at the same time as *ad valorem* property taxes are collected and are subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for *ad valorem* property taxes. See APPENDIX A—“RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX.”

The “Net Taxes” pledged by the District to the Bonds (and any Parity Bonds) is defined in the Indenture as the “Gross Taxes” minus amounts permitted to be set aside prior to the payment of the principal of and interest on the Bonds and Parity Bonds in order to pay Administrative Expenses up to the Administrative Expenses Cap. The Administrative Expenses Cap shall be \$30,000 annually.

“Gross Taxes” is defined in the Indenture as the amount of all Special Taxes received by the District together with the proceeds collected from the sale of property pursuant to foreclosure for the delinquency of such Special Taxes remaining after the payment of all costs related to such foreclosure actions.

Except for Prepayments, which will be deposited to the Redemption Account of the Special Tax Fund, the Trustee will, on each date on which the Special Taxes are received from the District, deposit the Special Taxes in the Special Tax Fund to be held in trust for the Owners. The Trustee will transfer the Special Taxes on deposit in the Special Tax Fund on the dates, in the amounts and in the following order of priority, to:

- First: To the Administrative Expense Account in an amount up to the Administrative Expenses Cap.
- Second: To the Interest Account, an amount such that the balance in the Interest Account one Business Day prior to each Interest Payment Date is equal to the installment of interest due on the Bonds and any Parity Bonds on said Interest Payment Date and any installment of interest due on a previous Interest Payment Date which remains unpaid. Moneys in the Interest Account will be used for the payment of interest on the Bonds and any Parity Bonds as the same become due.
- Third: To the Principal Account, an amount such that the balance in the Principal Account one Business Day prior to September 1 of each year, commencing September 1, 2023, is equal the principal payment due on the Bonds and any Parity Bonds maturing on such September 1 and any principal payment due on a previous September 1 which remains unpaid. Moneys in the Principal Account shall be used for the payment of the principal of such Bonds and any Parity Bonds as the same become due at maturity.
- Fourth: To the Redemption Account, the amount needed to make the balance in the Redemption Account one Business Day prior to each September 1 on which a Sinking Fund Payment is due equal to the Sinking Fund Payment due on any Outstanding Bonds and Parity Bonds on such September 1; provided, however, that, if amounts in the Special Tax Fund are inadequate to make the foregoing transfers, then any deficiency with respect to the Bonds shall be made up by an immediate transfer from the 2023 Bonds Reserve Subaccount and

any deficiency with respect to a series of Parity Bonds shall be made up by an immediate transfer from the Subaccount of the Reserve Account for such series of Parity Bonds, if funded, pursuant to the Indenture; and thereafter, to pay the principal and premium, if any, due in connection with an optional redemption of Bonds or Parity Bonds.

- Fifth: To the Subaccounts of the Reserve Account of the Special Tax Fund, on a proportionate basis based on the outstanding principal amount of the Bonds and any Parity Bonds, to the extent necessary to replenish the 2023 Bonds Reserve Subaccount to the 2023 Bonds Reserve Requirement and the Reserve Requirement with respect to Parity Bonds, if any.
- Sixth: To the Administrative Expense Account of the Special Tax Fund the amount of any Administrative Expenses for the current Bond Year in excess of the Administrative Expenses Cap as directed by the City.
- Seventh: To the Rebate Fund established by the Indenture to the extent directed by the City pursuant to the Indenture.
- Eighth: To the Surplus Fund established by the Indenture such remaining amounts in the Special Tax Fund after making the foregoing transfers on September 1.

See APPENDIX D—“SUMMARY OF CERTAIN PROVISIONS OF THE BOND INDENTURE.”

The Special Taxes levied in any fiscal year may not exceed the maximum rates authorized pursuant to the Rate and Method. See APPENDIX A—“RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX” hereto. There is no assurance that the Special Tax proceeds will, in all circumstances, be adequate to pay the principal of and interest on the Bonds when due. See the caption “—*Limitation on Special Tax Levy and Potential Impact on Coverage*” below and “SPECIAL RISK FACTORS—Insufficiency of Special Taxes” herein.

***Rate and Method of Apportionment of Special Tax.*** The District is legally authorized and will covenant to cause the levy of the Special Taxes in an amount determined according to a methodology, i.e., the Rate and Method which the City Council and the electors within the District have approved. The Rate and Method apportions the total amount of Special Taxes to be collected among the taxable parcels in the District as more particularly described below. There are three types of special taxes levied by the District: a special tax for facilities, a special tax for maintenance services and a special tax for public safety services. **The special tax for maintenance services and the special tax for public safety services are not pledged to, and shall not be available to make payments on, the Bonds.** See “—Special Taxes—*Authorization and Pledge.*”

The following is a synopsis of the provisions of the Rate and Method for the District, which should be read in conjunction with the complete text of the Rate and Method which is attached as APPENDIX A—“RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX.” The meanings of the defined terms used in this section are as set forth in Appendix A. This section provides only a summary of the Rate and Method, and is qualified by more complete and detailed information contained in the entire Rate and Method attached as Appendix A.

“*Building Permit*” means a permit for new construction for a residential dwelling or non-residential structure. For purposes of this definition, “Building Permit does not include permits for construction or installation of retaining walls, utility improvements, or other such improvements not intended for human habitation.

“*Developed Property*” means all Assessor’s Parcels for which Building Permits were issued on or before March 1 of the prior Fiscal Year, provided that such Assessor’s Parcels were created on or before January

1 of the prior Fiscal Year and that each such Assessor Parcel is associated with a Lot, as determined by the CFD Administrator.

*“Exempt Property”* means all Assessor’s Parcels designated as being exempt from Special Tax as more fully set forth below.

*“Final Map Property”* means all Assessor’s Parcels: (i) that are included in a Final Map that was recorded prior to the January 1st preceding the Fiscal Year in which the Special Tax is being levied, and (ii) for which a Building Permit was not issued prior to the March 1st preceding the Fiscal Year in which the Special Tax is being levied, as determined by the CFD Administrator.

*“Minimum Acreage”* means the smallest allowable amount of taxable acreage. For the District, it shall not be less than 84.04 acres.

*“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.

*“Special Tax”* means any of the special taxes authorized to be levied by the District pursuant to the Act to fund the Special Tax Requirement.

*“Special Tax Requirement”* 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, and (v) the collection or accumulation of funds for the acquisition or construction of facilities authorized by the District provided that the inclusion of such amount does not cause an increase in the levy of Special Tax 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.

*“Taxable Property”* means all Assessor’s Parcels within the District which are not Exempt Property, as determined by the CFD Administrator.

*“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.

***Exempt Property.*** 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. 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. 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 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.

**Maximum Special Tax.** The Maximum Special Tax provided for in the Rate and Method is as follows:

Developed Property

The Maximum Special Tax 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 set forth in the table below or (ii) the application of the Backup Special Tax. The Maximum Special Tax for each Assessor’s Parcel of Non-Residential Property that is classified as Developed Property in any Fiscal Year shall be \$14,310.

**ASSIGNED SPECIAL TAX RATES  
FOR DEVELOPED PROPERTY**

<i>Land Use Category</i>	<i>Building Square Footage</i>	<i>Assigned Special Tax</i>
Residential Property	< 1,426	\$1,366 per Dwelling Unit
Residential Property	1,426 – 1,575	1,436 per Dwelling Unit
Residential Property	1,576 – 1,725	1,520 per Dwelling Unit
Residential Property	1,726 – 1,875	1,590 per Dwelling Unit
Residential Property	1,876 – 2,025	1,659 per Dwelling Unit
Residential Property	2,026 – 2,175	1,785 per Dwelling Unit
Residential Property	2,176 – 2,325	1,855 per Dwelling Unit
Residential Property	2,326 – 2,475	1,980 per Dwelling Unit
Residential Property	>2,475	2,058 per Dwelling Unit
Non-Residential Property	N/A	14,310 per Acre

Final Map Property and Undeveloped Property

The Maximum Special Tax for each Assessor’s Parcel classified as Undeveloped Property and Final Map Property in any Fiscal Year shall be the Assigned Special Tax. The Assigned Special Tax for Final Map Property and Undeveloped Property for any Fiscal Year shall be \$14,310 per Acre.

**Assigned Special Tax.** The Assigned Special Tax is determined as follows:

Developed Property

Each Fiscal Year, 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 Fiscal Year 2023-24 shall range from \$1,366 to \$2,058 for Residential Property. The Assigned Special Tax for Non-Residential Property is \$14,210 per Acre.

**Backup Special Tax.** Each Assessor’s Parcel of Developed Property classified as Residential Property shall be subject to a Backup Special Tax. In each Fiscal Year, the Backup Special Tax rate for Developed Property classified as Residential Property shall be the rate per Lot calculated by multiplying the Maximum Special Tax rate per Acre for Undeveloped Property by the Acreage of Developed Property classified or to be classified as Residential Property and dividing such amount by the number of Lots which are classified or to be classified as Residential Property.

Notwithstanding the foregoing, if Assessor’s Parcels of Developed Property which are 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 for the area that has been changed or modified shall be a rate per square foot of Acreage calculated by dividing the total Backup Special Tax anticipated to apply to the changed or modified Final Map area prior to the change or modification divided by the Acreage of Developed Property classified or to be classified as Residential Property which is ultimately expected to exist in such

changed or modified Final Map area, as reasonably determined by the CFD Administrator and then dividing that amount by 43,560.

The Backup Special Tax shall not apply to Non-Residential Property, Public Property, or Property Owners' Association Property.

*Method of Apportionment of Special Tax.* For each Fiscal Year until terminated, the City Council will levy Special Taxes on all Taxable Property until the amount of Special Tax levied equals the Special Tax Requirement in accordance with the following steps:

First: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Assigned Special Tax rates as needed to satisfy the Special Tax Requirement;

Second: If additional moneys are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Final Map Property, at up to 100% of the Assigned Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement;

Third: If additional moneys are needed to satisfy the Special Tax Requirement after the first two steps have been completed, the Annual Special Tax 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 of the Rate and Method, at up to 100% of the Assigned Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement;

Fourth: If additional moneys are needed to satisfy the Special Tax Requirement after the first three steps have been completed, then for each Assessor's Parcel of Developed Property whose Maximum Special Tax is the Backup Special Tax shall be increased Proportionately from the Assigned Special Tax up to 100% of the Backup Special Tax as needed to satisfy the Special Tax Requirement; and

Fifth: If additional moneys are needed to satisfy the Special Tax Requirement after the first four steps have been completed, the Special Tax 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 of the Rate and Method, at up to 100% of the Maximum Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.

***Prepayment of Special Taxes.*** The Special Tax 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 and will be classified as Developer's Property in the next Fiscal year, may be prepaid in part or 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 that the Special Tax obligation would be prepaid. The Prepayment Amount is calculated based on the Bond Redemption Amount plus Redemption Premium plus Future Facilities Costs plus the Defeasance amount plus the Administrative Fees, and less a credit for the resulting reduction in the Reserve Requirement for the Bonds (if any), all as specified in APPENDIX A—"RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX—Section G." No parcel within the District has prepaid its Special Tax obligation; accordingly, all parcels will be subject to the Special Tax levy going forward, subject to future Special Tax prepayments, if any.

***Estimated Debt Service Coverage.*** Pursuant to the Rate and Method, and subject to the Maximum Special Taxes prescribed therein and permitted by the Act, the District will levy Special Taxes on all Taxable Property until the amount of Special Taxes levied equals the Special Tax Requirement. The Bonds have been sized so that the Assigned Special Taxes that may be levied in each Fiscal Year produce an amount equal to at least 110% of the debt service due on the Bonds in such Fiscal Year plus Administrative Expenses of \$30,000.

For the projected Fiscal Year 2023-24 Special Tax levy, the Bonds have been sized so that the Assigned Special Taxes on the 561 parcels of Developed Property produce an amount equal to at least 110% of the debt service due on the Bonds in Fiscal Year 2023-24 plus Administrative Expenses of \$30,000. Neither the Assigned Special Tax nor the Administrative Expenses escalate over time.

***Limitation on Special Tax Levy and Potential Impact on Coverage.*** Pursuant to Section 53321(d) of the Government Code, the Special Tax levied against any Assessor’s parcel for which an occupancy permit for private residential use has been issued shall not be increased as a consequence of delinquency or default by the owner of any other Assessor’s parcel within the District by more than 10% above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults. As a result, it is possible that the District may not be able to increase the tax levy to the Assigned Special Tax in all years. In addition, under the Rate and Method, in no event shall the Maximum Special Tax be levied after Fiscal Year 2055-56.

***Collection of Special Taxes.*** The Special Taxes are levied and collected by the Treasurer-Tax Collector of the County of Riverside in the same manner and at the same time as *ad valorem* property taxes. The District may, however, collect the Special Taxes at a different time or in a different manner if necessary to meet its financial obligations.

The County of Riverside assesses and collects secured and unsecured property taxes for the cities, school districts, and special districts within the County of Riverside, including the Special Taxes for the District. The delinquency dates for property tax payments are December 10 for the first installment and April 10 for the second installment. Once the property taxes are collected, the County of Riverside conducts its internal reconciliation for accounting purposes and distributes the City’s share of such taxes (including the Special Taxes) to the City, periodically and typically pursuant to a published schedule. Prior to distribution, the moneys are deposited in an account established on behalf of the County of Riverside in the Riverside County Investment Pool (the “Pool”) which is invested by the County Treasurer. If the County of Riverside or the Pool were at any time to become subject to bankruptcy proceedings, it is possible that District property taxes held in the Pool (including the Special Taxes), if any, could be temporarily unavailable to the County of Riverside. The District does not participate in the County’s Teeter Plan, which is an alternate method for allocating property taxes by counties. Accordingly, the collection of Special Taxes is subject to delinquencies.

The Special Tax was first levied in Fiscal Year 2019-20. See Table 7 herein under the caption “THE COMMUNITY FACILITIES DISTRICT—Delinquency History” for more information related to prior years Special Tax levies and delinquencies. No assurances can be made that Special Taxes will be collected in an amount required to make debt service payments on the Bonds. See “THE COMMUNITY FACILITIES DISTRICT—Delinquency History” and “SPECIAL RISK FACTORS—Special Tax Delinquencies” and “SPECIAL RISK FACTORS —Insufficiency of Special Taxes.”

The District will make certain covenants in the Indenture for the purpose of ensuring that the current maximum Special Tax rates and method of collection of the Special Taxes are not altered in a manner that would impair the District’s ability to collect sufficient Special Taxes to pay debt service on the Bonds and Administrative Expenses when due.

First, the District will covenant in the Indenture that it will take no actions that would discontinue or cause the discontinuance of the Special Tax levy or the District’s authority to levy the Special Tax for so long as the Bonds and any Parity Bonds are Outstanding.

Second, the District will covenant in the Indenture, to the maximum extent that the law permits it to do so, not to initiate proceedings to reduce the maximum Special Tax rates for the District, unless, in connection therewith, the District receives a certificate from one or more Independent Financial Consultants which, when taken together, certify that: (i) such changes do not reduce the maximum Special Taxes that may be levied in each year on property within the District to an amount which is less than the Administrative Expense Cap plus 110% of the Annual Debt Service due in each corresponding future Bond Year with respect to the Bonds and

Parity Bonds Outstanding as of the date of such proposed reduction; and (ii) the District is not delinquent in the payment of the principal of or interest on the Bonds or any Parity Bonds.

Third, the District will covenant in the Indenture that, in the event that any initiative is adopted by the qualified electors within the District which purports to reduce the maximum Special Tax below the levels specified in the preceding paragraph or to limit the power of the District to levy the Special Taxes for the purposes set forth in the Indenture, it will commence and pursue legal action in order to preserve its ability to comply with such covenants. The District can provide no assurance that any such legal action will be successful. See the caption “SPECIAL RISK FACTORS — Proposition 218.”

Fourth, the District will covenant in the Indenture that it will not adopt any policy pursuant to the Act permitting the tender of Bonds or Parity Bonds in full payment or partial payment of any Special Taxes unless the District has first received a certificate from an Independent Financial Consultant that the acceptance of such a tender will not result in the District having insufficient Net Taxes to pay the principal of and interest on the Bonds and Parity Bonds when due.

Although the Special Taxes constitute liens on taxed parcels within the District, they do not constitute a personal indebtedness of the owners of property within the District. Moreover, other liens for taxes and assessments already exist on the property located within the District and others could come into existence in the future in certain situations without the consent or knowledge of the City or the landowners in the District. See the captions “THE COMMUNITY FACILITIES DISTRICT — Direct and Overlapping Debt” and “SPECIAL RISK FACTORS — Direct and Overlapping Indebtedness.” There is no assurance that property owners will be financially able to pay the annual Special Taxes or that they will pay such taxes even if financially able to do so, all as more fully described under the caption “SPECIAL RISK FACTORS.”

***Proceeds of Foreclosure Sales.*** The net proceeds received following a judicial foreclosure sale of property within the District resulting from a property owner’s failure to pay the Special Taxes when due are included within the Net Taxes pledged to the payment of principal of and interest on the Bonds and any Parity Bonds under the Indenture.

Pursuant to Section 53356.1 of the Act, in the event of any delinquency in the payment of any Special Tax or receipt by the District of Special Taxes in an amount which is less than the Special Taxes levied, the City Council, as the legislative body of the District, may order that Special Taxes be collected by a Superior Court action to foreclose the lien within specified time limits. In such an action, the real property subject to the unpaid amount may be sold at a judicial foreclosure sale. Under the Act, the commencement of judicial foreclosure following the nonpayment of a Special Tax is not mandatory. However, the District will covenant in the Indenture for the benefit of the owners of the Bonds and any Parity Bonds that it will: (i) commence judicial foreclosure proceedings against parcels with delinquent Special Taxes in excess of \$2,500 by the December 1 following the close of each Fiscal Year in which such Special Taxes were due; and (ii) commence judicial foreclosure proceedings against all parcels with delinquent Special Taxes by the December 1 following the close of each Fiscal Year in which it receives Special Taxes in an amount which is less than 95% of the total Special Tax levied; and (iii) diligently pursue such foreclosure proceedings until the delinquent Special Taxes are paid; provided that, notwithstanding the foregoing, the District may elect to defer foreclosure proceedings on any parcel so long as the amount in the 2023 Bonds Reserve Subaccount is at least equal to the 2023 Bonds Reserve Requirement and the amounts in all other Subaccounts of the Reserve Account is at least equal to the applicable Reserve Requirement.

The District will covenant in the Indenture that it will deposit the net proceeds of any foreclosure in the Special Tax Fund and will apply such proceeds remaining after the payment of Administrative Expenses to make current payments of principal and interest on the Bonds and any Parity Bonds, to bring the amount on deposit in the 2023 Bonds Reserve Subaccount up to the 2023 Bonds Reserve Requirement and the amount on deposit in any other Subaccount of the Reserve Account up to the applicable Reserve Requirement, and to pay any



delinquent installments of principal or interest due on the Bonds and any Parity Bonds. See APPENDIX D — “SUMMARY OF THE INDENTURE — COVENANTS AND WARRANTY — Covenants” herein.

If foreclosure is necessary and other funds (including amounts in the 2023 Bonds Reserve Subaccount) have been exhausted, debt service payments on the Bonds could be delayed unless the foreclosure proceedings produce sufficient net foreclosure sale proceeds. Judicial foreclosure actions are subject to the normal delays associated with court cases and may be further slowed by bankruptcy actions, involvement by agencies of the federal government and other factors beyond the control of the City and the District. See the caption “SPECIAL RISK FACTORS — Enforcement Delays – Bankruptcy.” Moreover, no assurances can be given that the real property subject to foreclosure and sale at a judicial foreclosure sale will be sold or, if sold, that the net proceeds of such sale will be sufficient to pay any delinquent Special Tax installment. See the caption “SPECIAL RISK FACTORS — Property Values.” Although the Act authorizes the District to cause such an action to be commenced and diligently pursued to completion, the Act does not impose on the District or the City any obligation to purchase or acquire any lot or parcel of property sold at a foreclosure sale if there is no other purchaser at such sale. The Act provides that, in the case of a delinquency, the Special Tax will have the same lien priority as is provided for *ad valorem* taxes.

### **No Teeter Plan**

The District does not participate in the County’s Teeter Plan described above. Accordingly, the collection of Special Taxes is subject to delinquencies.

### **2023 Bonds Reserve Subaccount of the Reserve Account of the Special Tax Fund**

In order to secure further the payment of principal of and interest on the Bonds, the District is required, upon delivery of the Bonds, to deposit in the 2023 Bonds Reserve Subaccount and thereafter to maintain in the 2023 Bonds Reserve Subaccount an amount equal to the 2023 Bonds Reserve Requirement. The term “2023 Bonds Reserve Requirement” is defined in the Indenture to mean, that amount as of any date of calculation, equal to the lesser of: (i) 10% of the initial principal amount of the Bonds; (ii) Maximum Annual Debt Service on the then Outstanding Bonds; (iii) 125% of average Annual Debt Service on the then Outstanding Bonds; provided, however, that the 2023 Bonds Reserve Subaccount shall not exceed \$\_\_\_\_\_. The Reserve Requirement may be satisfied in whole or in part by cash, a Reserve Policy (as defined in the Indenture), or a combination thereof. On the date of issuance of the Bonds, the District will deposit \$\_\_\_\_\_ from proceeds of the Bonds into the 2023 Bonds Reserve Subaccount to satisfy the 2023 Bonds Reserve Requirement.

The 2023 Bonds Reserve Subaccount only secures and the amounts therein are only available to pay the principal of, redemption premium, if any, and interest on the Bonds. In connection with the issuance of a series of Parity Bonds, if any, the District may establish an additional Subaccount within the Reserve Account which secures such series of Parity Bonds. Such additional Subaccounts within the Reserve Account established for Parity Bonds will not secure the Bonds.

Subject to the limits on the maximum annual Special Tax levy set forth in the Rate and Method and in the Indenture, the District will covenant in the Indenture to levy Special Taxes in an amount sufficient, in light of the other intended uses of the Special Tax proceeds, to maintain the balance in the 2023 Bonds Reserve Subaccount at the 2023 Bonds Reserve Requirement and any other Subaccount of the Reserve Account at the applicable Reserve Requirement. Amounts in the 2023 Bonds Reserve Subaccount are to be applied: (i) to pay debt service on the Bonds, including Sinking Fund Payments, to the extent that other monies are not available therefor; (ii) to redeem Bonds in the event of prepayment of Special Taxes, to optionally redeem Bonds or in connection with a partial defeasance of Bonds, in accordance with the Indenture; and (iii) to pay any rebate requirements with respect to the Bonds. See Appendix D under the caption “CREATION OF FUNDS AND APPLICATION OF PROCEEDS — Reserve Account of the Special Tax Fund.

## **Surplus Fund**

After the transfer of Administrative Expenses to the Administrative Expense Fund up to the Administrative Expenses Cap, the payment of principal of and interest on the Bonds when due, transfers to the Redemption Account to pay principal and premium, if any, on Bonds called for redemption, transfers to replenish the Reserve Account to the Reserve Requirement and any required transfers to the Rebate Fund, as soon as practicable after each September 1, and in any event prior to each September 15, the Trustee will transfer all remaining amounts in the Special Tax Fund to the Surplus Fund, other than amounts in the Special Tax Fund which (i) the District has included as being available in the Special Tax Fund in calculating the amount of the levy of Special Taxes for such Fiscal Year pursuant to the Indenture or (ii) amounts to be transferred to the Acquisition and Construction Fund because such amounts were included in the levy of Special Taxes for the previous Fiscal Year to pay for the acquisition or construction of the Project. Moneys deposited in the Surplus Fund may be applied to pay the principal of, including Sinking Fund Payments, premium, if any, and interest on the Bonds and any Parity Bonds when due in the event that moneys in the Special Tax Fund and the Reserve Account of the Special Tax Fund are insufficient therefor, to replenish the Reserve Account to the Reserve Requirement, to pay Administrative Expenses in excess of the Administrative Expenses Cap, to pay Project Costs, or for any other lawful purpose of the District.

The amounts in the Surplus Fund are not pledged to the repayment of the Bonds or any Parity Bonds and may be used by the District for any lawful purpose.

## **Issuance of Parity Bonds**

The Indenture provides that, upon satisfaction of certain conditions, the District may issue Parity Bonds payable from the Net Taxes and other amounts deposited in the Special Tax Fund (other than in the Administrative Expenses Account therein) and secured by a lien and charge upon such amounts equal to the lien and charge securing the Outstanding Bonds and any other Parity Bonds theretofore issued; provided, however, Parity Bonds may only be issued: (i) for the purpose of refunding all or a portion of the Bonds or any Parity Bonds then Outstanding, or (ii) for other purposes of the District in a principal amount not to exceed \$13,110,000\*.

Parity Bonds may be issued subject to certain additional specific conditions, which are conditions precedent to the issuance of any such Parity Bonds, including:

Where the Parity Bonds are being issued other than to refund the Bonds or other Parity Bonds, the District shall have received a certificate of the Special Tax Administrator certifying that (i) the maximum Special Taxes (based on development status of the Taxable Property at the time of issuance of such Parity Bonds) that may be levied in each Fiscal Year, less the Administrative Expenses Cap, is not less than 110% of the Annual Debt Service in the Bond Year that begins in such Fiscal Year; and (ii) the Value of District Property is not less than four (4) times the sum of Direct Debt for District Property plus Overlapping Debt allocable to all property in the District subject to the Special Tax. For purposes of the foregoing certificate of the Special Tax Administrator, all calculations shall consider the Parity Bonds proposed to be issued to be Outstanding. If the Parity Bonds are issued to refund the Bonds or other Parity Bonds, the District shall have received a certificate of an Independent Financial Consultant certifying that in each Bond Year the Annual Debt Service on the Bonds and Parity Bonds to remain Outstanding following the issuance of the Parity Bonds proposed to be issued is less than the Annual Debt Service on the Bonds and Parity Bonds Outstanding prior to the issuance of such Parity Bonds. See APPENDIX D — “SUMMARY OF THE INDENTURE — DEFEASANCE AND PARITY BONDS” for a complete description of the conditions precedent for the issuance of Parity Bonds.

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\* Preliminary, subject to change.

As further development occurs within the District, the District expects to issue Parity Bonds for the purpose of financing additional facilities.

## **THE COMMUNITY FACILITIES DISTRICT**

### **General**

The City formed the District on February 7, 2017. The District is located in the northeastern portion of the City and is bounded by Starlight Avenue to the west, N. Highland Springs Avenue to the east and Cougar Way to the north. Tri Pointe is developing the land within the District into a residential development of 704 age-restricted (55+) single family detached homes known as “Altis Beaumont” in the City. The Vuepoint, a 16,000 square foot community center that offers several swimming pools, five pickleball courts, a billiards lounge, a fitness club, as well as studies and outdoor event spaces is located at the center of Altis Beaumont. Since the first homes were completed in 2019, Altis Beaumont has won several architectural design and planning awards.

The District is part of a master planned community known as “Sundance.” At buildout, Sundance is expected to consist of approximately 4,450 residential units on approximately 1,195 acres of land, with 13.5 acres of commercial/industrial land uses and the balance set aside for public/quasi/public uses. The Sundance master planned community is complete, with the exception of the remaining units to be developed and sold in the District.

### **Status of Development in the District**

As of February 1, 2023, the date of value set forth in the Appraisal Report (as hereinafter defined), 416 homes within the District had been built and sold to individual homeowners, and Tri Pointe owned 24 completed homes (4 of which were in escrow) which include 12 model homes, 23 homes under construction (none of which were in escrow), 116 lots in a finished condition without any vertical construction thereon (none of which were in escrow), and 125 lots in a partially finished condition (none of which were in escrow).

As of February 1, 2023, building permits had been issued for 561 of the parcels within the District and no additional building permits were issued prior to March 1, 2023; accordingly, 561 lots will be classified as Developed Property, and Special Taxes will be levied against such properties in Fiscal Year 2023-24. The Bonds have been sized so that the Assigned Special Taxes on the 561 parcels of Developed Property as of February 1, 2023 produce an amount equal to at least 110% of the debt service due on the Bonds plus Administrative Expenses of \$30,000. Neither the Assigned Special Taxes nor the Administrative Expenses escalate over time.

As of April 10, 2023, an additional 8 completed homes had been conveyed to individual homeowners and 14 homes were under contract to be sold. Homes under contract may not result in closed escrows as sales contracts are subject to cancellation. The Developer currently expects to complete and convey all homes planned within the District to individual homebuyers by the third quarter of 2025. See “PROPERTY OWNERSHIP AND THE DEVELOPMENT” and “SPECIAL RISK FACTORS” — “Increasing Mortgage Interest Rates” for a discussion on how rising mortgage interest rates may impact the Developer’s ability to complete development within the District as planned.

All property planned for residential development in the District is being developed by the Developer. The area remaining to be built in the District has been graded; however, certain infrastructure (water, street improvements, streetlights and dry utilities including power, gas cable and phone) necessary to build out the balance of homes remains to be completed within the District. See the aerial photo of the District following the table of contents for a depiction of the development of the District as of December 4, 2022.

The Developer currently expects to complete and convey all homes planned within the District to individual homebuyers by the third quarter of 2025. See “PROPERTY OWNERSHIP AND THE DEVELOPMENT” and “SPECIAL RISK FACTORS” — “Increasing Mortgage Interest Rates” for a discussion

on how rising mortgage interest rates may impact the Developer’s ability to complete development within the District as planned.

Annual Debt Service for the Bonds has been structured so that Assigned Special Taxes levied on all taxable parcels of Developed Property (561 lots) as of February 1, 2023, assuming no delinquencies, will generate in each Fiscal Year not less than 110% of debt service payable with respect to the Bonds in the calendar year that begins in that Fiscal Year, plus estimated Administrative Expenses, assuming that Special Taxes are levied and collected on such Developed Property in the District pursuant to the Rate and Method.

Table 1 below sets forth the Assigned Special Tax per unit of Developed Property and Final Map Property, the Fiscal Year 2023-24 projected Special Tax levy and the percent of such levy based on land use class. The District expects to levy the Special Tax only on Developed Property and not on Final Map Property in Fiscal Year 2023-24, however, the District has the ability to levy the Special Tax on Final Map Property under the Rate and Method if necessary to meet the Special Tax Requirement.

**TABLE 1  
CITY OF BEAUMONT  
COMMUNITY FACILITIES DISTRICT NO. 2016-3 (SUNDANCE)  
ASSIGNED SPECIAL TAXES**

<i>Land Use<sup>(1)</sup></i>	<i>Tax Class</i>	<i>Building Square Footage</i>	<i>No. of Parcels</i>	<i>Fiscal Year 2023-24 Assigned Special Tax<sup>(2)</sup></i>	<i>Fiscal Year 2023-24 Projected Special Tax Per Parcel</i>	<i>Total Projected Fiscal Year 2023-24 Special Tax Levy<sup>(3)</sup></i>	<i>Percent of Total</i>
Residential	D1	Less than 1,426 sq. ft.	25	\$1,366	\$1,366	\$ 34,150	3.82%
Residential	D2	1,426 sq. ft. to 1,575 sq. ft.	181	1,436	1,436	259,916	29.08
Residential	D3	1,576 sq. ft. to 1,725 sq. ft.	102	1,520	1,520	155,040	17.34
Residential	D4	1,726 sq. ft. to 1,875 sq. ft.	39	1,590	1,590	62,010	6.94
Residential	D5	1,876 sq. ft. to 2,025 sq. ft.	92	1,659	1,659	152,628	17.07
Residential	D6	2,026 sq. ft. to 2,175 sq. ft.	18	1,785	1,785	32,130	3.59
Residential	D7	2,176 sq. ft. to 2,325 sq. ft.	76	1,855	1,855	140,980	15.77
Residential	D8	2,326 sq. ft. to 2,475 sq. ft.	7	1,980	1,980	13,860	1.55
Residential	D9	Greater than 2,475 sq. ft.	21	2,058	2,058	43,218	4.83
Final Map Property	FM	N/A	<u>143</u>	14,310	0	<u>0</u>	<u>0.00</u>
<b>Total</b>			<b>704</b>			<b>\$ 893,932</b>	<b>100.00%</b>

<sup>(1)</sup> Reflects Developed Property unless otherwise noted as Final Map Property.

<sup>(2)</sup> Assigned Special Tax is per Unit for Residential Property and per Acre for Final Map Property.

<sup>(3)</sup> Levied in an amount sufficient to cover debt service on the Bonds, pay Administrative Expenses of \$30,000, and bring the total Special Tax levy to an amount equal to the Assigned Special Tax Rate.

Source: Webb Municipal Finance, LLC.

### Description of Authorized Facilities

Pursuant to a Settlement Agreement with the Developer, the Developer agreed to pay and/or advance certain development impact fees (“DIF Fees”) to the City for the construction of certain facilities. The City has used and will use a portion of these DIF Fees to construct certain authorized facilities benefiting the District (collectively, the “DIF Facilities”). The Bond proceeds deposited to the Acquisition and Construction Fund, held under the Indenture, are expected to be used to reimburse the Developer for the cost of the DIF Facilities, along with certain other eligible public infrastructure improvements.

### Appraisal Report

The estimated assessed value of the property within the District, as shown on the County’s assessment roll for Fiscal Year 2022-23, is approximately \$113,661,854. However, as a result of the requirements of Article XIII A of the California Constitution, a property’s assessed value is not necessarily indicative of its market value.

In order to provide information with respect to the value of the property within the District, the City engaged Integra Realty Resources, the Appraiser, to prepare the Appraisal Report. The Appraiser has an “MAI” designation from the Appraisal Institute and has prepared numerous appraisals for the sale of land-secured municipal bonds. The Appraiser was selected by the City through a request for proposal process and has no material relationships with the City, the District, or the owners of the land within the District other than the relationship represented by the engagement to prepare the Appraisal Report. The City instructed the Appraiser to prepare its analysis and report in conformity with City-approved guidelines and the Appraisal Standards for Land Secured Financings published in 1994 and revised in 2004 by the California Debt and Investment Advisory Commission. A copy of the Appraisal Report is included as APPENDIX I—“APPRAISAL REPORT” to this Official Statement.

The purpose of the Appraisal Report was to estimate the market value, by parcel, and aggregate value of the “as is” condition of the property within the District subject to the Special Taxes because such property did not have an improved value on the Fiscal Year 2022-23 County Assessor’s roll. The remainder of the taxable property is valued in the Appraisal based on its assessed value. The estimate of market value takes into consideration and assumes the improvements to be funded with the proceeds of the Bonds have been installed and that the development costs provided to the Appraiser by the Developer include all of the costs necessary to bring the subject properties to a finished lot condition. The Appraisal Report appraised 494 of the lots within the District (\$132,062,000) and relied on the assessed value for the remaining 210 lots (\$87,152,262). Subject to the contingencies, assumptions and limiting conditions set forth in the Appraisal Report, the Appraiser concluded that, as of February 1, 2023 the value of the Taxable Parcels (based on appraised and assessed values) within the District was \$219,214,262. In the Bring Forward Letter, the Appraiser concludes, based on the assumptions and limiting conditions set forth therein, that as of April 17, 2023, the value of the appraiser property was not less than the market value as of the date of value.

In estimating the market value, the Appraiser utilized a sales comparison approach for the completed single family homes and a land residual analysis for the remaining property to derive a value indication for the finalized lots within each tract adjusted by any costs to complete such finished lots.

Reference is made to Appendix I for a complete list of the assumptions and limiting conditions and a full discussion of the appraisal methodology and the basis for the Appraiser’s opinions. In the event that any of the contingencies, assumptions and limiting conditions are not actually realized, the value of the property within the District may be less than the amount reported in the Appraisal Report. In any case, there can be no assurance that any portion of the property within the District would actually sell for the amount indicated by the Appraisal Report.

The Appraisal Report merely indicates the Appraiser’s opinion as to the market value of the property referred to therein as of the date and under the conditions specified therein. The Appraiser’s opinion reflects conditions prevailing in the applicable market as of the date of the Appraisal Report. The Appraiser’s opinion does not predict the future value of the subject property, and there can be no assurance that market conditions will not change adversely in the future. See, for example, “SPECIAL RISK FACTORS— Impact of Economic Conditions on the Development in the District.”

It is a condition precedent to the issuance of the Bonds that the Appraiser deliver to the District a certification to the effect that, while the Appraiser has not updated the Appraisal Report since its date and has not undertaken any obligation to do so, nothing has come to the attention of the Appraiser subsequent to the date of the Appraisal Report that would cause the Appraiser to believe that the value of the property that it appraised in the District is less than the value reported in the Appraisal Report. However, the Appraiser notes that acts and events may have occurred since the date of the Appraisal Report which could result in both positive and negative effects on market value within the District.

## Value-to-Lien Ratios

Table 2 below incorporates the values assigned to parcels in the Appraisal Report, the estimated principal amount of the Bonds allocable to each category of parcels and the estimated assessed/appraised value-to-lien ratios for various categories of parcels based upon land values as of February 1, 2023 as set forth in the Appraisal Report and based on information received from the Developer. Based on the principal amount of the Bonds, the estimated assessed/appraised District-wide value-to-lien ratio including all Taxable Property as of February 1, 2023 is 24.66\*-to-1. This ratio does not include other direct and overlapping debt within the District. See “—Direct and Overlapping Indebtedness” below. Taking that direct and overlapping debt into account, the ratio of the aggregate assessed/appraised value of the Taxable Property within the District to the total principal amount of all direct and overlapping bonded debt for the District is approximately 15.30\*-to-1. The District expects to levy the Special Tax only on Developed Property and not on Final Map Property in Fiscal Year 2023-24, however, the District has the ability to levy the Special Tax on Final Map Property under the Rate and Method if necessary to meet the Special Tax Requirement. The estimated appraised/assessed District-wide value-to-lien ratio of Developed Property as of February 1, 2023 is 22.63\*-to-1. This ratio does not include other direct and overlapping debt within the District. See “—Direct and Overlapping Indebtedness” below. Taking that direct and overlapping debt into account, the ratio of the aggregate assessed/appraised value of Developed Property within the District to the total principal amount of all direct and overlapping bonded debt for the District is approximately 14.04\*-to-1.

**TABLE 2**  
**CITY OF BEAUMONT**  
**COMMUNITY FACILITIES DISTRICT NO. 2016-3**  
**ASSESSED/APPRaised VALUE-TO-LIEN RATIOS**  
**ALLOCATED BY PROPERTY OWNER**

<i>Property Owner/ Development Status<sup>(1)</sup></i>	<i>Parcels</i>	<i>Maximum Special Tax</i>	<i>Percent of Maximum Special Tax</i>	<i>Projected Fiscal Year 2023-24 Special Tax Levy<sup>(2)</sup></i>	<i>Percent of Projected Fiscal Year 2023-24 Special Tax Levy</i>	<i>Assessed/ Appraised Value</i>	<i>Allocation of Bonds<sup>(3)*</sup></i>	<i>Assessed/ Appraised Value-to- Lien<sup>(4)*</sup></i>
Developed - Tri Pointe	137	\$ 260,319	19.24%	\$ 217,122	24.29%	\$ 23,844,442	\$ 2,159,241	11.04:1
Developed - Individual Owners	424	809,534	59.82	676,810	75.71	177,308,820	6,730,759	26.34:1
<b>Subtotal Developed</b>	<b>561</b>	<b>\$1,069,853</b>	<b>79.05%</b>	<b>\$ 893,932</b>	<b>100.00%</b>	<b>\$201,153,262</b>	<b>\$ 8,890,000</b>	<b>22.63:1</b>
Final Map - Tri Pointe	143	\$ 283,495	20.95%	\$ 0	0.00%	\$ 18,061,000	\$ 0	N/A
<b>Subtotal Approved</b>	<b>143</b>	<b>\$ 283,495</b>	<b>20.95%</b>	<b>\$ 0</b>	<b>0.00%</b>	<b>\$ 18,061,000</b>	<b>\$ 0</b>	<b>N/A</b>
<b>Total</b>	<b>704</b>	<b>\$1,353,348</b>	<b>100.00%</b>	<b>\$ 893,932</b>	<b>100.00%</b>	<b>\$219,214,262</b>	<b>\$ 8,890,000</b>	<b>24.66:1</b>

\* Preliminary, subject to change.

(1) Ownership status is based on information from the Developer as of April 10, 2023.

(2) Levied in an amount sufficient to cover debt service on the Bonds, pay Administrative Expenses of \$30,000, and bring the total Special Tax levy to an amount equal to the Assigned Special Tax Rate.

(3) Based on projected Fiscal Year 2023-24 Special Tax levy.

(4) Aggregate value-to-lien based upon the par amount of the Bonds. Excludes direct and overlapping debt shown in Table 5.

Source: Webb Municipal Finance, LLC.

\* Preliminary, subject to change.

**Assessed Valuation History**

The following table represents the historical assessed valuation of the Taxable Property in the District as shown on the County Assessor’s roll for Fiscal Years 2018-19 through 2022-23.

**TABLE 3  
CITY OF BEAUMONT  
COMMUNITY FACILITIES DISTRICT NO. 2016-3  
HISTORICAL ASSESSED VALUES**

<i>Fiscal Year</i>	<i>Total Parcels</i>	<i>Parcels with Improvement Assessed Value</i>	<i>Land Assessed Value</i>	<i>Improvement Assessed Value</i>	<i>Total Assessed Valuation<sup>(1)</sup></i>	<i>Annual Percent Change</i>
2018-19 <sup>(2)</sup>	5	1	\$ 4,270,478	\$ 560,000	\$ 4,830,478	N/A
2019-20	376	12	4,277,659	2,911,700	7,189,359	48.83%
2020-21	704	89	8,634,964	25,853,815	34,488,779	379.72
2021-22	704	178	13,077,849	50,166,269	63,244,118	83.38
2022-23	704	324	21,544,727	92,117,127	113,661,854	79.72

<sup>(1)</sup> As of January 1 of each year as shown on the County Assessor’s Rolls. Total Assessed Value is calculated as the sum of Land Assessed Value and Improvement Assessed Value.

<sup>(2)</sup> While 5 parcels were included on the County Assessor’s Rolls in Fiscal Year 2018-19, the Special Tax levy did not commence until Fiscal Year 2019-20.

Source: Riverside County Assessor data compiled by Webb Municipal Finance, LLC.

Table 4 below summarizes the assessed/appraised value-to-lien of the Developed Property within the District by value-to-lien range based on development status as of February 1, 2023.

**TABLE 4  
CITY OF BEAUMONT  
COMMUNITY FACILITIES DISTRICT NO. 2016-3  
ASSESSED/APPRaised VALUE-TO-LIEN STRATIFICATION FOR PARCELS OF DEVELOPED PROPERTY**

<i>Appraised Value-to-Lien<sup>(1)</sup></i>	<i>No. of Parcels</i>	<i>Percent of Total Parcels</i>	<i>Projected Fiscal Year 2023-24 Special Tax Levy<sup>(4)</sup></i>	<i>Percent of Fiscal Year 2023-24 Levy</i>	<i>Fiscal Year 2023-24 Assigned Special Tax</i>	<i>Percent of Total Assigned Special Tax</i>	<i>Assessed/Appraised Value</i>	<i>Percent of Assessed/Appraised Value</i>	<i>Allocation of Bonds<sup>(5)*</sup></i>	<i>Aggregate Value-to-Lien*</i>
Less than 10.00:1	121	21.57%	\$ 192,554	21.54%	\$ 192,554	21.54%	\$ 16,246,000	8.08%	\$ 1,914,916	8.48:1
10.00:1 to 14.99:1 <sup>(2)</sup>	0	0.00	0	0.00	0	0.00	0	0.00	0	N/A
15.00:1 to 19.99:1	7	1.25	12,453	1.39	12,453	1.39	2,250,225	1.12	123,843	18.17:1
20.00:1 to 24.99:1	127	22.64	209,247	23.41	209,247	23.41	48,983,560	24.35	2,080,925	23.54:1
25.00:1 to 29.99:1	291	51.87	452,684	50.64	452,684	50.64	124,764,634	62.02	4,501,865	27.71:1
Greater than 29.99:1 <sup>(3)</sup>	<u>15</u>	<u>2.67</u>	<u>26,994</u>	<u>3.02</u>	<u>26,994</u>	<u>3.02</u>	<u>8,908,843</u>	<u>4.43</u>	<u>268,451</u>	<u>33.19:1</u>
<b>Total</b>	<b>561</b>	<b>100.00%</b>	<b>\$ 893,932</b>	<b>100.00%</b>	<b>\$ 893,932</b>	<b>100.00%</b>	<b>\$201,153,262</b>	<b>100.00%</b>	<b>\$ 8,890,000</b>	<b>22.63:1</b>

\* Preliminary, subject to change.

<sup>(1)</sup> Assessed/Appraised value-to-lien based upon par amount of the Bonds. Excludes direct and overlapping debt shown in Table 5.

<sup>(2)</sup> Minimum estimated appraised value-to-lien is 7.26\*:1.

<sup>(3)</sup> Highest estimated appraised value-to-lien is 42.67\*:1

<sup>(4)</sup> Levied in an amount sufficient to cover debt service on the Bonds, pay Administrative Expenses of \$30,000, and bring the total Special Tax levy to an amount equal to the Assigned Special Tax Rate.

<sup>(5)</sup> Based on projected Fiscal Year 2023-24 Special Tax levy.

Source: Webb Municipal Finance, LLC.



## Direct and Overlapping Debt

The District is included within the boundaries of overlapping local agencies providing governmental services. Some of these local agencies have outstanding bonds, and/or the authority to issue bonds, payable from taxes or assessments. The existing and authorized indebtedness payable from taxes and assessments that may be levied upon the property within the District is shown in Table 5 below. In addition to current debt, new community facilities districts and/or special assessment districts could be formed in the future encompassing all or a portion of the property within the District; and such districts or the agencies that formed them could issue more bonds and levy additional special taxes or assessments.

**TABLE 5  
CITY OF BEAUMONT  
COMMUNITY FACILITIES DISTRICT NO. 2016-3  
DIRECT AND OVERLAPPING DEBT**

<b>I. ASSESSED/APPAISED VALUE</b>						
Assessed/Appraised Valuation <sup>(1)</sup>						\$219,214,262
<b>II. LAND SECURED BOND INDEBTEDNESS</b>						
		<i>Parcels in 2016-3</i>				
<i>Outstanding Direct and Overlapping Bonded Debt</i>	<i>Type</i>		<i>Issued</i>	<i>Outstanding</i>	<i>% Applicable</i>	<i>Amount Applicable</i>
CFD 2016-3 BEAUMONT	CFD	704	\$8,890,000	\$8,890,000 <sup>(2)</sup>	100.00%	<u>\$ 8,890,000<sup>†</sup></u>
<b>TOTAL OUTSTANDING LAND SECURED BONDED DEBT <sup>(3)</sup></b>						<b>\$ 8,890,000<sup>†</sup></b>
		<i>Parcels in 2016-3</i>				
<i>Authorized and Unissued Direct and Overlapping Bonded Debt</i>	<i>Type</i>		<i>Authorized</i>	<i>Unissued</i>	<i>% Applicable</i>	<i>Amount Applicable</i>
CFD 2016-3 BEAUMONT	CFD	704	\$22,000,000	\$13,110,000	100.00%	<u>\$ 13,110,000<sup>†</sup></u>
<b>TOTAL UNISSUED LAND SECURED INDEBTEDNESS <sup>(3)</sup></b>						<b>\$ 13,110,000<sup>†</sup></b>
<b>TOTAL OUTSTANDING AND UNISSUED LAND SECURED INDEBTEDNESS</b>						<b>\$ 22,000,000</b>
<b>III. GENERAL OBLIGATION BOND INDEBTEDNESS</b>						
		<i>Parcels in 2016-3</i>				
<i>Outstanding Direct and Overlapping Bonded Debt</i>	<i>Type</i>		<i>Issued</i>	<i>Outstanding</i>	<i>% Applicable<sup>(4)</sup></i>	<i>Amount Applicable</i>
Beaumont Unified School B & I (0.07777%)	GO	704	\$112,564,160	\$114,620,539	2.69%	\$ 3,033,276
MT San Jacinto Comm (0.01320%)	GO	704	247,850,000	253,195,000	0.20	505,252
San Gorgonio Memorial Healthcare District (0.06242%)	GO	704	97,260,000	100,090,000	1.95	1,897,926
San Gorgonio Pass Water Agency (0.17500%)	GO	704	0	0	1.62	<u>0</u>
<b>TOTAL OUTSTANDING GENERAL OBLIGATION BONDED DEBT <sup>(3)</sup></b>						<b>\$ 5,436,454</b>
		<i>Parcels in 2016-3</i>				
<i>Authorized and Unissued Direct and Overlapping Indebtedness</i>	<i>Type</i>		<i>Authorized</i>	<i>Unissued</i>	<i>% Applicable<sup>(4)</sup></i>	<i>Amount Applicable</i>
Beaumont Unified School B & I (0.07777%)	GO	704	\$141,000,000	\$16,051,417	2.69%	\$ 432,539
MT San Jacinto Comm (0.01320%)	GO	704	295,000,000	0	0.20	0
San Gorgonio Memorial Healthcare District (0.06242%)	GO	704	108,000,000	0	1.95	0
San Gorgonio Pass Water Agency (0.17500%)	GO	704	0	0	1.62	<u>0</u>
<b>TOTAL UNISSUED GENERAL OBLIGATION INDEBTEDNESS</b>						<b>\$ 432,539</b>
<b>TOTAL OUTSTANDING AND UNISSUED GENERAL OBLIGATION INDEBTEDNESS</b>						<b>\$ 5,868,993</b>
<b>TOTAL OF ALL OUTSTANDING DIRECT AND OVERLAPPING BONDED DEBT</b>						<b>\$ 14,326,454<sup>†</sup></b>
<b>TOTAL OF ALL OUTSTANDING AND UNISSUED DIRECT AND OVERLAPPING INDEBTEDNESS</b>						<b>\$ 27,868,993<sup>†</sup></b>
<b>IV. Ratios to Assessed/Appraised Valuation</b>						
Outstanding Land Secured Bonded Debt			24.66 <sup>‡</sup> :1			
Total Outstanding Bonded Debt			15.30 <sup>‡</sup> :1			

\* Preliminary, subject to change.

(1) Assessed/appraised value is per the Appraisal Report with a date of value as of February 1, 2023.

(2) Amount outstanding is equal to the initial principal of the Bonds.

(3) Additional bonded debt or available bond authorization may exist but is not shown because a tax was not levied for Fiscal Year 2022-23.

(4) Percentage applicable determined by Fiscal Year 2022-23 Equalized Roll Assessed Value information.

Source: Webb Municipal Finance, LLC.

Annual Debt Service for the Bonds has been structured so that Assigned Special Taxes levied on all taxable parcels of Developed Property, assuming no delinquencies, will generate in each Fiscal Year not less than 110% of debt service payable with respect to the Bonds in the calendar year that begins in that Fiscal Year, plus the Administrative Expenses Cap, assuming that Special Taxes are levied and collected on such Developed Property in the District pursuant to the Rate and Method.

Based on the principal amount of the Bonds, interest costs, Administrative Expenses being levied at the Administrative Expenses Cap, and Fiscal Year 2022-23 tax rates for all other taxing jurisdictions within the District, the total projected Fiscal Year 2023-24 average effective tax rate for Developed Property in the District as of February 1, 2023, is approximately 1.88% of the average value for parcels with improvement value. The following Table 6 sets forth the estimated total tax obligation of property in the District based on the average home size and an average value in the District, as set forth in the Appraisal Report.

**TABLE 6  
CITY OF BEAUMONT  
COMMUNITY FACILITIES DISTRICT NO. 2016-3  
ESTIMATED AVERAGE TAX OBLIGATION AT BUILDOUT<sup>(1)</sup>**

Average Home Value <sup>(2)</sup>	\$ 420,117
<i>Ad Valorem</i> Property Taxes:	
<i>Ad-Valorem</i> Tax Rate (1.00%)	\$ 4,201.17
Beaumont Unified School (0.07777%)	326.73
San Gorgonio Pass Memorial Hospital (0.06242%)	262.24
San Gorgonio Pass Water District (0.17500%)	735.21
Mt. San Jacinto Community College District (0.01320%)	<u>55.46</u>
<b>Total General Property Taxes</b>	<b>\$ 5,580.80</b>
 Assessment, Special Taxes & Parcel Charges:	
CFD 2016-3 <sup>(3)</sup>	\$ 1,594.98
CFD 2016-3 Public Serv <sup>(4)</sup>	546.61
CFD 2016-3 Maint Serv <sup>(5)</sup>	94.60
FLD CNTL STORMWATER /CLEANWATER	2.84
San Gorgonio Hospital Measure D	<u>60.52</u>
<b>Total Assessment Charges</b>	<b>\$ 2,299.55</b>
 <b>Average Total Property Tax</b>	 <b>\$ 7,880.35</b>
<b>Average Effective Tax Rate</b>	<b>1.88%</b>

- <sup>(1)</sup> Average Fiscal Year 2023-23 tax rates based upon Fiscal Year 2022-23 Overlapping Taxes and Assessment Rates.
- <sup>(2)</sup> Average Home Value is based upon average Appraised/Assessed Values for Developed parcels indicated as Complete per the Appraisal Report.
- <sup>(3)</sup> Reflects the District's Average Projected Fiscal Year 2023-24 Special Tax levy for Developed Property indicated as Complete per the Appraisal Report.
- <sup>(4)</sup> Reflects the District's Fiscal Year 2023-24 projected Special Tax levy for facilities for Developed Property. Per the Rate and Method, the maximum special tax for public safety services for the prior fiscal year shall be adjusted by the greater of (i) an amount equal to the positive annual percent change in the Consumer Price Index for the Calendar Year ending in December of the prior fiscal year or (ii) five percent. As CPI data for December 2022 is not available, the percentage calculated pursuant to (i) cannot be precisely estimated. Instead, an estimate of 5.00% has been utilized.
- <sup>(5)</sup> Reflects the District's Fiscal Year 2023-24 projected Special Tax levy for Developed Property. Per the Rate and Method, 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 positive annual percent change in the Consumer Price Index for the Calendar Year ending in December of the prior fiscal year or (ii) two percent. As CPI data for December 2022 is not available, the percentage calculated pursuant to (i) cannot be precisely estimated. Instead, an estimate of 2.00% has been utilized.

Source: Webb Municipal Finance, LLC, based on Home Value information provided by Riverside County.

## Delinquency History

Special Taxes within the District were first levied in Fiscal Year 2019-20 in the amount of \$100,822. For each Fiscal Year, the first installment of the Special Taxes becomes due on December 10 and the second installment becomes due on April 10. Table 7 below summarizes the annual secured tax levies within the District and the amounts delinquent as of March 31, 2023 for Fiscal Years 2019-20 through 2022-23. Future delinquencies could increase as a result of factors such as changes in the local or national economy, increases in the mortgage rates and/or increases in the unemployment rate in the area. See “SPECIAL RISK FACTORS—Special Tax Delinquencies” and “SPECIAL RISK FACTORS—Increasing Mortgage Interest Rates.”

**TABLE 7  
CITY OF BEAUMONT  
COMMUNITY FACILITIES DISTRICT NO. 2016-3  
SPECIAL TAX LEVIES, DELINQUENCIES, AND DELINQUENCY RATES  
FISCAL YEARS 2019-20 THROUGH 2022-23**

Fiscal Year	Amount Levied	Parcels Levied	As of Fiscal Year End			As of March 31, 2023		
			Parcels Delinquent	Amount Delinquent	Percent Delinquent	Parcels Delinquent	Amount Delinquent	Percent Delinquent
2019-20 <sup>(1)</sup>	\$100,822.00	61	9	\$10,346.00	10.26%	0	\$ 0.00	0.00%
2020-21	207,685.00	124	8	10,782.00	5.19	0	0.00	0.00
2021-22	486,922.00	297	9	8,248.00	1.69	0	0.00	0.00
2022-23 <sup>(2)</sup>	299,434.50	373	N/A	N/A	N/A	7	5,361.50	1.79

<sup>(1)</sup> Fiscal Year 2019-20 was the first year the special tax was levied.

<sup>(2)</sup> Accounts for first installment only.

Source: Webb Municipal Finance, LLC and Riverside County Tax Collector.

## Top Taxpayers

As of April 10 2023, individual homeowners owned 424 of the 561 parcels of Developed Property in the District. Based on ownership status and development status as of April 10, 2023, individual homeowners are projected to be responsible for 75.71% of the Special Taxes projected to be levied on Developed Property in Fiscal Year 2023-24, with the Developer being responsible for the other 24.29%.

As of April 10, 2023, individual homeowners owned 424 of the 704 parcels of Taxable Property in the District. Based on ownership status and development status as of April 10, 2023, individual homeowners are projected to be responsible for 59.82% of the Maximum Special Tax that may be levied on Taxable Property in Fiscal Year 2023-24, with the Developer being responsible for the other 40.18%.

The District expects to levy the Special Tax only on the 561 parcels classified as Developed Property as of April 10, 2023 and not on the 143 parcels of Final Map Property in Fiscal Year 2023-24, however, the District has the ability to levy the Special Tax on Final Map Property under the Rate and Method if necessary to meet the Special Tax Requirement. The District is not aware of any individual, other than the Developer, who owns more than one parcel within the District.

## PROPERTY OWNERSHIP AND THE DEVELOPMENT

*The information regarding the development and ownership of the Property contained under this caption, “PROPERTY OWNERSHIP AND THE DEVELOPMENT,” has been provided by representatives of Tri Pointe Homes IE-SD, Inc., a California corporation (the “Developer” or “Tri Pointe”), and has not been independently confirmed or verified by the Underwriter, the City or the District. The Underwriter, the City and the District make no representation as to the accuracy or adequacy of the information contained under this caption. There may be material adverse changes in this information after the date of this Official Statement. Neither the Bonds*

*nor the Special Taxes securing the Bonds are personal obligations of the Developer or any affiliate thereof, or any other property owner and, in the event that any property owner defaults in the payment of its Special Taxes, the District may proceed with judicial foreclosure but has no direct recourse to the assets of any property owner or any affiliate thereof. See “SPECIAL RISK FACTORS” herein.”*

## **The Developer**

As previously defined in this Official Statement as the “Developer” or “Tri Pointe” is Tri Pointe Homes IE-SD, Inc., a California corporation, which is an indirect, wholly-owned subsidiary of Tri Pointe Homes, Inc., a Delaware corporation (“Tri Pointe Homes”), a publicly traded company whose common stock is listed on the New York Stock Exchange under the ticker symbol “TPH”. Tri Pointe Homes is engaged in the design, construction and sale of innovative single-family attached and detached homes in 15 markets across ten states and the District of Columbia. Effective January 15, 2021, Tri Pointe Homes changed its corporate name from “TRI Pointe Group, Inc.” to “Tri Pointe Homes, Inc.” and consolidated its six regional homebuilding brands into one unified name—Tri Pointe Homes.

Tri Pointe Homes is subject to the informational requirements of the Exchange Act and, in accordance therewith, files reports, proxy statements, and other information, including financial statements, with the SEC. Such filings, set forth, among other things, certain data relative to the consolidated results of operations and financial position of Tri Pointe Homes and its consolidated subsidiaries, including Tri Pointe, as of such dates (e.g., see Tri Pointe Homes’ Annual Report on Form 10-K for the fiscal year ended December 31, 2022, as filed with the SEC on February 21, 2023, and Tri Pointe Homes’ Quarterly Report on Form 10-Q for the quarter ended September 30, 2022, as filed with the SEC on October 27, 2022).

The SEC maintains an Internet web site that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC, including Tri Pointe Homes. The address of such Internet web site is [www.sec.gov](http://www.sec.gov). All documents filed by Tri Pointe Homes pursuant to the requirements of the Exchange Act after the date of this Official Statement will be available for inspection in such manner as the SEC prescribes. Copies of Tri Pointe Homes’ most recent Annual Report on Form 10-K and each of its other quarterly and current reports, including any amendments, are available in the “investors” portion of its website at [www.tripointehomes.com](http://www.tripointehomes.com).

*The foregoing website addresses and references to filings with the SEC are given for reference and convenience only, and the information on such websites and on file with the SEC does not form a part of this Official Statement and is not incorporated by reference herein. No representation is made in this Official Statement as to the accuracy or adequacy of the information contained on such websites. Tri Pointe Homes and Tri Pointe are not obligated to advance funds for construction or development or to pay ad valorem property taxes or the Special Taxes and investors should not rely on the information and financial statements contained on such websites in evaluating whether to buy, hold or sell the Bonds. The information contained on such websites may be incomplete or inaccurate and has not been reviewed by the City or the Underwriter.*

## **Development and Financing Plan**

The Altis Beaumont development includes 704 planned age-restricted (55+) single family detached homes with 18 floor plans ranging in size from approximately 1,419 square feet to approximately 2,559 square feet. The following table describes the development and ownership status as of April 10, 2023 by floor plan within the Altis Beaumont development.

**TABLE 8  
ALTIS BEAUMONT  
DEVELOPMENT AND OWNERSHIP STATUS  
(AS OF APRIL 10, 2023)**

<i>Floor Plan</i>	<i>Total Units Planned</i>	<i>Estimated Home Square Footage</i>	<i>Closings as of April 10, 2023</i>	<i>Completed Homes/ Models</i>	<i>Homes Under Construction</i>	<i>Finished Lots</i>	<i>Partially Finished Lots</i>	<i>Homes in Escrow</i>	<i>Base Home Prices</i>
<b>Avid</b>									
Plan 1	25	1,661	23	2	0	0	0	0	\$340,000
Plan 2	15	1,802	14	1	0	0	0	0	359,000
Plan 3	<u>25</u>	<u>1,929</u>	<u>24</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>374,000</u>
<b>Total Avid</b>	<b>65</b>		<b>61</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Elan</b>									
Plan 1	26	2,278	26	0	0	0	0	0	\$402,000
Plan 2	7	2,404	7	0	0	0	0	0	408,000
Plan 3	<u>21</u>	<u>2,559</u>	<u>21</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>423,000</u>
<b>Total Elan</b>	<b>54</b>		<b>54</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	Closed Out
<b>Lina</b>									
Plan 1	43	1,934	4	5	3	15	16	1	\$452,000
Plan 2	44	1,989	7	1	2	17	17	1	466,000
Plan 3	<u>43</u>	<u>2,186</u>	<u>7</u>	<u>1</u>	<u>3</u>	<u>15</u>	<u>17</u>	<u>3</u>	<u>491,000</u>
<b>Total Lina</b>	<b>130</b>		<b>18</b>	<b>7</b>	<b>8</b>	<b>47</b>	<b>50</b>	<b>5</b>	
<b>Mira</b>									
Plan 1	13	1,972	13	0	0	0	0	0	\$377,000
Plan 1	2	2,626	2	0	0	0	0	0	365,000
Plan 2	18	2,174	17	1	0	0	0	0	418,000
Plan 3	<u>22</u>	<u>2,230</u>	<u>22</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>400,000</u>
<b>Total Mira</b>	<b>55</b>		<b>54</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Rosa</b>									
Plan 1	46	1,419	6	1	6	12	21	1	\$396,000
Plan 2	44	1,563	7	1	4	12	20	3	412,000
Plan 3	<u>43</u>	<u>1,763</u>	<u>6</u>	<u>1</u>	<u>6</u>	<u>11</u>	<u>19</u>	<u>2</u>	<u>434,000</u>
<b>Total Rosa</b>	<b>133</b>		<b>19</b>	<b>3</b>	<b>16</b>	<b>35</b>	<b>60</b>	<b>6</b>	
<b>Vita</b>									
Plan 1	98	1,473	82	3	0	2	11	2	\$418,000
Plan 2	83	1,534	65	2	0	3	13	1	423,000
Plan 3	<u>86</u>	<u>1,682</u>	<u>71</u>	<u>3</u>	<u>0</u>	<u>3</u>	<u>9</u>	<u>0</u>	<u>440,000</u>
<b>Total Vita</b>	<b>267</b>		<b>218</b>	<b>8</b>	<b>0</b>	<b>8</b>	<b>33</b>	<b>3</b>	
<b>Total</b>	<b>704</b>		<b>424</b>	<b>23</b>	<b>24</b>	<b>90</b>	<b>143</b>	<b>14</b>	

Source: The Developer.

As of April 10, 2023, of the 704 dwelling units planned within the District, individual homeowners owned 424 completed homes, while the Developer owned the remaining 23 completed homes (14 of which were in escrow) which include 12 model homes, 24 homes under construction (none of which were in escrow), 90 lots in a finished condition without any vertical construction thereon (none of which were in escrow) and 143 lots in a partially finished condition. As of April 10, 2023, of the 280 home sites owned by Tri Pointe, 14 were in escrow.

As of April 10, 2023, the area remaining to be built in the District has been graded; however, certain infrastructure (water, street improvements, streetlights and dry utilities including power, gas cable and phone) necessary to build out the balance of homes remain to be completed within the District. No discretionary approvals or remediation is necessary in order for Tri Pointe to complete its active development projects within the District. Tri Pointe anticipates closing escrow to individual homebuyers on all of the remaining homes

planned within the District by the third quarter of 2025. Sales contracts are subject to cancellation and, therefore, homes currently in escrow may not result in closed escrows with the prospective homebuyers.

To date, Tri Pointe has financed its land acquisition and various site development costs related to its property in the District through internally generated funds (which may include home sales revenues and funding from its parent company Tri Pointe Homes). As of April 10, 2023, Tri Pointe has expended approximately \$148.7 million on land acquisition and development and homebuilding costs in the District. As of such date, Tri Pointe expects to incur approximately \$34.1 million on remaining development and homebuilding costs in the District.

Tri Pointe expects to use internally generated funds (which may include home sales revenues and funding from its parent company Tri Pointe Homes) to complete its developments within the District, and believes that it will have sufficient funds available to complete its planned development as described in this Official Statement.

*Although Tri Pointe expects to have sufficient funds available to complete its development in the District as described in this Official Statement, there can be no assurance that amounts necessary to finance the remaining development costs will be available to Tri Pointe when needed. While Tri Pointe Homes has made such internal funding available in the past, there can be no assurance whatsoever of its willingness or ability to do so in the future. Neither Tri Pointe, nor any other entity or person is under any legal obligation of any kind to expend funds for the development of and construction of homes on Tri Pointe's property in The District or the payment of ad valorem property taxes or the Special Taxes. Any contributions by Tri Pointe or any other entity or person to fund the costs of such development are entirely voluntary.*

*If and to the extent that the aforementioned sources are inadequate to pay the costs to complete the planned development by Tri Pointe within The District and other financing is not put into place, there could be a shortfall in the funds required to complete the planned development by Tri Pointe or to pay ad valorem property taxes or Special Taxes related to Tri Pointe's property in The District, and the remaining portions of such development may not be completed. Many factors beyond Tri Pointe's control, or a decision by Tri Pointe to alter its current plans, may cause the actual sources and uses to differ from the projections. See "SPECIAL RISK FACTORS" herein for a discussion of risk factors."*

Except as described in this Official Statement and except for those consents, permits, authorizations, certifications and approvals of governmental entities required in the ordinary course of development, Tri Pointe has no actual knowledge of any impediment to construction or obtaining land use entitlements which could be reasonably expected to have a material adverse effect on its ability to complete the planned development of its property within The District as described in the Official Statement.

*Although the information in this Official Statement reflects the current development expectations of Tri Pointe, no assurance can be given that home construction and sales will be carried out on the schedule and according to the plans described herein, or that the home construction and sale plans or base prices set forth above will not change after the date of this Official Statement. Moreover, rising interest rate may affect prospective buyers' willingness or ability to close escrow or enter into future sales contracts. See "SPECIAL RISK FACTORS — Increasing Mortgage Interest Rates." Tri Pointe reserves the right to change its development at any time without notice. Additionally, homes under contract to be sold may not result in closed escrows as sales contracts are subject to cancellation. See "SPECIAL RISK FACTORS – Concentration of Property Ownership."*

*Increasing Mortgage Interest Rates.* Most of the purchasers of Tri Pointe's homes finance their acquisitions with mortgage financing. As such, rising interest rates, decreased availability of mortgage financing or of certain mortgage programs, higher down payment requirements or increased monthly mortgage costs could have a negative impact on the estimated absorption rates of Tri Pointe's planned for-sale homes in the District. Further, a combination of higher mortgage rates, delays in construction stemming from delays in the supply

chain, homebuyers' inability to sell their existing homes and adverse changes in local, regional or national economic conditions, among other factors, could contribute to an increase in Tri Pointe's rate of home order cancellations. An increase in the level of such cancellations could similarly have a negative impact on the estimated absorption rates of Tri Pointe's planned for-sale homes in the District.

### **SPECIAL RISK FACTORS**

The purchase of the Bonds involves significant risks and is not an appropriate investment for all investors. The following is a discussion of certain risk factors which should be considered, in addition to other matters set forth herein, in evaluating the investment quality of the Bonds. The Bonds have not been rated by a rating agency. This discussion does not purport to be comprehensive or definitive and does not purport to be a complete statement of all factors which may be considered as risks in evaluating the credit quality of the Bonds. The occurrence of one or more of the events discussed herein could adversely affect the ability or willingness of property owners in the District to pay their Special Taxes when due. Such failures to pay Special Taxes could result in the inability of the District to make full and punctual payments of debt service on the Bonds. In addition, the occurrence of one or more of the events discussed herein could adversely affect the value of the property in the District. See “—Property Values” and “—Limited Secondary Market.”

#### **Concentration of Ownership**

Based on ownership status and development status of Developed Property as of February 1, 2023, approximately 25.78% of the Special Taxes projected to be levied in Fiscal Year 2023-24 will be payable by the Developer. Based on ownership status and development status of Developed Property as of April 10, 2023, approximately 24.29% of the Special Taxes projected to be levied in Fiscal Year 2023-24 will be payable by the Developer. The Bonds have been sized so that the Assigned Special Taxes on the 561 parcels of Developed Property produce an amount equal to at least 110% of the debt service due on the Bonds plus Administrative Expenses of \$30,000.

Failure of the Developer, entities affiliated with the Developer or any successor(s), to pay the annual Special Taxes when due could result in a draw on the Reserve Account of the Special Tax Fund, and ultimately a default in payments of the principal of, and interest on, the Bonds, when due. No assurance can be given that the Developer or any successors, will complete the remaining intended construction and development in the District.

#### **Risks of Real Estate Secured Investments Generally**

The Bond Owners will be subject to the risks generally incident to an investment secured by real estate, including, without limitation: (i) adverse changes in local market conditions, such as changes in the market value of real property in the vicinity of the District, the supply of or demand for competitive properties in such area, and the market value of residential property or buildings and/or sites in the event of sale or foreclosure; (ii) changes in real estate tax rates and other operating expenses, governmental rules (including, without limitation, zoning laws and laws relating to endangered species and hazardous materials) and fiscal policies; (iii) natural disasters (including, without limitation, earthquakes, wildfires and floods), which may result in uninsured losses; (iv) adverse changes in local market conditions; and (v) increased delinquencies due to rising mortgage costs and other factors.

No assurance can be given that the property owners within the District will pay Special Taxes in the future or that they will be able to pay such Special Taxes on a timely basis. See the caption “— Enforcement Delays — Bankruptcy” for a discussion of certain limitations on the District's ability to pursue judicial proceedings with respect to delinquent parcels.

## **Limited Obligations**

The Bonds and interest thereon are not payable from the general funds of the City. Except with respect to the Net Taxes, neither the credit nor the taxing power of the District or the City is pledged for the payment of the Bonds or the interest thereon, and, except as provided in the Indenture, no Owner of the Bonds may compel the exercise of any taxing power by the District or the City or force the forfeiture of any City or District property. The principal of, premium, if any, and interest on the Bonds are not a debt of the City or a legal or equitable pledge, charge, lien or encumbrance upon any of the City's or the District's property or upon any of the City's or the District's income, receipts or revenues, except the Net Taxes and other amounts pledged under the Indenture.

The District's legal obligations with respect to any delinquent Special Taxes are limited to: (i) payments from the Subaccounts of the Reserve Account to the extent of funds on deposit therein; and (ii) the institution of judicial foreclosure proceedings under certain circumstances with respect to any parcels for which Special Taxes are delinquent. See the caption "SOURCES OF PAYMENT FOR THE BONDS — Special Taxes — *Proceeds of Foreclosure Sales*." The Bonds cannot be accelerated in the event of any default.

The obligation to pay Special Taxes does not constitute a personal obligation of the current or subsequent owners of the respective parcels which are subject to such liens. See the caption "— Payment of the Special Tax is Not a Personal Obligation of the Property Owners." Enforcement of Special Tax payment obligations by the District is limited to judicial foreclosure in the Superior Court of California, County of Placer. There is no assurance that any current or subsequent owner of a parcel subject to a Special Tax lien will be able to pay the amounts due or that such owner will choose to pay such amounts even though financially able to do so.

Failure by owners of the parcels to pay Special Tax installments when due, delay in foreclosure proceedings, or the inability of the District to sell parcels that have been subject to foreclosure proceedings for amounts sufficient to cover the delinquent installments of Special Taxes levied against such parcels may result in the inability of the District to make full or timely payments of debt service on the Bonds, which may in turn result in the depletion of the 2023 Bonds Reserve Subaccount. See the caption "— Enforcement Delays — Bankruptcy."

## **Insufficiency of Special Taxes**

As discussed below, the Special Taxes may not produce revenues sufficient to pay the debt service on the Bonds due to nonpayment of the amounts levied.

In order to pay debt service on the Bonds, it is generally necessary that the Special Taxes be paid in a timely manner. Should the Special Taxes not be paid on time, the District has established 2023 Bonds Reserve Subaccount under the Indenture to be maintained in an amount equal to the 2023 Bonds Reserve Requirement to pay debt service on the Bonds to the extent other funds are not available. See "SOURCES OF PAYMENT FOR THE BONDS — 2023 Bonds Reserve Subaccount of the Reserve Account of the Special Tax Fund." The District will covenant in the Indenture to maintain in the 2023 Bonds Reserve Subaccount an amount equal to the 2023 Bonds Reserve Requirement, subject, however, to the availability of Net Taxes in amounts sufficient to do so and to the limitation that the District may not levy the Special Tax in any Fiscal Year at a rate in excess of the maximum amounts permitted under the Rate and Method. See Appendix A and Appendix D hereto. As a result, if a significant number of Special Tax delinquencies occurs within the District, the District could be unable to replenish the 2023 Bonds Reserve Subaccount to the 2023 Bonds Reserve Requirement due to the limitations on the amount of the Special Tax that may be levied. If such defaults were to continue in successive years, the 2023 Bonds Reserve Subaccount could be depleted and a default on the Bonds could occur.

The 2023 Bonds Reserve Subaccount only secures and the amounts therein are only available to pay the principal of, redemption premium, if any, and interest on the Bonds. In connection with the issuance of a series



of Parity Bonds, if any, the District may establish additional Subaccounts within the Reserve Account which secures such series of Parity Bonds. Such additional Subaccounts within the Reserve Account established for Parity Bonds will not secure the Bonds.

The Act provides that, if any property within the District not otherwise exempt from the Special Tax is acquired by a public entity through a negotiated transaction, or by gift or devise, the Special Tax will continue to be levied on and enforceable against the public entity that acquired the property. In addition, the Act provides that, if property subject to the Special Tax is acquired by a public entity through eminent domain proceedings, the obligation to pay the Special Tax with respect to that property is to be treated as if it were a special assessment and be paid from the eminent domain award. The constitutionality and operation of these provisions of the Act have not been tested in the courts, but it is doubtful that they would be upheld as to, for example, property owned by the federal government. If for any reason property within the District becomes exempt from taxation by reason of ownership by a non-taxable entity such as the federal government or another public agency, subject to the limitation of the Maximum Special Tax, the Special Tax will be reallocated to the remaining taxable parcels within the District. This would result in the owners of such property paying a greater amount of the Special Tax and could have an adverse impact upon their willingness and/or ability to pay the Special Tax. Moreover, if a substantial portion of additional land within the District became exempt from the Special Tax because of public ownership, or otherwise, the Maximum Special Tax which could be levied upon the remaining acreage might not be sufficient to pay principal of and interest on the Bonds when due and a default will occur with respect to the payment of such principal and interest.

The District will covenant in the Indenture that, under certain circumstances, it will institute foreclosure proceedings to sell any property with delinquent Special Taxes in order to obtain funds to pay debt service on the Bonds. If foreclosure proceedings were ever instituted, any mortgage or deed of trust holder could, but would not be required to, advance the amount of the delinquent Special Tax to protect its security interest. See “SOURCES OF PAYMENT FOR THE BONDS — Special Taxes — *Proceeds of Foreclosure Sales*” for provisions which apply in the event of such foreclosure and which the District is required to follow in the event of delinquencies in the payment of the Special Tax.

In the event that sales or foreclosures of property are necessary, there could be a delay in payments to Owners of the Bonds (if the 2023 Bonds Reserve Subaccount has been depleted) pending such sales or the prosecution of such foreclosure proceedings and receipt by the City on behalf of the District of the proceeds of sale. The District may adjust the future Special Tax levied on taxable parcels in the District, subject to limitations described above under the caption “THE DISTRICT — Rate and Method of Apportionment,” to provide an amount required to pay interest on and principal of the Bonds, and the amount, if any, necessary to replenish the 2023 Bonds Reserve Subaccount to an amount equal to the 2023 Bonds Reserve Requirement, and to pay all current expenses. There is, however, no assurance that the total amount of the Special Tax that could be levied and collected against taxable parcels in the District will be at all times sufficient to pay the amounts required to be paid by the Indenture, even if the Special Tax is levied at the Maximum Special Tax rates. See “— Enforcement Delays — Bankruptcy.”

No assurance can be given that the real property subject to sale or foreclosure will be sold, or if sold, that the proceeds of sale will be sufficient to pay any delinquent installments of the Special Tax. The Act does not require the City to purchase or otherwise acquire any lot or parcel of property to be sold at foreclosure if there is no other purchaser at such sale. The Act and the Indenture do specify that the Special Tax will have the same lien priority as for ad valorem property taxes in the case of delinquency. Section 53356.6 of the Act requires that property sold pursuant to foreclosure under the Act be sold for not less than the amount of judgment in the foreclosure action, plus post judgment interest and authorized costs, unless the consent of the owners of 75% of the Outstanding Bonds and any Parity Bonds is obtained.

Prior to July 1, 1983, the right of redemption from foreclosure sales was limited to a period of one year from the date of sale. Under legislation effective July 1, 1983, the statutory right of redemption from such foreclosure sales has been repealed. However, a period of 20 days must elapse after the date on which the notice

of levy of the interest in real property was served on the judgment debtor before the sale of such lot or parcel can be made. Furthermore, if the purchaser at the sale is the judgment creditor (e.g., the District), an action may be commenced by the delinquent property owner within 90 days after the date of sale to set aside such sale. The constitutionality of the aforementioned legislation, which repeals the one-year redemption period, has not been tested and there can be no assurance that, if tested, such legislation will be upheld. (Section 701.680 of the Code of Civil Procedure of the State).

### **Increasing Mortgage Interest Rates**

30-year fixed mortgage interest rates have increased substantially over the past year and are expected to continue to increase in the near term. Increases in mortgage interest rates could have a negative impact on the estimated absorption rates of the planned for-sale residential units in the District described herein. With respect to entry-level households, increased mortgage interest rates may adversely impact the affordability of homes and may increase mortgage payment levels for owning a lower-priced home relative to renting a residence, thereby making purchasing less attractive. With respect to move-up households, higher mortgage interest rates may impact the desire of current homeowners to move from their present home due to the fact that their present home likely has a relatively low mortgage interest rate. In addition, the new home would likely have a higher interest rate on a new mortgage loan as well as higher purchase price and property taxes. Such considerations may decrease the desire for move-up households to purchase a new home.

### **Impact of Economic Conditions on the Development in the District**

Certain events and factors which negatively affect the regional, State and national economies could have an adverse effect on the pace at which the merchant builders are able to complete and sell homes and demand by and the ability of individuals to purchase homes within the District. Such events and factors could include rising inflation and interest rates, persistent supply chain issues, further impacts of the COVID-19 pandemic and global market instability caused by the war in Ukraine. Any adverse impact of the foregoing and other economic factors on the projects in the District and the real estate market in general cannot be predicted.

### **Natural Disasters**

The District, like all California communities, may be subject to unpredictable seismic activity, fires, floods, or other natural disasters. Southern California is a seismically active area. Seismic activity represents a potential risk for damage to buildings, roads, and property within the District. In addition, land susceptible to seismic activity may be subject to liquefaction during the occurrence of such event. The property within the District is located in a Fault-Rupture Hazard Zone (formerly referred to as an Alquist-Priolo Special Study Zone), as defined by Special Publication 42 (revised January 1994) of the California Department of Conservation, Division of Mines and Geology. The District is located approximately 1.3 miles southwest of the Banning Fault and 3.1 miles northwest of the San Geronio Pass Fault. The District is not located in a flood plain area.

In recent years, wildfires have caused extensive damage throughout the State. In some instances, entire neighborhoods have been destroyed. Several of the fires that occurred in recent years damaged or destroyed property in areas that were not previously considered to be at risk from such events. Some commentators believe that climate change will lead to even more frequent and more damaging wildfires in the future. Additionally, wildfires increase the risk of mudslides in areas like the District that are surrounded by hillsides. In general, property damage due to wildfire or mudslides could result in a significant decrease in the market value of property in the District and in the ability or willingness of property owners to pay Special Taxes.

Western Riverside County, in which the District is located, has previously experienced large-scale wildfires that resulted in the destruction of homes and businesses. According to the City's Municipal Code, which incorporates portions of the County's Ordinance 787 and the California Fire Code by reference, the District is not located in a Very High Fire Hazard Severity Zone. More information regarding Fire Hazard Severity Zones, including the most recent Fire Hazard Severity Zone Maps, can be found at the California

Department of Forestry and Fire Protection website at <http://frap.fire.ca.gov/index>, though such website is not incorporated herein by reference. Homeowner's insurance is available to property owners within the District, and the coverage provided by such insurance typically insures against fire damage, although there is no assurance that homeowners within the District will purchase or maintain such insurance.

In the event of a severe earthquake, fire, flood or other natural disaster, there may be significant damage to both property and infrastructure in the District. As a result, a substantial portion of the property owners may be unable or unwilling to pay the Special Taxes when due. In addition, the value of land in the District could be diminished in the aftermath of such a natural disaster, reducing the resulting proceeds of foreclosure sales in the event of delinquencies in the payment of the Special Taxes.

### **Hazardous Substances**

While government taxes, assessments and charges are a common claim against the value of a parcel, other less common claims may also be relevant. One of the most serious in terms of the potential reduction in the value of a parcel is a claim with regard to a hazardous substance. In general, the owners and operators of a parcel may be required by law to remedy conditions relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Super Fund Act," is the most well-known and widely applicable of these laws, but California laws with regard to hazardous substances are also stringent and similar in effect. Under many of these laws, the owner (or operator) is obligated to remedy a hazardous substance condition of a parcel whether or not the owner (or operator) had anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the parcels within the District be affected by a hazardous substance, is to reduce the marketability and value by the costs of remedying the condition.

The District is not aware of the presence of any federally or state classified hazardous substances in violation of any environmental laws, located on the property within the District. However, it is possible that such materials do currently exist and that the District is not aware of them.

It is possible that property in the District may be liable for hazardous substances in the future as a result of the existence, currently, of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or the existence, currently, on the property of a substance not presently classified as hazardous but which may in the future be so classified. Additionally, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling such substance. All of these possibilities could have the effect of reducing the value of the applicable property.

### **Direct and Overlapping Indebtedness**

The ability of an owner of property within the District to pay the applicable Special Taxes could be affected by the existence of other taxes and assessments imposed upon taxable parcels. See "THE COMMUNITY FACILITIES DISTRICT — Direct and Overlapping Debt" herein. The City and other public agencies whose boundaries overlap those of the District could impose additional taxes or assessment liens on the property within the District in order to finance public improvements or services to be located or provided inside of or outside of such area. The lien created on the property within the District through the levy of such additional taxes may be on a parity with the lien of the Special Taxes applicable to the property within the District.

The imposition of additional liens on a parity with the Special Taxes may reduce the ability or willingness of property owners to pay the Special Taxes and increase the possibility that foreclosure proceeds will not be adequate to pay delinquent Special Taxes.

## **Payment of the Special Tax is not a Personal Obligation of the Property Owners**

An owner of a taxable parcel is not personally obligated to pay Special Taxes. Rather, Special Taxes are an obligation which is secured only by a lien against the taxable parcel. If the value of a taxable parcel is not sufficient, taking into account other liens imposed by public agencies, to secure fully Special Taxes, the District has no recourse against the property owner.

## **Property Values**

The value of the property within the District is a critical factor in determining the investment quality of the Bonds. If a property owner is delinquent in the payment of Special Taxes, the District's only remedy is to commence foreclosure proceedings against the delinquent parcel in an attempt to obtain funds to pay the Special Taxes. Reductions in property values due to a downturn in the economy, physical events such as earthquakes, fires or floods, stricter land use regulations, delays in development or other events will adversely impact the security underlying the Special Taxes. See "THE COMMUNITY FACILITIES DISTRICT—Value-to-Lien Ratios."

The Appraiser has estimated, on the basis of certain definitions, assumptions and limiting conditions contained in the Appraisal Report that as of February 1, 2023, the value of the Taxable Parcels within the District was \$219,214,262. The Appraisal Report is based on a number of assumptions and limiting conditions as stated in APPENDIX I—"APPRAISAL REPORT." The Appraisal Report does not reflect any possible negative impact which could occur by reason of future slow or no growth voter initiatives, an economic downturn, any potential limitations on development occurring due to time delays, an inability of any landowner to obtain any needed development approval or permit, the presence of hazardous substances or other adverse soil conditions within the District, the listing of endangered species or the determination that habitat for endangered or threatened species exists within the District, or other similar situations.

Prospective purchasers of the Bonds should not assume that the land and improvements within the District could be sold for the amount stated in the Appraisal Report at a foreclosure sale for delinquent Special Taxes. In arriving at the estimate of market value of the appraised parcels in the Appraisal Report, the Appraiser assumes that any sale will be sold in a competitive market after a reasonable exposure time, and assuming that neither the buyer or seller is under duress, which is not always present in a foreclosure sale. See APPENDIX I—"APPRAISAL REPORT" for a description of other assumptions made by the Appraiser and for the definitions and limiting conditions used by the Appraiser. Any event which causes one of the Appraiser's assumptions to be untrue could result in a reduction of the value of the land within the District from that estimated by the Appraiser.

The assessed values set forth in this Official Statement do not represent market values arrived at through an appraisal process and generally reflect only the sales price of a parcel when acquired by its current owner, adjusted annually by an amount determined by the County Assessor, generally not to exceed an increase of more than 2% per fiscal year. No assurance can be given that a parcel could actually be sold for its assessed value.

No assurance can be given that any bid will be received for a parcel with delinquent Special Taxes offered for sale at foreclosure or, if a bid is received, that such bid will be sufficient to pay all delinquent Special Taxes. See APPENDIX D—"SUMMARY OF CERTAIN PROVISIONS OF THE BOND INDENTURE—COVENANTS AND WARRANTY—Covenants—Commence Foreclosure Proceedings."

## **Parity Taxes and Special Assessments**

Property within the District is subject to taxes and assessments imposed by other public agencies also having jurisdiction over the land within the District. See "THE COMMUNITY FACILITIES DISTRICT—Direct and Overlapping Indebtedness."

As further development occurs within the District, the District expects to issue Parity Bonds for the purpose of financing additional facilities. See the caption “SOURCES OF PAYMENT FOR THE BONDS — Additional Parity Bonds.”

The Special Taxes and any penalties thereon will constitute a lien against the lots and parcels of land on which they will be annually imposed until they are paid. Such lien is on a parity with all special taxes and special assessments levied by other agencies and is co-equal to and independent of the lien for general property taxes regardless of when they are imposed upon the same property. The Special Taxes have priority over all existing and future private liens imposed on the property except, possibly, for liens or security interests held by the Federal Deposit Insurance Corporation. See “—Bankruptcy and Foreclosure.”

**Neither the District nor the City has control over the ability of other entities and districts to issue indebtedness secured by special taxes, *ad valorem* taxes or assessments payable from all or a portion of the property within the District. In addition, the landowners within the District may, without the consent or knowledge of the District, petition other public agencies to issue public indebtedness secured by special taxes and *ad valorem* taxes or assessments. Any such special taxes or assessments may have a lien on such property on a parity with the Special Taxes and could reduce the estimated value-to-lien ratios for the property within the District described herein. See “SOURCES OF PAYMENT FOR THE BONDS” and “THE COMMUNITY FACILITIES DISTRICT—Direct and Overlapping Indebtedness” and “THE COMMUNITY FACILITIES DISTRICT —Value-to-Lien Ratios.”**

#### **Disclosures to Future Purchasers**

The willingness or ability of an owner of a parcel to pay the Special Tax even if the value is sufficient may be affected by whether or not the owner was given due notice of the Special Tax authorization at the time the owner purchased the parcel, was informed of the amount of the Special Tax on the parcel should the Special Tax be levied at the maximum tax rate and the risk of such a levy and, at the time of such a levy, has the ability to pay it as well as pay other expenses and obligations. The District has caused a notice of the Special Tax to be recorded in the Office of the Recorder for the County of Riverside against each parcel. While title companies normally refer to such notices in title reports, there can be no guarantee that such reference will be made or, if made, that a prospective purchaser or lender will consider such Special Tax obligation in the purchase of a property within the District or lending of money thereon.

The Act requires the subdivider (or its agent or representative) of a subdivision to notify a prospective purchaser or long-term lessor of any lot, parcel, or unit subject to a special tax under the Act of the existence and maximum amount of such special tax using a statutorily prescribed form. California Civil Code Section 1102.6b requires that in the case of transfers other than those covered by the above requirement, the seller must at least make a good faith effort to notify the prospective purchaser of the special tax lien in a format prescribed by statute. Failure by an owner of the property to comply with the above requirements, or failure by a purchaser or lessor to consider or understand the nature and existence of the Special Tax, could adversely affect the willingness and ability of the purchaser or lessor to pay the Special Tax when due.

#### **Enforcement Delays – Bankruptcy**

In the event of a delinquency in the payment of the Special Taxes, the District is required to commence enforcement proceedings under the circumstances described under the caption “SOURCES OF PAYMENT FOR THE BONDS — Special Taxes — *Proceeds of Foreclosure Sales.*” However, prosecution of such proceedings could be delayed due to crowded local court calendars or by bankruptcy, insolvency and other laws generally affecting creditors’ rights (such as the Soldiers’ and Sailors’ Relief Act of 1940) and by the laws of the State relating to judicial and non-judicial foreclosure. Although bankruptcy proceedings would not cause the liens of the Special Taxes to become extinguished, bankruptcy of a person or entity with an interest in the applicable property could result in a delay in the enforcement proceedings because federal bankruptcy laws provide for an automatic stay of foreclosure and tax sale proceedings. Any such delay could increase the likelihood of delay

or default in payment of the principal of and interest on the applicable Bonds. The various legal opinions to be delivered in connection with the issuance of the Bonds, including Bond Counsel's approving legal opinion, are qualified as to the enforceability of the Bonds and the Indenture by reference to bankruptcy, reorganization, moratorium, insolvency and other laws affecting the rights of creditors generally or against public entities such as the District.

### **Special Tax Delinquencies**

Under provisions of the Act, the Special Taxes, from which funds necessary for the payment of principal of, and interest on, the Bonds are derived, will be billed to the properties within the District on the regular *ad valorem* property tax bills sent to owners of such properties by the County of Riverside Tax Collector. The Act currently provides that such Special Tax installments are due and payable, and bear the same penalties and interest for non-payment, as do *ad valorem* property tax installments.

See APPENDIX D—"SUMMARY OF CERTAIN PROVISIONS OF THE BOND INDENTURE—COVENANTS AND WARRANTY—Covenants—Commence Foreclosure Proceedings" for a discussion of the provisions which apply, and procedures which the District is obligated to follow under the Indenture, in the event of delinquencies in the payment of Special Taxes. See "—Bankruptcy and Foreclosure" for a discussion of the policy of the Federal Deposit Insurance Corporation regarding the payment of special taxes and assessment and limitations on the District's ability to foreclose on the lien of the Special Taxes in certain circumstances.

The District does not participate in the County's Teeter Plan. Accordingly, the collection of Special Taxes is subject to delinquencies. See "THE COMMUNITY FACILITIES DISTRICT — Delinquency History for more information related to prior years Special Tax levies and delinquencies.

### **FDIC/Federal Government Interests in Properties**

**General.** The ability of the District to foreclose the lien of delinquent unpaid Special Tax installments may be limited with regard to properties in which the Federal Deposit Insurance Corporation (the "FDIC"), the Drug Enforcement Agency, the Internal Revenue Service, or other federal agency has or obtains an interest.

The supremacy clause of the United States Constitution reads as follows: "This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the contrary notwithstanding."

This means that, unless Congress has otherwise provided, if a federal governmental entity owns a parcel that is subject to Special Taxes within the District but does not pay taxes and assessments levied on the parcel (including Special Taxes), the applicable state and local governments cannot foreclose on the parcel to collect the delinquent taxes and assessments.

Moreover, unless Congress has otherwise provided, if the federal government has a mortgage interest in the parcel and the District wishes to foreclose on the parcel as a result of delinquent Special Taxes, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to pay delinquent taxes and assessments on a parity with the Special Taxes and preserve the federal government's mortgage interest. In *Rust v. Johnson* (9th Circuit; 1979) 597 F.2d 174, the United States Court of Appeal, Ninth Circuit held that the Federal National Mortgage Association ("FNMA") is a federal instrumentality for purposes of this doctrine, and not a private entity, and that, as a result, an exercise of state power over a mortgage interest held by FNMA constitutes an exercise of state power over property of the United States.

The District has not undertaken to determine whether any federal governmental entity currently has, or is likely to acquire, any interest (including a mortgage interest) in any of the parcels subject to the Special Taxes

within the District, and therefore expresses no view concerning the likelihood that the risks described above will materialize while the Bonds are outstanding.

**FDIC.** In the event that any financial institution making any loan which is secured by real property within the District is taken over by the FDIC, and prior thereto or thereafter the loan or loans go into default, resulting in ownership of the property by the FDIC, then the ability of the District to collect interest and penalties specified by State law and to foreclose the lien of delinquent unpaid Special Taxes may be limited. The FDIC's policy statement regarding the payment of state and local real property taxes (the "Policy Statement") provides that property owned by the FDIC is subject to state and local real property taxes only if those taxes are assessed according to the property's value, and that the FDIC is immune from real property taxes assessed on any basis other than property value. According to the Policy Statement, the FDIC will pay its property tax obligations when they become due and payable and will pay claims for delinquent property taxes as promptly as is consistent with sound business practice and the orderly administration of the institution's affairs, unless abandonment of the FDIC's interest in the property is appropriate. The FDIC will pay claims for interest on delinquent property taxes owed at the rate provided under state law, to the extent the interest payment obligation is secured by a valid lien. The FDIC will not pay any amounts in the nature of fines or penalties and will not pay nor recognize liens for such amounts. If any property taxes (including interest) on FDIC-owned property are secured by a valid lien (in effect before the property became owned by the FDIC), the FDIC will pay those claims. The Policy Statement further provides that no property of the FDIC is subject to levy, attachment, garnishment, foreclosure or sale without the FDIC's consent. In addition, the FDIC will not permit a lien or security interest held by the FDIC to be eliminated by foreclosure without the FDIC's consent.

The Policy Statement states that the FDIC generally will not pay non-*ad valorem* taxes, including special assessments, on property in which it has a fee interest unless the amount of tax is fixed at the time that the FDIC acquires its fee interest in the property, nor will it recognize the validity of any lien to the extent it purports to secure the payment of any such amounts. Special taxes imposed under the Act and a special tax formula which determines the special tax due each year are specifically identified in the Policy Statement as being imposed each year and therefore covered by the FDIC's federal immunity. The Ninth Circuit has issued a ruling on August 28, 2001 in which it determined that the FDIC, as a federal agency, is exempt from special taxes under the Act.

The District is unable to predict what effect the application of the Policy Statement would have in the event of a delinquency in the payment of Special Taxes on a parcel within the District in which the FDIC has or obtains an interest, although prohibiting the lien of the Special Taxes to be foreclosed out at a judicial foreclosure sale could reduce or eliminate the number of persons willing to purchase a parcel at a foreclosure sale. Such an outcome could cause a draw on the Reserve Account and perhaps, ultimately, if enough property were to become owned by the FDIC, a default in payment on the Bonds.

### **Bankruptcy and Foreclosure**

Bankruptcy, insolvency and other laws generally affecting creditors' rights could adversely impact the interests of owners of the Bonds in at least two ways. First, the payment of property owners' taxes and the ability of the District to foreclose the lien of a delinquent unpaid Special Tax pursuant to its covenant to pursue judicial foreclosure proceedings may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State relating to judicial foreclosure. See "SOURCES OF PAYMENT FOR THE BONDS—Special Taxes—*Proceeds of Foreclosure Sales*." In addition, the prosecution of a foreclosure could be delayed due to many reasons, including crowded local court calendars or lengthy procedural delays.

Second, the Bankruptcy Code might prevent moneys on deposit in the Acquisition and Construction Fund from being applied to pay interest on the Bonds and/or to redeem Bonds if bankruptcy proceedings were brought by or against a landowner or other party and if the court found that the landowner or other party had an interest in such moneys within the meaning of Section 541(a)(1) of the Bankruptcy Code.

Although a bankruptcy proceeding would not cause the Special Taxes to become extinguished, the amount of any Special Tax lien could be modified if the value of the property falls below the value of the lien. If the value of the property is less than the lien, such excess amount could be treated as an unsecured claim by the bankruptcy court. In addition, bankruptcy of a property owner could result in a delay in prosecuting Superior Court foreclosure proceedings. Such delay would increase the likelihood of a delay or default in payment of delinquent Special Tax installments and the possibility of delinquent Special Tax installments not being paid in full.

On July 30, 1992, the United States Court of Appeals for the Ninth Circuit issued its opinion in a bankruptcy case entitled *In re Glasply Marine Industries*. In that case, the court held that *ad valorem* property taxes levied by Snohomish County in the State of Washington after the date that the property owner filed a petition for bankruptcy were not entitled to priority over a secured creditor with a prior lien on the property. Although the court upheld the priority of unpaid taxes imposed before the bankruptcy petition, unpaid taxes imposed after the filing of the bankruptcy petition were declared to be “administrative expenses” of the bankruptcy estate, payable after all secured creditors. As a result, the secured creditor was able to foreclose on the property and retain all the proceeds of the sale except the amount of the pre-petition taxes.

The Bankruptcy Reform Act of 1994 (the “Bankruptcy Reform Act”) included a provision which excepts from the Bankruptcy Code’s automatic stay provisions, “the creation of a statutory lien for an *ad valorem* property tax imposed by . . . a political subdivision of a state if such tax comes due after the filing of the petition [by a debtor in bankruptcy court].” This amendment effectively makes the *Glasply* holding inoperative as it relates to *ad valorem* real property taxes. However, it is possible that the original rationale of the *Glasply* ruling could still result in the treatment of post-petition special taxes as “administrative expenses,” rather than as tax liens secured by real property, at least during the pendency of bankruptcy proceedings.

According to the court’s ruling, as administrative expenses, post-petition taxes would be paid, assuming that the debtor had sufficient assets to do so. In certain circumstances, payment of such administrative expenses may be allowed to be deferred. Once the property is transferred out of the bankruptcy estate (through foreclosure or otherwise), it would at that time become subject to current *ad valorem* taxes.

The Act provides that the Special Taxes are secured by a continuing lien which is subject to the same lien priority in the case of delinquency as *ad valorem* taxes. No case law exists with respect to how a bankruptcy court would treat the lien for Special Taxes levied after the filing of a petition in bankruptcy court. *Glasply* is controlling precedent on bankruptcy courts in the State. If the *Glasply* precedent was applied to the levy of the Special Taxes, the amount of Special Taxes received from parcels whose owners declare bankruptcy could be reduced.

The various legal opinions to be delivered concurrently with the delivery of the Bonds (including Bond Counsel’s approving legal opinion) will be qualified, as to the enforceability of the various legal instruments, by moratorium, bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

#### **No Acceleration Provision**

The Bonds do not contain a provision allowing for the acceleration of the Bonds in the event of a payment default or other default under the terms of the Bonds or the Indenture or in the event interest on the Bonds becomes included in gross income for federal income tax purposes. Pursuant to the Indenture, an owner is given the right for the equal benefit and protection of all owners of the Bonds similarly situated to pursue certain remedies described in APPENDIX D—“SUMMARY OF CERTAIN PROVISIONS OF THE BOND INDENTURE—EVENTS OF DEFAULT; REMEDIES” and “—Limitations on Remedies.”



## **Loss of Tax Exemption**

As discussed under the caption “TAX MATTERS” herein, interest on the Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date the Bonds were issued as a result of future acts or omissions of the District in violation of its covenants in the Indenture with respect to compliance with certain provisions of the Internal Revenue Code of 1986. Should such an event of taxability occur, the Bonds are not subject to early redemption and will remain outstanding until maturity or until redeemed under the redemption provisions contained in the Indenture.

## **Limited Secondary Market**

There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that such Bonds can be sold for any particular price. Although the District has committed to provide certain statutorily required financial and operating information, there can be no assurance that such information will be available to Bondowners on a timely basis. See “CONTINUING DISCLOSURE.” Any failure to provide annual financial information, if required, does not give rise to monetary damages but merely an action for specific performance. Occasionally, because of general market conditions, lack of current information, the absence of a credit rating for the Bonds or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially different from the original purchase price.

## **Proposition 218**

An initiative measure commonly referred to as the “Right to Vote on Taxes Act” (the “Initiative”) was approved by the voters of the State at the November 5, 1996 general election. The Initiative added Article XIII C and Article XIII D to the California Constitution. According to the “Title and Summary” of the Initiative prepared by the California Attorney General, the Initiative limits “the authority of local governments to impose taxes and property-related assessments, fees and charges.” The provisions of the Initiative as they may relate to community facilities district are subject to interpretation by the courts. The Initiative could potentially impact the Special Taxes available to the District to pay the principal of and interest on the Bonds as described below.

Among other things, Section 3 of Article XIII C states that “. . . the initiative power shall not be prohibited or otherwise limited in matters of reducing or repealing any local tax, assessment, fee or charge.” The Act provides for a procedure which includes notice, hearing, protest and voting requirements to alter the rate and method of apportionment of an existing special tax. However, the Act prohibits a legislative body from adopting any resolution to reduce the rate of any special tax or terminate the levy of any special tax pledged to repay any debt incurred pursuant to the Act unless such legislative body determines that the reduction or termination of the special tax would not interfere with the timely retirement of that debt. On July 1, 1997, a bill was signed into law by the Governor of the State enacting Government Code Section 5854, which states that:

“Section 3 of Article XIII C of the California Constitution, as adopted at the November 5, 1996, general election, shall not be construed to mean that any owner or beneficial owner of a municipal security, purchased before or after that date, assumes the risk of, or in any way consents to, any action by initiative measure that constitutes an impairment of contractual rights protected by Section 10 of Article I of the United States Constitution.”

Accordingly, although the matter is not free from doubt, it is likely that the Initiative has not conferred on the voters the power to repeal or reduce the Special Taxes if such reduction would interfere with the timely retirement of the Bonds.

It may be possible, however, for voters or the City Council, acting as the legislative body of the District, to reduce the Special Taxes in a manner which does not interfere with the timely repayment of the Bonds, but

which does reduce the maximum amount of Special Taxes that may be levied in any year below the existing levels. Furthermore, no assurance can be given with respect to the future levy of the Special Taxes in amounts greater than the amount necessary for the timely retirement of the Bonds. Therefore, no assurance can be given with respect to the levy of Special Taxes for Administrative Expenses. Nevertheless, to the maximum extent that the law permits it to do so, the District will covenant that it will not initiate proceedings under the Act to reduce the maximum Special Tax rates on parcels within the District. In connection with the foregoing covenant, the City Council has made a legislative finding and determination that any elimination or reduction of Special Taxes below the foregoing level would interfere with the timely retirement of the Bonds. The District will also covenant that, in the event an initiative is adopted which purports to alter the Rate and Method, it will commence and pursue legal action in order to preserve its ability to comply with the foregoing covenant. However, no assurance can be given as to the enforceability of the foregoing covenants.

The California Court of Appeal, Fourth Appellate District, Division One, issued its opinion in *City of San Diego v. Melvin Shapiro, et al.* (D063997) (the “San Diego Decision”). The case involved a Convention Center Facilities District (the “CCFD”) established by the City of San Diego (“San Diego”). The CCFD is a financing district much like a community facilities district established under the provisions of the Act. The CCFD is comprised of all of the real property in San Diego. However, the special tax to be levied within the CCFD was to be levied only on hotel properties located within the CCFD.

The election authorizing the special tax was limited to owners of hotel properties and lessees of real property owned by a governmental entity on which a hotel is located. Thus, the election was not a registered voter election. Such approach to determining who would constitute the qualified electors of the CCFD was modeled after Section 53326(c) of the Act, which generally provides that, if a special tax will not be apportioned in any tax year on residential property, the legislative body may provide that the vote shall be by the landowners of the proposed district whose property would be subject to the special tax. The Court held that the CCFD special tax election was invalid under the California Constitution because Article XIII A, Section 4 thereof and Article XIII C, Section 2 thereof require that the electors in such an election be the registered voters within the district.

The facts of the San Diego Decision show that there were thousands of registered voters within the CCFD (*viz.*, all of the registered voters in San Diego). The elections held in the District had less than 12 registered voters at the time of the election to authorize the Special Tax. In the San Diego Decision, the Court expressly stated that it was not addressing the validity of landowner voting to impose special taxes pursuant to the Act in situations where there are fewer than 12 registered voters. Thus, by its terms, the Court’s holding does not apply to the Special Tax election in the District. Moreover, Section 53341 of the Act provides that any “action or proceeding to attack, review, set aside, void or annul the levy of a special tax...shall be commenced within 30 days after the special tax is approved by the voters.” Similarly, Section 53359 of the Act provides that any action to determine the validity of bonds issued pursuant to the Act be brought within 30 days of the voters approving the issuance of such bonds.

The interpretation and application of Article XIII C and Article XIII D will ultimately be determined by the courts with respect to a number of the matters discussed above, and it is not possible at this time to predict with certainty the outcome of such determination or the timeliness of any remedy afforded by the courts. See “—Limitations on Remedies.”

### **No Ratings – Limited Secondary Market**

The District has not applied to have the Bonds rated by any nationally recognized bond rating company, and it does not expect to do so in the future. See “—Limited Secondary Market.”

## **Ballot Initiatives**

Articles XIII A, XIII B, XIII C and XIII D were adopted pursuant to measures qualified for the ballot pursuant to California's constitutional initiative process and the State Legislature has in the past enacted legislation which has altered the spending limitations or established minimum funding provisions for particular activities. On March 6, 1995, in the case of *Rossi v. Brown*, the State Supreme Court held that an initiative can repeal a tax ordinance and prohibit the imposition of further such taxes and that the exemption from the referendum requirements does not apply to initiatives. From time to time, other initiative measures could be adopted by California voters or legislation enacted by the legislature. The adoption of any such initiative or legislation might place limitations on the ability of the State, the City, or local districts to increase revenues or to increase appropriations within the District.

## **Potential Early Redemption of Bonds from Prepayments or Other Sources**

Property owners within the District, including the Developer, and any individual property owner, are permitted to prepay their Special Taxes at any time. Such Prepayments could also be made from the proceeds of bonds issued by or on behalf of an overlapping special assessment district or community facilities district. Such Prepayments will result in an extraordinary redemption of the Bonds on the Interest Payment Date for which timely notice may be given under the Indenture following the receipt of the Prepayment. The resulting extraordinary redemption of Bonds that were purchased at a price greater than par could reduce the otherwise expected yield on such Bonds. See the caption "THE BONDS—Redemption—*Special Mandatory Redemption from Special Tax Prepayments.*"

## **Cybersecurity**

The City, like many other public and private entities, relies on a large and complex technology environment to conduct its operations. As a recipient and provider of personal, private, or sensitive information, the City is subject to multiple cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computer and other sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized access to the City's digital systems for the purposes of misappropriating assets or information or causing operational disruption and damage. To date, the City has not experienced an attack on its computer operating systems which resulted in a breach of its cybersecurity systems that are in place. However, no assurances can be given that the City's efforts to manage cyber threats and attacks will be successful or that any such attack will not materially impact the operations or finances of the City.

## **Limitations on Remedies**

Remedies available to the owners of the Bonds may be limited by a variety of factors and may be inadequate to assure the timely payment of principal of and interest on the Bonds or to preserve the tax-exempt status of interest on the Bonds.

Bond Counsel has limited its opinion as to the enforceability of the Bonds and of the Indenture to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium, or other similar laws affecting generally the enforcement of creditor's rights, by equitable principles and by the exercise of judicial discretion and by limitations on remedies against public agencies in the State of California. The Bonds are not subject to acceleration. The lack of availability of certain remedies or the limitation of remedies may entail risks of delay, limitation or modification of the rights of the owners.

## **CONTINUING DISCLOSURE**

***District Continuing Disclosure.*** Pursuant to a Continuing Disclosure Certificate (the "Continuing Disclosure Certificate"), the District will agree to provide, or cause to be provided, to the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access (EMMA) website, or other repository

authorized under Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission (the “Rule”), certain annual financial information and operating data concerning the District. The District Reports are to be filed not later than February 10 of each year, beginning February 10, 2024. The District Reports will include the audited financial statements of the District, if any are prepared. The District does not currently prepare audited financial statements and does not anticipate doing so in the future. The full text of the Continuing Disclosure Certificate is set forth in APPENDIX E—“FORM OF DISTRICT CONTINUING DISCLOSURE CERTIFICATE.”

Notwithstanding any provision of the Indenture, failure of the District to comply with the Continuing Disclosure Certificate shall not be an event of default under the Indenture. However, any Owner or Beneficial Owner of the Bonds may take such action as is necessary and appropriate, including seeking mandate or a judgment for specific performance, to cause the District to comply with its obligations with respect to the Continuing Disclosure Certificate.

In connection with the SEC Order, the BFA conducted a review of noncompliance with all existing continuing disclosure undertakings of the City of Beaumont Community Facilities District No. 93-1 (“CFD 93-1”) with respect to bonds issued by the BFA. See the caption “INTRODUCTION—SEC Order.” The BFA identified omissions and deficiencies in prior continuing disclosure filings for Fiscal Years 2003 through 2013. Such omissions and deficiencies included the late filing of annual reports, the late filing of or failure to file the City’s audited and/or unaudited financial statements, the failure to file completed information on the status of facilities being constructed with bond proceeds, the failure to file one or more rating change notices and information concerning the certificates of occupancy and certificates of final inspection. Such omissions and deficiencies also included the failure to report certain information concerning the assessed valuation date, special tax delinquency data and reserve fund balances, cash flow management fund balances, rate stabilization fund balances, improvement fund balances, residual fund balances, special escrow fund balances, the aggregate number of building permits issued, statements of the reserve requirement, cash flow management fund requirement and rate stabilization fund requirement, and to link certain annual reports to all relevant CUSIPs. See Appendix H — “SECURITIES AND EXCHANGE COMMISSION ORDER.”

The BFA has caused CFD 93-1 to make corrective filings for Fiscal Years 2013-14 through 2017-18 with EMMA, including the filing of audited and unaudited financial statements for Fiscal Years 2013-14 through 2017-18, supplements to certain prior continuing disclosure annual reports and notices of the failure to file certain continuing disclosure annual reports and audited financial statements.

The City will assist the District in preparing the District Reports. In order to ensure ongoing compliance by the District with its continuing disclosure undertaking, (i) City staff will take steps to ensure that the filing due date is correctly documented in policies and procedures and a single City staff member has been assigned primary responsibility to monitor compliance; and (ii) the City has contracted with a consultant to assist in filing accurate, complete and timely disclosure reports on behalf of the District.

***Developer Continuing Disclosure.*** Tri Pointe will also covenant in a Developer Continuing Disclosure Certificate, the form of which is set forth in Appendix F, for the benefit of the Owners, to provide semi-annual reports containing updates of certain development information within the Official Statement regarding its property in the District and notices of certain significant events. The specific nature of the information to be contained in the semi-annual reports or notices of significant events and certain other terms of the continuing disclosure obligations of Tri Pointe is contained in Appendix F — “FORM OF DEVELOPER CONTINUING DISCLOSURE CERTIFICATE.”

To the actual knowledge of Tri Pointe, Tri Pointe has not failed to comply in any material respects with its previous undertakings by it to provide periodic continuing disclosure reports or notices of listed events with respect to community facilities district or assessment district bond issues in southern California within the past five years.

The obligations of Tri Pointe under its Developer Continuing Disclosure Certificate will terminate upon the earliest to occur of: (i) the legal defeasance, prior redemption or payment in full of all of the Bonds, (ii) the date on which Tri Pointe and any affiliate of Tri Pointe, collectively, are no longer responsible for the payment of at least 20% of the total Special Taxes to be levied within the District in the current Fiscal Year, (iii) the date on which all of the Special Taxes attributable to the taxable property in the District have been paid or prepaid in full or (iv) the date on which Tri Pointe and any affiliate of Tri Pointe, collectively, have conveyed to homebuyers at least 564 of the 704 residential units planned to be constructed by Tri Pointe in the District subject to the Special Tax.

### **STATE AND FEDERAL INVESTIGATIONS AND CRIMINAL CHARGES INVOLVING FORMER CITY OFFICIALS**

On April 22, 2015, the Federal Bureau of Investigation and the Riverside County District Attorney's Office served search warrants on Beaumont City Hall and two other locations. The search warrants and the subsequent investigation resulted in charges for corruption and embezzlement being brought against seven (7) former City officials: former City Manager Alan Kapanicas, former Economic Development Director David Dillon, former City Planner Ernest Egger, former Finance Director William Aylward, former Police Chief Francis Dennis Coe Jr., former Public Works Director Deepak Moorjani and former City Attorney Joseph Sandy Aklufi. All seven (7) of these former City officials have pled guilty to date with several of them having agreed to pay restitution in connection with their plea arrangements. All of the former officials either resigned or were terminated by 2015.

In addition to the SEC Order described under the caption "INTRODUCTION- SEC Order" and attached as Appendix H, in August 2017, the SEC entered into settlements with former City Manager Alan Kapanicas, the BFA's former underwriter, O'Connor & Company Securities, Inc., and former investment banker Anthony Wetherbee in connection with the BFA's failure to meet its annual continuing disclosure obligations from 2003 to 2013. In consenting to the SEC settlement without admitting or denying the findings, Mr. Kapanicas agreed to be barred from participating in any future municipal offerings and pay a penalty of \$37,500. Additionally, in consenting to the SEC settlement without admitting or denying the findings, O'Connor & Company Securities, Inc., agreed to comply with a number of undertakings and pay a \$150,000 penalty, and Mr. Wetherbee agreed to serve a suspension from the securities industry for six (6) months and pay a \$15,000 penalty.

On May 11, 2017, the Riverside County District Attorney on behalf of the Criminal Grand Jury of the County of Riverside filed an indictment against former Beaumont City Councilmember Mark Orozco accusing him of ten (10) felony counts, including attempting to solicit a bribe from the Developer. On September 28, 2017, Mr. Orozco pleaded guilty to one (1) felony count of bribery and one (1) felony count of perjury. Mr. Orozco resigned from the City Council on October 24, 2017, and agreed not to seek another public office.

### **TAX MATTERS**

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, Bond Counsel, under existing statutes, regulations, rulings and judicial decisions, and assuming certain representations and compliance with certain covenants and requirements described herein, interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes, and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. However, it should be noted that for tax years beginning after December 31, 2022, with respect to applicable corporations as defined in Section 59(k) of the Internal Revenue Code of 1986, as amended (the "Code"), generally certain corporations with more than \$1,000,000,000 of average annual adjusted financial statement income, interest (and original issue discount) with respect to the Bonds might be taken into account in determining adjusted financial statement income for purposes of computing the alternative minimum tax imposed by Section 55 of the Code on such corporations. In the further opinion of Bond Counsel, interest (and original issue discount) on the Bonds is exempt from State of California personal income tax.

The excess of the stated redemption price at maturity of a Bond over the issue price of a Bond (the first price at which a substantial amount of the Bonds of a maturity is to be sold to the public) constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Bond Owner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by the Bond Owner will increase the Bond Owner's basis in the applicable Bond.

Bond Counsel's opinion as to the exclusion from gross income of interest (and original issue discount) on the Bonds is based upon certain representations of fact and certifications made by the District and others and is subject to the condition that the District complies with all requirements of the Code, that must be satisfied subsequent to the issuance of the Bonds to assure that interest (and original issue discount) on the Bonds will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause the interest (and original issue discount) on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The District has covenanted to comply with all such requirements.

The amount by which a Bond Owner's original basis for determining loss on sale or exchange in the applicable Bond (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable bond premium, which must be amortized under Section 171 of the Code; such amortizable Bond premium reduces the Bond Owner's basis in the applicable Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of Bond premium may result in a Bond Owner realizing a taxable gain when a Bond is sold by the Owner for an amount equal to or less (under certain circumstances) than the original cost of the Bond to the Owner. Purchasers of the Bonds should consult their own tax advisors as to the treatment, computation and collateral consequences of amortizable Bond premium.

The Internal Revenue Service (the "IRS") has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the Bonds will be selected for audit by the IRS. It is also possible that the market value of the Bonds might be affected as a result of such an audit of the Bonds (or by an audit of similar Bonds). No assurance can be given that in the course of an audit, as a result of an audit, or otherwise, Congress or the IRS might not change the Code (or interpretation thereof) subsequent to the issuance of the Bonds to the extent that it adversely affects the exclusion from gross income of interest (and original issue discount) on the Bonds or their market value.

**SUBSEQUENT TO THE ISSUANCE OF THE BONDS THERE MIGHT BE FEDERAL, STATE, OR LOCAL STATUTORY CHANGES (OR JUDICIAL OR REGULATORY CHANGES TO OR INTERPRETATIONS OF FEDERAL, STATE, OR LOCAL LAW) THAT AFFECT THE FEDERAL, STATE, OR LOCAL TAX TREATMENT OF THE BONDS INCLUDING THE IMPOSITION OF ADDITIONAL FEDERAL INCOME OR STATE TAXES BEING IMPOSED ON OWNERS OF TAX-EXEMPT STATE OR LOCAL OBLIGATIONS, SUCH AS THE BONDS. THESE CHANGES COULD ADVERSELY AFFECT THE MARKET VALUE OR LIQUIDITY OF THE BONDS. NO ASSURANCE CAN BE GIVEN THAT SUBSEQUENT TO THE ISSUANCE OF THE BONDS STATUTORY CHANGES WILL NOT BE INTRODUCED OR ENACTED OR JUDICIAL OR REGULATORY INTERPRETATIONS WILL NOT OCCUR HAVING THE EFFECTS DESCRIBED ABOVE. BEFORE PURCHASING ANY OF THE BONDS, ALL POTENTIAL PURCHASERS SHOULD CONSULT THEIR TAX ADVISORS REGARDING POSSIBLE STATUTORY CHANGES OR JUDICIAL OR REGULATORY CHANGES OR INTERPRETATIONS, AND THEIR COLLATERAL TAX CONSEQUENCES RELATING TO THE BONDS.**

Bond Counsel's opinions may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. Bond Counsel has not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. The authorizing resolutions and the Tax Certificate relating to the Bonds permit certain actions to be taken or to be omitted if a favorable opinion of Bond Counsel is provided with respect thereto. Bond Counsel expresses no opinion as to the effect on the exclusion from gross income of interest (and original issue discount) on the Bonds for federal income tax purposes with respect to any Bond if

any such action is taken or omitted based upon the advice of counsel other than Stradling Yocca Carlson & Rauth, a Professional Corporation.

Although Bond Counsel has rendered an opinion that interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes provided that the District continues to comply with certain requirements of the Code, the ownership of the Bonds and the accrual or receipt of interest with respect to the Bonds may otherwise affect the tax liability of certain persons. Bond Counsel expresses no opinion regarding any such tax consequences. Accordingly, before purchasing any of the Bonds, all potential purchasers should consult their tax advisors with respect to collateral tax consequences relating to the Bonds.

A copy of the proposed form of opinion of Bond Counsel is attached hereto as Appendix B.

### **LEGAL MATTERS**

The legal opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, Bond Counsel, approving the validity of the Bonds in substantially the form set forth as Appendix B hereto, will be made available to purchasers at the time of original delivery. Certain legal matters will be passed upon for the District and the City by Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, as Disclosure Counsel and for the Underwriter by Kutak Rock LLP, Irvine, California, as counsel to the Underwriter. Bond Counsel expresses no opinion to the Owners of the Bonds as to the accuracy, completeness or fairness of this Official Statement or other offering materials relating to the Bonds and expressly disclaims any duty to do so.

### **ABSENCE OF LITIGATION**

No litigation is pending or threatened concerning the validity of the Bonds and a certificate of the District to that effect will be furnished to the Underwriter at the time of the original delivery of the Bonds. Neither the City nor the District is aware of any litigation pending or threatened which questions the existence of the District or the City or contests the authority of the District to levy and collect the Special Taxes or to issue and retire the Bonds.

### **NO RATING**

The District has not made and does not contemplate making application to any rating agency for the assignment of a rating to the Bonds.

### **UNDERWRITING**

The Bonds are being purchased by the Underwriter. The Underwriter has agreed to purchase the Bonds at a price of \$\_\_\_\_\_ (being the \$\_\_\_\_\_ aggregate principal amount thereof, plus net original issue premium of \$\_\_\_\_\_ and less Underwriter's discount of \$\_\_\_\_\_). The purchase contract relating to the Bonds provides that the Underwriter will purchase all of the Bonds if any are purchased. The obligation to make such purchase is subject to certain terms and conditions set forth in the purchase contract, the approval of certain legal matters by counsel and certain other conditions.

The Underwriter may offer and sell the Bonds to certain dealers and others at prices lower than the offering price stated on the cover page thereof. The offering price may be changed from time to time by the Underwriter.

### **FINANCIAL INTERESTS**

The fees being paid to the Underwriter, Bond Counsel, Disclosure Counsel, Municipal Advisor to the City, the Special Tax Consultant, the Trustee and Underwriter's Counsel are contingent upon the issuance and

delivery of the Bonds. The fees being paid to the Appraiser are not contingent upon the issuance and delivery of the Bonds. From time to time, Bond Counsel represents the Underwriter on matters unrelated to the Bonds.

**PENDING LEGISLATION**

The District is not aware of any significant pending legislation which would have material adverse consequences on the Bonds or the ability of the District to pay the principal of and interest on the Bonds when due.

**ADDITIONAL INFORMATION**

The purpose of this Official Statement is to supply information to prospective buyers of the Bonds. Quotations and summaries and explanations of the Bonds and documents contained in this Official Statement do not purport to be complete, and reference is made to such documents for full and complete statements and their provisions. Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact.

The execution and delivery of this Official Statement by the City Manager of the City has been duly authorized by the City Council acting in its capacity as the legislative body of the District.

CITY OF BEAUMONT COMMUNITY FACILITIES  
DISTRICT NO. 2016-3 (SUNDANCE)

By: \_\_\_\_\_  
City Manager



## APPENDIX A

### RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

#### RATE AND METHOD OF APPORTIONMENT FOR COMMUNITY FACILITIES DISTRICT NO. 2016-3 (SUNDANCE) OF THE CITY OF BEAUMONT

A Special Tax as hereinafter defined shall be levied on and collected in Community Facilities District No. 2016-3 (Sundance) ("CFD No. 2016-3") each Fiscal Year, in an amount determined by the City Council of the City of Beaumont through the application of the appropriate Special Tax for "Developed Property", "Final Map Property" and "Undeveloped Property". All of the real property in CFD No. 2016-3, 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. 2016-3: 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. 2016-3 or any designee thereof of complying with arbitrage rebate requirements; the costs to the City, CFD No. 2016-3 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. 2016-3 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. 2016-3.

**"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.

**“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 Boundary Map”** means the map recorded at CFD formation, and attached hereto as Exhibit A.

**“CFD No. 2016-3”** or **“CFD”** means City of Beaumont Community Facilities District No. 2016-3 (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. 2016-3, 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 Assessor’s Parcels for which Building Permits were issued on or before March 1 of the prior Fiscal Year, provided that such Assessor’s Parcels were created on or before January 1 of the prior Fiscal Year and that each such Assessor Parcel is associated with a Lot, 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 1352 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. 2016-3 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. 2016-3 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. 2016-3 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. 2016-3 in any Fiscal Year on any Assessor’s Parcel.

**“Minimum Acreage”** means the smallest allowable amount of taxable acreage. For CFD No. 2016-3, it shall not be less than 84.04 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. 2016-3 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. 2016-3 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 that the ratio of the actual Special Tax levy to the applicable Maximum Special Tax is equal for all applicable Assessors’ Parcels.

**“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. 2016-3 and the City.

**“Residential Floor Area”** means all of 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. 2016-3 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. 2016-3 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. 2016-3 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. 2016-3 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. 2016-3 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. 2016-3 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. 2016-3, 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. 2016-3 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.

## **SECTION B CLASSIFICATION OF ASSESSOR’S PARCELS**

Each Fiscal Year, beginning with Fiscal Year 2017-18, each Assessor’s Parcel shall be classified as Taxable Property or Exempt Property. In addition, each Assessor’s Parcel of Taxable Property shall be further classified as Developed Property, Final Map Property or Undeveloped Property. Lastly, each Assessor’s Parcel of Developed Property shall further be classified as Residential Property or Non-Residential Property.

## **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 Table 1 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 2017-18 shall be \$79 per unit. 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 2017-18 shall be \$657 per Acre.

On each July 1, commencing July 1, 2018, 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 2017-18 shall be \$419 per unit.

On each July 1, commencing July 1, 2018, 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 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 2017-18 shall be \$657 per Acre.

On each July 1, commencing July 1, 2018, 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 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 2017-18, 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 below.

**TABLE 1  
ASSIGNED SPECIAL TAX RATES FOR FACILITIES  
FOR DEVELOPED PROPERTY**

<b>Land Use Category</b>	<b>Building Square Footage</b>	<b>Assigned Special Tax</b>
Residential Property	< 1,426	\$1,366 per Dwelling Unit
Residential Property	1,426 – 1,575	\$1,436 per Dwelling Unit
Residential Property	1,576 – 1,725	\$1,520 per Dwelling Unit
Residential Property	1,726 – 1,875	\$1,590 per Dwelling Unit
Residential Property	1,876 – 2,025	\$1,659 per Dwelling Unit
Residential Property	2,026 – 2,175	\$1,785 per Dwelling Unit
Residential Property	2,176 – 2,325	\$1,855 per Dwelling Unit
Residential Property	2,326 – 2,475	\$1,980 per Dwelling Unit
Residential Property	>2,475	\$2,058 per Dwelling Unit
Non-Residential Property	N/A	\$14,310 per Acre

**2. Final Map Property and Undeveloped Property**

Each Fiscal Year, beginning with Fiscal Year 2017-18, 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 \$14,310 per Acre.

**SECTION E  
BACKUP ANNUAL SPECIAL TAX FOR FACILITIES**

Each Fiscal Year, beginning with Fiscal Year 2017-18, each Assessor’s Parcel of Developed Property classified as Residential Property shall be subject to a Backup Special Tax for Facilities. In each Fiscal Year, the Backup Special Tax for Facilities rate for Developed Property classified as Residential Property shall be the rate per Lot calculated according to the following formula:

$$B = \frac{R \times A}{L}$$

The terms above have the following meanings:

- B = Backup Special Tax for Facilities per Lot in each Fiscal Year.
- R = Maximum Special Tax for Facilities rate per Acre for Undeveloped Property.
- A = Acreage of Developed Property classified or to be classified as Residential Property.
- L = Lots which are classified or to be classified as Residential Property.

Notwithstanding the foregoing, if Assessor’s Parcels of Developed Property which are 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 for Facilities for the area that has been changed or modified shall be a rate per square foot of Acreage calculated as follows:

1. Determine the total Backup Special Tax for Facilities anticipated to apply to the changed or modified Final Map area prior to the change or modification.

2. The result of paragraph 1 above shall be divided by the Acreage of Developed Property classified or to be classified as Residential Property which is ultimately expected to exist in such changed or modified Final Map area, as reasonably determined by the CFD Administrator.
3. The result of paragraph 2 above shall be divided by 43,560. The result is the Backup Special Tax for Facilities per square foot of Acreage which shall be applicable to Assessor's Parcels of Developed Property classified as Residential Property in such changed or modified Final Map area for all remaining Fiscal Years in which the Special Tax for Facilities may be levied.

**SECTION F  
METHOD OF APPORTIONMENT OF THE SPECIAL TAXES**

1. Commencing with Fiscal Year 2017-18 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 2017-18 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 2017-18 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. 2016-3.

## SECTION G PREPAYMENT OF SPECIAL TAX FOR FACILITIES

The following additional definitions apply to this Section G:

**"CFD Public Facilities"** means \$16,000,000, or such lesser amount as determined by the CFD Administrator, expressed in 2017 dollars, which shall increase by the Construction Inflation Index on January 1, 2018, 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. 2016-3, 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. 2016-3.

**"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. 2016-3 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. 2016-3 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<sub>G</sub> = 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. 2016-3 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. 2016-3 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. 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. 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 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. 2016-3; or
- (iii) grant a credit against, eliminate or reduce the future Special Taxes levied on the taxpayer's property within CFD No. 2016-3 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. 2016-3 may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations.

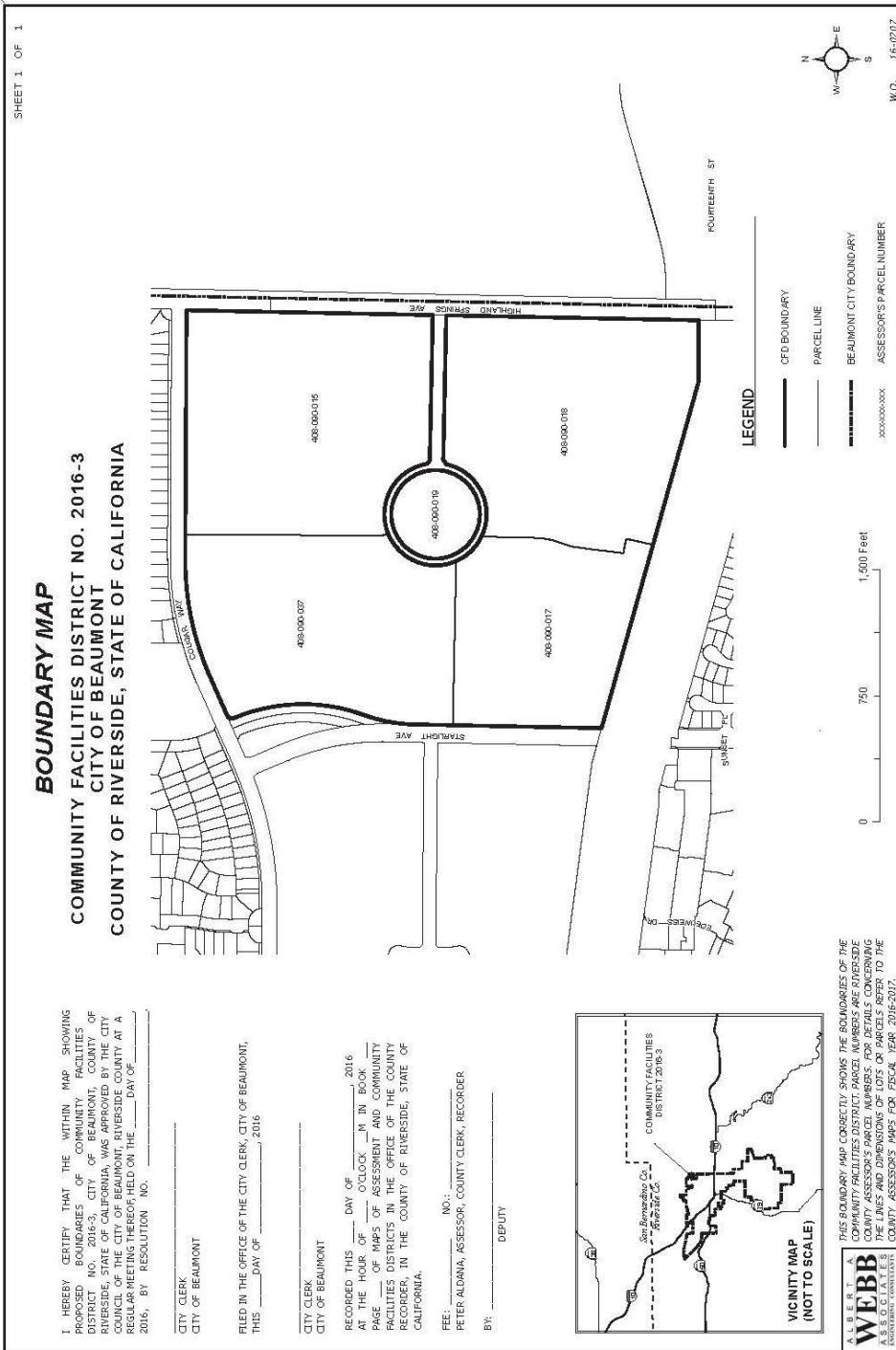
### **SECTION M INTERPRETATIONS**

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.

**EXHIBIT A**

**CFD BOUNDARY MAP**

**COMMUNITY FACILITIES DISTRICT NO. 2016-3  
(SUNDANCE)**



**APPENDIX B**

**FORM OF OPINION OF BOND COUNSEL**

Bond Counsel will deliver an opinion for the Bonds substantially in the form set forth below:

\_\_\_\_\_, 2023

City of Beaumont  
Community Facilities District No. 2016-3  
Beaumont, California

*Re:     \$\_\_\_\_\_ City of Beaumont Community Facilities District No. 2016-3 (Sundance)  
       2023 Special Tax Bonds*

Ladies and Gentlemen:

We have examined the Constitution and the laws of the State of California, a certified record of the proceedings of the City of Beaumont (the “City”) taken in connection with the authorization and issuance by the City of Beaumont Community Facilities District No. 2016-3 (Sundance) (the “District”) of its 2023 Special Tax Bonds in the aggregate principal amount of \$\_\_\_\_\_ (the “Bonds”) and such other information and documents as we consider necessary to render this opinion. In rendering this opinion, we have relied upon certain representations of fact and certifications made by the District, the initial purchasers of the Bonds and others. We have not undertaken to verify through independent investigation the accuracy of the representations and certifications relied upon by us.

The Bonds have been issued 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), Resolution No. \_\_\_\_\_, adopted by the City Council of the City acting in its capacity as the legislative body of the District (the “City Council”) on May 2, 2023 (the “Resolution”), and an Indenture dated as of May 1, 2023 (the “Indenture”), by and between the District and Wilmington Trust, National Association, as the trustee (the “Trustee”). All capitalized terms not defined herein shall have the meaning set forth in the Indenture.

The Bonds are dated their date of delivery and mature on the dates and in the amounts set forth in the Indenture. The Bonds bear interest payable semiannually on each March 1 and September 1, commencing on September 1, 2023, at the rates per annum set forth in the Indenture. The Bonds are registered Bonds in the form set forth in the Indenture, redeemable in the amounts, at the times and in the manner provided for in the Indenture.

Based upon our examination of the foregoing, and in reliance thereon and on all matters of fact as we deem relevant under the circumstances, and upon consideration of applicable laws, we are of the opinion that:

(1) The Bonds have been duly and validly authorized by the District and are legal, valid and binding limited obligations of the District, enforceable in accordance with their terms and the terms of the Indenture, except as the same may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors’ rights generally, by the exercise of judicial discretion in accordance with general principles of equity or otherwise in appropriate cases, and by the limitations on legal remedies against public agencies in the State of California. The Bonds are limited obligations of the District but are not a debt of the City, the County of Riverside, the State of California or any other political subdivision thereof within the meaning of any constitutional or statutory limitation, and, except for the Special Taxes, neither the faith and credit nor the taxing power of the City, the County of Riverside, the State of California, or any of its political subdivisions is pledged for the payment thereof.

(2) The execution and delivery of the Indenture has been duly authorized by the District, and the Indenture is valid and binding upon the District and is enforceable in accordance with its terms, except to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights generally, by the exercise of judicial discretion in accordance with general principles of equity or otherwise in appropriate cases, and by the limitations on legal remedies against public agencies in the State of California; provided, however, we express no opinion as to the enforceability of the covenant of the District contained in the Indenture to levy Special Taxes for the payment of Administrative Expenses or as to any provisions therein relating to indemnification, penalty, waiver, choice of law or choice of forum.

(3) The Indenture creates a valid pledge of that which the Indenture purports to pledge, subject to the provisions of the Indenture, except to the extent that enforceability of the Indenture may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights generally, by the exercise of judicial discretion in accordance with general principles of equity or otherwise in appropriate cases, and by the limitations on legal remedies against public agencies in the State of California.

(4) Under existing statutes, regulations, rulings and judicial decisions, interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals; however, for tax years beginning after December 31, 2022, with respect to applicable corporations as defined in Section 59(k) of the Internal Revenue Code of 1986, as amended (the "Code"), interest (and original issue discount) with respect to the Bonds might be taken into account in determining adjusted financial statement income for the purposes of computing the alternative minimum tax imposed on such corporations.

(5) Interest (and original issue discount) on the Bonds is exempt from State of California personal income tax.

(6) The difference between the issue price of a Bond (the first price at which a substantial amount of the Bonds of a maturity are to be sold to the public) and the stated redemption price at maturity with respect to such Bond constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Bondowner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by a Bondowner will increase the Bondowner's basis in the applicable Bond.

(7) The amount by which a Bondowner's original basis for determining loss on sale or exchange in the applicable Bond (generally the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable Bond premium which must be amortized under Section 171 of the Code; such amortizable Bond premium reduces the Bondowner's basis in the applicable Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of Bond premium may result in a Bondowner realizing a taxable gain when a Bond is sold by the owner for an amount equal to or less (under certain circumstances) than the original cost of the Bond to the owner.

The opinions expressed herein as to the exclusion from gross income for federal income tax purposes of interest (and original issue discount) on the Bonds are subject to the condition that the City and the District comply with all requirements of the Code, that must be satisfied subsequent to the issuance of the Bonds to assure that such interest (and original issue discount) will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest (and original issue discount) on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The City and the District have covenanted to comply with all such requirements. Except as set forth in paragraphs (4), (5), (6) and (7) above, we express no opinion as to any tax consequences related to the Bonds.



Certain requirements and procedures contained or referred to in the Indenture and Tax Certificate may be changed, and certain actions may be taken, under the circumstances and subject to the terms and conditions set forth in the Indenture and Tax Certificate, upon the advice or with the approving opinion of counsel nationally recognized in the area of tax-exempt obligations. We express no opinion as to the effect on the exclusion of interest (and original issue discount) on the Bonds from gross income for federal income tax purposes on and after the date on which any such change occurs or action is taken upon the advice or approval of counsel other than Stradling Yocca Carlson & Rauth, a Professional Corporation.

Our opinion is limited to matters governed by the laws of the State of California and federal law. We assume no responsibility with respect to the applicability or the effect of the laws of any other jurisdiction.

The opinions expressed herein are based upon an analysis of existing statutes, regulations, rulings and judicial decisions and cover certain matters not directly addressed by such authorities. We call attention to the fact that the foregoing opinions may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. We have not undertaken to determine, or to inform any person, whether such actions or events are taken (or not taken) or do occur (or do not occur). Our engagement with respect to the Bonds terminates upon their issuance, and we disclaim any obligation to update the matters set forth herein.

We express no opinion herein as to the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Bonds and expressly disclaim any duty to advise the owners of the Bonds with respect to the matters contained in the Official Statement and any other offering material relating to the Bonds.

Respectfully submitted,

**APPENDIX C**

**DEMOGRAPHIC INFORMATION REGARDING THE COUNTY OF RIVERSIDE  
AND THE CITY OF BEAUMONT**

*The Bonds are not obligations of the City of Beaumont (the “City”) or the County of Riverside (the “County”) and do not represent a lien or charge against any funds or property of the City or the County. The following information is provided only to give prospective investors an overview of the general economic condition of the City, the County and the State of California (the “State”).*

The COVID-19 outbreak is ongoing, and the duration and severity of the outbreak, and the economic and other impacts of actions that may be taken by governmental authorities to contain the outbreak or to treat its impact, are developing and uncertain. Certain information set forth in this Appendix C predates the outbreak of the COVID-19 pandemic and should not be relied upon as representative of the current demographics within the City, the County and the State.

**General**

The City was incorporated in 1912 under the General Laws of the State. The City is located approximately 78 miles east of Los Angeles and encompasses an area of 30.9 square miles. The City has an estimated population of approximately 54,690 persons as of January 1, 2022.

**Population**

The following table offers population figures for the City, the County and the State as of January 1 for the years 2018 through 2022.

<i>Area</i>	<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>
City of Beaumont	48,013	49,913	51,731	54,313	54,690
County of Riverside	2,397,662	2,419,057	2,440,719	2,424,587	2,435,525
State of California	39,519,535	39,605,361	39,648,938	39,303,157	39,185,605

Source: California State Department of Finance, Demographic Research Unit. March 2021 Benchmark.

## Building Activity

The following tables provide summaries of the building permit valuations and the number of new dwelling units authorized in the City and County from 2017 through 2021.

### BUILDING PERMIT VALUATIONS City of Beaumont 2017-2021

	<i>2017</i>	<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>
Valuation (\$000):					
Residential	\$121,802	\$183,244	\$159,847	\$73,829	141,171
Non-residential	<u>10,219</u>	<u>271,487</u>	<u>30,156</u>	<u>25,559</u>	<u>16,448</u>
Total*	<u>\$132,021</u>	<u>\$454,731</u>	<u>\$190,003</u>	<u>\$99,388</u>	<u>\$157,619</u>
Residential Units:					
Single family	715	656	528	271	494
Multiple family	<u>2</u>	<u>112</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total	717	768	528	271	494

\* May not foot due to rounding.

Source: Construction Industry Research Board.

### BUILDING PERMIT VALUATIONS County of Riverside 2017-2021

	<i>2017</i>	<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>
Valuation (\$000):					
Residential	\$1,903,417	\$2,558,081	\$2,275,405	\$2,519,303	\$2,262,642
Non-residential	<u>1,433,691</u>	<u>1,959,680</u>	<u>1,285,856</u>	<u>1,153,778</u>	<u>1,543,998</u>
Total*	<u>\$3,337,108</u>	<u>\$4,517,761</u>	<u>\$3,561,261</u>	<u>\$3,673,081</u>	<u>\$3,806,640</u>
Residential Units:					
Single family	6,265	7,540	6,563	8,443	7,360
Multiple family	<u>1,070</u>	<u>1,628</u>	<u>1,798</u>	<u>723</u>	<u>1,126</u>
Total	7,335	9,168	8,361	9,166	8,486

\* May not foot due to rounding.

Source: Construction Industry Research Board.

## Employment

The following table shows the largest employers located in the County as of fiscal year 2021.

### LARGEST EMPLOYERS County of Riverside 2021

<i>Rank</i>	<i>Name of Business</i>	<i>Employees</i>	<i>Type of Business</i>
1.	County of Riverside	22,952	County Government
2.	Amazon	10,500	Online Retail
3.	March Air Reserve Base	9,600	Military Reserve Base
4.	University of California-Riverside	8,909	University
5.	Stater Brothers Markets	8,304	Grocery Store
6.	Moreno Valley Unified School District	6,250	School District
7.	Kaiser Permanente Riverside Medical Center	5,780	Medical Center
8.	Corona-Norco Unified School District	5,478	School District
9.	Hemet Unified School District	4,460	School District
10.	Ross Dress for Less	4,313	Retail

Source: County of Riverside Annual Comprehensive Financial Report for the year ending June 30, 2021.

## Employment and Industry

Employment data by industry is not separately reported on an annual basis for the City but is compiled for the Riverside-San Bernardino-Ontario Metropolitan Statistical Area (the “MSA”), which includes all of Riverside and San Bernardino Counties. In addition to varied manufacturing employment, the MSA has large and growing commercial and service sector employment, as reflected in the table below.

The following table represents the Annual Average Labor Force and Industry Employment for the County for the period from 2017 through 2021.

**RIVERSIDE-SAN BERNARDINO-ONTARIO MSA  
INDUSTRY EMPLOYMENT & LABOR FORCE - BY ANNUAL AVERAGE**

	<i>2017</i>	<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>
Civilian Labor Force	2,012,900	2,045,000	2,074,500	2,088,600	2,118,200
Civilian Employment	1,909,500	1,956,800	1,989,700	1,880,500	1,961,800
Civilian Unemployment	103,400	88,200	84,800	208,100	156,400
Civilian Unemployment Rate	5.1%	4.3%	4.1%	10.0%	7.4%
Total Farm	14,500	14,500	15,400	14,100	13,900
Total Nonfarm	1,453,300	1,506,600	1,552,800	1,495,200	1,569,100
Total Private	1,202,300	1,249,400	1,291,600	1,247,200	1,325,400
Goods Producing	196,400	206,100	208,900	201,300	205,400
Mining & Logging	1,000	1,200	1,200	1,300	1,400
Construction	97,400	105,200	107,200	104,900	109,200
Manufacturing	98,000	99,800	100,600	95,100	94,800
Service Providing	1,256,900	1,300,500	1,343,800	1,293,900	1,363,700
Trade, Transportation & Utilities	363,900	379,400	395,100	406,900	443,100
Wholesale Trade	63,100	66,100	67,700	65,600	67,000
Retail Trade	180,900	181,200	180,700	168,800	177,600
Transportation, Warehousing & Utilities	119,900	132,100	146,600	172,500	198,600
Information	11,600	11,400	11,500	9,400	9,600
Financial Activities	44,700	44,600	45,000	44,100	44,900
Professional & Business Services	147,300	152,000	158,700	155,400	167,300
Educational & Health Services	226,700	239,500	250,300	248,700	253,300
Leisure & Hospitality	166,300	170,600	175,900	141,300	158,900
Other Services	45,400	45,800	46,200	40,200	43,000
Government	<u>251,000</u>	<u>257,200</u>	<u>261,200</u>	<u>248,000</u>	<u>243,600</u>
Total, All Industries	1,467,800	1,521,100	1,568,100	1,509,300	1,583,000

Note: Does not include proprietors, self-employed, unpaid volunteers or family workers, domestic workers in households and persons involved in labor-management trade disputes. Employment reported by place of work. Items may not add to total due to independent rounding. The "Total, All Industries" data is not directly comparable to the employment data found in this Appendix C.

Source: State of California, Employment Development Department, March 2021 Benchmark.

The following table summarizes the labor force, employment and unemployment figures for the period from 2017 through 2021 for the City, the County, the State and the nation as a whole.

**CITY OF BEAUMONT,  
COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA AND UNITED STATES  
Average Annual Civilian Labor Force, Employment and Unemployment**

<i>Year and Area</i>	<i>Labor Force</i>	<i>Employment<sup>(1)</sup></i>	<i>Unemployment<sup>(2)</sup></i>	<i>Unemployment Rate (%)<sup>(3)</sup></i>
<b>2017</b>				
Beaumont	21,500	20,600	900	4.0%
Riverside County	1,072,200	1,015,800	56,300	5.3
State of California	19,312,000	18,393,100	918,900	4.8
United States <sup>(4)</sup>	160,320,000	153,337,000	6,982,000	4.4
<b>2018</b>				
Beaumont	22,700	21,900	800	3.3%
Riverside County	1,091,400	1,042,700	48,700	4.5
State of California	19,398,200	18,582,800	815,400	4.2
United States <sup>(4)</sup>	162,075,000	155,761,000	6,314,000	3.9
<b>2019</b>				
Beaumont	23,000	22,300	800	3.3%
Riverside County	1,104,000	1,057,900	46,100	4.2
State of California	19,411,600	18,627,400	784,200	4.0
United States <sup>(4)</sup>	163,539,000	157,538,000	6,001,000	3.7
<b>2020</b>				
Beaumont	23,800	21,700	2,100	8.8%
Riverside County	1,107,700	997,700	110,000	9.9
State of California	18,821,200	16,913,100	1,908,100	10.1
United States	160,472,000	147,795,000	12,947,000	8.1
<b>2021</b>				
Beaumont	24,200	22,700	1,500	6.3%
Riverside County	1,129,600	1,046,700	82,800	7.3
State of California	18,923,200	17,541,900	1,381,200	7.3
United States	161,204,000	152,581,000	8,623,000	5.3

(1) Includes persons involved in labor-management trade disputes.

(2) Includes all persons without jobs who are actively seeking work.

(3) The unemployment rate is computed from unrounded data; therefore, it may differ from rates computed from rounded figures in this table.

(4) Not strictly comparable with data for prior years.

Source: California Employment Development Department, March 2021 Benchmark and U.S. Department of Labor, Bureau of Labor Statistics.

**Personal Income**

Personal Income is the income that is received by all persons from all sources. It is calculated as the sum of wage and salary disbursements, supplements to wages and salaries, proprietors' income with inventory valuation and capital consumption adjustments, rental income of persons with capital consumption adjustment, personal dividend income, personal interest income, and personal current transfer receipts, less contributions for government social insurance.

The personal income of an area is the income that is received by, or on behalf of, all the individuals who live in the area; therefore, the estimates of personal income are presented by the place of residence of the income recipients.

Total personal income in Riverside County increased by 91.8% between 2007 and 2021. The following tables summarize personal income for Riverside County for 2007 through 2021.

**PERSONAL INCOME**  
**Riverside County**  
**2007-2021**  
**(Dollars in Thousands)**

<i>Year</i>	<i>Riverside County</i>	<i>Annual Percent Change</i>
2007	\$65,615,218	5.5%
2008	66,862,826	1.9
2009	65,663,326	(1.8)
2010	68,084,905	3.7
2011	72,170,010	6.0
2012	74,093,810	2.7
2013	76,470,084	3.2
2014	80,268,670	5.0
2015	85,386,347	6.4
2016	89,644,299	5.0
2017	93,156,635	3.9
2018	97,619,217	4.8
2019	102,037,774	4.5
2020	114,090,413	11.8
2021	125,820,553	10.3

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

The following table summarizes per capita personal income for Riverside County, California and the United States for 2011-2021. This measure of income is calculated as the personal income of the residents of the area divided by the resident population of the area.

**PER CAPITA PERSONAL INCOME**  
**2011 through 2021**  
**Riverside County, State of California and United States**

<i>Year</i>	<i>Riverside County</i>	<i>State of California</i>	<i>United States</i>
2011	\$32,308	\$45,574	\$42,747
2012	32,774	48,154	44,548
2013	33,450	48,549	44,798
2014	34,670	51,332	46,887
2015	36,418	54,632	48,725
2016	37,693	56,667	49,613
2017	38,605	58,942	51,550
2018	39,955	61,663	53,786
2019	41,385	64,513	56,250
2020	45,834	70,192	59,765
2021	51,180	76,614	64,143

Note: Per capita personal income was computed using Census Bureau midyear population estimates. Estimates for 2011-2021 reflect county population estimates available as of March 2021.

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

## Taxable Sales

The table below presents taxable sales for the years 2017 through 2021 for the City.

**TAXABLE SALES**  
**City of Beaumont**  
**2017-2021**  
**(Dollars in Thousands)**

<i>Year</i>	<i>Permits</i>	<i>Taxable Transactions</i>
2017	1,281	\$429,066
2018	1,382	455,471
2019	1,441	475,414
2020	1,543	616,039
2021	1,336	1,229,150

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Source: Taxable Sales in California, California Department of Tax and Fee Administration for 2017-2021.

The table below presents taxable sales for the years 2017 through 2021 for the County.

**TAXABLE SALES**  
**County of Riverside**  
**2017-2021**  
**(Dollars in Thousands)**

<i>Year</i>	<i>Permits</i>	<i>Taxable Transactions</i>
2017	58,969	36,407,460
2018	61,433	38,919,498
2019	64,063	40,626,998
2020	69,284	42,313,474
2021	64,335	55,535,196

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Source: Taxable Sales in California, California Department of Tax and Fee Administration for 2017-2021



## APPENDIX D

### SUMMARY OF CERTAIN PROVISIONS OF THE BOND INDENTURE

*The following is a summary of certain provisions of the Indenture which are not described elsewhere. This summary does not purport to be comprehensive and reference should be made to the Indenture for a full and complete statement of the provisions thereof.*

#### DEFINITIONS

Unless the context otherwise requires, the following terms have the following meanings:

Account. The term “Account” means any account created pursuant to the Indenture.

Acquisition and Construction Fund. The term “Acquisition and Construction Fund” means the fund by that name established pursuant to the Indenture.

Acquisition Agreement. The term “Acquisition Agreement” means that certain Acquisition Agreement by and among the City, the District and Pardee Homes, a California corporation, together with any amendments thereto

Act. The term “Act” means the Mello-Roos Community Facilities Act of 1982, as amended, being Section 53311 *et seq.* of the California Government Code.

Administrative Expense Account. The term “Administrative Expense Account” means the account by that name created and established in the Special Tax Fund pursuant to the Indenture.

Administrative Expenses. The term “Administrative Expenses” means the administrative costs with respect to the calculation and collection of the Special Taxes, including all attorneys’ fees, expenses and other costs related thereto (including those of the Trustee’s counsel), the fees and expenses of the Trustee, any fees and related costs for credit enhancement for the Bonds or any Parity Bonds which are not otherwise paid as Costs of Issuance, any costs related to the District’s compliance with state and federal laws requiring continuing disclosure of information concerning the Bonds and the District, and any other costs otherwise incurred by City staff on behalf of the District in order to carry out the purposes of the District as set forth in the Resolution of Formation and any obligation of the District under the Indenture.

Administrative Expenses Cap. The term “Administrative Expenses Cap” means \$30,000 per year, commencing July 1, 2023.

Alternate Penalty Account. The term “Alternate Penalty Account” means the account by that name created and established in the Rebate Fund pursuant to the Indenture.

Annual Debt Service. The term “Annual Debt Service” means the principal amount of any Outstanding Bonds or Parity Bonds payable in a Bond Year either at maturity or pursuant to a Sinking Fund Payment and any interest payable on any Outstanding Bonds or Parity Bonds in such Bond Year, if the Bonds and any Parity Bonds are retired as scheduled.

Authorized Investments. The term “Authorized Investments” means any of the following which at the time of investment are legal investments under the laws of the State for the moneys proposed to be invested therein:

- (1) For all purposes, including defeasance investments in refunding escrow accounts:
  - (a) cash; or
  - (b) obligations of, or obligations guaranteed as to principal and interest by, the U.S. or any agency or instrumentality thereof, when such obligations are backed by the full faith and credit of the U.S., including U.S. Treasury obligations, all direct or fully guaranteed obligations, Farmers Home Administration, General Services Administration, guaranteed Title XI financing, Government National Mortgage Association (GNMA) and State and Local Government Series; or
  - (c) obligations of government-sponsored agencies that are not backed by the full faith and credit of the U.S. Government: Federal Home Loan Mortgage Corporation (FHLMC) debt obligations, Farm Credit System (formerly: Federal Land Banks, Federal Intermediate Credit Banks and Banks for Cooperatives), Federal Home Loan Banks (FHL Banks), Federal National Mortgage Association (FNMA) debt obligations, Financing Corp. (FICO) debt obligations, Resolution Funding Corp. (REFCORP) debt obligations and U.S. Agency for International Development (U.S.A.I.D.) guaranteed notes.
- (2) For all purposes other than defeasance investments in refunding escrow accounts:
  - (a) obligations of any of the following federal agencies, which obligations represent the full faith and credit of the United States of America: Export-Import Bank, Rural Economic Community Development Administration, U.S. Maritime Administration, Small Business Administration, U.S. Department of Housing & Urban Development (PHAs), Federal Housing Administration and Federal Financing Bank;
  - (b) direct obligations of any of the following federal agencies, which obligations are not fully guaranteed by the full faith and credit of the United States of America: senior debt obligations issued by the Federal National Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC), obligations of the Resolution Funding Corporation (REFCORP) and senior debt obligations of the Federal Home Loan Bank System;
  - (c) U.S. dollar denominated deposit accounts, federal funds and bankers’ acceptances with domestic commercial banks (including those of the Trustee and its affiliates) which have a rating on their short term certificates of deposit on the date of purchase of “A-1” or “A-1+” by S&P and “P-1” by Moody’s and maturing no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank);
  - (d) commercial paper which is rated at the time of purchase in the single highest classification “A-1+” by S&P and “P-1” by Moody’s and which matures not more than 270 days after the date of purchase;
  - (e) investments in a money market fund rated “AAm,” “AAm-G” or better by S&P, including funds for which the Trustee or its affiliates provide investment advisory or other management services;
  - (f) pre-refunded municipal obligations defined as follows: any bonds or other obligations of any state of the United States of America, or any agency, instrumentality or local governmental unit of any such state, which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice, and

(i) which are rated, based on irrevocable escrow account or fund (the “escrow”), in the highest rating category of S&P and Moody’s or any successors thereto; or

(ii) (1) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in paragraph (1)(b) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate; and (2) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate;

(g) municipal obligations rated “Aaa/AAA” or general obligations of states with a rating of at least “Aa2/AA” or higher by both Moody’s and S&P;

(h) Investment Agreements (supported by appropriate opinions of counsel); and

(i) the Local Agency Investment Fund of the State, created pursuant to Section 16429.1 of the California Government Code, to the extent that the Trustee is authorized to register such investment in its name.

The value of the above investments will be determined as follows:

(a) for the purpose of determining the amount in any fund, all Authorized Investments credited to such fund will be valued at market value. The Trustee will determine the market value based on accepted industry standards, including the Trustee’s internal systems, and from accepted industry providers. Accepted industry providers include, but are not limited to, pricing services provided by Financial Times Interactive Data Corporation, Bank of America Merrill Lynch or Salomon Smith Barney. Notwithstanding anything to the contrary in the Indenture, in making any valuation of investments thereunder, the Trustee may utilize computerized securities pricing services that may be available to it, including those available through its regular accounting system, and rely thereon;

(b) as to certificates of deposit and bankers acceptances: the face amount thereof, plus accrued interest thereon; and

(c) as to any investment not specified above: the value thereof established by prior agreement between the City and the Trustee.

Authorized Representative of the District. The term “Authorized Representative of the District” means the Mayor, City Manager, Administrative Services Director, Finance Director or City Clerk of the City, or any other officer or employee authorized by the City Council of the City or by an Authorized Representative of the District to undertake the action referenced in the Indenture as required to be undertaken by an Authorized Representative of the District.

Bond Counsel. The term “Bond Counsel” means Stradling Yocca Carlson & Rauth, a Professional Corporation, or another attorney at law or a firm of attorneys selected by the District of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on bonds issued by states and their political subdivisions duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

Bond Register. The term “Bond Register” means the books which the Trustee will keep or cause to be kept on which the registration and transfer of the Bonds and any Parity Bonds are recorded.

Bonds. The term “Bonds” means the District’s 2023 Special Tax Bonds issued on \_\_\_\_\_, 2023 in the aggregate principal amount of \$\_\_\_\_\_.

Bond Year. The term “Bond Year” means the twelve-month period commencing on September 2 of each year and ending on September 1 of the following year, except that the first Bond Year for the Bonds or an issue of Parity Bonds will begin on the Delivery Date and end on the first September 1 which is not more than 12 months after the Delivery Date.

Business Day. The term “Business Day” means a day which is not a Saturday or Sunday or a day of the year on which banks or trust companies in New York, New York, Wilmington, Delaware, Los Angeles, California, or the city where the Principal Office of the Trustee is located, are not required or authorized by law, regulation or executive order, to close or to remain closed.

Certificate of an Authorized Representative. The term “Certificate of an Authorized Representative” means a written certificate or warrant request executed by an Authorized Representative of the District.

City. The term “City” means the City of Beaumont, County of Riverside, State of California.

City Council. The term “City Council” means the City Council of the City.

City Facilities Account. The term “City Facilities Account” means the account by that name created and established in the Acquisition and Construction Fund pursuant to the Indenture.

Code. The term “Code” means the Internal Revenue Code of 1986, as amended, and any Regulations, rulings, judicial decisions, and notices, announcements, and other releases of the United States Treasury Department or Internal Revenue Service interpreting and construing it.

Continuing Disclosure Certificate. The term “Continuing Disclosure Certificate” means that certain Continuing Disclosure Certificate dated as of April 12, 2023, as originally executed by the District and as it may be from time to time amended or supplemented in accordance with its terms.

Costs of Issuance. The term “Costs of Issuance” means the costs and expenses incurred in connection with the formation of the District and the issuance and sale of the Bonds or any Parity Bonds, including the acceptance and initial annual fees and expenses of the Trustee and its counsel, legal fees and expenses, costs of printing the Bonds and Parity Bonds and the preliminary and final official statements for the Bonds and Parity Bonds, fees of financial consultants, costs of the appraisal and all other related fees and expenses, including reimbursement to property owners within the District for design, engineering and legal costs, as set forth in a Certificate of an Authorized Representative of the District.

Costs of Issuance Account. The term “Costs of Issuance Account” means the account by that name created and established in the Acquisition and Construction Fund pursuant to the Indenture.

Delivery Date. The term “Delivery Date” means, with respect to the Bonds and each issue of Parity Bonds, the date on which the bonds of such issue were issued and delivered to the initial purchasers thereof.

Depository. The term “Depository” means The Depository Trust Company, New York, New York, and its successors and assigns as securities depository for the Bonds, or any other securities depository acting as Depository under the Indenture.

Direct Debt for District Property. The term “Direct Debt for District Property” means that portion of the aggregate principal amount of the Outstanding Bonds and Parity Bonds which is allocable to the property in the District.

District. The term “District” means City of Beaumont Community Facilities District No. 2016-3 (Sundance) established pursuant to the Act and Resolution No. 2017-06 adopted by the City Council of the City on February 7, 2017.

Event of Default. The term “Event of Default” means an event described under the caption “EVENT OF DEFAULT.”

Fiscal Year. The term “Fiscal Year” means the period beginning on July 1 of each year and ending on the next following June 30.

Funds. The term “Funds” means any funds created pursuant to the Indenture.

Gross Taxes. The term “Gross Taxes” means the amount of all Special Taxes received by the District together with the proceeds collected from the sale of property pursuant to foreclosure for the delinquency of such Special Taxes remaining after the payment of all costs related to such foreclosure actions.

Indenture. The term “Indenture” means the Bond Indenture, together with any Supplemental Indenture approved as described under the caption “AMENDMENTS TO INDENTURE.”

Independent Financial Consultant. The term “Independent Financial Consultant” means a financial consultant or firm of such consultants generally recognized to be well qualified in the financial consulting field, appointed and paid by the District, who, or each of whom: (1) is in fact independent and not under the domination of the District or the City; (2) does not have any substantial interest, direct or indirect, in the District or the City; and (3) is not connected with the District or the City as a member, officer or employee of the District or the City, but who may be regularly retained to make annual or other reports to the District or the City.

Interest Account. The term “Interest Account” means the account by that name created and established in the Special Tax Fund pursuant to the Indenture.

Interest Payment Date. The term “Interest Payment Date” means September 1, 2023 and each March 1 and September 1 thereafter; provided, however, that, if any such day is not a Business Day, interest up to the Interest Payment Date will be paid on the Business Day next succeeding such date.

Investment Agreement. The term “Investment Agreement” means one or more agreements for the investment of funds of the District complying with the criteria therefor as set forth in subsection (2)(h) of the definition of Authorized Investments in the Indenture.

Maximum Annual Debt Service. The term “Maximum Annual Debt Service” means the maximum sum obtained for any Bond Year prior to the final maturity of the Bonds and any Parity Bonds by adding the following for each Bond Year: (1) the principal amount of all Outstanding Bonds and Parity Bonds payable in such Bond Year either at maturity or pursuant to a Sinking Fund Payment; and (2) the interest payable on the aggregate principal amount of all Bonds and Parity Bonds Outstanding in such Bond Year if the Bonds and Parity Bonds are retired as scheduled.

Moody’s. The term “Moody’s” means Moody’s Investors Service, Inc., its successors and assigns.

Net Taxes. The term “Net Taxes” means Gross Taxes minus amounts set aside to pay Administrative Expenses.

Nominee. The term “Nominee” means the nominee of the Depository, which may be the Depository, as determined from time to time as described under the caption “GENERAL AUTHORIZATION AND BOND TERMS—Initial Depository and Nominee.”

Ordinance. The term “Ordinance” means Ordinance No. 1082 adopted by the City Council on February 21, 2017 providing for the levying of the Special Tax.

Outstanding. The terms “Outstanding” or “Outstanding Bonds and Parity Bonds” means all Bonds and Parity Bonds theretofore issued by the District, except: (i) Bonds and Parity Bonds theretofore cancelled or surrendered for cancellation as described under the caption “MISCELLANEOUS—Cancellation of Bonds and Parity Bonds;” (ii) Bonds and Parity Bonds for payment or redemption of which monies have been theretofore deposited in trust (whether upon or prior to the maturity or the redemption date of such Bonds or Parity Bonds), provided that, if such Bonds or Parity Bonds are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in the Indenture or any applicable Supplemental Indenture for Parity Bonds; and (iii) Bonds and Parity Bonds which have been surrendered to the Trustee for transfer or exchange pursuant to the Indenture or for which a replacement has been issued as described under the caption “GENERAL AUTHORIZATION AND BOND TERMS—Mutilated, Lost, Destroyed or Stolen Bonds or Parity Bonds.”

Overlapping Debt. The term “Overlapping Debt” means with respect to any property within the District, the sum of (a) the aggregate amount of all unpaid assessments which are a lien on such property and which are pledged to secure the repayment of bonds, plus (b) a portion of the principal amount of any outstanding bonds of other community facilities districts which are payable at least partially from special taxes to be levied on such property (the “Other CFD Bonds”) determined by multiplying the aggregate principal amount of the Other CFD Bonds by a fraction, the numerator of which is the amount of special taxes levied for the Other CFD Bonds on such property and the denominator of which is the total amount of special taxes levied for the Other CFD Bonds on all parcels of property which are subject to the levy of such special taxes, based upon information which is available for the then current Fiscal Year.

Owner. The term “Owner” means the person or persons in whose name or names any Bond or Parity Bond is registered.

Parity Bonds. The term “Parity Bonds” means all bonds, notes or other similar evidences of indebtedness issued, payable out of the Net Taxes and which, as provided in the Indenture or any Supplemental Indenture, rank on a parity with the Bonds.

Participants. The term “Participants” means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds Bonds or Parity Bonds as securities depository.

Person. The term “Person” means natural persons, firms, corporations, partnerships, associations, trusts, public bodies and other entities.

Prepayments. The term “Prepayments” means any amounts paid by the District to the Trustee and designated by the District as a prepayment of Special Taxes for one or more parcels in the District made in accordance with the RMA.

Principal Account. The term “Principal Account” means the account by that name created and established in the Special Tax Fund pursuant to the Indenture.

Principal Office of the Trustee. The term “Principal Office of the Trustee” means the office of the Trustee located in Costa Mesa, California, or such other office or offices as the Trustee may designate from time to time by notice to the Owners and the District, or the designated office of any successor Trustee (or such other address as such successor Trustee may designate from time to time by notice to the Owners and the District), where it principally conducts and administers its corporate trust business under indentures pursuant to which municipal or governmental obligations are issued.

Project. The term “Project” means those public facilities described in the Acquisition Agreement which are to be acquired or constructed within and outside of the District, including all engineering, planning and

design services and other incidental expenses related to such facilities and other facilities, if any, authorized by the qualified electors within the District from time to time.

Project Costs. The term “Project Costs” means the amounts necessary to finance the Project, to create and replenish any necessary reserve funds, to pay the initial and annual costs associated with the Bonds or any Parity Bonds, including, but not limited to, remarketing, credit enhancement, Trustee and other fees and expenses relating to the issuance of the Bonds or any Parity Bonds and the formation of the District, and to pay any other “incidental expenses” of the District, as such term is defined in the Act.

Rating Agency. The term “Rating Agency” means Moody’s or S&P, or both, as the context requires.

Rebate Account. The term “Rebate Account” means the account by that name created and established in the Rebate Fund pursuant to the Indenture.

Rebate Fund. The term “Rebate Fund” means the fund by that name established pursuant to the Indenture in which there are established the Accounts described therein.

Rebate Regulations. The term “Rebate Regulations” means any final, temporary or proposed Regulations promulgated under Section 148(f) of the Code.

Record Date. The term “Record Date” means the fifteenth day of the month preceding an Interest Payment Date, regardless of whether such day is a Business Day.

Redemption Account. The term “Redemption Account” means the account by that name created and established in the Special Tax Fund pursuant to the Indenture.

Regulations. The term “Regulations” means the regulations adopted or proposed by the Department of Treasury from time to time with respect to obligations issued pursuant to Section 103 of the Code.

Representation Letter. The term “Representation Letter” means the Blanket Letter of Representations from the District to the Depository as described in the Indenture.

Reserve Account. The term “Reserve Account” means the account by that name created and established in the Special Tax Fund pursuant to the Indenture.

“Reserve Policy” means a letter of credit, insurance policy, surety bond or other such funding instrument issued by a municipal bond insurance company rated least “Aa3” or higher by Moody’s or “AA-” or higher by S&P, delivered to the Trustee for the purpose of providing all or a portion of the 2023 Bonds Reserve Requirement for the Bonds or all or a portion of the Reserve Requirement for a series of Parity Bonds.

Reserve Requirement. The term “Reserve Requirement” means, with respect to the Bonds, the 2023 Bonds Reserve Requirement, and with respect to a series of Parity Bonds, that amount set forth in the Supplemental Indenture executed and delivered in connection with such series of Parity Bonds.

Resolution of Formation. The term “Resolution of Formation” means Resolution No. 2017-06 adopted by the City Council on February 7, 2017, pursuant to which the City Council established the District.

RMA. The term “RMA” means the Rate and Method of Apportionment of City of Beaumont Community Facilities District No. 2016-3 (Sundance) approved by the qualified electors of the District at the February 7, 2017 election.

Sinking Fund Payment. The term “Sinking Fund Payment” means the annual payment to be deposited in the Redemption Account to redeem a portion of the Term Bonds in accordance with the schedules set forth in

the Indenture and any annual sinking fund payment schedule to retire any Parity Bonds which are designated as Term Bonds.

Six-Month Period. The term “Six-Month Period” means the period of time beginning on the Delivery Date of each issue of Bonds or Parity Bonds, as applicable, and ending six consecutive months thereafter, and each six-month period thereafter until the latest maturity date of the Bonds and the Parity Bonds (and any obligations that refund an issue of the Bonds or Parity Bonds).

Special Tax Administrator. The term “Special Tax Administrator” means the individual or entity appointed by the City to administer the calculation and collection of the Special Taxes.

Special Tax Fund. The term “Special Tax Fund” means the fund by that name created and established pursuant to the Indenture.

Special Taxes. The term “Special Taxes” means the taxes authorized to be levied by the District on property within the District in accordance with the Ordinance, the Resolution of Formation, the Act and the voter approval obtained at the February 7, 2017 election in the District, including any scheduled payments and any Prepayments thereof, the net proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes to the amount of said lien and penalties and interest thereon; provided that any delinquent Special Tax sold to an independent third-party or to the City for 100% of the delinquent amount will no longer be pledged under the Indenture to the payment of the Bonds or Parity Bonds.

S&P. The term “S&P” means S&P Global Ratings, a Standard & Poor’s Financial Services LLC business, its successors and assigns.

State. The term “State” means the State of California.

Subaccount. The term “Subaccount” means any subaccount created pursuant to the Indenture.

Supplemental Indenture. The term “Supplemental Indenture” means any supplemental indenture amending or supplementing the Indenture.

Surplus Fund. The term “Surplus Fund” means the fund by that name created and established pursuant to the Indenture.

Tax Certificate. The term “Tax Certificate” means the certificate by that name to be executed by the District on a Delivery Date to establish certain facts and expectations and which contains certain covenants relevant to compliance with the Code.

Tax-Exempt. The term “Tax-Exempt” means, with reference to an Authorized Investment, an Authorized Investment the interest earnings on which are excludable from gross income for federal income tax purposes pursuant to Section 103(a) of the Code, other than one described in Section 57(a)(5)(C) of the Code.

Taxable Property. The term “Taxable Property” has the meaning ascribed to it in the RMA.

Term Bonds. The term “Term Bonds” means the Bonds maturing on September 1, 20\_\_, September 1, 20\_\_ and September 1, 20\_\_ and any term maturities of an issue of Parity Bonds as specified in a Supplemental Indenture.

Treasurer. The term “Treasurer” means the Treasurer-Tax Collector of the County of Riverside, or his or her written designee.



Trustee. The term “Trustee” means Wilmington Trust, National Association, a national banking association duly organized and existing under the laws of the United States, at its designated corporate trust office in Costa Mesa, California, and its successors or assigns, or any other bank or trust company which may at any time be substituted in its place as provided in the Indenture, and any successor thereto.

2023 Bonds Reserve Subaccount. The term “2023 Bonds Reserve Subaccount” means the Subaccount by that name created and established in the Reserve Account pursuant to the Indenture.

2023 Bonds Reserve Requirement. The term “2023 Bonds Reserve Requirement” means that amount as of any date of calculation equal to the lesser of: (i) 10% of the initial principal amount of the Bonds; (ii) Maximum Annual Debt Service on the then Outstanding Bonds; (iii) 125% of average Annual Debt Service on the then Outstanding Bonds; provided, however, that the 2023 Bonds Reserve Requirement will not exceed \$\_\_\_\_\_.

Underwriter. The term “Underwriter” means, with respect to the Bonds, Stifel Nicolaus & Company, Incorporated, and with respect to each issue of Parity Bonds, the institution or institutions, if any, with whom the District enters into a purchase contract for the sale of such issue.

Value of District Property. The term “Value of District Property” means for all parcels of property in the District which are subject to the levy of the Special Taxes, either (i) the fair market value, as of the date of the appraisal provided for below of such parcels, including with respect to such parcels the value of the then existing improvements thereon, as estimated by an appraiser, who will be a State of California certified general real estate appraiser selected and employed by the District, in an appraisal performed within ninety (90) days preceding the date of such determination based upon a methodology of valuation consistent with the City’s policy for appraisals, provided that a mass appraisal methodology may be applied when valuing Developed Property (as defined in the RMA); (ii) the full cash value of any or all of such parcels, including with respect to such parcels the value of the improvements thereon, as set forth on the last equalized assessment roll of the County Assessor of the County of Riverside; or (iii) a combination of the value derived from the foregoing paragraphs (i) and (ii).

## GENERAL AUTHORIZATION AND BOND TERMS

Type and Nature of Bonds and Parity Bonds. Neither the faith and credit nor the taxing power of the City, the State of California, or any political subdivision thereof other than the District is pledged to the payment of the Bonds or any Parity Bonds. Except for the Net Taxes, no other taxes are pledged to the payment of the Bonds or any Parity Bonds. The Bonds and any Parity Bonds are not general or special obligations of the City nor general obligations of the District, but are limited obligations of the District payable solely from certain amounts deposited by the District in the Special Tax Fund (exclusive of the Administrative Expense Account), as more fully described in the Indenture. The District’s limited obligation to pay the principal of, premium, if any, and interest on the Bonds and any Parity Bonds from amounts in the Special Tax Fund (exclusive of the Administrative Expense Account) is absolute and unconditional, free of deductions and without any abatement, offset, recoupment, diminution or set-off whatsoever. No Owner of the Bonds or any Parity Bonds may compel the exercise of the taxing power by the District (except as pertains to the Special Taxes) or the City or the forfeiture of any of their property. The principal of and interest on the Bonds and any Parity Bonds and premiums upon the redemption thereof, if any, are not a debt of the City, the State of California or any of its political subdivisions within the meaning of any constitutional or statutory limitation or restriction. The Bonds and any Parity Bonds are not a legal or equitable pledge, charge, lien, or encumbrance upon any of the District’s property, or upon any of its income, receipts or revenues, except the Net Taxes and other amounts in the Special Tax Fund (exclusive of the Administrative Expense Account) which are, under the terms of the Indenture and the Act, set aside for the payment of the Bonds, any Parity Bonds and interest thereon, and neither the members of the legislative body of the District or the members of the City Council nor any persons executing the Bonds or any Parity Bonds are liable personally on the Bonds or any Parity Bonds, by reason of their issuance.

Notwithstanding anything to the contrary contained in the Indenture, the District is not required to advance any money derived from any source of income other than the Net Taxes for the payment of the interest on or the principal of the Bonds or any Parity Bonds, or for the performance of any covenants contained in the Indenture. The District may, however, advance funds for any such purpose, provided that such funds are derived from a source legally available for such purpose.

Equality of Bonds and Parity Bonds and Pledge of Net Taxes. Pursuant to the Act and the Indenture, the Bonds and any Parity Bonds will be equally payable from and secured by a first pledge of and lien on the Net Taxes and other amounts in the Special Tax Fund (exclusive of the Administrative Expense Account), without priority for number, date of the Bonds or Parity Bonds, date of sale, date of execution, or date of delivery, and the payment of the interest on and principal of the Bonds and any Parity Bonds and any premiums upon the redemption thereof, will be exclusively paid from the Net Taxes and other amounts in the Special Tax Fund (exclusive of the Administrative Expense Account) which are set aside for the payment of the Bonds and any Parity Bonds; provided that any delinquent Special Tax sold to an independent third-party or to the City for 100% of the delinquent amount will no longer be pledged under the Indenture to the payment of the Bonds or Parity Bonds. Amounts in the Special Tax Fund (other than the Administrative Expense Account therein) constitute a trust fund held for the benefit of the Owners to be applied to the payment of the interest on and principal of the Bonds and any Parity Bonds and, so long as any of the Bonds and any Parity Bonds or interest thereon remain Outstanding, will not be used for any other purpose, except as permitted by the Indenture or any Supplemental Indenture. Notwithstanding any provision contained in the Indenture to the contrary, Net Taxes deposited in the Rebate Fund and the Surplus Fund will no longer be considered to be pledged to the Bonds or any Parity Bonds, and none of the Rebate Fund, the Surplus Fund, the Acquisition and Construction Fund or the Administrative Expense Account of the Special Tax Fund will be construed as a trust fund held for the benefit of the Owners.

Notwithstanding anything to the contrary contained in the Indenture, amounts in the 2023 Bonds Reserve Subaccount will only secure and be available to pay the principal of, redemption premium, if any, and interest on the Bonds, and amounts in the Subaccount of the Reserve Account established for a series of Parity Bonds will secure only and be available to pay the principal of, redemption premium, if any, and interest on, only such series of Parity Bonds.

Nothing in the Indenture or any Supplemental Indenture precludes: (i) subject to the limitations contained under the Indenture, the redemption prior to maturity of any Bonds or Parity Bonds subject to call and redemption and payment of said Bonds or Parity Bonds from proceeds of refunding bonds issued under the Act as the same now exists or as later amended, or under any other law of the State of California; or (ii) the issuance, subject to the limitations contained in the Indenture, of Parity Bonds which are payable from Net Taxes.

Bond Register. The Trustee will keep or cause to be kept, at its office, sufficient books for the registration and transfer of the Bonds and any Parity Bonds which will upon reasonable prior notice be open to inspection by the District during all regular business hours, and, subject to the limitations set forth in the Indenture, upon presentation for such purpose, the Trustee will, under such reasonable regulations as it may prescribe, register or transfer or cause to be transferred on said Bond Register, Bonds and any Parity Bonds as provided in the Indenture.

The District and the Trustee may treat the Owner of any Bond or Parity Bond whose name appears on the Bond Register as the absolute Owner of that Bond or Parity Bond for any and all purposes and the District and the Trustee will not be affected by any notice to the contrary. The District and the Trustee may rely on the address of the Owner as it appears in the Bond Register for any and all purposes. It is the duty of the Owner to give prompt written notice to the Trustee of any change in the Owner's address so that the Bond Register may be revised accordingly.

Registration of Exchange or Transfer. Subject to the limitations set forth in the following paragraph, the registration of any Bond or Parity Bond may, in accordance with its terms, be transferred upon the Bond

Register by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Bond or Parity Bond for cancellation at the office of the Trustee, accompanied by delivery of written instrument of transfer in a form acceptable to the Trustee and duly executed by the Owner or his or her duly authorized attorney.

Bonds or Parity Bonds may be exchanged at the office of the Trustee for a like aggregate principal amount of Bonds or Parity Bonds for other authorized denominations of the same maturity and issue. The Trustee will not collect from the Owner any charge for any new Bond or Parity Bond issued upon any exchange or transfer, but will require the Owner requesting such exchange or transfer to pay any tax or other governmental charge required to be paid with respect to such exchange or transfer. Whenever any Bonds or Parity Bonds are surrendered for registration of transfer or exchange, the District will execute and the Trustee will authenticate and deliver a new Bond or Bonds or a new Parity Bond or Parity Bonds, as applicable, of the same issue and maturity, for a like aggregate principal amount; provided that the Trustee is not required to register transfers or make exchanges of: (i) Bonds or Parity Bonds for a period of 15 days next preceding any selection of the Bonds or Parity Bonds to be redeemed; or (ii) any Bonds or Parity Bonds chosen for redemption.

The Trustee has no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer or exchange imposed under the Indenture or under applicable law with respect to any transfer of any interest in any Bond or Parity Bond other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by the terms of, the Indenture, and to examine the same to determine substantial compliance as to form with the express requirements thereof.

Mutilated, Lost, Destroyed or Stolen Bonds or Parity Bonds. If any Bond or Parity Bond becomes mutilated, the District will execute, and the Trustee will authenticate and deliver, a new Bond or Parity Bond of like tenor, date, issue and maturity in exchange and substitution for the Bond or Parity Bond so mutilated, but only upon surrender to the Trustee of the Bond or Parity Bond so mutilated. Every mutilated Bond or Parity Bond so surrendered to the Trustee will be cancelled by the Trustee as described under the caption "MISCELLANEOUS—Cancellation of Bonds and Parity Bonds." If any Bond or Parity Bond is lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence is satisfactory to the Trustee and, if any indemnity satisfactory to the Trustee is be given, the District will execute and the Trustee will authenticate and deliver a new Bond or Parity Bond, as applicable, of like tenor, maturity and issue, numbered and dated as the Trustee will determine in lieu of and in substitution for the Bond or Parity Bond so lost, destroyed or stolen. Any Bond or Parity Bond issued in lieu of any Bond or Parity Bond alleged to be mutilated, lost, destroyed or stolen will be equally and proportionately entitled to the benefits of the Indenture with all other Bonds and Parity Bonds issued under the Indenture. The Trustee will not treat both the original Bond or Parity Bond and any replacement Bond or replacement Parity Bond as being Outstanding for the purpose of determining the principal amount of Bonds or Parity Bonds which may be executed, authenticated and delivered under the Indenture or for the purpose of determining any percentage of Bonds or Parity Bonds Outstanding thereunder, but both the original and replacement Bond or Parity Bond will be treated as one and the same. Notwithstanding any other provision of the Indenture, in lieu of delivering a new Bond or Parity Bond which has been mutilated, lost, destroyed or stolen, and which has matured, the Trustee may make payment with respect to such Bonds or Parity Bonds.

Validity of Bonds and Parity Bonds. The validity of the authorization and issuance of the Bonds and any Parity Bonds will not be affected in any way by any defect in any proceedings taken by the District for the financing of the Project, or by the invalidity, in whole or in part, of any contracts made by the District in connection therewith, and will not be dependent upon the completion of the financing of the Project or upon the performance by any Person of his or her obligation with respect to the Project, and the recital contained in the Bonds or any Parity Bonds that the same are issued pursuant to the Act and other applicable laws of the State is conclusive evidence of their validity and of the regularity of their issuance.

Book-Entry System. The Bonds will be initially delivered in the form of a separate single fully registered Bond (which may be typewritten) for each maturity of the Bonds. Upon initial delivery, the ownership of each such Bond will be registered in the registration books kept by the Trustee in the name of the Nominee as nominee of the Depository. Except as described under the caption “—Transfers Outside Book-Entry System” below, all of the Outstanding Bonds will be registered in the registration books kept by the Trustee in the name of the Nominee. At the election of the District, any Parity Bonds may also be issued as book-entry bonds registered in the name of the Nominee as provided in the Indenture, in which case the references under the captions “—Book-Entry System,” “—Representation Letter,” “—Transfers Outside Book-Entry System” and “—Payments to the Nominee” to “Bonds” will be applicable to such Parity Bonds.

With respect to Bonds registered in the Bond Register kept by the Trustee in the name of the Nominee, the District and the Trustee have no responsibility or obligation to any such Participant or to any Person on behalf of which such a Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the District and the Trustee have no responsibility or obligation with respect to: (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in the Bonds; (ii) the delivery to any Participant or any other Person, other than an Owner as shown in the registration books kept by the Trustee, of any notice with respect to the Bonds, including any notice of redemption; (iii) the selection by the Depository and its Participants of the beneficial interests in the Bonds to be redeemed in the event that the Bonds are redeemed in part; or (iv) the payment to any Participant or any other Person, other than an Owner as shown in the registration books kept by the Trustee, of any amount with respect to principal of, premium, if any, or interest due with respect to the Bonds. The District and the Trustee may treat and consider the Person in whose name each Bond is registered in the registration books kept by the Trustee as the holder and absolute owner of such Bond for the purpose of payment of the principal of, premium, if any, and interest on such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond and for all other purposes whatsoever. The Trustee will pay all principal of, premium, if any, and interest due on the Bonds only to or upon the order of the respective Owner, as shown in the registration books kept by the Trustee, or their respective attorneys duly authorized in writing, and all such payments will be valid and effective to satisfy and discharge fully the District’s obligations with respect to payment of the principal, premium, if any, and interest due on the Bonds to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the registration books kept by the Trustee, will receive a Bond evidencing the obligation of the District to make payments of principal, premium, if any, and interest pursuant to the Indenture. Upon delivery by the Depository to the Trustee and the District of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions in the Indenture with respect to Record Dates, the word Nominee in the Indenture will refer to such new nominee of the Depository.

Representation Letter. In order to qualify the Bonds and any Parity Bonds which the District elects to register in the name of the Nominee for the Depository’s book-entry system, an Authorized Representative of the District is authorized to execute from time to time and deliver to such Depository the Representation Letter. The execution and delivery of the Representation Letter does not in any way limit the provisions of the Indenture described under the caption “—Book-Entry System” above or in any other way impose upon the District or the Trustee any obligation whatsoever with respect to persons having interests in the Bonds other than the Owners, as shown on the registration books kept by the Trustee. The District agrees to take all action necessary to continuously comply with all representations made by it in the Representation Letter. In addition to the execution and delivery of the Representation Letter, the Authorized Representatives of the District are authorized to take any other actions, not inconsistent with the Indenture, to qualify the Bonds for the Depository’s book-entry program.

Transfers Outside Book-Entry System. In the event that: (i) the Depository determines not to continue to act as securities depository for the Bonds; or (ii) the District determines that the Depository will no longer so act, then the District will discontinue the book-entry system with the Depository. If the District fails to identify another qualified securities depository to replace the Depository then the Bonds so designated will no longer be restricted to being registered in the registration books kept by the Trustee in the name of the Nominee, but will

be registered in whatever name or names Persons transferring or exchanging Bonds designate as described under the caption “—Registration of Exchange or Transfer.”

Payments to the Nominee. Notwithstanding any other provisions of the Indenture to the contrary, so long as any Bond is registered in the name of the Nominee, all payments with respect to principal, premium, if any, and interest due with respect to such Bond and all notices with respect to such Bond will be made and given, respectively, as provided in the Representation Letter or as otherwise instructed by the Depository.

Initial Depository and Nominee. The initial Depository under the Indenture will be The Depository Trust Company, New York, New York. The initial Nominee will be Cede & Co., as Nominee of The Depository Trust Company, New York, New York.

CUSIP Numbers. The District in issuing Bonds or Parity Bonds, as applicable, may use “CUSIP” numbers, and, if so, the Trustee will use “CUSIP” numbers in notices of redemption as a convenience to Owners; provided that the Trustee will have no liability for any defect in the “CUSIP” numbers as they appear on any Bond, Parity Bond, notice or elsewhere, and, provided further that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Bonds or Parity Bonds, as applicable, or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Bonds or Parity Bonds, as applicable, and any such redemption will not be affected by any defect in or omission of such numbers. The District will promptly notify the Trustee in writing of any change in the “CUSIP” numbers.

#### CREATION OF FUNDS AND APPLICATION OF PROCEEDS

Creation of Funds; Application of Proceeds. There have been created and established and will be maintained by the Trustee the following funds and accounts:

(1) The City of Beaumont Community Facilities District No. 2016-3 (Sundance) Special Tax Fund (the “Special Tax Fund”) (in which there will be established and created an Interest Account, a Principal Account, a Redemption Account, a Reserve Account (and within the Reserve Account, the 2023 Bonds Reserve Subaccount), and an Administrative Expense Account).

(2) The City of Beaumont Community Facilities District No. 2016-3 (Sundance) Rebate Fund (the “Rebate Fund”) (in which there will be established a Rebate Account and an Alternate Penalty Account).

(3) The City of Beaumont Community Facilities District No. 2016-3 (Sundance) Acquisition and Construction Fund (the “Acquisition and Construction Fund”) (in which there will be established a City Facilities Account and a Costs of Issuance Account).

(4) The City of Beaumont Community Facilities District No. 2016-3 (Sundance) Surplus Fund (the “Surplus Fund”).

The amounts on deposit in the foregoing Funds, Accounts and Subaccounts will be held by the Trustee. The Trustee will invest and disburse the amounts in such Funds, Accounts and Subaccounts as described under the caption CREATION OF FUNDS AND APPLICATION OF PROCEEDS” and will disburse investment earnings thereon as described under the caption “—Investments” below.

In connection with the issuance of any Parity Bonds as described under the caption “DEFEASANCE AND PARITY BONDS—Conditions for the Issuance of Parity Bonds and Other Additional Indebtedness,” the Trustee, at the written direction of an Authorized Representative of the District, may create new Funds, Accounts and Subaccounts, or may create additional Accounts and Subaccounts within any of the foregoing Funds and Accounts for the purpose of separately accounting for the proceeds of the Bonds and any Parity Bonds.

Deposits to and Disbursements from Special Tax Fund.

(a) Except for Prepayments, which will be deposited to the Redemption Account of the Special Tax Fund, the Trustee will, on each date on which the Special Taxes are received from the District, deposit the Special Taxes in the Special Tax Fund to be held in trust for the Owners. The Trustee will transfer the Special Taxes on deposit in the Special Tax Fund on the dates and in the amounts set forth in the Indenture, in the following order of priority, to:

- (1) the Administrative Expense Account of the Special Tax Fund up to the Administrative Expenses Cap;
- (2) the Interest Account of the Special Tax Fund;
- (3) the Principal Account of the Special Tax Fund;
- (4) the Redemption Account of the Special Tax Fund;
- (5) the Subaccounts of the Reserve Account of the Special Tax Fund, on a proportionate basis based on the outstanding principal amount of the Bonds and any Parity Bonds;
- (6) the Administrative Expense Account of the Special Tax Fund to the extent that Administrative Expenses exceed or are expected to exceed the Administrative Expense Cap;
- (7) the Rebate Fund; and
- (8) the Surplus Fund.

(b) At maturity of all of the Bonds and Parity Bonds and, after all principal and interest then due on the Bonds and Parity Bonds then Outstanding have been paid or provided for and any amounts owed to the Trustee have been paid in full, moneys in the Special Tax Fund and any accounts therein may be used by the District for any lawful purpose.

Administrative Expense Account of the Special Tax Fund. The Trustee will transfer from the Special Tax Fund and deposit in the Administrative Expense Account of the Special Tax Fund from time to time amounts necessary to make timely payment of Administrative Expenses as set forth in a Certificate of an Authorized Representative of the District; provided, however, that, except as set forth in the following sentence, the total amount transferred with respect to a Bond Year may not exceed the Administrative Expenses Cap until such time as there has been deposited to the Interest Account and the Principal Account an amount, together with any amounts already on deposit therein, that is sufficient to pay the interest and principal on all Bonds and Parity Bonds due in such Bond Year and to restore the 2023 Bonds Reserve Subaccount to the 2023 Bonds Reserve Requirement and any other Subaccount of the Reserve Account to the applicable Reserve Requirement. Notwithstanding the foregoing, amounts in excess of the Administrative Expenses Cap may be transferred to the Administrative Expense Account to the extent necessary to collect delinquent Special Taxes. Subject to the Indenture, as described under the caption “—Investments” below, moneys in the Administrative Expense Account of the Special Tax Fund may be invested in any Authorized Investments as directed in writing by an Authorized Representative of the District and will be disbursed as directed in a Certificate of an Authorized Representative.

Interest Account and Principal Account of the Special Tax Fund. The principal of and interest due on the Bonds and any Parity Bonds until maturity, other than principal due upon redemption, will be paid by the Trustee from the Principal Account and the Interest Account of the Special Tax Fund, respectively.

For the purpose of assuring that the payment of principal of and interest on the Bonds and any Parity Bonds will be made when due, after making the transfer required by the Indenture, as described under the caption “—Administrative Expense Account of the Special Tax Fund,” at least one Business Day prior to each March 1 and September 1, the Trustee will make the following transfers from the Special Tax Fund first to the Interest Account and then to the Principal Account; provided, however, that to the extent that deposits have been made in the Interest Account or the Principal Account from the proceeds of the sale of an issue of the Bonds or any Parity Bonds, or otherwise, the transfer from the Special Tax Fund need not be made; and provided, further, that, if amounts in the Special Tax Fund (exclusive of the Reserve Account and the Administrative Expense Account) are inadequate to make the foregoing transfers, then any deficiency will be made up by transfers from the Subaccounts of the Reserve Account:

(a) To the Interest Account, an amount such that the balance in the Interest Account one Business Day prior to each Interest Payment Date is be equal to the installment of interest due on the Bonds and any Parity Bonds on said Interest Payment Date and any installment of interest due on a previous Interest Payment Date which remains unpaid. Moneys in the Interest Account will be used for the payment of interest on the Bonds and any Parity Bonds as the same become due.

(b) To the Principal Account, an amount such that the balance in the Principal Account one Business Day prior to September 1 of each year, commencing September 1, 2023, equals the principal payment due on the Bonds and any Parity Bonds maturing on such September 1 and any principal payment due on a previous September 1 which remains unpaid. Moneys in the Principal Account will be used for the payment of the principal of such Bonds and any Parity Bonds as the same become due at maturity.

Redemption Account of the Special Tax Fund.

(a) With respect to each September 1 on which a Sinking Fund Payment is due, after the deposits have been made to the Administrative Expense Account, the Interest Account and the Principal Account of the Special Tax Fund as required by the Indenture, as described under the captions “—Administrative Expense Account of the Special Tax Fund” and “Interest Account and Principal Account of the Special Tax Fund” above, the Trustee will next transfer into the Redemption Account of the Special Tax Fund from the Special Tax Fund the amount needed to make the balance in the Redemption Account one Business Day prior to each September 1 on which a Sinking Fund Payment is due equal to the Sinking Fund Payment due on any Outstanding Bonds and Parity Bonds on such September 1; provided, however, that, if amounts in the Special Tax Fund are inadequate to make the foregoing transfers, then any deficiency with respect to the Bonds will be made up by an immediate transfer from the 2023 Bonds Reserve Subaccount and any deficiency with respect to a series of Parity Bonds will be made up by an immediate transfer from the Subaccount of the Reserve Account for such series of Parity Bonds, if funded, as described under the caption “—Reserve Account of the Special Tax Fund” below. Moneys so deposited in the Redemption Account will be used and applied by the Trustee to call and redeem Term Bonds in accordance with the Sinking Fund Payment schedules set forth in the Indenture, and to redeem Parity Bonds in accordance with any Sinking Fund Payment schedule in the Supplemental Indenture for such Parity Bonds.

(b) After making the deposits to the Administrative Expense Account, the Interest Account and the Principal Account of the Special Tax Fund as described under the captions “—Administrative Expense Account of the Special Tax Fund” and “Interest Account and Principal Account of the Special Tax Fund” above, and to the Redemption Account for Sinking Fund Payments then due pursuant to paragraph (a) above, and in accordance with the District’s election to call Bonds for optional redemption as set forth in the Indenture, or to call Parity Bonds for optional redemption as set forth in any Supplemental Indenture for Parity Bonds, the Trustee will transfer from the Special Tax Fund and deposit in the Redemption Account moneys available for the purpose and sufficient to pay the principal and the premiums, if any, payable on the Bonds or Parity Bonds called for optional redemption; provided, however, that amounts in the Special Tax Fund (other than the Administrative Expense Account therein) may be applied to optionally redeem Bonds and Parity Bonds only if immediately following such redemption the amount in the 2023 Bonds Reserve Subaccount will equal the 2023 Bonds

Reserve Requirement and the amount in each other Subaccount of the Reserve Account will equal the related Reserve Requirement.

(c) Prepayments deposited to the Redemption Account will be applied on the redemption date established pursuant to the Indenture to the payment of the principal of, premium, if any, and interest on the Bonds and Parity Bonds to be redeemed with such Prepayments.

(d) Moneys set aside in the Redemption Account will be used solely for the purpose of redeeming Bonds and Parity Bonds and will be applied on or after the redemption date to the payment of principal of and premium, if any, on the Bonds or Parity Bonds to be redeemed upon presentation and surrender of such Bonds or Parity Bonds, and, in the case of an optional redemption or an extraordinary redemption from Prepayments, to pay the interest thereon; provided, however, that in lieu or partially in lieu of such call and redemption, moneys deposited in the Redemption Account may be used to purchase Outstanding Bonds or Parity Bonds in the manner provided in the Indenture. Purchases of Outstanding Bonds or Parity Bonds may be made by the District at public or private sale as and when and at such prices as the District may in its discretion determine but only at prices (including brokerage or other expenses) not more than par plus accrued interest, plus, in the case of moneys set aside for an optional redemption or an extraordinary redemption, the premium applicable at the next following call date according to the premium schedule established pursuant to the Indenture, as applicable, or in the case of Parity Bonds the premium established in any Supplemental Indenture. Any accrued interest payable upon the purchase of Bonds or Parity Bonds may be paid from the amount reserved in the Interest Account of the Special Tax Fund for the payment of interest on the next following Interest Payment Date.

Reserve Account of the Special Tax Fund. There will be maintained in the 2023 Bonds Reserve Subaccount an amount equal to the 2023 Bonds Reserve Requirement and in each other Subaccount of the Reserve Account established for a series of Parity Bonds, an amount equal to the Reserve Requirement for such series of Parity Bonds. The 2023 Reserve Requirement and the Reserve Requirement established for a series of Parity Bonds may be satisfied in whole or in part by cash, a Reserve Policy, or a combination thereof. The amounts in a Subaccount of the Reserve Account will be applied as follows:

(a) Moneys in the 2023 Bonds Reserve Subaccount will be used solely for the purpose of paying the principal of, including Sinking Fund Payments, and interest on the Bonds when due in the event that the moneys in the Interest Account and the Principal Account of the Special Tax Fund are insufficient therefor or moneys in the Redemption Account of the Special Tax Fund are insufficient to make a Sinking Fund Payment when due and for the purpose of making any required transfer to the Rebate Fund with respect to the Bonds as described under the caption “—Rebate Fund” below, upon written direction from the District. Moneys in any other Subaccount of the Reserve Account established for a series of Parity Bonds will be used solely for the purpose of paying the principal of, including Sinking Fund Payments, and interest on such series of Parity Bonds when due in the event that the moneys in the Interest Account and the Principal Account of the Special Tax Fund are insufficient therefor or moneys in the Redemption Account of the Special Tax Fund are insufficient to make a Sinking Fund Payment when due and for the purpose of making any required transfer to the Rebate Fund with respect to such series of Parity Bonds as described under the caption “—Rebate Fund” below, upon written direction from the District.

If the amounts in the Interest Account, the Principal Account or the Redemption Account of the Special Tax Fund are insufficient to pay the principal of, including Sinking Fund Payments, or interest on any Bonds or Parity Bonds when due, or amounts in the Special Tax Fund are insufficient to make transfers to the Rebate Fund when required, the Trustee will withdraw from the applicable Subaccount of the Reserve Account, first from the cash on deposit therein, and second from a draw on the Reserve Policy, if any, for deposit in the Interest Account, the Principal Account or the Redemption Account of the Special Tax Fund or the Rebate Fund, as applicable, moneys necessary for such purposes.

(b) Whenever moneys are withdrawn from a Subaccount of the Reserve Account, after making the required transfers referred to under the captions “—Administrative Expense Account of the Special Tax Fund,”



“Interest Account and Principal Account of the Special Tax Fund,” and “—Redemption Account of the Special Tax Fund” above, the Trustee will transfer to each Subaccount of the Reserve Account from available moneys in the Special Tax Fund, or from any other legally available funds which the District elects to apply to such purpose, on a proportionate basis based on the outstanding principal amount of the Bonds and any Parity Bonds, the amount needed to restore the amount of each Subaccount of the Reserve Account to, with respect to the Bonds, the 2023 Bonds Reserve Requirement and, with respect to each series of Parity Bonds, the applicable Reserve Requirement for such series, by first, repaying any amounts due under each Reserve Policy, and second, to fund each Subaccount of the Reserve Account to, with respect to the Bonds, the 2023 Bonds Reserve Requirement and, with respect to each series of Parity Bonds, the applicable Reserve Requirement for such series. Moneys in the Special Tax Fund will be deemed available for transfer to the Subaccounts of the Reserve Account only if the District certifies to the Trustee that such amounts will not be needed to make the deposits required to be made to the Administrative Expense Account, the Interest Account, the Principal Account or the Redemption Account of the Special Tax Fund on or before the next September 1. If amounts in the Special Tax Fund together with any other amounts transferred to replenish the Subaccounts of the Reserve Account are inadequate to restore the Subaccounts of the Reserve Account to, with respect to the Bonds, the 2023 Bonds Reserve Requirement and, with respect to each series of Parity Bonds, the applicable Reserve Requirement for such series, including any amounts necessary to pay costs related to each Reserve Policy, if any, then the District will include the amount necessary to restore the Subaccounts of the Reserve Account to, with respect to the Bonds, the 2023 Bonds Reserve Requirement and, with respect to each series of Parity Bonds, the applicable Reserve Requirement for such series, in the next annual Special Tax levy to the extent of the maximum permitted Special Tax rates.

(c) In connection with a redemption of Bonds pursuant to the Indenture, or a partial defeasance of Bonds as described under the caption “DEFEASANCE AND PARITY BONDS—Defeasance,” amounts in the 2023 Bonds Reserve Subaccount may be applied to such redemption or partial defeasance so long as the amount on deposit in the 2023 Bonds Reserve Subaccount following such redemption or partial defeasance equals the 2023 Bonds Reserve Requirement. The District will set forth in a Certificate of an Authorized Representative the amount in the 2023 Bonds Reserve Subaccount to be transferred to the Redemption Account on a redemption date or to be transferred pursuant to the Indenture to partially defease Bonds, and the Trustee will make such transfer on the applicable redemption or defeasance date, subject to the limitation in the preceding sentence.

In connection with a redemption of a series of Parity Bonds in accordance with any Supplemental Indenture, or a partial defeasance of such series of Parity Bonds as described under the caption “DEFEASANCE AND PARITY BONDS—Defeasance,” amounts in the related Subaccount of the Reserve Account may be applied to such redemption or partial defeasance so long as the amount on deposit in such Subaccount of the Reserve Account following such redemption or partial defeasance equals the Reserve Requirement for such series of Parity Bonds. The District will set forth in a Certificate of an Authorized Representative the amount in the Subaccount of the Reserve Account to be transferred to the Redemption Account on a redemption date or to be transferred pursuant to the Indenture to partially defease such Parity Bonds, and the Trustee will make such transfer on the applicable redemption or defeasance date, subject to the limitation in the preceding sentence.

(d) To the extent that the 2023 Bonds Reserve Subaccount is at the 2023 Bonds Reserve Requirement as of the first day of the final Bond Year for the Bonds, amounts in the 2023 Bonds Reserve Subaccount may be applied to pay the principal of and interest due on the Bonds in the final Bond Year for the Bonds. Moneys in the 2023 Bonds Reserve Subaccount in excess of the 2023 Bonds Reserve Requirement not transferred in accordance with the preceding provisions described above will be withdrawn from the 2023 Bonds Reserve Subaccount on the Business Day before each March 1 and September 1 and will be transferred to the Acquisition and Construction Fund or an Account therein, as directed by a Certificate of an Authorized Representative, until all amounts have been disbursed from the Acquisition and Construction Fund (or such fund is closed) and thereafter to the Interest Account of the Special Tax Fund.

(e) To the extent that the Subaccount of the Reserve Account for a series of Parity Bonds is at the Reserve Requirement for such series as of the first day of the final Bond Year for such series of Parity Bonds,

amounts in such Subaccount of the Reserve Account may be applied to pay the principal of and interest due on such series of Parity Bonds in the final Bond Year for such issue. Moneys in the Subaccount of the Reserve Account for a series of Parity Bonds in excess of the Reserve Requirement for such series not transferred in accordance with the paragraphs above will be withdrawn from such Subaccount of the Reserve Account on the Business Day before each March 1 and September 1 and will be transferred to the Acquisition and Construction Fund or an Account therein, as directed by a Certificate of an Authorized Representative, until all amounts have been disbursed from the Acquisition and Construction Fund (or such fund is closed) and thereafter to the Interest Account of the Special Tax Fund.

Rebate Fund.

(a) The Trustee will establish and maintain a fund separate from any other fund established and maintained under the Indenture designated as the Rebate Fund and will establish a separate Rebate Account and Alternate Penalty Account therein. All money at any time deposited in the Rebate Account or the Alternate Penalty Account of the Rebate Fund will be held by the Trustee in trust, for payment to the United States Treasury. A separate subaccount of the Rebate Account and the Alternate Penalty Account will be established for the Bonds and each issue of Parity Bonds the interest on which is excluded from gross income for federal income tax purposes. All amounts on deposit in the Rebate Fund with respect to the Bonds or an issue of Parity Bonds will be governed by the Rebate Fund provisions of the Indenture described below and the Tax Certificate for such issue, unless the District obtains an opinion of Bond Counsel that the exclusion from gross income for federal income tax purposes of interest payments on the Bonds and Parity Bonds will not be adversely affected if such requirements are not satisfied.

(1) Rebate Account. The following requirements will be satisfied with respect to each subaccount of the Rebate Account:

(i) Annual Computation. Within 55 days of the end of each Bond Year, the District will calculate or cause to be calculated the amount of rebatable arbitrage for the Bonds and each issue of Parity Bonds to which the Rebate Fund provisions of the Indenture are applicable, in accordance with Section 148(f)(2) of the Code and Section 1.148-3 of the Rebate Regulations (taking into account any applicable exceptions with respect to the computation of the rebatable arbitrage described in the Tax Certificate for each issue (e.g., the temporary investments exceptions of Section 148(f)(4)(B) and (C) of the Code), and taking into account whether the election pursuant to Section 148(f)(4)(C)(vii) of the Code (the “1½% Penalty”) has been made), for this purpose treating the last day of the applicable Bond Year as a computation date, within the meaning of Section 1.148-1(b) of the Rebate Regulations (the “Rebatable Arbitrage”). The District will obtain expert advice as to the amount of the Rebatable Arbitrage to comply with the foregoing requirements.

(ii) Annual Transfer. Within 55 days of the end of each fifth Bond Year for which Rebatable Arbitrage must be calculated as required by the Tax Certificate for each issue, upon the written direction of an Authorized Representative of the District, an amount will be deposited to each subaccount of the Rebate Account by the Trustee from any funds so designated by the District if and to the extent required, so that the balance in the Rebate Account equals the amount of Rebatable Arbitrage so calculated by or on behalf of the District in accordance paragraph (i) above with respect to the Bonds and each issue of Parity Bonds to which the Rebate Fund provisions of the Indenture are applicable. In the event that immediately following any transfer required by the previous sentence, or the date on which the District determines that no transfer is required for such Bond Year, the amount then on deposit to the credit of the applicable subaccount of the Rebate Account exceeds the amount required to be on deposit therein, upon written instructions from an Authorized Representative of the District, the Trustee will withdraw the excess from the appropriate subaccount of the Rebate Account and then credit the excess to the Special Tax Fund.

(iii) Payment to the Treasury. The Trustee will pay, as directed in writing by an Authorized Representative of the District, to the United States Treasury, out of amounts in each subaccount of the Rebate Account:

(X) not later than 60 days after the end of: (A) the fifth Bond Year for the Bonds and each issue of Parity Bonds to which the Rebate Fund provisions of the Indenture are applicable; and (B) each applicable fifth Bond Year thereafter, an amount equal to at least 90% of the Rebatable Arbitrage calculated as of the end of such Bond Year for the Bonds and each issue of Parity Bonds, as applicable; and

(Y) not later than 60 days after the payment or redemption of all of the Bonds or an issue of Parity Bonds, as applicable, an amount equal to 100% of the Rebatable Arbitrage calculated as of the end of such applicable Bond Year, and any income attributable to the Rebatable Arbitrage, computed in accordance with Section 148(f) of the Code.

In the event that, prior to the time of any payment required to be made from the Rebate Account, the amount in the Rebate Account is not sufficient to make such payment when such payment is due, the District will calculate or cause to be calculated the amount of such deficiency and deposit an amount received from any legally available source equal to such deficiency prior to the time such payment is due. Each payment required to be made pursuant to this paragraph will be made to the Internal Revenue Service Center, Ogden, Utah 84201 on or before the date on which such payment is due, and will be accompanied by Internal Revenue Service Form 8038-T, or will be made in such other manner as provided under the Code.

(2) Alternate Penalty Account.

(i) Six-Month Computation. If the 1½% Penalty has been elected for the Bonds or an issue of Parity Bonds, within 85 days of each particular Six-Month Period, the District will determine or cause to be determined whether the 1½% Penalty is payable (and the amount of such penalty) as of the close of the applicable Six-Month Period. The District will obtain expert advice in making such determinations.

(ii) Six-Month Transfer. Within 85 days of the close of each Six-Month Period, the Trustee, at the written direction of an Authorized Representative of the District, will deposit an amount in the appropriate subaccounts of the Alternate Penalty Account from any source of funds held by the Trustee pursuant to the Indenture and designated by the District in such written directions or provided to it by the District, if and to the extent required, so that the balance in each subaccount of the Alternate Penalty Account equals the amount of 1½% Penalty due and payable to the United States Treasury determined as provided in subsection (a)(2)(i) above. In the event that immediately following any transfer provided for in the previous sentence, or the date on which the District determines that no transfer is required for such Bond Year, the amount then on deposit in a subaccount of the Alternate Penalty Account exceeds the amount required to be on deposit therein to make the payments required by subsection (iii) below, the Trustee, at the written direction of an Authorized Representative of the District, may withdraw the excess from the applicable subaccount of the Alternate Penalty Account and credit the excess to the Special Tax Fund.

(iii) Payment to the Treasury. The Trustee will pay, as directed in writing by an Authorized Representative of the District, to the United States Treasury, out of amounts in a subaccount of the Alternate Penalty Account, not later than 90 days after the close of each Six-Month Period the 1½% Penalty, if applicable and payable, computed with respect to the Bonds and any issue of Parity Bonds in accordance with Section 148(f)(4) of the Code. In the event that, prior to the time of any payment required to be made from a subaccount of the Alternate Penalty Account, the amount in such subaccount is not sufficient to make such payment when such payment is due, the District will calculate the amount of such deficiency and direct the Trustee, in writing, to deposit an amount equal to such deficiency into such subaccount of the Alternate Penalty Account from any funds held by the Trustee pursuant to the Indenture and designated by the District in such written directions prior to the time such payment is due. Each payment required to be made pursuant to this paragraph will be made to the Internal Revenue Service, Ogden, Utah 84201 on or before the date on which such

payment is due, and will be accompanied by Internal Revenue Service Form 8038-T or will be made in such other manner as provided under the Code.

(b) Disposition of Unexpended Funds. Any funds remaining in the Accounts of the Rebate Fund with respect to the Bonds or an issue of Parity Bonds after redemption and payment of such issue and after making the payments described in paragraphs (a)(1)(iii) or (a)(2)(iii) (whichever is applicable) above, may be withdrawn by the Trustee at the written direction of the District and utilized in any manner by the District.

(c) Survival of Defeasance and Final Payment. Notwithstanding anything described in this paragraph or the Indenture to the contrary, the obligation to comply with the requirements of the Indenture will survive the defeasance and final payment of the Bonds and any Parity Bonds with respect to which an Account has been created in the Rebate Fund.

(d) Amendment Without Consent of Owners. The Rebate Fund provisions of the Indenture may be deleted or amended in any manner without the consent of the Owners, provided that prior to such event there is delivered to the District an opinion of Bond Counsel to the effect that such deletion or amendment will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds and any issue of Parity Bonds issued on a tax-exempt basis.

(e) Trustee. The Trustee has no responsibility to monitor or calculate any amounts payable to the U.S. Treasury pursuant to the Rebate Fund requirements of the Indenture and will be deemed constructively to have complied with its obligations thereunder if it follows the written instructions of the District given pursuant to the Rebate Fund provisions of the Indenture. The Trustee is not be responsible for calculating rebate amounts or for the adequacy or correctness of any rebate report. The Trustee is be deemed conclusively to have complied with the provisions of the Indenture and any other agreement relating to the Bonds or Parity Bonds regarding calculation and payment of rebate if it follows the directions of the District, and it will have no independent duty to review or enforce the District's compliance with such rebate requirements. The Trustee may rely conclusively upon and will be fully protected from all liability in relying upon the District's opinions, calculations, determinations, directions, and certifications required by the foregoing paragraphs. Except to the extent expressly in the Indenture provided, the Trustee will in no instance be responsible or liable for the tax treatment of the Bonds or the Parity Bonds, the District's compliance with the Code, or any other tax consequences in connection with the Bonds or the Parity Bonds.

Surplus Fund. After making the transfers described under the captions “—Administrative Expense Account of the Special Tax Fund,” “Interest Account and Principal Account of the Special Tax Fund,” “Redemption Account of the Special Tax Fund,” “Reserve Account of the Special Tax Fund” and “Rebate Fund” above, as soon as practicable after each September 1, the Trustee will transfer all remaining amounts in the Special Tax Fund to the Surplus Fund, unless on or prior to such date, it has received a Certificate of an Authorized Representative directing that certain amounts be retained in the Special Tax Fund because the District has included such amounts as being available in the Special Tax Fund in calculating the amount of the levy of Special Taxes for such Fiscal Year pursuant to the Indenture. Moneys deposited in the Surplus Fund will be transferred by the Trustee pursuant to a Certificate of an Authorized Representative: (i) to the Interest Account, the Principal Account or the Redemption Account of the Special Tax Fund to pay the principal of, including Sinking Fund Payments, premium, if any, and interest on the Bonds and any Parity Bonds when due in the event that moneys in the Special Tax Fund and the Subaccounts of the Reserve Account of the Special Tax Fund are insufficient therefor; (ii) to each Subaccount of the Reserve Account, on a proportionate basis based on the outstanding principal amount of the Bonds and any Parity Bonds, to replenish the 2023 Bonds Reserve Subaccount to the 2023 Bonds Reserve Requirement, and to each other Subaccount of the Reserve Account to the applicable Reserve Requirement; (iii) to the Administrative Expense Account of the Special Tax Fund to pay Administrative Expenses to the extent that the amounts on deposit in the Administrative Expense Account of the Special Tax Fund are insufficient to pay Administrative Expenses; (iv) to the Acquisition and Construction Fund to pay Project Costs; or (v) after all Project Costs have been paid, to the District, for any other lawful purpose of the District.

The amounts in the Surplus Fund are not pledged to the repayment of the Bonds or the Parity Bonds and may be used by the District for any lawful purpose. In the event that the District reasonably expects to use any portion of the moneys in the Surplus Fund to pay debt service on any Outstanding Bonds or Parity Bonds, the District will notify the Trustee in a Certificate of an Authorized Representative and the Trustee will segregate such amount into a separate subaccount and the moneys on deposit in such subaccount of the Surplus Fund will be invested at the written direction of the District in Authorized Investments the interest on which is excludable from gross income under Section 103 of the Code (other than bonds the interest on which is a tax preference item for purposes of computing the alternative minimum tax of individuals under the Code) or in Authorized Investments at a yield not in excess of the yield on the issue of Bonds or Parity Bonds to which such amounts are to be applied, unless, in the opinion of Bond Counsel, investment at a higher yield will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or any Parity Bonds which were issued on a tax-exempt basis for federal income tax purposes. Such amounts will be disbursed as directed by an Authorized Representative of the District.

Acquisition and Construction Fund.

(a) The moneys in the Costs of Issuance Account will be disbursed by the Trustee pursuant to a Certificate of an Authorized Representative, and any balance remaining therein after 180 days will be transferred by the Trustee to the City Facilities Account within the Acquisition and Construction Fund as directed in writing by an Authorized Representative of the District. Following such transfer to the Acquisition and Construction Fund, the Costs of Issuance Account will be closed.

(b) The moneys in the Acquisition and Construction Fund and the Accounts therein (other than the Costs of Issuance Account) will be applied exclusively to pay the Project Costs. Amounts for Project Costs will be disbursed by the Trustee from the Acquisition and Construction Fund or the Accounts therein (other than the Costs of Issuance Account), as specified in a Requisition for Disbursement of Project Costs, substantially in the form attached to the Indenture. A properly executed Requisition for Disbursement of Project Costs must be submitted in connection with each requested disbursement, and the Trustee may rely thereon without investigating the accuracy thereof. Amounts in an Account of the Acquisition and Construction Fund may be transferred to another Account or Accounts therein pursuant to a Certificate of an Authorized Representative of the District. For purposes of complying with the requirements described under the caption “—Acquisition and Construction Fund,” the Trustee may conclusively rely and will be protected in acting or refraining from acting upon the Requisition signed by the authorized officer of the District. The Trustee will not be bound to make an investigation into the facts or matters stated in any requisition of the District. The Trustee will not be responsible for determining whether the funds on hand in the Acquisition and Construction Fund are sufficient to complete the Project. The Trustee will not be responsible to collect lien waivers.

(c) Upon receipt of a Certificate of an Authorized Representative of the District stating that all or a specified portion of the amount remaining in the Acquisition and Construction Fund or the Accounts therein (other than the Costs of Issuance Account) is no longer needed to pay Project Costs, the Trustee will: (i) transfer all or such specified portion, as applicable, of the moneys remaining on deposit in the Acquisition and Construction Fund or the Accounts in the Indenture (other than the Costs of Issuance Account) to the Interest Account, the Principal Account or Redemption Account of the Special Tax Fund, to the Costs of Issuance Account or to the Surplus Fund, as directed in such certificate, provided that in connection with any direction to transfer amounts to the Surplus Fund there will be delivered to the Trustee with such certificate an opinion of Bond Counsel to the effect that such transfer to the Surplus Fund will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or any Parity Bonds which were issued on a tax-exempt basis for federal income tax purposes; and (ii) thereafter, close the Acquisition and Construction Fund.

Investments. Moneys held in any of the Funds, Accounts and Subaccounts under the Indenture will be invested at the written direction (which may include a facsimile transmission) of the District upon at least two (2) Business Days’ notice in accordance with the limitations set forth below and to the extent permitted by law

only in Authorized Investments (such direction to specify the particular Authorized Investment to be made) which will be deemed at all times to be a part of such Funds, Accounts and Subaccounts. Any loss resulting from such Authorized Investments will be credited or charged to the Fund, Account or Subaccount from which such investment was made, and any investment earnings on a Fund, Account or Subaccount will be applied as follows: (i) investment earnings on all amounts deposited in the Acquisition and Construction Fund (including the Accounts therein), the Special Tax Fund, the Surplus Fund and the Rebate Fund and each Account therein (other than the Subaccounts of the Reserve Account of the Special Tax Fund) will be deposited in those respective Funds, Accounts and Subaccounts; and (ii) investment earnings on all amounts deposited in the Subaccounts of the Reserve Account will be deposited therein to be applied as described under the caption “—Reserve Account of the Special Tax Fund” above. Moneys in the Funds, Accounts and Subaccounts held under the Indenture may be invested by the Trustee as directed in writing (which may include a facsimile transmission) by the District, from time to time, in Authorized Investments (such direction to specify the particular Authorized Investment to be made) subject to the following restrictions (provided that the Trustee is not required to verify compliance with such restrictions and may rely on the District’s written instructions as evidence of such compliance):

(a) Moneys in the Acquisition and Construction Fund and the Accounts therein will be invested in Authorized Investments which will by their terms mature, or in the case of an Investment Agreement are available without penalty, as close as practicable to the date the District estimates the moneys represented by the particular investment will be needed for withdrawal from the Acquisition and Construction Fund or the Accounts therein. Notwithstanding anything in the Indenture to the contrary, amounts in the Acquisition and Construction Fund or the Accounts therein three years after the Delivery Date for the Bonds and the proceeds of each issue of Parity Bonds issued on a tax-exempt basis which are remaining on deposit in the Acquisition and Construction Fund on the date which is three years following the date of issuance of such issue of Parity Bonds will be invested by the District only in Authorized Investments the interest on which is excluded from gross income under Section 103 of the Code (other than bonds the interest on which is a tax preference item for purposes of computing the alternative minimum tax of individuals under the Code) or in Authorized Investments at a yield not in excess of the yield on the issue of Bonds or Parity Bonds from which such proceeds were derived, unless in the opinion of Bond Counsel such restriction is not necessary to prevent interest on the Bonds or any Parity Bonds which were issued on a tax-exempt basis for federal income tax purposes from being included in gross income for federal income tax purposes.

(b) Moneys in the Interest Account, the Principal Account, and the Redemption Account of the Special Tax Fund will be invested only in Authorized Investments which will by their terms mature, or in the case of an Investment Agreement are available for withdrawal without penalty, on such dates so as to ensure the payment of principal of, premium, if any, and interest on the Bonds and any Parity Bonds as the same become due.

(c) Moneys in the 2023 Bonds Reserve Subaccount may be invested only in Authorized Investments (other than the Authorized Investment described in clause (2)(i) of the definition thereof) which, taken together, have a weighted average maturity not in excess of five years; provided that such amounts may be invested in an Investment Agreement to the later of the final maturity of the Bonds so long as such amounts may be withdrawn at any time, without penalty, for application in accordance with the requirements described under the caption “—Reserve Account of the Special Tax Fund” above; and provided that no such Authorized Investment of amounts in the 2023 Bonds Reserve Subaccount will mature later than the final maturity date of the Bonds.

Moneys in a Subaccount of the Reserve Account established for a series of Parity Bonds may be invested only in Authorized Investments (other than the Authorized Investment described in clause (2)(i) of the definition thereof) which, taken together, have a weighted average maturity not in excess of five years; provided that such amounts may be invested in an Investment Agreement to the later of the final maturity of such series of Parity Bonds so long as such amounts may be withdrawn at any time, without penalty, for application in accordance with the requirements described under the caption “—Reserve Account of the Special Tax Fund”

above; and provided that no such Authorized Investment of amounts in such Subaccount of the Reserve Account will mature later than the respective final maturity date of such Parity Bonds.

(d) Moneys in the Rebate Fund will be invested only in Authorized Investments of the type described in clause (1) of the definition thereof which by their terms will mature, as nearly as practicable, on the dates such amounts are needed to be paid to the United States Government as described under the caption “—Rebate Fund” above or in Authorized Investments of the type described in clause (2)(e) of the definition thereof.

(e) In the absence of written investment directions from the District, the Trustee will hold such funds will be uninvested as cash.

The Trustee will sell, or present for redemption, any Authorized Investment whenever it may be necessary to do so in order to provide moneys to meet any payment or transfer to such funds and accounts or from such funds and accounts. Notwithstanding anything in the Indenture to the contrary, the Trustee will not be responsible or liable for any loss, fee, tax or other charge from investments, reinvestments, liquidations, sales or transfers undertaken in accordance with the provisions of the Indenture. In the event of a loss on the sale of such investments (after giving effect to any interest or other income thereon except to the extent theretofore paid to the District), the Trustee will have no responsibility or liability in respect of such loss except that the Trustee will notify the District of the amount of such loss and the District will promptly pay such amount to the Trustee to be credited as part of the moneys originally invested.

The Trustee may act as principal or agent in the making or disposing of any investment and will be entitled to its customary fee for making such investment. The Trustee may sell at the best market price obtainable, or present for redemption, any Authorized Investment so purchased whenever it will be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such Authorized Investment is credited, and subject to requirements described under the caption “TRUSTEE—Liability of Trustee,” the Trustee will not be liable or responsible for any loss resulting from such investment. For investment purposes, the Trustee may commingle the funds and accounts established under the Indenture, but will account for each separately. The Trustee is authorized, in making or disposing of any investment permitted by the Indenture, to deal with itself (in its individual capacity) or which any one or more of its affiliates, whether it or such affiliate is acting as an agent of the Trustee or for any third person or dealing as principal for its own account. The parties acknowledge that the Trustee is not providing investment supervision, recommendations, or advice.

The District acknowledges that, to the extent that regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive brokerage confirmations of security transactions as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the District periodic cash transaction statements which include detail for all investment transactions made by the Trustee.

## COVENANTS AND WARRANTY

Warranty. The District warrants that it will preserve and protect the security pledged under the Indenture to the Bonds and any Parity Bonds against all claims and demands of all persons.

Covenants. So long as any of the Bonds or Parity Bonds issued under the Indenture are Outstanding and unpaid, the District makes the following covenants with the Owners under the provisions of the Act and the Indenture (to be performed by the District or its proper officers, agents or employees), which covenants are necessary and desirable to secure the Bonds and Parity Bonds and tend to make them more marketable; provided, however, that said covenants do not require the District to expend any funds or moneys other than the Special Taxes and other amounts deposited to the Special Tax Fund:

(a) Punctual Payment; Against Encumbrances. The District covenants that it will receive all Special Taxes in trust for the Owners and will direct the Treasurer to deposit all Special Taxes with the Trustee as soon as reasonably practicable following their apportionment to the District, and the District has no beneficial right or interest in the amounts so deposited except as provided by the Indenture. All such Special Taxes will be disbursed, allocated and applied solely to the uses and purposes set forth in the Indenture, and will be accounted for separately and apart from all other money, funds, accounts or other resources of the District. Notwithstanding anything to the contrary in the Indenture, the Trustee has no duty to prepare or file any Federal or state tax report or return with respect to any funds held pursuant to the Indenture or any income earned thereon, except for the delivery and filing of tax information reporting forms required to be delivered and filed with the Internal Revenue Service.

The District covenants that it will duly and punctually pay or cause to be paid the principal of and interest on every Bond and Parity Bond issued under the Indenture, together with the premium, if any, thereon on the date, at the place and in the manner set forth in the Bonds and the Parity Bonds and in accordance with the Indenture to the extent that Net Taxes and other amounts pledged under the Indenture are available therefor, and that the payments into the Funds and Accounts created under the Indenture will be made, all in strict conformity with the terms of the Bonds, any Parity Bonds, and the Indenture, and that it will faithfully observe and perform all of the conditions, covenants and requirements of the Indenture and all Supplemental Indentures and of the Bonds and any Parity Bonds issued thereunder.

The District will not mortgage or otherwise encumber, pledge or place any charge upon any of the Net Taxes except as provided in the Indenture, and will not issue any obligation or security having a lien or charge upon the Net Taxes superior to or on a parity with the Bonds, other than Parity Bonds. Nothing in the Indenture prevents the District from issuing or incurring indebtedness which is payable from a pledge of Net Taxes which is subordinate in all respects to the pledge of Net Taxes to repay the Bonds and the Parity Bonds, subject to compliance with the District's bonded indebtedness limit.

(b) Levy of Special Tax. Beginning in Fiscal Year 2023-24 and so long as any Bonds or Parity Bonds issued under the Indenture are Outstanding, subject to the limitations set forth in the Act and the RMA, the legislative body of the District covenants to levy the Special Tax in an amount sufficient, together with other amounts on deposit in the Special Tax Fund, to pay: (1) the principal of and interest on the Bonds and any Parity Bonds when due; (2) the Administrative Expenses; and (3) any amounts required to replenish the 2023 Bonds Reserve Subaccount to the 2023 Bonds Reserve Requirement and any other Subaccount of the Reserve Account to the applicable Reserve Requirement, including any amounts to pay costs related to a Reserve Policy, if any. The District further covenants that it will take no actions that would discontinue or cause the discontinuance of the Special Tax levy or the District's authority to levy the Special Tax for so long as the Bonds and any Parity Bonds are Outstanding.

(c) Commence Foreclosure Proceedings. The District covenants for the benefit of the Owners of the Bonds and any Parity Bonds that it will: (i) commence judicial foreclosure proceedings against parcels with delinquent Special Taxes in excess of \$2,500 by the December 1 following the close of each Fiscal Year in which such Special Taxes were due; (ii) commence judicial foreclosure proceedings against all parcels with delinquent Special Taxes by the December 1 following the close of each Fiscal Year in which it receives Special Taxes in an amount which is less than 95% of the total Special Tax levied; and (iii) diligently pursue such foreclosure proceedings until the delinquent Special Taxes are paid; provided that, notwithstanding the foregoing, the District may elect to defer foreclosure proceedings on any parcel so long as the amount in the 2023 Bonds Reserve Subaccount is at least equal to the 2023 Bonds Reserve Requirement and the amount in all other Subaccounts of the Reserve Account is at least equal to the applicable Reserve Requirement. The District may, but is not be obligated to, advance funds from any source of legally available funds in order to maintain the Subaccounts of the Reserve Account. The District may treat any delinquent Special Tax sold to an independent third-party or to the City for at least 100% of the delinquent amount as having been paid. Proceeds of any such sale up to 100% of the delinquent amount will be deposited in the Special Tax Fund.



The District covenants that it will deposit the net proceeds of any foreclosure in the Special Tax Fund and will apply such proceeds remaining after the payment of Administrative Expenses to make current payments of principal and interest on the Bonds and any Parity Bonds, to bring the amount on deposit in the 2023 Bonds Reserve Subaccount up to the 2023 Bonds Reserve Requirement and the amount on deposit in any other Subaccount of the Reserve Account to the applicable Reserve Requirement, and to pay any delinquent installments of principal or interest due on the Bonds and any Parity Bonds.

(d) Payment of Claims. The District will pay and discharge any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien or charge upon the Net Taxes or other funds in the Special Tax Fund (other than the Administrative Expense Account therein), or which might impair the security of the Bonds or any Parity Bonds then Outstanding; provided, however, that nothing in the Indenture requires the District to make any such payments so long as the District in good faith contests the validity of any such claims.

(e) Books and Accounts. The District will keep proper books of records and accounts, separate from all other records and accounts of the District, in which complete and correct entries are to be made of all transactions relating to the Project, the levy of the Special Tax and the deposits to the Special Tax Fund. Such books of records and accounts will at all times during business hours be subject to the inspection of the Trustee or of the Owners or the Owners of any issue of Parity Bonds then Outstanding or their representatives authorized in writing.

(f) Federal Tax Covenants. Notwithstanding any other provision of the Indenture, absent an opinion of Bond Counsel that the exclusion from gross income of interest on the Bonds and any Parity Bonds issued on a tax-exempt basis for federal income tax purposes will not be adversely affected for federal income tax purposes, the District covenants to comply with all applicable requirements of the Code necessary to preserve such exclusion from gross income and specifically covenants, without limiting the generality of the foregoing, as follows:

(1) Private Activity. The District will take no action or refrain from taking any action or make any use of the proceeds of the Bonds or any Parity Bonds or of any other monies or property which would cause the Bonds or any Parity Bonds issued on a tax-exempt basis for federal income tax purposes to be “private activity bonds” within the meaning of Section 141 of the Code.

(2) Arbitrage. The District will make no use of the proceeds of the Bonds or any Parity Bonds or of any other amounts or property, regardless of the source, or take any action or refrain from taking any action which will cause the Bonds or any Parity Bonds issued on a tax-exempt basis for federal income tax purposes to be “arbitrage bonds” within the meaning of Section 148 of the Code.

(3) Federal Guaranty. The District will make no use of the proceeds of the Bonds or any Parity Bonds or take or omit to take any action that would cause the Bonds or any Parity Bonds issued on a tax-exempt basis for federal income tax purposes to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

(4) Information Reporting. The District will take or cause to be taken all necessary action to comply with the informational reporting requirement of Section 149(e) of the Code.

(5) Hedge Bonds. The District will make no use of the proceeds of the Bonds or any Parity Bonds or of any other amounts or property, regardless of the source, or take any action or refrain from taking any action that would cause the Bonds or any Parity Bonds issued on a tax-exempt basis for federal income tax purposes to be considered “hedge bonds” within the meaning of Section 149(g) of the Code unless the District takes all necessary action to assure compliance with the requirements of Section 149(g) of the Code to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds and any applicable Parity Bonds.

(6) Miscellaneous. The District will take no action or refrain from taking any action inconsistent with its expectations stated in the Tax Certificate executed on the Delivery Date by the District in connection with the Bonds and any issue of Parity Bonds and will comply with the covenants and requirements stated therein and incorporated by reference in the Indenture.

(7) Other Tax-Exempt Issues. The District will not use proceeds of other tax-exempt securities to redeem any Bonds or Parity Bonds without first obtaining the written opinion of Bond Counsel that doing so will not impair the exclusion from gross income for federal income tax purposes of interest on the Bonds and any Parity Bonds issued on a tax-exempt basis.

(8) Subsequent Opinions. If the District obtains a subsequent opinion of Bond Counsel other than Stradling Yocca Carlson & Rauth, a Professional Corporation, where such opinion is required in connection with a change or amendment to the Indenture or the procedures set forth in the Tax Certificate, it will obtain an opinion substantially to the effect originally delivered by Stradling Yocca Carlson & Rauth, a Professional Corporation, that interest on the Bonds is excluded from gross income for federal income tax purposes.

(g) Reduction of Maximum Special Taxes. In the Indenture, the District finds and determines that, historically, delinquencies in the payment of special taxes authorized pursuant to the Act in community facilities districts in California have from time to time been at levels requiring the levy of special taxes at the maximum authorized rates in order to make timely payment of principal of and interest on the outstanding indebtedness of such community facilities districts. For this reason, in the Indenture, the District determines that a reduction in the maximum Special Tax rates authorized to be levied on parcels in the District below the levels described in this paragraph would interfere with the timely retirement of the Bonds and Parity Bonds. The District determines it to be necessary in order to preserve the security for the Bonds and Parity Bonds to covenant, and, to the maximum extent that the law permits it to do so, the District covenants in the Indenture, that it will not initiate proceedings to reduce the maximum Special Tax rates for the District, unless, in connection therewith, the District receives a certificate from one or more Independent Financial Consultants which, when taken together, certify that: (i) such changes do not reduce the maximum Special Taxes that may be levied in each year on property within the District to an amount which is less than the Administrative Expense Cap plus 110% of the Annual Debt Service due in each corresponding future Bond Year with respect to the Bonds and Parity Bonds Outstanding as of the date of such proposed reduction; and (ii) the District is not delinquent in the payment of the principal of or interest on the Bonds or any Parity Bonds.

(h) Covenants to Defend. The District covenants that, in the event that any initiative is adopted by the qualified electors in the District which purports to reduce the maximum Special Tax below the levels specified in the caption “—Reduction of Maximum Special Taxes” above or to limit the power of the District to levy the Special Taxes for the purposes described under the caption “—Levy of Special Tax,” it will commence and pursue legal action in order to preserve its ability to comply with such covenants.

(i) Limitation on Right to Tender Bonds. The District covenants in the Indenture that it will not adopt any policy pursuant to Section 53344.1 of the Act permitting the tender of Bonds or Parity Bonds in full payment or partial payment of any Special Taxes unless the District has first received a certificate from an Independent Financial Consultant that the acceptance of such a tender will not result in the District having insufficient Net Taxes to pay the principal of and interest on the Bonds and Parity Bonds when due.

(j) Continuing Disclosure. The District covenants to comply with the terms of the Continuing Disclosure Certificate and with the terms of any agreement executed by the District with respect to any Parity Bonds to assist the Underwriter in complying with Rule 15c2-12 adopted by the Securities and Exchange Commission; provided, however, that a failure to comply will not be considered an event of default under the Indenture and the Owners will be limited to enforcing the terms thereof in accordance with the terms of the Continuing Disclosure Certificate.

(k) Further Assurances. The District will make, execute and deliver any and all such further agreements, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of the Indenture and for the better assuring and confirming unto the Owners of the Bonds and any Parity Bonds of the rights and benefits provided in the Indenture.

#### AMENDMENTS TO INDENTURE

Supplemental Indentures or Orders Not Requiring Owner Consent. The District may from time to time, and at any time, without notice to or consent of any of the Owners, adopt Supplemental Indentures for any of the following purposes:

(a) to cure any ambiguity, to correct or supplement any provisions in the Indenture which may be inconsistent with any other provision therein, or to make any other provision with respect to matters or questions arising under the Indenture or in any additional resolution or order, provided that such action is not materially adverse to the interests of the Owners;

(b) to add to the covenants and agreements of and the limitations and the restrictions upon the District contained in the Indenture other covenants, agreements, limitations and restrictions to be observed by the District which are not contrary to or inconsistent with the Indenture as theretofore in effect or which further secure Bond or Parity Bond payments;

(c) to provide for the issuance of any Parity Bonds, and to provide the terms and conditions under which such Parity Bonds may be issued, subject to and in accordance with the provisions of the Indenture;

(d) to modify, amend or supplement the Indenture in such manner as to permit the qualification thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute in effect, or to comply with the Code or regulations issued thereunder, and to add such other terms, conditions and provisions as may be permitted by said act or similar federal statute, and which do not materially adversely affect the interests of the Owners of the Bonds or any Parity Bonds then Outstanding;

(e) to modify, alter or amend the RMA in any manner, so long as the Trustee receives a certificate of an Independent Financial Consultant stating that: (i) such changes do not reduce the maximum Special Taxes that may be levied in each year on property within the District to an amount which is less than the Administrative Expense Cap plus 110% of the Annual Debt Service due in each corresponding future Bond Year with respect to the Bonds and Parity Bonds Outstanding as of the date of such amendment and (ii) based on the current development plan for parcels within the District, do not reduce the maximum Special Taxes which could be levied upon Taxable Property within the District to an amount which is less than the Administrative Expense Cap plus 110% of the Annual Debt Service due in each corresponding future Bond Year with respect to the Bonds and Parity Bonds Outstanding as of the date of such amendment;

(f) to modify, alter, amend or supplement the Indenture in any other respect which is not materially adverse to the Owners; or

(g) to modify, alter, amend or supplement the Indenture in any other respect, as may be required to fund all or a portion of the 2023 Bonds Reserve Requirement or any other Reserve Requirement with respect to Parity Bonds with a Reserve Policy.

Supplemental Indentures or Orders Requiring Owner Consent. Exclusive of the Supplemental Indentures described above, the Owners of not less than a majority in aggregate principal amount of the Bonds and Parity Bonds Outstanding have the right to consent to and approve the adoption by the District of such Supplemental Indentures as deemed necessary or desirable by the District for the purpose of waiving, modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the Indenture; provided, however, that nothing in the Indenture permits, or will be construed as permitting: (a) an

extension of the maturity date of the principal, or the payment date of interest on, any Bond or Parity Bond; (b) a reduction in the principal amount of, or redemption premium on, any Bond or Parity Bond or the rate of interest thereon; (c) a preference or priority of any Bond or Parity Bond over any other Bond or Parity Bond; or (d) a reduction in the aggregate principal amount of the Bonds and Parity Bonds the Owners of which are required to consent to such Supplemental Indenture, without the consent of the Owners of all Bonds and Parity Bonds then Outstanding.

If at any time the District desires to adopt a Supplemental Indenture, which requires the consent of the Owners, the District will so notify the Trustee and will deliver to the Trustee a copy of the proposed Supplemental Indenture. The Trustee will, at the expense of the District, cause notice prepared by counsel of the District of the proposed Supplemental Indenture to be mailed, by first class mail, postage prepaid, to all Owners at their addresses as they appear in the Bond Register. Such notice will briefly set forth the nature of the proposed Supplemental Indenture and state that a copy thereof is on file at the Principal Office of the Trustee for inspection by all Owners. The failure of any Owners to receive such notice will not affect the validity of such Supplemental Indenture when consented to and approved by the Owners of not less than a majority in aggregate principal amount of the Bonds and Parity Bonds Outstanding as required by the Indenture. Whenever at any time within one year after the date of the first mailing of such notice, the Trustee receives an instrument or instruments purporting to be executed by the Owners of not less than a majority in aggregate principal amount of the Bonds and Parity Bonds Outstanding, which instrument or instruments refer to the proposed Supplemental Indenture described in such notice, and specifically consents to and approves the adoption thereof by the District substantially in the form of the copy referred to in such notice as on file with the Trustee, such proposed Supplemental Indenture, when duly adopted by the District, will thereafter become a part of the proceedings for the issuance of the Bonds and any Parity Bonds. In determining whether the Owners of a majority of the aggregate principal amount of the Bonds and Parity Bonds have consented to the adoption of any Supplemental Indenture, Bonds or Parity Bonds which are owned by the District or by any person directly or indirectly controlling or controlled by or under the direct or indirect common control with the District, will be disregarded and will be treated as though they were not Outstanding for the purpose of any such determination.

Upon the adoption of any Supplemental Indenture and the receipt of consent to any such Supplemental Indenture from the Owners of not less than a majority in aggregate principal amount of the Outstanding Bonds and Parity Bonds in instances where such consent is required pursuant to the provisions described in this caption, the Indenture will be, and will be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under the Indenture of the District and all Owners of Outstanding Bonds and Parity Bonds will thereafter be determined, exercised and enforced thereunder, subject in all respects to such modifications and amendments.

Notation of Bonds or Parity Bonds; Delivery of Amended Bonds or Parity Bonds. After the effective date of any action taken as provided in the amendment provisions of the Indenture, the District may determine that the Bonds or any Parity Bonds may bear a notation, by endorsement in form approved by the District, as to such action, and in that case upon demand of the Owner of any Outstanding Bond or Parity Bond at such effective date and presentation of such Owner's Bond or Parity Bond for the purpose at the Principal Office of the Trustee or at such additional offices as the Trustee may select and designate for that purpose, a suitable notation as to such action will be made on such Bonds or Parity Bonds at the District's expense. If the District so determines, new Bonds or Parity Bonds so modified as, in the opinion of the District, are necessary to conform to such action will be prepared and executed, and in that case upon demand of the Owner of any Outstanding Bond or Parity Bond at such effective date such new Bonds or Parity Bonds will be exchanged, at the sole cost of the District, at the Principal Office of the Trustee or at such additional offices as the Trustee may select and designate for that purpose, without cost to each Owner of Outstanding Bonds or Parity Bonds, upon surrender of such Outstanding Bonds or Parity Bonds.

The Trustee has the right to require such opinions of counsel as it deems necessary concerning: (i) the lack of material adverse effect of the amendment on Owners; and (ii) the fact that the amendment will not affect the tax status of interest with respect to the Bonds. In executing, or accepting the additional trusts created by,

any Supplemental Indenture permitted by the Indenture or the modification thereby of the trusts created by the Indenture, the Trustee will receive, and will be fully protected in relying upon, a Certificate of an Authorized Representative and an opinion of counsel to the District stating that the execution of such Supplemental Indenture is authorized or permitted by the Indenture and that such Supplemental Indenture is the legal, valid and binding obligation of the District, enforceable against the District in accordance with its terms. The Trustee may, but will not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties or immunities under the Indenture or otherwise.

## TRUSTEE

Trustee. Wilmington Trust, National Association, is the Trustee for the Bonds and any Parity Bonds unless and until another Trustee is appointed by the District under the Indenture. The Trustee represents that it has a combined capital (exclusive of borrowed capital) and surplus of at least \$100,000,000. The District may, at any time, appoint a successor Trustee satisfying the requirements described under the caption “—Removal of Trustee” below for the purpose of receiving all money which the District is required to deposit with the Trustee under the Indenture and to allocate, use and apply the same as provided in the Indenture.

The Trustee is authorized to and will mail by first class mail, postage prepaid, or wire transfer in accordance with the Indenture, interest payments to the Bondowners, to select Bonds and Parity Bonds that are not held in the name of the Nominee for redemption, and to maintain the Bond Register. The Trustee is authorized to pay the principal of and premium, if any, on the Bonds and Parity Bonds when the same are duly presented to it for payment at maturity or on call and redemption, to provide for the registration of transfer and exchange of Bonds and Parity Bonds presented to it for such purposes, to provide for the cancellation of Bonds and Parity Bonds all as provided in the Indenture, and to provide for the authentication of Bonds and Parity Bonds, and will perform all other duties assigned to or imposed on it as provided in the Indenture. The Trustee will keep accurate records of all funds administered by it and all Bonds and Parity Bonds paid, discharged and cancelled by it.

The Trustee is authorized to redeem the Bonds and Parity Bonds when duly presented for payment at maturity, or on redemption prior to maturity. The Trustee will cancel all Bonds and Parity Bonds upon payment thereof in accordance with the provisions of the Indenture, as described under the caption “MISCELLANEOUS—Cancellation of Bond and Parity Bonds.”

The District will indemnify and save the Trustee, its officers, directors, employees and agents (collectively, the “Trustee Indemnified Parties”), harmless against costs, claims, expenses and liabilities, of any character or nature, including, without limitation, fees and expenses of its attorneys, not arising from its own negligence or willful misconduct, which any of the Trustee Indemnified Parties may incur in the exercise and performance of its powers and duties under the Indenture. The foregoing obligation of the District to indemnify the Trustee Indemnified Parties will survive the removal or resignation of the Trustee, the discharge of the Bonds or termination of the Indenture. Upon an Event of Default, and only upon an Event of Default, the Trustee will have a first lien with right of payment prior to payment on account of principal of and premium, if any, and interest on any Bond, upon the trust estate for the foregoing fees, charges and expenses incurred by it. The Trustee is under no obligation to exercise any of the rights or powers vested in it by the Indenture at the request or direction of the District pursuant to the provisions of the indenture, unless such party has offered to the Trustee security or indemnity (satisfactory to the Trustee in its sole and absolute discretion) against the costs, expenses and liabilities which may be incurred by it in compliance with such request or direction.

The Trustee will receive reasonable compensation for its services under the Indenture and the Trustee will be entitled to be reimbursed by the District for its other reasonable expenses thereunder, including the reasonable compensation, expenses and disbursements of such agents, representatives, experts and counsel as the Trustee may employ in connection with the exercise and performance of its rights and its duties under the Indenture. All such fees and reimbursements will be paid solely from amounts held in the Administrative Expense Fund, unless otherwise directed.

Except during the continuance of an Event of Default, the Trustee undertakes to perform only such duties as are specifically and expressly set forth in the Indenture. These duties are deemed purely ministerial in nature, and the Trustee is not liable except for the performance of such duties, and no implied covenants, duties or obligations will be read into the Indenture against the Trustee. If an Event of Default has occurred and is continuing, the Trustee will exercise such of the rights and powers vested in it by the Indenture, and use the same degree of care and skill in their exercise, as a prudent person would use or exercise in the circumstances in the conduct of such prudent person's own affairs.

Removal of Trustee. The District may at any time at its sole discretion remove the Trustee initially appointed, and any successor thereto, by delivering to the Trustee a written notice of its decision to remove the Trustee and may appoint a successor or successors thereto; provided that any such successor will be a bank or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least \$100,000,000, and subject to supervision or examination by federal or state authority. Any removal will become effective only upon acceptance of appointment by the successor Trustee. If any bank or trust company appointed as a successor publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this paragraph the combined capital and surplus of such bank or trust company will be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. Any removal of the Trustee and appointment of a successor Trustee will become effective only upon acceptance of appointment by the successor Trustee and notice being sent by the successor Trustee to the Bondowners of the successor Trustee's identity and address.

Resignation of Trustee. The Trustee may at any time resign and be discharged from its duties and obligations under the Indenture by giving written notice to the District and by giving to the Owners notice of such resignation, which notice will be mailed to the Owners at their addresses appearing in the registration books in the office of the Trustee. Upon receiving such notice of resignation, the District will promptly appoint a successor Trustee satisfying the criteria described under the caption "—Removal of Trustee" above by an instrument in writing. Any resignation or removal of the Trustee and appointment of a successor Trustee will become effective only upon acceptance of appointment by the successor Trustee. In the event the District for any reason whatsoever fails to appoint a successor Trustee within thirty (30) calendar days following the receipt of notice by the District, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor Trustee meeting the requirements of described under the caption "—Removal of Trustee" above. Any such successor Trustee appointed by such court will become the successor Trustee under the Indenture notwithstanding any action by the District purporting to appoint a successor Trustee following the expiration of such 90-day period.

Liability of Trustee. The recitals of fact and all promises, covenants and agreements contained in the Indenture and in the Bonds and any Parity Bonds will be taken as statements, promises, covenants and agreements of the District, and the Trustee assumes no responsibility for the correctness of the same and makes no representations as to the validity or sufficiency of the Indenture, the Bonds or any Parity Bonds, and will incur no responsibility in respect thereof, other than in connection with its duties or obligations specifically set forth therein, in the Bonds and any Parity Bonds, or in the certificate of authentication assigned to or imposed upon the Trustee. The Trustee is under no responsibility or duty with respect to the issuance of the Bonds or any Parity Bonds for value. The Trustee is not liable in connection with the performance of its duties under the Indenture, or for any action taken, or errors in judgment made in good faith by it or any of its officers, employees or agents, except for its own negligence or willful misconduct. The permissive rights of the Trustee to do things enumerated in the Indenture will not be construed as a duty and, with respect to such permissive rights, the Trustee is not answerable for other than its negligence or willful misconduct. In no event will the Trustee be responsible or liable for special, indirect, punitive, incidental or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

The Trustee may execute any of the trusts or powers of the Indenture and perform any of its duties by or through its attorneys, agents or receivers and is not answerable for the conduct of the same if appointed with

due care under the Indenture. The Trustee is not accountable for the use or application by the District of any of the Bonds or the proceeds thereof or for the use or application of any money paid over by the Trustee in accordance with the provisions of the Indenture or for the use and application of money received by any paying agent. The Trustee will be protected in acting upon any notice, resolution, request, consent, order, judgment, decree, certificate, report, Bond, Parity Bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties, not only as to due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein. The Trustee is entitled to rely on and is not liable for any action taken or omitted to be taken by the Trustee in accordance with the advice of counsel or other professionals retained or consulted by the Trustee. The Trustee may consult with counsel, who may be counsel to the District, with regard to legal questions, and the opinion of such counsel will be full and complete authorization and protection in respect of any action taken or suffered under the Indenture in good faith and in accordance therewith.

The Trustee will not be bound to recognize any person as the Owner of a Bond or Parity Bond unless and until such Bond or Parity Bond is submitted for inspection, if required, and his or her title thereto satisfactorily established, if disputed.

Whenever in the administration of its duties under the Indenture the Trustee will deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under the Indenture, such matter (unless other evidence in respect thereof be specifically prescribed in the Indenture) may, be deemed to be conclusively proved and established by a written certificate of the District, and such certificate will be full warrant to the Trustee for any action taken or suffered under the provisions of the Indenture upon the faith thereof, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Neither the Trustee nor any of its directors, officers, employees, agents, or affiliates are responsible for nor have any duty to monitor the performance or any action of the District or any of its directors, members, officers, agents, affiliates or employees, nor will it have any liability in connection with the malfeasance or nonfeasance by such party. The Trustee may assume performance by all such Persons of their respective obligations. The Trustee has no enforcement or notification obligations relating to breaches of representations or warranties of any other Person. The Trustee has no duty or obligation whatsoever to enforce the collection of Special Taxes or other funds to be deposited with it under the Indenture, or as to the correctness of any amounts received, but its liability is limited to the proper accounting for such funds as it actually receives. No provision in the Indenture requires the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties thereunder, or in the exercise of its rights or powers.

The Trustee will not be deemed to have knowledge of any default or Event of Default until an officer at the Trustee's Principal Office of the Trustee responsible for the administration of its duties under the Indenture has actual knowledge thereof or the Trustee has received written notice thereof at the Principal Office of the Trustee.

The Trustee is under no responsibility or duty with respect to (i) the issuance of the Bonds for value, (ii) the application of the proceeds thereof except to the extent that such proceeds are received by it in its capacity as Trustee, or (iii) the application of any moneys paid to the District or others in accordance with the Indenture except as to the application of any moneys paid to it in its capacity as Trustee. The Trustee is not liable in connection with the performance of its duties under the Indenture, except for its own negligence or willful misconduct. The Trustee is not liable for any action taken or omitted by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by the Indenture. The Trustee and its officers and employees may become the Owner of Bonds with the same rights it would have if it were not Trustee, and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bond Owners, whether or not such committee represents the Owners of a majority in aggregate principal amount of the Bonds then Outstanding.

The Trustee is not liable for any error of judgment made in good faith by a responsible officer, unless it is proved that the Trustee was negligent in ascertaining the pertinent facts.

The Trustee is not liable with respect to any action taken or omitted to be taken by it in accordance with the direction of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under the Indenture.

The Trustee will not be considered in breach of or in default in its obligations under the Indenture and will not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility under the Indenture, or progress in respect thereto in the event of enforced delay (“unavoidable delay”) in the performance of such obligations due to unforeseeable causes beyond its control, including, but not limited to, natural catastrophes, epidemics, quarantine restrictions, civil or military disturbances, loss or malfunctions of utilities, computer (hardware or software) or communications service, accidents, labor disputes, any act of God or war, terrorism or the unavailability of the Federal Reserve Bank or other wire or communication facility, or any similar event and/or occurrences beyond the control of the Trustee; provided, that in the event of any such unavoidable delay, the Trustee will notify the District in writing within five (5) Business Days after (i) the occurrence of the event giving rise to such unavoidable delay, (ii) the Trustee’s actual knowledge of the impending unavoidable delay, or (iii) the Trustee’s knowledge of sufficient facts under which a reasonable person would conclude the unavoidable delay will occur.

Electronic Instructions. The Trustee is entitled to request and receive written direction under the Indenture and has no responsibility or liability for accepting, acting upon, not acting any such direction, or for any losses or damages of any nature that may arise from any action taken or not taken by the Trustee in accordance with such written direction, including, without limitation, funds transfer instructions (“Instructions”) given pursuant to the Indenture and delivered using Electronic Means (“Electronic Means” means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services under the Indenture); provided, however, that the District will provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions (“Authorized Officers”) and containing specimen signatures of such Authorized Officers, which incumbency certificate will be amended by the District, whenever a person is to be added or deleted from the listing. If the District elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee’s understanding of such Instructions will be deemed controlling. The District understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee will conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The District is responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the District and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the District. The Trustee is not liable for any losses, costs or expenses arising directly or indirectly from the Trustee’s reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The District agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the District; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.



Merger or Consolidation. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it is a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, will be the successor to the Trustee without the execution or filing of any paper or further act, anything in the Indenture to the contrary notwithstanding; provided, however, such successor shall provide the District with a notice of merger or conversion as soon as practicable.

#### EVENTS OF DEFAULT; REMEDIES

Events of Default. Any one or more of the following events constitute an “Event of Default”:

- (a) default in the due and punctual payment of the principal of or redemption premium, if any, on any Bond or Parity Bond when and as the same becomes due and payable, whether at maturity as therein expressed, by declaration or otherwise;
- (b) default in the due and punctual payment of the interest on any Bond or Parity Bond when and as the same becomes due and payable; or
- (c) except as described in subsections (a) or (b), default by the District in the observance of any of the agreements, conditions or covenants on its part contained in the Indenture, the Bonds or any Parity Bonds, which default continues for a period of 30 days after the District has been given notice in writing of such default by the Trustee or the Owners of twenty-five percent (25%) in aggregate principal amount of the Outstanding Bonds and Parity Bonds.

The Trustee agrees to give notice, to the Owners as soon as practicable upon the occurrence of an Event of Default under subsections (a) or (b) above and within 10 days of the Trustee’s actual knowledge of an Event of Default under subsection (c) above.

Remedies of Owners. Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Outstanding Bonds and Parity Bonds, and to enforce any rights of the Trustee under or with respect to the Indenture, including:

- (a) by mandamus or other suit or proceeding at law or in equity to enforce his or her rights against the District and any of the members, officers and employees of the District, and to compel the District or any such members, officers or employees to perform and carry out their duties under the Act and their agreements with the Owners as provided in the Indenture;
- (b) by suit in equity to enjoin any actions or things which are unlawful or violate the rights of the Owners; or
- (c) by a suit in equity to require the District and its members, officers and employees to account as the trustee of an express trust.

If an Event of Default occurs and is continuing and if requested and directed so to do by the Owners of at least twenty-five percent (25%) in aggregate principal amount of Outstanding Bonds and Parity Bonds and if indemnified to its satisfaction, the Trustee will be obligated to exercise such one or more of the rights and powers conferred by the Indenture, as the Trustee, being advised by counsel, deems most expedient in the interests of the Owners of the Bonds and Parity Bonds. In the event the Trustee receives inconsistent or conflicting requests and indemnity from two or more groups of Owners of the Bonds or Parity Bonds, each representing less than a majority in aggregate principal amount of the Bonds or Parity Bonds outstanding, the Trustee, in its sole discretion, may, and will be fully indemnified for refraining from acting in the absence of such written direction, determine what action, if any will be taken and the Trustee may, in its sole discretion, take other actions.

No remedy conferred upon or reserved to the Owners in the Indenture is intended to be exclusive of any other remedy. Every such remedy is cumulative and in addition to every other remedy given under the Indenture or now or later existing, at law or in equity or by statute or otherwise, and may be exercised without exhausting and without regard to any other remedy conferred by the Act or any other law.

Application of Revenues and Other Funds After Default. All amounts received by the Trustee pursuant to any right given or action taken by the Trustee under the provisions of the Indenture relating to the Bonds and Parity Bonds will be applied by the Trustee in the following order upon presentation of the several Bonds and Parity Bonds:

First, to the payment of the fees, costs and expenses of the Trustee in declaring such Event of Default and in carrying out the provisions of the Indenture described under the caption “EVENTS OF DEFAULT,” including reasonable compensation to its agents, attorneys and counsel, and to the payment of all other outstanding fees and expenses of the Trustee; and

Second, to the payment of the whole amount of interest on and principal of the Bonds and Parity Bonds then due and unpaid, with interest on overdue installments of principal and interest to the extent permitted by law at the net effective rate of interest then borne by the Outstanding Bonds and Parity Bonds; provided, however, that in the event that such amounts are insufficient to pay the full amount of such interest and principal, then such amounts will be applied in the following order of priority:

(a) first to the payment of all installments of interest on the Bonds and Parity Bonds then due and unpaid on a pro rata basis based on the total amount then due and owing;

(b) second, to the payment of all installments of principal, including Sinking Fund Payments, of the Bonds and Parity Bonds then due and unpaid on a pro rata basis based on the total amount then due and owing; and

(c) third, to the payment of interest on overdue installments of principal and interest on the Bonds and Parity Bonds on a pro rata basis based on the total amount then due and owing.

Power of Trustee to Control Proceedings. In the event that the Trustee, upon the happening of an Event of Default, has taken any action, by judicial proceedings or otherwise, pursuant to its obligations under the Indenture, whether upon its own discretion or upon the request of the Owners of twenty-five percent (25%) in aggregate principal amount of the Bonds and Parity Bonds then Outstanding, it will have full power, in the exercise of its discretion for the best interests of the Owners of the Bonds and Parity Bonds, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee will not, unless there no longer continues an Event of Default, discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if at the time there has been filed with it a written request signed by the Owners of a majority in aggregate principal amount of the Outstanding Bonds and Parity Bonds under the Indenture opposing such discontinuance, withdrawal, compromise, settlement or other such litigation. Any suit, action or proceeding which any Owner of Bonds or Parity Bonds will have the right to bring to enforce any right or remedy under the Indenture may be brought by the Trustee for the equal benefit and protection of all Owners of Bonds and Parity Bonds similarly situated and the Trustee is appointed (and the successive respective Owners of the Bonds and Parity Bonds issued thereunder, by taking and holding the same, will be conclusively deemed so to have appointed it) the true and lawful attorney in fact of the respective Owners of the Bonds and Parity Bonds for the purposes of bringing any such suit, action or proceeding and to do and perform any and all acts and things for and on behalf of the respective Owners of the Bonds and Parity Bonds as a class or classes, as may be necessary or advisable in the opinion of the Trustee as such attorney-in-fact.

Appointment of Receivers. Upon the occurrence of an Event of Default under the Indenture, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights and of the Owners of the

Bonds and Parity Bonds under the Indenture, the Trustee will be entitled, as a matter of right to which the District expressly agrees, to the appointment of a receiver or receivers of the Net Taxes and other amounts pledged under the Indenture, pending such proceedings, with such powers as the court making such appointment confers.

Non-Waiver. Nothing in the Indenture, or in the Bonds or the Parity Bonds, affects or impairs the obligation of the District, which is absolute and unconditional, to pay the interest on and principal of the Bonds and Parity Bonds to the respective Owners of the Bonds and Parity Bonds at the respective dates of maturity, as described under the caption “—Application of Revenues and Other Funds After Default” above, or to pay the Trustee its fees and expenses as provided therein, out of the Net Taxes and other moneys therein pledged for such payment.

A waiver of any default or breach of duty or contract by the Trustee or any Owners will not affect any subsequent default or breach of duty or contract, or impair any rights or remedies on any such subsequent default or breach. No delay or omission of the Trustee or any Owner of any of the Bonds or Parity Bonds to exercise any right or power accruing upon any default will impair any such right or power or be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy conferred upon the Trustee or the Owners by the Act or by the Indenture may be enforced and exercised from time to time and as often as will be deemed expedient by the Trustee or the Owners, as the case may be.

Limitations on Rights and Remedies of Owners. No Owner of any Bond or Parity Bond issued under the Indenture has the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon the Indenture, unless: (a) such Owner has previously given to the Trustee written notice of the occurrence of an Event of Default; (b) the Owners of a majority in aggregate principal amount of all the Bonds and Parity Bonds then Outstanding have made written request upon the Trustee to exercise the powers granted in the Indenture or to institute such action, suit or proceeding in its own name; (c) said Owners have tendered to the Trustee indemnity and security acceptable to the Trustee against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee has refused or omitted to comply with such request for a period of sixty (60) days after such written request has received by, and said tender of indemnity and security has been made to, the Trustee.

Such notification, request, tender of indemnity and security and refusal or omission are declared, in every case, to be conditions precedent to the exercise by any Owner of Bonds and Parity Bonds of any remedy under the Indenture; it being understood and intended that no one or more Owners of Bonds and Parity Bonds will have any right in any manner whatever by his or her or their action to enforce any right under the Indenture, except in the manner therein provided, and that all proceedings at law or in equity to enforce any provision of the Indenture will be instituted, had and maintained in the manner provided therein and for the equal benefit of all Owners of the Outstanding Bonds and Parity Bonds.

The right of any Owner of any Bond and Parity Bond to receive payment of the principal of and interest and premium (if any) on such Bond and Parity Bond as provided in the Indenture or to institute suit for the enforcement of any such payment, will not be impaired or affected without the written consent of such Owner, notwithstanding any provision in the Indenture.

Termination of Proceedings. In case any Trustee has proceeded to enforce any right under the Indenture by the appointment of a receiver or otherwise, and such proceedings will have been discontinued or abandoned for any reason, or have been determined adversely, then and in every such case, the District, the Trustee and the Owners will be restored to their former positions and rights under the Indenture, respectively, with regard to the property subject to the Indenture, and all rights, remedies and powers of the Trustee will continue as if no such proceedings had been taken.

## DEFEASANCE AND PARITY BONDS

Defeasance. If the District pays or causes to be paid, or there is otherwise be paid, to the Owner of an Outstanding Bond or Parity Bond the interest due thereon and the principal thereof, at the times and in the manner stipulated in the Indenture or any Supplemental Indenture, then the Owner of such Bond or Parity Bond will cease to be entitled to the pledge of Net Taxes, and, other than as set forth below, all covenants, agreements and other obligations of the District to the Owner of such Bond or Parity Bond under the Indenture and any Supplemental Indenture relating to such Parity Bond will thereupon cease, terminate and become void and be discharged and satisfied. In the event of a defeasance of all Outstanding Bonds and Parity Bonds pursuant to the Indenture, the Trustee will execute and deliver to the District all such instruments as may be desirable to evidence such discharge and satisfaction, and the Trustee will pay over or deliver to the District all money or securities held by it pursuant to the Indenture which are not required for the payment of the principal of, premium, if any, and interest due on such Bonds and Parity Bonds.

Any Outstanding Bond or Parity Bond will be deemed to have been paid within the meaning expressed in the first paragraph above if such Bond or Parity Bond is paid in any one or more of the following ways:

(a) by paying or causing to be paid the principal of, premium, if any, and interest on such Bond or Parity Bond, as and when the same become due and payable;

(b) by depositing with the Trustee, in trust, at or before maturity, cash which, together with the amounts then on deposit in the Special Tax Fund (exclusive of the Administrative Expense Account) and available for such purpose, is fully sufficient to pay the principal of, premium, if any, and interest on such Bond or Parity Bond, as and when the same will become due and payable; or

(c) by depositing with the Trustee or another escrow bank appointed by the District, in trust, federal securities described in subparagraph (1) of the definition of Authorized Investments, in which the District may lawfully invest its money, in such amount as will be sufficient, together with the interest to accrue thereon and moneys then on deposit in the Special Tax Fund (exclusive of the Administrative Expense Account) and available for such purpose, together with the interest to accrue thereon, to pay and discharge the principal of, premium, if any, and interest on such Bond or Parity Bond, as and when the same will become due and payable.

If paid as provided above, then, at the election of the District, and notwithstanding that any Outstanding Bonds and Parity Bonds have not have been surrendered for payment, all obligations of the District under the Indenture and any Supplemental Indenture with respect to such Bond or Parity Bond will cease and terminate, except for the obligation of the Trustee to pay or cause to be paid to the Owners of any such Bond or Parity Bond not so surrendered and paid all sums due thereon, and except for the federal tax covenants of the District contained in the Indenture or any covenants in a Supplemental Indenture relating to compliance with the Code. Notice of such election will be filed with the Trustee not less than ten days prior to the proposed defeasance date, or such shorter period of time as may be acceptable to the Trustee. In connection with a defeasance under paragraph (c) above, there will be provided to the District a verification report from an independent nationally recognized certified public accountant stating its opinion as to the sufficiency of the moneys or securities deposited with the Trustee or the escrow bank to pay and discharge the principal of, premium, if any, and interest on all Outstanding Bonds and Parity Bonds to be defeased as described above, as and when the same will become due and payable, and an opinion of Bond Counsel (which may rely upon the opinion of the certified public accountant) to the effect that the Bonds or Parity Bonds being defeased have been legally defeased in accordance with the Indenture and any applicable Supplemental Indenture.

Upon a defeasance, the Trustee, upon request of the District, will release the rights of the Owners of such Bonds and Parity Bonds which have been defeased under the Indenture and any Supplemental Indenture and execute and deliver to the District all such instruments as may be desirable to evidence such release, discharge and satisfaction. In the case of a defeasance under the Indenture of all Outstanding Bonds and Parity Bonds, the Trustee will pay over or deliver to the District any funds held by the Trustee at the time of a

defeasance, which are not required for the purpose of paying and discharging the principal of or interest on the Bonds and Parity Bonds when due. The Trustee will, at the written direction and sole expense of the District, mail, first class, postage prepaid, a notice to the Owners whose Bonds or Parity Bonds have been defeased, in the form directed by the District, stating that the defeasance has occurred.

Conditions for the Issuance of Parity Bonds and Other Additional Indebtedness. The District may at any time after the issuance and delivery of the Bonds under the Indenture issue Parity Bonds payable from the Net Taxes and other amounts deposited in the Special Tax Fund (other than in the Administrative Expense Account therein) and secured by a lien and charge upon such amounts equal to the lien and charge securing the Outstanding Bonds and any other Parity Bonds theretofore issued under the Indenture or under any Supplemental Indenture; provided, however, that Parity Bonds may only be issued for the purpose of refunding all or a portion of the Bonds or any Parity Bonds then Outstanding, or in a principal amount not to exceed \$\_\_\_\_\_ for other purposes of the District. Parity Bonds may be issued subject to the following additional specific conditions, which are made conditions precedent to the issuance of any such Parity Bonds by the Indenture:

(a) The District is in compliance with all covenants set forth in the Indenture and any Supplemental Indenture then in effect and a certificate of the District to that effect have been filed with the Trustee; provided, however, that Parity Bonds may be issued notwithstanding that the District is not in compliance with all such covenants so long as immediately following the issuance of such Parity Bonds the District will be in compliance with all such covenants.

(b) The issuance of such Parity Bonds has been duly authorized pursuant to the Act and all applicable laws, and the issuance of such Parity Bonds will have been provided for by a Supplemental Indenture duly authorized, executed and delivered by the District which specifies the following:

(1) the purpose for which such Parity Bonds are to be issued and the fund or funds into which the proceeds thereof are to be deposited;

(2) the authorized principal amount of such Parity Bonds;

(3) the date and the maturity date or dates of such Parity Bonds; provided that: (i) each maturity date falls on a September 1; (ii) all such Parity Bonds of like maturity are identical in all respects, except as to number; (iii) fixed serial maturities or Sinking Fund Payments, or any combination thereof, are established to provide for the retirement of all such Parity Bonds on or before their respective maturity dates; and (iv) if issued for the purpose of refunding Bonds and/or Parity Bonds, the maturity of the Parity Bonds to be issued does not exceed the maturity of the Bonds and Parity being refunded;

(4) the description of the Parity Bonds, the place of payment thereof and the procedure for execution and authentication;

(5) the denominations and method of numbering of such Parity Bonds;

(6) the amount and due date of each mandatory Sinking Fund Payment, if any, for such Parity Bonds;

(7) the amount, if any, to be deposited from the proceeds of such Parity Bonds in the Subaccount of the Reserve Account established for such Parity Bonds to fund the applicable Reserve Requirement;

(8) the form of such Parity Bonds; and

(9) such other provisions as are necessary or appropriate and not inconsistent with the Indenture.

(c) The District has received the following documents or money or securities, all of such documents dated or certified, as the case may be, as of the date of delivery of such Parity Bonds by the Trustee (unless the Trustee is directed by the District to accept any of such documents bearing a prior date):

(1) a certified resolution of the City Council, acting as the legislative body of the District, authorizing the issuance of such Parity Bonds;

(2) a written request of the District as to the delivery of such Parity Bonds;

(3) an opinion of Bond Counsel and/or general counsel to the District to the effect that: (i) the District has the right and power under the Act to execute and deliver the Supplemental Indenture relating to such Parity Bonds, and such Supplemental Indenture has been duly and lawfully executed by the District, and the Indenture and such Supplemental Indenture are in full force and effect and are valid and binding upon the District and enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights); (ii) the Indenture creates the valid pledge which it purports to create of the Net Taxes and other amounts as provided in the Indenture, subject to the application thereof to the purposes and on the conditions permitted by the Indenture; and (iii) such Parity Bonds are valid and binding limited obligations of the District, enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights) and the terms of the Indenture and the Supplemental Indenture executed and delivered in connection with such Parity Bonds and are entitled to the benefits of the Indenture and such Supplemental Indenture, and such Parity Bonds have been duly and validly authorized and issued in accordance with the Act (or other applicable laws) and the Indenture and such Supplemental Indenture;

(4) a certificate of the District containing such statements as may be reasonably necessary to show compliance with the requirements of the Indenture;

(5) where the Parity Bonds are issued to refund the Bonds or other Parity Bonds, a certificate of an Independent Financial Consultant certifying that in each Bond Year the Annual Debt Service on the Bonds and Parity Bonds to remain Outstanding following the issuance of the Parity Bonds proposed to be issued is less than the Annual Debt Service on the Bonds and Parity Bonds Outstanding prior to the issuance of such Parity Bonds;

(6) where the Parity Bonds are being issued other than to refund the Bonds or other Parity Bonds, a certificate of the Special Tax Administrator certifying that (i) the maximum Special Taxes (based on development status of the Taxable Property at the time of issuance of such Parity Bonds) that may be levied in each Fiscal Year, less the Administrative Expenses Cap, is not less than 110% of the Annual Debt Service in the Bond Year that begins in such Fiscal Year; and (ii) the Value of District Property is not less than four (4) times the sum of Direct Debt for District Property plus Overlapping Debt allocable to all property in the District subject to the Special Tax. For purposes of the foregoing certificate of the Special Tax Administrator, all calculations will consider the Parity Bonds proposed to be issued to be Outstanding; and

(7) such further documents, money and securities as are required by the provisions of the Indenture and the Supplemental Indenture providing for the issuance of such Parity Bonds.

#### MISCELLANEOUS

Cancellation of Bonds and Parity Bonds. All Bonds and Parity Bonds surrendered to the Trustee for payment upon maturity or for redemption will be upon payment therefor, and any Bond or Parity Bond purchased by the District as authorized in the Indenture and delivered to the Trustee for such purpose will be, cancelled

forthwith and will not be reissued. The Trustee will dispose of such Bonds and Parity Bonds in accordance with its then-customary procedures, as provided by law, and, upon request of the District, furnish to the District a certificate of such destruction.

Execution of Documents and Proof of Ownership. Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by the Indenture to be signed or executed by Owners may be in any number of concurrent instruments of similar tenor and may be signed or executed by such Owners in person or by their attorneys appointed by an instrument in writing for that purpose, or by the bank, trust company or other depository for such Bonds, and, except as in the Indenture otherwise expressly provided, such action will become effective when such instrument or instruments are delivered to the Trustee and, where it is expressly required, to the District. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, and of the ownership of Bonds or Parity Bonds will be sufficient for the purposes of the Indenture (except as otherwise therein provided), if made in the following manner:

(a) The fact and date of the execution by any Owner or his or her attorney of any such instrument, and of any instrument appointing any such attorney, may be proved by a signature guarantee of any bank or trust company located within the United States of America. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such signature guarantee will also constitute sufficient proof of his or her authority. The fact and date of the execution of any such instrument or writing, or the authority of the Person executing the same, may also be proved in any other manner which the Trustee deems sufficient.

(b) As to any Bond or Parity Bond, the person in whose name the same is registered in the Bond Register will be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Bond or Parity Bond, and the interest thereon, will be made only to or upon the order of the registered Owner thereof or his or her legal representative. All such payments will be valid and effectual to satisfy and discharge the liability upon such Bond or Parity Bond and the interest thereon to the extent of the sum or sums to be paid. Neither the District nor the Trustee will be affected by any notice to the contrary.

Nothing contained in the Indenture will be construed as limiting the Trustee or the District to such proof, it being intended that the Trustee or the District may accept any other evidence of the matters therein stated which the Trustee or the District may deem sufficient. Any request or consent of the Owner of any Bond or Parity Bond will bind every future Owner of the same Bond or Parity Bond in respect of anything done or suffered to be done by the Trustee or the District in pursuance of such request or consent.

Unclaimed Moneys. Anything in the Indenture to the contrary notwithstanding, any money held by the Trustee in trust for the payment and discharge of any of the Outstanding Bonds and Parity Bonds which remain unclaimed for two years after the date when such Outstanding Bonds or Parity Bonds have become due and payable, if such money was held by the Trustee at such date, or for two years after the date of deposit of such money if deposited with the Trustee after the date when such Outstanding Bonds or Parity Bonds become due and payable, will be repaid by the Trustee to the District, as its absolute property and free from trust, and the Trustee will thereupon be released and discharged with respect thereto and the Owners will look only to the District for the payment of such Outstanding Bonds or Parity Bonds; provided, however, that, before being required to make any such payment to the District, the Trustee, at the sole expense of the District, will cause to be mailed by first class mail, postage prepaid, to the registered Owners of such Outstanding Bonds or Parity Bonds at their addresses as they appear on the registration books of the Trustee a notice that said money remains unclaimed and that, after a date named in said notice, which date will not be less than 30 days after the date of the mailing of such notice, the balance of such money then unclaimed will be returned to the District.

Provisions Constitute Contract; Governing Law; Venue. The provisions of the Indenture constitute a contract between the District and the Owners and the provisions thereof will be governed by and construed in accordance with the laws of the State of California. In the Indenture, the parties have (i) irrevocably submitted

to the exclusive jurisdiction of any federal or state court sitting in the State of California, (ii) waived any objection to laying of venue in any such action or proceeding in such courts, and (iii) waived any objection that such courts are in inconvenient forum or do not have jurisdiction over any party.

In case any suit, action or proceeding to enforce any right or exercise any remedy will be brought or taken and, should said suit, action or proceeding be abandoned, or be determined adversely to the Owners or the Trustee, then the District, the Trustee and the Owners will be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

After the issuance and delivery of the Bonds, the Indenture will be irrevocable, but will be subject to modifications to the extent and in the manner provided in the Indenture, but to no greater extent and in no other manner.

Future Contracts. Nothing contained in the Indenture will be deemed to restrict or prohibit the District from making contracts or creating bonded or other indebtedness payable from a pledge of the Net Taxes which is subordinate to the pledge thereunder, or which is payable from the general fund of the District or from taxes or any source other than the Net Taxes and other amounts pledged thereunder.

Further Assurances. The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of the Indenture, and for the better assuring and confirming unto the Owners of the Bonds or any Parity Bonds the rights and benefits provided in the Indenture.

Entire Agreement; Severability. The Indenture and the exhibits thereto set forth the entire agreement and understanding if the parties related to the transaction and supersedes all prior agreements and understandings, oral or written. If any covenant, agreement or provision, or any portion thereof, contained in the Indenture, or the application thereof to any person or circumstance, is held to be unconstitutional, invalid or unenforceable, the remainder of the Indenture and the application of any such covenant, agreement or provision, or portion thereof, to other persons or circumstances, will be deemed severable and will not be affected thereby, and the Indenture, the Bonds and any Parity Bonds issued pursuant thereto will remain valid and the Owners will retain all valid rights and benefits accorded to them under the laws of the State of California.

U.S.A. Patriot Act. The parties to the Indenture acknowledge that in accordance with Section 326 of the U.S.A. Patriot Act, the Trustee, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Trustee. The parties to the Indenture agree that they will provide the Trustee with such information as it may request in order for the Trustee to satisfy the requirements of the U.S.A. Patriot Act.



## APPENDIX E

### FORM OF DISTRICT CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate dated April 12, 2023 (the “Disclosure Certificate”) is executed and delivered by City of Beaumont Community Facilities District No. 2016-3 (Sundance) (the “District”) in connection with the issuance and delivery by the District of its \$\_\_\_\_\_ 2023 Special Tax Bonds (the “Bonds”). The Bonds are being issued pursuant to a resolution adopted on March 21, 2023, by the City Council of the City of Beaumont, acting as the legislative body of the District, and the Bond Indenture dated as of May 1, 2023, by and between the District and Wilmington Trust, National Association, as trustee. The District covenants as follows:

Section 1. Purpose of the Disclosure Agreement. This Disclosure Certificate is being executed and delivered by the District for the benefit of the Owners and Beneficial Owners of the Bonds and in order to assist the Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission.

Section 2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the District pursuant to, and as described in, Section 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income purposes.

“City” means the City of Beaumont.

“Disclosure Representative” shall mean the City Manager, or his or her designee, or such other officer or employee as the District shall designate in writing to the Dissemination Agent from time to time.

“Dissemination Agent” shall mean, initially, Webb Municipal Finance, LLC, or any successor Dissemination Agent designated in writing by the District and which has filed with the then current Dissemination Agent a written acceptance of such designation.

“District” shall mean City of Beaumont Community Facilities District No. 2016-3 (Sundance).

“EMMA” shall mean the Electronic Municipal Market Access system of the MSRB.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“MSRB” shall mean the Municipal Securities Rulemaking Board and any successor entity designated under the Rule as the repository for filings made pursuant to the Rule.

“Official Statement” shall mean that certain Official Statement for the Bonds dated May \_\_, 2023.

“Owners” shall mean the registered owners of the Bonds as set forth in the registration books maintained by the Trustee.

“Repository” shall mean the MSRB or any other entity designated or authorized by the Securities and Exchange Commission to receive reports pursuant to the Rule. Unless otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through the EMMA website of the MSRB, currently located at <http://emma.msrb.org>.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of California.

“Trustee” means Wilmington Trust, National Association or such other entity appointed by the District pursuant to the Indenture to act as the trustee under the Indenture.

“Underwriter” shall mean any underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

### Section 3. Provision of Annual Reports.

(a) The District shall, or, if the Dissemination Agent is other than the District, upon written direction shall cause the Dissemination Agent to, not later than February 10 after the end of the District’s Fiscal Year (June 30) commencing with the report due by February 10, 2024, provide to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City, if any exist, may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the District’s fiscal year changes, the District shall give notice of such change in the same manner as for a Listed Event under Section 5(d).

(b) In the event that the Dissemination Agent is an entity other than the District, then the provisions of this Section 3(b) shall apply. Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for providing the Annual Report, the District shall provide the Annual Report to the Dissemination Agent. If by fifteen (15) Business Days prior to the due date for an Annual Report the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the District to determine if the District will be filing the Annual Report in compliance with subsection (a). The District shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder. The Dissemination Agent may conclusively rely upon such certification of the District and shall have no duty or obligation to review such Annual Report.

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to EMMA by the date required in subsection (a), the Dissemination Agent shall send, in a timely manner, a notice to EMMA, in the form required by EMMA.

(d) If the Dissemination Agent is other than the District, the Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of the repository if other than the MSRB through EMMA; and

(ii) promptly after receipt of the Annual Report, file a report with the District certifying that the Annual Report has been provided to EMMA and the date it was provided.

(e) Notwithstanding any other provision of this Disclosure Certificate, all filings shall be made in accordance with the MSRB's EMMA system or in another manner approved under the Rule.

Section 4. Content of Annual Reports. The Annual Report shall contain or include by reference the following:

(a) Financial Statements. The audited financial statements of the City for the prior fiscal year, if any have been prepared and which, if prepared, shall be prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board; provided, however, that the City may, from time to time, if required by federal or state legal requirements, modify the basis upon which its financial statements are prepared. In the event that the City shall modify the basis upon which its financial statements are prepared, the District shall provide the information referenced in Section 8 below regarding such modification. If the City is preparing audited financial statements and such audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Financial and Operating Data. The Annual Report shall contain or incorporate by reference the following:

(i) the principal amount of the Bonds outstanding as of the September 2 preceding the filing of the Annual Report;

(ii) the balance in each fund under the Indenture and the Reserve Requirement as of the September 30 preceding the filing of the Annual Report;

(iii) any changes to the Rate and Method of Apportionment of the Special Taxes approved or submitted to the qualified electors of the District for approval prior to the filing of the Annual Report;

(iv) an update of the value-to-lien ratio for the District substantially in the form of Table 2 in the Official Statement based upon the most recent Special Tax levy preceding the date of the Annual Report and on the assessed values of property for the current fiscal year;

(v) the status of any foreclosure actions being pursued by the District with respect to delinquent Special Taxes;

(vi) a statement whether the District has been included in the County of Riverside's Teeter Plan;

(vii) a description of the collection and delinquency rate of Special Taxes in the District for the Fiscal Year then ended; and

(viii) any information not already included under (i) through (vii) above that the District is required to file in its annual report pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended, with the California Debt and Investment Advisory Commission.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which have been submitted to EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB through EMMA. The District shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the District shall give, or cause the Dissemination Agent to give, notice filed with the Repository of the occurrence of any of the following events with respect to the Bonds in a timely manner not more than ten (10) business days after the event:

1. principal and interest payment delinquencies;
2. unscheduled draws on debt service reserves reflecting financial difficulties;
3. unscheduled draws on credit enhancements reflecting financial difficulties;
4. substitution of credit or liquidity providers, or their failure to perform;
5. adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability or of a Notice of Proposed Issue (IRS Form 5701-TEB);
6. tender offers;
7. defeasances;
8. ratings changes;
9. bankruptcy, insolvency, receivership or similar proceedings; and

Note: for the purposes of the event identified in subparagraph (9), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

10. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

(b) Pursuant to the provisions of this Section 5, the District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. unless described in paragraph 5(a)(5) above, notices or determinations by the Internal Revenue Service with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;
2. the consummation of a merger, consolidation or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

3. appointment of a successor or additional paying agent or the change of the name of a paying agent;
4. nonpayment related defaults;
5. modifications to the rights of Owners of the Bonds;
6. bond calls
7. release, substitution or sale of property securing repayment of the Bonds; and
8. incurrence of a financial obligation of the obligated person, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders.

(c) Upon the occurrence of a Listed Event under Section 5(b) above, the District shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If the District determines that knowledge of the occurrence of a Listed Event under Section 5(b) would be material under applicable federal securities laws, the District shall file a notice of such occurrence with the Repository in a timely manner not more than 10 business days after the event.

(e) The District hereby agrees that the undertaking set forth in this Disclosure Certificate is the responsibility of the District and that the Dissemination Agent, if other than the District, shall not be responsible for determining whether the District's instructions to the Dissemination Agent under this Section 5 comply with the requirements of the Rule.

(f) For purposes of the events identified in subparagraphs (a)(10) and (b)(8) under this Section 5, the term "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule and a continuing disclosure undertaking has been entered into.

Section 6. Termination of Reporting Obligation. The District's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds.

Section 7. Dissemination Agent. The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be Webb Municipal Finance, LLC. The Dissemination Agent, if other than the District, shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Disclosure Certificate. If at any time there is not any other designated Dissemination Agent, the Trustee shall be the Dissemination Agent. The initial Dissemination Agent shall be the District. The Dissemination Agent may resign by providing thirty (30) days written notice to the District and the Trustee.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver is related to the provisions of Sections 3(a), 4, or 5, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in

law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking hereunder, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the District shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment related to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the formed accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the District to comply with any provision of this Disclosure Certificate, the Trustee at the written direction of any Underwriter or the Owners of at least 25% aggregate principal amount of Outstanding Bonds, shall, or any Owner or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Certificate, but only to the extent funds have been provided to it or it has been otherwise indemnified to its satisfaction from any cost, liability, expense or additional charges of the Trustee whatsoever, including, without limitation, fees and expenses of its attorney. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. Where an entity other than the District is acting as the Dissemination Agent, the Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the District agrees to indemnify and save the Dissemination Agent and its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Notices. Any notices or communications to or among any of the parties to this Disclosure Certificate may be given as follows:

District: City of Beaumont  
Community Facilities District No. 2016-3  
55 East Sixth Street  
Beaumont, CA 92223  
Attn: City Manager

Underwriter: Stifel, Nicolaus & Company, Incorporated  
515 South Figueroa Street, Suite 1800  
Los Angeles, CA 90071  
Attn: Thomas Jacob

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notice or communications should be sent.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Trustee, the Dissemination Agent, the Underwriter and Owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

This Disclosure Certificate is executed as of the date and year first set forth above.

CITY OF BEAUMONT COMMUNITY FACILITIES  
DISTRICT NO. 2016-3 (SUNDANCE)

By: \_\_\_\_\_  
Disclosure Representative

## APPENDIX F

### FORM OF DEVELOPER CONTINUING DISCLOSURE CERTIFICATE

This Developer Continuing Disclosure Certificate (this “Disclosure Certificate”) is executed and delivered by Tri Pointe Homes IE-SD, Inc., a California corporation (“Tri Pointe”) in connection with the issuance of City of Beaumont Community Facilities District No. 2016-3 (Sundance) 2023 Special Tax Bonds (the “Bonds”). The Bonds are being issued pursuant to a Bond Indenture (the “Indenture”) dated as of May 1, 2023 by and between the City of Beaumont Community Facilities District No. 2016-3 (the “District”) and Wilmington Trust, National Association, as trustee (the “Trustee”). Tri Pointe covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by Tri Pointe for the benefit of the Participating Underwriter (as defined below) and the holders and Beneficial Owners of the Bonds.

Section 2. Definitions. In addition to the definitions set forth above and in the Indenture, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Disclosure Certificate, the following capitalized terms shall have the following meanings:

“*Assumption Agreement*” means an undertaking of a Major Owner or a Relevant Entity thereof, for the benefit of the holders and Beneficial Owners of the Bonds, containing terms substantially similar to this Disclosure Certificate (as modified for such Major Owner’s development and financing plans with respect to the property of the Major Owner within the District), whereby such Major Owner or Relevant Entity agrees to provide semi-annual reports and notices of significant events, setting forth the information described in Sections 4 and 5 hereof, respectively, with respect to the portion of the property in the District owned by such Major Owner and its Relevant Entities.

“*Beneficial Owner*” shall mean any Person, which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including Persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“*City*” means the City of Beaumont, California.

“*Dissemination Agent*” means Tri Pointe, or any successor Dissemination Agent designated in writing by Tri Pointe, with the written consent of the District, and which has filed with Tri Pointe, the District and the Participating Underwriter a written acceptance of such designation, and which is experienced in providing dissemination agent services such as those required under this Disclosure Certificate.

“*District*” means City of Beaumont Community Facilities District No. 2016-3.

“*EMMA System*” shall mean the Electronic Municipal Market Access System of the MSRB or such other electronic system designated by the MSRB (as defined below) or the Securities and Exchange Commission.

“*Listed Events*” means any of the events listed in Section 5(a) of this Disclosure Certificate.

“*Major Owner*” means, as of any Report Date, an owner (including all Relevant Entities of such owner) of taxable parcels in the District will be responsible for at least 20% of the total Special Taxes projected to be levying in the District in the current Fiscal Year.

“*MSRB*” means the Municipal Securities Rulemaking Board.



“*Official Statement*” means the final official statement, dated May \_\_, 2023, executed by the District in connection with the issuance of the Bonds.

“*Participating Underwriter*” means Stifel, Nicolaus & Company, Incorporated, the original underwriter of the Bonds.

“*Person*” means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof.

“*Property*” means (i) the property owned by Tri Pointe or a Relevant Entity in the District and subject to the Special Taxes as of the Report Date, and (ii) the property that was formerly owned by Tri Pointe or a Relevant Entity in the District but is still subject to the undertakings of this Disclosure Certificate under Section 7(b) as of the Report Date.

“*Relevant Entity*” means, with respect to Tri Pointe, any other Person (i) directly, or indirectly through one or more intermediaries, is controlling, controlled by or under common control with such Person, and (ii) for whom information, including financial information or operating data, concerning such Person referenced in clause (i) is material to an evaluation of the District and the Bonds (i.e., information relevant to (a) Tri Pointe’s development plans with respect to its Property and the payment of its Special Taxes on the Property, or (b) such Person’s assets or funds that would materially affect Tri Pointe’s ability to develop its Property as described in this Official Statement or to pay its Special Taxes on the Property). For purposes hereof, the term “control” (including the terms “controlling,” “controlled by” or “under common control with”) means the present possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“*Report Date*” means (a) June 1 of each year, and (b) December 1 of each year.

“*Semi-Annual Report*” means any Semi-Annual Report provided by Tri Pointe pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“*Special Taxes*” means the special taxes levied on the Property within the District.

“*State*” shall mean the State of California.

### Section 3. Provision of Semi-Annual Reports.

(a) Tri Pointe shall, or, upon written direction of Tri Pointe, the Dissemination Agent shall, not later than the Report Date, commencing June 1, 2023, provide to the MSRB through the EMMA System, in an electronic format and accompanied by identifying information as prescribed by the MSRB, a Semi-Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate with a copy to the Participating Underwriter and the District. If, in any year, June 1 or December 1 falls on a Saturday, Sunday or a holiday, such deadline shall be extended to the next following day that is not a Saturday, Sunday, or holiday. If Tri Pointe utilizes the Dissemination Agent to file the Semi-Annual Report, then not later than 15 calendar days prior to the Report Date, Tri Pointe shall provide the Semi-Annual Report to the Dissemination Agent (if different from Tri Pointe), and shall provide a written certification with (or included as a part of) each Semi-Annual Report furnished to the Dissemination Agent, the Participating Underwriter, and the District to the effect that such Semi-Annual Report constitutes the Semi-Annual Report required to be furnished by it under this Disclosure Certificate. The Dissemination Agent, the Participating Underwriter and the District may conclusively rely upon such certification of Tri Pointe and shall have no duty or obligation to review the Semi-Annual Report. The Semi-Annual Report may be submitted as a single document or as separate documents comprising a package and may incorporate by reference other information as provided in Section 4 of this Disclosure Certificate.

(b) If the Dissemination Agent (if different from Tri Pointe) does not receive a Semi-Annual Report from Tri Pointe and cannot verify that a Semi-Annual Report has been filed with the MSRB through the EMMA System by 15 calendar days prior to the Report Date, the Dissemination Agent shall send a reminder notice to Tri Pointe that the Semi-Annual Report has not been provided as required under Section 3(a) above. The reminder notice shall instruct Tri Pointe to determine whether its obligations under this Disclosure Certificate have terminated (pursuant to Section 7 below) and, if so, to provide the Dissemination Agent with a notice of such termination in the same manner as for a Listed Event (pursuant to Section 5 below). If Tri Pointe does not provide, or cause the Dissemination Agent to provide, a Semi-Annual Report to the MSRB through the EMMA System by the Report Date as required in subsection (a) above, the Dissemination Agent shall, in a timely manner, provide to the MSRB through the EMMA System, in an electronic format as prescribed by the MSRB, a notice in substantially the form attached as Exhibit A, with a copy to the Participating Underwriter and the District.

(c) The Dissemination Agent shall:

(i) determine prior to each Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of continuing disclosure reports; and

(ii) to the extent the Semi-Annual Report has been furnished to it, file a report with Tri Pointe (if the Dissemination Agent is other than Tri Pointe), the Participating Underwriter and the District certifying that the Semi-Annual Report has been provided to the MSRB through the EMMA System pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Semi-Annual Reports. Until the obligations under this Disclosure Certificate are terminated pursuant to Section 7, each Semi-Annual Report shall contain or incorporate by reference the information set forth in Exhibit B, any or all of which may be included by specific reference to other documents, including official statements of debt issues of Tri Pointe or public entities, which are available to the public on the EMMA System or filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. Tri Pointe shall clearly identify each such other document so included by reference.

In addition to any of the information expressly required to be provided in Exhibit B, each Semi-Annual Report shall include such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Section 5. Reporting of Significant Events.

(a) Until the obligations under this Disclosure Certificate are terminated pursuant to Section 7, Tri Pointe shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to itself or the Property, if material:

(i) bankruptcy or insolvency proceedings commenced by or against Tri Pointe and, if known, any bankruptcy or insolvency proceedings commenced by or against any Relevant Entity of Tri Pointe that owns property subject to the Special Taxes that in the reasonable judgment of Tri Pointe could have a material adverse impact on Tri Pointe's ability to pay its Special Taxes prior to delinquency or to sell or develop the Property as described in the Official Statement or most recent Semi-Annual Report;

(ii) failure to pay any taxes, special taxes (including the Special Taxes) or assessments due with respect to the Property prior to the delinquency date, to the extent such failure is not promptly cured by Tri Pointe or a Relevant Entity upon discovery thereof;

(iii) filing of a lawsuit against Tri Pointe or if known, a Relevant Entity of Tri Pointe, seeking damages which, if successful could have, or a final judgment in a lawsuit against Tri Pointe or if known, a Relevant Entity which has, a material and adverse impact on Tri Pointe's (or a Relevant Entity's, if the Relevant Entity owns property within the District) ability to pay Special Taxes prior to delinquency or to sell or develop the Property as described in the Official Statement or most recent Semi-Annual Report;

(iv) any conveyance by Tri Pointe or a Relevant Entity of any of the Property to an entity that is not a Relevant Entity of Tri Pointe, the result of which conveyance is to cause the transferee to become a Major Owner and the related assumption of any obligation by a Major Owner pursuant to Section 7;

(v) material damage to or destruction of any of the improvements on the Property; and

(vi) any payment default or other material default by Tri Pointe that continues to exist beyond any applicable notice and cure periods on any loan or line of credit with respect to the construction of improvements on the Property that would have a material adverse effect on Tri Pointe's most recently disclosed development plan or financing with respect to the Property, or the ability of Tri Pointe or any Relevant to pay its Special Taxes prior to delinquency.

(b) If a Listed Event occurs, Tri Pointe shall in a timely manner not in excess of 10 business days after obtaining knowledge of the Listed Event determine if such event would be material under applicable Federal securities law.

(c) If Tri Pointe determines that knowledge of the occurrence of a Listed Event would be material under applicable Federal securities law, Tri Pointe shall, or shall cause the Dissemination Agent to, file in a timely manner not in excess of 10 business days after obtaining knowledge of the Listed Event of the occurrence of such Listed Event, a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, with a copy to the Participating Underwriter and the District.

Section 6. Identifying Information for Filings with the MSRB; Format for Filings with the MSRB. All documents provided to the MSRB under the Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB. Any report or filing with the MSRB pursuant to this Disclosure Certificate must be submitted in electronic format, accompanied by such identifying information as is prescribed by the MSRB.

#### Section 7. Duration of Reporting Obligation.

(a) All of Tri Pointe's obligations hereunder shall commence on the date hereof and shall terminate (except as provided in Section 12) on the earliest to occur of the following:

(i) upon the legal defeasance, prior redemption or payment in full of all the Bonds,

(ii) Tri Pointe and its Relevant Entities collectively are no longer responsible for the payment of at least 20% of the total Special Taxes to be levied within the District in the current Fiscal Year,

(iii) the date on which Tri Pointe prepays in full all of the Special Taxes attributable to the Property, or

(iv) the date on which 564 homes within the District have been conveyed to individual homeowners.

Tri Pointe shall give notice of the termination of its obligations under this Disclosure Certificate in the same manner as for a Listed Event under Section 5.

(b) If a portion of the Property is conveyed to a person or entity that, upon such conveyance, will be a Major Owner, the obligations of Tri Pointe hereunder with respect to the property conveyed to such Major Owner may be assumed by such Major Owner or by a Relevant Entity thereof, and Tri Pointe's obligations hereunder with respect to that portion of the Property conveyed will be terminated. In order to effect such an assumption, such Major Owner or a Relevant Entity shall enter into an Assumption Agreement in the form of this Disclosure Certificate. Until such time as such Assumption Agreement is entered into, Tri Pointe shall continue to be responsible for the obligations hereunder.

Section 8. Dissemination Agent. Tri Pointe may, from time to time, with the written consent of the District, appoint or engage a Dissemination Agent to assist Tri Pointe in carrying out its obligations under this Disclosure Certificate and may discharge any such Dissemination Agent, without cause, with the written consent of the District, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be Tri Pointe.

The Dissemination Agent may resign by providing thirty days' written notice to the District, Tri Pointe, and the Participating Underwriter. The Dissemination Agent shall not be responsible for the content of any report or notice prepared by Tri Pointe. The Dissemination Agent shall have no duty to prepare any information report nor shall the Dissemination Agent be responsible for filing any report not provided to it by Tri Pointe in a timely manner and in a form suitable for filing.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, Tri Pointe may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied (*provided, however*, that the Dissemination Agent shall not be obligated under any such amendment that modifies or increases its duties or obligations hereunder without its written consent thereto):

(a) if the amendment or waiver relates to the provisions of sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of an obligated person with respect to the Bonds, or type of business conducted.

(b) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or Beneficial Owners of the Bonds.

(c) In the event of any amendment or waiver of a provision of this Disclosure Certificate, Tri Pointe shall describe such amendment in the next Semi-Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by Tri Pointe.

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent Tri Pointe from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Semi-Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If Tri Pointe chooses to include any information in any Semi-Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, Tri Pointe shall have no obligation under this Disclosure Certificate to update such information or include it in any future Semi-Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. In the event of a failure of Tri Pointe to comply with any provision of this Disclosure Certificate, the District and the Participating Underwriter and any holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause Tri Pointe or Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of Tri Pointe to comply with this Disclosure Certificate shall be an action to compel performance. Neither Tri Pointe nor the Dissemination Agent shall have any liability to the owners of the Bonds or any other party for monetary damages or financial liability of any kind whatsoever relating to or arising from this Disclosure Certificate.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and Tri Pointe agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents (each an “**Indemnified Party**”), harmless against any loss, expense and liabilities which it may incur arising out of or in the reasonable exercise or performance of its powers and duties hereunder, including the reasonable costs and expenses (including attorneys’ fees) of defending against any claim of liability, but excluding any loss, expense and liabilities due to the Indemnified Party’s negligence or willful misconduct or failure to perform its duties hereunder. The Dissemination Agent (if other than Tri Pointe) shall be paid compensation for its services provided hereunder from the Administrative Expense Account of the Special Tax Fund established under the Indenture in accordance with the Dissemination Agent’s schedule of fees as amended from time to time, which schedule, as amended, shall be reasonably acceptable, and all reasonable expenses, reasonable legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the District, Tri Pointe, the Participating Underwriter, the Bond Owners, or any other party. The obligations of Tri Pointe under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 13. Notices. Any notice or communications to be among any of the parties to this Disclosure Certificate may be given by electronic mail, regular mail, or overnight mail as follows:

- |                                   |   |
|-----------------------------------|---|
| To the District:                  | City of Beaumont<br>Community Facilities District No. 2016-3<br>55 East Sixth Street<br>Beaumont, CA 92223<br>Attn: City Manager              |
| To the Participating Underwriter: | Stifel, Nicolaus & Company, Incorporated<br>2121 Avenues of the Stars, Suite 2150<br>Los Angeles, CA 90067<br>Attn: Public Finance Department |
| To Tri Pointe:                    | Tri Pointe Homes<br>1250 Corona Pointe Court, Suite 600<br>Corona, CA 92879<br>Attention: Mike Taylor, Jeff Chambers                          |
| With a copy to:                   | John P. Yeager, Esq.<br>O’Neil LLP<br>19900 MacArthur Boulevard, Suite 1050<br>Irvine, CA 92612   |

Any Person may, by written notice to the other Persons listed above, designate a different address or email address to which subsequent notices or communications should be sent.

Section 14. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, Tri Pointe, the Dissemination Agent, the Participating Underwriter and holders and Beneficial Owners from time to time of the Bonds and shall create no rights in any other Person or entity. All obligations of Tri Pointe hereunder shall be assumed by any legal successor to the obligations of Tri Pointe as a result of a sale, merger, consolidation or other reorganization.

Section 15. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

Date: April 12, 2023

TRI POINTE HOMES IE-SD, INC.,  
a California corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**NOTICE OF FAILURE TO FILE ANNUAL REPORT**

Name of Issuer: City of Beaumont Community Facilities District No. 2016-3 (the "District")

Name of Bond Issue: \$\_\_\_\_\_ City of Beaumont Community Facilities District No. 2016-3  
(Sundance) 2023 Special Tax Bonds

Date of Issuance: May \_\_, 2023

NOTICE IS HEREBY GIVEN that \_\_\_\_\_ (the "**Major Owner**") has not provided a Semi-Annual Report with respect to the above-named Bonds as required by the Developer Continuing Disclosure Certificate, dated May \_\_, 2023. The Major Owner anticipates that the Semi-Annual Report will be filed by \_\_\_\_\_.

Dated:

DISSEMINATION AGENT:

\_\_\_\_\_

By:

Its:

cc:

**EXHIBIT B**  
**SEMI-ANNUAL REPORT**

[June 1/December 1]

\$ \_\_\_\_\_  
**CITY OF BEAUMONT**  
**COMMUNITY FACILITIES DISTRICT NO. 2016-3**  
**(SUNDANCE)**  
**2023 SPECIAL TAX BONDS**

This Semi-Annual Report is hereby submitted under Section 4 of the Developer Continuing Disclosure Certificate (the “**Disclosure Certificate**”), dated April 12, 2023, executed by the undersigned (the “**Tri Pointe**” or “**Developer**”) in connection with the issuance of the above-captioned bonds by the City of Beaumont Community Facilities District No. 2016-3 (the “**District**”).

Capitalized terms used in this Semi-Annual Report but not otherwise defined have the meanings given to them in the Disclosure Certificate.

**I. Property Ownership and Development**

The information in this section is provided as of \_\_\_\_\_, 20\_\_ (this date must be not more than 60 days before the Report Date).

A. Description of the Property currently owned by the Developer and its Relevant Entities in substance and form similar to such information in the Official Statement for the Bonds:

B. Updated information regarding land development and home construction activities with regard to the Property described in the Official Statement for the Bonds or the Semi-Annual Report last filed in accordance with the Disclosure Certificate:

C. Status of building permits and any material changes to the description of land use or development entitlements with regard to the Property described in the Official Statement for the Bonds or the Semi-Annual Report last filed in accordance with the Disclosure Certificate:

D. Status of any land purchase contracts with regard to the Property, whether acquisition of land in the District by the Developer or sales of land to other developers (other than individual homeowners):

E. A statement as to whether or not the Developer and all of its Relevant Entities paid, prior to their becoming delinquent, all Special Taxes levied on the Property and if such Developer or any of such Relevant Entities is delinquent in the payment of such Special Taxes, a statement identifying each entity that is so delinquent, specifying the amount of each such delinquency and describing any plans to resolve such delinquency:

**II. Legal and Financial Status of Developer**

Unless such information has previously been included or incorporated by reference in a Semi-Annual Report, describe any material change in the legal structure of the Developer or the financial condition and financing plan of the Developer that would materially and adversely interfere with its ability to complete its development plan with regard to the Property described in the Official Statement.



**III. Change in Development or Financing Plans**

Unless such information has previously been included or incorporated by reference in a Semi-Annual Report, describe any development plans or financing plans relating to the Property that are materially different from the proposed development and financing plan described in the Official Statement.

**IV. Official Statement Updates**

Unless such information has previously been included or incorporated by reference in a Semi-Annual Report, describe any other significant changes in the information relating to the Developer or the Property contained in the Official Statement under the heading "PROPERTY OWNERSHIP AND THE DEVELOPMENT" that would materially and adversely interfere with the Developer's ability to develop and sell the Property as described in the Official Statement.

**V. Other Material Information**

In addition to any of the information expressly required above, provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

**Certification**

The undersigned hereby certifies that this Semi-Annual Report constitutes the Semi-Annual Report required to be furnished by Tri Pointe under the Disclosure Certificate.

ANY OTHER STATEMENTS REGARDING THE DEVELOPER, THE DEVELOPMENT OF THE PROPERTY, THE DEVELOPER'S FINANCING PLAN OR FINANCIAL CONDITION, OR THE BONDS, OTHER THAN STATEMENTS MADE BY TRI POINTE IN AN OFFICIAL RELEASE, OR FILED WITH THE MUNICIPAL SECURITIES RULEMAKING BOARD, ARE NOT AUTHORIZED BY TRI POINTE. TRI POINTE IS NOT RESPONSIBLE FOR THE ACCURACY, COMPLETENESS OR FAIRNESS OF ANY SUCH UNAUTHORIZED STATEMENTS.

TRI POINTE HAS NO OBLIGATION TO UPDATE THIS SEMI-ANNUAL REPORT OTHER THAN AS EXPRESSLY PROVIDED IN THE DISCLOSURE CERTIFICATE.

Dated: TRI POINTE HOMES IE-SD, INC.,  
a California corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## APPENDIX G

### BOOK-ENTRY ONLY SYSTEM

*The information in this section concerning DTC and DTC's book-entry only system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the completeness or accuracy thereof. The following description of the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, premium, if any, accreted value and interest on the Bonds to DTC Participants or Beneficial Owners, confirmation and transfers of beneficial ownership interests in the Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC to the District which the District believes to be reliable, but the District and the Underwriter do not and cannot make any independent representations concerning these matters and do not take responsibility for the accuracy or completeness thereof. Neither the DTC, Direct Participants, Indirect Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.*

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each annual maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited through the facilities of DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of "AA+." The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive Bonds representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds

are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as prepayments, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being prepaid, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Bond Owner shall give notice to elect to have its Bonds purchased or tendered, through its Participant, to the Trustee, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Participant's interest in the Bonds, on DTC's records, to the Trustee. The requirement for physical delivery of Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Bonds to the Trustee's DTC account.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, physical certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Bonds will be printed and delivered to DTC.

THE PAYING AGENT, AS LONG AS A BOOK-ENTRY ONLY SYSTEM IS USED FOR THE BONDS, WILL SEND ANY NOTICE OF REDEMPTION OR OTHER NOTICES TO OWNERS ONLY TO DTC. ANY FAILURE OF DTC TO ADVISE ANY DTC PARTICIPANT, OR OF ANY DTC PARTICIPANT TO NOTIFY ANY BENEFICIAL OWNER, OF ANY NOTICE AND ITS CONTENT OR EFFECT WILL NOT AFFECT THE VALIDITY OF SUFFICIENCY OF THE PROCEEDINGS RELATING TO THE REDEMPTION OF THE BONDS CALLED FOR REDEMPTION OR OF ANY OTHER ACTION PREMISED ON SUCH NOTICE.

**APPENDIX H**  
**SECURITIES AND EXCHANGE COMMISSION ORDER**

**APPENDIX I**  
**APPRAISAL REPORT**

# City of Beaumont

Community Facilities District No. 2016-3  
(Sundance)  
2023 Special Tax Bonds



May 2, 2023



# Table of Contents

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1. Financing Overview
2. SEC Compliance, Items Subject to Council Approval
3. Financing Details and Tentative Schedule

# 1. Financing Overview



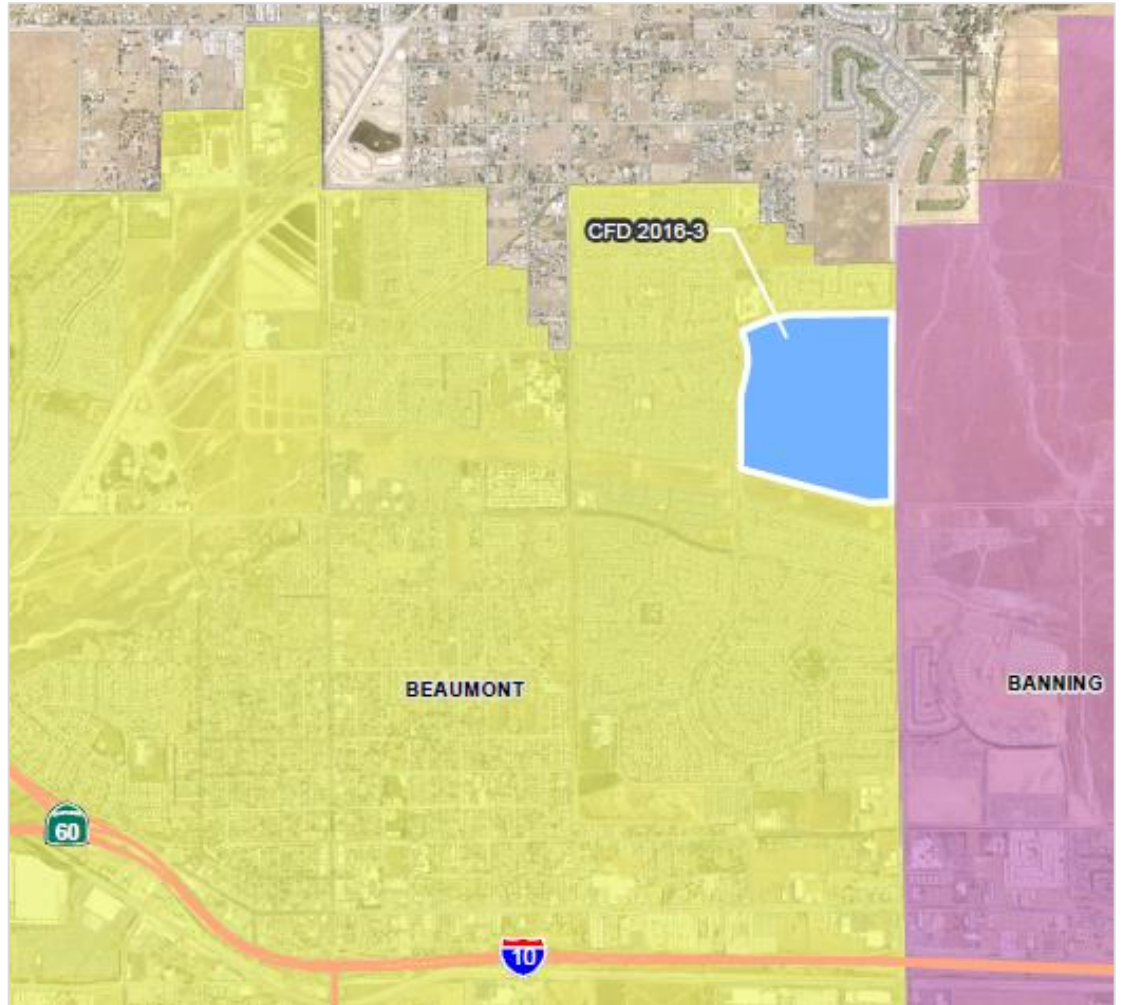
# Project and Development Summary

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- ▶ Tri Pointe is Developing the CFD into Age-Restricted (55+) Single Family Homes Known as ‘Altis Beaumont’
  - ▶ CFD is a Part of the ‘Sundance’ Master Planned Community
  - ▶ Except for the Remaining Units in the CFD, Sundance is Complete
  
- ▶ City Formed CFD 2016-3 on February 7, 2017
  - ▶ Property in the CFD Contains 704 Parcels
  - ▶ Development and Ownership Status as of April 10, 2023:
    - ▶ 424 Completed and Conveyed to Individual Homeowners
    - ▶ 23 Completed and Owned by Developer
    - ▶ 257 Under Construction or in Lot Condition

# Regional Map

- ▶ Northeastern Portion of the City
- ▶ Bordering the City of Banning
- ▶ Starlight Ave to the West, N Highland Springs Ave to the East, and Cougar Way to the West



# Aerial Photography



# Financing Overview

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- ▶ Not to Exceed Par Amount of \$22,000,000 Approved at Formation
  - ▶ 2023 Bonds Expected to be Issued in an Amount of \$9,050,000\*
  - ▶ Parity Bonds Permitted in a Not to Exceed Amount of \$12,950,000\*
- ▶ 2023 Bonds will be Structured Such that Special Taxes from 561 'Developed' Parcels will Provide 1.10x Coverage on Annual Payments
  - ▶ Developed: Permits Issued on or Before March 1 of the Prior Fiscal Year
- ▶ Bond Proceeds will Reimburse the Developer for Development Impact Fees (DIF) and Eligible Public Infrastructure Improvements
  - ▶ Pursuant to a Settlement Agreement (Discussed on Next Slide), the Developer Agreed to Pay/ Advance DIF to the City for Construction of Authorized Facilities
- ▶ Select Bond Statistics Provided on Slide 12

# Pardee Homes Settlement Agreement

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- ▶ Pardee Homes (now Tri Pointe) and the City entered into Development Agreements (DAs) for Sundance and Tournament Hills communities
- ▶ The DAs required the City to form CFDs to finance facilities and fees
- ▶ In February 2017, the City and Pardee Homes entered into a Settlement Agreement to resolve certain disputes related to the infrastructure financing provisions of the DAs related to CFD 93-1 IA's 8, 8A, 8B, 8C, 8D, 8E, 8F, 17A, 17B, 17C and 17D
- ▶ Per Settlement Agreement, the City agreed to form CFDs 2016-2 and 2016-3, issue bonds and release “pay-go” special taxes previously collected, to Pardee Homes
- ▶ Pardee Homes agreed to advance DIF and/or build public infrastructure for the City and release claims against City
- ▶ 2023 Bonds are being issued in accordance with the Settlement Agreement

## 2. SEC Compliance, Items Subject to Council Approval

# Securities and Exchange Commission Compliance

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- ▶ The Preliminary Official Statement and Official Statement Contain SEC Mandated Disclosure Related to the Cease and Desist Order and the Beaumont Financing Authority's Compliance History with its Continuing Disclosure Undertakings
- ▶ The City has and will Comply with its Disclosure Policies and the SEC Cease and Desist Order
- ▶ The Official Statement was Reviewed by the Financing Team
- ▶ City staff and City Council have recently received disclosure training

# Items Subject to City Council Approval

---

- ▶ **City Resolution Authorizing the Issuance of Bonds**
  - ▶ Authorizing the 2023 Bonds in an Amount Not to Exceed \$10,000,000
  - ▶ Approving Certain Documents and Taking Certain Other Actions
    - ▶ Bond Purchase Agreement
    - ▶ Continuing Disclosure Agreement
    - ▶ Preliminary Official Statement
    - ▶ Indenture of Trust
    - ▶ Hire Financing Team
    - ▶ Compliance with Debt Issuance and Management Policy
    - ▶ Acknowledgment of Good Faith Estimates
- ▶ **City Resolution Approving the Acquisition Agreement**



### 3. Financing Details and Schedule

# Select Financing Statistics

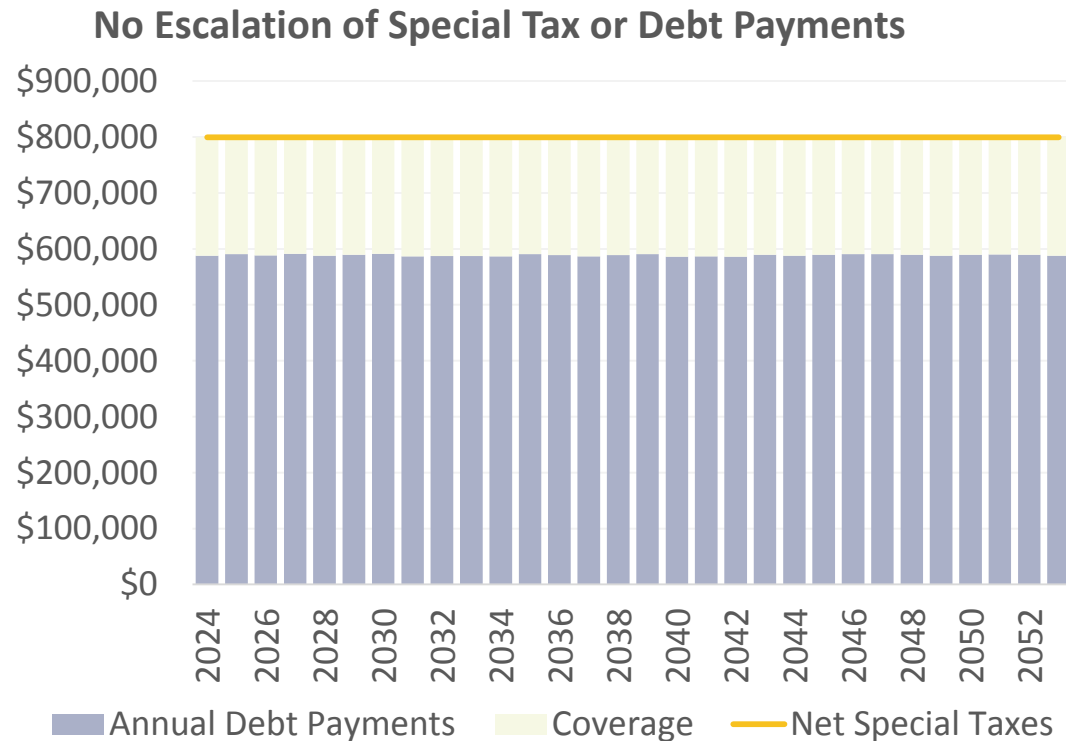
▶ Par Amount: **\$9,050,000\***

▶ True Interest Cost: **5.00%\***

▶ Final Maturity: **2053**  
**(30-Years)**

▶ Special Taxes Collected  
Provide **1.10x Coverage**  
on Annual Debt Payments

▶ Level Payments; **NO** Escalation



# Estimated Costs of Issuance

- ▶ Issuance Costs in Line with Past, Similarly Sized City CFD Financings
  - ▶ \$9.1mm CFD 2016-1 (Fairway Canyon) 2019 Bonds: **\$308,675**
  - ▶ \$12.7mm CFD 93-1 IA-8E (Sundance) 2018 Bonds: **\$355,700**

<b>Estimated Issuance Costs</b>		
<b><u>Role</u></b>	<b><u>Party</u></b>	<b><u>Total</u></b>
Underwriter	Stifel	\$118,555
Bond/Disclosure Counsel	Stradling	85,000
Municipal Advisor	Urban Futures	47,500
Special Tax Consultant	Webb	20,000
Appraiser	Integra	27,500
Trustee	Wilmington	5,000
Printer	AVIA	2,500
Contingency	---	<u>3,945</u>
<b>Estimated Costs</b>		<b>\$310,000</b>

# Tentative Schedule

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- ▶ Assuming Council Approval this Evening, the Bonds are Expected to Price Next Week and Close Two Weeks Later

<b>Date</b>	<b>Description</b>
<b>Tuesday, May 2<sup>nd</sup></b>	City Council Meeting to Approve Financing
<b>Wednesday, May 3<sup>rd</sup></b>	Post Preliminary Official Statement (Make Available to Prospective Investors)
<b>Week of May 8<sup>th</sup></b>	Pricing of 2023 Bonds
<b>Week of May 22<sup>nd</sup></b>	Settlement of 2023 Bonds (Date of Issuance)



## Staff Report

**TO:** City Council  
**FROM:** Elizabeth Gibbs, City Manager  
**DATE:** May 2, 2023  
**SUBJECT:** Sponsorship of the 2023 Cherry Festival

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**Description** Strategic Plan Level 3, Target 1, Goal 3

### **Background and Analysis:**

On December 6, 2022, staff brought forth an item for City Council review of a \$100,000 sponsorship of the 2023 Cherry Festival. During the item, Council also discussed financially supporting an audit of the Cherry Festival Association's financial records from 2022. Specifically, Council committed to paying 75% of the auditor's fees. The Cherry Festival Association chose Jeannette Garcia, CPA to conduct the audit for the year ending December 31, 2022.

The purpose of the attached DRAFT Audit (Attachment A) was to:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal controls relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Cherry Festival Association's internal controls. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in the auditor's judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the

Cherry Festival Association's ability to continue as a going concern for a reasonable period of time.

At the conclusion of the audit process the auditor stated, "In our opinion, based on our audit, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the Cherry Festival Association, as of December 31, 2022, and the results of their operations and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America."

Additionally, City staff was notified by the Cherry Festival Association that the City had previously paid for the portable stage in prior years since the original stage and pavilion had been demolished. The cost of the stage rental is \$10,000. The Cherry Festival Association is requesting the City continue the practice and provide payment directly to M&M Group Entertainment (Attachment B).

**Fiscal Impact:**

The sponsorship of the Cherry Festival in the amount of \$100,000 is included in the current fiscal year budget line item 100-1550-7040-0000. Additionally, should Council approve payment for the portable stage, that invoice would be allocated to 100-1550-7040-0000, as well. The cost for the City's agreed upon 75% share of the auditor will be allocated to 100-1200-7900-0000.

**Recommended Action:**

Approve the sponsorship of the 2023 Beaumont Cherry Festival and allocate \$100,000 from the Recreation Programs Account No. 100-1550-7040-0000; and

Approve the payment for the portable stage for an amount of \$10,000 from 100-1550-7040-0000; and

Authorize the City Manager to approve the payment up to 75% of the total amount for the services for the auditor from 100-1200-7900-000 once the invoice is received.

**Attachments:**

- A. DRAFT Financial Audit
- B. Quote for Portable Stage

CHERRY FESTIVAL ASSOCIATION

ANNUAL FINANCIAL STATEMENTS WITH REPORT OF  
INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT

DECEMBER 31, 2022

DRAFT

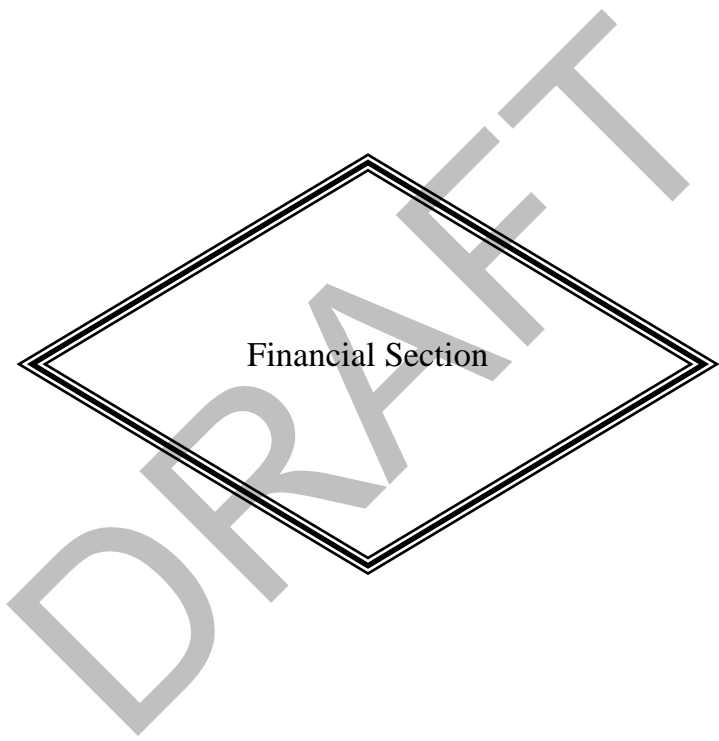
JLG

Jeanette L. Garcia & Associates  
CERTIFIED PUBLIC ACCOUNTANT

CHERRY FESTIVAL ASSOCIATION  
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DECEMBER 31, 2022

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Jeanette L. Garcia,  
CPA

INDEPENDENT AUDITOR’S REPORT

To the Board of Directors,  
Cherry Festival Association  
Beaumont, California

**Report on the Audit of the Financial Statements**

*Opinion*

We have audited the financial statements of the Cherry Festival Association, as of and for the year ended December 31, 2022, the statement of cash flows and the related notes to the financial statements, which collectively comprise the Cherry Festival Association’s basic financial statements as listed in the table of contents.

In our opinion, based on our audit, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the Cherry Festival Association, as of December 31, 2022, and the results of their operations and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

*Basis for Opinion*

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (Government Auditing Standards). Our responsibilities under those standards are further described in the Auditor’s Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Cherry Festival Association and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

*Responsibilities of Management for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Cherry Festival Association’s ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued.

Member:

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Institute of  
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Accountants

California  
Society of  
Certified Public  
Accountants

### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not guarantee that and audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Cherry Festival Association's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Cherry Festival Association's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope of and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### **Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated DATE, on our consideration of the Cherry Festival Association's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Cherry Festival Association's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Cherry Festival Association's internal control over financial reporting and compliance.

San Bernardino, California  
DATE

CHERRY FESTIVAL ASSOCIATION  
STATEMENT OF FINANCIAL POSITION  
 DECEMBER 31, 2022

<u>ASSETS</u>	
Cash (Note 2)	\$ 462,394
Accounts Receivable	-
Total Current Assets	<u>462,394</u>
TOTAL ASSETS	<u><u>\$ 462,394</u></u>
 <u>LIABILITIES AND NET ASSETS</u>	
Liabilities	
Other Liabilities	<u>\$ -</u>
Total Liabilities	-
 <u>NET ASSETS</u>	
Without Donor Restrictions	<u>462,394</u>
TOTAL LIABILITIES AND NET ASSETS	<u><u>\$ 462,394</u></u>

The Notes to Financial Statements are an integral part of this statement.

CHERRY FESTIVAL ASSOCIATION  
STATEMENT OF ACTIVITIES  
 FOR THE FISCAL YEAR ENDED DECEMBER 31, 2022

	<u>WITHOUT DONOR RESTRICTIONS</u>
<u>SUPPORT AND REVENUE</u>	
Program Revenue	\$ 490,160
Interest Income	262
Total Support and Revenue	<u>490,422</u>
 <u>EXPENSES</u>	
Accounting	312
Advertising	11,618
Director Dinner	2,169
Donations	7,277
Entertainment	35,824
Grounds	60,096
Insurance	10,333
Office	3,201
Parade	5,545
Salary/Contracted Services	18,000
Sales Tax	4,283
Other	707
Total Expenses	<u>159,365</u>
Change in Net Assets	331,057
Net Assets, January 1, 2022	<u>131,337</u>
Net Assets, December 31, 2022	<u>\$ 462,394</u>

The Notes to Financial Statements are an integral part of this statement.

CHERRY FESTIVAL ASSOCIATION  
STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED DECEMBER 31, 2022

Cash Flows from Operating Activities	
Change in Net Assets	\$ 330,795
Cash Flows from Investing Activities	
Interest Income	<u>262</u>
Net Increase in Cash	331,057
Cash - January 1, 2022	<u>131,337</u>
Cash - December 31, 2022	<u><u>\$ 462,394</u></u>

DRAFT

CHERRY FESTIVAL ASSOCIATION  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2022

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Cherry Festival Association is a charitable, nonprofit organization that provides community events for area residents and others. The community parade is attended by thousands of people and the Cherry Festival is attended by over 40,000 people over a four day period.

Cherry Festival Association is a not-for-profit organization exempt from federal income taxes under Section 501(c)(4) of the Internal Revenue Code. As such, it is also exempt from state income taxes, and contributions by the public are deductible for income tax purposes to the extent allowed by federal and state law.

On an ongoing basis, Cherry Festival Association is funded primarily by contributions from the general public, corporate sponsors and earnings from the festival.

CASH

Cash includes amounts on deposit in checking and savings accounts.

PUBLIC SUPPORT, REVENUE AND EXPENSES

Contributions received are recorded as without donor restrictions or with donor restrictions, depending on the existence and nature of any donor restrictions. All contributions are considered to be without donor restrictions unless specifically restricted by the donor or subject to legal restrictions.

Cherry Festival Association records contributions in the with donor restriction class of net assets if they are received with donor stipulations that limit their use through either purpose or time restrictions or both. When donor restrictions expire – that is, when the purpose restriction is fulfilled or the time restriction expires – net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions. It is Cherry Festival Association's policy to record donor-restricted contributions received and expended in the same accounting period as contributions with donor restrictions and as net assets released from restrictions. Contributions restricted to the purchase of property or equipment are considered to be met when the asset is placed in service.

Contributions are recorded when cash or unconditional promises-to-give have been received or ownership of donated assets to be used directly in the operations is transferred to Cherry Festival Association. Other revenue is recorded when earned.

Expenses are recorded when incurred in accordance with the accrual basis of accounting.

USE OF ESTIMATES

The preparation of consolidated financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

CHERRY FESTIVAL ASSOCIATION  
NOTES TO FINANCIAL STATEMENTS  
 DECEMBER 31, 2022

DONATED SERVICES

Many volunteers have contributed significant amounts of their time to activities of Cherry Festival Association. However, since those donated services neither create or enhance nonfinancial assets nor require specialized skills, the value of the contributed services is not recorded in the accompanying financial statements. Management has not quantified the amount or value of those donated services.

PROMISES-TO-GIVE

As of December 31, 2022, there were no unconditional promises-to-give. Therefore, no allowance for uncollectable receivables has been established.

NET ASSET CLASSIFICATIONS

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, the net assets of the Association and the changes therein are classified and reported as follows:

- Net Assets Without Donor Restrictions – Net assets without donor restrictions are net assets that are not subject to donor-imposed restrictions. All the Association’s activities are included in this category. These assets may be designated for specific purposes by action of the Board of Directors for special programs, expenditures for plant and equipment, and/or general operating support.
- Net Assets With Donor Restrictions – Net assets with donor restriction are net assets that are subject to donor-imposed restrictions which can be fulfilled either by actions of the Association pursuant to those restrictions and/or expire with the passage of time. The Association does not have any restricted net assets at December 31, 2022.

2. DEPOSITS

Cash at December 31, 2022, consisted of the following:

Deposits:

Cash on Hand and in Banks	\$ 462,394
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Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The Association manages its exposure to interest rate risk by maintaining their cash in federally insured interest-bearing bank accounts.

Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. The Association does not have a formal investment policy that limits its investment choices other than the limitations of State law.



CHERRY FESTIVAL ASSOCIATION  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2022

Concentration of Credit Risk

Concentration of credit risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer. The Association does not place limits on the amount it may invest in any one issuer. At December 31, 2022, the Association had no concentration of credit risk.

Custodial Credit Risk - Deposits

This is the risk that in the event of a bank failure, the Association's deposits may not be returned to it. However, the California Government code requires that a financial institution secure deposit made by State or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under State law (unless so waived by the governmental unit.) The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure public deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits and letters of credit issued by the Federal Home Loan Bank of San Francisco having a value of 105% of the secured deposits. Cash balances held in banks and in revolving funds are insured up to \$250,000 by the Federal Depository Insurance Corporation (FDIC). All cash held by the financial institutions is fully insured or collateralized.

3. DATE THROUGH WHICH SUBSEQUENT EVENTS ARE EVALUATED

Cherry Festival Association has evaluated through DATE whether there are any subsequent events that should be considered for inclusion in these financial statements. That date is when the financial statements are available to be issued.



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REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON  
COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL  
STATEMENTS PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS

Independent Auditor's Report

To the Board of Directors  
Cherry Festival Association  
Beaumont, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities of the Cherry Festival Association as of and for the year ended December 31, 2022, and the related notes to the financial statements, which collectively comprise Cherry Festival Association's basic financial statements, and have issued our report thereon dated DATE.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Cherry Festival Association's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Cherry Festival Association's internal control. Accordingly, we do not express an opinion on the effectiveness of Cherry Festival Association's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses of significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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Accountants  
  
California  
Society of  
Certified Public  
Accountants

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Cherry Festival Association's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

San Bernardino, California  
DATE

DRAFT



# Invoice

Date	Invoice #
1/31/2023	1618

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

Bill To
Beaumont Cherry Festival

Project	Terms	PO
Stage Rental Cerry ...	Due on receipt	

Quantity	Description	Rate	Amount
1	Cherry Festival Stage Rental - June 1st - 4th, 2023 Stage Rental	10,000.00	10,000.00

Thank you for your business.	<b>Total</b>	\$10,000.00
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## Staff Report

**TO:** City Council  
**FROM:** Doug Story, Director of Community Services  
**DATE:** May 2, 2023  
**SUBJECT:** Approve a Public Works Agreement with Smart City Electric Group for Fire Station 66 Electrical Upgrades in an Amount Not to Exceed \$63,045.20 – Capital Improvement Project (CIP) No. PS-03

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**Description** Award Public Works Agreement for Electrical Upgrade Services at Fire Station 66 – CIP No. PS-03

### **Background and Analysis:**

The Beaumont Community Services Department is seeking to award a public works construction contract to Smart City Electric Group for electrical work and upgrades of the Riverside County Fire Department, Station 66 located at 628 Maple Ave., which includes panel/meter upgrades, rewiring/recircuiting, and installation of new equipment. Detailed work includes, but is not limited to, removals, demolition, panel/meter replacement installation, and review and rewire as necessary to meet current California Electric Code (CEC) requirements for all outlet and circuit terminations.

This project will allow for the needed electrical upgrades for the facility that will enable fire staff to continue to grow their infrastructure in the station and to allow for the correction of items that need to be updated to the newest and safest equipment and code requirements.

Per Beaumont Municipal Code Section 3.01.080; on February 9, 2023, staff released a Request for Bid for Fire Station 66 electrical upgrades and conducted a walk through for potential bidders on March 1, 2023. On March 14, 2023, five potential bidders submitted sealed bids that were opened, and all bids were reviewed. The City's contract electrical engineers and staff reviewed all bids and Smart City Electrical Group were found to be the lowest responsive bidder.

The bids reviewed were as follows:

Smart City Electrical Group	\$ 63,045.20
GA Technical Services	\$ 65,794.80

M. Brey Electric	\$ 119,588.10
Polar Electrical Company	\$ 208,791.60
The Design Build	\$ 215,786.00

**Fiscal Impact:**

Funding for this project is allocated through the five-year Capital Improvement Plan (CIP) Fiscal Year 2023-2027. Project No. PS-03 has designated \$250,000 for improvements at Fire Station 66. Currently, \$133,718.00 is available for projects at Fire Station 66. The total contract amount of \$63,045.20, with an additional contingency amount of \$6,300 for a total contract amount of \$69,345.20 will be charged to the PS-03 CIP project.

The estimated cost to prepare this report was \$255.

<b>PS-03 Fire Station Rehab Project Accounting Summary</b>				
<b>Funding Summary</b>				
<b>Funding Year</b>	<b>Funding Source</b>		<b>Amount</b>	
20/21	CFD		\$250,000	
<b>Total Project Funding =</b>			<b>\$250,000</b>	
<b>Budget Summary</b>				
<b>Project Component</b>	<b>Budget</b>	<b>Encumbered</b>	<b>Paid to Date</b>	<b>Remaining Budget</b>
Project Management	\$0	\$0	\$0	\$0
Preliminary Services	\$0	\$0	\$0	\$0
Environmental	\$0	\$0	\$0	\$0
Design	\$60,000	(\$40,130)	(\$31,217)	\$19,870
Construction	\$140,000	(\$49,800)	(\$49,800)	\$90,200
Construction Management	\$0	\$0	\$0	\$0
Permits	\$0	\$0	\$0	\$0
Equipment	\$50,000	(\$26,352)	(\$11,367)	\$23,648
<b>Project Summary Totals</b>	<b>\$250,000</b>	<b>(\$116,282)</b>	<b>(\$92,384)</b>	<b>\$133,718</b>

**Recommended Action:**

Approve the Purchase Order for Smart City Electric Group in the amount of \$69,345.20, and

Authorize the Mayor to execute the Public Works Agreement for services for Fire Station 66 Electrical Upgrades for CIP No. PS-03.

**Attachments:**

- A. Smart City Electrical Group Quote
- B. Public Works Agreement

City of Beaumont  
Request for bid



Bond No. 140  
RIVERSIDE COUNTY FIRE DEPT.  
STATION 66 ELECTRICAL UPGRADES  
CIP PS-03

## BID BOND

### CIP PS-03 RIVERSIDE COUNTY FIRE DEPT. STATION 66 ELECTRICAL UPGRADES

The makers of this bond are,

Smart City Electric Group

as Principal, and

Merchants Bonding Company (Mutual)

, as Surety

and are held and firmly bound unto the City of Beaumont, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to CITY for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated March 14, 2023, for

### CIP PS-03 RIVERSIDE COUNTY FIRE DEPT. STATION 66 ELECTRICAL UPGRADES

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

BID BOND

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City of Beaumont  
Request for bid



RIVERSIDE COUNTY FIRE DEPT.  
STATION 66 ELECTRICAL UPGRADES  
CIP PS-03

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 9th day of March, 2023, the name and corporate seal of each corporation.

(Corporate Seal)



(Corporate Seal)

Smart City Electric Group

Principal

By: 

Michael Ivan Sandoval - President

Title

Merchants Bonding Company (Mutual)

Surety

By: 

Les M. Mantle-Attorney in Fact

(Attach Attorney-in-Fact Certificate)

**BID BOND**

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**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California }  
County of Orange }  
On 3-9-2023 before me, Mary Martignoni - Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Les M. Mantle  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

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

**Description of Attached Document**  
Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_  
**Capacity(ies) Claimed by Signer(s)**  
Signer's Name: Les M. Mantle Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  Partner –  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_  
Merchants Bonding Company (Mutual)

# MERCHANTS BONDING COMPANY™

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Les M Mantle

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this Instrument to be signed and sealed this 8th day of December, 2022.



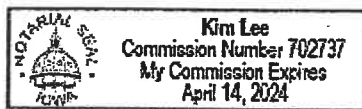
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Kim Lee*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 9th day of March, 2023



*William Warner Jr.*  
Secretary



## BID FORM

NAME OF BIDDER: SMART CITY ELECTRIC GROUP

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

**CIP PS-03 RIVERSIDE COUNTY FIRE DEPT. STATION 66 ELECTRICAL UPGRADES**

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following BASE BID TOTAL BID PRICE:

BASE BID	BASE BID PRICE (IN WRITTEN FORM)	BID PRICE (IN NUMBERS)
TOTAL BID PRICE	SIXTYTHREETHOUSANDFOURTYFIVE DOLLARS AND TWENTYCENTS	\$63,045.20

In case of discrepancy between the written price and the numerical price, the written price shall prevail.



**BASE BID**  
**BID SCHEDULE A**  
**CIP PS-03 RIVERSIDE COUNTY FIRE DEPT. STATION 66 ELECTRICAL UPGRADES**

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
1	Mobilization	1	LS	\$8,000. <sup>00</sup>	\$8,000. <sup>00</sup>
2	Finishes	1	LS	\$8,000. <sup>00</sup>	\$8,000. <sup>00</sup>
3	Demolition and Removal of old equipment	1	LS	\$12,580. <sup>00</sup>	\$12,580. <sup>00</sup>
4	200 Amp Panelboard	1	EA	\$1,600. <sup>00</sup>	\$1,600. <sup>00</sup>
5	100 Amp Panelboard	1	EA	\$1,300. <sup>00</sup>	\$1,300. <sup>00</sup>
6	200 Amp Service Meter	1	EA	\$2,600. <sup>00</sup>	\$2,600. <sup>00</sup>
7	3/4" Conduit	140	LF	\$12. <sup>00</sup>	\$168. <sup>00</sup>
8	1.5" Conduit	460	LF	\$35. <sup>00</sup>	\$1,610. <sup>00</sup>
9	2" Conduit	70	LF	\$42. <sup>00</sup>	\$294. <sup>00</sup>
10	2.5" Conduit	60	LF	\$62. <sup>00</sup>	\$372. <sup>00</sup>
11	600V, #12 Copper Conductor	1000	LF	\$0.20	\$200. <sup>00</sup>
12	600V, #6 Copper Conductor	70	LF	\$1.46	\$102.20
13	600V, #4 Copper Conductor	60	LF	\$1.77	\$106.20
14	600V, 1/0 Copper Conductor	280	LF	\$3.39	\$949.20
15	600V, 4/0 Copper Conductor	280	LF	\$6.12	\$1,713.60
16	Reconnect existing Generator/ATS	1	LS	\$6,300. <sup>00</sup>	\$6,300. <sup>00</sup>
17	Relocate Electrical SCE Service Drop	1	LS	\$7,200. <sup>00</sup>	\$7,200. <sup>00</sup>
18	Associated Supports, Elbows, & Connector for Conduit	1	LS	\$3,650. <sup>00</sup>	\$3,650. <sup>00</sup>
19	Reconnect existing Generator/ATS	1	LS	\$6,300. <sup>00</sup>	\$6,300. <sup>00</sup>



ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT	UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
PROJECT BASE BID SUBTOTAL:				<b>\$63,045.20</b>

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

In case of discrepancy between the written price and the numerical price, the written price shall prevail.



## BID CERTIFICATION

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors,

License No. 1081062

Expiration Date 09/30/2023

Class of license C10

If the bidder is a joint venture, each member of the joint venture must include the above information.

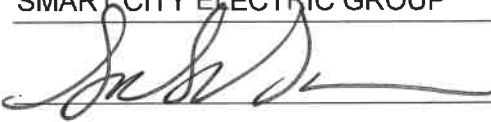
The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents:

1. Addenda No. 1 thru 3
2. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
3. Attached is the fully executed Non-Collusion Affidavit form.
4. Attached is the completed Designation of Subcontractors form.
5. Attached is the completed Bidder Information Form.
6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.

Bidder acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder SMART CITY ELECTRIC GROUP

Signature 

Name and Title Michael Ivan Sandoval, President

Dated March 10, 2023






**CONTRACTOR'S CERTIFICATE REGARDING  
WORKERS' COMPENSATION**  
CIP PS-03 RIVERSIDE COUNTY FIRE DEPT. STATION 66 ELECTRICAL  
UPGRADES

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder SMART CITY ELECTRIC GROUP

Signature 

Name and Title Michael Ivan Sandoval, President

Dated March 10, 2023

**CONTRACTOR'S CERTIFICATE REGARDING  
WORKERS' COMPENSATION**



**DESIGNATION OF SUBCONTRACTORS**

**CIP PS-03 RIVERSIDE COUNTY FIRE DEPT. STATION 66 ELECTRICAL UPGRADES**

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount of \$500 or more.

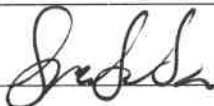
\*\*\* Please list all subcontractor that exceed \$500\*\*\*

Portion of the Work	Subcontractor	Location of Business	% of Work
	NONE		



Portion of the Work	Subcontractor	Location of Business	% of Work

Name of Bidder SMART CITY ELECTRIC GROUP

Signature 

Name and Title Michael Ivan Sandoval, President

Dated March 10, 2023



**INFORMATION REQUIRED OF BIDDERS**  
**CIP PS-030 RIVERSIDE COUNTY FIRE DEPT. STATION 66 ELECTRICAL UPGRADES**

A. INFORMATION ABOUT BIDDER

[\*\*Indicate not applicable ("N/A") where appropriate.\*\*]

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: SMART CITY ELECTRIC GROUP  
2.0 Type, if Entity: Corporation  
3.0 Bidder Address: 23003 Ventura Blvd.  
Woodland Hills, CA 91364

818-225-0284 818-225-0633  
Facsimile Number Telephone Number

4.0 License Information: 09/30/2023  
1081062 C-10  
License No. Class of License Expiration Date  
1000823353  
DIR Registration No.

5.0 How many years has Bidder's organization been in business as a Contractor?  
2

6.0 How many years has Bidder's organization been in business under its present name? 2

5.1 Under what other or former names has Bidder's organization operated?  
N/A

**INFORMATION REQUIRED OF BIDDERS**



7.0 If Bidder's organization is a corporation, answer the following:

- 7.1 Date of Incorporation: 09/10/2021
- 7.2 State of Incorporation: California
- 7.3 President's Name: Michael Ivan Sandoval
- 7.4 Vice-President's Name(s): Louis Loizu
- 7.5 Secretary's Name: Louis Loizu
- 7.6 Treasurer's Name: Louis Loizu

8.0 If an individual or a partnership, answer the following:

8.1 Date of Organization:  
N/A

8.2 Name and address of all partners (state whether general or limited partnership):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9.0 If other than a corporation or partnership, describe organization and name principals: N/A  
\_\_\_\_\_

10.0 List other states in which Bidder's organization is legally qualified to do business.  
N/A  
\_\_\_\_\_  
\_\_\_\_\_



16.0 Name of Bonding Company and Name and Address of Agent:

Merchants Bonding Company (Mutual)

---

LESRON INSURANCE

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Les Mantle  
1440 N. Harbor Blvd., Ste. 610, Fullerton, CA 92835

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11.0 What type of work does the Bidder normally perform with its own forces?

Electrical

12.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

NO

13.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract?

If so, attach a separate sheet of explanation:

NO

14.0 List Trade References:

SEE ATTACHED

15.0 List Bank References (Bank and Branch Address):

WELLS FARGO

6460 Platt Ave, West Hills, CA 91307



B. LIST OF CURRENT PROJECTS (Backlog)

[\*\*Duplicate Page if needed for listing additional current projects.\*\*]

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work	Contact Name & Phone
	NONE			







D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

Project Manager	Michael Ivan Sandoval	100%

2. Summarize each person's specialized education:

certified electrician, licensed electrical contractor

3. List each person's years of construction experience relevant to the project:

15

4. Summarize such experience:

completed many public works electrical projects - SEE ATTACHED

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.



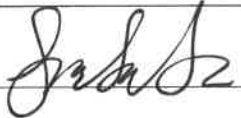
**Additional Bidder's Statements:**

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**E. VERIFICATION AND EXECUTION**

These Bid Forms shall be executed only by a duly authorized official of the Bidder:  
I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:


Name of Bidder	SMART CITY ELECTRIC GROUP
Signature	
Name and Title	Michael Ivan Sandoval, President
Dated	March 10, 2023



**NON-COLLUSION AFFIDAVIT**  
**CIP PS-03 RIVERSIDE COUNTY FIRE DEPT. STATION 66 ELECTRICAL UPGRADES**

I, Michael Ivan Sandoval, being first duly sworn, deposes and says that he is of the President the party making the attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Bidder SMART CITY ELECTRIC GROUP  
Signature   
Name and Title Michael Ivan Sandoval, President  
Dated March 10, 2023

**NON-COLLUSION AFFIDAVIT**



Addendum No. 1

RFB # PS-03 (CS#22-05)  
Fire Station 66 Electrical Upgrades

Prepared by: City of Beaumont  
550 E. 6<sup>th</sup> Street  
Beaumont, CA 92223

The following corrections, additions, deletions, and/or modifications to the above proposal package, by this reference, shall be incorporated therein:

**JOB-SITE INSPECTION**

A job-site inspection (walk-through) is scheduled for Wednesday, March 1, 2023 at 1:00 P.M.

Interested parties should meet outside Riverside County Fire Department, Station 66 located at 628 Maple Avenue, Beaumont, CA 92223.

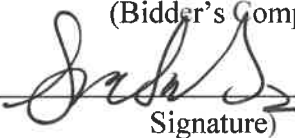
ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.

Any questions regarding this should be sent to:

Grace Wichert  
[gwichert@beaumontca.gov](mailto:gwichert@beaumontca.gov)

By: SMART CITY ELECTRIC GROUP  
(Bidder's Company Name)

Date Received by Bidder:

 (Bidder's  
Signature)

02/27/2023

Michael Ivan Sandoval

(Type or Print Name)

Bidder shall include a signed copy of this Addendum No. 1 with the bid proposal.

End of Addendum No. 1



CIP PS-03 Fire Station 66 Electrical Upgrades

Addendum No. 1

Request for Clarifications (RFC) Questions

Q1. Does this electrical upgrade include replacing existing generator and ATS? If not, are there any plans to do so in the near future?

**City of Beaumont Response:**

Q2. I was just wondering if there is a site visit scheduled. I did not see it on the invite.

**City of Beaumont Response:**

Q3. Can you provide a projected start date for the project?

**City of Beaumont Response:**

Q4. What is the budget for this project?

**City of Beaumont Response:**

Q5. Can you provide photos of the existing Meter Main panel, ATS, A, B, and EM panels?

**City of Beaumont Response:**

Q6. Can you provide photos of the ceiling type (acoustic ceiling, hard ceiling)?

**City of Beaumont Response:**

Q7. Can you provide photos of the new location of the Service Meter main?

**City of Beaumont Response:**

Q8. Can you provide photos of the room that will be rewired to the EM Panel?

**City of Beaumont Response:**

Q9. What is the estimated cost for this project?

**City of Beaumont Response:**

Q10. Will there be site walk for this project?

**City of Beaumont Response:**

Q11. Is there an engineer's estimate?

**City of Beaumont Response:**

Q12. Would we be able to walk the site?

**City of Beaumont Response:**

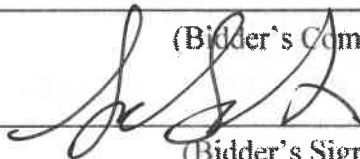
Q13. Could we possibly schedule a job walk for the CIP-PS-03 FIRE STATION 66 Electrical Upgrades. Project? We are putting together a Bid Proposal for the Project but would feel a lot more comfortable walking the job.

**City of Beaumont Response:**

Q13. For the city project CIP PS-03, are there any liquidated damages? I was looking over the specifications and didn't see any information about it?

**City of Beaumont Response:**

Any questions regarding this should be sent to:  
Grace Wichert  
[gwichert@beaumontca.gov](mailto:gwichert@beaumontca.gov)

By: SMART CITY ELECTRIC GROUP  
\_\_\_\_\_  
(Bidder's Company Name)  
  
\_\_\_\_\_  
(Bidder's Signature)

Date Received by Bidder:

03/01/2023

Michael Ivan Sandoval  
(Type or Print Name)

Bidder shall include a signed copy of this Addendum No. 1 with the bid proposal.

End of Addendum No. 1



CIP PS-03 Fire Station 66 Electrical Upgrades

Addendum No. 2

Request for Clarifications (RFC) Questions

Q1. Does this electrical upgrade include replacing existing generator and ATS? If not, are there any plans to do so in the near future?

**City of Beaumont Response: No the generator and ATS will not be replaced.**

Q2. I was just wondering if there is a site visit scheduled. I did not see it on the invite.

**City of Beaumont Response: Site visit was scheduled 3/1/23**

Q3. Can you provide a projected start date for the project?

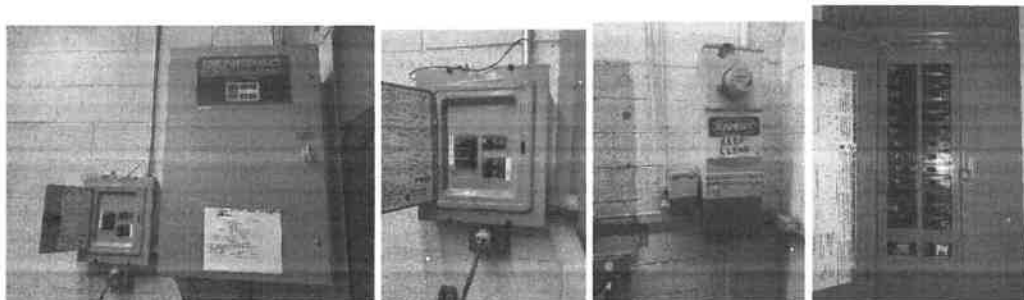
**City of Beaumont Response: Contract will go to council on April 18 for award. Project may start after that date.**

Q4. What is the budget for this project?

**City of Beaumont Response: This project is fully funded by our CIP (Capital Improvement Plan)**

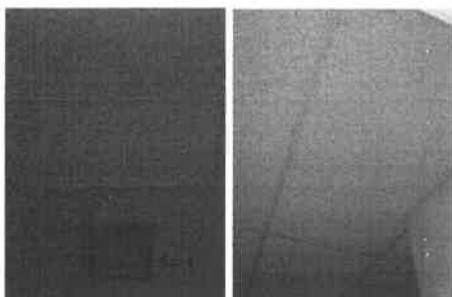
Q5. Can you provide photos of the existing Meter Main panel, ATS, A, B, and EM panels?

**City of Beaumont Response:**



Q6. Can you provide photos of the ceiling type (acoustic ceiling, hard ceiling)?

**City of Beaumont Response:**





Q7. Can you provide photos of the new location of the Service Meter main?

**City of Beaumont Response:**



Q8. Can you provide photos of the room that will be rewired to the EM Panel?

**City of Beaumont Response:**

Q9. What is the estimated cost for this project?

**City of Beaumont Response: This project is fully funded by our CIP (Capital Improvement Plan)**

Q10. Will there be site walk for this project?

**City of Beaumont Response: Site visit was scheduled 3/1/23**

Q11. Is there an engineer's estimate?

**City of Beaumont Response:**

Q12. Would we be able to walk the site?

**City of Beaumont Response: Site visit was scheduled 3/1/23**

Q13. Could we possibly schedule a job walk for the CIP-PS-03 FIRE STATION 66 Electrical Upgrades. Project? We are putting together a Bid Proposal for the Project but would feel a lot more comfortable walking the job.

**City of Beaumont Response: Site visit was scheduled 3/1/23**

Q13. For the city project CIP PS-03, are there any liquidated damages? I was looking over the specifications and didn't see any information about it?

**City of Beaumont Response: N/A**

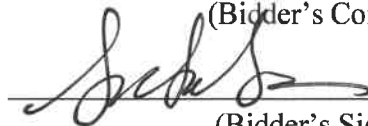
Any questions regarding this should be sent to:

Grace Wichert

[gwichert@beaumontca.gov](mailto:gwichert@beaumontca.gov)

SMART CITY ELECTRIC GROUP

By:

\_\_\_\_\_  
(Bidder's Company Name)  
  
\_\_\_\_\_  
(Bidder's Signature)

Date Received by Bidder:

03/08/2023

Michael Ivan Sandoval  
(Type or Print Name)

Bidder shall include a signed copy of this Addendum No. 2 with the bid proposal.

End of Addendum No. 2



CIP PS-03 Fire Station 66 Electrical Upgrades  
Addendum No. 3

REVISIONS

NOTICE INVITING BIDS- Bid Dates, Times and Locations as follows:

The Bid received by date and bid opening date are revised as follows:

**BID DATES, TIMES, & LOCATIONS:**

Bid Published:	February 9, 2023
<b>Bids Must Be Received By:</b>	<b>March 14, 2023 @ 2:00 P.M.</b>
Place Of Bid Receipt:	550 E. Sixth Street (City Hall) Beaumont, CA 92223
Questions In By:	February 23, 2023 @ 2:00 P.M.
<b>Bid Opening Date:</b>	<b>March 14, 2023 @ 2:15 P.M.</b>
Bid Opening Location:	550 E. Sixth Street (City Hall), Room 4 Beaumont, CA 92223

REQUEST FOR CLARIFICATION

**Q1.** Requesting an extension on the rfi due date. Since the job walk was held 3/1/23 today.

**City of Beaumont Response:** Due date has been extended to March 14, 2023 at 2:00 P.M.

**Q2.** Is the owner providing a temporary trailer for the firefighters or is the contractor providing the temporary trailer? During the time work is being done in the barracks area.

**City of Beaumont Response:** City will coordinate and be responsible for.

**Q3.** Is a temporary generator required for the project during the shutdown?

**City of Beaumont Response:** No.

**Q4.** Is MC Cable permitted to use in certain above ceiling locations. Ex.) From office to new panel EM

**City of Beaumont Response:** MC Cable is permissible in the drop ceiling if they meet the following:

1. The cable will be secured to the building structure roof deck, meeting all the requirements of 330.30 and not supported on the drop ceiling.
2. The drop ceiling is not a fire-rated cavity.

**Q5.** Would the bid due date extend?

**City of Beaumont Response:** Due date has been extended to March 14, 2023 at 2:00 P.M.

Any questions regarding this should be sent to:

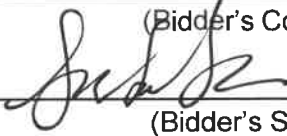
Grace Wichert  
[gwichert@beaumontca.gov](mailto:gwichert@beaumontca.gov)

SMART CITY ELECTRIC GROUP

By:

\_\_\_\_\_

(Bidder's Company Name)

  
\_\_\_\_\_

(Bidder's Signature)

Date Received by Bidder:

Michael Ivan Sandoval

03/08/2023

\_\_\_\_\_  
(Type or Print Name)

Bidder shall include a signed copy of this Addendum No. 3 with the bid proposal.

End of Addendum No.3

# SMART CITY ELECTRIC GROUP

23003 Ventura Blvd.

Woodland Hills, CA 91364

Phone 818-225-0633 Email [infosmartcity@yahoo.com](mailto:infosmartcity@yahoo.com)

License #1081062

## LIST OF REFERENCES

Project Name: Columbus High School – Electrical Work  
Location: Downey, CA  
Owner: Downey Unified School District  
Owner Contact (name, current phone number, and email):  
Annie Aung, Facilities Construction Coordinator, (562) 469-6752, [aaung@dusd.net](mailto:aaung@dusd.net)  
Description of Project, Scope of Work Performed: Electrical Work  
Total Value of Construction (including change orders): \$291,500.00  
Original Scheduled Completion Date: 03/16/2022  
Time Extensions Granted (number of days): n/a  
Actual Date of Completion: 03/16/2022 NO CLAIMS

---

Project Name: Schroeder Hall ADA Entry Ramp Lighting Project  
Location: Rohnert Park, CA  
Owner: Sonoma State University  
Owner Contact (name, current phone number, and email): Bill Fulton, Facility Project Supervisor  
707-664-3267 [fultonw@sonoma.edu](mailto:fultonw@sonoma.edu)  
Description of Project, Scope of Work Performed: Electrical Work Contract No. 122115  
Total Value of Construction (including change orders): \$23,998.00  
Original Scheduled Completion Date: 09/21/2022  
Time Extensions Granted (number of days): n/a  
Actual Date of Completion: 08/10/2022 NO CLAIMS

---

Project Name: CDVA - ELECTRIC VEHICLE SUPPLY EQUIPMENT VENTURA  
Location: Ventura, CA  
Owner: DEPARTMENT OF VETERANS AFFAIRS, State of California  
Owner Contact (name, current phone number, and email):  
Ryan Allgood, Project Director I, 916 375-4115, [Ryan.Allgood@dgs.ca.gov](mailto:Ryan.Allgood@dgs.ca.gov)  
Description of Project, Scope of Work Performed: Electrical Work  
Total Value of Construction (including change orders): \$146,000.00  
Original Scheduled Completion Date: 05/30/2022  
Time Extensions Granted (number of days): n/a  
Actual Date of Completion: 09/02/2022 NO CLAIMS

---

Project Name: Cameras Installation  
Location: Porterville, CA  
Owner: Burton School District  
Owner Contact (name, current phone number, and email):  
Don Scott, IT Manager, Burton School District 559-788-6418 x-10005, [dscott@burtonschools.org](mailto:dscott@burtonschools.org)  
Description of Project, Scope of Work Performed: Electrical Work  
Total Value of Construction (including change orders): \$160,000.00  
Original Scheduled Completion Date: 09/08/2022  
Time Extensions Granted (number of days): n/a  
Actual Date of Completion: 09/08/2022 NO CLAIMS

---

Project Name: Electric Vehicle Charging Stations Improvements at City Facilities  
Location: Paramount, CA  
Owner: City of Paramount  
Owner Contact (name, current phone number, and email): Rafael Casillas, City Engineer  
562-220-2220 [rcasillas@paramountcity.com](mailto:rcasillas@paramountcity.com)  
Description of Project, Scope of Work Performed: Install EV charging stations and electrical improvements Project #9290  
Total Value of Construction (including change orders): \$162,000.00  
Original Scheduled Completion Date: 12/23/2022  
Time Extensions Granted (number of days): n/a  
Actual Date of Completion: 12/23/2022 NO CLAIMS

# SMART CITY ELECTRIC GROUP

23003 Ventura Blvd.

Woodland Hills, CA 91364

Phone 818-225-0633 Email [infosmartcity@yahoo.com](mailto:infosmartcity@yahoo.com)

License #1081062

## TRADE REFERENCES

### MAIN ELECTRIC SUPPLY

Thomas Mejia, Branch Operations/ Sales

818-534-2900 [thomas.mejia@mainelectricsupply.com](mailto:thomas.mejia@mainelectricsupply.com)

20931 Nordhoff St., Chatsworth, CA 91311

### Walters Wholesale Electric

Enrique Camacho/sales

P.562-949-0215 F.562-949-4396 [enrique.camacho@walterswholesale.com](mailto:enrique.camacho@walterswholesale.com)

11911 Hamden Place Santa Fe Springs, CA 90670

### Cal-State Site Services

(800) 499-575 [accounting@rentfenceandtoilets.com](mailto:accounting@rentfenceandtoilets.com)

4518 Industrial Street Simi Valley, CA 93063

### CED Greater LA I Project Manager

6781 8<sup>th</sup> Street I Buena Park I CA 90620

p. (657) 325-7450 Kc D. Lee

[klee@cedgreaterla.com](mailto:klee@cedgreaterla.com)

**CITY OF BEAUMONT  
PUBLIC WORKS AGREEMENT**

This PUBLIC WORKS AGREEMENT (“Agreement”) is made and effective May 2, 2023 by and between the City of Beaumont, a municipal corporation (“CITY”), and Smart City Electric Group, Inc. (“CONTRACTOR”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**I. SCOPE OF WORK**

The CONTRACTOR shall perform within the time set forth in Article 2 of this Agreement and shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the Riverside County Fire Department Station 66 Electrical Upgrades Project (hereinafter “Project”). CITY’s Invitation for Bids (“Invitation”) for the Project, dated February 9, 2023, and CONTRACTOR’s Bid in response to the Invitation, dated March 14, 2023, are attached hereto as Exhibits A and B, respectively and incorporated herein by this reference. The Scope of Work for the Project is set forth in the Invitation. In the event that any terms of the Bid are different from the Invitation for Bids, the Invitation for Bids shall control. Any additional terms in the Bid that purport to bind the City to any additional terms not contained in this Agreement and related attachments shall not be binding on the City.

By entering into this Agreement, CONTRACTOR acknowledges that there may be other contractors on the site whose work will be coordinated with that of its own. CONTRACTOR expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other separate contractors, the CITY, the Construction Manager, the Engineer, or utilities. CONTRACTOR also expressly agrees that, in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the CONTRACTOR will have no remedy, and hereby expressly waives any remedy against the CITY, the Construction Manager (if any), and the Engineer on account of delay, hindrance, interference or other events.

**II. TIME FOR PROJECT COMPLETION**

All of CONTRACTOR’s work on the Project shall be completed within durations established for the individual activities. All work shall commence ten (10) calendar days after receiving a written Notice of Award from the CITY or Construction Manager, if a Construction Manager is employed by CITY on the Project. CONTRACTOR shall refer to the invitations for bids, and Project Plans and Specifications, all of which, as set forth below, are incorporated herein by reference, for contractual obligations regarding individual activity durations.

**III. THE CONTRACT SUM**

The CITY shall pay to the CONTRACTOR for the performance of this Agreement, subject to any additions and deductions provided in the Project documents, the sum of Sixty Three Thousand Forty Five Dollars and Twenty Cents (\$63,045.20).

**IV. PROGRESS PAYMENTS**

Based upon Applications for Payment submitted to the Engineer by the CONTRACTOR and Certificates for Payment issued by the Engineer, the CITY shall make progress payments on account of the Contract Sum to the CONTRACTOR as provided in the General Conditions, which are fully incorporated into this Agreement by this reference.

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

**V. INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT**

CONTRACTOR shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions



are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

## **VI. PREVAILING WAGES**

- A. Contractor shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the “General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1”, for Riverside County. Wage rates shall conform with those posted at Beaumont City Hall and the Project site.
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
  - 1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
  - 2. Section 1777.4 - Apprenticeship Requirements.
  - 3. Section 1777.5 - Apprenticeship Requirements.
  - 4. Section 1813 - Penalty for Failure to Pay Overtime.
  - 5. Sections 1810 and 1811 - Working Hour Restrictions.
  - 6. Section 1775 - Payroll Records.
  - 7. Section 1773.8 - Travel and Subsistence Pay.

## **VII. RECORD AUDIT**

In accordance with Government Code, Section 8546.7, records of both the CITY and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

## **VIII. FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be paid by the CITY to the CONTRACTOR no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of Completion, provided the work has then been completed, the Agreement fully performed, and a final Certificate for Payment has been issued by the Engineer.

**IX. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT**

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

**X. INSURANCE**

Prior to the beginning of and throughout the duration of the Project, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. Attached hereto as Exhibit C are copies of Certificates of Insurance and the waiver of subrogation endorsement as required by Section 6.B.1. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess

of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to CITY.

#### **A. Types of Insurance**

Without limiting CONTRACTOR's indemnification of CITY, and prior to commencement of Work, CONTRACTOR shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to CITY:

- 1. General liability insurance.** CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
- 2. Automobile liability insurance.** CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
- 3. Umbrella or excess liability insurance.** If CONTRACTOR is using umbrella coverage to meet part of its liability insurance requirements under Paragraph 1 of this Section, CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury, completed operations and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:
  - A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
  - Pay on behalf of wording as opposed to reimbursement;
  - Concurrence of effective dates with primary policies;
  - Policies shall "follow form" to the underlying primary policies; and
  - Insureds under primary policies shall also be insureds under the umbrella or excess policies.

- 4. Workers' compensation insurance.** CONTRACTOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

CONTRACTOR shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.

- 5. Pollution liability insurance.** Environmental Impairment Liability Insurance shall be written on a CONTRACTOR's Pollution Liability form or other form acceptable to CITY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The CITY, its officials, officers, agents, and employees, shall be included as insureds under the policy.

- 6. Builder's risk insurance.** Upon commencement of construction and with approval of CITY, CONTRACTOR shall obtain and maintain builder's risk insurance for the entire duration of the Project until only the CITY has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be CONTRACTOR and CITY, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may

appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to CITY. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the CITY. The CITY will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to CITY to ensure adequacy of terms and sublimits and shall be submitted to the CITY prior to commencement of construction.

## **B. Other provisions or requirements**

- 1. Proof of insurance.** CONTRACTOR shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by CITY's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 2. Duration of coverage.** CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers,

officials, employees, and agents shall continue as additional insureds under such policies.

- 3. Primary/noncontributing.** Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.
- 4. CITY's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement.
- 5. Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's risk manager.
- 6. Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- 7. Enforcement of contract provisions (non estoppel).** CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

- 8. Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
- 9. Notice of cancellation.** CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
- 10. Additional insured status.** General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
- 11. Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.
- 12. Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
- 13. Pass through clause.** CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon

request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.

**14. CITY's right to revise requirements.** The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the CITY and CONTRACTOR may renegotiate CONTRACTOR's compensation.

**15. Self-insured retentions.** Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

**16. Timely notice of claims.** CONTRACTOR shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

**17. Additional insurance.** CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

## **XI. CONTRACTOR'S LICENSE**

CONTRACTOR must possess at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing. CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

## **XII. REGISTRATION REQUIREMENTS**

A. Pursuant to Section 1771.1(a) of the Labor Code:

"A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered



contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

B. CONTRACTOR must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. CONTRACTOR must ensure registration with the DIR that is active and in good standing.

C. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

C. The CONTRACTOR is not subject to public works requirements (including registration with the DIR) if the public works project is under \$1,000, unless the CITY knows that the same CONTRACTOR will be awarded total project costs in excess of \$1,000 for a given year.

### **XIII. CORPORATION IN GOOD STANDING**

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Michael Ivan Sandoval whose title is President is authorized to act for and bind the corporation.

### **XIV. PROVISIONS REQUIRED BY LAW**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

### **XV. SUBSURFACE HAZARDOUS MATERIALS**

- A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the CITY in writing of any:
1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
  2. Subsurface or latent physical conditions at the site differing from those indicated.
  3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the CONTRACT.
- B. Upon receipt of said notification the CITY will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of or the time required for performance of any part of the work, the CITY will issue a change order under the procedures described in the General Conditions.
- C. In the event that a dispute arises between the CITY and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. The CONTRACTOR shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

**XVI. COMPONENT PARTS OF THE CONTRACT**

This Agreement entered into consists of the following CONTRACT DOCUMENTS, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

- |  |  |
|--|--|
| <input type="checkbox"/> Notice Inviting Bids      | <input type="checkbox"/> Labor and Materials Payment Bond    |
| <input type="checkbox"/> Scope of Work Summary     | <input type="checkbox"/> General and Supplemental Conditions |
| <input type="checkbox"/> Information for Bidders   | <input type="checkbox"/> Special Conditions                  |
| <input type="checkbox"/> Bid Form                  | <input type="checkbox"/> Project Construction Schedule       |
| <input type="checkbox"/> Non-Collusion Affidavit   | <input type="checkbox"/> Proposed Subcontractors             |
| <input type="checkbox"/> Site Visit Certification  |  |
| <input type="checkbox"/> Faithful Performance Bond |  |

- |  |   |
|--|---|
| <input type="checkbox"/> Bid Bond                          | <input type="checkbox"/> Addenda                            |
| <input type="checkbox"/> Information Required of Bidder    | <input type="checkbox"/> Drawings                           |
| <input type="checkbox"/> Construction Services Agreement   | <input type="checkbox"/> Change Orders                      |
| <input type="checkbox"/> Certificate Regarding Worker's    | <input type="checkbox"/> Shop Drawing Transmittals          |
| <input type="checkbox"/> Compensation                      | <input type="checkbox"/> Contractor's Certificate Regarding |
| <input type="checkbox"/> Drug-free Workplace Certification | <input type="checkbox"/> Non-Asbestos Containing            |
| <input type="checkbox"/> Plans and Specifications          | Materials   |

All of the above-named CONTRACT DOCUMENTS are intended to be complementary. Work required by one of the above-named CONTRACT DOCUMENTS and not by others shall be done as if required by all.

**XVII. ENTIRE CONTRACT**

This Agreement constitutes the entire contract of the parties. No other agreements or contracts, whether oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

[Signatures on following page.]

**SIGNATURE PAGE TO**  
**CITY OF BEAUMONT**  
**PUBLIC WORKS AGREEMENT**

**CITY:**

CITY OF BEAUMONT

By:

\_\_\_\_\_  
Julio Martinez III, Mayor

**CONTRACTOR:**

SMART CITY ELECTRIC GROUP

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF BEAUMONT  
PUBLIC WORKS AGREEMENT**

**EXHIBIT "A"**

CITY'S INVITATION FOR BIDS

FEBRUARY 9, 2023



**Website:**  
<http://beaumontca.gov/>

**Address:**  
550 E. 6<sup>th</sup> Street  
Beaumont, CA 92223

**Phone:**  
951.769.8520

**REQUEST FOR BID**  
**FOR:**  
**CIP PS-03 FIRE STATION 66 ELECTRICAL UPGRADES**

**CRITICAL BID DATES, TIMES, & LOCATIONS**

Bid Published:	February 9, 2023
Bids Must Be Received By:	March 9, 2023 @ 11:00 A.M.
Place Of Bid Receipt:	550 E. Sixth Street (City Hall)
Questions In By:	February 23, 2023 @ 2:00 P.M.
Bid Opening Date:	March 9, 2023 @ 11:15 A.M.
Bid Opening Location:	550 E. Sixth Street (City Hall), Room 4

**CONTACT:**

Grace Wichert  
Procurement and Contracts Specialist  
[gwichert@beaumontca.gov](mailto:gwichert@beaumontca.gov)

**RFB AVAILABLE:**

[WWW.PUBLICPURCHASE.COM](http://WWW.PUBLICPURCHASE.COM)  
[HTTPS://WWW.BEAUMONTCA.GOV/949/BIDS-AND-RFPs](https://WWW.BEAUMONTCA.GOV/949/BIDS-AND-RFPs)



**CITY OF BEAUMONT**  
**CALIFORNIA**  
**CONTRACT DOCUMENTS & SPECIFICATIONS**  
**FOR:**  
**CIP PS-03 FIRE STATION 66 ELECTRICAL UPGRADES**



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## NOTICE INVITING BIDS

The City of Beaumont ("City") is soliciting bids for:

### CIP PS-03 FIRE STATION 66 ELECTRICAL UPGRADES

#### BID DATES, TIMES, & LOCATIONS:

Bid Published:	February 9, 2023
Bids Must Be Received By:	March 9, 2023 @ 11:00 A.M.
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Bid Opening Date:	March 9, 2023 @ 11:15 A.M.
Bid Opening Location:	550 E. Sixth Street (City Hall), Room 4 Beaumont, CA 92223

Bids received after this time will be discarded. Bids shall be valid for 90 calendar days after the bid opening date. Bids must be submitted on the City's Bid Forms. Bids must be prepared on the approved Bid forms and in the manner prescribed in the Instructions to Bidders. Bids must be submitted with the following subject:

### **"CIP PS-03 FIRE STATION 66 ELECTRICAL UPGRADES"**

#### LOCATION OF WORK:

The work is to be completed at the Riverside County Fire Department, Station 66 located at 628 Maple Ave, Beaumont, CA 92223.

#### DESCRIPTION OF WORK:

The proposed work shall be performed in accordance with the contract documents, including but not limited to the general conditions, special conditions, technical specifications, contract drawings, permits, and all other reference documents.

In general, the work includes electrical upgrades of the Riverside County Fire Department, Station 66 located at 628 Maple Ave, Beaumont, CA 92223 which includes panel/meter upgrades, rewiring/recircuiting, and installation of new equipment. Detailed work includes, but is not limited to, removals, demolition, panel/meter replacement installation, and Review and rewire as necessary to meet current CEC requirements for all outlet and circuit terminations.

#### CONTRACT LENGTH:

The work for this contract shall not exceed 120 calendar days. Contract time shall

### NOTICE INVITING BIDS



commence upon issuance of the Notice to Proceed from the City.

**AWARD OF CONTRACT:**

The City shall award the Contract for the Project to the lowest responsive, responsible bidder as determined from the base bid. The City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

The City of Beaumont hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit Bids in response to this Notice, and that minorities nor minority business enterprises will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract. For further information, please see the form titled "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)" within the Bid Documents.

**CONTRACT DOCUMENTS AND SPECIFICATION:**

Copies of the Contract Documents and Specification are available for inspection at no cost to the bidder at City Hall. The documents can also be downloaded from the City's Website (<https://www.beaumontca.gov>) and [WWW.PUBLICPURCHASE.COM](http://WWW.PUBLICPURCHASE.COM) and reviewed at no cost.

**BID & BIDDER:**

Bids must be accompanied by cash, a certified or cashier's check, or a Bid Bond in favor of the City in an amount not less than ten percent (10%) of the submitted Total Bid Price.

Each bid shall be accompanied by the security referred to in the Contract Documents, the non-collusion affidavit, the list of proposed subcontractors, and all additional documentation required by the Instructions to Bidders.

The successful bidder will be required to furnish the City with a Performance Bond equal to 100% of the successful bid, and a Payment (Labor and Materials) Bond equal to 100% of the successful bid, prior to execution of the Contract. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California.

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract:

- California "C-10" license – Electrical Contracting

**FOR FURTHER INFORMATION CONTACT:**

Grace Wichert

**NOTICE INVITING BIDS**

City of Beaumont  
Request for bid



RIVERSIDE COUNTY FIRE DEPT.  
STATION 66 ELECTRICAL UPGRADES  
CIP PS-03

E-mail: [gwichert@beaumontca.gov](mailto:gwichert@beaumontca.gov)

**NOTICE INVITING BIDS**

3

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## INSTRUCTIONS TO BIDDERS

### AVAILABILITY OF CONTRACT DOCUMENTS:

Bids must be submitted to the City on the Bid Forms which are a part of the Bid Package for the Project. Prospective bidders may obtain one (1) complete set of Contract Documents at no cost. Contract Documents may be obtained from the City at the location(s) and at the time(s) indicated in the Notice Inviting Bids. Prospective bidders are encouraged to telephone in advance to determine the availability of Contract Documents. Any applicable charges for the Contract Documents are outlined in the Notice Inviting Bids. The City may also make the Contract Documents available for review at one or more plan rooms, as indicated in the Notice Inviting Bids. Please Note: Prospective bidders who choose to review the Contract Documents at a plan room must contact the City to obtain the required Contract Documents if they decide to submit a bid for the Project.

### EXAMINATION OF CONTRACT DOCUMENTS:

The City has made copies of the Contract Documents available, as indicated above. Bidders shall be solely responsible for examining the Project Site and the Contract Documents, including any Addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

### INTERPRETATION OF CONTRACT DOCUMENTS

Discrepancies in, and/or omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of the City by submission of a written request for an interpretation or correction to the City. Such submission, if any, must be sent by email to [gwichert@beaumontca.gov](mailto:gwichert@beaumontca.gov). Any interpretation of the Contract Documents will be made only by written addenda duly issued and mailed or delivered to each person or firm who has purchased a set of Contract Documents. The City will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any bidder, and no bidder should rely on any such oral interpretation. Bids shall include complete compensation for all items that are noted in the Contract Documents as the responsibility of the Contractor.

### INSPECTION OF SITE:

Each prospective bidder is responsible for fully acquainting itself with the conditions of the Project Site (which may include more than one site), as well as those relating to the construction and labor of the Project, to fully understand the facilities, difficulties and

## INSTRUCTIONS TO BIDDERS



restrictions which may impact the cost or effort required to complete the Project.

#### ADDENDA:

The City reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written Addenda. All addenda issued by the City shall be included in the bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the City issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of bids, the City will extend the deadline for submission of bids. The City may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date. Each prospective bidder shall provide City a name, address and facsimile number to which Addenda may be sent, as well as a telephone number by which the City can contact the bidder. Copies of Addenda will be furnished by facsimile, first class mail, express mail or other proper means of delivery without charge to all parties who have obtained a copy of the Contract Documents and provided such current information. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each bidder should contact the Public Works Department to verify that he has received all Addenda issued, if any, prior to the bid opening.

#### ALTERNATE BIDS

If alternate bid items are called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid only. However, the City may choose to award the contract on the basis of the base bid alone or the base bid and any alternate or combination of alternates. The time required for completion of the alternate bid items has been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The City may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work, accordingly each Bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the Bidder.

#### COMPLETION OF BID FORMS

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute bid forms other than clear and correct photocopies of those provided by the City will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. **USE OF BLACK OR BLUE INK, INDELIBLE PENCIL, COMPUTER OR A TYPEWRITER IS REQUIRED.** Deviations in the bid form may result in the bid being deemed non-responsive.

### INSTRUCTIONS TO BIDDERS



#### MODIFICATIONS OF BIDS:

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered, unless the Notice Inviting Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

#### DESIGNATION OF SUBCONTRACTORS:

Pursuant to the funding regulation, the Bidders must designate the name and location of each subcontractor who will perform work or render services for in the amount of \$500, as well as the portion of work each such subcontractor will perform on the form provided herein by the City. No additional time will be provided to bidders to submit any of the requested information in the Designation of Subcontractor form.

#### LICENSING REQUIREMENTS:

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Section 7028.5 of the Business and Professions Code, the City shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the City shall reject the Bid. The City shall have the right to request, and Bidders shall provide within five (5) calendar days, evidence satisfactory to the City of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract. Please also note that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

#### SIGNING OF BIDS:

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom. If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed

### **INSTRUCTIONS TO BIDDERS**



under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

**BID GUARANTEE (BOND):**

Each bid shall be accompanied by: (a) cash; (b) a certified check made payable to the City; (c) a cashier's check made payable to the City; or (d) a bid bond payable to the City executed by the bidder as principal and surety as obligor in an amount not less than 10% of the maximum amount of the bid. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The cash, check or bid bond shall be given as a guarantee that the bidder shall execute the Contract if it be awarded to the bidder, shall provide the payment and performance bonds and insurance certificates and endorsements as required herein within ten (10) calendar days after notification of the award of the Contract to the bidder. Failure to provide the required documents may result in forfeiture of the bidder's bid deposit or bond to the City and the City may award the Contract to the next lowest responsive, responsible bidder, or may call for new bids.

**SUBMISSION OF BIDS:**

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be mailed or hand delivered to the City at the place and to the attention of the person indicated in the Notice Inviting Bids. No oral or telephonic bids will be considered. No forms transmitted via facsimile, or any other electronic means will be considered unless specifically authorized by City as provided herein.

Only where expressly permitted in the Notice Inviting Bids, may Bidders submit their bids via electronic transmission pursuant to Public Contract Code Sections 1600 and 1601. The acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids. City reserves the right to not accept electronically transmitted bids where not specifically authorized in the Notice Inviting Bids, and may reject any bid not strictly complying with City's designated methods for delivery.

**DELIVERY AND OPENING OF BIDS**

Bids will be received by the City at the address shown in the Notice Inviting Bids up to the date and time shown therein. It is the Bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated.

Bids will be opened at the date and time stated in the Notice Inviting Bids, and the amount of each Bid will be read aloud and recorded. All Bidders may, if they desire, attend the opening of Bids at the address specified in the NIB. The City may in its sole discretion, elect to postpone the opening of the submitted Bids. City reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

**INSTRUCTIONS TO BIDDERS**



#### WITHDRAWAL OF BID:

Prior to bid opening, a Bid may be withdrawn by the Bidder only by means of a written request signed by the Bidder or its properly authorized representative.

#### BASIS OF AWARD; BALANCED BIDS:

The City shall award the Contract to the lowest responsive, responsible Bidder submitting a responsive Bid. The City may reject any Bid which, in its opinion when compared to other bids received or to the City's internal estimates, does not accurately reflect the cost to perform the Work. The City may reject as non-responsive any bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

#### DISQUALIFICATION OF BIDDERS; INTEREST IN MORE THAN ONE BID:

No bidder shall be allowed to make, submit or be interested in more than one bid. However, a person, firm, corporation or other entity that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other bidders submitting a bid to the City. No person, firm, corporation, or other entity may submit subproposal to a bidder, or quote prices of materials to a bidder, when also submitting a prime bid on the same Project.

#### INSURANCE REQUIREMENTS:

The successful bidder shall procure the insurance in the form and in the amount specified in the Contract Documents.

#### AWARD PROCESS:

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the City Council may award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment (Labor and Materials) Bond; and (3) the required insurance certificates and endorsements. Once the City notifies the Bidder of the award, the Bidder will have ten (10) consecutive calendar days from the date of this notification to execute the Contract and supply the City with all of the required documents and certifications. Regardless whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run ten (10) calendar days from the date of the notification. Once the City receives all of the properly drafted and executed documents and certifications from the Bidder, the City shall issue a Notice to Proceed to that Bidder.

#### FILING OF BID PROTESTS

Bidders may file a "protest" of a Bid with the City's City Engineer. In order for a Bidder's protest to be considered valid, the protest must:

- Be filed in writing within five (5) calendar days after the bid opening date;
- Clearly identify the specific irregularity or accusation;
- Clearly identify the specific City staff determination or recommendation

### **INSTRUCTIONS TO BIDDERS**





- being protested;
- Specify, in detail, the grounds of the protest and the facts supporting the protest; and
  - Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid. If the protest is valid, the City's City Engineer, or other designated City staff member, shall review the basis of the protest and all relevant information. The City Engineer will provide a written decision to the protestor. The protestor may then appeal the decision of the City Engineer to the City Manager.

**WORKERS COMPENSATION:**

Each bidder shall submit the Contractor's Certificate Regarding Workers' Compensation form.

**SUBSTITUTION OF SECURITY:**

The Contract Documents call for monthly progress payments based upon the percentage of the work completed. The City will retain five percent (5%) of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the City will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

**PREVAILING WAGES:**

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the County of Riverside in which the work is to be done, have been determined by the Director of the Department of Industrial Relations, State of California. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at [www.dir.ca.gov](http://www.dir.ca.gov). Future effective prevailing wage rates which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Contract is subject to compliance monitoring and enforcement by the DIR. Beginning March 1, 2015, with very limited exceptions, no contractor or subcontractor may be listed on a bid proposal for this Contract unless registered with the DIR pursuant to Labor Code section 1725.5. Beginning April 1, 2015, no contractor or subcontractor may be awarded this Contract unless registered with the DIR pursuant to Labor Code section 1725.5. The DIR registration number for each contractor and subcontractor must be identified on the bid proposal - failure to identify this number could result in the bid being rejected as non-responsive. It is each bidder's responsibility to ensure that they have fully complied with SB 854. The City will report all necessary contracts to the DIR as required by the Prevailing Wage Laws.



**DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS:**

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

**PERFORMANCE AND PAYMENT BOND REQUIREMENTS:**

Within the time specified in the Contract Documents, the Bidder to whom a Contract is awarded shall deliver to the City four identical counterparts of the Performance Bond and Payment (Labor and Materials) Bond in the form supplied by the City and included in the Contract Documents. Failure to do so may, in the sole discretion of City, result in the forfeiture of the Bid Guarantee. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Performance Bond and the Payment (Labor and Materials) Bond shall be for one hundred percent (100%) of the Total Bid Price.

**REQUEST FOR SUBSTITUTIONS**

The successful bidder shall comply with the substitution request provisions set forth in the Special Conditions, including any deadlines for substitution requests which may occur prior to the bid opening date.

**SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES**

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

**EXECUTION OF CONTRACT**

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The City may require appropriate evidence that the persons executing the Contract are duly empowered to do so.

**END OF INSTRUCTIONS TO BIDDERS**



## BID FORM

NAME OF BIDDER: \_\_\_\_\_

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

**CIP PS-03 RIVERSIDE COUNTY FIRE DEPT. STATION 66 ELECTRICAL UPGRADES**

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following BASE BID TOTAL BID PRICE:

BASE BID	BASE BID PRICE (IN WRITTEN FORM)	BID PRICE (IN NUMBERS)
TOTAL BID PRICE		

In case of discrepancy between the written price and the numerical price, the written price shall prevail.



**BASE BID**  
**BID SCHEDULE A**  
**CIP PS-03 RIVERSIDE COUNTY FIRE DEPT. STATION 66 ELECTRICAL UPGRADES**

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
1	Mobilization	1	LS		
2	Finishes	1	LS		
3	Demolition and Removal of old equipment	1	LS		
4	200 Amp Panelboard	1	EA		
5	100 Amp Panelboard	1	EA		
6	200 Amp Service Meter	1	EA		
7	3/4" Conduit	140	LF		
8	1.5" Conduit	460	LF		
9	2" Conduit	70	LF		
10	2.5" Conduit	60	LF		
11	600V, #12 Copper Conductor	1000	LF		
12	600V, #6 Copper Conductor	70	LF		
13	600V, #4 Copper Conductor	60	LF		
14	600V, 1/0 Copper Conductor	280	LF		
15	600V, 4/0 Copper Conductor	280	LF		
16	Reconnect existing Generator/ATS	1	LS		
17	Relocate Electrical SCE Service Drop	1	LS		
18	Associated Supports, Elbows, & Connector for Conduit	1	LS		
19	Reconnect existing Generator/ATS	1	LS		



ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT	UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
PROJECT BASE BID SUBTOTAL:				

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

In case of discrepancy between the written price and the numerical price, the written price shall prevail.



## BID CERTIFICATION

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors,

License No. \_\_\_\_\_

Expiration Date \_\_\_\_\_

Class of license \_\_\_\_\_

If the bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents:

1. Addenda No. \_\_\_\_\_ thru \_\_\_\_\_
2. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
3. Attached is the fully executed Non-Collusion Affidavit form.
4. Attached is the completed Designation of Subcontractors form.
5. Attached is the completed Bidder Information Form.
6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.

Bidder acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Dated \_\_\_\_\_



**CONTRACTOR'S CERTIFICATE REGARDING  
WORKERS' COMPENSATION**  
**CIP PS-03 RIVERSIDE COUNTY FIRE DEPT. STATION 66 ELECTRICAL  
UPGRADES**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Dated \_\_\_\_\_



## **BID BOND**

### **CIP PS-03 RIVERSIDE COUNTY FIRE DEPT. STATION 66 ELECTRICAL UPGRADES**

The makers of this bond are,

---

as Principal, and

---

, as Surety

and are held and firmly bound unto the City of Beaumont, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to CITY for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated \_\_\_\_\_, 20\_\_\_\_, for

### **CIP PS-03 RIVERSIDE COUNTY FIRE DEPT. STATION 66 ELECTRICAL UPGRADES**

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.





IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporation.

(Corporate Seal)

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

(Corporate Seal)

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

\_\_\_\_\_  
Title



STATE OF CALIFORNIA )  
 ) ss.  
CITY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2023, before me,  
\_\_\_\_\_, a Notary Public in and for said state, personally  
appeared \_\_\_\_\_, known to me to be the person  
whose name is subscribed to the within instrument as the Attorney-In-Fact of the  
(Surety) acknowledged to me that he subscribed the name of the  
\_\_\_\_\_ (Surety) thereto and his own name as Attorney-In-  
Fact.

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

Commission expires: \_\_\_\_\_

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding  
company must be attached hereto.



## DESIGNATION OF SUBCONTRACTORS

### CIP PS-03 RIVERSIDE COUNTY FIRE DEPT. STATION 66 ELECTRICAL UPGRADES

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount of \$500 or more.

\*\*\* Please list all subcontractor that exceed \$500\*\*\*

Portion of the Work	Subcontractor	Location of Business	% of Work



Portion of the Work	Subcontractor	Location of Business	% of Work

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Dated \_\_\_\_\_



**INFORMATION REQUIRED OF BIDDERS**  
**CIP PS-030 RIVERSIDE COUNTY FIRE DEPT. STATION 66 ELECTRICAL UPGRADES**

A. INFORMATION ABOUT BIDDER

[\*\*Indicate not applicable ("N/A") where appropriate.\*\*]

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: \_\_\_\_\_

2.0 Type, if Entity: \_\_\_\_\_

3.0 Bidder Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Facsimile Number Telephone Number

4.0 License Information:

\_\_\_\_\_  
License No. Class of License Expiration Date

\_\_\_\_\_  
DIR Registration No.

5.0 How many years has Bidder's organization been in business as a Contractor?

\_\_\_\_\_

6.0 How many years has Bidder's organization been in business under its present name? \_\_\_\_\_

5.1 Under what other or former names has Bidder's organization operated?

\_\_\_\_\_

**INFORMATION REQUIRED OF BIDDERS**



7.0 If Bidder's organization is a corporation, answer the following:

7.1 Date of Incorporation: \_\_\_\_\_

7.2 State of Incorporation: \_\_\_\_\_

7.3 President's Name: \_\_\_\_\_

7.4 Vice-President's Name(s): \_\_\_\_\_

7.5 Secretary's Name: \_\_\_\_\_

7.6 Treasurer's Name: \_\_\_\_\_

8.0 If an individual or a partnership, answer the following:

8.1 Date of Organization:  
\_\_\_\_\_

8.2 Name and address of all partners (state whether general or limited partnership):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9.0 If other than a corporation or partnership, describe organization and name principals: \_\_\_\_\_  
\_\_\_\_\_

10.0 List other states in which Bidder's organization is legally qualified to do business.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**INFORMATION REQUIRED OF BIDDERS**



11.0 What type of work does the Bidder normally perform with its own forces?

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12.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

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13.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract?

If so, attach a separate sheet of explanation:

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14.0 List Trade References:

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15.0 List Bank References (Bank and Branch Address):

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16.0 Name of Bonding Company and Name and Address of Agent:

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**B. LIST OF CURRENT PROJECTS (Backlog)**

[\*\*Duplicate Page if needed for listing additional current projects.\*\*]

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work	Contact Name & Phone



C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS

[\*\*Duplicate Page if needed for listing additional completed projects.\*\*]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project Client	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work	Contact Name & Phone



D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

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2. Summarize each person's specialized education:

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3. List each person's years of construction experience relevant to the project:

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4. Summarize such experience:

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Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.



Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

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E. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:  
I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Dated \_\_\_\_\_



**NON-COLLUSION AFFIDAVIT**  
**CIP PS-03 RIVERSIDE COUNTY FIRE DEPT. STATION 66 ELECTRICAL UPGRADES**

I, \_\_\_\_\_, being first duly sworn, deposes and says that he is of \_\_\_\_\_ the party making the attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Dated \_\_\_\_\_



## PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, \_\_\_\_\_ (hereinafter referred to as "City") has awarded to \_\_\_\_\_, (hereinafter referred to as the "Contractor") \_\_\_\_\_ an agreement for \_\_\_\_\_ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of \_\_\_\_\_ DOLLARS, (\$ \_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which



time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the CITY, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.



The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

[Remainder of Page Left Intentionally Blank.]





IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day  
of \_\_\_\_\_, 2023.

\_\_\_\_\_  
CONTRACTOR/PRINCIPAL

\_\_\_\_\_  
Name

By \_\_\_\_\_

SURETY:

By: \_\_\_\_\_

Attorney-In-Fact

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of  
premium charges, \$\_\_\_\_\_.  
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Agent or  
Representative for service of  
process in California, if different  
from above)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Telephone number of Surety and  
Agent or Representative for service  
of process in California)

\_\_\_\_\_



STATE OF CALIFORNIA )  
 ) ss.  
CITY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2023, before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument as the Attorney-In-Fact of the (Surety) acknowledged to me that he subscribed the name of the \_\_\_\_\_ (Surety) thereto and his own name as Attorney-In-Fact.

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

Commission expires: \_\_\_\_\_

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.



## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Beaumont (hereinafter designated as the "City"), by action taken or a resolution passed \_\_\_\_\_, 2023 has awarded to \_\_\_\_\_ hereinafter designated as the "Principal," a contract for the work described as follows:

\_\_\_\_\_ (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the City in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 3181 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.



It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed unoriginal thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal,  
if corporation)

\_\_\_\_\_  
Principal (Property Name of Contractor)

By \_\_\_\_\_  
(Signature of Contractor)

(Seal of Surety)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney in Fact

(Attached Attorney-In-Fact Certificate and Required Acknowledgements)

\*Note: Appropriate Notarial Acknowledgments of Execution by Contractor and +surety and a power of Attorney MUST BE ATTACHED.



**02 TECHNICAL SPECIFICATIONS**  
**CIP PS-03 RIVERSIDE COUNTY FIRE DEPT. STATION 66 ELECTRICAL**  
**UPGRADES**



# Beaumont Fire Station Electrical Upgrade

Riverside County Fire Department Station 66  
628 Maple Ave. Beaumont, CA 92223  
Specifications

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## SECTION 26 00 00 - GENERAL ELECTRICAL REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SCOPE

- A. Basic electrical requirements specifically applicable to Division 26 Sections.
- B. Work includes but is not necessarily limited to the following:
  - 1. Labor, materials, services, equipment, and appliances required for completion of tasks as indicated on drawing or in specification or as inherently necessary to provide complete and operational electrical systems including:
    - a. All temporary construction power including test power, temporary heat and lighting;
    - b. Incidental items not indicated on the drawings nor mentioned in the Specifications that belong to the work described, or are required to provide complete and operable systems, as though called out here in every detail;
    - c. Cleaning, cutting, patching, repairing and painting;
    - d. Testing and commissioning;
    - e. The Contractor shall coordinate this Section with all other Sections of the Specification.

#### 1.3 DRAWINGS AND SPECIFICATIONS

- A. Drawings accompanying these Specifications show intent of Work to be done. Specifications shall identify quality and grade of installation and where equipment and hardware is not particularly specified, Contractor shall provide submittals for all products and install them per manufacturers' recommendations, and in a workmanlike manner.
- B. Examine Drawings and Specifications for elements in connection with this Work; determine existing and new general construction conditions and be familiar with all limitations caused by such conditions.
- C. In the event of a conflict or inconsistency between items indicated on the plans and/or specifications or with code requirements, the note, specification or code which prescribes and establishes the more complete job or the higher standard prevail.
- D. Plans are intended to show general arrangement and extent of Work contemplated. Exact location and arrangement of parts shall be determined after the Owner has reviewed equipment, as Work progresses, to conform in best possible manner with surroundings, and as directed by the Owner's Representative.



- E. For purposes of clearness and legibility, the electrical drawings are essentially diagrammatic. The size and location of equipment is shown to scale where possible. The contractor shall verify all conditions, data information as indicated on the drawings and in the specification sections where electrical work interfaces with other trades.
- F. Contract Documents are intended to show the scope and general arrangement of the Work under this Contract. Drawings are not intended to be scaled for roughing in measurements or to serve as shop drawings. Where job conditions require minor changes or adjustments in the indicated locations or arrangement of the Work, such changes shall be made without change in the Contract amount.
- G. The contractor shall maintain as built drawings to reflect all changes made during construction and any deviations from the electrical drawings. This includes deviations from circuit numbers and any addition, deletion or relocation of fixtures/outlets shown on working drawings.

#### 1.4 UTILITIES

- A. Location and sizes of electrical, mechanical and plumbing service facilities are shown in accordance with data secured from existing record drawings and site observations. Data shown are offered as an estimating guide without guarantee of accuracy. Check and verify all data given, and verify exact location of all utility services pertaining to Work prior to excavation or performing Work.

#### 1.5 APPLICABLE REFERENCE STANDARDS, CODES AND REGULATIONS

- A. Meet requirements of all state codes having jurisdiction.
- B. State of California Code of Regulations:
  - 1. Title 8, Chapter 4. Division of Industrial Safety, Subchapter 5. Electrical Safety Orders (Cal/OSHA):
    - a. Low-Voltage Electrical Safety Orders (Sections 2299 - 2599)
    - b. High-Voltage Electrical Safety Orders (Sections 2700 - 2989)
  - 2. Title 19, State Fire Marshal Regulations
  - 3. Current California Building Code (CBC), Title 24, Part 2
  - 4. Current California Electrical Code, Title 24, Part 3
  - 5. Current California Mechanical Code, Title 24, Part 4
  - 6. Current California Plumbing Code, Title 24, Part 5
  - 7. Current California Energy Code, Title 24, Part 6
  - 8. Current California Fire Code, Title 24, Part 9
  - 9. Current California Standards Code, Title 24, Part 12
- C. Additional Referenced Standards:
  - 1. ANSI American National Standards Institute
  - 2. IEEE Institute of Electrical and Electronic Engineers
  - 3. NEMA National Electrical Manufacturer's Association
  - 4. NFPA National Fire Protection Association Standards
  - 5. UL Underwriters Laboratories

- D. Codes and ordinances having jurisdiction over Work are minimum requirements; but, if Contract Documents indicate requirements, which are in excess of those minimum requirements, then requirements of the Contract Documents shall be followed. Nothing in these drawings and specifications shall be construed to permit work not conforming to governing codes or regulations. Should there be any conflicts between Contract Documents or codes or any ordinances having jurisdiction, report these to the Owner's Representative.
- E. Obtain permits, and request inspections from authority having jurisdiction.

#### 1.6 PROJECT AND SITE CONDITIONS

- A. The arrangement of and connection to equipment shown on the Drawings is based upon information available and is not intended to show exact dimensions peculiar to a specific manufacturer. The Drawings are, in part, diagrammatic and some features of the illustrated equipment installations may require revision to meet actual equipment installation requirements. Structural supports, housekeeping pads, piping connections and adjacent equipment may have to be altered to accommodate the equipment provided. No additional payment will be made for such revisions or alterations.
- B. Examine all Drawings and Specifications to be fully cognizant of all work required under this Division.
- C. Examine site related work and surfaces before starting work of any Section.
- D. Install Work in locations shown on approved Drawings, unless prevented by Project conditions.
- E. Prepare drawings showing proposed rearrangement of Work to meet Project conditions, including changes to Work specified in other Sections. Obtain permission from the Owner's Representative before proceeding.

#### 1.7 COOPERATION WITH WORK UNDER OTHER DIVISIONS

- A. Cooperate with other trades to facilitate general progress of Work. Allow all other trades every reasonable opportunity for installation of their work.
- B. Work under this Division shall follow general building construction closely. Set pipe sleeves and inserts and verify that openings for chases and pipes are provided.
- C. Work with other trades in determining exact location of outlets, conduits, pipes, and pieces of equipment to avoid interference with lines required to maintain proper installation of Work.
- D. Make such progress in the Work to not delay work of other trades.

## 1.8 DISCREPANCIES

- A. The contractor shall check all drawings furnished to him immediately upon their receipt and shall promptly notify the owner of any discrepancies. Figures marked on drawings shall in general be followed in preference to scale measurements. Large scale drawings in general govern small scale drawings. The contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors which might have been avoided thereby. Where no figures or notations are given, the plans shall be followed
- B. Omissions from the Drawings or Specifications or the erroneous description of details of work which are manifestly necessary to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or erroneously described details of the work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.
- C. If any part of the Specifications or Drawings appears unclear or contradictory, apply to Owner's Representative for interpretation and decision as early as possible, including during bidding period. Do not proceed with such work without Owner Representatives decision. Beginning work of any Section constitutes acceptance of conditions.

## 1.9 CHANGES

- A. The Contractor shall be responsible to make and obtain approval from the Owner's Representative for all necessary adjustments in piping and equipment layouts as required to accommodate the relocations of equipment and/or devices, which are affected by any approved authorized changes or Product substitutions. All changes shall be clearly indicated on the "Record" drawings.

## 1.10 SUBMITTALS

- A. Refer to Division 01 for additional requirements.
- B. The manufacturer, contractor or supplier shall include a written statement that the submitted equipment, hardware or accessory complies with the requirement of that particular specification section.
- C. The manufacturer shall resubmit the specification section showing compliance with each respective paragraphs and specified items and features in that particular specification section.
- D. All exceptions shall be clearly identified by referencing respective paragraph and other requirements along with proposed alternative.
- E. Note that prior to acceptance of submittals for review, a submittal schedule shall be submitted to the Owner's Representative.

- F. Submit all Division 26 shop drawings and product data grouped and referenced by the specification technical section number in one complete submittal package.
- G. Shop Drawings:
1. Include installation details of equipment indicating proposed location, layout and arrangement, accessories, piping, and other items that must be shown to assure a coordinated installation.
  2. Indicate adequate clearance for operation, maintenance, and replacement of operating equipment devices.
  3. If equipment is rejected, revise drawings to show acceptable equipment and resubmit.
  4. Whenever more than one (1) manufacturer's product is specified, the first named product is the basis of design used in the Drawings and the use of alternate-named manufacturer's products or substitutes may require modifications to the design.
  5. The Contractor shall be responsible for all equipment ordered and/or installed prior to receipt of shop drawings returned from the Owner's Representative bearing the Owner's Representative stamp of "Reviewed". All corrections or modifications to the equipment as noted on the shop drawings shall be performed and equipment removed from the job site at the request of the Owner's Representative without additional compensation.
  6. Manufacturer's Data: For each manufactured item, provide current manufacturer's descriptive literature of cataloged products, certified equipment drawings, diagrams, performance and characteristic curves if applicable, and catalog cuts.
  7. Standard Compliance: When materials or equipment provided by the Contractor must conform to the standards of organizations such as American National Standards Institute (ANSI) or UL, submit proof of such conformance to the Owner Representative for approval. If an organization uses a label or listing to indicate compliance with a particular standard, the label or listing will be acceptable evidence, unless otherwise specified. In lieu of the label or listing, submit a certificate from an independent testing organization, which is competent to perform acceptance testing and is approved by the Owner Representative. The certificate shall state that the item has been tested in accordance with the specified organization's test methods and that the item conforms to the specified organization's standard.
  8. Certified Test Reports: Before delivery of materials and equipment, certified copies of all test reports specified in individual sections shall be submitted for approval.
  9. Certificates of Compliance or Conformance: Submit manufacturer's certifications as required on products, materials, finish, and equipment indicated in the technical sections. Certifications shall be documents prepared specifically for this Contract. Pre-printed certifications and copies of previously submitted documents will not be acceptable. The manufacturer's certifications shall name the appropriate products, equipment, or materials and the publication specified as controlling the quality of that item. Certification shall not contain statements to imply that the item does not meet requirements specified, such as "as good as"; or "achieve the same end use and results as materials formulated in accordance with the referenced publications"; or "equal or exceed the service and performance of the specified material." Certifications shall simply state that the item conforms to the requirements specified. Certificates shall be printed on the manufacturer's

letterhead and shall be signed by the manufacturer's official authorized to sign certificates of compliance or conformance.

- H. The Contractor shall submit all passcodes and passwords for any hardware and software required for the operations and troubleshooting in all systems and components no less than fourteen (14) calendar days prior to Final Completion.

#### 1.11 PROJECT RECORD DOCUMENTS

- A. Refer to Division 01 for additional requirements.
  - 1. All changes, deviations and information recorded on the "Project Record Drawings" set during Construction shall be redrafted using the latest version of AutoCAD or Revit, where applicable.
  - 2. Submit completed shop drawings to the Owner prior to completion in digital format.
  - 3. Contractor hand-marked or drafted redlined "Project Record Drawings" will not be accepted.

#### 1.12 PRODUCT ALTERNATIVES OR SUBSTITUTIONS

- A. Refer to General Conditions and Division 01 for additional requirements.

#### 1.13 OPERATING INSTRUCTIONS

- A. Furnish approved operating instructions for systems and equipment indicated in the technical sections for use by operation and maintenance personnel.

#### 1.14 MANUFACTURER'S RECOMMENDATIONS

- A. Where installation procedures or any part thereof are required to be in accordance with manufacturer's recommendations, furnish printed copies of the recommendations prior to installation. Installation of the item shall not proceed until recommendations are received. Failure to furnish recommendations shall be cause for rejection of the equipment or material.

#### 1.15 DELIVERY AND STORAGE

- A. Refer to Division 01 for additional requirements.
- B. Handle, store, and protect equipment and materials in accordance with the manufacturer's recommendations and with the requirements of NFPA 70B P, Appendix I, titled "Equipment Storage and Maintenance During Construction." Replace damaged or defective items with new items.

## 1.16 GUARANTEE

- A. Except as may be specified under other sections in the Specifications, guarantee all equipment furnished under the Specifications for a period of one year from date of project acceptance against defective workmanship and material and improper installation. Upon notification of failure, correct deficiency immediately and without cost to the Owner.
- B. Standard warranty of manufacturer shall apply for replacement of parts after expiration of the above period. Manufacturer shall furnish replacement parts to the Owner for their service agency as directed.

## PART 2 - PRODUCTS

### 2.1 COMPETITIVE PRODUCTS

- A. Unless otherwise noted, any reference in the Specification to any article, device, product, material, fixture, form, or type of construction by name, make, or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may at his option propose substitutions for such material in accordance with the substitution procedure outlined in the Contract Documents.

### 2.2 MATERIALS

- A. Provide all new materials and equipment, free from any defects, in first-class condition, and suitable for the space provided. Provide materials and equipment approved by UL authority having jurisdiction approved testing agency, wherever standards have been established by that agency.
- B. Where two or more units of the same class of material or equipment are required, provide products of a single manufacturer. Component parts of units or equipment need not be products of the same manufacturer.
- C. Unless otherwise indicated, provide materials and equipment which are the standard products of manufacturers regularly engaged in the production of such materials and equipment. Provide the manufacturers' latest standard design that conforms to these Specifications.
- D. Provide materials and equipment with manufacturers' standard finish system, except where otherwise specified. Provide manufacturers' standard finish color, except where specific color is indicated. If manufacturer has no standard color, finish equipment with ANSI Number 61, light gray color.
- E. Environmental and Seismic Conditions: Material and Equipment shall be designed to insure satisfactory operation and operational life in the environmental and seismic conditions which will prevail where they are being installed. Electrical equipment and enclosures shall be designed, constructed and certified to withstand external loading conditions as prescribed by the California Building Code for the locations of the equipment. Supplied equipment shall either be shake table tested and certified or

comprehensive seismic calculations shall be provided. All seismic calculations and structural drawings shall bear the seal of a Structural Professional Engineer currently licensed in the State of California. Earthquake design shall be based on the equivalent lateral force analysis procedure per ASCE 7-05 Section 12.8.

## PART 3 - EXECUTION

### 3.1 GENERAL

- A. Obtain and pay for all permits and inspections, including any independent testing required to verify standard compliance, and deliver certificates for same to the Owner's Representative.

### 3.2 WORK RESPONSIBILITIES

- A. The drawings indicate diagrammatically the desired locations or arrangement of piping, equipment, etc., and are to be followed as closely as possible. Proper judgment must be exercised in executing the work to secure the best possible installation in the available space and to overcome local difficulties due to space limitations or interference with structural conditions.
- B. The Contractor is responsible for the correct placing of Work and the proper location and connection of Work in relation to the work of other trades. Advise appropriate trade as to locations of access panels.
- C. In the event changes in the indicated locations or arrangements are necessary, due to developed conditions in the construction or rearrangement of furnishings or equipment, such changes shall be made without extra cost, providing the change is ordered before the conduit runs, etc. and work directly connected to same is installed and no extra materials are required.
- D. Where equipment is furnished by others, verify dimensions and the correct locations of this equipment before proceeding with the roughing-in of connections.
- E. All scaled and figured dimensions are approximate of typical equipment of the class indicated. Before proceeding with any work, carefully check and verify all dimensions, sizes, etc. with the drawings to see that the equipment will fit into the spaces provided without violation of applicable codes.
- F. Should any changes to the Work indicated on the Drawings or described in the Specifications be necessary in order to comply with the above requirements, notify the Owner immediately and cease work on all parts of the contract, which are affected until approval for any required modifications to the construction has been obtained from the Owner.
- G. Be responsible for any cooperative work, which must be altered due to lack of proper supervision or failure to make proper provisions in time. Such changes shall be under

direction of the Owner and shall be made to his satisfaction. Perform all Work with competent and skilled personnel.

- H. The electrical drawings do not indicate all fittings, hardware, or appurtenances required for a complete operating installation.
- I. Wiring diagrams are not intended to indicate the exact course of raceways.
- J. One-line and riser diagrams are only schematics and do not show physical arrangements of equipment.
- K. All workmanship, including aesthetic as well as electrical aspects of the Work, shall be of the highest quality consistent with the best practices of the trade.
- L. Replace or repair, without additional compensation, any Work, which, in the opinion of the Owner, does not comply with these requirements.

### 3.3 CLEANING & PAINTING OF EQUIPMENT

- A. Factory Applied:
  - 1. Electrical equipment shall have factory-applied painting systems, which shall, as a minimum, meet the requirements of NEMA ICS 6 corrosion-resistance test, except equipment specified to meet requirements of ANSI C37.20 shall have a finish as specified in ANSI C37.20.
  - 2. Refer to individual sections of this Division for more stringent requirements.
- B. Field Applied: Paint electrical equipment as required to touch up, to match finish on other equipment in adjacent spaces, or to meet safety criteria.
- C. After installation, all metal finishes shall be polished and cleaned of all dirt, rust, cement, plaster, grease, and paint.

END OF SECTION 260000



## SECTION 26 01 60 - ELECTRICAL DEMOLITION

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Removal of existing power distribution equipment, transformers, light fixtures, fixture support brackets, electrical conduits /conductors and all other associated accessories as noted on drawings.
- B. Contractor shall provide electrical demolition required for work noted on drawings.
- C. The Contractor shall dispose of demolished electrical equipment as directed by the City. City has first right of refusal for all equipment.

#### 1.2 APPLICABLE PUBLICATIONS: the publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

- A. Environmental Protection Agency (EPA) Regulations:
  - 1. 40 CFR 261 Regulations Identifying Hazardous Waste
  - 2. 40 CFR 263 Regulations for Hazardous Waste Transporters
  - 3. Hazardous Waste Facilities
- B. U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) Regulation:
  - 1. 29 CFR 1910.94 Subpart G, Occupational Health and Environmental Control
- C. Department of Transportation (DOT):
  - 1. 49 CFR 178 Regulations for Shipping Container Specifications

### PART 2 - PRODUCTS

#### 2.1 MATERIALS AND EQUIPMENT

- A. Materials and equipment for patching and extending work: As specified in individual Sections, if applicable.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Verify field measurements and circuiting arrangements are as shown on Drawings.

- B. Verify that abandoned wiring and equipment serve only abandoned facilities.
- C. Demolition drawings are based on field observation and existing record documents. Report discrepancies to Engineer before disturbing existing installation.
- D. Beginning of demolition means installer accepts existing conditions.

### 3.2 PREPARATION

- A. Disconnect electrical systems in and under walls, concrete, and structures scheduled for removal.
- B. Coordinate electrical outages with the City.
- C. Provide temporary wiring and connections to maintain existing systems in-service during construction. When work must be performed on energized equipment or circuits, use personnel experienced in such operations.
- D. All work shall be carried out in accordance with SCA process.

### 3.3 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK.

- A. Demolish existing electrical work under provisions of this Section and as indicated on the drawings.
- B. Remove abandoned wiring to source of supply unless otherwise indicated.
- C. Remove exposed abandoned conduit. Cut conduit flush with walls and floors, and patch surfaces, if required by Architectural drawings.
- D. Disconnect and remove abandoned distribution equipment.
- E. Repair adjacent construction and finishes damaged during demolition and extension work.
- F. Maintain access to existing electrical installations which remain active. Modify installation or provide access panel as appropriate.

### 3.4 CLEANING AND REPAIR

- A. Clean and repair existing materials and equipment which remain or are to be reused.

END OF SECTION 260160

## SECTION 26 05 19 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Building wires and cables rated 600 V and less.
  - 2. Connectors, splices, and terminations rated 600 V and less.
- B. Related Requirements:
  - 1. Section 260553 "Identification for Electrical Systems."

#### 1.3 DEFINITIONS

- A. ASTM: American Society of Testing Materials.
- B. ICEA: Insulated Cable Engineers Association.
- C. IEEE: Institute of Electrical & Electronics Engineers.
- D. NEMA: National Electrical Manufacturers Association.
- E. NETA ATS: InterNational Electrical Testing Association - Acceptance Testing Specification.
- F. VFD: Variable frequency drive.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: Submit manufacturer's technical data for each type of product, indicating conductor/cable construction, insulation material, thickness of insulation, jacket, cable stranding, and voltage rating of each type of conductor/cable specified, splices and terminations. Indicate date and place of manufacture for each conductor/cable, cable, splice and termination.
- B. Manufacturer's ISO certification.
- C. Product Cable Schedule: Indicate type, use, location, and termination locations.

## 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Independent Testing Agency.
- B. Field quality-control reports. Perform field testing of cables per para 3.8. Submit six (6) copies of field test reports to owner's representative within two (2) weeks of completion of test.

## 1.6 QUALITY ASSURANCE

- A. General Requirements: The low voltage power conductors and cable shall be copper, minimum 600V rated unless otherwise indicated. Aluminum conductors and cables shall not be accepted unless otherwise indicated.
- B. Materials and installation shall meet or exceed requirements in the following referenced standards and shall be listed and labelled by UL.
  - 1. ICEA S-95-658/ NEMA WC 70.
  - 2. AEIC CS8 is a medium voltage cable standard.
  - 3. UL 1072.
  - 4. IEEE.
  - 5. ASTM.
  - 6. NEMA.
- C. Conductors and cables shall be of the same manufacturer and shipped to the job site in original unbroken reels.
- D. Conductors and cables shall be manufactured with in twelve (12) months of installation. Date of manufacture shall be clearly marked on conductors or conductor reels.
- E. Manufacturer shall have minimum ten (10) years experience in the manufacturer of conductors and cables similar to those specified on this project.
- F. Manufacturer shall have ISO 9001 and ISO 9002 certification.
- G. All conductors and cables shall be new and supplied by a local distributor.
- H. If alternate manufacturer of products other than what are specified in this section are submitted, all necessary documents not limited to cut sheets, technical information, test reports from recognized testing labs and factory test reports shall be submitted to the satisfaction of the owner/engineer to ensure quality and conformance to the specifications. Additional testing shall be undertaken if it is concluded by the owner/engineer that the submitted test reports are either insufficient or do not include all tests necessary for product acceptance. The tests shall be conducted by a recognized lab acceptable to the owner/engineer and all tests shall be witnessed by owner's/engineer's personnel. All testing procedures and test results shall be satisfactory to the owner/engineer. Contractor shall be responsible for arranging the tests, for transportation, food and lodging for minimum of one owner's/engineer's representative to witness the test at the testing lab. Include all costs for the above in the bid.

- I. Testing: Provide the services of an independent qualified testing laboratory to perform the specified field tests. Notify the City's Representative fourteen (14) days in advance of performance of work requiring testing.
- J. Conductors, cables, splices and terminations shall be manufactured within twelve (12) months of installation. Each item shall have a permanent marking on the product or the original manufacturers' package indicating the date of manufacture unless otherwise noted.
- K. Testing Agency Qualifications:
  - 1. Testing agency shall be an independent company; shall have been a member of NETA for a minimum of last ten (10) years and has permanent in-house testing engineers and technicians involved with testing of low voltage electrical power conductors and cables similar to those specified on this project.
  - 2. Testing company shall be located with 50 miles radius of the project.
  - 3. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing.
  - 4. Field Testing technician and supervisor shall have minimum ten (10) years' experience in field testing of low voltage power conductors and cables of the type and rating similar to the conductors and cables to be tested on this project.

## PART 2 - PRODUCTS

### 2.1 CONDUCTORS AND CABLES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following manufacturers:
- B. Basis-of-Design Product:
  - 1. General Cable Technologies Corporation.
  - 2. Southwire Incorporated
  - 3. Alpha Wire.
  - 4. Belden Inc.
  - 5. Encore Wire Corporation..
- C. Conductor Material: Electrical grade, soft drawn annealed copper, 98 percent conductivity, and fabricated in accordance with ASTM and ICEA standards. Minimum size is number 12 for branch circuits, number 14 stranded for control wiring. Aluminum conductors are not permitted. Copper Conductors: Comply with NEMA WC 70/ICEA S-95-658.
- D. Conductor Insulation: Comply with NEMA WC 70/ICEA S-95-658 for Type THHN-2, THWN-2, and Type XHHW-2 for underground and damp/wet/corrosive environments (including pool pump machine rooms).
- E. VFD Cable:
  - 1. Comply with UL 1277, UL 1685, and NFPA 70 for Type TC-ER cable.
  - 2. Type TC-ER with oversized crosslinked polyethylene insulation, dual spirally wrapped copper tape shields and three bare symmetrically applied ground wires, and sunlight- and oil-resistant outer PVC jacket.

3. Comply with UL requirements for cables in Classes I and II, Division 2 hazardous location applications.
- F. Provide separate neutral with each branch circuit serving outlets. When dedicated neutrals are provided, use color spiral to match associated phase.

## 2.2 CONNECTORS AND SPLICES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following manufacturers:
1. Ideal Industries, Inc.
  2. IIsco
  3. NSi Industries LLC.
  4. O-Z/Gedney; a brand of Emerson Industrial Automation.
  5. 3M; Electrical Markets Division.
  6. TE Connectivity - Raychem.
- B. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.
- C. Copper conductors shall be terminated in copper or bronze mechanical connectors or lugs or tool applied compression connections made of copper for all connections except those on wiring devices.
- D. Splices in wires No. 10 and smaller shall be made with twist-on splicing connector in accordance with UL486-C. Connections in wires No. 8 and larger shall be made with compression type connectors in accordance with UL486-A and wrapped with insulated tape in accordance with UL501. Insulating tape shall be applied in a minimum of two layers of half wrap or built to match the overall insulation of the wire.
- E. Splices in underground pull boxes or corrosive environments shall be made submersible type and made using "3M" Scotch-cast epoxy kits.
- F. Pressure type connectors are not permitted.

## 2.3 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: UL Listed and labeled as defined in NFPA 70 and CEC Article 310, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.

## PART 3 - EXECUTION

### 3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- B. Branch Circuits: Copper. Solid for No. 12 AWG and smaller; stranded for No. 10 AWG and larger, except VFD cable, which shall be extra flexible stranded.

### 3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Service Entrance: Type XHHW-2, single conductors in raceway
- B. Exposed Feeders: Type THHN-2-THWN-2, single conductors in raceway; Type XHHW-2, for wet/damp/corrosive environments.
- C. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspace: Type THHN-2-THWN-2, single conductors in raceway.
- D. Feeders Concealed in Concrete, below Slabs-on-Grade, and Underground: Type XHHW-2, single conductors in raceway
- E. Feeders in Cable Tray: TC rated, Type THHN-2-THWN-2, single conductors in raceway, ;Type XHHW-2, single conductors in raceway larger than No. 1/0 AWG for wet/damp/corrosive environments.
- F. Exposed Branch Circuits, Including in Crawlspace: Type THHN-2-THWN-2, single conductors in raceway; Type XHHW-2, single conductors in raceway for wet/damp/corrosive environments.
- G. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN-2-THWN-2, MC Cable.
- H. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type XHHW-2, MC Cable.
- I. Branch Circuits in Cable Tray: TC rated Type THHN-2-THWN-2, MC Cable; Type XHHW-2, single conductors in raceway for wet/damp/corrosive environments
- J. Cord Drops and Portable Appliance Connections: Type SO, hard service cord with stainless-steel, wire-mesh, strain relief device at terminations to suit application.
- K. VFD Output Circuits: Type XHHW-2 in metal conduit with braided shield with dual tape shield.
- L. Any serving to or through corrosive environments including pool pump machine rooms: Type XHHW-2 in metal conduit with braided shield with dual tape shield.

### 3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. All conductors and cables shall be installed in a raceway.
- B. Before installing conductors and cables in existing conduits, verify the continuity of each conduit; each surface conduit is properly supported per code and clear of any debris.
- C. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.
- D. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- E. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- F. Install exposed cables parallel and perpendicular to surfaces of exposed structural members and follow surface contours where possible.
- G. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."

### 3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors].
  - 1. Use oxide inhibitor in each splice, termination, and tap for any aluminum equipment terminals.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches (150 mm) of slack.

### 3.5 IDENTIFICATION

- A. Each conductor shall be factory color coded by conductor manufacturer. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems." Wires shall be identified by surface markings indicating manufacturer's identification, conductor size and metal, voltage rating, UL symbol, type designations and optional rating. Indentations for lettering is not permitted.
- B. Identify each spare conductor at each end with identity number and location of other end of conductor and identify as spare conductor.



### 3.6 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

### 3.7 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Section 078410 "Penetration Firestopping."

### 3.8 FIELD QUALITY CONTROL

- A. Testing Agency: Engage an independent qualified testing agency to perform tests and inspections.
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- C. Perform the following tests and inspections:
  - 1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance conductors, feeder conductors and the conductors feeding the following critical equipment and services for compliance with requirements.
  - 2. Perform each visual and mechanical inspection and electrical tests stated in latest NETA Acceptance Testing Specification section 7.3.2 (Inspection and Test Procedures-Cables, Low Voltage-600V Maximum). Certify compliance with test parameters per NETA tables.
  - 3. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each splice in conductors No. 3 AWG and larger. Remove box and equipment covers so splices are accessible to portable scanner. Correct deficiencies determined during the scan.
    - a. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each splice 11 months after date of Substantial Completion.
    - b. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
    - c. Record of Infrared Scanning: Prepare a certified report that identifies splices checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.
- D. Test and Inspection Reports: Prepare a written report to record the following:
  - 1. Procedures used.
  - 2. Results that comply with requirements. Include color scan images.
  - 3. Results that do not comply with requirements and corrective action taken to achieve compliance with requirements.

- E. Cables will be considered defective if they do not pass tests and inspections.

END OF SECTION 260519

## SECTION 26 05 26 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes: Grounding systems and equipment.
- B. Section includes grounding systems and equipment, plus the following special applications:
  - 1. Underground distribution grounding.
  - 2. Ground bonding common with lightning protection system.

#### 1.3 DEFINITIONS:

- A. NETA ATS: InterNational Electrical Testing Association - Acceptance Testing Specification.
- B. NETA MTS: InterNational Electrical Testing Association - Maintenance Testing Specification.
- C. NFPA : National Fire Protection Association.
- D. IEEE: Institute of Electrical and Electronics Engineers

#### 1.4 ACTION SUBMITTALS

- A. Product Data: Submit manufacturer's technical catalog cuts for each type of product indicated.
- B. Shop Drawings: Site drawings to scale including details showing location and size of each field connection of grounding system.
  - 1. Wiring Diagrams: Differentiate between manufacturer installed and field installed wiring.
- C. Sustainable Design Submittals:
  - 1. Product Data: For each conductor and cable indicating lead content.

## 1.5 INFORMATIONAL SUBMITTALS

- A. Informational Submittals: Plans drawn to scale (1/4"=1'-0") showing dimensioned locations of grounding features specified in "Field Quality Control" Article, including the following:
  - 1. Test wells.
  - 2. Ground rods.
  - 3. Ground rings.
  - 4. Grounding conductors, connectors.
  - 5. Grounding arrangements and connections for separately derived systems.
  - 6. Grounding for sensitive electronic equipment.
- B. Qualification Data: For qualified independent testing agency and testing agency's field supervisor.
- C. Field quality-control reports. Submit written test reports including the following:
  - 1. Test procedures used.
  - 2. Test results that comply with requirements.
  - 3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.

## 1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For grounding to include in emergency, operation, and maintenance manuals. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:
  - 1. Instructions for periodic testing and inspection of grounding features at test wells grounding connections for separately derived systems based on NFPA 70 / CEGB.
    - a. Tests shall determine if ground-resistance or impedance values remain within specified maximums, and instructions shall recommend corrective action if values do not.
    - b. Include recommended testing intervals.

## 1.7 QUALITY ASSURANCE

- A. Testing Agency Qualifications:
  - 1. Testing agency shall be an independent company; shall have been a member of NETA for a minimum of last ten (10) years and has permanent in-house testing engineers and technicians involved with testing of grounding systems similar to those specified on this project.
  - 2. Testing company shall be located with 50 miles radius of the project.
  - 3. Testing Agency's Field Supervisor: Currently certified by NETA to supervise on-site testing.
  - 4. Field Testing technician and supervisor shall have minimum ten (10) years' experience in field testing of rounding systems of the type and rating similar to the systems to be tested on this project.

- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70 / CEC, by a qualified testing agency, and marked for intended location and application.
- C. Comply with UL 467 for grounding and bonding materials and equipment.

## PART 2 - PRODUCTS

### 2.1 GROUNDING ELECTRODES, CONDUCTORS, CONNECTOR, BUS:

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following, or equal:
  - 1. Grounding Connectors, Bars and Rods:
    - a. Erico - Pentair Electrical Fastening Solutions
    - b. Burndy – A Hubbell Company.
    - c. Ideal Industries, Inc.
    - d. O-Z/Gedney Co. - A brand of Emerson Industrial Automation.
    - e. Thomas & Betts - A Member of the ABB Group.
  - 2. Grounding Conductors and cables:
    - a. Southwire
    - b. American Insulated Wire
    - c. Okonite

### 2.2 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
  - 1. Solid Conductors: ASTM B 3.
  - 2. Stranded Conductors: ASTM B 8.
  - 3. Tinned Conductors: ASTM B 33.
  - 4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch (6 mm) in diameter.
  - 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
  - 6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.
  - 7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.
- C. Bare Grounding Conductor and Conductor Protector for Wood Poles:
  - 1. No. 4 AWG minimum, soft-drawn copper.
  - 2. Conductor Protector: Half-round PVC or wood molding; if wood, use pressure-treated fir, cypress, or cedar.
- D. Grounding Bus: Predrilled rectangular bars of annealed copper, 1/4 by 4 inches (6.3 by 100 mm) in cross section, with 9/32-inch (7.14-mm) holes spaced 1-1/8 inches (28 mm)

apart. Stand-off insulators for mounting shall comply with UL 891 for use in switchboards, 600 V. Lexan or PVC, impulse tested at 5000 V.

- E. Lead Content: Less than 300 parts per million

## 2.3 CONNECTORS

- A. Listed and labeled by UL for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors, Rods and Pipes: Copper or copper alloy, pressure type with at least two bolts.
  - 1. Pipe Connectors: Clamp type, sized for pipe.
- C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- D. Bus-bar Connectors: Mechanical type, cast silicon bronze, solderless compression or exothermic-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.
- E. Lead Content: Less than 300 parts per million

## 2.4 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad; 3/4 inch by 10 feet (19 mm by 3 min diameter).

## PART 3 - EXECUTION

### 3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 10 AWG and smaller, and stranded conductors for No. 8 AWG and larger unless otherwise indicated.
- B. Underground Grounding Conductors: Install bare tinned-copper conductor, No. 2/0 AWG minimum.
  - 1. Bury at least 24 inches (600 mm) below grade.
  - 2. Duct-Bank Grounding Conductor: Bury 12 inches (300 mm) above duct bank when indicated as part of duct-bank installation.
- C. Grounding Bus: Install in electrical and telephone equipment rooms, in rooms housing service equipment or IT rooms, and elsewhere as indicated.
  - 1. Install bus on insulated spacers 2 inches (50 mm) minimum from wall, 6 inches (150 mm) above finished floor unless otherwise indicated.
  - 2. Where indicated on both sides of doorways, route bus up to top of door frame, across top of doorway, and down to specified height above floor; connect to horizontal bus.

- D. Conductor Terminations and Connections:
  - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
  - 2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
  - 3. Connections to Ground Rods at Test Wells: Bolted connectors.
  - 4. Connections to Structural Steel: Welded connectors.

### 3.2 GROUNDING UNDERGROUND DISTRIBUTION SYSTEM COMPONENTS

- A. Comply with IEEE C2 grounding requirements.
- B. Pad-Mounted Transformers: Install two ground rods and ground ring around the pad. Ground pad-mounted equipment and noncurrent-carrying metal items associated with substations by connecting them to underground cable and grounding electrodes. Install tinned-copper conductor not less than No. 1/0 AWG for ground ring and for taps to equipment grounding terminals. Bury ground ring not less than 6 inches (150 mm) from the foundation.

### 3.3 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits in the same conduit containing phase and neutral conductors. Comply with NFPA 70 / CEC, Article 250, for types, sizes, and quantities of equipment grounding conductors, unless specific types, larger sizes, or more conductors than required by NFPA 70 / CEC are indicated.
- B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70 / CEC. :
  - 1. Feeders and branch circuits.
  - 2. Lighting circuits.
  - 3. Receptacle circuits.
  - 4. Single-phase motor and appliance branch circuits.
  - 5. Three-phase motor and appliance branch circuits.
  - 6. Flexible raceway runs.
  - 7. Armored and metal-clad cable runs.
  - 8. Busway Supply Circuits: Install insulated equipment grounding conductor from grounding bus in the switchgear, switchboard, or distribution panel to equipment grounding bar terminal on busway.
  - 9. Computer and Rack-Mounted Electronic Equipment Circuits: Install insulated equipment grounding conductor in branch-circuit runs from equipment-area power panels and power-distribution units.
- C. Air-Duct Equipment Circuits: Install insulated equipment grounding conductor to duct-mounted electrical devices operating at 120 V and more, including air cleaners, heaters, dampers, humidifiers, and other duct electrical equipment. Bond conductor to each unit and to air duct and connected metallic piping.

- D. Water Heater, Heat-Tracing, and Antifrost Heating Cables: Install a separate insulated equipment grounding conductor to each electric water heater and heat-tracing cable. Bond conductor to heater units, piping, connected equipment, and components.
- E. Isolated Equipment Enclosure Circuits: For designated equipment supplied by a branch circuit or feeder, isolate equipment enclosure from supply circuit raceway with a nonmetallic raceway fitting listed for the purpose. Install fitting where raceway enters enclosure and install a separate insulated equipment grounding conductor. Isolate conductor from raceway and from panelboard grounding terminals. Terminate at equipment grounding conductor terminal of the applicable derived system or service unless otherwise indicated.
- F. Signal and Communication Equipment: In addition to grounding and bonding required by NFPA 70 / CEC, provide a separate grounding system complying with requirements in TIA/ATIS J-STD-607-A.
  - 1. For telephone, alarm, voice and data, and other communication equipment, provide No. 4 AWG minimum insulated grounding conductor in raceway from grounding electrode system to each service location, terminal cabinet, wiring closet, and central equipment location.
  - 2. Service and Central Equipment Locations and Wiring Closets: Terminate grounding conductor on a 1/4-by-4-by-12-inch (6.3-by-100-by-300-mm) grounding bus.
  - 3. Terminal Cabinets: Terminate grounding conductor on cabinet grounding terminal.
  - 4. All metallic conduits and cable tray shall be continuously bonded to maintain low resistance ground path and bonded back to the central equipment by the use of bonding jumpers where needed.
- G. Metallic Fences or Other Metal Structures: Comply with requirements of IEEE C2. Bond metallic fences and other metal structures located within 8 feet (2.5 m) vertically or 16 feet (5 m) horizontally of exposed conductors or equipment.
  - 1. Grounding Conductor: Bare, **tinned**-copper, not less than **No. 8** AWG.
  - 2. Gates: Shall be bonded to the gate support post with a flexible bonding jumper. Bond each gate support post to the grounding electrode system in the area.
  - 3. Provide bond across fence openings with 2 AWG bonding jumper buried 18 inches (460 mm) minimum below finished grade. Extend local grounding electrode system to cover swing of gates.
  - 4. Barbed Wire: Strands shall be bonded to the grounding conductor.

### 3.4 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Ground Rods: Drive rods until tops are 2 inches (50 mm) below finished floor or final grade unless otherwise indicated.
  - 1. Interconnect ground rods with grounding electrode conductor below grade using exothermic welds, except at test wells and as otherwise indicated. Make connections without exposing steel or damaging coating if any.



2. For grounding electrode system, install ground rods at least three rods (unless otherwise indicated on the drawings), spaced at least one-rod length from each other and located at least the same distance from other grounding electrodes, and connect to the service grounding electrode conductor.
- C. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
  2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
  3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.
- D. Grounding and Bonding for Piping:
1. Metal Water Service Pipe: Install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes; use a bolted clamp connector or bolt a lug-type connector to a pipe flange by using one of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.
  2. Separately Derived System (SDS): All multiple branch metal water piping laterals originating from outside the area being served by the SDS and which serve the same area being served by the SDS shall be bonded to the common grounding electrode (GE) or the common grounding electrode conductor (GEC). The bonding connection shall be made at each level that the metal water piping serves. When multiple SDS's are installed or an SDS serves multiple levels of a structure, a copper common GEC shall be installed for the SDS as permitted in NFPA 70 / CEC article 250.30 (D)3 and sized per article 250.30 (A) and (B).
  3. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector.
  4. Bond each aboveground portion of gas piping system downstream from equipment shutoff valve.
- E. Bonding Interior Metal Ducts: Bond metal air ducts to equipment grounding conductors of associated fans, blowers, electric heaters, and air cleaners. Install tinned bonding jumper to bond across flexible duct connections to achieve continuity.
- F. Grounding for Steel Building Structure: Install a driven ground rod at base of each corner column and at intermediate exterior columns at distances not more than 60 feet (18 m) apart.
- G. Ground Ring: Install a grounding conductor, electrically connected to each building structure ground rod and to each steel column, extending around the perimeter of building. Refer to pool plans and specifications for additional bonding to system.
1. Install tinned-copper conductor not less than No. 4/0 AWG for ground ring and for taps to building steel.
  2. Bury ground ring not less than 24 inches (600 mm) from building's foundation.

### 3.5 LABELING

- A. Comply with requirements in Section 260553 "Identification for Electrical Systems" for instruction signs. The label or its text shall be green.
- B. Install labels at the telecommunications bonding conductor and grounding equalizer and at the grounding electrode conductor where exposed.
  - 1. Label Text: "If this connector or cable is loose or if it must be removed for any reason, notify the facility manager."

### 3.6 FIELD QUALITY CONTROL

- A. Testing Agency: Engage an independent qualified testing agency to perform tests and inspections. Refer to section
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.
- C. Perform tests and inspections.
  - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- D. Tests and Inspections:
  - 1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
  - 2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
  - 3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, at ground test wells, and at individual ground rods. Make tests at ground rods before any conductors are connected.
    - a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
    - b. Perform tests by fall-of-potential method according to IEEE 81.
  - 4. Prepare dimensioned Drawings locating each test well, ground rod and ground-rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.
- E. Grounding system will be considered defective if it does not pass tests and inspections.
- F. Prepare test and inspection reports.

- G. Report measured ground resistances that exceed the following values:
1. Power and Lighting Equipment or System with Capacity of 500 kVA and Less: 1 ohms.
  2. Power and Lighting Equipment or System with Capacity of 500 to 1000 kVA: 1 ohms.
  3. Power Distribution Units or Panelboards Serving Electronic Equipment: 1 ohm(s).
  4. Substations and Pad-Mounted Equipment: 5 ohms.
  5. Manhole Grounds: 10 ohms.
- H. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

END OF SECTION 260526

## SECTION 26 05 29 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Hangers and supports for electrical equipment and systems.
  - 2. Construction requirements for concrete bases.

#### 1.3 DEFINITIONS

- A. EMT: Electrical metallic tubing.
- B. IMC: Intermediate metal conduit.
- C. RMC: Rigid metal conduit.

#### 1.4 PERFORMANCE REQUIREMENTS

- A. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.
- B. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
- C. Rated Strength: Adequate in tension, shear, and pullout force to resist maximum loads calculated or imposed for this Project, with a minimum structural safety factor of five times the applied force.

#### 1.5 ACTION SUBMITTALS

- A. Product Data: For the following:
  - 1. Steel slotted support systems.
  - 2. Nonmetallic slotted support systems.
- B. Shop Drawings: Signed and sealed by a qualified structural engineer. Show fabrication and installation details and include calculations for the following:
  - 1. Trapeze hangers. Include Product Data for components.
  - 2. Steel slotted channel systems. Include Product Data for components.

3. Nonmetallic slotted channel systems. Include Product Data for components.
4. Equipment supports.

## 1.6 INFORMATIONAL SUBMITTALS

- A. Welding certificates.

## 1.7 QUALITY ASSURANCE

- A. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. Comply with NFPA 70/CEC.

## 1.8 COORDINATION

- A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified together with concrete Specifications.
- B. Coordinate installation of roof curbs, equipment supports, and roof penetrations.

## PART 2 - PRODUCTS

### 2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.
  1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Allied Tube & Conduit: Part of Atkore International
    - b. Cooper B-Line, Inc.; a division of Eaton Inc.
    - c. ERICO International Corporation.
    - d. GS Metals Corp.
    - e. Thomas & Betts Corporation: A Member of the ABB Group.
    - f. Unistrut; Part of Atkore International,
    - g. Wesanco, Inc.
  3. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
  4. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
  5. Channel Dimensions: Selected for applicable load criteria.
- B. Raceway and Cable Supports: As described in NECA 1 and NECA 101.

- C. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- D. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be malleable iron.
- E. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
- F. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
  - 1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
    - a. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - b. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      - 1) Hilti Inc.
      - 2) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
      - 3) MKT Fastening, LLC.
      - 4) Simpson Strong-Tie Co., Inc.; Masterset Fastening Systems Unit.
  - 2. Mechanical-Expansion Anchors: Insert-wedge-type, stainless steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.
    - a. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - b. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      - 1) Cooper B-Line, Inc.; a division of Cooper Industries.
      - 2) Empire Tool and Manufacturing Co., Inc.
      - 3) Hilti Inc.
      - 4) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
      - 5) MKT Fastening, LLC.
  - 3. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
  - 4. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
  - 5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
  - 6. Toggle Bolts: All-steel springhead type.
  - 7. Hanger Rods: Threaded steel.

## 2.2 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

- A. Description: Welded or bolted, structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.
- B. Materials: Comply with requirements in Section 055000 "Metal Fabrications" for steel shapes and plates.

## PART 3 - EXECUTION

### 3.1 APPLICATION

- A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.
- B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC as required by scheduled in NECA 1, where its Table 1 lists maximum spacings less than stated in NFPA 70/CEC. Minimum rod size shall be 1/4 inch in diameter.
- C. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
  - 1. Secure raceways and cables to these supports with two-bolt conduit clamps.
- D. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

### 3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, EMT and RMC may be supported by openings through structure members, as permitted in NFPA 70/CEC.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code. See structural drawings for equipment mounting and anchorage.
  - 1. To Wood: Fasten with lag screws or through bolts.
  - 2. To New Concrete: Bolt to concrete inserts.

3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
  4. To Existing Concrete: Expansion anchor fasteners.
  5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches thick.
  6. To Steel: Welded threaded studs complying with AWS D1.1/D1.1M, with lock washers and nuts.
  7. To Light Steel: Sheet metal screws.
  8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate by means that meet seismic-restraint strength and anchorage requirements.
- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

### 3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

- A. Comply with installation requirements in Section 055000 "Metal Fabrications" for site-fabricated metal supports.
- B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
- C. Field Welding: Comply with AWS D1.1/D1.1M.

### 3.4 CONCRETE BASES

- A. Construct concrete bases of dimensions indicated but not less than 4 inches larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base. See structural details for thickness and reinforcing requirements.
- B. Use 4000-psi, 28-day compressive-strength concrete.
- C. Anchor equipment to concrete base.
  1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
  2. Install anchor bolts to elevations required for proper attachment to supported equipment.
  3. Install anchor bolts according to anchor-bolt manufacturer's written instructions and structural details provided.



### 3.5 PAINTING

- A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
  - 1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils.
- B. Touchup: Comply with requirements in Section 099111 "Exterior Painting" Section 099123 "Interior Painting" and Section 099600 "High Performance Coatings" for cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal.
- C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION 260529

## SECTION 26 05 33 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

### PART 1 - GENERAL

#### 1.1 GENERAL REQUIREMENTS

- A. All wiring shall be installed in concealed conduit unless indicated otherwise in these specifications. Surface raceways shall be used in exposed locations in finished areas where conduits cannot be concealed. All surface installation will require City approval.
- B. Separate conduit shall be used for the following wiring:
  - 1. Emergency Power System Wiring.
  - 2. Fire Alarm System.
  - 3. Public Address System.
  - 4. Security System.
  - 5. Telephone/Data Outlets (See Telecom/Data Section).
- C. Boxes shall include:
  - 1. Boxes
  - 2. Cabinets and Enclosures
  - 3. Safety Switches

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Building wires and cables rated 600 V and less.
  - 2. Connectors, splices, and terminations rated 600 V and less.
- B. Related Requirements:
  - 1. Section 260513 "Medium-Voltage Cables" for single-conductor and multiconductor cables, cable splices, and terminations for electrical distribution systems with 2001 to 35,000 V.
  - 2. Section 260553 "Identification for Electrical Systems."

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Rigid Steel Conduit: Provide standard weight steel that is hot-dipped galvanized, and sherardized both inside and out after threading, with threaded connectors and couplings. Electro galvanizing is not permitted. Intermediate Metal Conduit, IMC, will not be permitted.
- B. Rigid Steel Conduit Fittings: Fitting shall be zinc coated, ferrous metal and threaded type in accordance with ANSI C80.4.

- C. Electric Metallic Tubing (EMT): Provide tubing of high-grade cold rolled steel electrically welded with exterior protective coating of hot galvanized zinc, applied by the electro galvanized process. Interior of surface coated with aluminum lacquer or enamel. Manufactured by Allied Tube and Conduit, Triangle, Republic, Torrance Tubing, Western, Wheatland or equal.
- D. EMT Fittings: Fitting shall be watertight, gland ring compression type (no set screw type), wrench tightened connectors and coupling. Indenture and Die Cast will not be acceptable. Manufactured by O-Z Gedney, Raco, Appleton, or Steel City.
- E. Aluminum Conduit: No aluminum conduits.
- F. Flexible Steel Conduit: Provide conduit manufactured from single strip, standard weight steel hot-dipped galvanized on all four sides prior to conduit fabrication or aluminum strips.
- G. Flexible Conduit Connectors and Couplings: Provide die cast fittings of the type that screw into the inside of the conduit with threaded edges at 90 degrees to the fitting body to insure a force fit. Binding screw type will not be acceptable. Manufactured by O-Z Gedney, T&B, Steel City or equal.
- H. Flexible Liquidtight Steel Conduit: Liquid-tight conduit shall be manufactured from single strip standard weight steel, hot dipped galvanized on all four sides prior to conduit fabrication and shall be provided with an extruded polyvinyl chloride cover. Liquidtight conduit and fittings shall provide positive ground continuity. Include a separate ground conductor for each circuit. Manufacturer "Sealtite Flexible" Type "UA," "Flex-Seal Type "XL," or equal.
- I. Flexible Liquidtight Fittings: Fittings shall be malleable iron, zinc plated, with locknut and o ring seal and slim diameter with small turning radius. Manufactured by O-Z Gedney-4Q series, T&B- 5200 series or Appleton Flexible Fittings-ST series.
- J. Rigid Plastic Conduit: Provide heavy wall, virgin polyvinyl chloride Schedule 40 and Schedule 80 with solvent welded joints, conforming to Underwriters Laboratories, Inc. (UL 651) and ANSI C33.91 requirements, listed for exposed and direct burial application.
- K. Rigid PVC Fittings: fittings and cement shall be provided by same manufacturer. All joint shall be solvent welded in accordance with the manufacturer's recommendations.
- L. No conduit shall be smaller than 3/4-inch unless noted otherwise.
- M. Sleeves shall be zinc coated galvanized steel pipe or 16 gauge galvanized sheet metal.
- N. Sealant: Fire rated equal to wall or ceiling penetrated. Silicon foam Dow-Corning #2001, 3M, "Pensil #851," or approved equal. Sealant compound for exterior wall shall be moisture-resistant material made by 3M, GE, Dow-Corning or equal.
- O. Anchors not cast into concrete shall be expansion shield type, Phillips "Red Head," Hilti, or equal.

- P. Conduit seals shall be Crouse-Hinds Type "EYS" or EZS," Appleton Type "ESUF" or "ESUM," or approved equal, with sealing compound as recommended by the manufacturer for hazardous or refrigerated areas.
- Q. Expansion couplings shall be OZ Type "AX" or "DX," Crouse-Hinds Type "XJ" or "SD" or equal, complete with bonding jumper.
- R. Conduit unions shall be "Erickson" couplings manufactured by Thomas and Betts, Type 4-Series manufactured by O-Z/Gedney or equal.

## 2.2 MINIMUM SIZE:

- A. Metal Conduit: 3/4 inch except 1/2 inch may be used for switch legs
- B. Non-metallic conduit: 1 inch.

## 2.3 CONDUIT SLEEVES:

- A. Sleeves shall be zinc coated galvanized steel pipe or 18 gauge galvanized sheet steel.

## 2.4 OUTLET BOXES

- A. Sheet Metal Outlet Boxes: ANSI/NEMA OS 1, galvanized steel.
  - 1. Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported; include 1/2 inch male fixture studs where required.
- B. Nonmetallic Outlet Boxes: ANSI/NEMA OS 2.
- C. Cast Boxes: NEMA FB 1, Type FD, cast fer alloy. Provide gasketed cover and threaded hubs by box manufacturer.

## 2.5 CABINETS: UL 50.

- A. Cabinets for same type of use shall be the product of a single manufacturer.
- B. Construct of cold-rolled drawing quality steel, with metal gages and construction methods conforming to National Electrical Code requirements, and Underwriters Laboratories' standards. Provide 12 gauge G-90 grade galvanized steel minimum, unless otherwise noted.
- C. Finish doors, trims, and back boxes for surface-mounted cabinets in finished areas by applying a rust-resistant treatment, prime coat, and a final coat of manufacturers standard enamel or lacquer finish. Galvanize all other sheet metal components of cabinets including back boxes for flush cabinets, excepting non-ferrous metal parts, or steel parts provided with cadmium plating or equivalent protective plating.

- D. Equip doors with concealed or semi-concealed hinges and with flush or semi-flush spring catch type flush cylinder locks. Key cabinet doors of similar use alike, and provide two keys with each lock.
- E. Equip cabinets for use with telephone, alarm or signal systems with a 0.5" thick fire treated plywood backboard. Equip cabinets with terminal strips where so specified. Equip cabinets with nameplates.
- F. Surface cabinets shall be furnished without knockouts. Punch or drill required openings during installation. Equip flush back boxes with manufacturer's standard pattern of knockouts.
- G. Equip cabinet doors exceeding 40" in height with vertical bolt three point locking mechanisms.
- H. Acceptable manufacturers: Products of the following manufacturers are acceptable.
  - 1. Cabinets for general use: Hoffman Engineering Co., Square D, or Columbia Manufacturing Co.
  - 2. Cabinets for systems and/or products, use cabinets furnished by manufacturer with system or product. Where system or product cabinets do not comply with these Specifications, submit cabinet shop drawings, indicating deviations, and obtain approval for their use.

## 2.6 JUNCTION BOXES AND PULL BOXES: UL 50.

- A. Provide pull and junction boxes of Code gauge steel sized as indicated or required. Provide 16 gauge steel minimum, unless otherwise noted. Indoor enclosures shall conform to NEMA ICS 6 for the Type 12, unless otherwise noted.
- B. Size junction and pull boxes to not less than minimum Code requirements. Increase size above Code requirements where necessary to provide space for pulling, racking or splicing enclosed conductors, or where specified or indicated dimensions exceed Code requirements.
- C. Fabricate sheet metal junction and pull boxes of galvanized, Code gauge, sheet steel. Include angle iron framing where required for rigidity. Boxes shall not deflect or deform visibly when covers are removed after conduit and conductors are installed, and any deflection occurring shall not prevent the easy installation and removal of cover attachment screws.
- D. Do not use single covers for junction and pull boxes having cover length or width dimension exceeding three feet unless so specified, indicated, or approved. Sectionalize covers that exceed three feet in either dimension into two or more sections.
- E. Equip metal junction and pull boxes exposed to weather (and not installed in or below grade) with raintight or weatherproof removable covers. Enclosures shall conform to NEMA ICS 6 for the Type 4, unless otherwise noted. Rain tight or weatherproof boxes shall be used threaded watertight hubs for top or side entry and may use knockout for bottom entry only. For exterior pull boxes, use a minimum of 14 gage galvanized G-90 grade sheet steel.

- F. Use concrete junction and pull boxes for exterior underground conduit unless otherwise specified or indicated. Use steel plate or cast iron covers and rims in no traffic areas, and cast iron covers and rims designed for AASHTO Class H20 wheel loading wherever vehicular traffic will occur.
- G. For interior junction and pull boxes located in concrete floors, and 24" square or smaller, use cast iron boxes with integral cast tapped conduit hubs, and having recessed cover flush in the box trim placing all elements of the face of the box flush in the plane of the surrounding floor. Equip boxes with watertight covers where so indicated.
- H. For interior pull boxes located in concrete floors and larger than 24" square, use precast concrete boxes or form these boxes at the job site. Equip with angle iron cover rim, and with reinforced steel cover plate set flush with the finish floor plans. Specific plan details shall supersede these general requirements.
- I. Equip grade level exterior pull boxes with a sump, and with knockouts for conduit on sides and ends. Coordinate requirements for conduit openings with underground conduit requirements. Identify the covers of exterior grade level junction and pull boxes with the work "ELECTRIC" cast into or otherwise permanently inscribed in the metal of the cover. Equip exterior grade level pull boxes with pull irons where so indicated.
- J. Equip surface sheet metal junction and pull boxes with covers aligning with the sides of the boxes and equip flush boxes with covers extending 3/4" all around the perimeter of the back box. Provide sufficient cover attachment screws to ensure that box covers will contact the surface of the box for the entire perimeter of the enclosure. Use galvanized or cadmium-plated screws, or brass screws to attach covers to boxes.
- K. Use brass screws to attach junction and pull box covers to interior floor boxes or to boxes located where moisture may be present.
- L. Acceptable manufacturers:
  - 1. Sheet steel junction and pull boxes: Columbia Electric Co., Hoffman Engineering Co., Pico Metal Products Co.
  - 2. Cast iron junction and pull boxes: O.Z. Electric Manufacturing Co., Alhambra Foundry Co., Ltd., Crouse Hinds Co.
  - 3. Concrete junction and pull boxes: Brooks Products Inc., Quickset Co.

## 2.7 SAFETY SWITCHES

- A. NEMA KS 1. Switches serving as motor-disconnect shall be horsepower rated. Provide heavy-duty type switches. Fused switches shall utilize Class R fuseholders and fuses unless indicated otherwise. Unless otherwise indicated, provide indoor switches in NEMA Type 12 enclosure, per NEMA ICS 6. Provide outdoor switches in NEMA Type 4 enclosure, per NEMA ICS 6.
- B. Unless otherwise indicated or required, use only unfused type for motor or equipment disconnects. Provide switches for the number of poles and the voltage, current and horsepower ratings as required.

- C. Provide each switch with laminated plastic nameplate indicating panel designation and circuit number of the feeder and equipment controlled.

## 2.8 WIRE CONNECTORS AND TERMINALS:

- A. For use with copper conductors. UL 486A.

## 2.9 INSULATING TAPES:

- A. UL 510.

## 2.10 NAMEPLATES:

- A. Provide as specified in Section 260553, "Identification for Electrical Systems."

## PART 3 - EXECUTION

### 3.1 CONDUIT

- A. Size of conduit shall be as indicated on the drawings but not less than that required by California Electrical Code.
- B. Rigid Steel Conduit:
  - 1. Use permitted for following applications only:
    - a. All outdoor locations including locations exposed to outside air.
    - b. Feeders.
    - c. Electrical and mechanical equipment rooms.
    - d. Indoor exposed locations where subject to mechanical damage and installed within 8 feet above finished floor.
    - e. Recessed in concrete walls and columns.
    - f. All other locations permitted by code.
- C. Electric Metallic Tubing (EMT):
  - 1. Use permitted for following applications only:
    - a. For all sizes up to 4 inches maximum.
    - b. In dry locations as in stud-wall partitions and in suspended ceiling spaces only. Do not use outdoors.
- D. Flexible Metal Conduit:
  - 1. Use permitted for following applications only:
    - a. Final connections to vibrating or noise-generating equipment including transformers.
    - b. Final connections to light fixtures in lay-in type accessible ceiling construction.
- E. Liquid Tight Flexible Conduit:

1. Use permitted for following applications only:
  - a. For final connections to vibrating or noise-generating equipment in damp and wet locations in mechanical rooms.
  - b. For other power and control equipment requiring adjustments or removal for service in damp and wet locations.
  
- F. Rigid Plastic Conduit PVC Schedule 40:
  1. Use permitted for underground wiring only.
  2. Make all fittings in plastic conduit watertight with solvent-weld cement recommended by conduit manufacturer and specifically manufactured for the purpose. Use a spring mandrel as required to assure full inside diameter at all bends.
  3. Minimum size shall be 1 inch.
  
- G. Conduit Placement:
  1. Support conduits 1-inch and larger with pipe clamps either suspended from structural slabs with a rod at least 3/8 -inch diameter with adjustable pipe ring, or mounted on wall from channel supports. Attach to concrete with drilled anchors. Where two or more conduits 1-1/2-inch and larger are suspended from ceiling, use trapeze type hanger suspended from rods.
  2. Where rigid metal conduits and electrical metallic tubing are supported from Building members, supports shall be installed as follows:  
  
Conduit Sizes:  

3/4" to 1-1/4"	Within 18" of each outlet inclusive: and on either side of couplings and fittings and at a spacing not to exceed 8 feet. Coordinate spacing with details provided.
1-1/2" and larger:	Within 3 feet of each junction or pullbox and terminal cabinet and at a spacing not to exceed 8 feet. Coordinate spacing with details provided.
  3. When rigid conduits are supported from trapezes, the supports shall be spaced not more than 8 feet apart.
  4. Conduit trapezes shall consist of suitable Unistrut or Kindorf fittings, or equal, in accordance with the manufacturer's printed recommendation.
  
- H. Provide independent support for all conduit rising from floor for motor connection if over 18 inches above floor. Do not support to motor, to ductwork or mechanical equipment.
  
- I. Keep bends and offsets in conduit runs to an absolute minimum. Replace all deformed, flattened or kinked conduit, at Contractor's expense.
  
- J. Ream the ends of all conduits. Conduits shall not be installed in the slab.
  
- K. Paint fire alarm conduits with a 1-inch wide red band every 5 feet of run. Separate conduits to be provided for fire alarm system.
  
- L. Install conduit seals on all conduit entering or leaving low temperature area (65 degrees Fahrenheit or less) hazardous areas, refrigerated rooms and clean rooms.



- M. Seal all conduit from exterior outlets at first interior junction box to prevent moisture from entering the building through the conduit.
- N. All exposed conduits shall be installed parallel to and perpendicular to the building structure.
- O. Vertical Supports:
  - 1. Supports shall be provided in strict compliance with National Electrical Code.
- P. Where bends or risers from underground PVC Schedule 40 conduit terminate above grade or floor or in areas where subject to physical damage during or after construction, use rigid steel factory ells. If additional riser or nipple is required, they also shall be rigid steel. The rigid steel ells and risers shall be taped with Slipknot #100 pipe wrapping tape, or equal (no know equal).
- Q. Pull Wires. Provide a 1/8" size polypropylene pull wire in all empty conduits, including those for signal and telephone systems. Pull cords in telephone/data service conduits (4" and larger) shall be 3/16" size. Identify conduits at exposed ends with tags. Tags shall identify location of other end of conduit. The pull wires shall be left with more than 5 feet in length at both ends for future use.
- R. Joints and Connections. Cut conduit squarely and ream ends to remove burrs. Close open ends of conduits, unless in a closed box or cabinet, with approved conduit caps or closures as soon as installed and keep closed until ready to pull in conductors.
- S. Steel conduit must be clear from contact with building reinforcing steel or other conductors in the building. Each conduit should run no more than two 90 degree bends. If more than two 90 degree bends are necessary, insert an accessible pull-box in the run. Terminate underground conduit inside the building, 2" above the floor below a backboard, or flush with the inside of a cabinet. Terminate overhead conduit 2 feet below floor slab, or flush with the inside of a cabinet.
- T. Where conduits pass through exterior concrete or masonry walls below grade, or through floor slab on fill below grade, make entrance watertight. Install pipe sleeves in concrete with 1/2" minimum clearance around conduit and caulk with oakum and mastic, or use gland type conduit entrance seal.
- U. Underground conduits, which terminate inside building below grade, or which slope so that water might flow into building, shall be sealed at termination after installation of conductors. Install plugs or caps on all spare (empty) conduits.
- V. Do not install conduits in any isolated floor slab. Where it is necessary to cross such area, install conduit below isolated slab, in supporting structural slab or below it. Stub-ups to equipment located on isolated slab shall be through openings at least 1/2" larger in diameter than outside diameter of conduit. Fill space between conduit and opening in slab with mastic.

- W. Expansion Joints
  - 1. Where embedded conduits cross building expansion or seismic joints, provide sliding conduit expansion joints with bonding strap and clamps.
  - 2. Where exposed conduits or conduits in furred spaces cross building expansion or seismic joints, use offset flexible conduit or sliding conduit expansion joint.
- X. Terminate conduits of 1" size and larger with insulated bushings with grounding lugs where required, O.Z. Type Bldg., or equal (no known equal).
- Y. Bends and sweeps for conduits used for telephone systems shall be long radius and factory made with the radius marked on them.
- Z. Flashings. Where conduits extend through roof, provide flashings as required.
- AA. Penetration in Fire Rated Structures: Provide 3M or Dow Corning No. 3-6548, RTV Silicone form for making fire rated seals around penetrations through floors, walls, elevator shafts as minimum or mechanical fire stop fittings with UL listed fire rating or equal to wall or floor ratings, whichever is larger.
- BB. A separate conduit shall be installed for each homerun indicated on the Drawings.
- CC. Encase all nonmetallic feeder conduit installed underground in a 3-inch concrete envelope. Extend concrete envelopes a minimum of 3 inches beyond all external sides of all outermost conduits. Space the external surfaces of all conduit within a bank, a minimum of 3 inches apart, except that all sound, telephone, and data communication circuits contained within nonmetallic conduit shall have a minimum separation of 12 inches from any light or power circuits that parallel them within a bank. All underground conduits and duct banks containing high voltage feeders shall be encased in red concrete. Concrete shall be pre-mixed at the factory. Sprinkling red oxide in field is not acceptable. All underground conduits to be installed a minimum 36" below grade. Use manufactured concrete or plastic spacers to insure required concrete coverage. Concrete shall be minimum 2500 psi.
- DD. Provide a plastic warning tape in the backfill over the ductlines and approximately 12 inches below grade. Tape shall be run continuously along the entire length of the underground utility lines. Tape shall be polyethylene plastic manufactured specifically for warning and identification of all buried utility lines. Tape shall be of the type provided in rolls, 6-inches minimum width, color coded for electric lines (red) and for communication lines (orange), with warning and identification imprinted in bold black letters continuously and repeatedly over entire tape length. Warning and identification shall be "CAUTION - BURIED ELECTRIC (or COMMUNICATION) LINE BELOW", or similar wording. Code and letter coloring shall be permanent, unaffected by moisture and other substances contained in trench backfill material.
- EE. During construction, partially completed duct lines shall be protected from the entrance of debris such as mud, sand and dirt by means of suitable conduit plugs. As each section of a duct line is completed from manhole to vault, a testing mandrel not less than 12 inches long with a diameter 1/4-inch less than the size of the conduit, shall be drawn through each conduit, after which a brush having the diameter of the duct, and have stiff

bristles shall be drawn through until the conduit is clear of all particles of earth, sand, gravel and other foreign materials. Conduit plugs shall then be immediately installed.

- FF. Maintain minimum 6-inch clearance between conduit and piping. Maintain 12-inch clearance between conduit and heat sources such as flues, steampipes, hot water pipes, and heating appliances.
- GG. Tag all empty conduits at each accessible end with a permanent tag identifying the purpose of the conduit and the location of the other end. In wet, corrosive outdoor or underground locations, use brass, bronze, or copper 16 gauge tags or lead tags secured to conduit ends with #16 or larger galvanized wire. Inscribe on the tags, with steel punch dies, clear and complete identifying information.
- HH. Provide expansion and deflection fittings where two rigidly supported conduits may move in relation to each other at expansion joint crossings.
- II. From each panel which is flush mounted in a wall, stub from top of the panel, a minimum of 4-3/4-inch conduits to the nearest ceiling space or other accessible location and cap for future use.
- JJ. Conduits which are installed above dry type suspended ceilings shall not be secured to ceiling support wires. Support such conduit independent of ceiling suspension systems.
- KK. Underground duct-banks shall have continuous slope downward toward manholes and away from buildings with a pitch of not less than 4 inches in 100 feet. Changes in direction of runs exceeding a total of 10 degrees, either vertical or horizontal, shall be accomplished by long sweep bends having a minimum radius of curvature of 25 feet, except that manufactured bends may be used at ends of short runs of 100 feet or less, and then only at or close to the end of run.
- LL. Exposed conduit larger than 1 inch shall be suspended with pipe hangers. Hangers and racks shall be attached to concrete with insets, set at the time the concrete is poured, and to steel members with beam clamps or matching bolts. See structural details provided.
- MM. Conduit 1-inch and smaller, in metal and stud partitions, shall be tied to the furring channels with No. 12 gauge galvanized tie wire space not more than 5 feet apart. Conduits above metal channel lath and plaster ceilings for other services and lighting home runs shall be supported independently to the slab.
- NN. Wherever conduits pass through concrete walls, suspended slabs or metal deck floors, furnish and install sleeves of ample size to permit installation of conduit. Sleeves shall be installed prior to pouring of concrete and shall have ends flush with the wall or extend 2 inches above floor surfaces. Verify location with the City's Representative.
- OO. Except as otherwise indicated on the Drawings, bends in conduit 2 inches or larger shall have a radius of curvature of the inner edge, equal to not less than ten (10) times the internal diameter of the conduit. Any deviations from this radius shall be approved by the City's Representative. Wire or cable bends in junction or pull boxes shall be made with a long radius. Bends for 600-volt cable shall have a radius of not less than five (5)

times the diameter of the cable. Nesting of conduits shall be made when two or more conduits are run in parallel. High voltage feeder conduit runs (above 600 volts), telephone and closed-circuit television conduit runs shall not have more than two 90-degree long radius bends. All other conduit runs (below 600 volts) shall not have more than three 90-degree long radius bends between pull boxes, junction boxes or terminal cabinets.

- PP. Conduit shall not be run closer than 6 inches on the top of light fixtures and cable trays. Do not install conduit on the sides of the cable tray or within 6 inches below the tray.
- QQ. All control apparatus, outlet boxes, junction and pull boxes, and other similar equipment shall be installed and maintained in accessible positions and locations.
- RR. Conduits in furred spaces shall be routed to clear access openings.
- SS. Where steel conduits enter a concrete floor below a surface mounted panelboard, they shall be encased in a concrete curb of sufficient height to match the height of the finished base file.
- TT. Holes for conduits through existing concrete walls or floors shall be made by the "core-drill" method. Core drilling time shall be coordinated with City's Representative to avoid noise problem.
- UU. Upon completing the installation of any run of conduit, the runs shall be tested to see that they are free from all obstructions and have a smooth interior. Each end of each conduit run shall be plugged with "pennies" and bushings and left plugged until ready to pull circuit wires.
- VV. A 6-inch square by 2 foot deep concrete block with an embedded brass nameplate shall be installed over the ends of all spare conduits stubbed out of the Building, indicating the origin of the conduits. Verify location with City's Representative prior to rough-in.
- WW. Telephone and signal conduits placed in the same trench with power service conduit must be separated by no less than 12" of well packed earth or 3" of concrete.
- XX. Underground conduits for branch circuits without concrete encasement shall have 6-inch thick envelope of sand all around. Conduit installed in unpaved or planted areas shall have 6 inches of sand below and 2-inch thick cap of lean concrete on top.
- YY. Avoid installing conduits underneath the building.
- ZZ. The ends of all underground conduits entering pullboxes, manholes, etc. shall terminate in end bells and shall be capped or sealed with an approved compound, Crouse Hinds "Chico A", or equal (no known equal) after installation of wire. Cap empty conduit stubouts at both ends. In landscaped areas, terminate in a waterproof J-box. Junction boxes located above grade in the landscaped areas shall have factory made gaskets, stainless steel screws and factory painting.
- AAA. Limit to a minimum the routing of conduits within the planting areas of parking lot dividers. Do not run conduit within the planting area parallel to the long dimension of the divider.

Coordinate the routing of service conduits to lighting standards and landscape lighting fixtures to avoid conflict with trees and major shrubs.

BBB. Underground conduits containing wiring for irrigation system shall not be permitted inside the high voltage (600V & above) manholes or pullboxes.

CCC. Branch circuit conduits from the panelboard to the loads shall be installed on the same floor above the accessible ceiling.

DDD. A green ground conductor shall be run in all conduits.

### 3.2 BOXES, OUTLETS AND SUPPORTS:

A. Provide boxes in wiring or raceway systems wherever required for pulling of wires, making connections, and mounting of devices or fixtures. Boxes for metallic raceways shall be cast-metal, hub-type when located in wet locations, when surface mounted on outside of exterior surfaces, when installed exposed up to 7 feet above interior floors, when installed under raised floor or when installed in hazardous areas. Boxes in other areas shall be sheet steel. Each box shall have volume required by NFPA 70 for number of conductors enclosed in the box. Provide gaskets for cast-metal boxes installed in wet locations.

### 3.3 JUNCTION AND PULL BOXES

- A. Wherever possible use outlet boxes for junction and pull boxes.
- B. Locate interior junction and pull boxes in machine rooms, equipment rooms, storage rooms, electrical rooms and similar utility spaces unless otherwise indicated or approved. Where junction or pull boxes must be used in finished areas, use flush boxes only equipped with prime finished sheet metal plates. Fasten plates to boxes with countersunk flat head screws. Provide plates with 3/4" trim all around.
- C. Do not use sectionalized boxes except where indicated. Do not mix feeder and branch circuit conductors in a common pull or junction box.
- D. Where more than one circuit passes through a common junction or pull box, tag conductors to indicate circuit number and panel designation.

END OF SECTION 260533

## SECTION 26 05 53 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  1. Identification for raceways.
  2. Identification of power and control cables.
  3. Identification for conductors.
  4. Underground-line warning tape.
  5. Warning labels and signs.
  6. Instruction signs.
  7. Equipment identification labels.
  8. Miscellaneous identification products.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each electrical identification product indicated.
- B. Samples: For each type of label and sign to illustrate size, colors, lettering style, mounting provisions, and graphic features of identification products.
- C. Identification Schedule: An index of nomenclature of electrical equipment and system components used in identification signs and labels.

#### 1.4 QUALITY ASSURANCE

- A. Comply with ANSI A13.1.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

## 1.5 COORDINATION

- A. Coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual; and with those required by codes, standards, and 29 CFR 1910.145. Use consistent designations throughout Project.
- B. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- C. Coordinate installation of identifying devices with location of access panels and doors.
- D. Install identifying devices before installing acoustical ceilings and similar concealment.

## PART 2 - PRODUCTS

### 2.1 POWER AND CONTROL RACEWAY IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway size.
- B. Colors for Raceways Carrying Circuits at 600 V or Less:
  - 1. Black letters on an orange field.
  - 2. Legend: Indicate voltage and system or service type.
- C. Colors for Raceways Carrying Circuits at More Than 600 V:
  - 1. Black letters on an orange field.
  - 2. Legend: "DANGER CONCEALED HIGH VOLTAGE WIRING."
- D. Vinyl Labels for Raceways Carrying Circuits at 600 V or Less: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing ends of legend label.
- E. Snap-Around Labels for Raceways Carrying Circuits at 600 V or Less: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- F. Snap-Around, Color-Coding Bands for Raceways Carrying Circuits at 600 V or Less: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches (50 mm) long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- G. Metal Tags: Brass or aluminum, 2 by 2 by 0.05 inch (50 by 50 by 1.3 mm), with stamped legend, punched for use with self-locking cable tie fastener.

## 2.2 POWER AND CONTROL CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each cable size.
- B. Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing ends of legend label.
- C. Self-Adhesive, Self-Laminating Polyester Labels: Preprinted, 3-mil- (0.08-mm-) thick flexible label with acrylic pressure-sensitive adhesive that provides a clear, weather- and chemical-resistant, self-laminating, protective shield over the legend. Labels sized to fit the cable diameter such that the clear shield overlaps the entire printed legend.
- D. Heat-Shrink Preprinted Tubes: Flame-retardant polyolefin tube with machine-printed identification label. Sized to suit diameter of and shrinks to fit firmly around cable it identifies. Full shrink recovery at a maximum of 200 deg F (93 deg C). Comply with UL 224.
- E. Snap-Around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of cable it identifies and to stay in place by gripping action.
- F. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches (50 mm) long, with diameter sized to suit diameter of cable it identifies and to stay in place by gripping action.

## 2.3 CONDUCTOR IDENTIFICATION MATERIALS

- A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils (0.08 mm) thick by 1 to 2 inches (25 to 50 mm) wide.
- B. Self-Adhesive, Self-Laminating Polyester Labels: Preprinted, 3-mil- (0.08-mm-) thick flexible label with acrylic pressure-sensitive adhesive that provides a clear, weather- and chemical-resistant, self-laminating, protective shield over the legend. Labels sized to fit the conductor diameter such that the clear shield overlaps the entire printed legend.
- C. Snap-Around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of conductor it identifies and to stay in place by gripping action.
- D. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeve with diameter sized to suit diameter of conductor it identifies and to stay in place by gripping action.
- E. Heat-Shrink Preprinted Tubes: Flame-retardant polyolefin tube with machine-printed identification label. Sized to suit diameter of and shrinks to fit firmly around conductor it identifies. Full shrink recovery at a maximum of 200 deg F (93 deg C). Comply with UL 224.



- F. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.

## 2.4 FLOOR MARKING TAPE

- A. 2-inch- (50-mm-) wide, 5-mil (0.125-mm) pressure-sensitive vinyl tape, with yellow and black stripes and clear vinyl overlay.

## 2.5 UNDERGROUND-LINE WARNING TAPE

- A. Tape:
  - 1. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical utility lines.
  - 2. Printing on tape shall be permanent and shall not be damaged by burial operations.
  - 3. Tape material and ink shall be chemically inert, and not subject to degrading when exposed to acids, alkalis, and other destructive substances commonly found in soils.
- B. Color and Printing:
  - 1. Comply with ANSI Z535.1 through ANSI Z535.5.
  - 2. Inscriptions for Red-Colored Tapes: ELECTRIC LINE, HIGH VOLTAGE.
- C. Tag: Type I:
  - 1. Pigmented polyolefin, bright-colored, continuous-printed on one side with the inscription of the utility, compounded for direct-burial service.
  - 2. Thickness: 4 mils (0.1 mm).
  - 3. Weight: 18.5 lb/1000 sq. ft. (9.0 kg/100 sq. m).
  - 4. 3-Inch (75-mm) Tensile According to ASTM D 882: 30 lbf (133.4 N), and 2500 psi (17.2 MPa).

## 2.6 WARNING LABELS AND SIGNS

- A. Comply with NFPA 70 and 29 CFR 1910.145.
- B. Self-Adhesive Warning Labels: Factory-printed, multicolor, pressure-sensitive adhesive labels, configured for display on front cover, door, or other access to equipment unless otherwise indicated.
- C. Baked-Enamel Warning Signs:
  - 1. Preprinted aluminum signs punched or drilled for fasteners, with colors, legend, and size required for application.
  - 2. 1/4-inch (6.4-mm) grommets in corners for mounting.
  - 3. Nominal size, 7 by 10 inches (180 by 250 mm).
- D. Metal-Backed, Butyrate Warning Signs:
  - 1. Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs with 0.0396-inch (1-mm) galvanized-steel backing; and with colors, legend, and size required for application.

2. 1/4-inch (6.4-mm) grommets in corners for mounting.
3. Nominal size, 10 by 14 inches (250 by 360 mm).

- E. Warning label and sign shall include, but are not limited to, the following legends:
1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
  2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES (915 MM)."

## 2.7 INSTRUCTION SIGNS

- A. Engraved, laminated acrylic or melamine plastic: minimum 1/16 inch (1.6 mm) thick for signs up to 20 sq. inches (129 sq. cm) and 1/8 inch (3.2 mm) thick for larger sizes, coordinate with General Electrical specification section 26 00 00.
1. Engraved legend with black letters on white face.
  2. Punched or drilled for mechanical fasteners.
  3. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.
- B. Adhesive Film Label: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch (10 mm).
- C. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch (10 mm). Overlay shall provide a weatherproof and UV-resistant seal for label.

## 2.8 EQUIPMENT IDENTIFICATION LABELS

- A. Adhesive Film Label: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch (10 mm).
- B. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch (10 mm). Overlay shall provide a weatherproof and UV-resistant seal for label.
- C. Self-Adhesive, Engraved, Laminated Acrylic or Melamine Label: Adhesive backed, with white letters on a dark-gray background. Minimum letter height shall be 3/8 inch (10 mm).
- D. Engraved, Laminated Acrylic or Melamine Label: Punched or drilled for screw mounting. White letters on a dark-gray background. Minimum letter height shall be 3/8 inch (10 mm).

## 2.9 CABLE TIES

- A. UV-Stabilized Cable Ties: Fungus inert, designed for continuous exposure to exterior sunlight, self extinguishing, one piece, self locking, Type 6/6 nylon.

1. Minimum Width: 3/16 inch (5 mm).
  2. Tensile Strength at 73 deg F (23 deg C), According to ASTM D 638: 12,000 psi (82.7 MPa).
  3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
  4. Color: Black.
- B. Plenum-Rated Cable Ties: Self extinguishing, UV stabilized, one piece, self locking.
1. Minimum Width: 3/16 inch (5 mm).
  2. Tensile Strength at 73 deg F (23 deg C), According to ASTM D 638: 7000 psi (48.2 MPa).
  3. UL 94 Flame Rating: 94V-0.
  4. Temperature Range: Minus 50 to plus 284 deg F (Minus 46 to plus 140 deg C).
  5. Color: Black.
- 2.10 MISCELLANEOUS IDENTIFICATION PRODUCTS
- A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Select paint system applicable for surface material and location (exterior or interior).
- B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Verify identity of each item before installing identification products.
- B. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- C. Apply identification devices to surfaces that require finish after completing finish work.
- D. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.
- E. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
- F. Attach plastic raceway and cable labels that are not self-adhesive type with clear vinyl tape with adhesive appropriate to the location and substrate.
- G. System Identification Color-Coding Bands for Raceways and Cables: Each color-coding band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-foot (15-m) maximum intervals in straight runs, and at 25-foot (7.6-m) maximum intervals in congested areas.

- H. Aluminum Wraparound Marker Labels and Metal Tags: Secure tight to surface of conductor or cable at a location with high visibility and accessibility.
- I. Cable Ties: For attaching tags. Use general-purpose type, except as listed below:
  - 1. Outdoors: UV-stabilized nylon.
  - 2. In Spaces Handling Environmental Air: Plenum rated.
- J. Underground-Line Warning Tape: During backfilling of trenches install continuous underground-line warning tape directly above line at 6 to 8 inches (150 to 200 mm) below finished grade. Use multiple tapes where width of multiple lines installed in a common trench or concrete envelope exceeds 16 inches (400 mm) overall.
- K. Painted Identification: Comply with requirements in painting Sections for surface preparation and paint application.

### 3.2 IDENTIFICATION SCHEDULE

- A. Concealed Raceways, Duct Banks, More Than 600 V, within Buildings: Tape and stencil 4-inch- (100-mm-) wide black stripes on 10-inch (250-mm) centers over orange background that extends full length of raceway or duct and is 12 inches (300 mm) wide. Stencil legend "DANGER CONCEALED HIGH VOLTAGE WIRING" with 3-inch- (75-mm-) high black letters on 20-inch (500-mm) centers. Stop stripes at legends. Apply to the following finished surfaces:
  - 1. Floor surface directly above conduits running beneath and within 12 inches (300 mm) of a floor that is in contact with earth or is framed above unexcavated space.
  - 2. Wall surfaces directly external to raceways concealed within wall.
  - 3. Accessible surfaces of concrete envelope around raceways in vertical shafts, exposed in the building, or concealed above suspended ceilings.
- B. Accessible Raceways, Armored and Metal-Clad Cables, More Than 600 V: Self-adhesive vinyl labels. Install labels at 10-foot (3-m) maximum intervals.
- C. Accessible Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive vinyl labels with the wiring system legend and system voltage. System legends shall be as follows:
  - 1. Emergency Power.
  - 2. Power.
- D. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.
  - 1. Color-Coding for Phase Identification, 600 V or Less: Use colors listed below for ungrounded service, feeder, and branch-circuit conductors.
    - a. Color shall be factory applied or field applied for sizes larger than No. 8 AWG, if authorities having jurisdiction permit.
    - b. Colors for 208/120-V Circuits:
      - 1) Phase A: Black.
      - 2) Phase B: Red.
      - 3) Phase C: Blue.

- c. Colors for 480/277-V Circuits:
    - 1) Phase A: Brown.
    - 2) Phase B: Orange.
    - 3) Phase C: Yellow.
  - d. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches (150 mm) from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.
- E. Power-Circuit Conductor Identification, More than 600 V: For conductors in vaults, pull and junction boxes, manholes, and handholes, use nonmetallic plastic tag holder with adhesive-backed phase tags, and a separate tag with the circuit designation.
- F. Install instructional sign including the color-code for grounded and ungrounded conductors using adhesive-film-type labels.
- G. Control-Circuit Conductor Identification: For conductors and cables in pull and junction boxes, manholes, and handholes, use self-adhesive, self-laminating polyester labels with the conductor or cable designation, origin, and destination.
- H. Control-Circuit Conductor Termination Identification: For identification at terminations provide heat-shrink preprinted tubes with the conductor designation.
- I. Conductors to Be Extended in the Future: Attach marker tape to conductors and list source.
- J. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
  - 1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
  - 2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
  - 3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual.
- K. Locations of Underground Lines: Identify with underground-line warning tape for power, lighting, communication, and control wiring and optical fiber cable.
  - 1. Limit use of underground-line warning tape to direct-buried cables.
  - 2. Install underground-line warning tape for both direct-buried cables and cables in raceway.
- L. Workspace Indication: Install floor marking tape to show working clearances in the direction of access to live parts. Workspace shall be as required by NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.
- M. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Self-adhesive warning labels.
  - 1. Comply with 29 CFR 1910.145.

2. Identify system voltage with black letters on an orange background.
  3. Apply to exterior of door, cover, or other access.
  4. For equipment with multiple power or control sources, apply to door or cover of equipment including, but not limited to, the following:
    - a. Controls with external control power connections.
- N. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.
- O. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and the Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.
1. Labeling Instructions:
    - a. Indoor Equipment: Engraved, laminated acrylic or melamine label. Unless otherwise indicated, provide a single line of text with 1/2-inch- (13-mm-) high letters on 1-1/2-inch- (38-mm-) high label; where two lines of text are required, use labels 2 inches (50 mm) high.
    - b. Outdoor Equipment: Engraved, laminated acrylic or melamine label. Stenciled legend 4 inches (100 mm) high.
    - c. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.
    - d. Unless provided with self-adhesive means of attachment, fasten labels with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.
  2. Equipment to Be Labeled:
    - a. Panelboards: Typewritten directory of circuits in the location provided by panelboard manufacturer. Panelboard identification shall be engraved, laminated acrylic or melamine label.
    - b. Enclosures and electrical cabinets.
    - c. Access doors and panels for concealed electrical items.
    - d. Switchgear.
    - e. Switchboards.
    - f. Transformers: Label that includes tag designation shown on Drawings for the transformer, feeder, and panelboards or equipment supplied by the secondary.
    - g. Substations.
    - h. Emergency system boxes and enclosures.
    - i. Enclosed switches.
    - j. Enclosed circuit breakers.
    - k. Variable-speed controllers.
    - l. Push-button stations.
    - m. Battery-inverter units.
    - n. Battery racks.
    - o. Monitoring and control equipment.
    - p. Cover plates and pull box covers.

City of Beaumont  
Fire Station 66 Electrical Upgrades  
P2S Project #2021-0505

**END OF SECTION 260553**

## SECTION 26 05 73 - SHORT CIRCUIT, COORDINATION AND ARC FLASH STUDIES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes computer-based, fault-current, overcurrent protective device coordination studies and arc flash study. Protective devices shall be set based on results of the protective device coordination study.

- 1. Coordination of series-rated devices is permitted where indicated on Drawings.

#### 1.3 DEFINITIONS

- A. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled. Existing to remain items shall remain functional throughout the construction period.
- B. Field Adjusting Agency: An independent electrical testing agency with full-time employees and the capability to adjust devices and conduct testing indicated and that is a member company of NETA.
- C. One-Line Diagram: A diagram that shows, by means of single lines and graphic symbols, the course of an electric circuit or system of circuits and the component devices or parts used therein.
- D. Power System Analysis Software Developer: An entity that commercially develops, maintains, and distributes computer software used for power system studies.
- E. Power System Analysis Specialist: Professional engineer in charge of performing the study and documenting recommendations, licensed in the state where Project is located.
- F. Protective Device: A device that senses when an abnormal current flow exists and then removes the affected portion of the circuit from the system.
- G. SCCR: Short-circuit current rating.
- H. Service: The conductors and equipment for delivering electric energy from the serving utility to the wiring system of the premises served.
- I. Single-Line Diagram: See "One-Line Diagram."



#### 1.4 ACTION SUBMITTALS

##### A. COORDINATION STUDIES

1. Product Data: For computer software program to be used for studies.
2. Other Action Submittals: The following submittals shall be made after the approval process for system protective devices has been completed. Submittals **may** be in digital form if requested by the architect/engineer.
3. Coordination-study input data, including completed computer program input data sheets.
4. Study and Equipment Evaluation Reports.
5. Coordination-Study Report.

##### B. SHORT CIRCUIT STUDIES

1. For computer software program to be used for studies.
2. Submit the following after the approval of system protective devices submittals. Submittals shall be in digital form.
  - a. Short-circuit study input data, including completed computer program input data sheets.
  - b. Short-circuit study and equipment evaluation report; signed, dated, and sealed by a qualified professional engineer.
  - c. Revised one-line diagram, reflecting field investigation results and results of short-circuit study.

##### C. ARC FLASH STUDIES

1. Product Data: For computer software program to be used for studies.
2. Study Submittals: Submit the following submittals after the approval of system protective devices submittals. Submittals shall be in digital form:
3. Arc-flash study input data, including completed computer program input data sheets.
4. Arc-flash study report; signed, dated, and sealed by Power Systems Analysis Specialist.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For power systems analysis specialist.
- B. Product Certificates: For coordination-study, fault-current-study computer software programs, certifying compliance with IEEE 399.
- C. Product Certificates: For arc-flash hazard analysis software, certifying compliance with IEEE 1584 and NFPA 70E.
- D. Power Systems Analysis Software Developer
- E. Qualification Data: For Field Adjusting Agency

## 1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For overcurrent protective devices to include in emergency, operation, and maintenance manuals.
  - 1. The following are from the Coordination Study Report:
    - a. Final one-line diagram.
    - b. Final protective device coordination study.
    - c. Coordination study data files.
    - d. List of all protective device settings.
    - e. Time-current coordination curves.
    - f. Power system data.
  - 2. The following are from the Short-Circuit Study Report:
    - a. Final one-line diagram.
    - b. Final Short-Circuit Study Report.
    - c. Short-circuit study data files.
    - d. Power system data
  - 3. The following are from the Arc Flash Hazard Report:
    - a. Provide maintenance procedures in equipment manuals according to requirements in NFPA 70E.
    - b. Operation and Maintenance Procedures: In addition to items specified in Section 017823 "Operation and Maintenance Data," provide maintenance procedures for use by Owner's personnel that comply with requirements in NFPA 70E.

## 1.7 QUALITY ASSURANCE

- A. Studies shall use computer programs that are distributed nationally and are in wide use. Software algorithms shall comply with requirements of standards and guides specified in this Section. Manual calculations are not acceptable.
- B. Power Systems Analysis Specialist Qualifications: An entity experienced in the application of computer software used for studies, having performed successful studies of similar magnitude on electrical distribution systems using similar devices.
  - 1. Professional engineer, licensed in the state where Project is located, shall be responsible for the study. All elements of the study shall be performed under the direct supervision and control of engineer.
- C. Comply with IEEE 242 for short-circuit currents and coordination time intervals.
- D. Comply with IEEE 399 for general study procedures.
- E. Field Adjusting Agency Qualifications:
  - 1. Employer of a NETA ETT-Certified Technician Level III or NICET Electrical Power Testing Level III certification responsible for all field adjusting of the Work.
  - 2. A member company of NETA.
  - 3. Acceptable to authorities having jurisdiction

## PART 2 - PRODUCTS

### 2.1 COMPUTER SOFTWARE DEVELOPERS

- A. Computer Software Developers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Operation Technology, Inc. (ETAP)
  - 2. SKM Systems Analysis, Inc.(Power Tools)

### 2.2 COMPUTER SOFTWARE PROGRAM REQUIREMENTS

- A. Comply with IEEE 399, IEEE 1584 and NFPA 70E.
- B. Analytical features of fault-current-study, device coordination study and arc flash study computer software program shall include "mandatory," "very desirable," and "desirable" features as listed in IEEE 399.
- C. Computer software program shall be capable of plotting and diagramming time-current-characteristic curves as part of its output. Computer software program shall report device settings and ratings of all overcurrent protective devices and shall demonstrate selective coordination by computer-generated, time-current coordination plots.
  - 1. Optional Features:
    - a. Arcing faults.
    - b. Simultaneous faults.
    - c. Explicit negative sequence.
    - d. Mutual coupling in zero sequence.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine Project overcurrent protective device submittals for compliance with electrical distribution system coordination requirements and other conditions affecting performance. Devices to be coordinated are indicated on Drawings.
  - 1. Proceed with coordination study only after relevant equipment submittals have been assembled. Overcurrent protective devices that have not been submitted and approved prior to coordination study may not be used in study.

### 3.2 POWER SYSTEM DATA

- A. Gather and tabulate the following input data to support coordination study:
  - 1. Product Data for overcurrent protective devices specified in other electrical Sections and involved in overcurrent protective device coordination studies. Use equipment designation tags that are consistent with electrical distribution system diagrams, overcurrent protective device submittals, input and output data, and recommended device settings.

2. Impedance of utility service entrance.
3. Electrical Distribution System Diagram: In hard-copy and electronic-copy formats, showing the following:
  - a. Circuit-breaker and fuse-current ratings and types.
  - b. Relays and associated power and current transformer ratings and ratios.
  - c. Transformer kilovolt amperes, primary and secondary voltages, connection type, impedance, and X/R ratios.
  - d. Generator kilovolt amperes, size, voltage, and source impedance.
  - e. Cables: Indicate conduit material, sizes of conductors, conductor material, insulation, and length.
  - f. Busway ampacity and impedance.
  - g. Motor horsepower and code letter designation according to NEMA MG 1.
4. Data sheets to supplement electrical distribution system diagram, cross-referenced with tag numbers on diagram, showing the following:
  - a. Special load considerations, including starting inrush currents and frequent starting and stopping.
  - b. Transformer characteristics, including primary protective device, magnetic inrush current, and overload capability.
  - c. Motor full-load current, locked rotor current, service factor, starting time, type of start, and thermal-damage curve.
  - d. Generator thermal-damage curve.
  - e. Ratings, types, and settings of utility company's overcurrent protective devices.
  - f. Special overcurrent protective device settings or types stipulated by utility company.
  - g. Time-current-characteristic curves of devices indicated to be coordinated.
  - h. Manufacturer, frame size, interrupting rating in amperes rms symmetrical, ampere or current sensor rating, long-time adjustment range, short-time adjustment range, and instantaneous adjustment range for circuit breakers.
  - i. Manufacturer and type, ampere-tap adjustment range, time-delay adjustment range, instantaneous attachment adjustment range, and current transformer ratio for overcurrent relays.
  - j. Panelboards, switchboards, motor-control center ampacity, and interrupting rating in amperes rms symmetrical.

### 3.3 FAULT-CURRENT STUDY

- A. Calculate the maximum available short-circuit current in amperes rms symmetrical at circuit-breaker positions of the electrical power distribution system. The calculation shall be for a current immediately after initiation and for a three-phase bolted short circuit at each of the following:
  1. Switchgear and switchboard bus.
  2. Medium-voltage controller.
  3. Motor-control center.
  4. Distribution panelboard.
  5. Branch circuit panelboard.

- B. Study electrical distribution system from normal and alternate power sources throughout electrical distribution system for Project. Include studies of system-switching configurations and alternate operations that could result in maximum fault conditions.
- C. Calculate momentary and interrupting duties on the basis of maximum available fault current according to IEEE 551.
- D. Calculations to verify interrupting ratings of overcurrent protective devices shall comply with IEEE 141 and IEEE 242.
  - 1. Transformers:
    - a. ANSI C57.12.10.
    - b. ANSI C57.12.22.
    - c. ANSI C57.12.40.
    - d. IEEE C57.12.00.
    - e. IEEE C57.96.
  - 2. Medium-Voltage Circuit Breakers: IEEE C37.010.
  - 3. Low-Voltage Circuit Breakers: IEEE 1015 and IEEE C37.20.1.
  - 4. Low-Voltage Fuses: IEEE C37.46.
- E. Study Report:
  - 1. Show calculated X/R ratios and equipment interrupting rating (1/2-cycle) fault currents on electrical distribution system diagram.
  - 2. Show interrupting (5-cycle) and time-delayed currents (6 cycles and above) on medium-voltage breakers as needed to set relays and assess the sensitivity of overcurrent relays.
- F. Equipment Evaluation Report:
  - 1. For 600-V overcurrent protective devices, ensure that interrupting ratings are equal to or higher than calculated 1/2-cycle symmetrical fault current.
  - 2. For devices and equipment rated for asymmetrical fault current, apply multiplication factors listed in the standards to 1/2-cycle symmetrical fault current.
  - 3. Verify adequacy of phase conductors at maximum three-phase bolted fault currents; verify adequacy of equipment grounding conductors and grounding electrode conductors at maximum ground-fault currents. Ensure that short-circuit withstand ratings are equal to or higher than calculated 1/2-cycle symmetrical fault current.

### 3.4 COORDINATION STUDY

- A. Perform coordination study using approved computer software program. Prepare a written report using results of fault-current study. Comply with IEEE 399.
  - 1. Calculate the maximum and minimum 1/2-cycle short-circuit currents.
  - 2. Calculate the maximum and minimum interrupting duty (5 cycles to 2 seconds) short-circuit currents.
  - 3. Calculate the maximum and minimum ground-fault currents.
- B. Comply with IEEE 141 recommendations for fault currents and time intervals.

- C. Transformer Primary Overcurrent Protective Devices:
  - 1. Device shall not operate in response to the following:
    - a. Inrush current when first energized.
    - b. Self-cooled, full-load current or forced-air-cooled, full-load current, whichever is specified for that transformer.
    - c. Permissible transformer overloads according to IEEE C57.96 if required by unusual loading or emergency conditions.
  - 2. Device settings shall protect transformers according to IEEE C57.12.00, for fault currents.
- D. Motors served by voltages more than 600 V shall be protected according to IEEE 620.
- E. Conductor Protection: Protect cables against damage from fault currents according to ICEA P-32-382, ICEA P-45-482, and conductor melting curves in IEEE 242. Demonstrate that equipment withstands the maximum short-circuit current for a time equivalent to the tripping time of the primary relay protection or total clearing time of the fuse. To determine temperatures that damage insulation, use curves from cable manufacturers or from listed standards indicating conductor size and short-circuit current.
- F. Coordination-Study Report: Prepare a written report indicating the following results of coordination study:
  - 1. Tabular Format of Settings Selected for Overcurrent Protective Devices:
    - a. Device tag.
    - b. Relay-current transformer ratios; and tap, time-dial, and instantaneous-pickup values.
    - c. Circuit-breaker sensor rating; and long-time, short-time, and instantaneous settings.
    - d. Fuse-current rating and type.
    - e. Ground-fault relay-pickup and time-delay settings.
  - 2. Coordination Curves: Prepared to determine settings of overcurrent protective devices to achieve selective coordination. Graphically illustrate that adequate time separation exists between devices installed in series, including power utility company's upstream devices. Prepare separate sets of curves for the switching schemes and for emergency periods where the power source is local generation. Show the following information:
    - a. Device tag.
    - b. Voltage and current ratio for curves.
    - c. Three-phase and single-phase damage points for each transformer.
    - d. No damage, melting, and clearing curves for fuses.
    - e. Cable damage curves.
    - f. Transformer inrush points.
    - g. Maximum fault-current cutoff point.
- G. Completed data sheets for setting of overcurrent protective devices.

### 3.5 ARC-FLASH HAZARD ANALYSIS

- A. Comply with NFPA 70E and its Annex D for hazard analysis study.

- B. Preparatory Studies: Perform the Short-Circuit and Protective Device Coordination studies prior to starting the Arc-Flash Hazard Analysis.
  - 1. Short-Circuit Study Output: As specified in "Short-Circuit Study Output Reports" Paragraph in "Short-Circuit Study Report Contents" Article in Section 260573.
  - 2. Coordination Study Report Contents: As specified in "Coordination Study Report Contents" Article in Section 260573.
- C. Calculate maximum and minimum contributions of fault-current size.
  - 1. Maximum calculation shall assume a maximum contribution from the utility and shall assume motors to be operating under full-load conditions.
  - 2. Calculate arc-flash energy at 85 percent of maximum short-circuit current according to IEEE 1584 recommendations.
  - 3. Calculate arc-flash energy at 38 percent of maximum short-circuit current according to NFPA 70E recommendations.
  - 4. Calculate arc-flash energy with the utility contribution at a minimum and assume no motor contribution.
- D. Calculate the arc-flash protection boundary and incident energy at locations in electrical distribution system where personnel could perform work on energized parts.
- E. Include medium-and low-voltage equipment locations, except equipment rated 240 V ac or less fed from transformers less than 125 kVA.
- F. Calculate the limited, restricted, and prohibited approach boundaries for each location.
- G. Incident energy calculations shall consider the accumulation of energy over time when performing arc-flash calculations on buses with multiple sources. Iterative calculations shall take into account the changing current contributions, as the sources are interrupted or decremented with time. Fault contribution from motors and generators shall be decremented as follows:
  - 1. Fault contribution from induction motors shall not be considered beyond three to five cycles.
  - 2. Fault contribution from synchronous motors and generators shall be decayed to match the actual decrement of each as closely as possible (for example, contributions from permanent magnet generators will typically decay from 10 per unit to three per unit after 10 cycles).
- H. Arc-flash energy shall generally be reported for the maximum of line or load side of a circuit breaker. However, arc-flash computation shall be performed and reported for both line and load side of a circuit breaker as follows:
  - 1. When the circuit breaker is in a separate enclosure.
  - 2. When the line terminals of the circuit breaker are separate from the work location.
- I. Base arc-flash calculations on actual overcurrent protective device clearing time. Cap maximum clearing time at two seconds based on IEEE 1584, Section B.1.2.

### 3.6 ARC-FLASH STUDY REPORT CONTENT

- A. Executive summary of study findings.

- B. Study descriptions, purpose, basis, and scope. Include case descriptions, definition of terms, and guide for interpretation of results.
- C. One-line diagram, showing the following:
  - 1. Protective device designations and ampere ratings.
  - 2. Conductor types, sizes, and lengths.
  - 3. Transformer kilovolt ampere (kVA) and voltage ratings, including derating factors and environmental conditions.
  - 4. Motor and generator designations and kVA ratings.
  - 5. Switchgear, switchboard, motor-control center, panelboard designations, and ratings.
- D. Study Input Data: As described in "Power System Data" Article.
- E. Short-Circuit Study Output Data: As specified in "Short-Circuit Study Output Reports" Paragraph in "Short-Circuit Study Report Contents" Article in Section 260573.1.4B "Short-Circuit Studies."
- F. Protective Device Coordination Study Report Contents: As specified in "Coordination Study Report Contents" Article in Section 260573.1.4A "Coordination Studies."
- G. Arc-Flash Study Output Reports:
  - 1. Interrupting Duty Report: Three-phase and unbalanced fault calculations, showing the following for each equipment location included in the report:
    - a. Voltage.
    - b. Calculated symmetrical fault-current magnitude and angle.
    - c. Fault-point X/R ratio.
    - d. No AC Decrement (NACD) ratio.
    - e. Equivalent impedance.
    - f. Multiplying factors for 2-, 3-, 5-, and 8-cycle circuit breakers rated on a symmetrical basis.
    - g. Multiplying factors for 2-, 3-, 5-, and 8-cycle circuit breakers rated on a total basis.
- H. Incident Energy and Flash Protection Boundary Calculations:
  - 1. Arcing fault magnitude.
  - 2. Protective device clearing time.
  - 3. Duration of arc.
  - 4. Arc-flash boundary.
  - 5. Restricted approach boundary.
  - 6. Limited approach boundary.
  - 7. Working distance.
  - 8. Incident energy.
  - 9. Hazard risk category.
  - 10. Recommendations for arc-flash energy reduction.
- I. Fault study input data, case descriptions, and fault-current calculations including a definition of terms and guide for interpretation of computer printout.



### 3.7 ARC-FLASH WARNING LABELS

- A. Comply with requirements in Section 260553 "Identification for Electrical Systems" for self-adhesive equipment labels. Produce a 3.5-by-5-inch (76-by-127-mm) self-adhesive equipment label for each work location included in the analysis.
- B. Label shall have an orange header with the wording, "WARNING, ARC-FLASH HAZARD," and shall include the following information taken directly from the arc-flash hazard analysis:
  - 1. Location designation.
  - 2. Nominal voltage.
  - 3. Protection boundaries.
    - a. Arc-flash boundary.
    - b. Restricted approach boundary.
    - c. Limited approach boundary.
  - 4. Arc flash PPE category.
  - 5. Required minimum arc rating of PPE in Cal/cm squared.
  - 6. Available incident energy.
  - 7. Working distance.
  - 8. Available fault current
  - 9. Engineering report number, revision number, and issue date.
- C. Labels shall be machine printed, with no field-applied markings.
- D. Apply a label to each piece of equipment addresses by the study.

END OF SECTION 260573

## SECTION 26 24 16 - PANELBOARDS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Distribution panelboards.
  - 2. Lighting and appliance branch-circuit panelboards.
- B. Related Sections include the following:
  - 1. Section 260553 "Identification for Electrical Systems".

#### 1.3 DEFINITIONS

- A. EMI: Electromagnetic interference.
- B. GFCI: Ground-fault circuit interrupter.
- C. RMS: Root mean square.
- D. SPDT: Single pole, double throw
- E. SPD: Surge Protective Device

#### 1.4 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Panelboards shall withstand the effects of earthquake motions determined according to SEI/ASCE 7.
  - 1. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified."

#### 1.5 ACTION SUBMITTALS

- A. Product Data: For each type of panelboard, switching and overcurrent protective device, transient voltage suppression device, accessory, and component indicated. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.

- B. Shop Drawings: For each panelboard and related equipment.
  - 1. Include dimensioned plans, elevations, sections, and details. Show tabulations of installed devices, equipment features, and ratings.
  - 2. Detail enclosure types and details for types other than NEMA 250, Type 1.
  - 3. Detail bus configuration, current, and voltage ratings.
  - 4. Short-circuit current rating of panelboards and overcurrent protective devices.
  - 5. Include evidence of UL listing for series rating of installed devices. Series rated devices shall be permitted if specified on the drawings.
  - 6. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
  - 7. Include wiring diagrams for power, signal, and control wiring.
  - 8. Include time-current coordination curves for each type and rating of overcurrent protective device included in panelboards. Submit on translucent log-log graft paper; include selectable ranges for each type of overcurrent protective device.

## 1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified testing agency.
- B. Seismic Qualification Certificates: Submit certification that panelboards, overcurrent protective devices, accessories, and components will withstand seismic forces defined in Section 260548 "Vibration and Seismic Controls for Electrical Systems." Include the following:
  - 1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
  - 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
  - 3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
- C. Field Quality-Control Reports:
  - 1. Test procedures used.
  - 2. Test results that comply with requirements.
  - 3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.
  - 4. Submit within two (2) weeks of completion of tests.
- D. Panelboard Schedules: For installation in panelboards.

## 1.7 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For panelboards and components to include in emergency, operation, and maintenance manuals. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:
  - 1. Manufacturer's written instructions for testing and adjusting overcurrent protective devices.
  - 2. Time-current curves, including selectable ranges for each type of overcurrent protective device that allows adjustments.

## 1.8 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Keys: Two spares for each type of panelboard cabinet lock.
  - 2. Circuit Breakers Including GFCI and Ground Fault Equipment Protection (GFEP) Types: Two spares for each panelboard.
  - 3. Fuses for Fused Switches: Equal to 10 percent of quantity installed for each size and type, but no fewer than three of each size and type.
  - 4. Fuses for Fused Power-Circuit Devices: Equal to 10 percent of quantity installed for each size and type, but no fewer than three of each size and type.

## 1.9 QUALITY ASSURANCE

- A. If alternate manufacturer of products other than what are specified in this section are submitted, all necessary documents not limited to cut sheets, technical information, test reports from recognized testing labs and factory test reports shall be submitted to the satisfaction of the owner/engineer to ensure quality and conformance to the specifications. Additional testing shall be undertaken if it is concluded by the owner/engineer that the submitted test reports are either insufficient or do not include all tests necessary for product acceptance. The tests shall be conducted by a recognized lab acceptable to the owner/engineer and all tests shall be witnessed by owner's/engineer's personnel. All testing procedures and test results shall be satisfactory to the owner/engineer. Contractor shall be responsible for arranging the tests, for transportation, food and lodging for minimum of one owner's/engineer's representative to witness the test at the testing lab. Include all costs for the above in the bid.
- B. Contractor shall ensure that the manufacturer has a minimum of 15 years experience in the production of Panelboards similar to the type and size specified in this project.
- C. Manufacturer shall have ISO 9001 or 9002 Certification.
- D. Manufacturer shall have ability to readily provide replacement parts for a minimum period of ten (10) years, from the date of completion of the project. Furnish a letter from the manufacturer confirming the availability.
- E. Panelboards shall be assembled at the manufacturer's own manufacturing facility using its own major devices (e.g., circuit breakers) for the assembly. These devices shall be normally carried by the manufacturer as standard catalog items.
- F. Panelboard shall comply with seismic zone applicable to the project. Unless otherwise indicated, verify requirements with Architect or Structural Engineer of Record (SEOR).
- G. Materials and equipment shall be new, modern in design and shall not have been in prior service except as required by factory tests. Major components (e.g. Circuit breakers) shall be manufactured within six months of installation.
- H. Source Limitations: Obtain panelboards, overcurrent protective devices and accessories through one source from a single manufacturer through a local distributor unless

otherwise indicated. All power distribution equipment shall be of the same manufacturer as the substation.

- I. Comply with NFPA 70.
- J. Comply with NEMA PB 1.
- K. Comply with UL 891.
- L. Installer Qualifications: An employer of workers qualified as defined in NEMA PB 2.1 and trained in electrical safety as required by NFPA 70E.
- M. Product Options: Drawings indicate size, profiles, and dimensional requirements of panelboards and are based on the specific system indicated. Refer to Part 2 "Product Requirements."
- N. Electrical Components, Devices, and Accessories: UL Listed and labeled as defined in NFPA 70, Article 100—and marked for intended location and application.
- O. Testing Agency Qualifications: Member of NETA;
  - 1. Testing agency shall be an independent company; shall have been a member of NETA for a minimum of ten (10) years and has permanent in-house testing engineers and technicians involved with testing of switchboards, panelboards and OCPDs similar to those specified on this project.
  - 2. Testing company shall be located with 50 miles radius of the project.
  - 3. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing to supervise on-site testing specified in Part 3.
  - 4. Field Testing technician and supervisor shall have minimum ten (10) years experience in field testing of switchboards similar to the type and rating specified on this project.

#### 1.10 DELIVERY, STORAGE, AND HANDLING

- A. Remove loose packing and flammable materials from inside panelboards; install temporary electric heating (250 W per panelboard) to prevent condensation.
- B. Handle and prepare panelboards for installation according to NECA 407.

#### 1.11 PROJECT CONDITIONS

- A. Environmental Limitations:
  - 1. Do not deliver or install panelboards until spaces are enclosed and weathertight, wet work in spaces is complete and dry, work above panelboards is complete, and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.
  - 2. Rate equipment for continuous operation under the following conditions unless otherwise indicated:

- a. Ambient Temperature: Not exceeding minus 22 deg F (minus 30 deg C) to plus 104 deg F (plus 40 deg C).
  - b. Altitude: Not exceeding 6600 feet (2000 m).
- B. Service Conditions: NEMA PB 1, usual service conditions, as follows:
1. Ambient temperatures within limits specified.
  2. Altitude not exceeding 6600 feet (2000 m).
- C. Interruption of Existing Electric Service: Do not interrupt electric service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electric service according to requirements indicated:
1. Notify Construction Manager and Owner no fewer than 14 days in advance of proposed interruption of electric service.
  2. Do not proceed with interruption of electric service without Construction Manager and Owner written permission.
  3. Comply with NFPA 70E.

#### 1.12 COORDINATION

- A. Coordinate layout and installation of panelboards and components with other construction that penetrates walls or is supported by them, including electrical and other types of equipment, raceways, piping, encumbrances to workspace clearance requirements, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.
- B. Coordinate sizes and locations of concrete bases with actual equipment provided. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified with concrete.

#### 1.13 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace transient voltage suppression devices that fail in materials or workmanship within specified warranty period.
1. Warranty Period: Five years from date of Substantial Completion.

### PART 2 - PRODUCTS

#### 2.1 GENERAL REQUIREMENTS FOR PANELBOARDS

- A. Fabricate and test panelboards according to IEEE 344 to withstand seismic forces.
- B. Enclosures: Flush- and surface-mounted cabinets (surface in electrical/IT/mechanical rooms only).
1. Rated for environmental conditions at installed location.
    - a. Indoor Dry and Clean Locations: NEMA 250, Type 1.
    - b. Outdoor Locations: NEMA 250, Type 3R.

2. Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box dimensions; for flush-mounted fronts, overlap box.
  3. Hinged Front Cover: Entire front trim hinged to box and with standard door within hinged trim cover.
  4. Skirt for Surface-Mounted Panelboards: Same gage and finish as panelboard front with flanges for attachment to panelboard, wall, and ceiling or floor. No splices shall be permitted inside the skirt.
  5. Finishes:
    - a. Panels and Trim: galvanized steel, factory finished immediately after cleaning and pretreating with manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat or Powder coated
    - b. Back Boxes: Same finish as panels and trim.
  6. Directory Card: Inside panelboard door, mounted in transparent card holder.
- C. Incoming Mains Location: Top and bottom.
- D. Phase, Neutral, and Ground Buses:
1. Material: Hard-drawn copper, 98 percent conductivity.
  2. Equipment Ground Bus: Adequate for feeder and branch-circuit equipment grounding conductors; bonded to box.
  3. Isolated Ground Bus: Adequate for branch-circuit isolated ground conductors; insulated from box.
  4. Split Bus: Vertical buses divided into individual vertical sections.
- E. Conductor Connectors: Suitable for use with conductor material and sizes.
1. Material: Hard-drawn copper, 98 percent conductivity.
  2. Main and Neutral Lugs: Mechanical type.
  3. Ground Lugs and Bus-Configured Terminators: Mechanical type.
  4. Feed-Through Lugs: Mechanical type, suitable for use with conductor material. Locate at opposite end of bus from incoming lugs or main device.
  5. Subfeed (Double) Lugs: Mechanical type suitable for use with conductor material. Locate at same end of bus as incoming lugs or main device.
- F. Service Equipment Label: UL labeled for use as service equipment for panelboards or load centers with one or more main service disconnecting and overcurrent protective devices.
- G. Future Devices: Mounting brackets, bus connections, filler plates, and necessary appurtenances required for future installation of devices.
- H. Panelboard shall be listed and labeled with UL short circuit rating. If Series Rated Panelboard is specified-the panelboard shall be rated for series-connected system with integral or remote upstream overcurrent protective devices and labeled by UL-. Include size and type of allowable upstream and branch devices, listed and labeled for series-connected short-circuit rating by UL-.
- I. Panelboard Short-Circuit Current Rating: Fully rated to interrupt symmetrical short-circuit current available at terminals.

## 2.2 DISTRIBUTION PANELBOARDS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following manufacturers
  - 1. Square D; a brand of Schneider Electric
  - 2. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
  - 3. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
  - 4. Siemens Energy & Automation, Inc.
- B. Panelboards: NEMA PB 1, power and feeder distribution type.
- C. Interiors shall be completely factory assembled. These shall be designed such that switching and protective devices can be replaced without disturbing adjacent units and without removing the main bus interiors.
- D. Doors: Secured with vault-type latch with tumbler lock; keyed alike.
  - 1. For doors more than 36 inches (914 mm) high, provide two latches, keyed alike.
- E. Mains: Circuit breaker and Lugs only.
- F. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes 125 A and Smaller: Bolt-on circuit breakers.
- G. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes Larger Than 125 A: Bolt-on circuit breakers; plug-in circuit breakers where individual positive-locking device requires mechanical release for removal.
- H. Column-Type Panelboards: Narrow gutter extension, with cover, to overhead junction box equipped with ground and neutral terminal buses.

## 2.3 LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following manufacturers
  - 1. Square D; a brand of Schneider Electric
  - 2. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
  - 3. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
  - 4. Siemens Energy & Automation, Inc.
- B. Panelboards: NEMA PB 1, lighting and appliance branch-circuit type.
- C. Mains: Circuit breaker or lugs only.
- D. Branch Overcurrent Protective Devices: Bolt-on circuit breakers, replaceable without disturbing adjacent units.
- E. Doors: Door-in-door type. Concealed hinges; secured with flush latch with tumbler lock; keyed alike.



## 2.4 DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following manufacturers
1. Square D; a brand of Schneider Electric
  2. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
  3. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
  4. Siemens Energy & Automation, Inc..
- B. Molded-Case Circuit Breaker (MCCB): Comply with UL 489, with interrupting capacity to meet available fault currents.
1. Where indicated provide circuit breakers UL listed for application at 100% of their continuous ampere rating in their intended enclosure.
  2. Thermal-Magnetic Circuit Breakers (below 400A frame): Inverse time-current element for low-level overloads, and instantaneous magnetic trip element for short circuits. Provide field adjustable magnetic trip setting for circuit-breakers serving motor loads or other special applications as indicated
  3. Electronic trip circuit breakers (400A frame size and larger) with rms sensing; field-replaceable rating plug or field-replaceable electronic trip; and the following field-adjustable settings:
    - a. Instantaneous trip.
    - b. Long- and short-time pickup levels.
    - c. Long- and short-time time adjustments.
    - d. Ground-fault pickup level, time delay, and I<sup>2</sup>t response.
    - e. CBs shall have an integral power supply installed at the factory if required for proper functioning of the breaker. An external power supply shall not be acceptable.
  4. Circuit breakers shall have a minimum interrupting rating of 10,000 amperes RMS symmetrical at 240 volts, and 14,000 amperes RMS symmetrical at 480 volts, unless otherwise noted on the drawings. Verify maximum available fault levels from the Short Circuit and Coordination Study. Minimum interrupting rating (AIC) shall be 110% of the available fault level.
  5. Current-Limiting Circuit Breakers: Frame sizes 400 A and smaller; let-through ratings less than NEMA FU 1, RK-5.
  6. GFCI Circuit Breakers: Single- and two-pole configurations with Class A ground-fault protection (6-mA trip).
  7. Ground-Fault Equipment Protection (GFEP) Circuit Breakers: Class B ground-fault protection (30-mA trip).
  8. Arc-Fault Circuit Interrupter (AFCI) Circuit Breakers: Comply with UL 1699; 120/240-V, single-pole configuration.
  9. Molded-Case Circuit-Breaker (MCCB) Features and Accessories:
    - a. Standard frame sizes, trip ratings, and number of poles.
    - b. Lugs: Mechanical style, suitable for number, size, trip ratings, and conductor materials.
    - c. Ground-Fault Protection: Integrally mounted relay and trip unit with adjustable pickup and time-delay settings, push-to-test feature, and ground-fault indicator.
    - d. Key Interlock Kit: Externally mounted to prohibit circuit-breaker operation; key shall be removable only when circuit breaker is in off position.

- e. Zone-Selective Interlocking: Integral with electronic trip unit; for interlocking ground-fault protection function with other upstream or downstream devices.
- f. Multipole units enclosed in a single housing or factory assembled to operate as a single unit.
- g. Handle Padlocking Device: Fixed attachment, for locking circuit-breaker handle in on or off position.
- h. Handle Clamp: Loose attachment, for holding circuit-breaker handle in on position.
- i. Circuit breaker handle locks shall be provided for all circuits that supply exit signs, emergency lights, energy management, and control system (EMCS) panels and fire alarm panels.

## 2.5 PANELBOARD SUPPRESSORS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following manufacturers
  - 1. Square D; a brand of Schneider Electric
  - 2. Current Technology; a subsidiary of Danahar Corporation.
  - 3. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
  - 4. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
  - 5. Siemens Energy & Automation, Inc..
  
- B. Surge Protection Device: IEEE C62.41-compliant, integrally mounted, bolt-on, solid-state, parallel-connected, modular (with field-replaceable modules) type, with sine-wave tracking suppression and filtering modules, UL 1449, second edition, short-circuit current rating matching or exceeding the panelboard short-circuit rating, and with the following features and accessories:
  - 1. Accessories:
    - a. Fuses rated at 200-kA interrupting capacity.
    - b. Fabrication using bolted compression lugs for internal wiring.
    - c. Integral disconnect switch.
    - d. Redundant suppression circuits.
    - e. Redundant replaceable modules.
    - f. Arrangement with wire connections to phase buses, neutral bus, and ground bus.
    - g. LED indicator lights for power and protection status.
    - h. Audible alarm, with silencing switch, to indicate when protection has failed.
    - i. Form-C contacts rated at 5 A and 250-V ac, one normally open and one normally closed, for remote monitoring of system operation. Contacts shall reverse position on failure of any surge diversion module or on opening of any current-limiting device. Coordinate with building power monitoring and control system.
    - j. Six-digit, transient-event counter set to totalize transient surges.
  - 2. Peak Single-Impulse Surge Current Rating: per manufacturer requirements.
  - 3. Minimum single-impulse current ratings, using 8-by-20-mic.sec. waveform described in IEEE C62.41.2.
    - a. Line to Neutral: 70,000 A.
    - b. Line to Ground: 70,000 A.
    - c. Neutral to Ground: 50,000 A.

4. Withstand Capabilities: 12,000 IEEE C62.41, Category C3 (10 kA), 8-by-20-mic.sec. surges with less than 5 percent change in clamping voltage.
5. Protection modes and UL 1449 SVR for grounded wye circuits with 480Y/277, 208Y/120-V, three-phase, four-wire circuits shall be as follows:
  - a. Line to Neutral: 800 V for 480Y/277, 400 V for 208Y/120.
  - b. Line to Ground: 800 V for 480Y/277, 400 V for 208Y/120.
  - c. Neutral to Ground: 800 V for 480Y/277, 400 V for 208Y/120.

## 2.6 ACCESSORY COMPONENTS AND FEATURES

- A. Accessory Set: Include tools and miscellaneous items required for overcurrent protective device test, inspection, maintenance, and operation.
- B. Portable Test Set: For testing functions of solid-state trip devices without removing from panelboard. Include relay and meter test plugs suitable for testing panelboard meters and switchboard class relays.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Receive, inspect, handle, and store panelboards according to NEMA PB 1.1.
- B. Examine panelboards before installation. Reject panelboards that are damaged or rusted or have been subjected to water saturation.
- C. Examine elements and surfaces to receive panelboards for compliance with installation tolerances and other conditions affecting performance of the Work.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. Install panelboards and accessories according to NEMA PB 1.1.
- B. Equipment Mounting: Install panelboards on concrete bases, 4-inch (100-mm) nominal thickness.
  1. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch (450-mm) centers around full perimeter of base.
  2. For panelboards, install epoxy-coated anchor bolts that extend through concrete base and anchor into structural concrete floor.
  3. Place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
  4. Install anchor bolts to elevations required for proper attachment to panelboards.
  5. Attach panelboard to the vertical finished or structural surface behind the panelboard.

- C. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from panelboards.
- D. Comply with mounting and anchoring requirements.
- E. Mount top of trim 90 inches (2286 mm) above finished floor unless otherwise indicated. Mounting height of Over Current Protective Devices shall be 6"7" above finished floor to the center of the grip of device operating handle unless a lower height is indicated or required by code.
- F. Mount panelboard cabinet plumb and rigid without distortion of box. Mount recessed panelboards with fronts uniformly flush with wall finish and mating with back box.
- G. Install overcurrent protective devices and controllers not already factory installed.
  - 1. Set field-adjustable, circuit-breaker trip ranges.
- H. Install filler plates in unused spaces.
- I. Stub four 1-inch (27-GRC) empty conduits from panelboard into accessible ceiling space or space designated to be ceiling space in the future. Stub four 1-inch (27-GRC) empty conduits into raised floor space or below slab not on grade.
- J. Arrange conductors in gutters into groups and bundle and wrap with wire ties.
- K. Comply with NECA 1.

### 3.3 IDENTIFICATION

- A. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs complying with Section 260553 "Identification for Electrical Systems."
- B. Create a directory to indicate installed circuit loads; incorporate Owner's final room designations. Obtain approval before installing. Use a computer or typewriter to create directory; handwritten directories are not acceptable.
- C. Panelboard Nameplates: Label each panelboard with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
- D. Device Nameplates: Label each branch circuit device in distribution panelboards with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

### 3.4 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

- B. **Manufacturer's Field Service:** Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.
- C. **Perform tests and inspections.**
  - 1. **Manufacturer's Field Service:** Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- D. **Acceptance Testing Preparation:**
  - 1. Test insulation resistance for each panelboard bus, component, connecting supply, feeder, and control circuit.
  - 2. Test continuity of each circuit.
- E. **Tests and Inspections:**
  - 1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
  - 2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
  - 3. Perform the following infrared scan tests and inspections and prepare reports:
    - a. **Initial Infrared Scanning:** After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each panelboard. Remove front panels so joints and connections are accessible to portable scanner.
    - b. **Follow-up Infrared Scanning:** Perform an additional follow-up infrared scan of each panelboard 11 months after date of Substantial Completion.
    - c. **Instruments and Equipment:**
      - 1) Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
- F. Panelboards will be considered defective if they do not pass tests and inspections.
- G. Prepare test and inspection reports, including a certified report that identifies panelboards included and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

### 3.5 ADJUSTING

- A. Adjust moving parts and operable component to function smoothly and lubricate as recommended by manufacturer.
- B. Set field-adjustable circuit-breaker trip ranges as indicated or as specified in Section 260573 "Short Circuit, Coordination and Arc Flash Studies."
- C. **Load Balancing:** After Substantial Completion, but not more than 60 days after Final Acceptance, measure load balancing and make circuit changes.
  - 1. Measure as directed during period of normal system loading.

2. Perform load-balancing circuit changes outside normal occupancy/working schedule of the facility and at time directed. Avoid disrupting critical 24-hour services such as fax machines and on-line data processing, computing, transmitting, and receiving equipment.
3. After circuit changes, recheck loads during normal load period. Record all load readings before and after changes and submit test records.
4. Tolerance: Difference exceeding 20 percent between phase loads, within a panelboard, is not acceptable. Rebalance and recheck as necessary to meet this minimum requirement.

### 3.6 PROTECTION

- A. Temporary Heating: Apply temporary heat to maintain temperature according to manufacturer's written instructions.

END OF SECTION 262416

## SECTION 26 27 26 - WIRING DEVICES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  1. Receptacles, receptacles with integral GFCI, and associated device plates.
  2. Twist-locking receptacles.
  3. Isolated-ground receptacles.
  4. Tamper-resistant receptacles.
  5. Weather-resistant receptacles.
  6. Snap switches and wall-box dimmers.
  7. Solid-state fan speed controls.
  8. Wall-switch and exterior occupancy sensors.
  9. Communications outlets.
  10. Toggle switches, 120/277 V, 20 A.
  11. Decorator-style devices, 20 A.
  12. Pendant cord-connector devices.
  13. Cord and plug sets.
  14. Floor service outlets, poke-through assemblies, service poles, and multioutlet assemblies.

#### 1.3 DEFINITIONS

- A. AFCI: Arc-fault circuit interrupter.
- B. EMI: Electromagnetic interference.
- C. GFCI: Ground-fault circuit interrupter.
- D. Pigtail: Short lead used to connect a device to a branch-circuit conductor.
- E. RFI: Radio-frequency interference.
- F. SPD: Surge Protective Device.
- G. UTP: Unshielded twisted pair.

#### 1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
  - 1. Receptacles for Owner-Furnished Equipment: Match plug configurations.
  - 2. Cord and Plug Sets: Match equipment requirements.

#### 1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: List of legends and description of materials and process used for premarking wall plates.
- C. Samples: One for each type of device and wall plate specified, in each color specified.

#### 1.6 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

#### 1.7 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For wiring devices to include in all manufacturers' packing-label warnings and instruction manuals that include labeling conditions.

#### 1.8 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Service/Power Poles: One for every 10.
  - 2. Floor Service-Outlet Assemblies: One for every 10, but no fewer than one.
  - 3. Poke-Through, Fire-Rated Closure Plugs: One for every five floor service outlets installed, but no fewer than two.

#### 1.9 QUALITY ASSURANCE

- A. Source Limitations: Obtain each type of wiring device through one source from a single manufacturer. Switches, receptacles and cover plates shall be of the same manufacturer.
- B. Comply with National Electrical Manufacturer's Association (NEMA) standards. Furnish products listed and classified by Underwriter's Laboratories Inc. as suitable for purpose specified and shown.
- C. Manufacturer shall have a minimum of ten (10) years experience in the production of wiring devices specified and shall have ISO 9001 and 9002 certifications.



## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers' Names: Shortened versions (shown in parentheses) of the following manufacturers' names are used in other Part 2 articles:
  - 1. Hubbell Incorporated; Wiring Device-Kellems (Hubbell).
  - 2. Leviton Mfg. Company Inc. (Leviton).
  - 3. Pass & Seymour/Legrand (Pass & Seymour).
- B. Source Limitations: Obtain each type of wiring device and associated wall plate from single source from single manufacturer.

### 2.2 GENERAL WIRING-DEVICE REQUIREMENTS

- A. Wiring Devices, Components, and Accessories: UL Listed and labeled and marked for intended location and application.
- B. Comply with NFPA 70.
- C. All controlled receptacle outlets shall be blue in color.
- D. Devices that are manufactured for use with modular plug-in connectors may be substituted under the following conditions:
  - 1. Connectors shall comply with UL2459 and shall be made with stranding building wire.
  - 2. Devices shall comply with the requirements in this Section.

### 2.3 STRAIGHT-BLADE RECEPTACLES

- A. Convenience Receptacles, 125V, 20A: Comply with NEMA WD1, NEMA WD6 Configuration 5-20R, UL498, and FSW-C-596.
  - 1. Products: Subject to compliance with requirements, provide one of the following manufacturers:
    - a. Hubbell; HBL5361 (single), HBL5362 (duplex).
    - b. Leviton; 5361 (single), 5362 (duplex).
    - c. Pass & Seymour; 5361 (single), 5362 (duplex).
  - 2. Description: Grounded, industrial extra heavy duty specifications grade, back- and side-wired, single-piece grounding brass strap with integral ground, impact-resistant thermoplastic nylon cover and body, smooth face, with separate grounding screw and NEMA 5-20R plug configurations.
- B. Tamper-Resistant Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 Configuration 5-20R, UL 498 Supplement sd, and FS W-C-596.
- C. Weather-Resistant Duplex Receptacle, 125 V, 20 A:
  - 1. Description: Two pole, three wire, and self-grounding. Integral shutters that operate only when a plug is inserted in the receptacle. Square face.

2. Configuration: NEMA WD 6, Configuration 5-20R.
  3. Standards: Comply with UL 498.
- D. Controlled Duplex Receptacles, 125 V, 20A
1. Description: Two pole, three wire and self-grounding.
  2. Configuration: NEMA WD 6, Configuration 5-20R.
  3. Standards: Comply with UL 498.
  4. Marking: Shall have permanent marking per CEC 130.5 (d).
  5. USB Receptacles: Dual and quad, USB Type A, 5 V dc, and 2.1 A per receptacle (minimum).
  6. Standards: Comply with UL 1310 and USB 3.0 devices.

## 2.4 GFCI RECEPTACLES

- A. General Description:
1. Straight blade, feed-through type.
  2. Comply with NEMA WD 1, NEMA WD 6, UL 498, UL 943 Class A, and FS W-C-596.
  3. Include indicator light that shows when the GFCI has malfunctioned and no longer provides proper GFCI protection.
  4. Include self test feature so that the outlet is automatically tested every fifteen minutes.
  5. Outlets used in coastal environments shall be suitable for such applications and shall be properly protected against the ambient conditions.
- B. Duplex GFCI Convenience Receptacles, 125 V, 20 A:
1. Products: Subject to compliance with requirements, provide one of the following manufacturers Hubbell; GFR5352L.
  2. Pass & Seymour; 2095.
  3. Leviton; 7590.
- C. Tamper-Resistant GFCI Convenience Receptacles, 125 V, 20 A:
1. Products: Subject to compliance with requirements, provide one of the following manufacturers :
    - a. Hubbell; GFTR20.
    - b. Pass & Seymour; 2095TR.

## 2.5 TWIST-LOCKING RECEPTACLES

- A. Single Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 Configuration L5-20R, and UL 498.
1. Products: Subject to compliance with requirements, provide one of the following manufacturers :
    - a. Hubbell; HBL2310.
    - b. Leviton; 2310.
    - c. Pass & Seymour; L520-R.
- B. Isolated-Ground, Single Convenience Receptacles, 125 V, 20 A:

- a. Products: Subject to compliance with requirements, provide one of the following manufacturers Hubbell; IG2310.
  - b. Leviton; 2310-IG.
  - c. Pass & Seymour; IG4700.
2. Description:
- a. Comply with NEMA WD 1, NEMA WD 6 Configuration L5-20R, and UL 498.
  - b. Equipment grounding contacts shall be connected only to the green grounding screw terminal of the device and with inherent electrical isolation from mounting strap. Isolation shall be integral to receptacle construction and not dependent on removable parts.

## 2.6 PENDANT CORD-CONNECTOR DEVICES

### A. Description:

1. Matching, locking-type plug and receptacle body connector.
2. NEMA WD 6 Configurations L5-20P and L5-20R, heavy-duty grade, and FS W-C-596.
3. Body: Nylon, with screw-open, cable-gripping jaws and provision for attaching external cable grip.
4. External Cable Grip: Woven wire-mesh type made of high-strength, galvanized-steel wire strand, matched to cable diameter, and with attachment provision designed for corresponding connector.

## 2.7 CORD AND PLUG SETS

### A. Description:

1. Match voltage and current ratings and number of conductors to requirements of equipment being connected.
2. Cord: Rubber-insulated, stranded-copper conductors, with Type SOW-A jacket; with green-insulated grounding conductor and ampacity of at least 130 percent of the equipment rating.
3. Plug: Nylon body and integral cable-clamping jaws. Match cord and receptacle type for connection.

## 2.8 TOGGLE SWITCHES

### A. Comply with NEMA WD 1, UL 20, and FS W-S-896.

### B. Switches, 120/277 V, 20 A:

1. Products: Subject to compliance with requirements, provide one of the following manufacturers :
  - a. Single Pole:
    - 1) Hubbell; HBL1221.
    - 2) Leviton; 1221-2.
    - 3) Pass & Seymour; CSB20AC1.
  - b. Two Pole:
    - 1) Hubbell; HBL1222.

- 2) Leviton; 1222-2.
      - 3) Pass & Seymour; CSB20AC2.
    - c. Three Way:
      - 1) Hubbell; HBL1223.
      - 2) Leviton; 1223-2.
      - 3) Pass & Seymour; CSB20AC3.
    - d. Four Way:
      - 1) Hubbell; HBL1224.
      - 2) Leviton; 1224-2.
      - 3) Pass & Seymour; CSB20AC4.
- C. Single-Pole, Double-Throw, Momentary-Contact, Center-off Switches: 120/277 V, 20 A; for use with mechanically held lighting contactors.
  - 1. Products: Subject to compliance with requirements, provide one of the following :
    - a. Hubbell; HBL2057.
    - b. Leviton; 1257.
    - c. Pass & Seymour; 1251.
- D. General:
  - 1. Wall switches shall be specification grade, fully enclosed, quiet-type tumbler switches rated 20 amperes, 120/277-volt, AC rated, bakelite or composition, back and side wired, bumper pad, full rating for inductive or non-inductive loads and incandescent or fluorescent lighting loads.
  - 2. Single Pole Switches: Hubbell #1221, Arrow #1991, Pass & Seymour 20AC1.or equal
  - 3. Three-way Quiet Switches: Hubbell #1223, Arrow #1993, Pass & Seymour 20AC3 or equal.
  - 4. Wall switch and pilot lights shall be flush mounted combination wall type with switch and pilot light equipped with a 6-watt, 125-volt candelabra base lamp. The pilot light shall have a green jewel with brass rim flush mounted in the wall plate.
  - 5. All switches shall be of the same manufacture.
  - 6. Normal switch color is white. Switches controlling circuits connected to emergency power source shall be red.
  - 7. All switches shall have terminal screws to take up to #10 AWG conductors.

## 2.9 DECORATOR-STYLE DEVICES

- A. Convenience Receptacles: Square face, 125 V, 20 A; comply with NEMA WD 1, NEMA WD 6 Configuration 5-20R, and UL 498.
  - 1. Products: Subject to compliance with requirements, provide one of the following manufacturers Hubbell; DR20.
  - 2. Leviton; 16252.
  - 3. Pass & Seymour; 26252.
- B. Tamper-Resistant Convenience Receptacles: Square face, 125 V, 20 A; comply with NEMA WD 1, NEMA WD 6 Configuration 5-20R, and UL 498.
  - 1. Products: Subject to compliance with requirements, provide one of the following manufacturers :
    - a. Hubbell; DR20TR.

- b. Pass & Seymour; TR26252.
    2. Description: Labeled to comply with NFPA 70, "Receptacles, Cord Connectors, and Attachment Plugs (Caps)" Article, "Tamper-Resistant Receptacles in Dwelling Units" Section.
- C. Tamper-Resistant and Weather-Resistant Convenience Receptacles: Square face, 125 V, 20 A; comply with NEMA WD 1, NEMA WD 6 Configuration 5-20R, and UL 498.
  1. Products: Subject to compliance with requirements, provide one of the following manufacturers :
    - a. Hubbell; DR20TR.
    - b. LevitonTRW20.
    - c. Pass & Seymour; TRW26252.
  2. Description: Labeled to comply with NFPA 70, "Receptacles, Cord Connectors, and Attachment Plugs (Caps)" Article, "Tamper-Resistant Receptacles in Dwelling Units" Section, when installed in wet and damp locations.
- D. GFCI, Tamper-Resistant and Weather-Resistant Convenience Receptacles: Square face, 125 V, 20 A; comply with NEMA WD 1, NEMA WD 6 Configuration 5-20R, UL 498, and UL 943 Class A.
  1. Products: Subject to compliance with requirements, provide one of the following manufacturers :
    - a. Hubbell; GFTR20.
    - b. Pass & Seymour; 2094TRWR.
  2. Description: Labeled to comply with NFPA 70, "Receptacles, Cord Connectors, and Attachment Plugs (Caps)" Article, "Tamper-Resistant Receptacles in Dwelling Units" Section.
- E. Toggle Switches, Square Face, 120/277 V, 20 A: Comply with NEMA WD 1, UL 20, and FS W-S-896.
  1. Products: Subject to compliance with requirements, provide one of the following manufacturers :
    - a. Hubbell; DS120 (single pole), DS320 (three way).
    - b. Leviton; 5621-2 (single pole), 5623-2 (three way).
    - c. Pass & Seymour; 2621 (single pole), 2623 (three way).
- F. Lighted Toggle Switches, Square Face, 120 V, 20 A: Comply with NEMA WD 1 and UL 20.
  1. Products: Subject to compliance with requirements, provide one of the following manufacturers :
    - a. Cooper; 7631 (single pole), 7633 (three way).
    - b. Hubbell; DS120IL (single pole), DS320 (three way).
    - c. Leviton; 5631-2 (single pole), 5633-2 (three way).
    - d. Pass & Seymour; 2625 (single pole), 2626 (three way).
  2. Description: With neon-lighted handle, illuminated when switch is "off."
- G. General:
  1. Single and duplex convenience receptacles shall be U-grounded type, 125 volts, side and back wired with binding screws only with double wipe contacts and spring steel back up clips. Rating 20 amperes, 125V with straight blade grounding type. Model #5362 of Hub-bell, Pass & Seymour Arrow Hart or equal.

2. Receptacles shall be red on emergency circuits, orange on isolated ground system, blue when connected to motion sensor in office or white for the rest.
3. The grounding contact shall be one piece and internally connected to the frame with ground terminal for external ground.
4. Special receptacles shall be as indicated on plans by NEMA configuration.
5. Ground fault receptacles shall be 20 amperes, 125 volt, duplex, three wire grounding with pilot light and test and reset buttons. Suitable for feed-through wiring, color to be select-ed, Hubbell 5362 GF Series, Pass & Seymour 2091 SIL Series or equal.
6. Isolated ground type receptacles shall be IG 5362 Hubbell, Pass & Seymour or Arrow Hart and shall conform to UL Standard #498 and NEC/NFPA requirements, ANSI #C73.
7. Poke-thru receptacle shall be flush, 5/8" thick, die-cast aluminum, for power and commu-nication UL listed and classified for 2 hours fire rated Walker 1500 series, Hubbell #PT7-FX or equal.
8. 8. Wiring devices in exposed weatherproof boxes shall be the devices specified in this sec-tion, and shall be installed in "FS" or "FD" series condulets with weatherproof cast metal covers, and gaskets as required.
9. All receptacles shall be of the same manufacture.
10. Each receptacle installed outdoors, within 72" of sinks, in wet or damp areas, on roof, outdoors, below grade (pit), janitor, closets, and bathrooms, shall have automatic 5 ma, individual ground fault (GFI) protection.
11. Floor Outlets: Where floor outlets are shown, boxes shall be Walkerdect #800 CI Series, Steel City Series #78, Hubbell #B-2537, or equal. Where 120, 208 or 240 volts are used, standard NEMA receptacles, suitable for the service, shall be used.

## 2.10 WALL PLATES

- A. Provide plates for all switches, receptacles, junction boxes, telephone and other outlets.
- B. Provide engraved or etched plates for all lock switches, pilot switches, switches from which equipment or circuit controlled cannot be readily seen, three or more switches under a common plate and for switches as indicated.
- C. stainless steel plates shall be American Iron and Steel Institute (AISI) Type 302, with beveled edges, 0.040" thick with satin smooth finish. "Smoothie," Hubbell #97071 Series or equal.
- D. Plastic cover plate shall be ivory / white, high impact thermoplastic, high strength, scratch-resistant, smooth and self-extinguishing, Hubbell "PI" Series, Pass & Seymour RP Series or equal.
- E. Where outlets are indicated to be weatherproof, provide an AISI Type 302 stainless with double hinged covers, Pass & Seymour #WPD-8 or equal.
- F. Galvanized steel plates shall be square or rectangular and hot dipped galvanized or sherardized, beveled edges and 0.040" thick. Galvanized steel plates shall be used in utility area. Refer to Section 260553 for labeling of plates.

- G. Cover plates on pressed steel outlet boxes in furred areas, attics, etc., or exposed in mechanical equipment rooms shall be of the same material as the outlet box.
- H. Cover plates in locations concealed from public view shall have the circuit numbers and source feed point hand labeled with marking black pen (permanent marker). See Section 260553 for labeling.
- I. Provide stainless steel cover plates in the kitchen and adjacent to stainless steel panels, unless noted otherwise.
- J. Provide plates equipped with close fitting openings for the exact device to be used. Provide plates for telephone outlets equipped with bushed openings.
- K. Single and combination types shall match corresponding wiring devices.
  - 1. Plate-Securing Screws: Metal with head color to match plate finish.
  - 2. Material for Finished Spaces: Smooth, high-impact thermoplastic 0.035-inch- (1-mm-) thick, satin-finished, Type 302 stainless steelMaterial for Unfinished Spaces: Galvanized steel.
  - 3. Material for Damp Locations: AISI Type 302 stainless with double hinged covers with spring-loaded lift cover, and listed and labeled for use in wet and damp locations.
- L. Wet-Location, Weatherproof Cover Plates: NEMA 250, complying with Type 3R, weather-resistant AISI Type 302 stainless with double hinged covers with lockable cover.
- M. Antimicrobial Cover Plates:
  - 1. Contact surfaces treated with a coating that kills 99.9 percent of certain common bacteria within two hours when regularly and properly cleaned.
  - 2. Tarnish resistant.

## 2.11 FLOOR SERVICE FITTINGS

- A. Type: Modular, flush-type, dual-service units suitable for wiring method used.
- B. Compartments: Barrier separates power from voice and data communication cabling.
- C. Service Plate: Round, solid brass with satin finish.
- D. Power Receptacle: NEMA WD 6 Configuration 5-20R, gray finish, unless otherwise indicated.

## 2.12 POKE-THROUGH ASSEMBLIES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following manufacturers
  - 1. Hubbell Incorporated; Wiring Device-Kellems.
  - 2. Pass & Seymour/Legrand.
  - 3. Square D/Schneider Electric.
  - 4. Thomas & Betts Corporation.

5. Wiremold/Legrand.

B. Description:

1. Factory-fabricated and -wired assembly of below-floor junction box with multichanneled, through-floor raceway/firestop unit and detachable matching floor service-outlet assembly.
2. Comply with UL 514 scrub water exclusion requirements.
3. Size: Selected to fit nominal 4-inch (100-mm) cored holes in floor and matched to floor thickness.
4. Fire Rating: Unit is listed and labeled for fire rating of floor-ceiling assembly.
5. Closure Plug: Arranged to close unused 4-inch (100-mm) cored openings and reestablish fire rating of floor.
6. Wiring Raceways and Compartments: For a minimum of four No. 12 AWG conductors and a minimum of four, four-pair cables.

2.13 PREFABRICATED MULTIOUTLET ASSEMBLIES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following manufacturers

1. Hubbell Incorporated; Wiring Device-Kellems.
2. Wiremold/Legrand.

B. Description:

1. Two-piece surface metal raceway, with factory-wired multioutlet harness.
2. Components shall be products from single manufacturer designed for use as a complete, matching assembly of raceways and receptacles.

C. Raceway Material: Metal, with manufacturer's standard finish.

D. Multioutlet Harness:

1. Receptacles: 15-A, 125-V, NEMA WD 6 Configuration 5-15R receptacles complying with NEMA WD 1, UL 498, and FS W-C-596.
2. Receptacle Spacing: per plans and pre-manufactured furniture assemblies.
3. Wiring: No. 12 AWG solid, Type THHN copper, circuits per plans.

2.14 FINISHES

A. Device Color:

1. Wiring Devices Connected to Normal Power System: White or per Architect unless otherwise indicated or required by NFPA 70 or device listing.
2. Wiring Devices Connected to Emergency Power System: Red.
3. SPD Devices: Gray.
4. Motion sensor switched devices: Blue
5. Isolated-Ground Receptacles: Orange.

B. Wall Plate Color: For plastic covers, match device color.



## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Comply with NECA 1, including mounting heights listed in that standard, unless otherwise indicated.
- B. Coordination with Other Trades:
  - 1. Protect installed devices and their boxes. Do not place wall finish materials over device boxes and do not cut holes for boxes with routers that are guided by riding against outside of boxes.
  - 2. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.
  - 3. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.
  - 4. Install wiring devices after all wall preparation, including painting, is complete.
- C. Conductors:
  - 1. Do not strip insulation from conductors until right before they are spliced or terminated on devices.
  - 2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
  - 3. The length of free conductors at outlets for devices shall meet provisions of NFPA 70, Article 300, without pigtails.
  - 4. Existing Conductors:
    - a. Cut back and pigtail or replace all damaged conductors.
    - b. Straighten conductors that remain and remove corrosion and foreign matter.
    - c. Pig tailing existing conductors is permitted, provided the outlet box is large enough.
- D. Device Installation:
  - 1. Replace devices that have been in temporary use during construction and that were installed before building finishing operations were complete.
  - 2. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.
  - 3. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.
  - 4. Connect devices to branch circuits using pigtails that are not less than 6 inches (152 mm) in length.
  - 5. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, two-thirds to three-fourths of the way around terminal screw.
  - 6. Use a torque screwdriver when a torque is recommended or required by manufacturer.
  - 7. When conductors larger than No. 12 AWG are installed on 20-A circuits, splice No. 12 AWG pigtails for device connections.
  - 8. Tighten unused terminal screws on the device.

9. When mounting into metal boxes, remove the fiber or plastic washers used to hold device-mounting screws in yokes, allowing metal-to-metal contact.

E. Receptacle Orientation:

1. Install ground pin of vertically mounted receptacles down, and on horizontally mounted receptacles to the left.
2. Install hospital-grade receptacles in patient-care areas with the ground pin at the top.

F. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.

G. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.

H. Adjust locations of floor service outlets and service poles to suit arrangement of partitions and furnishings.

### 3.2 GFCI RECEPTACLES

A. Install non-feed-through-type GFCI receptacles where protection of downstream receptacles is not required.

### 3.3 IDENTIFICATION

A. Comply with Section 260553 "Identification for Electrical Systems."

B. Identify each receptacle with panelboard identification and circuit number. Use hot, stamped, or engraved machine printing with white red-filled lettering on face of plate, and durable wire markers or tags inside outlet boxes.

C. Essential Electrical System: Mark receptacles supplied from the essential electrical system to allow easy identification using a self-adhesive label.

### 3.4 FIELD QUALITY CONTROL

A. Perform the following tests and inspections:

1. In healthcare facilities, prepare reports that comply with recommendations in NFPA 99.
2. Test Instruments: Use instruments that comply with UL 1436.
3. Test Instrument for Convenience Receptacles: Digital wiring analyzer with digital readout or illuminated digital-display indicators of measurement.

B. Tests for Convenience Receptacles:

1. Line Voltage: Acceptable range is 105 to 132 V.

2. Percent Voltage Drop under 20-A Load: A value of 6 percent or higher is unacceptable.
  3. Ground Impedance: Values of up to 2 ohms are acceptable.
  4. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.
  5. Using the test plug, verify that the device and its outlet box are securely mounted.
  6. Tests shall be diagnostic, indicating damaged conductors, high resistance at the circuit breaker, poor connections, inadequate fault current path, defective devices, or similar problems. Correct circuit conditions remove malfunctioning units and replace with new ones, and retest as specified above.
- C. Test straight-blade convenience outlets in patient-care areas for the retention force of the grounding blade according to NFPA 99. Retention force shall be not less than 4 oz. (115 g).
- D. Wiring device will be considered defective if it does not pass tests and inspections.
- E. Prepare test and inspection reports. Submit reports within two (2) weeks of completion of tests.

END OF SECTION 262726

## SECTION 26 28 16 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  1. Fusible switches.
  2. Nonfusible switches.
  3. Shunt trip switches.
  4. Molded-case circuit breakers (MCCBs).
  5. Molded-case switches.
  6. Enclosures.

#### 1.3 DEFINITIONS

- A. NC: Normally closed.
- B. NO: Normally open.
- C. SPDT: Single pole, double throw.

#### 1.4 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Enclosed switches and circuit breakers shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
  1. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified and the unit will be fully operational after the seismic event."

#### 1.5 ACTION SUBMITTALS

- A. Product Data: For each type of enclosed switch, circuit breaker, accessory, and component indicated. Include dimensioned elevations, sections, weights, and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, and finishes.
  1. Enclosure types and details for types other than NEMA 250, Type 1.
  2. Current and voltage ratings.
  3. Short-circuit current ratings (interrupting and withstand, as appropriate).

4. Include evidence of NRTL listing for series rating of installed devices.
  5. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices, accessories, and auxiliary components.
  6. Include time-current coordination curves (average melt) for each type and rating of overcurrent protective device; include selectable ranges for each type of overcurrent protective device.
- B. Shop Drawings: For enclosed switches and circuit breakers. Include plans, elevations, sections, details, and attachments to other work.
1. Wiring Diagrams: For power, signal, and control wiring.

#### 1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified testing agency.
- B. Seismic Qualification Certificates: For enclosed switches and circuit breakers, accessories, and components, from manufacturer.
1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
  2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
  3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
- C. Field quality-control reports.
1. Test procedures used.
  2. Test results that comply with requirements.
  3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.
- D. Manufacturer's field service report.

#### 1.7 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For enclosed switches and circuit breakers to include in emergency, operation, and maintenance manuals. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:
1. Manufacturer's written instructions for testing and adjusting enclosed switches and circuit breakers.
  2. Time-current coordination curves (average melt) for each type and rating of overcurrent protective device; include selectable ranges for each type of overcurrent protective device.

#### 1.8 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Fuses: Equal to 10 percent of quantity installed for each size and type, but no fewer than three of each size and type.
2. Fuse Pullers: Two for each size and type.

#### 1.9 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Member company of NETA or an NRTL.
  1. Testing Agency's Field Supervisor: Currently certified by NETA to supervise on-site testing.
- B. Source Limitations: Obtain enclosed switches and circuit breakers, overcurrent protective devices, components, and accessories, within same product category, from single source from single manufacturer.
- C. Product Selection for Restricted Space: Drawings indicate maximum dimensions for enclosed switches and circuit breakers, including clearances between enclosures, and adjacent surfaces and other items. Comply with indicated maximum dimensions.
- D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- E. Comply with NFPA 70.

#### 1.10 PROJECT CONDITIONS

- A. Environmental Limitations: Rate equipment for continuous operation under the following conditions unless otherwise indicated:
  1. Ambient Temperature: Not less than minus 22 deg F and not exceeding 104 deg F.
  2. Altitude: Not exceeding 6600 feet.
- B. Interruption of Existing Electric Service: Do not interrupt electric service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electric service according to requirements indicated:
  1. Notify Construction Manager and Owner no fewer than seven days in advance of proposed interruption of electric service.
  2. Indicate method of providing temporary electric service.
  3. Do not proceed with interruption of electric service without Construction Manager's and Owner's written permission.
  4. Comply with NFPA 70E.

#### 1.11 COORDINATION

- A. Coordinate layout and installation of switches, circuit breakers, and components with equipment served and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

## PART 2 - PRODUCTS

### 2.1 FUSIBLE SWITCHES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
  2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
  3. Siemens Energy & Automation, Inc.
  4. Square D; a brand of Schneider Electric.
- B. Type HD, Heavy Duty, Single Throw, 600-V ac, 1200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, with clips or bolt pads to accommodate indicated fuses, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.
- C. Accessories:
1. Equipment Ground Kit: Internally mounted and labeled for copper ground conductors.
  2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
  3. Isolated Ground Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
  4. Class R Fuse Kit: Provides rejection of other fuse types when Class R fuses are specified.
  5. Auxiliary Contact Kit: Two NO/NC (Form "C") auxiliary contact(s), arranged to activate before switch blades open.
  6. Hookstick Handle: Allows use of a hookstick to operate the handle.
  7. Lugs: Mechanical type, suitable for number, size, and conductor material.

### 2.2 NONFUSIBLE SWITCHES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
  2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
  3. Siemens Energy & Automation, Inc.
  4. Square D; a brand of Schneider Electric.
- B. Type HD, Heavy Duty, Single Throw, 600-V ac, 1200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.
- C. Accessories:
1. Equipment Ground Kit: Internally mounted and labeled for copper ground conductors.
  2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.

3. Isolated Ground Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
4. Auxiliary Contact Kit: Two NO/NC (Form "C") auxiliary contact(s), arranged to activate before switch blades open.
5. Hookstick Handle: Allows use of a hookstick to operate the handle.
6. Lugs: Mechanical type, suitable for number, size, and conductor material.

## 2.3 ENCLOSURES

- A. Enclosed Switches and Circuit Breakers: NEMA AB 1, NEMA KS 1, NEMA 250, and UL 50, to comply with environmental conditions at installed location.
  1. Indoor, Dry and Clean Locations: NEMA 250, Type 1.
  2. Outdoor Locations: NEMA 250, Type 3R.
  3. Other Wet or Damp, Indoor Locations: NEMA 250, Type 4.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine elements and surfaces to receive enclosed switches and circuit breakers for compliance with installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. Install individual wall-mounted switches and circuit breakers with tops at uniform height unless otherwise indicated.
- B. Comply with mounting and anchoring requirements specified in Section 260548 "Vibration and Seismic Controls for Electrical Systems."
- C. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.
- D. Install fuses in fusible devices.
- E. Comply with NFPA 70 and NECA 1.

### 3.3 IDENTIFICATION

- A. Comply with requirements in Section 260553 "Identification for Electrical Systems."
  1. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs.
  2. Label each enclosure with engraved metal or laminated-plastic nameplate.



### 3.4 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.
- C. Perform tests and inspections.
  - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- D. Acceptance Testing Preparation:
  - 1. Test insulation resistance for each enclosed switch and circuit breaker, component, connecting supply, feeder, and control circuit.
  - 2. Test continuity of each circuit.
- E. Tests and Inspections:
  - 1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
  - 2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
  - 3. Perform the following infrared scan tests and inspections and prepare reports:
    - a. Initial Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each enclosed switch and circuit breaker. Remove front panels so joints and connections are accessible to portable scanner.
    - b. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each enclosed switch and circuit breaker 11 months after date of Substantial Completion.
    - c. Instruments and Equipment: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
  - 4. Test and adjust controls, remote monitoring, and safeties. Replace damaged and malfunctioning controls and equipment.
- F. Enclosed switches and circuit breakers will be considered defective if they do not pass tests and inspections.
- G. Prepare test and inspection reports, including a certified report that identifies enclosed switches and circuit breakers and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

### 3.5 ADJUSTING

- A. Adjust moving parts and operable components to function smoothly and lubricate as recommended by manufacturer.

- B. Set field-adjustable circuit-breaker trip ranges as specified in Section 260573 "Short Circuit, Coordination and Arc Flash Studies."

END OF SECTION 262816

## SECTION 26 36 00 - TRANSFER SWITCHES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes transfer switches rated 600 V and less, including the following:
  - 1. Open Transition Automatic Transfer Switches.

#### 1.3 DEFINITIONS

- A. ATS: Automatic Transfer Switch
- B. BP/IS: Bypass switch and Isolation Switch
- C. EMI: Electromagnetic interference.
- D. LCD: Liquid-crystal display.
- E. LED: Light-emitting diode.
- F. NETA: InterNational Electrical Testing Association.
- G. PC: Personal computer.
- H. THD: Total harmonic distortion.
- I. UPS: Uninterruptible power supply.

#### 1.4 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Transfer switches shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
  - 1. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified and the unit will be fully operational after the seismic event."

## 1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include rated capacities, weights, operating characteristics, furnished specialties, and accessories.
- B. Shop Drawings: Dimensioned plans, elevations, sections, and details showing minimum clearances on all sides, conductor entry provisions, gutter space, installed features and devices, and material lists for each switch specified. Drawings shall be drawn to scale (1/4"=1'-0").
  - 1. Single-Line Diagram: Show connections between transfer switch, bypass/isolation switch, power sources, and load; and show interlocking provisions for each combined transfer switch and bypass/isolation switch.

## 1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For manufacturer and testing agency.
- B. Manufacturer Seismic Qualification Certification: Submit certification that transfer switches accessories, and components will withstand seismic forces. Include the following:
  - 1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
    - a. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified and the unit will be fully operational after the seismic event."
  - 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
  - 3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
- C. Field quality-control test reports.
  - 1. Test procedures used.
  - 2. Test results that comply with requirements.
  - 3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.

## 1.7 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For each type of product to include in emergency, operation, and maintenance manuals. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:
  - 1. Features and operating sequences, both automatic and manual.
  - 2. List of all factory settings of relays; provide relay-setting and calibration instructions, including software, where applicable.
  - 3. All software and accessory cables (e.g. serial or USB cables) required to program or adjust the operation of the transfer switch and accessories thereto.
  - 4. All usernames and passwords for the controller, ATS, and all accessory devices.

## 1.8 QUALITY ASSURANCE

- A. American made products have been acceptable to the Owner. If non-domestic products are submitted, notice is hereby given that extensive testing shall be required to insure quality and conformance to the Specifications. Testing shall be done by a recognized lab acceptable to the Owner and all tests shall be witnessed by Owner's personnel. Testing procedures and test results shall be satisfactory to the Owner. Contractor shall be responsible for arranging the tests, for transportation, food and lodging for minimum of one Owner's representative to witness the test at the testing lab. Include all costs for the above in the bid.
- B. Manufacturer Qualifications: A qualified manufacturer. Maintain, within 75 miles of Project site, a service center capable of providing training, parts, and emergency maintenance repairs within 8 hours from the time of notification.
- C. Contractor shall ensure that the manufacturer has a minimum of 15 years experience in the production of Emergency/Standby Engine Generators similar to the type and size specified in this project. Furnish a list of three (3) contacts for the three (3) similar projects completed within the last 5 years. Include name, tele no and email of the facility engineers.
- D. Manufacturer shall have ISO 9001 or 9002 Certification.
- E. Manufacturer shall have ability to readily provide replacement parts for a minimum period of ten (10) years, from the date of completion of the project. Furnish a letter from the manufacturer confirming the availability.
- F. Transfer Switch shall be assembled at the manufacturer's own manufacturing facility using its own major devices (e.g., contactors) for the assembly. These devices shall be normally carried by the manufacturer as standard catalog items.
- G. Transfer Switch shall comply with seismic zone applicable to the project. Unless otherwise indicated, verify requirements with Architect or Structural Engineer of Record (SEOR). Provide certified test reports of shake table test done by manufacturer on similar units.
- H. Materials and equipment shall be new, modern in design and shall not have been in prior service except as required by factory tests. Major components (e.g. contactors, controls) shall be manufactured within six months of installation.
- I. Source Limitations: Obtain automatic transfer switches, bypass/isolation switches, remote annunciators, and remote annunciator and control panels through one source from a single manufacturers which, and accessories through one source from a single manufacturer through a local distributor.
- J. Product Options: Drawings indicate size, profiles, and dimensional requirements of engine generators and are based on the specific system indicated. Refer to Part 2 Section 016000 "Product Requirements."

- K. Electrical Components, Devices, and Accessories: UL Listed and labeled as defined in NFPA 70, Article 100 and marked for intended location and application.
- L. Testing Agency Qualifications: Member of NETA;
  - 1. Testing agency shall be an independent company; shall have been a member of NETA for a minimum of ten (10) years and has permanent in-house testing engineers and technicians involved with testing of transfer switches, switchboards, panelboards and OCPDs similar to those specified on this project.
  - 2. Testing company shall be located with 50 miles radius of the project.
  - 3. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing to supervise on-site testing specified in Part 3.
- M. Comply with NEMA ICS 1.
- N. Comply with NFPA 70.
- O. Comply with NFPA 99.
- P. Comply with NFPA 110.
- Q. Comply with UL 1008 unless requirements of these Specifications are stricter.

#### 1.9 PROJECT CONDITIONS

- A. Interruption of Existing Electrical Service: Do not interrupt electrical service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electrical service:
  - 1. Notify Construction Manager no fewer than fourteen days in advance of proposed interruption of electrical service.
  - 2. Do not proceed with interruption of electrical service without Construction Manager's written permission.

#### 1.10 COORDINATION

- A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases.
- B. Coordinate all BACnet and IP network addressing (including but not limited to IP address assignments, BACnet device instance numbers, and other) with Owner.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following manufacturers:
  - 1. Contactor Transfer Switches:

2. Russellectric Inc
3. Emerson; ASCO Power Technologies, LP.
4. GE Zenith Controls.
5. Kohler Power Systems; Generator Division.
6. Onan/Cummins Power Generation; Industrial Business Group.

## 2.2 GENERAL TRANSFER-SWITCH PRODUCT REQUIREMENTS

- A. Indicated Current Ratings: Apply as defined in UL 1008 for continuous loading and total system transfer, including tungsten filament lamp loads not exceeding 30 percent of switch ampere rating, unless otherwise indicated.
- B. Tested Fault-Current Closing and Withstand Ratings: Adequate for duty imposed by protective devices at installation locations in Project under the fault conditions indicated, based on testing according to UL 1008.
  1. Short-time withstand capability for 30 cycles.
- C. Solid-State Controls: Repetitive accuracy of all settings shall be plus or minus 2 percent or better over an operating temperature range of minus 20 to plus 70 deg C.
- D. Resistance to Damage by Voltage Transients: Components shall meet or exceed voltage-surge withstand capability requirements when tested according to IEEE C62.41. Components shall meet or exceed voltage-impulse withstand test of NEMA ICS 1.
- E. Electrical Operation: Accomplish by a non-fused, momentarily energized solenoid or electric-motor-operated mechanism, mechanically and electrically interlocked in both directions.
- F. Switch Characteristics: Designed for continuous-duty repetitive transfer of full-rated current between active power sources.
  1. Limitation: Switches using molded-case switches or circuit breakers or insulated-case circuit-breaker components are not acceptable.
  2. Switch Action: Double throw; mechanically held in both directions.
  3. Contacts: Silver composition or silver alloy for load-current switching. Conventional automatic transfer-switch units, rated 225 A and higher, shall have separate arcing contacts.
  4. Surge Protective Device: Service rated.
- G. Neutral Switching. Where four-pole switches are indicated, provide neutral pole switched simultaneously with phase poles.
- H. Heater: Equip switches exposed to outdoor temperatures and humidity, and other units indicated, with an internal heater. Provide thermostat within enclosure to control heater. Thermostat shall be accessible for operator control. Heater must be powered internally from the ATS and shall not require any external power connections. Power to heater shall be maintained through the transfer process.
- I. Annunciation, Control, and Programming Interface Components: Devices at transfer switches for communicating with remote programming devices, annunciators, or

annunciator and control panels shall have communication capability matched with remote device.

- J. Factory Wiring: Train and bundle factory wiring and label, consistent with Shop Drawings, either by color-code or by numbered or lettered wire and cable tape markers at terminations. Color-coding and wire and cable tape markers are specified in Section 260553 "Identification for Electrical Systems."
  - 1. Designated Terminals: Pressure type, suitable for types and sizes of field wiring indicated.
  - 2. Power-Terminal Arrangement and Field-Wiring Space: Suitable for top, side, or bottom entrance of feeder conductors as indicated.
  - 3. Control Wiring: Equipped with lugs suitable for connection to terminal strips.
- K. Enclosures: Free standing, general-purpose NEMA 250, Type 1 (Indoors), 3R (Outdoors), complying with NEMA ICS 6 and UL 508, unless otherwise indicated.
  - 1. Enclosure shall be fabricated from 12 gauge steel and shall be sized to exceed minimum bending space required by UL 1008. Doors shall have hinges and locking handle latch with provision for padlocks.
  - 2. Contractors field wiring terminating within the enclosure shall comply with NFPA 70. Wires shall be permanently tagged near the terminal at each end with the wire number shown on approved shop drawings.
  - 3. The enclosure shall be constructed for convenient removal and replacement of contacts, coils, springs and control devices from the front without removal of main power conductors or removal of major components. The enclosure housing the ATS and BP/IS shall be constructed to protect personnel from energized components of the BO/IS during maintenance of the ATS.

## 2.3 AUTOMATIC TRANSFER SWITCHES

- A. Comply with Level 1 equipment according to NFPA 110.
- B. Switching Arrangement: Double-throw type, incapable of pauses or intermediate position stops during normal functioning, unless otherwise indicated.
- C. Manual Switch Operation: Under load, with door closed and with either sources energized. Transfer time is same as for electrical operation. Control circuit automatically disconnects from electrical operator during manual operation.
- D. Signal-Before-Transfer Contacts: A set of normally open/normally closed dry contacts operates in advance of retransfer to normal source. Interval is adjustable from 1 to 30 seconds.
- E. Digital Communication Interface: Matched to capability of remote annunciator or annunciator and control panel.
- F. Failure of power source serving load initiates automatic break-before-make transfer.



- G. Programmed Neutral Switch Position: Switch operator with programmed neutral position arranged to provide a midpoint between the two working switch positions, with an intentional, time-controlled pause at midpoint during transfer. Adjustable pause from 0.5 to 30 seconds minimum, and factory set for 0.5 second unless otherwise indicated. Time delay occurs for both transfer directions. Disable pause unless both sources are live.
- H. Automatic Transfer-Switch Features:
1. Undervoltage Sensing for Each Phase of Normal Source: Sense low phase-to-ground voltage on each phase. Pickup voltage shall be adjustable from 85 to 100 percent of nominal, and dropout voltage is adjustable from 75 to 98 percent of pickup value. Factory set for pickup at 90 percent and dropout at 85 percent.
  2. Adjustable Time Delay: For override of normal-source voltage sensing to delay transfer and engine start signals. Adjustable from zero to six seconds, and factory set for one second.
  3. Voltage/Frequency Lockout Relay: Prevent premature transfer to generator. Pickup voltage shall be adjustable from 85 to 100 percent of nominal. Factory set for pickup at 90 percent. Pickup frequency shall be adjustable from 90 to 100 percent of nominal. Factory set for pickup at 95 percent.
  4. Time Delay for Retransfer to Normal Source: Adjustable from 0 to 30 minutes, and factory set for 10 minutes to automatically defeat delay on loss of voltage or sustained undervoltage of emergency source, provided normal supply has been restored.
  5. Test Switch: Simulate normal-source failure.
  6. Switch-Position Pilot Lights: Indicate source to which load is connected.
  7. Source-Available Indicating Lights: Supervise sources via transfer-switch normal- and emergency-source sensing circuits.
    - a. Normal Power Supervision: Green light with nameplate engraved "Normal Source Available."
    - b. Emergency Power Supervision: Red light with nameplate engraved "Emergency Source Available."
  8. Auxiliary Contacts: Two normally open, single-pole, double-throw contacts; one for for each transfer switch (normal/emergency) position, rated 10 A at 240-V ac.
  9. Transfer Override Switch: Overrides automatic retransfer control so automatic transfer switch will remain connected to emergency power source regardless of condition of normal source. Pilot light indicates override status.
  10. Engine Starting Contacts: One isolated and normally closed, and one isolated and normally open; rated 10 A at 32-V dc minimum. Contacts shall close to signal engine start, remain closed through generator engine cooldown timer, and open to signal engine stop.
  11. Engine-Generator Exerciser: Solid-state, programmable-time switch starts engine generator and transfers load to it from normal source for a preset time, then retransfers and shuts down engine after a preset cool-down period. Initiates exercise cycle at preset intervals adjustable from 7 to 30 days. Running periods are adjustable from 10 to 30 minutes. Factory setting shall be no automatic exercise. Exerciser features include the following:
    - a. Exerciser Transfer Selector Switch: Permits selection of exercise with and without load transfer.
    - b. Push-button programming control with digital display of settings.

- c. Integral battery operation of time switch when normal control power is not available.

## 2.4 REMOTE ANNUNCIATOR AND CONTROL SYSTEM

- A. Functional Description: Include the following functions for indicated transfer switches:
  1. Indication of sources available, as defined by actual pickup and dropout settings of transfer-switch controls.
  2. Indication of switch position.
  3. Indication of switch in test mode.
  4. Indication of failure of digital communication link.
  5. Key-switch or user-code access to control functions of panel.
  6. Control of switch-test initiation.
  7. Control of switch operation in either direction.
  8. Control of time-delay bypass for transfer to normal source.
- B. Malfunction of annunciator, annunciation and control panel, or communication link shall not affect functions of automatic transfer switch. In the event of failure of communication link, automatic transfer switch automatically reverts to stand-alone, self-contained operation. Automatic transfer-switch sensing, controlling, or operating function shall not depend on remote panel for proper operation.
- C. Remote Annunciation and Control Panel: Solid-state components. Include the following features:
  1. Controls and indicating lights grouped together for each transfer switch.
  2. Label each indicating light control group. Indicate transfer switch it controls, location of switch, and load it serves.
  3. Digital Communication Capability: Matched to that of transfer switches supervised.
  4. Mounting: Flush, modular, steel cabinet, unless otherwise indicated.

## 2.5 SOURCE QUALITY CONTROL

- A. Factory test and inspect components, assembled switches, and associated equipment. Ensure proper operation. Check transfer time and voltage, frequency, and time-delay settings for compliance with specified requirements. Perform dielectric strength test complying with NEMA ICS 1.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Design each fastener and support to carry load indicated by seismic requirements and according to seismic-restraint details.
- B. Floor-Mounting Switch: Anchor to floor by bolting.

1. Concrete Bases: 4 inches (100 mm) high, reinforced, with chamfered edges. Extend base no more than 4 inches (100 mm) in all directions beyond the maximum dimensions of switch, unless otherwise indicated or unless required for seismic support. Construct concrete bases according to Section 260529 "Hangers and Supports for Electrical Systems."
- C. Annunciator and Control Panel Mounting: Flush in wall, unless otherwise indicated.
- D. Identify components according to Section 260553 "Identification for Electrical Systems."
- E. Set field-adjustable intervals and delays, relays, and engine exerciser clock.

### 3.2 CONNECTIONS

- A. Wiring to Remote Components: Match type and number of cables and conductors to control and communication requirements of transfer switches as recommended by manufacturer. Increase raceway sizes at no additional cost to Owner if necessary to accommodate required wiring.
- B. Ground equipment according to Section 260526 "Grounding and Bonding for Electrical Systems."
- C. Connect wiring according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

### 3.3 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified independent testing and inspecting agency to perform tests and inspections and prepare test reports.
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections. Report results in writing.
- C. Perform tests and inspections and prepare test reports.
  1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installation, including connections, and to assist in testing.
  2. After installing equipment and after electrical circuitry has been energized, test for compliance with requirements.
  3. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
  4. Measure insulation resistance phase-to-phase and phase-to-ground with insulation-resistance tester. Include external annunciation and control circuits. Use test voltages and procedure recommended by manufacturer. Comply with manufacturer's specified minimum resistance.
    - a. Check for electrical continuity of circuits and for short circuits.

- b. Inspect for physical damage, proper installation and connection, and integrity of barriers, covers, and safety features.
    - c. Verify that manual transfer warnings are properly placed.
    - d. Perform manual transfer operation.
  5. After energizing circuits, demonstrate interlocking sequence and operational function for each switch at least three times.
    - a. Simulate power failures of normal source to automatic transfer switches and of emergency source with normal source available.
    - b. Simulate loss of phase-to-ground voltage for each phase of normal source.
    - c. Verify time-delay settings.
    - d. Verify pickup and dropout voltages by data readout or inspection of control settings.
    - e. Test bypass/isolation unit functional modes and related automatic transfer-switch operations.
    - f. Perform contact-resistance test across main contacts and correct values exceeding 500 microhms and values for 1 pole deviating by more than 50 percent from other poles.
    - g. Verify proper sequence and correct timing of automatic engine starting, transfer time delay, retransfer time delay on restoration of normal power, and engine cool-down and shutdown.
  6. Ground-Fault Tests: Coordinate with testing of ground-fault protective devices for power delivery from both sources.
    - a. Verify grounding connections and locations and ratings of sensors.
- D. Testing Agency's Tests and Inspections:
  1. After installing equipment and after electrical circuitry has been energized, test for compliance with requirements.
  2. Perform each visual and mechanical inspection and electrical test stated in latest edition of NETA Acceptance Testing Specification. Certify compliance with test parameters.
  3. Measure insulation resistance phase-to-phase and phase-to-ground with insulation-resistance tester. Include external annunciation and control circuits. Use test voltages and procedure recommended by manufacturer. Comply with manufacturer's specified minimum resistance.
    - a. Check for electrical continuity of circuits and for short circuits.
    - b. Inspect for physical damage, proper installation and connection, and integrity of barriers, covers, and safety features.
    - c. Verify that manual transfer warnings are properly placed.
    - d. Perform manual transfer operation.
  4. After energizing circuits, demonstrate interlocking sequence and operational function for each switch at least three times.
    - a. Simulate power failures of normal source to automatic transfer switches and of emergency source with normal source available.
    - b. Simulate loss of phase-to-ground voltage for each phase of normal source.
    - c. Verify time-delay settings.
    - d. Verify pickup and dropout voltages by data readout or inspection of control settings.
    - e. Test bypass/isolation unit functional modes and related automatic transfer-switch operations.

- f. Perform contact-resistance test across main contacts and correct values exceeding 500 microhms and values for 1 pole deviating by more than 50 percent from other poles.
        - g. Verify proper sequence and correct timing of automatic engine starting, transfer time delay, retransfer time delay on restoration of normal power, and engine cool-down and shutdown.
      5. Ground-Fault Tests: Coordinate with testing of ground-fault protective devices for power delivery from both sources.
        - a. Verify grounding connections and locations and ratings of sensors.
    - E. Coordinate tests with tests of generator and run them concurrently.
    - F. Report results of tests and inspections in writing. Record adjustable relay settings and measured insulation and contact resistances and time delays. Attach a label or tag to each tested component indicating satisfactory completion of tests.
    - G. Remove and replace malfunctioning units and retest as specified above.
    - H. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each switch. Remove all access panels so joints and connections are accessible to portable scanner.
      1. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each switch 11 months after date of Substantial Completion.
      2. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
      3. Record of Infrared Scanning: Prepare a certified report that identifies switches checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.
- 3.4 DEMONSTRATION
- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain transfer switches and related equipment as specified below. Refer to Section 017900 "Demonstration and Training." Training shall be held on site after the all transfer switches are completely installed, tested and fully functional.
  - B. Coordinate this training with that for generator equipment.

END OF SECTION 263600

City of Beaumont  
Request for bid



RIVERSIDE COUNTY FIRE DEPT.  
STATION 66 ELECTRICAL  
UPGRADES CIP PS-03

**03 DRAWINGS**  
**CIP PS-03 RIVERSIDE COUNTY FIRE DEPT. STATION 66 ELECTRICAL  
UPGRADES**



Riverside County Fire Dept. Station 66  
628 Maple Ave  
Beaumont, CA 92223

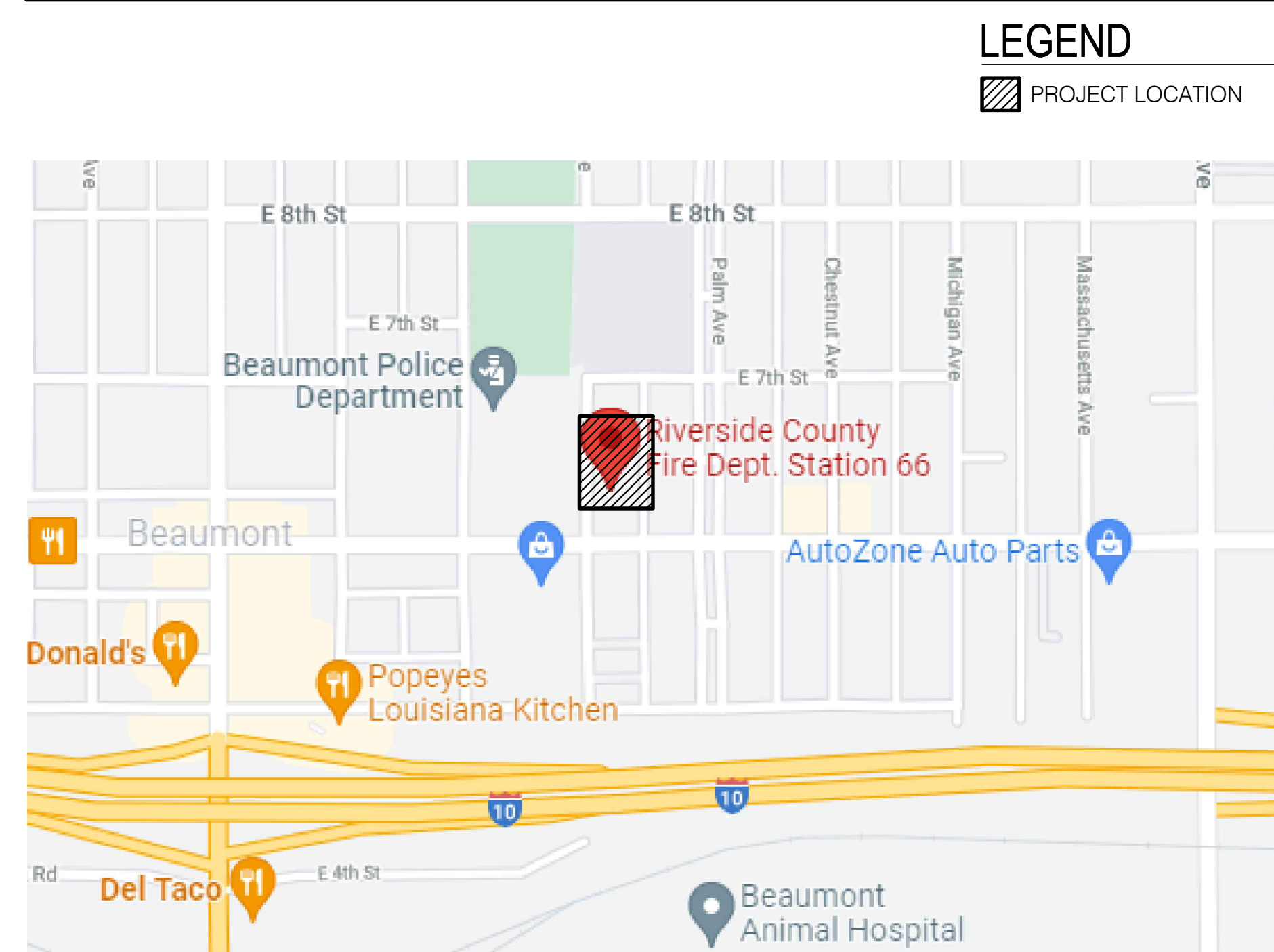
# Beaumont Fire Station Elec Upgrade

100% Construction Documents  
January 12, 2023

**Electrical**  
P2S Inc.  
Long Beach, CA  
562.497.2999



## VICINITY MAP



LEGEND

Table with columns for SYMBOL and DESCRIPTION. Includes callouts for notes, details, mechanical equipment, sections, feeders, and various electrical components like switches, fuses, transformers, and lighting fixtures.

ABBREVIATIONS

Table with columns for ABBREVIATION and DESCRIPTION. Lists electrical symbols and their meanings, such as 1/C for single conductor, AWG for American wire gauge, and various switch and lighting symbols.

GENERAL NOTES

- 1. ALL WORK SHALL COMPLY WITH THE LATEST EDITION OF THE CALIFORNIA ELECTRICAL CODE AND ALL OTHER APPLICABLE FEDERAL AND STATE...
2. ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND SHALL BEAR THE UNDERWRITERS LABEL (UL) AND SHALL BE INSTALLED IN THE MANNER FOR WHICH THEY ARE DESIGNED AND APPROVED...
3. THE CONTRACTOR SHALL NOT BORE, NOTCH OR IN ANY WAY CUT INTO ANY STRUCTURAL MEMBER WITHOUT WRITTEN APPROVAL FROM THE ARCHITECT OR STRUCTURAL ENGINEER...
4. MECHANICAL, ELECTRICAL AND PLUMBING EQUIPMENT ANCHORAGE NOTES:
A. ALL PERMANENT EQUIPMENT AND COMPONENTS.
B. TEMPORARY OR MOVABLE EQUIPMENT THAT IS PERMANENTLY ATTACHED (E.G. HARD WIRED) TO THE BUILDING UTILITY SERVICES SUCH AS ELECTRICITY, GAS OR WATER.
C. MOVABLE EQUIPMENT WHICH IS STATIONED IN ONE PLACE FOR MORE THAN 8 HOURS AND HEAVIER THAN 400 POUNDS ARE REQUIRED TO BE ANCHORED WITH TEMPORARY ATTACHMENTS.
FOR THOSE ELEMENTS THAT DO NOT REQUIRE DETAILS ON THE APPROVED DRAWINGS, THE INSTALLATION SHALL BE SUBJECT TO THE APPROVAL OF THE STRUCTURAL ENGINEER OF RECORD AND THE STRUCTURAL ENGINEER. THE PROJECT INSPECTOR WILL VERIFY THAT ALL COMPONENTS AND EQUIPMENT HAVE BEEN ANCHORED IN ACCORDANCE WITH ABOVE REQUIREMENTS.
5. PIPING, DUCTWORK, AND ELECTRICAL DISTRIBUTION SYSTEM BRACING NOTES:
PIPING, DUCTWORK, AND ELECTRICAL DISTRIBUTION SYSTEMS SHALL BE BRACED TO COMPLY WITH THE FORCES AND DISPLACEMENTS PRESCRIBED IN LATEST SECTIONS OF CBC AND ASCE.
THE BRACING AND ATTACHMENTS TO THE STRUCTURE SHALL BE DETAILED ON THE APPROVED DRAWINGS OR THEY SHALL COMPLY WITH ONE OF THE OSHPD PRE-APPROVALS (OPA #) AS MODIFIED TO SATISFY ANCHORAGE REQUIREMENTS OF ACI 318, APPENDIX D.
COPIES OF THE MANUAL SHALL BE AVAILABLE ON THE JOBSITE PRIOR TO THE START OF HANGING AND BRACING OF THE PIPE, DUCTWORK, AND ELECTRICAL DISTRIBUTION SYSTEMS.
THE STRUCTURAL ENGINEER OF RECORD SHALL VERIFY THE ADEQUACY OF THE STRUCTURE TO SUPPORT THE HANGER AND BRACE LOADS.

SHEET INDEX

Table with columns for SHEET and DESCRIPTION. Lists sheet numbers (E001-E006) and their corresponding descriptions like GENERAL NOTES, SCHEDULES, SITE POWER PLAN, POWER FLOOR PLAN, SINGLE LINE DIAGRAM, and DETAILS.

ELECTRICAL SCOPE OF WORK:

- 1. REPLACE AND UPGRADE THE OVERHEAD SERVICE TO A NEW 200A OVERHEAD SERVICE.
2. PROVIDE NEW SERVICE METER EQUIPMENT IN NEW LOCATION.
3. REPLACE EXISTING 125A ELECTRICAL SUBPANEL 'A' WITH A 200A SUBPANEL.
4. REPLACE EXISTING 100A ELECTRICAL SUBPANELS 'EM' AND 'B' AND COMBINE LOADS ONTO NEW SUBPANEL.
5. REVIEW EXISTING OUTLET INSTALLATION AND BRANCH CIRCUITS TO WIRE TO MEET CURRENT CEC REQUIREMENTS. (THIS WILL REQUIRE MORE INVESTIGATION AFTER DEMO WORK IS PERFORMED)



Long Beach // Irvine // Los Angeles
San Diego // San Jose // Seattle
p2sinc.com

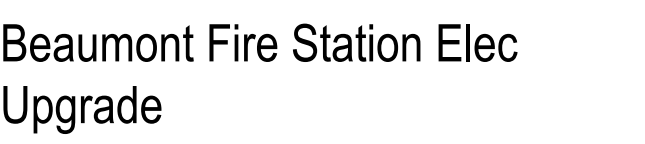
Project Title

Beaumont Fire Station Elec Upgrade

Owner



City of Beaumont
Fire Station 66
628 Maple Ave.
Beaumont, CA 92223



Revisions
Number Description Date

Designed B Tram
Drawn B Tram
Checked M Wasif
Approved M Wasif

Date 01/12/2022

Submittal 100% CD Submittal

Scale None

Sheet Title

GENERAL NOTES,
LEGEND, ABBREVIATIONS
AND SHEET INDEX

Sheet Number

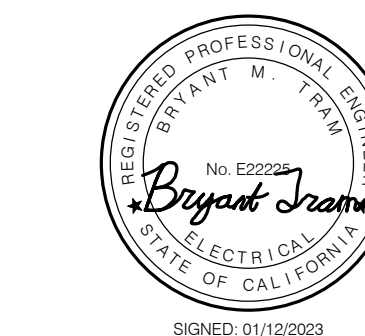
E001

P2S No. 21-0505





City of Beaumont  
Fire Station 66  
628 Maple Ave.  
Beaumont, CA 92223



Revisions

Number	Description	Date
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Designed B Tram  
Drawn B Tram  
Checked M Wasif  
Approved M Wasif

Date 01/12/2022

Submittal 100% CD Submittal

Scale None

Sheet Title

Panel Schedules

Sheet Number

**E002**

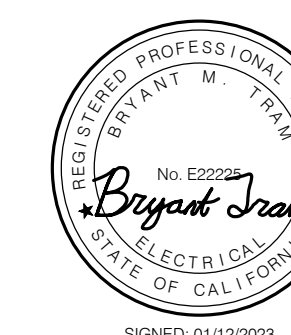
PANEL: A															
LOCATION : HALLWAY			VOLTAGE/PHASE : 120/240V, 1Ø, 3W						FED FROM : METER SECTION MB1						
FLOOR : 1ST FLOOR			BUS AMPS : 200A						RATING : 10KAC						
MOUNTING : RECESSED			MAIN BREAKER : 200A												
LOADS	SEE NOTE	LT/RECMISL	OUTLETS		VOLT-AMPS		BKRV		VOLT-AMPS		OUTLETS		SEE NOTE	LOADS	
			A	B	ØKT	ØKT	A	B	ØKT	A	B	LT/RECMISL			
EXISTING LIGHTING	(E)		800		1	20/1	...	2	1,000				(E)	BACKBAY G. DOOR OPENER 1	
EXISTING LIGHTING	(E)		800		3	20/1	...	4	1,000				(E)	BACKBAY G. DOOR OPENER 2	
SMALL APPLS 1 GFCI	(E)		1,500		5	20/1	...	6	1,200				(E)	MAIN BAY G. DOOR OPENER 1	
SMALL APPLS 2 GFCI	(E)		1,500		7	20/1	...	8	1,200				(E)	MAIN BAY G. DOOR OPENER 2	
DISHWASHER	(E)		1,200		9	20/1	...	10	500				(E)	MAIN BAY OVERHEAD REC	
GARBAGE DISPOSAL	(E)		1,200		11	20/1	...	12	720				(E)	BARBACK HALLWAY REC 1	
REFRIGERATOR	(E)		1,000		13	20/1	...	14	540				(E)	BARBACK HALLWAY REC 2	
COFFEE MAKER	(E)		1,700		15	20/1	...	16	0					SPARE	
RESTROOM GFCI	(E)		1,500		17	20/1	...	18	540				(E)	BACKBAY OUTLETS 1	
LAUNDRY	(E)		1,500		19	20/1	...	20	360				(E)	BACKBAY OUTLETS 2	
(E) ROOF TOP UNIT			4,200		21	ØV/2	...	22	540				(E)	MAIN BAY GENERAL REC 1	
---			4,200		23	...	...	24	360				(E)	MAIN BAY GENERAL REC 2	
SPARE			0		25	3Ø/2	...	26	180					ROOF GFCI	
FRONT BARRACK DAYROOM 1			540		27	...	...	28	4,220					ATS-1 (SUBPANEL EM)	
FRONT BARRACK DAYROOM 2			360		31	20/1	...	32	0					SPARE	
SPACE			0		33	...	...	34	0					SPACE	
SPACE			0		35	...	...	36	0					SPACE	
SPACE			0		37	...	...	38	0					SPACE	
SPACE			0		39	...	...	40	0					SPACE	
SPACE			0		41	...	...	42	0					SPACE	
<p>NOTES:</p> <p>* "L" DENOTES LONG CONTINUOUS LOAD</p> <p>(E) EXISTING LOAD TO BE REWIRED TO CIRCUITS AS SHOWN IN THIS SCHEDULE.</p>															
TOTAL OA = 18,300 VOLT-AMPS			153 AMPS												
TOTAL OB = 19,120 VOLT-AMPS			159 AMPS												
TOTAL PANEL = 37,420 VA @ 240V, 1Ø 156 AMPS															

PANEL: EM															
LOCATION : HALLWAY			VOLTAGE/PHASE : 120/240V, 1Ø, 3W						FED FROM : PANEL A						
FLOOR : 1ST FLOOR			BUS AMPS : 100A						RATING : 10KAC						
MOUNTING : SURFACE			MAIN BREAKER : MLC												
LOADS	SEE NOTE	LT/RECMISL	OUTLETS		VOLT-AMPS		BKRV		VOLT-AMPS		OUTLETS		SEE NOTE	LOADS	
			A	B	ØKT	ØKT	A	B	ØKT	A	B	LT/RECMISL			
OFFICE GENERAL REC	(E)		1,500		1	20/1	...	2	360					COMM CLOSET QUAD	
OFFICE COMPUTER REC 1	(E)		1,500		3	20/1	...	4	360					COMM CLOSET QUAD	
OFFICE COMPUTER REC 2	(E)		1,500		5	20/1	...	6	360					COMM CLOSET QUAD	
SPARE	(E)		37		7	20/1	...	8	1,200					WAF	
SPARE	(E)		0		9	20/1	...	10	500					SPARE	
SPACE			0		11	...	...	12						SPACE	
SPACE			0		13	...	...	14						SPACE	
SPACE			0		15	...	...	16						SPACE	
SPACE			0		17	...	...	18						SPACE	
SPACE			0		19	...	...	20						SPACE	
SPACE			0		21	...	...	22						SPACE	
SPACE			0		23	...	...	24						SPACE	
<p>NOTES:</p> <p>* "L" DENOTES LONG CONTINUOUS LOAD</p> <p>(E) EXISTING LOAD TO BE REWIRED TO CIRCUITS AS SHOWN IN THIS SCHEDULE.</p>															
TOTAL OA = 4,220 VOLT-AMPS			35 AMPS												
TOTAL OB = 3,060 VOLT-AMPS			26 AMPS												
TOTAL PANEL = 7,280 VA @ 120V, 1Ø 61 AMPS															





City of Beaumont  
Fire Station 66  
628 Maple Ave.  
Beaumont, CA 92223



Number	Description	Date
--	--	--

Designed	B Tram
Drawn	B Tram
Checked	M Wasif
Approved	M Wasif

Date 01/12/2022

Submittal 100% CD Submittal

Scale As Noted

**POWER FLOOR PLAN**

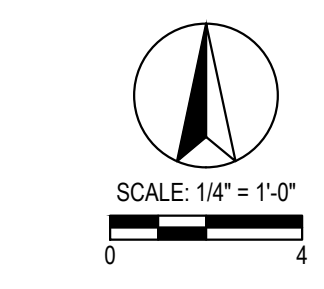
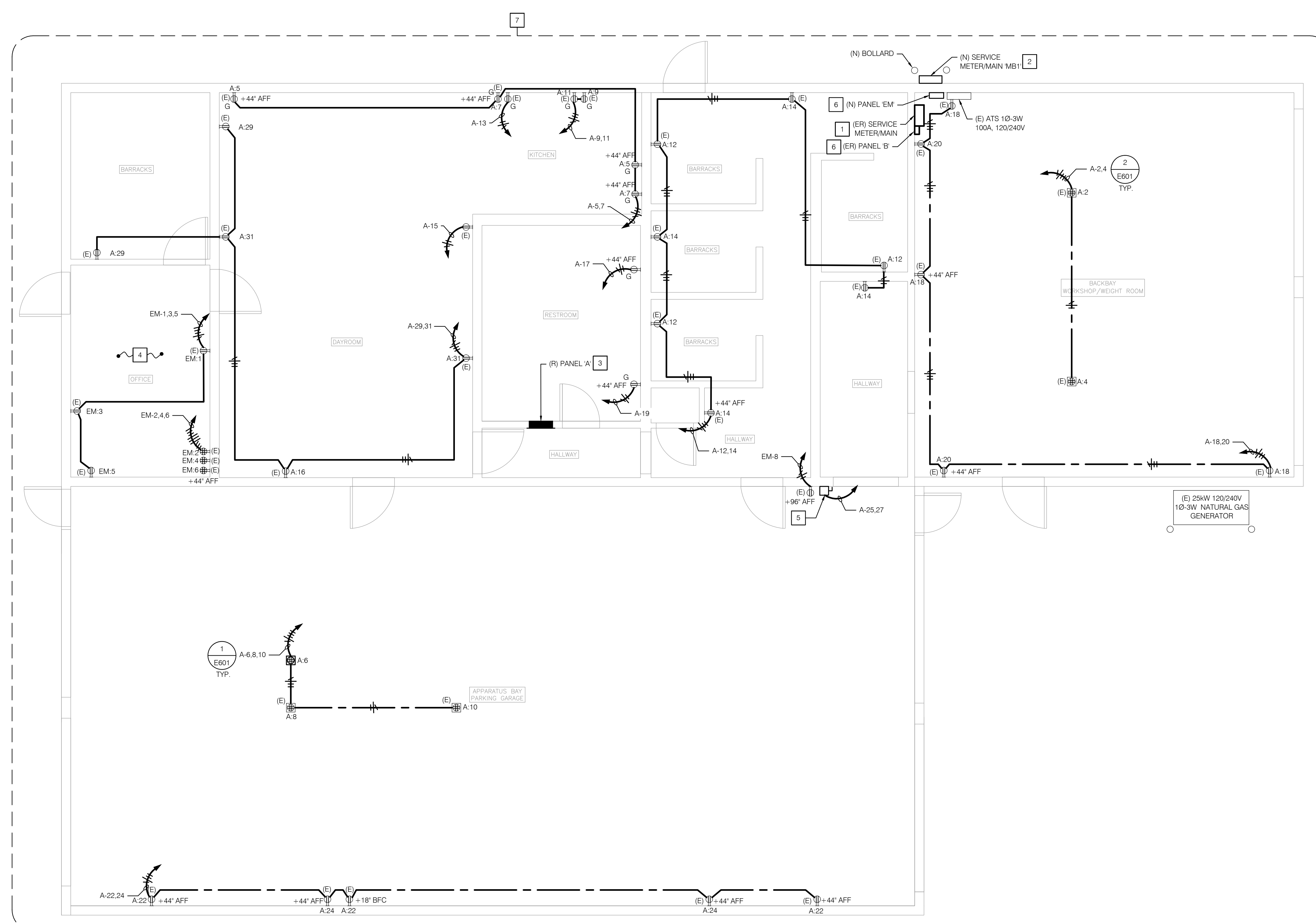
**E201**

**NOTES**

- 1 REMOVE EXISTING 120/240V 10-3W, 125A SERVICE METERMAIN.
- 2 PROVIDE 120/240V 10-3W, 200A SERVICE METERMAIN SECTION. LOCATION SHALL BE WITHIN PROXIMITY TO CURRENT SERVICE EQUIPMENT SO POWER TURNOVER TO NEW SERVICE HAPPENS WITH A SHORT TIMEFRAME.
- 3 REMOVE EXISTING ELECTRICAL PANEL. PROVIDE A NEW 120/240V, 200A, RECESSED MOUNTED PANELBOARD 'A' WITHIN THE SAME LOCATION. REWIRE ALL CIRCUITS TO NEW PANEL AS DENOTED ON PANEL SCHEDULE ON SHEET E002. REFER TO DETAIL 3/ E601 FOR MOUNTING REQUIREMENTS.
- 4 REWIRE ALL RECEPTACLE WITHIN THIS ROOM TO BE FED FROM PANEL 'EM' AS DENOTED ON PANEL SCHEDULE ON SHEET E002.
- 5 PROVIDE 240V, 1Ø SPARE CONNECTION. PROVIDE 3ØAF/3ØAS/2Ø DISCONNECT SWITCH, 3/4" - 3/8"10, 1#10 GND AS REQUIRED FOR A COMPLETE INSTALLATION. CONFIRM LOCATION WITH THE CITY REP ON PRIOR TO ROUGH-IN.
- 6 REMOVE EXISTING PANELBOARD 'B'. PROVIDE NEW PANELBOARD 'EM' 120V/240V, 100A, SURFACE MOUNTED. REMOVE AND RE-CIRCUIT LOADS ONTO NEW PANELBOARD 'EM' AS DENOTED ON PANEL SCHEDULE ON SHEET E002. REFER TO DETAIL 4/ E601 FOR MOUNTING REQUIREMENTS.
- 7 REFEED EXISTING RECEPTACLE AND LIGHTING FROM NEW CIRCUIT ON NEW ELECTRICAL PANEL AS SHOWN ON PLAN. ANY EXISTING RECEPTACLE AND LIGHTING NOT DENOTED ON PLANS BUT WITHIN PROPERTY BOUNDARY SHALL BE REFEED AS WELL.

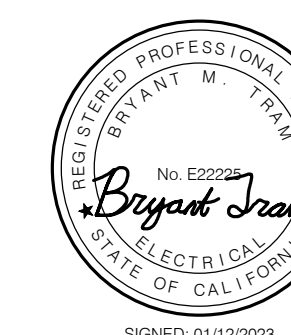
**GENERAL NOTES**

1. EXISTING RECEPTACLES TO REMAIN IN PLACE.
2. INSPECT ALL EXISTING RECEPTACLE AND LIGHTING INSTALLATION AND PROVIDE REWIRING AS NECESSARY TO CONFORM TO CURRENT CODE REQUIREMENTS.
3. EXISTING LIGHTING FIXTURES AND CONTROL TO REMAIN IN PLACE AND REFEED WITH CIRCUIT 163 ON PANEL A STRUCTURES.
4. ROUTE CIRCUITS PARALLEL TO EXISTING FACEWAYS AND STRUCTURES.
5. NOTE EXISTING CIRCUITS PRIOR TO REWIRING RECEPTACLES. PROVIDE NEW RECEPTACLE COVER WITH REVISED PANEL NAMES AND CIRCUIT NUMBER TAGS FOR EXISTING AND NEW RECEPTACLES FROM PANEL 'A' AND PANEL 'EM'.
6. WIRING IS DIAGRAMMATIC. UON, CIRCUITS SHALL BE CONCEALED ABOVE FINISH CEILINGS AND WITHIN WALLS.
7. INCLUDE PATCHING AND RE-FINISHING OF SURFACES WHERE AFFECTED.
8. PROVIDE FIRESTOPPING FOR FIRE-RATED PENETRATIONS.
9. PROVIDE TYPE WRITTEN, UPDATED PANEL DIRECTORY UPON COMPLETION OF WORK.





City of Beaumont  
Fire Station 66  
628 Maple Ave.  
Beaumont, CA 92223



Number	Description	Date
--	--	--

Designed B Tram  
Drawn B Tram  
Checked M Wasif  
Approved M Wasif

Date 01/12/2022

Submittal 100% CD Submittal

Scale None

Single Line Diagram

**E501**

Service Load Calculations		
DESCRIPTION	POWER	AMP @120/240V 1PH-3W
Existing Peak DEMAND PER 12-MONTH UTILITY BILLS)	20kW	
LOAD IN KVA	25kVA	104.2A
Future Loads		
DESCRIPTION	POWER	AMP
5-TON HVAC UNIT	8.4kVA	35A
NEW SERVICE SUBTOTAL	33.4kVA	139.2A
RECOMMENED SERVICE SIZE	120/240V	200A

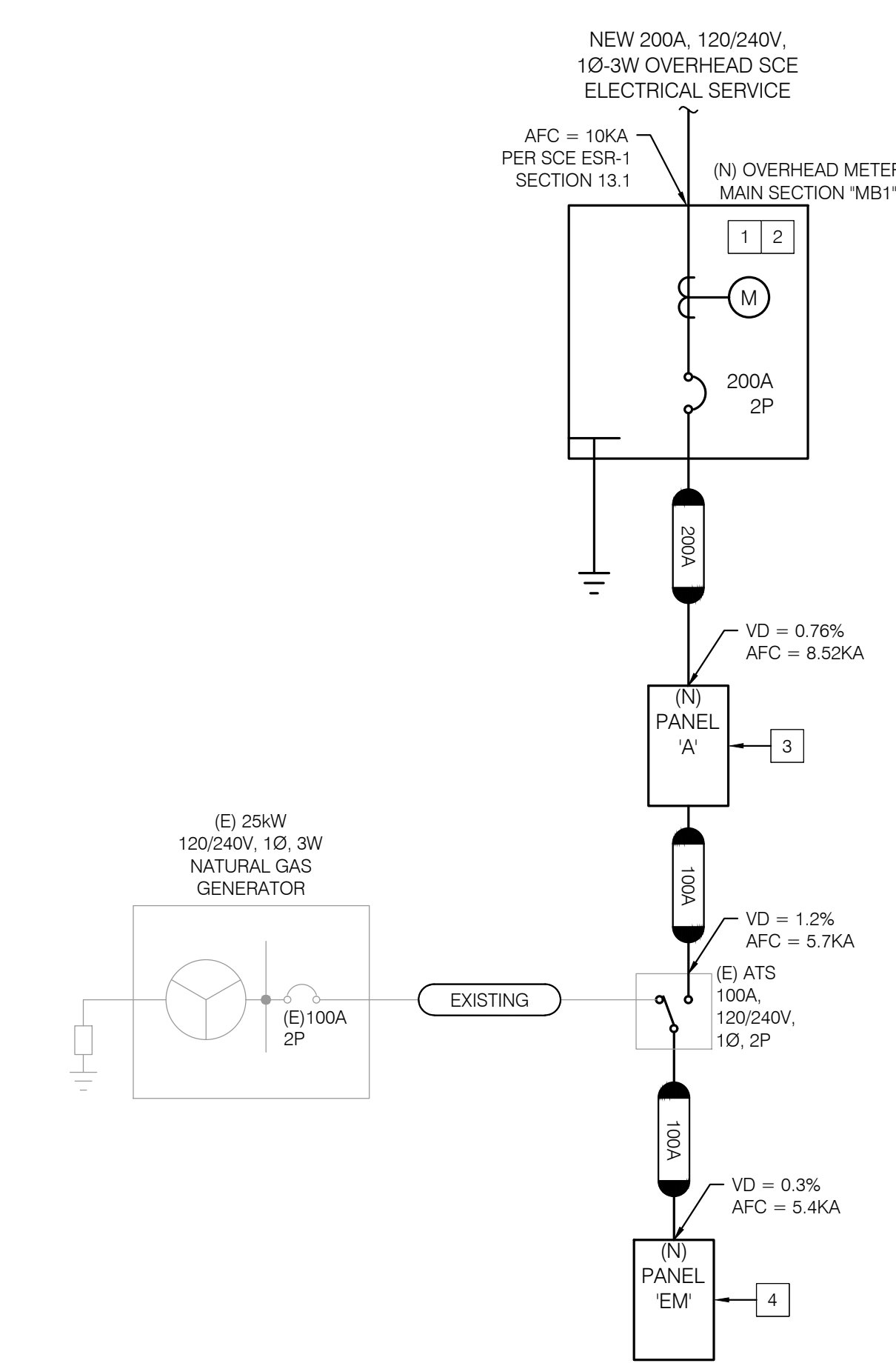
CONDUIT AND CONDUCTOR SCHEDULE			
FEEDER CALLOUT	NUMBER AND SIZE OF CONDUITS	VOLTAGE	CONDUCTORS PER CONDUIT
100A	2" C	600V	4#1/0 & 1#6 GND
200A	2-1/2" C	600V	4#4/0 & 1#4 GND

**GENERAL NOTES**

1. REFER TO SHEET E001 FOR LEGEND AND SYMBOLS LIST.

**NOTES**

1. PROVIDE NEW 200A, 120/240V, 1Ø-3W METER/MAN PANEL. PERFORM COORDINATION FOR SHUT OFF AND NEW EQUIPMENT LOCATION WITH SCE & FACILITIES.
2. CONTRACTOR SHALL COORDINATE BREAKER LOCATIONS IN DISTRIBUTION SECTIONS WITH EQUIPMENT MANUFACTURER TO ENSURE EXISTING CONDUITS CAN BE USED TO RE-FEED EXISTING LOADS.
3. FOR ADDITIONAL WORK RELATED TO PANEL A, SEE NOTE 3 ON SHEET E001.
4. FOR ADDITIONAL WORK RELATED TO PANEL EM, SEE NOTE 6 ON SHEET E201.



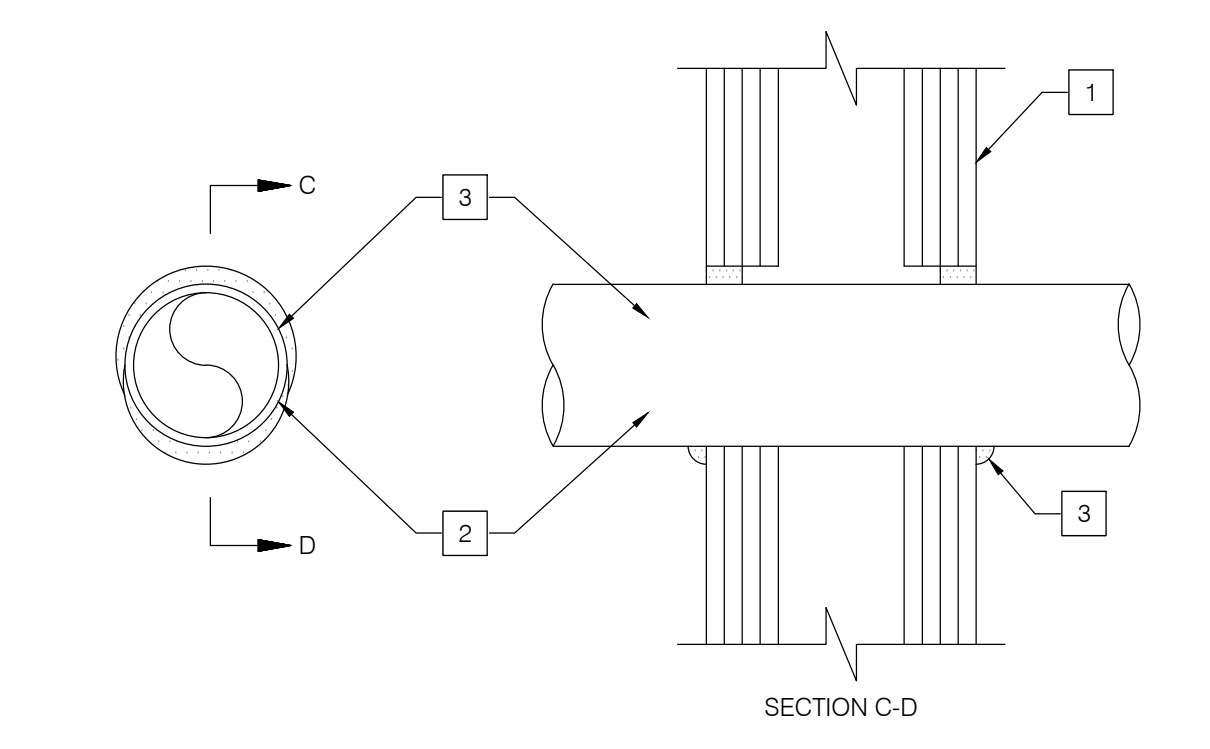
**1 SINGLE LINE DIAGRAM**  
NO SCALE



Classified by  
Underwriters Laboratories, Inc.  
to UL 1479 and CAN/ULC-S115

SYSTEM NO. W-L-1252

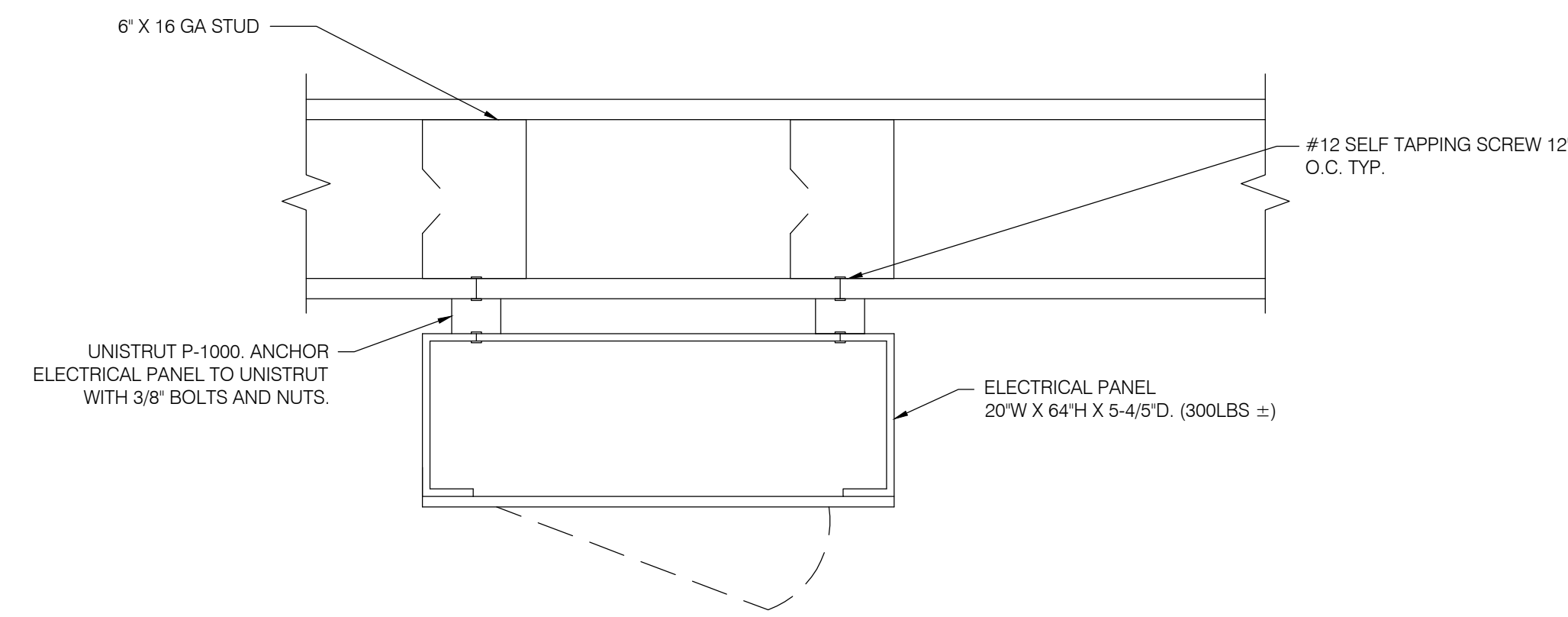
ANSI/UL1479 (ASTM E814)	CAN/ULC S115
F Ratings — 1, 2, 3 and 4 Hr (See Items 1 and 3)	F Ratings — 1, 2, 3 and 4 Hr (See Items 1 and 3)
T Rating — 1, 2, 3 and 4 Hr (See Items 1 and 3)	FT Rating — 0 HR
L Rating At Ambient — Less Than 1 CFM/Sq Ft	FH Ratings — 1, 2, 3 and 4 Hr (See Items 1 and 3)
L Rating At 400 F — Less Than 1 CFM/Sq Ft	FTH Rating — 0 HR
	L Rating At Ambient — Less Than 1 CFM/Sq Ft
	L Rating At 400 F — Less Than 1 CFM/Sq Ft



F, FH RATINGS HR	SEALANT TYPE	SEALANT THICKNESS, IN. (MM)
1, 2	FS-ONE or CP 606	5/8 (16)
3	FS-ONE or CP 606	1 (25)
4	FS-ONE	1 (25)

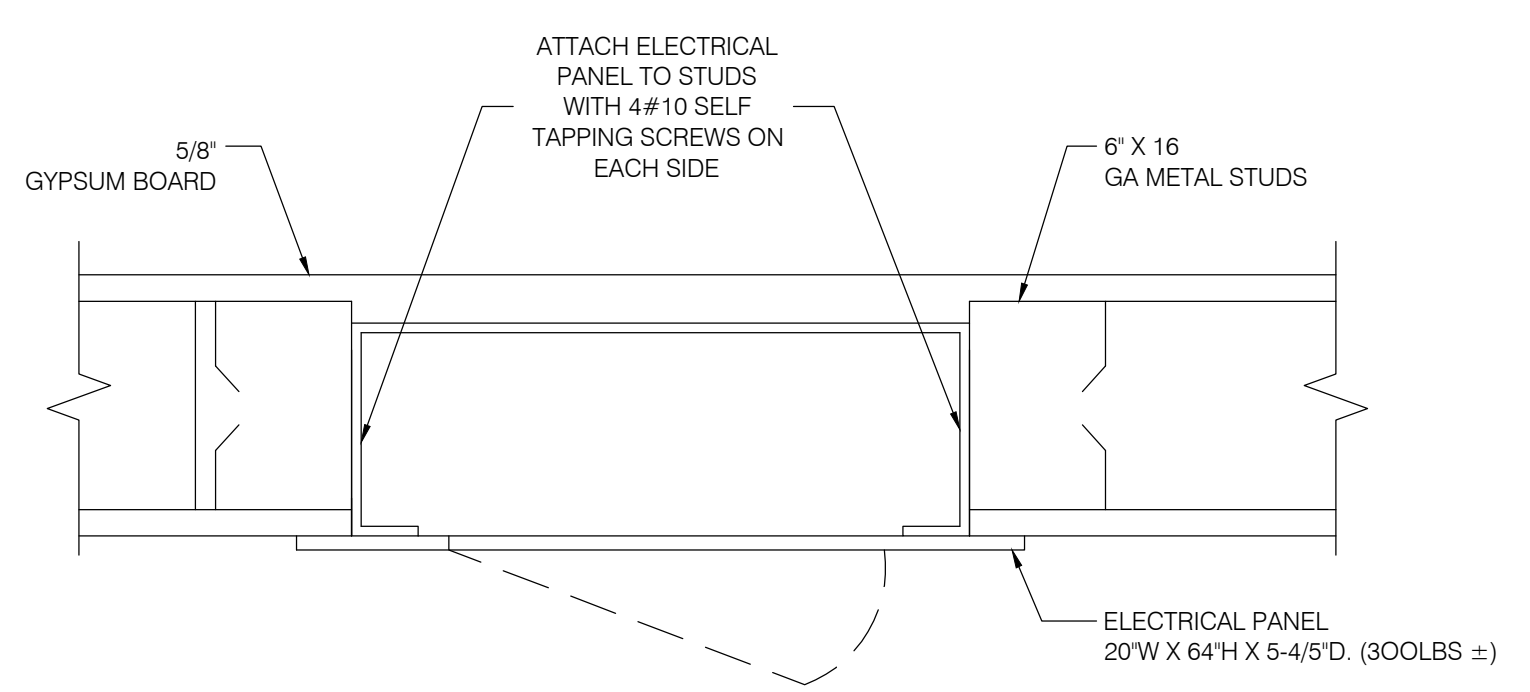
**NOTES**

- 1 WALL ASSEMBLY — THE 1, 2, 3 OR 4 HR FIRE RATED GYPSUM BOARD/STUD WALL ASSEMBLY SHALL BE CONSTRUCTED OF THE MATERIALS AND IN THE MANNER DESCRIBED IN THE INDIVIDUAL U100, V400 OR W400 SERIES WALL OR PARTITION DESIGN IN THE UL FIRE RESISTANCE DIRECTORY AND SHALL INCLUDE THE FOLLOWING CONSTRUCTION FEATURES:
  - A. STUDS — WALL FRAMING SHALL CONSIST OF STEEL CHANNEL STUDS. STEEL STUDS TO BE MIN 3-1/2" (89 MM) WIDE SPACED MAX 24" (610 MM) OC.
  - B. GYPSUM BOARD — MIN 5/8" (16 MM) THICK WITH SQUARE OR TAPERED EDGES. THE GYPSUM BOARD TYPE, THICKNESS, NUMBER OF LAYERS, FASTENER TYPE AND SHEET ORIENTATION SHALL BE AS SPECIFIED IN THE INDIVIDUAL WALL OR PARTITION DESIGN IN THE UL FIRE RESISTANCE DIRECTORY. MAX DIAMETER OF OPENING IS 5-3/4" (146 MM). THE HOURLY F AND FH RATINGS OF THE FIRE STOP SYSTEM ARE EQUAL TO THE HOURLY FIRE RATING OF THE WALL ASSEMBLY IN WHICH IT IS INSTALLED.
- 2 THROUGH PENETRANT — ONE METALLIC PIPE, CONDUIT OR TUBE TO BE INSTALLED EITHER CONCENTRICALLY OR ECCENTRICALLY WITHIN THE FIRE STOP SYSTEM. THE ANNULAR SPACE BETWEEN THE PIPE, CONDUIT OR TUBE AND PERIPHERY OF OPENING SHALL BE MIN 0 IN. (POINT CONTACT) TO MAX 7/8" (22 MM). PIPE, CONDUIT OR TUBE TO BE RIGIDLY SUPPORTED ON BOTH SIDES OF WALL ASSEMBLY.
  - A. CONDUIT — NOM 4" (102 MM) DIAMETER (OR SMALLER) RIGID STEEL CONDUIT.
  - B. CONDUIT — NOM 4" (102 MM) DIAMETER (OR SMALLER) STEEL ELECTRICAL METALLIC CONDUIT.
- 3 FILL, VOID OR CAVITY MATERIAL (SEALANT) — FILL MATERIAL APPLIED WITHIN ANNULUS. FLUSH WITH BOTH SURFACES OF WALL. TYPE AND THICKNESS OF SEALANT IS DEPENDENT ON F AND FH RATINGS AS INDICATED IN TABLE BELOW. AN ADDITIONAL 1/2" (13 MM) DIAMETER BEAD OF SEALANT APPLIED AT PENETRANT/GYPSUM BOARD INTERFACE AT POINT CONTACT LOCATION ON BOTH SURFACES OF WALL.
- 4 PROVIDE HILTI FIRE STOP SYSTEM OR APPROVED EQUAL.

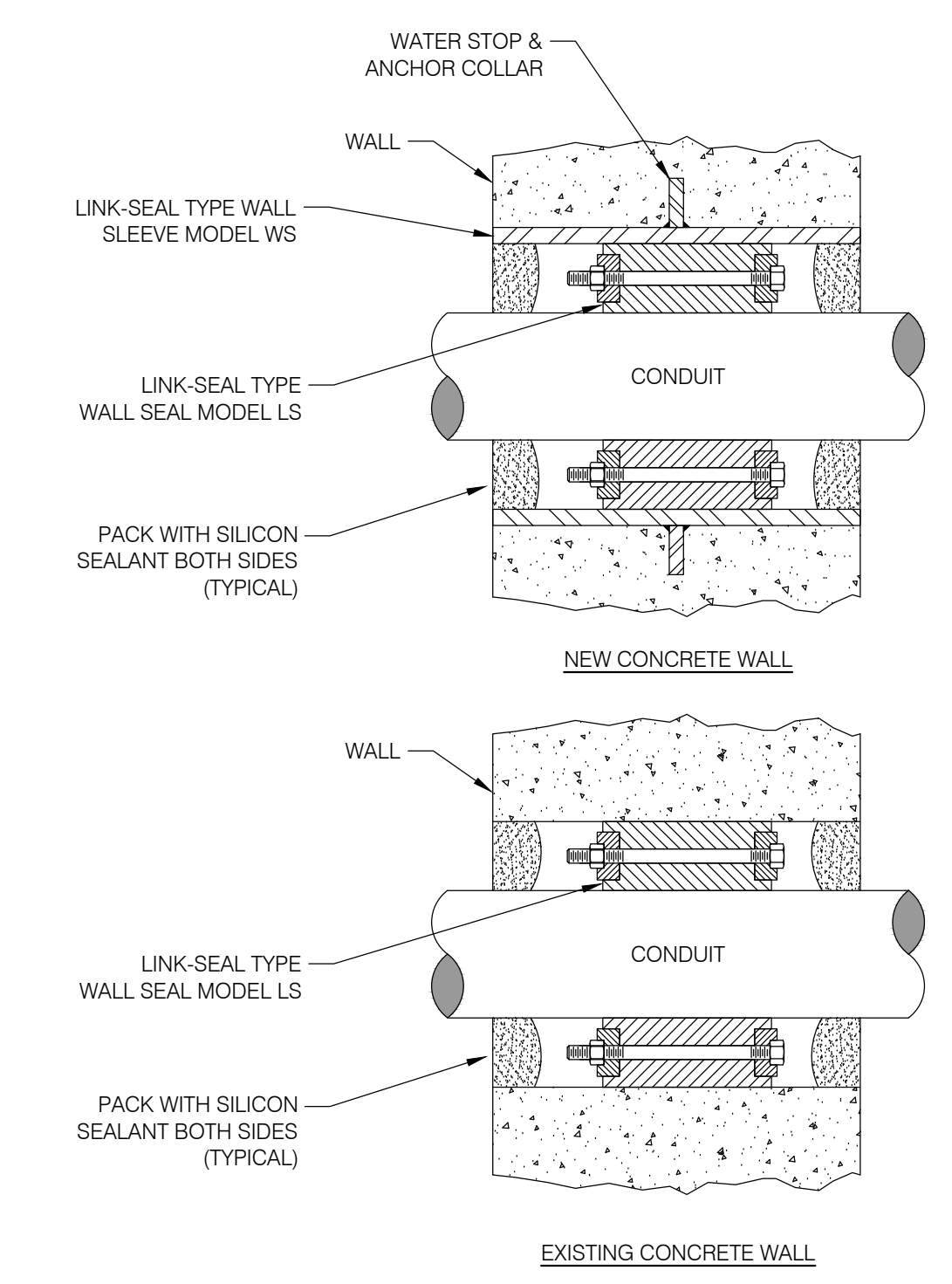


**4 SURFACE MOUNTED PANELBOARD**  
NO SCALE

**2 1-4 HOUR FIRE RATED GYPBOARD PENETRATION**  
NO SCALE



**3 RECESSED MOUNTED PANELBOARD**  
NO SCALE



**1 CONDUIT PENETRATION THRU CONCRETE WALL**  
NO SCALE



Long Beach // Irvine // Los Angeles  
San Diego // San Jose // Seattle

Project Title

Beaumont Fire Station Elec Upgrade

Owner



City of Beaumont  
Fire Station 66  
628 Maple Ave.  
Beaumont, CA 92223



Revisions	Number	Description	Date
	--		--/--

Designed	B Tram
Drawn	B Tram
Checked	M Wasif
Approved	M Wasif

Date 01/12/2022

Submittal 100% CD Submittal

Scale As Noted

Sheet Title

Details

Sheet Number

**E601**

FILE PATH: \\NAE\ENR\60655\PROJECTS\21-0505 E601.DWG DEB/NAE.GDDA  
PLOT: Thursday, January 12, 2023 9:54:31 AM

**CITY OF BEAUMONT  
PUBLIC WORKS AGREEMENT**

**EXHIBIT "B"**

CONTRACTOR'S Bid



**INFORMATION REQUIRED OF BIDDERS**  
**CIP PS-030 RIVERSIDE COUNTY FIRE DEPT. STATION 66 ELECTRICAL UPGRADES**

A. INFORMATION ABOUT BIDDER

[\*\*Indicate not applicable ("N/A") where appropriate.\*\*]

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: SMART CITY ELECTRIC GROUP  
2.0 Type, if Entity: Corporation  
3.0 Bidder Address: 23003 Ventura Blvd.  
Woodland Hills, CA 91364

818-225-0284 818-225-0633  
Facsimile Number Telephone Number

4.0 License Information: 09/30/2023  
1081062 C-10  
License No. Class of License Expiration Date  
1000823353  
DIR Registration No.

5.0 How many years has Bidder's organization been in business as a Contractor?  
2

6.0 How many years has Bidder's organization been in business under its present name? 2

5.1 Under what other or former names has Bidder's organization operated?  
N/A

**INFORMATION REQUIRED OF BIDDERS**



7.0 If Bidder's organization is a corporation, answer the following:

- 7.1 Date of Incorporation: 09/10/2021
- 7.2 State of Incorporation: California
- 7.3 President's Name: Michael Ivan Sandoval
- 7.4 Vice-President's Name(s): Louis Loizu
- 7.5 Secretary's Name: Louis Loizu
- 7.6 Treasurer's Name: Louis Loizu

8.0 If an individual or a partnership, answer the following:

8.1 Date of Organization:  
N/A

8.2 Name and address of all partners (state whether general or limited partnership):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9.0 If other than a corporation or partnership, describe organization and name principals: N/A  
\_\_\_\_\_

10.0 List other states in which Bidder's organization is legally qualified to do business.  
N/A  
\_\_\_\_\_  
\_\_\_\_\_





16.0 Name of Bonding Company and Name and Address of Agent:

Merchants Bonding Company (Mutual)

---

LESRON INSURANCE

---

Les Mantle  
1440 N. Harbor Blvd., Ste. 610, Fullerton, CA 92835

---



11.0 What type of work does the Bidder normally perform with its own forces?

Electrical

---

---

12.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

NO

---

---

13.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract?

If so, attach a separate sheet of explanation:

NO

---

---

14.0 List Trade References:

SEE ATTACHED

---

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---

15.0 List Bank References (Bank and Branch Address):

WELLS FARGO

---

6460 Platt Ave, West Hills, CA 91307

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C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS

[\*\*Duplicate Page if needed for listing additional completed projects.\*\*]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project Client	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work	Contact Name & Phone
SEE ATTACHED LIST OF REFERENCES				



D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

Project Manager	Michael Ivan Sandoval	100%

2. Summarize each person's specialized education:

certified electrician, licensed electrical contractor

3. List each person's years of construction experience relevant to the project:

15

4. Summarize such experience:

completed many public works electrical projects - SEE ATTACHED

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.



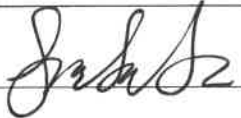
**Additional Bidder's Statements:**

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**E. VERIFICATION AND EXECUTION**

These Bid Forms shall be executed only by a duly authorized official of the Bidder:  
I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder    SMART CITY ELECTRIC GROUP  
Signature           
Name and Title    Michael Ivan Sandoval, President  
Dated                March 10, 2023



## BID FORM

NAME OF BIDDER: SMART CITY ELECTRIC GROUP

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

**CIP PS-03 RIVERSIDE COUNTY FIRE DEPT. STATION 66 ELECTRICAL UPGRADES**

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following BASE BID TOTAL BID PRICE:

BASE BID	BASE BID PRICE (IN WRITTEN FORM)	BID PRICE (IN NUMBERS)
TOTAL BID PRICE	SIXTYTHREETHOUSANDFOURTYFIVE DOLLARS AND TWENTYCENTS	\$63,045.20

In case of discrepancy between the written price and the numerical price, the written price shall prevail.



**BASE BID**  
**BID SCHEDULE A**  
**CIP PS-03 RIVERSIDE COUNTY FIRE DEPT. STATION 66 ELECTRICAL UPGRADES**

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
1	Mobilization	1	LS	\$8,000. <sup>00</sup>	\$8,000. <sup>00</sup>
2	Finishes	1	LS	\$8,000. <sup>00</sup>	\$8,000. <sup>00</sup>
3	Demolition and Removal of old equipment	1	LS	\$12,580. <sup>00</sup>	\$12,580. <sup>00</sup>
4	200 Amp Panelboard	1	EA	\$1,600. <sup>00</sup>	\$1,600. <sup>00</sup>
5	100 Amp Panelboard	1	EA	\$1,300. <sup>00</sup>	\$1,300. <sup>00</sup>
6	200 Amp Service Meter	1	EA	\$2,600. <sup>00</sup>	\$2,600. <sup>00</sup>
7	3/4" Conduit	140	LF	\$12. <sup>00</sup>	\$168. <sup>00</sup>
8	1.5" Conduit	460	LF	\$35. <sup>00</sup>	\$1,610. <sup>00</sup>
9	2" Conduit	70	LF	\$42. <sup>00</sup>	\$294. <sup>00</sup>
10	2.5" Conduit	60	LF	\$62. <sup>00</sup>	\$372. <sup>00</sup>
11	600V, #12 Copper Conductor	1000	LF	\$0.20	\$200. <sup>00</sup>
12	600V, #6 Copper Conductor	70	LF	\$1.46	\$102.20
13	600V, #4 Copper Conductor	60	LF	\$1.77	\$106.20
14	600V, 1/0 Copper Conductor	280	LF	\$3.39	\$949.20
15	600V, 4/0 Copper Conductor	280	LF	\$6.12	\$1,713.60
16	Reconnect existing Generator/ATS	1	LS	\$6,300. <sup>00</sup>	\$6,300. <sup>00</sup>
17	Relocate Electrical SCE Service Drop	1	LS	\$7,200. <sup>00</sup>	\$7,200. <sup>00</sup>
18	Associated Supports, Elbows, & Connector for Conduit	1	LS	\$3,650. <sup>00</sup>	\$3,650. <sup>00</sup>
19	Reconnect existing Generator/ATS	1	LS	\$6,300. <sup>00</sup>	\$6,300. <sup>00</sup>





ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT	UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
PROJECT BASE BID SUBTOTAL:				<b>\$63,045.20</b>

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

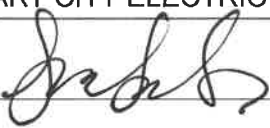
In case of discrepancy between the written price and the numerical price, the written price shall prevail.



**NON-COLLUSION AFFIDAVIT**  
**CIP PS-03 RIVERSIDE COUNTY FIRE DEPT. STATION 66 ELECTRICAL UPGRADES**

I, Michael Ivan Sandoval, being first duly sworn, deposes and says that he is of the President the party making the attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Bidder SMART CITY ELECTRIC GROUP  
Signature   
Name and Title Michael Ivan Sandoval, President  
Dated March 10, 2023

City of Beaumont  
Request for bid



Bond No. 140  
RIVERSIDE COUNTY FIRE DEPT.  
STATION 66 ELECTRICAL UPGRADES  
CIP PS-03

## BID BOND

### CIP PS-03 RIVERSIDE COUNTY FIRE DEPT. STATION 66 ELECTRICAL UPGRADES

The makers of this bond are,

Smart City Electric Group

as Principal, and

Merchants Bonding Company (Mutual)

, as Surety

and are held and firmly bound unto the City of Beaumont, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to CITY for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated March 14, 2023, for

### CIP PS-03 RIVERSIDE COUNTY FIRE DEPT. STATION 66 ELECTRICAL UPGRADES

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

BID BOND

16

City of Beaumont  
Request for bid



RIVERSIDE COUNTY FIRE DEPT.  
STATION 66 ELECTRICAL UPGRADES  
CIP PS-03


IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 9th day of March, 2023, the name and corporate seal of each corporation.

(Corporate Seal)



(Corporate Seal)

Smart City Electric Group  
Principal

By: 

Michael Ivan Sandoval - President  
Title

Merchants Bonding Company (Mutual)  
Surety

By: 

Les M. Mantle-Attorney in Fact

(Attach Attorney-in-Fact Certificate)

BID BOND  
17



**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California }  
County of Orange }  
On 3-9-2023 before me, Mary Martignoni - Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Les M. Mantle  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

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

**Description of Attached Document**

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

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Les M. Mantle Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  Partner –  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_

Merchants Bonding Company (Mutual)

# MERCHANTS BONDING COMPANY™

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Les M Mantle

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this Instrument to be signed and sealed this 8th day of December, 2022.



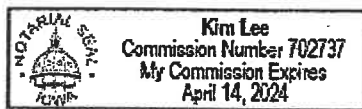
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Kim Lee*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 9th day of March, 2023



*William Warner Jr.*  
Secretary



## BID CERTIFICATION

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors,

License No. 1081062

Expiration Date 09/30/2023

Class of license C10

If the bidder is a joint venture, each member of the joint venture must include the above information.

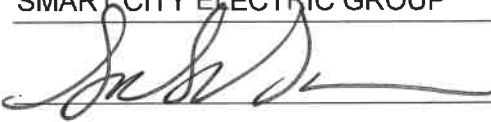
The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents:

1. Addenda No. 1 thru 3
2. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
3. Attached is the fully executed Non-Collusion Affidavit form.
4. Attached is the completed Designation of Subcontractors form.
5. Attached is the completed Bidder Information Form.
6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.

Bidder acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder SMART CITY ELECTRIC GROUP

Signature 

Name and Title Michael Ivan Sandoval, President

Dated March 10, 2023






**CONTRACTOR'S CERTIFICATE REGARDING  
WORKERS' COMPENSATION**  
CIP PS-03 RIVERSIDE COUNTY FIRE DEPT. STATION 66 ELECTRICAL  
UPGRADES

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder SMART CITY ELECTRIC GROUP

Signature 

Name and Title Michael Ivan Sandoval, President

Dated March 10, 2023

**CONTRACTOR'S CERTIFICATE REGARDING  
WORKERS' COMPENSATION**



**DESIGNATION OF SUBCONTRACTORS**  
**CIP PS-03 RIVERSIDE COUNTY FIRE DEPT. STATION 66 ELECTRICAL UPGRADES**

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount of \$500 or more.

\*\*\* Please list all subcontractor that exceed \$500\*\*\*

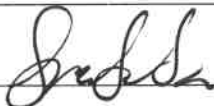
Portion of the Work	Subcontractor	Location of Business	% of Work
	NONE		

**DESIGNATION OF SUBCONTRACTORS**



Portion of the Work	Subcontractor	Location of Business	% of Work

Name of Bidder SMART CITY ELECTRIC GROUP

Signature 

Name and Title Michael Ivan Sandoval, President

Dated March 10, 2023



Addendum No. 1

RFB # PS-03 (CS#22-05)  
Fire Station 66 Electrical Upgrades

Prepared by: City of Beaumont  
550 E. 6<sup>th</sup> Street  
Beaumont, CA 92223

The following corrections, additions, deletions, and/or modifications to the above proposal package, by this reference, shall be incorporated therein:

**JOB-SITE INSPECTION**

A job-site inspection (walk-through) is scheduled for Wednesday, March 1, 2023 at 1:00 P.M.

Interested parties should meet outside Riverside County Fire Department, Station 66 located at 628 Maple Avenue, Beaumont, CA 92223.

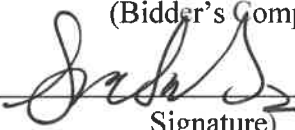
ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.

Any questions regarding this should be sent to:

Grace Wichert  
[gwichert@beaumontca.gov](mailto:gwichert@beaumontca.gov)

By: SMART CITY ELECTRIC GROUP  
(Bidder's Company Name)

Date Received by Bidder:

 (Bidder's  
Signature)

02/27/2023

Michael Ivan Sandoval

(Type or Print Name)

Bidder shall include a signed copy of this Addendum No. 1 with the bid proposal.

End of Addendum No. 1



CIP PS-03 Fire Station 66 Electrical Upgrades

Addendum No. 1

Request for Clarifications (RFC) Questions

Q1. Does this electrical upgrade include replacing existing generator and ATS? If not, are there any plans to do so in the near future?

**City of Beaumont Response:**

Q2. I was just wondering if there is a site visit scheduled. I did not see it on the invite.

**City of Beaumont Response:**

Q3. Can you provide a projected start date for the project?

**City of Beaumont Response:**

Q4. What is the budget for this project?

**City of Beaumont Response:**

Q5. Can you provide photos of the existing Meter Main panel, ATS, A, B, and EM panels?

**City of Beaumont Response:**

Q6. Can you provide photos of the ceiling type (acoustic ceiling, hard ceiling)?

**City of Beaumont Response:**

Q7. Can you provide photos of the new location of the Service Meter main?

**City of Beaumont Response:**

Q8. Can you provide photos of the room that will be rewired to the EM Panel?

**City of Beaumont Response:**

Q9. What is the estimated cost for this project?

**City of Beaumont Response:**

Q10. Will there be site walk for this project?

**City of Beaumont Response:**

Q11. Is there an engineer's estimate?

**City of Beaumont Response:**

Q12. Would we be able to walk the site?

**City of Beaumont Response:**

Q13. Could we possibly schedule a job walk for the CIP-PS-03 FIRE STATION 66 Electrical Upgrades. Project? We are putting together a Bid Proposal for the Project but would feel a lot more comfortable walking the job.

**City of Beaumont Response:**

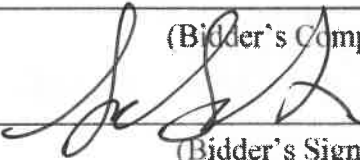
Q13. For the city project CIP PS-03, are there any liquidated damages? I was looking over the specifications and didn't see any information about it?

**City of Beaumont Response:**

Any questions regarding this should be sent to:  
Grace Wichert  
[gwichert@beaumontca.gov](mailto:gwichert@beaumontca.gov)

SMART CITY ELECTRIC GROUP

By:

\_\_\_\_\_  
(Bidder's Company Name)  
  
\_\_\_\_\_  
(Bidder's Signature)

Date Received by Bidder:

03/01/2023

Michael Ivan Sandoval  
(Type or Print Name)

Bidder shall include a signed copy of this Addendum No. 1 with the bid proposal.

End of Addendum No. 1



CIP PS-03 Fire Station 66 Electrical Upgrades

Addendum No. 2

Request for Clarifications (RFC) Questions

Q1. Does this electrical upgrade include replacing existing generator and ATS? If not, are there any plans to do so in the near future?

**City of Beaumont Response: No the generator and ATS will not be replaced.**

Q2. I was just wondering if there is a site visit scheduled. I did not see it on the invite.

**City of Beaumont Response: Site visit was scheduled 3/1/23**

Q3. Can you provide a projected start date for the project?

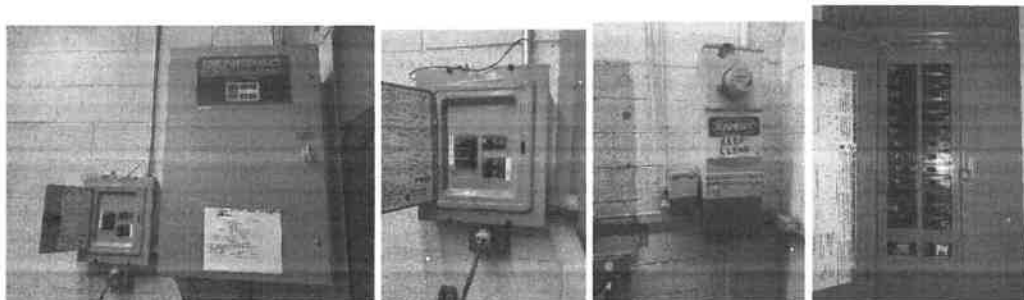
**City of Beaumont Response: Contract will go to council on April 18 for award. Project may start after that date.**

Q4. What is the budget for this project?

**City of Beaumont Response: This project is fully funded by our CIP (Capital Improvement Plan)**

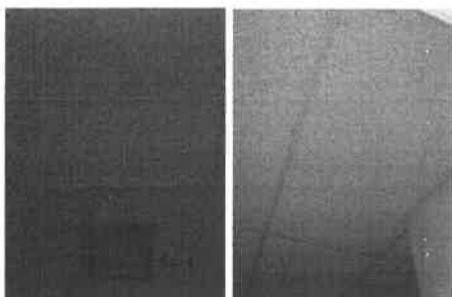
Q5. Can you provide photos of the existing Meter Main panel, ATS, A, B, and EM panels?

**City of Beaumont Response:**



Q6. Can you provide photos of the ceiling type (acoustic ceiling, hard ceiling)?

**City of Beaumont Response:**



Q7. Can you provide photos of the new location of the Service Meter main?

**City of Beaumont Response:**



Q8. Can you provide photos of the room that will be rewired to the EM Panel?

**City of Beaumont Response:**

Q9. What is the estimated cost for this project?

**City of Beaumont Response: This project is fully funded by our CIP (Capital Improvement Plan)**

Q10. Will there be site walk for this project?

**City of Beaumont Response: Site visit was scheduled 3/1/23**

Q11. Is there an engineer's estimate?

**City of Beaumont Response:**

Q12. Would we be able to walk the site?

**City of Beaumont Response: Site visit was scheduled 3/1/23**

Q13. Could we possibly schedule a job walk for the CIP-PS-03 FIRE STATION 66 Electrical Upgrades. Project? We are putting together a Bid Proposal for the Project but would feel a lot more comfortable walking the job.

**City of Beaumont Response: Site visit was scheduled 3/1/23**

Q13. For the city project CIP PS-03, are there any liquidated damages? I was looking over the specifications and didn't see any information about it?

**City of Beaumont Response: N/A**

Any questions regarding this should be sent to:

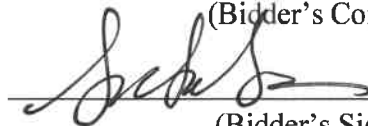
Grace Wichert

[gwichert@beaumontca.gov](mailto:gwichert@beaumontca.gov)



SMART CITY ELECTRIC GROUP

By:

\_\_\_\_\_  
(Bidder's Company Name)  
  
\_\_\_\_\_  
(Bidder's Signature)

Date Received by Bidder:

03/08/2023

Michael Ivan Sandoval  
(Type or Print Name)

Bidder shall include a signed copy of this Addendum No. 2 with the bid proposal.

End of Addendum No. 2



CIP PS-03 Fire Station 66 Electrical Upgrades  
Addendum No. 3

REVISIONS

NOTICE INVITING BIDS- Bid Dates, Times and Locations as follows:

The Bid received by date and bid opening date are revised as follows:

**BID DATES, TIMES, & LOCATIONS:**

Bid Published:	February 9, 2023
<b>Bids Must Be Received By:</b>	<b>March 14, 2023 @ 2:00 P.M.</b>
Place Of Bid Receipt:	550 E. Sixth Street (City Hall) Beaumont, CA 92223
Questions In By:	February 23, 2023 @ 2:00 P.M.
<b>Bid Opening Date:</b>	<b>March 14, 2023 @ 2:15 P.M.</b>
Bid Opening Location:	550 E. Sixth Street (City Hall), Room 4 Beaumont, CA 92223

REQUEST FOR CLARIFICATION

**Q1.** Requesting an extension on the rfi due date. Since the job walk was held 3/1/23 today.  
**City of Beaumont Response:** Due date has been extended to March 14, 2023 at 2:00 P.M.

**Q2.** Is the owner providing a temporary trailer for the firefighters or is the contractor providing the temporary trailer? During the time work is being done in the barracks area.  
**City of Beaumont Response:** City will coordinate and be responsible for.

**Q3.** Is a temporary generator required for the project during the shutdown?  
**City of Beaumont Response:** No.

**Q4.** Is MC Cable permitted to use in certain above ceiling locations. Ex.) From office to new panel EM  
**City of Beaumont Response:** MC Cable is permissible in the drop ceiling if they meet the following:  
1. The cable will be secured to the building structure roof deck, meeting all the requirements of 330.30 and not supported on the drop ceiling.  
2. The drop ceiling is not a fire-rated cavity.

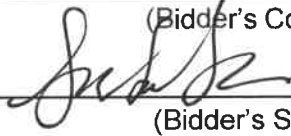
**Q5.** Would the bid due date extend?  
**City of Beaumont Response:** Due date has been extended to March 14, 2023 at 2:00 P.M.

Any questions regarding this should be sent to:  
Grace Wichert  
[gwichert@beaumontca.gov](mailto:gwichert@beaumontca.gov)

SMART CITY ELECTRIC GROUP

By:

\_\_\_\_\_  
(Bidder's Company Name)



\_\_\_\_\_  
(Bidder's Signature)

Date Received by Bidder:

03/08/2023

Michael Ivan Sandoval

\_\_\_\_\_  
(Type or Print Name)

Bidder shall include a signed copy of this Addendum No. 3 with the bid proposal.

End of Addendum No.3

# SMART CITY ELECTRIC GROUP

23003 Ventura Blvd.

Woodland Hills, CA 91364

Phone 818-225-0633 Email [infosmartcity@yahoo.com](mailto:infosmartcity@yahoo.com)

License #1081062

## LIST OF REFERENCES

Project Name: Columbus High School – Electrical Work  
Location: Downey, CA  
Owner: Downey Unified School District  
Owner Contact (name, current phone number, and email):  
Annie Aung, Facilities Construction Coordinator, (562) 469-6752, [aaung@dusd.net](mailto:aaung@dusd.net)  
Description of Project, Scope of Work Performed: Electrical Work  
Total Value of Construction (including change orders): \$291,500.00  
Original Scheduled Completion Date: 03/16/2022  
Time Extensions Granted (number of days): n/a  
Actual Date of Completion: 03/16/2022 NO CLAIMS

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Project Name: Schroeder Hall ADA Entry Ramp Lighting Project  
Location: Rohnert Park, CA  
Owner: Sonoma State University  
Owner Contact (name, current phone number, and email): Bill Fulton, Facility Project Supervisor  
707-664-3267 [fultonw@sonoma.edu](mailto:fultonw@sonoma.edu)  
Description of Project, Scope of Work Performed: Electrical Work Contract No. 122115  
Total Value of Construction (including change orders): \$23,998.00  
Original Scheduled Completion Date: 09/21/2022  
Time Extensions Granted (number of days): n/a  
Actual Date of Completion: 08/10/2022 NO CLAIMS

---

Project Name: CDVA - ELECTRIC VEHICLE SUPPLY EQUIPMENT VENTURA  
Location: Ventura, CA  
Owner: DEPARTMENT OF VETERANS AFFAIRS, State of California  
Owner Contact (name, current phone number, and email):  
Ryan Allgood, Project Director I, 916 375-4115, [Ryan.Allgood@dgs.ca.gov](mailto:Ryan.Allgood@dgs.ca.gov)  
Description of Project, Scope of Work Performed: Electrical Work  
Total Value of Construction (including change orders): \$146,000.00  
Original Scheduled Completion Date: 05/30/2022  
Time Extensions Granted (number of days): n/a  
Actual Date of Completion: 09/02/2022 NO CLAIMS

---

Project Name: Cameras Installation  
Location: Porterville, CA  
Owner: Burton School District  
Owner Contact (name, current phone number, and email):  
Don Scott, IT Manager, Burton School District 559-788-6418 x-10005, [dscott@burtonschools.org](mailto:dscott@burtonschools.org)  
Description of Project, Scope of Work Performed: Electrical Work  
Total Value of Construction (including change orders): \$160,000.00  
Original Scheduled Completion Date: 09/08/2022  
Time Extensions Granted (number of days): n/a  
Actual Date of Completion: 09/08/2022 NO CLAIMS

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Project Name: Electric Vehicle Charging Stations Improvements at City Facilities  
Location: Paramount, CA  
Owner: City of Paramount  
Owner Contact (name, current phone number, and email): Rafael Casillas, City Engineer  
562-220-2220 [rcasillas@paramountcity.com](mailto:rcasillas@paramountcity.com)  
Description of Project, Scope of Work Performed: Install EV charging stations and  
electrical improvements Project #9290  
Total Value of Construction (including change orders): \$162,000.00  
Original Scheduled Completion Date: 12/23/2022  
Time Extensions Granted (number of days): n/a  
Actual Date of Completion: 12/23/2022 NO CLAIMS

# SMART CITY ELECTRIC GROUP

23003 Ventura Blvd.

Woodland Hills, CA 91364

Phone 818-225-0633 Email [infosmartcity@yahoo.com](mailto:infosmartcity@yahoo.com)

License #1081062

## TRADE REFERENCES

### MAIN ELECTRIC SUPPLY

Thomas Mejia, Branch Operations/ Sales

818-534-2900 [thomas.mejia@mainelectricsupply.com](mailto:thomas.mejia@mainelectricsupply.com)

20931 Nordhoff St., Chatsworth, CA 91311

### Walters Wholesale Electric

Enrique Camacho/sales

P.562-949-0215 F.562-949-4396 [enrique.camacho@walterswholesale.com](mailto:enrique.camacho@walterswholesale.com)

11911 Hamden Place Santa Fe Springs, CA 90670

### Cal-State Site Services

(800) 499-575 [accounting@rentfenceandtoilets.com](mailto:accounting@rentfenceandtoilets.com)

4518 Industrial Street Simi Valley, CA 93063

### CED Greater LA I Project Manager

6781 8<sup>th</sup> Street I Buena Park I CA 90620

p. (657) 325-7450 Kc D. Lee

[klee@cedgreaterla.com](mailto:klee@cedgreaterla.com)

**CITY OF BEAUMONT**  
**PUBLIC WORKS AGREEMENT**

**EXHIBIT "C"**

**Insurance Certificates and Endorsements**



## Staff Report

**TO:** City Council  
**FROM:** Doug Story, Director of Community Services  
**DATE:** May 2, 2023  
**SUBJECT:** Approve a Purchase Order for RDO Equipment Co. for the Purchase of a John Deere Skip Loader in the Amount of \$151,657.09

---

**Description** Approve Purchase Order for Skip Loader.

### **Background and Analysis:**

The Beaumont Community Services Department is seeking to purchase a new piece of equipment that will assist in various projects and tasks in City parks and right-of-ways. This piece of equipment has historically been rented by the department when needed, but now the number of projects and tasks that require the equipment warrants the purchase. This equipment is used by the department to move material such as sand, dirt, gravel, and large items used in the maintenance of the City owned parks and right-of-ways.

After contacting local dealers, it was found that a cooperative purchasing agreement was available for the purchase of this equipment through Sourcewell pricing agreement. Beaumont Municipal Code Section 3.01.110- (C) states: *“Competitive Bidding Already Completed. When the Authorized Contracting Party determines that a competitive bid procedure has been conducted by another public agency (e.g. through CMAS or GSA) and the price to the City is equal to or better than the price to that public agency.”* Based on the Sourcewell agreement, this equipment is offered at a 39% discount on retail pricing and affords the best available price to the City at this time.

### **Fiscal Impact:**

Funding for this purchase is available as a budgeted item in 100-6050-8060 from a previous reappropriation of FY 21/22 funds. These funds were reappropriated due to no availability of the equipment in FY 21/22. The total cost of the purchase is \$151,657.09. The total amount budgeted for the purchase was \$180,000.

The estimated cost to prepare this report was \$95.

**Recommended Action:**

Approve the Purchase Order for RDO Equipment Co. for the purchase of a skip loader in the amount of \$151,657.09.

**Attachments:**

- A. RDO Equipment Company Quote





# Retail Purchase Order

RDO Equipment Co.  
 20 Iowa Avenue  
 Riverside CA, 92507  
 Phone: (951) 778-3700 - Fax: (951) 778-3746



**Bill To:**  
 CITY OF BEAUMONT  
 550 E 6TH ST  
 BEAUMONT, CA, 922232253  
 RIVERSIDE ()  
 (951) 572-3236

**Ship To:**  
 CITY OF BEAUMONT  
 550 E 6TH ST  
 BEAUMONT, CA, 922232253  
 (951) 572-3236

**Purchase Order Date:** 4/20/2023  
**Purchase Order #:** 1604450  
**Purchaser Account #:** 8524015  
**Customer Purchase Order #:** TBD  
  
**Customer Purchaser Type:** Governmental - City/Town/Village  
**Customer Market Use:** Underground - Sewer/Water  
**Location of First Working Use:** BEAUMONT, CA, 922232253  
**Dealer Account Number:** 177637  
**Sales Professional:** Ryan Hernandez  
**Phone:** (951) 675-5654  
**Fax:** (951) 778-3746  
**Email:** ARHernandez@rdoequipment.com

## Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2022 JOHN DEERE 210P	\$203,301.32
			Freight in FACTORY FREIGHT	\$5,500.00
			Freight Out DELIVER TO CUSTOMER	\$750.00
			Prep / Reconditioning PDI/SALES WASH/EINS	\$4,100.00
			Customer Discount SOURCEWELL DISCOUNT	(\$76,791.78)
			Warranty -John Deere Comprehensive-48 Months, 3000 Hours,Deductible: 0, Exp Date: 11/13/2026	\$3,883.00
			<b>Equipment Subtotal:</b>	<b>\$140,742.54</b>

## Purchase Order Totals

<b>Balance:</b>	\$140,742.54
<b>CA STATE TAX:</b>	\$8,444.55
<b>CA COUNTY TAX:</b>	\$351.86
<b>CA SPECIAL TAX:</b>	\$2,111.14
<b>Sales Tax Total:</b>	\$10,907.55
<b>CA Tire Fee:</b>	\$7.00
<b>Sub Total:</b>	\$151,657.09
<b>Cash with Order:</b>	\$0.00
<b>Balance Due:</b>	<b>\$151,657.09</b>

## Legal Information

For the Construction Product(s)

**ACKNOWLEDGMENTS** - Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above Product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the Product(s) ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. Except as provided herein and as necessary to protect RDO Equipment from the claims of a bankruptcy trustee or a buyer in the ordinary course of business, the Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order. I (we) hereby grant a security interest to RDO Equipment in the Product.

**DISCLOSURE OF REGULATION APPLICABILITY** - When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

**IMPORTANT WARRANTY NOTICE** - The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE.

Telematics: Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Upon signature of delivery acknowledgment, customer is accepting the equipment, including attachments, in "AS IS" condition, agreeing to notify RDO Equipment Co. within 24 hours of any damages or discrepancies found upon receipt of equipment.

## Signature Area

### Purchase Order Accepted By:

\_\_\_\_\_  
(Customer's Signature)

\_\_\_\_\_  
(Date Accepted)

\_\_\_\_\_  
(Authorized Signature of Dealer)

\_\_\_\_\_  
(Date Accepted)

### Delivery of Equipment Acknowledgement:

\_\_\_\_\_  
(Customer's Signature)

\_\_\_\_\_  
Date Accepted

### Standard Warranty Acknowledgement:

\_\_\_\_\_  
(Delivered On)

\_\_\_\_\_  
(Warranty Begins)

### Extended Warranty Oil Sampling Acknowledgement:

\_\_\_\_\_  
(Customer's Initials)

\_\_\_\_\_  
(deal owner's title's Initials)

## Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2022 JOHN DEERE 210P	17J0T 210 P-tier Tractor Loader 0202 United States 0259 English 1004 Ultimate Cab 1053 Seat - Suspension Cloth Enhanced with Tilt Steering for Cab 183E JDLink <sup>™</sup> , <sup>Ⓞ</sup> 8083 Grade Control Ready 3006 Powershift Transmission - Mechanical Front Wheel Drive (MFWD) with Open Differential 6151 Single Battery 6522 Dual Tilt Cylinders 8272 Rear Weight - 1,500 lb. 8273 Wheel Weights 7040 Three-Function Loader Hydraulics, Single Lever with EH Control 7856 86 in. (2.18 m.) Wide, 1.25 cu. yd. (0.96 cu. m.) Multi-Purpose Bucket 8279 88 in. (2.24 m.) Next Gen Box Blade - Grade Control Ready 8115 MFWD Driveshaft Guard 8284 Transmission Guard

## **STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, UTILITY, CCE AND FORESTRY PRODUCTS – US & Canada**

- **Construction, Forestry & Compact Construction Equipment (CCE) Products\***: 12 months Full Machine Standard Warranty
- **\* Compact Construction Equipment Products** Delivered and settled on or after 01 June 2018: 24 months or 2000 hours (whichever comes first) Full Machine Standard Warranty
- **C&E Series Pull-Type Scrapers**: 6 months Full Machine Standard Warranty
- **DC & DE Series Pull-Type Scrapers**: 12 months Full Machine Standard Warranty
- **Scraper Tractors**: 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments**: 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Frontier Equipment**: 6 months Full Machine Standard Warranty (90 days in rental applications)

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

**STANDARD Warranty** is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

**EXTENDED Warranty** is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

**STRUCTURALL Warranty** applies to certain structural components as listed below and as described in this document.

**FACTORY-INSTALLED UNDERCARRIAGE Warranty** applies to certain undercarriage components as listed below and as described in this document.

### **A. STANDARD WARRANTY - GENERAL PROVISIONS**

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor/labour, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

### **B. WHAT IS COVERED BY STANDARD WARRANTY -**

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

### **C. EXCLUSIVE REMEDY -**

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other

person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

#### D. ITEMS COVERED SEPARATELY -

1. Standard Warranty does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.
2. Factory-Installed Undercarriage Warranty covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor/labour; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. StructurALL Warranty for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by StructurALL Warranty.

Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame\*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

*Items Covered by StructurALL for Cut-to-Length Forestry Machines:* Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; Main Boom

StructurALL Warranty does not apply to:

1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
2. C-Frames on H-Series & J-Series Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
3. Cut-to-Length Forestry Heads and Slash Bundler Units.
4. Crawlers equipped with optional side booms.
5. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
6. Motor Graders equipped with front- or rear-mounted snow wings.

## **E. ITEMS NOT COVERED -**

John Deere is NOT responsible for the following:

1. Freight
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Diagnostic Time
6. Additional Labor/Labour Time - Above SPG/Labor/Labour Rate
7. Additional Cleaning - Above SPG/Labor/Labour Rate
8. Rental Fees
9. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, negligence, collision or other accidents.
10. Premiums charged for Overtime Labor/Labour
11. Transportation to and from the dealership.
12. Travel time, mileage or service calls by the dealer.
13. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
14. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers. Note: Reimbursement for refills of oils/coolants lost due to a warrantable failure is covered when a system failure occurs outside the boundaries of a normal oil change (within 25% of specified change interval as provided in the Operator's Manual).
15. Torn, cut, or worn hoses.
16. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
17. Items such as cutting-edge parts, delimiting knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
18. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
19. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
20. Parts supplied or modifications done by third party suppliers.
21. Topping off fluids when fluid levels fall in the range between low and full
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
23. Attachments installed aftermarket – i.e. Winch not installed at factory.
24. Custom options installed outside the factory – i.e. G.R. Manufacturing option packages.
25. Used Products (except as otherwise provided in section L below).

## **F. TERMINATION OF WARRANTY-**

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
2. The product is modified or altered in ways not approved by John Deere; or
3. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
4. The product is moved outside the US and/or Canada.

## **G. PARTS REPLACED UNDER WARRANTY -**

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is

reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

#### H. TELEMATICS

*NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at [www.jdlink.com](http://www.jdlink.com).*

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at [www.JohnDeere.com/MachineDataPolicy](http://www.JohnDeere.com/MachineDataPolicy).

#### I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor/labour) that would not have been incurred had the product been repaired at the dealer's place of business.

#### J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

#### K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty, and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

#### L. USED JOHN DEERE PRODUCTS ONLY -

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**



## Staff Report

**TO:** City Council

**FROM:** Elizabeth Gibbs, City Manager  
Todd Hopkins, CalFire Division Chief

**DATE** May 2, 2023

**SUBJECT:** Discussion and Update on the Purchase of a Spartan 105' Quint Aerial Apparatus Ladder Truck for Fire Station 106 – Capital Improvement Project No. PS-05

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**Description** Discussion and update on CIP Project No. PS-05

**Background and Analysis:**

Currently the City of Beaumont staffs one fire engine and one squad that serves over 50,000 residents, plus all of the consumers and employees in the many small businesses, brick and mortar stores, and new logistic centers throughout the City. Medical calls, fires, and rescue calls continue to increase each year as the City's population increases. The City also continues to add multi-story homes, multi-story businesses, multi-story classrooms in the school district, logistic centers, as well as increase transit on the Interstate. However, the fire department resources have stayed stagnant and have not developed with the changing needs of the City. As these dynamics change within the City, the type of equipment the City maintains also needs to adjust so that the public, the infrastructure and other assets are protected.

With the addition of Fire Station No.106, the City would benefit most by adding an aerial ladder truck as the apparatus that responds from the new station. Currently, the two closest ladder trucks to Beaumont are owned by the Morongo Band of Mission Indians and the City of Moreno Valley with an average 19-minute response time at best.

During the Fiscal Year 2022-2023 budget process and adoption of a 5-year capital improvement plan, City Council authorized \$1,400,000 of the State and Local Fiscal Recovery Funds (SLFRF) allocation to purchase an aerial ladder truck for the new Fire Station No. 106 – CIP Project No. PS-05. The SLFRF funds are required to be obligated by December 31, 2024, and completely spent by December 31, 2026. The use of the funds in the preliminary rule were to replace lost revenue, respond to the far-reaching public health and negative economic impacts of the pandemic, provide premium pay for



essential workers, and invest in water, sewer, and broadband infrastructure. The final rule has since made the use of these funds broader, allowing for the use on general public services.

During the COVID pandemic, many fire apparatus manufacturers struggled financially causing them to shut down factories, lay off workers and merge with other companies through buyouts. This has caused supply and demand issues and with inflation, has dramatically increased the cost of fire apparatus across the board.

The Riverside County Fire Department has historically purchased trucks from KME or Spartan as the two primary manufacturers who met or exceeded the county's specifications. Currently, KME has had a purchase order for the build of a new truck for the county that has been issued for over two years and has still not begun the build. Additionally, the price of trucks manufactured from Spartan has experienced significant increases, so the county decided to obtain a quote and to purchase the new fleet of trucks from a third manufacturer, Rosenbauer.

In November 2022, staff requested, and Council approved, an additional \$400,000 of General Fund dollars towards the purchase of the ladder truck as previously estimated costs were below market pricing. A letter was then sent to Chief Weiser on November 16, 2022, authorizing the purchase of a 2023 Rosenbauer Commander 100' Tractor Drawn Aerial Quint in an amount not to exceed \$1,800,000 (Attachment A).

After receiving a quote and obtaining approval from City Council for the purchase of the ariel ladder truck for the City of Beaumont, the RVC Fleet team inspected a post-production ladder truck from Rosenbauer and subsequently determined the vehicle did not meet the specifications or standards of the Riverside County Fire Department. The Riverside County Fire Department determined that due to the truck not meeting the county's specifications the County would not move forward with future fleet purchases with Rosenbauer and instead returned to Spartan for a quote and to proceed with ordering. Spartan has quoted the cost of \$2,259,521.81 for the county specified apparatus; however, the Spartan model is 105' in length as opposed to the Rosenbauer at 100' in length.

In order to keep consistency, maintenance and standardized specifications across the county, CalFire recommends the City consider purchasing a ladder truck from Spartan. Additional funding would be needed for CIP Project No. PS-05 in the amount of \$690,000.

**Fiscal Impact:**

The total cost for purchasing the Spartan model is \$2,259,521.81 and staff recommends adding a 10% contingency of \$226,000.00. The City Council has already approved \$1,800,000.00 for the purchase of the truck, therefore, the additional cost would be \$459,521.81 plus \$226,000.00 contingency.

The current draft budget for FY2023-2024 has the estimated cost for half a year of Fire Station 106 costs with personnel staffing for an engine. The County has verbally agreed to pay for the additional three positions needed to staff the ladder truck.

**Recommended Action:**

Discuss the updated information and provide City staff with direction. Should City Council decide to allocate funds to increase CIP Project No. PS-05, the item would need to be brought back as a public hearing on May 16, 2023, to amend the current capital improvement plan.

**Attachments:**

- A. Letter to Chief Weiser dated November 16, 2022



## Staff Report

**TO:** City Council  
**FROM:** Christina Taylor, Deputy City Manager  
**DATE:** May 2, 2023  
**SUBJECT:** Discussion on Proposed Assembly Bills – AB1000 (Reyes) and AB1748 (Ramos)

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**Description** CalCities has reached out to cities in San Bernardino and Riverside Counties to gather input from cities on the proposed Assembly Bills AB1000 and AB1748.

### **Background and Analysis:**

CalCities monitors legislation and advocates for cities in the State of California. There are two proposed Assembly Bills which have the potential to impact cities within San Bernardino and Riverside Counties. The bill analysis are below:

**AB1000** *Qualifying logistics use projects: This bill would prohibit a local agency from approving the development or expansion of any qualifying logistics use, as defined, within 1,000 feet of sensitive receptors with few exceptions. The bill would authorize a local agency to approve the development or expansion of a qualifying logistics use greater than 750 feet from a sensitive receptor and within 1,000 feet of a sensitive receptor only if the local agency takes certain actions, including, among other things, conducting a cumulative analysis of the air quality impacts of the warehouse development project, as specified. The bill would require a local agency, upon receipt of an application for a warehouse development project, to take certain actions, including posting information on its internet website that is easily accessible and easily understandable by the public, as specified.*

*The bill would require the lead agency to conduct at least one scoping meeting at a location within one mile of the project site, except as provided. At the scoping meeting, the bill would require the lead agency to provide a description of the project and any information known about the project's potential environmental impacts and take public comments regarding potential environmental impacts of the project, as specified. In a meeting in which a warehouse development project is being considered, the bill would require the lead agency, upon request, to provide translation services in a requested threshold language.*

*The bill would authorize an individual affected by a violation of these provisions or the Attorney General to bring an action to enjoin a violation of the provisions of this bill.*

The bill provides definitions and further specifies criteria for approval of a project as shown below:

*A local agency may approve the development or expansion of a qualifying logistics use that is greater than 750 feet from and within 1,000 feet of a sensitive receptor only if the local agency does all of the following:*

*(1) Conducts a cumulative analysis of the air quality impacts of the warehouse development project, thoroughly considering the project's incremental impact in combination with past, present, and reasonably foreseeable future projects, even if the project's individual impacts alone do not exceed the applicable significance thresholds. When developing the analysis, the local agency shall identify actions to address cumulative warehouse impacts, including emissions and health risk analyses, as well as develop mitigation plans that include quantifiable reductions in pollution and incorporate cumulative impacts.*

*(2) Requires all heavy-duty vehicles domiciled onsite to be model year 2014 or later from the start of operations and shall expedite a transition to zero emission vehicles, with the fleet fully zero emission by December 31, 2025, or when commercially available for the intended application, whichever date is later.*

*(A) For the purposes of this subdivision, a zero-emission vehicle shall ordinarily be considered commercially available if the vehicle is capable of serving the intended purpose and is included in the California Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP).*

*(B) The local agency shall be responsible for the final determination of commercial availability based on all the facts and circumstances at the time the determination is made. A local agency shall not determine that those vehicles are commercially unavailable unless the operator submits documentation from a minimum of three electric vehicle dealers identified on HVIP's internet website demonstrating the inability to obtain the required electric vehicles or equipment needed within six months.*

*(3) Requires owners, operators, or tenants of the qualifying facilities to utilize a clean fleet of light- and medium-duty vehicles as part of business operations. For any light- or medium-duty vehicle domiciled onsite, all of the following "clean fleet" requirements apply:*

*(A) Thirty-three percent of the fleet shall be zero-emission vehicles at start of operations.*

*(B) Sixty-five percent of the fleet shall be zero-emission vehicles by December 31, 2024.*

*(C) Eighty percent of the fleet will be zero-emission vehicles by December 31, 2026.*

*(D) One hundred percent of the fleet will be zero-emission vehicles by December 31, 2028.*

*(4) Requires all onsite equipment used at the warehouse to be zero emission with the necessary charging or fueling stations provided.*

*(5) Requires all off-road construction equipment used for the warehouse development project to be zero emission, where available, or hybrid electric-diesel and all diesel-fueled off-road construction equipment to be equipped with State Air Resources Board Tier 4 engines compliant with the standards set forth in Article 4 (commencing with Section 2420) of Chapter 9 of Division 3 of Title 13 of the California Code of Regulations as written on January 1, 2023.*

*(6) Requires zero-emission truck charging or fueling stations proportional to the number of dock doors at the project, running conduit to designated locations for future zero-emission truck charging stations.*

*(7) Requires constructing electric plugs for electric transport refrigeration units at every dock door and requires truck operators with transport refrigeration units to use the electric plugs when at loading docks. An owner of a facility is exempt from the requirements of this subdivision if the owner records a covenant on the title of the underlying property that ensures the property shall not be used to provide refrigerated warehouse space.*

*(8) Requires installation of solar photovoltaic systems and companion battery storage on the project site of a specified electrical generation capacity that is equal to or greater than the building's projected energy needs, including all electrical chargers and designing all project building roofs to accommodate the maximum future coverage of solar panels and installing the maximum solar power generation capacity feasible.*

*(9) Prohibits trucks onsite from idling for more than three minutes and requires operators to turn off an engine when not in use.*

*(10) Prohibits the idling of heavy construction equipment for more than five minutes.*

*Upon receipt of an application for a warehouse development project, a local agency shall do all of the following:*

*(a) Post information on its internet website that is easily accessible and easily understandable by the public regarding both of the following:*

*(1) The project, including a complete and accurate project description, maps, and drawings of the project design.*

*(2) The process by which interested members of the public can provide comments and input regarding the project.*

*(b) Mail or cause to be delivered a notice with a brief description of the warehouse development project and instructions to obtain information posted pursuant to subdivision (a) to both of the following:*

*(1) All owners and occupants of properties located within 1,000 feet of the project site.*

*(2) All schools located within two miles of the project site.*

*(c) Provide the information and notices required pursuant to this section in English and all threshold languages.*

*The lead agency shall conduct at least one scoping meeting at a location within one mile of the project site except as provided in subdivision (b).*

*(b) If the lead agency makes a good faith effort and is unable to secure a location for the scoping meeting within one mile of the project site, the lead agency may hold the meeting at another location that meets both of the following requirements:*

*(1) The meeting location is readily accessible to residents of disadvantaged communities located within one-half of one mile of the project site.*

*(2) If feasible, the meeting location is located within one-half of one mile of a transit stop.*

*(c) If the scoping meeting is held on a weekday, the scoping meeting shall be held between the hours of 5 p.m. and 8 p.m.*

*(d) At the scoping meeting, the lead agency shall do both of the following:*

*(1) Provide a description of the project and any information known about the project's potential environmental impacts.*

*(2) Take public comments regarding potential environmental impacts of the project, including any social and economic impacts related to a direct or indirect physical change caused by the project, project alternatives, and mitigation measures that would avoid or reduce any potentially significant environmental impacts.*

*(e) In a meeting in which a warehouse development project is being considered, the public agency, upon request, shall provide translation services in a requested threshold language.*

*An individual affected by a violation of this chapter or the Attorney General may bring an action to enjoin a violation of this chapter.*

**AB1748** *Qualifying logistics use projects: This bill would prohibit the County of Riverside, the County of San Bernardino, and any of the cities within those counties from approving the development or expansion of any qualifying logistics use, as defined, that is adjacent to sensitive receptors, as defined, unless the local agency imposes a minimum setback on the qualifying logistics use of 300 feet or follows an industrial guideline framework, as specified.*

The bill provides definitions and further specifies criteria for approval of a project as shown below:

*A local agency shall not approve the development or expansion of any qualifying logistics use that is adjacent to a sensitive receptor unless the local agency does either of the following:*

*(1) Imposes a minimum setback on the qualifying logistics use of 300 feet from the building's loading docks measured from the property line of any sensitive receptor to the nearest dock door using a direct straight-line method.*

*(2) Follows an industrial guideline framework, good neighbor policy, or sustainability ordinance adopted by the local agency, which, in its discretion, adequately balances siting qualifying logistics uses next to sensitive receptors.*

Staff has reviewed and analyzed both bills within the context of the City's legislative platform and the adopted Policy on Land Use and Sensitive Receptors (PLUS). Both proposed bills would constitute a state mandated program and would either all or in part act in opposition to local control.

**Fiscal Impact:**

The cost to prepare this staff report is approximately \$100.

**Recommended Action:**

Discuss and provide direction to staff.

**Attachments:**

- A. AB1000 Text
- B. AB1748 Text
- C. City of Beaumont PLUS



AMENDED IN ASSEMBLY MARCH 30, 2023

CALIFORNIA LEGISLATURE—2023–24 REGULAR SESSION

**ASSEMBLY BILL**

**No. 1000**

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**Introduced by Assembly Member Reyes**

February 15, 2023

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An act to ~~amend Section 65580 of~~ *add Chapter 2.8 (commencing with Section 65098) to Division 1 of Title 7 of the Government Code, relating to land use.*

LEGISLATIVE COUNSEL'S DIGEST

AB 1000, as amended, Reyes. ~~Land use: housing.~~ *Qualifying logistics use projects.*

*(1) Existing law, the Planning and Zoning Law, sets forth various requirements relating to the review of development project permit applications and the issuance of development permits for specified classes of development projects.*

*This bill would prohibit a local agency from approving the development or expansion of any qualifying logistics use, as defined, within 1,000 feet of sensitive receptors, as defined, except as provided. The bill would authorize a local agency to approve the development or expansion of a qualifying logistics use greater than 750 feet from a sensitive receptor and within 1,000 feet of a sensitive receptor only if the local agency takes certain actions, including, among other things, conducting a cumulative analysis of the air quality impacts of the warehouse development project, as specified. The bill would require a local agency, upon receipt of an application for a warehouse development project, to take certain actions, including posting information on its internet website that is easily accessible and easily understandable by the public, as specified.*

98

*The bill would require the lead agency to conduct at least one scoping meeting at a location within one mile of the project site, except as provided. At the scoping meeting, the bill would require the lead agency to provide a description of the project and any information known about the project’s potential environmental impacts and take public comments regarding potential environmental impacts of the project, as specified. In a meeting in which a warehouse development project is being considered, the bill would require the lead agency, upon request, to provide translation services in a requested threshold language.*

*By modifying and increasing the duties of local agencies with regard to qualifying logistics use projects, the bill would impose a state-mandated local program.*

*The bill would authorize an individual affected by a violation of these provisions or the Attorney General to bring an action to enjoin a violation of the provisions of this bill.*

*(2) The bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.*

*(3) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.*

*This bill would provide that no reimbursement is required by this act for a specified reason.*

~~Existing law declares the importance of, and general responsibility for, making housing available and affordable for all Californians.~~

~~This bill would make nonsubstantive changes to those provisions.~~

Vote: majority. Appropriation: no. Fiscal committee: ~~no~~-yes.  
State-mandated local program: ~~no~~-yes.

*The people of the State of California do enact as follows:*

1 *SECTION 1. Chapter 2.8 (commencing with Section 65098)*  
2 *is added to Division 1 of Title 7 of the Government Code, to read:*

3  
4 *CHAPTER 2.8. THE GOOD NEIGHBOR POLICY*

5  
6 *65098. This chapter shall be known, and may be cited, as “The*  
7 *Good Neighbor Policy.”*

8 *65098.1. For purposes of this chapter:*

1 (a) “Development or expansion of any qualifying logistics use”  
2 means any of the following:

3 (1) The development of any qualifying logistics use.

4 (2) The expansion of any existing qualifying logistics use.

5 (3) The expansion of any existing logistics use, where the  
6 logistics use after the expansion would be a qualifying logistics  
7 use.

8 (b) “Local agency” means a city, including a charter city,  
9 county, or a city and county.

10 (c) “Qualifying logistics use” means any logistics use with  
11 100,000 or more square feet of building space, including, but not  
12 limited to, warehouses.

13 (d) “Sensitive receptors” means one or more of the following:

14 (1) A residence, including, but not limited to, a private home,  
15 apartment, condominium unit, group home, dormitory unit,  
16 retirement home, or shelter.

17 (2) A school, including, but not limited to, a preschool,  
18 prekindergarten, or school maintaining kindergarten or any of  
19 grades 1 to 12, inclusive.

20 (3) A daycare facility, including, but not limited to, in-home  
21 daycare.

22 (4) A health care facility, including, but not limited to, any  
23 hospital, medical clinic, community clinic, medical center, nursing  
24 home, long-term care facility, hospice, convalescent facility, or  
25 similar live-in housing.

26 (5) A community center.

27 (6) An established community place of worship.

28 (7) An incarceration facility, including, but not limited to, a  
29 prison or jail.

30 (8) A public playground, public recreation field, or public  
31 recreation center.

32 65098.3. (a) A local agency shall not approve the development  
33 or expansion of any qualifying logistics use that is within 1,000  
34 feet of a sensitive receptor except as provided in subdivision (b).

35 (b) A local agency may approve the development or expansion  
36 of a qualifying logistics use that is greater than 750 feet from and  
37 within 1,000 feet of a sensitive receptor only if the local agency  
38 does all of the following:

39 (1) Conducts a cumulative analysis of the air quality impacts  
40 of the warehouse development project, thoroughly considering the

1 *project’s incremental impact in combination with past, present,*  
 2 *and reasonably foreseeable future projects, even if the project’s*  
 3 *individual impacts alone do not exceed the applicable significance*  
 4 *thresholds. When developing the analysis, the local agency shall*  
 5 *identify actions to address cumulative warehouse impacts,*  
 6 *including emissions and health risk analyses, as well as develop*  
 7 *mitigation plans that include quantifiable reductions in pollution*  
 8 *and incorporate cumulative impacts.*

9 (2) *Requires all heavy-duty vehicles domiciled onsite to be model*  
 10 *year 2014 or later from the start of operations and shall expedite*  
 11 *a transition to zero emission vehicles, with the fleet fully zero*  
 12 *emission by December 31, 2025, or when commercially available*  
 13 *for the intended application, whichever date is later.*

14 (A) *For the purposes of this subdivision, a zero-emission vehicle*  
 15 *shall ordinarily be considered commercially available if the vehicle*  
 16 *is capable of serving the intended purpose and is included in the*  
 17 *California Hybrid and Zero-Emission Truck and Bus Voucher*  
 18 *Incentive Project (HVIP).*

19 (B) *The local agency shall be responsible for the final*  
 20 *determination of commercial availability based on all the facts*  
 21 *and circumstances at the time the determination is made. A local*  
 22 *agency shall not determine that those vehicles are commercially*  
 23 *unavailable unless the operator submits documentation from a*  
 24 *minimum of three electric vehicle dealers identified on HVIP’s*  
 25 *internet website demonstrating the inability to obtain the required*  
 26 *electric vehicles or equipment needed within six months.*

27 (3) *Requires owners, operators, or tenants of the qualifying*  
 28 *facilities to utilize a clean fleet of light- and medium-duty vehicles*  
 29 *as part of business operations. For any light- or medium-duty*  
 30 *vehicle domiciled onsite, all of the following “clean fleet”*  
 31 *requirements apply:*

32 (A) *Thirty-three percent of the fleet shall be zero-emission*  
 33 *vehicles at start of operations.*

34 (B) *Sixty-five percent of the fleet shall be zero-emission vehicles*  
 35 *by December 31, 2024.*

36 (C) *Eighty percent of the fleet will be zero-emission vehicles by*  
 37 *December 31, 2026.*

38 (D) *One hundred percent of the fleet will be zero-emission*  
 39 *vehicles by December 31, 2028.*

1     (4) *Requires all onsite equipment used at the warehouse to be*  
2 *zero emission with the necessary charging or fueling stations*  
3 *provided.*

4     (5) *Requires all off-road construction equipment used for the*  
5 *warehouse development project to be zero emission, where*  
6 *available, or hybrid electric-diesel and all diesel-fueled off-road*  
7 *construction equipment to be equipped with State Air Resources*  
8 *Board Tier 4 engines compliant with the standards set forth in*  
9 *Article 4 (commencing with Section 2420) of Chapter 9 of Division*  
10 *3 of Title 13 of the California Code of Regulations as written on*  
11 *January 1, 2023.*

12     (6) *Requires zero-emission truck charging or fueling stations*  
13 *proportional to the number of dock doors at the project, running*  
14 *conduit to designated locations for future zero-emission truck*  
15 *charging stations.*

16     (7) *Requires constructing electric plugs for electric transport*  
17 *refrigeration units at every dock door and requires truck operators*  
18 *with transport refrigeration units to use the electric plugs when*  
19 *at loading docks. An owner of a facility is exempt from the*  
20 *requirements of this subdivision if the owner records a covenant*  
21 *on the title of the underlying property that ensures the property*  
22 *shall not be used to provide refrigerated warehouse space.*

23     (8) *Requires installation of solar photovoltaic systems and*  
24 *companion battery storage on the project site of a specified*  
25 *electrical generation capacity that is equal to or greater than the*  
26 *building's projected energy needs, including all electrical chargers*  
27 *and designing all project building roofs to accommodate the*  
28 *maximum future coverage of solar panels and installing the*  
29 *maximum solar power generation capacity feasible.*

30     (9) *Prohibits trucks onsite from idling for more than three*  
31 *minutes and requires operators to turn off an engine when not in*  
32 *use.*

33     (10) *Prohibits the idling of heavy construction equipment for*  
34 *more than five minutes.*

35     65098.5. *Upon receipt of an application for a warehouse*  
36 *development project, a local agency shall do all of the following:*

37     (a) *Post information on its internet website that is easily*  
38 *accessible and easily understandable by the public regarding both*  
39 *of the following:*

- 1     (1) *The project, including a complete and accurate project*
- 2     *description, maps, and drawings of the project design.*
- 3     (2) *The process by which interested members of the public can*
- 4     *provide comments and input regarding the project.*
- 5     (b) *Mail or cause to be delivered a notice with a brief*
- 6     *description of the warehouse development project and instructions*
- 7     *to obtain information posted pursuant to subdivision (a) to both*
- 8     *of the following:*
- 9         (1) *All owners and occupants of properties located within 1,000*
- 10        *feet of the project site.*
- 11        (2) *All schools located within two miles of the project site.*
- 12     (c) *Provide the information and notices required pursuant to*
- 13     *this section in English and all threshold languages.*
- 14     65098.7. (a) *The lead agency shall conduct at least one*
- 15     *scoping meeting at a location within one mile of the project site*
- 16     *except as provided in subdivision (b).*
- 17     (b) *If the lead agency makes a good faith effort and is unable*
- 18     *to secure a location for the scoping meeting within one mile of the*
- 19     *project site, the lead agency may hold the meeting at another*
- 20     *location that meets both of the following requirements:*
- 21         (1) *The meeting location is readily accessible to residents of*
- 22         *disadvantaged communities located within one-half of one mile of*
- 23         *the project site.*
- 24         (2) *If feasible, the meeting location is located within one-half*
- 25         *of one mile of a transit stop.*
- 26     (c) *If the scoping meeting is held on a weekday, the scoping*
- 27     *meeting shall be held between the hours of 5 p.m. and 8 p.m.*
- 28     (d) *At the scoping meeting, the lead agency shall do both of the*
- 29     *following:*
- 30         (1) *Provide a description of the project and any information*
- 31         *known about the project’s potential environmental impacts.*
- 32         (2) *Take public comments regarding potential environmental*
- 33         *impacts of the project, including any social and economic impacts*
- 34         *related to a direct or indirect physical change caused by the*
- 35         *project, project alternatives, and mitigation measures that would*
- 36         *avoid or reduce any potentially significant environmental impacts.*
- 37     (e) *In a meeting in which a warehouse development project is*
- 38     *being considered, the public agency, upon request, shall provide*
- 39     *translation services in a requested threshold language.*

1 65098.9. An individual affected by a violation of this chapter  
2 or the Attorney General may bring an action to enjoin a violation  
3 of this chapter.

4 SEC. 2. The Legislature finds and declares that Section 1 of  
5 this act adding Chapter 2.8 (commencing with Section 65098) to  
6 Division 1 of Title 7 of the Government Code addresses a matter  
7 of statewide concern rather than a municipal affair as that term  
8 is used in Section 5 of Article XI of the California Constitution.  
9 Therefore, Section 1 of this act applies to all cities, including  
10 charter cities.

11 SEC. 3. No reimbursement is required by this act pursuant to  
12 Section 6 of Article XIII B of the California Constitution because  
13 a local agency or school district has the authority to levy service  
14 charges, fees, or assessments sufficient to pay for the program or  
15 level of service mandated by this act, within the meaning of Section  
16 17556 of the Government Code.

17 SECTION 1. ~~Section 65580 of the Government Code is~~  
18 ~~amended to read:~~

19 ~~65580. The Legislature finds and declares as follows:~~

20 ~~(a) The availability of housing is of vital statewide importance~~  
21 ~~and the early attainment of decent housing and a suitable living~~  
22 ~~environment for every Californian, including farmworkers, is a~~  
23 ~~priority of the highest order.~~

24 ~~(b) The early attainment of this goal requires the cooperative~~  
25 ~~participation of government and the private sector in an effort to~~  
26 ~~expand housing opportunities and accommodate the housing needs~~  
27 ~~of Californians of all economic levels.~~

28 ~~(c) Providing housing that is affordable to low- and~~  
29 ~~moderate-income households requires the cooperation of all levels~~  
30 ~~of government.~~

31 ~~(d) Local and state governments have a responsibility to use the~~  
32 ~~powers vested in them to facilitate the improvement and~~  
33 ~~development of housing to make adequate provision for the housing~~  
34 ~~needs of all economic segments of the community.~~

35 ~~(e) The Legislature recognizes that, in carrying out this~~  
36 ~~responsibility, each local government also has the responsibility~~  
37 ~~to consider economic, environmental, and fiscal factors and~~  
38 ~~community goals set forth in the general plan and to cooperate~~  
39 ~~with other local governments and the state in addressing regional~~  
40 ~~housing needs.~~

1     ~~(f) Designating and maintaining a supply of land and adequate~~  
2     ~~sites suitable, feasible, and available for the development of~~  
3     ~~housing sufficient to meet the locality's housing need for all income~~  
4     ~~levels is essential to achieving the state's housing goals and the~~  
5     ~~purposes of this article.~~

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AMENDED IN ASSEMBLY MARCH 30, 2023

CALIFORNIA LEGISLATURE—2023–24 REGULAR SESSION

**ASSEMBLY BILL**

**No. 1748**

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**Introduced by Assembly Member Ramos**

February 17, 2023

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~~An act to amend Section 1 of the Government Code, relating to state government.~~ *An act to add Chapter 2.8 (commencing with Section 65098) to Division 1 of Title 7 of the Government Code, relating to local government.*

LEGISLATIVE COUNSEL'S DIGEST

AB 1748, as amended, Ramos. ~~Government Code.~~ *Qualifying logistics use projects.*

*Existing law, the Planning and Zoning Law, sets forth various requirements relating to the review of development project permit applications and the issuance of development permits for specified classes of development projects.*

*This bill would prohibit the County of Riverside, the County of San Bernardino, and any of the cities within those counties from approving the development or expansion of any qualifying logistics use, as defined, that is adjacent to sensitive receptors, as defined, unless the local agency imposes a minimum setback on the qualifying logistics use of 300 feet or follows an industrial guideline framework, as specified. By imposing new requirements on local agencies, the bill would impose a state-mandated local program.*

*The bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.*

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*This bill would make legislative findings and declarations as to the necessity of a special statute for the Counties of Riverside and San Bernardino and the cities located within those counties.*

*The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.*

*This bill would provide that no reimbursement is required by this act for a specified reason.*

~~Existing law establishes the Government Code and prescribes general provisions for purposes of its interpretation.~~

~~This bill would make a nonsubstantive change to the provision naming the Government Code.~~

Vote: majority. Appropriation: no. Fiscal committee: ~~no~~-yes. State-mandated local program: ~~no~~-yes.

*The people of the State of California do enact as follows:*

1     SECTION 1. Chapter 2.8 (commencing with Section 65098)  
2     is added to Division 1 of Title 7 of the Government Code, to read:

3  
4             CHAPTER 2.8. QUALIFYING LOGISTICS USE PROJECTS

5  
6     65098. (a) For purposes of this section:

7     (1) “Development or expansion of any qualifying logistics use”  
8     means any of the following:

9     (A) The development of any qualifying logistics use.

10    (B) The expansion of any existing qualifying logistics use.

11    (C) The expansion of any existing logistics use, where the  
12    logistics use after the expansion would be a qualifying logistics  
13    use.

14    (2) “Local agency” means any of the following:

15    (A) The County of Riverside.

16    (B) The County of San Bernardino.

17    (C) Any city located within the County of Riverside or the  
18    County of San Bernardino.

19    (3) “Qualifying logistics use” means any logistics use with  
20    400,000 or more square feet of building space, including, but not  
21    limited to, warehouses.

22    (4) “Sensitive receptors” means one or more of the following:

1 (A) A legally permitted residence, including, but not limited to,  
2 a private home, apartment, condominium unit, group home,  
3 dormitory unit, retirement home, or shelter.

4 (B) A school, including, but not limited to, preschool,  
5 prekindergarten, or school maintaining kindergarten or any of  
6 grades 1 to 12, inclusive.

7 (C) A licensed daycare facility.

8 (D) A health care facility, including, but not limited to, any  
9 hospital, medical clinic, community clinic, medical center, nursing  
10 home, long-term care facility, hospices, convalescent facility, or  
11 similar live-in housing.

12 (E) A community center.

13 (F) An established community place of worship.

14 (G) A public playground, public recreation field, or public  
15 recreation center.

16 (b) A local agency shall not approve the development or  
17 expansion of any qualifying logistics use that is adjacent to a  
18 sensitive receptor unless the local agency does either of the  
19 following:

20 (1) Imposes a minimum setback on the qualifying logistics use  
21 of 300 feet from the building's loading docks measured from the  
22 property line of any sensitive receptor to the nearest dock door  
23 using a direct straight-line method.

24 (2) Follows an industrial guideline framework, good neighbor  
25 policy, or sustainability ordinance adopted by the local agency,  
26 which, in its discretion, adequately balances siting qualifying  
27 logistics uses next to sensitive receptors.

28 SEC. 2. The Legislature finds and declares that Section 1 of  
29 this act adding Chapter 2.8 (commencing with Section 65098) to  
30 Division 1 of Title 7 of the Government Code addresses a matter  
31 of statewide concern rather than a municipal affair as that term  
32 is used in Section 5 of Article XI of the California Constitution.  
33 Therefore, Section 1 of this act applies to all cities within the  
34 Counties of Riverside and San Bernardino, including charter cities.

35 SEC. 3. The Legislature finds and declares that a special statute  
36 is necessary and that a general statute cannot be made applicable  
37 within the meaning of Section 16 of Article IV of the California  
38 Constitution because of the significant need to protect homes,  
39 schools, daycare facilities, and other sensitive receptors in the  
40 Counties of Riverside and San Bernardino, and in the cities located

1 *within those counties, from the potential harm created by large*  
2 *warehouses and other logistics uses.*

3 *SEC. 4. No reimbursement is required by this act pursuant to*  
4 *Section 6 of Article XIII B of the California Constitution because*  
5 *a local agency or school district has the authority to levy service*  
6 *charges, fees, or assessments sufficient to pay for the program or*  
7 *level of service mandated by this act, within the meaning of Section*  
8 *17556 of the Government Code.*

9 ~~SECTION 1. Section 1 of the Government Code is amended~~  
10 ~~to read:~~

11 ~~1. This act shall be known and may be cited as the Government~~  
12 ~~Code.~~

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## Policy on Land Use and Sensitive Receptors



### Purpose

For the past decade, the City of Beaumont was one of the fastest growing cities in the region. The City's proximity to Los Angeles, Orange and San Diego counties, the availability of affordable land and high quality of life have all contributed to making Beaumont an attractive place to live and work. The continuing rate of growth in Beaumont and in the larger region exceeds the capacity of the City's financial resources to meet the needs for transportation infrastructure. Warehousing, logistics, e-commerce and distribution are established sectors of the Inland Empire economy and are increasing in the City of Beaumont. These uses contribute to local job growth and continue to expand based on trends in e-commerce. Due to the City's location, providing direct access to I-10, SR-60 and SR79, it is anticipated that strong demand for growth in the logistics industry will continue.

The City recognizes construction and operations of logistics, warehouses and other similar types of projects in close proximity to sensitive land uses or sensitive receptors, negatively affects quality of life. ***Sensitive receptors generally include residences, schools, parks, playgrounds, community centers, assisted living, day care centers, nursing homes, hospitals, and similar uses.*** The City of Beaumont has all of these types of sensitive receptors and additionally has several active-55+ communities.


This policy is intended to provide a guide through which logistics, warehouses and similar projects can be planned in a way that lessens their impact on the community and the environment. This policy will aid in minimizing potential impacts to sensitive receptors by acknowledging the City's existing General Plan and zoning which provides location and standards for development of these types of projects and California Environmental Quality Act (CEQA) project analysis. This policy does not exempt a project from preparation of the appropriate environmental review and application of any necessary measures that may arise as a result. This policy provides criteria which shall be implemented to supplement project-level mitigation measures, to further reduce impacts related to logistics, warehousing and any project of similar size or type of development.

The application of this policy is intended to be included in the evaluation of and conditions of approval for individual development projects. This will provide standards for which applicants and the public can look to and will provide an opportunity for City staff to monitor individual conditions of approval. The policies are organized into specific categories, to address potential quality of life issues from initial design to construction and operations.

### Applicability

The policy guidelines apply to new projects submitted after the policy approval date and will be implemented during the development review process.

This policy applies to logistics, warehouse and similar projects that include any building larger than 100,000 square feet in size or type. It is intended to provide a general guidance that will be appropriate for most industrial or logistics, warehouse or similar projects. Project-level review under CEQA applies to any project,




regardless of square footage and may include any technical reports including, but not limited to noise, greenhouse gas, air quality, and traffic. The Planning Department shall use this policy to review projects and in instances where a project does not conform to the policy shall document findings to be considered by the Planning Commission and City Council.

### **Analysis**

1. An “Air Quality” study shall be prepared in accordance with CEQA and the South Coast Air Quality Management District (SCAQMD) guidelines which includes both project specific and cumulative impact analysis.
2. A “Health Risk Assessment” shall be prepared in accordance with CEQA and the South Coast Air Quality Management District (SCAQMD) guidelines when a proposed project meeting the criteria of this policy is located within 1,000 feet of a sensitive receptor.
3. A “Noise Impact Analysis” shall be prepared in accordance with CEQA guidelines to assess potential impacts to the neighboring properties and surrounding community.
4. A “Construction Traffic Control Plan” shall be prepared, reviewed and approved prior to issuance of a grading permit, which details the locations of equipment staging areas, material stockpiles, proposed road closures, and hours of construction operations.
5. A “Traffic Study” or “Traffic Impact Analysis” shall be prepared in accordance with CEQA, analyzing both Vehicle Miles Traveled (VMT) and Level of Service (LOS) C as allowed by the City’s General Plan. The study shall identify improvements and fair share costs for the project.
6. A stacking or queuing study shall be provided as part of the project review. The study shall identify the necessary on-site queuing area so vehicle and truck traffic waiting to access the site shall not extend into the public right-of-way.
7. A “Water Supply Assessment” shall be prepared as part of the environmental review process.
8. A “Sewer Study” shall be prepared as part of the project review process.
9. An “Economic Impact Study” shall be prepared as part of the project review process. At a minimum, the study shall provide a cost for service analysis, estimate of revenue generated, anticipated property tax revenue and any other information necessary to provide a comprehensive evaluation of the fiscal impacts to the City.
10. An “Energy Efficiency Plan” shall be prepared as part of the project review process which shows how the project will encourage efficiency above and beyond Title 24 requirements.

### **Construction Phase**

1. During construction of the project, all copy of current California registration for each piece of construction equipment accessing the site shall be provided to the City. If equipment is not registered in



California proof of CARB-Compliant engines or newer as identified by the most current CARB engine standards shall be provided.

2. Construction contractors shall locate or park all stationary construction equipment away from sensitive receptors nearest the project site.
3. The surrounding streets shall be swept on a daily basis to remove any construction related debris and dirt.
4. Dust control measures meeting SCAQMD standards shall be implemented for all land disturbance and construction activity.
5. All Water Quality requirements and best practices shall be adhered to throughout the construction phase.
6. Construction contractors shall prohibit truck drivers from idling more than five (5) minutes and require operators to turn off engines when not in use, in compliance with the California Air Resources Board regulations.
7. During construction, a City representative shall conduct an on-site inspection with a project representative to verify compliance with these policies, and to identify other opportunities to reduce construction impacts.

#### **Siting and Design**

1. Truck bays and loading docks shall be a minimum of 1,000 feet, from the property line of the sensitive receptor to the nearest dock door using a direct straight-line method. This distance may be reduced if the site design includes berms or other similar features to appropriately shield and buffer the sensitive receptors from the active truck operations areas. Dock doors shall not be visible from surrounding residential properties or the public right-of-way. Other setbacks appropriate to the site's zoning classification shall be incorporated in the design.
2. Projects shall be designed to provide adequate on-site parking for commercial trucks and passenger vehicles and on-site queuing for trucks not visible from sensitive receptors. Commercial trucks shall not be parked in the public right-of-way or nearby residential areas. Queuing shall not extend into the public right-of-way.
3. Truck driveways shall be placed on streets that do not front sensitive receptors.
4. Sites shall clearly mark entry and exit points for trucks and service vehicles.
5. Facility operators shall establish specific truck routes between the facility and regular destinations, identifying the most direct routes to the nearest highway/freeway and prohibit traveling near sensitive receptors or through residential neighborhoods. The truck route should be submitted as part of the entitlement package.

6. Separate entry and exit points for trucks and passenger vehicles shall be provided to minimize vehicle/truck conflict.
7. Sites shall be densely screened with landscaping along all bordering streets and adjacent sensitive receptors, with trees spaced no further apart than 25 feet on center. Trees utilized in landscape screening shall be a minimum of 36-inch box. A permanent maintenance mechanism shall be approved as part of the entitlement process to assure that the landscaping remains in place and functional in accordance with the approved landscaping plan.
8. A “wing-wall” shall be installed perpendicular to the loading dock areas to further reduce truck or operational noise and to serve as an aesthetic screening feature for the loading area when adjacent to sensitive receptors.
9. All project lighting shall comply with the City’s “Dark Sky Ordinance”, Beaumont Municipal Code Chapter 8.50 Outdoor Lighting. Lighting shall be shielded and directed down to the interior of the site and not spill over onto adjacent properties.
10. Project facilities shall install electrical panels and conduit to facilitate future electrical connections, to eliminate idling of main and auxiliary engines during the loading and unloading process. At all cold storage facilities electrical connections shall be provided to each dock.
11. Facility construction and operational noise shall comply with Beaumont Municipal Code Chapter 9.02 Noise Control.
12. Sites shall be designed to significantly minimize aesthetic impact and structures shall have a neutral palette, blending in with the surrounding environment.
13. Any mechanical or structural equipment or components located on the exterior of the building shall be screened from view and enclosed to protect the equipment and deter vandalism.

#### **Operation**

1. Facility operators shall prohibit truck drivers from idling more than five (5) minutes and require operators to turn off engines when not in use, in compliance with the California Air Resources Board regulations.
2. Facility operators shall coordinate with CARB and SCAQMD to obtain the latest information about regional air quality concentrations, health risks, and trucking regulations.
3. On-site equipment shall be compliant with CARB and SCAQMD regulations.
4. Facility operators shall require all drivers to park and perform any maintenance of trucks in designated on-site areas and not within the surrounding community or on public streets.
5. Facility operators for sites that exceed 250 employees shall establish a rideshare program, in accordance with AQMD rule 2202, with the intent of discouraging single-occupancy vehicle trips and promote alternate modes of transportation, such as carpooling and transit where feasible.

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6. A minimum of 5% or as required by the Cal Green Code, whichever is greater of employee parking spaces shall be designated and infrastructure installed and operational for electric or other alternative fueled vehicles.
7. Externally announcing public address (PA) system are prohibited with the exception of emergency notifications.
8. Facility operational noise shall comply with Beaumont Municipal Code Chapter 9.02 Noise Control. Any ongoing operational noise shall be evaluated through the CEQA process.

#### **Wayfinding**

1. Wayfinding signs shall be posted in the appropriate locations that trucks should not idle for more than five (5) minutes and that truck drivers should turn off their engines when not in use.
2. Wayfinding signage shall be posted in the appropriate locations that clearly show the designated entry and exit points for trucks, service vehicles and passenger vehicles.
3. Signs stating parking and maintenance of all trucks is to be conducted within designated areas and not within the surrounding community or on public streets shall be posted in the appropriate locations.
4. Signs should be posted in the appropriate locations and handouts should be provided that show the locations of nearest food options, fueling, truck maintenance services, and other similar convenience services, if these services are not available onsite. The facility operator shall also email this information to drivers expected to visit the site, 24 hours in advance of their arrival.
5. Each facility shall designate a point of contact responsible for implementing the measures described herein and/or in the project conditions of approval and mitigation measures. Contact information should be provided to the City and updated annually, and signs should be posted in visible locations providing the contact information for the point of contact to the surrounding community. These signs shall also identify the website and contact information for the South Coast Air Quality Management District.
6. Signage shall comply with the City's Sign Ordinance, Beaumont Municipal Code Chapter 17.07 Signage, which may be amended from time to time.

#### **Community Benefit**

1. Applicants for proposed projects meeting the criteria for this policy shall engage in meaningful and transparent community outreach to engage the existing community in determining issues of concern. The applicant shall make a quantifiable effort to address concerns through site design and other means during the project entitlement process. Suggested outreach efforts include but are not limited to, hosting community meetings, making presentations at Homeowner's Association meetings, and Planning Commission workshops.
2. Warehouse/distribution, logistics, e-commerce and other similar types of industrial development typically produce some community impacts related to the construction and operation of these facilities. The



applicant for any new project will be required to participate in the Land Use Management Mitigation Fee, which would be utilized to address applied to further off-set potential air quality impacts to the community and provide a community benefit above and beyond any CEQA related mitigation measures. The fee would be based on a nexus study and subject to the requirements of California Government Code sections 66000-66025 (the “Mitigation Fee Act”), and Assembly Bill (AB) 1600. The fee will be collected on a one-time basis. Funds collected through the fee program will be subject to designation for use by the City Council and will generally be used for projects that directly benefit the impacted community wherein the project is located