



**CITY COUNCIL CLOSED & REGULAR SESSION
AGENDA**

**Beaumont Financing Authority
Beaumont Successor Agency (formerly RDA)
Beaumont Utility Authority
Beaumont Parking Authority
Beaumont Public Improvement Authority
Community Facilities Districts: 93-1, 2016-1, 2016-2, 2016-3, 2016-4 and 2019-1**

Tuesday, November 7, 2023

Closed Session: 5:00 PM 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

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 with "Public Comment" in the subject line.
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.

CLOSED SESSION

A. CALL TO ORDER

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

B. PUBLIC COMMENTS REGARDING CLOSED SESSION

B.1 Conference with Legal Counsel Regarding Pending Litigation Pursuant to Government Code Section 54956.9(d)(1)

One Case: Beaumont v PB 240, LLC; DTOUR Production, Inc.; Shanna Bottoni-Olive; Jamari Olive (Case No: CVRI 2305764)

B.2 Conference with Legal Counsel Regarding Anticipated/Existing Litigation Pursuant to Government Code Section 24956.9(d)(1) and/or (2) and/or (3)

Worker's Compensation Case Nos. 4A22119G8GN-0001, 4A2207TFW77-0001, and 4A22020WX87-0001.

B.3 Conference with Labor Negotiators - Pursuant to Code Section 54957.6

City Designated Representatives City Manager Elizabeth Gibbs and Administrative Services Director Kari Mendoza. Employee

Organizations:

Police Managers

SEIU

Police Officers Association

Managers/Professional/Technical

C. ADJOURNMENT TO CLOSED SESSION

REGULAR SESSION

D. CALL TO ORDER

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

Report out from Closed Session

Action on any Closed Session Items

Action of any Requests for Excused Absence

Pledge of Allegiance

Invocation

Adjustments to the Agenda

Conflict of Interest Disclosure

E. ANNOUNCEMENTS / RECOGNITION / PROCLAMATIONS / CORRESPONDENCE

E.1 Waste Management Recycling All Star Awards

F. 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.

G. 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.

- G.1 Ratification of Warrants** 8
Recommended Action:
Ratify Warrants dated:

October 5, 2023
October 12, 2023
- G.2 Approval of Minutes** 46
Recommended Action:
Approve Minutes dated October 17, 2023.
- G.3 Second Reading of a Proposed Ordinance Prohibiting the Unlawful Possession of a Catalytic Converter** 57
Second reading of the request to implement an ordinance to prohibit the unlawful possession of a catalytic converter.

Recommended Action:
Waive the full second reading and adopt by title only, “An Ordinance of the City Council of the City of Beaumont, California, Adding Section 9.42 – Unlawful Possession of Catalytic Converters of the Beaumont Municipal Code Establishing Regulation Prohibiting the Unlawful Possession of Catalytic Converters in the City.
- G.4 Second Reading of Proposed Amendments to Beaumont Municipal Code Chapter 17.07 Signs and Chapter 8.50 Outdoor Lighting** 63
Modification to Beaumont Municipal Code Chapter 17.07 Signs for compliance with recent case law pertaining to non-commercial signage and other proposed changes. Modification to Chapter 8.50 Outdoor Lighting for consistency with the Sign Code.

Recommended Action:
Waive the second full reading and adopt by title only an ordinance of the City Council of the City of Beaumont California Amending Chapter 17.07 Signs of the Beaumont Municipal Code; and

Waive the second full reading and adopt by title only an ordinance of the City Council of the City of Beaumont California Amending Chapter 8.50 Outdoor Lighting of the Beaumont Municipal Code.
- G.5 FY2023-2024 1st Quarter Cash and Investment Report** 156
Receive and file the FY2023-2024 1st Quarter Cash and Investment Report.

Recommended Action:
Receive and file report.

G.6	Improvement Agreement and Security Improvement agreement and security for sewer improvements for 84 Lumber Storage Yard (Plot Plan 2022-0459).	210
	Recommended Action: Accept Security Agreement and Performance and Payment Bonds for (Project / Bond number / Improvement):	
	<ul style="list-style-type: none"> • PP2022-0458/ 107921714 / Sewer 	
G.7	Performance Bond Exoneration Performance bond exoneration for survey monuments associated with Parcel Map No. 37938.	245
	Recommended Action: Authorize City staff to issue a Bond Exoneration Letter for Performance and Payment Bonds and Accept Maintenance Bonds for (Project / Bond Number / Improvement):	
	<ul style="list-style-type: none"> • Parcel Map No. 37938/ LICX1209830 / Survey monuments 	
G.8	Consideration of a Resolution Waiving the Major Special Event Application Deposit for the Sundance Community Association Halloween Event Strategic Plan Target #5 – Quality of Life/Well-Being, Priority Level 2, Goal #5 Increase community events, arts and culture.	291
	Recommended Action: Waive the full reading and adopt by title only “A Resolution of the City Council of the City of Beaumont California Authorizing the Waiver of the Major Special Event Permit Application deposit for the Sundance Community Association Halloween Event.”	
G.9	Adoption of Parks and Recreation Committee Policies and Procedures Adoption of policies and procedures for the creation of a Parks and Recreation Committee.	299
	Recommended Action: Adopt the Parks and Recreation Committee Policies and Procedures as presented.	
G.10	Report out on CalCities Annual Conference 2023 Report of activities from attendance at the CalCities Annual Conference in Sacramento, September 20-22, 2023.	302
	Recommended Action: Receive and File.	
G.11	Notice of Completion for Citywide Traffic Signal Upgrade (Beaumont Avenue and Sixth Street) – Capital Improvement Program (CIP) R-02 Notice of Completion (NOC) for Citywide Traffic Signal Upgrade CIP R-02, located at the intersection of Beaumont Avenue and Sixth Street (Project).	304

Recommended Action:

Authorize the Mayor to execute a Notice of Completion for the Citywide Traffic Signal Upgrade Project (CIP R-02).

H. YOUTH COUNCIL REPORT

Beaumont Youth Council Report Out and City Council Direction

I. PUBLIC HEARINGS

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

- I.1 **Public Hearing for Plot Plan PP2022-0427, Tentative Parcel Map No. 38233 (TPM2022-0010) and Environmental ENV2022-0021 known as “Xenia Apartments” Located Near the Southeast Corner of Eighth St. and Xenia Ave.** 308

A request to construct 16, two-story apartment buildings, totaling 192 multi-family residential dwelling units and one (1) single story community building, on approximately 10.93 acres located on 10.93 acres of Downtown Residential Multiple Family (DMF) zoned properties located south of Eighth Street on the east side of Xenia Avenue. (APNs: 419-160-005, -024, 419-170-016, -017, -018, -022 and -027).

Recommended Action:

Hold a public hearing and,

Adopt a Mitigated Negative Declaration for ENV2022-0021, Approve Plot Plan PP2022-0427 and approve Tentative Parcel Map No. 38233 (PM2022-0010) for a two-year period, subject to the attached conditions of approval.

- I.2 **Public Hearing to Amend Sections 2.08.100 and 2.08.150 of the Beaumont Municipal Code Pertaining to Compensation of the City Council, City Treasurer and City Clerk Following the Adoption of Senate Bill 329** 509

Staff was directed by City Council on October 3, 2023, to prepare a draft ordinance amending the salaries of members of the City Council, the City Treasurer and the City Clerk aligning with Senate Bill 329 and applicable law.

Recommended Action:

Hold a Public Hearing, and

Waive the full first reading and approve by title only, “An Ordinance of the City Council of the City of Beaumont, California, Amending Title 2, Chapter 2.08, Section 2.08.100 – ‘City Council—Salaries’ and Section 2.08.150 – ‘City Treasurer and City Clerk—Salaries’ of the Beaumont Municipal Code”.

J. ACTION ITEMS

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

- J.1 **Appointment to the Vacant Seats of the Beaumont Planning Commission Consideration of applicants to the partial-term vacancies on the Planning Commission.** 529

	Recommended Action: Conduct interviews and nomination process for selection of two Planning Commissioners with the partial term through December 2024.	
J.2	Discussion and Direction on Proposed Amendments to Beaumont Municipal Code Chapter 13.21 Mobile Home Park Rent Stabilization Periodic review and recommended changes to Beaumont Municipal Code Chapter 13.21 Mobile Home Park Rent Stabilization for the purposes of streamlining processes and consistency with state law.	561
	Recommended Action: Hold discussion and provide direction to staff on amending Chapter 13.21 Mobile Home Rent Stabilization”.	
J.3	Discussion on Special Event Permit Application Fee Waiver Policy Adopt an objective process for evaluating fee waiver requests for Special Event Permit Application deposits. Strategic Plan Target #5 – Quality of Life/Well-Being, Priority Level 2, Goal #5 <i>Increase community events, arts and culture.</i>	588
	Recommended Action: Hold discussion and provide direction to staff on the proposed Policy; or Hold discussion and adopt the Special Event Permit Application Fee Waiver Policy.	
J.4	Fiscal Year 2024 1st Quarter Budget Update and Financial Status Report Receive a report on the status of the City’s budget and financial status as of September 30, 2023.	596
	Recommended Action: Receive and file report.	
J.5	FY2023-2024 1st Quarter Budget Amendments Review the FY2023-2024 recommended 1 st quarter budget amendments.	604
	Recommended Action: Approve the recommended budget amendments.	
J.6	FY2023-2024 1st Quarter Strategic Plan Update Update on the progress of the adopted strategic plan.	607
	Recommended Action: Receive and file.	
J.7	Authorize an Employment Contract with City Engineer/Public Works Director Staff is requesting Council review and authorize the City Manager to sign the employment agreement with Robert Vestal appointing him to the position of City Engineer/Public Works Director.	630
	Recommended Action: Approve the employment agreement for the City Engineer/Public Works Director and authorize the City Manager to sign the agreement.	

J.8 Authorize Changes to Position Allocation 647
Staff requests authorization for the position elimination of the Assistant Director of Public Works and the addition of a Senior Engineer.

Recommended Action:

Approve the position elimination of one Assistant Director of Public Works.

Approve the addition of one Senior Engineer.

Approved the amended Compensation Plan.

J.9 Upcoming Holidays and City Council Meeting Schedule 657
Discussion for a quorum check with upcoming holidays.

Recommended Action:

Discussion and direction if any meetings need to be rescheduled or cancelled.

K. LEGISLATIVE UPDATES AND DISCUSSION

L. ECONOMIC DEVELOPMENT UPDATE

Economic Development Committee Report Out and City Council Direction

M. CITY TREASURER REPORT

Finance and Audit Committee Report Out and City Council Direction

N. CITY CLERK REPORT

N.1 Upcoming Vacancies on City Commissions and Committees 658
Formal notice of upcoming vacancies and application process.

Recommended Action:

Receive and file.

O. CITY ATTORNEY REPORT

P. CITY MANAGER REPORT

Q. FUTURE AGENDA ITEMS

- Assessment for the need for additional community center(s) (Future)
- Annexation Agreement with the County (November)

R. COUNCIL REPORTS

White

Voigt

Lara

Fenn

Martinez

S. 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 November 21, 2023, at 6:00 p.m. unless otherwise posted.



WARRANTS TO BE RATIFIED

Thursday, October 5, 2023

Wells Fargo

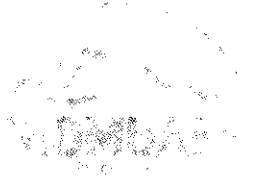
Printed Checks	111868-111874	\$	8,636.82	FY 23/24
NvoicePay	APA005950-APA006013	\$	518,086.35	FY 23/24
	Bank Drafts	\$	(177.57)	Returned/ Stale Checks
	A/P Total	\$	<u>526,723.17</u>	
Bank Drafts	AuthNet Gateway Billing	\$	53.30	Credit Card Processing Fees
	Global Payment	\$	11,821.23	Credit Card Processing Fees
		\$	9,253.94	
	The Guardian	\$	30,890.90	Employee Life Insurance

WARRANT LIST HAS BEEN COMPILED AND PREPARED TO MEET
 THE REQUIREMENTS FOR THE FISCAL YEAR JULY 1, 2023 - JUNE 30, 2024

SIGNATURE: _____
 TITLE: CITY TREASURER

SIGNATURE: _____
 TITLE: FINANCE DIRECTOR

2018-2019
2019-2020



2019-2020

2019-2020
2020-2021
2021-2022



City of Beaumont, CA

Check Report

By Check Number

Date Range: 09/29/2023 - 10/05/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1596	GRETCHEN NYMAN	10/03/2023	Regular	0.00	259.00	111868
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>10/4/23-10/7/23</u>	Invoice	10/03/2023	PER DIEM FOR TRAINING	0.00	259.00	
	<u>100-2050-7066-0000</u>		TRAVEL, EDUCATION, TRA		259.00	
			PER DEIM FOR TRAINING			
1147	BEAUMONT CHERRY VALLEY WATER DIST.	10/05/2023	Regular	0.00	220.00	111869
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>005038-177 9/20</u>	Invoice	10/05/2023	WATER UTILITY	0.00	110.00	
	<u>100-3250-7010-0000</u>		UTILITIES		110.00	
			WATER UTILITY			
<u>046156-001 9/20</u>	Invoice	10/05/2023	WATER UTILITY	0.00	110.00	
	<u>700-4050-7010-0000</u>		UTILITIES		110.00	
			WATER UTILITY			
3800	BEAUMONT LIONS CLUB	10/05/2023	Regular	0.00	104.00	111870
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>INV00001 CHK 2</u>	Invoice	10/05/2023	DEPT SUPPLIES	0.00	104.00	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES		104.00	
			DEPT SUPPLIES			
4595	CAROLE KENDRICK	10/05/2023	Regular	0.00	310.50	111871
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>10/15/23- 10/22/</u>	Invoice	10/05/2023	PER DIEM- CaLED INTRO TO ED CERT	0.00	310.50	
	<u>100-1350-7066-0000</u>		TRAVEL, EDUCATION, TRA		310.50	
			PER DIEM- CaLED INTRO TO ED C			
2902	DANIEL DIAZ	10/05/2023	Regular	0.00	379.50	111872
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>10/15/23-10/20/</u>	Invoice	10/05/2023	PER DIEM- CaLED INTRO TO ED CERT	0.00	379.50	
	<u>100-1235-7066-0000</u>		TRAVEL, EDUCATION, TRA		379.50	
			PER DIEM- CaLED INTRO TO ED C			
4856	ROTARY CLUB OF BEAUMONT - CHERRY VALLEY	10/05/2023	Regular	0.00	675.00	111873
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>2022-140</u>	Invoice	10/05/2023	DUES/ SUBSCRIPTIONS- CORPORATE MEA	0.00	675.00	
	<u>100-1550-7030-0000</u>		DUES & SUBSCRIPTIONS		675.00	
			DUES/ SUBSCRIPTIONS- CORPO			
2311	SOUTHERN CALIFORNIA EDISON	10/05/2023	Regular	0.00	6,688.82	111874

Check Report

Date Range: 09/29/2023 - 10/05/2023

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		
<u>10/05/23</u>	Invoice	10/05/2023	ELECTRIC UTILITY	0.00	6,688.82	
	<u>100-3250-7010-0000</u>	UTILITIES	ELECTRIC UTILITY		3,319.15	
	<u>100-3250-7010-004X</u>	UTILITIES (IA 4)	ELECTRIC UTILITY		95.73	
	<u>100-3250-7010-007A</u>	UTILITIES (IA 7A)	ELECTRIC UTILITY		212.31	
	<u>100-3250-7010-007D</u>	UTILITIES (IA 7D)	ELECTRIC UTILITY		180.12	
	<u>100-3250-7010-008A</u>	UTILITIES (IA 8A)	ELECTRIC UTILITY		664.93	
	<u>100-3250-7010-008B</u>	UTILITIES (IA 8B)	ELECTRIC UTILITY		139.39	
	<u>100-3250-7010-008C</u>	UTILITIES (IA 8C)	ELECTRIC UTILITY		347.52	
	<u>100-3250-7010-008D</u>	UTILITIES (IA 8D)	ELECTRIC UTILITY		23.71	
	<u>100-3250-7010-010A</u>	UTILITIES (IA 10)	ELECTRIC UTILITY		62.41	
	<u>100-3250-7010-012A</u>	UTILITIES (IA 12)	ELECTRIC UTILITY		141.43	
	<u>100-3250-7010-014X</u>	UTILITIES (IA 14)	ELECTRIC UTILITY		68.95	
	<u>100-3250-7010-019A</u>	UTILITIES (IA 19A)	ELECTRIC UTILITY		304.01	
	<u>100-3250-7010-019C</u>	UTILITIES (IA 19C)	ELECTRIC UTILITY		314.38	
	<u>100-3250-7010-06A1</u>	UTILITIES (IA 6A1)	ELECTRIC UTILITY		578.33	
	<u>100-6050-7010-0000</u>	UTILITIES	ELECTRIC UTILITY		236.45	
1023	ADVANCED WORKPLACE STRATEGIES	10/05/2023	Virtual Payment	0.00	559.50	APA005950
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>591271</u>	Invoice	10/05/2023	EMPLOYEE MEDICAL SERVICE	0.00	559.50	
	<u>100-3250-6019-0000</u>	FIRST AID	EMPLOYEE MEDICAL SERVICE		101.00	
	<u>700-4051-6019-0000</u>	FIRST AID	EMPLOYEE MEDICAL SERVICE		104.50	
	<u>700-4051-6019-0000</u>	FIRST AID	EMPLOYEE MEDICAL SERVICE		138.00	
	<u>750-8300-6019-0000</u>	FIRST AID	EMPLOYEE MEDICAL SERVICE		111.50	
	<u>750-8300-6019-0000</u>	FIRST AID	EMPLOYEE MEDICAL SERVICE		104.50	
1050	AMAZON CAPITAL SERVICES	10/05/2023	Virtual Payment	0.00	2,447.42	APA005951
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>111F-VL1Y-C4MP</u>	Invoice	10/05/2023	COMPUTER SUPPLIES/ MAINT	0.00	1,594.70	
	<u>100-1230-7072-0000</u>	COMPUTER SUPPLIES/MA	COMPUTER SUPPLIES/ MAINT		1,594.70	
<u>13JD-L914-K1GL</u>	Invoice	10/05/2023	COMPUTER SUPPLIES/ MAINT	0.00	16.80	
	<u>100-1230-7072-0000</u>	COMPUTER SUPPLIES/MA	COMPUTER SUPPLIES/ MAINT		16.80	
<u>1933-WPJX-V399</u>	Invoice	10/05/2023	REC PROGRAMS	0.00	122.95	
	<u>100-1550-7040-0000</u>	RECREATION PROGRAMS	REC PROGRAMS		122.95	
<u>1JGK-F3QY-1CX3</u>	Invoice	10/05/2023	COMPUTER SUPPLIES/ MAINT	0.00	62.48	
	<u>100-1230-7072-0000</u>	COMPUTER SUPPLIES/MA	COMPUTER SUPPLIES/ MAINT		62.48	
<u>1L4D-LW7Y-JX3T</u>	Invoice	10/05/2023	OFFICE SUPPLIES	0.00	232.50	
	<u>100-1225-7025-0000</u>	OFFICE SUPPLIES	OFFICE SUPPLIES		232.50	
<u>1L7T-CN6C-WQT</u>	Credit Memo	10/05/2023	BUILDING SUPPLIES/ MAINT	0.00	-43.09	
	<u>100-6000-7085-6025</u>	BLDG MAINT - CITY HALL	BUILDING SUPPLIES/ MAINT		-43.09	
<u>1RNV-MMJT-61JJ</u>	Invoice	10/05/2023	COMPUTER SUPPLIES/ MAINT	0.00	269.36	
	<u>100-1230-7072-0000</u>	COMPUTER SUPPLIES/MA	COMPUTER SUPPLIES/ MAINT		269.36	
<u>1VTG-XPQ7-WCR</u>	Invoice	10/05/2023	COMPUTER SUPPLIE / MAINT	0.00	14.00	
	<u>100-1230-7072-0000</u>	COMPUTER SUPPLIES/MA	COMPUTER SUPPLIE / MAINT		14.00	
<u>1W77-JTHF-X7XV</u>	Invoice	10/05/2023	DEPT SUPPLIES	0.00	134.63	
	<u>100-1240-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		134.63	
<u>1XP7-CFJQ-76LK</u>	Invoice	10/05/2023	BUILDING SUPPLIES/ MAINT	0.00	43.09	
	<u>100-6000-7085-0000</u>	BUILDING SUPPLIES/MAI	BUILDING SUPPLIES/ MAINT		43.09	
1100	AUTOZONE	10/05/2023	Virtual Payment	0.00	319.43	APA005952

Check Report

Date Range: 09/29/2023 - 10/05/2023

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		
<u>2882631718</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	26.93	
	<u>750-8300-7037-0000</u>		VEHICLE MAINTENANCE		26.93	
<u>2882636549</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	14.40	
	<u>750-8100-7037-0000</u>		VEHICLE MAINTENANCE		14.40	
<u>2882638201</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	12.68	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		12.68	
<u>2882642651</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	118.41	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		118.41	
<u>2882649232</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	103.18	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		103.18	
<u>2882649368</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	14.77	
	<u>750-7600-7037-0000</u>		VEHICLE MAINTENANCE		14.77	
<u>2882651328</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	29.06	
	<u>750-8100-7037-0000</u>		VEHICLE MAINTENANCE		29.06	
1005	A-Z BUS SALES,INC.	10/05/2023	Virtual Payment	0.00	2,165.34	APA005953
<u>INVCOL15626</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	588.48	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		588.48	
<u>INVCOL15808</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	37.34	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		37.34	
<u>INVCOL16221</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	1,079.52	
	<u>750-7600-7037-0000</u>		VEHICLE MAINTENANCE		1,079.52	
<u>INVCOL16271</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	460.00	
	<u>750-7400-7053-0000</u>		PERMITS, FEES AND LICE		460.00	
4175	BRIGHTVIEW LANDSCAPE SERVICES, INC	10/05/2023	Virtual Payment	0.00	22,055.90	APA005954
<u>8601051</u>	Invoice	10/05/2023	Sports Park Field Lighting & Expansion Pro	0.00	13,299.40	
	<u>500-0000-8990-0000</u>		CAPITAL OUTLAY		13,299.40	
<u>8623890</u>	Invoice	10/05/2023	Sports Park Field Lighting & Expansion Pro	0.00	8,756.50	
	<u>500-0000-8990-0000</u>		CAPITAL OUTLAY		8,756.50	
4986	BUREAU VERITAS NORTH AMERICA, INC	10/05/2023	Virtual Payment	0.00	2,113.76	APA005955
<u>RI 23043586</u>	Invoice	10/05/2023	INSPECTIONS	0.00	2,113.76	
	<u>100-2150-7067-0000</u>		INSPECTIONS		2,113.76	
1242	CED	10/05/2023	Virtual Payment	0.00	127.90	APA005956
<u>0954-1021459</u>	Invoice	10/05/2023	DEPT SUPPLIES	0.00	127.90	
	<u>100-6050-7070-5999</u>		SPEC DEPT EXP - ALL PAR		127.90	
1296	CLARK'S TOWING	10/05/2023	Virtual Payment	0.00	150.00	APA005957
<u>S10057</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	150.00	
	<u>750-7100-7037-0000</u>		VEHICLE MAINTENANCE		150.00	
4382	CLEARGOV INC	10/05/2023	Virtual Payment	0.00	7,100.00	APA005958

Check Report

Date Range: 09/29/2023 - 10/05/2023

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		
<u>2023-13846</u>	Invoice	10/05/2023	ClearGov Clear Plans & Transparency FY 2	0.00	7,100.00	
	<u>100-1225-7071-0000</u>	SOFTWARE	Capital Budget; effec. 07/01/20	7,100.00		
1344	CREATIVE BUS SALES, INC	10/05/2023	Virtual Payment	0.00	222.81	APA005959
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>XA128013766 01</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	222.81	
	<u>750-8200-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	222.81		
1237	DANIEL WILLIAM DOPP	10/05/2023	Virtual Payment	0.00	1,405.00	APA005960
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>155</u>	Invoice	10/05/2023	CONTRACTUAL SERVICES	0.00	255.00	
	<u>100-2030-7068-0000</u>	CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	255.00		
<u>156</u>	Invoice	10/05/2023	CONTRACTUAL SERVICES	0.00	910.00	
	<u>100-2030-7068-0000</u>	CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	910.00		
<u>157</u>	Invoice	10/05/2023	CONTRACTUAL SERVICES	0.00	240.00	
	<u>100-2030-7068-0000</u>	CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	240.00		
1376	DAVID TURCH AND ASSOCIATES	10/05/2023	Virtual Payment	0.00	7,250.00	APA005961
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>SEPT 1-30</u>	Invoice	10/04/2023	FY 23/24 Federal Lobbying Services	0.00	7,250.00	
	<u>100-1200-7068-0000</u>	CONTRACTUAL SERVICES	FY 23/24 Federal Lobbying Servi	7,250.00		
1398	DEPARTMENT OF ENVIORNMENTAL HEALTH	10/05/2023	Virtual Payment	0.00	1,828.00	APA005962
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>IN0490417</u>	Invoice	10/05/2023	HEALTH PERMIT	0.00	1,828.00	
	<u>700-4050-7022-0000</u>	LICENSE, PERMITS, FEES	HEALTH PERMIT	1,828.00		
2937	DIAMOND ENVIRONMENTAL SERVICES LP	10/05/2023	Virtual Payment	0.00	754.84	APA005963
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>0004856515</u>	Invoice	10/05/2023	DEPT SUPPLIES	0.00	614.47	
	<u>100-6050-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	614.47		
<u>0004915269</u>	Invoice	10/05/2023	DEPT SUPPLIES	0.00	140.37	
	<u>100-6050-7070-5500</u>	SPEC DEPT EXP - STEWAR	DEPT SUPPLIES	140.37		
1424	DIRECTV	10/05/2023	Virtual Payment	0.00	456.96	APA005964
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>035168908X2309</u>	Invoice	10/05/2023	UTILITY	0.00	87.99	
	<u>100-6000-7010-6060</u>	UTILITIES - 713 W 4TH ST	UTILITY	87.99		
<u>035168915X2309</u>	Invoice	10/05/2023	UTILITY	0.00	87.99	
	<u>100-6000-7010-6065</u>	UTILITIES - 550 CALIF AVE	UTILITY	87.99		
<u>051553389X2309</u>	Invoice	10/05/2023	UTILITY	0.00	87.99	
	<u>100-6000-7010-6028</u>	UTILITIES - CITY HALL BLD	UTILITY	87.99		
<u>057318158X2309</u>	Invoice	10/05/2023	UTILITY	0.00	192.99	
	<u>100-6000-7010-6045</u>	UTILITIES - COMMUNITY	UTILITY	192.99		
4359	DOT PHYSICALS ON THE GO	10/05/2023	Virtual Payment	0.00	200.00	APA005965
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>011</u>	Invoice	10/05/2023	EMPLOYEE MEDICAL SERVICE	0.00	100.00	
	<u>750-7400-6019-0000</u>	FIRST AID	EMPLOYEE MEDICAL SERVICE	100.00		

Check Report

Date Range: 09/29/2023 - 10/05/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>012</u>	Invoice 750-7100-6019-0000	10/05/2023	EMPLOYEE MEDICAL SERVICE FIRST AID	0.00	100.00	
4647	DXP ENTERPRISES, INC	10/05/2023	Virtual Payment	0.00	4,620.00	APA005966
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>53957718</u>	Invoice 700-4050-7068-0000	10/05/2023	DXP ENTERPRISES CONTRACTUAL SERVICES	0.00	4,620.00	
5037	EPIC SPORTS	10/05/2023	Virtual Payment	0.00	5,529.72	APA005967
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>7144370</u>	Invoice 100-1550-7090-0000 100-1550-7090-0000 100-1550-7090-0000 100-1550-7090-0000 100-1550-7090-0000 100-1550-7090-0000	10/05/2023	Volleyball Equipment for CRC EQUIP SUPPLIES/MAINT EQUIP SUPPLIES/MAINT EQUIP SUPPLIES/MAINT EQUIP SUPPLIES/MAINT EQUIP SUPPLIES/MAINT EQUIP SUPPLIES/MAINT	0.00	5,529.72	
1501	FAIRVIEW FORD	10/05/2023	Virtual Payment	0.00	735.38	APA005968
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>028393</u>	Invoice 750-7600-7037-0000	10/05/2023	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	291.81	
<u>028411</u>	Invoice 750-7600-7037-0000	10/05/2023	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	93.76	
<u>028513</u>	Invoice 750-7300-7037-0000	10/05/2023	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	60.90	
<u>030316</u>	Invoice 750-7600-7037-0000	10/05/2023	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	17.13	
<u>032380</u>	Invoice 750-7600-7037-0000	10/05/2023	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	41.98	
<u>033171</u>	Invoice 750-8100-7037-0000	10/05/2023	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	229.80	
4521	FIRE RISK MANAGEMENT SERVICES	10/05/2023	Virtual Payment	0.00	250,017.93	APA005969

Check Report

Date Range: 09/29/2023 - 10/05/2023

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		
<u>OCTOBER 2023</u>	Invoice	10/05/2023	HEALTH INSURANCE	0.00	250,017.93	
	<u>100-1150-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		1,660.87	
	<u>100-1200-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		4,962.33	
	<u>100-1225-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		7,176.78	
	<u>100-1230-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		9,453.74	
	<u>100-1235-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		3,342.75	
	<u>100-1240-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		3,914.97	
	<u>100-1350-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		5,265.54	
	<u>100-1550-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		1,660.87	
	<u>100-2000-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		3,822.48	
	<u>100-2030-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		3,044.13	
	<u>100-2050-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		71,567.61	
	<u>100-2090-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		20,186.10	
	<u>100-2150-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		26,314.02	
	<u>100-3100-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		9,630.62	
	<u>100-3250-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		9,947.31	
	<u>100-6000-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		5,470.07	
	<u>100-6050-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		27,468.66	
	<u>700-4050-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		7,643.36	
	<u>700-4051-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		6,356.82	
	<u>750-7000-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		1,734.00	
	<u>750-7100-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		870.84	
	<u>750-7300-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		5,989.25	
	<u>750-7400-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		3,354.30	
	<u>750-7600-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		2,483.46	
	<u>750-7800-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		1,911.24	
	<u>750-7900-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		870.84	
	<u>750-8000-6020-0000</u>	HEALTH INSURANCE	HEALTH INSURANCE		1,431.51	
	<u>750-8300-6020-0000</u>	HEALTH INS	HEALTH INSURANCE		2,483.46	
1518	FLYERS ENERGY	10/05/2023	Virtual Payment	0.00	1,451.68	APA005970
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>CFS-3573837</u>	Invoice	10/05/2023	FUEL EXPENSE	0.00	1,451.68	
	<u>750-7600-7050-0000</u>	FUEL	FUEL EXPENSE		446.23	
	<u>750-7800-7050-0000</u>	FUEL	FUEL EXPENSE		313.45	
	<u>750-7900-7050-0000</u>	FUEL	FUEL EXPENSE		230.41	
	<u>750-8300-7050-0000</u>	FUEL	FUEL EXPENSE		461.59	
1533	FRONTIER COMMUNICATIONS	10/05/2023	Virtual Payment	0.00	1,647.42	APA005971
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>213-181-1343-03</u>	Invoice	10/05/2023	PHONE UTILITY	0.00	69.47	
	<u>700-4050-7015-0000</u>	TELEPHONE	PHONE UTILITY		69.47	
<u>951-197-0835-05</u>	Invoice	10/05/2023	PHONE UTILITY	0.00	1,090.00	
	<u>700-4050-7015-0000</u>	TELEPHONE	PHONE UTILITY		1,090.00	
<u>951-769-8537-03</u>	Invoice	10/05/2023	PHONE UTILITY	0.00	133.61	
	<u>100-1230-7015-6060</u>	TELEPHONE (4th ST YARD)	PHONE UTILITY		133.61	
<u>951-769-8538-06</u>	Invoice	10/05/2023	PHONE	0.00	116.92	
	<u>100-1230-7015-5500</u>	TELEPHONE - STEWART P	PHONE		116.92	
<u>951-769-8539-04</u>	Invoice	10/05/2023	PHONE UTILITY	0.00	237.42	
	<u>100-1230-7015-6045</u>	TELEPHONE (COMM CTR)	PHONE UTILITY		237.42	
1579	GOSCH	10/05/2023	Virtual Payment	0.00	34.41	APA005972

Check Report

Date Range: 09/29/2023 - 10/05/2023

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		
<u>1060019</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	34.41	
	<u>750-8300-7037-0000</u>		VEHICLE MAINTENANCE		34.41	
1585	GRAINGER	10/05/2023	Virtual Payment	0.00	2,968.94	APA005973
<u>9831515177</u>	Invoice	10/05/2023	WW SPECIAL DEPT SUPPLIES - MOTORS, P	0.00	2,258.11	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		2,258.11	
<u>9835034803</u>	Invoice	10/05/2023	WW SPECIAL DEPT SUPPLIES - MOTORS, P	0.00	710.83	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		710.83	
3515	HD SUPPLY, INC	10/05/2023	Virtual Payment	0.00	229.51	APA005974
<u>INV00123713</u>	Invoice	10/05/2023	WWTP DEPT SUPPLIES	0.00	229.51	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		229.51	
3572	HECTOR ALVARADO	10/05/2023	Virtual Payment	0.00	1,580.00	APA005975
<u>1887</u>	Invoice	10/05/2023	Mobile Turtle - Bus Washing	0.00	1,580.00	
	<u>750-7100-7068-0000</u>		CONTRACTUAL SERVICES		100.00	
	<u>750-7400-7068-0000</u>		CONTRACTUAL EXPENSES		320.00	
	<u>750-7600-7068-0000</u>		CONTRACTUAL SERVICES		320.00	
	<u>750-7800-7068-0000</u>		CONTRACTUAL SERVICES		160.00	
	<u>750-7900-7068-0000</u>		CONTRACTUAL SERVICES		160.00	
	<u>750-8000-7068-0000</u>		CONTRACTUAL SERVICES		80.00	
	<u>750-8100-7068-0000</u>		CONTRACTUAL SERVICES		200.00	
	<u>750-8300-7068-0000</u>		CONTRACTUAL SERVICES		240.00	
1622	HI-WAY SAFETY INC	10/05/2023	Virtual Payment	0.00	1,055.85	APA005976
<u>148054</u>	Invoice	10/05/2023	DEPT SUPPLIES	0.00	1,055.85	
	<u>700-4051-7070-0000</u>		SPECIAL DEPT SUPPLIES		1,055.85	
1643	HUNTINGTON COURT REPORTERS & TRANSCRI	10/05/2023	Virtual Payment	0.00	642.70	APA005977
<u>35362</u>	Invoice	10/05/2023	HUNTINGTON TRANSCRIPT SERVICE	0.00	642.70	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES		642.70	
3924	MARCUS A ANDREWS	10/05/2023	Virtual Payment	0.00	3,793.29	APA005978
<u>324</u>	Invoice	10/05/2023	CONTRACTUAL SERVICE	0.00	3,793.29	
	<u>100-6050-7068-5400</u>		CONTRACT SVC - SPORTS		3,793.29	
3683	MASTER'S COFFEE AND WATER	10/05/2023	Virtual Payment	0.00	99.99	APA005979
<u>0000000812306</u>	Invoice	10/05/2023	OFFICE SUPPLIES	0.00	99.99	
	<u>700-4050-7025-0000</u>		OFFICE SUPPLIES		99.99	
1984	NAPA AUTO PARTS	10/05/2023	Virtual Payment	0.00	2,112.66	APA005980

Check Report

Date Range: 09/29/2023 - 10/05/2023

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		
<u>204094</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	132.42	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		132.42	
<u>204361</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	20.11	
	<u>750-7600-7037-0000</u>		VEHICLE MAINTENANCE		20.11	
<u>204437</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	45.77	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		45.77	
<u>204538</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	79.17	
	<u>700-4050-7037-0000</u>		VEHICLE MAINTENANCE		79.17	
<u>204539</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	470.27	
	<u>750-7100-7037-0000</u>		VEHICLE MAINTENANCE		470.27	
<u>204540</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	137.58	
	<u>750-7100-7037-0000</u>		VEHICLE MAINTENANCE		137.58	
<u>204596</u>	Invoice	10/05/2023	DEPT SUPPLIES	0.00	10.76	
	<u>750-7300-7070-0000</u>		SPECIAL DEPT SUPPLIES		10.76	
<u>204618</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	57.09	
	<u>750-7100-7037-0000</u>		VEHICLE MAINTENANCE		57.09	
<u>204648</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	123.80	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		123.80	
<u>204740</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	1,087.24	
	<u>700-4050-7037-0000</u>		VEHICLE MAINTENANCE		1,087.24	
<u>204749</u>	Credit Memo	10/05/2023	EQUIPMENT MAINTENANCE	0.00	-232.74	
	<u>700-4050-7090-0000</u>		EQUIPMENT SUPPLIES/M		-232.74	
<u>204951</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	132.42	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		132.42	
<u>204955</u>	Credit Memo	10/05/2023	VEHICLE MAINTENANCE	0.00	-13.24	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		-13.24	
<u>205013</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	22.60	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		22.60	
<u>205288</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	39.41	
	<u>750-7600-7037-0000</u>		VEHICLE MAINTENANCE		39.41	
3493	NUTRIEN AG SOLUTIONS	10/05/2023	Virtual Payment	0.00	188.38	APA005981
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>52605819</u>	Invoice	10/05/2023	DEPT SUPPLIES	0.00	188.38	
	<u>100-6050-7070-5999</u>		SPEC DEPT EXP - ALL PAR		188.38	
1317	OCCUPATIONAL HEALTH CENTERS	10/05/2023	Virtual Payment	0.00	1,670.08	APA005982
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>79551116 CHK 2</u>	Invoice	10/05/2023	HIRING COST	0.00	426.00	
	<u>100-1240-6050-0000</u>		RECRUITMENT AND HIRI		426.00	
<u>80595634</u>	Invoice	10/05/2023	HIRING COST	0.00	71.00	
	<u>100-1240-6050-0000</u>		RECRUITMENT AND HIRI		71.00	
<u>123-0944715677</u>	Invoice	10/05/2023	EMPLOYEE MEDICAL SERVICE	0.00	164.00	
	<u>100-2050-6019-0000</u>		FIRST AID		164.00	
<u>123-0944718973</u>	Invoice	10/05/2023	EMPLOYEE MEDICAL SERVICE	0.00	473.65	
	<u>100-2050-6019-0000</u>		FIRST AID		473.65	
<u>123-0944718973</u>	Invoice	10/05/2023	EMPLOYEE MEDICAL SERVICE	0.00	148.31	
	<u>100-2050-6019-0000</u>		FIRST AID		148.31	
<u>123-0944718973</u>	Invoice	10/05/2023	EMPLOYEE MEDICAL SERVICE	0.00	201.30	
	<u>100-2050-6019-0000</u>		FIRST AID		201.30	

Check Report

Date Range: 09/29/2023 - 10/05/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>123-0944718973</u>	Invoice	10/05/2023	EMPLOYEE MEDICAL SERVICE	0.00	185.82	
	<u>100-2050-6019-0000</u>		FIRST AID		185.82	
3028	OFFICE SOLUTIONS	10/05/2023	Virtual Payment	0.00	6,451.39	APA005983
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>I-02127072</u>	Invoice	10/05/2023	OFFICE SUPPLIES	0.00	2,086.90	
	<u>100-1200-7025-0000</u>		OFFICE SUPPLIES		2,086.90	
<u>I-02150945</u>	Invoice	10/05/2023	DEPT SUPPLIES	0.00	4,364.49	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		4,364.49	
5010	OMNI PRO, INC	10/05/2023	Virtual Payment	0.00	13,336.09	APA005984
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>129</u>	Invoice	10/05/2023	Document Imaging and QC Services	0.00	13,336.09	
	<u>100-1150-7068-0000</u>		CONTRACTUAL SERVICES		13,336.09	
2009	O'REILLY AUTO PARTS	10/05/2023	Virtual Payment	0.00	1,261.50	APA005985
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>2678-139805</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	253.20	
	<u>750-7600-7037-0000</u>		VEHICLE MAINTENANCE		253.20	
<u>2678-140882</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	109.20	
	<u>750-7100-7037-0000</u>		VEHICLE MAINTENANCE		109.20	
<u>2678-141144</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	9.70	
	<u>750-7100-7037-0000</u>		VEHICLE MAINTENANCE		9.70	
<u>2678-141415</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	11.84	
	<u>750-8300-7037-0000</u>		VEHICLE MAINTENANCE		11.84	
<u>2678-141435</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	11.84	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		11.84	
<u>2678-141517</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	17.22	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		17.22	
<u>2678-141749</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	72.33	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		72.33	
<u>2678-141754</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	31.08	
	<u>750-7600-7037-0000</u>		VEHICLE MAINTENANCE		31.08	
<u>2678-142347</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	47.05	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		47.05	
<u>2678-142653</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	43.06	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		43.06	
<u>2678-142739</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	45.58	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		45.58	
<u>2678-142909</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	43.94	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		43.94	
<u>2678-142911</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	67.27	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		67.27	
<u>2678-143099</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	14.22	
	<u>750-7600-7037-0000</u>		VEHICLE MAINTENANCE		14.22	
<u>2678-143149</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	9.06	
	<u>750-7600-7037-0000</u>		VEHICLE MAINTENANCE		9.06	
<u>2678-143350</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	99.43	
	<u>750-7600-7037-0000</u>		VEHICLE MAINTENANCE		99.43	
<u>2678-143905</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	421.88	
	<u>750-7600-7037-0000</u>		VEHICLE MAINTENANCE		421.88	
<u>2678-143924</u>	Credit Memo	10/05/2023	VEHICLE MAINTENANCE	0.00	-397.32	

Check Report

Date Range: 09/29/2023 - 10/05/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>750-7600-7037-0000</u>		VEHICLE MAINTENANCE		-397.32	
<u>2678-144131</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	293.08	
	<u>750-8300-7037-0000</u>		VEHICLE MAINTENANCE		293.08	
<u>2678-144212</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	20.20	
	<u>750-8300-7037-0000</u>		VEHICLE MAINTENANCE		20.20	
<u>2678-144592</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	33.08	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		33.08	
<u>2678-144758</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	4.56	
	<u>750-7600-7037-0000</u>		VEHICLE MAINTENANCE		4.56	
2039	PARKHOUSE TIRE, INC.	10/05/2023	Virtual Payment	0.00	1,623.14	APA005986
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>2010864922</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	504.12	
	<u>100-3250-7090-0000</u>		EQUIP SUPPLIES/MAINT		504.12	
<u>2010864924</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	490.19	
	<u>100-3250-7037-0000</u>		VEHICLE MAINTENANCE		490.19	
<u>2010866742</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	33.00	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		33.00	
<u>2010868713</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	595.83	
	<u>750-7100-7037-0000</u>		VEHICLE MAINTENANCE		595.83	
2871	PARTS AUTHORITY METRO LLC	10/05/2023	Virtual Payment	0.00	230.27	APA005987
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>062-467511</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	35.92	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		35.92	
<u>062-469936</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	17.64	
	<u>750-7800-7037-0000</u>		VEHICLE MAINTENANCE		17.64	
<u>062-544998</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	154.77	
	<u>750-8300-7037-0000</u>		VEHICLE MAINTENANCE		154.77	
<u>065-335249</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	81.09	
	<u>750-8300-7037-0000</u>		VEHICLE MAINTENANCE		81.09	
<u>091-056198</u>	Credit Memo	10/05/2023	VEHICLE MAINTENANCE	0.00	-114.28	
	<u>750-7100-7037-0000</u>		VEHICLE MAINTENANCE		-114.28	
<u>091-056222</u>	Credit Memo	10/05/2023	VEHICLE MAINTENANCE	0.00	-35.92	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		-35.92	
<u>091-056330</u>	Credit Memo	10/05/2023	VEHICLE MAINTENANCE	0.00	-20.47	
	<u>750-7100-7037-0000</u>		VEHICLE MAINTENANCE		-20.47	
<u>091-312907</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	111.52	
	<u>750-7100-7037-0000</u>		VEHICLE MAINTENANCE		111.52	
2064	PITNEY BOWES GLOBAL FINANCIAL SERVICES LI	10/05/2023	Virtual Payment	0.00	508.33	APA005988
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>3106157261</u>	Invoice	10/05/2023	EQUIPMENT RENTAL	0.00	508.33	
	<u>100-1230-7075-6025</u>		EQUIPMENT LEASING/RE		508.33	
4893	PLAYCORE WISCONSIN INC	10/05/2023	Virtual Payment	0.00	98,433.15	APA005989

Check Report

Date Range: 09/29/2023 - 10/05/2023

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		
<u>PJ-0216472</u>	Invoice	10/05/2023	Shadow Creek Park Playground	0.00	98,433.15	
	<u>500-0000-8030-0000</u>	INFRASTRUCTURE IMPRO	GameTime- Freetanding Panels		4,537.97	
	<u>500-0000-8030-0000</u>	INFRASTRUCTURE IMPRO	GameTime- Custom 5-12 Playgr		64,360.69	
	<u>500-0000-8030-0000</u>	INFRASTRUCTURE IMPRO	GameTime- Sensory Wave Safet		467.03	
	<u>500-0000-8030-0000</u>	INFRASTRUCTURE IMPRO	GameTime Harmonic Chimes (s		5,028.86	
	<u>500-0000-8030-0000</u>	INFRASTRUCTURE IMPRO	GameTime- Merry-Go-All		4,763.93	
	<u>500-0000-8030-0000</u>	INFRASTRUCTURE IMPRO	GameTime- Adaptive Swing Safe		399.07	
	<u>500-0000-8030-0000</u>	INFRASTRUCTURE IMPRO	GameTime- Arch Swing (Galv)		3,884.69	
	<u>500-0000-8030-0000</u>	INFRASTRUCTURE IMPRO	Freight		8,888.32	
	<u>500-0000-8030-0000</u>	INFRASTRUCTURE IMPRO	GameTime Welcome Sign (5-12)		361.08	
	<u>500-0000-8030-0000</u>	INFRASTRUCTURE IMPRO	GameTime RoxAll See Saw		5,741.51	
2079	PRO-PIPE & SUPPLY	10/05/2023	Virtual Payment	0.00	799.12	APA005990
<u>036139</u>	Invoice	10/05/2023	DEPT SUPPLIES	0.00	530.87	
	<u>100-6050-7070-5999</u>	SPEC DEPT EXP - ALL PAR	DEPT SUPPLIES		530.87	
<u>036738</u>	Invoice	10/05/2023	BUILDING SUPPLIES. MAINT	0.00	268.25	
	<u>100-6000-7085-0000</u>	BUILDING SUPPLIES/MAI	BUILDING SUPPLIES. MAINT		268.25	
3652	PRUDENTIAL OVERALL SUPPLY	10/05/2023	Virtual Payment	0.00	617.36	APA005991
<u>23546501</u>	Invoice	10/05/2023	Transit Uniform Rental and Laundering Se	0.00	141.94	
	<u>750-7100-7065-0000</u>	UNIFORMS	Uniform Laundering & Rental Sv		8.75	
	<u>750-7400-7065-0000</u>	UNIFORMS	Uniform Laundering & Rental Sv		33.88	
	<u>750-7600-7065-0000</u>	UNIFORMS	Uniform Laundering & Rental Sv		29.21	
	<u>750-7800-7065-0000</u>	UNIFORMS	Uniform Laundering & Rental Sv		8.76	
	<u>750-7900-7065-0000</u>	UNIFORMS	Uniform Laundering & Rental Sv		17.53	
	<u>750-8000-7065-0000</u>	UNIFORMS	Uniform Laundering & Rental Sv		8.76	
	<u>750-8100-7065-0000</u>	UNIFORMS	Uniform Laundering & Rental Sv		8.76	
	<u>750-8200-7065-0000</u>	UNIFORMS	Uniform Laundering & Rental Sv		8.76	
	<u>750-8300-7065-0000</u>	UNIFORMS	Uniform Laundering & Rental Sv		17.53	
<u>23546509</u>	Invoice	10/05/2023	Transit Uniform Rental and Laundering Se	0.00	56.74	
	<u>750-7300-7065-0000</u>	UNIFORMS	Uniform Laundering & Rental Sv		56.74	
<u>23546513</u>	Invoice	10/05/2023	WW - PRUDENTIAL UNIFORMS	0.00	85.95	
	<u>700-4050-7065-0000</u>	UNIFORMS	WW - PRUDENTIAL UNIFORMS		54.70	
	<u>700-4051-7065-0000</u>	UNIFORMS	COLLECTIONS - PRUDENTIAL UN		31.25	
<u>23549574</u>	Invoice	10/05/2023	Transit Uniform Rental and Laundering Se	0.00	141.94	
	<u>750-7100-7065-0000</u>	UNIFORMS	Uniform Laundering & Rental Sv		8.75	
	<u>750-7400-7065-0000</u>	UNIFORMS	Uniform Laundering & Rental Sv		33.88	
	<u>750-7600-7065-0000</u>	UNIFORMS	Uniform Laundering & Rental Sv		29.21	
	<u>750-7800-7065-0000</u>	UNIFORMS	Uniform Laundering & Rental Sv		8.76	
	<u>750-7900-7065-0000</u>	UNIFORMS	Uniform Laundering & Rental Sv		17.53	
	<u>750-8000-7065-0000</u>	UNIFORMS	Uniform Laundering & Rental Sv		8.76	
	<u>750-8100-7065-0000</u>	UNIFORMS	Uniform Laundering & Rental Sv		8.76	
	<u>750-8200-7065-0000</u>	UNIFORMS	Uniform Laundering & Rental Sv		8.76	
	<u>750-8300-7065-0000</u>	UNIFORMS	Uniform Laundering & Rental Sv		17.53	
<u>23549582</u>	Invoice	10/05/2023	Transit Uniform Rental and Laundering Se	0.00	56.74	
	<u>750-7300-7065-0000</u>	UNIFORMS	Uniform Laundering & Rental Sv		56.74	
<u>23549585</u>	Invoice	10/05/2023	Uniforms for Building Maintenance/Grou	0.00	134.05	
	<u>100-6050-7065-0000</u>	CITY UNIFORMS	Uniforms for Building Maintena		134.05	
4052	QUICK RESPONSE FIRE PROTECTION INC	10/05/2023	Virtual Payment	0.00	2,315.00	APA005992

Check Report

Date Range: 09/29/2023 - 10/05/2023

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		
<u>7318</u>	Invoice <u>750-7600-7037-0000</u>	10/05/2023	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	2,315.00	
2098	QUILL CORPORATON	10/05/2023	Virtual Payment	0.00	55.57	APA005993
<u>34665010</u>	Invoice <u>100-2050-7025-0000</u>	10/05/2023	OFFICE SUPPLIES OFFICE SUPPLIES	0.00	14.86	
<u>34588629</u>	Invoice <u>100-2050-7025-0000</u>	10/05/2023	OFFICE SUPPLIES OFFICE SUPPLIES	0.00	40.71	
4428	RHA LANDSCAPE ARCHITECTS-PLANNERS, INC.	10/05/2023	Virtual Payment	0.00	3,995.00	APA005994
<u>0902333</u>	Invoice <u>500-0000-7068-0000</u>	10/05/2023	Parks and Community Services Master Pla CONTRACTUAL SERVICE Parks and Community Services	0.00	3,995.00	
2238	SAN GORGONIO MEMORIAL HOSPITAL	10/05/2023	Virtual Payment	0.00	1,475.00	APA005995
<u>21360177GOR</u>	Invoice <u>100-2050-6019-0000</u>	10/05/2023	EMPLOYEE MEDICAL SERVICE (WKRS CO FIRST AID EMPLOYEE MEDICAL SERVICE {	0.00	1,475.00	
4838	SCG - SPICER CONSULTING GROUP, LLC	10/05/2023	Virtual Payment	0.00	15,000.08	APA005996
<u>1437</u>	Invoice <u>250-0000-7068-0000</u>	10/05/2023	CFD Annual Administration; effec. 7/01/2 CONTRACTUAL SERVICES CFD Annual Administration; effe	0.00	15,000.08	
4434	SCOTT BROSIUS	10/05/2023	Virtual Payment	0.00	1,400.00	APA005997
<u>B092723</u>	Invoice <u>100-1230-7068-0000</u>	10/05/2023	CONTRACTUAL SERVICE CONTRACTUAL SERVICES CONTRACTUAL SERVICE	0.00	1,400.00	
2026	SECURITY SIGNAL DEVICES, INC	10/05/2023	Virtual Payment	0.00	2,579.12	APA005998
<u>S-01110217</u>	Invoice <u>100-6000-7085-6025</u>	10/05/2023	BUILDING SUPPLIES/ MAINT BLDG MAINT - CITY HALL BUILDING SUPPLIES/ MAINT	0.00	2,579.12	
3835	SEGURA FAMILY INVESTMENT INC	10/05/2023	Virtual Payment	0.00	75.00	APA005999
<u>3541</u>	Invoice <u>100-2050-7037-0000</u>	10/05/2023	VEHICLE MAINTENANCE VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	75.00	
3556	SEON DESIGN USA CORP	10/05/2023	Virtual Payment	0.00	825.37	APA006000
<u>184610</u>	Invoice <u>760-0000-8040-0000</u>	10/05/2023	Camera system for Transit buses EQUIPMENT Camera system for Transit buses	0.00	825.37	
3031	SMARTHIRE	10/05/2023	Virtual Payment	0.00	1,184.00	APA006001

Check Report

Date Range: 09/29/2023 - 10/05/2023

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		
55484	Invoice	10/05/2023	HIRING COST	0.00	1,184.00	
	<u>100-1240-6050-0000</u>	RECRUITMENT AND HIRI	HIRING COST	1,184.00		
4443	STEVE H NUTT	10/05/2023	Virtual Payment	0.00	1,000.00	APA006002
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9/12/23 ORTIZ	Invoice	10/05/2023	HIRING COST	0.00	1,000.00	
	<u>100-1240-6050-0000</u>	RECRUITMENT AND HIRI	HIRING COST	1,000.00		
2369	SUNRUN INC	10/05/2023	Virtual Payment	0.00	933.38	APA006003
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
09/27/23 REFUN	Invoice	10/05/2023	PERMIT FEE REFUND (INV 2249, 20888, 2	0.00	933.38	
	<u>100-0000-4310-0000</u>	BUILDING PERMITS AND I	PERMIT FEE REFUND (INV 2249,	933.38		
4776	T.R. HOLLIMAN AND ASSOCIATES, INC.	10/05/2023	Virtual Payment	0.00	3,650.00	APA006004
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
AR_COB 2023.07	Invoice	10/05/2023	Recycled Water Implementation Facilitato	0.00	3,650.00	
	<u>700-0000-2290-0000</u>	THIRD PARTY LIABILITY	Fees to be paid by BCVWD & SG	3,650.00		
4979	THE ALTUM GROUP	10/05/2023	Virtual Payment	0.00	2,866.25	APA006005
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
8942	Invoice	10/05/2023	PASS THROUGH PYMT	0.00	2,866.25	
	<u>100-0000-2500-0000</u>	HELD ON DEPOSIT-PLANN	PASS THROUGH PYMT	2,866.25		
2407	THE GAS COMPANY	10/05/2023	Virtual Payment	0.00	75.77	APA006006
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
12604948096 10/	Invoice	10/05/2023	UTILITY	0.00	75.77	
	<u>700-4050-7010-0000</u>	UTILITIES	UTILITY	75.77		
2430	TIME WARNER CABLE	10/05/2023	Virtual Payment	0.00	3,432.14	APA006007
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0013594092023	Invoice	10/05/2023	UTILITY	0.00	156.55	
	<u>100-1230-7015-6040</u>	TELEPHONE (POLICE DPT)	UTILITY	156.55		
0014188092023	Invoice	10/05/2023	UTILITY	0.00	55.11	
	<u>100-1230-7015-6055</u>	TELEPHONE (MAPLE AVE)	UTILITY	55.11		
0241971092523	Invoice	10/05/2023	UTILITY	0.00	2,637.05	
	<u>100-1230-7015-6025</u>	TELEPHONE (CITY HALL)	UTILITY	2,637.05		
13099660109212	Invoice	10/05/2023	UTILITY	0.00	583.43	
	<u>100-2050-7057-0000</u>	RADIO COMMUNICATION	UTILITY	583.43		
2651	TSR CONSTRUCTION AND INSPECTION	10/05/2023	Virtual Payment	0.00	19,100.00	APA006008
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
08/17/2023	Invoice	10/05/2023	Shadow Creek Park Improvements	0.00	6,700.00	
	<u>500-0000-8030-0000</u>	INFRASTRUCTURE IMPRO	STAFF AND EQUIPMENT RENTAL	6,700.00		
09/21/2023	Invoice	10/05/2023	Palmer Park	0.00	12,400.00	
	<u>100-6050-7068-5200</u>	CONTRACTUAL SVC, PARK	Palmer Park	12,400.00		
2456	TURF STAR, INC.	10/05/2023	Virtual Payment	0.00	88.53	APA006009

Check Report

Date Range: 09/29/2023 - 10/05/2023

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		
<u>7297465-00</u>	Invoice	10/05/2023	VEHICLE MAINTENANCE	0.00	88.53	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE		88.53	
2457	TYLER WORKS - TECHNOLOGIES	10/05/2023	Virtual Payment	0.00	50.00	APA006010
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>025-438882</u>	Invoice	10/05/2023	SOFTWARE	0.00	50.00	
	<u>100-1230-7071-0000</u>		SOFTWARE		50.00	
4992	UNIVAR SOLUTIONS USA, INC	10/05/2023	Virtual Payment	0.00	4,050.59	APA006011
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>51504129</u>	Invoice	10/05/2023	CHEMICALS WWTP	0.00	4,050.59	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		4,050.59	
2490	VERIZON BUSINESS SERVICE	10/05/2023	Virtual Payment	0.00	1,575.18	APA006012
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>72696430</u>	Invoice	10/05/2023	PHONE UTILITY	0.00	1,575.18	
	<u>100-1230-7015-6040</u>		TELEPHONE (POLICE DPT)		1,575.18	
3422	WAXIE SANITARY SUPPLY	10/05/2023	Virtual Payment	0.00	1,565.22	APA006013
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>81998044</u>	Invoice	10/05/2023	DEPT/ BUILDING SUPPLIES/ MAINT	0.00	804.41	
	<u>750-7000-7085-0000</u>		BUILDING SUPPLIES/MAI		89.38	
	<u>750-7100-7070-0000</u>		SPECIAL DEPT SUPPLIES		89.37	
	<u>750-7300-7085-0000</u>		BUILDING SUPPLIES/MAI		89.37	
	<u>750-7400-7070-0000</u>		SPECIAL DEPT SUPPLIES		89.37	
	<u>750-7600-7070-0000</u>		SPECIAL DEPT SUPPLIES		89.37	
	<u>750-7800-7070-0000</u>		SPECIAL DEPT SUPPLIES		89.37	
	<u>750-7900-7070-0000</u>		SPECIAL DEPT SUPPLIES		89.37	
	<u>750-8100-7070-0000</u>		SPECIAL DEPT SUPPLIES		44.72	
	<u>750-8200-7070-0000</u>		SPECIAL DEPT SUPPLIES		44.72	
	<u>750-8300-7070-0000</u>		SPECIAL DEPT SUPPLIES		89.37	
<u>82003801</u>	Invoice	10/05/2023	BUILDING SUPPLIES/ MAINT	0.00	50.79	
	<u>750-7300-7085-0000</u>		BUILDING SUPPLIES/MAI		50.79	
<u>82003802</u>	Invoice	10/05/2023	BUILDING SUPPLIES/ MAINT	0.00	50.79	
	<u>100-6000-7085-6060</u>		BLDG MAINT- 713 W 4TH		50.79	
<u>82003808</u>	Invoice	10/05/2023	BUILDING SUPPLIES/ MAINT	0.00	608.44	
	<u>100-6000-7085-0000</u>		BUILDING SUPPLIES/MAI		608.44	
<u>82003811</u>	Invoice	10/05/2023	BUILDING SUPPLIES/ MAINT	0.00	50.79	
	<u>100-6000-7085-6060</u>		BLDG MAINT- 713 W 4TH		50.79	
2065	PITNEY BOWES INC-CTR	09/29/2023	Bank Draft	0.00	-86.57	DFT0004948
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1023413927 VOI</u>	Credit Memo	09/29/2023	VOID STALE DATED PAYMENT APA005256	0.00	-86.57	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES		-86.57	
1382	DEANN DOBBINS	09/29/2023	Bank Draft	0.00	-70.00	DFT0004949
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>05 VOID</u>	Credit Memo	09/29/2023	VOID STALE DATED PAYMENT APA005231	0.00	-70.00	
	<u>100-1550-7040-0000</u>		RECREATION PROGRAMS		-70.00	
4795	DAVID GOMEZ	09/29/2023	Bank Draft	0.00	-21.00	DFT0004950

Check Report

Date Range: 09/29/2023 - 10/05/2023

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		
<u>06 VOID</u>	Credit Memo	09/29/2023	VOID STALE DATED PAYMENT APA005230	0.00	-21.00	
	<u>100-1550-7040-0000</u>	RECREATION PROGRAMS	VOID STALE DATED PAYMENT AP		-21.00	

Bank Code AP BANK WF Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	8	7	0.00	8,636.82
Manual Checks	0	0	0.00	0.00
Voided Checks	0	- 0	0.00	0.00
Bank Drafts	3	3	0.00	-177.57
EFT's	0	0	0.00	0.00
Virtual Payments	167	64	0.00	518,086.35
	178	74	0.00	526,545.60

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	8	7	0.00	8,636.82
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	3	3	0.00	-177.57
EFT's	0	0	0.00	0.00
Virtual Payments	167	64	0.00	518,086.35
	178	74	0.00	526,545.60

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	9/2023	-177.57
999	POOLED CASH	10/2023	526,723.17
			526,545.60



WARRANTS TO BE RATIFIED

Thursday, October 12, 2023

Wells Fargo

Printed Checks	111875-111898	\$	221,644.84	FY 23/24
NvoicePay	APA006014-APA006058	\$	432,839.65	FY 23/24
ACH	745-747	\$	297,043.58	FY 23/24
	A/P Total	\$	<u>654,484.49</u>	

Bank Drafts	Matrix Trust Co.	\$	2,273.63	401(A) Payroll 10/10/2023
		\$	624.75	457 Payroll 10/10/2023
	Global Payment	\$	270.51	Credit Card Processing Fees
	CalPERS	\$	72,666.14	743 Classic
		\$	57,841.49	743 Classic
		\$	57,841.48	743 Classic
		\$	55,126.25	742 Classic
		\$	53,617.59	742 Classic
		\$	53,253.38	742 Classic
		\$	37,372.80	27308 PERPA
		\$	36,905.25	27308 PERPA
		\$	363,640.19	27308 PERPA
		\$	32,039.33	25763 PERPA
		\$	31,989.10	25763 PERPA
		\$	31,986.71	25763 PERPA
	ACH Returns	\$	1,080.61	Utility Payment Bankdraft Return

I DO HEREBY CERTIFY THIS WARRANT LIST HAS BEEN COMPILED AND PREPARED TO MEET THE DAILY OPERATIONS FOR THE FISCAL YEAR JULY 1, 2023 - JUNE 30, 2024

SIGNATURE: _____
 TITLE: CITY TREASURER

SIGNATURE: _____
 TITLE: FINANCE DIRECTOR



City of Beaumont, CA

Check Report

By Check Number

Date Range: 10/06/2023 - 10/13/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2540	WESTERN RIVERSIDE COUNTY REGIONAL CONS	10/12/2023	EFT	0.00	87,899.00	746
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	Distribution Amount
<u>9/30/23</u>	Invoice	10/12/2023	SEPTEMBER 2023 MSHCP FEES	0.00	87,899.00	
	<u>570-0000-2005-0000</u>		DUE TO WRCRCA (MSHCP)		87,899.00	
			SEPTEMBER 2023 MSHCP FEES			
3101	WRCOG	10/12/2023	EFT	0.00	202,080.00	747
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	Distribution Amount
<u>9/30/23</u>	Invoice	10/12/2023	SEPTEMBER 2023 TUMF FEES	0.00	202,080.00	
	<u>570-0000-2010-0000</u>		DUE TO WRCOG (TUMF)		202,080.00	
			SEPTEMBER 2023 TUMF FEES			
5083	MODERNITY EQUITY HOLDINGS LITTLE HILLS, II	10/06/2023	Regular	0.00	37,269.85	111875
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	Distribution Amount
<u>10/03/2023 KM-</u>	Invoice	10/06/2023	ISF Replacement Vehicle - Parks & Rec	0.00	37,269.85	
	<u>600-5050-8060-0000</u>		VEHICLE REPLACEMENT E		37,131.85	
	<u>600-5050-8060-0000</u>		VEHICLE REPLACEMENT E		138.00	
			2024 Hyundai Tucson Hybrid			
			Docs, Licenses, Fees			
4884	JAIME SALAS	10/06/2023	Regular	0.00	223.00	111876
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	Distribution Amount
<u>10/10/23 TAHOE</u>	Invoice	10/06/2023	CAD/ RMS TRAINING	0.00	223.00	
	<u>100-1230-7066-0000</u>		TRAVEL, EDUCATION, TRA		223.00	
			CAD/ RMS TRAINING			
1147	BEAUMONT CHERRY VALLEY WATER DIST.	10/12/2023	Regular	0.00	100,048.42	111880

Check Report

Date Range: 10/06/2023 - 10/13/2023

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		
<u>10/12/23</u>	Invoice	10/12/2023	WATER UTILITY	0.00	100,048.42	
	<u>100-3250-7010-0000</u>	UTILITIES	WATER UTILITY		8,799.16	
	<u>100-3250-7010-007A</u>	UTILITIES (IA 7A)	WATER UTILITY		2,610.29	
	<u>100-3250-7010-007B</u>	UTILITIES (IA 7B)	WATER UTILITY		826.78	
	<u>100-3250-7010-008A</u>	UTILITIES (IA 8A)	WATER UTILITY		286.08	
	<u>100-3250-7010-008B</u>	UTILITIES (IA 8B)	WATER UTILITY		767.56	
	<u>100-3250-7010-010A</u>	UTILITIES (IA 10)	WATER UTILITY		850.10	
	<u>100-3250-7010-012A</u>	UTILITIES (IA 12)	WATER UTILITY		767.59	
	<u>100-3250-7010-014B</u>	UTILITIES (IA 14B)	WATER UTILITY		1,649.56	
	<u>100-3250-7010-014X</u>	UTILITIES (IA 14)	WATER UTILITY		8,706.05	
	<u>100-3250-7010-015X</u>	UTILITIES (IA 15)	WATER UTILITY		1,967.79	
	<u>100-3250-7010-016X</u>	UTILITIES (IA 16)	WATER UTILITY		939.06	
	<u>100-3250-7010-018X</u>	UTILITIES (IA 18)	WATER UTILITY		1,076.26	
	<u>100-3250-7010-019A</u>	UTILITIES (IA 19A)	WATER UTILITY		1,754.91	
	<u>100-3250-7010-06A1</u>	UTILITIES (IA 6A1)	WATER UTILITY		7,065.22	
	<u>100-6000-7010-6045</u>	UTILITIES - COMMUNITY	WATER UTILITY		1,039.02	
	<u>100-6050-7010-0000</u>	UTILITIES	WATER UTILITY		1,260.35	
	<u>100-6050-7010-003X</u>	UTILITIES IA 3	WATER UTILITY		8,307.47	
	<u>100-6050-7010-007A</u>	UTILITIES IA 7A	WATER UTILITY		59.93	
	<u>100-6050-7010-008A</u>	UTILITIES IA 8A (SUNDAN	WATER UTILITY		11,716.97	
	<u>100-6050-7010-008C</u>	UTILITIES IA 8C	WATER UTILITY		33.73	
	<u>100-6050-7010-008D</u>	UTILITIES IA 8D	WATER UTILITY		367.89	
	<u>100-6050-7010-008E</u>	UTILITIES IA 8E	WATER UTILITY		91.36	
	<u>100-6050-7010-014A</u>	UTILITIES IA 14A (OAK VA	WATER UTILITY		878.52	
	<u>100-6050-7010-014B</u>	UTILITIES IA 14B	WATER UTILITY		2,990.56	
	<u>100-6050-7010-017A</u>	UTILITIES IA 17A (TOURN	WATER UTILITY		2,094.40	
	<u>100-6050-7010-018X</u>	UTILITIES IA 18	WATER UTILITY		125.09	
	<u>100-6050-7010-019C</u>	UTILITIES IA 19C	WATER UTILITY		950.75	
	<u>100-6050-7010-020X</u>	UTILITIES IA 20	WATER UTILITY		1,095.29	
	<u>100-6050-7010-06A1</u>	UTILITIES IA 6A1	WATER UTILITY		741.45	
	<u>100-6050-7010-1601</u>	UTILITIES IA 1601	WATER UTILITY		2,370.57	
	<u>100-6050-7010-5050</u>	UTILITIES, PARK (DEFORG	WATER UTILITY		1,860.68	
	<u>100-6050-7010-5200</u>	UTILITIES, PARK (PALMER)	WATER UTILITY		18.02	
	<u>100-6050-7010-5250</u>	UTILITIES, PARK (RANGEL)	WATER UTILITY		829.23	
	<u>100-6050-7010-5350</u>	UTILITIES, PARK (SHADO	WATER UTILITY		33.73	
	<u>100-6050-7010-5400</u>	UTILITIES, PARK (SPORTS	WATER UTILITY		9,381.62	
	<u>100-6050-7010-5450</u>	UTILITIES, PARK (STETSON	WATER UTILITY		6,952.07	
	<u>100-6050-7010-5500</u>	UTILITIES, PARK (STEWAR	WATER UTILITY		5,433.78	
	<u>100-6050-7010-5600</u>	UTILITIES, PARK (TREVINO	WATER UTILITY		18.02	
	<u>100-6050-7010-5650</u>	UTILITIES, PARK (VETERA	WATER UTILITY		140.52	
	<u>100-6050-7010-5700</u>	UTILITIES, PARK (WILD FL	WATER UTILITY		2,948.06	
	<u>700-4050-7010-0000</u>	UTILITIES	WATER UTILITY		242.93	
	Void	10/12/2023	Regular	0.00	0.00	111881
	Void	10/12/2023	Regular	0.00	0.00	111882
1274	CHRISTOPHER RAMOS	10/12/2023	Regular	0.00	259.00	111883
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>10/10/23-10/13/</u>	Invoice	10/12/2023	PER DIEM FOR OUT OF TOWN CONFEREN	0.00	259.00	
	<u>100-2050-7066-0000</u>	TRAVEL, EDUCATION, TRA	PER DIEM FOR OUT OF TOWN C		259.00	
4389	CYNDY GAMACHE	10/12/2023	Regular	0.00	397.60	111884
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>029</u>	Invoice	10/12/2023	YOGA BY CYNDY	0.00	397.60	
	<u>100-1550-7047-0000</u>	CONTRACT CLASS INSTRC	YOGA BY CYNDY		397.60	
4795	DAVID GOMEZ	10/12/2023	Regular	0.00	21.00	111885

Check Report

Date Range: 10/06/2023 - 10/13/2023

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		
<u>06 CHECK 2</u>	Invoice	10/12/2023	RESISTANE TRAINING WITH DAVID	0.00	21.00	
	<u>100-1550-7040-0000</u>		RECREATION PROGRAMS		21.00	
1382	DEANN DOBBINS	10/12/2023	Regular	0.00	577.00	111886
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>05 CHECK 2</u>	Invoice	10/12/2023	DEANN'S PAASS KIDS CLASS	0.00	70.00	
	<u>100-1550-7040-0000</u>		RECREATION PROGRAMS		70.00	
<u>08</u>	Invoice	10/12/2023	DEANN'S PAASS KIDS CLASS	0.00	7.00	
	<u>100-1550-7047-0000</u>		CONTRACT CLASS INSTRC		7.00	
<u>9/23/23 REFUND</u>	Invoice	10/12/2023	R01271709 REFUND FOR CRC GYM	0.00	500.00	
	<u>100-0000-4590-0000</u>		BUILDING RENTAL		500.00	
4458	DIANA T BENHAR	10/12/2023	Regular	0.00	203.00	111887
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>024</u>	Invoice	10/12/2023	ZUMBA BY DIANA	0.00	203.00	
	<u>100-1550-7047-0000</u>		CONTRACT CLASS INSTRC		203.00	
5100	GREG FAGAN	10/12/2023	Regular	0.00	333.00	111888
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>10/13/23- 10/17/</u>	Invoice	10/12/2023	PER DIEM FOR IACP CONFERENCE	0.00	333.00	
	<u>100-2050-7066-0000</u>		TRAVEL, EDUCATION, TRA		333.00	
5101	HEROES CHURCH	10/12/2023	Regular	0.00	750.00	111889
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>9/30/23 REFUND</u>	Invoice	10/12/2023	R01341558 REFUND DEPOSIT FOR CRC BU	0.00	750.00	
	<u>100-0000-4590-0000</u>		BUILDING RENTAL		750.00	
4723	JEAN A KELLER, PH.D, CULTURAL RESOURCE CC	10/12/2023	Regular	0.00	1,250.00	111890
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>02/01/2023 CHK</u>	Invoice	10/12/2023	RESUBMIT PYMT FOR 22/231320	0.00	1,250.00	
	<u>500-0000-8030-0000</u>		INFRASTRUCTURE IMPRO		1,250.00	
3725	JEREMY HARRIS	10/12/2023	Regular	0.00	518.00	111891
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>10/15/23-10/18/</u>	Invoice	10/12/2023	PER DIEM FOR FTP/SAC MGMT	0.00	259.00	
	<u>100-2050-7066-0000</u>		TRAVEL, EDUCATION, TRA		259.00	
<u>10/18/23-10/21/</u>	Invoice	10/12/2023	PER DIEM FOR SLI 519-5	0.00	259.00	
	<u>100-2050-7066-0000</u>		TRAVEL, EDUCATION, TRA		259.00	
4452	JULIA STOCKMAN	10/12/2023	Regular	0.00	350.00	111892
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>022</u>	Invoice	10/12/2023	SAN GORGONIO BALLET	0.00	350.00	
	<u>100-1550-7047-0000</u>		CONTRACT CLASS INSTRC		350.00	
3391	MIGUEL MACIAS	10/12/2023	Regular	0.00	407.00	111893
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>10/15/23-10/20/</u>	Invoice	10/12/2023	PER DIEM FOR POST MGMT- MODULE A	0.00	407.00	
	<u>100-2050-7066-0000</u>		TRAVEL, EDUCATION, TRA		407.00	
4805	ROBERT BARAJAS	10/12/2023	Regular	0.00	731.50	111894

Check Report

Date Range: 10/06/2023 - 10/13/2023

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		
<u>11</u>	Invoice	10/12/2023	RED DRAGON KARATE	0.00	731.50	
	<u>100-1550-7047-0000</u>	CONTRACT CLASS INSTRC	RED DRAGON KARATE		731.50	
2311	SOUTHERN CALIFORNIA EDISON	10/12/2023	Regular	0.00	54,425.34	111895
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>10/12/23</u>	Invoice	10/12/2023	ELECTRIC UTILITY	0.00	54,643.17	
	<u>100-3250-7010-0000</u>	UTILITIES	ELECTRIC UTILITY		21,069.87	
	<u>100-3250-7010-003X</u>	UTILITIES (IA 3)	ELECTRIC UTILITY		3,509.51	
	<u>100-3250-7010-006B</u>	UTILITIES (IA 6B)	ELECTRIC UTILITY		3,608.99	
	<u>100-3250-7010-007B</u>	UTILITIES (IA 7B)	ELECTRIC UTILITY		35.95	
	<u>100-3250-7010-008A</u>	UTILITIES (IA 8A)	ELECTRIC UTILITY		746.38	
	<u>100-3250-7010-008C</u>	UTILITIES (IA 8C)	ELECTRIC UTILITY		837.13	
	<u>100-3250-7010-011A</u>	UTILITIES (IA 11A)	ELECTRIC UTILITY		187.53	
	<u>100-3250-7010-014X</u>	UTILITIES (IA 14)	ELECTRIC UTILITY		2,056.55	
	<u>100-3250-7010-018X</u>	UTILITIES (IA 18)	ELECTRIC UTILITY		112.22	
	<u>100-3250-7010-019C</u>	UTILITIES (IA 19C)	ELECTRIC UTILITY		6,369.44	
	<u>100-3250-7010-06A1</u>	UTILITIES (IA 6A1)	ELECTRIC UTILITY		1,349.63	
	<u>100-6050-7010-0000</u>	UTILITIES	ELECTRIC UTILITY		962.25	
	<u>100-6050-7010-005X</u>	UTILITIES IA 5	ELECTRIC UTILITY		13,311.67	
	<u>100-6050-7010-007A</u>	UTILITIES IA 7A	ELECTRIC UTILITY		76.84	
	<u>100-6050-7010-5400</u>	UTILITIES, PARK (SPORTS	ELECTRIC UTILITY		341.11	
	<u>100-6050-7010-5500</u>	UTILITIES, PARK (STEWAR	ELECTRIC UTILITY		68.10	
<u>10/12/23 CR</u>	Credit Memo	10/12/2023	CLIMATE CREDITS	0.00	-217.83	
	<u>100-3250-7010-007A</u>	UTILITIES (IA 7A)	CLIMATE CREDITS		-55.57	
	<u>100-3250-7010-014B</u>	UTILITIES (IA 14B)	CLIMATE CREDITS		-162.26	
	Void	10/12/2023	Regular	0.00	0.00	111896
4974	WILLIAM JOHNSON	10/12/2023	Regular	0.00	315.00	111897
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>04</u>	Invoice	10/12/2023	LACE UP ACADEMY	0.00	315.00	
	<u>100-1550-7047-0000</u>	CONTRACT CLASS INSTRC	LACE UP ACADEMY		315.00	
2651	TSR CONSTRUCTION AND INSPECTION	10/12/2023	Regular	0.00	16,700.00	111898
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>9/21/23</u>	Invoice	10/12/2023	Police Department Stairs and Rail	0.00	16,700.00	
	<u>500-0000-8990-0000</u>	CAPITAL OUTLAY	Police Department Stairs and Ra		16,700.00	
4919	4TH STREET INDUSTRIAL PARK, LLC	10/12/2023	Virtual Payment	0.00	11,500.00	APA006014
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>1029</u>	Invoice	10/12/2023	FY 23/24 lease for 252 W. 4th Street	0.00	11,500.00	
	<u>100-3100-8015-0000</u>	BUILDING LEASE - 4TH ST	FY 23/24 lease for 252 W. 4th St		8,448.57	
	<u>100-3250-8015-0000</u>	BUILDING LEASE - 4TH ST	FY 23/24 lease for 252 W. 4th St		1,408.08	
	<u>700-4050-8015-0000</u>	BUILDING LEASE - 4TH ST	FY 23/24 lease for 252 W. 4th St		1,643.35	
5103	ADRIANA JONES	10/12/2023	Virtual Payment	0.00	250.00	APA006015
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>9/16/23 REFUND</u>	Invoice	10/12/2023	R01344998 REFUND FOR MICKELSON PAV	0.00	250.00	
	<u>100-0000-4591-0000</u>	PARKS RENTAL	R01344998 REFUND FOR MICKE		250.00	
4761	ALEXIS ACOSTA	10/12/2023	Virtual Payment	0.00	250.00	APA006016

Check Report

Date Range: 10/06/2023 - 10/13/2023

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		
<u>10/1/23</u>	Invoice	10/12/2023	R01351136 REFUND	0.00	250.00	
	<u>100-0000-4591-0000</u>	PARKS RENTAL	R01351136 REFUND	250.00		
1042	ALL PURPOSE RENTALS	10/12/2023	Virtual Payment	0.00	36.00	APA006017
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>55514</u>	Invoice	10/12/2023	EQUIPMENT RENTAL	0.00	36.00	
	<u>100-3250-7075-0000</u>	EQUIPMENT LEASING/RE	EQUIPMENT RENTAL	36.00		
1050	AMAZON CAPITAL SERVICES	10/12/2023	Virtual Payment	0.00	1,227.27	APA006018
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>11P9-FCJ1-FXY3</u>	Invoice	10/12/2023	OFFICE SUPPLIES	0.00	12.60	
	<u>100-1350-7025-0000</u>	OFFICE SUPPLIES	OFFICE SUPPLIES	12.60		
<u>16K4-3H1M-6X1K</u>	Invoice	10/12/2023	DEPT SUPPLIES	0.00	139.90	
	<u>100-3100-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	139.90		
<u>1IGP-VW13-6F6P</u>	Invoice	10/12/2023	DEPT SUPPLIES	0.00	363.05	
	<u>100-3250-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	363.05		
<u>11NR-MKT7-6DV</u>	Invoice	10/12/2023	OFFICE SUPPLIES	0.00	21.17	
	<u>100-3100-7025-0000</u>	OFFICE SUPPLIES	OFFICE SUPPLIES	21.17		
<u>1MWM-JIT9-6VH</u>	Invoice	10/12/2023	DEPT SUPPLIES	0.00	69.95	
	<u>100-3100-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	69.95		
<u>1TDH-NKJT-47JJ</u>	Invoice	10/12/2023	OFFICE SUPPLIES	0.00	620.60	
	<u>100-1350-7025-0000</u>	OFFICE SUPPLIES	OFFICE SUPPLIES	620.60		
5102	AMBER KENNEDY	10/12/2023	Virtual Payment	0.00	250.00	APA006019
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>9/3/23 REFUND</u>	Invoice	10/12/2023	R01345168 REFUND FOR MICKELSON PAV	0.00	250.00	
	<u>100-0000-4591-0000</u>	PARKS RENTAL	R01345168 REFUND FOR MICKE	250.00		
1123	BEAUMONT BASIN WATERMASTER	10/12/2023	Virtual Payment	0.00	9,179.00	APA006020
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>B-263</u>	Invoice	10/12/2023	DATA MANAGEMENT SYSTEM	0.00	9,179.00	
	<u>700-4050-7022-0000</u>	LICENSE, PERMITS, FEES	DATA MANAGEMENT SYSTEM	9,179.00		
1242	CED	10/12/2023	Virtual Payment	0.00	3,898.87	APA006021
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>0954-1019379</u>	Invoice	10/12/2023	COBRA LIGHTS	0.00	1,630.26	
	<u>100-3250-7070-0000</u>	SPECIAL DEPT SUPPLIES	AMER 1C125SPL	1,630.26		
<u>0954-1021431</u>	Invoice	10/12/2023	COBRA LIGHTS	0.00	515.95	
	<u>100-3250-7070-0000</u>	SPECIAL DEPT SUPPLIES	AMER 1C125SPL	515.95		
<u>0954-1021549</u>	Invoice	10/12/2023	COBRA LIGHTS	0.00	517.20	
	<u>100-3250-7070-0000</u>	SPECIAL DEPT SUPPLIES	AMER 1AP8DPAA ARM	517.20		
<u>0954-1022249</u>	Invoice	10/12/2023	COBRA LIGHTS	0.00	1,235.46	
	<u>100-3250-7070-0000</u>	SPECIAL DEPT SUPPLIES	AMER 1C125SPL	1,235.46		
1287	CITY OF CALIMESA	10/12/2023	Virtual Payment	0.00	2,000.00	APA006022
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>SEPTEMBER 2023</u>	Invoice	10/12/2023	PERMIT AGREEMENT FEES	0.00	2,000.00	
	<u>100-0000-2230-0000</u>	DEVELOPMENT FEE - DUE	PERMIT AGREEMENT FEES	2,000.00		
1294	CIVICPLUS	10/12/2023	Virtual Payment	0.00	3,538.00	APA006023

Check Report

Date Range: 10/06/2023 - 10/13/2023

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		
<u>277913</u>	Invoice <u>100-1150-7068-0000</u>	10/12/2023	CONTRACTUAL SERVICES CONTRACTUAL SERVICES	0.00	3,538.00 3,538.00	
1299	CLEAN TECH ENVIRONMENTAL	10/12/2023	Virtual Payment	0.00	423.55	APA006024
<u>761637</u>	Invoice <u>750-7300-7075-0000</u>	10/12/2023	EQUIPMENT RENTAL EQUIPMENT LEASING/RE EQUIPMENT RENTAL	0.00	423.55 423.55	
4588	CROSTOWN ELECTRICAL & DATA, INC	10/12/2023	Virtual Payment	0.00	7,860.01	APA006025
<u>4753-028</u>	Invoice <u>100-3250-7068-0000</u>	10/12/2023	TRAFFIC SIGNAL MAINTENANCE CONTRACTUAL SERVICES TRAFFIC SIGNAL MAINTENANCE	0.00	7,860.01 7,860.01	
4886	DALKE & SONS CONSTRUCTION, INC	10/12/2023	Virtual Payment	0.00	312,525.30	APA006026
<u>APPLICATION 4</u>	Invoice <u>500-0000-8030-0000</u>	10/12/2023	CITY HALL RENOVATION INFRASTRUCTURE IMPRO CITY HALL RENOVATION	0.00	312,525.30 312,525.30	
1424	DIRECTV	10/12/2023	Virtual Payment	0.00	76.99	APA006027
<u>039668521X2310</u>	Invoice <u>100-6000-7010-6055</u>	10/12/2023	BUILDING UTILITY UTILITIES - FIRE STATION BUILDING UTILITY	0.00	76.99 76.99	
1424	DIRECTV	10/12/2023	Virtual Payment	0.00	144.24	APA006028
<u>045085274X2310</u>	Invoice <u>100-6000-7010-6040</u>	10/12/2023	BUILDING UTILITY UTILITIES - POLICE DEPT BUILDING UTILITY	0.00	144.24 144.24	
1424	DIRECTV	10/12/2023	Virtual Payment	0.00	85.98	APA006029
<u>063515264X2310</u>	Invoice <u>100-6000-7010-6041</u>	10/12/2023	BUILDING UTILITY UTILITIES - POLICE ANNEX BUILDING UTILITY	0.00	85.98 85.98	
4359	DOT PHYSICALS ON THE GO	10/12/2023	Virtual Payment	0.00	100.00	APA006030
<u>013</u>	Invoice <u>750-7600-6019-0000</u>	10/12/2023	EMPLOYEE MEDICAL SERVICE FIRST AID EMPLOYEE MEDICAL SERVICE	0.00	100.00 100.00	
3209	EVODC LLC	10/12/2023	Virtual Payment	0.00	7,754.10	APA006031
<u>PRO28890</u>	Invoice <u>100-1230-7071-0000</u>	10/12/2023	HPE Renewal: HPE NS HARDWARE AND S SOFTWARE HPE Renewal: HPE NS HARDWA	0.00	7,754.10 7,754.10	
1501	FAIRVIEW FORD	10/12/2023	Virtual Payment	0.00	55.82	APA006032
<u>032671</u>	Invoice <u>750-7600-7037-0000</u>	10/12/2023	VEHICLE MAINTENANCE VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	16.37 16.37	
<u>033718</u>	Invoice	10/12/2023	VEHICLE MAINTENANCE	0.00	39.45	

Check Report

Date Range: 10/06/2023 - 10/13/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	750-7600-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		39.45	
2588	FAST LUBE AND TUNE	10/12/2023	Virtual Payment	0.00	59.99	APA006033
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>103736</u>	Invoice	10/12/2023	VEHICLE MAINTENANCE	0.00	59.99	
	<u>750-7600-7037-0000</u>		VEHICLE MAINTENANCE		59.99	
1533	FRONTIER COMMUNICATIONS	10/12/2023	Virtual Payment	0.00	4,514.57	APA006034
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>323-156-8188-02</u>	Invoice	10/12/2023	PHONE UTILITY	0.00	85.98	
	<u>100-1230-7015-6060</u>		TELEPHONE (4th ST YARD		85.98	
<u>951-197-0245-04</u>	Invoice	10/12/2023	PHONE UTILITY	0.00	1,190.00	
	<u>750-7300-7015-0000</u>		TELEPHONE		1,190.00	
<u>951-197-0624-08</u>	Invoice	10/12/2023	PHONE UTILITY	0.00	233.49	
	<u>100-1230-7015-6040</u>		TELEPHONE (POLICE DPT)		233.49	
<u>951-197-0863-06</u>	Invoice	10/12/2023	PHONE UTILITY	0.00	338.76	
	<u>700-4050-7015-0000</u>		TELEPHONE		338.76	
<u>951-769-1334-10</u>	Invoice	10/12/2023	PHONE UTILITY	0.00	2,156.08	
	<u>100-1230-7015-6040</u>		TELEPHONE (POLICE DPT)		2,156.08	
<u>951-769-8520-01</u>	Invoice	10/12/2023	PHONE UTILITY	0.00	123.34	
	<u>100-1230-7015-6025</u>		TELEPHONE (CITY HALL)		123.34	
<u>951-769-8530-06</u>	Invoice	10/12/2023	PHONE UTILITY	0.00	234.98	
	<u>750-7000-7015-0000</u>		TELEPHONE		234.98	
<u>951-769-9678-04</u>	Invoice	10/12/2023	PHONE UTILITY	0.00	151.94	
	<u>100-1230-7015-6025</u>		TELEPHONE (CITY HALL)		151.94	
4825	GARDA CL WEST, INC	10/12/2023	Virtual Payment	0.00	343.88	APA006035
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>10756083</u>	Invoice	10/12/2023	BANKING FEES	0.00	343.88	
	<u>100-1225-7051-0000</u>		BANKING FEES		343.88	
3874	GENERAC POWER SYSTEMS INC	10/12/2023	Virtual Payment	0.00	1,834.00	APA006036
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>61663-1</u>	Invoice	10/12/2023	Upkeep of City owned generators	0.00	510.00	
	<u>100-6000-7090-0000</u>		EQUIP SUPPLIES/MAINT		510.00	
<u>73456-1</u>	Invoice	10/12/2023	Upkeep of City owned generators	0.00	895.62	
	<u>100-6000-7090-0000</u>		EQUIP SUPPLIES/MAINT		895.62	
<u>81808-1</u>	Invoice	10/12/2023	Upkeep of City owned generators	0.00	428.38	
	<u>100-6000-7090-0000</u>		EQUIP SUPPLIES/MAINT		428.38	
5066	HARRIS & ASSOCIATES, INC	10/12/2023	Virtual Payment	0.00	15,655.00	APA006037
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>59532</u>	Invoice	10/12/2023	Staff Augmentation Services	0.00	15,655.00	
	<u>100-3100-7068-0000</u>		CONTRACTUAL SERVICES		15,655.00	
5095	JASMINE MONTANEZ	10/12/2023	Virtual Payment	0.00	96.00	APA006038
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>8/28/23</u>	Invoice	10/12/2023	R01345277 REFUND	0.00	96.00	
	<u>100-1550-7040-0000</u>		RECREATION PROGRAMS		96.00	
5096	JESSICA WOODBURN	10/12/2023	Virtual Payment	0.00	250.00	APA006039

Check Report

Date Range: 10/06/2023 - 10/13/2023

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		
<u>9/23/23</u>	Invoice	10/12/2023	R01345281 REFUND	0.00	250.00	
	<u>100-0000-4591-0000</u>	PARKS RENTAL	R01345281		250.00	
5094	KASSADY MILLER	10/12/2023	Virtual Payment	0.00	250.00	APA006040
<u>9/16/23</u>	Invoice	10/12/2023	R01348159 REFUND	0.00	250.00	
	<u>100-0000-4591-0000</u>	PARKS RENTAL	R01348159 REFUND		250.00	
1827	LANGUAGE TESTING INTERNATIONAL	10/12/2023	Virtual Payment	0.00	146.00	APA006041
<u>176231-IN</u>	Invoice	10/12/2023	CONTRACTUAL SERVICE	0.00	146.00	
	<u>100-1240-7068-0000</u>	CONTRACTUAL SERVICES	CONTRACTUAL SERVICE		146.00	
1984	NAPA AUTO PARTS	10/12/2023	Virtual Payment	0.00	28.61	APA006042
<u>204967</u>	Invoice	10/12/2023	VEHICLE MAINTENANCE	0.00	31.79	
	<u>100-6050-7037-0000</u>	VEHICLE MAINTENANCE	BUILDING UTILITY		31.79	
<u>204989</u>	Credit Memo	10/12/2023	VEHICLE MAINTENANCE	0.00	-3.18	
	<u>100-6050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		-3.18	
3028	OFFICE SOLUTIONS	10/12/2023	Virtual Payment	0.00	8,615.54	APA006043
<u>1-02054711</u>	Invoice	10/12/2023	DEPT SUPPLIES	0.00	541.70	
	<u>100-3100-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		541.70	
<u>1-02142717</u>	Invoice	10/12/2023	OFFICE SUPPLIES	0.00	5,935.00	
	<u>100-3100-7025-0000</u>	OFFICE SUPPLIES	OFFICE SUPPLIES		5,935.00	
<u>1-02142749</u>	Invoice	10/12/2023	DEPT SUPPLIES	0.00	2,138.84	
	<u>100-3100-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		2,138.84	
2009	O'REILLY AUTO PARTS	10/12/2023	Virtual Payment	0.00	837.99	APA006044
<u>2678-139801</u>	Invoice	10/10/2023	VEHICLE MAINTENANCE	0.00	260.74	
	<u>750-7300-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		260.74	
<u>2678-144306</u>	Invoice	10/12/2023	VEHICLE MAINTENANCE	0.00	17.23	
	<u>750-7600-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		17.23	
<u>2678-144721</u>	Invoice	10/12/2023	VEHICLE MAINTENANCE	0.00	495.64	
	<u>750-7300-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		495.64	
<u>2678-144830</u>	Invoice	10/12/2023	VEHICLE MAINTENANCE	0.00	17.06	
	<u>750-7400-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		17.06	
<u>2678-145828</u>	Invoice	10/12/2023	VEHICLE MAINTENANCE	0.00	47.32	
	<u>750-8200-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		47.32	
2039	PARKHOUSE TIRE, INC.	10/12/2023	Virtual Payment	0.00	489.38	APA006045
<u>2010870573</u>	Invoice	10/12/2023	VEHICLE MAINTENANCE	0.00	489.38	
	<u>100-6050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		489.38	
5097	PAZSIE YANG	10/12/2023	Virtual Payment	0.00	395.00	APA006046

Check Report

Date Range: 10/06/2023 - 10/13/2023

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		
<u>9/16/23</u>	Invoice	10/12/2023	R01334874/ R01348161 REFUND	0.00	395.00	
	<u>100-0000-4590-0000</u>	BUILDING RENTAL	R01334874/ R01348161 REFUN		395.00	
3552	PROPS AV, LLC	10/12/2023	Virtual Payment	0.00	3,150.00	APA006047
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV-04040</u>	Invoice	10/10/2023	ADVERTISING	0.00	3,150.00	
	<u>100-1235-7020-0000</u>	ADVERTISING	ADVERTISING		3,150.00	
3652	PRUDENTIAL OVERALL SUPPLY	10/12/2023	Virtual Payment	0.00	283.75	APA006048
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>23543395</u>	Invoice	10/12/2023	STREETS UNIFORM	0.00	74.85	
	<u>100-3250-7065-0000</u>	CITY UNIFORMS	STREETS UNIFORM		74.85	
<u>23546502</u>	Invoice	10/12/2023	STREETS UNIFORM	0.00	74.85	
	<u>100-3250-7065-0000</u>	CITY UNIFORMS	STREETS UNIFORM		74.85	
<u>23546512</u>	Invoice	10/12/2023	Uniforms for Building Maintenance/Grou	0.00	134.05	
	<u>100-6050-7065-0000</u>	CITY UNIFORMS	Uniforms for Building Maintena		134.05	
2135	RESOURCE BUILDING MATERIALS	10/12/2023	Virtual Payment	0.00	2,636.71	APA006049
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>3667155</u>	Invoice	10/12/2023	DEPT SUPPLIES	0.00	2,636.71	
	<u>100-3250-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		2,636.71	
3681	RIVERSIDE COUNTY DEPARTMENT OF WASTE R	10/12/2023	Virtual Payment	0.00	1,649.34	APA006050
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>202308000169</u>	Invoice	10/12/2023	DEPT SUPPLIES	0.00	1,649.34	
	<u>100-6050-7070-003X</u>	SPEC DEPT EXP - IA 3	DEPT SUPPLIES		104.58	
	<u>100-6050-7070-005X</u>	SPEC DEPT EXP - IA 5	DEPT SUPPLIES		50.00	
	<u>100-6050-7070-006B</u>	SPEC DEPT EXP - IA 6B	DEPT SUPPLIES		52.10	
	<u>100-6050-7070-008B</u>	SPEC DEPT EXP - IA 8B	DEPT SUPPLIES		155.82	
	<u>100-6050-7070-008E</u>	SPEC DEPT EXP - IA 8E	DEPT SUPPLIES		113.88	
	<u>100-6050-7070-011A</u>	SPEC DEPT EXP - IA 11A	DEPT SUPPLIES		94.28	
	<u>100-6050-7070-014A</u>	SPEC DEPT EXP - IA 14A	DEPT SUPPLIES		50.00	
	<u>100-6050-7070-016X</u>	SPEC DEPT EXP - IA 16	DEPT SUPPLIES		121.89	
	<u>100-6050-7070-018X</u>	SPEC DEPT EXP - IA 18	DEPT SUPPLIES		159.95	
	<u>100-6050-7070-019A</u>	SPEC DEPT EXP - IA 19A	DEPT SUPPLIES		50.00	
	<u>100-6050-7070-019E</u>	SPEC DEPT EXP - IA 19E	DEPT SUPPLIES		50.00	
	<u>100-6050-7070-019F</u>	SPEC DEPT EXP - IA 19F	DEPT SUPPLIES		50.00	
	<u>100-6050-7070-020X</u>	SPEC DEPT EXP - IA 20	DEPT SUPPLIES		50.00	
	<u>100-6050-7070-025X</u>	SPEC DEPT EXP - IA 25	DEPT SUPPLIES		50.00	
	<u>100-6050-7070-5400</u>	SPEC DEPT EXP - SPORTS	DEPT SUPPLIES		199.08	
	<u>100-6050-7070-5999</u>	SPEC DEPT EXP - ALL PAR	DEPT SUPPLIES		247.76	
	<u>100-6050-7070-6040</u>	SPEC DEPT EXP- POLICE D	DEPT SUPPLIES		50.00	
5093	SC COMMERCIAL, LLC	10/12/2023	Virtual Payment	0.00	188.86	APA006051
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2454740-IN</u>	Invoice	10/12/2023	VEHICLE MAINTENANCE	0.00	188.86	
	<u>700-4051-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		188.86	
2559	SEDGWICK CLAIMS MANAGEMENT SERVICES, I	10/12/2023	Virtual Payment	0.00	7,352.21	APA006052

Check Report

Date Range: 10/06/2023 - 10/13/2023

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		
SF-0507-2023-01	Invoice	10/12/2023	CLAIMS FUNDING	0.00	7,352.21	
	<u>100-0000-1015-0000</u>	WELLS FARGO - WORKER	CLAIMS FUNDING		7,352.21	
3260	SITONE LANDSCAPE SUPPLY, LLC	10/12/2023	Virtual Payment	0.00	3,940.02	APA006053
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>134504419-001</u>	Invoice	10/12/2023	Irrigation and Parts for Parks and Landsc	0.00	3,665.56	
	<u>100-6050-7070-0000</u>	SPECIAL DEPT SUPPLIES	Irrigation and Parts for Parks an		3,665.56	
<u>134548130-001</u>	Invoice	10/12/2023	Irrigation and Parts for Parks and Landsc	0.00	274.46	
	<u>100-6050-7070-0000</u>	SPECIAL DEPT SUPPLIES	Irrigation and Parts for Parks an		274.46	
2407	THE GAS COMPANY	10/12/2023	Virtual Payment	0.00	114.97	APA006054
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>08822937417 10/</u>	Invoice	10/12/2023	GAS UTILITY	0.00	0.55	
	<u>100-6000-7010-6041</u>	UTILITIES - POLICE ANNEX	GAS UTILITY		0.55	
<u>05789544425 10/</u>	Invoice	10/12/2023	GAS UTILITY	0.00	114.42	
	<u>100-6000-7010-6045</u>	UTILITIES - COMMUNITY	GAS UTILITY		114.42	
4894	TOSHIBA INTERNATIONAL CORPORATION	10/12/2023	Virtual Payment	0.00	8,997.10	APA006055
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>90391779</u>	Invoice	10/12/2023	Toshiba Flow Meters	0.00	8,997.10	
	<u>710-0000-8030-0000</u>	CAPITAL IMPROVEMENT	Excitation Cable 3AT		73.23	
	<u>710-0000-8030-0000</u>	CAPITAL IMPROVEMENT	Signal Cable 2AT		867.60	
	<u>710-0000-8030-0000</u>	CAPITAL IMPROVEMENT	GF63225ANBA1/GFR25; Remot		3,460.96	
	<u>710-0000-8030-0000</u>	CAPITAL IMPROVEMENT	GF63235ANBA1GFR35; Remote		4,594.43	
	<u>710-0000-8030-0000</u>	CAPITAL IMPROVEMENT	Toshiba Flow Meters		0.88	
3332	TURBODATA SYSTEMS	10/12/2023	Virtual Payment	0.00	129.30	APA006056
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>41343</u>	Invoice	10/12/2023	DEPT SUPPLIES	0.00	129.30	
	<u>100-2030-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		129.30	
2484	VERIZON	10/12/2023	Virtual Payment	0.00	8,561.56	APA006057
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>9945176468</u>	Invoice	10/12/2023	PHONE UTILITY	0.00	2,015.29	
	<u>100-1230-7015-0000</u>	TELEPHONE	PHONE UTILITY		2,015.29	
<u>9945399209</u>	Invoice	10/12/2023	PHONE UTILITY	0.00	5,379.77	
	<u>100-1230-7015-0000</u>	TELEPHONE	PHONE UTILITY		4,405.78	
	<u>700-4050-7015-0000</u>	TELEPHONE	PHONE UTILITY		633.84	
	<u>750-7000-7015-0000</u>	TELEPHONE	PHONE UTILITY		340.15	
<u>9945399210</u>	Invoice	10/12/2023	PHONE UTILITY	0.00	918.23	
	<u>750-7000-7015-0000</u>	TELEPHONE	PHONE UTILITY		38.01	
	<u>750-7100-7015-0000</u>	TELEPHONE	PHONE UTILITY		120.03	
	<u>750-7400-7015-0000</u>	TELEPHONE	PHONE UTILITY		160.04	
	<u>750-7600-7015-0000</u>	TELEPHONE	PHONE UTILITY		200.05	
	<u>750-7800-7015-0000</u>	TELEPHONE	PHONE UTILITY		80.02	
	<u>750-7900-7015-0000</u>	TELEPHONE	PHONE UTILITY		80.02	
	<u>750-8000-7015-0000</u>	TELEPHONE	PHONE UTILITY		40.01	
	<u>750-8100-7015-0000</u>	TELEPHONE	PHONE UTILITY		80.02	
	<u>750-8200-7015-0000</u>	TELEPHONE	PHONE UTILITY		40.01	
	<u>750-8300-7015-0000</u>	TELEPHONE	PHONE UTILITY		80.02	
<u>9945399211</u>	Invoice	10/12/2023	IPADS 1550	0.00	76.02	
	<u>100-1230-7015-0000</u>	TELEPHONE	IPADS 1550		76.02	

Check Report

Date Range: 10/06/2023 - 10/13/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>9945399212</u>	Invoice	10/12/2023	IPADS 3100	0.00	116.03	
	<u>100-1230-7015-0000</u>		TELEPHONE		116.03	
<u>9945399213</u>	Invoice	10/12/2023	IPADS 1550/6050	0.00	56.22	
	<u>100-1230-7015-0000</u>		TELEPHONE		56.22	
2490	VERIZON BUSINESS SERVICE	10/12/2023	Virtual Payment	0.00	1,164.74	APA006058
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>Z9203539</u>	Invoice	10/12/2023	PHONE UTILITY	0.00	1,164.74	
	<u>100-1230-7015-6040</u>		TELEPHONE (POLICE DPT)		1,164.74	
4338	GLOBAL PAYMENTS	10/11/2023	Bank Draft	0.00	11,821.23	DFT0004964
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>SEPTEMBER 2023</u>	Invoice	10/02/2023	CREDIT CARD PROCESSING FEES	0.00	11,821.23	
	<u>100-1225-7052-0000</u>		CREDIT CARD FEES		11,821.23	
4338	GLOBAL PAYMENTS	10/11/2023	Bank Draft	0.00	9,253.94	DFT0004965
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>SEPTEMBER 2023</u>	Invoice	10/02/2023	CREDIT CARD PROCESSING FEES	0.00	9,253.94	
	<u>100-1225-7052-0000</u>		CREDIT CARD FEES		9,253.94	
3824	GATEWAY	10/12/2023	Bank Draft	0.00	50.80	DFT0004967
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>SEPTEMBER 2023</u>	Invoice	09/05/2023	CREDIT CARD PROCESSING FEE	0.00	50.80	
	<u>100-1225-7052-0000</u>		CREDIT CARD FEES		50.80	

Bank Code AP BANK WF Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	22	18	0.00	214,778.71
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	3	3	0.00	21,125.97
EFT's	2	2	0.00	289,979.00
Virtual Payments	79	45	0.00	432,839.65
	106	71	0.00	958,723.33

Check Report

Date Range: 10/06/2023 - 10/13/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3229	ICMA - RC	10/12/2023	EFT	0.00	3,736.12	744
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002151</u>	Invoice	10/06/2023	MSQ (%%)	0.00	810.68	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		810.68	
<u>INV0002152</u>	Invoice	10/06/2023	MSQ (AMT)	0.00	2,788.24	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		2,788.24	
<u>INV0002153</u>	Invoice	10/06/2023	MSQ LOAN	0.00	137.20	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		137.20	
2264	SEIU	10/12/2023	EFT	0.00	3,328.46	745
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>CM0000267</u>	Credit Memo	09/22/2023	SEIU DUES	0.00	-4.79	
	<u>100-0000-2061-0000</u>		P.E.R.C. DUES & INS		-4.79	
<u>INV0002148</u>	Invoice	10/06/2023	SEIU DUES	0.00	115.00	
	<u>100-0000-2061-0000</u>		P.E.R.C. DUES & INS		115.00	
<u>INV0002155</u>	Invoice	10/06/2023	SEIU DUES	0.00	3,218.25	
	<u>100-0000-2061-0000</u>		P.E.R.C. DUES & INS		3,218.25	
4563	AMERICAN FIDELITY ASSURANCE COMPANY FS	10/12/2023	Regular	0.00	1,789.93	111877
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002149</u>	Invoice	10/06/2023	AMERICAN FIDELITY	0.00	608.33	
	<u>100-0000-2056-0000</u>		DEPENDENT CARE SPEND		608.33	
<u>INV0002150</u>	Invoice	10/06/2023	AMERICAN FIDELITY	0.00	1,181.60	
	<u>100-0000-2055-0000</u>		FLEX SPENDING ACCOUN		1,181.60	
1139	BEAUMONT POLICE OFFICERS ASSOCIATION	10/12/2023	Regular	0.00	4,300.00	111878
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002147</u>	Invoice	10/06/2023	BPOA DUES	0.00	4,300.00	
	<u>100-0000-2035-0000</u>		C.O.P.S. DUES		4,300.00	
2074	PRE-PAID LEGAL SERVICES INC	10/12/2023	Regular	0.00	776.20	111879
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>10/5/23 ADJ</u>	Invoice	10/12/2023	PAYROLL PYMT ADJ	0.00	0.10	
	<u>100-0000-4825-0000</u>		MISCELLANEOUS REVENU		0.10	
<u>INV0002125</u>	Invoice	09/22/2023	PREPAID LEGAL	0.00	388.05	
	<u>100-0000-2045-0000</u>		PRE PAID LEGAL		388.05	
<u>INV0002154</u>	Invoice	10/06/2023	PREPAID LEGAL	0.00	388.05	
	<u>100-0000-2045-0000</u>		PRE PAID LEGAL		388.05	

Check Report

Date Range: 10/06/2023 - 10/13/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1979	MUTUAL OF OMAHA	10/06/2023	Bank Draft	0.00	34,155.95	DFT0004939
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>INV0002157</u>	Invoice	10/06/2023	457 RETIREMENT CATCHUP	0.00	34,155.95	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		709.46	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		1,213.64	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		531.11	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		11,541.29	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		12,028.06	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		528.88	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		4,744.90	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		2,233.86	
	<u>100-0000-2132-0000</u>		P.A.R.S. WITHHOLDING		91.26	
	<u>100-0000-2132-0000</u>		P.A.R.S. WITHHOLDING		59.67	
	<u>100-0000-2132-0000</u>		P.A.R.S. WITHHOLDING		473.82	
2594	CAL PERS	10/06/2023	Bank Draft	0.00	180,454.38	DFT0004940
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>INV0002158</u>	Invoice	10/06/2023	CALPERS	0.00	180,454.38	
	<u>100-0000-2130-0000</u>		P.E.R.S. LIABILITY		14,410.07	
	<u>100-0000-2130-0000</u>		P.E.R.S. LIABILITY		50.22	
	<u>100-0000-2130-0000</u>		P.E.R.S. LIABILITY		15,857.82	
	<u>100-0000-2130-0000</u>		P.E.R.S. LIABILITY		16,103.78	
	<u>100-0000-2130-0000</u>		P.E.R.S. LIABILITY		14,809.87	
	<u>100-0000-2130-0000</u>		P.E.R.S. LIABILITY		357.95	
	<u>100-0000-2130-0000</u>		P.E.R.S. LIABILITY		14,944.93	
	<u>100-0000-2130-0000</u>		P.E.R.S. LIABILITY		25,333.64	
	<u>100-0000-2130-0000</u>		P.E.R.S. LIABILITY		11,742.11	
	<u>100-0000-2130-0000</u>		P.E.R.S. LIABILITY		43,406.31	
	<u>100-0000-2130-0000</u>		P.E.R.S. LIABILITY		400.42	
	<u>700-0000-2130-0000</u>		P.E.R.S. LIABILITY		7,299.63	
	<u>700-0000-2130-0000</u>		P.E.R.S. LIABILITY		924.72	
	<u>700-0000-2130-0000</u>		P.E.R.S. LIABILITY		916.38	
	<u>700-0000-2130-0000</u>		P.E.R.S. LIABILITY		3,383.37	
	<u>750-0000-2130-0000</u>		P.E.R.S. LIABILITY		2,616.61	
	<u>750-0000-2130-0000</u>		P.E.R.S. LIABILITY		2,593.00	
	<u>750-0000-2130-0000</u>		P.E.R.S. LIABILITY		1,679.66	
	<u>750-0000-2130-0000</u>		P.E.R.S. LIABILITY		3,623.89	
1599	GUARDIAN LIFE INSURANCE	10/11/2023	Bank Draft	0.00	30,890.90	DFT0004966

Check Report

Date Range: 10/06/2023 - 10/13/2023

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	
<u>OCTOBER 2023</u>	Invoice	10/12/2023	EMPLOYEE INSURANCE	0.00	30,890.90	
	<u>100-0000-2040-0000</u>	GUARDIAN VOLUNTARY LI	EMPLOYEE INSURANCE		1,484.10	
	<u>100-0000-2999-0000</u>	SUSPENSE	EMPLOYEE INSURANCE		361.96	
	<u>100-1150-6021-0000</u>	DENTAL INSURANCE	EMPLOYEE INSURANCE		312.80	
	<u>100-1150-6023-0000</u>	DISABILITY	EMPLOYEE INSURANCE		71.28	
	<u>100-1150-6028-0000</u>	LIFE INSURANCE	EMPLOYEE INSURANCE		12.40	
	<u>100-1200-6021-0000</u>	DENTAL INSURANCE	EMPLOYEE INSURANCE		299.06	
	<u>100-1200-6023-0000</u>	DISABILITY	EMPLOYEE INSURANCE		198.72	
	<u>100-1200-6027-0000</u>	VISION CARE	EMPLOYEE INSURANCE		23.69	
	<u>100-1200-6027-0000</u>	VISION CARE	EMPLOYEE INSURANCE		8.45	
	<u>100-1200-6028-0000</u>	LIFE INSURANCE	EMPLOYEE INSURANCE		24.80	
	<u>100-1225-6021-0000</u>	DENTAL INSURANCE	EMPLOYEE INSURANCE		504.06	
	<u>100-1225-6023-0000</u>	DISABILITY	EMPLOYEE INSURANCE		263.58	
	<u>100-1225-6027-0000</u>	VISION CARE	EMPLOYEE INSURANCE		23.69	
	<u>100-1225-6028-0000</u>	LIFE INSURANCE	EMPLOYEE INSURANCE		43.40	
	<u>100-1230-6021-0000</u>	DENTAL INSURANCE	EMPLOYEE INSURANCE		549.52	
	<u>100-1230-6021-0000</u>	DENTAL INSURANCE	EMPLOYEE INSURANCE		29.23	
	<u>100-1230-6023-0000</u>	DISABILITY	EMPLOYEE INSURANCE		288.02	
	<u>100-1230-6027-0000</u>	VISION CARE	EMPLOYEE INSURANCE		54.75	
	<u>100-1230-6028-0000</u>	LIFE INSURANCE	EMPLOYEE INSURANCE		37.20	
	<u>100-1235-6021-0000</u>	DENTAL INSURANCE	EMPLOYEE INSURANCE		269.71	
	<u>100-1235-6023-0000</u>	DISABILITY	EMPLOYEE INSURANCE		259.29	
	<u>100-1235-6027-0000</u>	VISION CARE	EMPLOYEE INSURANCE		163.75	
	<u>100-1235-6028-0000</u>	LIFE INSURANCE	EMPLOYEE INSURANCE		12.40	
	<u>100-1240-6021-0000</u>	DENTAL INSURANCE	EMPLOYEE INSURANCE		347.66	
	<u>100-1240-6023-0000</u>	DISABILITY	EMPLOYEE INSURANCE		595.90	
	<u>100-1240-6027-0000</u>	VISION CARE	EMPLOYEE INSURANCE		185.43	
	<u>100-1240-6028-0000</u>	LIFE INSURANCE	EMPLOYEE INSURANCE		24.80	
	<u>100-1350-6021-0000</u>	DENTAL INSURANCE	EMPLOYEE INSURANCE		347.66	
	<u>100-1350-6023-0000</u>	DISABILITY	EMPLOYEE INSURANCE		231.97	
	<u>100-1350-6027-0000</u>	VISION CARE	EMPLOYEE INSURANCE		48.27	
	<u>100-1350-6028-0000</u>	LIFE INSURANCE	EMPLOYEE INSURANCE		24.80	
	<u>100-1550-6021-0000</u>	DENTAL INSURANCE	EMPLOYEE INSURANCE		406.86	
	<u>100-1550-6023-0000</u>	DISABILITY	EMPLOYEE INSURANCE		151.88	
	<u>100-1550-6027-0000</u>	VISION CARE	EMPLOYEE INSURANCE		39.82	
	<u>100-1550-6028-0000</u>	LIFE INSURANCE	EMPLOYEE INSURANCE		24.80	
	<u>100-2000-6021-0000</u>	DENTAL INSURANCE	EMPLOYEE INSURANCE		156.40	
	<u>100-2000-6023-0000</u>	DISABILITY	EMPLOYEE INSURANCE		69.48	
	<u>100-2000-6028-0000</u>	LIFE INSURANCE	EMPLOYEE INSURANCE		12.40	
	<u>100-2030-6021-0000</u>	DENTAL INSURANCE	EMPLOYEE INSURANCE		207.37	
	<u>100-2030-6023-0000</u>	DISABILITY	EMPLOYEE INSURANCE		57.29	
	<u>100-2030-6027-0000</u>	VISION CARE	EMPLOYEE INSURANCE		30.77	
	<u>100-2030-6028-0000</u>	LIFE INSURANCE	EMPLOYEE INSURANCE		12.40	
	<u>100-2050-6021-0000</u>	DENTAL INSURANCE	EMPLOYEE INSURANCE		319.99	
	<u>100-2050-6021-0000</u>	DENTAL INSURANCE	EMPLOYEE INSURANCE		6,130.80	
	<u>100-2050-6023-0000</u>	DISABILITY	EMPLOYEE INSURANCE		2,744.00	
	<u>100-2050-6027-0000</u>	VISION CARE	EMPLOYEE INSURANCE		540.29	
	<u>100-2050-6028-0000</u>	LIFE INSURANCE	EMPLOYEE INSURANCE		334.80	
	<u>100-2090-6021-0000</u>	DENTAL INSURANCE	EMPLOYEE INSURANCE		1,515.82	
	<u>100-2090-6021-0000</u>	DENTAL INSURANCE	EMPLOYEE INSURANCE		77.69	
	<u>100-2090-6023-0000</u>	DISABILITY	EMPLOYEE INSURANCE		602.60	
	<u>100-2090-6027-0000</u>	VISION CARE	EMPLOYEE INSURANCE		179.31	
	<u>100-2090-6028-0000</u>	LIFE INSURANCE	EMPLOYEE INSURANCE		130.20	
	<u>100-2150-6021-0000</u>	DENTAL INSURANCE	EMPLOYEE INSURANCE		401.71	
	<u>100-2150-6021-0000</u>	DENTAL INSURANCE	EMPLOYEE INSURANCE		126.15	
	<u>100-2150-6023-0000</u>	DISABILITY	EMPLOYEE INSURANCE		156.53	
	<u>100-2150-6027-0000</u>	VISION CARE	EMPLOYEE INSURANCE		65.26	
	<u>100-2150-6028-0000</u>	LIFE INSURANCE	EMPLOYEE INSURANCE		37.20	
	<u>100-3100-6021-0000</u>	DENTAL INSURANCE	EMPLOYEE INSURANCE		674.20	

Previous Warrant

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-3100-6021-0000</u>		DENTAL INSURANCE		EMPLOYEE INSURANCE	48.46
	<u>100-3100-6023-0000</u>		DISABILITY		EMPLOYEE INSURANCE	295.48
	<u>100-3100-6027-0000</u>		VISION CARE		EMPLOYEE INSURANCE	57.61
	<u>100-3100-6028-0000</u>		LIFE INSURANCE		EMPLOYEE INSURANCE	43.40
	<u>100-3250-6021-0000</u>		DENTAL INSURANCE		EMPLOYEE INSURANCE	523.31
	<u>100-3250-6021-0000</u>		DENTAL INSURANCE		EMPLOYEE INSURANCE	48.46
	<u>100-3250-6023-0000</u>		DISABILITY		EMPLOYEE INSURANCE	233.93
	<u>100-3250-6027-0000</u>		VISION CARE		EMPLOYEE INSURANCE	33.03
	<u>100-3250-6028-0000</u>		LIFE INSURANCE		EMPLOYEE INSURANCE	49.60
	<u>100-6000-6021-0000</u>		DENTAL INSURANCE		EMPLOYEE INSURANCE	366.91
	<u>100-6000-6023-0000</u>		DISABILITY		EMPLOYEE INSURANCE	96.99
	<u>100-6000-6027-0000</u>		VISION CARE		EMPLOYEE INSURANCE	33.03
	<u>100-6000-6028-0000</u>		LIFE INSURANCE		EMPLOYEE INSURANCE	24.80
	<u>100-6050-6021-0000</u>		DENTAL INSURANCE		EMPLOYEE INSURANCE	96.92
	<u>100-6050-6021-0000</u>		DENTAL INSURANCE		EMPLOYEE INSURANCE	1,309.55
	<u>100-6050-6023-0000</u>		DISABILITY		EMPLOYEE INSURANCE	570.13
	<u>100-6050-6027-0000</u>		VISION CARE		EMPLOYEE INSURANCE	120.52
	<u>100-6050-6028-0000</u>		LIFE INSURANCE		EMPLOYEE INSURANCE	124.00
	<u>700-4050-6021-0000</u>		DENTAL INSURANCE		EMPLOYEE INSURANCE	662.83
	<u>700-4050-6023-0000</u>		DISABILITY		EMPLOYEE INSURANCE	454.58
	<u>700-4050-6027-0000</u>		VISION CARE		EMPLOYEE INSURANCE	88.09
	<u>700-4050-6028-0000</u>		LIFE INSURANCE		EMPLOYEE INSURANCE	62.00
	<u>700-4051-6021-0000</u>		DENTAL INSURANCE		EMPLOYEE INSURANCE	517.80
	<u>700-4051-6023-0000</u>		DISABILITY		EMPLOYEE INSURANCE	135.88
	<u>700-4051-6027-0000</u>		VISION CARE		EMPLOYEE INSURANCE	57.61
	<u>700-4051-6028-0000</u>		LIFE INSURANCE		EMPLOYEE INSURANCE	24.80
	<u>750-7000-6021-0000</u>		DENTAL INSURANCE		EMPLOYEE INSURANCE	253.60
	<u>750-7000-6023-0000</u>		DISABILITY		EMPLOYEE INSURANCE	110.44
	<u>750-7000-6027-0000</u>		VISION CARE		EMPLOYEE INSURANCE	16.90
	<u>750-7000-6028-0000</u>		LIFE INSURANCE		EMPLOYEE INSURANCE	18.60
	<u>750-7100-6021-0000</u>		DENTAL INSURANCE		EMPLOYEE INSURANCE	48.60
	<u>750-7100-6023-0000</u>		DISABILITY		EMPLOYEE INSURANCE	25.20
	<u>750-7100-6027-0000</u>		VISION CARE		EMPLOYEE INSURANCE	8.45
	<u>750-7100-6028-0000</u>		LIFE INSURANCE		EMPLOYEE INSURANCE	6.20
	<u>750-7300-6021-0000</u>		DENTAL INSURANCE		EMPLOYEE INSURANCE	406.86
	<u>750-7300-6021-0000</u>		DENTAL INSURANCE		EMPLOYEE INSURANCE	17.31
	<u>750-7300-6023-0000</u>		DISABILITY		EMPLOYEE INSURANCE	169.13
	<u>750-7300-6027-0000</u>		VISION CARE		EMPLOYEE INSURANCE	72.85
	<u>750-7300-6028-0000</u>		LIFE INSURANCE		EMPLOYEE INSURANCE	31.00
	<u>750-7400-6021-0000</u>		DENTAL INSURANCE		EMPLOYEE INSURANCE	191.26
	<u>750-7400-6023-0000</u>		DISABILITY		EMPLOYEE INSURANCE	104.95
	<u>750-7400-6027-0000</u>		VISION CARE		EMPLOYEE INSURANCE	38.93
	<u>750-7400-6028-0000</u>		LIFE INSURANCE		EMPLOYEE INSURANCE	24.80
	<u>750-7600-6021-0000</u>		DENTAL INSURANCE		EMPLOYEE INSURANCE	191.26
	<u>750-7600-6023-0000</u>		DISABILITY		EMPLOYEE INSURANCE	73.99
	<u>750-7600-6027-0000</u>		VISION CARE		EMPLOYEE INSURANCE	32.14
	<u>750-7600-6028-0000</u>		LIFE INSURANCE		EMPLOYEE INSURANCE	15.51
	<u>750-7800-6023-0000</u>		DISABILITY		EMPLOYEE INSURANCE	18.72
	<u>750-7800-6028-0000</u>		LIFE INSURANCE		EMPLOYEE INSURANCE	6.20
	<u>750-7900-6021-0000</u>		DENTAL INSURANCE		EMPLOYEE INSURANCE	142.66
	<u>750-7900-6023-0000</u>		DISABILITY		EMPLOYEE INSURANCE	70.38
	<u>750-7900-6027-0000</u>		VISION CARE		EMPLOYEE INSURANCE	23.69
	<u>750-7900-6028-0000</u>		LIFE INSURANCE		EMPLOYEE INSURANCE	12.40
	<u>750-8100-6021-0000</u>		DENTAL INSURANCE		EMPLOYEE INSURANCE	113.31
	<u>750-8100-6023-0000</u>		DISABILITY		EMPLOYEE INSURANCE	24.57
	<u>750-8100-6027-0000</u>		VISION CARE		EMPLOYEE INSURANCE	15.53
	<u>750-8100-6028-0000</u>		LIFE INSURANCE		EMPLOYEE INSURANCE	6.20
	<u>750-8300-6021-0000</u>		DENTAL INS		EMPLOYEE INSURANCE	142.66
	<u>750-8300-6023-0000</u>		DISABILITY		EMPLOYEE INSURANCE	47.66
	<u>750-8300-6027-0000</u>		VISION CARE		EMPLOYEE INSURANCE	8.45

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	28	21	0.00	221,644.84
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	6	6	0.00	266,627.20
EFT's	8	4	0.00	297,043.58
Virtual Payments	79	45	0.00	432,839.65
	121	79	0.00	1,218,155.27

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	10/2023	1,218,155.27
			1,218,155.27



CITY COUNCIL CLOSED & REGULAR SESSION MINUTES

October 17, 2023
Closed Session: 5:00 PM 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

CLOSED SESSION

A. CALL TO ORDER at 5:00 p.m.

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

B. PUBLIC COMMENTS REGARDING CLOSED SESSION

No comments.

B.1 Conference with Legal Counsel Regarding Existing Litigation Pursuant to Government Code Section 54956.9(d)(1):

City of Beaumont v. Urban Logic, Torcal LLC, et. al. Riv. Co. Sup. Ct. Case No. RIC1707201 c/w RIC 1712042.

No reportable action.

B.2 Conference with Real Property Negotiators Pursuant to Government Code Section 54956.8

Property: 514-516 N. California Avenue (APN's 418-091-012).

Agency Negotiator: City Manager Elizabeth Gibbs or her designee.

Negotiating Parties: City of Beaumont as potential purchaser and PRRO

(Mr. Daniel) as potential seller.
Under Negotiation: Price and terms.

No reportable action.

- B.3 Conference with Real Property Negotiators Pursuant to Government Code Section 54956.8

Property: APNs 418-190-006, 418-190-007; 418-140-028; 418-140-029; and Portions of 418-190-004 and 418-190-005.

Agency Negotiator: City Manager Elizabeth Gibbs or her designee.

Negotiating Parties: City of Beaumont as potential seller and Orum Capital as potential purchaser

Under Negotiation: Price and terms.

No reportable action.

- B.4 Conference with Labor Negotiators - Pursuant to Code Section 54957.6

City Designated Representatives City Manager Elizabeth Gibbs and Administrative Services Director Kari Mendoza. Employee Organizations:

Police Managers

SEIU

Police Officers Association

Managers/Professional/Technical

No reportable action.

C. ADJOURNMENT TO CLOSED SESSION

REGULAR SESSION

D. CALL TO ORDER

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

Report out from Closed Session

Action on any Closed Session Items

Action of any Requests for Excused Absence

Pledge of Allegiance

Invocation

Adjustments to the Agenda

Conflict of Interest Disclosure

E. ANNOUNCEMENTS / RECOGNITION / PROCLAMATIONS / CORRESPONDENCE

F. 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.

No comments

G. 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.

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

**To approve the Consent Calendar
Approved by a unanimous vote.**

G.1 Ratification of Warrants

**Ratify Warrants dated:
September 21, 2023
September 28, 2023**

G.2 Approval of Minutes

Approve Minutes dated October 3, 2023

G.3 Final Approval of Parcel Map No. 38232

Final approval of Parcel Map No. 38232 (PM2022-011), a subdivision of 17.3 acres into four (4) lots for financial purposes (APNs 419-260-078, 079, and 080).

Approve Parcel Map No. 38232 as it is in substantial conformance with the approved tentative map.

G.4 Declaration of Surplus Property

Approve the disposal and/or auction of surplus property.

Approve disposal and/or auction of identified City surplus property.

G.5 Approve a Multi-Party Agreement for Removal, Appointment, and Acceptance of Bond Trustee

This item requests City Council to approve a multi-party agreement as to form and authorize the City Manager to finalize the agreement for removal, appointment, and acceptance of Bond Trustee.

Approve agreement as legislative body for the City of Beaumont, the Beaumont Financing Authority, the Beaumont Public Improvement Authority, City of Beaumont Community Facilities District No. 93-1, the City of Beaumont Community Facilities District No. 2016-1 (Fairway Canyon), the City of Beaumont Community Facilities District No. 2016-2 (Sundance), the City of Beaumont Community Facilities District No. 2016-3 (Sundance), the City of Beaumont Community Facilities District No. 2016-4, and the City of Beaumont Community Facilities District No. 2019-1, to form and authorize the City Manager to finalize multi-party agreement for the removal, appointment, and acceptance of bond trustee.

- G.6 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 Senior Thanksgiving Dinner

Consider waiving the fees associated with the rental of the Albert A. Chatigny Sr. Community Recreation Center for the annual Rotary Thanksgiving Dinner on Saturday, November 18, 2023.

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.”

- G.7 Consider Adopting a Resolution Waiving the Facility Use Fees at the Chatigny Community Recreation Center (CRC) for Boy Scout Troop 322

Consider a fee waiver request for use of the Albert A. Chatigny Sr. Community Recreation Center by Boy Scout Troop 322 for their Eagle Court of Honor Ceremony on Saturday, November 4, 2023.

Waive the full reading and adopt by title only, “A Resolution of the City of Beaumont authorizing the waiver of one-time facility use fees at the Chatigny Community Recreation Center (CRC) for Boy Scout Troop 322.”

- G.8 Quarterly Report of City Manager Purchases and Contract Awards

Quarterly report pursuant to Beaumont Municipal Code Sections 3.01.030(B), 3.01.040(B), and 3.01.050(B).

Receive and file.

- G.9 Consideration of PLAN2023-1008 for an Automobile for Hire Operation Permit for a Pet Taxi Service within the City of Beaumont

A request to operate an Automobile for Hire operation for Pet Taxi Services in the City of Beaumont.

Approve the PLAN2023-1008 Auto for Hire Application for Fluffy Transportation, for Pet Taxi Services to operate in the City of Beaumont.

H. YOUTH COUNCIL REPORT

Report out from Assistant Director J. Nucasa and Secretary E. Garcia.

J. ACTION ITEMS

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

J.1 Funding Agreement with the County of Riverside for the Beaumont City Hall Improvements Project

Funding Agreement for City of Beaumont City Hall Improvements Project (Agreement) for City Hall Accessible Ramps, Capital Improvement Plan (CIP) Project F-03 (Project), between County of Riverside and the City of Beaumont.

**Motion by Council Member White
Second by Council Member Lara**

Approve a Funding Agreement with the County of Riverside for the Beaumont City Hall Improvements Project.

Approved by a unanimous vote

I. PUBLIC HEARINGS

I.1 Public Hearing of a Proposed Ordinance Prohibiting the Unlawful Possession of a Catalytic Converter

Request to implement an ordinance to prohibit the unlawful possession of a catalytic converter.

**Public Hearing opened at 6:21 p.m.
No comments
Public Hearing closed at 6:22 p.m.**

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

To waive the full first reading and approve by title only, “An Ordinance of the City Council of the City of Beaumont, California, Adding Section 9.42 – Unlawful Possession of Catalytic Converters

of the Beaumont Municipal Code Establishing Regulation Prohibiting the Unlawful Possession of Catalytic Converters in the City.

Approved by a unanimous vote

- I.2 Public Hearing and Consideration of Proposed Amendments to the Land Use Designation Map Identified as Figure 3.5 in the 2040 General Plan

Amendments to the Land Use Map identified as Figure 3.5 in the 2040 General Plan.

Public Hearing opened at 6:28 p.m.

R. Roy - Asked that Council amend the land use for the two parcels pointed out to an open space land use designation, by way of specific plan amendments.

Public Comment closed at 6:32 p.m.

Motion by Mayor Pro Tem Fenn

Second by Mayor Martinez

To waive the first full reading and approve by title only, “An Ordinance of the City Council of the City of Beaumont, California, amending Figure 3.5 Land Use Map in the 2040 General Plan with the exception of Assessor’s Parcel Numbers 413-790-047 and 414-100-039 and direct staff to initiate two (2) Specific Plan Amendments to the Oak Valley SCPGA and Heartland Specific Plans”.

Approved by a unanimous vote

- I.3 Public Hearing and Request to Amend Beaumont Municipal Code Chapter 17.07 Signs and Chapter 8.50 Outdoor Lighting

Modification to Beaumont Municipal Code Chapter 17.07 Signs for compliance with recent case law pertaining to non-commercial signage and other proposed changes. Modification to Chapter 8.50 Outdoor Lighting for consistency with the Sign Code.

Public Hearing opened at 6:38 p.m.

No comments

Public Hearing closed at 6:38 p.m.

Motion by Council Member Lara

Second by Mayor Pro Tem Fenn

To waive the first full reading and adopt by title only an ordinance of the City Council of the City of Beaumont California Amending Chapter 17.07 Signs of the Beaumont Municipal Code; and

Waive the first full reading and adopt by title only an ordinance of the City Council of the City of Beaumont California Amending Chapter 8.50 Outdoor Lighting of the Beaumont Municipal Code.

Approved by a unanimous vote

- I.4 Public Hearing and Consideration of a Resolution for the Second Amendment to the City's Fiscal Year 23/24 – Fiscal Year 27/28 Capital Improvement Plan

Approval of Resolution to amend the five-year FY 24-28 Capital Improvement Plan (CIP).

Public Hearing opened at 6:54 p.m.

No comments

Public Hearing closed at 7:10 p.m.

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

To waive the full reading and adopt by title only, “A Resolution of the City Council of the City of Beaumont Amending the Five-Year Capital Improvement Plan for Fiscal Years 2023/2024-2027/2028”, and,

Approve budget amendments as outlines in attachment E with direction to add the recommended \$500,000 to the sidewalk and lighting project.

Approved by a unanimous vote

J. ACTION ITEMS

- J.2 Funding Agreement for Second Street Extension Construction Project

Agreement for the Funding of Measure A Regional Arterial Improvements with the City of Beaumont (Agreement) for Second Street Extension Construction, Capital Improvement Program (CIP) Project R-12 (Project), between Riverside County Transportation Commission (RCTC) and the City of Beaumont.

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

To approve Agreement for the Funding of Measure A Regional Arterial Improvements with the City of Beaumont for Second Street Extension Construction Project.

Approved by a unanimous vote

- J.3 Award a Public Works Agreement to Weka Inc. for Construction of the Mesa Force Main Project in an Amount Not to Exceed \$3,269,552 – Capital Improvement Project WW-09

Award a public works agreement to Weka, Inc. for construction of CIP WW-09 Mesa Force Main Project in an amount not to exceed \$3,269,552.

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

To award a public works agreement to Weka, Inc. for construction of the Mesa Force Main Project (CIP WW-09) in an amount not to exceed \$3,269,552; and authorize the City Manager to sign change orders up to an additional \$327,000 for a total construction amount of \$3,596,552.

Approved by a unanimous vote

- J.4 Discussion Regarding Forming a Parks and Recreation Committee

Discussion regarding the creation of a Parks and Recreation Committee for the City of Beaumont. The proposed committee will serve as an advisory body to the City Council and the Community Services Department, fostering community engagement and providing valuable input on the development, maintenance, and improvement of our parks and recreational facilities.

Direction to move forward with the creation of the Parks and Recreation Committee as presented by staff with the modification to a quarterly meeting schedule and the student seat to be from September - June.

- J.5 Discussion and Direction on a Proposed Facility Use Policy

Administrative policies and procedures manual for facility use to regulate the use and rental of community facilities and ensure that the process is fair and consistent at all facilities. *Strategic Plan Target #5-Quality of Life, Goal #5-Increase Community Events/Arts and Culture – Priority Level #2*

**Motion by Council Member White
Second by Council Member Lara**

To approve the proposed Facility Use Policy.

Approved by a unanimous vote

- J.6 Approve the Purchase of Ten Police Vehicles

Request to approve the purchase of a total of ten police vehicles (six from ISF and four from General Fund).

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

To approve the purchase of ten police vehicles from Brennan Motors in the amount of \$489,500.

Approved by a unanimous vote

J.7 Approval of City Attorney Invoices for the Month of September 2023

City Attorney Pinkney recused for this item.

**Motion by Council Member White
Second by Council Member Lara**

To approve invoices in the amount of \$108,803.34

Approved by a unanimous vote

K. LEGISLATIVE UPDATES AND DISCUSSION

L. ECONOMIC DEVELOPMENT UPDATE

Economic Development Committee Report Out and City Council Direction

M. CITY TREASURER REPORT

Next Financial and Audit Committee Meeting will be held on October 23.

N. CITY CLERK REPORT

N.1 Notice of Vacancy on the Beaumont Planning Commission

Application period will be opened for vacant Planning Commission seat.

Direct staff to notice the upcoming vacancy of one seat with a partial term on the Beaumont Planning Commission.

N.2 Attendance of Members at Commission and Committee Meetings

Requested status of attendance for review.

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

Receive and file.

Approved by a unanimous vote

O. CITY ATTORNEY REPORT

No report.

P. CITY MANAGER REPORT

Announced upcoming events.

P.1 Update on Senate Bill 946 (2017-18) and Senate Bill 972 (2021-22)

Update to SB946 relating to sidewalk vendors and SB972 related to retail food vending.

Direction to staff to review the current ordinance and potentially amend.

Q. FUTURE AGENDA ITEMS

- Assessment for the need for additional community center(s) (Future)
- Annexation Agreement with the County (October)

R. COUNCIL REPORTS

Voigt - *Attended Banning and San Jacinto's State of the City events. Was a panelist for Student Council.*

Lara - *Attended the recent Economic Development Committee meeting.*

White - *Gave a report out from the recent RCTC meeting.*

Fenn - *Attended the Banning State of the City, TNow meeting, and the Pass Comm meeting.*

Martinez - *Attended the Mayor's breakfast, the Calimesa State of the City, the Youth Council Meeting, the Chamber Breakfast, and Carol's Kitchen Jubilee.*

S. 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 November 7, 2023, at 6:00 p.m. unless otherwise posted.



Staff Report

TO: City Council
FROM: Sean Thuilliez, Chief of Police
DATE: November 7, 2023
SUBJECT: Second Reading of a Proposed Ordinance Prohibiting the Unlawful Possession of a Catalytic Converter

Description Second reading of the request to implement an ordinance to prohibit the unlawful possession of a catalytic converter.

Background and Analysis:

The City of Beaumont is considering an ordinance to prohibit the unlawful possession of catalytic converters. This ordinance is being proposed in response to the recent increase in catalytic converter thefts in the City. The first public reading occurred on October 17, 2023.

A catalytic converter is an emissions control device that converts harmful pollutants in exhaust gas into less harmful pollutants. Catalytic converters are made of precious metals, such as platinum, palladium, and rhodium, which are valuable and can be easily stolen.

Catalytic converter thefts have been on the rise nationwide, and California is leading the country in the number of converters stolen. The proposed ordinance would make it unlawful for any person to possess a catalytic converter that is not attached to a motor vehicle. The ordinance would also require any person who is in possession of a catalytic converter to provide immediate proof of lawful possession to law enforcement upon request. Such proof may include a bill of sale from the original owner with photographs, documentation from an auto-body shop proving the owner relinquished the catalytic converter to the auto-body shop, or other manner of proof as defined in the ordinance. The ordinance would be enforced by the Police Department. Violators of the ordinance would be guilty of a misdemeanor and could be punished by a fine of up to \$1,000 or imprisonment for up to six months, or both.

Fiscal Impact:

There is no negative impact to the general fund. The cost to prepare this staff report is estimated to be \$500.00.

Recommended Action:

Waive the full second reading and adopt by title only, “An Ordinance of the City Council of the City of Beaumont, California, Adding Section 9.42 – Unlawful Possession of Catalytic Converters of the Beaumont Municipal Code Establishing Regulation Prohibiting the Unlawful Possession of Catalytic Converters in the City”.

Attachments:

- A. Proposed Ordinance

ORDINANCE NO . _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA, ADDING SECTION 9.42 – UNLAWFUL POSSESSION OF CATALYTIC CONVERTERS OF THE BEAUMONT MUNICIPAL CODE ESTABLISHING REGULATIONS PROHIBITING THE UNLAWFUL POSSESSION OF CATALYTIC CONVERTERS IN THE CITY

WHEREAS, the citizens of the City of Beaumont have been plagued with a significant increase of catalytic converter thefts from automobiles over the past several years; and

WHEREAS, catalytic converter thefts increased 1,215% from 2019 and 2022, nationwide; and

WHEREAS, there is currently no City, State, or Federal legislation applicable within the City of Beaumont to define and punish catalytic converter thefts absent an identifiable victim; and

WHEREAS, there is currently no City, State, or Federal legislation applicable within the City of Beaumont to prosecute the recycling or sale of unlawfully obtained catalytic converters, thus incentivizing criminal enterprise of catalytic converter thefts without a known victim; and

WHEREAS, there are currently no City, State, or Federal legislation applicable within the City of Beaumont requiring individuals to provide proof to law enforcement as to how they obtained catalytic converters, thus limiting law enforcement's ability to protect the public by preventing catalytic converter thefts and preventing law enforcement from seizing suspected stolen catalytic converters when no victim present; and

WHEREAS, catalytic converter thefts are on the rise because individuals are incentivized to commit catalytic converter thefts for multiple reasons including, but not limited to: (1) the ease and undetectable nature of committing the thefts in a matter of seconds using common tools such as a reciprocating saw, (2) the ability to recycle catalytic converters at scrap metal yards for high dollar returns ranging from \$200 to \$1,200 per catalytic converter, and (3) loopholes in legislation protecting criminals from prosecution unless a victim can be identified; and

WHEREAS, finding a suspect of these crimes is nearly impossible due to the undetectable nature of the catalytic converter thefts and catalytic converters being untraceable to link back to a victim (no identifying markers on the catalytic converters); and

WHEREAS, due to lack of legislation defining and prosecuting these thefts, many of the catalytic converter theft cases in the City of Beaumont have gone unsolved, which is fundamentally unacceptable for the citizens of the City of Beaumont; and

WHEREAS, the citizens of Beaumont and the Beaumont Police Department are in need of legislation for multiple reasons including, but not limited to: (1) deterrence by establishing zero-tolerance for catalytic converter thefts, (2) sanctions for possessing stolen catalytic converters, (3) preventing criminals from profiting from the sale and recycling of stolen catalytic converters, (4) providing indirect justice to the victims of catalytic converters whose cases will go unsolved, (5) reducing Part I crime statistics which have been substantially negatively impacted by catalytic

converter thefts, and (6) minimizing the fiscal and personnel impact on the City of Beaumont invested in deterring and investigating catalytic converter thefts; and

WHEREAS, individuals who are in possession of stolen catalytic converters recycle them for substantial profit while victims of these thefts suffer tremendous consequences of paying thousands of dollars in repairs, the inconvenience of repairing their vehicles, and feeling unsafe in the community; and

WHEREAS, this Ordinance is necessary to provide the City of Beaumont Police Department clearly established legal authority to protect the public and deter this criminal activity.

NOW, THEREFORE, the City Council of the City of Beaumont DOES HEREBY ORDAIN as follows:

SECTION 1. The above recitals are true and correct and incorporated herein.

SECTION 2. Section 9.42 of the Beaumont Municipal Code is hereby added to read in its entirety as follows:

Section _____

UNLAWFUL POSSESSION OF A CATALYTIC CONVERTER

Sec. 9.42 - Unlawful Possession of a Catalytic Converter.

- A. It shall be unlawful to possess any catalytic converter that is not attached to a vehicle unless the possessor has valid documentation or other proof verifying they are in lawful possession of the catalytic converter.
- B. It shall be unlawful for any person to falsify or cause to be falsified any information in any documentation intended to show valid proof of ownership or possession of a catalytic converter.
- B. For purposes of this section, "lawful possession" includes being the lawful owner of the catalytic converter or in possession of the catalytic converter with the lawful owner's written consent. It is not required to prove the catalytic converter was stolen to establish the possession is not a "lawful possession."
- C. For purposes of this section, "documentation or other proof" means written document(s) that clearly identify the vehicle from which the catalytic converter originated and includes but is not limited to the following document types: bill of sale from the original owner with photographs of the original vehicle from which the catalytic converter was removed along with the name, address, telephone number and signature of the original vehicle owner authorizing removal of the catalytic converter; documentation from an auto-body shop proving the original vehicle owner from which the catalytic converter was removed relinquished the catalytic converter to the auto-body shop; verifiable electronic communication from the previous owner to the possessor relinquishing ownership of the catalytic converter; photographs of the vehicle from which the catalytic converter was removed clearly showing the vehicle's complete license plate number and complete vehicle identification number (VIN) with the catalytic converter containing the

identical etched license plate number or vehicle identification number. The validity of "documentation or other proof" is based on the totality of the circumstances.

- D. Each and every violation of this section shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the Beaumont Municipal Code. Each and every catalytic converter unlawfully possessed is a separate violation of this section.
- E. Each and every violation of this section shall constitute a misdemeanor and upon conviction shall be subject to a fine not to exceed \$1,000 or imprisonment in the county jail for a period of not more than six months as set forth in Section 1.16.020 of this Code, or by both such fine and imprisonment.
- F. The remedies provided herein are not to be construed as exclusive remedies. The City is authorized to pursue any proceedings or remedies provided by law.

SECTION 3. This Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines because there is no possibility that this Ordinance or its implementation would have a significant negative effect on the environment. (14 Cal. Code Regs. § 15061(b)(3).) City staff shall cause a Notice of Exemption to be filed as authorized by CEQA and the State CEQA Guidelines.

SECTION 4. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 5. The City Clerk shall certify to the passage of this Ordinance and this Ordinance shall be published as required by law and shall take effect as provided by law.

INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Beaumont, California, held on the 3rd day of October 2023, by the following roll call vote:

AYES:

NOES

ABSENT:

ABSTAIN

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Beaumont, California, held on the __th day of October 2023, by the following roll call vote:

AYES:

NOES

ABSENT:

ABSTAIN

Julio Martinez, Mayor

ATTEST:

(SEAL)

Nicole Wheelwright, Deputy City Clerk

APPROVED AS TO FORM:

John Pinkney, City Attorney



Staff Report

TO: City Council
FROM: Christina Taylor, Deputy City Manager
DATE: November 7, 2023
SUBJECT: Second Reading of Proposed Amendments to Beaumont Municipal Code Chapter 17.07 Signs and Chapter 8.50 Outdoor Lighting

Description Modification to Beaumont Municipal Code Chapter 17.07 Signs for compliance with recent case law pertaining to non-commercial signage and other proposed changes. Modification to Chapter 8.50 Outdoor Lighting for consistency with the Sign Code.

Background and Analysis:

This is the second reading of the proposed amendments. The first reading was approved by City Council at its regular meeting of October 17, 2023. This item was originally advertised concurrently for Planning Commission on September 27, 2023, and City Council, with a hearing date of October 3, 2023. The Planning Commission meeting on September 27, 2023, did not have a quorum to act on the proposal. The item was continued to the October 11, 2023, Planning Commission date where the Commission forwarded a recommendation of approval to the City Council.

City Council has held a number of discussions regarding proposed changes to the Sign Code. At these meetings, City Council directed staff to research and make specific changes to the Municipal Code Chapter 17.07 Signs and Chapter 8.50 Outdoor Lighting.

Previous City Council Action:

On July 20, 2021, based on the directives of the Supreme Court, City Staff provided to City Council background on the U.S. Supreme Court holding in *Reed v. Town of Gilbert* and its impact on sign ordinances. In coordination with the City Attorney, City Staff drafted proposed changes to Municipal Code Section 17.07 Signs to amend the regulations to comply with the U.S. Supreme Court case.

At that meeting, City Council provided further direction to City staff to make edits on proposed changes to Section 17.07 and bring it back for review. Specifically, Council recommended changes to the non-commercial signs in the right-of-way.

On April 4, 2023, City Council discussed the proposed changes to non-commercial signs within the municipal code and provided direction to staff. The changes included clarifying existing regulations and practices, removing unnecessary definitions or types of signs, and expanding the definition section of the document to assist with code interpretations.

On July 18, 2023, additional discussion was held and direction provided to staff related to several sections of the sign code including non-commercial signs, electronic signs and commercial signage. Also included in the direction to staff were proposed amendments to the outdoor lighting section of the code to be reflective of and consistent with the proposed changes in the sign code.

On September 5, 2023, staff presented the proposed changes, incorporating the direction received from Council for both signage and outdoor lighting. The redline and clean version of each section are included at Attachment C and Attachment D to this report.

The proposed amendments to non-commercial signage are necessary for compliance based on Supreme Court case law. Other proposed changes include updating the objectives and definitions, streamlining the sections on manufacturing and commercial standards, and updating the section on sign programs and language related to electronic billboards.

Fiscal Impact:

The cost to prepare this staff report is approximately \$250.

Recommended Action:

Waive the second full reading and adopt by title only an ordinance of the City Council of the City of Beaumont California Amending Chapter 17.07 Signs of the Beaumont Municipal Code; and

Waive the second full reading and adopt by title only an ordinance of the City Council of the City of Beaumont California Amending Chapter 8.50 Outdoor Lighting of the Beaumont Municipal Code.

Attachments:

- A. Sign Code Ordinance
- B. Outdoor Lighting Ordinance
- C. Sign Code Redline

- D. Outdoor Lighting Code Redline
- E. Sign Code Clean
- F. Non-Commercial Signs Map
- G. Public Notice

ORDINANCE NO.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF BEAUMONT, CALIFORNIA,
AMENDING CHAPTER 8.50 “OUTDOOR LIGHTING”, OF THE BEAUMONT
MUNICIPAL CODE.**

WHEREAS, the City Council desires to amend the Signs section of the Beaumont Municipal Code to clarify language and comply with current case law; and

WHEREAS, the City has proposed to amend Chapter 17.07 “Signs” to establish consistent standards for noncommercial signage and electronic signs in the Beaumont Municipal Code; and

WHEREAS, duly noticed public hearing was conducted on this matter as required by law by the Planning Commission on September 27, 2023; and

WHEREAS, the Planning Commission recommends that the City Council approve the proposed amendments to the Municipal Code Chapters; and

WHEREAS, following the Planning Commission’s recommendation, the City Council has approved the amendment to Chapter 17.07 “Signs” to establish consistent standards for noncommercial signage and electronic signs in the Beaumont Municipal Code; and

WHEREAS, duly noticed public hearing was conducted on this matter as required by law by the City Council on October 3, 2023; and

WHEREAS, the City Council of the City of Beaumont has reviewed the reasons for the recommendation of approval by the Planning Commission as described above;

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

SECTION 1: The City Council hereby finds that the amendment to Chapter 17.07 “Signs” to establish consistent sign standards in the Beaumont Municipal Code, is consistent with the adopted policies in the Beaumont Municipal Code and the General Plan of the City of Beaumont.

SECTION 2: The amendment of Chapter 17.07 “Signs”, attached hereto as Exhibit "A", is hereby approved.

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

SECTION 4: This Ordinance shall take effect thirty (30) days after its final passage and within fifteen (15) days after its passage the City Clerk shall cause a summary to be published in a newspaper of general circulation, printed and published in the City of Beaumont, in a manner prescribed by law for publishing of ordinances of said City.

MOVED AND PASSED upon first reading this 3rd day of October, 2023, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

MOVED, PASSED AND ADOPTED this 17th day of October, 2023, upon second reading by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Julio Martinez, Mayor

Attest: _____

Nicole Wheelwright, Deputy City Clerk

Approved as to form:

John O. Pinkney, City Attorney

ORDINANCE NO.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF BEAUMONT, CALIFORNIA,
AMENDING CHAPTER 8.50 “OUTDOOR LIGHTING”, OF THE BEAUMONT
MUNICIPAL CODE.**

WHEREAS, the City Council desires to amend the outdoor lighting section of the Beaumont Municipal Code to clarify language and provide consistency with other sections of the municipal code; and

WHEREAS, the City has proposed to amend Chapter 8.50 “Outdoor Lighting” to establish consistent standards for electronic signage lighting in the Beaumont Municipal Code; and

WHEREAS, duly noticed public hearing was conducted on this matter as required by law by the Planning Commission on September 27, 2023; and

WHEREAS, the Planning Commission recommends that the City Council approve the proposed amendments to the Municipal Code Chapters; and

WHEREAS, following the Planning Commission’s recommendation, the City Council has approved the amendment to Chapter 8.50 “Outdoor Lighting” to establish consistent standards for electronic signage lighting in the Beaumont Municipal Code; and

WHEREAS, duly noticed public hearing was conducted on this matter as required by law by the City Council on October 3, 2023; and

WHEREAS, the City Council of the City of Beaumont has reviewed the reasons for the recommendation of approval by the Planning Commission as described above;

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

SECTION 1: The City Council hereby finds that the amendment to Chapter 8.50 “Outdoor Lighting” to establish consistent standards for electronic signage lighting in the Beaumont Municipal Code, is consistent with the adopted policies in the Beaumont Municipal Code and the General Plan of the City of Beaumont.

SECTION 2: The amendment of Chapter 8.50 “Outdoor Lighting”, attached hereto as Exhibit "A", is hereby approved.

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

SECTION 4: This Ordinance shall take effect thirty (30) days after its final passage and within fifteen (15) days after its passage the City Clerk shall cause a summary to be published in a newspaper of general circulation, printed and published in the City of Beaumont, in a manner prescribed by law for publishing of ordinances of said City.

MOVED AND PASSED upon first reading this 3rd day of October, 2023, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

MOVED, PASSED AND ADOPTED this 17th day of October, 2023, upon second reading by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Julio Martinez, Mayor

Attest: _____

Nicole Wheelwright, Deputy City Clerk

Approved as to form:

John O. Pinkney, City Attorney

Chapter 17.07 - SIGNS

17.07.010 - Purpose, needs, and goal interest served.

It is the purpose of this Chapter to make the City attractive to residents, visitors and commercial, industrial and professional businesses while maintaining economic stability and vitality through an attractive signing program.

- A. *Recognition of Needs; Goals.* The City recognizes the need for signs as a means to identify businesses and other necessary and beneficial activities within the community. The City finds that signage is an important design element of the physical environment. Provisions consistent with the goals and objectives of the community are necessary to ensure that the special character and image that the community is striving for can be attained while serving business and other needs in the community. The City is striving to provide an economically stable and visually attractive community through high quality site planning, building designs, landscaping and signage. As a planned architectural feature, a sign can be pleasing and can harmonize with the physical character of its environment. Proper controls can achieve this goal and will make the City a more attractive place to live, work and shop.
- B. *Interests Served.* The City enacts this Chapter to serve many important governmental, City and community interests, which include but are not limited to: community aesthetics and the promotion of the visual appeal of the City, promotion of economic activity, and the promotion of safety for motorists and pedestrians.
- C. *Authority.* The City enacts this Chapter pursuant to the authority granted by the State Legislature and codified as Government Code section 65850, and federal laws, including such provisions requiring the display of specified signs or information.

17.07.020- - Objectives.

The objectives of this section chapter are:

- ~~1. To allow for signage which is effective to direct persons to various activities and enterprises, in order to provide for public convenience;~~
- ~~1. 2. To provide a reasonable system of controls for signs, to ensure the development of a high quality visual and functional environment;~~
- ~~2. 3. To encourage signs which are well designed and pleasing in appearance;~~
- ~~4. To encourage a desirable urban character which has a minimum of overhead clutter;~~
- ~~5. To enhance the economic value of the community and each area thereof by reasonably limiting the size, number, location, design and illumination of signs;~~
- ~~6. To encourage signs which are compatible with on-site and adjacent land uses;~~
- ~~7. To help facilitate the establishment of identifiable special areas and enclaves in the community and to enhance important historic elements in such areas;~~
- ~~3. 8. To preclude potential traffic and safety hazards through good signing;~~
- ~~9. To protect the general public health, safety and welfare of the community;~~
- ~~4. 10. To regulate signs in a manner consistent with the General Plan; and,~~
- ~~5. 11. To regulate signs in a manner consistent with the free speech rights guaranteed by the First Amendment to the United States Constitution and the liberty of speech and related provisions of the California Constitution.; and~~

(Ord. No. 1128, § 2(Exh. B), 12-1-2020)

-
6. [Recognize that commercial and residential areas within the City have different regulatory needs due to their inherent characteristics and may require different sign regulations based on the respective land uses, and that aesthetic impacts based on sign size, illumination, and placement may create a greater public nuisance in residential neighborhood areas than in commercial areas.](#)

17.07.030 - Basic policies

The policies stated in this section apply to all signs within the regulatory scope of this Chapter, and to all provisions of this Chapter, notwithstanding any more specific provisions to the contrary.

- [A.](#) ~~A.~~ *Enforcement Authority.* The Community Development Director is authorized and directed to enforce the provisions of this Chapter. The Director may designate one or more representatives of the department to implement the provisions of this Chapter.
- [B.](#) ~~B.~~ *Permits When Required.* No sign may be constructed, mounted, or displayed in the City unless the same is duly permitted pursuant to this Chapter, or is exempt from permitting, either pursuant to this Chapter or by other applicable law. In addition to the requirements of this Chapter, all signs constructed, mounted or displayed within the City must also satisfy all applicable safety codes (building, electrical, plumbing, grading, etc.) and all applicable requirements of other bodies of law.
- [C.](#) ~~C.~~ *Message Neutrality.* It is the City's policy to regulate signs in a constitutional manner, which is content neutral as to noncommercial signs and viewpoint neutral as to commercial signs. [Notwithstanding the remaining sections in this Chapter, this Chapter shall in all instances be administered and enforced to be consistent with the law established by the Supreme Court in *Reed v. Town of Gilbert* \(2015\) 576 U.S. 155. The Director is authorized to grant administrative variances as necessary to ensure that this chapter is administered in a manner consistent with *Reed v. Town of Gilbert*. Furthermore, no enforcement of this Chapter shall occur without the Director's review and approval that such enforcement would not be impermissibly content based and would be consistent with federal and state constitutions and laws.](#)
- [D.](#) ~~D.~~ *Message Substitution Policy.* Subject to the landowner's consent, any noncommercial message may be substituted, in whole or in part, for any duly permitted or allowed commercial message or any duly permitted or allowed noncommercial message, provided that the sign structure or mounting device is legal without consideration of message content. Such substitution of message may be made without any additional approval or permitting. This provision prevails over any more specific provision to the contrary within this Chapter. The purpose of this provision is to prevent any inadvertent favoring of commercial speech over noncommercial speech, or any favoring of any particular noncommercial message over any other noncommercial message. This provision does not create a right to increase the total amount of signage on a parcel; it does not allow the substitution of an offsite commercial message in place of an onsite commercial message, and it does not affect the requirement that a sign structure or mounting device be properly permitted [and maintained](#).
- [E.](#) ~~E.~~ *Regulatory Interpretations.* All regulatory interpretations of this Chapter are to be exercised in light of the City's message neutrality policy and message substitution policy. Where a particular type of sign is proposed in a permit application, and the type is neither expressly allowed nor prohibited by this Chapter, or whenever a sign does not qualify as a "structure" as defined in the California Building Code, then the Director shall approve, conditionally approve or disapprove the application based on the most similar sign type that is expressly regulated by this Chapter.
- [F.](#) ~~F.~~ *Rules for Non-Communicative Aspects of Signs.* All rules and regulations concerning the non-communicative aspects of signs, such as location, size, height,

illumination, spacing, orientation, etc., stand enforceable independently of any permit or approval process.

G. ~~G.~~ *Billboard Policy.*

1. Prohibition: The City Council finds that the City already has a sufficient number of ~~billboards~~Billboards to satisfy the community's needs for offsite commercial messages, and that any new or additional ~~billboards~~Billboards, which by their very nature cause serious esthetic harm, would negatively impact the appearance of the City. For these reasons, the City completely prohibits the construction, erection or use of any ~~billboards~~Billboards, other than those which legally exist in the City, or for which a valid permit has been issued and has not expired, as of the date on which this provision is first adopted. ~~This prohibition shall also apply to alterations, enlargements or conversions to digital displays (including changeable image displays that use light emitting diodes or functionally equivalent technologies) of legally existing billboards. The City adopts this policy pursuant to California Government Code section 65850, and California Business and Professions Code sections 5354(a) and 5408.3 (both effective January 1, 2003). No permit shall be issued for any billboard which violates this policy, and the City will take immediate abatement action against any billboard constructed, maintained, altered, enlarged or converted in violation of this policy. The City Council affirmatively declares that it would have adopted this billboard policy even if it were the only provision in this Chapter. The City Council intends for this billboard policy to be severable and separately enforceable even if other provision(s) of this Chapter may be declared, by a court of competent jurisdiction, to be unconstitutional, invalid or unenforceable. This provision does not prohibit agreements to relocate presently existing, legal billboards, as encouraged by California Business and Professions Code section 5412., except for the relocation of existing Billboards pursuant to this section~~

2. H. ~~H.~~ *Relocated Billboards:* Notwithstanding any other provision of this chapter, upon entry into a relocation agreement with the City in accordance with California Business and Professions Code Section 5412, the owner of an existing Billboard within the City may convert a static copy Billboard to an electronic Billboard, subject to approval of a permit application pursuant to Section 17.07.060 and subject to the requirements of Chapter 8.50 (Outdoor Lighting) of the Beaumont Municipal Code. Such agreements may be approved by resolution of the City Council upon terms that are agreeable to the City, pursuant to administrative guidelines, as adopted by a City Council resolution. The execution of a relocation agreement shall not operate to change the status of any Billboard as a nonconforming use for the purpose of this code.

H. *Mixed or Multiple Use Zones.* In any zone where both residential and non-residential uses are allowed, whether such zones are now existing or created in the future, the signage rights and responsibilities applicable to any particular use shall be determined as follows: residential uses shall be treated as if they were located in the residential usezone where that type of use would be allowed as a matter of right, and nonresidential uses shall be treated as if they were located in a zone where that particular use would be allowed, either as a matter of right or subject to a conditional use permit or similar discretionary process.

I. ~~I.~~ *Owner's Consent.* No sign may be displayed without the consent of the legal owner of the property on which the sign is constructed, mounted or displayed. For purposes of this policy, "owner" means the holder of the legal title to the property and all parties and persons holding a present right to possession, control or use of the property.

J. ~~J.~~ *Legal Nature of Signage Rights and Duties.* As to all signs attached to property, real or personal, the signage rights, duties and obligations arising from this Chapter attach

to and ~~travel~~run with the land or other property on which a sign is mounted or displayed. This provision does not modify or affect the law of fixtures, sign-related provisions in private leases regarding signs (so long as they are not in conflict with this Chapter unless stricter than this Chapter), or the ownership of sign structures.

~~K.~~ K. ~~—~~ *Preservation of Existing Rights and Duties.* This Chapter does not abrogate or supersede any easements, covenants, or other existing agreements that are more restrictive than the provisions of this Chapter.

~~L.~~ L. ~~—~~ *Sign Programs.* Sign programs for specific developments, as well as special sign districts or special sign overlay zones, or in specific plans of land uses, when approved as required by applicable law, may modify the rules stated herein as to sign size, height, illumination, spacing, orientation or other non-communicative aspects of signs, but may not override or modify any of these basic policies unless stricter than these basic policies. All the provisions of this section shall automatically apply to and be deemed a part of any sign program approved after the date on which this provision is initially adopted.

~~M.~~ M. ~~—~~ *Severance.* If any section, sentence, clause, phrase, word, portion or provision of this Chapter is held invalid ~~or~~, unconstitutional, or unenforceable, by any court of competent jurisdiction, such holding shall not affect, impair, or invalidate any other section, sentence, clause, phrase, word, portion, or provision of this Chapter which can be given effect without the invalid portion. In adopting this Chapter, the City Council affirmatively declares that it would have approved and adopted ~~the~~this Chapter even without any portion, which may be held invalid or unenforceable.

~~(Ord. No. 1128, § 2(Exh. B), 12-1-2020)~~

17.07.040 - Categorization of signs.

For purposes of this Chapter, signs within the City shall be classified in one or more of the following categories:

~~A.~~ A. ~~—~~ *Animated Sign.* A sign designed to attract attention through movement or the semblance of movement of the whole or any part including, but not limited to, signs which swing, twirl, move back and forth or up and down; or signs which change color or shades of color or any other method or device which suggests movement.

~~B. — Announcement or Bulletin Board Sign. Signs, permanent in character, designed and constructed to accept changeable copy, handbills, posters and other temporary materials of a similar nature.~~

~~C. — Awning Sign. A sign painted or printed on the exterior surface of and awning. An alternative to a wall sign, permitted as same.~~

~~B.~~ D. ~~—~~ *Banner-Banner Sign.* A fabric or fabric-like material on which an advertising message is painted or otherwise affixed.

~~C.~~ E. ~~—~~ *Billboard: Sign or Billboard.* A permanent sign structure ~~sign~~ used for the display of offsite commercial messages other than a directional sign, which directs attention to a business, commodity, service or entertainment conducted, sold or offered elsewhere than upon the premises where the sign is located, or to which it is affixed. Commercial copy on any Billboard Sign may be replaced with noncommercial copy.

~~F. — Construction Sign. A sign mounted on the site of a construction or remodeling project, for which a building permit is required and has been issued, displayed during the time period beginning with the issuance of the building permit and ending with the earliest of any of the~~

~~following: expiration of the building permit, issuance of a certificate of occupancy, certificate of completion, final inspection, or the functional equivalent of any of them.~~

- ~~D.~~ ~~G.~~—Commercial Sign. A sign displayed for the purpose of identifying a commercial message, or advertising a service, product, business or venture that is offered for trade or sale which can be located onsite or offsite.
- ~~E.~~ Directional Sign, on-site. A sign that provides directional giving directions, instructions, or facility information for drivers, pedestrians, and travelers, and which may contain the name or logo of an establishment but no advertising copy (e.g., parking, exit or entrance signs).
- ~~F.~~ ~~H.~~—Electronic Message Center Sign. A sign with the capability of presenting variable advertising message displays by projecting an electronically controlled light pattern against a contrasting background and which can be programmed to change the message display periodically. An electronic message center is neither an animated sign nor a simulated motion sign.
- ~~G.~~ ~~I.~~—Flag Sign. A device, generally made of fabric or flexible materials, (usually cloth, paper or plastic), which displays visual colors, images, or symbols, typically those of governments, religions, causes, or organizations, or specific business activities.
- ~~H.~~ ~~J.~~—Flashing Signs Sign. Lighted signs which disappear and reappear at periodic intervals, or are intermittently on and off, and which are placed so as to attract vehicular traffic with emphasis on the recurrence of lights. This definition includes beacons, searchlights, and klieg lights only when they are used for commercial purposes/messages.
- ~~I.~~ ~~K.~~—Freestanding Sign. A permanent sign anchored directly to the ground or supported by one or more posts, columns, or other vertical structures or supports, and not attached to or dependent for support from any building.
- ~~J.~~ Identification Sign. A sign whose copy is limited to the name and address of a building, institution, or person and/or to the activity or occupation being identified.
- ~~K.~~ Identification Sign (Residential). A freestanding or wall sign identifying a recognized subdivision, condominium complex, or residential development.
- ~~L.~~ Illuminated Sign. A sign with an artificial light source incorporated internally or externally for the purpose of illuminating the sign.
- ~~M.~~ Monument Sign. A sign with an overall height of six (6) feet or less, standing directly on the ground or on a base where the supporting poles or structures, if any, are covered from public view.
- ~~L.~~ ~~Nameplate~~. Signs identifying the occupant of the premises, the business and/or address.
- ~~N.~~ ~~M.~~—Noncommercial Sign. A sign that is displayed for the purpose of identifying a noncommercial message. The sign does not do any of the following: (1) advertise a product, business or service for profit and/or a business purpose; or (2) relate solely to economic interests. Noncommercial signs are not considered either off-site or on-site signs.
- ~~O.~~ Off-site sign Sign. A sign which advertises or informs related in any manner businesses, services, goods, persons or events at its subject matter to some location/premises or lot other than that upon the premises or lot on which the sign is located. The onsite/offsite distinction applies only to commercial messages.
- ~~N.~~ Painted sign. A sign painted or mounted on the exterior surface of a building or structure.
- ~~P.~~ ~~O.~~—On-site Sign. A sign related in its subject matter to the premises on which it is located, or to products, accommodations, services, or other activities on the premises.

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- Q. ~~Pennant.~~ A display device, usually triangular in shape and made of flexible materials, such as cloth, paper or plastic, used primarily to attract attention of passersby.
- R. ~~P.~~ ~~Permanent Sign.~~ A stationary sign permanently attached to the ground or to a structure.
- S. ~~Pole or Pylon Sign.~~ A sign with an overall height exceeding six (6) feet and supported by one or more poles or pylons attached directly into or upon the ground.
- T. ~~Q.~~ ~~Portable Sign.~~ A temporary sign designed and constructed so as to be easily moved. Such signs are usually not secured to a building or anchored to the ground. Common types include "A" frame signs, sandwich board signs, and sidewalk signs.
- U. ~~R.~~ ~~Poster Sign.~~ Any sign attached to the ground in a manner approved by the building official, which may be visible from adjacent streets or highways.
- ~~S. Projecting Sign. A sign which is suspended from or supported by a building or wall and which projects outward from such building or wall a distance of 12 inches or more. Contrast: wall sign.~~
- ~~T. Real Estate Sign. A sign which displays information regarding an economic exchange of which land or improvements thereon is the subject. Such signs are usually temporary in physical structure and display messages such as "for sale," "for rent," etc. A sign which announces vacancies at hotels, motels, and other places of short term accommodation are not within this definition.~~
- V. ~~U.~~ ~~Real Estate Sign.~~ A temporary sign advertising that a property or structure is for sale, lease, rent or exchange. The advertising contained on a real estate sign shall be limited to the following information: (1) that the property is for sale, lease, rent or exchange by the owner or his or her agent; (2) the property is in escrow or there is an "open house"; (3) directions to the property; and (4) the owner's or agent's name, address and telephone number.
- W. ~~Revolving Sign.~~ A sign or a portion thereof, which rotates or revolves.
- X. ~~V.~~ ~~Roof Sign.~~ A sign supported by or attached to or projecting through the roof of a building or structure, or projecting above the eave line or parapet wall of the building or structure.
- ~~W. Temporary Sign. A sign which, by virtue of its lightweight or flimsy construction, is not suitable for long term display. Common temporary signs include banners, pennant valances, streamers, advertising balloon, inflated or air activated advertising devices, search lights, beacons, moving stuffed animals, or advertising displays constructed of cloth, canvas, light fabric, plastic, paper, cardboard, wallboard, wood or other light or similar materials used for advertising purposes attached to or pinned on or from any structure, staff, pole, line, framing, vehicle or other object.~~
- Y. ~~X.~~ ~~Temporary Sign.~~ A sign structure or device used for the display of messages or images, which is easily installed and removed and which is not intended or suitable for long-term or permanent display due the sign construction, materials, placement, or installation. Temporary signs shall include noncommercial signs, real estate signs, yard or garage sale signs, construction signs, on-site temporary window signs displaying a commercial message, future tenant identification signs, commercial flags and banners for real estate sales and leasing, commercial flags on commercial, industrial, or agricultural properties, signs supported by and affixed to the ground by a wire frame or special event signs. Any sign not covered by this definition is a permanent sign and must comply with the applicable permanent sign regulations.

~~Z.~~ Z. *Under Canopy Sign.* A sign attached to the underside of a projecting canopy perpendicular to the building frontage, commonly used for identifying the land use at that location.

~~Y.~~ *Vehicle Signs.* Signs on or affixed to trucks, vans, automobiles, trailers, or other vehicles which advertise or provide direction to a use or activity not related to its lawful making of deliveries or sales of merchandise or rendering of service from such vehicles.

~~AA.~~ Z. *Wall Sign.* A sign which is in any manner affixed to any exterior wall of a building or structure, the exposed face of which is in a plane approximately parallel to the plane of the wall.

~~BB.~~ AA. *Window Sign.* A temporary sign painted, attached, glued or otherwise affixed to a window, which is easily visible from the exterior of the building.

~~(Ord. No. 1128, § 2(Exh. B), 12-1-2020)~~

17.07.050 - Definitions.

For purposes of this Chapter, the following words and phrases have the meanings stated in this section.

~~A.~~ A. *Administrator.* Same as Director.

~~B.~~ *Advertising Structure.* A structure of any kind or character erected or maintained for outdoor advertising purposes, upon which any poster bill, printing, painting or other advertisement of any kind whatsoever may be placed for advertising purposes.

~~B.~~ C. *Advertise.* Describe or draw attention to a product, service, or event in a public medium in order to promote sales or attendance.

~~C.~~ C. *Area of Sign.* The area of a sign shall include be calculated by multiplying the entire area within a series of rectangles (maximum four per visual plane) whose outermost borders are defined width by the outermost extent of any writing, representation, emblem, figure, character or separate length of the sign surface. When letters comprising a sign message are placed on a background or field which is different in color or materials from the architectural features of the building on which the sign is mounted, the sign area shall be calculated as the entire area comprising the overall sign feature face. In the case of a two-sided sign, the area shall be computed as including only the maximum largest single display surface which is visible from any ground position at one time. The supports or uprights on which any sign is supported should not be included in determining the sign area unless such supports or uprights are designed in such a manner as to form an integral background of the sign sign face. In the case of any cylindrical or spherical sign, the total area shall be computed on the total area of the surface of the sign.

~~D.~~ *Awning.* Either a fabric covered appendage, or a temporary collapsible shelter of noncombustible materials supported entirely from the exterior wall of a building and used to create shade. Such a device is considered a sign only when it is also used to display an image or message.

~~E.~~ *Canopy.* A fixed overhead shelter used as a roof, which may or may not be attached to a building. Such a device is also a sign only when it is also used to display an image or message.

~~F.~~ *Changeable Copy.* Sign display copy, which may be changed without altering the physical structure or mounting device of the sign itself.

~~D.~~ G. *Commercial Complex.* Any group of three or more commercial uses on a parcel or combination of contiguous parcels which are generally served either by common access

or common parking, or a large single commercial use occupying at least two and one-half acres with a minimum of 200 feet of street frontage.

- ~~E.~~ ~~H.~~ — *Commercial message*. A message displayed on a sign that primarily concerns business, commercial or economic interests, or which proposes an economic transaction. Commercial messages may be onsite or offsite; however, the onsite/offsite distinction applies only to commercial messages.
- ~~F.~~ ~~I.~~ — *Graphic content of a sign surface designed to allow the changing of copy through manual, mechanical, or electrical means*.
- ~~G.~~ — *Development*. A building or buildings wherein two or more separate independently owned or operated establishments are located.
- ~~H.~~ ~~J.~~ — *Director*. The City's Community Development Director.
- ~~I.~~ ~~K.~~ — *Establishment*. Any non-residential use of land involving permanent structures or buildings.
- ~~J.~~ ~~L.~~ — *Face of Building*. The wall of a building, excluding any appurtenances, such as projecting fins, columns, pilasters, canopies, marquees, showcases or decorations, but including any required parapet wall.
- ~~K.~~ ~~M.~~ — *Frontage*. The length of a lot along a street or other principal public thoroughfare, but not including such length along an alley, railroad or freeway.
- ~~L.~~ ~~N.~~ — *Frontage of the Parcel*. On a lot with more than one frontage on a public street, the front footage of the parcel shall be determined by the measurement of the larger or largest frontage on a public street.
- ~~M.~~ ~~O.~~ — *Height of a sign*. The distance from the average ground level immediately surrounding the base of the sign to the top of its highest element, including any structural or architectural element. Landscape mounding shall not be used to artificially alter the height of a sign.
- ~~P.~~ — ~~*Hospital or Medical Center Complex*. Any group of medical or hospital buildings under single ownership on a parcel or combination of parcels that contain a minimum of 20 acres or more.~~
- ~~N.~~ ~~Q.~~ — *Industrial Complex*. Any group of three or more industrial uses on a parcel or combination of parcels which are generally served either by common access or common parking, or single industrial use occupying at least 100,000 square feet of floor area.
- ~~O.~~ ~~R.~~ — *Landscaped Planter*. An area specifically designated for plant materials that may be at, below or above grade.
- ~~P.~~ ~~S.~~ — *Line of Sight*. The point of visibility from the street to an object, e.g., sign. The longer the line of sight, the further the sign is visible from the street.
- ~~T.~~ — ~~*Luminous sign*. A sign that emits light.~~
- ~~U.~~ — ~~*Mansard Roof*. A sloped, decorative roof element attached to the face of a building wall.~~
- ~~Q.~~ ~~V.~~ — *Noncommercial message*. A message or image displayed on a sign which concerns matters not included within the definition of commercial message. ~~Noncommercial messages typically consist of expressions on the topics of politics, religion, philosophy, morals, and public controversies.~~ The onsite/offsite distinction applies only to commercial messages.

~~W. Off-site or off-premises sign. A sign whose message does not pertain or relate to the premises upon which the sign structure is mounted or constructed. The onsite/offsite distinction applies only to commercial messages.~~

~~X. On-site or on-premise. As pertaining to signs, a message which concerns or relates to the same premises as that upon which the sign is mounted or displayed. The onsite/offsite distinction applies only to commercial messages.~~

R. ~~Y.~~ Y. ~~Office Complex.~~ Any group of three or more office uses on a parcel or combination of parcels that are generally served either by common access or common parking.

S. ~~Z.~~ Z. ~~Primary Street Frontage.~~ The street frontage from which the majority of the pedestrian or vehicular traffic is drawn or toward which the building or buildings are oriented for primary visual impact. Each commercial complex or shopping center shall be allowed to designate only one primary street frontage, subject to approval of the Planning Department. Where no single street frontage can be identified as the primary street frontage, or in cases of dispute as to which street frontage is the primary street frontage, the Planning Director shall designate the primary street frontage in conjunction with the review of proposed signs.

T. ~~AA.~~ AA. ~~Relocated Billboard. An existing Billboard that is located in the City that is relocated through a City Council approved relocation agreement, including the replacement of a static Billboard face with an electronic message center. The relocated Billboard is not considered a new Billboard.~~

U. ~~BB.~~ BB. ~~Secondary Street Frontage.~~ A street frontage other than a primary street frontage.

V. ~~CC.~~ CC. ~~Shopping Center.~~ Same as commercial complex.

W. ~~DD.~~ DD. ~~Sign.~~ Any device, fixture, placard or structure, including its component parts, which draws attention to an object, product, place, activity, opinion, person, institution, organization, or place of business, or which identifies or promotes the interests of any person and which is to be viewed from any public street, road, highway, right-of-way or parking area. However, the following are not within the definition of "sign" for regulatory purposes of this Chapter:

a. ~~a.~~ a. ~~Interior signs: Signs or other visual communicative devices that are located entirely within a building or other enclosed structure and are not visible from the exterior thereof, provided the building or enclosed structure is otherwise legal;~~

b. ~~b.~~ b. ~~Architectural features: Decorative or architectural features of buildings (not including lettering, trademarks or moving parts);~~

c. ~~c.~~ c. ~~Symbols embedded in architecture: Symbols of noncommercial organizations or concepts including, but not limited to, religious or political symbols, when such are permanently integrated into the structure of a permanent building which is otherwise legal;~~

d. ~~d.~~ d. ~~Personal appearance: Items or devices of personal apparel, decoration or appearance, including tattoos, makeup, costumes (but not including commercial mascots);~~

e. ~~e.~~ e. ~~Manufacturers' marks: Marks on tangible products, which identify the maker, seller, provider or product, and which customarily remain attached to the product even after sale;~~

- ~~f.~~ f. ~~_____~~ f. ~~_____~~ Fireworks, etc.: the legal use of fireworks, candles and artificial lighting not otherwise regulated by this Chapter;
- ~~g.~~ g. ~~_____~~ g. ~~_____~~ Mass transit signage: Advertisements or banners mounted on trains or duly licensed mass transit vehicles that legally pass through the City;
- ~~h.~~ h. ~~_____~~ h. ~~_____~~ Certain insignia on vehicles and vessels: On street legal vehicles and properly licensed watercraft: license plates, license plate frames, registration insignia, commercial and noncommercial messages, messages relating to the business of which the vehicle or vessel is an instrument or tool (not including general advertising) and messages relating to the proposed sale, lease or exchange of the vehicle or vessel;
- ~~i.~~ i. ~~_____~~ i. ~~_____~~ Gravestones or grave markers ~~;~~ and
- ~~j.~~ j. ~~_____~~ j. ~~_____~~ Newsracks~~News racks~~ and newsstands.
- ~~X.~~ DD. ~~_____~~ DD. ~~_____~~ *Sign Structure.* The supports, uprights, bracings, guy rods, cables and other structural framework of a sign or outdoor display.
- ~~Y.~~ EE. ~~_____~~ EE. ~~_____~~ *Uniform Sign Program.* A detailed set of plans, specification and other information for signs in a commercial, industrial or office complex, a group of three or more businesses on a parcel or project site or for commercial recreation uses accompanied by drawings to scale as set forth in Section 17.07.060 C.
- ~~Z.~~ Window Area. ~~_____~~ Window Area. ~~_____~~ The total area of a window upon which signs, images or messages may be mounted. A group of window panes~~window panes~~ or panels can be considered one window if they are adjoining on the building face and are less than six inches apart.

~~(Ord. No. 1128, § 2(Exh. B), 12-1-2020)~~

17.07.060- Administration, permits, and appeals.

- ~~A.~~ A. ~~_____~~ A. ~~_____~~ *Sign Permit Required.* A sign permit shall be required prior to the placing, erecting, moving or reconstructing of any sign in the City, unless the subject sign is expressly exempted from the permit requirement by this Chapter or other applicable law. Signs requiring a permit shall comply with the provisions of this Chapter and all other applicable laws and ordinances.
- ~~B.~~ B. ~~_____~~ B. ~~_____~~ *Permit—Method of Application.* An application for a sign permit shall be made on forms as prescribed by the Director. Such an application shall be filed with the Planning Department. The application shall be accompanied by any fees or bonds as specified by City Council resolution.
- ~~C.~~ C. ~~_____~~ C. ~~_____~~ *Permit Application—Contents.* A sign permit application shall contain the location by street and number of the proposed sign structure, as well as the name and address of the owner and the sign contractor or erector. Three copies of the plans, fully dimensioned, shall be filed with the application, including:
 - ~~1.~~ 1. ~~_____~~ 1. ~~_____~~ Plot plan, fully dimensioned, showing location of all buildings and improvements and the location of each proposed sign together with the location, size and height of all existing signs on the premises/site. The street frontage shall be clearly indicated on the plan.

~~(Supp. No. 7, Update 3)~~

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2. ~~2.~~ Elevation plan, fully dimensioned, showing height and size of each proposed sign, colors, method of illumination and materials of construction, and if a wall sign, the exact location on the face of the building.

3. ~~3.~~ Structural and electrical plans, details and circulationscalculations prepared and signed by an engineer or architect registered in the State. Such details shall be required when the area of the sign exceeds five (5) square feet and the height of the sign exceeds six (6) feet.

4. ~~4.~~ A statement by the owner of the proposed sign as to whether the sign is to display commercial or noncommercial messages, or both, and whether the display face will be permanent, changeable, or a permanent structure with changeable elements. If the proposed sign is to be used to display commercial messages, then the applicant shall also state whether the message is to be onsite or offsite.

D. ~~D.~~ *Purpose and Method of Review.* The purpose of a permit is to ensure compliance with the provisions of this Chapter. After receipt of a complete sign application, the Director shall render a decision to approve, approve with modifications or conditions, or deny the sign request within 4530 working days. Unless the applicant waives time, failure of the Director to issue a written decision within 4530 working days shall constitute denial of the application. Such a review shall ensure that any sign proposal is in conformance with this Chapter and is consistent with its intent and purpose. In the event that the application is approved with modifications or conditions, those requirements shall not be based upon the proposed message content, sign copy, or design of the visual display of the sign.

E. ~~E.~~ *Appeals.* All sign permit applications shall be initially reviewed by the Director. When the Director issues a decision on a sign permit application, or when the time for doing so has expired without a written decision, then the applicant or any concerned person may appeal first to the Planning Commission and then to the City Council. Appeal is effected by filing a written notice thereof with the City Clerk, and paying the applicable appeal fee as set by Resolution of the City Council. In each case, written notice of appeal must be filed with the City Clerk within ten days of when the decision was delivered or sent to applicant and all known concerned persons, or the last day on which a decision should have been timely rendered. In each case, the appellate body must conduct a hearing and consider evidence, and render a written decision within 30 days. In the cases of appeal to the Planning Commission and the City Council, the hearing must follow normal procedures for agendizingagenizing and giving public notice. Unless time is waived by the applicant, any permit or approval on which the City does not render a definite decision within the required time shall be deemed denied, and the time for appeal or filing judicial review shall commence on the last date on which the City could have issued a decision.

F. ~~F.~~ *Judicial Review.* Following final decision by the City Council, any concerned person may seek judicial review of the final decision on a sign permit application pursuant to California Code of Civil Procedure section 1094.8.

G. ~~G.~~ *Multiple Sign Applications.* When an application proposes two or more signs, the application may be granted either in whole or in part, with separate decisions as to each proposed sign. When an application is denied in whole or in part, the Director's written notice of determination shall specify the grounds for such denial.

H. ~~H.~~ *Revocation or Cancellation.* The Director shall revoke any approval upon refusal of the holder thereof to comply with the provisions of this Chapter and/or the terms or

conditions of any permit, after written notice of noncompliance and at least 15 days opportunity to cure.

I. ~~I.~~ *Permits Issued in Error.* Any approval or permit issued in error may be summarily revoked at any time before substantial work in reliance upon the permit has been accomplished, by the City upon written notice to the holder of the reason for the revocation.

J. ~~J.~~ *Interpretation of Provisions.* Whenever the application of this Chapter is uncertain, the Director may refer the matter to the Planning Commission for determination. All interpretations are to be made in light of the Basic Policies section (17.07.030) of this Chapter.

K. ~~K.~~ *Variances.* Applications for a variance from the terms of this Chapter shall be reviewed by the Planning Commission according to the variance procedures set forth in the Zoning Ordinance; however, variances shall be considered without reference to the proposed content, copy, or message of the proposed sign (other than the onsite/offsite distinction for commercial messages).

L. ~~L.~~ *Uniform Sign Program.* All applications for approval of signs in a ~~shopping center,~~ commercial, industrial or office complex, a group of three or more businesses on a parcel or project site or for commercial recreation uses shall be submitted in the form of Uniform Sign Program accompanied by ~~sketches and drawings to scale and dimensions showing details of construction, including connections and electrical plans, if any, and shall delineate the typical size, shape, design, material, coloring, lettering, lighting and position of the signage in relationship to the building form or place where it will be displayed. Scaled sketches of existing signs on the premises shall accompany the application~~ plans as set forth in Section 17.07.060 C.

M. ~~M.~~ *Motorists' Line of Sight.* All sign locations shall be safe for traffic sight purposes. A sight distance study may be required with each monument or pylon sign being proposed in the Uniform Sign Program when located next to any right-of-way, sidewalk, driveway, or as designated by the Community Development Director.

N. ~~N.~~ *Program Approval.* All sign programs shall be filed and reviewed as provided in this Chapter. Such Uniform Sign Programs shall be developed in full compliance with the requirements of this Chapter. No sign shall be installed which does not conform to the approved Uniform Sign Program.

(Ord. No. 1128, § 2(Exh. B), 12-1-2020)

17.07.070- General provisions.

A. ~~A.~~ *Interpretation.*

1. ~~1.~~ This chapter is not intended to, and does not, restrict speech on the basis of its content, viewpoint, or message.
2. ~~2.~~ Any classification of signs in this chapter that permits speech by reason of the type of sign, identity of the sign owner, or otherwise, shall also be interpreted to allow noncommercial messages on the sign.
3. ~~3.~~ No part of this chapter may be construed to favor commercial messages over noncommercial messages.
4. ~~4.~~ To the extent any provision of this chapter is ambiguous, the terms shall be interpreted not to regulate on the basis of the content of the message.

(Supp. No. 7, Update 3)

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B. Signs Exempt Signs from Sign Permits. Subject to the qualifications and conditions stated in this section, the following signs are exempt from the application, permit and fee requirements of this Chapter. However, the exemption from the sign permit requirement does not exempt the proposed sign from safety uniform code permitting, such as on Title 15, including but not limited to building, electrical, plumbing, and grading permits, etc.

1. 1. Permanent window signs not exceeding four (4) square feet and limited to business identification, hours of operation, address and emergency information only;
2. Real estate signs not exceeding four square feet in area of five feet in height, maximum one sign per parcel or lot, provided it is unlit and is removed within 15 days after the close of escrow or the rental or lease has been accomplished;
3. Contractor or construction signs: One sign shall be permitted on a construction or remodeling site. The sign may not exceed 32 square feet unless a larger sign is required by another body of law, in which case the smallest sign conforming to the law shall be used. The construction sign may not exceed eight feet in overall height and shall be set back from the property line by at least ten feet. Construction signs must be removed at the earliest of issuance of certificate of occupancy, certificate of completion, or final inspection check off, or their functional equivalent.
4. Future tenant identification sign: Future tenant identification signs may be placed on vacant or developing property to advertise the future use of the property and where this information may be obtained. Such sign shall be limited to one per street frontage and to a maximum of 32 square feet in area and eight feet in overall height for parcels containing ten acres or less. For parcels greater than ten acres, one sign is permitted for every 600 feet of street frontage and is limited to 64 square feet in area per side and 15 feet in overall height. Such signs may also be placed along the freeway at 1,000-foot intervals, not to exceed 150 square feet in area per side and 20 feet in overall height. Further, such signs shall be placed no less than ten feet from any property line. Any such sign shall be removed upon completion of such project;
5. Real estate signs on industrial, commercial or agricultural property: One sign per street frontage not to exceed 32 square feet; no such sign shall exceed eight feet in overall height and shall be set back from the property line at least ten feet. Where a property has in excess of 600 linear feet of frontage, one additional sign is permitted for each 600 linear feet of street frontage.
6. Real estate signs on residential properties: one sign not exceeding eight square feet in area per display face, not more than two display faces, maximum height five feet, setback from the property line at least five feet.
7. Memorial tablets, plaques, or directional signs for community historical resources, installed by a recognized historical society or civic organization;
 2. 8. Commercial temporary signs used to direct persons to open houses and real estate sales as provided in Section 17.07.080.B(1).
 3. Commercial temporary signs for construction or remodeling sites as provided in Section 17.07.080.B(4).
 4. Commercial temporary signs for future tenant identification as provided in Section 17.07.080.B(5).

5. ~~Directional signs, on-site, not exceeding to exceed~~ three (3) square feet in ~~sign area~~;
 6. ~~9.~~ Residential building identification signs used to identify individual residences and not exceeding two (2) square feet;
 7. ~~10.~~ Official and legal notices issued by the court, public body, person or officer in performance of his public duty or in giving any legal notice;
 8. ~~11.~~ Directional, warning, identification, or informational signs or structures required or authorized by law or by federal, State, County or City authority;
12. ~~Flags. Flags~~ Temporary Commercial flags on commercial, industrial, or agricultural properties:
- a. ~~Maximum number of flags for property less than one acre: three; maximum height of flag poles: 30 feet; maximum area of each flag: 60 square feet (measured one side only).~~
 - b. ~~Maximum number of flags for property one acre or larger: six; maximum height of flag poles: 30 feet; maximum area of each flag: 60 square feet (measured one side only)~~
 9. ~~c.~~ Flags on residential properties less than 3/4 acre: maximum number of flags: three; maximum number of flag poles: one; maximum height of flag poles: 20 feet; maximum area of each flag: 40 square feet (measured one side only). No flags displaying commercial messages, images or symbols may be displayed as provided in residential zones. Section 17.07.080.B(7).
 - d. ~~Flags on residential properties 3/4 acre or larger: maximum number of flags: three; maximum number of flag poles: one; maximum height of flag poles: 30 feet; maximum area of each flag: 40 square feet (measured one side only). No flags displaying commercial messages, images or symbols may be displayed in residential zones.~~
10. ~~13.~~ Signs of public utility companies, indicating danger or which serve as an aid to public safety or which show location of underground facilities or public telephones;
 11. ~~14.~~ Safety signs on construction sites;
 12. ~~15.~~ Political etc. Temporary Signs displaying political or other with noncommercial messages may be displayed on private property, except for special event signs as provided in any zone at any time under the message substitution policy of this Chapter. Section 17.07.080.A.
- a. ~~In residential zones and on legal residential uses, in addition to the flag allowance, On-site temporary or permanent signs displaying political or other noncommercial messages may be displayed at any time subject to:~~
 1. ~~Maximum number of signs: not limited~~
 2. ~~Maximum size of any one side (measured one side only): ten square feet.~~
 3. ~~Maximum area of all signs combined: 20 square feet.~~
 4. ~~Maximum height: six feet.~~
 5. ~~Placement shall be at least five feet from any sidewalk, property line or driveway and shall not obstruct any line of sight for traffic.~~

- ~~b. In Commercial or industrial zones and on legal commercial or industrial uses on land one-half acre or less, temporary or permanent signs displaying political or other noncommercial messages may be displayed at any time subject to:

 - ~~1. Maximum number of signs: not limited~~
 - ~~2. Maximum size of any one side (measured one side only): ten square feet.~~
 - ~~3. Maximum area of all signs combined: 20 square feet.~~
 - ~~4. Maximum height: six feet.~~
 - ~~5. Placement shall be at least five feet from any sidewalk, property line or driveway and shall not obstruct any line of sight for traffic.~~~~
- ~~c. In Commercial or industrial zones and on legal commercial or industrial uses on land over one-half acre, temporary or permanent signs displaying political or other noncommercial messages may be displayed at any time subject to:

 - ~~1. Maximum number of signs: not limited~~
 - ~~2. Maximum size of any one side (measured one side only): 16 square feet.~~
 - ~~3. Maximum area of all signs combined: 64 square feet.~~
 - ~~4. Maximum height: eight feet.~~
 - ~~5. Placement shall be at least five feet from any sidewalk, property line or driveway and shall not obstruct any line of sight for traffic.~~~~
- ~~d. These limits on size, number and total area (but not height or placement) may be doubled during the time period which commences 45 days before and ends ten days after any general or special election.~~
- ~~13. 16. Temporary window signs for any establishment displaying a commercial message in a commercial zone, and for commercial uses in industrial or industrial/business park zones when approved as part of a Uniform Sign Program, are allowed without permit subject to: as provided in Section 17.07.080.B(2).~~
 - ~~a. Maximum window sign: 30 percent of the window area (on multi-story buildings, only the windows on the first floor may be counted), but in no event shall window signs exceed 150 square feet per street frontage.~~
 - ~~b. The placement of the sign shall be located on the first floor only on multi-story buildings and shall not exceed 20 feet in height above finished grade on one-story buildings.~~
 - ~~c. No temporary window sign shall be displayed continuously for more than 30 days.~~
- ~~14. 17. Paper signs, which advertise "weekly specials", and similar signs which are rotated on a regular basis, shall have a fastening device for a more permanent look.~~
- ~~15. 18. Residential Temporary signs with a commercial message for garage or yard sale signs are allowed without permit subject to the following requirements: as provided in Section 17.07.080.B(3).~~
 - ~~a. A permit for the garage and yard sale shall be obtained prior to the erection of any signs for such event.~~
 - ~~b. A maximum of three signs are permitted.~~

~~16. c. Commercial flags and banners in conjunction with approved residential subdivision sales office or a commercial sales or leasing office, or an industrial sales or leasing office as provided in Section 17.07.80.B(6).~~

~~Signs shall be limited to a maximum size of three square feet each.~~

~~17. d. Signs shall only be placed on private property, and not in the public right-of-way or on utility poles, as provided in Section 17.07.090(E).~~

~~e. Signs shall only be erected on the day of the event as permitted and shall be removed at sunset each day.~~

~~C. B. Prohibited Signs.~~ The signs described in this subsection are prohibited, unless some other more specific provision in this Chapter or other applicable law makes them allowable, either by permit or exemption from the permit requirement.

~~1. 1. Roof signs;~~

~~2. 2. Flashing signs, except time and temperature signs;~~

~~3. 3. Animated signs;~~

~~4. 4. Revolving signs;~~

~~5. 5. Portable signs;~~

~~6. 6. Off-site commercial signs on permanent structures;~~

~~7. 7. Signs blocking doors or fire escapes;~~

~~8. 8. Light bulb strings and exposed tubing, except for temporary uses such as Christmas tree lots;~~

~~9. 9. Banners, flags, pennants and balloons, except for special events as provided for in this Chapter; as allowed under subsection B above~~

~~10. 10. Inflatable signs or signs designed to be air activated, floated or flown, including balloons used for commercial advertising purposes, kites or other serial signs that are made of any electrically conducive material;~~

~~11. 11. Signs, posters, and advertisements, etc., attached to utility poles, shall be prohibited;~~

~~12. 12. Exposed raceways; and~~

~~13. Billboards, except for relocated Billboards. See 17.07.030(G).~~

~~D. Roof Signs. Roof signs may be used only in the event no other signing alternatives are available. C. Roof Signs. Roof signs may be used only in the event no other signing alternatives are available.~~ Roof signs may be ~~permitted~~ issued a permit by the Director if architecturally designed and built into the roof structure. Such design shall be compatible in design and materials with the building.

~~E. D. Signs Related to Inoperative Establishments.~~ Signs promoting activities or establishments which are no longer in operation shall be removed from the premises or the sign copy shall be removed or obliterated within ~~60~~45 days after the premises has been vacated ~~or the use abandoned~~. Any such sign not removed within the specified time shall constitute a nuisance and shall be subject to removal under the provisions of this Chapter.

~~F. E. Enforcement, Penalties and Abatement.~~

1. ~~1.~~ Any violation of this Chapter shall be deemed to be a continuing violation until the violation has been corrected.
2. ~~2.~~ Violation of any of the provisions of this section shall constitute a nuisance and a Zoning ordinance violation.
3. ~~3.~~ Notwithstanding any other provision of this Chapter, the City Attorney, upon the direction of the City Council, may commence an action in a court of competent jurisdiction to obtain an injunction prohibiting the construction, erection, maintenance or display, or requiring the removal, of any sign that is in violation of any of the provisions of this section. In any such action, the City shall be entitled to recover its costs and its reasonable attorney's fees.
4. ~~4.~~ The owner or other person entitled to possession of a sign which is removed, stored and/or destroyed pursuant to any provision of this section shall be liable to the City for the cost of the removal, storage and/or destruction of the sign and the City may recover the same through an action commenced in a court of competent jurisdiction together with the City's court costs and reasonable attorney's fees.
5. ~~5.~~ Any illegal sign within the public right-of-way is found and declared to be a public nuisance, and such sign may be abated by the City as follows:

~~a. If the address of the owner or other person entitled to possession of the sign is known, notice of the City's intention to remove and destroy the sign, stating the date after which sign will be removed and destroyed, shall be mailed to the owner or other person entitled to possession by certified mail, return receipt requested at least ten days before the date. If the address of the owner or other person entitled to possession is not known, the notice shall be affixed in a conspicuous place on said sign at least ten days before the date. The notice shall also set forth the provisions of this section.~~

~~A. b. If the address of the owner or other person entitled to possession of the sign is known, notice of the City's intention to remove and destroy the sign, stating the date after which sign will be removed and destroyed, shall be mailed to the owner or other person entitled to possession by certified mail, return receipt requested at least ten days before the date. If the address of the owner or other person entitled to possession is not known, the notice shall be affixed in a conspicuous place on said sign at least ten days before the date. The notice shall also set forth the provisions of this section.~~

~~B. The owner or other person entitled to possession of the sign may, before the removal date stated in the notice, file a written request for hearing with the Planning Department. The request shall identify the sign and its location, state the name and address of the owner or other person entitled to possession and set forth in detail the contentions/legal basis as to why the sign should not be removed and destroyed.~~

~~C. e. If a request for hearing is filed under subsection b, the Planning Commission shall hear the matter at a regularly scheduled meeting held not more than 30 days thereafter. After the hearing, the Planning Commission shall determine whether or not the sign is an illegal sign within the public right-of-way. The written decision of the Planning Commission shall be rendered within ten (10) days after the hearing and a copy of the decision shall be mailed to the owner or other person entitled to~~

possession within seven days thereafter. Unless a notice of appeal is filed as provided for in this Chapter, the decision of the Planning Commission shall become final ten days after mailing.

~~d. The owner or other person entitled to possession may file a notice of appeal with the City Clerk within ten days after the date of mailing of the Planning Commission's decision. If a timely notice of appeal is filed, the matter shall be heard by the City Council at a regular meeting scheduled not more than 30 days thereafter. After hearing, the City Council shall determine whether or not the sign is an illegal sign within the public right-of-way. The written decision of the City Council shall be rendered within ten days after the hearing and a copy of the decision shall be mailed to the owner or other person entitled to possession within seven days thereafter. The decision of the City Council becomes final ten days after mailing.~~

~~D. e. The owner or other person entitled to possession may file a notice of appeal with the City Clerk within ten days after the date of mailing of the Planning Commission's decision. If a timely notice of appeal is filed, the matter shall be heard by the City Council at a regular meeting scheduled not more than 30 days thereafter. After hearing, the City Council shall determine whether or not the sign is an illegal sign within the public right-of-way. The written decision of the City Council shall be rendered within ten days after the hearing and a copy of the decision shall be mailed to the owner or other person entitled to possession within seven days thereafter. The decision of the City Council becomes final ten days after mailing.~~

~~E. Unless the owner or other person entitled to possession of the sign, on or before the removal date stated in the notice described in this section, files a written request for hearing with the Planning Department, the City may, at any time after said date, remove and destroy the sign. If a written request for hearing is filed then upon any final decision of the Planning Commission or the City Council determining that the sign is an illegal sign within the public right-of-way, the City may remove and destroy the sign.~~

~~F. f. Notwithstanding any provision of this Chapter to the contrary, any illegal sign within the public right-of-way which constitutes a hazard to pedestrian or vehicular traffic may be removed immediately and stored by the City, at the expense of the owner, or other person entitled to possession, pending completion of the notification and hearing procedures set forth in this section.~~

~~G. F. Construction and Maintenance of Signs.~~

- ~~1. Every sign and all parts, portions, and materials shall be manufactured, assembled and erected in compliance with all applicable State, federal, and City regulations, the Uniform Building Code and the National Electrical Code.~~
- ~~2. Every sign and all parts, portions and materials shall be maintained and kept in proper repair. The display surface of all signs shall be kept clean, neatly painted and free from rust and corrosion. Any cracked, broken surfaces, malfunctioning lights, missing sign copy or other unmentioned or damaged portion of a sign shall be repaired or replaced within 30 days following notification by the City. Noncompliance with such a request will constitute a zoning violation and will be enforced as such.~~

~~G. — *Flags (real estate sales and leasing).* Commercial flags and banners are permitted in conjunction with an approved residential subdivision sales office or a commercial sales or leasing office, or an industrial sales or leasing office. Such flags shall conform to the following provisions:~~

- ~~1. — A maximum of six may be used.~~
- ~~2. — The flags or banners shall be no higher than 15 feet.~~
- ~~3. — The flags or banners shall be displayed in the immediate vicinity of the sales/leasing office. In no case shall the flags be allowed within the public right-of-way.~~
- ~~4. — In the case of a residential subdivision office, the flags may be maintained as long as a valid operating permit for the sales office remains in effect.~~
- ~~5. — In the case of a commercial office or industrial sales or leasing office, the flags may be maintained until 75 percent of the spaces have been leased.~~
- ~~6. — The maximum size of any one flag shall not exceed 15 square feet. All flags shall be maintained in good condition; torn or worn flags shall be replaced.~~

~~H. — *Roof Signs.* Roof signs may be used only in the event no other signing alternatives are available. Roof signs may be permitted if architecturally designed and built into the roof structure. Such design shall be compatible in design and materials with the building.~~

~~I. — *Inoperative establishments.* Signs pertaining to activities or businesses which are no longer in operation shall be removed from the premises or the sign copy shall be removed or obliterated within 60 days after the premises has been vacated. Any such sign not removed within the specified time shall constitute a nuisance and shall be subject to removal under the provisions of this chapter.~~

~~J. — *Enforcement, penalties and abatement.*~~

- ~~1. — Any violation of the provisions of this section shall be deemed to be a continuing violation until the violation has been corrected.~~
- ~~2. — A violation of any of the provisions of this section shall constitute a nuisance and a zoning ordinance violation.~~
- ~~3. — Notwithstanding any other provision of this section, the City Attorney, upon the order of the City Council, may commence an action in a court of competent jurisdiction to obtain an injunction prohibiting the construction, erection, maintenance or display, or requiring the removal, of any sign that is in violation of any of the provisions of this section. In any such action, the City shall be entitled to recover its costs and its reasonable attorney's fees.~~
- ~~4. — The owner or other person entitled to possession of a sign which is removed, stored and/or destroyed pursuant to any provision of this section shall be liable to the City for the cost of the removal, storage and/or destruction and the City may recover the same through an action commenced in a court of competent jurisdiction together with the City's court costs and reasonable attorney's fees.~~
- ~~5. — Any illegal sign within the public right-of-way is found and declared to be a public nuisance, and such sign may be abated by the City as follows:~~

~~A. — a. — If the address of the owner or other person entitled to possession of the sign is known, notice of the City's intention to remove and destroy the sign, stating the date after which sign will be removed and destroyed, shall be mailed to the owner or other person entitled to possession by certified mail, return receipt requested at least ten days before the date. If~~

~~the address of the owner or other person entitled to possession is not known, the notice shall be affixed in a conspicuous place on said sign at least ten days before the date. The notice shall also set forth the provisions of this section.~~

- ~~b. The owner or other person entitled to possession of the sign may, before the removal date stated in the notice, file a written request for hearing with the Planning Department. The request shall identify the sign and its location, state the name and address of the owner or other person entitled to possession and set forth in detail the contentions why the sign should not be removed and destroyed.~~
- ~~c. If a request for hearing is filed, the Planning Commission shall hear the matter at a regularly scheduled meeting held not more than 30 days thereafter. After the hearing, the Planning Commission shall determine whether or not the sign is an illegal sign within the public right-of-way. The written decision of the Planning Commission shall be rendered within ten days after the hearing and a copy of the decision shall be mailed to the owner or other person entitled to possession within seven days thereafter. Unless a notice of appeal is filed as provided for in this chapter, the decision of the Planning Commission shall become final ten days after mailing.~~
 - ~~A. d. The owner or other person entitled to possession may file a notice of appeal with the City Clerk within ten days after the date of mailing of the Planning Commission's decision. If a timely notice of appeal is filed, the matter shall be heard by the City Council at a regular meeting scheduled not more than 30 days thereafter. After hearing, the City Council shall determine whether or not the sign is an illegal sign within the public right-of-way. The written decision of the City Council shall be rendered within ten days after the hearing and a copy of the decision shall be mailed to the owner or other person entitled to possession within seven days thereafter. The decision of the City Council becomes final ten days after mailing.~~
- ~~e. Unless the owner or other person entitled to possession of the sign, on or before the removal date stated in the notice described in this section, files a written request for hearing with the Planning Department, the City may, at any time after said date, remove and destroy the sign. If a written request for hearing is filed then upon any final decision of the Planning Commission or the City Council determining that the sign is an illegal sign within the public right-of-way, the City may remove and destroy the sign.~~
- ~~f. Notwithstanding any provision of this chapter to the contrary, any illegal sign within the public right-of-way which constitutes a hazard to pedestrian or vehicular traffic may be removed immediately and stored by the City, at the expense of the owner, or other person entitled to possession, pending completion of the notification and hearing procedures set forth in this section.~~

~~K. Construction and Maintenance of Signs.~~

- ~~1. 1. *Code compliance.* Every sign and all parts, portions, and materials shall be manufactured, assembled and erected in compliance with all applicable state, federal, and City regulations, the uniform building code and the national electrical code city laws and regulations, including but not limited to the permitting requirements contained in Title 15 relating to Buildings and Construction.~~
- ~~2. 2. *Maintenance.* Every sign and all parts, portions and materials shall be maintained and kept in proper repair, a first-class condition. The display surface of all signs shall be kept clean, neatly painted and free from rust and corrosion and~~

graffiti. Any cracked, broken surfaces, malfunctioning lights, missing sign copy or other unmentioned or damaged portion of a sign shall be repaired or replaced within 30 days following notification by the City. Noncompliance with such a request will constitute a zoning violation and will be enforced as such by the city.

(Ord. No. 1128, § 2(Exh. B), 12-1-2020)

17.07.080 – Temporary Signs ~~permitted in all zones.~~

A. The following temporary signs are allowed:

A. Noncommercial Temporary Signs. Noncommercial temporary signs are not considered either on-site and off-site and are subject to the following regulations:

<u>NONCOMMERCIAL TEMPORARY SIGNS</u>	
<u>Sign Criteria</u>	<u>Limitation</u>
<u>Signs in Residential Zones, Legal Residential Uses, Commercial or Industrial Zones, and on Legal Commercial or Industrial Uses on Land One-Half (1/2) Acre or Less</u>	
<u>Sign Quantity:</u>	<u>Not Limited</u>
<u>Maximum Size of Any One Side (measured one side only):</u>	<u>10 square feet</u>
<u>Maximum Area of All Signs Combined:</u>	<u>20 square feet</u>
<u>Maximum Height:</u>	<u>6 feet</u>
<u>Placement:</u>	<u>At least 5 feet from edge of curb or street pavement if no curb exists and shall not obstruct pedestrian traffic or line of sight for vehicle traffic</u>
<u>Time limitations:</u>	<u>Period not to exceed 60 days. Any time a temporary noncommercial sign is removed, it shall not be replaced by the same or other temporary sign for a period of not less than 90 consecutive days.</u>
<u>Sign Permit Required:</u>	<u>No</u>
<u>Signs in Commercial or Industrial Zones and on Legal Commercial or Industrial Uses on Land Over One-Half (1/2) Acre</u>	
<u>Sign Quantity:</u>	<u>Not limited</u>
<u>Maximum Size of Any One Side (measured one side only):</u>	<u>16 square feet</u>

NONCOMMERCIAL TEMPORARY SIGNS	
<u>Sign Criteria</u>	<u>Limitation</u>
<u>Maximum Area of All Signs Combined:</u>	<u>64 square feet</u>
<u>Maximum Height:</u>	<u>8 feet</u>
<u>Placement:</u>	<u>At least 5 feet from edge of curb or street pavement if no curb exists and shall not obstruct pedestrian traffic or line of sight for vehicle traffic</u>
<u>Time limitations:</u>	<u>Period not to exceed 60 days. Any time a temporary noncommercial sign is removed, it shall not be replaced by the same or other temporary sign for a period of not less than 90 consecutive days.</u>
<u>Sign Permit Required:</u>	<u>No</u>

B. Commercial Temporary Signs. Commercial temporary signs distinguish between on-site and off-site and are subject to the following regulations:

COMMERCIAL TEMPORARY SIGNS	
<u>Sign Criteria</u>	<u>Limitation</u>
<u>(1) Real Estate Signs for Sale, Lease, or Rent (Signs on Residential Properties)</u>	
<u>Sign Quantity:</u>	<u>1 sign per parcel or lot</u>
<u>Total Area Per Display Face:</u>	<u>Not to exceed 8 square feet</u>
<u>Total Display Faces:</u>	<u>2</u>
<u>Maximum Height:</u>	<u>5 feet</u>
<u>Setback from Property Line:</u>	<u>At least 5 feet</u>
<u>Time Limitation:</u>	<u>Shall be removed within 15 days of the sale, rental, or lease of the property</u>
<u>Sign Permit Required:</u>	<u>No</u>
<u>(2) Real Estate Signs for Sale, Lease, or Rent (Signs on Industrial, Commercial or Agricultural Properties)</u>	
<u>Sign Quantity:</u>	<u>1 sign per street frontage (Exception: Where a property has in excess of 600 linear feet of</u>

COMMERCIAL TEMPORARY SIGNS	
<u>Sign Criteria</u>	<u>Limitation</u>
	<u>frontage, one (1) additional sign is permitted for each 600 linear feet of street frontage)</u>
<u>Total Area Per Display Face:</u>	<u>Not to exceed 32 square feet</u>
<u>Maximum Height:</u>	<u>8 feet</u>
<u>Setback from Property Line:</u>	<u>At least 10 feet</u>
<u>Time Limitation:</u>	<u>Shall be removed within 15 days of the sale, rental, or lease of the property</u>
<u>Sign Permit Required:</u>	<u>No</u>
<u>(3) On-Site Temporary Window Signs Displaying a Commercial Message (Commercial zone, and for Commercial Uses in Industrial or Industrial/Business Park Zones When Approved as Part of a Uniform Sign Program)</u>	
<u>Window Area:</u>	<u>30 percent (on multi-story buildings, only the windows on the first floor may be counted), but in no event shall window signs exceed 150 square feet per street frontage</u>
<u>Placement:</u>	<u>First floor only on multi-story buildings</u>
<u>Maximum Height:</u>	<u>20 feet in height above finished grade on one-story buildings</u>
<u>Time Limitation:</u>	<u>45 days</u>
<u>Sign Permit Required:</u>	<u>No</u>
<u>(4) Garage and Yard Sale Signs</u>	
<u>Sign Quantity:</u>	<u>3</u>
<u>Maximum Size:</u>	<u>3 square feet</u>
<u>Placement:</u>	<u>Placed on private property, and not in the public right-of-way or on utility poles</u>
<u>Time Limitation:</u>	<u>Erected on the day of the event as permitted and removed at sunset of each such day.</u>

COMMERCIAL TEMPORARY SIGNS	
<u>Sign Criteria</u>	<u>Limitation</u>
<u>Sign Permit Required:</u>	<u>No</u>
<u>(5) Construction Signs</u>	
<u>Sign Quantity:</u>	<u>1 sign per project</u>
<u>Zone:</u>	<u>Any district</u>
<u>Maximum Size:</u>	<u>32 square feet (unless a larger sign is required by another body of law, in which case the smallest sign conforming to the law shall be used)</u>
<u>Maximum Height:</u>	<u>8 feet</u>
<u>Placement:</u>	<u>Set back from the property line by at least 10 feet</u>
<u>Time Limitation:</u>	<u>Removed at the earliest of issuance of certificate of occupancy, certificate of completion, or final inspection check off, or their functional equivalent or upon abandonment of project.</u>
<u>Sign Permit Required:</u>	<u>No</u>
<u>(6) Future Tenant Identification Signs (Parcels 10 Acres or Less)</u>	
<u>Sign Quantity:</u>	<u>1 per street frontage</u>
<u>Maximum Area:</u>	<u>32 square feet</u>
<u>Maximum Height:</u>	<u>8 feet</u>
<u>Placement:</u>	<u>Placed no less than 10 feet from any property line</u>
<u>Time Limitations:</u>	<u>Removed upon completion of project</u>
<u>Sign Permit Required:</u>	<u>No</u>
<u>(7) Future Tenant Identification Signs (Parcels Greater than 10 Acres)</u>	
<u>Sign Quantity:</u>	<u>1 sign for every 600 feet of street frontage</u>
<u>Maximum area:</u>	<u>64 square feet per side</u>
<u>Maximum Height:</u>	<u>15 feet</u>

COMMERCIAL TEMPORARY SIGNS	
<u>Sign Criteria</u>	<u>Limitation</u>
<u>Placement:</u>	<u>Placed no less than 10 feet from any property line; placed along the freeway at 1,000-foot intervals, not to exceed 150 square feet in area per side and 20 feet in overall height</u>
<u>Time Limitations:</u>	<u>Removed upon completion of project</u>
<u>Sign Permit Required:</u>	<u>No</u>
<u>(8) Commercial Flags and Banners for Real Estate Sales and Leasing With an Approved Residential Subdivision Sales Office or a Commercial Sales or Leasing Office, or an Industrial Sales or Leasing Office</u>	
<u>Sign Quantity:</u>	<u>6</u>
<u>Maximum Size:</u>	<u>15 square feet</u>
<u>Maximum Height:</u>	<u>15 feet</u>
<u>Placement:</u>	<u>Displayed in the immediate vicinity of the sales/leasing office; not permitted within the public right-of-way.</u>
<u>Time Limitations:</u>	<u>Flags shall be maintained in good condition; torn or worn flags shall be replaced</u>
<u>Sign Permit Required:</u>	<u>No</u>
<u>Additional Requirements:</u>	<u>Residential subdivision office: Flags may be maintained as long as a valid operating permit for the sales office remains in effect;</u> <u>Commercial office or industrial sales or leasing office: Flags may be maintained until 75 percent of the spaces have been leased.</u>
<u>(9) Commercial Flags on Commercial, Industrial, or Agricultural Properties (Property Less Than One Acre)</u>	
<u>Sign Quantity:</u>	<u>3</u>
<u>Maximum Height:</u>	<u>30 feet</u>

COMMERCIAL TEMPORARY SIGNS	
<u>Sign Criteria</u>	<u>Limitation</u>
<u>Maximum Area:</u>	<u>60 square feet (measured one side only)</u>
<u>Sign Permit Required:</u>	<u>No</u>
<u>(10) Commercial Flags on Commercial, Industrial, or Agricultural Properties (Property One Acre or Larger)</u>	
<u>Sign Quantity:</u>	<u>6</u>
<u>Maximum Height:</u>	<u>30 feet</u>
<u>Maximum Area:</u>	<u>60 square feet (measured one side only)</u>
<u>Sign Permit Required:</u>	<u>No</u>

Temporary Signs for ~~Permitted Signs~~. Generally, Sign permits shall be issued for signs included under this section, provided the signs are in compliance with the qualifications stated in this section, and all other applicable laws and ordinances.

B. ~~Directional Signs~~.

1. ~~Private party directional signs shall be designed, constructed and mounted so as to be viewed from on site or from an area adjacent to the site by pedestrians or motorists while parking their automobile.~~
2. ~~Private party directional signs may not contain commercial advertising material.~~
3. ~~Private party directional signs are not be allowed within the public right of way.~~
4. ~~Private party directional signs shall not exceed four square feet in area, per side. In the case of a ground sign, the overall height shall not exceed four feet.~~

C. ~~C. Special Event Signs-Events~~.

1. ~~A special event sign is a sign associated with a single event or series of events that occur on an infrequent or sporadic basis, and takes place at a specific location in which the public is encouraged or invited to watch, listen, participate, or purchase goods and/or services, including, but not limited to, the following:~~
 - a) ~~Commercial sales, including grand openings and pre- and post-holiday sales;~~
 - b) ~~Arts and craft shows, trade shows, antique shows, and other similar events;~~
 - c) ~~Carnivals, fairs, festivals, circuses, and similar activities;~~
 - d) ~~Outdoor shows, concerts, and exhibitions;~~
 - e) ~~Community events; and~~

f) Annual events.

2. Special event signs shall be permitted when they comply with the provisions of this subsection. ~~Such signs are permitted for a limited period of time in any zoning district in connection with a special temporary event, such as (by way of example and not limitation), grand openings, parades, marches, demonstrations, carnivals, festivals, charitable events, special holiday season displays, etc., when such events comply with all applicable laws.~~ Applicants for a special event ~~sign~~sign shall submit a letter to the director that describes the proposed event by location, area and time duration. The application shall be processed in the same manner, and subject to the same appellate procedures, as an application for a sign permit. Special event sign permits ~~shall be limited~~are subject to the following ~~provisions~~regulations:

<u>TEMPORARY SIGNS FOR SPECIAL EVENTS</u>	
<u>Sign Criteria</u>	<u>Limitation</u>
<u>Sign Quantity:</u>	<u>1 (may be in the form of a banner or pennant)</u>
<u>Maximum Area:</u>	<u>50 square feet in area (measured one side)</u>
<u>Maximum Height:</u>	<u>10 feet</u>
<u>Zone:</u>	<u>Any district</u>
<u>Time Limitation:</u>	<u>Taken down with 7 days of the event</u>
<u>Sign Permit Required:</u>	<u>Yes</u>

17.07.090 - Signs permitted in all zones.

Permitted Signs. 1. ~~No more than one special event sign shall be permitted per special event and may be in the form of a banner or pennant.~~

2. ~~The special event sign shall be a maximum of 50 square feet in area (measured one side) and shall be no higher than ten feet in the case of a ground sign.~~

3. ~~Special event signs shall be limited to cumulative total of 45 days per calendar year.~~

A. ~~D.~~ Generally, sign permits shall be issued for signs included under this section, provided the signs are in compliance with the regulations stated in this section, and all other applicable laws and ordinances.

B. Special Event Signs. See 17.07.080.C for applicable standards.

C. Permitted Signs—On-site Subdivision Commercial Signs. Onsite subdivisions may display commercial signs which conform to the following:

1. ~~1.~~ 1. ~~One temporary on-site subdivision commercial sign not to exceed 64 square feet total for two sides or 32 square feet for one each side and a total overall~~

height of 15 feet may be permitted on each primary street frontage of the property being subdivided, not to exceed two such signs for all phases of any subdivision (interior streets of the subdivision are not recognized as a main street frontage).

2. ~~2.~~ Such commercial signs shall be removed within ten (10) days from the date of the final sale of the land and/or residences.

3. ~~3.~~ SignsSuch commercial signs shall be maintained in good repair at all times.

4. ~~4.~~ A cash deposit of \$500.00 per sign shall be deposited with the sign application to ensure compliance with this section and removal of such sign. The deposit shall be refunded to the applicant upon sign removal by the applicant. If the City is forced to remove any signs, then the cost of removal shall be deducted from the deposit. Additional costs incurred by the City resulting from the removal of illegal signs shall be charged to the developer.

D. ~~E.~~ Permitted Signs—Temporary Subdivision Commercial Directional Signs, On-Site.
The following signs may be permitted in any zoning district subject to the provisions listed:

1. ~~1.~~ A maximum of six (6) signs may be used to lead customers to the site.

2. ~~2.~~ SignsCommercial signs shall be no larger than 600 square inches and shall be grouped on a two-sided sign structure ~~as shown in exhibit A.~~ The City may, from time to time, develop or amend the design details for this sign structure.

3. ~~3.~~ ASuch a commercial sign structure shall be located not less than 600 feet from an existing or previously approved sign site. Further, each sign may only contain the name of the subdivision, and a directional arrow ~~as shown on exhibit B.~~

4. ~~4.~~ The placement of each commercial sign structure shall be reviewed and approved by the Planning Director, who shall base the decision on non-communicative aspects of the sign.

5. ~~5.~~ SignsCommercial signs placed on private property shall require the written consent of the property owner, to be filed with the Community Development Director prior to issuance of a permit. Signs in the public right-of-way shall be reviewed and approved by the Public Works Director prior to issuance of the sign permit and shall require approval of an encroachmentPlanning Director prior to issuance of a permit.

6. ~~6.~~ A sign location plan shall be prepared showing the site of each commercial directional sign, on-site and shall be submitted to the Planning Departmentplanning department prior to the issuance of a sign permit.

7. ~~7.~~ Any such commercial sign approved for a particular subdivision within the City shall not be changed to advertise another subdivision.

8. ~~8.~~ There shall be no additions, tag signs, streamers, devices, display boards, or appurtenance added to the sign as originally approved. Further, no other directional signing may be used, such as posters or trailer signs.

9. ~~9.~~ All nonconforming subdivision commercial signs associated with the subdivision in question must be removed prior to the issuance of a new sign permit.

10. ~~10.~~ A \$500.00 cash deposit shall be placed with the City to ensure compliance with this subsection. Any sign placed contrary to the provisions of this section may

be removed by the City and the cost of removal shall be deducted from the deposit. Additional costs incurred by the City resulting from the removal of illegal signs shall be charged to the developer.

~~11.~~ 11. — The commercial sign(s) may remain on display only until the subdivision is sold out.

~~E.~~ F. — Signs on the Public Right-of-Way. Signs on the public right-of-way, ~~except where required by a governmental agency, shall require an encroachment permit and~~ are limited to ~~political or other noncommercial messages. The encroachment permit shall be on a form as provided by the City with information as deemed fit by the City Manager or designee to review compliance with section. A maximum of six encroachments per calendar year are permitted per applicant, organization, or candidate. The maximum time limit for Temporary noncommercial signs to be on display is 30~~ may be displayed for a period not to exceed 60 days. Any time a temporary noncommercial sign is removed in the public right-of-way, it shall not be replaced by the same or other temporary sign for a period of not less than 90 consecutive days.

~~1.~~ 1. — Signs that are 24" × 18" or 432 square inches and under have the following requirements:

~~a.~~ a. — Maximum number of signs: 50.

~~b.~~ b. — Maximum size: 24" × 18" or 432 square inches.

~~c.~~ c. — Placement requirements: Signs shall be placed a minimum of one foot from edge of sidewalk and shall not obstruct pedestrian traffic and a minimum of five~~three (3)~~ feet from edge of curb or street pavement if no curb exists; No signs shall be placed in lawn areas, parks, medians, civic center, CRC, or other government buildings; signs shall not be attached to fences, and shall not obstruct pedestrian traffic or line of sight for vehicle traffic control posts, utility poles, or bus shelters; Signs shall be limited to one sign per block of street in each direction of travel in developed areas and limited to one sign per one-quarter mile spacing in each direction of travel for undeveloped areas.

~~2.~~ 2. — Signs that are over 24" × 18" or 432 square inches have the following requirements:

~~a.~~ a. — Maximum number of signs: 8.

~~b.~~ b. — Maximum size: 48" × 48".

~~c.~~ c. — Placement requirements: Signs shall be placed a minimum of one foot from edge of sidewalk and shall not obstruct pedestrian traffic and a minimum of five feet from edge of curb or street pavement if; no curb exists; No signs shall be placed in lawn areas, parks, medians, civic center, CRC, or other government buildings; signs shall not be attached to fences, traffic control posts, utility poles, or bus shelters; Signs shall be limited to one sign per block of street in each direction of travel; no signs shall be placed in grassy areas that are to be mowed or landscaped. Signs shall only be placed in areas identified in the map below.

~~d.~~ d. — Applicant shall submit insurance naming the City as additionally insured in an amount as required by the City Manager.

(~~Ord. No. 1128, § 2(Exh. B), 12-1-2020~~)

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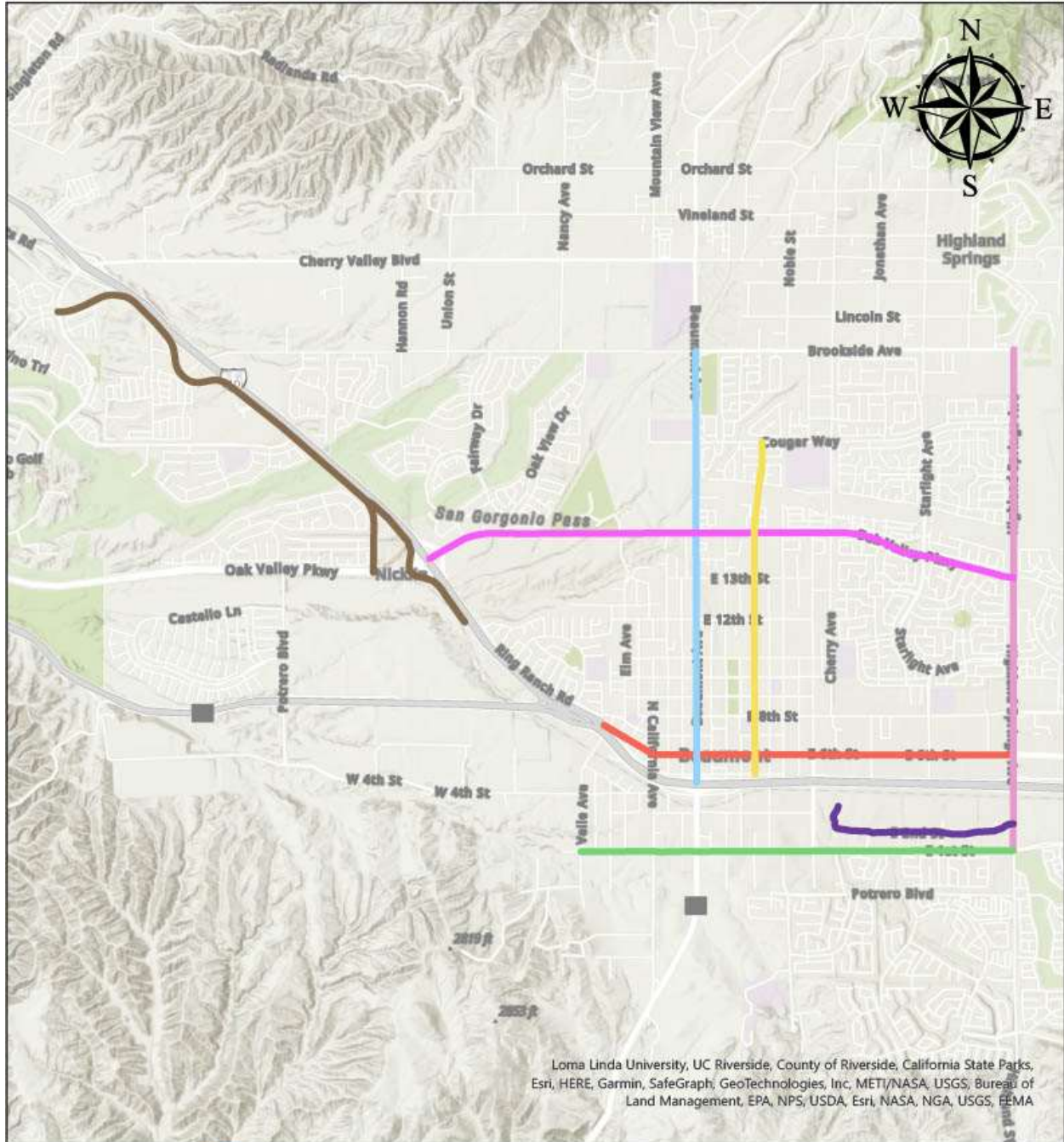
(Supp. No. 7, Update 3)

Page

30

~~of 43~~

Page 99 of 662



Streets

- 1st Street
- 2nd Street
- 6th Street
- Desert Lawn
- Highland Springs
- Oak Valley Pkwy
- Palm Ave

17.07.090-100 - Signs in recreation, open space, residential and agricultural zones.

- A. A.** *R-C (Recreation-Conservation) Zone.* Signs in the R-C Zone shall be limited to ~~"for sale"~~**commercial temporary** signs in accordance with Section 17.07.070080.B(1) of this Chapter and the following signs for commercial recreation uses, subject to approval of a Uniform Sign Program as described in Section 17.07.060.L.
- 1. 1.** ~~One monument sign~~**Monument Sign** for each street frontage, limited to five ~~(5)~~ feet in height and 32 square feet in size.
 - 2. 2.** Building mounted signage not exceeding ten ~~(10)~~ percent for any building wall.
- B. B.** *Residential Zones.* The following signs shall be permitted in residential zoning districts:
- 1. 1.** *Single-Family Residential Zone (R-SF).* ~~Real estate for sale~~**Commercial temporary** signs, and identification signs in accordance with Section 17.07.070.A(2) of this Chapter, ~~080.B(1)~~, and noncommercial **temporary** signs per Section 17.07.070080.A(15).
 - 2. 2.** *Multi-Family Residential Zone (R-MF).*
 - a. a.** ~~Real estate for sale~~**Commercial temporary** signs in accordance with Section 17.07.070.A(2080.B(1)) of this Chapter.
 - b. b.** A maximum of two signs indicating the name of the multiple-family dwelling, apartment or dwelling group shall be permitted. Such signs may include ~~monument signs~~**Monument Signs** not exceeding six ~~(6)~~ feet in height and/or wall-mounted signs. The total area of each sign shall not exceed four ~~(4)~~ square feet for less than 12 units, or 12 square feet for 12 or more units. Signs attached to the wall of the building shall not extend above the roof or eave line. Such sign may project 12 inches maximum from the building face. Identification signs may be illuminated, either internally or externally; provided, that all lights are directed away from public rights-of-way and adjacent properties.
 - c. c.** An illuminated directory sign shall be provided at each entrance of all multi-family complexes with more than 12 dwelling units. Directory signs shall provide a diagrammatic representation of the complex in accordance with the requirements of the Fire Department
 - d. d.** Noncommercial **temporary** signs per Section 17.07.070080.A(15) of this Chapter.
- C. C.** *Rural Residential (R-R) Zone.*
- 1. 1.** ~~Real estate for sales~~**Commercial temporary** signs and identification signs in accordance with Section 17.07.070.A(2080.B(1)) of this Chapter.
 - 2. 2.** Signs for produce sales, subject to approval of a Uniform Sign Program in accordance with Section 17.07.060.L of this Chapter.
 - 3. 3.** Noncommercial **temporary** signs per Section 17.07.070080.A(2) of this Chapter.

~~D.~~ D. ~~Traditional Neighborhood Residential (R-TN) Zone.~~ The R-SF Zone sign standards shall apply to single-family dwellings, and the R-MF Zone sign standards shall apply to multiple-family dwellings.

~~(Ord. No. 1128, § 2(Exh. B), 12-1-2020)~~

17.07.095-105 - Signs in urban village zone.

A. ~~A.~~ ~~Urban Village Zone.~~ The R-MF Zone sign standards shall apply to multiple-family dwellings, and commercial zone sign standards (Section 17.07.110-120) shall apply to commercial uses.

~~(Ord. No. 1128, § 2(Exh. B), 12-1-2020)~~

17.07.110 17.07.100- Signs in manufacturing zones, industrial complexes and business parks.

B. ~~A.~~ ~~M (Manufacturing) M Zone, Industrial complexes and business parks.~~

1. ~~1.~~ ~~Permitted Signs.~~ The following signs are specifically permitted for manufacturing zones, industrial complexes, and business parks subject to the approval of a UniformedUniform Sign Program in accordance with Section 17.07.060 ~~B.L~~ of this Chapter:

a. ~~a.~~ ~~Wall Signs.~~ One (1) wall sign is permitted for each wall face of the establishment, up to a maximum of four (4) wall signs. If said signs display commercial images or messages, they shall qualify as "onsite" commercial messages. In no case shall the total sign area of any unit or building exceed one (1) square foot of sign area for each linear foot of the unit's or buildings primary frontage. In no event shall the area of any one wall sign exceed 100 square feet. Wall signs shall not occupy more than 70 percent of the storefront or unit width. A wall sign may not project any of its height above the roof, eave line or parapet of the wall upon which it is mounted.

b. ~~b.~~ ~~Monument Signs.~~ One monument sign(1) Monument Sign not to exceed 30 square feet in sign area may be permitted ~~to identify separate businesses or uses in the industrial complex.~~ The monument signMonument Sign structure shall not exceed six (6) feet in height. Additional monument signsMonument Signs may be permitted on parcels having more than one (1) frontage if the signs are located at least 300 feet apart. Monument signs shall be placed in a landscaped area or planter of not less than 250 square feet and shall be located a minimum of five (5) feet from any right-of-way, sidewalk or driveway.

c. ~~c.~~ ~~Pylon Sign.~~ One pylon sign not to exceed 100 square feet in sign area will be permitted to identify separate business or uses in the industrial complex. The pylon sign structure shall not exceed 20 feet in height. Pylon signs shall be placed in a landscaped area or planter of not less than 250 square feet. Pylon signs shall be a minimum of five (5) feet from any right-of-way, sidewalk or driveway.

d. ~~d.~~ ~~Commercial Directional Signs, On-Site.~~ A maximum of two (2) on-site directional signs per drive approach each not to exceed a total of ten (10) square feet in area and four (4) feet in height.

2. 17.07.120 - Signs Permitted for Uses Not in an Industrial Complex commercial zones.

The standards and provisions contained in this section shall be applicable to the Commercial Neighborhood (C-N) and Community Commercial (C-C) zones.

A. Permitted signs in the C-N and C-C Zones within a commercial complex shall include:

- a. ~~Wall Signs: One wall sign is permit for each wall face of the establishment, provided: There are not more than four wall signs for any one establishment; if the display is used for a commercial message, then it must be onsite commercial; in no case shall the total sign area of any unit or building exceed one square foot of sign area for each linear foot of the unit's or building's primary frontage and shall not exceed 100 square feet per sign. A wall sign shall not occupy more than 70 percent of the storefront or unit width. A wall sign may not project any of its height above the roof, eave line or parapet of the wall upon which it is mounted.~~
- b. ~~Monument Signs: One monument sign not to exceed 30 square feet in sign area which may be permitted to identify a business. The monument sign structure shall not exceed six feet in height. Monument signs shall be placed in a landscaped area or planter of not less than 250 square feet and shall be a minimum of five feet from any right-of-way, sidewalk or driveway.~~
- c. ~~Pylon Signs: One pylon sign not to exceed 75 square feet in sign area will be permitted. The pylon sign structure shall not exceed 20 feet in height. Pylon signs for individual establishments which are not located within an industrial complex shall be subject to the approval of a sign permit by the Planning Commission, and shall require the applicant to demonstrate that the specific land use necessitates a pylon sign for visibility; in considering such an application, the Planning Commission shall consider only the non-communicative aspects of the sign. Pylon signs shall be placed in a landscaped area or planter of not less than 250 square feet and shall be a minimum of five feet from any right-of-way, sidewalk or driveway.~~
- d. ~~Directional Signs: A maximum of two on-site directional signs per drive approach each not to exceed a total of ten square feet in area and four feet in height.~~

B. ~~Special Signage Requires for Business Parks.~~

~~Wall Signs: One (1. Permitted Signs: The following signs are permitted for industrial complexes, subject to the approval of a Uniform Sign Program in accordance with this Chapter:~~

- a. ~~Wall Signs: One) wall sign is permitted for each wall face of the establishment provided there are not more than four (4) wall signs for any one establishment. All if used to display a commercial messages on such signsmessage, the sign must qualify as onsiteon-site. In no case shall the total sign area of any unit or building exceed one (1) square foot of sign area for each linear foot of the unit's or building's primary frontage and shall not exceed 100 square feet per sign. Wall signs shall not occupy more than 70 percent of the storefront or unit width. Sign copy for all wall signs shall be individual channel letters of a maximum of 24 inches in height. If the sign contains a logo, said logo shall be a maximum of 36 inches in height. A wall sign may not project any of its height above the roof, eave line or parapet of the wall upon which it is mounted.~~
- b. ~~Monument Signs: One monument sign not to exceed 30 square feet in sign area is permitted to identify separate establishments or uses in the industrial complex, or to display noncommercial messages. The monument sign structure shall not exceed six~~

feet in height. Additional monument signs may be permitted on parcels having more than one frontage and if the signs are located at least 300 feet apart. Monument signs shall be placed in a landscaped area or planter of not less than 250 square feet and shall be a minimum of five feet from any right-of-way, sidewalk or driveway.

- c. ~~*Pylon Signs:* One pylon sign not to exceed 100 square feet in sign area which may be permitted to identify a separate business or uses in the industrial complex. The pylon sign structure shall not exceed 20 feet in height. Pylon Signs shall be placed in a landscaped area or planter of not less than 250 square feet and shall be a minimum of five feet from any right-of-way, sidewalk or driveway.~~
- d. ~~*Under Canopy Signs:* For each use occupancy, one under canopy sign not exceeding four square foot shall be permitted.~~
- e. ~~*Directional Signs:* A maximum of two on-site directional signs per drive approach each not to exceed a total of ten square feet in area and four feet in height.~~

2. ~~*Signs Specifically Permitted for Uses Not in an Industrial Complex:*~~

- a. ~~*Wall Signs:* One wall sign is permitted for each wall face of the establishment provided there are not more than four wall signs for any one business. Any commercial messages on such signs must qualify as onsite. In no case shall the total sign area of any unit or building exceed one square foot of sign area for each linear foot of the unit's or building's primary frontage and shall not exceed 100 square feet per sign. Wall signs shall not occupy more than 70 percent of the storefront or unit width. Sign copy for all wall signs shall be individual channel letters of a maximum of 24 inches in height. If the sign contains a logo, said logo shall be a maximum of 36 inches in height. A wall sign may not project any of its height above the roof, eave line or parapet of the wall upon which it is mounted.~~
- b. ~~*Monument Signs:* One monument sign not to exceed 30 square feet in sign area. The monument sign structural shall not exceed six feet in height. Monument signs shall be placed in a landscaped area or planter of not less than 250 square feet and shall be a minimum of five feet from any right-of-way, sidewalk or driveway. If such sign displays a commercial message, it must qualify as onsite.~~
- c. ~~*Pylon Signs:* One pylon sign not to exceed 75 square feet in sign area. The pylon sign structure shall not exceed 20 feet in height. Pylon signs for individual establishments which are not located within an industrial complex shall be subject to the approval of a sign permit by the Planning Commission, and shall require the applicant to demonstrate that the specific land use necessitates a pylon sign for visibility; in considering such an application, the Planning Commission shall consider only the non-communicative aspects of the proposed sign. Pylon signs shall be placed in a landscaped area or planter of not less than 250 square feet and shall be a minimum of five feet from any right-of-way, sidewalk or driveway.~~
- d. ~~*Directional Signs:* A maximum of two on-site directional signs per drive approach each not to exceed a total of ten square feet in area and four feet in height.~~

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.07.110 Signs in commercial zones.

The standards and provisions contained in this section shall be applicable to the Commercial Neighborhood (C-N) and Community Commercial (C-C) zones, but not including properties with these zoning designations, which are located in the "Special Commercial Areas" as set forth in Section 17.07.120 of this Chapter.

~~A. A. Permitted signs in the C-N and C-C Zones within a commercial complex shall include:~~

- ~~1. 1. Wall Signs: One wall sign is permitted for each wall face of the establishment provided there are not more than four wall signs for any one establishment. If used to display a commercial message, the sign must qualify as onsite. In no case shall the total sign area of any unit or building exceed one square foot of sign area for each linear foot of the unit's or building's primary frontage and shall not exceed 100 square feet per sign. Wall signs shall not occupy more than 70 percent of the storefront or unit width. If the sign contains a logo, said logo shall be a maximum of 36 inches in height a wall sign may not project any of its height above the roof eave line or parapet of the wall upon which is mounted.~~
- ~~2. 2. Monument Signs: One monument sign(1) Monument Sign not to exceed 30 square feet in sign area which may be permitted to identify separate establishments or uses in the commercial complex. The monument signMonument Sign structure shall not exceed six (6) feet in height. Additional monument signsMonument Signs may be permitted on parcels having more than one (1) frontage and the signs are located at least 300 feet apart. Monument signs shall be placed in a landscaped area or planter of not less than 250 square feet. Monument signs shall be located a minimum of five (5) feet from any right-of-way, sidewalk or driveway.~~
- ~~3. 3. Pylon Signs: One (1) pylon sign not to exceed 100 square feet in sign area will be permitted to identify a separate business or uses in the commercial complex. The pylon sign structure shall not exceed 20 feet in height. For each secondary street frontage with at least 300 feet of length, one (1) additional pylon sign may be permitted not to exceed 100 square feet in sign area and shall not exceed 20 feet in height. When such a sign is used to display a commercial message, it must qualify as onsite.~~
 - ~~a. a. Where pylon signs are placed on both major and secondary street frontages, each such sign shall be placed as near to the middle of the street frontage as practical or at a major driveway entrance to the commercial complex from the street frontage.~~
 - ~~b. b. Pylon signs shall be placed in a landscaped area or planter of not less than 250 square feet. Pylon signs shall be a minimum of five (5) feet from any right-of-way, sidewalk or driveway.~~
 - ~~c. c. A maximum of three (3) signs may be used to identify any one establishment pursuant to the criteria outlined in this section.~~
- ~~4. 4. Service and Delivery Signs: One (1) unlighted sign per occupancy not to exceed two (2) square feet may be placed on the rear of the building for service and delivery purposes.~~
- ~~5. 5. Commercial Directional Signs, On-Site: A maximum of two (2) on-site directional signs per drive approach, each not to exceed a total of ten (10) square feet in area and four (4) feet in height.~~

6. ~~6.~~ *Window Signs:* Window signs conforming to the provisions of ~~Section~~Sections 17.07.070.A(1), ~~(16)B(1) and (14), and 17.07.080.B(2).~~

7. ~~7.~~ *Under Canopy Signs:* For each use or occupancy, one (1) maximum four (4) foot under canopy sign per frontage.

B. ~~B.~~ Permitted signs in the C-N and C-C Zones for uses not part of a commercial complex shall include:

1. ~~1.~~ *Wall Signs:* One (1) wall sign is permitted for each wall face of the establishment provided there are not more than four (4) wall signs for any one establishment. If such sign is used for a commercial message, it must qualify as ~~onsite~~on-site. In no case shall the total sign area of any unit or building exceed one (1) square foot of sign area for each linear foot of the unit's or building's primary frontage and shall not exceed 100 square feet per sign. Wall signs shall not occupy more than 70 percent of the storefront or unit width. A wall sign may not project any of its height above the roof eave line or parapet of the wall upon which is mounted.

2. ~~2.~~ *Service and Delivery Signs:* One (1) unlighted sign per occupancy not to exceed two (2) square feet may be placed on the rear of the building for service and delivery purposes.

3. ~~3.~~ *Directional Signs, On-Site:* A maximum of two (2) on-site directional signs per drive approach each not to exceed a total of ten (10) square feet in area and four (4) feet in height.

4. ~~4.~~ *Window Signs:* Window signs conforming to the provisions of ~~Section~~Sections 17.07.070.A(1), ~~(16)B(1) and (14), and 17.07.080.B(2).~~

5. ~~5.~~ *Under Canopy Signs:* For each use or occupancy, one (1) maximum four (4) foot under canopy sign per frontage.

6. ~~6.~~ *Exceptions:* Certain exceptions to the sign standards applicable to commercial uses not located within a commercial complex may be approved by the Planning Commission including the election of freestanding sign(s) when the following findings can be made by the Planning Commission, without consideration of proposed message content (other than the onsite/offsite distinction in the case of commercial messages):

a. ~~a.~~ The site is subject to limited visibility and additional signing is necessary for a reasonable level of advertising exposure;

b. ~~b.~~ The type of establishment or the configuration of the site necessitates additional signage.

c. ~~c.~~ Exceptions shall be processed through the sign permit and minor variance process provided for in the Zoning Ordinance.

C. ~~C.~~ Freeway-Facing Signs. Permitted in the C-N and C-C Zones subject to the following requirements:

1. ~~1.~~ The maximum allowable sign face area of any freeway-facing sign for a shopping center or commercial complex which totals more than 250,000 square feet of gross floor area shall be 300 square feet and shall not exceed 60 feet in height. When such display area is used for commercial speech, the copy must qualify as onsite as to the shopping center or commercial complex.

2. 2. The maximum allowable sign face area of any freeway-facing sign for a shopping center or commercial complex which totals less than 250,000 square feet of gross floor area shall be 150 square feet and shall not exceed 60 feet in height.

3. 3. Freeway-facing signs, including freeway-facing electronic message center signs, may only be permitted subject to the approval of a sign permit by the Planning Commission, and if said sign is a Billboard or relocated Billboard, the sign shall be subject to the requirements of section 17.07.030(G). Freeway-facing signs will be permitted when they satisfy all of these criteria:

a. a. The proposed sign is located upon the property upon which the use identified is located;

b. b. The proposed sign is located in the vicinity of a freeway interchange and within 300 feet of the freeway right-of-way and 600 feet of the intersecting street right-of-way;

c. c. The following findings must be made, without consideration of message content of the proposed sign:

i. i. The elevation of the freeway in relation to the elevation of the abutting properties justifies the height requested, and is the minimum necessary.

ii. ii. The number and spacing of freeway signs will not cause unnecessary confusion, clutter or other unsightliness in the general location.

iii. iii. The use identified, as well as its type, size and intensity, justifies the size, design and location of the sign requested.

iv. iv. The needs of the traveling public for identification and directional information justifies the sign requested.

D. D. Automobile Service Station Signs. Automobile service station signs shall be permitted subject to the following requirements:

1. 1. *Identification/Price Monument Sign:* For each service station, one (1) monument, combination price and identification sign, maximum 30 square feet in size and maximum six (6) feet in overall height shall be permitted, and must include all price advertising as required by State law. Elevated signs may be used subject to approval of the Planning Commission (without consideration of message content) where vision impairments exist, however elevated signs shall be designed with appropriate vision spaces. Such signs shall not exceed 15 feet in overall height.

2. 2. *Identification Pylon Sign:* For service stations located contiguous to a freeway, where a freeway exit serves the street from which the service station takes direct access, in addition to the identification/price monument sign Monument Sign allowed by paragraph (1) above, one (1) pylon sign, maximum 100 square feet in size and 40 feet in overall height, situated so as to be directed toward and permanently viewable from the freeway, shall be permitted.

3. 3. *Special Service Signs:* Each service station may display two (2) special service signs per pump island. Special service signs shall be limited to such items as self-serve, full serve, air, water, cashier, and shall be non-illuminated. Such signs must be permanently affixed to the pump island they identify. Each sign may not exceed four (4) square feet in overall size.

4. ~~4.~~ *Wall Signs:* Wall signs for automobile service stations shall be permitted subject to the provisions set forth in Section 17.07.110.A(1) and (~~466~~).

5. ~~5.~~ *Commercial Directional Signs, On-Site:* Maximum of two (~~2~~) on-site directional signs per drive approach, each not to exceed a total of ten (~~10~~) square feet in area and four (~~4~~) feet in height.

6. ~~6.~~ *Window Signs:* Window signs conforming to the provisions of Section 17.~~61.025.A07.070.B~~(1) and (~~4614~~), and 17.07.080.B(~~2~~).

E. ~~E.~~ Theater Marquee Signs. Theater marquee signs shall be permitted subject to the following requirements:

1. ~~1.~~ The size of a theater marquee sign shall be determined by the number of screens. Each screen shall be permitted a maximum of ten (~~10~~) square feet for each sign face area. A theater marquee sign may not total more than 100 square feet of sign face area.

2. ~~2.~~ A maximum of one (~~1~~) theater marquee sign, not to exceed 25 feet in height, is permitted per street frontage exclusive of freeway; provided, however, that the theater is part of an integrated shopping center.

3. ~~3.~~ A maximum of one (~~1~~) theater marquee sign, not to exceed 25 feet in height, shall be permitted for theaters not considered to be part of an integrated shopping center.

4. ~~4.~~ A maximum of one (~~1~~) wall-mounted theater marquee sign shall be permitted at the main entrance to the theater.

F. ~~F.~~ Electronic Message Center Signs. Electronic message center signs shall be permitted subject to the following requirements:

1. ~~1.~~ One (~~1~~) electronic message center sign may be permitted in a commercial complex with a minimum of 25,000 square feet of floor area. No electronic message center sign shall be located closer than 2,500 feet to another electronic message center sign. A conditional use permit shall be required whereby the Planning Commission will determine the size and height of the sign.

2. ~~2.~~ Each display shall appear for a period of at least eight (~~8~~) seconds. Displays shall not be animated, appear in incremental stages or move across the changeable copy sign face. The sign shall remain blank (no message or display) for at least one (~~1~~) second between separate images.

3. ~~3.~~ The sign may display only noncommercial messages or onsite commercial messages, related to those establishments that are part of the complex or the merchandise or activities available on the parcels which are part of the commercial complex. The sign shall not be used as a ~~billboard~~Billboard.

4. ~~4.~~ The sign shall be reviewed for traffic safety purposes by the City's Public Works Director and shall comply with any and all safety standards as prescribed by the State of California. Such reviews shall not consider message content.

(~~Ord. No. 1128, § 2(Exh. B), 12-1-2020~~)

~~17.07.120 Signs in special commercial areas.~~

~~Certain commercial areas within Beaumont are of a unique character due to historic, land use, parcelization and circulation considerations. These areas, which contain C-N (Commercial Neighborhood) and C-C (Community~~

Commercial) Zoning Districts, shall be subject to differing criteria as compared to other commercial areas in the City, as set forth within this section.

~~A. Antique Village District Area. This area consists of properties fronting on the north side of Sixth Street between Magnolia Avenue and Veile Avenue, on the south side of Sixth Street Between Euclid Avenue and Veile Avenue, and on the east and west sides of Beaumont Avenue between Sixth Street and Seventh Street.~~

~~1. Within this special district, signs are permitted for commercial complexes as follows:~~

- ~~a. Wall Signs: One wall sign is permitted for each wall face of the establishment provided there are not more than four wall signs for any one establishment. If used for commercial messages, the message must qualify as onsite. In no case shall the total sign area of any unit or building exceed three quarters square foot of sign area for each linear foot of the unit's or building's primary frontage and shall not exceed 75 square feet per sign. Wall signs shall not occupy more than 60 percent of the storefront or unit width. Painted wall signs are permitted when determined to be compatible with the architectural character of the building and area. If the sign contains a logo, said logo shall be a maximum of 36 inches in height. A wall sign may not project any of its height above the roof, eave line or parapet of the wall upon which it is mounted.~~
- ~~b. Monument Signs: One monument sign not to exceed 30 square feet in sign area which may be permitted to identify separate establishments or uses in the commercial complex, or for noncommercial messages. The monument sign structure shall not exceed six feet in height. One additional monument sign may be permitted on parcels having more than one frontage and the signs are located at least 200 feet apart.~~
- ~~c. Pylon Signs: Pylon signs not to exceed 75 square feet in sign area which may be permitted to identify separate establishments or uses in the commercial complex, subject to approval of a sign permit by the Planning Commission. In consideration of pylon signs in this area the Planning Commission shall consider the need for compatibility and appropriateness of such signage at the proposed location but shall not consider the message content of the proposed sign, other than the onsite/offsite distinction for commercial messages.~~
- ~~d. Monument and pylon signs shall be placed in a landscaped area or planter of not less than 250 square feet. Monument and pylon signs shall be a minimum of five feet from any right of way, sidewalk or driveway.~~
- ~~e. Service and delivery signs, limited to one unlighted sign per occupancy not to exceed two square feet, may be placed on the rear of the building for service and delivery purposes.~~
- ~~f. Directional signs: A maximum of two on-site directional signs per drive approach each not to exceed a total of ten square feet in area and four feet in height.~~
- ~~g. Window signs: Window signs conforming to the provisions of Section 17.07.070.A(1) and (16).~~
- ~~h. Under canopy signs: For each use or occupancy, one maximum four square foot identification under canopy sign per frontage.~~
- ~~i. Internally or back-lit fluorescent signs shall not be permitted in the Antique Village District Area.~~

~~2. Permitted signs for uses not part of a commercial complex shall include:~~

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- a. ~~Wall signs: One wall sign is permitted for each wall face of the establishment provided there are not more than four wall signs for any one establishment. Any such sign used for commercial messages must qualify as onsite. In no case shall the total sign area of any unit or building exceed three-quarters square foot of sign area for each linear foot of the unit's or building's primary frontage and shall not exceed 75 square feet per sign. Wall signs shall not occupy more than 60 percent of the storefront or unit width. Painted wall signs are permitted when determined by the Director, without consideration of message content, to be compatible with the architectural character of the building and area. A wall sign may not project any of its height above the roof, eave line or parapet of the wall upon which it is mounted.~~
 - b. ~~Service and delivery signs: One unlighted sign per occupancy not to exceed two square feet may be placed on the rear of the building for service and delivery purposes.~~
 - c. ~~Directional signs: A maximum of two on-site directional signs per drive approach each not to exceed a total of ten square feet in area and four feet in height.~~
 - d. ~~Window signs conforming to the provisions of Section 17.07.070.A(1) and (16).~~
 - e. ~~Under canopy signs: For each use or occupancy, one maximum four foot identification under canopy sign per frontage.~~
3. ~~Automobile service stations signs shall be permitted subject to the following requirements:~~
- a. ~~Identification/price monument sign: For each service station, one monument, combination price and identification sign, maximum 30 square feet in size and maximum six feet in overall height shall be permitted and must include all price advertising as required by State law.~~
 - b. ~~Special service signs: Each service station may display two special service signs per pump island. Special service signs shall be limited to such items as self-serve, full-serve, air, water, cashier, and shall be non-illuminated. Such signs must be permanently affixed to the pump island they identify. Each sign may not exceed four square feet in overall size.~~
 - c. ~~Wall signs for automobile service stations shall be permitted subject to the provisions set forth in Section 17.07.110.A.(1) and (16).~~
 - d. ~~Directional Signs: A maximum of two on-site directional signs per drive approach each not to exceed a total of ten square feet in area and four feet in height.~~
 - e. ~~Window Signs: Window signs conforming to the provisions of Section 17.07.070.A.(1) and (16).~~
- B. ~~Beaumont Avenue Corridor. Properties fronting on both sides of Beaumont Avenue between Seventh Street and Fourteenth Street are allowed signs as follows:~~
- 1. ~~Permitted signs for commercial complexes shall include:~~
 - a. ~~Wall Signs: One wall sign is permitted for each wall face of the establishment provided there are not more than four wall signs for any one business. If used to display a commercial message, the sign must qualify as onsite. In no case shall the total sign area of any unit or building exceed three-quarters square foot of sign area for each linear foot of the unit's or building's primary frontage and shall not exceed 75 square feet per sign. Wall signs shall not occupy more than 60 percent of the storefront or unit width. A wall sign may not project any of its height above the roof, eave line or parapet of the wall upon which it is mounted~~

- ~~b. Monument Signs: One monument sign not to exceed 30 square feet in sign area which may be permitted to identify separate businesses or uses in the commercial complex. The monument sign structure shall not exceed six feet in height. Additional monument signs may be permitted on parcels having more than one frontage and the signs are located at least 200 feet apart. Monument signs shall be located in a landscaped planter of not less than 250 square feet and shall be a minimum of five feet from any right-of-way, sidewalk or driveway.~~
- ~~c. Service and Delivery Signs: One unlighted sign per occupancy not to exceed two square feet may be placed on the rear of the building for service and delivery purposes.~~
- ~~d. Directional Signs: A maximum of two on-site directional signs per drive approach each not to exceed a total of ten square feet in area and four feet in height.~~
- ~~e. Window Signs conforming to the provisions of Section 17.07.070.A.~~
- ~~f. Under Canopy Signs: For each use or occupancy, one maximum four square foot under canopy sign per frontage.~~

~~2. Permitted signs for uses not part of a commercial complex shall include:~~

- ~~a. Wall Signs: One wall sign is permitted for each wall face of the establishment provided there are not more than four wall signs for any one business. If used to display a commercial message, the sign must qualify as onsite. In no case shall the total sign area of any unit or building exceed three-quarters of one square foot of sign area for each linear foot of the unit's or building's primary frontage and shall not exceed 75 square feet per sign. Wall signs shall not occupy more than 60 percent of the storefront or unit width. A wall sign may not project any of its height above the roof, eave line or parapet of the wall upon which it is mounted.~~
- ~~b. Monument Sign: One monument sign not to exceed 30 square feet in sign area that may be permitted to identify an establishment. The monument sign structure shall not exceed six feet in height. Additional monument signs shall be located in a landscaped area or planter of not less than 250 feet and shall be located a minimum of five feet from any right-of-way, sidewalk or driveway.~~
- ~~c. Service and Delivery Signs: One unlighted sign per occupancy not to exceed two square feet may be placed on the rear of the building for service and delivery purposes.~~
- ~~d. Directional Signs: A maximum of two on-site directional signs per drive approach each not to exceed a total of ten square feet in area and four feet in height.~~
- ~~e. Window Signs conforming to the provisions of Section 17.07.070.A.(1) and (16).~~
- ~~f. Under Canopy Signs: For each use or occupancy, one maximum four square foot identification under canopy sign per frontage.~~

~~(Ord. No. 1128, § 2(Exh. B), 12-1-2020)~~

17.07.130- Sign regulations for specific plan area zone.

- A. ~~A.~~ *Permitted Signs in the Specific Plan Area (SPA) Zone—Exempt Signs.* The SPA Zone permits a variety of residential and supporting commercial and other supporting land uses. Signs, which may be erected without permits as provided for in Section 17.07.070 of this Chapter are permitted in the SPA Zone consistent with the respective land use.
- B. ~~B.~~ *Signs Subject to Permits.* Provisions and standards for signs shall be established within a specific plan for land uses contained therein. The specific plan shall establish a

project-wide sign program and shall make provisions for the development and review of Uniform Sign Programs consistent with Section 17.07.060.L of this Chapter for each non-residential land use component of the specific plan.

(Ord. No. 1128, § 2(Exh. B), 12-1-2020)

17.07.140- ~~Sign design standards.~~

The design standards set forth in this section apply to all signs in the City of Beaumont.

~~A.~~ A. ~~Relationship to Other Signs.~~ Where there is more than one ~~monument sign~~(1) Monument Sign located upon a lot, all such signs shall have designs which are well related to each other by the similar treatment or incorporated of not less than four ~~(4)~~ of the following six ~~(6)~~ design elements:

- ~~1.~~ 1. ~~Type of construction materials as used in the several sign components (such as cabinet, sign copy, supports);~~
- ~~2.~~ 2. ~~Letter style of sign copy;~~
- ~~3.~~ 3. ~~Illumination;~~
- ~~4.~~ 4. ~~Type or method used for supports, uprights or structure on which sign is supported;~~
- ~~5.~~ 5. ~~Sign cabinet or other configuration of sign area; and~~
- ~~6.~~ 6. ~~Shape of entire sign and its several components.~~

~~B.~~ B. ~~Landscaping.~~ Each ~~monument sign~~Monument Sign shall be located in a planted landscaped area which is of a shape, design and size (equal to at least the sign area) that will provide a compatible setting and ground definition to the sign. The planted landscaped area shall be maintained on a reasonable and regular basis.

~~C.~~ C. ~~Illumination and Motion.~~ Monument signs shall be non-moving stationary structures (in all components) and illumination, if any, shall be maintained by artificial light which is stationary and constant in intensity and color at all times (non-flashing).

~~D.~~ D. ~~Sign Color.~~ Sign colors should be compatible with the building architecture. Within shopping centers, sign color should complement the color scheme for the center. ~~This provision does not apply to noncommercial messages displayed on signs.~~

~~E.~~ ~~Special Commercial Areas.~~ ~~Signs proposed within the special commercial areas identified in this Chapter shall be subject to detailed design review by the Community Development Director and/or Planning Commission for the purpose of ensuring consistency and compatibility with the respective area. Such review shall be performed in conjunction with the processing of permit applications as set forth in this Chapter. However, such analysis shall not consider the message content of the proposed sign.~~

(Ord. No. 1128, § 2(Exh. B), 12-1-2020)

Chapter 8.50 OUTDOOR LIGHTING

8.50.010 Purpose and intent.

It is the purpose and intent of this Chapter to establish regulation and standards which will reduce light pollution generated by residential, commercial and industrial lighting fixtures and devices, minimize light pollution which has a detrimental effect on the environment and the enjoyment of the night sky, reduce and minimize lighting and lighting practices which cause unnecessary illumination of adjacent properties, correct problems of glare and light trespass, and reduce energy use.

(Ord. 1014, 5-1-2012; Ord. No. 1054 , § 1(Exh. A), 3-17-2015)

8.50.020 Definitions.

As used in this Chapter, the following words and phrases shall have the meanings set forth below:

"Glare" light that causes visual discomfort or disability, or loss of visual performance.

"Light fixture" means a complete lighting unit consisting of a lamp or lamps, the lamp holder, reflector, lens, diffuser, ballast and/or other components and accessories, together with parts designed to distribute the light, to position and protect the lamps, and to connect the lamps to the power supply. Sometimes referred to as a "luminaire".

"Light pollution" means any artificial light emitted into the atmosphere, either directly or indirectly by reflection that impacts astronomical research and the enjoyment of the night sky by reflection off of airborne dust, water vapor and other atmospheric particulates.

"Light trespass" means any artificial light or glare from a light fixture onto neighboring property that interferes with viewing of the night sky, or eliminates the ability to have darkness on the adjacent property, or shines into neighboring windows, properties or structures. Quantitative measurement of light trespass shall be made with a standard yardstick having a length of three feet and a width of 1.5 inches. The yardstick shall be placed at the complainant's property line nearest the light source. The Planning Director or his or her designee shall then determine if a shadow is cast by the light source onto a plain white paper. The light source, yardstick and shadow must be in alignment. Measurements shall not be taken when there is a moon in the night sky.

"Nuisance lighting" means and includes, but is not limited to, glare, sky glow, light pollution and light trespass.

"Shielded" a light fixture having a housing or optics that prevents a direct view of the light source from normal viewing angles. Types of shielding include:

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- i. *"Fully shielded"* a lighting fixture shielded or constructed so that light rays are only emitted at angles below a horizontal plane passing through the lowest point of the fixture from which it is emitted. Sometimes referred to as a "full-cutoff fixture;
 - ii. *"Shielded"* a light fixture emitting less than two percent of its light above the horizontal plane;
 - iii. *"Partly shielded"* a light fixture emitting less than ten percent of its light above the horizontal plane. Sometimes referred to as a "semi-cutoff fixture;
 - iv. *"Unshielded"* a light fixture that emits ten percent or more of its light above the horizontal plane.

"Sky glow" the brightening of the night sky attributable to man-made sources of light.

"Temporary lighting" lighting installed with temporary wiring and operated for less than 60 days in any calendar year. Temporary lighting includes "string lighting", which is any type of lighting and utilizes more than one lamp or bulb connected by a continuous wire and not exceeding 1.5 watts per bulb. Temporary lighting does not include flashing lamps or bulbs unless they are temporary holiday decorations.

(Ord. 1014, 5-1-2012; Ord. No. 1054 , § 1(Exh. A), 3-17-2015)

8.50.030 Establishment of Lighting Zones.

There is hereby established three Lighting Zones within the City of Beaumont for the purpose of regulating and establishing standards for the reasonable use of outdoor lighting, the area of which zones are defined on the basis of land use:

8.50.030.1 *The Residential Lighting Zone:* shall consist of all areas of the City zoned exclusively for residential uses;

8.50.030.2 *The Commercial Industrial Lighting Zone:* shall consist of all areas of the City zoned exclusively for commercial and industrial uses;

8.50.030.3 *The Special Use Lighting Zone:* shall consist of specific land uses which require accurate color rendition, as more specifically provided for in Section 8.50.080, below.

(Ord. 1014, 5-1-2012; Ord. No. 1054 , § 1(Exh. A), 3-17-2015)

8.50.040 Prohibited lighting.

The following lighting systems are prohibited in all Lighting Zones, except by special event permit or Conditional Use Permit: aerial lasers, "search light" style lights, mercury vapor lights, flashing lights (unless they are temporary "holiday decorations" as provided for in Section 8.50.050.3 below), low-pressure sodium fixtures, lighting fixtures mounted in such a way as to illuminate a wall, building facade, roof or awning, or aimed only towards a property line, or which interferes with the safe operation of a motor vehicle as determined by the Police Chief or City Engineer, and billboard lighting that is pointed up.

(Ord. 1014, 5-1-2012; Ord. No. 1054 , § 1(Exh. A), 3-17-2015)

8.50.050 Exempt lighting.

The following outdoor lighting fixtures are exempt from this Chapter:

8.50.050.1 Fossil fuel (e.g., gas) lamps;

8.50.050.2 Neon;

8.50.050.3 Temporary holiday decorations;

8.50.050.4 Flag lighting of 150 watts or less;

8.50.050.5 Emergency lighting;

8.50.050.6 Internally illuminated signs that have dark backgrounds (opaque or colored) and light lettering (white or colored lighter than the background) so as to minimize glare;

8.50.050.7 Motion detector lighting fixtures, provided (a) that there is no light trespass, (b) the fixtures are mounted within five feet of an entrance or exit door or alcove of a structure, (c) installed no more than eight feet above the ground, (d) illuminated with a maximum of two light bulbs of no more than 75 watts each, (e) maximum time the light is on after being triggered is ten minutes, and (f) light cannot be trigger from more than 30 feet away;

8.50.050.8 Exposed string outdoor lighting, provided (a) that they consist exclusively of a white light with a clear bulb, and (b) the installation of such lights shall be limited to the lighting of living landscape features (shrubs and trees) in outside dining areas or within the parking areas of a commercial center or plaza.

(Ord. 1014, 5-1-2012; Ord. No. 1054 , § 1(Exh. A), 3-17-2015)

8.50.060 Lighting in the Residential Lighting Zone.

8.50.060.1 *Generally.* All outdoor lighting fixtures shall be installed and operated in conformance with this Chapter, and the California Building Code. The following standards are applicable to all outdoor lighting within the Residential Lighting Zone.

8.50.060.2 *Maximum lumens and Shielding.* All outdoor lighting shall comply with the following lamp lumen limits and shielding requirements:

- a. *Fully shielded:* 2,250 lumens (or equivalent) maximum;
- b. *Shielded:* 825 lumens (or equivalent) maximum;
- c. *Partly shielded:* None permitted;
- d. *Unshielded:* Low voltage (24 volts or less) landscaping lighting only;

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- e. *Prohibition against adjustable light fixture mounts:* Outdoor lighting fixtures shall be permanently installed so as to maintain the shielding requirements, except that low voltage landscaping lighting may use flexible or adjustable mounting systems.

8.50.060.3 *Height Limit.* Lights mounted on poles or structures intended primarily for mounting lights shall not exceed a mounting height of 40 percent of the horizontal distance of the light pole from the property line, up to a maximum of 16 feet high, whichever is lower; except that lighting attached to single family residences shall not exceed the height of the roof eave.

8.50.060.4 *Total Lamp Power Limit.* This subsection applies to all outdoor lighting, whether attached to a building, poles or other structures. The maximum allowable lighting limit per lot in the Residential Lighting Zone shall be determined by multiplying the area (square footage) of the lot by 0.03, the allowable lamp wattage per square foot of lot area.

8.50.060.5 *Nonconforming Lighting.* All outdoor light fixtures existing and legally installed prior to the effective date of this Chapter shall be deemed non-conforming and are exempt from the requirements of this Chapter except that non-conforming lighting fixtures shall not be structurally altered, reconstructed or replaced so as to extend their useful life. In the event that any non-conforming lighting fixture is structurally altered, reconstructed or replaced, such fixture shall be made to conform to the requirements of this Chapter. Additionally, should it be determined that a non-conforming light fixture results in light trespass, the Planning Director may require that the light be shielded, filtered, redirected, replaced with a less intense light source, removed or a combination thereof, to eliminate light trespass. Alternatively, a variance may be applied for.

(Ord. 1014, 5-1-2012; Ord. No. 1054 , § 1(Exh. A), 3-17-2015)

8.50.070 Lighting in the Commercial/Industrial Zone.

8.50.070.1 *Generally.* All outdoor lighting fixtures shall be installed and operated in conformance with this Chapter, and the Uniform Building and Electrical Codes. The following standards are applicable to all outdoor lighting within the Commercial/Industrial Zone:

8.50.070.2 *Maximum Lumen and Shielding.* All outdoor lighting shall comply with the following lamp lumen limits and shielding requirements:

- a. *Fully shielded:* 60,000 lumens (or equivalent) maximum;
- b. *Shielded:* 1,500 lumens (or equivalent) maximum;
- c. *Partly shielded:* 825 lumens (or equivalent) maximum;
- d. *Unshielded:* Low voltage (24 volts or less) landscape and ornamental lighting;
- e. *Prohibition against adjustable light fixture mounts:* Outdoor lighting fixtures shall be permanently installed so as to maintain the shielding requirements, except that landscape and ornamental lighting may use flexible or adjustable mounting systems.

8.50.070.3 *Height Limit*. Lights mounted on poles or structures intended primarily for mounting lights shall not exceed a mounting height of 40 percent of the horizontal distance of the light pole from the property line, up to a maximum of 20 feet high, whichever is lower; except that lighting attached to single story building shall not exceed the height of the roof eave. Poles shall be appropriately scaled for small buildings and lots. Fixtures shall be in scale with the proposed height.

8.50.070.4 *Total Lamp Power Limit*. This subsection applies to all outdoor lighting, whether attached to a building, poles or other structures. The maximum allowable lighting limit per parcel in the Commercial/Industrial Zone shall be determined by multiplying the area (square footage) of the parcel by 0.05, the allowable lamp wattage per square foot of parcel area. Project scale may require closer spacing and lower wattage.

8.50.070.5 *Lighting Curfew*. Outdoor lighting systems in the Commercial/Industrial Zone shall be turned off or reduced in lighting by at least 50 percent beginning at 10:00 p.m. or close of business, whichever is later, until dawn or the start of business, whichever is sooner. The reduction shall be determined as an overall average for the parcel. When possible, the lighting system shall be turned off rather than reduced in lighting level. Lighting shall be equipped with controls for photocell on and timer off. Exceptions to the lighting curfew are as follows:

- a. When there is only one conforming lighting fixture for the parcel; or
- b. When a law or regulation requires lighting for steps and stairs; or
- c. When, in the opinion of the Planning Director, reduced lighting levels at a given location will cause unacceptable increased risk and design levels must be maintained.

8.50.070.6 *Nonconforming Lighting*. All outdoor light fixtures existing and legally installed prior to the effective date of this Chapter shall be deemed non-conforming and are exempt from the requirements of this Chapter except that non-conforming lighting fixtures shall not be structurally altered, reconstructed or replaced so as to extend their useful life.

In the event that any non-conforming lighting fixture is structurally altered, reconstructed or replaced, such fixture shall be made to conform to the requirements of this Chapter. Additionally, should it be determined that a non-conforming light fixture results in light trespass, the Planning Director may require that the light be shielded, filtered, redirected, replaced with a less intense light source, removed or a combination thereof, to eliminate light trespass. Alternatively, a variance may be applied for.

8.50.070.7 *Electronic Billboard Lighting Requirements*. Electronic billboard operating criteria:

- a. Each static message shall not include flashing lights or the varying of light intensity.
- b. **Minimum Display Time**. Each message shall be displayed for a minimum of four (4) seconds.
- c. **Electronic billboards shall not operate at brightness levels of more than 0.3 foot-candles above ambient light, as measured using a foot-candle meter, at a pre-set distance as set forth under this section.**

d. Pre-set distances to measure the foot-candles' impact vary with the expected viewing distances of each size sign and shall comply with the following:

Nominal Face Size	Distance to Point of Measurement
12' x 25'	150'
10'6" x 36'	200'
14' x 48'	250'

e. Each electronic billboard shall have a light sensing device that will adjust the brightness as ambient light conditions change.

f. Each electronic billboard shall be designed and required to freeze the display in one (1) static position, display a full black screen, or turn off, in the event of a malfunction.

g. Electronic billboards shall not be operated in such a fashion as to constitute a hazard to safe and efficient operation of vehicles on streets or freeways and shall comply with all applicable local, state, and federal laws and regulations.

h. No electronic billboard shall involve any red or blinking or intermittent light that may be mistaken for warning or danger signals nor shall its illumination impair the vision of travelers on the adjacent freeway and for roadways.

i. Electronic billboards shall be operated and maintained in compliance with Business and Professions Code Section 5403.

(Ord. 1014, 5-1-2012; Ord. 1029, 12-18-2012; Ord. No. 1054 , § 1(Exh. A), 3-17-2015)

8.50.080 Special Use Zone.

8.50.080.1 *Generally.* The Special Use Area shall consist of specific land uses where the use of the space or area requires colors to be rendered as accurately as possible. Such uses may include, but are not limited to:

- a. Automobile sales lots;
- b. Outdoor recreation facilities (e.g. tennis courts, driving ranges, ball fields);
- c. Outdoor advertising displays;
- d. Service stations;
- e. Industrial areas where higher pole heights are required to avoid interference with vehicle operations;

8.50.080.2 *Minor Plot Plan Required.* A Minor Plot Plan ("MPP") for outdoor lighting in a Special Use Area shall be applied for and obtained from the Planning Director, upon written application therefore and the payment of an administrative fee. To obtain a MPP, applicants shall demonstrate that the proposed lighting installation:

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- a. Is not within the Residential Lighting Zone;
 - b. Utilizes fully-shielded, side shielded and internally-shielded light fixtures to the maximum extent practicable;
 - c. Includes measures to mitigate light trespass and artificial sky glow.

8.50.080.3 *Lighting Curfew*. Outdoor lighting systems in the Commercial/Industrial Zone shall be turned off or reduced in lighting by at least 50 percent beginning at 10:00 p.m. or close of business, whichever is later, until dawn or the start of business, whichever is sooner. The reduction shall be determined as an overall average for the parcel. When possible, the lighting system shall be turned off rather than reduced in lighting level. Lighting shall be equipped with controls for photocell on and timer off.

(Ord. 1014, 5-1-2012; Ord. No. 1054 , § 1(Exh. A), 3-17-2015)

8.50.085 Parks and trails lighting specifications.

8.50.085.1 *Generally*. The following specifications shall apply to all public and private sidewalks, pedestrian trails, bicycle paths, and equestrian trails (collectively, "trails"), and public parks.

8.50.085.2 *Trails*. Overhead lighting shall be placed on poles not more than 16 feet in height, illuminating only the trail itself plus an additional area of not more than five feet in width on either side of the trail, with a total lamp power limit of 0.040 watts per square foot.

8.50.085.3 *Parks*. Overhead lighting in parks shall be placed on poles not more than 16 feet in height, with a total lamp power limit of 0.020 watts per square foot; however solar/LED lighting is preferred in parks and will be reviewed on a project basis.

8.50.085.4 *Shared Public Lighting*. Where street lights occur adjacent to parks and/or trails add an additional arm and light fixture to illuminate the adjacent park/trail area.

(Ord. 1014, 5-1-2012; Ord. No. 1054 , § 1(Exh. A), 3-17-2015)

8.50.090 Street lighting specifications.

8.50.090.1 *Generally*. The following specifications apply to all street lighting in the City, on all public and private roadways. The City has adopted the Southern California Edison (SCE) rate standards; scheduled rates LS-3 and LS-2. The City will accept the option of re-lamping. This rate schedule is for collector roads, arterial roads and highways. LS-3 is a metered system with a special rate. It may be combined with the sprinkler controller meter pedestal, in most cases. The in-tract streetlights on residential roads will be LS-2, fed from the nearest Point of Contact with SCE. The developer of each tract map or parcel map will pay the City to install the street lighting system. The street lighting system will be wholly-owned and installed by the City. The LS-3 systems shall consist of a two-inch conduit from the SCE source to a meter pedestal to the lights per approved layouts. All work performed shall be by a Licensed Electrical Contractor. All

inspections shall be by the City of Beaumont. All new installations of street lights utilizing previously approved plans on collector roads shall utilize LED type luminaries; new installations in new tracts and collector roads shall be LED type luminaires and powered via solar power utilizing battery backup. These solar powered lights shall be referred to as "solar/LED lights" herein.

8.50.090.2 *LED Fixture Standard.* LED Luminaries to have rated life of 70,000 hours, 5000k color, Dark Sky approval, readily available replacement parts, and bird barrier spikes installed.

8.50.090.3 *Solar/LED Assembly.* The specified and test brand is Sol Lighting, style 10/10 and 20/20 with top mount photovoltaic/battery assembly. This assembly is to have an LED luminaire, solar panel(s), locking vented battery enclosure, articulating solar panel mount, maintenance-free 100Ah sealed gel cell battery(s) sized for three nights of operation without charging, and a system controller capable of dimming LED and regulating battery charge voltage. There shall be two standard types of these solar/LED assemblies; a 2057 lumen [SOL#Z-1-XF-3-E-30-D-H-2] and a 4169 lumen [SOL#Z-1-TF-3-E-74-D-H-2] version. Both shall be designed to operate for a minimum of three nights without charging once fully charged.

8.50.090.4 *Poles.* All poles will be round steel tapered poles with a bronze. On interior streets the builder can select the street light color or use the basic City color The Type A is a 30-watt and will be installed on a 23-foot pole, with a six-foot arm upswept three feet for a luminaire mounting height of 26 feet. The Type C-1, C-2 and D is a 4169 lumen fixture and will be mounted on a 23-foot pole with a eight foot arm upswept five feet for a luminaire mounting height of 28 feet. All arms are to be hot dipped galvanized steel or aluminum with a rain cap. Colored arms may be baked powder coating. Poles must have a minimum 80 miles per hour wind factor and sustain a 1.3 gust factor. The approved manufacturer is Valmont, Inc. All poles will be identified on the pole label with the letters "BMT" to signify they are part of the City of Beaumont street lighting system. Type B pole is a specially approved custom pole and has a specific luminaire.

8.50.090.5 *Pole Bases.* All poles will have a 30-inch round or square in-ground base with a depth of 48 inches from top of curb, and a minimum 42 inches of concrete base depth. There will be four one-inch anchor bolts 36 inches long with a four-inch turn. Washers will be installed above and below the one-inch pole-mounting flange. Anchor bolts, washers and nuts will all be hot dipped galvanized steel per pole manufacturer specifications. All poles are to be placed behind the curb with a center of pole measurement of 18 inches from the face of curb to the center of pole. In projects with a "rolled" curb or a "wedge" curb streetlights may be placed behind the sidewalk if necessary. Concrete for pole bases shall be a public works design mix with test strength of 3250 PSI.

8.50.090.6 *Wiring to Pole.* Where solar/LED style lights are not utilized, wiring to pole will be two #12 THWN stranded (one red and one black) ran down through pole, in one-inch schedule 40 PVC underground to an 11 inches wide by 17 inches long by 12-inch deep concrete hand hole with concrete cover marked "street lights" behind the sidewalk or next to the pole, in the sidewalk. All pull boxes shall have locks for the covers. Install a #6 copper wire through the one-inch PVC and ground below the top washer on one of the pole flanges with one-inch

threaded nuts. In the same box provide two Fusetron GEB-II-II fuse holders with five amp 250-volt midget fuses on the power conductors (black and red). All fuse holders shall be taped with a 50 percent overlay, and a minimum of three layers. Two coatings of "scotch coat" shall be applied to all taped connections, for waterproofing. At the luminaire leave 12 inches of slack wire as a service loop. All wire shall be copper.

8.50.090.7 *The Main Wiring.* Where solar/LED style lights are not utilized system shall be one-inch schedule 40 PVC run behind the curb, or shall be trenched with a minimum depth of 18 inches, in the parkway and 24 inches under any street, or be four inches below four inches of concrete. At all times there must be a one-inch separation between the installed conduit and the concrete above it. On regular curb installations, with cut out or depressed driveway approaches, conduits run behind the curb must not be installed in the approach pour. Concrete pull boxes sized 11 inches by 17 inches by 12 inches will be placed behind the sidewalk at each pole and placed in long runs at a distance of 300 feet. The same pull boxes will be used for street crossings and branch wiring terminations. A pull box must be installed on at least one side of each street crossing, and all street crossing shall be run at a 90-degree angle with the main flow of the street. All Main wiring between the street lights, and the meter will be one #8 THWN Black, one #8 THWN Red, and one #8 THWN Green. Midblock lights are fed by one #8 THWN Blue, and one #8 THWN Yellow, in the same conduit. All terminations and splices will have epoxy seal packs installed on each connection in the pull boxes. All terminations will be made up with 3M brand Blue wire nuts. Ground wires do not require epoxy seal packs. All wire shall be copper. When wire nuts are used in the luminaire installation they must be securely taped. All wiring shall be #8 to three or more poles. When wiring under the LS-2 system with two poles or less the wire shall be #12 to the hand holes and to the Point of Contact. Use approved fuse holders at Point of Contact with SCE.

8.50.090.8 *The Circuitry and Voltage Drop.* On the wire, shall not exceed five percent to the last light on the run or in any circumstance. The #8 THWN wire will have a breaker rated at 50 amps and be a two-pole rated breaker. If a large number of lights are fed off one pedestal and it is necessary to run two radial circuits, install a second 50-amp two-pole breaker to feed the second set of lights. The main switching of all lights will be the photocell at each light. Wire must be oversized to allow for voltage drop, use #6 THWN or #4 THWN when necessary. Circuit designs are about 3,000 plus feet for #8 THWN wire, and may extend to over 4,000 feet depending on connected load.

8.50.090.9 *The Meter Pedestal and Point of Contact.* Where solar/LED style lights are not used, the meter pedestal will be an enclosed "traffic signal" type. It will be rated 120/240 - one phase three-wire, and have four jaws. The minimum amperage will be 100. The maximum AIC rating is 10,000AIC. If the number of lights on one circuit exceeds the capacity of the breaker, add a second one. If the number of lights exceeds a load of 100 amps, use a 200-amp meter with the same specifications. The meter pedestal will be fed from the nearest SCE pull box with three-inch schedule 40 PVC, verify location with the area SCE planner. If there is a landscape sprinkler clock, which controls solenoids only, no booster pumps, it may be added to the street light meter pedestal. This saves the need for two different meters. All meter pedestals require

three one-inch PVC 90-degree stub outs for future wiring of lighting or sprinkler timing clocks. The meter pedestal is only required with LS-3 street lights. Under LS-2 the Point of Contact is the nearest available SCE power, a hand hole, transformer pad or other junction point. When required the SCE meter coordination, SCE Service application, SCE fees, City of Beaumont electrical permit and the City of Beaumont service account setup is the responsibility of the Contractor. The Point of Contact for the LS-2 street lights shall be interconnected with SCE with two-inch schedule 40 PVC, with 24-inch radius sweeps, 30 inches of cover, and a 36-inch pull rope. Fuses shall be installed in the Point of Contact pull box, SCE will provide #2 wire to the first hand hole. A 5/8-inch copper-clad ground rod will be installed in the Point of Contact hand hole and the #8 ground wire will be clamped to the rod with a "football or acorn style" ground clamp.

8.50.090.10 *Layout of Poles*. Will be based on the following street width design:

- A. *36-, 40- and 44-foot streets*. These are Local/Collector Streets, will be 30 watt luminaire. 30 watt will be used on interior streets of tracts at intersections, knuckles and culs-de-sac.
 - 1. For RESIDENTIAL streets the only lights to be installed are at intersections, knuckles, culs-de-sac, or bends where other street lights are not visible. A midblock light shall be permitted in areas in which the block is longer than 1,000 feet. A 2057 lumen fixture is to be installed on a Type A 23-foot pole with a mounting height of 26 feet. The arm is to be six feet long. When installed the minimum average foot-candles on the lanes of travel will not be less than .37 foot-candles. The average divided by the minimum will be in a ratio of 6:1. The minimum foot-candles will be .06. Refer to pole standard 1, Type A. Additional lighting may be permitted per Section 8.50.090.11 for pedestrian conflict areas such as around parks, schools and public meeting places.
 - 2. For COMMERCIAL streets only 4169 lumen fixtures and poles can be used. The minimum average foot-candles on the lanes of travel will not be less than .84 foot-candles. The average divided by the minimum will be in a ratio of 6:1. The minimum foot-candles will be .16. The maximum spacing will be 200 feet with stagger or straight spacing. See diagram 9.A.2 for photometric layouts. Refer to pole standard 3, Type C-1 or Type C-2.
 - 3. For RURAL streets the only lights to be installed are at intersections, knuckles, culs-de-sac, bends, or other conflict areas as determined necessary by the Director of Planning. A 2057 lumen fixture is to be installed on a Type A 23-foot pole with a mounting height of 26 feet. The arm is to be six feet long. When installed the minimum average foot-candles on the lanes of travel will not be less than .37 foot-candles. The average divided by the minimum will be in a ratio of 6:1. The minimum foot-candles will be .06. See diagrams 9.A.1A for photometric layouts. Refer to pole standard 1, Type A.

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- B. *56- and 64-foot streets.* These are Divided Collector or Secondary Highways, will be 4169 lumens.
1. For RESIDENTIAL streets the minimum average foot-candles on the lanes of travel will not be less than .66 foot-candles. The average divided by the minimum will be in a ratio of 4:1. The minimum foot-candles will be .16. The maximum spacing will be 200 feet with a straight or stagger spacing. Use a 4169 lumens luminaire. Refer to pole standard 3, Type C-1 or Type C-2.
 2. For COMMERCIAL streets the minimum average foot-candles on the lanes of travel will not be less than 1.12 foot-candles. The average divided by the minimum will be in a ratio of 4:1. The minimum foot-candles will be .28. The maximum spacing will be 200 feet with a stagger or straight spacing. Use a 4169 lumens luminaire. Refer to pole standard 3, Type C-1 or Type C-2.
 3. For RURAL streets the only lights to be installed are at intersections, knuckles, culs-de-sac, bends, or other conflict areas as determined necessary by the Director of Planning. When installed the minimum average foot-candles on the lanes of travel will not be less than 1.12 foot-candles. The average divided by the minimum will be in a ratio of 4:1. The minimum foot-candles will be .28. Use a 4169 lumens luminaire. Refer to pole standard 3, Type C-1 or Type C-2.
- C. *76-foot and wider streets.* These are Major or Arterial Highway or urban alternate streets, will be 4169 lumens luminaire.
1. For RESIDENTIAL streets the minimum average foot-candles on the lanes of travel will not be less than .84 foot-candles. The average divided by the minimum will be at a ratio of 3:1. The minimum foot-candles will be .28. The maximum spacing will be 200 feet with a stagger or straight spacing. Use a 4169 lumen luminaire. Refer to pole standard 3, Type C-1 or Type C-2.
 2. For COMMERCIAL streets the minimum average foot-candles on the lanes of travel will not be less than 1.3 foot-candles. The average divided by the minimum will be at a ratio of 3:1. The minimum foot-candles will be .40. The maximum spacing will be 180 feet with a stagger or straight spacing. Use a 4169 lumen luminaire. Refer to pole standard 3, Type C-1 or Type C-2.
 3. If the street has a raised median, the preferred placement of the luminaries is doubled up on the poles mounted in the median. This is the most economical and best layout. This would be when a developer is responsible for the whole street width improvement.
 4. If the street has a painted median, the placement of the luminaries is on the sides of the streets, not in the painted median. This is when the developer is responsible for one-half the street improvement and the other half is a different developer's responsibility.
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5. For RURAL streets the only lights to be installed are at intersections, knuckles, culs-de-sac, bends, or other conflict areas as determined necessary by the Director of Planning. When installed the minimum average foot-candles on the lanes of travel will not be less than 1.3 foot-candles. The average divided by the minimum will be at a ratio of 3:1. The minimum foot-candles will be .40. Use a 4169 lumen luminaire. Refer to pole standard 3, Type C-1 or Type C-2.

8.50.090.11 *Layout of Poles at Pedestrian Conflict Areas for Residential Neighborhoods.* Will include but are not limited to intersections, marked crosswalks, culs-de-sac, knuckles, areas around parks, schools, gang-style mailbox locations and public meeting places. Where Type A poles are required, the layout will be 26-foot poles with 2057 lumen luminaries spaced at 190 feet, straight or stagger spacing, with all mid-block lights installed. The minimum average foot-candles are .37 foot-candles on all lanes of traffic. The average divided by the minimum will be at a ratio of 6:1. The minimum foot-candles shall not be less than .06 foot-candles. When required foot candles cannot be met due to wider streets a Type D (2057 lumen) pole shall be allowed with a maximum spacing of 240 feet with a stagger or straight spacing. Refer to pole standard 2, Type D.

8.50.090.12 *Special Decorative Fixtures.* Will follow the same foot-candle requirements and must be separately calculated for the proper spacing. Due to our dark sky policy, the City of Beaumont Public Works Director or his or her designee must approve all substitutions to prevent any lighting above 90 degrees. All decorative shall be called Type B. All new decorative design projects, solar/LED style lights shall be utilized.

8.50.090.13 *Placement at Intersections.* The poles are to be installed at the back of curb radius, not ever in a radii of the corner. All poles shall be five feet from a driveway approach, fire hydrant, traffic light, crossing signals, or any street signage or safety marker.

8.50.090.14 *Location of Poles.* Poles are to be placed at or as near as possible to property lines on all residential streets.

8.50.090.15 *Substitutions.* All specifications are subject to "or equal" substitutions, and must be approved in advance by the City of Beaumont Public Works Director or his or her designee.

8.50.090.16 *Street Light Curfew.* All mid-block lights on 56-, 64- and 76-foot roads will be turned off by an electronic time clock at the meter pedestal, or via digital control in solar/LED unit. The time clock will be rated 30 amps and have a 30-amp two-pole breaker installed to feed the time clock. The specified clock model is # ETI04C Intermatic or equal. All lights will still have a photocell and the time clock will control the operation of the photocell. Two extra #8 wires will be pulled in these conduits (1-#8 THWN Blue, and 1-#8 THWN Yellow). No deviation from the color code will EVER be allowed.

8.50.090.17 The Street Types and Layout Requirements are as follows:

MINIMUM AVERAGE HORIZONTAL FOOT CANDLES

Types of Street	Width of Street	Commercial	Residential
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Major or Arterial Highway or Urban Alternate	76 Feet and Wider	1.3 fc (3:1) Ratio	0.84 fc (3:1) Ratio
Divided Collector Street or Secondary Highway	56 and 64 Feet	1.2 fc (4:1) Ratio	0.66 fc (4:1) Ratio
Local and Collector Streets	36, 40 and 44 Feet	0.84 fc (6:1) Ratio	0.37 fc (6:1) Ratio

Note 1: Ratio is overall average foot-candles divided by the minimum foot-candles.

Note 2: Special layout on the Local and Collector Streets for residential applications. See #9 A.1 and #10 above for more information.

8.50.090.18 *Plans*. All standards are subject to substitution of brand name for an approved equal. These specifications are a guideline. Street improvement plans must be submitted to the City of Beaumont Public Works Department. The location, aiming, fixture, pole, solar/LED assembly and base detail to be shown on one set of drawings for each street lighting project. The City's Application and inspections fees will be set by resolution. The plans shall not be approved until the review fee is paid and no inspection shall be scheduled before the inspection fees have been paid. Developer shall submit three full sets of plans for review and will be notified once review is complete.

8.50.090.19 *Inspection*. The developer shall provide the City inspector with an onsite signed set of plans for inspection purposes. All sites shall have "Dig Alert" called 48 hours prior to excavation and encroachment permits from the City when necessary.

8.50.090.20 *Monthly O & M Charges*. On all private street systems the City will charge the owner or Home Owners Association for the street lighting usage based on the SCE LS-I rates. These charges will be monthly and will include an energy charge, a service charge and a maintenance charge. No charges shall be levied on solar/LED style lights.

(Ord. 1014, 5-1-2012; Ord. No. 1054 , § 1(Exh. A), 3-17-2015)

8.50.095 Diagrams and exhibits.

All diagrams and exhibits referenced in this Chapter shall be kept on file in the Office of the Director of Planning.

(Ord. 1029, 12-18-2012; Ord. No. 1054 , § 1(Exh. A), 3-17-2015)

8.50.100 Administration and enforcement.

8.50.100.1 *Generally*. The Planning Director or his or her designee shall administer and enforce the provisions of this Chapter. Any person who wishes to appeal any order, decision or

determination made by the Planning Director or his or her designee shall do so in accordance with this Chapter. From time-to-time the Planning Director or his or her designee may recommend, and the City Council may adopt by resolution, as deemed necessary, appropriate fees, rules and regulations to implement the provisions of this Chapter. Such rules and regulations shall have the force of law and failure to comply shall be considered a violation of this Chapter. Such rules and regulations shall be implemented with the intent of minimizing light pollution, glare and trespass, and reducing energy use.

8.50.100.2 *Lighting Plan*. Outdoor lighting plans shall be submitted, accompanied by application, review and inspection fees, to the Planning Director or his or her designee for all commercial, industrial, institutional and residential development for review. The Planning Director or his or her designee shall determine whether the plans comply with the applicable provisions of this Chapter, and shall be approved if in compliance, except that applications for outdoor lighting in the Special Use Zone may be subject to review and approval of a Conditional Use Permit by the Planning Commission.

8.50.100.3 *Appeal*. An applicant may appeal the determination of the Planning Director or his or her designee within 15 days to the Planning Commission.. The applicant may appeal the Planning Commission's decision to deny or conditionally-approve a CUP within 15 days thereafter to the City Council, and the City Council's determination shall be final and conclusive for all proposes.

8.50.100.4 *Variance for Non-Conforming Lighting*. In the event the Planning Director or his or her designee determines that a non-conforming lighting fixtures results in light trespass, the responsible party shall shield, filter, redirect or replace the light with a less intense light source, or remove the light to eliminate the light trespass. Corrective action shall be taken within ten days after the determination. The Planning Director or his or her designee may grant additional time (not to exceed 90 days) to remedy the light trespass for hardship ("hardship" shall mean that there is a degree of difficulty in accessibility to the fixture, financial difficulty or cost of correcting the light trespass). A variance may be granted only if the following findings supported by substantial evidence can be made:

- a. There are special circumstances or conditions applying to the land, building or outdoor light fixture(s) for which the variance is sought, which circumstances or conditions are peculiar to such land, building or outdoor light fixtures and do not generally apply to the land, buildings or outdoor light fixtures in the neighborhood; and
- b. The granting of a variance will generally be in harmony with the intent of this Chapter and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

The Planning Director shall make a determination of the variance request and notify the applicant in writing of his/her decision. The Planning Director's determination may be appealed by any person to the Planning Commission within 15 days of the decision. Alternatively, the

Planning Director may forward the request to the Planning Commission because of the degree of light trespass, the cost of correction or other similar issues.

8.50.100.5 *Violations and Penalties*. It shall be unlawful for any person to install, erect, construct, operate, enlarge, alter, replace, move, improve or convert any outdoor lighting fixtures or structure, or cause the same to be done, contrary to or in violation of any provision of this Chapter.

- a. Any person who violates the provisions of this Chapter shall first receive a correction notice for the first violation in any given calendar year. The notice shall specify the nature of the offense, the date of occurrence and the required correction.
- b. In the discretion of the Enforcement Officer, any person violating the provisions of this Chapter shall be issued an Administrative Citation pursuant to Beaumont Municipal Code Chapter 1.17 or shall be guilty of an infraction pursuant to Beaumont Municipal Code Chapter 1.16. In either case, the amount of the fine shall be the appropriate amount set forth in Section 1.16.030 of this Code. Each such violation shall be deemed a separate offense as specified in Section 1.16.040.

Notwithstanding the above, a first offense may be charged and prosecuted as a misdemeanor, punishable by a fine of \$1,000.00, or six months in jail, or both.

(Ord. 1014, 5-1-2012; Ord. No. 1054 , § 1(Exh. A), 3-17-2015)

Chapter 17.07 - SIGNS

17.07.010 - Purpose, needs, and goal interest served.

It is the purpose of this Chapter to make the City attractive to residents, visitors and commercial, industrial and professional businesses while maintaining economic stability and vitality through an attractive signing program.

- A. *Recognition of Needs; Goals.* The City recognizes the need for signs as a means to identify businesses and other necessary and beneficial activities within the community. The City finds that signage is an important design element of the physical environment. Provisions consistent with the goals and objectives of the community are necessary to ensure that the special character and image that the community is striving for can be attained while serving business and other needs in the community. The City is striving to provide an economically stable and visually attractive community through high quality site planning, building designs, landscaping and signage. As a planned architectural feature, a sign can be pleasing and can harmonize with the physical character of its environment. Proper controls can achieve this goal and will make the City a more attractive place to live, work and shop.
- B. *Interests Served.* The City enacts this Chapter to serve many important governmental, City and community interests, which include but are not limited to: community aesthetics and the promotion of the visual appeal of the City, promotion of economic activity, and the promotion of safety for motorists and pedestrians.
- C. *Authority.* The City enacts this Chapter pursuant to the authority granted by the State Legislature and codified as Government Code section 65850, and federal laws, including such provisions requiring the display of specified signs or information.

17.07.020 - Objectives.

The objectives of this section chapter are:

- 1. To provide a reasonable system of controls for signs, to ensure the development of a high quality visual and functional environment;
- 2. To encourage signs which are well designed and pleasing in appearance;
- 3. To preclude potential traffic and safety hazards through good signing;
- 4. To regulate signs in a manner consistent with the General Plan;
- 5. To regulate signs in a manner consistent with the free speech rights guaranteed by the First Amendment to the United States Constitution and the liberty of speech and related provisions of the California Constitution; and
- 6. Recognize that commercial and residential areas within the City have different regulatory needs due to their inherent characteristics and may require different sign regulations based on the respective land uses, and that aesthetic impacts based on sign size, illumination, and placement may create a greater public nuisance in residential neighborhood areas than in commercial areas.

17.07.030 - Basic policies

The policies stated in this section apply to all signs within the regulatory scope of this Chapter, and to all provisions of this Chapter, notwithstanding any more specific provisions to the contrary.

- A. *Enforcement Authority.* The Community Development Director is authorized and directed to enforce the provisions of this Chapter. The Director may designate one or more representatives of the department to implement the provisions of this Chapter.
- B. *Permits When Required.* No sign may be constructed, mounted, or displayed in the City unless the same is duly permitted pursuant to this Chapter, or is exempt from permitting,

either pursuant to this Chapter or by other applicable law. In addition to the requirements of this Chapter, all signs constructed, mounted or displayed within the City must also satisfy all applicable safety codes (building, electrical, plumbing, grading, etc.) and all applicable requirements of other bodies of law.

- C. *Message Neutrality.* It is the City's policy to regulate signs in a constitutional manner, which is content neutral as to noncommercial signs and viewpoint neutral as to commercial signs. Notwithstanding the remaining sections in this Chapter, this Chapter shall in all instances be administered and enforced to be consistent with the law established by the Supreme Court in *Reed v. Town of Gilbert* (2015) 576 U.S. 155. The Director is authorized to grant administrative variances as necessary to ensure that this chapter is administered in a manner consistent with *Reed v. Town of Gilbert*. Furthermore, no enforcement of this Chapter shall occur without the Director's review and approval that such enforcement would not be impermissibly content based and would be consistent with federal and state constitutions and laws.
- D. *Message Substitution Policy.* Subject to the landowner's consent, any noncommercial message may be substituted, in whole or in part, for any duly permitted or allowed commercial message or any duly permitted or allowed noncommercial message, provided that the sign structure or mounting device is legal without consideration of message content. Such substitution of message may be made without any additional approval or permitting. This provision prevails over any more specific provision to the contrary within this Chapter. The purpose of this provision is to prevent any inadvertent favoring of commercial speech over noncommercial speech, or any favoring of any particular noncommercial message over any other noncommercial message. This provision does not create a right to increase the total amount of signage on a parcel; it does not allow the substitution of an offsite commercial message in place of an onsite commercial message, and it does not affect the requirement that a sign structure or mounting device be properly permitted and maintained.
- E. *Regulatory Interpretations.* All regulatory interpretations of this Chapter are to be exercised in light of the City's message neutrality policy and message substitution policy. Where a particular type of sign is proposed in a permit application, and the type is neither expressly allowed nor prohibited by this Chapter, or whenever a sign does not qualify as a "structure" as defined in the California Building Code, then the Director shall approve, conditionally approve or disapprove the application based on the most similar sign type that is expressly regulated by this Chapter.
- F. *Rules for Non-Communicative Aspects of Signs.* All rules and regulations concerning the non-communicative aspects of signs, such as location, size, height, illumination, spacing, orientation, etc., stand enforceable independently of any permit or approval process.
- G. *Billboard Policy.*
 - 1. Prohibition: The City Council finds that the City already has a sufficient number of Billboards to satisfy the community's needs for offsite commercial messages, and that any new or additional Billboards, which by their very nature cause serious esthetic harm, would negatively impact the appearance of the City. For these reasons, the City completely prohibits the construction, erection or use of any Billboards, other than those which legally exist in the City, or for which a valid permit has been issued and has not expired, as of the date on which this provision is first adopted, except for the relocation of existing Billboards pursuant to this section
 - 2. Relocated Billboards: Notwithstanding any other provision of this chapter, upon entry into a relocation agreement with the City in accordance with California Business and Professions Code Section 5412, the owner of an existing Billboard within the City may convert a static copy Billboard to an electronic Billboard, subject to approval of a permit application pursuant to Section 17.07.060 and

subject to the requirements of Chapter 8.50 (Outdoor Lighting) of the Beaumont Municipal Code. Such agreements may be approved by resolution of the City Council upon terms that are agreeable to the City, pursuant to administrative guidelines, as adopted by a City Council resolution. The execution of a relocation agreement shall not operate to change the status of any Billboard as a nonconforming use for the purpose of this code.

- H. *Mixed or Multiple Use Zones.* In any zone where both residential and non-residential uses are allowed, whether such zones are now existing or created in the future, the signage rights and responsibilities applicable to any particular use shall be determined as follows: residential uses shall be treated as if they were located in the residential zone where that type of use would be allowed as a matter of right, and nonresidential uses shall be treated as if they were located in a zone where that particular use would be allowed, either as a matter of right or subject to a conditional use permit or similar discretionary process.
- I. *Owner's Consent.* No sign may be displayed without the consent of the legal owner of the property on which the sign is constructed, mounted or displayed. For purposes of this policy, "owner" means the holder of the legal title to the property and all parties and persons holding a present right to possession, control or use of the property.
- J. *Legal Nature of Signage Rights and Duties.* As to all signs attached to property, real or personal, the signage rights, duties and obligations arising from this Chapter attach to and run with the land or other property on which a sign is mounted or displayed. This provision does not modify or affect the law of fixtures, sign-related provisions in private leases regarding signs (so long as they are not in conflict with this Chapter unless stricter than this Chapter), or the ownership of sign structures.
- K. *Preservation of Existing Rights and Duties.* This Chapter does not abrogate or supersede any easements, covenants, or other existing agreements that are more restrictive than the provisions of this Chapter.
- L. *Sign Programs.* Sign programs for specific developments, as well as special sign districts or special sign overlay zones, or in specific plans of land uses, when approved as required by applicable law, may modify the rules stated herein as to sign size, height, illumination, spacing, orientation or other non-communicative aspects of signs, but may not override or modify any of these basic policies unless stricter than these basic policies. All the provisions of this section shall automatically apply to and be deemed a part of any sign program approved after the date on which this provision is initially adopted.
- M. *Severance.* If any section, sentence, clause, phrase, word, portion or provision of this Chapter is held invalid, unconstitutional, or unenforceable by any court of competent jurisdiction, such holding shall not affect, impair, or invalidate any other section, sentence, clause, phrase, word, portion, or provision of this Chapter which can be given effect without the invalid portion. In adopting this Chapter, the City Council affirmatively declares that it would have approved and adopted this Chapter even without any portion, which may be held invalid or unenforceable.

17.07.040 - Categorization of signs.

For purposes of this Chapter, signs within the City shall be classified in one or more of the following categories:

- A. *Animated Sign.* A sign designed to attract attention through movement or the semblance of movement of the whole or any part including, but not limited to, signs which swing, whirl, move back and forth or up and down; or signs which change color or shades of color or any other method or device which suggests movement.
- B. *Banner Sign.* A fabric or fabric-like material on which an advertising message is painted or otherwise affixed.

- C. *Billboard Sign or Billboard.* A permanent sign structure used for the display of offsite commercial messages, other than a directional sign, which directs attention to a business, commodity, service or entertainment conducted, sold or offered elsewhere than upon the premises where the sign is located, or to which it is affixed. Commercial copy on any Billboard Sign may be replaced with noncommercial copy.
- D. *Commercial Sign.* A sign displayed for the purpose of identifying a commercial message, or advertising a service, product, business or venture that is offered for trade or sale which can be located onsite or offsite.
- E. *Directional Sign, on-site.* A sign giving directions, instructions, or facility information and which may contain the name or logo of an establishment but no advertising copy (e.g., parking, exit or entrance signs).
- F. *Electronic Message Center Sign.* A sign with the capability of presenting variable advertising message displays by projecting an electronically controlled light pattern against a contrasting background and which can be programmed to change the message display periodically. An electronic message center is neither an animated sign nor a simulated motion sign.
- G. *Flag Sign.* A device, generally made of fabric or flexible materials, (usually cloth, paper or plastic), which displays visual colors, images, or symbols, typically those of governments, religions, causes, organizations, or specific business activities.
- H. *Flashing Sign.* Lighted signs which disappear and reappear at periodic intervals, or are intermittently on and off, and which are placed so as to attract vehicular traffic with emphasis on the recurrence of lights. This definition includes beacons, searchlights, and klieg lights only when they are used for commercial messages.
- I. *Freestanding Sign.* A permanent sign anchored directly to the ground or supported by one or more posts, columns, or other vertical structures or supports, and not attached to or dependent for support from any building.
- J. *Identification Sign.* A sign whose copy is limited to the name and address of a building, institution, or person and/or to the activity or occupation being identified.
- K. *Identification Sign (Residential).* A freestanding or wall sign identifying a recognized subdivision, condominium complex, or residential development.
- L. *Illuminated Sign.* A sign with an artificial light source incorporated internally or externally for the purpose of illuminating the sign.
- M. *Monument Sign.* A sign with an overall height of six (6) feet or less, standing directly on the ground or on a base where the supporting poles or structures, if any, are covered from public view.
- N. *Noncommercial Sign.* A sign that is displayed for the purpose of identifying a noncommercial message. The sign does not do any of the following: (1) advertise a product, business or service for profit and/or a business purpose; or (2) relate solely to economic interests. Noncommercial signs are not considered either off-site or on-site signs.
- O. *Off-site Sign.* A sign related in its subject matter to some premises or lot other than the premises or lot on which the sign is located.
- P. *On-site Sign.* A sign related in its subject matter to the premises on which it is located, or to products, accommodations, services, or other activities on the premises.
- Q. *Pennant.* A display device, usually triangular in shape and made of flexible materials, such as cloth, paper or plastic, used primarily to attract attention of passersby.
- R. *Permanent Sign.* A stationary sign permanently attached to the ground or to a structure.

- S. *Pole or Pylon Sign.* A sign with an overall height exceeding six (6) feet and supported by one or more poles or pylons attached directly into or upon the ground.
- T. *Portable Sign.* A temporary sign designed and constructed so as to be easily moved. Such signs are usually not secured to a building or anchored to the ground. Common types include "A" frame signs, sandwich board signs, and sidewalk signs.
- U. *Poster Sign.* Any sign attached to the ground in a manner approved by the building official, which may be visible from adjacent streets or highways.
- V. *Real Estate Sign.* A temporary sign advertising that a property or structure is for sale, lease, rent or exchange. The advertising contained on a real estate sign shall be limited to the following information: (1) that the property is for sale, lease, rent or exchange by the owner or his or her agent; (2) the property is in escrow or there is an "open house"; (3) directions to the property; and (4) the owner's or agent's name, address and telephone number.
- W. *Revolving Sign.* A sign or a portion thereof, which rotates or revolves.
- X. *Roof Sign.* A sign supported by or attached to or projecting through the roof of a building or structure, or projecting above the eave line or parapet wall of the building or structure.
- Y. *Temporary Sign.* A sign structure or device used for the display of messages or images, which is easily installed and removed and which is not intended or suitable for long-term or permanent display due the sign construction, materials, placement, or installation. Temporary signs shall include noncommercial signs, real estate signs, yard or garage sale signs, construction signs, on-site temporary window signs displaying a commercial message, future tenant identification signs, commercial flags and banners for real estate sales and leasing, commercial flags on commercial, industrial, or agricultural properties, signs supported by and affixed to the ground by a wire frame or special event signs. Any sign not covered by this definition is a permanent sign and must comply with the applicable permanent sign regulations.
- Z. *Under Canopy Sign.* A sign attached to the underside of a projecting canopy perpendicular to the building frontage, commonly used for identifying the land use at that location.
- AA. *Wall Sign.* A sign which is in any manner affixed to any exterior wall of a building or structure, the exposed face of which is in a plane approximately parallel to the plane of the wall.
- BB. *Window Sign.* A temporary sign painted, attached, glued or otherwise affixed to a window, which is easily visible from the exterior of the building.

17.07.050 - Definitions.

For purposes of this Chapter, the following words and phrases have the meanings stated in this section.

- A. *Administrator.* Same as Director.
- B. *Advertise.* Describe or draw attention to a product, service, or event in a public medium in order to promote sales or attendance.
- C. *Area of Sign.* The area of a sign shall be calculated by multiplying the width by the length of the sign face. In the case of a two-sided sign, the area shall be computed as including only the largest single sign face. In the case of any cylindrical or spherical sign, the total area shall be computed on the total area of the surface of the sign.
- D. *Commercial Complex.* Any group of three or more commercial uses on a parcel or combination of contiguous parcels which are generally served either by common access or common parking, or a large single commercial use occupying at least two and one-half acres with a minimum of 200 feet of street frontage.

- E. *Commercial message.* A message displayed on a sign that primarily concerns business, commercial or economic interests, or which proposes an economic transaction. Commercial messages may be onsite or offsite; however, the onsite/offsite distinction applies only to commercial messages.
- F. *Copy.* Graphic content of a sign surface designed to allow the changing of copy through manual, mechanical, or electrical means.
- G. *Development.* A building or buildings wherein two or more separate independently owned or operated establishments are located.
- H. *Director.* The City's Community Development Director.
- I. *Establishment.* Any non-residential use of land involving permanent structures or buildings.
- J. *Face of Building.* The wall of a building, excluding any appurtenances, such as projecting fins, columns, pilasters, canopies, marquees, showcases or decorations, but including any required parapet wall.
- K. *Frontage.* The length of a lot along a street or other principal public thoroughfare, but not including such length along an alley, railroad or freeway.
- L. *Frontage of the Parcel.* On a lot with more than one frontage on a public street, the front footage of the parcel shall be determined by the measurement of the larger or largest frontage on a public street.
- M. *Height of a sign.* The distance from the average ground level immediately surrounding the base of the sign to the top of its highest element, including any structural or architectural element. Landscape mounding shall not be used to artificially alter the height of a sign.
- N. *Industrial Complex.* Any group of three or more industrial uses on a parcel or combination of parcels which are generally served either by common access or common parking, or single industrial use occupying at least 100,000 square feet of floor area.
- O. *Landscaped Planter.* An area specifically designated for plant materials that may be at, below or above grade.
- P. *Line of Sight.* The point of visibility from the street to an object, e.g., sign. The longer the line of sight, the further the sign is visible from the street.
- Q. *Noncommercial message.* A message or image displayed on a sign which concerns matters not included within the definition of commercial message. The onsite/offsite distinction applies only to commercial messages.
- R. *Office Complex.* Any group of three or more office uses on a parcel or combination of parcels that are generally served either by common access or common parking.
- S. *Primary Street Frontage.* The street frontage from which the majority of the pedestrian or vehicular traffic is drawn or toward which the building or buildings are oriented for primary visual impact. Each commercial complex or shopping center shall be allowed to designate only one primary street frontage subject to approval of the Planning Department. Where no single street frontage can be identified as the primary street frontage, or in cases of dispute as to which street frontage is the primary street frontage, the Planning Director shall designate the primary street frontage in conjunction with the review of proposed signs.
- T. *Relocated Billboard.* An existing Billboard that is located in the City that is relocated through a City Council approved relocation agreement, including the replacement of a static Billboard face with an electronic message center. The relocated Billboard is not considered a new Billboard.
- U. *Secondary Street Frontage.* A street frontage other than a primary street frontage.
- V. *Shopping Center.* Same as commercial complex.

- W. *Sign*. Any device, fixture, placard or structure, including its component parts, which draws attention to an object, product, place, activity, opinion, person, institution, organization, or place of business, or which identifies or promotes the interests of any person and which is to be viewed from any public street, road, highway, right-of-way or parking area. However, the following are not within the definition of "sign" for regulatory purposes of this Chapter:
- a. Interior signs: Signs or other visual communicative devices that are located entirely within a building or other enclosed structure and are not visible from the exterior thereof, provided the building or enclosed structure is otherwise legal;
 - b. Architectural features: Decorative or architectural features of buildings (not including lettering, trademarks or moving parts);
 - c. Symbols embedded in architecture: Symbols of noncommercial organizations or concepts including, but not limited to, religious or political symbols, when such are permanently integrated into the structure of a permanent building which is otherwise legal;
 - d. Personal appearance: Items or devices of personal apparel, decoration or appearance, including tattoos, makeup, costumes (but not including commercial mascots);
 - e. Manufacturers' marks: Marks on tangible products, which identify the maker, seller, provider or product, and which customarily remain attached to the product even after sale;
 - f. Fireworks, etc.: the legal use of fireworks, candles and artificial lighting not otherwise regulated by this Chapter;
 - g. Mass transit signage: Advertisements or banners mounted on trains or duly licensed mass transit vehicles that legally pass through the City;
 - h. Certain insignia on vehicles and vessels: On street legal vehicles and properly licensed watercraft: license plates, license plate frames, registration insignia, commercial and noncommercial messages, messages relating to the business of which the vehicle or vessel is an instrument or tool (not including general advertising) and messages relating to the proposed sale, lease or exchange of the vehicle or vessel;
 - i. Gravestones or grave markers; and
 - j. News racks and newsstands.
- X. *Sign Structure*. The supports, uprights, bracings, guy rods, cables and other structural framework of a sign or outdoor display.
- Y. *Uniform Sign Program*. A detailed set of plans, specification and other information for signs in a commercial, industrial or office complex, a group of three or more businesses on a parcel or project site or for commercial recreation uses accompanied by drawings to scale as set forth in Section 17.07.060 C.
- Z. *Window Area*. The total area of a window upon which signs, images or messages may be mounted. A group of window panes or panels can be considered one window if they are adjoining on the building face and are less than six inches apart.

17.07.060 - Administration, permits, and appeals.

- A. *Sign Permit Required*. A sign permit shall be required prior to the placing, erecting, moving or reconstructing of any sign in the City, unless the subject sign is expressly exempted from the permit requirement by this Chapter or other applicable law. Signs requiring a permit shall comply with the provisions of this Chapter and all other applicable laws and ordinances.

- B. *Permit—Method of Application.* An application for a sign permit shall be made on forms as prescribed by the Director. Such an application shall be filed with the Planning Department. The application shall be accompanied by any fees or bonds as specified by City Council resolution.
- C. *Permit Application—Contents.* A sign permit application shall contain the location by street and number of the proposed sign structure, as well as the name and address of the owner and the sign contractor or erector. Three copies of the plans, fully dimensioned, shall be filed with the application, including:
1. Plot plan, fully dimensioned, showing location of all buildings and improvements and the location of each proposed sign together with the location, size and height of all existing signs on the premises/site. The street frontage shall be clearly indicated on the plan.
 2. Elevation plan, fully dimensioned, showing height and size of each proposed sign, colors, method of illumination and materials of construction, and if a wall sign, the exact location on the face of the building.
 3. Structural and electrical plans, details and calculations prepared and signed by an engineer or architect registered in the State. Such details shall be required when the area of the sign exceeds five (5) square feet and the height of the sign exceeds six (6) feet.
 4. A statement by the owner of the proposed sign as to whether the sign is to display commercial or noncommercial messages, or both, and whether the display face will be permanent, changeable, or a permanent structure with changeable elements. If the proposed sign is to be used to display commercial messages, then the applicant shall also state whether the message is to be onsite or offsite.
- D. *Purpose and Method of Review.* The purpose of a permit is to ensure compliance with the provisions of this Chapter. After receipt of a complete sign application, the Director shall render a decision to approve, approve with modifications or conditions, or deny the sign request within 30 working days. Unless the applicant waives time, failure of the Director to issue a written decision within 30 working days shall constitute denial of the application. Such a review shall ensure that any sign proposal is in conformance with this Chapter and is consistent with its intent and purpose. In the event that the application is approved with modifications or conditions, those requirements shall not be based upon the proposed message content, sign copy, or design of the visual display of the sign.
- E. *Appeals.* All sign permit applications shall be initially reviewed by the Director. When the Director issues a decision on a sign permit application, or when the time for doing so has expired without a written decision, then the applicant or any concerned person may appeal first to the Planning Commission and then to the City Council. Appeal is effected by filing a written notice thereof with the City Clerk, and paying the applicable appeal fee as set by Resolution of the City Council. In each case, written notice of appeal must be filed with the City Clerk within ten days of when the decision was delivered or sent to applicant and all known concerned persons, or the last day on which a decision should have been timely rendered. In each case, the appellate body must conduct a hearing and consider evidence, and render a written decision within 30 days. In the cases of appeal to the Planning Commission and the City Council, the hearing must follow normal procedures for agenzizing and giving public notice. Unless time is waived by the applicant, any permit or approval on which the City does not render a definite decision within the required time shall be deemed denied, and the time for appeal or filing judicial review shall commence on the last date on which the City could have issued a decision.
- F. *Judicial Review.* Following final decision by the City Council, any concerned person may seek judicial review of the final decision on a sign permit application pursuant to California Code of Civil Procedure section 1094.8.

- G. *Multiple Sign Applications.* When an application proposes two or more signs, the application may be granted either in whole or in part, with separate decisions as to each proposed sign. When an application is denied in whole or in part, the Director's written notice of determination shall specify the grounds for such denial.
- H. *Revocation or Cancellation.* The Director shall revoke any approval upon refusal of the holder thereof to comply with the provisions of this Chapter and/or the terms or conditions of any permit, after written notice of noncompliance and at least 15 days opportunity to cure.
- I. *Permits Issued in Error.* Any approval or permit issued in error may be summarily revoked at any time before substantial work in reliance upon the permit has been accomplished, by the City upon written notice to the holder of the reason for the revocation.
- J. *Interpretation of Provisions.* Whenever the application of this Chapter is uncertain, the Director may refer the matter to the Planning Commission for determination. All interpretations are to be made in light of the Basic Policies section (17.07.030) of this Chapter.
- K. *Variances.* Applications for a variance from the terms of this Chapter shall be reviewed by the Planning Commission according to the variance procedures set forth in the Zoning Ordinance; however, variances shall be considered without reference to the proposed content, copy, or message of the proposed sign (other than the onsite/offsite distinction for commercial messages).
- L. *Uniform Sign Program.* All applications for approval of signs in a commercial, industrial or office complex, a group of three or more businesses on a parcel or project site or for commercial recreation uses shall be submitted in the form of Uniform Sign Program accompanied by plans as set forth in Section 17.07.060 C.
- M. *Motorists' Line of Sight.* All sign locations shall be safe for traffic sight purposes. A sight distance study may be required with each monument or pylon sign being proposed in the Uniform Sign Program when located next to any right-of-way, sidewalk, driveway, or as designated by the Community Development Director.
- N. *Program Approval.* All sign programs shall be filed and reviewed as provided in this Chapter. Such Uniform Sign Programs shall be developed in full compliance with the requirements of this Chapter. No sign shall be installed which does not conform to the approved Uniform Sign Program.

17.07.070 - General provisions.

- A. *Interpretation.*
 - 1. This chapter is not intended to, and does not, restrict speech on the basis of its content, viewpoint, or message.
 - 2. Any classification of signs in this chapter that permits speech by reason of the type of sign, identity of the sign owner, or otherwise, shall also be interpreted to allow noncommercial messages on the sign.
 - 3. No part of this chapter may be construed to favor commercial messages over noncommercial messages.
 - 4. To the extent any provision of this chapter is ambiguous, the terms shall be interpreted not to regulate on the basis of the content of the message.
- B. *Signs Exempt from Sign Permits.* Subject to the qualifications and conditions stated in this section, the following signs are exempt from the application, permit and fee requirements of this Chapter. However, the exemption from the sign permit requirement does not exempt the proposed sign from uniform code permitting on Title 15, including but not limited to building, electrical, plumbing and grading permits.

1. Permanent window signs not exceeding four (4) square feet and limited to business identification, hours of operation, address and emergency information only.
 2. Commercial temporary signs used to direct persons to open houses and real estate sales as provided in Section 17.07.080.B(1).
 3. Commercial temporary signs for construction or remodeling sites as provided in Section 17.07.080.B(4).
 4. Commercial temporary signs for future tenant identification as provided in Section 17.07.080.B(5).
 5. Directional signs, on-site, not to exceed three (3) square feet in sign area.
 6. Residential building identification signs used to identify individual residences and not exceeding two (2) square feet.
 7. Official and legal notices issued by the court, public body, person or officer in performance of his public duty or in giving any legal notice.
 8. Directional, warning, identification, or informational signs or structures required or authorized by law or by federal, State, County or City authority.
 9. Temporary Commercial flags on commercial, industrial, or agricultural properties as provided in Section 17.07.080.B(7).
 10. Signs of public utility companies, indicating danger or which serve as an aid to public safety or which show location of underground facilities or public telephones.
 11. Safety signs on construction sites.
 12. Temporary Signs with noncommercial messages, except for special event signs as provided in Section 17.07.080.A.
 13. On-site temporary window signs for any establishment displaying a commercial message in a commercial zone, and for commercial uses in industrial or industrial/business park zones when approved as part of a Uniform Sign Program as provided in Section 17.07.080.B(2).
 14. Paper signs and similar signs which are rotated on a regular basis, shall have a fastening device for a more permanent look.
 15. Temporary signs with a commercial message for garage or yard sale signs are allowed without permit as provided in Section 17.07.080.B(3).
 16. Commercial flags and banners in conjunction with approved residential subdivision sales office or a commercial sales or leasing office, or an industrial sales or leasing office as provided in Section 17.07.80.B(6).
 17. Signs on the public right-of way as provided in Section 17.07.090(E).
- C. *Prohibited Signs.* The signs described in this subsection are prohibited, unless some other more specific provision in this Chapter or other applicable law makes them allowable, either by permit or exemption from the permit requirement.
1. Roof signs;
 2. Flashing signs, except time and temperature signs;
 3. Animated signs;
 4. Revolving signs;
 5. Portable signs;
 6. Off-site commercial signs on permanent structures;

7. Signs blocking doors or fire escapes;
 8. Light bulb strings and exposed tubing, except for temporary uses such as Christmas tree lots;
 9. Banners, flags, pennants and balloons, except as allowed under subsection B above
 10. Inflatable signs or signs designed to be air activated, floated or flown, including balloons used for commercial advertising purposes, kites or other serial signs that are made of any electrically conducive material;
 11. Signs, posters and advertisements attached to utility poles;
 12. Exposed raceways; and
 13. Billboards, except for relocated Billboards. See 17.07.030(G).
- D. *Roof Signs.* Roof signs may be used only in the event no other signing alternatives are available. Roof signs may be issued a permit by the Director if architecturally designed and built into the roof structure. Such design shall be compatible in design and materials with the building.
- E. *Signs Related to Inoperative Establishments.* Signs promoting activities or establishments which are no longer in operation shall be removed from the premises or the sign copy shall be removed or obliterated within 45 days after the premises has been vacated or the use abandoned. Any such sign not removed within the specified time shall constitute a nuisance and shall be subject to removal under the provisions of this Chapter.
- F. *Enforcement, Penalties and Abatement.*
1. Any violation of this Chapter shall be deemed to be a continuing violation until the violation has been corrected.
 2. Violation of any of the provisions of this section shall constitute a nuisance and a Zoning ordinance violation.
 3. Notwithstanding any other provision of this Chapter, the City Attorney, upon the direction of the City Council, may commence an action in a court of competent jurisdiction to obtain an injunction prohibiting the construction, erection, maintenance or display, or requiring the removal, of any sign that is in violation of any of the provisions of this section. In any such action, the City shall be entitled to recover its costs and its reasonable attorney's fees.
 4. The owner or other person entitled to possession of a sign which is removed, stored and/or destroyed pursuant to any provision of this section shall be liable to the City for the cost of the removal, storage and/or destruction of the sign and the City may recover the same through an action commenced in a court of competent jurisdiction together with the City's court costs and reasonable attorney's fees.
 5. Any illegal sign within the public right-of-way is found and declared to be a public nuisance, and such sign may be abated by the City as follows:
 - A. If the address of the owner or other person entitled to possession of the sign is known, notice of the City's intention to remove and destroy the sign, stating the date after which sign will be removed and destroyed, shall be mailed to the owner or other person entitled to possession by certified mail, return receipt requested at least ten days before the date. If the address of the owner or other person entitled to possession is not known, the notice shall be affixed in a conspicuous place on said sign at least ten days before the date. The notice shall also set forth the provisions of this section.
 - B. The owner or other person entitled to possession of the sign may, before the removal date stated in the notice, file a written request for hearing with

the Planning Department. The request shall identify the sign and its location, state the name and address of the owner or other person entitled to possession and set forth in detail the legal basis as to why the sign should not be removed and destroyed.

- C. If a request for hearing is filed under subsection b, the Planning Commission shall hear the matter at a regularly scheduled meeting held not more than 30 days thereafter. After the hearing, the Planning Commission shall determine whether or not the sign is an illegal sign within the public right-of-way. The written decision of the Planning Commission shall be rendered within ten (10) days after the hearing and a copy of the decision shall be mailed to the owner or other person entitled to possession within seven days thereafter. Unless a notice of appeal is filed as provided for in this Chapter, the decision of the Planning Commission shall become final ten days after mailing.
- D. The owner or other person entitled to possession may file a notice of appeal with the City Clerk within ten days after the date of mailing of the Planning Commission's decision. If a timely notice of appeal is filed, the matter shall be heard by the City Council at a regular meeting scheduled not more than 30 days thereafter. After hearing, the City Council shall determine whether or not the sign is an illegal sign within the public right-of-way. The written decision of the City Council shall be rendered within ten days after the hearing and a copy of the decision shall be mailed to the owner or other person entitled to possession within seven days thereafter. The decision of the City Council becomes final ten days after mailing.
- E. Unless the owner or other person entitled to possession of the sign, on or before the removal date stated in the notice described in this section, files a written request for hearing with the Planning Department, the City may, at any time after said date, remove and destroy the sign. If a written request for hearing is filed then upon any final decision of the Planning Commission or the City Council determining that the sign is an illegal sign within the public right-of-way, the City may remove and destroy the sign.
- F. Notwithstanding any provision of this Chapter to the contrary, any illegal sign within the public right-of-way which constitutes a hazard to pedestrian or vehicular traffic may be removed immediately and stored by the City, at the expense of the owner, or other person entitled to possession, pending completion of the notification and hearing procedures set forth in this section.

G. *Construction and Maintenance of Signs.*

- 1. Every sign and all parts, portions, and materials shall be manufactured, assembled and erected in compliance with all applicable state, federal, and city laws and regulations, including but not limited to the permitting requirements contained in Title 15 relating to Buildings and Construction.
- 2. Every sign and all parts, portions and materials shall be maintained and kept in a first-class condition. The display surface of all signs shall be kept clean, neatly painted and free from rust, corrosion and graffiti. Any cracked, broken surfaces, malfunctioning lights, missing sign copy or other unmentioned or damaged portion of a sign shall be repaired or replaced within 30 days following notification by the City. Noncompliance with such a request will constitute a zoning violation and may be enforced as such by the city.

17.07.080 – Temporary Signs.

The following temporary signs are allowed:

- A. *Noncommercial Temporary Signs.* Noncommercial temporary signs are not considered either on-site and off-site and are subject to the following regulations:

NONCOMMERCIAL TEMPORARY SIGNS	
Sign Criteria	Limitation
<i>Signs in Residential Zones, Legal Residential Uses, Commercial or Industrial Zones, and on Legal Commercial or Industrial Uses on Land One-Half (1/2) Acre or Less</i>	
Sign Quantity:	Not Limited
Maximum Size of Any One Side (measured one side only):	10 square feet
Maximum Area of All Signs Combined:	20 square feet
Maximum Height:	6 feet
Placement:	At least 5 feet from edge of curb or street pavement if no curb exists and shall not obstruct pedestrian traffic or line of sight for vehicle traffic
Time limitations:	Period not to exceed 60 days. Any time a temporary noncommercial sign is removed, it shall not be replaced by the same or other temporary sign for a period of not less than 90 consecutive days.
Sign Permit Required:	No
<i>Signs in Commercial or Industrial Zones and on Legal Commercial or Industrial Uses on Land Over One-Half (1/2) Acre</i>	
Sign Quantity:	Not limited
Maximum Size of Any One Side (measured one side only):	16 square feet
Maximum Area of All Signs Combined:	64 square feet
Maximum Height:	8 feet
Placement:	At least 5 feet from edge of curb or street pavement if no curb exists and shall not obstruct pedestrian traffic or line of sight for vehicle traffic
Time limitations:	Period not to exceed 60 days. Any time a temporary noncommercial sign is removed, it shall not be replaced by the same or other temporary sign for a period of not less than 90 consecutive days.
Sign Permit Required:	No

- B. *Commercial Temporary Signs.* Commercial temporary signs distinguish between on-site and off-site and are subject to the following regulations:

COMMERCIAL TEMPORARY SIGNS	
Sign Criteria	Limitation
<i>(1) Real Estate Signs for Sale, Lease, or Rent (Signs on Residential Properties)</i>	
Sign Quantity:	1 sign per parcel or lot
Total Area Per Display Face:	Not to exceed 8 square feet
Total Display Faces:	2
Maximum Height:	5 feet
Setback from Property Line:	At least 5 feet
Time Limitation:	Shall be removed within 15 days of the sale, rental, or lease of the property
Sign Permit Required:	No
<i>(2) Real Estate Signs for Sale, Lease, or Rent (Signs on Industrial, Commercial or Agricultural Properties)</i>	
Sign Quantity:	1 sign per street frontage (Exception: Where a property has in excess of 600 linear feet of frontage, one (1) additional sign is permitted for each 600 linear feet of street frontage)
Total Area Per Display Face:	Not to exceed 32 square feet
Maximum Height:	8 feet
Setback from Property Line:	At least 10 feet
Time Limitation:	Shall be removed within 15 days of the sale, rental, or lease of the property
Sign Permit Required:	No
<i>(3) On-Site Temporary Window Signs Displaying a Commercial Message (Commercial zone, and for Commercial Uses in Industrial or Industrial/Business Park Zones When Approved as Part of a Uniform Sign Program)</i>	
Window Area:	30 percent (on multi-story buildings, only the windows on the first floor may be counted), but in no event shall window signs exceed 150 square feet per street frontage
Placement:	First floor only on multi-story buildings

COMMERCIAL TEMPORARY SIGNS	
Sign Criteria	Limitation
Maximum Height:	20 feet in height above finished grade on one-story buildings
Time Limitation:	45 days
Sign Permit Required:	No
(4) <u>Garage and Yard Sale Signs</u>	
Sign Quantity:	3
Maximum Size:	3 square feet
Placement:	Placed on private property, and not in the public right-of-way or on utility poles
Time Limitation:	Erected on the day of the event as permitted and removed at sunset of each such day.
Sign Permit Required:	No
(5) <u>Construction Signs</u>	
Sign Quantity:	1 sign per project
Zone:	Any district
Maximum Size:	32 square feet (unless a larger sign is required by another body of law, in which case the smallest sign conforming to the law shall be used)
Maximum Height:	8 feet
Placement:	Set back from the property line by at least 10 feet
Time Limitation:	Removed at the earliest of issuance of certificate of occupancy, certificate of completion, or final inspection check off, or their functional equivalent or upon abandonment of project.
Sign Permit Required:	No
(6) <u>Future Tenant Identification Signs (Parcels 10 Acres or Less)</u>	
Sign Quantity:	1 per street frontage
Maximum Area:	32 square feet

COMMERCIAL TEMPORARY SIGNS	
Sign Criteria	Limitation
Maximum Height:	8 feet
Placement:	Placed no less than 10 feet from any property line
Time Limitations:	Removed upon completion of project
Sign Permit Required:	No
(7) <u>Future Tenant Identification Signs (Parcels Greater than 10 Acres)</u>	
Sign Quantity:	1 sign for every 600 feet of street frontage
Maximum area:	64 square feet per side
Maximum Height:	15 feet
Placement:	Placed no less than 10 feet from any property line; placed along the freeway at 1,000-foot intervals, not to exceed 150 square feet in area per side and 20 feet in overall height
Time Limitations:	Removed upon completion of project
Sign Permit Required:	No
(8) <u>Commercial Flags and Banners for Real Estate Sales and Leasing With an Approved Residential Subdivision Sales Office or a Commercial Sales or Leasing Office, or an Industrial Sales or Leasing Office</u>	
Sign Quantity:	6
Maximum Size:	15 square feet
Maximum Height:	15 feet
Placement:	Displayed in the immediate vicinity of the sales/leasing office; not permitted within the public right-of-way.
Time Limitations:	Flags shall be maintained in good condition; torn or worn flags shall be replaced
Sign Permit Required:	No
Additional Requirements:	<i>Residential subdivision office:</i> Flags may be maintained as long as a valid operating permit for the sales office remains in effect;

COMMERCIAL TEMPORARY SIGNS	
Sign Criteria	Limitation
	<i>Commercial office or industrial sales or leasing office: Flags may be maintained until 75 percent of the spaces have been leased.</i>
(9) <u>Commercial Flags on Commercial, Industrial, or Agricultural Properties (Property Less Than One Acre)</u>	
Sign Quantity:	3
Maximum Height:	30 feet
Maximum Area:	60 square feet (measured one side only)
Sign Permit Required:	No
(10) <u>Commercial Flags on Commercial, Industrial, or Agricultural Properties (Property One Acre or Larger)</u>	
Sign Quantity:	6
Maximum Height:	30 feet
Maximum Area:	60 square feet (measured one side only)
Sign Permit Required:	No

C. *Temporary Signs for Special Events.*

1. A special event sign is a sign associated with a single event or series of events that occur on an infrequent or sporadic basis, and takes place at a specific location in which the public is encouraged or invited to watch, listen, participate, or purchase goods and/or services, including, but not limited to, the following:
 - a) Commercial sales, including grand openings and pre- and post-holiday sales;
 - b) Arts and craft shows, trade shows, antique shows, and other similar events;
 - c) Carnivals, fairs, festivals, circuses, and similar activities;
 - d) Outdoor shows, concerts, and exhibitions;
 - e) Community events; and
 - f) Annual events.
2. Special event signs shall be permitted when they comply with the provisions of this subsection. Applicants for a special event sign shall submit a letter to the director that describes the proposed event by location, area and time duration. The application shall be processed in the same manner, and subject to the same

appellate procedures, as an application for a sign permit. Special event sign permits are subject to the following regulations:

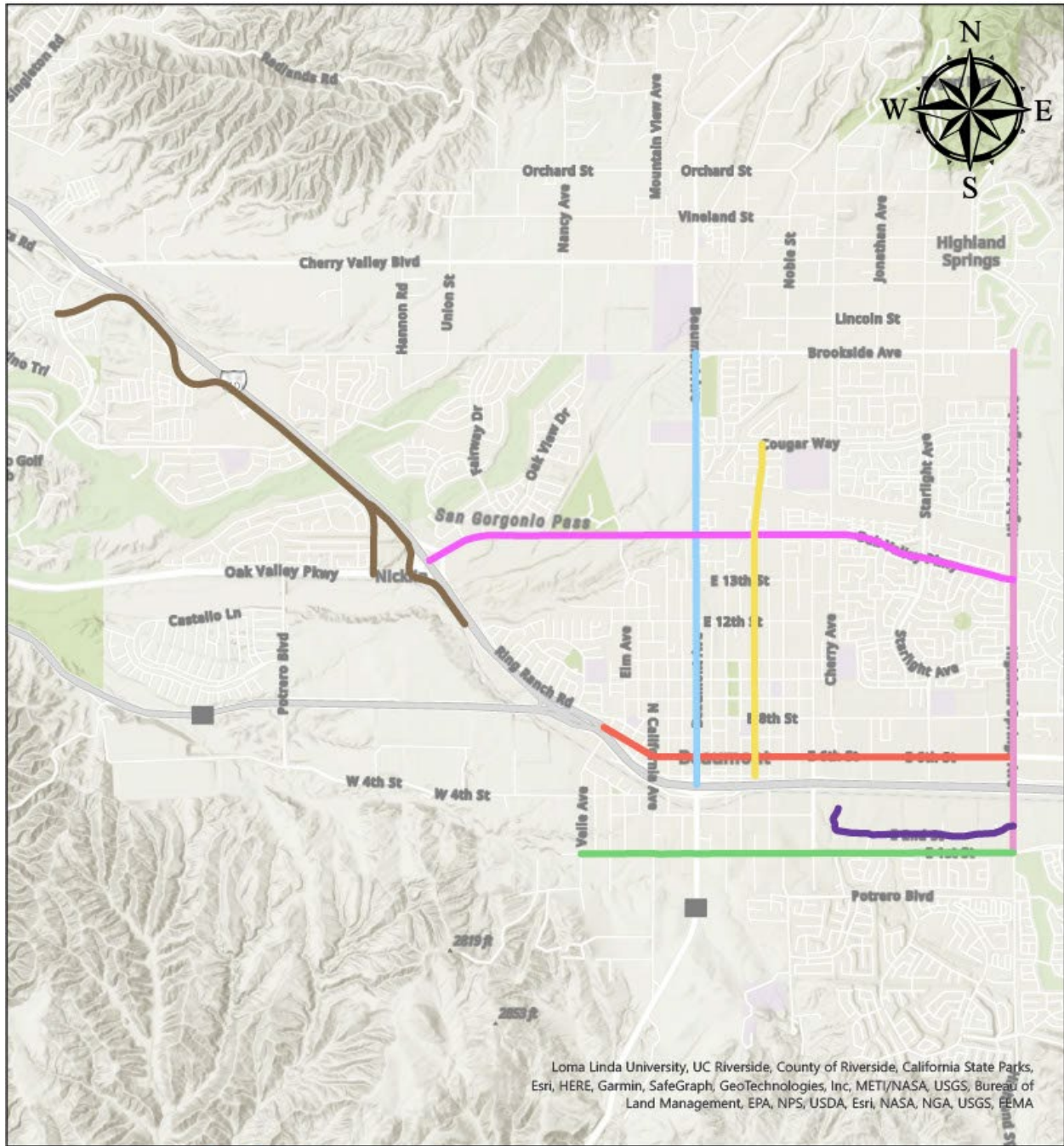
TEMPORARY SIGNS FOR SPECIAL EVENTS	
Sign Criteria	Limitation
Sign Quantity:	1 (may be in the form of a banner or pennant)
Maximum Area:	50 square feet in area (measured one side)
Maximum Height:	10 feet
Zone:	Any district
Time Limitation:	Taken down with 7 days of the event
Sign Permit Required:	Yes

17.07.090 - Signs permitted in all zones.

- A. *Permitted Signs.* Generally, sign permits shall be issued for signs included under this section, provided the signs are in compliance with the regulations stated in this section, and all other applicable laws and ordinances.
- B. *Special Event Signs.* See 17.07.080.C for applicable standards.
- C. *Permitted Signs—On-site Subdivision Commercial Signs.* Onsite subdivisions may display commercial signs which conform to the following:
 - 1. One temporary on-site subdivision commercial sign not to exceed 64 square feet total for two sides or 32 square feet for each side and a total overall height of 15 feet may be permitted on each primary street frontage of the property being subdivided, not to exceed two such signs for all phases of any subdivision (interior streets of the subdivision are not recognized as a main street frontage).
 - 2. Such commercial signs shall be removed within ten (10) days from the date of the final sale of the land and/or residences.
 - 3. Such commercial signs shall be maintained in good repair at all times.
 - 4. A cash deposit of \$500.00 per sign shall be deposited with the sign application to ensure compliance with this section and removal of such sign. The deposit shall be refunded to the applicant upon sign removal by the applicant. If the City is forced to remove any signs, then the cost of removal shall be deducted from the deposit. Additional costs incurred by the City resulting from the removal of illegal signs shall be charged to the developer.
- D. *Permitted Signs—Temporary Subdivision Commercial Directional Signs, On-Site.* The following signs may be permitted in any zoning district subject to the provisions listed:
 - 1. A maximum of six (6) signs may be used to lead customers to the site.
 - 2. Commercial signs shall be no larger than 600 square inches and shall be grouped on a two-sided sign structure. The City may, from time to time, develop or amend the design details for this sign structure.

3. Such a commercial sign structure shall be located not less than 600 feet from an existing or previously approved sign site. Further, each sign may only contain the name of the subdivision, and a directional arrow.
 4. The placement of each commercial sign structure shall be reviewed and approved by the Planning Director, who shall base the decision on non-communicative aspects of the sign.
 5. Commercial signs placed on private property shall require the written consent of the property owner, to be filed with the Planning Director prior to issuance of a permit.
 6. A sign location plan shall be prepared showing the site of each commercial directional sign, on-site and shall be submitted to the planning department prior to the issuance of a sign permit.
 7. Any such commercial sign approved for a particular subdivision within the City shall not be changed to advertise another subdivision.
 8. There shall be no additions, tag signs, streamers, devices, display boards, or appurtenance added to the sign as originally approved. Further, no other directional signing may be used, such as posters or trailer signs.
 9. All nonconforming subdivision commercial signs associated with the subdivision in question must be removed prior to the issuance of a new sign permit.
 10. A \$500.00 cash deposit shall be placed with the City to ensure compliance with this subsection. Any sign placed contrary to the provisions of this section may be removed by the City and the cost of removal shall be deducted from the deposit. Additional costs incurred by the City resulting from the removal of illegal signs shall be charged to the developer.
 11. The commercial sign(s) may remain on display only until the subdivision is sold out.
- E. *Signs on the Public Right-of-Way.* Signs on the public right-of-way are limited to noncommercial messages. Temporary noncommercial signs may be displayed for a period not to exceed 60 days. Any time a temporary noncommercial sign is removed in the public right-of-way, it shall not be replaced by the same or other temporary sign for a period of not less than 90 consecutive days.

Signs shall be placed a minimum of three (3) feet from edge of curb or street pavement if no curb exists and shall not obstruct pedestrian traffic or line of sight for vehicle traffic; no signs shall be placed in lawn areas, parks, medians, civic center, CRC, or other government buildings; signs shall not be attached to fences, traffic control posts, utility poles, or bus shelters; no signs shall be placed in grassy areas that are to be mowed or landscaped. Signs shall only be placed in areas identified in the map below.



Streets

- | | |
|---|--|
| <ul style="list-style-type: none"> — 1st Street — 2nd Street — 6th Street | <ul style="list-style-type: none"> — Beaumont Ave — Desert Lawn — Highland Springs — Oak Valley Pkwy — Palm Ave |
|---|--|

17.07.100 - Signs in recreation, open space, residential and agricultural zones.

- A. *R-C (Recreation-Conservation) Zone.* Signs in the R-C Zone shall be limited to commercial temporary signs in accordance with Section 17.07.080.B(1) of this Chapter and the following signs for commercial recreation uses, subject to approval of a Uniform Sign Program as described in Section 17.07.060.L.
 - 1. One Monument Sign for each street frontage, limited to five (5) feet in height and 32 square feet in size.
 - 2. Building mounted signage not exceeding ten (10) percent for any building wall.
- B. *Residential Zones.* The following signs shall be permitted in residential zoning districts:
 - 1. *Single-Family Residential Zone (R-SF).* Commercial temporary signs and identification signs in accordance with Section 17.07.080.B(1), and noncommercial temporary signs per Section 17.07.080.A.
 - 2. *Multi-Family Residential Zone (R-MF).*
 - a. Commercial temporary signs in accordance with Section 17.07.080.B(1) of this Chapter.
 - b. A maximum of two signs indicating the name of the multiple-family dwelling, apartment or dwelling group shall be permitted. Such signs may include Monument Signs not exceeding six (6) feet in height and/or wall-mounted signs. The total area of each sign shall not exceed four (4) square feet for less than 12 units, or 12 square feet for 12 or more units. Signs attached to the wall of the building shall not extend above the roof or eave line. Such sign may project 12 inches maximum from the building face. Identification signs may be illuminated, either internally or externally; provided, that all lights are directed away from public rights-of-way and adjacent properties.
 - c. An illuminated directory sign shall be provided at each entrance of all multi-family complexes with more than 12 dwelling units. Directory signs shall provide a diagrammatic representation of the complex in accordance with the requirements of the Fire Department
 - d. Noncommercial temporary signs per Section 17.07.080.A of this Chapter.
- C. *Rural Residential (R-R) Zone.*
 - 1. Commercial temporary signs and identification signs in accordance with Section 17.07.080.B(1) of this Chapter.
 - 2. Signs for produce sales, subject to approval of a Uniform Sign Program in accordance with Section 17.07.060.L of this Chapter.
 - 3. Noncommercial temporary signs per Section 17.07.080.A of this Chapter.
- D. *Traditional Neighborhood Residential (R-TN) Zone.* The R-SF Zone sign standards shall apply to single-family dwellings, and the R-MF Zone sign standards shall apply to multiple-family dwellings.

17.07.105 - Signs in urban village zone.

- A. *Urban Village Zone.* The R-MF Zone sign standards shall apply to multiple-family dwellings, and commercial zone sign standards (Section 17.07.120) shall apply to commercial uses.

17.07.110 - Signs in manufacturing zones, industrial complexes and business parks.

B. **(Manufacturing) M Zone, Industrial complexes and business parks.**

1. *Permitted Signs.* The following signs are specifically permitted for manufacturing zones, industrial complexes and business parks subject to the approval of a Uniform Sign Program in accordance with Section 17.07.060.L of this Chapter:
 - a. *Wall Signs.* One (1) wall sign is permitted for each wall face of the establishment, up to a maximum of four (4) wall signs. If said signs display commercial images or messages, they shall qualify as "onsite" commercial messages. In no case shall the total sign area of any unit or building exceed one (1) square foot of sign area for each linear foot of the unit's or buildings primary frontage. In no event shall the area of any one wall sign exceed 100 square feet. Wall signs shall not occupy more than 70 percent of the storefront or unit width. A wall sign may not project any of its height above the roof, eave line or parapet of the wall upon which it is mounted.
 - b. *Monument Signs.* One (1) Monument Sign not to exceed 30 square feet in sign area may be permitted. The Monument Sign structure shall not exceed six (6) feet in height. Additional Monument Signs may be permitted on parcels having more than one (1) frontage if the signs are located at least 300 feet apart. Monument signs shall be placed in a landscaped area or planter of not less than 250 square feet and shall be located a minimum of five (5) feet from any right-of-way, sidewalk or driveway.
 - c. *Pylon Sign.* One pylon sign not to exceed 100 square feet in sign area will be permitted to identify separate business or uses in the industrial complex. The pylon sign structure shall not exceed 20 feet in height. Pylon signs shall be placed in a landscaped area or planter of not less than 250 square feet. Pylon signs shall be a minimum of five (5) feet from any right-of-way, sidewalk or driveway.
 - d. *Commercial Directional Signs, On-Site.* A maximum of two (2) on-site directional signs per drive approach each not to exceed a total of ten (10) square feet in area and four (4) feet in height.

17.07.120 - Signs in commercial zones.

The standards and provisions contained in this section shall be applicable to the Commercial Neighborhood (C-N) and Community Commercial (C-C) zones.

- A. Permitted signs in the C-N and C-C Zones within a commercial complex shall include:
 1. *Wall Signs:* One (1) wall sign is permitted for each wall face of the establishment provided there are not more than four (4) wall signs for any one establishment. If used to display a commercial message, the sign must qualify as on-site. In no case shall the total sign area of any unit or building exceed one (1) square foot of sign area for each linear foot of the unit's or building's primary frontage and shall not exceed 100 square feet per sign. Wall signs shall not occupy more than 70 percent of the storefront or unit width. If the sign contains a logo, said logo shall be a maximum of 36 inches in height. A wall sign may not project any of its height above the roof eave line or parapet of the wall upon which is mounted.
 2. *Monument Signs:* One (1) Monument Sign not to exceed 30 square feet in sign area which may be permitted to identify separate establishments or uses in the commercial complex. The Monument Sign structure shall not exceed six (6) feet in height. Additional Monument Signs may be permitted on parcels having more than one (1) frontage and the signs are located at least 300 feet apart. Monument signs shall be placed in a landscaped area or planter of not less than 250 square feet.

Monument signs shall be located a minimum of five (5) feet from any right-of-way, sidewalk or driveway.

3. *Pylon Signs:* One (1) pylon sign not to exceed 100 square feet in sign area will be permitted to identify a separate business or uses in the commercial complex. The pylon sign structure shall not exceed 20 feet in height. For each secondary street frontage with at least 300 feet of length, one (1) additional pylon sign may be permitted not to exceed 100 square feet in sign area and shall not exceed 20 feet in height. When such a sign is used to display a commercial message, it must qualify as onsite.
 - a. Where pylon signs are placed on both major and secondary street frontages, each such sign shall be placed as near to the middle of the street frontage as practical or at a major driveway entrance to the commercial complex from the street frontage.
 - b. Pylon signs shall be placed in a landscaped area or planter of not less than 250 square feet. Pylon signs shall be a minimum of five (5) feet from any right-of-way, sidewalk or driveway.
 - c. A maximum of three (3) signs may be used to identify any one establishment pursuant to the criteria outlined in this section.
4. *Service and Delivery Signs:* One (1) unlighted sign per occupancy not to exceed two (2) square feet may be placed on the rear of the building for service and delivery purposes.
5. *Commercial Directional Signs, On-Site:* A maximum of two (2) on-site directional signs per drive approach, each not to exceed a total of ten (10) square feet in area and four (4) feet in height.
6. *Window Signs:* Window signs conforming to the provisions of Sections 17.07.070.B(1) and (14), and 17.07.080.B(2).

Under Canopy Signs: For each use or occupancy, one (1) maximum four (4) foot under canopy sign per frontage.

B. Permitted signs in the C-N and C-C Zones for uses not part of a commercial complex shall include:

1. *Wall Signs:* One (1) wall sign is permitted for each wall face of the establishment provided there are not more than four (4) wall signs for any one establishment. If such sign is used for a commercial message, it must qualify as on-site. In no case shall the total sign area of any unit or building exceed one (1) square foot of sign area for each linear foot of the unit's or building's primary frontage and shall not exceed 100 square feet per sign. Wall signs shall not occupy more than 70 percent of the storefront or unit width. A wall sign may not project any of its height above the roof eave line or parapet of the wall upon which is mounted.
2. *Service and Delivery Signs:* One (1) unlighted sign per occupancy not to exceed two (2) square feet may be placed on the rear of the building for service and delivery purposes.
3. *Directional Signs, On-Site:* A maximum of two (2) on-site directional signs per drive approach each not to exceed a total of ten (10) square feet in area and four (4) feet in height.
4. *Window Signs:* Window signs conforming to the provisions of Sections 17.07.070.B(1) and (14), and 17.07.080.B(2).
5. *Under Canopy Signs:* For each use or occupancy, one (1) maximum four (4) foot under canopy sign per frontage.

6. *Exceptions:* Certain exceptions to the sign standards applicable to commercial uses not located within a commercial complex may be approved by the Planning Commission including the election of freestanding sign(s) when the following findings can be made by the Planning Commission, without consideration of proposed message content (other than the onsite/offsite distinction in the case of commercial messages):
 - a. The site is subject to limited visibility and additional signing is necessary for a reasonable level of advertising exposure;
 - b. The type of establishment or the configuration of the site necessitates additional signage.
 - c. Exceptions shall be processed through the sign permit and minor variance process provided for in the Zoning Ordinance.
- C. **Freeway-Facing Signs.** Permitted in the C-N and C-C Zones subject to the following requirements:
1. The maximum allowable sign face area of any freeway-facing sign for a shopping center or commercial complex which totals more than 250,000 square feet of gross floor area shall be 300 square feet and shall not exceed 60 feet in height. When such display area is used for commercial speech, the copy must qualify as onsite as to the shopping center or commercial complex.
 2. The maximum allowable sign face area of any freeway-facing sign for a shopping center or commercial complex which totals less than 250,000 square feet of gross floor area shall be 150 square feet and shall not exceed 60 feet in height.
 3. Freeway-facing signs, including freeway-facing electronic message center signs, may only be permitted subject to the approval of a sign permit by the Planning Commission, and if said sign is a Billboard or relocated Billboard, the sign shall be subject to the requirements of section 17.07.030(G). Freeway-facing signs will be permitted when they satisfy all of these criteria:
 - a. The proposed sign is located upon the property upon which the use identified is located;
 - b. The proposed sign is located in the vicinity of a freeway interchange and within 300 feet of the freeway right-of-way and 600 feet of the intersecting street right-of-way;
 - c. The following findings must be made, without consideration of message content of the proposed sign:
 - i. The elevation of the freeway in relation to the elevation of the abutting properties justifies the height requested, and is the minimum necessary.
 - ii. The number and spacing of freeway signs will not cause unnecessary confusion, clutter or other unsightliness in the general location.
 - iii. The use identified, as well as its type, size and intensity, justifies the size, design and location of the sign requested.
 - iv. The needs of the traveling public for identification and directional information justifies the sign requested.
- D. **Automobile Service Station Signs.** Automobile service station signs shall be permitted subject to the following requirements:
1. *Identification/Price Monument Sign:* For each service station, one (1) monument, combination price and identification sign, maximum 30 square feet in size and

maximum six (6) feet in overall height shall be permitted, and must include all price advertising as required by State law. Elevated signs may be used subject to approval of the Planning Commission (without consideration of message content) where vision impairments exist, however elevated signs shall be designed with appropriate vision spaces. Such signs shall not exceed 15 feet in overall height.

2. *Identification Pylon Sign:* For service stations located contiguous to a freeway, where a freeway exit serves the street from which the service station takes direct access, in addition to the identification/price Monument Sign allowed by paragraph (1) above, one (1) pylon sign, maximum 100 square feet in size and 40 feet in overall height, situated so as to be directed toward and permanently viewable from the freeway, shall be permitted.
 3. *Special Service Signs:* Each service station may display two (2) special service signs per pump island. Special service signs shall be limited to such items as self-serve, full serve, air, water, cashier, and shall be non-illuminated. Such signs must be permanently affixed to the pump island they identify. Each sign may not exceed four (4) square feet in overall size.
 4. *Wall Signs:* Wall signs for automobile service stations shall be permitted subject to the provisions set forth in Section 17.07.110.A(1) and (6).
 5. *Commercial Directional Signs, On-Site:* Maximum of two (2) on-site directional signs per drive approach, each not to exceed a total of ten (10) square feet in area and four (4) feet in height.
 6. *Window Signs:* Window signs conforming to the provisions of Section 17.07.070.B(1) and (14), and 17.07.080.B(2).
- E. Theater Marquee Signs. Theater marquee signs shall be permitted subject to the following requirements:
1. The size of a theater marquee sign shall be determined by the number of screens. Each screen shall be permitted a maximum of ten (10) square feet for each sign face area. A theater marquee sign may not total more than 100 square feet of sign face area.
 2. A maximum of one (1) theater marquee sign, not to exceed 25 feet in height, is permitted per street frontage exclusive of freeway; provided, however, that the theater is part of an integrated shopping center.
 3. A maximum of one (1) theater marquee sign, not to exceed 25 feet in height, shall be permitted for theaters not considered to be part of an integrated shopping center.
 4. A maximum of one (1) wall-mounted theater marquee sign shall be permitted at the main entrance to the theater.
- F. Electronic Message Center Signs. Electronic message center signs shall be permitted subject to the following requirements:
1. One (1) electronic message center sign may be permitted in a commercial complex with a minimum of 25,000 square feet of floor area. No electronic message center sign shall be located closer than 2,500 feet to another electronic message center sign. A conditional use permit shall be required whereby the Planning Commission will determine the size and height of the sign.
 2. Each display shall appear for a period of at least eight (8) seconds. Displays shall not be animated, appear in incremental stages or move across the changeable copy sign face. The sign shall remain blank (no message or display) for at least one (1) second between separate images.

3. The sign may display only noncommercial messages or onsite commercial messages, related to those establishments that are part of the complex or the merchandise or activities available on the parcels which are part of the commercial complex. The sign shall not be used as a Billboard.
4. The sign shall be reviewed for traffic safety purposes by the City's Public Works Director and shall comply with any and all safety standards as prescribed by the State of California. Such reviews shall not consider message content.

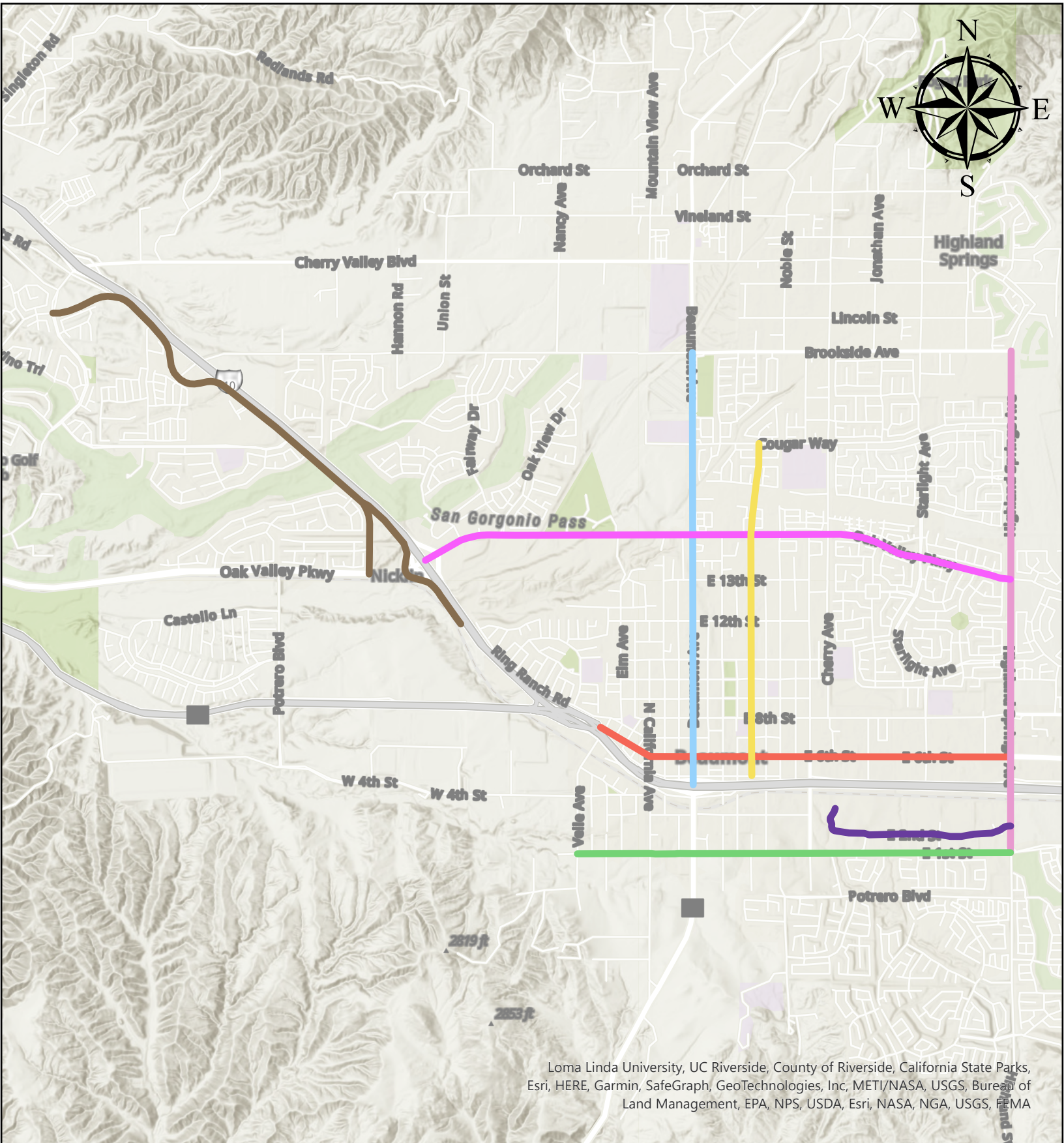
17.07.130 - Sign regulations for specific plan area zone.

- A. *Permitted Signs in the Specific Plan Area (SPA) Zone—Exempt Signs.* The SPA Zone permits a variety of residential and supporting commercial and other supporting land uses. Signs which may be erected without permits as provided for in Section 17.07.070 of this Chapter are permitted in the SPA Zone consistent with the respective land use.
- B. *Signs Subject to Permits.* Provisions and standards for signs shall be established within a specific plan for land uses contained therein. The specific plan shall establish a project-wide sign program and shall make provisions for the development and review of Uniform Sign Programs consistent with Section 17.07.060.L of this Chapter for each non-residential land use component of the specific plan.

17.07.140 - Sign design standards.

The design standards set forth in this section apply to all signs in the City of Beaumont.

- A. *Relationship to Other Signs.* Where there is more than one (1) Monument Sign located upon a lot, all such signs shall have designs which are well related to each other by the similar treatment or incorporated of not less than four (4) of the following six (6) design elements:
 1. Type of construction materials as used in the several sign components (such as cabinet, sign copy, supports);
 2. Letter style of sign copy;
 3. Illumination;
 4. Type or method used for supports, uprights or structure on which sign is supported;
 5. Sign cabinet or other configuration of sign area; and
 6. Shape of entire sign and its several components.
- B. *Landscaping.* Each Monument Sign shall be located in a planted landscaped area which is of a shape, design and size (equal to at least the sign area) that will provide a compatible setting and ground definition to the sign. The planted landscaped area shall be maintained on a reasonable and regular basis.
- C. *Illumination and Motion.* Monument signs shall be non-moving stationary structures (in all components) and illumination, if any, shall be maintained by artificial light which is stationary and constant in intensity and color at all times (non-flashing).
- D. *Sign Color.* Sign colors should be compatible with the building architecture. Within shopping centers, sign color should complement the color scheme for the center.



Loma Linda University, UC Riverside, County of Riverside, California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA, Esri, NASA, NGA, USGS, FEMA

- Streets**
- 1st Street
 - 2nd Street
 - 6th Street
 - Desert Lawn
 - Highland Springs
 - Oak Valley Pkwy
 - Palm Ave

LEGAL ADVERTISEMENT

NOTICE IS HEREBY GIVEN, that the City of Beaumont will conduct public hearings to consider the matter described below. The Planning Commission's public hearing will be held at 6:00 p.m. on Wednesday, September 27, 2023, and the City Council's public hearing will held at 6:00 p.m. on Tuesday, October 3, 2023, at 550 East Sixth Street, Beaumont, California.

**AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF BEAUMONT, CALIFORNIA
AMENDING CHAPTER 17.07 "SIGNS",
AND
CHAPTER 8.50 "OUTDOOR LIGHTING"
OF THE BEAUMONT MUNICIPAL CODE**

Public comments can be made in person, using the public comment phone line or by written email. Phone-in comments will be accepted by calling the designated public comment phone line (951) 922-4845 prior to the corresponding item. Public comments shall not exceed three minutes unless otherwise authorized by City Council. Written comments can be emailed to NicoleW@BeaumontCa.gov. Public comments accepted via email will be read aloud during the corresponding item of the meeting. Comments can be submitted any time prior to the meeting as well as during the meeting until the end of the corresponding item.

This meeting will be conducted in person and also and will be recorded for live streaming. All City of Beaumont public meetings will be made available via live streaming and made available on the City's official YouTube webpage. Please use the following link during the meeting for live stream access: BeaumontCa.gov/Livestream

Christina Taylor
Deputy City Manager
ctaylor@beaumontca.gov

The Press-Enterprise
Published: 9/16/23



Staff Report

TO: City Council
FROM: Jennifer Ustation, Finance Director
DATE: November 7, 2023
SUBJECT: FY2023-2024 1st Quarter Cash and Investment Report

Description Receive and file the FY2023-2024 1st Quarter Cash and Investment Report.

Background and Analysis:

In accordance with Government Code Section 53646(8)(1) and per the City’s Investment Policy, the City Treasurer through the Finance Department shall submit to the Finance Committee a quarterly report that will then be taken to City Council.

Staff have prepared the investment reports and certification as of quarter ending September 30, 2023. A summary of bank activity by each month in the quarter is provided below.

Bank Name	Beginning Bank Balance July 1, 2024	Deposits	Payments	Ending Bank Balance July 31, 2024
Wells Fargo Checking	1,151,369.00	13,235,172.69	14,039,641.69	346,900.00
Wells Fargo - Sweep	63,686,077.65	4,310,393.97	4,812,555.04	63,183,916.58
Bank of Hemet - Payroll	2,251,169.51	-	1,434,678.45	816,491.06
Bank of Hemet - Gas Tax	3,825,864.07	231,561.80	-	4,057,425.87
Bank of Hemet - Evidence and Seizure Fund	344,335.04	29.24	-	344,364.28
Bank of Hemet - Construction	8,184,999.98	695.16	-	8,185,695.14
Grand Total				

Bank Name	Beginning Bank Balance August 1, 2024	Deposits	Payments	Ending Bank Balance August 31, 2024
Wells Fargo Checking	346,900.00	35,595,229.61	32,921,756.61	3,020,373.00
Wells Fargo - Sweep	63,183,916.58	3,531,377.28	32,479,270.93	34,236,022.93
Bank of Hemet - Payroll	816,491.06	2,500,000.00	1,603,175.31	1,713,315.75
Bank of Hemet - Gas Tax	4,057,425.87	387,499.48	-	4,444,925.35
Bank of Hemet - Evidence and Seizure Fund	344,364.28	29.25	-	344,393.53
Bank of Hemet - Construction	8,185,695.14	695.22	-	8,186,390.36
Grand Total	76,934,792.93	42,014,830.84	67,004,202.85	51,945,420.92

Bank Name	Beginning Bank Balance September 1, 2024	Deposits	Payments	Ending Bank Balance September 30, 2024
Wells Fargo Checking	3,020,373.00	32,265,743.22	32,279,754.22	3,006,362.00
Wells Fargo - Sweep	34,236,022.93	5,455,213.23	24,831,055.71	14,860,180.45
Bank of Hemet - Payroll	1,713,315.75	2,500,000.00	1,622,814.16	2,590,501.59
Bank of Hemet - Gas Tax	4,444,925.35	119,345.22	-	4,564,270.57
Bank of Hemet - Evidence and Seizure Fund	344,393.53	27.36	-	344,420.89
Bank of Hemet - Construction	8,186,390.36	650.43	-	8,187,040.79
Grand Total	51,945,420.92	40,340,979.46	58,733,624.09	33,552,776.29

BANK BALANCES 1st QTR FY 23-24				
CITIBANK ACCOUNTS	#	July 2023	August 2023	September 2023
Wells Fargo				
GENERAL	52455	\$ 346,900.00	\$ 3,020,373.00	\$ 3,006,362.00
Sweep		\$ 63,183,916.58	\$ 34,236,022.93	\$ 14,860,180.45
		<u>\$ 63,530,816.58</u>	<u>\$ 37,256,395.93</u>	<u>\$ 17,866,542.45</u>
BANK OF HEMET				
PAYROLL	50301	\$ 816,491.06	\$ 1,713,315.75	\$ 2,590,501.59
GAS TAX	21901	\$ 4,057,425.87	\$ 4,444,925.35	\$ 4,564,270.57
EVIDENCE AND SEIZURE FUND	20042	\$ 344,364.28	\$ 344,393.53	\$ 344,420.89
CONSTRUCTION	20048	\$ 8,185,695.14	\$ 8,186,390.36	\$ 8,187,040.79
		<u>\$ 13,403,976.35</u>	<u>\$ 14,689,024.99</u>	<u>\$ 15,686,233.84</u>
US BANK				
INVESTMENT PORTFOLIO	10770	\$ 70,606,467.70	\$ 70,792,780.25	\$ 70,934,423.60
LIQUIDITY FUND	13574	\$ 11,199,860.62	\$ 11,244,994.52	\$ 11,292,110.69
		<u>\$ 81,806,328.32</u>	<u>\$ 82,037,774.77</u>	<u>\$ 82,226,534.29</u>
LAIF	3-056	<u>\$ 48,561,894.11</u>	<u>\$ 48,561,894.11</u>	<u>\$ 48,561,894.11</u>
PARS		<u>\$ 2,580,621.01</u>	<u>\$ 2,536,108.51</u>	<u>\$ 2,540,928.19</u>

The significant transactions during the quarter were as follows:

- LAIF interest recorded on 7/14/2023 in the amount of \$378,308.66, in comparison to prior year 4th quarter payment was \$128,244.38.
- Net income received for the quarter on the portfolio managed by Public Trust is \$685,609.20.
- Net income earned on California CLASS investment pool is \$39,160.34.

- Interest received for the quarter on the Wells Fargo Sweep account is \$593,199.60.
- Interest received for the quarter on the Bank of Hemet accounts is \$3,178.76.
- The PARS earnings for the quarter are \$-74,692.40.

Total earnings - \$1,624,764.16

The City purchased \$5M of laddered CDs from BMO Harris Bank in August 2023. These CDs have an annual percentage yield of 5.27% which will be paid at maturity.

This report was reviewed with the Finance and Audit Committee at the October 23, 2023, meeting.

Fiscal Impact:

The estimated cost to prepare this report is \$398.

Recommended Action:

Receive and file report.

Attachments:

- A. Pooled Cash Investments Holding Report as of September 30, 2023
- B. Pooled Cash Report as of September 30, 2023
- C. Investment Certification for Quarter Ending September 30, 2023
- D. Wilmington Trust Security Listings as of September 30, 2023
- E. Wilmington Trust Maturity Dates
- F. Public Trust Advisors Portfolio Report
- G. Public Trust Advisors Liquidity Portfolio Report
- H. PARS Portfolio Performance September 30, 2023



CITY OF BEAUMONT
POOLED INVESTMENT PORTFOLIO HOLDINGS
 September 30, 2023

DESCRIPTION OF SECURITY	COUPON RATE	MATURITY DATE	*INVEST RATING	PURCH DATE	COST VALUE	MARKET VALUE	Estimated Current Yield
<u>Deposit Accounts</u>							
Wells Fargo Checking (Pooled Cash)	N/A	N/A	NR	N/A	3,006,362.00	3,006,362.00	
Wells Fargo Sweep Account	N/A	N/A	NR	N/A	14,860,180.45	14,860,180.45	5.21
Bank of Hemet - Payroll	N/A	N/A	NR	N/A	2,590,501.59	2,590,501.59	
Bank of Hemet - Gas Tax	0.1	N/A	NR	N/A	4,564,270.57	4,564,270.57	
Bank of Hemet - Evidence and Seizure Fund	0.1	N/A	NR	N/A	344,420.89	344,420.89	0.1
Bank of Hemet - Construction	0.1	N/A	NR	N/A	8,187,040.79	8,187,040.79	0.1
						33,552,776.29	
<u>Certificates of Deposit</u>							
BMO Harris Bank	5.27	1/29/2024	NR	8/2/2023	2,000,000.00	2,000,000.00	
BMO Harris Bank	5.27	5/2/2024	NR	8/2/2023	1,500,000.00	1,500,000.00	
BMO Harris Bank	5.27	8/2/2024	NR	8/2/2023	1,500,000.00	1,500,000.00	
Local Agency Investment Fund (LAIF)	N/A	Varies	NR	Varies	48,561,894.11	48,561,894.11	3.42
Cash and Investment Held by Third Party Trustee (Wilmington Trust)							
<u>Cash & Equivalents</u>	N/A	N/A	NR	N/A	23,756,382.92	23,756,382.92	
<u>Fixed Income Securities</u>	Varies	Varies	Varies	Varies	86.00	86.00	
Cash and Investment Held by Third Party Trustee (US Bank)							
<u>Cash & Equivalents</u>	N/A	N/A	NR	N/A	27,371,084.02	27,364,166.33	5.06
California CLASS	N/A	N/A	NR	N/A	20,000,000.00	20,039,160.34	5.48
<u>Fixed Income Securities</u>	Varies	Varies	Varies	Varies	61,366,362.35	62,525,588.65	3.72
Cash and Investment Held by Third Party Trustee (PARS Pension 115 Trust)							
<u>Cash & Equivalents</u>					2,523,423.80	2,450,928.19	



Pooled Cash Report

For the Period Ending 9/30/2023

Fund (Claim on Cash)	Account Name	Beginning Balance	Current Activity	Current Balance
100	General Fund	38,988,731.19	(8,075,605.75)	30,913,125.44
120	Self Insurance	6,276,643.71	(15,838.27)	6,260,805.44
200	Highway Users Tax (GAS)	(1,399,355.98)	(346,582.27)	(1,745,938.25)
201	SB1	240,496.40	2,395.46	242,891.86
202	Measure A	2,752,802.77	215,261.70	2,968,064.47
205	Motor Vehicle Subvention (AB2766)	247,084.16	20,700.95	267,785.11
210	Public, Education, Govt (PEG)	35,195.07	(4,050.60)	31,144.47
215	Community Development/Grants (CDBG)	(31,177.82)	(581,504.57)	(612,682.39)
220	Citizen Option Public Safety (COPS)	530,645.12	(6,859.52)	523,785.60
225	Asset Seizures - State	36,948.47	1,312.38	38,260.85
230	Asset Seizures - Federal	53,146.61	529.37	53,675.98
240	Other Special Revenue Fund	434,103.32	48,908.69	483,012.01
250	Community Facilities District (CFD)-Admin	51,075.27	1,334,440.61	1,385,515.88
255	Community Facilities District (CFD)-Maint	3,192,995.08	(3,127,619.96)	65,375.12
260	Community Facilities District (CFD)-Public Safety	755,813.09	(558,291.50)	197,521.59
500	General Capital Projects	35,171,308.07	5,028,854.38	40,200,162.45
510	Community Facilities District	13,182,957.54	31,356.71	13,214,314.25
550	Other Mitigation	6,661.87	66.35	6,728.22
552	Basic Services Mitigation	1,782,615.23	(47,876.92)	1,734,738.31
554	General Plan Mitigation	228,850.03	5,425.10	234,275.13
555	Recreational Facilities Mitigation	2,511,599.45	54,332.67	2,565,932.12
556	Traffic Signal Mitigation	1,879,000.97	(462,937.72)	1,416,063.25
558	Railroad Crossing Mitigation	2,951,708.64	(112,032.73)	2,839,675.91
559	Police Facilities Mitigation	1,846,720.50	23,601.26	1,870,321.76

560	Fire Station Mitigation	5,798,100.08	86,971.37	5,885,071.45
562	Road and Bridge Mitigation	14,561,787.01	(557,605.33)	14,004,181.68
564	Recycled Water Mitigation	4,239,649.93	131,972.04	4,371,621.97
566	Emergency Preparedness Mitigation	796,925.05	42,159.14	839,084.19
567	Community Park Mitigation	2,927,775.00	40,705.15	2,968,480.15
568	Regional Park Mitigation	1,970,238.79	7,273.41	1,977,512.20
569	Neighborhood Parks Mitigation	3,700,340.06	53,684.32	3,754,024.38
570	Pass Thru DIF Fund	10,377,365.77	(2,784,792.84)	7,592,572.93
600	Internal Service Fund	6,561,099.54	(288,670.59)	6,272,428.95
700	Wastewater	7,418,540.19	(457,691.22)	6,960,848.97
705	Wastewater Mitigation	10,009,868.13	245,826.24	10,255,694.37
710	Wastewater Capital Projects	(1,140,304.55)	(1,868,280.11)	(3,008,584.66)
750	Transit	1,229,015.59	(14,787.51)	1,214,228.08
755	Transit GASB	373,030.97	-	373,030.97
760	Transit Capital Projects	(81,364.52)	(59,775.10)	(141,139.62)
840	City of Beaumont CFD	21,259,154.52	(13,990,886.65)	7,268,267.87
850	Beaumont Finance Authority	23,617.21	(23,617.21)	-
855	Beaumont Public Improv Authority	0.01	(0.01)	-
860	Evidence	24,786.48	1,746.66	26,533.14
		<u>201,776,194.02</u>	<u>(26,007,782.42)</u>	<u>175,768,411.60</u>

Total Claim on Cash

Cash In Bank

	Pooled Cash	1,151,369.00	1,854,993.00	3,006,362.00
	Sweep	63,686,077.65	(48,825,897.20)	14,860,180.45
	Investments with Trustee	81,542,441.27	27,195,005.10	108,737,446.37
	LAIF	48,183,585.45	378,308.66	48,561,894.11
	Total Cash in the Bank	<u>130,877,395.72</u>	<u>(19,397,590.44)</u>	<u>175,165,882.93</u>

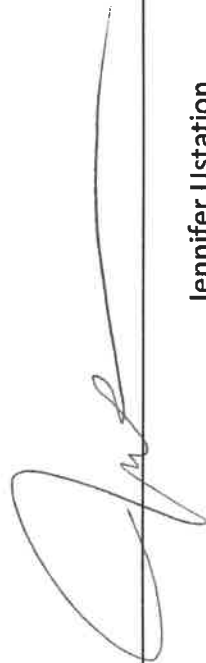
Due to Other Funds

	999 Due to Other Funds	8,364,089.65	(396,129.19)	3,608,890.67
	Total Due to Other Funds	<u>8,364,089.65</u>	<u>(396,129.19)</u>	<u>3,608,890.67</u>

Cash in Bank	194,563,473.37	175,165,882.93
Claim on Cash	201,776,194.02	175,768,411.60
Difference	<u>(7,212,720.65)</u>	<u>(602,528.67)</u>
Pooled Cash	1,151,369.00	3,006,362.00
Due to Other Funds	8,364,089.65	3,608,890.67
	<u>(7,212,720.65)</u>	<u>(602,528.67)</u>
Total Difference	-	0.00

City of Beaumont
Investment Report
For the Quarter Ended
September 30, 2023

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



Jennifer Ustation
Finance Director
October 23, 2023

Holdings Summary								
For 626 Accounts								
Account Level Detail - Separate Principal and Income								
As of Date 09/30/2023								
Comparison Date 09/30/2023								
Portfolio Type/Currency(Local)	Security Type	Asset Class/Industry	Market Value	MV (%)	Accrued Income	Unknown Accrued Income?	MV w/ Accrued Income	Unknown MV with Acr Inc?
Principal Portfolio - USD	Cash & Equivalents	Taxable	23,756,382.92		99,410.05	0.00	23,855,792.97	0.00
Principal Portfolio - USD	Fixed Income	U.S. Tax-Exempt Fixed Income	86.00		0.00	0.00	86.00	0.00

+ Unknown
^ Incomplete

Market Value Comparison Date	MV (%) Comparison Date
23,756,382.92	21,635.49
86.00	664.51

+ Unknown
^ Incomplete

City of Beaumont Maturity Dates (all issues)

121031-000	Beaumont CFD93-1 2013A Financing Authority	Authority	9/1/2023
121032-000	Beaumont CFD93-1 2013A IA19C	CFD	9/1/2023

Issue pays in full on 9/1/2023

121035-000	Beaumont CFD93-1 2013A Financing Authority	Authority	9/1/2023
121037-000	Beaumont CFD93-1 2013A IA17A	CFD	9/1/2023

Issue pays in full on 9/1/2023

121041-000	Beaumont CFD93-1 2015A Financing Authority	Authority	9/1/2045
121043-000	Beaumont CFD93-1 2015A IA7A1	CFD	9/1/2045

121046-000	Beaumont CFD93-1 2015B Financing Authority	Authority	9/1/2035
121048-000	Beaumont CFD93-1 2015B IA19A	CFD	9/1/2035

121049-000	Beaumont CFD93-1 2015C Financing Authority	Authority	9/1/2034
121050-000	Beaumont CFD93-1 2015C IA18	CFD	9/1/2034

121051-000	Beaumont CFD93-1 2015D Financing Authority	Authority	9/1/2034
121052-000	Beaumont CFD93-1 2015D IA16	CFD	9/1/2034

123240-000	Beaumont 93-1 2017A IA6A1	Authority	9/1/2035
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123431-000	Beaumont 93-1 2017A IA8	Authority	9/1/2032
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123239-000	Beaumont 93-1 2017A IA8A	Authority	9/1/2035
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123433-000	Beaumont 93-1 2017A IA8B	Authority	9/1/2037
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120990-009	Beaumont 93-1 2017A IA8C	Authority	9/1/2038
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123223-000	Beaumont 93-1 2017A IA8D	Authority	9/1/2039
123436-000	Beaumont 93-1 2017A 1A14	Authority	9/1/2032
123456-000	Beaumont 93-1 2017A IA14A	Authority	9/1/2033
123221-000	Beaumont 93-1 2017A IA14B	Authority	9/1/2037
121032-013	Beaumont 93-1 2017A IA19C	Authority	9/1/2036
121021-034	Beaumont 93-1 2018A IA7B	Authority	9/1/2039
132553-000	Beaumont 93-1 2018A IA7D	Authority	9/1/2048
121009-017	Beaumont 93-1 2018A IA8C	Authority	9/1/2048
123223-010	Beaumont 93-1 2018A IA8D	Authority	9/1/2048
132571-000	Beaumont 93-1 2018A IA8E	Authority	9/1/2048
129848-000	Beaumont 93-1 2018A IA17C	Authority	9/1/2048
131715-000	Beaumont Pub Imp WW Rev Bds 2018	WasteWater	9/1/2049
136802-000	Beaumont BPIA LRBS Series 2019	Authority	9/1/2032
136797-000	Beaumont CFD 93-1 2019 IA3	CFD	9/1/2032
136798-000	Beaumont CFD 93-1 2019 IA9	CFD	9/1/2032
136799-000	Beaumont CFD 93-1 2019 IA10A	CFD	9/1/2032

136800-000	Beaumont CFD 93-1 2019 IA11	CFD	9/1/2032
136801-000	Beaumont CFD 93-1 2019 IA12	CFD	9/1/2032

134436-000	Beaumont 2016-1 (Fariway Cyn) IA 19C 2019	Authority	9/1/2049
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136806-000	Beaumont CFD 2016-2 2019 (Sundance)	Authority	9/1/2049
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138228-000	Beaumont CFD 2016-4 2019	Authority	9/1/2049
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141969-002	Beaumont CFD 93-1 2020 IA8F	Authority	9/1/2050
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143124-000	Beaumont CFD 2019-1 2020	Authority	9/1/2050
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142529-000	Beaumont CFD93-1 2020 Financing Authority		9/1/2042
121009-018	Beaumont CFD 93-1 2020 IA8C		9/1/2042
142528-000	Beaumont CFD 93-1 2020 IA17B		9/1/2042

149426-000	Beaumont BPIA LRBS Series 2021		9/1/2039
121021-100	Beaumont CFD 93-1 2021 IA7B		9/1/2039
149424-000	Beaumont CFD 93-1 2021 IA7C		9/1/2039
149422-000	Beaumont CFD 93-1 2021 IA17A		9/1/2034
149421-000	Beaumont CFD 93-1 2021 IA19C		9/1/2036
149425-000	Beaumont CFD 93-1 2021 IA20		9/1/2035

163158-000	Beaumont CFD 2016-3 2023	Authority	9/1/2048
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Board Package

City of Beaumont, CA (257428)

[07-01-2023]--[09-30-2023]

07/01/2023 - 09/30/2023

Dated: 10/20/2023

Locked Down

Table of Contents

Dated: 10/20/2023

<u>Risk Summary (1) (City of Beaumont, CA (257428))</u>	1
<u>Performance Overview (City of Beaumont, CA (257428))</u>	5
<u>Index Comparison (City of Beaumont, CA (257428))</u>	8
<u>GAAP Financials (City of Beaumont, CA (257428))</u>	11
<u>Current Holdings (City of Beaumont, CA (257428))</u>	12
<u>Realized Gain/Loss (City of Beaumont, CA (257428))</u>	13
<u>Income Detail (City of Beaumont, CA (257428))</u>	14
<u>Issuer Concentration (> \$550K) (City of Beaumont, CA (257428))</u>	15
<u>Historical Trends (City of Beaumont, CA (257428))</u>	16
<u>Credit Events (City of Beaumont, CA (257428))</u>	17

Risk Summary (1)

07/01/2023 - 09/30/2023

[Return to Table of Contents](#)

City of Beaumont, CA (257428)

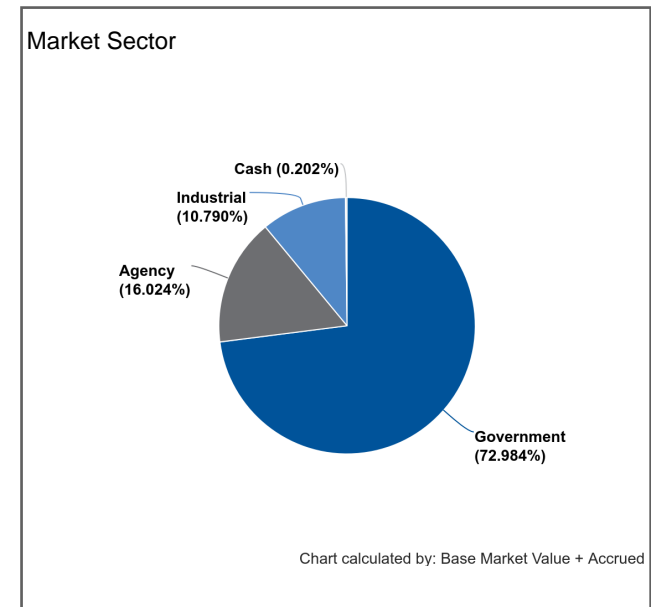
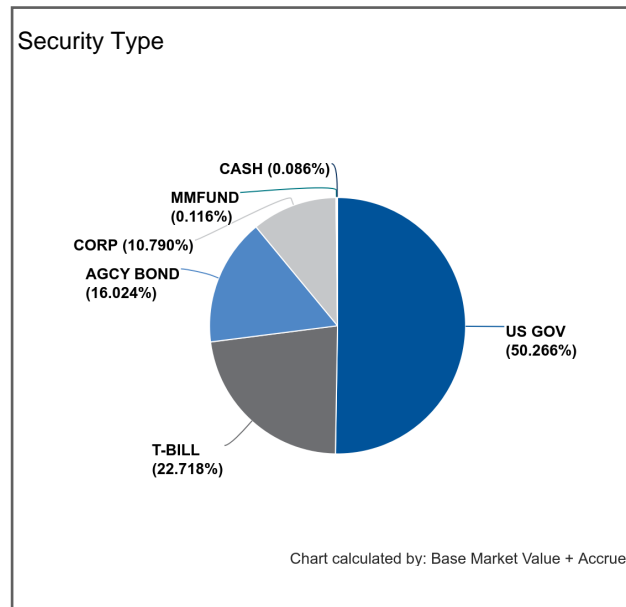
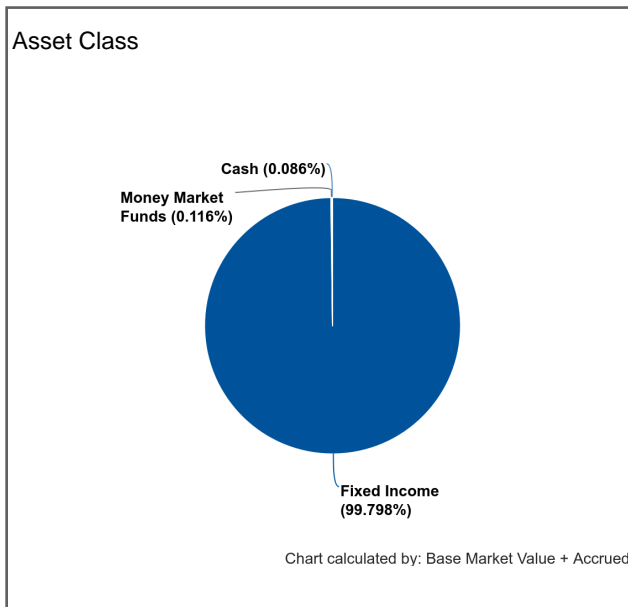
Dated: 10/20/2023

Balance Sheet	
Book Value + Accrued	71,642,968.40
Net Unrealized Gain/Loss	-1,225,259.96
Market Value + Accrued	70,417,708.44

Cash and Fixed Income Summary	
Risk Metric	Value
Cash	60,802.71
MMFund	81,373.33
Fixed Income	70,275,532.40
Duration	1.279
Convexity	0.030
WAL	1.357
Years to Final Maturity	1.355
Years to Effective Maturity	1.355
Yield	4.331
Book Yield	3.985
Avg Credit Rating	AA+/Aa1/AA+

Issuer Concentration	
Issuer Concentration	% of Base Market Value + Accrued
Other	0.463%
United States	72.984%
Toyota Motor Corporation	1.382%
PACCAR Inc	2.209%
Federal Home Loan Banks	7.054%
Farm Credit System	8.971%
Deere & Company	1.403%
Chevron Corporation	1.417%
Caterpillar Inc.	1.392%
Apple Inc.	1.334%
Amazon.com, Inc.	1.392%
---	100.000%

Footnotes: 1,2



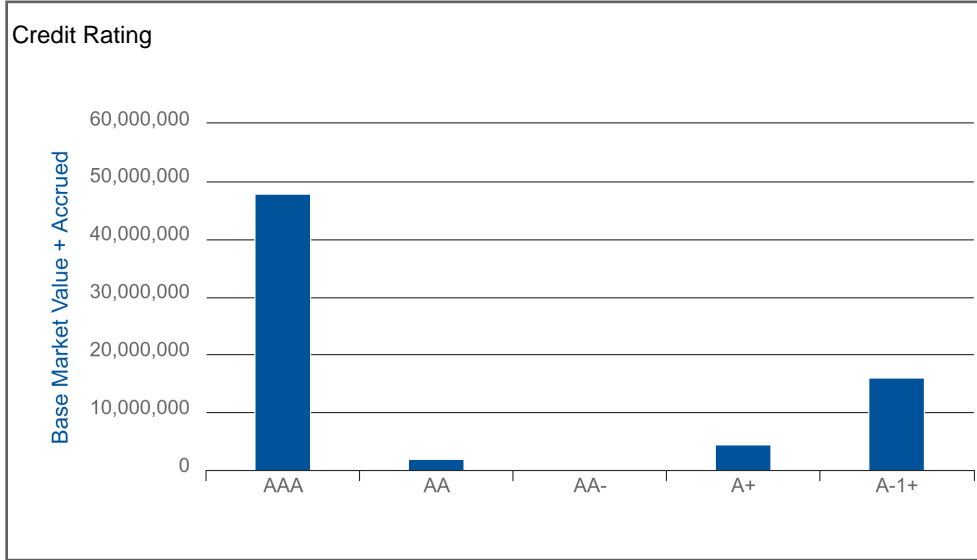
Risk Summary (1)

07/01/2023 - 09/30/2023

[Return to Table of Contents](#)

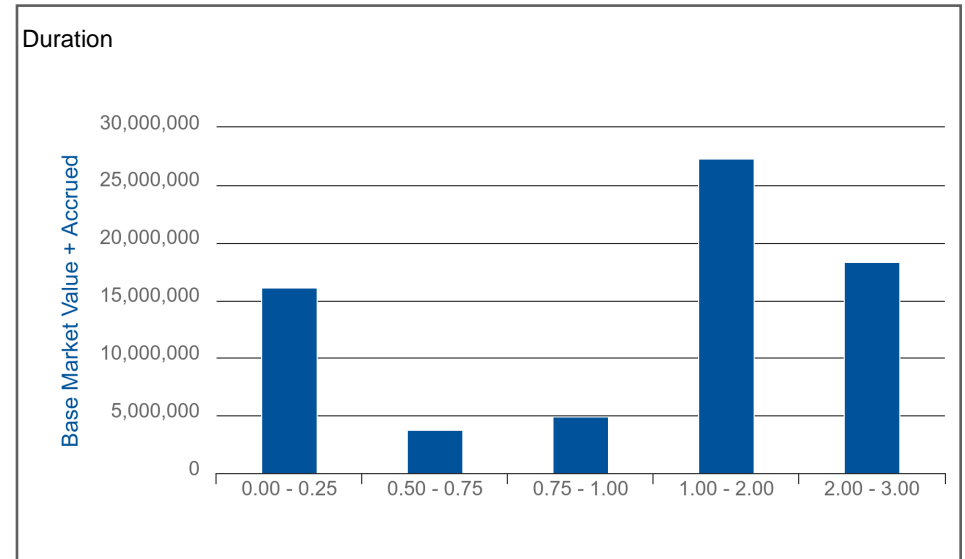
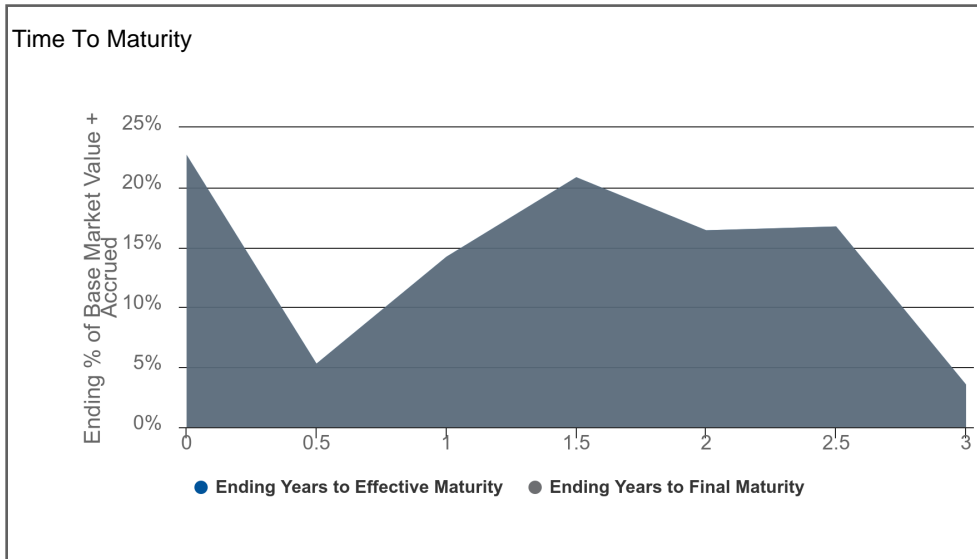
City of Beaumont, CA (257428)

Dated: 10/20/2023



Credit Duration Heat Map

Rating	0 - 1	1 - 2	2 - 3	3 - 4	4 - 5	5 - 7	7 - 10	10 - 15	15 - 30
AAA	33.815%	32.042%	24.688%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
AA	0.000%	3.070%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
A	1.382%	3.601%	1.403%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
BBB	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
BB	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
B	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
CCC	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
CC	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
C	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
NA	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%



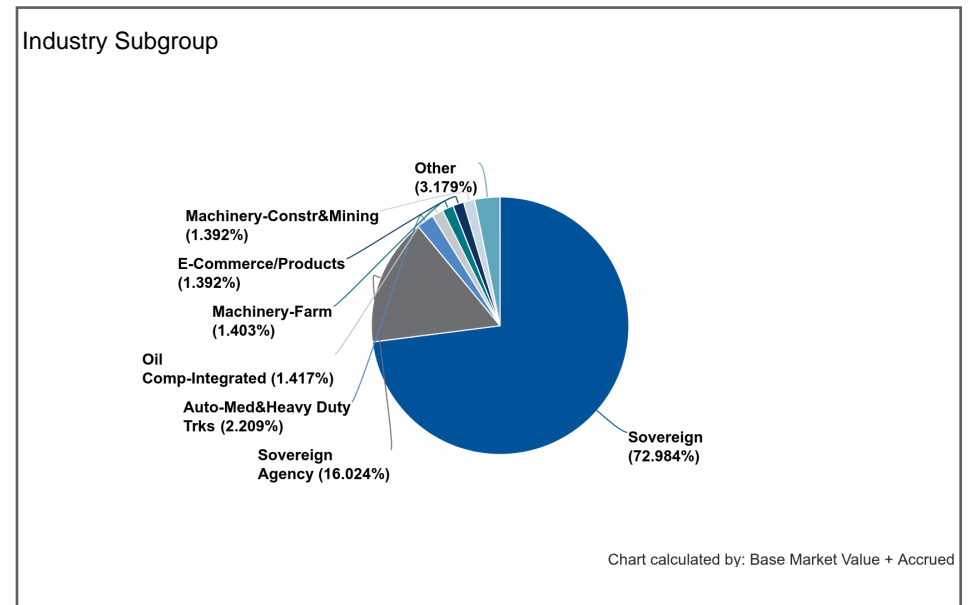
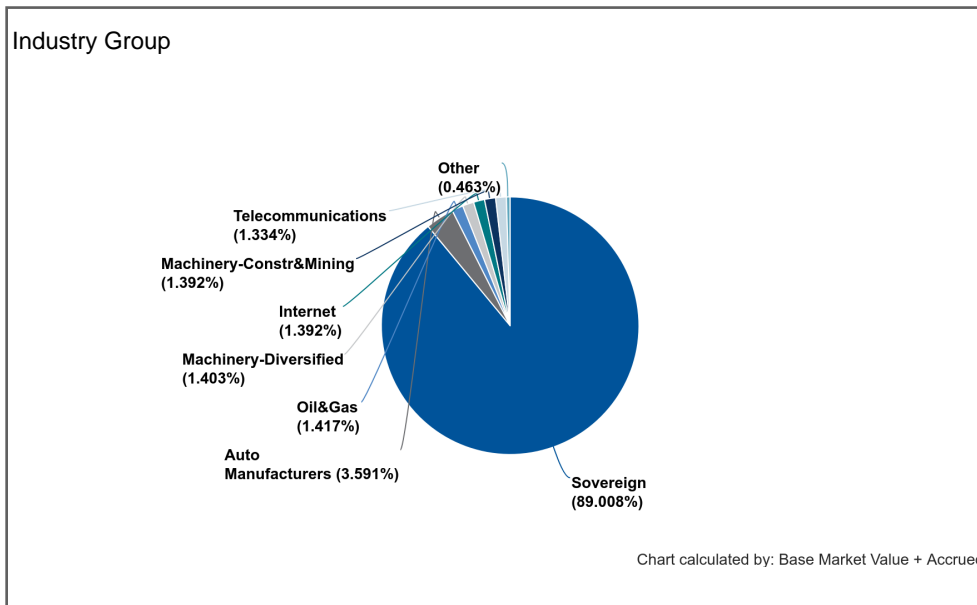
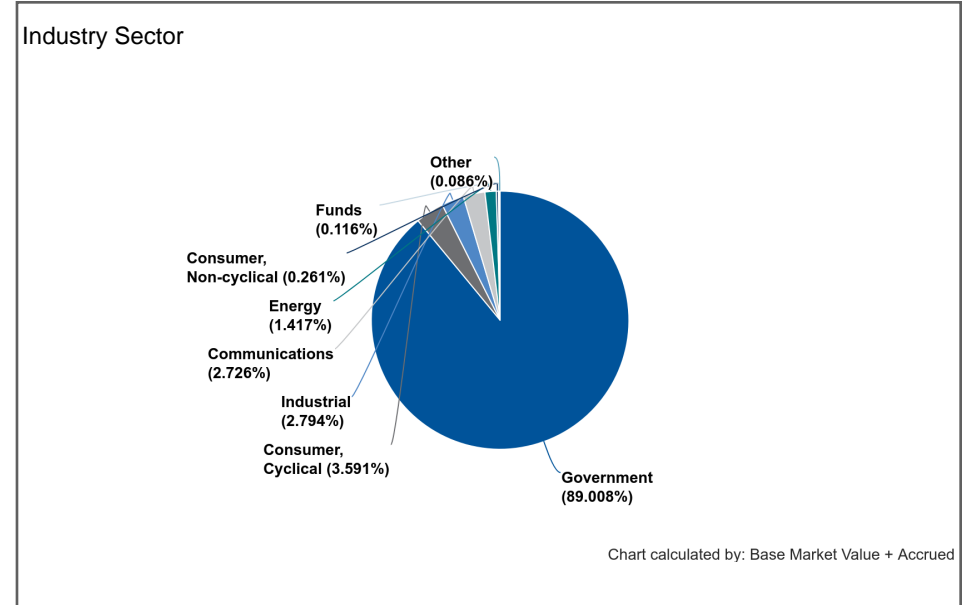
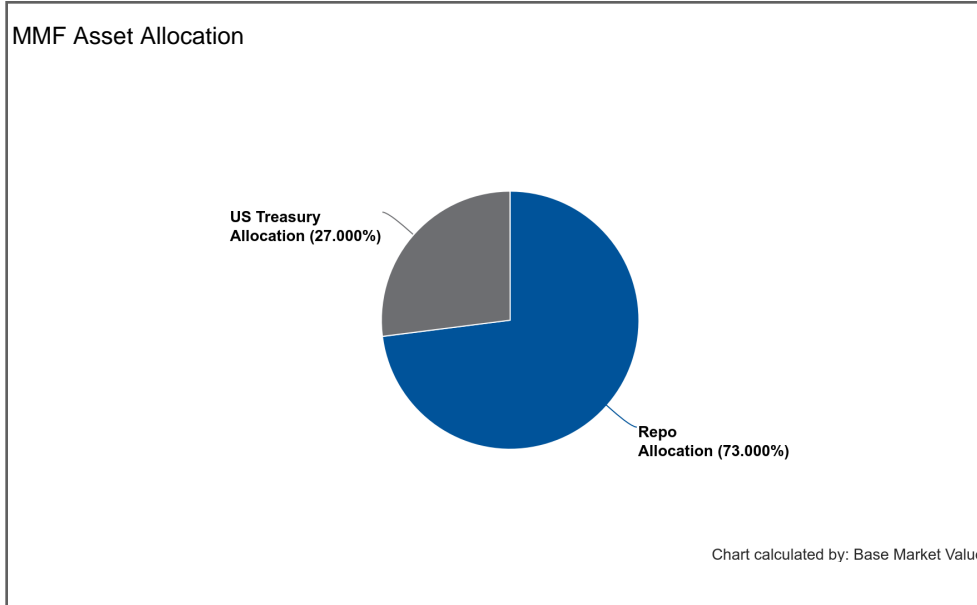
Risk Summary (1)

07/01/2023 - 09/30/2023

[Return to Table of Contents](#)

City of Beaumont, CA (257428)

Dated: 10/20/2023



Risk Summary (1)

07/01/2023 - 09/30/2023

City of Beaumont, CA (257428)

Dated: 10/20/2023

[Return to Table of Contents](#)

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

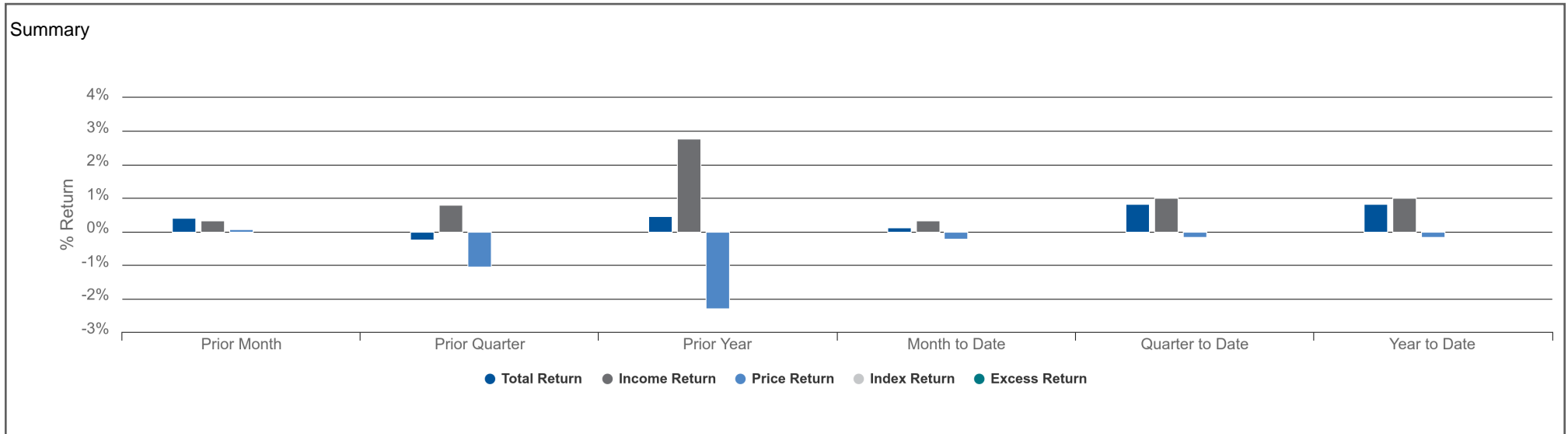
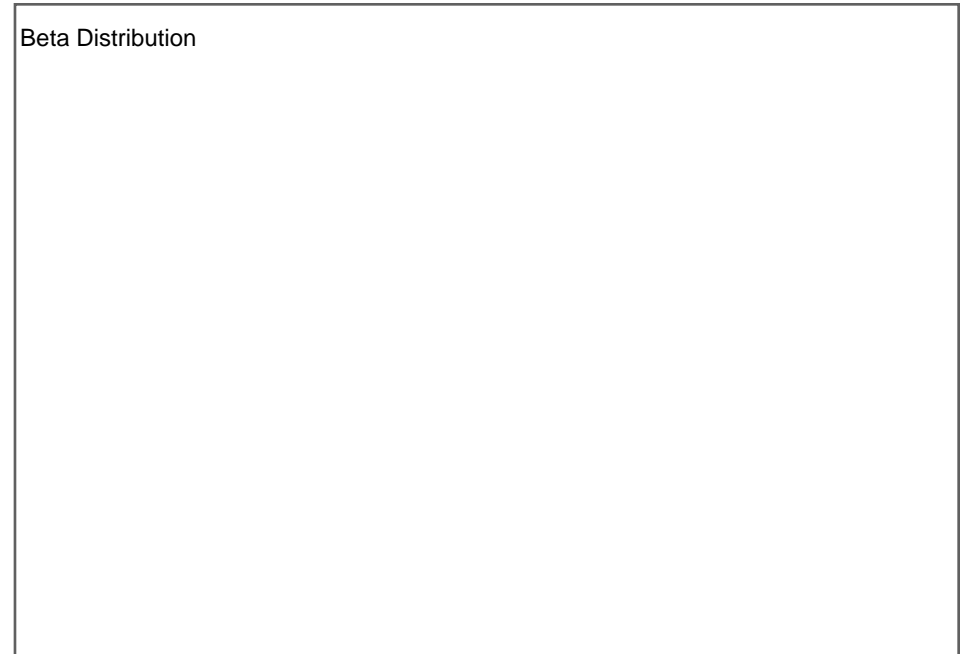
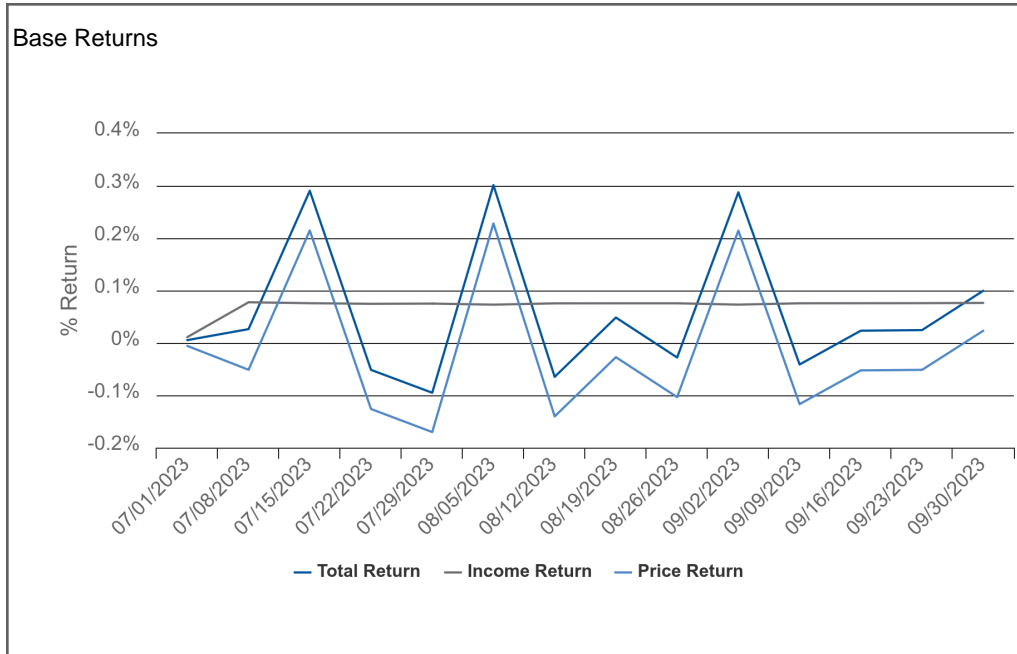
Performance Overview

City of Beaumont, CA (257428)

07/01/2023 - 09/30/2023

[Return to Table of Contents](#)

Dated: 10/20/2023



Performance Overview

City of Beaumont, CA (257428)

07/01/2023 - 09/30/2023

[Return to Table of Contents](#)

Dated: 10/20/2023

Portfolio Summary	
Asset Class	Base Market Value + Accrued
Cash	60,802.71
Money Market Funds	81,373.33
Fixed Income	70,275,532.40
Total	70,417,708.44
Footnote: 1	

Cash and Fixed Income Summary	
Risk Metric	Value
Cash	60,802.71
MMFund	81,373.33
Fixed Income	70,275,532.40
Duration	1.279
Convexity	0.030
WAL	1.357
Years to Final Maturity	1.355
Years to Effective Maturity	1.355
Yield	4.331
Book Yield	3.985
Avg Credit Rating	AA+/Aa1/AA+

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

Compliance Status					
Compliant	Account	Policy Name	Total Rules	Compliant Rules	Violating Rules

Compliance Overview	
Status	Compliant
As of	09/30/2023

Reconciliation Status	
Custody Reconciliation Status	Reconciled
Custody Last Reconciled For	10/19/2023
Trading System Last Reconciled For	10/13/2023

Performance Overview

07/01/2023 - 09/30/2023

[Return to Table of Contents](#)

City of Beaumont, CA (257428)

Dated: 10/20/2023

Index: NO BENCHMARK REQUIRED.

1: * Grouped by: Asset Class.

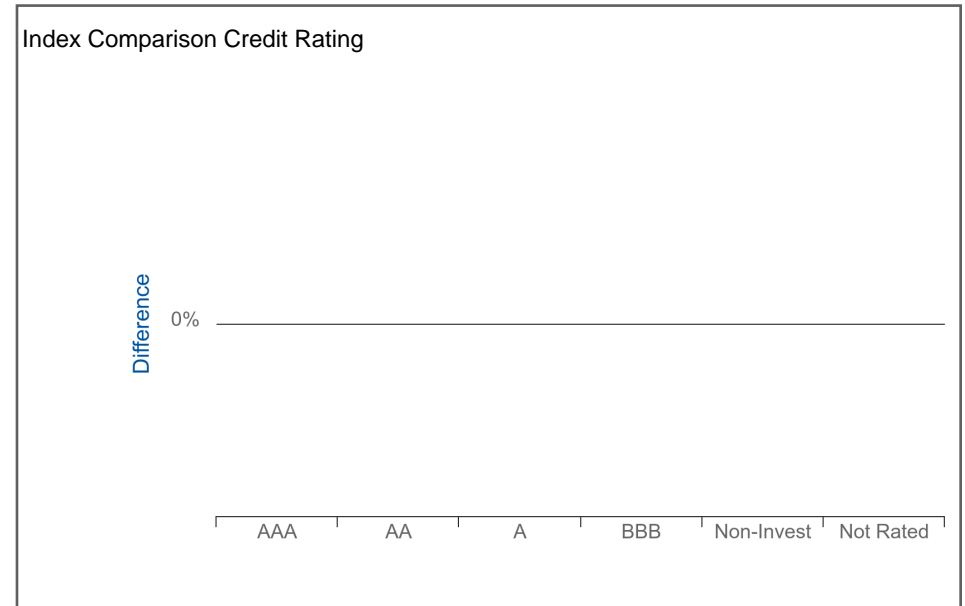
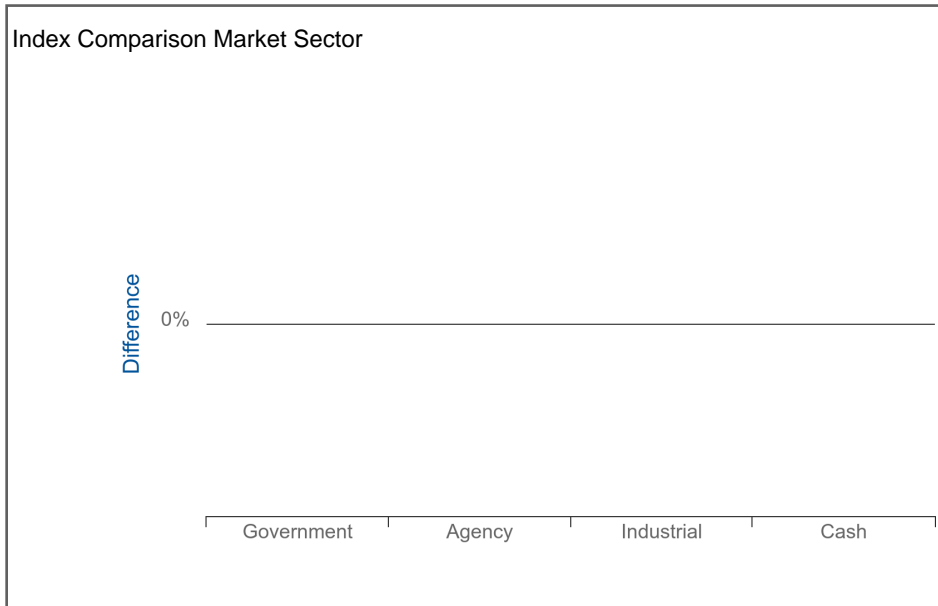
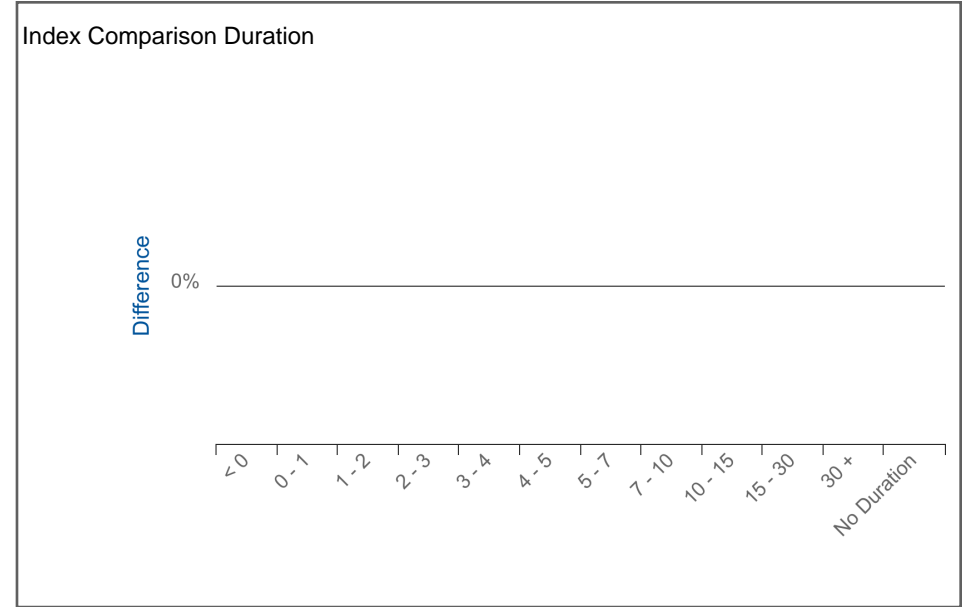
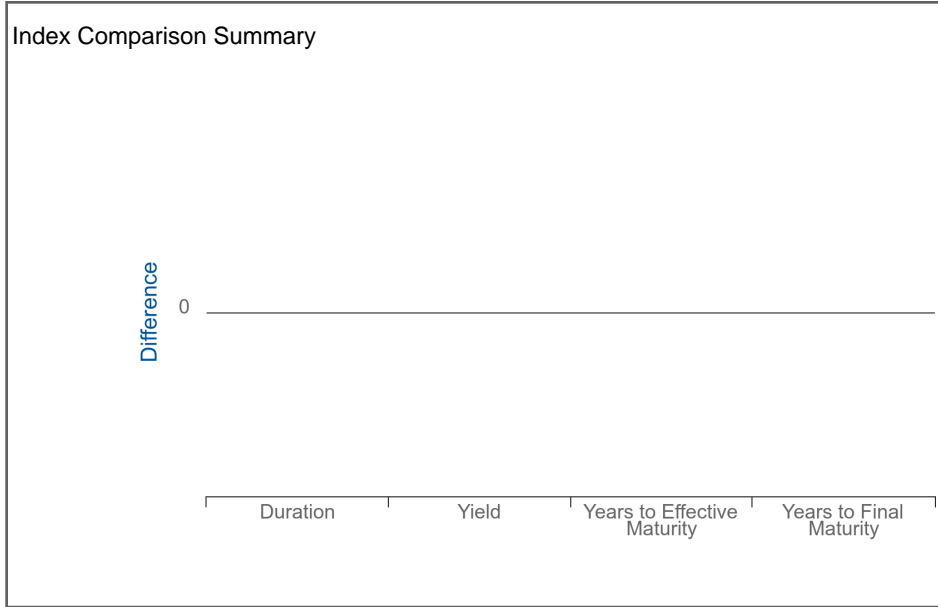
Index Comparison

City of Beaumont, CA (257428)

07/01/2023 - 09/30/2023

[Return to Table of Contents](#)

Dated: 10/20/2023



Index Comparison

07/01/2023 - 09/30/2023

[Return to Table of Contents](#)

City of Beaumont, CA (257428)

Dated: 10/20/2023

Index Comparison Summary			
<i>Risk Metric</i>	<i>Portfolio</i>	<i>Index</i>	<i>Difference</i>
Duration	1.279	---	---
Yield	4.331	---	---
Years to Effective Maturity	1.355	---	---
Years to Final Maturity	1.355	---	---
Average Credit Rating	AA+	---	---

Footnote: 1

Index Comparison Duration			
<i>Duration</i>	<i>Portfolio</i>	<i>Index</i>	<i>Difference</i>
< 0	0.000%	---	---
0 - 1	35.198%	---	---
1 - 2	38.712%	---	---
2 - 3	26.090%	---	---
3 - 4	0.000%	---	---
4 - 5	0.000%	---	---
5 - 7	0.000%	---	---
7 - 10	0.000%	---	---
10 - 15	0.000%	---	---
15 - 30	0.000%	---	---
30 +	0.000%	---	---
No Duration	0.000%	---	---

Footnote: 3

Index Comparison Market Sector			
<i>Market Sector</i>	<i>Portfolio</i>	<i>Index</i>	<i>Difference</i>
Government	72.984%	---	---
Agency	16.024%	---	---
Industrial	10.790%	---	---
Cash	0.202%	---	---

Footnote: 2

Index Comparison Credit Rating			
<i>Credit Rating</i>	<i>Portfolio</i>	<i>Index</i>	<i>Difference</i>
AAA	90.545%	---	---
AA	3.070%	---	---
A	6.385%	---	---
BBB	0.000%	---	---
Non-Invest	0.000%	---	---
Not Rated	0.000%	---	---

Footnote: 4

Index Comparison

07/01/2023 - 09/30/2023

[Return to Table of Contents](#)

City of Beaumont, CA (257428)

Dated: 10/20/2023

Index: NO BENCHMARK REQUIRED.

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

GAAP Financials

07/01/2023 - 09/30/2023

City of Beaumont, CA (257428)

Dated: 10/20/2023

[Return to Table of Contents](#)

Balance Sheet		
City of Beaumont, CA		
As of:	06/30/2023	09/30/2023
Book Value	70,634,009.82	71,201,267.44
Accrued Balance	315,254.35	441,700.95
Book Value + Accrued	70,949,264.17	71,642,968.40
Net Unrealized Carrying Value Gain	-1,108,641.88	-1,225,259.96
Carrying Value and Accrued	69,840,622.28	70,417,708.44

Income Statement		
City of Beaumont, CA		
	Begin Date	07/01/2023
	End Date	09/30/2023
Net Amortization/Accretion Income		90,130.05
Interest Income	604,880.91	
Dividend Income	0.00	
Foreign Tax Withheld Expense	0.00	
Misc Income	0.00	
Net Allowance Expense	0.00	
Income Subtotal		604,880.91
Net Realized Gain/Loss	0.00	
Net Holding Gain/Loss	0.00	
Impairment Loss	0.00	
Net Gain/Loss		0.00
Expense	0.00	
Net Income		695,010.96
Transfers In/Out		-1,306.73
Change in Unrealized Gain/Loss		-116,618.08

Statement of Cash Flows		
City of Beaumont, CA		
	Begin Date	07/01/2023
	End Date	09/30/2023
Net Income		695,010.96
Amortization/Accretion on MS	-50,456.81	
Change in Accrued on MS	-108,347.16	
Net Gain/Loss on MS	0.00	
Change in Unrealized G/L on CE	-4,847.36	
Subtotal		-163,651.34
Purchase of MS	-9,603,341.49	
Purchased Accrued of MS	-18,099.44	
Sales of MS	0.00	
Sold Accrued of MS	0.00	
Maturities of MS	0.00	
Net Purchases/Sales		-9,621,440.93
Transfers of Cash & CE		-1,306.73
Total Change in Cash & CE		-9,091,388.04
Beginning Cash & CE		25,231,225.68
Ending Cash & CE		16,139,837.64

Current Holdings

City of Beaumont, CA (257428)

Base Currency: USD As of 09/30/2023

[Return to Table of Contents](#)

Dated: 10/20/2023

Security Type	Base Original Units	Base Current Units	Final Maturity	Base Original Cost	Base Book Value	Base Net Total Unrealized Gain/Loss	Base Interest/Dividend Due	Base Accrued Balance	Market Price	Base Market Value	Base Market Value + Accrued
AGCY BOND	11,300,000.00	11,300,000.00	09/30/2025	11,301,823.99	11,311,429.60	-147,017.85	0.00	119,343.40	98.8049	11,164,411.75	11,283,755.16
CASH	60,802.71	60,802.71	09/30/2023	60,802.71	60,802.71	0.00	0.00	0.00	1.0000	60,802.71	60,802.71
CORP	7,890,000.00	7,890,000.00	05/30/2025	7,663,220.69	7,718,740.53	-188,567.83	0.00	67,786.50	95.5240	7,530,172.70	7,597,959.20
MMFUND	81,373.33	81,373.33	09/30/2023	81,373.33	81,373.33	0.00	60,802.71	0.00	1.0000	81,373.33	81,373.33
T-BILL	16,000,000.00	16,000,000.00	10/03/2023	15,990,682.31	15,995,341.15	2,320.45	0.00	0.00	99.9854	15,997,661.60	15,997,661.60
US GOV	36,260,000.00	36,260,000.00	06/12/2025	35,897,323.26	36,033,580.12	-891,994.73	0.00	254,571.05	96.9375	35,141,585.39	35,396,156.44
---	71,592,176.04	71,592,176.04	02/06/2025	70,995,226.30	71,201,267.44	-1,225,259.96	60,802.71	441,700.95	97.5829	69,976,007.48	70,417,708.44

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

Realized Gain/Loss

City of Beaumont, CA (257428)

Base Currency: USD 07/01/2023 - 09/30/2023

[Return to Table of Contents](#)

Dated: 10/20/2023

<i>Security Type</i>	<i>BS Class</i>	<i>Market Sector</i>	<i>Ending Base Current Units</i>	<i>Base Disposed Book Value</i>	<i>Base Total Impairment Loss</i>	<i>Base Net Total Gain/Loss</i>	<i>Ending Market Value + Accrued</i>
AGCY BOND	---	Agency	11,300,000.00	0.00	0.00	0.00	11,283,755.16
CASH	RCV	Cash	60,802.71	0.00	0.00	0.00	60,802.71
CORP	LT	Industrial	7,890,000.00	0.00	0.00	0.00	7,597,959.20
MMFUND	CE	Cash	81,373.33	-25,553,711.22	0.00	0.00	81,373.33
T-BILL	CE	Government	16,000,000.00	-25,150,000.00	0.00	0.00	15,997,661.60
US GOV	---	Government	36,260,000.00	0.00	0.00	0.00	35,396,156.44
---	---	---	71,592,176.04	-50,703,711.22	0.00	0.00	70,417,708.44

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

Income Detail

City of Beaumont, CA (257428)

Base Currency: USD 07/01/2023 - 09/30/2023

[Return to Table of Contents](#)

Dated: 10/20/2023

<i>Security Type</i>	<i>BS Class</i>	<i>Ending Base Current Units</i>	<i>Base Accretion Income</i>	<i>Base Misc Income</i>	<i>Base Expense</i>	<i>Base Interest/Dividend Income</i>	<i>Base Amortization Expense</i>	<i>Base Net Income</i>
AGCY BOND	---	11,300,000.00	4,575.20	0.00	0.00	99,462.50	-3,704.95	100,332.75
CASH	RCV	60,802.71	0.00	0.00	0.00	0.00	0.00	0.00
CORP	LT	7,890,000.00	14,872.49	0.00	0.00	50,293.75	-726.38	64,439.86
MMFUND	CE	81,373.33	0.00	0.00	0.00	184,907.50	0.00	184,907.50
T-BILL	CE	16,000,000.00	39,673.24	0.00	0.00	0.00	0.00	39,673.24
US GOV	---	36,260,000.00	43,361.91	0.00	0.00	270,217.16	-7,921.46	305,657.61
---	---	71,592,176.04	102,482.84	0.00	0.00	604,880.91	-12,352.79	695,010.96

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

Issuer Concentration (> \$550K)

City of Beaumont, CA (257428)

Base Currency: USD As of 09/30/2023

[Return to Table of Contents](#)

Dated: 10/20/2023

Issuer Concentration

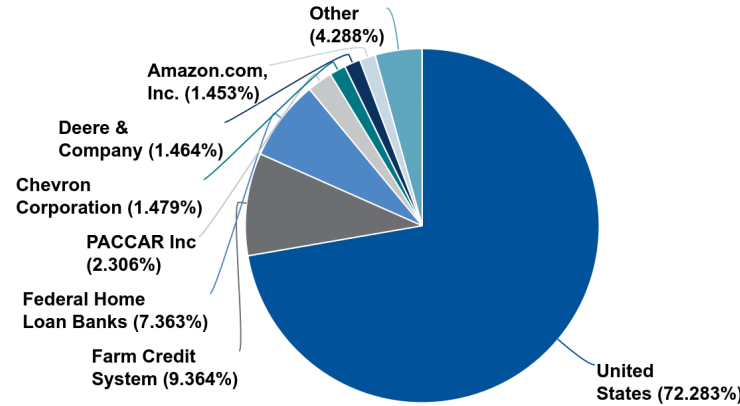


Chart calculated by: Base Market Value + Accrued

Issuer Concentration	Security Type	Ending Base Current Units	Ending Effective Maturity	Final Maturity	Base Net Market Unrealized Gain/Loss	Base Net FX Unrealized Security Gain/Loss	Base Market Value + Accrued	% of Base Market Value + Accrued
United States	---	49,525,000.00	12/07/2024	12/07/2024	-788,816.41	0.00	48,761,944.28	72.283%
Farm Credit System	AGCY BOND	6,350,000.00	11/10/2025	11/10/2025	-81,806.98	0.00	6,316,821.47	9.364%
Federal Home Loan Banks	AGCY BOND	4,950,000.00	08/09/2025	08/09/2025	-65,210.87	0.00	4,966,933.69	7.363%
PACCAR Inc	CORP	1,600,000.00	08/11/2025	08/11/2025	-51,593.07	0.00	1,555,591.00	2.306%
Chevron Corporation	CORP	1,000,000.00	11/15/2024	11/15/2024	-19,185.06	0.00	998,066.91	1.479%
Deere & Company	CORP	1,100,000.00	06/17/2026	06/17/2026	-4,036.43	0.00	987,694.65	1.464%
Amazon.com, Inc.	CORP	1,000,000.00	04/13/2025	04/13/2025	-25,321.20	0.00	980,144.95	1.453%
Caterpillar Inc.	CORP	1,000,000.00	05/13/2025	05/13/2025	-28,271.78	0.00	979,901.74	1.453%
Toyota Motor Corporation	CORP	1,000,000.00	10/07/2024	10/07/2024	-22,468.76	0.00	973,273.59	1.443%
Apple Inc.	CORP	1,000,000.00	05/11/2025	05/11/2025	-30,636.78	0.00	939,697.00	1.393%
---	---	68,525,000.00	02/14/2025	02/14/2025	-1,117,347.33	0.00	67,460,069.28	100.000%

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

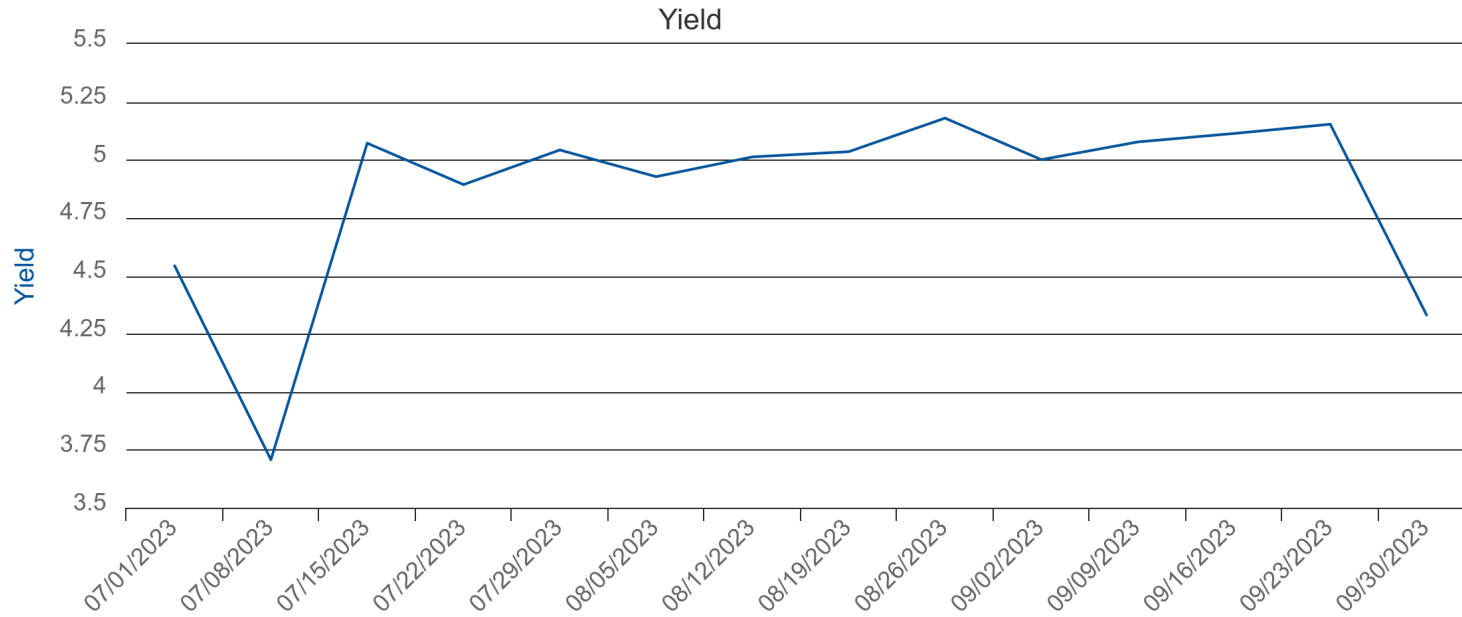
Historical Trends

City of Beaumont, CA (257428)

Base Currency: USD 07/01/2023 - 09/30/2023

[Return to Table of Contents](#)

Dated: 10/20/2023



Yield	Base Market Value + Accrued	Period Begin	Period End	Duration	Complex Credit Rating	Years to Effective Maturity	Years to Final Maturity
4.543	69,844,344.42	07/01/2023	07/01/2023	1.135	AAA	1.199	1.199
3.707	69,862,737.93	07/02/2023	07/08/2023	1.115	AAA	1.179	1.179
5.072	70,065,637.18	07/09/2023	07/15/2023	1.220	AAA	1.293	1.293
4.893	70,029,559.04	07/16/2023	07/22/2023	1.386	AAA	1.470	1.470
5.043	69,962,485.99	07/23/2023	07/29/2023	1.371	AAA	1.455	1.455
4.927	70,173,244.16	07/30/2023	08/05/2023	1.358	AAA	1.441	1.441
5.013	70,127,791.48	08/06/2023	08/12/2023	1.342	AAA	1.424	1.424
5.035	70,161,763.43	08/13/2023	08/19/2023	1.327	AAA	1.407	1.407
5.180	70,141,800.07	08/20/2023	08/26/2023	1.350	AA+	1.431	1.431
5.001	70,343,451.87	08/27/2023	09/02/2023	1.338	AA+	1.417	1.417
5.077	70,314,464.01	09/03/2023	09/09/2023	1.322	AA+	1.401	1.401
5.114	70,330,878.82	09/10/2023	09/16/2023	1.306	AA+	1.383	1.383
5.154	70,348,082.01	09/17/2023	09/23/2023	1.291	AA+	1.368	1.368
4.331	70,417,708.44	09/24/2023	09/30/2023	1.279	AA+	1.355	1.355

* Weighted by: Base Market Value + Accrued.

Credit Events

City of Beaumont, CA (257428)

Base Currency: USD 07/01/2023 - 09/30/2023

[Return to Table of Contents](#)

Dated: 10/20/2023

Downgrade

Account	Identifier	Description	Effective Date	Agency	Old Value	New Value	Event Type
City of Beaumont, CA	3130ASHK8	FEDERAL HOME LOAN BANKS	08/01/2023	Fitch	AAA	AA+	Downgrade
City of Beaumont, CA	3130AWLY4	FEDERAL HOME LOAN BANKS	08/01/2023	Fitch	AAA	AA+	Downgrade
City of Beaumont, CA	3130AWLZ1	FEDERAL HOME LOAN BANKS	08/01/2023	Fitch	AAA	AA+	Downgrade
City of Beaumont, CA	3133ENYH7	FEDERAL FARM CREDIT BANKS FUNDING CORP	08/02/2023	Fitch	AAA	AA+	Downgrade
City of Beaumont, CA	3133EPMB8	FEDERAL FARM CREDIT BANKS FUNDING CORP	08/02/2023	Fitch	AAA	AA+	Downgrade
City of Beaumont, CA	3133EPQC2	FEDERAL FARM CREDIT BANKS FUNDING CORP	08/01/2023	Fitch	AAA	AA+	Downgrade
City of Beaumont, CA	9128283D0	UNITED STATES TREASURY	08/01/2023	Fitch	AAA	AA+	Downgrade
City of Beaumont, CA	9128283J7	UNITED STATES TREASURY	08/01/2023	Fitch	AAA	AA+	Downgrade
City of Beaumont, CA	9128283P3	UNITED STATES TREASURY	08/01/2023	Fitch	AAA	AA+	Downgrade
City of Beaumont, CA	9128285J5	UNITED STATES TREASURY	08/01/2023	Fitch	AAA	AA+	Downgrade
City of Beaumont, CA	9128286X3	UNITED STATES TREASURY	08/01/2023	Fitch	AAA	AA+	Downgrade
City of Beaumont, CA	912828D56	UNITED STATES TREASURY	08/01/2023	Fitch	AAA	AA+	Downgrade
City of Beaumont, CA	912828XT2	UNITED STATES TREASURY	08/01/2023	Fitch	AAA	AA+	Downgrade
City of Beaumont, CA	912828XZ8	UNITED STATES TREASURY	08/01/2023	Fitch	AAA	AA+	Downgrade
City of Beaumont, CA	91282CCG4	UNITED STATES TREASURY	08/01/2023	Fitch	AAA	AA+	Downgrade
City of Beaumont, CA	91282CCT6	UNITED STATES TREASURY	08/01/2023	Fitch	AAA	AA+	Downgrade
City of Beaumont, CA	91282CCX7	UNITED STATES TREASURY	08/01/2023	Fitch	AAA	AA+	Downgrade
City of Beaumont, CA	91282CDH1	UNITED STATES TREASURY	08/01/2023	Fitch	AAA	AA+	Downgrade
City of Beaumont, CA	91282CED9	UNITED STATES TREASURY	08/01/2023	Fitch	AAA	AA+	Downgrade
City of Beaumont, CA	91282CEH0	UNITED STATES TREASURY	08/01/2023	Fitch	AAA	AA+	Downgrade
City of Beaumont, CA	91282CEY3	UNITED STATES TREASURY	08/01/2023	Fitch	AAA	AA+	Downgrade
City of Beaumont, CA	91282CFA4	UNITED STATES TREASURY	08/01/2023	Fitch	AAA	AA+	Downgrade
City of Beaumont, CA	91282CFW6	UNITED STATES TREASURY	08/01/2023	Fitch	AAA	AA+	Downgrade
City of Beaumont, CA	91282CGA3	UNITED STATES TREASURY	08/01/2023	Fitch	AAA	AA+	Downgrade
City of Beaumont, CA	91282CGE5	UNITED STATES TREASURY	08/01/2023	Fitch	AAA	AA+	Downgrade
City of Beaumont, CA	91282CGG0	UNITED STATES TREASURY	08/01/2023	Fitch	AAA	AA+	Downgrade
City of Beaumont, CA	91282CGL9	UNITED STATES TREASURY	08/01/2023	Fitch	AAA	AA+	Downgrade
City of Beaumont, CA	91282CGN5	UNITED STATES TREASURY	08/01/2023	Fitch	AAA	AA+	Downgrade
City of Beaumont, CA	91282CGR6	UNITED STATES TREASURY	08/01/2023	Fitch	AAA	AA+	Downgrade
City of Beaumont, CA	91282CHB0	UNITED STATES TREASURY	08/01/2023	Fitch	AAA	AA+	Downgrade

Watch Changed

Account	Identifier	Description	Effective Date	Agency	Old Value	New Value	Event Type
City of Beaumont, CA	3133ENYH7	FEDERAL FARM CREDIT BANKS FUNDING CORP	08/02/2023	Fitch	Negative	Off	Watch Changed
City of Beaumont, CA	3133EPMB8	FEDERAL FARM CREDIT BANKS FUNDING CORP	08/02/2023	Fitch	Negative	Off	Watch Changed

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

Additional Disclosure:

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



Board Package

City of Beaumont Liquid Fund (303581)

[07-01-2023]--[09-30-2023]

07/01/2023 - 09/30/2023

Dated: 10/20/2023

Locked Down

Table of Contents

Dated: 10/20/2023

<u>Risk Summary (1) (City of Beaumont Liquid Fund (303581))</u>	1
<u>Performance Overview (City of Beaumont Liquid Fund (303581))</u>	5
<u>Index Comparison (City of Beaumont Liquid Fund (303581))</u>	8
<u>GAAP Financials (City of Beaumont Liquid Fund (303581))</u>	11
<u>Current Holdings (City of Beaumont Liquid Fund (303581))</u>	12
<u>Realized Gain/Loss (City of Beaumont Liquid Fund (303581))</u>	13
<u>Income Detail (City of Beaumont Liquid Fund (303581))</u>	14
<u>Issuer Concentration (> \$550K) (City of Beaumont Liquid Fund (303581))</u>	15
<u>Historical Trends (City of Beaumont Liquid Fund (303581))</u>	16
<u>Credit Events (City of Beaumont Liquid Fund (303581))</u>	17

Risk Summary (1)

07/01/2023 - 09/30/2023

City of Beaumont Liquid Fund (303581)

Dated: 10/20/2023

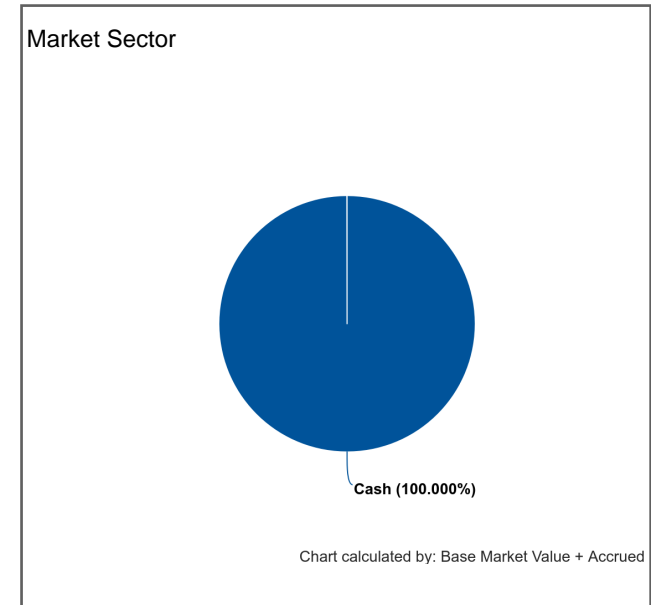
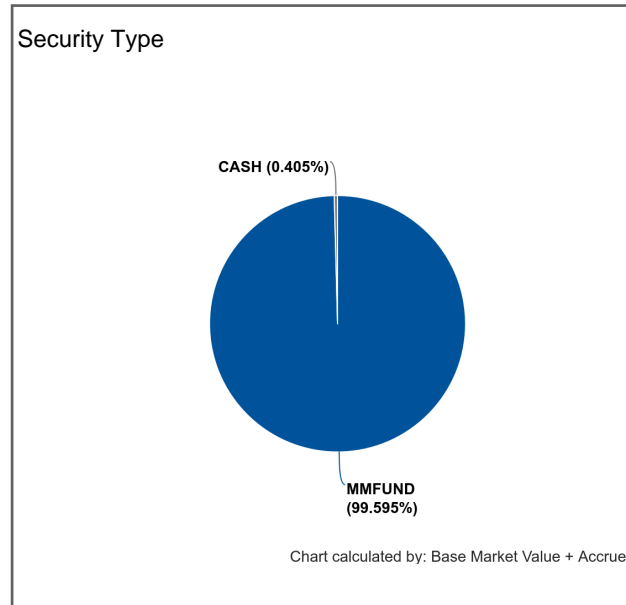
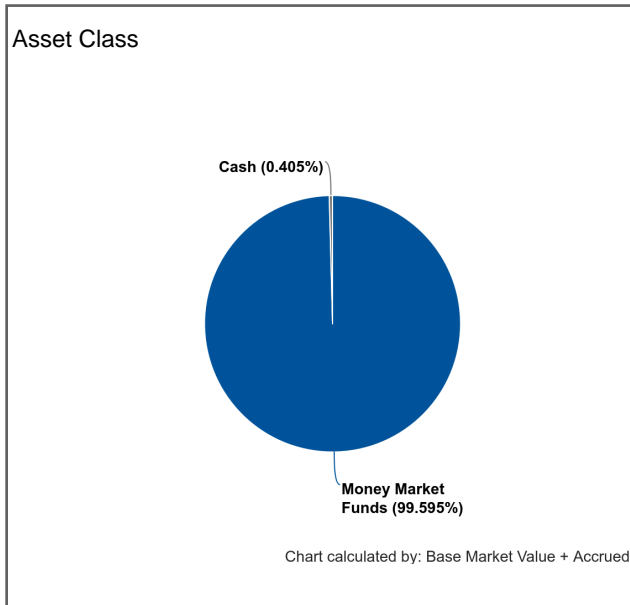
[Return to Table of Contents](#)

Balance Sheet	
Book Value + Accrued	11,337,976.82
Net Unrealized Gain/Loss	0.00
Market Value + Accrued	11,337,976.82

Cash and Fixed Income Summary	
Risk Metric	Value
Cash	45,866.13
MMFund	11,292,110.69
Duration	0.000
Convexity	0.000
WAL	0.000
Years to Final Maturity	0.000
Years to Effective Maturity	0.000
Yield	4.940
Book Yield	4.940
Avg Credit Rating	AAA/Aaa/AAA

Issuer Concentration	
Issuer Concentration	% of Base Market Value + Accrued
U.S. Bancorp (CCYUSD) UNITED STATES OF AMERICA	99.595%
---	100.000%

Footnotes: 1,2



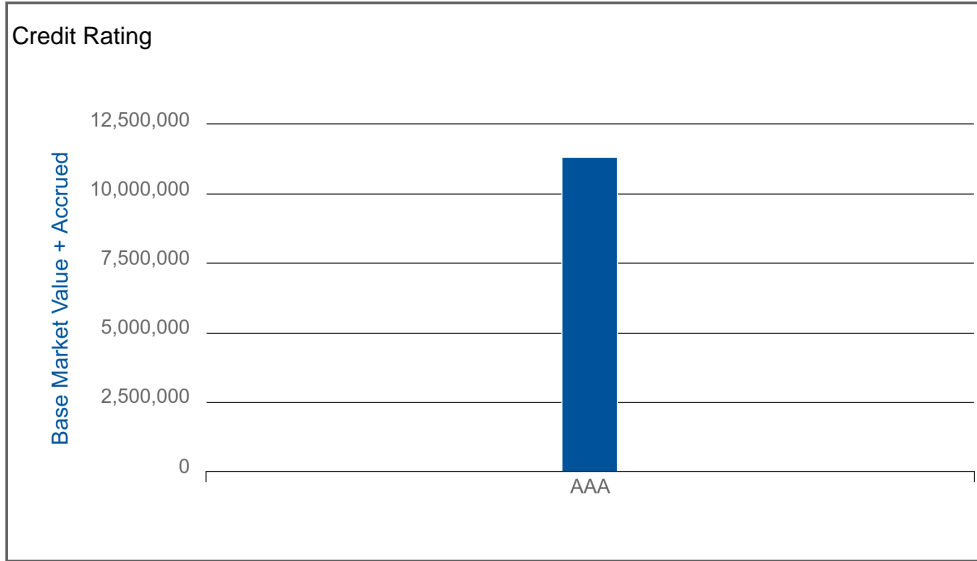
Risk Summary (1)

07/01/2023 - 09/30/2023

[Return to Table of Contents](#)

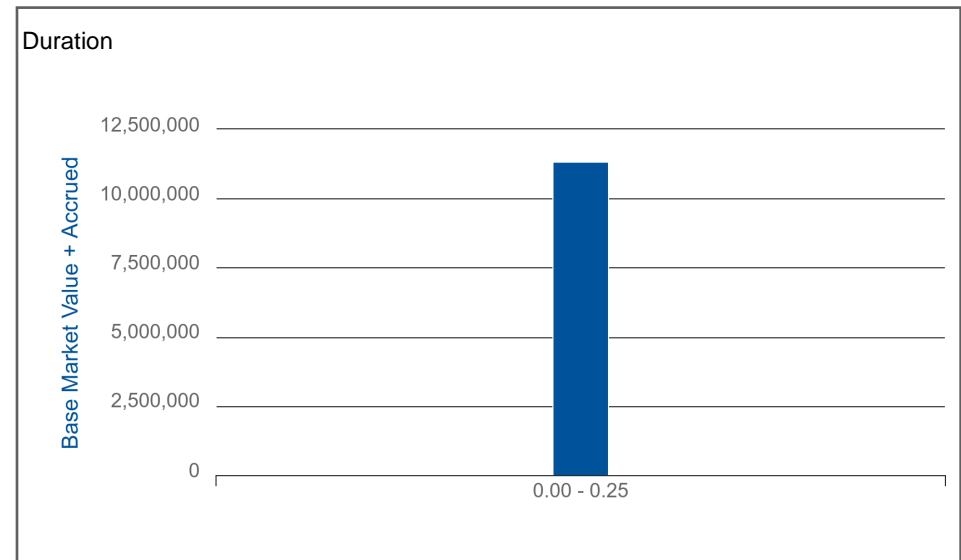
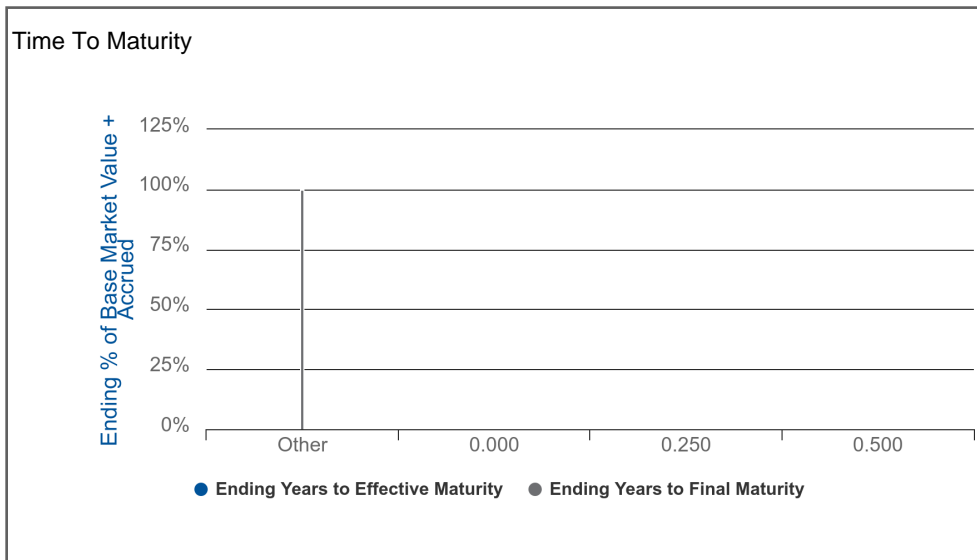
City of Beaumont Liquid Fund (303581)

Dated: 10/20/2023



Credit Duration Heat Map

Rating	0 - 1	1 - 2	2 - 3	3 - 4	4 - 5	5 - 7	7 - 10	10 - 15	15 - 30
AAA	100.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
AA	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
A	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
BBB	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
BB	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
B	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
CCC	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
CC	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
C	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
NA	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%



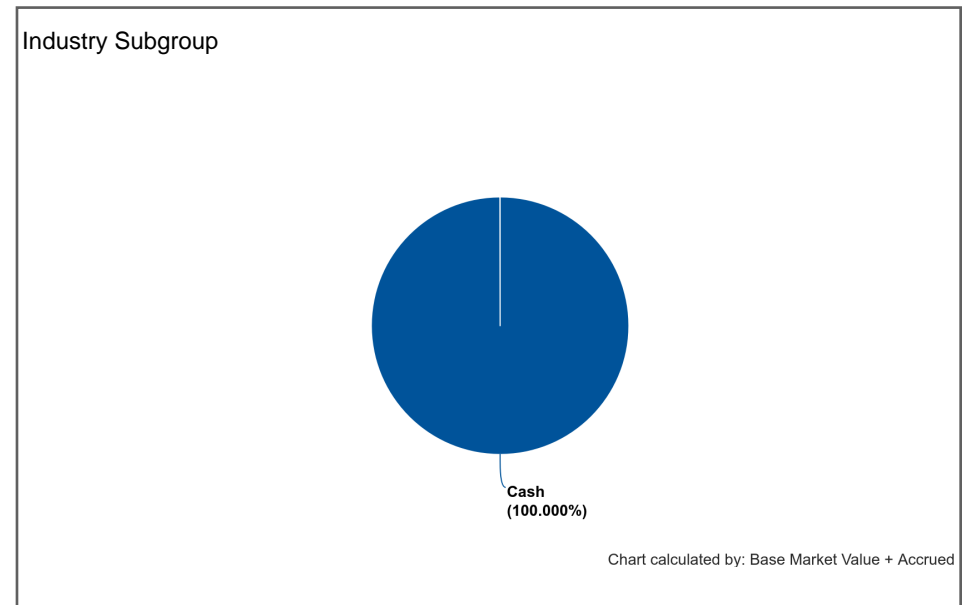
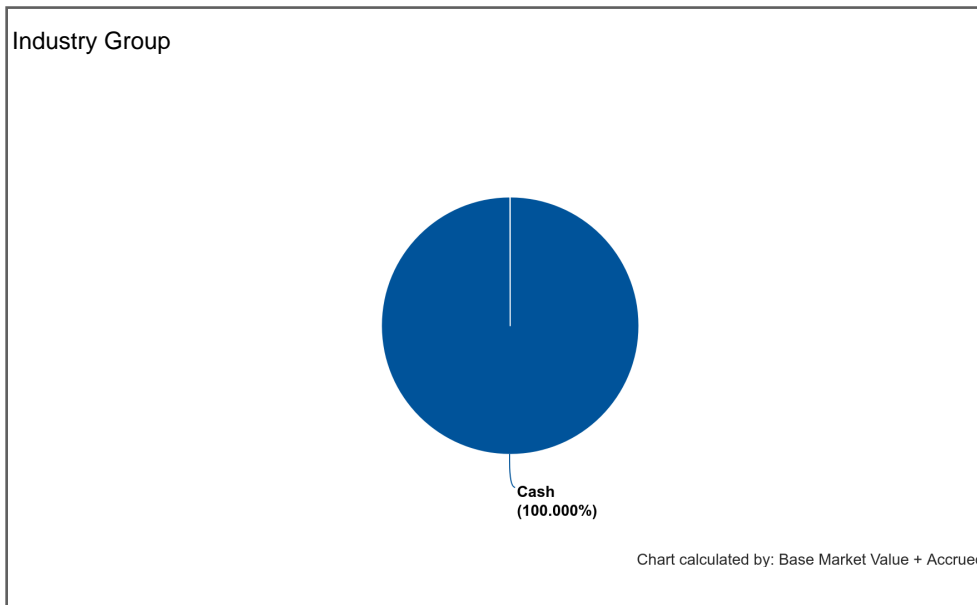
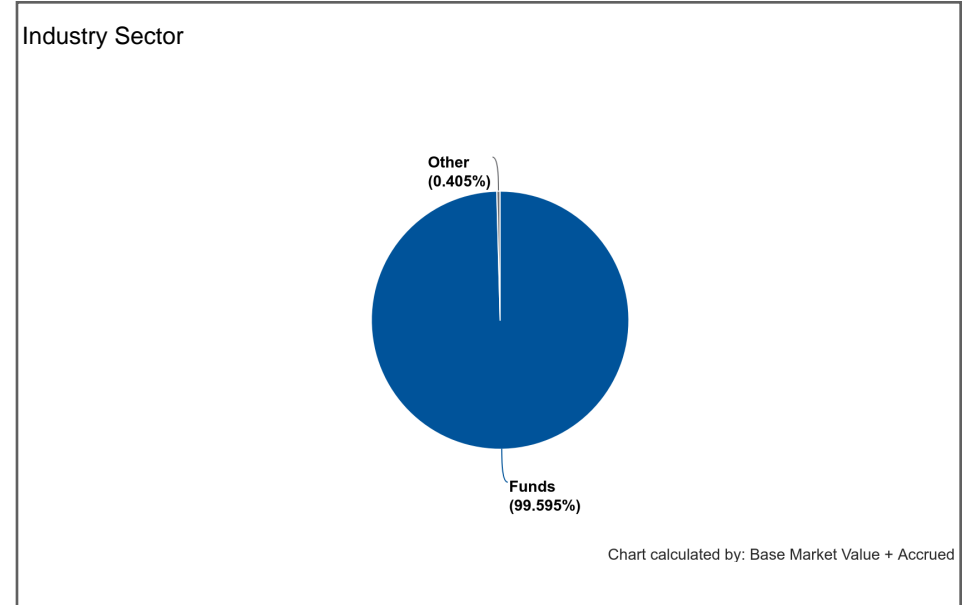
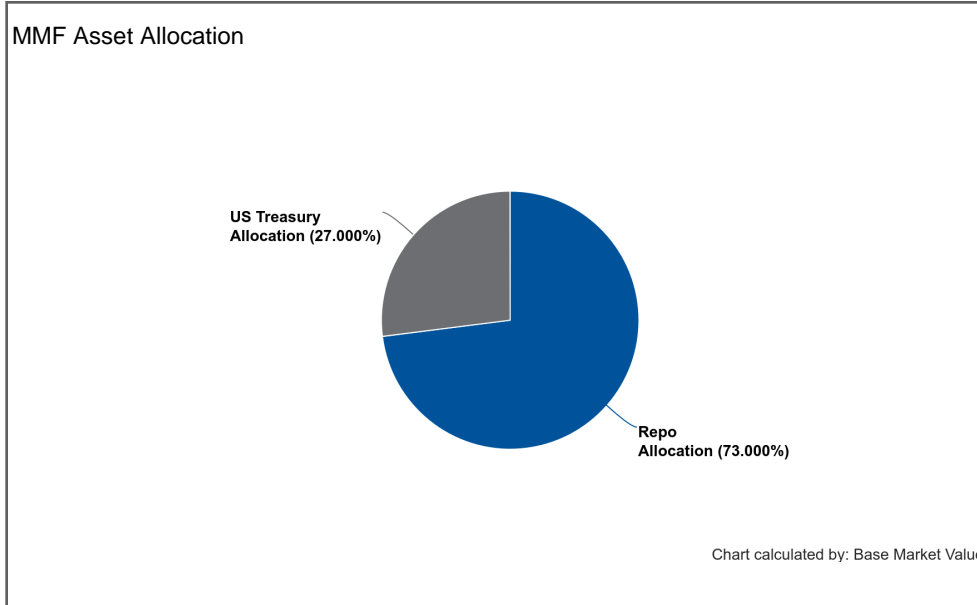
Risk Summary (1)

07/01/2023 - 09/30/2023

[Return to Table of Contents](#)

City of Beaumont Liquid Fund (303581)

Dated: 10/20/2023



Risk Summary (1)

07/01/2023 - 09/30/2023

City of Beaumont Liquid Fund (303581)

Dated: 10/20/2023

[Return to Table of Contents](#)

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

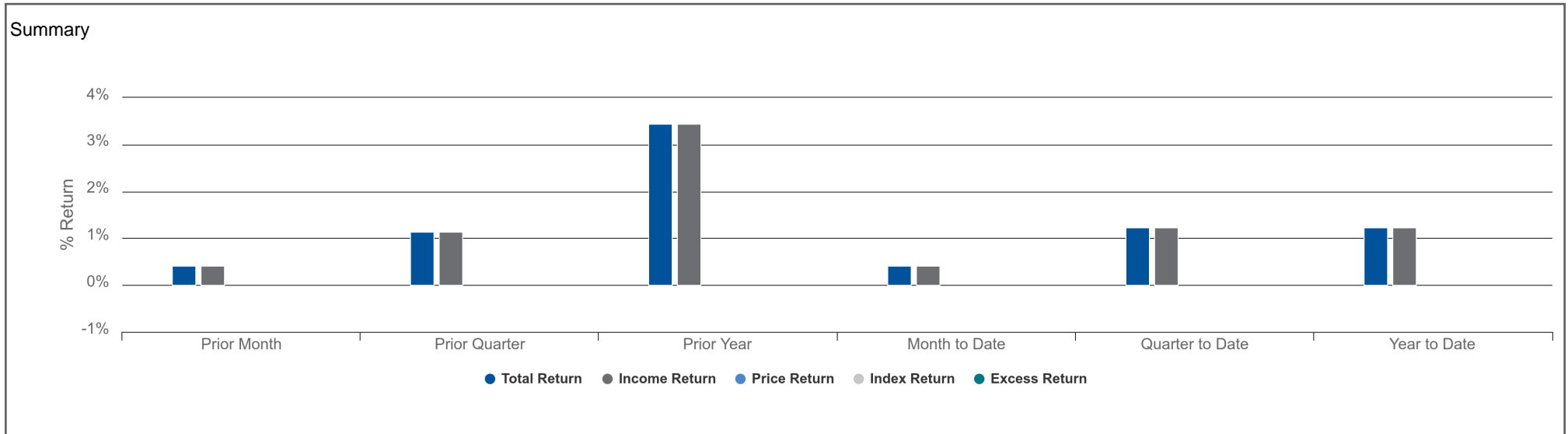
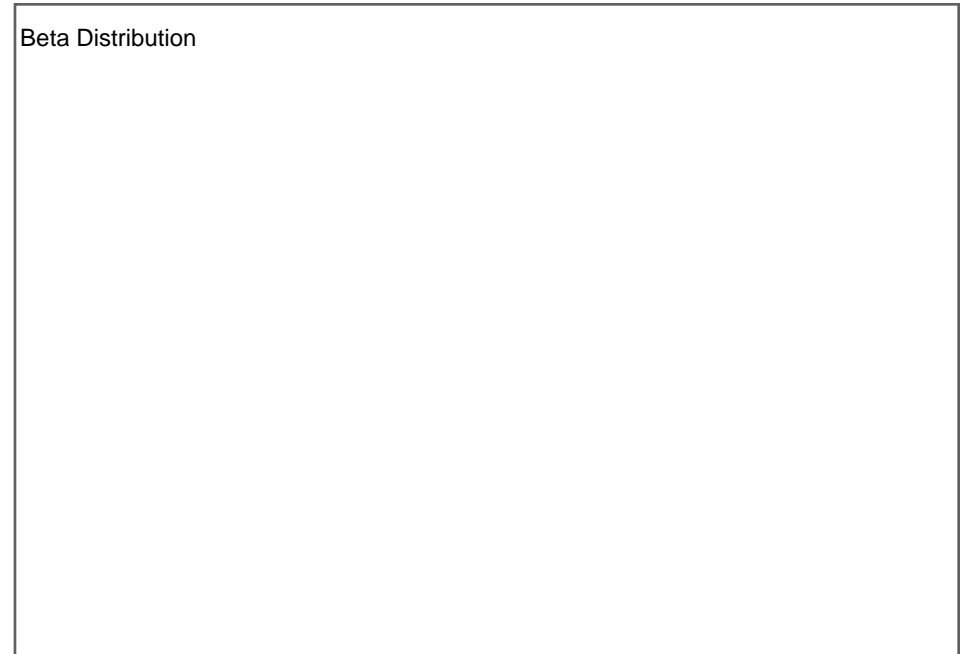
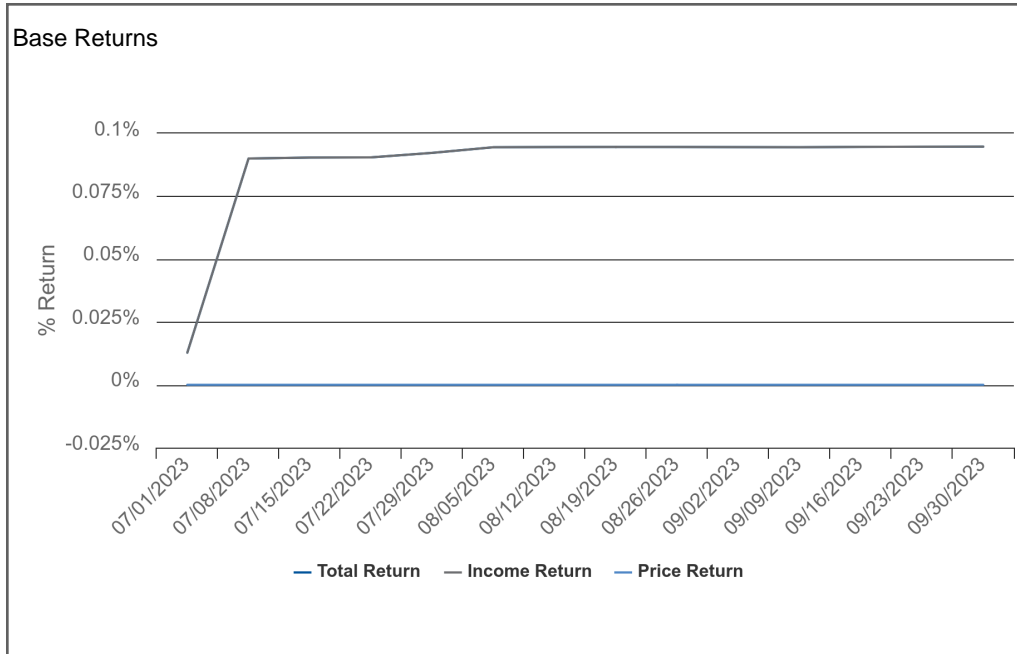
Performance Overview

City of Beaumont Liquid Fund (303581)

07/01/2023 - 09/30/2023

[Return to Table of Contents](#)

Dated: 10/20/2023



Performance Overview

City of Beaumont Liquid Fund (303581)

07/01/2023 - 09/30/2023

[Return to Table of Contents](#)

Dated: 10/20/2023

Portfolio Summary	
<i>Asset Class</i>	<i>Base Market Value + Accrued</i>
Cash	45,866.13
Money Market Funds	11,292,110.69
Total	11,337,976.82
Footnote: 1	

Cash and Fixed Income Summary	
<i>Risk Metric</i>	<i>Value</i>
Cash	45,866.13
MMFund	11,292,110.69
Duration	0.000
Convexity	0.000
WAL	0.000
Years to Final Maturity	0.000
Years to Effective Maturity	0.000
Yield	4.940
Book Yield	4.940
Avg Credit Rating	AAA/Aaa/AAA

Equity Summary	
<i>Equity Metric</i>	<i>Value</i>
Equity	0.00
Beta	---
R Squared	---
Trailing P/E	---
Dividend Yield	---

Compliance Status					
<i>Compliant</i>	<i>Account</i>	<i>Policy Name</i>	<i>Total Rules</i>	<i>Compliant Rules</i>	<i>Violating Rules</i>

Compliance Overview	
Status	Compliant
As of	09/30/2023

Reconciliation Status	
Status	Reconciled
Last Reconciled For	10/19/2023

Performance Overview

07/01/2023 - 09/30/2023

[Return to Table of Contents](#)

City of Beaumont Liquid Fund (303581)

Dated: 10/20/2023

Index: NO BENCHMARK REQUIRED.

1: * Grouped by: Asset Class.

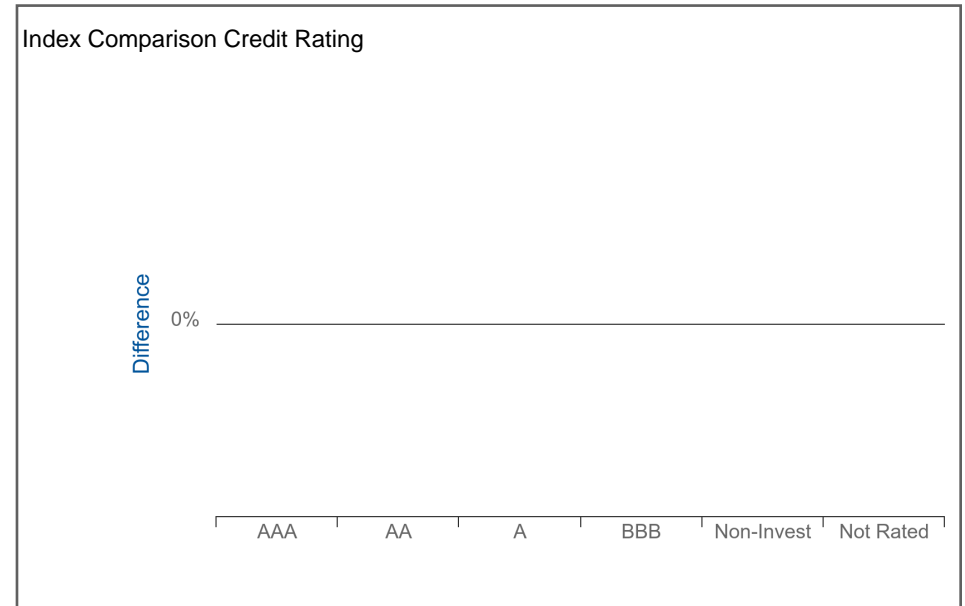
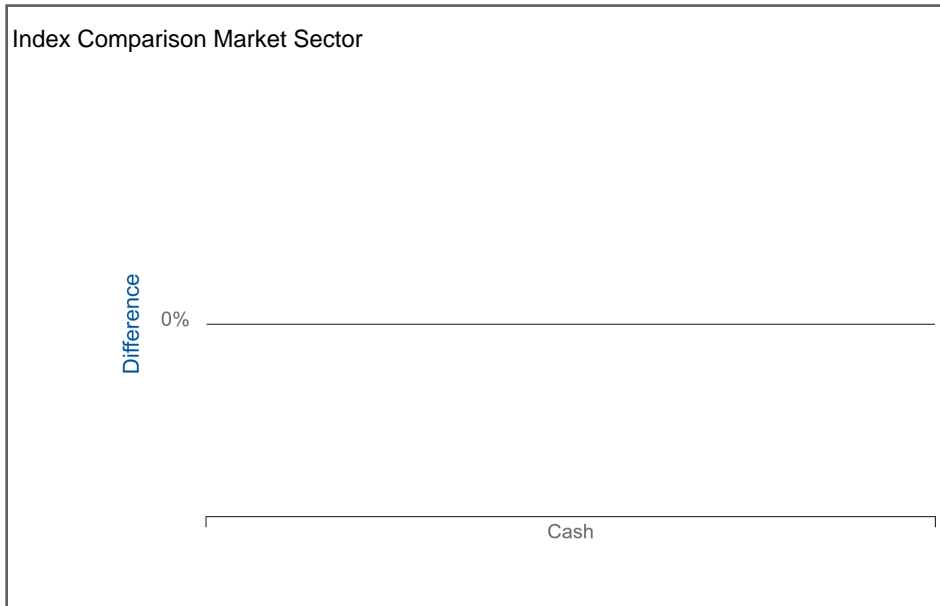
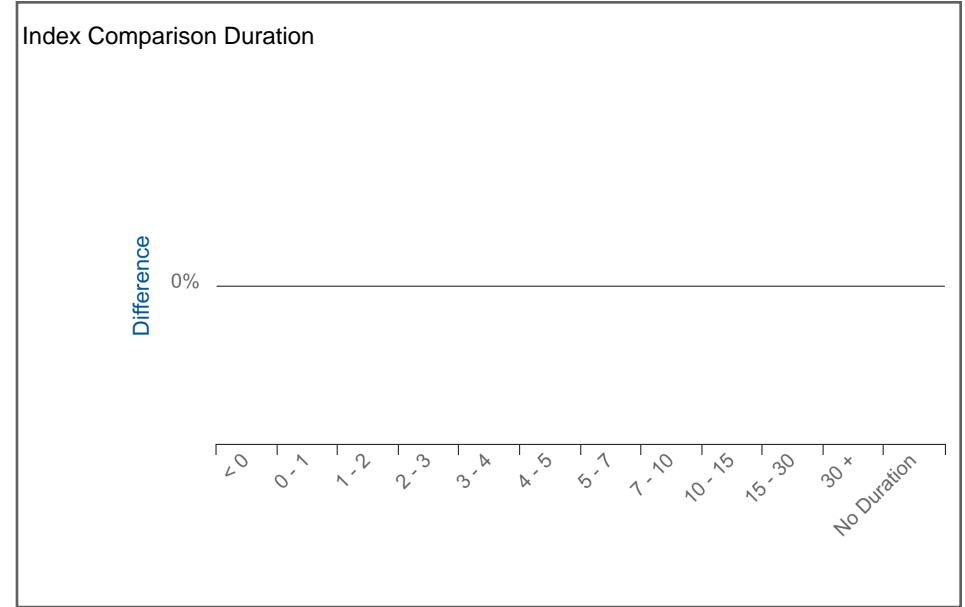
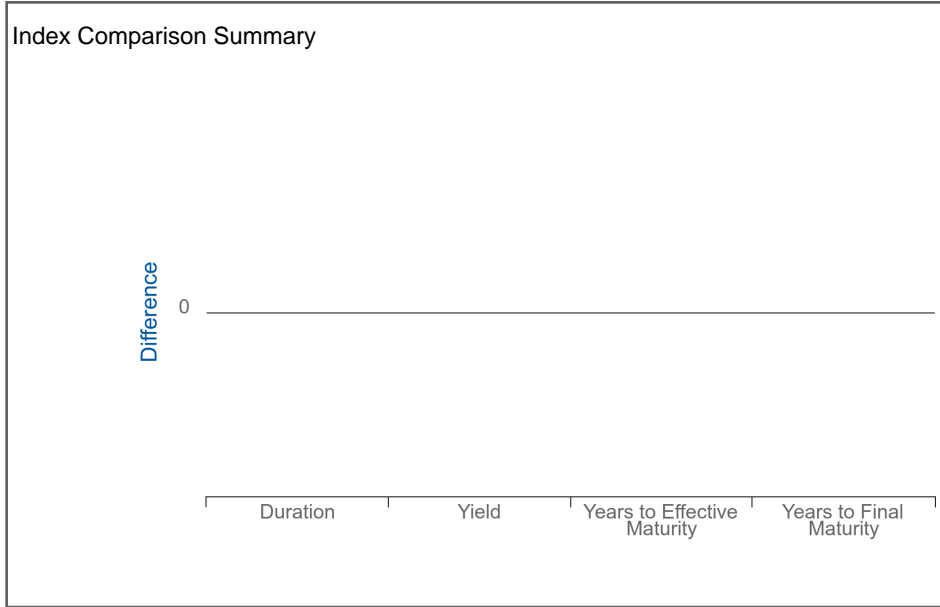
Index Comparison

City of Beaumont Liquid Fund (303581)

07/01/2023 - 09/30/2023

[Return to Table of Contents](#)

Dated: 10/20/2023



Index Comparison

City of Beaumont Liquid Fund (303581)

07/01/2023 - 09/30/2023

[Return to Table of Contents](#)

Dated: 10/20/2023

Index Comparison Summary			
<i>Risk Metric</i>	<i>Portfolio</i>	<i>Index</i>	<i>Difference</i>
Duration	0.000	---	---
Yield	4.940	---	---
Years to Effective Maturity	0.000	---	---
Years to Final Maturity	0.000	---	---
Average Credit Rating	AAA	---	---

Footnote: 1

Index Comparison Duration			
<i>Duration</i>	<i>Portfolio</i>	<i>Index</i>	<i>Difference</i>
< 0	0.000%	---	---
0 - 1	100.000%	---	---
1 - 2	0.000%	---	---
2 - 3	0.000%	---	---
3 - 4	0.000%	---	---
4 - 5	0.000%	---	---
5 - 7	0.000%	---	---
7 - 10	0.000%	---	---
10 - 15	0.000%	---	---
15 - 30	0.000%	---	---
30 +	0.000%	---	---
No Duration	0.000%	---	---

Footnote: 3

Index Comparison Market Sector			
<i>Market Sector</i>	<i>Portfolio</i>	<i>Index</i>	<i>Difference</i>
Cash	100.000%	---	---

Footnote: 2

Index Comparison Credit Rating			
<i>Credit Rating</i>	<i>Portfolio</i>	<i>Index</i>	<i>Difference</i>
AAA	100.000%	---	---
AA	0.000%	---	---
A	0.000%	---	---
BBB	0.000%	---	---
Non-Invest	0.000%	---	---
Not Rated	0.000%	---	---

Footnote: 4

Index Comparison

07/01/2023 - 09/30/2023

[Return to Table of Contents](#)

City of Beaumont Liquid Fund (303581)

Dated: 10/20/2023

Index: NO BENCHMARK REQUIRED.

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

GAAP Financials

07/01/2023 - 09/30/2023

City of Beaumont Liquid Fund (303581)

Dated: 10/20/2023

[Return to Table of Contents](#)

Balance Sheet			
<i>City of Beaumont Liquid Fund</i>			
As of:	<i>06/30/2023</i>	<i>09/30/2023</i>	
Book Value	11,199,929.83	11,337,976.82	
Accrued Balance	0.00	0.00	
Book Value + Accrued	11,199,929.83	11,337,976.82	
Net Unrealized Carrying Value Gain	0.00	0.00	
Carrying Value and Accrued	11,199,929.83	11,337,976.82	

Income Statement			
<i>City of Beaumont Liquid Fund</i>			
	<i>Begin Date</i>	<i>07/01/2023</i>	
	<i>End Date</i>	<i>09/30/2023</i>	
Net Amortization/Accretion Income			0.00
Interest Income		138,256.48	
Dividend Income		0.00	
Foreign Tax Withheld Expense		0.00	
Misc Income		0.00	
Net Allowance Expense		0.00	
Income Subtotal		138,256.48	
Net Realized Gain/Loss		0.00	
Net Holding Gain/Loss		0.00	
Impairment Loss		0.00	
Net Gain/Loss			0.00
Expense		0.00	
Net Income			138,256.48
Transfers In/Out			-209.49
Change in Unrealized Gain/Loss			0.00

Statement of Cash Flows			
<i>City of Beaumont Liquid Fund</i>			
	<i>Begin Date</i>	<i>07/01/2023</i>	
	<i>End Date</i>	<i>09/30/2023</i>	
Net Income			138,256.48
Amortization/Accretion on MS		0.00	
Change in Accrued on MS		0.00	
Net Gain/Loss on MS		0.00	
Change in Unrealized G/L on CE		0.00	
Subtotal			0.00
Purchase of MS		0.00	
Purchased Accrued of MS		0.00	
Sales of MS		0.00	
Sold Accrued of MS		0.00	
Maturities of MS		0.00	
Net Purchases/Sales			0.00
Transfers of Cash & CE			-209.49
Total Change in Cash & CE			138,046.99
Beginning Cash & CE			11,199,929.83
Ending Cash & CE			11,337,976.82

Current Holdings

City of Beaumont Liquid Fund (303581)

Base Currency: USD As of 09/30/2023

[Return to Table of Contents](#)

Dated: 10/20/2023

Security Type	Base Original Units	Base Current Units	Final Maturity	Base Original Cost	Base Book Value	Base Net Total Unrealized Gain/Loss	Base Interest/Dividend Due	Base Accrued Balance	Market Price	Base Market Value	Base Market Value + Accrued
CASH	45,866.13	45,866.13	09/30/2023	45,866.13	45,866.13	0.00	0.00	0.00	1.0000	45,866.13	45,866.13
MMFUND	11,292,110.69	11,292,110.69	09/30/2023	11,292,110.69	11,292,110.69	0.00	45,866.13	0.00	1.0000	11,292,110.69	11,292,110.69
---	11,337,976.82	11,337,976.82	09/30/2023	11,337,976.82	11,337,976.82	0.00	45,866.13	0.00	1.0000	11,337,976.82	11,337,976.82

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

Realized Gain/Loss

City of Beaumont Liquid Fund (303581)

Base Currency: USD 07/01/2023 - 09/30/2023

[Return to Table of Contents](#)

Dated: 10/20/2023

<i>Security Type</i>	<i>BS Class</i>	<i>Market Sector</i>	<i>Ending Base Current Units</i>	<i>Base Disposed Book Value</i>	<i>Base Total Impairment Loss</i>	<i>Base Net Total Gain/Loss</i>	<i>Ending Market Value + Accrued</i>
CASH	RCV	Cash	45,866.13	0.00	0.00	0.00	45,866.13
MMFUND	CE	Cash	11,292,110.69	-209.49	0.00	0.00	11,292,110.69
---	---	Cash	11,337,976.82	-209.49	0.00	0.00	11,337,976.82

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

Income Detail

City of Beaumont Liquid Fund (303581)

Base Currency: USD 07/01/2023 - 09/30/2023

[Return to Table of Contents](#)

Dated: 10/20/2023

<i>Security Type</i>	<i>BS Class</i>	<i>Ending Base Current Units</i>	<i>Base Accretion Income</i>	<i>Base Misc Income</i>	<i>Base Expense</i>	<i>Base Interest/Dividend Income</i>	<i>Base Amortization Expense</i>	<i>Base Net Income</i>
CASH	RCV	45,866.13	0.00	0.00	0.00	0.00	0.00	0.00
MMFUND	CE	11,292,110.69	0.00	0.00	0.00	138,256.48	0.00	138,256.48
---	---	11,337,976.82	0.00	0.00	0.00	138,256.48	0.00	138,256.48

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

Issuer Concentration (> \$550K)

Base Currency: USD As of 09/30/2023

[Return to Table of Contents](#)

City of Beaumont Liquid Fund (303581)

Dated: 10/20/2023

Issuer Concentration

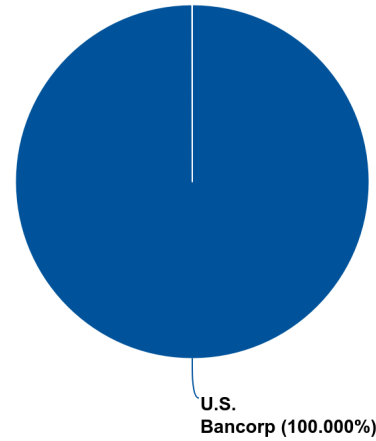


Chart calculated by: Base Market Value + Accrued

Issuer Concentration	Security Type	Ending Base Current Units	Ending Effective Maturity	Final Maturity	Base Net Market Unrealized Gain/Loss	Base Net FX Unrealized Security Gain/Loss	Base Market Value + Accrued	% of Base Market Value + Accrued
U.S. Bancorp	MMFUND	11,292,110.69	09/30/2023	09/30/2023	0.00	0.00	11,292,110.69	100.000%
U.S. Bancorp	MMFUND	11,292,110.69	09/30/2023	09/30/2023	0.00	0.00	11,292,110.69	100.000%

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

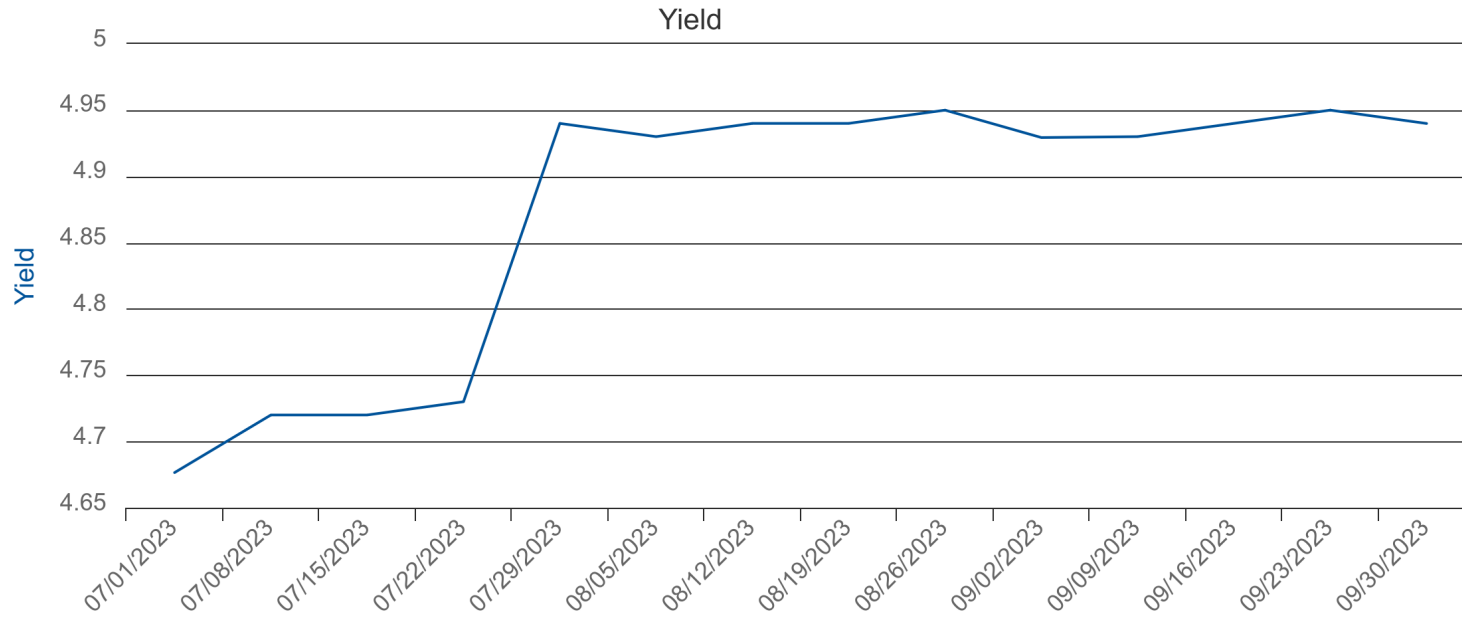
Historical Trends

City of Beaumont Liquid Fund (303581)

Base Currency: USD 07/01/2023 - 09/30/2023

[Return to Table of Contents](#)

Dated: 10/20/2023



Yield	Base Market Value + Accrued	Period Begin	Period End	Duration	Complex Credit Rating	Years to Effective Maturity	Years to Final Maturity
4.677	11,201,363.32	07/01/2023	07/01/2023	0.000	AAA	0.000	0.000
4.720	11,211,446.53	07/02/2023	07/08/2023	0.000	AAA	0.000	0.000
4.720	11,221,582.18	07/09/2023	07/15/2023	0.000	AAA	0.000	0.000
4.730	11,231,734.70	07/16/2023	07/22/2023	0.000	AAA	0.000	0.000
4.940	11,242,028.67	07/23/2023	07/29/2023	0.000	AAA	0.000	0.000
4.930	11,252,653.23	07/30/2023	08/05/2023	0.000	AAA	0.000	0.000
4.940	11,263,297.21	08/06/2023	08/12/2023	0.000	AAA	0.000	0.000
4.940	11,273,954.68	08/13/2023	08/19/2023	0.000	AAA	0.000	0.000
4.950	11,284,551.30	08/20/2023	08/26/2023	0.000	AAA	0.000	0.000
4.929	11,295,221.39	08/27/2023	09/02/2023	0.000	AAA	0.000	0.000
4.930	11,305,896.72	09/03/2023	09/09/2023	0.000	AAA	0.000	0.000
4.940	11,316,597.51	09/10/2023	09/16/2023	0.000	AAA	0.000	0.000
4.950	11,327,315.21	09/17/2023	09/23/2023	0.000	AAA	0.000	0.000
4.940	11,337,976.82	09/24/2023	09/30/2023	0.000	AAA	0.000	0.000

* Weighted by: Base Market Value + Accrued.

Credit Events

City of Beaumont Liquid Fund (303581)

Base Currency: USD 07/01/2023 - 09/30/2023

[Return to Table of Contents](#)

Dated: 10/20/2023

<i>Account</i>	<i>Identifier</i>	<i>Description</i>	<i>Effective Date</i>	<i>Agency</i>	<i>Old Value</i>	<i>New Value</i>	<i>Event Type</i>
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* Grouped by: Event Type. * Groups Sorted by: Event Type. * Filtered By: Agency ≠ DBRS and Agency ≠ Moodys.

Additional Disclosure:

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

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

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

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

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

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

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

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

Balance Summary as of 09/30/2023

Source ▲	Balance
PENSION	\$2,450,928.19
TOTAL ALL SOURCES:	\$2,450,928.19

INVESTMENT STRATEGY

Your Plan's Investment Performance as of 09/30/2023

Source	Investment	Current Month	Three Months	One Year	Annualized Return			
					Three Years	Five Years	Ten Years	
Pension	Highmark Plus Moderate	-3.31%	-2.96%	9.24%	-	-	-	REPORT

Important Information:

Information as provided by US Bank, Trustee for PARS. Investments are NOT insured by the FDIC or by any other Federal Government Agency, are NOT Bank deposits, are NOT guaranteed by the Bank or any Bank affiliate, and MAY lose value, including possible loss of principal. Past performance does not guarantee future results. Account balances are inclusive of Trust Administration, Trustee and Investment Management fees if applicable.

Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Annualized Return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return. Information is deemed reliable but may be subject to change. The plan's Rate of Return may differ from the rate of return in the above linked document. Reasons for the difference may include the timing of transactions into and out of the plan, the duration of time the plan's funds reside in the sweep account and differences in the methodology used to calculate performance.



Staff Report

TO: City Council
FROM: Robert Vestal, Interim Public Works Director
DATE: November 7, 2023
SUBJECT: Improvement Agreement and Security

Description Improvement agreement and security for sewer improvements for 84 Lumber Storage Yard (Plot Plan 2022-0459).

Background and Analysis:

The City requires all developers to provide security for public improvements consisting of, but not limited to, sewer, street, storm drain, utility, and survey monuments per City of Beaumont Municipal Code 16.56.010.

Plot Plan 2022-0458 | 84 Lumber Company

On October 26, 2022, Planning Commission approved Plot Plan PP2022-0458 (Project). The proposed Project includes a 400 square foot modular office, three (3) storage sheds totaling 8,400 square feet, and 27,000 square feet of outdoor storage. Refer to Figure 1- Vicinity Map for project location.

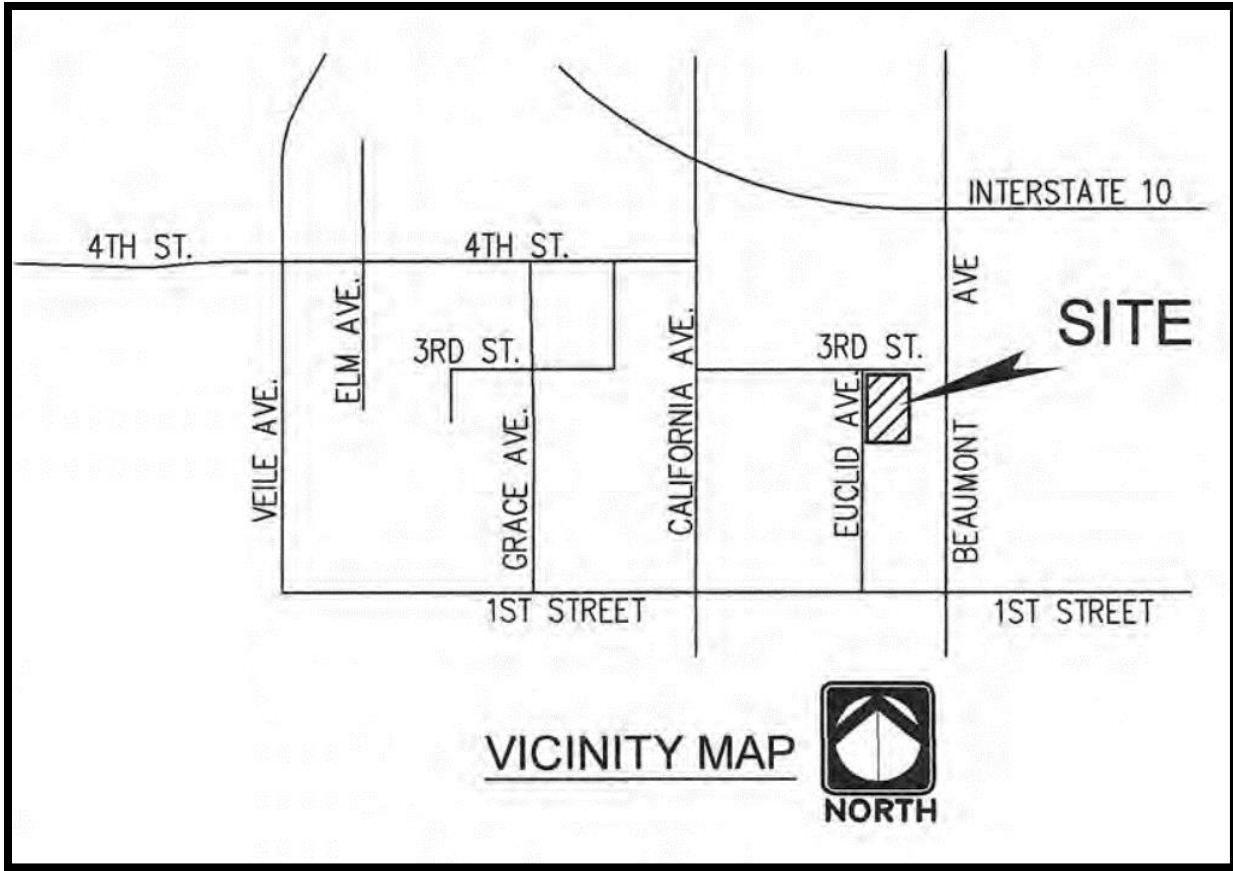


Figure 1- Vicinity Map

84 Lumber Company (Owner), is proposing to construct all street improvement work associated with the following improvements:

- Public Works file No. 2022-0948, as shown on City File No. 3480, under performance and payment bond No. 107921714

The Owner has provided a security agreement and security in the form of a bond for the public improvements. The agreement has been reviewed by staff and found to be consistent with the Beaumont Municipal Code. The following table is a summary of the security.

Table 1

Security #	Security Type	Type of Improvement	Principal
107921714	Performance & Payment Bond	Sewer	84 Lumber Company

City staff recommends that City Council accept the Security Agreement and securities listed in Table 1.

Fiscal Impact:

The cost of preparing the staff report is estimated to be \$350. The developer maintains all associated improvements during construction and maintenance period. The City is not liable for public improvement maintenance until the public improvements are accepted into the City's publicly maintained system.

Recommended Action:

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

- PP2022-0458/ 107921714 / Sewer

Attachments:

- A. PW2022-0948 - Improvement Agreement Package

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

Plot Plan No. PP2022-0458

DATE OF AGREEMENT: <u>10/23/2023</u>		
NAME OF OWNER: Pierce Hardy Limited Partnership, a limited partnership (hereinafter referred to as "OWNER")		
NAME/NUMBER OF PROJECT: <u>Plot Plan 2022-0458</u> originally approved on <u>10/26/2022</u> ("Development")		
PROPERTY SUBJECT TO AGREEMENT: The real property which is the subject of this Agreement is located in the City of Beaumont, County of Riverside and is described in Exhibit "A" attached hereto and incorporated herein (hereinafter the "Property").		
EST. TOTAL COST OF PUBLIC IMPROVEMENTS: \$ <u>471,500.00</u> (see Exhibit "B")	EST. TOTAL COST OF PRIVATE IMPROVEMENTS: \$ <u>N/A</u> (see Exhibit "B")	EST. TOTAL COST OF MONUMENTATION: \$ <u>N/A</u> (see Exhibit "B")
BOND NUMBERS: <u>107921714</u>		
LETTER OF CREDIT NUMBERS: <u>N/A</u>		
FINANCIAL INSTITUTION: <u>N/A</u>		

THIS OWNER IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Beaumont, a California municipal corporation (hereinafter referred to as "City"), and Pierce Hardy Limited Partnership, a limited partnership, (hereinafter referred to as "Owner"). City and Owner are sometimes referred to hereinafter individually as a "Party", and collectively as the "Parties".

RECITALS

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

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

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

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

F. An estimate of the cost for construction of the public and private improvements and performing the land development work according to the Plans has been made and approved by the City Engineer. The estimated cost of these improvements is set forth on Page One (1) of this Agreement, and the basis for the estimate is attached hereto as Exhibit "B" and incorporated and made part of this Agreement by this reference. The amounts of the Improvement Securities required to be posted with this Agreement are also based upon the estimate in Exhibit "B".

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

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

1. Owner's Obligation to Construct Improvements.

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

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

(c) Intentionally removed.

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

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

(f) Owner shall furnish and install all monuments, stakes and property corners on the lots and streets in the Property as specified on the final recorded tract maps for the Development in accordance with the provisions of the Subdivision Laws, and shall submit centerline tie sheets to City, within thirty (30) days after completion of the Improvements, or as specified in any separate monument agreement with the City, but in any event prior to their acceptance by the City.

2. Improvement Securities.

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

(i) FOUR HUNDRED SEVENTY-ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$471,500.00) to ensure faithful performance of the construction and installation of the public and private Improvements required by this Agreement ("Performance Security"), which amount is 100% of the estimated cost of the Improvements as set forth in Exhibit "B"; and

(ii) FOUR HUNDRED SEVENTY-ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$471,500.00) to secure payment to any contractor, subcontractor, persons renting equipment or furnishing labor materials for the Improvements required to be constructed or installed pursuant to this Agreement ("Labor & Materials Security"), which amount is one-hundred percent (100%) of the estimated cost of the Improvements; and

(iii) NINETEEN THOUSAND SIX HUNDRED SEVENTY AND 73/100 DOLLARS (\$19,670.73) in the form of a Warranty Bond or cash deposit with the City to guarantee or warranty the Improvement work done pursuant to this Agreement for a period of two (2) years following acceptance/certification thereof by City, against any defective work or labor done or defective materials furnished ("Warranty Security"). The Warranty Security is 10% of the estimated cost of the Performance Security amount described above, and such Warranty Security must be provided by Owner to City prior to the City's release of any bonds or Improvement Securities filed with this Agreement.

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

(b) The Improvement Securities required by this Agreement shall be kept on file with the City Clerk. If surety bonds are used, they must be issued by a surety company currently

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

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

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

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

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

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

4. **Modification of Drainage Plan.** Owner agrees that if during the course of construction and installation of Improvements it shall be determined by the City Engineer that revision of the drainage plan is necessary in the public interest, it will undertake such design and construction changes as may be reasonable and as are indicated by the City Engineer and approved by City. Said changes, if any, shall be confined to the Property.

5. **Reserved.**

6. **Inspections; Final Acceptance and Certification of Improvements.**

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

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

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

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

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

7. Release of Improvement Securities.

(a) The Performance Security shall be fully released only upon the final completion and certification of all Private Improvements and Public Improvements. Partial releases may be permitted subject to the provisions of Subsections (a)(i) and (a)(ii) hereof. Upon final completion of the Public and Private Improvements under this Agreement, and after City Council acceptance/certification, the City shall file a Notice of Completion in accordance with the California Civil Code.

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

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

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

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

(c) The Warranty Security shall not be released until after the expiration of the one-year (1-year) warranty period and until any claims filed during the warranty period have been

settled. As provided in Section 11, below, the warranty period shall not commence until final acceptance/certification of the Improvements and related work by the City Council.

(d) Intentionally removed.

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

8. Injury to Public Improvements, Public Property or Public Utilities Facilities. Owner shall replace or repair or cause the repair or replacement of any and all public or private improvements, public utilities facilities and survey or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Owner shall bear the entire cost of replacement or repairs of any and all public or private improvements or utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be made to the reasonable satisfaction, and subject to the approval of the City Engineer (which approval shall not be unreasonably withheld, conditioned or delayed) and the owner of any such public or private improvement.

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

10. Notice of Breach/Default of Owner.

(a) Default of Owner shall include, but not be limited to: (1) Owner's failure to timely complete construction of the Improvements; (2) Owner's unwarranted failure to timely cure any defect in the Improvements; (3) Owner's failure to perform substantial construction work for a period of twenty (20) consecutive calendar days after commencement of the work; (4) Owner's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Owner fails to discharge within thirty (30) days; (5) the commencement of a foreclosure action against the Property or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; (6) Owner's failure to keep the Improvement Securities in full force and effect; (7) Owner's failure to notify the City of any sale, transfer or other disposition of the Property to a purported new Owner; (8) Owner's failure to maintain insurance; or (9) the failure of Owner or Owner's contractors, subcontractors, agents or employees to comply with any other terms and provisions of this Agreement.

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

to cure the default within said thirty (30) days and diligently prosecutes the cure to completion.

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

(d) In the event of service of the notice of default specified in Subsection 10(c), above, Owner's surety shall have the duty to take over and complete the Improvements and related work required under this Agreement; provided; however, that if the surety, within thirty (30) days after the serving upon it of such notice of default, does not give the City written notice of its intention to take over the construction of said Improvements or does not, within thirty (30) days after giving City notice of such election, commence to complete the Improvements, City may take over the work and prosecute the Improvements to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Owner, and Owner's surety shall be liable to City for any costs or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Owner as may be on the site of the work and necessary for the completion of same.

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

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

remedies for Owner's default or breach beyond any applicable notice and cure periods shall be in the sole discretion of City.

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

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

11. Warranty.

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

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

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

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

13. Injury to Improvement Work; Risk of Loss. Until such time as the Public Improvements are accepted by City, Owner shall be responsible for and bear the risk of loss to any of the Public

Improvements constructed or installed and shall be responsible for the care, maintenance of and any damage to such Public Improvements. Neither City, nor any of its agents, officers or employees shall be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the Public Improvements specified in this Agreement prior to the completion and acceptance of the Public Improvements by City, except to the extent caused by the negligence or willful misconduct of City, its agents, contractors and employees. All such risks shall be the responsibility of and are hereby assumed by Owner, except to the extent caused by the negligence or willful misconduct of City, its agents, contractors and employees. Owner is responsible for and shall bear the risk of loss for all Private Improvements at all times, except to the extent any such loss is caused by the negligence or willful misconduct of the City, its agents contractors and employees.

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

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

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

17. Indemnity/Hold Harmless.

(a) Neither the City, nor any official, officer, employee, contractor or agent thereof, shall be liable for any injury to persons or property occasioned by reason of the acts or omissions of Owner, its agents, subcontractors or employees in the performance of this Agreement. Owner hereby agrees to, and shall defend and hold harmless City, its elective and appointive boards, commissions and officers, and its agents, contractors and employees from and against any and all third party claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, consultant's fees, expert's fees, losses or liability, in law or in equity, of every kind and nature whatsoever to the extent arising out of or in connection with Owner's operations, or any subcontractor's operations, to be performed under this Agreement for Owner's or subcontractor's tort negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or

damage to property of anyone caused by any act or omission of Owner or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by law, with the exception of the negligence or willful misconduct of City, its agents, contractors and employees.

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

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

18. Sale or Disposition of Property; Assignment.

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

documentation reasonably required by City to determine the appropriateness of any proposed Successor.

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

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

20. **Time for Completion of Improvements; Extensions.**

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

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

(c) The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Owner to an extension. In addition, the time for completion of the Improvements shall be extended for any delay resulting from an act or omission of City, its agents, contractors or employees, or from an act of God, which Owner could not have reasonably foreseen, or by storm or inclement weather which prevents the conducting of work, or by strikes, boycotts, similar actions by employees or labor organizations, which

prevent the conducting of work, and which were not caused by or contributed to by Owner, or by any other cause not reasonably within the control of Owner provided that Owner provides City with written notice of the delaying event within fifteen (15) days of the commencement of the delay. In the event of such delaying event, Owner shall use all reasonable efforts to remedy same and resume completion of the Improvements as promptly as practicable.

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

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

Notice to City: City of Beaumont
550 E. 6th Street
Beaumont, CA 92223
Attn: City Manager

With a Copy to: John Pinkney, Esq.
SBEMP
1800 East Tahquitz Canyon Way
Palm Springs, CA 92262

Notice to Owner: Pierce Hardy Limited Partnership
1019 Route 519
Eighty Four, PA 15330

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

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

24. Insurance.

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

(i) Commercial General Liability policy with a minimum combined single limit of One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, personal injury and property damage arising out of or in connection with the activities of the Owner and its contractors and subcontractors in performance of the work under this Agreement. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) and shall, in addition to the other coverages specified in this subsection, include coverage for independent contractors, ongoing operations, products and completed operations, contractual liability and personal and advertising injury.

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

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

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

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

(b) Insurer Rating; Acceptability. Except as set forth otherwise herein, the policies required by this Section shall be issued by a California-admitted insurer with a rating of at least an A-; VII in the latest edition of Best's Insurance Guide. A Commercial General Liability policy issued by an insurer that is on the California Department of Insurance's List

of Approved Surplus Line Insurers (“LASLI”) will be acceptable, if no coverage from an admitted insurer can be obtained by Owner, and further provided that such insurer maintains a Best’s rating of at least “A-; X” and remains on the LASLI during the term hereof. Workers’ Compensation coverage issued by the State Compensation Insurance Fund shall be acceptable if no other coverage can be obtained by Owner, and further provided such insurer remains admitted in California and is otherwise financially acceptable to City.

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

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

(e) Required Endorsements.

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

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

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

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

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

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

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

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

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

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

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

28. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. In the event that suit shall be brought by either

Party to this contract, the Parties agree that venue shall be exclusively vested in the State courts of the County of Riverside, California or where appropriate, in the United States District Court, Southern District of California, Riverside, California.

29. Runs with the Land; Recordation.

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

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

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


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

Signature Page Follows

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

Owner:

Pierce Hardy Limited Partnership


By: Bethany L. Cypher
Title: Assistant Vice President

City:

CITY OF BEAUMONT,
a Municipal Corporation

By: _____
Title: _____

By: _____
Title: City Manager

ATTEST:

By: _____
Title: City Clerk

APPROVED AS TO FORM:

By: John Pinkney
Title: City Attorney

APPROVED AS TO CONTENT:

By: Jeff Hart
Title: Director of Engineering/Public Works

Attachments: Exhibit A
Exhibit B

Legal description of Property
Cost estimate(s)

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

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.

Commonwealth of Pennsylvania)
)
County of Washington)

On October 12, 2023, before me Tamara R. DeMarino, personally appeared **BETHANY L. CYPHER**, Assistant Vice President, Pierce Hardy Limited Partnership, 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 on behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Tamara R. DeMarino
(Seal)

Commonwealth of Pennsylvania - Notary Seal
Tamara R. DeMarino, Notary Public
Washington County
My commission expires November 3, 2026
Commission number 1225445
Member, Pennsylvania Association of Notaries

PERFORMANCE BOND 107921714

WHEREAS, the City of Beaumont, State of California, and 84 Lumber Company
1019 Route 519 Eighty Four, PA 15330 (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated September 27, 2023, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 2022-0458 which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, we, the Principal and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of **Four Hundred Seventy One Thousand Five Hundred** dollars (\$ **471,500.00**) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

[signatures on following page]

Commonwealth of Pennsylvania
County of Washington
Aislynn Flament

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 6th of October, 20 23 .

Commonwealth of Pennsylvania - Notary Seal
Margaret A. Mehalik, Notary Public
Washington County
My commission expires November 20, 2025
Commission number 1280415
Member, Pennsylvania Association of Notaries

Commonwealth of Pennsylvania - Notary Seal
Aislynn Flament, Notary Public
Washington County
My commission expires May 12, 2027
Commission number 1434956
Member, Pennsylvania Association of Notaries

Travelers Casualty and Surety Company of America
SURETY

84 Lumber Company
PRINCIPAL

By: *Richard A Young Jr*

By: *Bethany L Cypher*

Name: Richard A Young Jr

Name: Bethany L. Cypher

Title: Attorney -In-Fact

Title: V.P. Real Estate & Development

Address: 10 Sentry Parkway Suite 300

By: _____

Blue Bell, PA 19422

Name: _____

Title: _____

Commonwealth of Pennsylvania
County of Washington

Address: 1019 Route 519

Margaret A. Mehalik

Eighty Four, PA 15330

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **RICHARD A YOUNG JR** of **EIGHTY FOUR** , **Pennsylvania** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is


FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **6th** day of **October**, **2023**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and **84 Lumber Company** (hereafter designated as “the Principal”) have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated **September 27**, 20**23** whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of Four Hundred Seventy One Thousand Five Hundred dollars (\$471,500), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney’s fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

[signatures on following page]

Commonwealth of Pennsylvania
County of Washington

Aislynn Flament

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 6th of October, 2023.

Commonwealth of Pennsylvania - Notary Seal
Margaret A. Mehalik, Notary Public
Washington County
My commission expires November 20, 2025
Commission number 1280415
Member, Pennsylvania Association of Notaries

Commonwealth of Pennsylvania - Notary Seal
Aislynn Flament, Notary Public
Washington County
My commission expires May 12, 2027
Commission number 1434956
Member, Pennsylvania Association of Notaries

Travelers Casualty and Surety Company of America
SURETY

84 Lumber Company
PRINCIPAL

By: *Richard A. Young, Jr*

By: *Bethany L. Cypher*

Name: Richard A. Young, Jr

Name: Bethany L. Cypher

Title: Attorney- In-Fact

Title: V.P. Real Estate & Development

Address: 10 Sentry Parkway Suite 300

By: _____

Blue Bell, PA 19422

Name: _____

Commonwealth of Pennsylvania
County of Washington

Title: _____

Margaret A. Mehalik

Address: 1019 Route 519

Eighty Four, PA 15330

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **RICHARD A YOUNG JR** of **EIGHTY FOUR** , **Pennsylvania** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

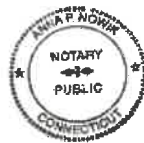
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **6th** day of **October**, **2023**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

PIERCE HARDY LIMITED PARTNERSHIP

**Unanimous Written Consent of the General Partner
in Lieu of an Annual Meeting**

April 1st, 20 21

The undersigned, being the sole general partner (the "General Partner") of Pierce Hardy Limited Partnership, a Pennsylvania limited partnership (the "Partnership"), does hereby consent in writing, pursuant to all applicable provisions of the Pennsylvania Uniform Limited Partnership Act of 2016, as amended, and the Amended and Restated Agreement of Limited Partnership dated January 1, 2016, as amended, to the adoption of the following resolutions and to the Partnership actions hereinafter set forth and direct that they shall, in all respects, be deemed as valid Partnership actions as though such actions and resolutions had been duly approved and authorized at an annual meeting of the General Partner of the Partnership, held as of the date above set forth:

1. **Election of Officers**

RESOLVED, that the following persons are hereby unanimously elected to serve in the respective offices set forth beside their name until the next annual meeting of the General Partner and until their successor(s) are duly elected and qualified:

Margaret Hardy Knox	-	President
Frank Cicero	-	Chief Operating Officer
Paul J. Lentz	-	Assistant Vice President
Bethany L. Cypher	-	Assistant Vice President
Jim Zaunick	-	Vice President
Ed Baer	-	Assistant Vice President

2. **Ratification of Actions**

RESOLVED, that all other actions of the officers of the Partnership taken by such persons on behalf of the Partnership since the last annual meeting of the General Partner be, and hereby are, ratified and approved as valid Partnership actions.

The undersigned directs that this written consent shall, in all respects, be deemed to be in lieu of an annual meeting of the General Partner of the Partnership, and all notice requirements in connection herewith, whether by statute or otherwise, hereby are waived.

IN WITNESS WHEREOF, the undersigned has duly executed this written consent, to be effective as of the date first above written.

GENERAL PARTNER:

Peter Jon Co.

By:



Margaret Hardy Knox, President

CITY OF BEAUMONT, CALIFORNIA SEWER & WATER IMPROVEMENT PLAN FOR 84 LUMBER STORAGE YARD

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

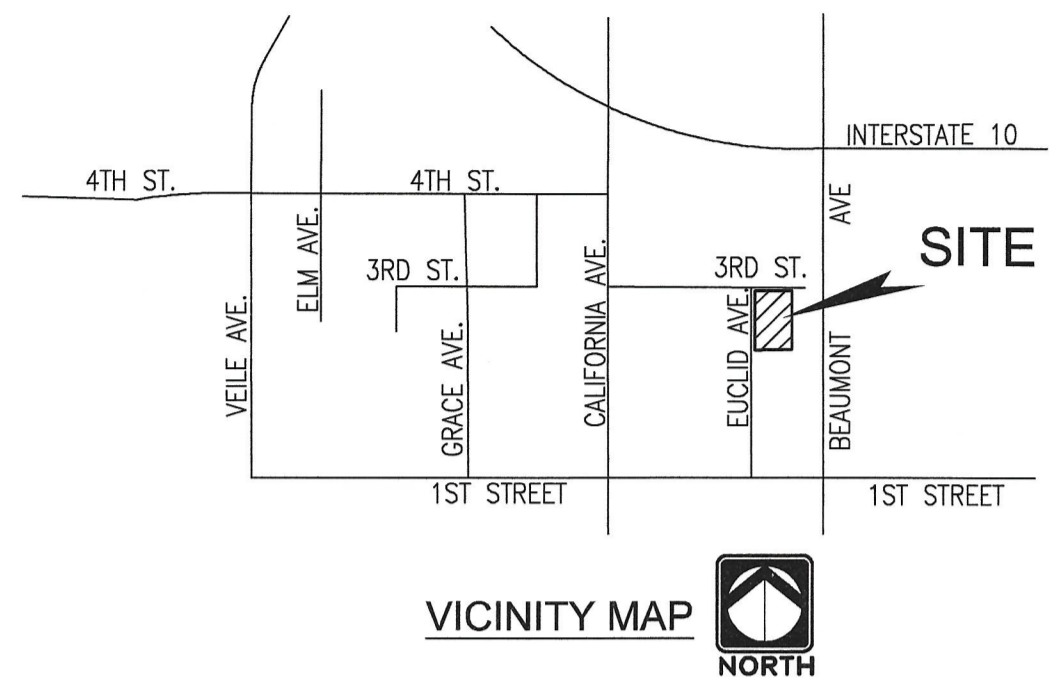
- BEAUMONT MUNICIPAL CODE.
- FOR STREETS: RIVERSIDE COUNTY ORDINANCE NO. 461.
FLOOD CONTROL FACILITIES: THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT'S STANDARDS FOR FLOOD CONTROL FACILITIES.
SANITARY SEWER FACILITIES: THE EASTERN MUNICIPAL WATER DISTRICT'S STANDARDS FOR SANITARY SEWER FACILITIES.
ALL OTHER PUBLIC WORKS: THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK).
- THIS SET OF PLANS.
- CITY PROJECT NO. PP2022-0458. APPROVED BY PLANNING COMMISSION, OCT. 26, 2022.
- SOILS REPORT AND RECOMMENDATIONS BY SLADDEN ENGINEERING, DATED, JUN. 2, 2022.

**BEAUMONT CHERRY VALLEY WATER DISTRICT
GENERAL NOTES**

- ALL WORK SHOWN ON THESE PLANS SHALL BE PERFORMED IN ACCORDANCE WITH THE "DISTRICT STANDARDS FOR THE FURNISHING OF MATERIALS AND THE CONSTRUCTION OF WATER AND RECYCLED WATER FACILITIES AND PREPARATION OF WATER SYSTEM PLANS", LATEST REVISION, AND THE ADOPTED ADDENDUMS THERETO.
- WORK SHALL BE PERFORMED BY A CONTRACTOR LICENSED IN THE STATE OF CALIFORNIA, EXPERIENCED IN WATER UTILITY CONSTRUCTION.
- CONTRACTOR SHALL OBTAIN CONSTRUCTION PERMIT FROM THE DISTRICT AND PAY INSPECTION AND VALVE COVER DEPOSIT PRIOR TO CONSTRUCTION.
- UNLESS OTHERWISE INDICATED, ALL PIPES SHALL BE CEMENT MORTAR LINED DUCTILE IRON PIPE, MINIMUM PRESSURE CLASS 150, WITH PUSH-ON JOINTS. ALL PIPES SHALL BE INSTALLED WITH TRACER WIRE. TRACER WIRE SHALL BE 14-GAUGE, INSULATED (BLUE COLOR) SOLID COPPER WIRE.
- FOR SEPARATION REQUIREMENTS BETWEEN WATER AND RECYCLED WATER, STORM DRAINS, AND SEWER LINES, SEE RIVERSIDE COUNTY STANDARD NO. 609 AND CALIFORNIA CODE OF REGULATIONS, TITLE 22, SECTION 64572.
- THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA AT 811 / 800-227-2600 FOR LOCATION OF ALL UNDERGROUND UTILITIES, TWO WORKING DAYS PRIOR TO COMMENCING WORK.
- CONTRACTOR SHALL OBTAIN NECESSARY PERMITS FROM CITY OF BEAUMONT, AND/OR RIVERSIDE COUNTY, AS APPROPRIATE, PRIOR TO CONSTRUCTION.
- ALL FIRE HYDRANTS SHALL BE INSTALLED IN ACCORDANCE WITH DISTRICT STANDARD PLATE NO. 1-1 (1-2) AND SHALL BE TYPE JONES 3768 6"x4"x2.5"x2.5" OUTLET.
- CONTRACTOR SHALL NOTIFY THE DISTRICT AT (951) 845-9581 TWO WORKING DAYS PRIOR TO COMMENCING WORK ON THE WATER UTILITY INSTALLATION. CONTRACTOR SHALL NOTIFY DISTRICT BY PRECEDING WEDNESDAY AT 4:00 P.M. PRIOR TO WORKING DURING THE WEEKEND. CANCELLATIONS SHALL BE NOTIFIED TO THE DISTRICT BY PRECEDING FRIDAY AT 3:00 P.M.
- NO EXISTING DISTRIBUTION SYSTEM VALVE SHALL BE OPERATED BY THE CONTRACTOR. DISTRICT PERSONNEL WILL OPERATE ALL NECESSARY VALVES.
- NO DEVIATIONS FROM THESE PLANS SHALL BE PERMITTED WITHOUT THE APPROVAL OF THE DISTRICT.
- EXISTING WATER MAINS SHALL NOT BE TAKEN OUT OF SERVICE FOR MORE THAN 4 HOURS. CONTRACTOR SHALL NOTIFY ALL WATER USERS AFFECTED BY THE SHUTDOWN A MINIMUM OF 48 HOURS PRIOR TO THE ACTUAL SHUTDOWN. INDICATE THE DATE AND PRECISE HOURS THAT THE MAIN WILL BE TAKEN OUT OF SERVICE.
- FIRE FLOW FOR THIS PROJECT IS 1,500 GPM AT 20 PSI RESIDUAL.
- CONTRACTOR SHALL CONFORM TO THE STREET EXCAVATION REPLACEMENT STANDARDS OF THE CITY OF BEAUMONT OR RIVERSIDE COUNTY, WHICHEVER HAS JURISDICTION.
- CONTRACTOR SHALL NOTIFY THE DISTRICT AT (951) 845-9581 TWO WORKING DAYS PRIOR TO PLACEMENT OF CONCRETE FOR SIDEWALKS.
- AIR VACUUM RELEASE ASSEMBLIES PER DISTRICT STANDARD PLATES NO. 5-1 AND 5-2 SHALL BE INSTALLED AT ALL HIGH POINTS ON THE WATER MAIN. ADDITIONAL ASSEMBLIES OVER THOSE SHOWN ON THE DRAWINGS MAY BE NECESSARY WHEN SUBSTRUCTURES REQUIRE A CHANGE IN LINE OR GRADE OF THE WATER LINE.
- CONTRACTOR TO INSTALL MINIMUM 1" COPPER, TYPE K, SERVICE LATERALS IN ACCORDANCE WITH DISTRICT SPECIFICATIONS SHOWN ON DISTRICT STANDARD PLATE 6-2, PLATE 6-3, AND PLATE 12.
- CONTRACTOR SHALL COORDINATE ALL RECONNECTS WITH DISTRICT PERSONNEL PRIOR TO ANY CONNECTIONS OR RETIREMENTS OF ANY DISTRICT FACILITIES.
- CONTRACTOR SHALL RESTRAIN ALL JOINTS AT TEES, ELBOWS, DEAD ENDS, ETC. AS INDICATED ON THE PLANS, AS A MINIMUM. SEE CONSTRUCTION NOTE #11 ON SHEET 2.
- CONTRACTOR SHALL BEAR ALL COSTS FOR THE CORRECTION OR REMOVAL AND REPLACEMENT OF DEFECTIVE WORK, AND ALL ADDITIONAL DIRECT AND INDIRECT COSTS THE CITY, COUNTY, OR DISTRICT MAY INCUR ON ACCOUNT OF DEFECTIVE WORK, INCLUDING THE COSTS OF ADDITIONAL ADMINISTRATIVE, PROFESSIONAL CONSULTANT, INSPECTION, TESTING, AND OTHER SERVICES.
- CONTRACTOR SHALL INSTALL BLUE REFLECTIVE PAVEMENT MARKERS IN ACCORDANCE WITH THE RIVERSIDE COUNTY FIRE DEPARTMENT "GUIDELINES FOR FIRE HYDRANT MARKINGS" LATEST REVISION AND AS SHOWN ON SHEET 2.
- ALL FIRE HYDRANT BARRELS ARE TO BE CHROME YELLOW WITH TOPS AND NOZZLE CAPS PAINTED WITH THE FOLLOWING CAPACITY-INDICATING COLOR SCHEME: CLASS-A GREEN.
- ALL DRY UTILITIES SHALL BE LOCATED ON OPPOSITE PROPERTY LINE FROM WATER SERVICE LATERAL OR NO CLOSER THAN 2' TO ANY WATER SERVICE LATERAL.
- ALL PIPE SHALL BE HYDRO TESTED, DISINFECTED AND APPROVED PRIOR TO FINAL CONNECTION TO EXISTING WATER LINES.
- BASIS OF WATER LINE STATIONING SHALL BE ALONG STREET CENTERLINE, UNLESS OTHERWISE NOTED.
- ALL MATERIALS SHALL BE OF DOMESTIC ORIGIN AND NOT OF FOREIGN MANUFACTURE.
- CONTRACTOR SHALL FURNISH TO THE DISTRICT ELECTRONIC FILES IN AUTOCAD FORMAT OF THE SIGNED AND APPROVED "RECORD DRAWINGS" AND GIS DIGITAL DATA DEFINITION TABLES, PER DISTRICT STANDARDS, PRIOR TO FINAL ACCEPTANCE OF THE WORK.
- CONTRACTOR SHALL FURNISH TO THE DISTRICT COPIES OF ALL SOIL COMPACTION TEST REPORTS FOR THE INSTALLED WATER MAINS TWO (2) WORKING DAYS PRIOR TO HYDRO TESTING OF PIPELINES.
- CONTRACTOR SHALL FURNISH TO THE DISTRICT INTERSECT TIE PLATES IN ACCORDANCE WITH DISTRICT STANDARD PLATE NO. D-2 FOR ALL VALVE LOCATIONS PRIOR TO FINAL ACCEPTANCE OF THE WORK.

**CONSTRUCTION NOTES
POTABLE AND RECYCLED WATER**

- ALL MECHANICAL FITTINGS TO BE RESTRAINED.
- ALL HYDRANT TEES SHALL BE MECHANICAL JOINT X FLANGE OUTLET.
- ALL JOINTS TO BE RESTRAINED SHALL BE WITH U. S. PIPE, "FIELD-LOK 350", MEGA LUGS (IF MECHANICAL JOINT), MCWANE, SURE STOP 350 GASKETS, OR DISTRICT APPROVED EQUAL.
- ALL HYDRANT, DRAIN, AND BLOW-OFF LATERALS SHALL HAVE RESTRAINED JOINTS.
- INSTALL RESTRAINED JOINTS (TWO PIPE LENGTHS) BEFORE AND AFTER ALL TEES, CROSSES, AND ELBOWS (HORIZONTAL AND VERTICAL), AS A MINIMUM.
- ALL PROPOSED 4 INCH BLOW-OFF AND AIR VACUUM VALVE ASSEMBLIES AT INTERFACE CONNECTIONS ARE TEMPORARY.
- DOMESTIC WATER LINE SHALL BE MINIMUM PRESSURE CLASS 200 DIP UNDER STORM DRAIN CROSSINGS. A 20' LENGTH OF DIP SHALL BE CENTERED UNDER STORM DRAIN SUCH THAT NO WATER MAIN JOINTS ARE WITHIN 4' OF THE OUTSIDE DIAMETER OF THE STORM DRAIN. THE VERTICAL CLEAR SEPARATION SHALL BE MINIMUM 1 FOOT.



OWNER/APPLICANT:
PIERCE HARDY LIMITED PARTNERSHIP
1019 ROUTE 519, BUILDING #4
EIGHTY FOUR, PA. 15330
(724) 228-8820

ASSESSOR'S PARCEL NO.
418-210-019

LEGAL DESCRIPTION:
LOT 1-16 INCLUSIVE, OF BLOCK 144
OF THE AMENDED MAP OF THE
TOWN OF BEAUMONT AS SHOWN BY
MAP ON FILE IN BOOK 6, PAGES 16 & 17,
RIVERSIDE COUNTY RECORDS.

SITE ADDRESS:
230 EUCLID AVENUE
BEAUMONT, CA 92223

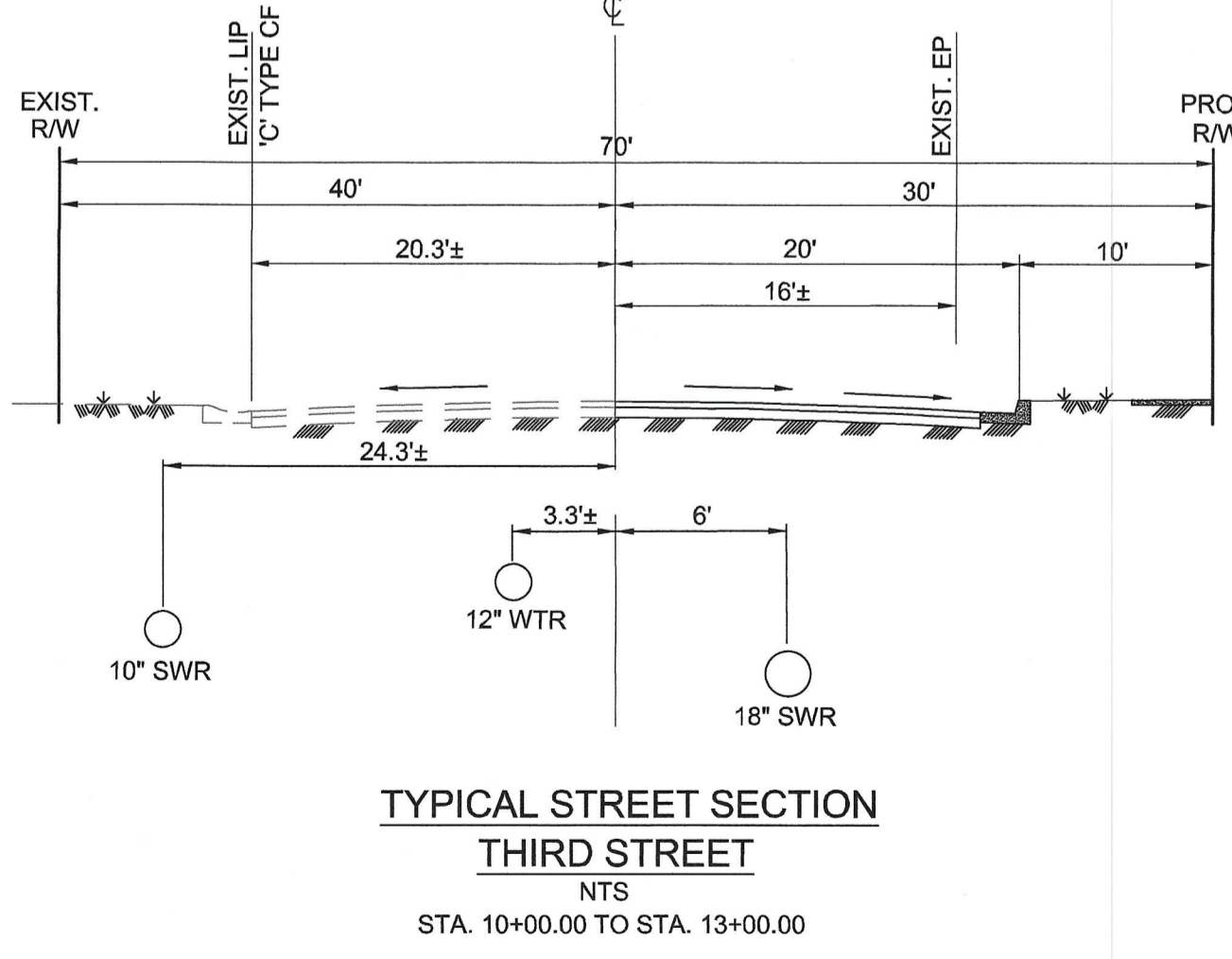
INDEX OF SHEETS
SHEET 1 - TITLE SHEET - GENERAL NOTES
SHEET 2 - ONSITE SEWER & WATER PLAN
SHEET 3 - SEWAGE PUMP DETAILS

"DECLARATION OF RESPONSIBLE CHARGE"
I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS. I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF BEAUMONT DOES NOT RELIEVE ME AS ENGINEER OF WORK OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

FIRM: BLAINE A. WOMER CIVIL ENGINEERING
ADDRESS: 41555 E. FLORIDA AVENUE, STE. G
CITY, ST.: HEMET, CALIFORNIA
TELEPHONE: (951) 658-1727
BY: *Blaine A. Womer* DATE: 9/28/23
BLAINE A. WOMER, R.C.E. 46354

CONSTRUCTION NOTES/ESTIMATE OF QUANTITIES

- INSTALL 1" PVC SCH. 40 WATERLINE @ MIN. COVER OF 48" FROM FINISHED SURFACE..... 561 L.F.
- REMOVE EXISTING AC PAVEMENT. TRENCH REPAIR PER BCVWD PLATE 6-2..... 55 S.F.
- CONNECT TO EXISTING 18" SEWER LINE PER EMWD STD. No. SB-176..... 1 EA.
- INSTALL 4"x1.5" ECCENTRIC PRESSURE REDUCER..... 1 EA.
- INSTALL 1.5" PVC SCH. 80 SEWER LINE @ MIN. COVER OF 48" FROM FINISHED SURFACE..... 578 L.F.
- INSTALL 23.83 L.F. 4" PVC SEWER LATERAL @ S=0.0200..... 24 L.F.
- INSTALL LIBERTY PUMPS FACTORY PACKAGED GRINDER PUMP KIT, MODEL 2484LSG202-C, 24"x84" BASIN OR APPROVED. CONNECT TO PROPOSED SITE OFFICE TRAILER. 1 EA.
- RESTRAIN JOINTS SHALL BE: MEGALUGS, AS MANUFACTURED BY EBBA IRON INC., U.S. PIPE, "FIELD-LOK 350" GASKETS, MCWANE, "SURE STOP 350" GASKETS OR BCVWD APPROVED EQUAL..... 47 L.F.



LEGEND

- W— EXISTING WATER PIPELINE
- SWR— EXISTING SEWER LINE
- G— EXISTING GAS LINE
- E— EXISTING ELECTRICAL CONDUIT
- SD— EXISTING STORM DRAIN
- T— EXISTING TELEPHONE CONDUIT
- PROPOSED WATER PIPELINE
- F.H. ○ FIRE HYDRANT ASSEMBLY
- ⊗ RESILIENT GATE VALVE
- B.O. ○ BLOWOFF ASSEMBLY
- DOMESTIC OR NON-POTABLE SERVICE Ø 1" DENOTES SIZE
- A.V.R. — AIR AND VACUUM RELEASE ASSEMBLY
- ⊔ FLANGED FITTINGS
- B.F. — BLIND FLANGE
- INVERT ELEV OF PROPOSED PIPE
- FLG. FLANGED
- R.T. RING TITE
- M.J. MECHANICAL JOINT
- C.M.L.&W. CEMENT MORTAR LINED AND WRAPPED STEEL PIPE
- C.M.L.&C. CEMENT MORTAR LINED AND COATED STEEL PIPE
- AWWA AMERICAN WATER WORKS ASSOCIATION
- (RES) RESTRAINED FITTINGS

PRIVATE ENGINEERS NOTICE TO CONTRACTOR(S)

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

NOTE

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

BENCHMARK:
NGS BENCH MARK ID DX3473
AT THE JUNCTION OF CALIFORNIA
AVE. AND FIFTH PL., 94.8' W/O THE
AVE. C/L, 25.3' S/O THE C/L OF
FIFTH PL., 3.6' N/O A GUY WIRE, 2.6'
S/O A POWER POLE, 0.6' E/O A
WITNESS POST.

ELEVATION=2579.30, NAVD 88

BY	MARK	DESCRIPTION	APPR.	DATE

BLAINE A. WOMER
CIVIL ENGINEERING
PUBLIC WORKS

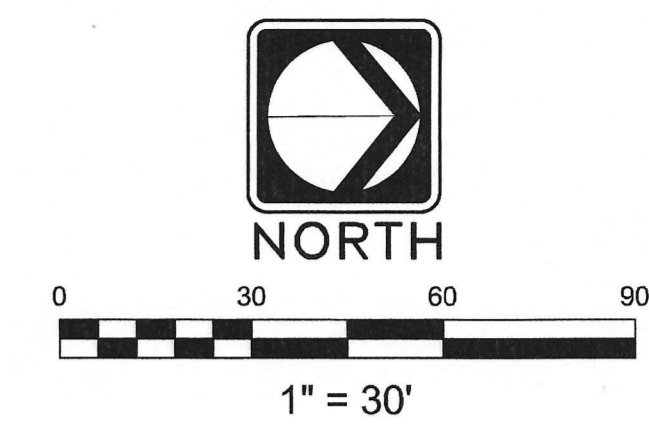
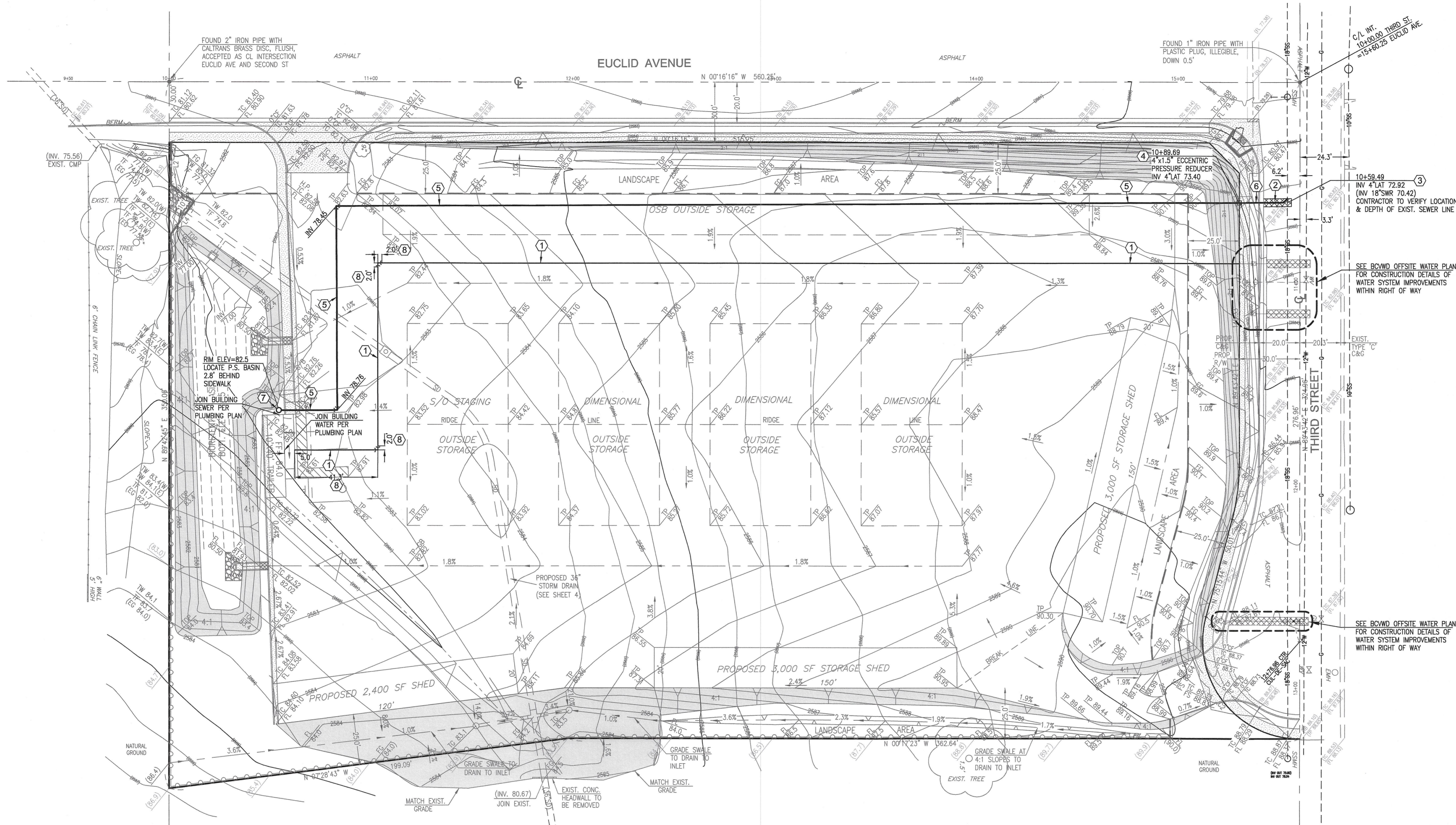
DESIGN BY: SEB
DRAWN BY: SEB
CHECKED BY: BAW
SCALE: N/A
DATE: 9/16/2022
JOB NUMBER: E1122002

Reviewed By: *Staff Engineer* Date: 9/29/23
Recommended for Approval By: *Administrative Engineer* Date: 9/29/23
Approved By: *City Engineer/Director of Public Works* Date: 10/04/2023

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

CITY OF BEAUMONT, CALIFORNIA
SEWER & WATER IMPROVEMENT PLAN FOR:
84 LUMBER STORAGE YARD
TITLE SHEET

SHEET
1
OF 3 SHEETS
FILE NO:
3480
PW2022-0948



LINE DATA

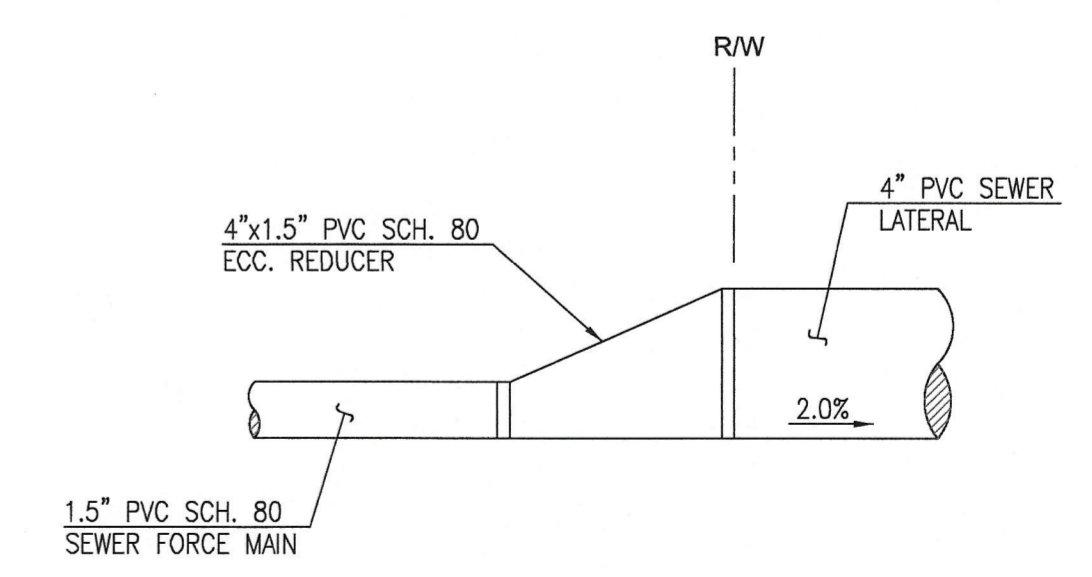
LINE	BEARING	DISTANCE
L1	N 44°43'43\"	21.21'

CURVE DATA

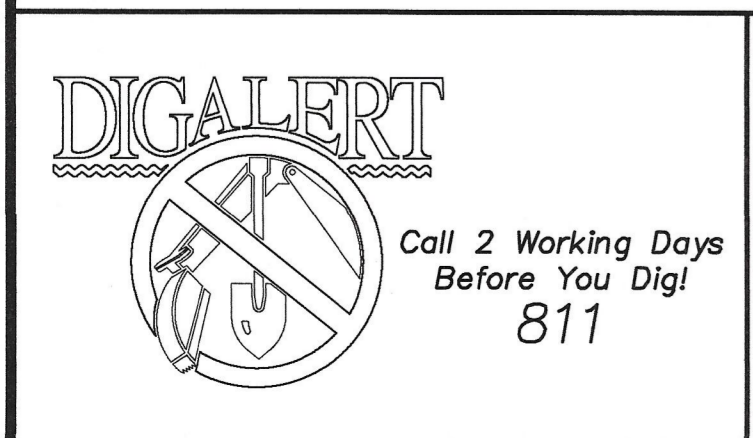
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C1	100.00'	26.20'	15°00'34\"	13.17'
C2	48.00'	87.97'	105°00'34\"	62.57'

- CONSTRUCTION NOTES**
- INSTALL 1" PVC SCH. 40 WATERLINE @ MIN. COVER OF 48" FROM FINISHED SURFACE.
 - REMOVE EXISTING AC PAVEMENT. TRENCH REPAIR PER BCVWD PLATE 6-2.
 - CONNECT TO EXISTING 18" SEWER LINE PER EMWD STD. No. SB-176.
 - INSTALL 4"x1.5" ECCENTRIC PRESSURE REDUCER.
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 - INSTALL LIBERTY PUMPS FACTORY PACKAGED GRINDER PUMP KIT, MODEL 2484SG202-C, 24"x84" BASIN OR APPROVED. CONNECT TO PROPOSED SITE OFFICE TRAILER.
 - RESTRAIN JOINTS SHALL BE: MEGALUGS, AS MANUFACTURED BY EBBA IRON INC., U.S. PIPE, "FIELD-LOK 350" GASKETS, McWANE, "SURE STOP 350" GASKETS OR BCVWD APPROVED EQUAL.

NOTE:
SEE SHEET 3 FOR PUMP SPECIFICATIONS AND DETAILS.



SEWER LATERAL CONNECTION DETAIL
NTS



BENCHMARK:

SEE SHEET 1

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS		CITY

BLAINE A. WOMER
CIVIL ENGINEERING

PLANNING
SURVEYING
CIVIL ENGINEERING
PUBLIC WORKS

Blaine A. Womer
R.C.E. 46354

REGISTERED PROFESSIONAL ENGINEER
BLAINE A. WOMER
No. 46354
CIVIL
STATE OF CALIFORNIA

DESIGN BY: SEB
DRAWN BY: SEB
CHECKED BY: BAW
SCALE: 1"=30'
DATE: 9/16/22
JOB NUMBER: E11-22-002



Reviewed By: *[Signature]* Staff Engineer Date: 9/29/23

Recommended for Approval By: *[Signature]* Administrative Engineer Date: 9/29/23

Approved By: *[Signature]* City Engineer/Chief of Public Works Date: 10/04/2023

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

CITY OF BEAUMONT, CALIFORNIA
SEWER & WATER IMPROVEMENT PLAN FOR:
84 LUMBER STORAGE YARD
ONSITE SEWER & WATER PLAN
(PRIVATE SYSTEM)

SHEET
2
OF 3 SHEETS
FILE NO: 3480
PW2022-0948

2400-SERIES

Simplex Grinder Package



Liberty Pumps
A Family and Employee Owned Company

Factory Assembled

2 hp Grinder Pumps

24" Diameter System

Features

- Pre-mounted float switches for pump control and alarm
- 4" Fiberglass hub with 4" rubber pipe seal
- 1-1/4" Discharge
- Factory pre-assembled guide rail system
- Integral check valve
- Galvanized guide rail pipe (stainless optional)
- Factory pre-assembled Schedule 80 PVC discharge piping with ball valve
- Fiberglass basin with anti-floitation collar
- Structural foam cover - 1000 lb. load rating (steel optional)
- All stainless-steel supports and brackets pre-mounted
- NEMA 4X junction box for electrical connections, pre-mounted
- Stainless-steel chain for pump lift-off

*Other custom basin sizes available, consult factory




Available with
LSG or LSGX-Series







4" Inlet hub with seal

Available Heights:
48"
60"
72"
84"
96"

3
Year Warranty

innovate. evolve

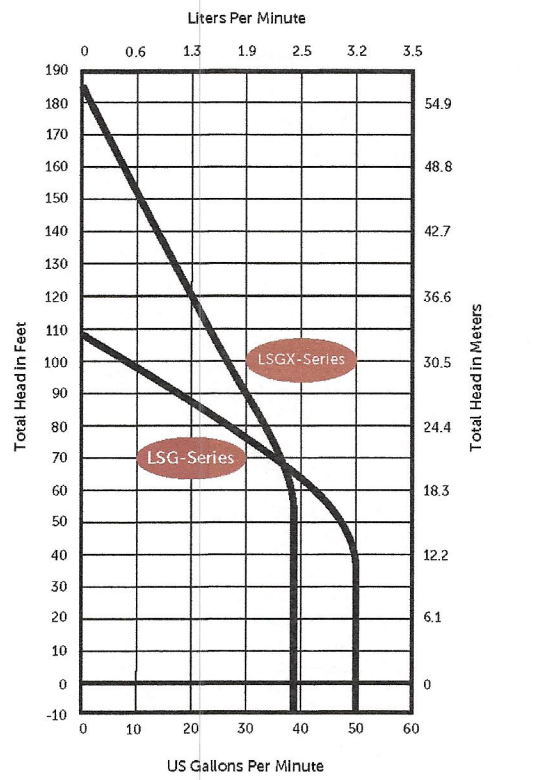
2400-Series

Features

- 2 hp Grinder Pump
- Choose from LSG or LSGX-Series pumps
- Available in a wide range of voltages
- 1-1/4" Discharge
- 25' Power cable length

(See LSG or LSGX-Series literature for complete pump specifications.)

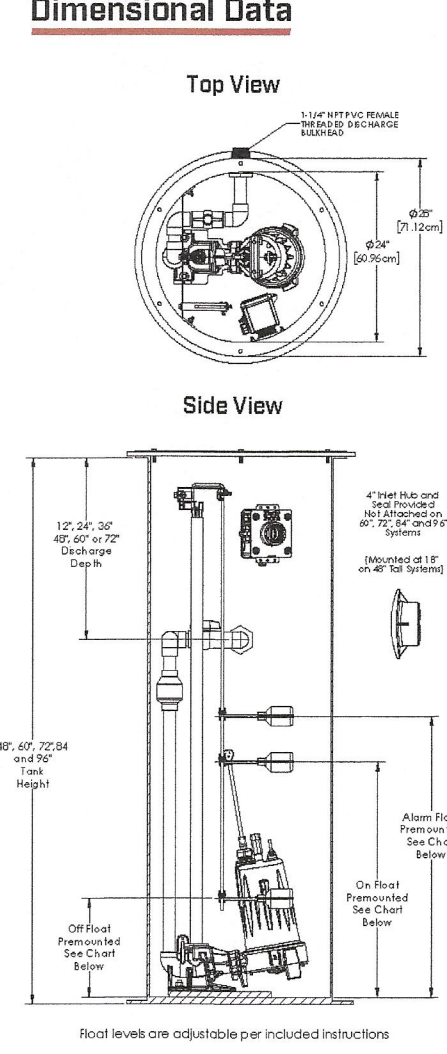
Performance Curve



Factory Set Control Levels

MODEL	OFF LEVEL	ON LEVEL	ALARM LEVEL	VOLUME PER PUMP CYCLE	TOTAL BASIN CAPACITY
2448	9.5" (24 cm)	16.5" (42 cm)	21" (53 cm)	13.5 gal (51 liters)	94 gal (356 liters)
2460	13" (33 cm)	27" (69 cm)	33" (84 cm)	27 gal (102 liters)	118 gal (447 liters)
2472	13" (33 cm)	31" (79 cm)	37" (94 cm)	35 gal (132 liters)	141 gal (534 liters)
2484	13" (33 cm)	33" (84 cm)	39" (99 cm)	39 gal (148 liters)	165 gal (625 liters)
2496	13" (33 cm)	37" (94 cm)	43" (109 cm)	47 gal (178 liters)	188 gal (712 liters)

Dimensional Data



Top View

Side View

Foot Level

Galvanized guide rails standard.
For stainless-steel rails add "S" to model number. Example: 2472LSG24-S
For steel cover option add "SC" suffix to model number. Example: 2472LSG24-SC

2400-Series

24" Diameter fiberglass basin available in heights of 48", 60", 72", 84", and 96". Systems listed below with heights of 60", 72", 84" or 96" are shipped with a standard SX-Series control panel. To upgrade to an IP-Series panel add "-IP" suffix to the model number. Example: 2472LSG202-24-IP. See SX-Series or IP-Series literature for complete specifications.

MODEL	VOLTS	PHASE	WEIGHT	STANDARD PANEL SX-SERIES	OPTIONAL PANEL IP-SERIES
2448 - 24" x 48" Basin (Discharge depth is 12" from top of basin)					
2448LSG202	208/230	1	220 lbs	ALM-2W	N/A
2448LSG202-S	208/230	1	220 lbs	ALM-2W	N/A
2448LSG202-SC	208/230	1	230 lbs	ALM-2W	N/A
2448LSG202-SC	208/230	1	226 lbs	ALM-2W	N/A
2448LSG202	208-230	1	229 lbs	ALM-2W	N/A
2448LSG202-S	208-230	1	229 lbs	ALM-2W	N/A
2448LSG202-SC	208-230	1	239 lbs	ALM-2W	N/A
2448LSG202-SC	208-230	1	239 lbs	ALM-2W	N/A
2460 - 24" x 60" Basin (Discharge depth is 24" or 36" from top of basin. Add -24 or -36 to model when ordering)					
2460LSG202 (24 or -36)	208/230	1	230 lbs	SX04+3	IP5-24H
2460LSG202-S (24 or -36)	208/230	1	231 lbs	ALM-2W	N/A
2460LSG202-C (24 or -36)	208/230	1	231 lbs	SX+C24+3-3	IP5-24HC
2460LSG204 (24 or -36)	208/230	3	235 lbs	SX34+3-111	IP5-34-111
2460LSG204 (24 or -36)	440-480	3	235 lbs	SX34+3-171	IP5-34-171
2460LSG205 (24 or -36)	575	3	235 lbs	SX34+3-161	IP5-34-161
2460LSG202 (24 or -36)	208-230	1	236 lbs	SX04+3	IP5-24H
2460LSG202-C (24 or -36)	208-230	1	247 lbs	SX+C24+3-3	IP5-24HC
2460LSG203 (24 or -36)	208-230	3	242 lbs	SX34+3-111	IP5-34-111
2460LSG204 (24 or -36)	440-480	3	242 lbs	SX34+3-171	IP5-34-171
2460LSG205 (24 or -36)	575	3	242 lbs	SX34+3-161	IP5-34-161
2472 - 24" x 72" Basin (Discharge depth is 24, 36" or 48" from top of basin. Add -24, -36 or -48 to model when ordering)					
2472LSG202 (24, -36 or -48)	208/230	1	237 lbs	SX04+3	IP5-24H
2472LSG202-C (24, -36 or -48)	208/230	1	238 lbs	SX+C24+3-3	IP5-24HC
2472LSG203 (24, -36 or -48)	208/230	3	242 lbs	SX34+3-111	IP5-34-111
2472LSG204 (24, -36 or -48)	440-480	3	242 lbs	SX34+3-171	IP5-34-171
2472LSG205 (24, -36 or -48)	575	3	242 lbs	SX34+3-161	IP5-34-161
2472LSG202 (24, -36 or -48)	208-230	1	243 lbs	SX04+3	IP5-24H
2472LSG202-C (24, -36 or -48)	208-230	1	244 lbs	SX+C24+3-3	IP5-24HC
2472LSG203 (24, -36 or -48)	208/230	3	249 lbs	SX34+3-111	IP5-34-111
2472LSG204 (24, -36 or -48)	440-480	3	249 lbs	SX34+3-171	IP5-34-171
2472LSG205 (24, -36 or -48)	575	3	249 lbs	SX34+3-161	IP5-34-161
2484 - 24" x 84" Basin (Discharge depth is 24, 36", 48" or 60" from top of basin. Add -24, -36, -48 or -60 to model when ordering)					
2484LSG202 (24, -36, -48 or -60)	208/230	1	258 lbs	SX04+3	IP5-24H
2484LSG202-C (24, -36, -48 or -60)	208/230	1	265 lbs	SX+C24+3-3	IP5-24HC
2484LSG203 (24, -36, -48 or -60)	208/230	3	269 lbs	SX34+3-111	IP5-34-111
2484LSG204 (24, -36, -48 or -60)	440-480	3	269 lbs	SX34+3-171	IP5-34-171
2484LSG205 (24, -36, -48 or -60)	575	3	269 lbs	SX34+3-161	IP5-34-161
2484LSG202 (24, -36, -48 or -60)	208-230	1	264 lbs	SX04+3	IP5-24H
2484LSG202-C (24, -36, -48 or -60)	208-230	1	265 lbs	SX+C24+3-3	IP5-24HC
2484LSG203 (24, -36, -48 or -60)	208/230	3	270 lbs	SX34+3-111	IP5-34-111
2484LSG204 (24, -36, -48 or -60)	440-480	3	270 lbs	SX34+3-171	IP5-34-171
2484LSG205 (24, -36, -48 or -60)	575	3	270 lbs	SX34+3-161	IP5-34-161
2496 - 24" x 96" Basin (Discharge depth is 24, 36", 48", 60", 72" from top of basin. Add -24, -36, -48, -60 or -72 to model when ordering)					
2496LSG202 (24, -36, -48, -60 or -72)	208/230	1	267 lbs	SX04+3	IP5-24H
2496LSG202-C (24, -36, -48, -60 or -72)	208/230	1	274 lbs	SX+C24+3-3	IP5-24HC
2496LSG203 (24, -36, -48, -60 or -72)	208/230	3	278 lbs	SX34+3-111	IP5-34-111
2496LSG204 (24, -36, -48, -60 or -72)	440-480	3	278 lbs	SX34+3-171	IP5-34-171
2496LSG205 (24, -36, -48, -60 or -72)	575	3	278 lbs	SX34+3-161	IP5-34-161
2496LSG202 (24, -36, -48, -60 or -72)	208-230	1	273 lbs	SX04+3	IP5-24H
2496LSG202-C (24, -36, -48, -60 or -72)	208-230	1	279 lbs	SX+C24+3-3	IP5-24HC
2496LSG203 (24, -36, -48, -60 or -72)	208/230	3	279 lbs	SX34+3-111	IP5-34-111
2496LSG204 (24, -36, -48, -60 or -72)	440-480	3	279 lbs	SX34+3-171	IP5-34-171
2496LSG205 (24, -36, -48, -60 or -72)	575	3	279 lbs	SX34+3-161	IP5-34-161

Specifications subject to change without notice.
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Choice of Panel... SX-Series or IP-Series


SX-Series Panels - (Standard)

Provide reliable alternating operation.

Features

- HOA Switch
- NEMA 4X enclosure
- Circuit Breaker
- Visual and Audible alarm
- Pump run indicator lights
- Auxiliary contacts
- Three level control float switches

For the complete SX-Series specifications, see SX-Series literature sheet.



SX04+3 Control panel with alarm

IP-Series Panels - (Optional)

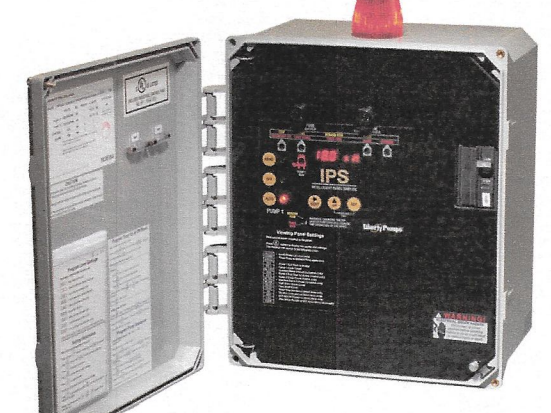
IP-Series control panels incorporate the latest programmable pump features through a simple, easy-to-use touchpad on the inner door. Now pump programming and system monitoring is easier than ever.

Features

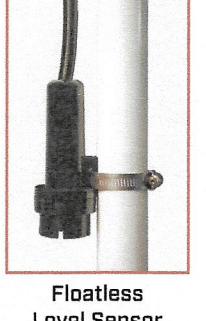
- NEMA 4X weatherproof enclosure for indoor or outdoor mounting
- Flatless level sensor is compact and eliminates multiple wide-angle float switches for controlling pump
- Redundant "ALARM" float switch included for added security
- Easy-to-use touchpad for programming pump on/off levels and alarm level in inches or centimeters
- Inner panel door provides increased safety
- Separate control and alarm fuses
- Digital display board for system monitoring
- Alarm beacon and horn provide audio/visual warning of alarm condition
- Test/Normal/Silence switch
- Auxiliary contacts
- Panel is field convertible for either demand dose or timed dose applications

For the complete IP-Series specifications, see IP-Series literature sheet.

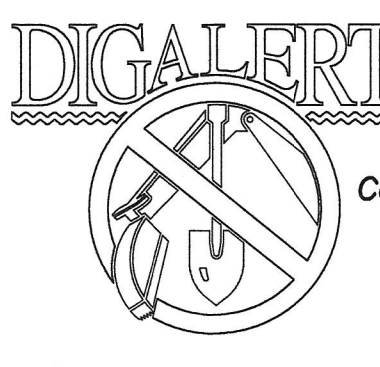
NOTE: To order the IP-Series panel option, add "-IP" suffix to the system model number. Example: 2472LSG24-IP



IP-Series Control Panel



Flatless Level Sensor




Call 2 Working Days Before You Dig!
811

BENCHMARK:
NGS BENCH MARK ID DX3473 AT THE JUNCTION OF CALIFORNIA AVE. AND FIFTH PL., 94.8' W/O THE AVE. C/L, 25.3' S/O THE C/L OF FIFTH PL., 3.6' N/O A GUY WIRE, 2.6' S/O A POWER POLE, 0.6' E/O A WITNESS POST.

ELEVATION=2579.30, NAVD 88

BY	MARK	DESCRIPTION	APPR.	DATE



BLAINE A. WOMER CIVIL ENGINEERING

PLANNING
SURVEYING
ENGINEERING
PUBLIC WORKS

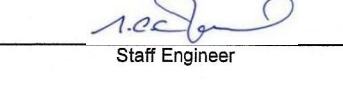
Blaine Womer
R.C.E. 46354

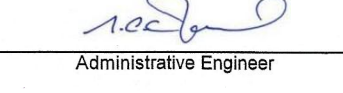



REGISTERED PROFESSIONAL ENGINEER
BLAINE A. WOMER
No. 46354
CIVIL
STATE OF CALIFORNIA



BEAUMONT CALIFORNIA

Reviewed By:  Staff Engineer Date: 9/29/23

Recommended for Approval By:  Administrative Engineer Date: 9/29/23

Approved By:  City Engineer Date: 10/04/2023

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

CITY OF BEAUMONT, CALIFORNIA
SEWER & WATER IMPROVEMENT PLAN FOR:

84 LUMBER STORAGE YARD
SEWER PUMP SPECIFICATIONS
(PRIVATE SYSTEM)

SHEET
3
OF 3 SHEETS
FILE NO:
3480
PW2022-0948



Staff Report

TO: City Council
FROM: Robert Vestal, Interim Public Works Director
DATE: November 7, 2023
SUBJECT: Performance Bond Exoneration

Description Performance bond exoneration for survey monuments associated with Parcel Map No. 37938.

Background and Analysis:

The City requires all developers to provide construction security for public improvements consisting of, but not limited to, street improvements, sewer improvements, storm drain improvements, and survey monumentation. After the improvements are constructed, City staff verifies that no liens have been filed, that the improvements are completed in accordance with the project's conditions of approval, design standards, and City requirements, and that all punch list items have been addressed. Once verified, City Council may exonerate the construction security and accept a one-year maintenance security.

Survey monumentation does not require any maintenance period. The principal is requesting that the performance listed in Table No. 1 be exonerated. City staff has verified that the survey monuments were set in accordance with the project's conditions of approval, design standards, and City requirements.

Table No. 1 – Bond Summary

Project	Performance Bond Number	Improvement	Principal
Parcel Map No. 37938	LICX1209830	Monuments	Evergreen-8th & Highland Springs, LLC

Therefore, City staff recommends that City Council authorize City staff to issue a bond exoneration letter for the performance bond.

Fiscal Impact:

The cost of preparing the staff report is estimated to be \$350. There is no associated maintenance cost for survey monuments.

Recommended Action:

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

- Parcel Map No. 37938/ LICX1209830 / Survey monuments

Attachments:

- A. PW2023-1070 - PM 37938 Dutch Bros_7-Eleven Monument Bond LICX1209830 Exoneration Packet



City of Beaumont

550 E. 6th Street
Beaumont, CA 92223
(951) 769-8520
www.beaumontca.gov

Case No. <u>PW2023-1070</u>
Receipt No. <u>R01354803</u>
Fee \$ <u>3,915.00</u>
Date Paid <u>10/4/2023</u>

BOND EXONERATION APPLICATION

Bond Type: Performance Maintenance Final Monument Inspection Other: _____

1. Contact's Name KAYTLIN FOX Phone 602-567-7172

2. Contact's Address 2390 E. CAMELBACK ROAD, SUITE 410, PHOENIX, AZ 85016
City/State/Zip

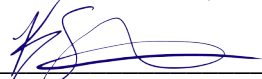
5. Contact's E-mail KFOX@EVGRE.COM

3. Developer Name EVERGREEN-8TH & HIGHLAND SPRINGS, L.L.C. Phone 602-808-8600
(If corporation or partnership application must include names of principal officers or partners)

4. Developer Address 2390 E. CAMELBACK ROAD, SUITE 410, PHOENIX, AZ 85016
City/St/Zip


5. Description of Bonds (including Bond Number, Tract Map/Application number, Lot number, and description of improvements covered):
Performance Bond for Parcel Map 37938 - LICX1209830

6. **CERTIFICATION OF ACCURACY AND COMPLETENESS:** I hereby certify that to the best of my knowledge the information in this application and all attached answers and exhibits are true, complete, and correct.



Print Name and Sign – Contact/Applicant 09/26/2023
Date

7. Contractor shall indemnify, defend, and hold harmless the City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with contractor's performance of work hereunder or its failure to comply with any of its obligations for which this Bond exoneration is requested, except for such loss or damage which was caused by the active negligence of the City.



Print Name and Sign – Contact/Applicant 09/26/2023
Date

8. Developer/Contractor has completed all the following items prior to requesting release or has included them in the application.
- Remove and replace concrete and AC as needed where lifting.
 - Provide AC crack fill as needed. Crack fill/seal shall be hot asphaltic emulsion.
 - Provide Type II slurry coat for all road surfaces.
 - Restore/Verify pavement striping/markings.
 - Restore/Verify blue dots and signage as needed.
 - Clean and camera sewer. Provide report and video copy of camera survey.
 - Provide all final geotechnical reports.
 - Provide Engineers' certification for line and grade within Right-of-Way.
 - Provide Landscape Architects Certification as required.



Print Name and Sign – Contact/Applicant

09/26/2023

Date



Punch List

Project Name: Dutch Bros. & 7-11

Tract No. 37938

Monument		PW 2023-1070	Bond No. LICX1209830	Performance
Inspected By: Alex Stanko			Page: 1	Date: 10-10-2023
Item No.	Description	Completed by Construction (Sign/Date)		Accepted by (Sign/Date)
1	No items required.	Alex Stanko 10-10-2023		Alex Stanko 10-10-2023

[COMPANY NAME]

RECORDING REQUESTED BY:
CITY CLERK

WHEN RECORDED RETURN TO:

City Clerk
City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

**This document was electronically submitted
to the County of Riverside for recording**
Received by: ALEJANDRA#1032

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**CITY OF BEAUMONT
SUBDIVISION IMPROVEMENT AGREEMENT**

~~TRACT NO.~~ 37938

PARCEL MAP

DATE OF AGREEMENT: _____

NAME OF SUBDIVIDER: EVERGREEN-8TH & HIGHLAND SPRINGS, L.L.C., an ARIZONA LIMITED LIABILITY COMPANY. (hereinafter referred to as "Subdivider").

NAME/NUMBER OF DEVELOPMENT: 2 ~~residential~~ lots, _____, originally approved on _____, and Tentative ~~Tract~~ PARCEL MAP 37938 ("Tract" or "Tentative Tract Map"), originally approved on OCTOBER 6, 2020.

FINAL ~~TRACT~~ PARCEL MAP 37938 APPROVED ON _____ RECORDED ON _____ AS INSTRUMENT NUMBER: _____ ("Final Tract Map").

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

EST. TOTAL COST OF PUBLIC IMPROVEMENTS:
\$ _____
(see Exhibit "B")

EST. TOTAL COST OF PRIVATE IMPROVEMENTS:
\$ _____
(see Exhibit "B")

EST. TOTAL COST OF MONUMENTATION:
\$ 5,000.00
(see Exhibit "B")

BOND NUMBERS: LICX1209830

LETTER OF CREDIT NUMBERS: _____

FINANCIAL INSTITUTION: _____

THIS SUBDIVISION IMPROVEMENT AGREEMENT (“Agreement”) is made and entered into by and between the City of Beaumont, a California municipal corporation (hereinafter referred to as “City”), and EVERGREEN-8TH & HIGHLAND SPRINGS L.L.C., an ARIZONA LIMITED LIABILITY COMPANY, (hereinafter referred to as “Subdivider”). City and Subdivider are sometimes referred to hereinafter individually as a “Party”, and collectively as the “Parties”.

RECITALS

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

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

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

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

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

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

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

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

1. Subdivider's Obligation to Construct Improvements.

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

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

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

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

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

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

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

2. Improvement Securities.

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

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

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

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

(iv) 5,000.00 and 00/100 Dollars (\$X,XXX.XX) in the form of a ^{SURETY} ~~cash~~ BOND ~~deposit~~, which is 100% of the estimated cost of setting all final subdivision monuments, boundary corners, front and rear lot corners and centerline ties not previously set or submitted on the lots and streets within the Property as described in Exhibit "A", and for the preparation and recordation of any related Certificate of Correction, as required by Section 66469 of the State Subdivision Map Act.

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

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

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

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

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

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

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

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

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

5. Reserved.

6. Inspections; Final Acceptance and Certification of Improvements.

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

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

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

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

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

7. Release of Improvement Securities.

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

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

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

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

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

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

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

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

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

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

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

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

8. Injury to Public Improvements, Public Property or Public Utilities Facilities.

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

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

10. Notice of Breach/Default of Subdivider.

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

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

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

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

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

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

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

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

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

11. Warranty.

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

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

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

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

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

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

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

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

17. **Indemnity/Hold Harmless.**

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

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

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

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

18. Sale or Disposition of Subdivision; Assignment.

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

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

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

20. Time for Completion of Improvements; Extensions.

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

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

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

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

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

Notice to City:	City of Beaumont 550 E. 6th Street Beaumont, CA 92223	Attn:
City Manager		
With a Copy to:	John Pinkney, Esq. SBEMP 1800 East Tahquitz Canyon Way Palm Springs, CA 92262	

Notice to Subdivider:

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

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

24. Insurance.

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

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

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

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

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

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

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

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

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

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

(e) Required Endorsements.

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

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

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

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

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

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

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

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

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

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

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

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

29. Runs with the Land; Recordation.

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

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

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

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

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

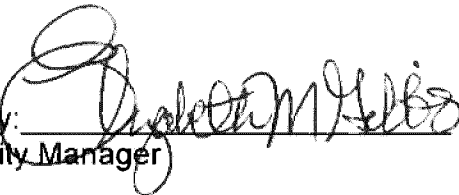
Subdivider:

EVERGREEN-8TH & HIGHLAND SPRINGS, L.L.C.,
an Arizona limited liability company
Evergreen Development Company-2019, L.L.C.,
Its: Manager
Evergreen Devco, Inc.,
Its: Manager


By: 
LAURA ORTIZ, PRESIDENT

City:


CITY OF BEAUMONT
a Municipal Corporation

By: 
City Manager

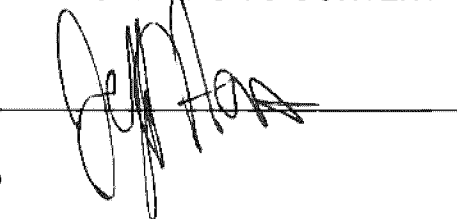
ATTEST:


City Clerk

APPROVED AS TO FORM:


John Pinkney, City Attorney

APPROVED AS TO CONTENT:



Jeff Hart, Dir. Of Engineering/Public

Works

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

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

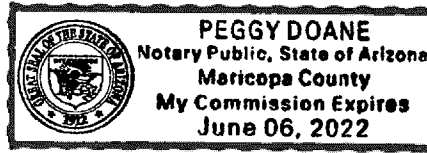
STATE OF ARIZONA)
)ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 28th day of MARCH, 2022, by Laura Ortiz, the President of Evergreen Devco, Inc., a California corporation, Manager of Evergreen Development Company-2019, L.L.C., an Arizona limited liability company, Manager of EVERGREEN-8TH & HIGHLAND SPRINGS, L.L.C., an Arizona limited liability company, on behalf said entities.

WITNESS my hand and official seal.

Peggy Doane
Notary Public

My Commission Expires:
June 6, 2022



**EXHIBIT A
LEGAL DESCRIPTION**

The Land referred to herein below is situated in the City of Beaumont, County of Riverside, State of California, and is described as follows:

PARCEL 1 OF PARCEL MAP NO. 5570, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 34 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS.

Exhibit B

October 1, 2020

Consultant will perform the following services:

Mapping**Task 1 – Final Parcel Map**

Kimley-Horn will prepare a Final Parcel Map depicting the subdivision of property such that the two retail pads are each in its own lot. The lots will be in general accordance with the Subdivision Map Act, City municipal code and the approved Tentative Parcel Map.

Kimley-Horn will prepare and submit the applications and respond to up to three rounds of review comments pertaining to the technical preparation of the map. Recordation at the County of Riverside or Tax Bond assistance is excluded but may be added as needed.

Task 2 – Monumentation

Upon completion of construction monumentation of property corners will be done. Monumentation of up to ten (10) property corners is included within this proposal.

Task 3 – Legal Descriptions (Optional)

If requested separate from the Final Parcel Map, Kimley-Horn can provide Legal Descriptions for the 7-11 and QSR Parcel. This will include a separate Plat and Legal for Client's use.

Task 4 – Utility Easement Exhibits (Optional)

If requested separate from the Final Parcel Map, Kimley-Horn can provide Utility Easement Exhibits for Client's use.

Construction Services**Task 5 – On-Site Construction Documents**

Kimley-Horn will prepare private Construction Drawings in general accordance with City guidelines. This assumes that Entitlement Plans have been reviewed and approved by the Client and/or City. The Conditions of Approval for the Entitlement Phase of this project have not been issued. As such, the Scope of Services and Fee presented herein may require an amendment to satisfy the final requirements and conditions set forth by the City of Beaumont. Changes to the site plan layout by the owner or the architect after Construction Documents have been started may result in additional services. We anticipate the plan set will consist of the following sheets:

Cover and Note Sheets:

Two sheets consisting of a project title, sheet index, legend, basis of bearing note, benchmark data, development team data, site area, client contacts, geotechnical report reference, earthwork quantity estimates, vicinity map, location map, legal description, utility company contacts, approval blocks, general notes, city notes, and utility notes.

Rough Grading Plan and Details:

Kimley-Horn will prepare a Rough Grading Plan for the area or work to show the proposed finish floors, finished surface elevations of the perimeter sidewalks, adjacent surface parking areas, new ingress/egress, and landscape areas. One-foot proposed contours and key spot elevations will be identified. Earthwork quantity estimates will be calculated for plan check and bonding purpose only. This plan will depict interim storm water BMPs and water quality systems selected for the project and located within the design limits. The size and material of storm drains will be provided. The Storm Drain connection to the public storm drain will be shown on the plan. Any additional coordination with Riverside County Flood Control can be performed as an additional service.

The sheets prepared above will be submitted concurrently to the City and the Client for review and consideration for approval. The effort for this task does not include design of any off-site utilities to connect our site to existing facilities nor does it include coordination and integration of any intermediate architectural changes which affect the civil engineering plans and site plan. Changes to the civil engineering plans resulting from changes to the building utility design and/or site plan

Exhibit B
October 1, 2020

after commencement of this task will be considered an additional service. This task does not include dry utility design, dry utility routing will be provided by others and shown on the Utility plan for coordination purposes. Any developer- required changes after production has begun will be considered an additional service.

An On-Site Erosion Control Plan is excluded from this task. If the City requires the plan to be submitted concurrently with the Rough Grading Plans, Kimley-Horn will forward an amendment to the Client for review and execution prior to the start of work.

A Final Water Quality Management Plan, and a Final Drainage Report are excluded from this task. If the City of Beaumont requires the beforementioned reports to be submitted with the Rough Grading Plans, Kimley-Horn will forward an amendment to the Client for review and execution prior to the start of work.

Deliverable: Set of Construction Documents formatted for submittal to the City for grading permit review.

Task 6 – Off-Site Construction Documents

The City of Beaumont requires a separate Encroachment Permit to be submitted concurrently with the On-Site Rough Grading Plan. This plan will specifically depict replacement of Sidewalk fronting the property, two common access driveways, one fronting 8th St and the other Highland Springs Ave, and wet utility connections to domestic water and sanitary sewer.

This task assumes that one profile sheet will be required depicting the connections and crossings of the domestic water and sanitary sewer. Kimley-Horn assumes all public lines serving the site are of adequate capacity and no upsizing will be needed.

Per the Conditions of Approval, Street Lights will need to be added per City of Beaumont standards. Kimley-Horn will prepare a street light plan for four (4) street lights to be placed on 8th Street and Highland Spring Ave along the project property frontage. The street light plan will be 1"=40' scale showing proposed street light location with adjacent pull box. It is assumed that service utility coordination will be performed by Client's Dry Utility Consultant to determine service location and connection details for the lights.

Additional improvements to be included in this task is the Half-Width Slurry Coat and Seal of the fronting roads, remove and replace of the corner curb ramp to current ADA Standards, and the installation of a Bus Stop. It is assumed coordination with the Transit District regarding standards and location are to be coordinate by the Client.

This task assumes no street widening, turn-pockets, or improvements beyond stated above will be required.

Task 7 – Stormwater Pollution Prevention Plan (SWPPP) / Notice of Intent (NOI)

A Stormwater Pollution Prevention Plan (SWPPP) is required to permit any construction with a disturbed area greater than 1-acre. Kimley-Horn will prepare one SWPPP based upon the topographic survey and the Erosion Control Plan. This report will include discussion of possible pollutants during construction and the associated best management practices (BMP's) to address the possible pollutants. The SWPPP will also include a list of the required maintenance dates associated with the structural BMP's. Two copies of the SWPPP will be prepared; one copy is to remain at the site during construction and the other copy shall be submitted to the governing agency. This task also includes the preparation of the Notice of Intent (NOI) and submittal of the application to the State Water Resource Board; all fees associated with the application are to be paid by the client. The role of Qualified SWPPP Developer (QSD) is included within the scope of this proposal. We assume that a Qualified SWPPP Practitioner (QSP) will be retained by the owner or the project contractor. The QSP will file the annual report and close the project with the Notice

Exhibit A
October 1, 2020

of Termination. This proposal assumes that the site will be assigned a Risk Assessment Level 1 or 2 as defined by the California General Permit.

Task 8 – Permitting Assistance & Coordination (Hourly Services with Initial Budget)

Kimley-Horn will submit the plans and reports to the City for review. Efforts to address three (3) rounds of consolidated minor City and Client review comments are included in the lump sum portions of this Agreement; however, we will utilize this task to address additional Client and/or staff review comments in an effort to help obtain project approval and permits. At the Client's request, we can also utilize this task to address attendance at any periodic engineering plan status meetings with the Client, Architect, and/or City. Kimley-Horn will also utilize this task to assist with City or other agency submittal packages as required to obtain grading or building and safety permits.

If submittals exceed reasonable number of iterations typical for a project of this type the client will be notified and additional fees may be required.

Task 9 - Construction Support (Hourly Services with Initial Budget)

Construction Support includes Clarifications and Interpretations: Kimley-Horn will respond to reasonable and appropriate Contractor requests for information (RFIs) and issue clarifications and interpretations of the Contract Documents to Client. Any authorization of variations from the Contract Documents bid amounts will be made by Client. Kimley-Horn will review and approve or take other appropriate action with respect to Shop Drawings, Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. A representative from Kimley-Horn will visit the Project site to observe the quality and quantity of work and endeavor to guard against defects or deficiencies in the work of contractors, manufacturers and vendors. This task assumes five (5) site visits; four (4) during construction and once (1) upon completion of work. Site visits will be to observe the Work in place, to become familiar with progress and quality and to determine if the Work is in keeping with the intent of the Site Contract Documents.

For the services set forth above, Client shall pay Consultant the following compensation:

Task Description	Lump Sum	Lump Sum (Optional)	Hourly
Task 1 – Final Parcel Map	\$ 11,500		
Task 2 – Monumentation	\$ 5,000		
Task 3 – Legal Description (Optional)		\$ 2,000	
Task 4 – Easement Exhibit (Optional)		\$ 1,000	
Construction Services			
Task 5 – On-Site Construction Documents	\$ 20,300		
Task 6 – Off-Site Construction Documents	\$ 13,500		
Task 7 – Storm Water Pollution Prevention Plan	\$ 8,000		
Task 8 – Permitting Assistance & Coordination			\$ 7,000
Task 9 – Construction Support Services			\$ 7,000
Total Estimated Fees	\$58,300	\$3,000	\$ 14,000

LICX1209830

EXHIBIT "A"**PERFORMANCE BOND**

WHEREAS, the City Council of the City of Beaumont, State of California, and _____
EVERGREEN-8th & HIGHLAND SPRINGS, L.L.C. (hereinafter designated as "Principal") have entered into
 Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan,
 dated March 23, 2022, whereby Principal agrees to install and complete certain designated
 public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. _____,
 which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, we, the Principal and LEXON INSURANCE COMPANY,
 as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal
 sum of FIVE THOUSAND AND NO/100S _____ dollars (\$ 5,000.00) lawful money of the
 United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
 successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on March 18, 2022 .

(Seal)

LEXON INSURANCE COMPANY
SURETY

By: *Leigh McCarthy*

Name: Leigh McCarthy

Title: Attorney-In-Fact

Address: 2307 River Road, Suite 200

Louisville, KY 40206

(Seal)

EVERGREEN-8TH & HIGHLAND SPRINGS, L.L.C., an Arizona limited liability company
By: Evergreen Development Company-2019, L.L.C., an Arizona limited liability company
Its: Manager
By: Evergreen Devco, Inc., a California corporation
Its: Manager

PRINCIPAL

By: _____

Name: Doug Leventhal

Title: Chief Operating Officer

By: *[Signature]*

Name: Doug Leventhal

Title: COO

Address: 2390 E Camelback Road, Suite 410

Phoenix, AZ 85016

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ACKNOWLEDGMENT
SURETY

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

State of Kentucky)
County of Jefferson)

On March 18, 2022 before me, Barbara A. Duncan, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

BARBARA A. DUNCAN
Notary Public, State at Large, KY
My comm. expires June 28, 2024
Notary ID #KYNP7318

Signature *Barbara A. Duncan* (Seal)

ACKNOWLEDGMENT

PRINCIPAL

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

State of Arizona
County of Maricopa

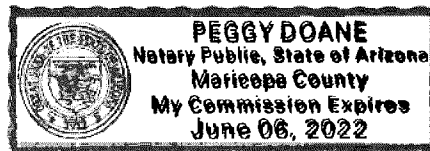
On 3/23/22 before me, Peggy Doane / ofc. Mgr.
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Peggy Doane



(Seal)

LICX1209830

EXHIBIT "B"
PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and EVERGREEN -8th & HIGHLAND SPRINGS, L.L.C. (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated March 23, 2022, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of Five Thousand and No/100s Dollars (\$5,000) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

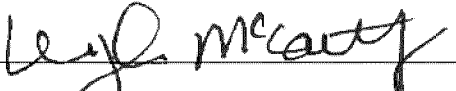
The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration,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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on March 18, 2022 .

(Seal)

LEXON INSURANCE COMPANY
SURETY

By: 

Name: Leigh McCarthy

Title: Attorney-In-Fact

Address: 2307 River Road, Suite 200

Louisville, KY 40206

(Seal)

EVERGREEN-8TH & HIGHLAND SPRINGS, L.L.C., an Arizona limited liability company
By: Evergreen Development Company-2019, L.L.C., an Arizona limited liability company
Its: Manager
By: Evergreen Devco, Inc., a California corporation
Its: Manager
PRINCIPAL

By: _____

Name: Doug Leventhal

Title: Chief Operating Officer

By: 

Name: Doug Leventhal

Title: COO

Address: 2390 E Camelback Road, Suite 410

Phoenix, AZ 85016

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ACKNOWLEDGMENT
SURETY

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

State of Kentucky)
County of Jefferson)

On March 18, 2022 before me, Barbara A. Duncan, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

BARBARA A. DUNCAN
Notary Public, State at Large, KY
My comm. expires June 28, 2024
Notary ID #KYNP7318

Signature *Barbara A. Duncan* (Seal)

ACKNOWLEDGMENT
PRINCIPAL

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State of Arizona
County of Maricopa

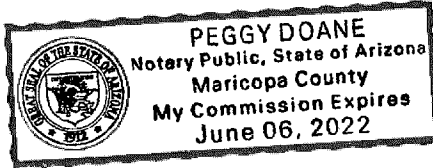
On 3/23/22 before me, Peggy Doane / ofc. Mgr.
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Peggy Doane



(Seal)



11078

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Bowers, Deborah Neichter, Theresa Pickerrell, Sheryon Quinn, Beth Frymire, Leigh McCarthy, Michael Dix, Susan Ritter, Ryan Britt** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars (\$100,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard Appel*
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: *Richard Appel*
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: *Richard Appel*
Richard Appel; SVP & Senior Counsel

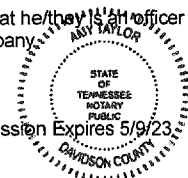
Bond Safeguard Insurance Company
By: *Richard Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT** ; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 15th day of March, 2022

By: *Daniel S. Lorie*
Daniel S. Lorie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@som-po-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

COPY

254
34

NUMBER OF PARCELS: 4
2 NUMBERED PARCELS AND 2 LETTERED LOTS
TOTAL GROSS AREA= 2.08 ACRES

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA PARCEL MAP NO. 37938

BING A SUBDIVISION OF PARCEL 1 OF PARCEL MAP NO. 5570 AS PER MAP FILED IN BOOK 10, PAGE 34, INCLUSIVE OF
PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

KIMLEY-HORN AND ASSOCIATES, INC

JANUARY, 2021

RECORDER'S STATEMENT:

FILED THIS 17th DAY OF MAY 2022 AT 10:52 A.M. IN BOOK 254 OF
PARCEL MAPS, AT PAGES 34-37, AT THE REQUEST OF THE CITY OF BEAUMONT.

NO. 2022-0227819
FEE \$15.00
PETER ALDANA, ASSESSOR - COUNTY CLERK - RECORDER
BY: Tankie Bha DEPUTY

SUBDIVISION GUARANTEE: FIRST AMERICAN TITLE INSURANCE COMPANY

OWNER'S STATEMENT:

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

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES: TO THE CITY OF BEAUMONT, LOT "A" AND LOT "B", FOR STREET AND PUBLIC UTILITY PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: TO BEAUMONT CHERRY VALLEY WATER DISTRICT THE "PUBLIC UTILITY" EASEMENT AS SHOWN HEREON, FOR CONSTRUCTION AND MAINTENANCE OF WATER FACILITIES.

EVERGREEN-8TH & HIGHLAND SPRINGS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

BY: EVERGREEN DEVELOPMENT COMPANY-2019, L.L.C., AN ARIZONA LIABILITY COMPANY
ITS: MANAGER

BY: EVERGREEN DEVCO, INC., A CALIFORNIA CORPORATION
ITS: MANAGER

BY: [Signature]

PRINT NAME: LAURA ORTIZ

ITS: PRESIDENT

DATE: 2-1-2022

BENEFICIARY:

WELLS FARGO BANK, NATIONAL ASSOCIATION, HOLDER OF BENEFICIAL INTERESTS UNDER DEED OF TRUST RECORDED FEBRUARY 18, 2021 AS DOCUMENT NO. 2021-0106421, OFFICIAL RECORDS.

BY: [Signature] DATE: 2-2-2022

Anthony Albal
PRINT NAME / PRINT TITLE

SEE SHEET 2 FOR NOTARY ACKNOWLEDGEMENTS

ABANDONMENT NOTE

PURSUANT TO SECTION 66445 (I) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS PARCEL MAP CONSTITUTES ABANDONMENT OF THAT CERTAIN EASEMENT FOR UTILITIES AND INCIDENTAL PURPOSES, AS RESERVED IN RIVERSIDE COUNTY BOARD OF SUPERVISOR'S RESOLUTION, RECORDED NOVEMBER 13, 1962 AS INSTRUMENT NO. 104649 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

SIGNATURE OMISSIONS:

PURSUANT TO THE PROVISIONS OF SECTION 66436 (a)(3)(A)(i-vii) OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

CITY OF BEAUMONT, HOLDER OF AN EASEMENT FOR ROAD AND INCIDENTAL PURPOSES, RECORDED AUGUST 31, 1970 AS INSTRUMENT NO. 85661 OF OFFICIAL RECORDS.

CITY OF BEAUMONT, HOLDER OF AN EASEMENT FOR PUBLIC ROAD PURPOSES, RECORDED NOVEMBER 6, 1975 AS INSTRUMENT NO. 138162 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA GAS COMPANY, A CALIFORNIA CORPORATION, HOLDER OF AN EASEMENT FOR TRANSPORTATION AND DISTRIBUTION OF NATURAL GAS, COMMUNICATIONS AND INCIDENTAL PURPOSES, RECORDED APRIL 16, 2021 AS INSTRUMENT NO. 2021-238031 OF OFFICIAL RECORDS.

TAX COLLECTOR'S CERTIFICATE:

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ 52,600.00. THIS CERTIFICATION DOES NOT YET EXTEND TO THE ASSESSMENTS NOT YET EXTENDED.

DATE: February 21, 2022
MATTHEW JENNINGS
COUNTY TAX COLLECTOR
BY: [Signature] DEPUTY

TAX BOND STATEMENT:

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 20,000.00 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS. THIS CERTIFICATION DOES NOT YET EXTEND TO THE ASSESSMENTS NOT YET EXTENDED.

DATE: February 24, 2022
CASH OR (X) BOND
MATTHEW JENNINGS
COUNTY TAX COLLECTOR
BY: [Signature] DEPUTY

BEAUMONT CHERRY VALLEY WATER DISTRICT CERTIFICATE OF ACCEPTANCE:

THIS IS TO CERTIFY THAT THE INTEREST OF THE WATER FACILITIES EASEMENTS FOR CONSTRUCTION AND MAINTENANCE OF WATER FACILITIES CONVEYED WITH THE OWNERS STATEMENT HEREON, FROM OWNER, EVERGREEN-8TH & HIGHLAND SPRINGS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, TO BEAUMONT CHERRY VALLEY WATER DISTRICT, A POLITICAL CORPORATION OR GOVERNMENTAL AGENCY, IS HEREBY ACCEPTED AND CONSENTS TO ITS RECORDATION.

DATE: February 9, 2022
BY: [Signature]
BEAUMONT CHERRY VALLEY WATER DISTRICT
ITS: General Manager

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF EVERGREEN DEVCO IN DECEMBER, 2020. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

[Signature] 1/27/2022
MICHAEL J. KNAPTON, L.S. 8012-EXP. 12-31-22 DATE



CITY ENGINEER'S STATEMENT:

I, JEFF HART, HEREBY STATE THAT I HAVE EXAMINED PARCEL MAP NO. 37938, CONSISTING OF 4 SHEETS, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF. ALL APPLICABLE PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY OF BEAUMONT ORDINANCE 547 HAVE BEEN COMPLIED WITH. TENTATIVE MAP NO. 37938 APPROVED ON OCTOBER 6, 2020 AND EXPIRES ON OCTOBER 6, 2022. DATED: Feb 21, 2022

[Signature]
JEFF HART, CITY ENGINEER
R.C.E. 70910

I HEREBY STATE THAT I HAVE EXAMINED PARCEL MAP NO. 37938, CONSISTING OF 4 SHEETS, AND I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

DATED: March 21, 2022

[Signature]
JAY S. FAHRION, PROFESSIONAL LAND SURVEYOR
P.L.S. 8207



BEAUMONT CITY COUNCIL CERTIFICATE:

I HEREBY CERTIFY THAT THIS MAP WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF BEAUMONT ON MAY 2, 2022 AND THAT THEREUPON SAID COUNCIL DID, BY ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP.

THE DEDICATION IN FEE FOR PUBLIC PURPOSES, LOT "A" AND LOT "B" AS SHOWN HEREON FOR STREET AND PUBLIC UTILITY PURPOSES IS ACCEPTED ON BEHALF OF THE PUBLIC, AND PURSUANT TO SECTION 66445(I) OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF THIS PARCEL MAP CONSTITUTES ABANDONMENT OF THE EASEMENTS AS NOTED HEREON.

DATE: 4/20/2022
BY: [Signature]
CITY CLERK, CITY OF BEAUMONT
RIVERSIDE COUNTY, CALIFORNIA
Steven Mehlman

COPY 354/35

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA PARCEL MAP NO. 37938

BEING A SUBDIVISION OF PARCEL 1 OF PARCEL MAP NO. 5570 AS PER MAP FILED IN BOOK 10, PAGE 34, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

KIMLEY-HORN AND ASSOCIATES, INC JANUARY, 2021

NOTARY ACKNOWLEDGMENT:

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

STATE OF ARIZONA
COUNTY OF MARICOPA)
ON 2-1-2022 BEFORE ME, PEGGY DOANE, NOTARY PUBLIC
PERSONALLY APPEARED LAVRA ORTIZ

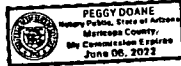
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S),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

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

WITNESS MY HAND.

SIGNATURE Peggy Doane
Peggy Doane
(NAME PRINTED)

MY PRINCIPAL PLACE OF BUSINESS IS IN Maricopa COUNTY
MY COMMISSION EXPIRES 6/6/2022
MY COMMISSION NUMBER 546452



NOTARY ACKNOWLEDGMENT:

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

STATE OF Arizona
COUNTY OF Maricopa)
ON 2/2/22 BEFORE ME, Peggy Doane, NOTARY PUBLIC
PERSONALLY APPEARED Anthony Allred

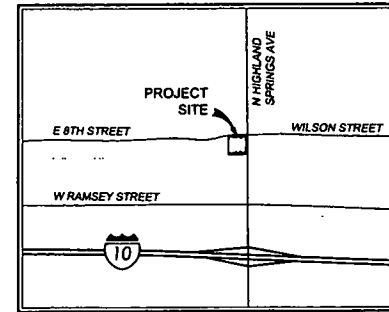
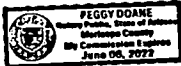
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S),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

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

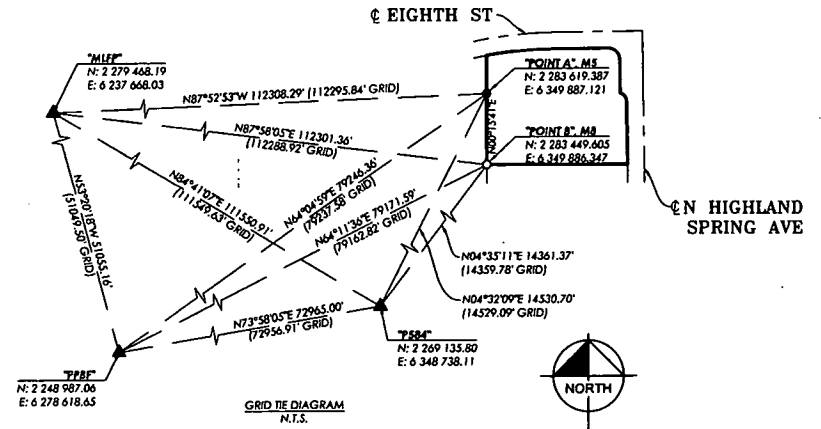
WITNESS MY HAND.

SIGNATURE Peggy Doane
Peggy Doane
(NAME PRINTED)

MY PRINCIPAL PLACE OF BUSINESS IS IN Maricopa COUNTY
MY COMMISSION EXPIRES 6/6/22
MY COMMISSION NUMBER 546452



VICINITY MAP
N.T.S.



BASIS OF BEARING:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM CC83, ZONE 6 EPOCH 2010.00, BASED LOCALLY ON NGS CORS CONTROL STATIONS "PS84", "PPBF" AND "MLFP" AS SHOWN HEREON. ALL BEARINGS SHOWN ON THIS MAP ARE GRID. ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A COMBINATION FACTOR OF 0.99989195. CALCULATIONS ARE MADE AT "POINT A" WITH COORDINATES OF N: 2 283 619.387, E: 6 349 887.121, USING AN ELEVATION OF 2600.47' NGVD29.

COPY 254/36

SHEET 3 OF 4 SHEETS

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA PARCEL MAP NO. 37938

BEING A SUBDIVISION OF PARCEL 1 OF PARCEL MAP NO. 5570 AS PER MAP FILED IN BOOK 10, PAGE 34, INCLUSIVE OF
PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

KIMLEY-HORN AND ASSOCIATES, INC
BOUNDARY ESTABLISHMENT

JANUARY, 2021

LINE DATA TABLE				
	BEARING (M)	LENGTH (M)	BEARING (R)	LENGTH (R)
L1	N00°15'41"E	40.63'		
L2	N89°45'08"W	40.00'		
L3	N89°44'52"W	40.00'	(S89°51'45"W)	(39.98)
L4	N89°33'18"E	120.22'	(S89°10'30"W)	(120.08)
L5	N75°50'41"E	120.22'	(S75°28'50"W)	(120.08)
L6	N00°16'22"W	39.47'	(N00°43'39"W)	(39.40)
L7	N00°29'14"W	39.99'	(N00°50'43"W)	(40.07)

SEE SHEET 4 FOR SET MONUMENT NOTES

REFERENCES:

- R1 PM NO. 5570, PMB 10/34
- R2 MB 19/41
- R3 RS 127/100
- R4 PM NO. 35789, PMB 242/56
- R5 CR11-1065
- R6 CR11-1066

LEGEND:

- INDICATES MONUMENT FOUND AS NOTED
- OR CL CENTER LINE
- (1) INDICATES RECORD DATA PER R1 UNLESS NOTED OTHERWISE
- PP PLASTIC PLUG
- SFN SEARCHED FOUND NOTHING
- BC BEGINNING OF CURVE
- IP IRON PIPE
- N.T.S. NOT TO SCALE
- AC ACRE
- SQ. FT. SQUARE FOOT
- ① ESTABLISHED BY INTERSECTION
- (CFR) CALCULATED FROM RECORD
- (R) INDICATES RADIAL BEARING

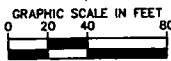
MONUMENT AND ESTABLISHMENT NOTES:

- M1 FD 3/4" IP ILLEGIBLE, FLUSH IN DIRT IN LIEU OF 1" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 2831", ACCEPTED AS BC OF CURVE ON THE SLY LINE OF 8TH STREET, AS SHOWN BY R1.
- M2 FD 3/4" IP ILLEGIBLE AND BENT ELY, DOWN 0.1" IN DIRT, NOT ACCEPTED, POINT LIES 3.15" 26.42"W, 0.31" FROM ANGLE POINT IN WLY LINE OF NORTH HIGHLAND SPRINGS AVE.
- M3 SFN, ESTABLISHED BY INTERSECTION, NOTHING SET.
- M4 FD 1" IP, OPEN, FLUSH IN DIRT, ACCEPTED AS BC OF CURVE, AS SHOWN BY R1. SET TAG MARKED "LS 8012" IN CENTER OF PIPE IN CONCRETE PLUG.
- M5 FD 3/4" IP WITH DISK STAMPED "LS 2722", DOWN 0.1" IN DIRT PER R1, ACCEPTED AS THE NORTHEAST CORNER OF LOT 20, AS SHOWN BY R2.
- M6 FD 1-1/2" COPPERWELD MONUMENT STAMPED "LS 8508", FLUSH IN ASPHALT, FOR THE POINT OF INTERSECTION OF 8TH STREET, PER R5 AND R6.
- M7 SFN, ESTABLISHED AT 40' OFFSET TO FOUND MONUMENTS IN 8TH STREET PER R1, NOTHING SET.
- M8 SFN, ESTABLISHED BY PROPORTION BETWEEN M5 AND M15 PER R1.
- M9 SFN, ESTABLISHED BY PROPORTION BETWEEN SE COR. PARCEL 2 OF R1 AND M10, PER R1, NOTHING SET.
- M10 SFN, ESTABLISHED AT RECORD DISTANCE (59.25' PER R1) FROM M11, NOTHING SET.
- M11 SFN, ESTABLISHED BY HOLDING RECORD DISTANCES AT THE RIGHT OF WAY FROM R1 TOGETHER WITH HOLDING RECORD DISTANCE (109.62' PER R1) FROM M12.
- M12 FD 1-1/2" COPPERWELD MONUMENT STAMPED "CL 26+40.12 SEC COR 2-1-11-12", DOWN 6" IN AC, PER R.S. 58/89 AND R5.
- M13 SFN, ESTABLISHED TANGENT TO WLY LINE OF NORTH HIGHLAND SPRINGS AVE, AS SHOWN BY R1.
- M14 FD 1" IP WITH DISK STAMPED "LS 2722", FLUSH IN DIRT, AS SHOWN ON R1, ACCEPTED AS POINT ON THE SOUTH LINE OF LOT 17 OF R2.
- M15 ESTABLISHED BY PROPORTION BETWEEN M14 AND NE COR. LOT 25 OF R2, PER R1, SFN, NOTHING SET.
- M16 FD 1" IP WITH DISK STAMPED "LS 2722", FLUSH IN DIRT, NO REFERENCE, ACCEPTED AS INTERSECTION OF THE NLY PROLONGATION OF THE WLY LINE OF LOT 19 AND THE R/W OF 8TH STREET.
- M17 FD 1" IP WITH DISK STAMPED "LS 4311", DOWN 0.7" IN AC, ACCEPTED AS CL INTERSECTION OF SIXTH STREET AND N. HIGHLAND SPRINGS AVENUE, PER R3.
- M18 ESTABLISHED BY PROPORTION BETWEEN M11 AND M17, PER R1, NOTHING SET.

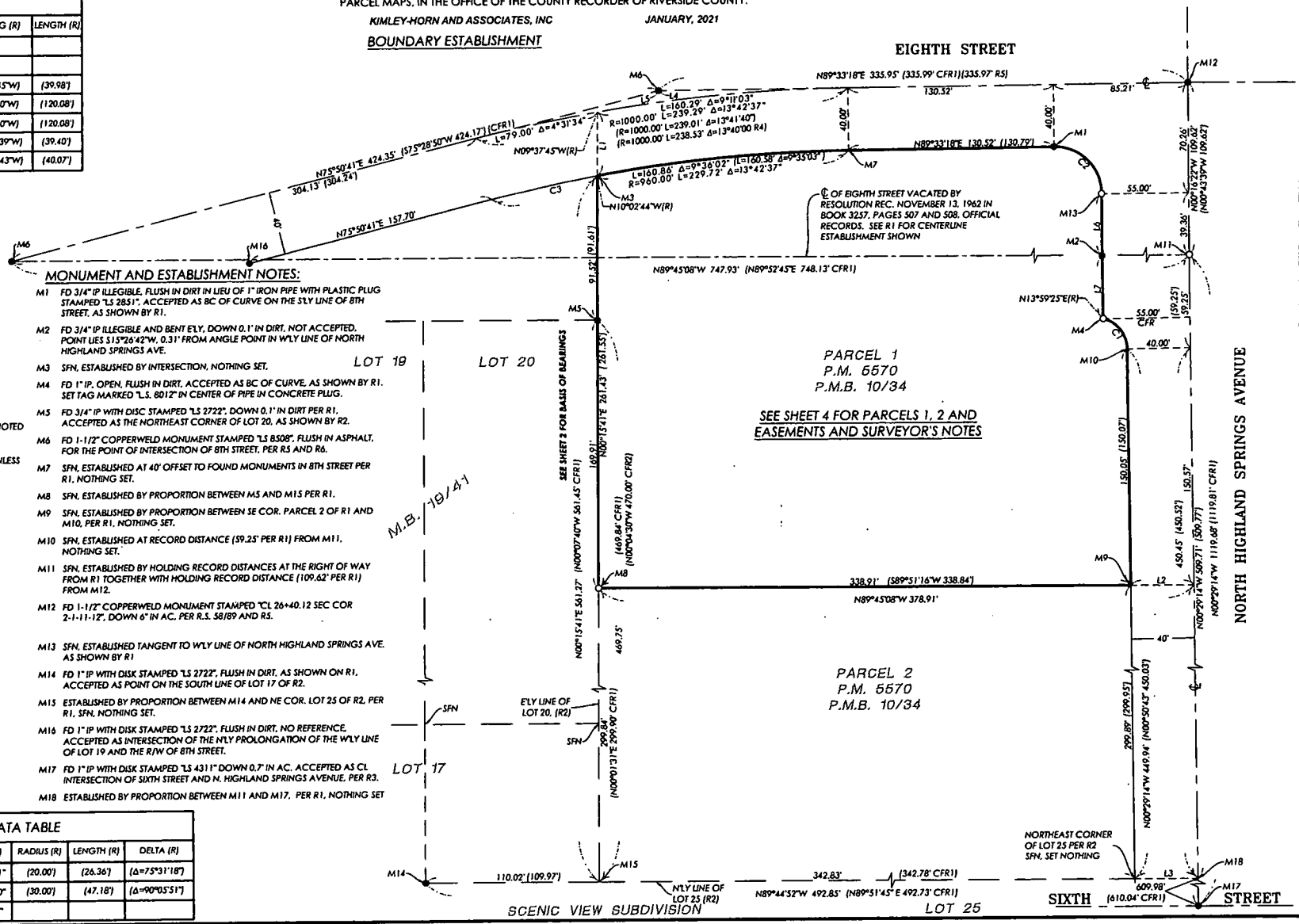
M.B. 19/41

SEE SHEET 2 FOR BASIS OF BEARINGS

SEE SHEET 4 FOR PARCELS 1, 2 AND EASEMENTS AND SURVEYOR'S NOTES



CURVE DATA TABLE						
	RADIUS (M)	LENGTH (M)	DELTA (M)	RADIUS (R)	LENGTH (R)	DELTA (R)
C1	20.00'	26.36'	Δ=75°31'21"	(20.00)	(26.36)	(Δ=75°31'18")
C2	30.00'	47.21'	Δ=90°10'20"	(30.00)	(47.18)	(Δ=90°05'51")
C3	960.00'	68.86'	Δ=4°06'35"			



COPY 254/37

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA PARCEL MAP NO. 37938

BEING A SUBDIVISION OF PARCEL 1 OF PARCEL MAP NO. 5570 AS PER MAP FILED IN BOOK 10, PAGE 34, INCLUSIVE OF
PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

KIMLEY-HORN AND ASSOCIATES, INC

JANUARY, 2021

SEE SHEET 2 FOR BASIS OF BEARINGS
SEE SHEET 3 FOR BOUNDARY, MONUMENT AND ESTABLISHMENT NOTES

SURVEYOR'S NOTES:

- INDICATES MONUMENT FOUND AS NOTED
- INDICATES SET MONUMENT WITH TAG MARKED 'LS 8012'.
- PARCEL CORNERS WHICH OCCUR AT CONCRETE OR WALL SET A LEAD AND TAG FLUSH IN CONCRETE OR FLUSH IN TOP OF WALL.
- PARCEL CORNERS WHICH OCCUR AT DIRT OR ASPHALT, SET A 1"x18" IRON PIPE WITH TAG FLUSH.

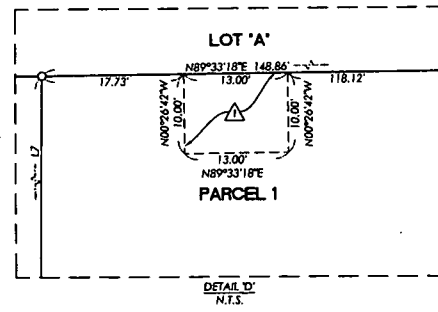
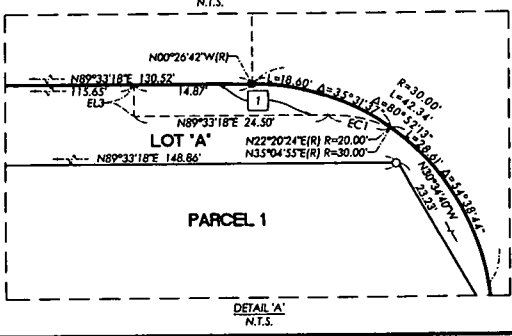
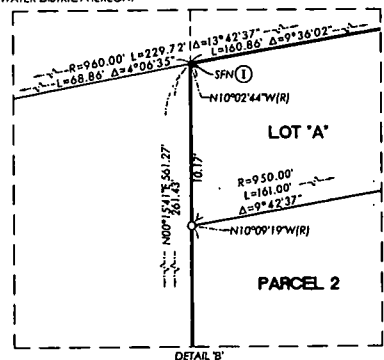
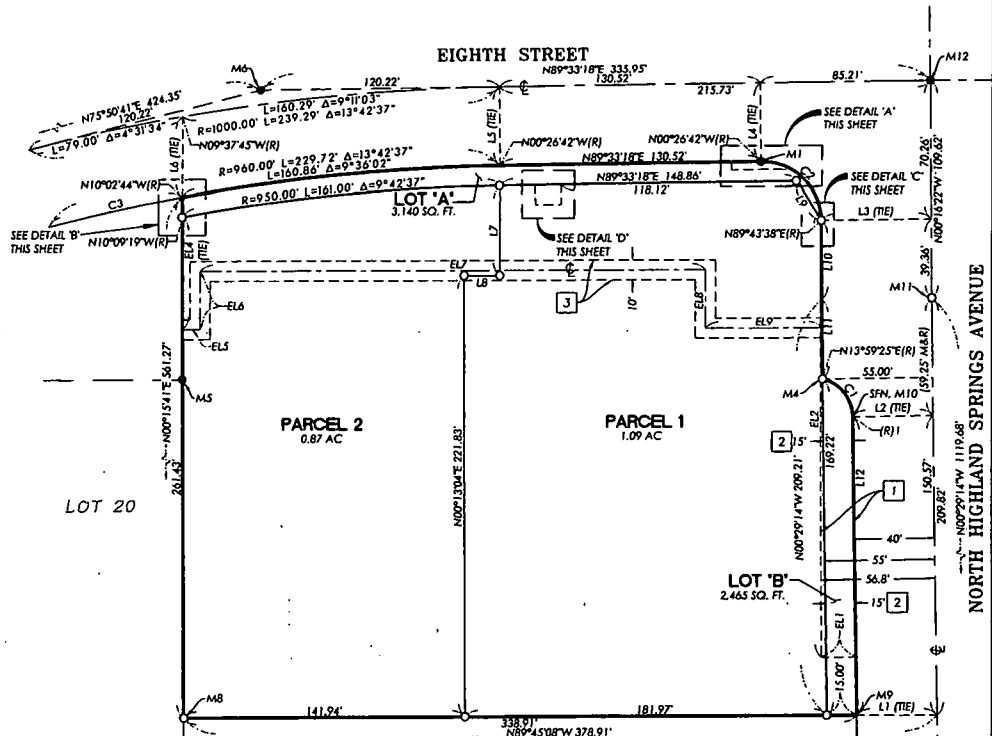
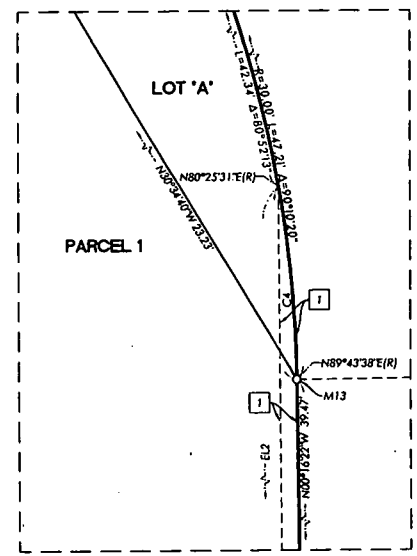
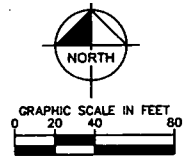
ALL MONUMENTS SHOWN AS 'SET' ARE SET PER RIVERSIDE COUNTY ORDINANCE 461.10, AND IN ACCORDANCE FOR THIS WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THIS MAP.

EXISTING EASEMENTS

- 1 AN EASEMENT FOR ROAD AND INCIDENTAL PURPOSES, GRANTED TO THE CITY OF BEAUMONT, RECORDED AUGUST 31, 1970 AS INSTRUMENT NO. 85601 OF OFFICIAL RECORDS.
- 2 AN EASEMENT FOR PUBLIC ROADS PURPOSES, GRANTED TO THE CITY OF BEAUMONT, RECORDED NOVEMBER 6, 1975 AS INSTRUMENT NO. 138162 OF OFFICIAL RECORDS.
- 3 AN EASEMENT FOR PUBLIC UTILITY PURPOSES, GRANTED TO SOUTHERN CALIFORNIA GAS COMPANY, A CALIFORNIA CORPORATION, RECORDED APRIL 14, 2021 AS INSTRUMENT NO. 2021-238031 OF OFFICIAL RECORDS.

PROPOSED EASEMENTS

- ▲ AN EASEMENT FOR PUBLIC UTILITY DEDICATED TO BEAUMONT CHERRY VALLEY WATER DISTRICT HEREON.



CURVE DATA TABLE			
-	RADIUS	LENGTH	DELTA
C1	20.00'	26.36'	Δ=75°31'21"
C2	30.00'	47.21'	Δ=90°10'20"
C3	960.00'	68.86'	Δ=4°06'35"

RADIAL DATA TABLE	
-	BEARING
(R)1	N89°30'46"E

CURVE DATA TABLE			
-	RADIUS	LENGTH	DELTA
FC1	20.00'	8.02'	Δ=22°57'43"

LINE DATA TABLE		
-	BEARING	LENGTH
L1 (ME)	N89°45'08"W	40.00'
L2 (ME)	N89°30'46"E	40.00'
L3 (ME)	N89°43'38"E	55.00'
L4 (ME)	N00°26'42"W	40.00'
L5 (ME)	N00°26'42"W	40.00'
L6 (ME)	N00°15'41"E	40.63'

LINE DATA TABLE		
-	BEARING	LENGTH
L7	N00°29'12"E	44.97'
L8	N89°46'56"W	18.11'
L9	N30°34'40"W	23.23'
L10	N00°16'22"W	39.47'
L11	N00°29'14"W	39.99'
L12	N00°29'14"W	150.05'

LINE DATA TABLE		
-	BEARING	LENGTH
EL1	N89°56'09"W	17.39'
EL2	N00°03'55"E	224.39'
EL3	N00°26'42"W	4.00'
EL4	N00°15'41"E	56.07'
EL5	S89°45'23"E	8.86'
EL6	N00°23'21"E	29.15'
EL7	S89°45'23"E	253.84'
EL8	S00°14'37"W	29.28'
EL9	S89°45'23"E	58.59'

Recording Requested by and

When Recorded Mail to:

City of Beaumont

550 East 6th Street

Beaumont, CA 92223

Attn:

This document was electronically submitted to the County of Riverside for recording
Received by: KAREN #277

CERTIFICATE OF CORRECTION

I, Jeffrey J. Lenherr, certify that I am a Licensed Land Surveyor of the State of California, that Parcel Map No. 37938 was prepared by Michael J. Knapton, P.L.S. No. 8012 and is filed in Book 254, Pages 34 through 37 of Parcel Maps, Records of Riverside County, California and that the following corrections to said map are by me in accordance with Chapter 4, Article 7, Section 66469 through Section 66472 of the Subdivision Map Act.

DESCRIPTION OF CHANGES MADE

The correction to be made appears on Sheet 4 of 4 sheets and should be modified as follows:

The following data shown on said Parcel Map is incorrect as follows:

- 1. Surveyor's Note reads "indicates set monument with tag marked 'LS 8012'";

And is corrected as follows:

- 1. Surveyor's Note should read "indicates set monument with tag marked 'LS 9305'";

There are no fee property owners affected by this correction.

Jeffrey J. Lenherr

05/16/23

Jeffrey J. Lenherr

DATE

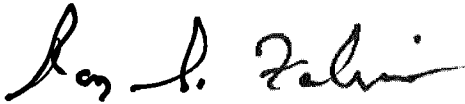
P.L.S. 9305

EXPIRATION: 09/30/2024



CITY CERTIFICATE

This Certificate of Correction has been examined by the undersigned and disclosed that the changes are authorized by and comply with Government Code Section 66469 of the Subdivision Map Act.



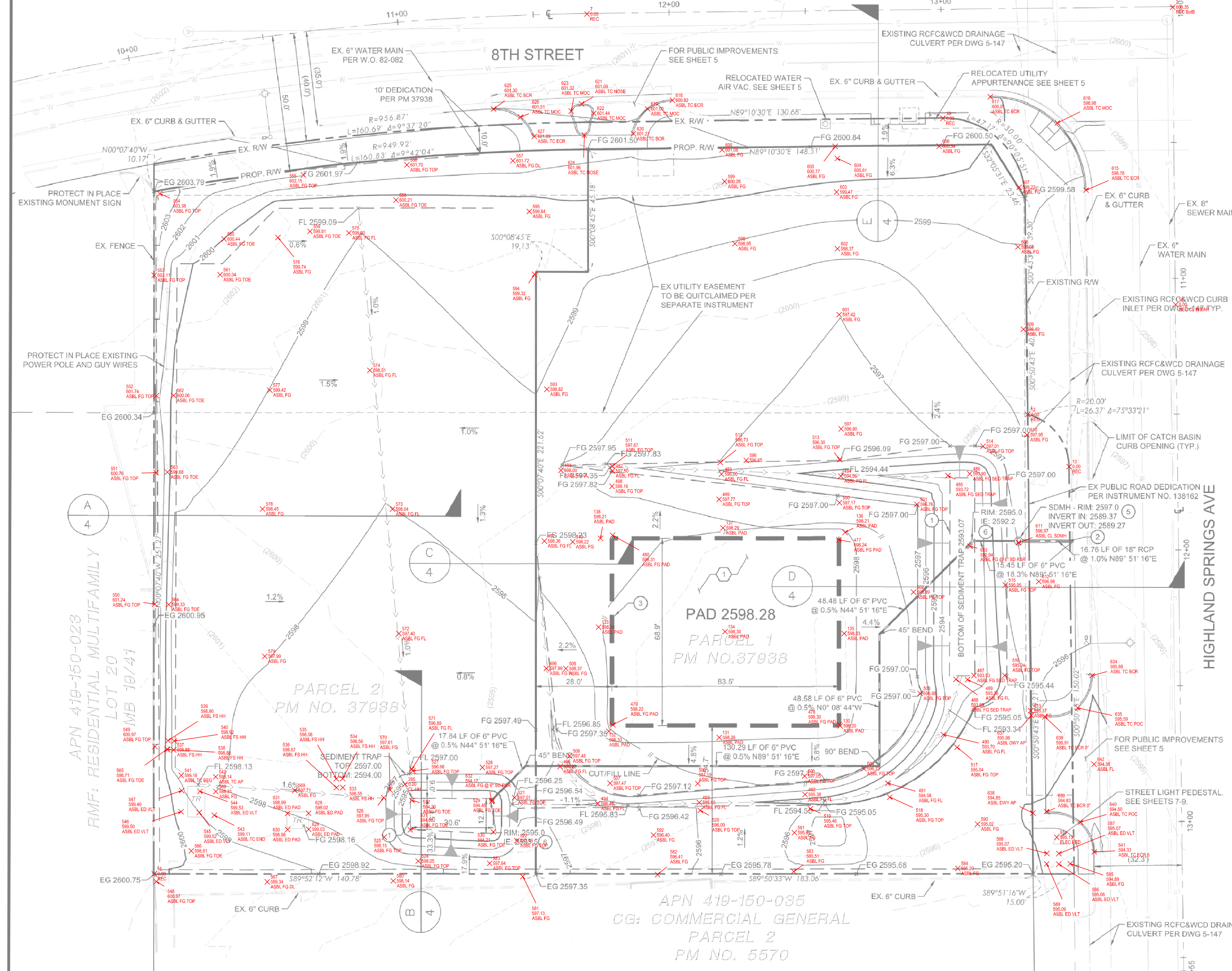
NAME Jay S. Fahrion

DATE June 9, 2023

P.L.S. No. 8207

CITY SURVEYOR
CITY OF BEAUMONT
EXPIRATION:

SITE PREPARATION SHOULD BE IN ACCORDANCE WITH GEOTECHNICAL INVESTIGATION



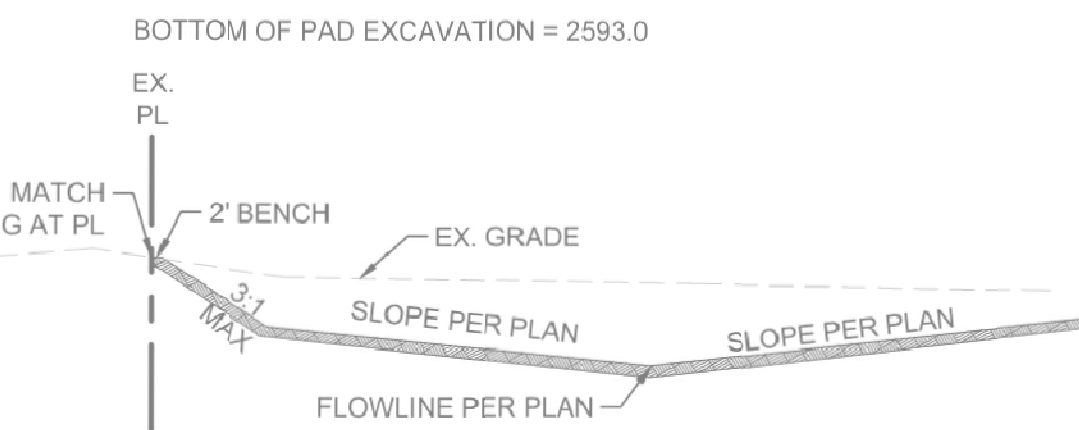
GRADING NOTES

- CONSTRUCT SEDIMENT TRAP PER CASQA DETAIL SE-3
- CONNECT 18" RCP TO CATCH BASIN. SEE DETAIL 1 HEREON.
- BUILDING PAD IN ACCORDANCE WITH GEOTECHNICAL REPORT NO. 3-220-0008 BY SALEM ENGINEERING GROUP, DATED JANUARY 31, 2020.
- CONSTRUCT STORM DRAIN CONNECTION PER RCFC&WCD STD. DWG. NO. JS228 - JUNCTION STRUCTURE NO. 3
- JENSEN PRECAST 36-INCH INNER DIAMETER STORM DRAIN MANHOLE.
- 6" PVC OVERFLOW RISER. RIM PER PLAN. CONTRACTOR TO INSTALL NDS ATRIUM DRAIN PART NO. 80 AT RIM ELEVATION
- INSTALL 18" RCP 1350-D, CLASS III, WITH BELL AND SPIGOT WATER TIGHT CONNECTIONS. TRENCHING AND BEDDING PER RCFC & WCD STD DWG M815 PER 'RCP PAY LINE NORMAL CONDITION'
- INSTALL RED VALVE TIDE FLEX 'CHECKMATE' INLINE CHECK VALVE. 10" INSIDE DIAMETER WITH UPSTREAM CLAMP

OVEREXCAVATION NOTES

REFERENCE GEOTECHNICAL REPORT NO. 3-220-0008 BY SALEM ENGINEERING GROUP, DATED JANUARY 31, 2020 FOR FURTHER OVEREXCAVATION AND RECOMPACTION INSTRUCTIONS.

- OVEREXCAVATE AND RECOMPACT 4 FEET BELOW EXISTING GRADE OR 2 FEET BELOW PROPOSED FOOTING BOTTOM, WHICHEVER IS GREATER. LIMITS OF OVEREXCAVATION AND RECOMPACTION SHALL EXTEND 5 FEET LATERALLY BEYOND LIMITS OF OUTER EDGES OF PROPOSED FOOTINGS.



LEGEND

- EXISTING PROPERTY LINE / R/W
- PROPOSED PROPERTY LINE / R/W
- CENTERLINE
- PROPOSED STORM DRAIN
- EXISTING CONTOUR
- PROPOSED CONTOUR
- GRADE BREAK
- CUT/FILL (DAYLIGHT) LINE
- PROPOSED SPOT ELEVATION
- EXISTING SPOT ELEVATION
- PROPOSED SLOPE
- EXISTING SLOPE

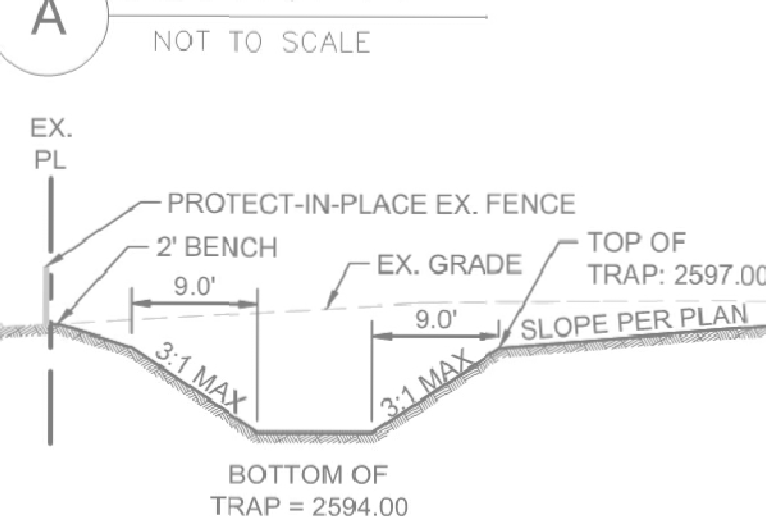
CBC NOTES

- "THE TOP OF ANY EXTERIOR FOUNDATION SHALL EXTEND ABOVE THE ELEVATION OF STREET GUTTER AT POINT OF DISCHARGE OR THE INLET OF AN APPROVED DRAINAGE DEVICE A MINIMUM OF 12" PLUS 2%." [CBC 1808.7.4]
- "THE GROUND IMMEDIATELY ADJACENT TO THE FOUNDATIONS SHALL BE SLOPED AWAY FROM THE BUILDING AT A SLOPE OF NOT LESS THAN ONE UNIT VERTICAL IN 20 UNITS HORIZONTAL (5% SLOPE) FOR A MINIMUM DISTANCE OF 10' MEASURED PERPENDICULAR TO THE FACE OF THE WALL. IF PHYSICAL OBSTRUCTIONS OR LOT LINES PROHIBIT 10' OF HORIZONTAL DISTANCE, A 5% SLOPE SHALL BE PROVIDED TO AN APPROVED ALTERNATIVE METHOD OF DIVERTING WATER AWAY FROM THE FOUNDATION. SWALES USED FOR THIS PURPOSE SHALL BE SLOPED A MINIMUM OF 2% WHERE LOCATED WITHIN 10' OF THE BUILDING FOUNDATION. IMPERVIOUS SURFACES WITHIN 10' OF THE BUILDING FOUNDATION SHALL BE SLOPED A MINIMUM OF 2% AWAY FROM THE BUILDING." [CBC 1804.4]

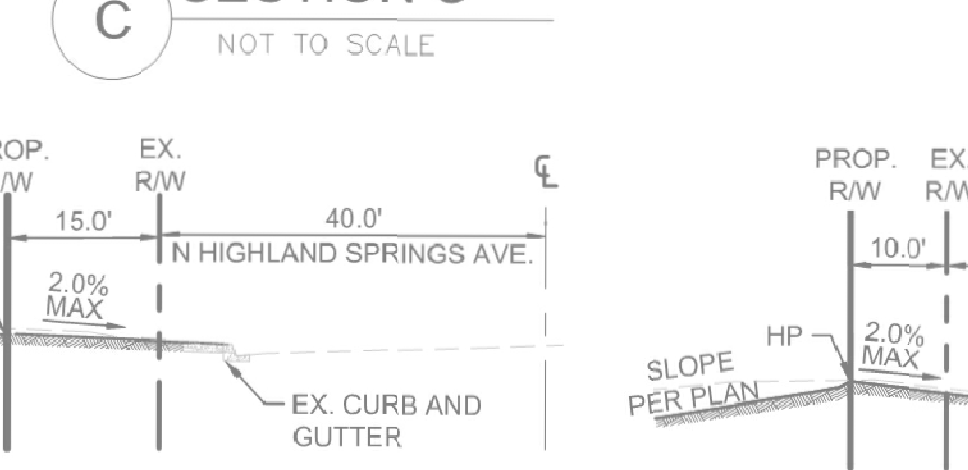
ENGINEERING NOTES

- UTILITIES ARE SHOWN FOR COORDINATION PURPOSE ONLY. REFER TO FRANCHISE UTILITY APPROVALS FOR DETAILS REGARDING ELECTRICAL, CATV, AND NATURAL GAS.

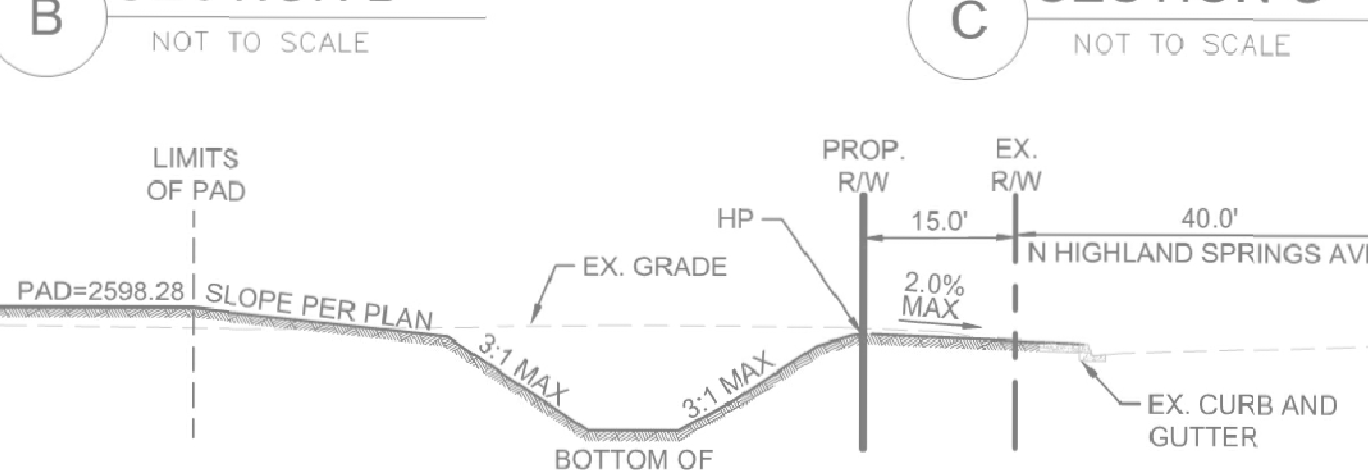
SECTION A



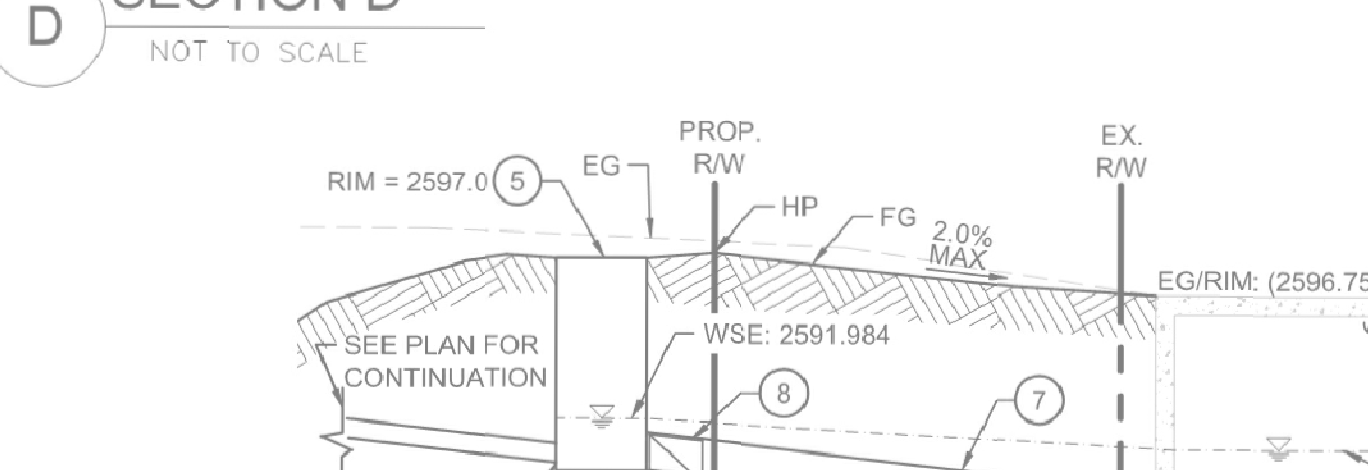
SECTION C



SECTION B



SECTION D



SECTION E



SEDIMENT TRAP SIZING CALCULATION

AREA (SF)	SETTLING ZONE / SEDIMENT STORAGE VOLUME REQUIRED		VOLUME REQUIRED (CF)	VOLUME PROVIDED (CF)	PONDING DEPTH (FT)	INFILTRATION RATE (IN/HR)	DRAW DOWN TIME (HR)
	CASQA SE-3 SETTLING VOLUME (CY/AC)	CASQA SE-3 STORAGE VOLUME (CY/AC)					
PARCEL 1	47,342	67	2934	3103	1.93	0.39	59
PARCEL 2	36,701	67	2275	2532	2.25	0.39	69

8TH & HIGHLAND SPRINGS AS-BUILT SITE DATE PREPARED: 5/20/22

PREPARED BY:
J. T. ENGINEERING
3504 BROKEN FEATHER DR.
NORCO, CA 92860
909-518-3449

DETAIL 1



WDID#: 8 33C393742 PW2020-0609



BENCHMARK: NO. 07.A.82	DESIGN BY:
LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF OAK VALLEY PARKWAY AND PENNSYLVANIA AVENUE, 59.0 FEET SOUTHERLY AND 22.0 FEET EASTERLY OF THE CENTERLINE INTERSECTION. 1-3/8" BRASS CAP MONUMENT MARKED "CITY B.M. 7".	DRAWN BY:
ELEV. 2678.277 U.S. SURVEY FEET (1982)	CHECKED BY:
	SCALE:
	AS SHOWN
	DATE:
	JOB NUMBER:
REVISIONS	APPR. DATE
BY MARK	DATE
DESCRIPTION	CITY

Kimley Horn
401 B STREET, SUITE 600,
SAN DIEGO, CA 92101
PHONE: 619-234-9411
WWW.KIMLEY-HORN.COM

BRYAN NORD
R.C.E.
05-12-2021
DATE

REVIEWED BY:	STAFF ENGINEER	DATE:
RECOMMENDED BY:	PRINCIPAL ENGINEER	DATE:
APPROVED BY:	CITY ENGINEER	DATE:

CITY OF BEAUMONT, CALIFORNIA
ROUGH GRADING PLANS FOR:
TPM NO. 37938, CUP 2020-046 & 047
ROUGH GRADING PLAN

SHEET
4
OF 9 SHEETS
FILE NO:
3371A



September 28, 2023

City of Beaumont Public Works Department
Attn: Robert Vestal
550 E. 6th Street
Beaumont, CA 92223

RE: Monument Inspection of Parcel Map No. 37938

Robert:

On behalf of the land surveyor of record for the Parcel Map as referenced, this letter is to confirm that the subdivision monumentation has been set in the positions shown on said Parcel Map. We request that you commence your field inspection at this time in an effort to complete the as-built drawings.

Payment for the setting of these monuments have been received, in accordance with Section 66497 of the Subdivision Map Act.

Should you have any comments or questions, please contact me at (619) 728-4726.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Attachments: Parcel Map No. 37938
Instrument No. 2023-0207236





Staff Report

TO: City Council
FROM: Christina Taylor, Deputy City Manager
DATE: October 17, 2023
SUBJECT: Consideration of a Resolution Waiving the Major Special Event Application Deposit for the Sundance Community Association Halloween Event

Description Strategic Plan Target #5 – Quality of Life/Well-Being, Priority Level 2, Goal #5 *Increase community events, arts and culture.*

Background and Analysis:

On October 6, 2023, First Service Residential, the Sundance Community Association, submitted a request for consideration of waiving the special event application deposit for their annual Halloween event, to be held at Mountain View Park on October 29, 2023, from 4pm – 7pm.

The annual Halloween event is an annual event which is free for the residents in the Sundance Community, but not open to the general public. Approximately 1,000 residents attend the event which includes a trunk-or-treat, haunted house, maze, funhouse and other activities for the residents to enjoy.

In March 2023, City Council adopted Resolution No. 2023-03, which established user fees for certain specified services. The new fee schedule went into effect on July 1st and included the category of *Special Event – Major*, which has a deposit-based fee of \$5,000 to be applied to fully allocated hourly rates of staff and any outside costs.

This event occurs annually and did not require any road closures or other staff assistance. Review and processing of this application was approximately \$750.00 in staff time.

Fiscal Impact:

The cost to prepare this staff report is approximately \$100. The total fiscal impact is anticipated to be approximately \$850.

Recommended Action:

Waive the full reading and adopt by title only “A Resolution of the City Council of the City of Beaumont California Authorizing the Waiver of the Major Special Event Permit Application deposit for the Sundance Community Association Halloween Event.”

Attachments:

- A. Resolution
- B. Special event Application
- C. Fee Waiver Request

RESOLUTION NO. 2023-

**A RESOLUTION OF THE CITY OF BEAUMONT
AUTHORIZING THE WAIVER OF THE MAJOR SPECIAL EVENT
PERMIT APPLICATION DEPOSIT
FOR THE ANNUAL SUNDANCE COMMUNITY ASSOCIATION
HALLOWEEN EVENT**

WHEREAS, Sundance Community Association hosts an annual Halloween community event each year in October at Mountain View Park; and

WHEREAS, Sundance Community Association collaborates with the City of Beaumont in helping to improve the quality of life for its residents by hosting many community events throughout the year; and

WHEREAS, Sundance Community Association wishes to continue the path of cooperation and alliance with the City of Beaumont and has requested a fee waiver for the major special event permit application deposit; and

WHEREAS, the City Council desires to waive the major special event permit application deposit for the Sundance Community Association as it serves a public interest.

NOW, THEREFORE, BE IT RESOLVED, that the City of Beaumont does authorize a fee waiver of the major special event permit application deposit for the Sundance Community Association annual Halloween event to be held October 29, 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 17th day of October, 2023.

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____
Julio Martinez III, Mayor, City of Beaumont

ATTEST:

Nicole Wheelwright
DEPUTY CITY CLERK

By: _____



CITY OF BEAUMONT
 550 E. 6th Street
 Phone (951) 769-8520
 BeaumontCa.gov

SPECIAL EVENT PERMIT APPLICATION - CITY OF BEAUMONT

APPLICANT (Organization Conducting Event)
 ORGANIZATION: Sundance Community Association
 ADDRESS: 11860 Pierce St #100 CITY/STATE: RIVERSIDE ZIP: 92505
 TEL: (951) 750-8489 FAX: () N/A EMAIL: Joy.Marino@associa.us

YES NO Is this a non-profit organization? If yes, provide tax identification number
 Can members of the general public join this organization?

EVENT CONTACTS
 PRIMARY'S NAME: Joy Marino EMAIL: Joy.Marino@associa.us
 ADDRESS: 11860 Pierce St #100 CITY/STATE: RIVERSIDE ZIP: 92505
 DAY TEL: 951 750 8489 ALTERNATE TEL: () same FAX: N/A
 ALTERNATE CONTACT: Julie Russo EMAIL: Julie.Russo@associa.us
 ADDRESS: 11860 Pierce St #100 CITY/STATE: RIVERSIDE ZIP: 92505
 DAY TEL: 951 833 338 ALTERNATE TEL: () FAX: _____

FOR THE OFFICE OF CULTURAL AFFAIRS COORDINATED EVENTS ONLY:
 Website: _____
 Public Information Contact Name: _____ Public Information Contact Phone#: ()

GENERAL EVENT INFORMATION
 EVENT NAME: HALLOWEEN EVENT
 TYPE: (Parade, Festival, Run, Ceremony, ect.): _____
 LOCATION: Check and complete all applicable lines
 On the Downtown Parade Route (STREET)
 In the Downtown Festival Site (STREET)
 In a City park.....Name of Park(s): MANTUAN VIEW PARK
 On a Paseo or Plaza.....Name of Paseo or Plaza(s): _____
 On a City street.....Name of street(s): _____
 On private property.....Event location address: _____
 Assessor's parcel number(s) of event location: _____

BEGIN SETUP: Date: 10/29/23 Time of Day: 3 am am pm Indicate when you will take possession of the event site to begin event setup

ACTUAL EVENT DAY/DATE(S):	TIME OF DAY:	Est. Daily Attendance
<u>Sunday 10-29-23</u>	(Start) <u>4</u> am/pm <input checked="" type="radio"/> (End) <u>7</u> am/pm <input checked="" type="radio"/>	<u>4000</u>
_____	(Start) _____ am/pm (End) _____ am/pm	_____
_____	(Start) _____ am/pm (End) _____ am/pm	_____

Number of attendees by age: Youth (under 18): _____ Adult: _____ Total attendance: _____
 Number of attendees present during the most crowded period of event: _____

FINAL CLEANUP: Date: 10/29/23 Time of Day: 8:00 am am pm Indicate when the event site will be completely cleaned & reopened for normal use

City Office Use Only:

SPECIAL EVENT PERMIT APPLICATION - CITY OF BEAUMONT

EVENT DESCRIPTION

<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Was this event held last year? If yes, where <u>Mountain View Park</u> attendance? <u>350</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this a Charitable fundraiser? If yes, for what cause? _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is there an attendance fee? Fee per person: \$ _____ Fee collected in advance? _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this event open to the public?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will there be any areas within the event that will be for private use only? (Example: VIP area, ect.)

MANDATORY ATTACHMENTS: Required to be submitted with every application. Reference page ii for instructions.

- EVENT NARRATIVE:** Please provide a description of the event theme, purpose, schedule of activities, entertainment, food, beverages (including alcohol), cleanup plan, ect.
- SITE DIAGRAM:** For activities on **public and private property:** a detailed drawing depicting the proposed layout, including the location of booths, tables, stages, fences, dumpsters, signage, portable toilets and all other event equipment. For any activity on **private property:** diagram must also show **all** marked parking spaces, adjacent streets, residential units, and indicate the linear feet from the event boundary to streets and residences.
- ROUTE MAP:** For parades, runs, walks and races on **public streets or sidewalks:** a map of the proposed route, route, start and finish points, direction of movement and proposed street closures including the specific lane(s) requiring closure.

SPECIFIC EVENT INFORMATION

<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Will <u>any</u> equipment be used on the event site? (Examples: fence, tent, canopy, table, chair, stage, trash container, dumpster, booth, amplified sound system, musical instruments, carnival ride, parade float, portable toilet, ect.)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Will the event require the closure of any public street or traffic lane?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will there be any food and/or beverages prepared, sold or served at the event?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will there be sales of any kind?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Will there be any activity connected to the event? (Examples: live animal display, parachute jump).
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Do you require any City services? (Examples: traffic control, tow zone, street barricades, electrical power, ect.)

If you answered **NO** to all of the questions in this section, you have completed this application. Sign the Declaration below, attach the Mandatroy Site Diagram or Route Map and submit your application.
 If you answered **YES** to **ANY** of the questions in this section, please complete the remainder of this application.

DECLARATION

As the authorized representative of the applicant, I hereby declare that:

1. The information contained in this application and attachment(s) is true, complete and to the best of my knowledge.
2. Applicant agrees to defend, indemnify and hold harmless City, its officers, agents and employees from and against any and all claims, demands, causes of action, or liabilities incurred by City, its officers, agents, or employees, arising from Applicant's acts or omissions under this Agreement or any act of omission of the Applicant's permission or invitation of Applicant, except as may arise from the negligence or willful misconduct of City, its officers, agents, contractors, or employees. In any action or claim against City in which Applicant is defending City, City shall have the right to approve legal counsel providing City's defense and such approval shall not be reasonably withheld.
3. Applicant has received and understands the information contained in the Special Events Guidelines and will adhere to required arrangements listed within these Guidelines.
4. Applicant will pay for actual costs of any City services provided for your event within 30 days from receipt of City invoice.
5. No copyrighted musical or visual arts composition shall be performed or played, weather amplified, televised, in the form of a mechanical recording or personal rendition, or otherwise in connection with any use of City property, unless the Applicant shall have first obtained all approvals and paid any license fee or other fee required by the copyright owner. Without limitation of any other provision, Applicant's indemnification of City as set forth in a permit or authorization to conduct an event, shall include indemnifying and saving City harmless from and against any and all liability or responsibility whatsoever for any infringement of an/or other violation of the right of any such copyright owner under any copyright law.
6. Applicant will provide access to the City's Special Event recycling service provider at a level of service established by the Director of Environmental Services or his/her designee if the following conditions are met: the event occurs on a City street or on a City-owned site, facility or public park and has an average daily attendance of at least 1,000 persons.

Signature [Signature] Date 9-27-2023
 Print Name J. by Marino Title General Manager
 Business Name Sundance Community Tel (951) 750-8459 Email by.marino@ASSOCIA.US

For Private Property Event, a letter from the property owner (or an agent authorized by the owner) must be included with this application. The letter should be on company letterhead acknowledging their approval of the event, knowledge of the date, time and activities scheduled to take place. Contact information (address, email and phone) for this individual should be included in the letter.

SPECIAL EVENT PERMIT APPLICATION - CITY OF BEAUMONT

ADDITIONAL EVENT INFORMATION

Equipment / Source of Power

- | | | |
|---|-------------------------------------|---|
| YES | No | |
| 1. _____ | <input checked="" type="checkbox"/> | Will the event be fenced? Do you want the City to provide fencing? YES: _____ NO: _____ |
| 2. _____ | <input checked="" type="checkbox"/> | Will there be parade floats? |
| 3. _____ | <input checked="" type="checkbox"/> | Will there be a tent or canopy? If yes, date being erected: _____ Size(s): _____ |
| 4. <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Will amplified sound equipment be used? |
| 5. <input checked="" type="checkbox"/> | _____ | Will electrical power be used...Do you want the City to provide electrical power? Yes: _____ NO: <input checked="" type="checkbox"/> |
| 6. <input checked="" type="checkbox"/> | _____ | Will a generator be used? |
| 7. _____ | <input checked="" type="checkbox"/> | Will there be a stage?..... If yes, date being set up: _____ Removal date: _____ |
| 8. _____ | <input checked="" type="checkbox"/> | Will heaters be used?..... If yes, indicate heater type: _____ |
| 9. _____ | <input checked="" type="checkbox"/> | Will there be booths?.....If yes, complete the following information:
of sales booths: <u>4/A</u> # of non-sales booths: _____ Total booths: _____
Booth setup date: _____ Setup time: _____ Booth removal date: _____ Removal time: _____
Vendor arrival date: _____ Arrival: _____ |
| 10. Total tables that will be set up (outside of booths): _____ | | |

Food and Beverage

- | | | |
|---|-------------------------------------|---|
| YES | NO | |
| 11. _____ | <input checked="" type="checkbox"/> | Will alcohol be sold or served?..... If yes, Beer? _____ Wine? _____ Other? _____ |
| 12. _____ | <input checked="" type="checkbox"/> | Will there be food preparation? |
| 13. _____ | <input checked="" type="checkbox"/> | Will there be cooking booths? |
| 14. Indicate all cooking methods: Electrical appliance: _____ Liquid fuel device: _____
Wood/Charcoal BBQ: _____ Deep Fryer: _____ | | |

Sales

- | | | |
|------------|-------------------------------------|---|
| YES | NO | |
| 15. _____ | <input checked="" type="checkbox"/> | Will any items be sold? |
| 16. _____ | <input checked="" type="checkbox"/> | Will vehicles be sold? |
| 17. _____ | <input checked="" type="checkbox"/> | Are you requesting a Vendor Zone? Applicable to Downtown events only - this controls vendor carts around your event. |

Traffic and Parking Control

- | | | |
|---|-------------------------------------|---|
| YES | NO | |
| 18. _____ | <input checked="" type="checkbox"/> | Will you require a "No Parking" tow zone? |
| 19. _____ | <input checked="" type="checkbox"/> | Will you require a traffic control officer? |
| 20. <input checked="" type="checkbox"/> | _____ | Are you requesting that any public street or traffic lane be closed for your event? |

Miscellaneous Activities

- | | | |
|---|-------------------------------------|---|
| YES | NO | |
| 21. _____ | <input checked="" type="checkbox"/> | Will there be a circus or carnival? |
| 22. _____ | <input checked="" type="checkbox"/> | Will there be fireworks/pyrotechnics? |
| 23. _____ | <input checked="" type="checkbox"/> | Will there be aircraft or a parachute jump? |
| 24. _____ | <input checked="" type="checkbox"/> | Will there be live animals? |
| 25. _____ | <input checked="" type="checkbox"/> | Will there be items that produce extra trash/litter ((flyers, box lunches, ect.)?) |
| Describe: _____ | | |
| 26. <input checked="" type="checkbox"/> | _____ | Will there be any other type of activity not listed here?
Describe: <u>HAUNTED HOUSE, BIRD MAZE, FUNHOUSE MAZE</u> |

Additional information describing above responses: _____



SUNDANCE
This is your place.

“Halloween Event”
Mountain View Park
October 29, 2023
4:00 pm – 7:00 pm

Sundance Community Association is hosting a “Halloween Event” for residents on Sunday, October 29th at Mountain View Park. The volunteering residents that have their vehicles decorated will be set up around the park perimeter/vehicles facing away from the park ready to pass out candy to the Trick or Treaters.

Also, we will have a haunted house interactive, funhouse maze, and dino maze for the younger kids. Express Events will be handling this portion of the event.

The set up will begin at 3:00 PM. The event area final clean-up will be done with all trash disposed of by 8:00 PM.

Disposable trash containers are requested to be provided by the city as was done in prior years, which have proven to be very helpful to keep the park clean and make clean-up efforts easier.

Barricades will be set up closing of the park circle and vehicles from entering by 3:30PM.

Portable bathrooms will be available during the event.

If you have any questions or require further information, please contact me at (951) 750-8489 or via email at Joy.Marino@associa.us.

Sincerely,

Joy Marino, BS, CMCA®,m AMS

General Manager
Sundance Community Association



Staff Report

TO: City Council
FROM: Doug Story, Community Services Director
DATE: November 7, 2023
SUBJECT: Adoption of Parks and Recreation Committee Policies and Procedures

Description Adoption of policies and procedures for the creation of a Parks and Recreation Committee.

Background and Analysis:

On October 17, 2023, City Council at its regular meeting gave direction to staff to move forward with the creation of a Parks and Recreation Committee with minor changes to the draft policies and procedures document presented. Such changes have been made and are being presented for formal adoption.

Notice for the initial appointment to the committee with information on how to apply is included in the City Clerk item on this agenda. Appointment to this committee will be part of the annual appointment process for all City boards and committees scheduled in December.

Fiscal Impact:

The estimated cost to prepare this report is 85.00.

Recommended Action:

Adopt the Parks and Recreation Committee Policies and Procedures as presented.

Attachments:

- A. Parks and Recreation Committee Policies and Procedures

PARKS AND RECREATION COMMITTEE Policies and Procedures

Section 1. Creation of Committee.

The City Council on October 17, 2023, created a Parks and Recreation Committee. The Committee shall consist of seven (7) members.

Section 2. Appointment and Qualifications of Committee Members.

The City Council shall appoint the members of the Committee. The committee shall consist of five (5) voting members and two (2) non-voting members who are at least sixteen (16) years of age.

The voting members shall consist of one (1) member of the City Council, one (1) member representing or associated with a sports league operating in the city and three (3) members of the Beaumont community. The non-voting members shall consist of the Community Services Director or his/her designee and a Student member selected from the Beaumont Youth Council (during the months of September – June).

Section 3. Excused/Unexcused Absences.

Members who serve on the committee shall plan on attending all meetings. From time-to-time members may become ill or have an emergency that conflicts with the meeting day and time. If the member informs City Staff or the Chairperson of their absence for a related reason prior to the meeting start, the absence will be considered excused. All committee members will be allowed two (2) unexcused absences within a calendar year. Any Committee member may be asked to resign or removed from the Committee after two unexcused absences.

Each member shall be allowed to send an alternate from their represented organization to fill in. The alternate will count toward the meeting quorum, but will not be considered a voting member.

Section 4. Term and Tenure of Members.

All members of the Committee shall be appointed for a term of two (2) years and shall serve at the pleasure of the City Council. Members shall serve without compensation. City Council may elect for the terms to be staggered.

Section 5. Powers and Duties.

The Committee shall be advisory to the City Council. The Committee shall hold public meetings quarterly at a date and time agreeable to members of the committee.

The Committee shall have the power and duty to:

- Advise on Park Development: Provide input and recommendations on the planning, design, and development of new parks, playgrounds, trails, and recreational facilities.
- Program Development: Collaborate with the Community Services Department to identify and prioritize recreational programs and events that meet the needs and interests of the community.
- Maintenance and Improvement: Assist in evaluating the condition of existing parks and facilities and make recommendations for maintenance, upgrades, and improvements.

- Community Engagement: Act as a liaison between the City, residents, and community organizations to gather feedback, suggestions, and concerns related to parks and recreation.

In the event there is no Committee business to conduct, the meeting may be canceled. The Committee shall not utilize and/or expend City Staff or consultants time, without the prior approval and authorization by the City Council.

Section 6. Rules and Regulations.

The Committee shall appoint a chair, who shall conduct Committee meetings and report quarterly to the City Council on Committee activities and recommendations. The Committee shall adopt such rules and regulations as are needed to conduct its meetings and shall comply with the Brown Act and other applicable laws.



Staff Report

TO: City Council
FROM: Christina Taylor
DATE: November 7, 2023
SUBJECT: Report out on CalCities Annual Conference 2023

Description Report of activities from attendance at the CalCities Annual Conference in Sacramento, September 20-22, 2023.

Background and Analysis:

From September 20, 2023 through September 22, 2023, Mayor Martinez, Council Members White, Lara and Fenn, City Manager Gibbs and Deputy City Manager Taylor attended the CalCities Annual Conference in Sacramento. The information below is a summary of activities and meetings:

Wednesday, September 20th:

Arrived in Sacramento

City Manager Gibbs attended the City Managers Department meeting
Council and staff attended Riverside County Division General Membership meeting sessions attended by Council and staff including the opening general session and sessions related to homelessness, police accountability and fees.

Thursday, September 21st:

Sessions were attended throughout the day between 8:30am and 5:15pm. Courses attended by staff and Council included topics covering, mental health and homelessness, housing laws, establishing effective relationships, Surplus Land Act, and housing accountability. The Mayor and Council Members also attended the Mayor and Council Member Department meeting.

Friday, September 22nd:

Breakfast meeting and return to Beaumont

All of the resources and materials from the sessions continue to be available to staff and Council as part of the conference registration.

Fiscal Impact:

The cost to attend CalCities Annual Conference was approximately \$1,200 per attendee for a total of \$7,200 which was included in the FY24 budget.

The estimated cost to prepare this report is \$100.

Recommended Action:

Receive and File.

Attachments:



Staff Report

TO: City Council
FROM: Robert Vestal, Interim Public Works Director
DATE: November 7, 2023
SUBJECT: Notice of Completion for Citywide Traffic Signal Upgrade (Beaumont Avenue and Sixth Street) – Capital Improvement Program (CIP) R-02

Description Notice of Completion (NOC) for Citywide Traffic Signal Upgrade CIP R-02, located at the intersection of Beaumont Avenue and Sixth Street (Project).

Background and Analysis:

On January 17, 2023, City Council approved a Public Works agreement with Elecnor Belco Electric, Inc. (Contractor), for construction services of the Citywide Traffic Signal Upgrade CIP R-02.

The Project replaced the permissive-only left turn phasing with a protected/permissive left turn phasing. Protected/permissive left turn phasing provides a dedicated part of the signal cycle to allow for a protected left turn movement.

The budget for the Project was \$166,000 with an original construction contract amount of \$151,000. The project had one (1) change order. Change order No. 1 (CO#1) was issued to resolve an unexpected field condition. The project encountered an existing foundation that conflicted with the proposed foundation location. The Contractor had to remove a portion of the existing foundation. The cost associated with CO#1 was \$8,742.70. The change order was funded from the project's construction contingency allocation, with a total modified contract amount of \$159,742.70. Final billing for the Project is expected to be \$159,742.70, which includes the final retention payment.

The Contractor completed the Project's scope of work satisfactorily per plans and specifications, and a Notice of Completion (NOC) document has been provided (Attachment A).



Figure 1 - Beaumont Avenue and Sixth Street Traffic Signal

Fiscal Impact:

Construction cost for the Project was paid from the Citywide Traffic Signal Upgrade Project CIP R-02 (\$150,000) and R-11 (\$9,742.71). The following tables are a summary of the Project budgets for R-02 and R-11:

R-02 Citywide Traffic Signal Upgrade Project Accounting Summary				
Funding Summary				
Funding Year	Funding Source		Amount	
20/21	Traffic Signal DIF		\$150,000.00	
Total Project Funding =			\$150,000.00	
Budget Summary				
Project Component	Budget	Encumbered	Paid to Date	Remaining Budget
Project Management	\$0.00	\$0.00	\$0.00	\$0.00

Preliminary Services	\$0.00	\$0.00	\$0.00	\$0.00
Environmental	\$0.00	\$0.00	\$0.00	\$0.00
Design	\$0.00	\$0.00	\$0.00	\$0.00
Construction	\$150,000.00	(\$150,000.00)	(\$150,000.00)	\$0.00
Construction Management	\$0.00	\$0.00	\$0.00	\$0.00
Permits	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Project Summary Totals	\$150,000.00	(\$150,000.00)	(\$150,000.00)	\$0.00

R-11 Citywide Traffic Signal Upgrade Project Accounting Summary				
Funding Summary				
Funding Year	Funding Source		Amount	
21/22	R-11 Traffic Signal DIF		\$150,000.00	
Total Project Funding =			\$150,000.00	
Budget Summary				
Project Component	Budget	Encumbered	Paid to Date	Remaining Budget
Project Management	\$0.00	\$0.00	\$0.00	\$0.00
Preliminary Services	\$0.00	\$0.00	\$0.00	\$0.00
Environmental	\$100.00	\$0.00	\$0.00	\$100.00
Design	\$32,688.00	(\$25,600.00)	(\$25,600.00)	\$7,088.00
Construction	\$30,500.00	(\$27,141.58)	(\$9,742.71)	\$3,358.42
Construction Management	\$0.00	\$0.00	\$0.00	\$0.00
Permits	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$86,712.00	(\$86,711.70)	(\$86,711.73)	\$0.30
Project Summary Totals	\$150,000.00	(\$139,453.28)	(\$122,054.44)	\$10,546.72

Included in the R-11 construction "Paid to Date" is \$7,987.17 retention payment that will be issued to the Contractor a minimum of 35 days after the recordation of the Notice of Completion.

Recommended Action:

Authorize the Mayor to execute a Notice of Completion for the Citywide Traffic Signal Upgrade Project (CIP R-02).

Attachments:

- A. Notice of Completion for Citywide Traffic Signal Upgrade Project (CIP R-02)

**When Recorded Return
Original To:**

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

NO RECORDING FEE REQUIRED
PER GOVERNMENT CODE SECTION 27383

NOTICE OF COMPLETION

NOTICE is hereby given that the CITY OF BEAUMONT, 550 East 6th Street, Beaumont, California, 92223, a municipal corporation, is owner in fee of an easement in the property hereinafter described. Said owner caused a work of improvement on the property hereinafter described and was COMPLETED before November 7, 2023, by Elecnor Belco Electric, Inc., contractor.

The property on which said work of improvement was completed in the City of Beaumont, County of Riverside, and State of California, at the intersection of Beaumont Avenue and Sixth Street.

Citywide Traffic Signal Upgrade Project (CIP R-02).

Date

Julio Martinez III,
Mayor of the City of Beaumont, CA

VERIFICATION:

I the undersigned am the Mayor of the City of Beaumont, the declarant of the foregoing Notice of Completion. I have read the said Notice of Completion and know the contents thereof: The same is true of my knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Date

Julio Martinez III,
Mayor of the City of Beaumont, CA

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

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

On _____ before me, _____ Notary Public, personally appeared Lloyd White, Mayor of the city of Beaumont, California, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

BY: _____ (SEAL) NOTARY



Staff Report

TO: City Council
FROM: Carole Kendrick, Planning Manager
DATE: November 7, 2023
SUBJECT: Public Hearing of Plot Plan PP2022-0427, Tentative Parcel Map No. 38233 (TPM2022-0010) and Environmental ENV2022-0021 known as “Xenia Apartments” Located Near the Southeast Corner of Eighth Street and Xenia Avenue

Description A request to construct 16, two-story apartment buildings, totaling 192 multi-family residential dwelling units and one (1) single story community building, on approximately 10.93 acres located on 10.93 acres of Downtown Residential Multiple Family (DMF) zoned properties located south of Eighth Street on the east side of Xenia Avenue (APNs: 419-160-005, -024, 419-170-016, -017, -018, -022 and -027).

Background and Analysis:

The applicant is requesting approval of several applications that were submitted on February 2, 2022. The individual requests are broken down below:

Plot Plan (PP2022-0427) is required by the Beaumont Municipal Code per Section 17.02.070 to establish a new land use. The proposed land use includes the construction of 16, two-story apartment buildings with a total of 192 multiple family residential units. The proposed project also includes a pool/recreation area, a single-story community clubhouse, dog park, a water quality basin and other associated improvements located south of Eighth Street on the east side of Xenia Avenue (see Attachment C).

Tentative Parcel Map No. 38233 (PM2022-0010) is required by the Beaumont Municipal Code per Section 16.04.010 that all land divisions in the incorporated area of the City, as defined in this title, are subject to all of the applicable provisions of the Subdivision Map Act and the Beaumont Municipal Code. The tentative parcel map proposes to merge seven (7) parcels (APNs: 419-160-005, -024, 419-170-016, -017, -018, -022 and -027) into one (1) parcel (see Attachment D).

Environmental (ENV2022-0021) (SCH#2023090225) due to the scope of the project, an Initial Study was prepared in compliance with the California Environmental Quality

Act (CEQA) and determined that mitigation was required. Please see the Environmental Documentation section in this staff report for more information or Attachment A for the Initial Study/Mitigated Negative Declaration.

Project Setting:

The 10.93-acre site is currently vacant and is located on seven (7) parcels (419-160-005, -024, 419-170-016, -017, -018, -022 and -027). Xenia Avenue currently has an existing curb and overhead power lines, and Eighth Street currently has no improvements but does contain overhead power lines. The parcels to the north include several single-family residential lots that contain existing single-family residences. To the west are the Noble Creek apartments and to the east are the Tuscany Villas apartments. Vacant land and the Do It Best Center are located to the south.

The project setting can also be seen in the following materials attached to this staff report:

- General Plan Land Use Map (Attachment D)
- Zoning Map (Attachment E)
- Aerial Photograph (Attachment F)

The land uses, zoning, and General Plan land use designations of the project site and surrounding area are shown in the following Table.

	LAND USE	GENERAL PLAN	ZONING
PROJECT SITE	Vacant Land	DMU (Downtown Mixed Use)	DMF (Downtown Residential Multiple Family)
NORTH	Single Family Residences	DMU (Downtown Mixed Use)	DMF (Downtown Residential Multiple Family)
SOUTH	Vacant Land and Do It Best	DMU (Downtown Mixed Use)	SSMU (Sixth Street Mixed Use)

EAST	Tuscany Villas Residential Multiple Family Residences	DMU (Downtown Mixed Use)	DMF (Downtown Residential Multiple Family)
WEST	Noble Creek Apartments Residential Multiple Family Residences	DMU (Downtown Mixed Use)	DMF (Downtown Residential Multiple Family)

Site Design:

The site currently contains seven (7) separate parcels, all of which are vacant and unimproved. The project is concurrently processing a tentative parcel map to merge the parcels to ensure that no structures or uses straddle property lines. The proposed project consists of constructing 16 apartment buildings, totaling 192 multi-family residential dwelling units and one (1) single story community building, on approximately 10.93 acres.

The residential structures would be two stories in height, of wood framed construction, utilizing conventional shallow foundations and slab on-grade. The proposed project would provide ancillary amenities such as a pool/recreation area, community club, outdoor fitness area and dog park.

The project also includes a water quality basin, parking/drive areas, underground utilities, and other improvements. The Project includes actions necessary to annex approximately 9.08 acres of the 10.93-acre project site to the Beaumont-Cherry Valley Water District (BCVWD) via the Riverside Local Agency Formation Commission (LAFCO).

The development proposes Building 1 and 2 along the Xenia Avenue frontage. Buildings 3 through 7 are located along the southern boundary of the project side and have a detention/drainage basin between Buildings 5 and 6. The northern portion of the subject property includes Buildings 8 through 17, with two (2) four (4) building clusters that include Buildings 8 through 15. Building 16 is a stand-alone structure in the northwestern portion of the property and is adjacent to the community pool area. Building 17 is the community building which is located between the pool area and Building 2.

The dog park is located in the southeastern portion of the project site on Assessor's Parcel Number 490-160-024. An outdoor fitness area is proposed on the 25-foot-wide

parcel (APN: 490-170-017) between 1523 and 1543 E. Eighth Street and will only have pedestrian access.

Parking fields are located on the northern project boundary and on a portion on the southeastern boundary adjacent to eight (8) foot landscaping buffers. Additional parking is provided throughout the site and carports are situated in several areas of the project site.

The project has been designed with two (2) full access unsignalized, gated driveways with one (1) located on Xenia Avenue and the other driveway located on Eighth Street in the eastern portion of the site on Assessor's Parcel Number 419-160-024. The Eighth Street driveway is 25 feet in width with 12 feet of landscaping on both sides.

The proposal includes providing sewer to the site as well as providing the opportunity for the single-family residences on Eighth Street to connect to sewer if they choose to do so. The homes on Eighth Street adjacent to the project site are currently on septic.

The minimum useable open space requirement for multi-family residential projects in the Downtown Residential Multiple Family (DMF) zone is 200 square feet per unit in projects with more than 20 units, per Beaumont Municipal Code Section 17.19.080.C.5. The total open space requirement for this project is 38,000 square feet and the project is proposing 13,824 square feet for private open space in the form of patios or balconies.

The common open space provides 27,397 square feet of area for a combined open space total of 41,221 square feet. The common open spaces consist of the following amenities and square footages:

- Pool and deck area 4,462 square feet
- Community building and fitness area 1,040 square feet
- Open space court A 5,693 square feet
- Open space court B 5,693 square feet
- Dog park 6,732 square feet
- Fitness amenities 3,777 square feet

On December 14, 2022, the project applicant held a neighborhood meeting and invited 14 property owners. The meeting was attended by five (5) property owners and one (1) letter was provided by an owner that was not able to attend. The discussion primarily focused on the ability for the property owners to have the availability to connect to the sewer system. The applicant will be providing a lateral sewer line that residents have

the opportunity to connect to. The resident letter identified several concerns related to drainage, surveying, and two (2) existing trees (see Attachment H).

The attached Development Plans (Attachment C) include the site layout, grading, floor plans, elevations and conceptual landscaping.

Architecture:

The proposed project will utilize a modern style of architecture that includes varied rooflines and building planes to create visual interest. The exterior accents include decorative scoring in a modern pattern, decorative siding, metal cantilever awnings, wrought iron hand and guard rails powder coated to match the color palette.

The apartment building has nine (9) planes on the front elevations and the side elevations have between seven (7) and eight (8) planes. The community building has nine (9) planes on the front elevation and multiple planes on the side and rear elevations. The buildings consist of stucco, siding and metal materials.

Exterior finish treatments are comprised of a mixture of paint stucco in gray, off white, and blue tones and the siding will be a brown tone. The project is proposing a parapet and sloped roofs with varied heights between 25'2" to 29'10" with metal roof elements.

Circulation and Parking:

A Traffic Impact Analysis was prepared by RK Engineering Group, Inc., on September 22, 2022. The project as proposed will provide two (2) full access unsignalized, gated driveways with one (1) located on Xenia Avenue and the other driveway located on Eighth Street in the eastern portion of the site. The project is also required to pay the Transportation Uniform Mitigation Fee (TUMF), Development Impact Fees (DIF) and/or fair share fees consistent with the City's requirements.

Per Beaumont Municipal Code Table 17.05-1. Multiple family residential are required to provide 1.25 parking spaces (spaces may be uncovered) for efficiency and one (1) bedroom units and two (2) parking spaces (at least one (1) space must be covered) for two (2) or more bedroom units. The proposal includes 64 one (1) bedroom units and 128 two (2) bedroom units. The project as proposed would require a total of 336 parking spaces, of which 128 spaces are required to be covered.

The proposal is to provide 408 parking spaces which include 128 carports to meet the covered parking requirements established in Beaumont Municipal Code, Chapter 17.05.

Multi-Species Habitat Conservation Plan (MSHCP):

The project is found to be consistent with the MSHCP. The project is located outside of any MSHCP criteria area and mitigation is provided through payment of the MSHCP Mitigation Fee.

Development Review Committee (DRC):

The Development Review Committee reviewed the project for design on March 10, 2022, and July 14, 2022. Staff from the various City departments provided written comments that have been incorporated into the proposed conditions of approval.

Consistency with Adopted Goals, Plans and Programs:

General Plan Consistency:

The proposed use is in conformance with the General Plan for the City of Beaumont. The land use designation for the project site is Downtown Mixed Use (DMU), as shown in Attachment D. The proposed development is consistent with the General Plan Policy 3.3.1 that supports the development of new housing opportunities, as defined by the Land Use Element contained in the General Plan; and Policy 3.3.2 to develop a variety of housing types at varying densities that meet the needs of the residents of a variety of incomes, lifestyles and needs.

Zoning Consistency:

The use is subject to and is consistent with the Development Standards for the Downtown Residential Multiple Family zone. The use would meet the objectives of the zone and that the use and its operation are compatible with uses permitted in the zone, subject to approval of a plot plan.

The proposed use also complies with zoning code requirements relating to plot plans. Findings required by Beaumont Municipal Code; Section 17.02.070 are found in the Beaumont Municipal Code. The plot plan findings are provided in this staff report under the findings section.

Housing Element

The 6th Cycle Housing Element was certified by the State of California on December 12, 2002. The subject properties are identified in the Site Inventory of the Housing Element for moderate income (see Attachment J).

Environmental Documentation:

An Initial Study/Mitigated Negative Declaration was prepared for the project in accordance with the provisions of the California Environmental Quality Act (CEQA). The Initial Study/Mitigated Negative Declaration document was based upon the City standard checklist and addressed a full range of environmental topics (see Attachment A).

The findings of environmental process are that all significant issues can be mitigated to a level of insignificance with respect to local and regional standards and thresholds. In order to achieve the level of insignificance, a series of mitigation measures are proposed (Condition Nos. 130-137).

To ensure that these measures are properly enacted, a mitigation monitoring program is necessary and would be enforced during the construction and operation of the project, if approved.

The Draft Initial Study/Mitigated Negative Declaration was circulated for a 30-day public review period from September 13, 2023, through October 13, 2023, and is included as Attachment A to this staff report. Staff received four (4) comment letters from Agua Caliente requesting a tribal monitor during ground disturbing activities, the Riverside County Flood Control and Water Conservation District, Riverside Transit Authority provided a no comment email, and Blair Ball inquiring about sewer connections for the existing single family residential lots on Eighth Street.

Public Communications Received:

Property owners located within a 300-foot radius of the project site were notified of the intended public hearing on September 13, 2023, with a 30-day hearing notice in addition to a public notice in the Press Enterprise. The CEQA and public hearing notice identified the Planning Commission date as October 25, 2023, and the City Council date as November 7, 2023. Proof of the publication for CEQA and the public hearing proof of publication is included as Attachment I to this staff report.

Staff received four (4) comments were received during the CEQA 30-day public review period. The Planning Department has not received additional letters of comment from the public in favor or opposition to the project. Any additional comments received prior to the time of the scheduled Planning Commission meeting will be provided to the Commission at the time of the public hearing.

Planning Commission Authority:

The Beaumont Municipal Code, Section 16.04.020 designates the Planning Commission as the “advisory agency” charged with reviewing and making recommendations on all proposal parcel map land divisions and tentative subdivision maps in the city. Section 16.24.050.A authorizes the Planning Commission to conditionally approval or disapprove all tentative parcel maps and tentative subdivision maps and land divisions and submit to the City Council for final approval.

When a tentative map is required under the Subdivision Map Act (66463.5(a)), an approved or conditionally approved tentative map shall expire 24 months after its approval or conditional approval. The Subdivision Map Act does allow for up to four (4) years of extensions subject to approval by the original approving body.

A plot plan is required per Section 10.02.070 to establish a new land use, or to assume an existing land use, consistent with the zoning of the proposed location and requires a public hearing conducted by the Planning Commission. The Beaumont Municipal Code Section 17.02.070.F authorizes the Planning Commission to approve, conditionally approve, or deny the application.

On October 25, 2023, the Planning Commission conducted a public hearing and received testimony from the project applicant, Paul Onufer, resident and property owner Romero Cabrera, and property owner Dr. Blair Ball. The comments from the residents were primarily associated with the ability of the Eighth Street residences to connect to sewer. The applicant advised the Planning Commission that the adjacent homes on Eighth Street would have the ability to connect to sewer, except for three (3) lots to the east that have topography issues.

The Planning Commission by a vote of 3-0 recommended approval to the City Council to adopt a Mitigated Negative Declaration, approve Plot Plan PP2022-0427 and approve Tentative Parcel Map No. 38233 (PM2022-0010) with the incorporation of one condition to address lighting in the outdoor fitness area (see Condition No. 138 in Attachment B).

Plot Plan Findings:

1. The proposed use is permitted, or is substantially similar to a use permitted, within the subject zone and complies with the intent of all applicable provisions of the Zoning Ordinance.

The project is subject to and is consistent with the Development Standards for the Downtown Residential Multiple Family (DMF) zone. The zoning allows multiple family apartments and condominiums as permitted uses and requires a Plot Plan per Beaumont Municipal Code Section 10.02.070.

- 2. The proposed use is consistent with the objectives, policies, general plan land uses and programs of the general plan and any applicable specific plans.

The proposed project is in conformance with the General Plan for the City of Beaumont. The land use designation for the project site is Downtown Mixed Use (DMU). The proposed development is consistent with the General Plan Policy 3.3.1 that supports the development of new housing opportunities, as defined by the Land Use Element contained in the General Plan; and Policy 3.3.2 to develop a variety of housing types at varying densities that meet the needs of the residents of a variety of incomes, lifestyles and needs.

- 3. The subject site is physically suitable for the type and intensity of the proposed land use.

The site is vacant and is relatively flat. The proposed project is in a predominantly single and multiple family residential area that is developed and is suitable for multiple family residential development.

- 4. The location, size, design and operating characteristics of the proposed use are compatible with existing land uses within the general area in which the proposed use is located.

The zoning for the project site is Downtown Residential Multiple Family and the land use designation is Downtown Mixed Use (DMU). The proposed project is surrounded by property that is currently zoned Downtown Multiple Family and designated as Downtown Mixed Use by the current General Plan with exception of the property located to south that has a zoning designation of Sixth Street Mixed Use. The site is surrounded by single family residences to the north, multiple family residences to west and west. To the south of the project site is vacant land and the Do It Best Center. The proposed uses are compatible with the surrounding residential multiple family zoned properties to the west and east. The properties to the north are existing single family residential uses with a zoning designation of Downtown Residential Multiple and provide a transition from single family to multiple family. The commercial operation to the south also provides a logical transition between uses.

5. There are adequate provisions for public access, water, sanitation, and public utilities and services to ensure that the proposed land use would not be detrimental to the public convenience, health, safety or general welfare.

The site will be served by the Beaumont-Cherry Valley Water District for water services after annexation in the Water District and the City of Beaumont for sewer disposal system. Electricity will be provided by Southern California Edison and natural gas will be provided by the Southern California Gas Company. Solid waste and refuse services are provided by Waste Management, Inc. on behalf of the City of Beaumont. The site can be adequately served and will not be detrimental to public health and safety.

6. The approval of the plot plan permit for the proposed uses is in compliance with the requirements of the California Environmental Quality Act and there would be no significant adverse impacts upon environmental quality and natural resources that cannot be reasonably mitigated and monitored.

A Mitigated Negative Declaration was prepared for the project by ECORP Environmental, Inc. dated May 2023 and determined that any project impacts can be reasonably mitigated as shown in Attachment A.

Fiscal Impact:

The cost to prepare this staff report is approximately \$350.00.

Recommended Action:

Hold a public hearing and,

Adopt a Mitigated Negative Declaration for ENV2022-0021, Approve Plot Plan PP2022-0427 and approve Tentative Parcel Map No. 38233 (PM2022-0010) for a two-year period, subject to the attached conditions of approval.

Attachments:

- A. Initial Study/Mitigated Negative Declaration (IS/MND)
- B. Draft Conditions of Approval
- C. Development Plan
- D. Tentative Parcel Map No. 38233
- E. General Plan Land Use Designation Map
- F. Zoning Map
- G. Aerial Photograph
- H. Community Meeting Sign In Sheet and Letter Dated December 14, 2022
- I. Proof of Publication

J. 6th Cycle Housing Element Site Inventory

Incorporated herein by Reference:

City of Beaumont General Plan

City of Beaumont Zoning Ordinance

Sixth Cycle Housing Element

Project Site's Riverside Conservation Authority Multi-Species Habitat Conservation Plan
Informational Map

Contents of City of Beaumont Planning Department Project File PP2022-0427,
PM2022-0010 (TPM38233) and ENV2022-0021

DRAFT

Initial Study and Mitigated Negative Declaration

Xenia Multi-Family Residential Project

Beaumont, California

Lead Agency:

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



Prepared for:

**Beaumont Land Partners, LLC
556 South Fair Oaks Avenue, Suite 337
Pasadena, California 91105**

Prepared by:



ECORP Consulting, Inc.
ENVIRONMENTAL CONSULTANTS

**2681 Pullman Street
Santa Ana, California 92705**

May 2023

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DRAFT MITIGATED NEGATIVE DECLARATION

Lead Agency: City of Beaumont

Project Proponent: Beaumont Land Partners, LLC

Project Location: The Project Site is located near the southeast corner of Xenia Avenue and 8th Street in the City of Beaumont. The 10.93-acre Project Site is currently vacant.

Project Description: The Proposed Project consists of constructing 16 apartment buildings, totaling 192 multi-family residential dwelling units, on approximately 10.93 acres. The residential structures would be two stories in height, of wood-framed construction, utilizing conventional shallow foundations and slab-on-grade. The Proposed Project would provide ancillary amenities such as a pool/recreation area, community club, and dog park. The Project also includes a water quality basin, parking/drive areas, underground utilities, and other improvements. The Project includes actions necessary to annex approximately 9.08 acres of the 10.93-acre Project Site to the Beaumont-Cherry Valley Water District (BCVWD) via the Riverside Local Agency Formation Commission (LAFCO).

Mitigation Measures Incorporated into the Project to Avoid Significant Effects:

Biological Resources

BIO-1: Burrowing Owl Pre-Construction Surveys and Avoidance: The Project Area was determined to be suitable for burrowing owl due to the presence of suitable habitat and recent records of the species that have been recorded near the Project Site. Prior to ground disturbing activities, a qualified wildlife biologist (i.e., a wildlife biologist with previous burrowing owl survey experience) shall conduct pre-construction surveys of the Project Site, plus a 500-foot buffer, to locate active breeding or wintering burrowing owls and burrowing owl burrows between 30 and 14 days prior to construction. The survey methodology will be consistent with the methods outlined in the CDFW *Staff Report on Burrowing Owl Mitigation* (CDFG 2012) and will consist of walking parallel transects 20 – 60 feet apart, adjusting for vegetation height and density as needed, and noting any potential burrows with fresh burrowing owl sign or presence of burrowing.

A qualified biologist shall conduct an additional pre-construction survey of the Project Site plus an approximately 500-foot buffer no more than 24-hours prior to the start of ground-disturbing activities associated with construction activities to identify any additional

burrowing owls or burrows necessitating avoidance, minimization, or mitigation measures. The results of the survey should be submitted to the City and CDFW within five days of survey completion.

If no burrowing owls are observed during the survey, Project site preparation and construction activities may begin, and no further action is necessary. If burrowing owls are found to be present, then avoidance or minimization measures shall be undertaken in consultation with the City and CDFW. CDFW shall be sent written notification within 48 hours of detection of burrowing owls. If active burrowing owl burrows are detected, the Project Applicant shall not commence activities until no sign is present that the burrows are being used by adult or juvenile owls or following CDFW approval of a Burrowing Owl Plan as described below. If owl presence is difficult to determine, a qualified biologist shall monitor the burrows with motion-activated trail cameras for at least 24 hours to evaluate burrow occupancy. The onsite qualified biologist will verify the nesting effort has finished according to methods identified in the Burrowing Owl Plan.

The Burrowing Owl Plan shall be prepared in accordance with guidelines in the *CDFG Staff Report on Burrowing Owl* (March 2012) and MSHCP. The qualified biologist and Project Applicant shall coordinate with the City, CDFW, and USFWS to develop a Burrowing Owl Plan to be approved by the City, CDFW, and USFWS prior to commencing Project activities. The Burrowing Owl Plan shall describe proposed avoidance, relocation, monitoring, minimization, and/or mitigation actions. The Burrowing Owl Plan shall include the number and location of occupied burrow sites and details on proposed buffers if avoiding the burrowing owls or information on the adjacent or nearby suitable habitat available to owls for relocation. If no suitable habitat is available nearby for relocation, details regarding the creation and funding of artificial burrows (numbers, location, and type of burrows) and management activities for relocated owls shall also be included in the Burrowing Owl Plan. The City and Project Applicant shall implement the Burrowing Owl Plan following CDFW and USFWS review and approval.

If burrowing owls are observed within Project site during Project implementation and construction, the Project Applicant shall notify CDFW immediately in writing within 48 hours of detection. A Burrowing Owl Plan shall be submitted to CDFW for review and approval within two weeks of detection and no Project activity shall continue within 1,000 feet of the burrowing owls until CDFW approves the Burrowing Owl Plan. The City and the Project Applicant shall be responsible for implementing appropriate avoidance and mitigation measures, including burrow avoidance, passive or active relocation, or other appropriate mitigation measures as identified in the Burrowing Owl Plan.

If ground-disturbing activities occur but the Project Site is left undisturbed for more than 30 days, a preconstruction survey for burrowing owl shall be conducted and reported to CDFW as described above. If a burrowing owl is found, the same coordination described above shall be necessary.

A final letter report shall be prepared by the qualified biologist documenting the results of the passive relocation. The letter shall be submitted to CDFW prior to the start of Project activities.

BIO-2: Biological Monitoring: A qualified biologist shall be present to monitor all initial ground disturbing and vegetation-clearing activities conducted for the Project. During each monitoring day, the biological monitor shall perform clearance survey “sweeps” at the start of each workday that vegetation clearing takes place to minimize impacts on special-status species with potential to occur. The monitor will be responsible for ensuring that impacts to special-status species, nesting birds, and active nests will be avoided to the greatest extent possible. Biological monitoring shall take place until the Project Site has been completely cleared of any vegetation. If an active nest is identified, the biological monitor shall establish an appropriate disturbance limit buffer around the nest using flagging or staking. Construction activities shall not occur within any disturbance limit buffer zones until the nest is deemed no longer active by the biologist. If special-status wildlife species are detected during biological monitoring activities, then consultation with the USFWS and/or CDFW shall be conducted, and a mitigation plan shall be developed to avoid and offset impacts to these species. Mitigation measures may consist of work restrictions or additional biological monitoring activities after ground-disturbing activities are complete.

BIO-3: Pre-construction Survey for Nesting Birds: Regardless of the time of year, the Project Applicant shall ensure a nesting bird survey is completed prior to the start of any development activities (such as ground disturbance, construction activities, and/or removal of trees and vegetation) within the Project Site. This will avoid violations of the MBTA and California Fish and Game Code Sections 3503, 3503.5, and 3513. The pre-construction nesting bird survey shall include the Project Site and adjacent areas where Project activities have the potential to cause nest failure.

The survey results shall be provided to the City’s Planning Department. The Project Applicant shall adhere to the following:

- Applicant shall designate a qualified biologist experienced in: identifying local and migratory bird species of special concern; conducting bird surveys using appropriate survey methodology; nesting surveying techniques, recognizing breeding and nesting behaviors, locating nests and breeding territories, and identifying nesting stages and nest success; determining/establishing appropriate avoidance and minimization measures; and monitoring the efficacy of implemented avoidance and minimization measures.
- Pre-construction surveys shall be conducted at the appropriate time of day/night, during appropriate weather conditions, no more than 3 days prior to the initiation of Project activities. Surveys shall encompass all suitable areas including trees, shrubs, bare ground, burrows, cavities, and structures. Survey duration shall take into consideration the size of the Project Site; density, and complexity of the habitat;

number of survey participants; survey techniques employed; and shall be sufficient to ensure the data collected is complete and accurate.

If no nesting birds are observed during the survey, Project Site preparation and construction activities may begin. If nesting birds (including nesting raptors) are found to be present, then avoidance or minimization measures shall be undertaken in consultation with the City and CDFW. Measures shall include immediate establishment of an appropriate buffer zone to be established by a qualified biologist, based on their best professional judgement and experience. The buffer around the nest shall be delineated and flagged, and no construction activity shall occur within the buffer area until a qualified biologist determines nesting species have fledged and the nest is no longer active, or the nest has failed. The qualified biologist shall monitor the nest at the onset of Project activities, and at the onset of any changes in such Project activities (e.g., increase in number or type of equipment, change in equipment usage, etc.) to determine the efficacy of the buffer. If the qualified biologist determines that such project activities may be causing an adverse reaction, the qualified biologist shall adjust the buffer accordingly or implement alternative avoidance and minimization measures, such as redirecting or rescheduling construction or erecting sound barriers. All work within these buffers will be halted until the nesting effort is finished (i.e., the juveniles are surviving independent from the nest) or failed. The onsite qualified biologist will review and verify compliance with these nesting avoidance buffers and will verify the nesting effort has finished. Work can resume within these avoidance areas when no other active nests are found.

Upon completion of the survey and nesting bird monitoring, a report shall be prepared and submitted to the City for mitigation monitoring compliance record keeping.

Cultural Resources

CUL-1: If subsurface deposits believed to be cultural or human in origin are discovered during construction, all work must halt within a 100-foot radius of the discovery. A qualified professional archaeologist, meeting the Secretary of the Interior's Professional Qualification Standards for pre-contact and historic archaeologist, shall be retained to evaluate the significance of the find, and shall have the authority to modify the no-work radius as appropriate, using professional judgment. The following notifications shall apply, depending on the nature of the find:

- If the professional archaeologist determines that the find does not represent a cultural resource, work may resume immediately, and no agency notifications are required.
- If the professional archaeologist determines that the find does represent a cultural resource from any time period or cultural affiliation, the archaeologist shall immediately notify the lead federal agency, the lead CEQA agency, and landowner. The agencies shall consult on a finding of eligibility and implement appropriate treatment measures, if the find is determined to be a Historical Resource under

CEQA, as defined in Section 15064.5(a) of the CEQA Guidelines or a historic property under Section 106 of the National Historic Preservation Act (NHPA), if applicable. Work may not resume within the no-work radius until the lead agencies, through consultation as appropriate, determine that the site either: 1) is not a Historical Resource under CEQA or a Historic Property under Section 106; or 2) that the treatment measures have been completed to their satisfaction.

- If the find includes human remains, or remains that are potentially human, they shall ensure reasonable protection measures are taken to protect the discovery from disturbance (AB 2641) by maintaining at least 50 feet of buffer in all directions. The archaeologist shall notify the County Coroner (per Section 7050.5 of the Health and Safety Code). The provisions of Section 7050.5 of the California Health and Safety Code, Section 5097.98 of the California PRC, and AB 2641 will be implemented. If the Coroner determines the remains are Native American and not the result of a crime scene, the Coroner will notify the NAHC, which then will designate a Native American Most Likely Descendant (MLD) for the Project (Section 5097.98 of the PRC). The designated MLD will have 48 hours from the time access to the property is granted to make recommendations concerning treatment of the remains. If the landowner does not agree with the recommendations of the MLD, the NAHC can mediate (Section 5097.94 of the PRC). If no agreement is reached, the landowner must rebury the remains where they will not be further disturbed (Section 5097.98 of the PRC). This will also include either recording the site with the NAHC or the appropriate Information Center; using an open space or conservation zoning designation or easement; or recording a reinternment document with the county in which the property is located (AB 2641). Work may not resume within the no-work radius until the lead agencies, through consultation as appropriate, determine that the treatment measures have been completed to their satisfaction.

CUL-2: At the onset of construction, a Worker Environmental Awareness Program (WEAP) will be developed by the qualified professional archaeologist. A qualified professional archaeologist with experience with sensitive cultural resources in the region will present the WEAP to all personnel working in the Project Area (either temporarily or permanently) prior to the start of project activities. The WEAP may be videorecorded and used to train newly hired workers or those not present for the initial WEAP. The WEAP could include, but will not be limited to: discussions of the sensitive cultural resources associated with the project, project-specific measures to avoid or eliminate impacts to these resources, consequences for not complying with project permits and agreements, and contact information for the lead archaeologist. Logs of personnel who have taken the training will be kept on the site at the construction or project office.

Geology and Soils

- GEO-1:** The Project Applicant shall implement the Conclusions and Recommendations as listed in the final site-specific geotechnical report (Updated Geotechnical and Infiltration Evaluation for Proposed Multi-Family Residential Development: Xenia Apartment Project East of Xenia Avenue and about 200 Feet South of East 8th Street Beaumont, Riverside County, California, GeoTek 2022) or most recent site-specific geotechnical evaluation.
- GEO-2:** A qualified paleontological professional, as defined by the Society of Vertebrate Paleontology (2010) standards, will be retained by the Contractor. The qualified paleontological professional will draft the PRMP outlining protocols to be implemented during ground disturbance in case of discoveries. This mitigation and monitoring program shall be in place prior to any ground disturbance, based on the Western Science Center's findings and recommendations. The qualified paleontological professional will be present to monitor during ground disturbance activities to ensure the protection of paleontological resources, if any. If paleontological resources are discovered during construction, all work must halt within a 100-foot radius of the discovery. The on-site qualified paleontological professional shall notify the contractor and Project Applicant. They shall evaluate the significance of the find and shall have the authority to modify the no-work radius as appropriate, using professional judgement. The qualified paleontological professional will evaluate the significance of the find and recommend appropriate measures for the disposition of the site (e.g., fossil recovery, curation, data recovery, and/or monitoring). Construction activities may continue on other parts of the construction site while evaluation and treatment of the paleontological resource takes place.

Tribal Cultural Resources

- TCR-1: Unanticipated Discovery of Tribal Cultural Resources.** If potential TCRs are discovered during ground disturbing construction activities, all work shall cease within 100 feet of the find. A Native American Representative from traditionally and culturally affiliated Native American Tribes shall be immediately contacted and invited to assess the significance of the find and make recommendations for further evaluation and treatment, as necessary. If deemed necessary by the City, a qualified cultural resources specialist meeting the Secretary of Interior's Standards and Qualifications for Archaeology, may also assess the significance of the find in joint consultation with Native American Representatives to ensure that Tribal values are considered. Work at the discovery location cannot resume until the City, in consultation as appropriate and in good faith, determines that the discovery is either not a TCR, or has been subjected to treatment directed by the City.

TABLE OF CONTENTS

1.0 BACKGROUND 1-1

 1.1 Summary..... 1-1

 1.2 Introduction..... 1-1

 1.3 Surrounding Land Uses/Environmental Setting..... 1-2

2.0 PROJECT DESCRIPTION 2-1

 2.1 Project Characteristics 2-1

 2.2 Project Construction Timing 2-4

 2.3 Regulatory Requirements, Permits, and Approvals 2-4

 2.4 Consultation With California Native American Tribe(s) 2-4

3.0 ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED AND DETERMINATION 3-1

 3.1 Environmental Factors Potentially Affected..... 3-1

4.0 ENVIRONMENTAL CHECKLIST AND DISCUSSION 4-1

 4.1 Aesthetics 4-1

 4.2 Agriculture and Forestry Resources..... 4-4

 4.3 Air Quality 4-7

 4.4 Biological Resources 4-18

 4.5 Cultural Resources 4-28

 4.6 Energy 4-32

 4.7 Geology and Soils 4-39

 4.8 Greenhouse Gas Emissions 4-45

 4.9 Hazards and Hazardous Materials..... 4-50

 4.10 Hydrology and Water Quality 4-57

 4.11 Land Use and Planning 4-62

 4.12 Mineral Resources..... 4-64

 4.13 Noise 4-65

 4.14 Population and Housing 4-76

 4.15 Public Services..... 4-77

 4.16 Recreation 4-80

 4.17 Transportation 4-82

 4.18 Tribal Cultural Resources 4-85

 4.19 Utilities and Service Systems 4-89

 4.20 Wildfire 4-99

 4.21 Mandatory Findings of Significance 4-101

5.0 LIST OF PREPARERS 5-1

5.1 City of Beaumont 5-1

5.2 ECORP Consulting, Inc. 5-1

5.3 GeoTek, Inc. 5-1

5.4 RK Engineering Group, Inc. 5-1

5.5 Stevenson Porto & Pierce, Inc. 5-2

5.6 West Coast Environmental and Engineering 5-2

5.7 Earth Systems Southwest 5-2

6.0 BIBLIOGRAPHY 6-1

LIST OF TABLES

Table 1.3-1. Surrounding Land Uses 1-2

Table 4.3-1. Daily Construction Emissions 4-12

Table 4.3-2. Localized Construction Emissions 4-13

Table 4.3-3. Daily Operational Emissions 4-13

Table 4.3-4. Localized Operational Emissions 4-14

Table 4.6-1. Residential Electricity Consumption in Riverside County 2016-2020 4-33

Table 4.6-2. Residential Natural Gas Consumption in Riverside County 2016-2020 4-33

Table 4.6-3. Total Operational Energy Consumption 4-35

Table 4.6-4. Compatibility with *Sustainable Beaumont* Goals 4-37

Table 4.6-5. Applicable Energy-Related Policies from the City of Beaumont General Plan 4-38

Table 4.8-1. Construction Greenhouse Gas Emissions 4-47

Table 4.8-2. Operational Greenhouse Gas Emissions 4-48

Table 4.11-1. Surrounding Land Uses 4-63

Table 4.13-1. Project Construction Noise Levels – at 180 Feet 4-69

Table 4.13-2. Interior Noise Analysis – Construction Noise 4-70

Table 4.13-3. Stationary Noise Impact Analysis 4-74

Table 4.13-4. Construction Vibration Impact Analysis 4-75

Table 4.15-1. Estimated Student Generation Rates 4-79

Table 4.19-1. Projected Future BCVWD Water Demand (AFY) 4-89

Table 4.19-2. Projected Future BCVWD Water Supply (AFY) 4-91

Table 4.19-3. Electricity Consumption in SCE Service Area in 2021 (GWh) 4-93

Table 4.19-4. Natural Gas Consumption in SoCalGas Service Area in 2021 (millions of therms) 4-94

LIST OF FIGURES

Figure 1. Project Vicinity 1-3
 Figure 2. Project Location..... 1-4
 Figure 3. Project Site Plan 2-2
 Figure 4. Apartment Building Elevations..... 2-3

LIST OF APPENDICES

- Appendix A – Air Quality and Greenhouse Gas Impact Study
- Appendix B – Biological Technical Report and MSHCP Consistency Analysis
- Appendix C – Cultural Resources Inventory and Evaluation Report
- Appendix D – Updated Geotechnical and Infiltration Evaluation
- Appendix E – Paleontological Site Assessment
- Appendix F – Project Specific Water Quality Management Plan
- Appendix G – Phase I Environmental Site Assessment
- Appendix H – Report of Phase II Investigation
- Appendix I – Xenia Multifamily Residential Project Noise Impact Study
- Appendix J – Xenia Multifamily Residential Project Traffic Impact Analysis
- Appendix K – Preliminary Hydrology and Hydraulics Report
- Appendix L – Energy Conservation Analysis

LIST OF ACRONYMS AND ABBREVIATIONS

Term	Definition
AB	Assembly Bill
ADA	Americans with Disabilities Act
AF	Acre-Foot/Feet
AFY	Acre-Feet per Year
amsl	Above Mean Sea Level
APN	Assessor’s Parcel Number
AQMP	2016 Air Quality Management Plan
ASTM	American Society for Testing and Materials

Term	Definition
BANL	Baseline Ambient Noise Levels
BCVWD	Beaumont-Cherry Valley Water District
BMC	Beaumont Municipal Code
BMPs	Best Management Practices
BPD	Beaumont Police Department
BSU	Beaumont Groundwater Storage Unit
BUSD	Beaumont Unified School District
BWTP	Beaumont Water Treatment Plant
CAAQS	California Ambient Air Quality Standards
CalEPA	California Environmental Protection Agency
CalEEMod	California Emissions Estimator Model
CAL FIRE	California Department of Forestry and Fire Protection
CalRecycle	California Department of Resources Recycling and Recovery
Caltrans	California Department of Transportation
CAP	Climate Action Plan
CARB	California Air Resources Board
CBC	California Building Code
CCR	California Code of Regulations
CDFG	California Department of Fish and Game
CDFW	California Department of Fish and Wildlife
CEC	California Energy Commission
CEQA	California Environmental Quality Act
CH ₄	Methane
CHP	California Highway Patrol
City	City of Beaumont
CIWMP	Countywide Integrated Waste Management Plan
CNDDB	California Natural Diversity Data Base
CNEL	Community Noise Equivalent Level
CNPS	California Native Plant Society
CO	Carbon Monoxide
CO ₂	Carbon Dioxide
CO ₂ e	Carbon Dioxide Equivalent
CPUC	California Public Utilities Commission
dB	Decibel
dBA	A-weighted decibel
DDE	Dichlorodiphenyldichloroethylene
DHS	California Department of Health Services
DOC	Department of Conservation
DPM	Diesel Particulate Matter
DTSC	Department of Toxic Substances Control
EIR	Environmental Impact Report
ESA	Environmental Site Assessment
ESSW	Earth Systems Southwest
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
GHG	Greenhouse Gas
HCM-6	Highway Capacity Manual Sixth Edition

Term	Definition
HRA Guidelines	Guidance Manual for Preparation of Health Risk Assessments
HVAC	Heating, Ventilation and Air Conditioning
I-10	Interstate 10
IS	Initial Study
kWh	Kilowatt Hours
LAFCO	Local Agency Formation Commission
LID	Low-Impact Development
L_{eq}	Equivalent Noise Level
LOS	Level of Service
LST	Localized Significance Threshold
MBTA	Migratory Bird Treaty Act
mg/kg	Milligrams Per Kilogram
MLD	Most Likely Descendent
MND	Mitigated Negative Declaration
MRZs	Mineral Resource Zones
MSHCP	Multiple Species Habitat Conservation Plan
MTCO _{2e}	Metric Tons of Carbon Dioxide Equivalent
N ₂ O	Nitrous Oxide
NAAQS	National Ambient Air Quality Standards
NAHC	Native American Heritage Commission
NEPSSA	Narrow Endemic Plant Species Survey Area
NESHAP	National Emissions Standards for Hazardous Air Pollutants
NHPA	National Historic Preservation Act
NPDES	National Pollutant Discharge Elimination System
NO _x	Nitrogen Oxides
NRCS	Natural Resources Conservation Service
O ₃	Ozone
OCP	Organochlorine Pesticides
PM _{2.5}	Particulate matter with a diameter of 2.5 microns or less
PM ₁₀	Particulate matter with a diameter of 10 microns or less
PPV	Peak Particle Velocity
Project	Xenia Multi-Family Residential Project
PRC	Public Resources Code
PRG	Preliminary Remediation Goals
RCA	Regional Conservation Authority's
RCDWR	Riverside County Department of Waste Resources
RCFD	Riverside County Fire Department
RCTLMA	Riverside County Transportation and Land Management Agency
RWQCB	Regional Water Quality Control Board
SB	Senate Bill 100
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCE	Southern California Edison
SF	Square Foot/Feet
SGPWA	San Geronio Pass Water Agency
SIP	State Implementation Plan
SMARA	Surface Mining and Reclamation Act of 1975

Term	Definition
SoCAB	South Coast Air Basin
SoCalGas	Southern California Gas Company
SOI	Sphere of Influence
SR	State Route
SRRE	Source Reduction and Recycling Element
Sustainable Beaumont	<i>Sustainable Beaumont: The City's Roadmap to Greenhouse Gas Reductions</i>
SWPPP	Stormwater Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TCRs	Tribal Cultural Resources
TTLIC	Total Threshold Limit Concentration
USEPA	U.S. Environmental Protection Agency
USFWS	U.S. Fish and Wildlife Service
UST	Underground Storage Tank
UWMP	Urban Water Management Plan
VHFHSZ	Very High Fire Hazard Severity Zone
VMT	Vehicle Miles Traveled
VOC	Volatile Organic Compound
WQMP	Water Quality Management Plan
WRCOG	Western Riverside Council of Governments
WWTP	Wastewater Treatment Plant

1.0 BACKGROUND

1.1 Summary

Project Title:	Xenia Multi-Family Residential Project
Lead Agency Name and Address:	City of Beaumont (City) 550 East 6th Street Beaumont, CA 92223
Contact Person and Phone Number:	Carole Kendrick, Planner Manager City of Beaumont 951-769-8520
Project Location:	The Project Site comprises 10.93 acres located east of Xenia Avenue and about 200 feet south of East 8th Street in the City of Beaumont (Assessor's Parcel Numbers (APN): 419-160-005, -024, 419-170-016, -017, -018, -022 and -027)
General Plan Designation:	Multi-Family Residential
Zoning:	Downtown Residential Multi-Family

1.2 Introduction

The City of Beaumont is the Lead Agency for this California Environmental Quality Act (CEQA) Initial Study (IS). This Initial Study has been prepared to identify and assess the anticipated environmental impacts of the Xenia Multi-Family Residential Project (Project) to satisfy CEQA (Public Resources Code [PRC], Section 21000 et seq.) and state CEQA Guidelines (Title 14, California Code of Regulations [CCR] 15000 et seq.). CEQA requires that all state and local government agencies consider the environmental consequences before approving those projects. The City of Beaumont will use this CEQA Initial Study to determine which CEQA document is appropriate for the Project: Negative Declaration, Mitigated Negative Declaration (MND), or Environmental Impact Report (EIR).

In accordance with CEQA, this Initial Study/Mitigated Negative Declaration (IS/MND) will be circulated for a 30-day public review and comment period. Written comments on the Draft IS/MND should be submitted to:

Carole Kendrick, Planner Manager
City of Beaumont
550 East 6th Street
Beaumont, CA 92223
ckendrick@beaumontca.gov

1.3 Surrounding Land Uses/Environmental Setting

The City of Beaumont is located in the westernmost portion of Riverside County and is bounded on the west by the City of Calimesa and unincorporated areas, on the north by unincorporated County areas (e.g., Cherry Valley), on the south by unincorporated County areas and the City of San Jacinto, and on the east by the City of Banning. The Project, as depicted on the U.S. Geological Survey Beaumont 7.5-minute topographic quadrangle, is located within Section 11, Township 3 South, Range 1 West.

Major transportation routes through the City include Interstate 10 (I-10), State Route (SR)-60, and SR-79. The City covers an area of 30.6 square miles and the Sphere of Influence (SOI) covers an additional 11.2 square miles. Urban land uses predominate in the City, while open space and protected habitat areas are located to the south and west of the City and within the SOI. The City is located at the peak of the San Gorgonio Pass, between San Bernardino and Palm Springs, with an elevation range of approximately 2,500 to 3,000 feet above sea level (City of Beaumont 2020a).

The Project Site comprises 10.93 acres, located east of Xenia Avenue and about 200 feet south of East 8th Street. The property consists of vacant land; however, the site was used as agricultural land in the 1990s and earlier. The property has a relatively flat terrain with elevations ranging from 2,607 feet Above Mean Sea Level (amsl) toward the north portion of the site to 2,600 feet amsl in the south portion. Surface drainage is generally to the south, with some minor local variations (Figures 1 and 2). The Project Site has not been previously graded or compacted.

The Project Site and its immediate vicinity is within the 6th Street Corridor Planning Area of the City General Plan, approved in March 2007. Development in this area is largely commercial and industrial in character with many single- and multifamily residences located between commercial parcels. The Project Site is bounded on the north by existing single-family residences; on the west by Xenia Avenue with apartment homes beyond; on the south by commercial properties and vacant land; and on the east by an apartment complex. The zoning designation for the site is Downtown Residential Multi-Family in the City of Beaumont Zoning Map. The City of Beaumont General Plan land use map designates the Project Site as Multi-Family Residential.

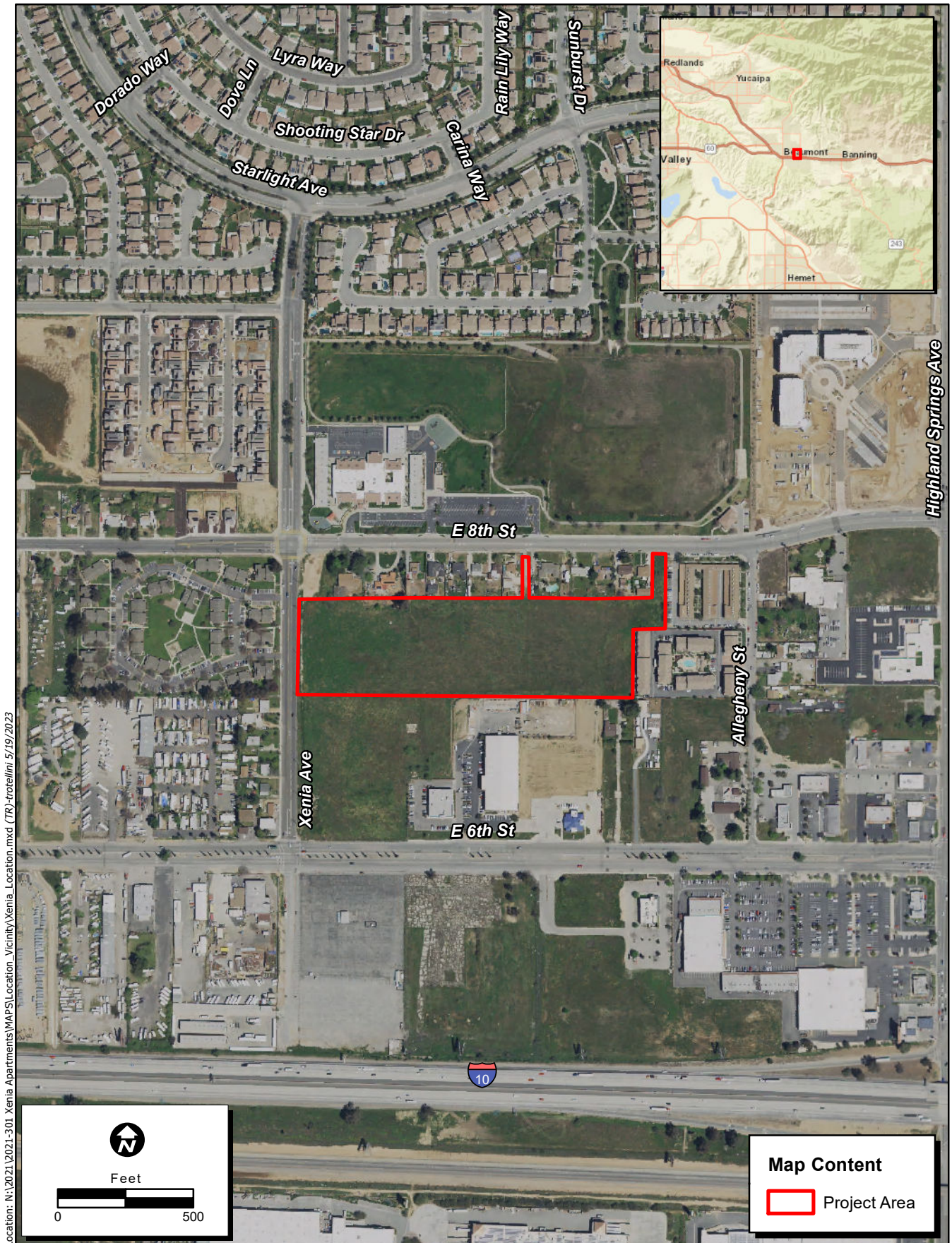
Location	General Plan Land Use Designations	Zoning Classifications
Site	Multi-Family Residential	Downtown Residential Multi-Family
North	Multi-Family Residential	Downtown Residential Multifamily
South	General Commercial	Sixth Street Mixed Use
East	Multi-Family Residential	Downtown Residential Multifamily
West	Multi-Family Residential	Downtown Residential Multifamily Residential Single Family

Source: City of Beaumont General Plan Land Use Map, City of Beaumont - Zoning Map Final



Figure 1. Project Vicinity

2021-301 Xenia Apartments



Location: N:\2021\2021-301_Xenia Apartments\MAPS\Location_Vicinity\Xenia_Location.mxd (TR)-trotellini_5/19/2023

Map Date: 8/5/2022
 Service Layer Credits: Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), IGCC, (c) OpenStreetMap contributors, and the GIS User Community Photo Source: N/A/P

Figure 2. Project Location
 2021-301 Xenia Apartments

2.0 PROJECT DESCRIPTION

2.1 Project Characteristics

2.1.1 Residential Units

The Proposed Project consists of constructing 16 apartment buildings, totaling 192 multi-family residential dwelling units, on approximately 10.93 acres (Figures 3 and 4). The proposed residential units would be a mix of one- and two-bedroom units. The residential buildings would be two stories in height, of wood-framed construction, utilizing conventional shallow foundations and slab-on-grade. The Proposed Project would not provide any low income or affordable housing.

2.1.2 Amenities

The Proposed Project would provide ancillary amenities such as a pool/recreation area, a 3,760 Square Foot (SF) community club, a 1,040-SF outdoor fitness center, and dog park. The preliminary plan for the outdoor exercise area includes: a yoga/stretching area and a variety of different pieces of outdoor fitness equipment (squats, inner thigh adductor, triceps press, rower, shoulder press, ab toner and stepper). The outdoor fitness equipment would be located over rubberize surfacing on the ground. The community building would provide space for a leasing office and business center. The Project would provide 92,617 SF of open space. The Project also includes a water quality basin, parking/drive areas, carports, underground utilities, and other improvements. The Project would construct a 6-foot masonry wall on the north, south, and west side of the Project Site, which will be installed after the grading, storm drain, and sewer improvements have been installed. After construction, the Project would retain the 6-foot noise barrier wall along the northern, eastern, and southern Project perimeter and a wrought iron fence is proposed along the western Project Site perimeter.

2.1.3 Parking and Circulation

The Project includes 413 parking spaces including 259 open stalls, 19 compact open stalls, six Americans with Disabilities Act (ADA) accessible stalls, 110 carports, 16 compact carports, and four ADA-accessible carports. Vehicular access for the Project is planned via the two gated-accessed ways: one full access unsignalized driveway along Xenia Avenue and one full access unsignalized driveway along 8th Street.

2.1.4 Earthwork and Grading

The site is currently vacant and is not expected to require demolition of any structures or hardscape. The Project is anticipated to require import of approximately 65,000 cubic yards of earthwork material during the grading phase. The water quality basin is planned to be constructed near the south property line and would be excavated to a depth of about five feet. Minor earthwork would be required for utility trench construction and backfill.

Mult-Family Project
XXX XENIA AVE.
Beaumont, CA

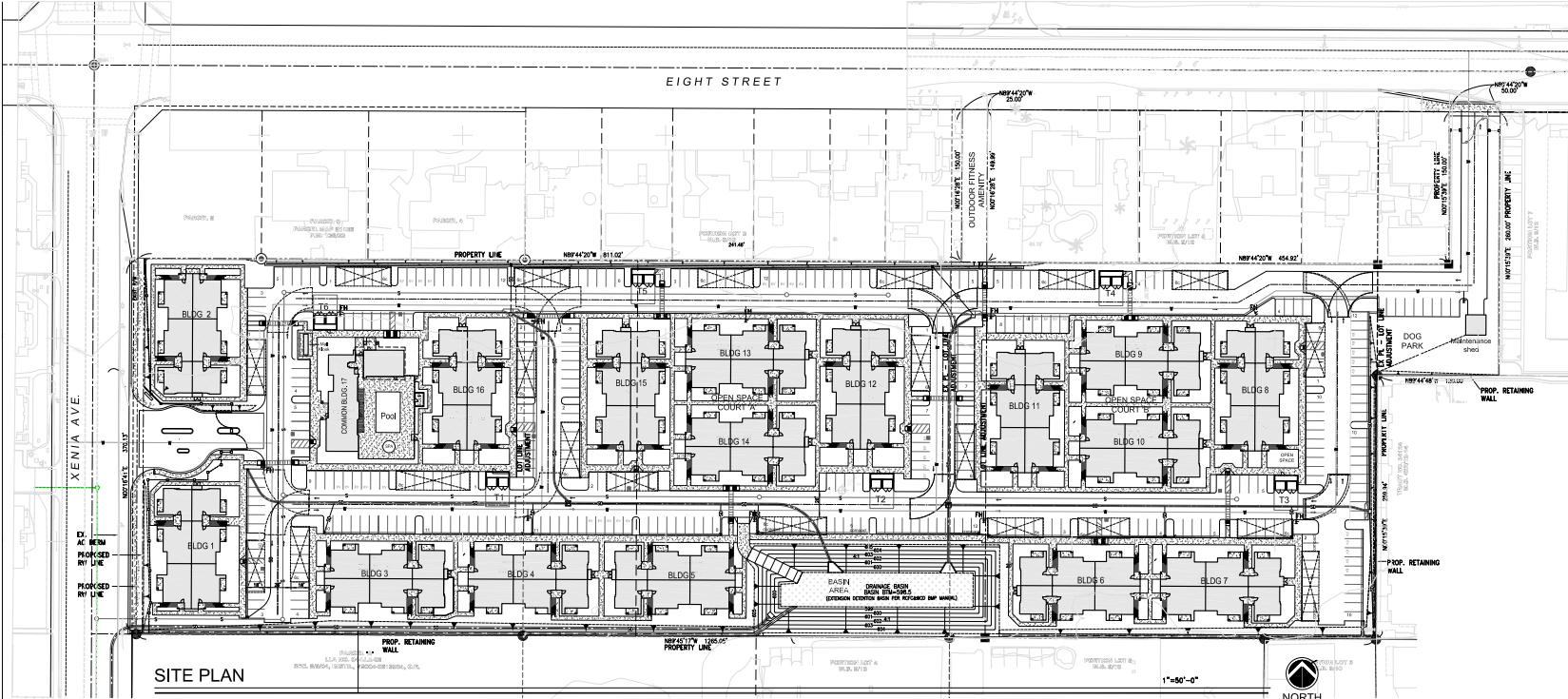


Date: 09.13.22
Drawn By: Susan Jones
Project # 20024

Overall Site Plan

Revisions
A x

SHEET No.
A1.0



PROJECT DATA

SITE ADDRESSES:
XXX XENIA AVE
BEAUMONT, CA

OWNER:
BEAUMONT LAND PARTNERS LLC
ATTN: ERIN RATHBUN
1833 VENTURA BLVD, SUITE 433
EMERY, CA 94545

APN:
419-180-005, 024,
419-170-016, 017, 018, 022 & 027

AREAS:
GROSS AREA: 10,831 AC (478,184 SF)
NET AREA: 10,876 NET (475,743 SF)

LEGAL DESCRIPTION
BEING A SURVEY OF PARCELS 1 OF PARCEL MAP NO. 21138 AS SHOWN ON MAP IN BOOK 135, PAGE 33 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF INVERNESS, STATE OF CALIFORNIA AND PORTIONS OF LOTS 2, 5 AND 7 IN BLOCK 5 OF THE SUBDIVISION OF SECTIONS 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BENITO COUNTY AND NEARBY AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 10 OF MAPS, RECORDS OF THE COUNTY OF SAN BENITO IN THE COUNTY OF INVERNESS, STATE OF CALIFORNIA.

EXISTING ZONING & LAND USE
GENERAL PLAN LAND USE: DOWNTOWN MIXED USE (DMU)
ZONING: DOWNTOWN MULTIFAMILY RESIDENTIAL (DMF)
MAX. DENSITY: 22 DWELLING UNITS PER AC

PROPOSED USE:
APARTMENTS / 1-2 OCCUPANCY
COMMUNITY BLDG / A-3 OCCUPANCY
GARAGES / U OCCUPANCY
MISC. MAIL BOXES
MAINTENANCE SHED

APPLICABLE CODES:

Building: 2019 California Building Code (CBC)
Plumbing: 2019 California Plumbing Code
Mechanical: 2019 California Mechanical Code
Electrical: 2019 California Electrical Code
Fire: 2019 California Fire Code (FC)
Accessibility: 2019 California Building Code (Title 24, Part 2)
Energy: 2019 California Energy Code (Title 24, Part 6)
2019 CALGreen Code

CODE ANALYSIS

A-3 OCCUPANCY (COMMUNITY BUILDING)
CONSIST: TYPE V-B
SPRINKLERS: YES
TABLE SOA.3: BASIC ALLOWABLE HEIGHT: 60 FT (60/4 INCREASES) 60 FEET
TABLE SOA.4: BASIC ALLOWABLE STORY: 2-STORY
TABLE SOA.2: BASIC ALLOWABLE AREA FACTOR: 24,000 SQ. FT. (5)
R-2 OCCUPANCY (MULTI FAMILY)
CONSIST: TYPE V-B
SPRINKLERS: YES (WFA-138)
TABLE SOA.3: BASIC ALLOWABLE HEIGHT: 40 FEET
TABLE SOA.4: BASIC ALLOWABLE STORY: 2-STORY
TABLE SOA.2: BASIC ALLOWABLE AREA FACTOR: 7,000 SQ. FT. (138)

U OCCUPANCY (GARAGES)
CONSIST: TYPE V-B
SPRINKLERS: NO
TABLE SOA.3: BASIC ALLOWABLE HEIGHT: 40 FEET
TABLE SOA.4: BASIC ALLOWABLE STORY: 1-STORY
TABLE SOA.2: BASIC ALLOWABLE AREA FACTOR: 5,000 SQ. FT.

BUILDING / UNIT MIX COUNT

BUILDING No.	1BR/2BA		2BR/2BA		3BR/2BA		DWELLING UNIT CT.
	A1	A2	B1	B2	C1	C2	
BLDG 1	2	2	2	2	2	2	12
BLDG 2	2	2	2	2	2	2	12
BLDG 3	2	2	2	2	2	2	12
BLDG 4	2	2	2	2	2	2	12
BLDG 5	2	2	2	2	2	2	12
BLDG 6	2	2	2	2	2	2	12
BLDG 7	2	2	2	2	2	2	12
BLDG 8	2	2	2	2	2	2	12
BLDG 9	2	2	2	2	2	2	12
BLDG 10	2	2	2	2	2	2	12
BLDG 11	2	2	2	2	2	2	12
BLDG 12	2	2	2	2	2	2	12
BLDG 13	2	2	2	2	2	2	12
BLDG 14	2	2	2	2	2	2	12
BLDG 15	2	2	2	2	2	2	12
BLDG 16	2	2	2	2	2	2	12
BLDG 17	2	2	2	2	2	2	12
SUB TOTAL	32	32	32	32	32	32	192
TOTAL	64	64	64	64	64	64	100%

TOTAL DWELLING UNITS PER AC = 192/10.93 = 17.5 D.U. PER AC

OPEN SPACE REQUIREMENTS
FOR MULTIFAMILY DEVELOPMENTS OF 20 OR MORE UNITS, EACH UNIT SHALL HAVE A MIN OF 200 SF OF USABLE OPEN SPACE.

TOTAL 192 D.U. = 200 = 38,400 SF REQUIRED OPEN SPACE

TOTAL OPEN SPACE PROVIDED:
PATIO / BALCONY: 4,462 sq. ft.
FITNESS CENTER: 1,040 sq. ft.
LANDSCAPE OPEN SPACE MIN 6 FOOT WIDTH: 8,885 sq. ft. (AT BLDG 12, 13, 14, 15)
OPEN SPACE COURT "B": 5,893 sq. ft. (AT BLDG 8, 9, 10, 11)
DOG PARK: 6,732 sq. ft.
FITNESS AMENITIES: 3,777 sq. ft.
TOTAL OPEN SPACE PROVIDED = 44,197 sq. ft.

BUILDING AREA TYPE 1 - 2 STORY (12 DWELLING UNITS)
TYPE V-B CONST. SPRINKLED 13R

FIRST FLOOR AREAS (HABITABLE SPACE)

UNIT TYPE	DESCRIPTION	LIVING AREA	QTY.	DU x SUB TOTAL
UNIT A1	1BR/2BA	774 sf	2	1,548 sf
UNIT B1	2BR/2BA	1162 sf	2	2,324 sf
UNIT C1	3BR/2BA	1674 sf	2	3,348 sf
TOTAL 1st FLOOR HABITABLE BUILDING AREAS			6	5,780 sf

AUXILIARY AREA (NON CONDITIONED SPACES)

UNIT TYPE	DESCRIPTION	BALCONY	COVERED ENTRY	WH	SUB TOTAL	QTY.	DU x SUB TOTAL
UNIT A1	1BR/2BA	72 sf	41 sf	181 sf	2	2	282 sf
UNIT B1	2BR/2BA	72 sf	41 sf	181 sf	2	2	282 sf
UNIT C1	3BR/2BA	72 sf	41 sf	181 sf	2	2	282 sf
TOTAL 1st FLOOR AUXILIARY AREA (NON CONDITIONED SPACES)					6	6	856 sf

SECOND FLOOR AREAS (HABITABLE SPACE)

UNIT TYPE	DESCRIPTION	LIVING AREA	QTY.	DU x SUB TOTAL
UNIT A1	1BR/2BA	774 sf	2	1,548 sf
UNIT B1	2BR/2BA	1162 sf	2	2,324 sf
UNIT C1	3BR/2BA	1674 sf	2	3,348 sf
TOTAL 2ND FLOOR HABITABLE BUILDING AREAS			6	5,780 sf

AUXILIARY AREA (NON CONDITIONED SPACES)

UNIT TYPE	DESCRIPTION	BALCONY	COVERED ENTRY	WH	SUB TOTAL	QTY.	DU x SUB TOTAL
UNIT A1	1BR/2BA	72 sf	41 sf	181 sf	2	2	282 sf
UNIT B1	2BR/2BA	72 sf	41 sf	181 sf	2	2	282 sf
UNIT C1	3BR/2BA	72 sf	41 sf	181 sf	2	2	282 sf
TOTAL 2ND FLOOR AUXILIARY AREA (NON CONDITIONED SPACES)					6	6	856 sf

TOTAL BUILDING AREA (HABITABLE SPACE): 12 | 11,560 sf
TOTAL BUILDING HABITABLE AREA & NON CONDITIONED SPACE: 13,132 sf

COMMUNITY BUILDING - 1 STORY COVERED PARKING AREAS

DESCRIPTION	DESCRIPTION	DESCRIPTION
COMMUNITY BUILDING AREA	1/2 - 3,760sf	5 ADA STALL (20'x18')
MAIL BOX KIOSK	35sf	5 VAN ADA STALL (8'5"x18')
MAINTENANCE BLDG	400sf	8 STALL (8'4"x18')
TRASH ENCLOSURES	442sf x (6)	8 STALL (7'2"x18')

PARKING REQUIRED

UNIT TYPES	UNITS	RATIO	QTY.
1 BR/2	64	1.25	80
2 BR/2	128	2	256
TOTAL UNITS	192		336
TOTAL COVERED PARKING			336

PARKING PROVIDED

PARKING TYPE	UNITS	%	QTY.
OPEN STALLS			
OPEN STANDARD STALLS (18'x41')	255		255
OPEN COMPACT STALLS (16'x41')	19		19
ADA OPEN STALLS	6		6
TOTAL OPEN STALLS PARKING	280	80%	280
COVERED STALLS			
STANDARD GARAGES (18'x18')	16		16
ADA GARAGES (18'x18')	4		4
TOTAL GARAGE PARKING	20	31%	20
TOTAL COVERED PARKING	128	100%	408
PARKING TO UNIT RATIO			2.16 / DU

REC'D COVERED PARKING

UNIT TYPES	NO. OF UNITS	QTY.
ZERO FOR 1BR UNITS	64 D.U.	0
(1) STALL FOR 2BR UNITS	128 D.U.	128
TOTAL COVERED PARKING	128	128

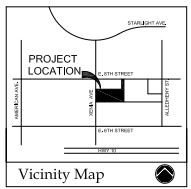
REC'D ACCESSIBLE PKG

PER CIRC SECTION 11094.4 PER SECTION	UNITS	QTY.
11094.4 "ASSIGNED PARKING" AT LEAST 2% OF THE ASSIGNED PARKING SPACES SHALL BE ACCESSIBLE IN EACH TYPE OF PARKING FACILITY.	280	6
AT LEAST 1 SPACE OF EACH TYPE OF PARKING FACILITY SHALL BE MADE ACCESSIBLE PROVIDED 2% ACCESSIBLE PARKING OF EACH TYPE:		
UNIT TYPES	NO. OF UNITS	
OPEN STALLS	280 x .02 = 6 STALLS MIN	
COVERED STALLS	128 x .02 = 3 STALLS MIN	

REC'D FUTURE EV STALLS

PER CALGREEN 2019 TABLE 5.106.5.3.3
TOTAL NUMBER OF STALLS 201 AND OVER SHALL REQUIRE 10% OF NUMBER OF STALLS TO BE IDENTIFIED FOR FUTURE EV STALLS

TOTAL STALLS PROVIDED 408 x 10% = 41 EV STALLS





Front Elevation - (Rear similar opposite)

3/16"=1'-0"



Side Elevation

3/16"=1'-0"



Side Elevation

3/16"=1'-0"



2.1.5 Beaumont-Cherry Valley Water District Annexation

As of September 2022, the BCVWD service area covers approximately 28 square miles, virtually all of which is in Riverside County and includes the City of Beaumont and the community of Cherry Valley. The Project Site is within the BCVWD SOI boundaries but outside of the water service area boundaries. The Project Site would be serviced by BCVWD after annexation.

The Proposed Project's discretionary approvals includes actions necessary to annex approximately 9.08 acres of the Project Site to the BCVWD via the Riverside LAFCO. A water main would be extended onto the Project Site from an existing line in 8th Street and a sewer main would be extended onto the Project Site from an existing line in Xenia Avenue. The following parcels would be annexed into the BCVWD:

- Parcel 1: APN: 419-170-022-6
- Parcel 1: Portion of APN: 419-170-027-1
- Parcel 2: APN: 419-170-016-1
- Parcel 3: APN: 419-170-017-2
- Parcel 4: APN: 419-170-018-3
- Parcel 5: APN: 419-160-005-0
- Parcel 6: APN: 419-160-024-7

2.2 Project Construction Timing

Construction of the Project is estimated to begin in the year 2023 and last approximately 18 months. Construction activities are expected to consist of site preparation, grading, building construction, paving, and architectural coating. The Project is expected to be operational in the year 2024 (RK Engineering Group, Inc. 2022a).

2.3 Regulatory Requirements, Permits, and Approvals

The Proposed Project would require the following approvals and regulatory permits:

- Statewide Construction General Permit by the State Water Resources Control Board (SWRCB)
- Project approval by the City of Beaumont
- Issuance of building permits by the City of Beaumont
- Annexation of portions of the 10.93-acre Project Site to the BCVWD

2.4 Consultation With California Native American Tribe(s)

In accordance with Assembly Bill 52, the City contacted ten culturally affiliated Native American tribes in November 7, 2022 to extend the opportunity to consult on the project's potential effects to tribal cultural resources. The Augustine Band of Cahuilla Indians and the Agua Caliente Band of Cahuilla Indians

responded and did not request consultation. Because neither tribe requested consultation, the City examined other lines of evidence to assess the impacts to tribal cultural resources.

3.0 ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED AND DETERMINATION

3.1 Environmental Factors Potentially Affected

The environmental factors checked below would be potentially affected by the Project, involving at least one impact that is a *Potentially Significant Impact*, as indicated by the checklist on the following pages.

- | | | |
|---|--|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Hazards/Hazardous Materials | <input type="checkbox"/> Recreation |
| <input type="checkbox"/> Agriculture and Forestry Resources | <input type="checkbox"/> Hydrology/Water Quality | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Air Quality | <input type="checkbox"/> Land Use and Planning | <input type="checkbox"/> Tribal Cultural Resources |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Mineral Resources | <input type="checkbox"/> Utilities and Service Systems |
| <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Noise | <input type="checkbox"/> Wildfire |
| <input type="checkbox"/> Energy | <input type="checkbox"/> Paleontological Resources | <input type="checkbox"/> Mandatory Findings of Significance |
| <input type="checkbox"/> Geology and Soils | <input type="checkbox"/> Population and Housing | |
| <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Public Services | |

Determination

On the basis of this initial evaluation:

- I find that the Project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the Project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the Project have been made by or agreed to by the Project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the Project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the Project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the Project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the Project, nothing further is required.

Carole Kendrick

Carole Kendrick
Planner Manager

9.08.2023

Date

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4.0 ENVIRONMENTAL CHECKLIST AND DISCUSSION

4.1 Aesthetics

4.1.1 Environmental Setting

4.1.1.1 State Scenic Highways

The California Scenic Highway Program protects and enhances the scenic beauty of California's highways and adjacent corridors. The California Department of Transportation (Caltrans) can designate a highway as scenic based on how much natural beauty can be seen by users of the highway, the quality of the scenic landscape, and if development impacts the enjoyment of the view.

There are no State Scenic Highways in the City of Beaumont or in the vicinity of the Project Site (Caltrans 2019). The nearest eligible State Scenic Highway is SR-243 approximately 3.8 miles southeast of the Project Site.

4.1.1.2 General Plan

The City of Beaumont is located in north-central Riverside County, at the summit of the San Gorgonio Pass. Beaumont is bounded on the west by the City of Calimesa, on the north by the unincorporated community of Cherry Valley; on the south by I-10; and on the east by the City of Banning. Beaumont is located approximately 70 miles east of downtown Los Angeles, 21 miles northeast of the City of Riverside; and 21 miles southeast of the City of San Bernardino.

The City is located in the San Gorgonio Pass, which serves as a link from the central Inland Empire to the west with the Coachella Valley desert to the east. Primary vistas of the Pass area are the San Gorgonio Mountains and the San Bernardino Mountains to the north and the San Jacinto Mountains to the southeast. Intermittent views of the mountains can be seen along major thoroughfares in the area. An open space area referred to as the *Badlands* is located within the southwestern portion of the City. The Badlands is topographically characterized by deeply dissected ravines with intervening ridgeline (City of Beaumont 2020a; 2020b). The San Timoteo Badlands area is considered a scenic vista according to the City's General Plan; therefore development proposals within the Badlands area will be given special attention by the City.

4.1.1.3 Visual Character of the Project Site

The Project Site comprises 10.93 acres located east of Xenia Avenue and about 200 feet south of East 8th Street. The property consists of vacant land; however, the site was used for agriculture in the 1980s and earlier (West Coast Environmental and Engineering 2006). The property has a relatively flat terrain with elevations ranging from 2,607 feet amsl toward the north portion of the site to 2,600 feet amsl in the south portion. Surface drainage is generally to the south, with some minor local variations. The Project Site has been repeatedly disturbed through repeated mechanical disturbance for weed abatement as well as off-road vehicle use and trash dumping. There are no standing structures on the Project Site. A

concrete foundation approximately 20 feet long by 10 feet wide is located near the northern boundary of the Project Site. This foundation is approximately eight inches above the ground surface and is not visible from public viewpoints on East 8th Street because it is behind the existing houses on East 8th Street. The foundation is more than 350 feet from the nearest public viewpoints on Xenia Avenue and is not generally visible due to its low profile.

Near the Project Site, Xenia Avenue offers distant views of the San Bernardino Mountains to the north and San Jacinto Mountains to the southeast. These distant views are partially obscured by intervening structures, landscaping, and above-ground utilities.

4.1.2 Aesthetics (I) Environmental Checklist and Discussion

Except as provided in Public Resources Code Section 21099, would the Project:

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Less than Significant Impact.

The Project Site has a General Plan designation of Multi-Family Residential. Given the nature of the Proposed Project as a multi-family residential development, the Proposed Project would be consistent with the General Plan designation.

The Project Site is surrounded by vacant land to the south and residential uses to the north, west, and east. Xenia Avenue offers distant views of the San Bernardino Mountains to the north and San Jacinto Mountains to the southeast. These distant views are partially obscured by intervening structures, landscaping, and above-ground utilities. The existing foundation on the Project Site is not a scenic resource and its removal would not adversely affect a scenic vista. The Project Site is approximately 10 miles southeast of the San Timoteo Badlands; implementation of the Proposed Project would not have an effect on this scenic resource.

The proposed two-story residential units would reach a maximum of 29 feet 10 inches in height, which would be comparable to the residential developments in the vicinity of the Project Site, including two- - story townhomes located east of the Project Site, and two-story apartment buildings located to the west. Therefore, the Proposed Project is not anticipated to significantly obstruct natural scenic views or vistas. A less than significant impact would occur and no mitigation measures are required.

Except as provided in Public Resources Code Section 21099, would the Project:

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

No Impact.

The Project is not located within or near a state scenic highway. Therefore, no impact would occur.

Except as provided in Public Resources Code Section 21099, would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the Project is in an urbanized area, would the Project conflict with applicable zoning and other regulations governing scenic quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

No Impact.

The Project is in an urbanized area and the site is currently zoned for Downtown Multi-Family Residential use and designated in the General Plan for Multi-Family Residential. The surrounding area includes single family and multifamily uses including townhomes and apartments. The Project would alter the vacant character of the Project Site by developing two-story apartment buildings, a pool/recreation area, community club, dog park, and parking areas. The Proposed Project would maintain similar aesthetics and building design as the surrounding land uses and would be consistent with the City General Plan designation. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

Except as provided in Public Resources Code Section 21099, would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
d) Would the Project create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Less than Significant Impact.

The Project Site is currently undeveloped and therefore contains no sources of existing light or glare. The site is surrounded by residential uses to the north, west and east that produce ambient nighttime light. Street lighting is located along the northern side of 8th Street, north of the Project Site.

Construction Lighting

No construction would occur at nighttime. Therefore, there would be no impact related to lighting during construction.

Operational Lighting

The Project would introduce new sources of light and glare to the site from lighting for residential units, community building, parking lots, pedestrian pathways, landscaping, and signage. The amount of lighting proposed would be appropriate for a multi-family residential development, consistent with security purposes, and would be similar to ambient lighting produced by the surrounding residential neighborhoods. As a multifamily residential project, Project lighting is not expected to have a significant impact on the night sky, as it would only incrementally add to the existing background light levels as a result of surrounding residential development. The Proposed Project would comply with City regulations and design standards, including the use of shielding around light fixtures at the edge of the Project Site to minimize spillover effects on surrounding properties. Due to the developed nature of surrounding properties and the shielded design of proposed light fixtures on the site, impacts from lighting would be less than significant.

Construction and Operational Glare

The reflection of sunlight is the primary potential producer of glare from glass and metallic surfaces. New sources of glare would include glare from construction vehicles on site during Project construction. During Project operation, sources of glare include headlights from cars entering and leaving the site at night, as well as windows on cars and buildings, which could reflect sunlight during certain times of the day. Architectural glass with low glare characteristics, as well as fencing and landscaping around the perimeter of the Project Site, would minimize light and glare impacts on surrounding properties. Adherence to Beaumont Municipal Code (BMC) Chapter 8.50 Outdoor Lighting requirements would reduce light and glare impacts to a less than significant level.

4.1.3 Mitigation Measures

No significant impacts were identified; no mitigation measures are required.

4.2 Agriculture and Forestry Resources

4.2.1 Environmental Setting

Forest land, as defined by PRC Section 12220(g), is defined as follows:

“...land that can support 10-percent native tree cover of any species, including hardwoods, under natural conditions, and that allows for management of one or more forest resources, including timber, aesthetics, fish and wildlife, biodiversity, water quality, recreation, and other public benefits.”

Timberland, as defined by PRC Section 4526, is defined as follows:

“...land, other than land owned by the federal government and land designated by the board as experimental forest land, which is available for, and capable of, growing a crop of trees of a commercial species used to produce lumber and other forest products,

including Christmas trees. Commercial species shall be determined by the board on a district basis.”

Timberland zoned Timberland Production, as defined by PRC Section 51104(g), is defined as:

“...an area which has been zoned pursuant to Section 51112 or 51113 and is devoted to and used for growing and harvesting timber, or for growing and harvesting timber and compatible uses, as defined in subdivision h.”

According to the California Department of Conservation (DOC) Important Farmland Finder, the Project Site is classified as Urban and Built-Up Land. The site is neither located on or near Prime Farmland nor under a Williamson Act Contract (DOC 2022). The Project Site is zoned Downtown Residential Multi-Family and is not zoned as forest land or agriculture (City of Beaumont 2020a). The Project Site and surrounding properties are not currently used for agriculture or timberland production, as defined by the California PRC.

4.2.2 Agriculture and Forestry Resources (II) Environmental Checklist and Discussion

Would the Project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

No Impact.

According to the Beaumont Land Use Plan, no land in the City is zoned for agricultural uses (City of Beaumont 2020a). The Project Site was historically used for agricultural uses, which may have included crops or livestock grazing, from approximately 1949 into the 1980s (West Coast Environmental and Engineering 2006). The Project Site is currently undeveloped and is surrounded by commercial, industrial, and residential uses. The California Mapping and Monitoring Program Important Farmlands Map lists the Project Site as Urban and Built-Up Land. Therefore, the Proposed Project would not convert Farmland, as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use. No impact would occur.

Would the Project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

No Impact.

The Project Site is not located on land zoned for agricultural use. According to the California Important Farmland Finder, the Project Site is mapped as Urban and Built-Up Land and not an agricultural preserve subject to a Williamson Act contract (DOC 2022). The Proposed Project would not conflict with zoning for agricultural use or a Williamson Act contract. No impact would occur.

Would the Project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

No Impact.

The Project is located on vacant land surrounded by residential and commercial land uses. The Project Site is not located on land designated for forest land, timberland, or timberland zoned Timberland Production. No impact would occur.

Would the Project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

No Impact.

The Project Site is not zoned for forest land, timberland, or Timberland Production (DOC 2022). Therefore, the Proposed Project would not result in the loss of forest land or conversion of forest land to non-forest use. No impact would occur.

Would the Project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
e) Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

No Impact.

The Project Site and surrounding properties are not designated for agriculture use. Areas to the north, east, south, and west of the Project Area are on land designated as Urban and Built-Up Land (DOC 2022). Development on the Project Site would not result in the conversion of farmland to non-agricultural use or conversion of forest land to non-forest use. No impact would occur.

4.2.3 Mitigation Measures

No significant impacts were identified; no mitigation measures are required.

4.3 Air Quality**4.3.1 Environmental Setting**

This section is based in part on the results of the *Xenia Multifamily Residential Project Air Quality and Greenhouse Gas Impact Study* performed by RK Engineering Group, Inc. in December 2022 (RK Engineering 2022a; Appendix A). The purpose of that assessment was to estimate criteria air pollutants attributable to the Project and determine the level of impact the Project would have on the environment. The methodology follows the California Air Resources Board (CARB), the South Coast Air Quality Management District (SCAQMD), and City of Beaumont recommendations for quantification of emissions and evaluation of potential impacts.

The Project Site is located near the southeast corner of Xenia Avenue and East 8th Street, in the City of Beaumont. The Project Site is located within the South Coast Air Basin (SoCAB), the SCAQMD Banning Pass General Forecast Area, and the Banning Pass Area Air Monitoring Area-29. The SoCAB occupies the non-desert portions of Los Angeles, Riverside, and San Bernardino counties and all of Orange County. The air basin is on a coastal plain with connecting broad valleys and low hills and is bounded by the Pacific Ocean on the southwest, with high mountains forming the remainder of the perimeter. The mountain ranges to the east affect the diffusion of pollutants by inhibiting the eastward transport of pollutants. Air quality in the SoCAB generally ranges from fair to poor and is similar to air quality in most of coastal Southern California. The entire region experiences heavy concentrations of air pollutants during prolonged periods of stable atmospheric conditions.

Both the U.S. Environmental Protection Agency (USEPA) and CARB have established ambient air quality standards for common pollutants. These ambient air quality standards are levels of contaminants representing safe levels that avoid specific adverse health effects associated with each pollutant. The ambient air quality standards cover what are called *criteria pollutants* because the health and other effects of each pollutant are described in criteria documents. The six criteria pollutants are Ozone (O₃), Carbon Monoxide (CO), Particulate Matter (PM), Nitrogen Oxides (NO_x), Sulfur Dioxide (SO₂), and lead. Areas that meet ambient air quality standards are classified as attainment areas, while areas that do not meet these standards are classified as nonattainment areas. The portion of Riverside County encompassing the Project Site is designated as nonattainment areas for O₃ and fine particulate matter (PM_{2.5}) under the federal standards and O₃, coarse particulate matter (PM₁₀) and PM_{2.5} under the state standards (CARB 2019).

The SCAQMD is the local air quality regulating authority in the Riverside County portion of the SoCAB. The SCAQMD's primary responsibility is ensuring that the National Ambient Air Quality Standards (NAAQS) and California Ambient Air Quality Standards (CAAQS) are attained and maintained in the Riverside County and San Bernardino portions of the SoCAB. The SCAQMD is also responsible for adopting and enforcing rules and regulations concerning air pollutant sources, issuing permits for stationary sources of air pollutants, inspecting stationary sources of air pollutants, responding to citizen complaints, monitoring ambient air quality and meteorological conditions, awarding grants to reduce motor vehicle emissions, and conducting public education campaigns, as well as many other activities. All projects are subject to SCAQMD rules and regulations in effect at the time of construction.

The following is a list of noteworthy SCAQMD rules that are required of construction activities in the Project Area:

- **Rule 402 (Nuisance)** – This rule prohibits the discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health, or safety of any such persons or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property. This rule does not apply to odors emanating from agricultural operations necessary for the growing of crops or the raising of fowl or animals.
- **Rule 403 (Fugitive Dust)** – This rule requires fugitive dust sources to implement best available control measures for all sources, and all forms of visible PM are prohibited from crossing any property line. This rule is intended to reduce PM₁₀ emissions from any transportation, handling, construction, or storage activity that has the potential to generate fugitive dust. PM₁₀ suppression techniques are summarized below.
 - a) Portions of a construction site to remain inactive longer than a period of three months will be seeded and watered until grass cover is grown or otherwise stabilized.
 - b) All onsite roads will be paved as soon as feasible or watered periodically or chemically stabilized.
 - c) All material transported offsite will be either sufficiently watered or securely covered to prevent excessive amounts of dust.
 - d) The area disturbed by clearing, grading, earthmoving, or excavation operations will be minimized at all times.
 - e) Where vehicles leave a construction site and enter adjacent public streets, the streets will be swept daily or washed down at the end of the workday to remove soil tracked onto the paved surface.
- **Rule 445** restricts wood burning devices from being installed into any new development and is intended to reduce the emissions of particulate matter for wood burning devices.

- **Rule 1113** governs the sale, use, and manufacturing of architectural coating and limits the Volatile Organic Compounds (VOC) content in paints and paint solvents. This rule regulates the VOC content of paints available during construction. Therefore, all paints and solvents used during construction and operation of project must comply with Rule 1113.
- **Rule 1143** governs the manufacture, sale, and use of paint thinners and solvents used in thinning of coating materials, cleaning of coating application equipment, and other solvent cleaning operations by limiting their VOC content. This rule regulates the VOC content of solvents used during construction. Solvents used during the construction phase must comply with this rule.
- **Rule 1186** limits the presence of fugitive dust on paved and unpaved roads and sets certification protocols and requirements for street sweepers that are under contract to provide sweeping services to any federal, state, county, agency or special district such as water, air, sanitation, transit, or school district.

4.3.2 Air Quality (III) Environmental Checklist and Discussion

Would the Project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

No Impact.

As part of its enforcement responsibilities, the USEPA requires each state with nonattainment areas to prepare and submit a State Implementation Plan (SIP) that demonstrates the means to attain the federal standards. The SIP must integrate federal, state, and local plan components and regulations to identify specific measures to reduce pollution in nonattainment areas, using a combination of performance standards and market-based programs. Similarly, under state law, the California Clean Air Act requires an air quality attainment plan to be prepared for areas designated as nonattainment with regard to the NAAQS and CAAQS. Air quality attainment plans outline emissions limits and control measures to achieve and maintain these standards by the earliest practical date.

The Project Site is located within the Riverside County portion of the SoCAB, which is under the jurisdiction of the SCAQMD. The SCAQMD is required, pursuant to the federal Clean Air Act, to reduce emissions of criteria pollutants for which this region is in nonattainment. To reduce emissions for which the Riverside County portion of the SoCAB is in nonattainment, the SCAQMD has adopted the 2016 Air Quality Management Plan (AQMP). The 2016 AQMP establishes programs of rules and regulations directed at reducing air pollutant emissions and achieving the NAAQS and CAAQS. The Revised Draft 2022 AQMP is currently available as a public review draft; however, because it has not yet been adopted, the 2016 AQMP is the relevant AQMP for this analysis.

Pollutant control strategies are based on the latest scientific and technical information and planning assumptions, including the Southern California Association of Governments' (SCAG) latest Regional Transportation Plan/Sustainable Communities Strategy, updated emission inventory methodologies for various source categories, and SCAG's latest growth forecasts. SCAG's latest growth forecasts were defined in consultation with local governments and with reference to local general plans. According to the SCAQMD, in order to determine consistency with SCAQMD's air quality planning two main criteria must be addressed, which are detailed below.

4.3.2.1 Criterion 1

With respect to the first criterion, SCAQMD methodologies require that an air quality analysis for a project include forecasts of project emissions in relation to contributing to air quality violations and delay of attainment.

- a) *Would the project result in an increase in the frequency or severity of existing air quality violations or cause or contribute to new air quality violations?*

As shown in Tables 4.3-1 and 4.3-2 (Threshold b) below), the Proposed Project would result in emissions that would be below the SCAQMD regional and localized thresholds during construction. The Proposed Project would not include the provision of new permanent stationary or significant mobile sources of criteria air pollutant emissions, and therefore, by its very nature, would not generate substantial criteria emissions from Project operations. Therefore, the Proposed Project would not result in an increase in the frequency or severity of existing air quality violations and would not have the potential to cause or affect a violation of the ambient air quality standards.

- b) *Would the project delay timely attainment of air quality standards or the interim emissions reductions specified in the AQMP?*

As shown in Table 4.3-2, the Proposed Project would generate emissions below the SCAQMD regional thresholds for construction. Because the Project would result in less than significant regional emission impacts, it would not delay the timely attainment of air quality standards or AQMP emissions reductions.

4.3.2.2 Criterion 2

With respect to the second criterion for determining consistency with SCAQMD and SCAG air quality policies, it is important to recognize that air quality planning within the SoCAB focuses on attainment of ambient air quality standards at the earliest feasible date. Projections for achieving air quality goals are based on assumptions regarding population, housing, and growth trends. Thus, the SCAQMD's second criterion for determining Project consistency focuses on if the Proposed Project exceeds the assumptions utilized in preparing the forecasts presented its air quality planning documents. Determining if a project exceeds the assumptions reflected in the 2016 AQMP involves the evaluation of the three criteria outlined below. The following discussion provides an analysis of each of these criteria.

- a) *Would the project be consistent with the population, housing, and employment growth projections utilized in the preparation of the 2016 AQMP?*

The Proposed Project consists of constructing 16 apartment buildings, totaling 192 multi-family residential dwelling units, on approximately 10.93 acres. The Project Site is located within the Downtown Residential Multi-Family zone. Multiple family apartments are a permitted use per *Table 17.19-1 Permitted Land Uses for Base Zone Districts in Downtown* of the BMC; thus the Project is consistent with land use projections in the City's General Plan. As such, the Project would not conflict with the land use assumptions or exceed the population or job growth projections used by SCAQMD to develop the 2016 AQMP.

b) *Would the project implement all feasible air quality mitigation?*

To further reduce emissions, the Project would be required to comply with emission reduction measures promulgated by the SCAQMD, such as SCAQMD Rules 402, 403, 445, 1113, and 1143. SCAQMD Rule 402 prohibits the discharge, from any source whatsoever, in such quantities of air contaminants or other material that cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or that endanger the comfort, repose, health, or safety of any such persons or the public, or that cause, or have a natural tendency to cause, injury or damage to business or property. SCAQMD Rule 403 requires fugitive dust sources to implement Best Available Control Measures for all sources, and all forms of visible PM are prohibited from crossing any property line. SCAQMD Rule 403 is intended to reduce PM₁₀ emissions from any transportation, handling, or construction activity that has the potential to generate fugitive dust. As such, the Proposed Project meets this consistency criterion.

c) *Would the project be consistent with the land use planning strategies set forth by SCAQMD air quality planning efforts?*

The determination of AQMP consistency is primarily concerned with the long-term influence of a project on air quality. As shown in Tables 4.3-1 through 4.3-3, the Proposed Project would not exceed applicable SCAQMD thresholds of significance during construction or operation. The Proposed Project would not result in a long-term impact on the region's ability to meet state and federal air quality standards. The Proposed Project's long-term influence would also be consistent with the goals, objectives, and strategies of the SCAQMD's 2016 AQMP. The Project would be consistent with the emission-reduction goals of the 2016 AQMP and no impact would occur.

Would the Project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is non-attainment under an applicable federal or state ambient air quality standard?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Less than Significant Impact.**4.3.2.3 Construction Impacts**

Daily air quality emissions include both on-site and off-site emissions associated with construction of the project. Regional daily emissions of criteria pollutants are compared to the SCAQMD thresholds of significance. As shown in Table 4.3-1, daily emissions of criteria pollutants are expected to be below the allowable thresholds of significance. California Emissions Estimator Model (CalEEMod) daily emissions outputs are provided in Appendix A.

Table 4.3-1. Daily Construction Emissions						
Activity	Maximum Daily Emissions (lbs/day)¹					
	VOC	NO_x	CO	SO₂	PM₁₀	PM_{2.5}
Site Preparation	0.53	2.06	21.53	0.04	7.78	3.98
Grading	1.43	32.00	41.19	0.21	9.02	3.19
Building Construction	1.09	4.39	24.35	0.05	2.71	0.77
Paving	0.82	1.25	17.81	0.02	0.21	0.08
Architectural Coating	62.51	0.21	3.18	0.01	0.48	0.13
Maximum¹	62.51	332.00	41.19	0.21	9.02	3.98
<i>SCAQMD Threshold</i>	75	100	550	150	150	55
Exceeds Threshold	No	No	No	No	No	No

¹Maximum daily emission during summer or winter; includes both on-site and off-site project emissions.

The Project must follow mandatory SCAQMD rules and requirements with regards to fugitive dust control, as described in Section 4.3.1. Compliance with the standard dust control measures is considered to be part of the conditions of approval for the project and built into the design features.

Table 4.3-1 shows that the Project's daily construction emissions would be below the applicable SCAQMD air quality standards and thresholds of significance. As a result, the Project would not contribute substantially to an existing or projected air quality violation.

Furthermore, by complying with the SCAQMD standards, the Project would not contribute to a cumulatively considerable net increase of any criteria pollutant for which the Project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors). Based on the analysis above, Project-related short-term (construction) air quality impacts are less than significant.

Localized Construction Emissions

As shown in Table 4.3-2, Project construction emissions would be below the SCAQMD thresholds of significance for localized construction emissions. The Project must follow all standard SCAQMD rules and

requirements with regards to fugitive dust control. Thus, the Project would result in less than significant localized construction emissions impacts.

Table 4.3-2. Localized Construction Emissions				
LST Pollutants	Maximum Daily Emissions (lbs/day)¹			
	NO_x (lbs/day)	CO (lbs/day)	PM₁₀ (lbs/day)	PM_{2.5} (lbs/day)
On-site Emissions ¹	3.30	33.00	7.58	3.93
SCAQMD Construction Threshold ²	205.7	2,382.8	17.3	9.3
Exceeds Threshold:	No	No	No	No

¹Maximum daily emission during summer or winter; includes on-site project emissions only.

²Reference 2006-2008 SCAQMD Mass Rate Localized Significant Thresholds for construction and operation.

State Responsibility Area-29, Banning Airport, 4-acre site, receptor distance 25 meters.

LST=Localized Significance Threshold

4.3.2.4 Long-Term Operational Impacts

Daily Operational Impacts

Table 4.3-3 shows the daily operational emissions and compares the results to SCAQMD thresholds of significance. The Project is not expected to exceed any of the allowable daily emissions thresholds for criteria pollutants at the regional level. California Emissions Estimator Model (CalEEMod) daily emissions outputs are provided in Appendix A.

Table 4.3-3. Daily Operational Emissions						
Activity	Maximum Daily Emissions (lbs/day)¹					
	VOC	NO_x	CO	SO₂	PM₁₀	PM_{2.5}
Mobile Sources	4.94	5.26	48.50	0.10	11.29	3.05
Energy Sources	0.09	0.73	0.31	0.00	0.06	0.06
Area Sources	4.68	0.18	15.85	0.00	0.09	0.09
Total:	9.71	6.17	64.66	0.11	11.43	3.20
<i>SCAQMD Threshold</i>	<i>55</i>	<i>55</i>	<i>550</i>	<i>150</i>	<i>150</i>	<i>55</i>
Exceeds Threshold:	No	No	No	No	No	No

¹Maximum daily emission during summer or winter; includes both on- and off-site Project emissions.

²Daily emissions reports are provided in Appendix A.

The Project's daily operational emissions will be below the applicable SCAQMD air quality thresholds of significance and the Project would not contribute substantially to an existing or projected air quality violation. Furthermore, by complying with the SCAQMD standards, the Project would not contribute to a cumulatively considerable net increase of any criteria pollutant for which the Project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing

emissions which exceed quantitative thresholds for ozone precursors). Based on this analysis, Project-related long-term (operational) air quality impacts are less than significant.

Localized Operational Emissions

As shown in Table 4.3-4, Project operational emissions would be below the SCAQMD thresholds of significance for localized operational emissions. Thus, the Project would result in less than significant localized operational emissions impacts.

Table 4.3-4. Localized Operational Emissions				
LST Pollutants	Maximum Daily Emissions (lbs/day)¹			
	NO_x (lbs/day)	CO (lbs/day)	PM₁₀ (lbs/day)	PM_{2.5} (lbs/day)
On-site Emissions ¹	1.18	18.59	0.7	0.3
SCAQMD Operation Threshold ²	205.7	2,382.8	5.0	2.6
Exceeds Threshold:	No	No	No	No

¹Maximum daily emission in summer or winter.

²Mobile source emissions include on-site vehicle emissions only. It is estimated that approximately 5% of mobile emissions will occur on the Project Site.

LST=Localized Significance Threshold

Would the Project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
c) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Less than Significant Impact.

4.3.2.5 Construction

Fugitive Dust

The Project is required to comply with regional rules that assist in reducing short-term air pollutant emissions associated with suspended particulate matter, also known as fugitive dust. Fugitive dust emissions are commonly associated with land-clearing activities, cut-and-fill grading operations, and exposure of soils to the air and wind. SCAQMD Rule 403 requires that fugitive dust be controlled with best-available control measures so that the presence of such dust does not remain visible in the atmosphere beyond the property line of the emission source. In addition, SCAQMD Rules 402 and 403 require implementation of dust suppression techniques to prevent fugitive dust from creating a nuisance off site.

To ensure full compliance with the applicable dust control standards, the following Project design features are recommended for the Project:

DF-1 The project must follow the standard SCAQMD rules and requirements with regards to fugitive dust control, which includes, but are not limited to the following:

1. All active construction areas shall be watered two times daily.
2. Speed on unpaved roads shall be reduced to less than 15 mph.
3. Any visible dirt deposition on any public roadway shall be swept or washed at the site access points within 30 minutes.
4. Any on-site stockpiles of debris, dirt or other dusty material shall be covered or watered twice daily.
5. All operations on any unpaved surface shall be suspended if winds exceed 15 mph.
6. Access points shall be washed or swept daily.
7. Construction sites shall be sandbagged for erosion control.
8. Apply nontoxic chemical soil stabilizers according to manufacturers' specifications to all inactive construction areas (previously graded areas inactive for 10 days or more).
9. Cover all trucks hauling dirt, sand, soil, or other loose materials, and maintain at least two feet of freeboard space in accordance with the requirements of California Vehicle Code Section 23114.
10. Pave or gravel construction access roads at least 100 feet onto the site from the main road and use gravel aprons at truck exits.
11. Replace the ground cover of disturbed areas as quickly possible.

Asbestos

Asbestos is a carcinogen and is categorized as a hazardous air pollutant by the USEPA. Asbestos fibers imbedded within construction materials become a health hazard once they are disturbed and rendered airborne, such as through physical contact like building renovation and demolition activities. Asbestos is regulated through the National Emissions Standards for Hazardous Air Pollutants (NESHAP) and SCAQMD is the local enforcement authority for asbestos. The Project would not require the demolition of existing building or structures; therefore, the potential risk from exposure to asbestos during construction is small.

Asbestos also occurs naturally in serpentine and ultramafic rock. Based on the *California Division of Mines and Geology General Location Guide for Ultramafic Rocks in California - Areas More Likely to Contain Naturally Occurring Asbestos*, naturally occurring asbestos has not been shown to occur within in the vicinity of the Project Site. Therefore, the potential risk for naturally occurring asbestos during Project construction is small (Appendix A).

In the event asbestos is found on the site, the Project would be required to comply with SCAQMD and NESHAP standards and protocols. SCAQMD Rule 1403 establishes the survey requirements, notification, and work practice requirements to prevent asbestos emissions during construction activities. By following the required asbestos abatement protocols, the Project impact from asbestos would be less than significant.

Diesel Particulate Matter

The Project would generate diesel particulate matter (DPM) during construction from off-road diesel equipment and trucks. The California Office of Environmental Health Hazard Assessment adopted the Guidance Manual for Preparation of Health Risk Assessments (HRA Guidelines) to provide procedures for use in the Air Toxics Hot Spots Program or for the permitting of existing, new, or modified stationary sources.

The HRA Guidelines provide risk factors based on exposure to toxic substances over a 30-year lifetime. The Proposed Project's construction activity is not expected to be a long-term (i.e., 30-year) source of toxic air contaminant emissions and short-term risk factors have not been developed. Due to the significantly reduced risk from short-term exposure, SCAQMD does not typically require the evaluation of long-term cancer risk or chronic health impacts for construction operations from a project such as the one being proposed. Therefore, potential impacts from short-term exposure to DPM during project construction would be less than significant without the need for a detailed HRA study.

To help further reduce the potential health risks associated with DPM exposure during construction, the following project design features are recommended. Project design features include a recommendation for Tier 4 engines on all off-road diesel equipment. Tier 4 engines, along with the latest national fuel standards, have been shown to yield PM reductions of more than 95 percent from the typical Tier 2 and Tier 3 engines. Thus, ensuring the potential DPM exposure to adjacent sensitive receptors is reduced to the maximum extent feasible.

- DF-2** All diesel construction equipment greater than 50 horsepower should have Tier 4 low emission "clean diesel" engines (OEM or retrofit) that include diesel oxidation catalysts and diesel particulate filters that meet the latest CARB best available control technology.
- DF-3** Construction equipment should be maintained in proper tune.
- DF-4** All construction vehicles should be prohibited from excessive idling. Excessive idling is defined as five minutes or longer.
- DF-5** Minimize the simultaneous operation of multiple construction equipment units, to the maximum extent feasible.
- DF-6** The use of heavy construction equipment and earthmoving activity should be suspended during Air Alerts when the Air Quality Index reaches the "Unhealthy" level.
- DF-7** Establish an electricity supply to the construction site and use electric powered equipment instead of diesel-powered equipment or generators, where feasible.

DF-8 Establish staging areas for the construction equipment as far from adjacent residential homes, as feasible.

DF-9 Use haul trucks with on-road engines instead of off-road engines for on-site hauling.

4.3.2.6 Operation

Toxic Air Contaminants

The Project proposes residential land uses, which do not include major sources of toxic air contaminants emissions that would result in significant exposure of sensitive receptors to substantial pollutant concentrations. Therefore, the Project would have a less than significant impact in this regard.

Would the Project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Less than Significant Impact.

4.3.2.7 Construction

Heavy-duty equipment in the Project Area during construction would emit odors; however, construction activity is temporary. The Project is required to comply with Rule 402 during construction, which states that a person shall not discharge from any source whatsoever such quantities of air contaminants or other materials which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health or safety of any such persons or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property. Therefore, the Project impact from construction odor emissions is less than significant.

4.3.2.8 Operation

Land uses that commonly receive odor complaints include agricultural uses (i.e., farming and livestock), chemical plants, composting operations, dairies, fiberglass molding facilities, food processing plants, landfills, refineries, rail yards, and wastewater treatment plants. The Proposed Project does not contain land uses that would typically be associated with significant odor emissions.

Additionally, the Project would be required to comply with standard building code requirements related to exhaust ventilation, as well as comply with SCAQMD Rule 402, described above. Project related odors would be similar to those of existing residential development in the Project vicinity and as such, are not expected to meet the criteria of being a nuisance. Therefore, Project operation would result in less than significant odor impacts.

4.3.3 Mitigation Measures

No significant impacts were identified; no mitigation measures are required.

4.4 Biological Resources

This section is based on the analysis and recommendations presented in the *Biological Technical Report and MSHCP Consistency Analysis* prepared for the Proposed Project (ECORP 2023, Appendix B). ECORP biologists performed a literature review using the California Natural Diversity Data Base (CNDDDB; California Department of Fish and Wildlife [CDFW] 2021) and the California Native Plant Society (CNPS) Electronic Inventory (CNPS 2022) to determine the special-status plant and wildlife species that have been documented in the vicinity of the Project Site. ECORP also performed a biological reconnaissance survey, a narrow endemic plant habitat assessment, California burrowing owl (*Athene cunicularia*) habitat assessment, and four protocol-level focused burrowing owl surveys (ECORP 2023; Appendix B).

4.4.1 Environmental Setting

4.4.1.1 Vegetation Communities and Land Cover Types

The Project Site is within a developed environment which is generally subjected to repeated and ongoing disturbance from human activities. Due to the Project Site's long history of repeated mechanical disturbance (discing), the Project Site did not contain any natural vegetation communities. The Project Site is better characterized as Disturbed. The Disturbed classification includes areas where the native vegetation community has been heavily influenced by human actions, such as grading, discing, trash dumping, and off-road use, but lacks development. Disturbed is not a vegetation classification, but rather a land cover type and is not typically restricted to a known elevation. The entire 10.93-acre Project Site was classified as Disturbed, and a review of historical aerial photographs show that the Project Site has been actively maintained for many years to be free of vegetation. What little vegetation that remained on the Project Site during surveys (ECORP 2023) was sparse and consisted primarily of nonnative species, such as riggut brome (*Bromus diandrus*), cheatgrass (*Bromus tectorum*), Spanish brome (*Bromus madritensis*), and redstem filaree (*Erodium cicutarium*). The northwest portion of the Project Site contained a few isolated ornamental trees including a nonnative walnut (*Juglans* sp.), common persimmon (*Diospyros virginiana*), and Shamel ash (*Fraxinus uhdei*). One golden rain tree (*Koelreuteria bipinnata*) was also observed in the northeast corner of the Project Site.

4.4.1.2 Plants

Plant species observed on the Project Site were generally characteristic of disturbed urban areas. Dominant plant species observed on the Project Site were nonnative weedy and/or ruderal species including fiddleneck (*Amsinckia* sp.), riggut brome, cheatgrass, Spanish brome, Bermuda grass (*Cynodon dactylon*), Russian thistle (*Salsola tragus*), and greater periwinkle (*Vinca major*). Native plants observed on the Project Site included fiddleneck (*Amsinckia* sp.), blueblossom (*Ceanothus thyrsiflorus*), turkey mullein (*Croton setiger*), and jimsonweed (*Datura wrightii*). A full list of plant species observed on or immediately adjacent to the Project Site is included in Appendix B.

4.4.1.3 Wildlife

The Project Site provided habitat for species adapted to disturbances and urban environments. A total of 23 bird species were observed during the reconnaissance survey and focused burrowing owl surveys, including, but not limited to, red-tailed hawk (*Buteo jamaicensis*), Anna's hummingbird (*Calypte anna*), house finch (*Haemorhous mexicanus*), and mourning dove (*Zenaida macroura*). Three mammal species were observed including California ground squirrel (*Otospermophilus beecheyi*), Virginia opossum (*Didelphis virginiana*), domestic dog (*Canis lupus familiaris*). Two reptile species, side blotched lizard (*Uta stansburiana*) and western fence lizard (*Sceloporus occidentalis*), were also observed during the focused burrowing owl surveys. Additionally, California ground squirrel burrows, suitable for use by burrowing owl, were abundant on the Project Site. A full list of wildlife species observed on or immediately adjacent to the Project Site is included in Appendix B.

4.4.1.4 Soils

According to the Natural Resources Conservation Service (NRCS) Web Soil Survey Database, soils on the Project Site consists of Greenfield sandy loam, two to eight percent slopes, eroded, and Ramona sandy loam, two to five percent slopes, eroded (NRCS 2022).

4.4.1.5 Potential Waters of the U.S.

The Project Site does not include any state or federally protected wetlands or Waters of the U.S. (Appendix B). According to the NRCS, no mapped hydric soils are present on the Project Site.

4.4.1.6 Special-Status Plants

There were 20 special-status plant species that appeared in the literature review and database searches as occurring within five miles of the Project Site (CDFW 2021, CNPS 2022). Of those, two are federally and/or state listed and ten are covered by the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). A list generated from the results of the literature review and the Project Site was evaluated for suitable habitat that could support any of the special-status plant species on the list. Due to the isolated nature of the Project Site from other natural habitats, the fact that it is surrounded by development, the Project site's long history of disturbance, and the lack of mobility for plant species, the results of the literature review were limited to plant species occurring within five miles of the Project Site.

4.4.1.7 Special-Status Wildlife

The literature search documented 44 special-status wildlife species in the database search area, 13 of them are federally and/or state listed and/or candidates for state and/or federal listing, and 28 are species covered by the MSHCP (CDFW 2021). A list generated from the results of the literature review and the Project Site was evaluated for suitable habitat that could support any of the special-status wildlife species on the list. Mechanical disturbances on the Project Site, proximity to residential development, and the presence of anthropogenic influences on the Project Site likely preclude many of these species from occurring.

4.4.2 Biological Resources (IV) Environmental Checklist and Discussion

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Less than Significant with Mitigation Incorporated.

The Project Site, which consisted wholly of disturbed land, largely devoid of native vegetation, did not support any natural vegetation communities, as defined by *A Manual of California Vegetation*, 2nd Edition. The Project Site is better characterized as Disturbed. The Disturbed classification includes areas where the native vegetation community has been heavily influenced by human actions, such as grading, discing, trash dumping, and off-road use, but lacks development. Disturbed is not a vegetation classification, but rather a land cover type and is not typically restricted to a known elevation. The literature review and database searches identified 20 special-status plant species that occur within five miles of the Project Site. However, due to the isolated nature of the Project Site from natural habitats, the fact that it is surrounded by development, the Project site’s long history of disturbance, and the lack of mobility for plant species, all of the 20 plant special-status plant species identified within five miles of the Project site were presumed absent due to lack of suitable habitat (including elevation, soils, and vegetation community associations) on the Project site. No special-status, rare or narrow endemic plant species are expected to occur on the Project Site and no impacts to special-status, rare, or narrow endemic species are expected with the development of the Project Site. Therefore, no additional surveys or mitigation measures for special-status plant species are recommended at this time.

Of the 44 special-status wildlife species identified in the literature search, one species was determined to have a high potential to occur, one was determined to have a low potential to occur, and the remaining 42 species were presumed absent. Burrowing owl was found to have a high potential to occur on the Project Site and the Project Site is located within a MSHCP-designated survey area for burrowing owl (Appendix B). The biological reconnaissance survey and habitat assessment determined that suitable burrowing owl habitat was present on the Project Site, including California ground squirrel burrows that provided suitable burrow habitat. Due to the presence of suitable burrowing owl habitat, focused breeding season surveys were required per the MSHCP. Four protocol-level focused surveys for burrowing owl were conducted by ECORP biologists on June 24, July 1, July 29, and August 2, 2022, within the Survey Area according to the MSHCP *Burrowing Owl Survey Instructions*. Although potentially suitable habitat was present in the Survey Area, no burrowing owls or occupied burrows (e.g., burrowing containing whitewash, pellets, feathers, bones of prey items) were observed during the protocol-level focused surveys for burrowing owl. A total of 15 potential burrowing owl burrows were recorded within the Survey Area; of those 15 potential burrows, 12 were located within the Project Site, and the remaining three were

located south of the Project Site within the 500-foot buffer. However, due to the mobile nature of the species, it is possible that burrowing owls could use the Project Site prior to the start of Project activities. If burrowing owls are present on the Project Site, direct impacts in the form of ground disturbance, vegetation removal, habitat loss, and mortality and indirect impacts from construction noise and vibrations may occur. Impacts to burrowing owl would be less than significant with the implementation of Mitigation Measures BIO-1 and BIO-2.

Loggerhead shrike (*Lanius ludovicianus*) was determined to have a low potential to occur due to the presence of suitable foraging and nesting habitat, and historical CNDDDB occurrences within five miles of the Project Site. Limited foraging habitat for this species was present within the disturbed land and the presence of small trees could provide nesting habitat for the species. Direct impacts in the form of ground disturbance, vegetation removal, habitat loss, and mortality and indirect impacts from construction noise and vibrations may occur if loggerhead shrike is present on the Project Site. However, impacts to loggerhead shrike would be less than significant with the implementation of Mitigation Measures BIO-2 and BIO-3.

The trees and shrubs immediately adjacent to the Project Site, and the disturbed land on the Project Site could provide nesting habitat for nesting birds and raptors protected by the Migratory Bird Treaty Act (MBTA) and California Fish and Game Code. The timing of the nesting season varies greatly depending on several factors, such as the bird species, weather conditions in any given year, and long-term climate changes (e.g., drought, warming). and changing climate conditions may result in the nesting bird season occurring earlier and later in the year than historical nesting season dates. To ensure compliance with all applicable laws pertaining to nesting birds and to avoid take of nests, a nesting bird survey should be conducted prior to initial ground disturbance regardless of the time of year. If nesting birds are present on the Project Site, ground-disturbing construction activities could directly affect nesting birds and other birds protected by the MBTA and their nests through the removal of habitat on the Project site, and indirectly through increased noise, vibrations, and increased human activity. Impacts to nesting birds would be less than significant with the implementation of Mitigation Measure BIO-2 and BIO-3.

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

No Impact.

The Project Site consists of disturbed land, which supported nonnative and ruderal species. The Project Site does not contain riparian habitat or other sensitive natural communities. No impacts to sensitive natural communities would result from the development of the Proposed Project.

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

No Impact.

No federal or state jurisdictional waters or wetlands were observed on the Project Site during the biological reconnaissance survey and no federal or state jurisdictional waters or wetlands were identified on or immediately adjacent to the Project Site during the literature review (USFWS 2022). Therefore, it was determined that the Project Site does not include waters or wetlands that are potentially jurisdictional to the U.S. Army Corps of Engineers, CDFW, or Regional Water Quality Control Board (RWQCB). No impacts state or federally protected wetlands and/or water will result from the development of the Project.

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

No Impact.

The Project Site is located adjacent to areas containing existing disturbances (e.g., roadways, commercial and residential developments). The Project Site could provide wildlife movement opportunities since it consists of open and unimpeded land. However, the Project Site would not be considered a corridor because it is bounded by residential developments to the north, west, and east and has a long history of anthropogenic disturbance. Additionally, there are no features on site that would facilitate wildlife movement and little to no cover for larger animals. No migratory wildlife corridors or native wildlife nursery sites were identified within the Project Site. No impacts to these resources are expected to occur during the development of the Project Site.

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Less than Significant Impact.

The MSHCP provides for the protection and preservation of important and significant biological resources consistent with local, state and federal regulations. As a local permittee, the City has adopted the MSHCP and complies with all applicable requirements when considering actions associated with the General Plan’s implementation.

The City of Beaumont does not have a Tree Preservation Policy or Ordinance. Furthermore, there are no guidelines in the BMC that protect or maintain biological resources. Therefore, impacts would be less than significant and no mitigation is required.

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Less than Significant with Mitigation Incorporated.

4.4.2.1 Habitat Conservation Plans and Natural Community Conservation Plans

The Project Site is located within the planning area for the Western Riverside MSHCP. The Project Site is not located within any Conservation Areas, Criteria Cells, or Subunit designations according to the MSHCP. The Project Site is located within a MSHCP-designated survey area for burrowing owl and two narrow endemic plant species (Yucaipa onion [Marvin’s onion, *Allium marvinii*] and many-stemmed dudleya [*Dudleya multicaulis*]). The Project Site contained suitable habitat for burrowing owl, but no suitable habitat for Yucaipa onion or many-stemmed dudleya was present. Implementation of Mitigation Measure BIO-1 would be consistent with the MSHCP requirements, and as detailed below, is required to reduce potential impacts to burrowing owl to a less than significant level.

4.4.2.2 Western Riverside County MSHCP Consistency Analysis

The Project Site is located within the planning area for the MSHCP, but outside of any Cell Groups, Criteria Cells, and Subunit designations. Section 6.0 of the MSHCP requires assessment of the potential effects from the Project on biological resources including riparian/riverine areas, vernal pools, and fairy shrimp, burrowing owl, and narrow endemic plant species. In addition, the MSHCP requires an Urban/Wildlands Interface analysis be conducted to address the indirect effects associated with locating proposed development in proximity of MSHCP Conservation Areas. These resources were assessed during the reconnaissance survey and are discussed below in relation to the Project.

The Proposed Project consists of the construction of apartment building development which is a covered activity under the MSHCP for areas outside of Criteria Area (RCTLMA 2022). Since development of the Project site is a covered activity within the MSHCP (see section 7.1 for Covered Activities Outside Criteria

Area), it is an allowable use that has been contemplated within the MSHCP (RCTLMA 2022). However, projects that are covered still need to demonstrate compliance with Section 6.0 and other requirements of the MSHCP.

4.4.2.3 Riparian/Riverine, Vernal Pool, and Fairy Shrimp Habitat Assessment (MSHCP Section 6.1.2)

In accordance with Section 6.1.2 of the MSHCP, a habitat assessment was performed for riparian and riverine communities, vernal pools, and fairy shrimp. The Project Site contained neither vernal pool habitat nor suitable habitat for fairy shrimp. No riparian vegetation was observed and no defined channels or drainages were identified on the Project Site. Additionally, the Project Site did not contain any riverine resources. Therefore, no impacts to these resources are expected.

4.4.2.4 Narrow Endemic Plant Species (MSHCP Section 6.1.3)

The Regional Conservation Authority's (RCA) MSHCP Information Map was reviewed to determine whether the Project Site is located within a Narrow Endemic Plant Species Survey Area (NEPSSA), in accordance with Section 6.1.3 of the MSHCP. The Project Site is located within a NEPSSA for the following narrow endemic plant species: Yucaipa onion (Marvin's onion) and many-stemmed dudleya. Although the Project Site occurs within the appropriate elevation range for Yucaipa onion and records have been identified within five miles of the Project Site, Yucaipa onion was not observed during any of the surveys, and no chaparral habitat or clay soils suitable for the species were present on the Project Site. The soils on site consist of Greenfield sandy loam and Ramona sandy loam, which are not suitable for the species.

Although the Project Site is located within a designated MSHCP survey area for many-stemmed dudleya, this species was not observed during any of the surveys, and no suitable chaparral, coastal sage scrub, or grassland habitat with clay and/or cobbly clay soils exists on the Project site. The soils on site consist of Greenfield sandy loam and Ramona sandy loam, which are not suitable for the species. Additionally, no records of this species were identified within the database searches. The closest record of this species was from 1981 and was located approximately 27 miles southwest of the Project site near Lake Mathews.

4.4.2.5 Urban/Wildlands Interface Guidelines (MSHCP Section 6.1.4)

The requirements for Urban/Wildlands Interface for the management of edge factors do not apply to this Project Site because the Project Site is not situated adjacent to any MSHCP-designated conserved lands. The nearest MSHCP-designated conserved lands area is located approximately 2.0 miles south and 2.9 miles northeast of the Project Site. Therefore, there will be no net long-term increase of edge impacts occurring as a result of Project development.

4.4.2.6 Additional MSHCP Required Surveys (MSHCP Section 6.3.2)

The RCA MSHCP Information Map (2021) was reviewed to determine if the Project Site is located with any other MSHCP-designated survey areas. A review of the Information Map determined that the site is not located within an area where additional surveys are required for any amphibian, mammal, or other criteria

area species. However, the search identified that the Project Site is located within the burrowing owl survey area.

The Project Site contains suitable burrowing owl habitat within the disturbed open areas. The soils within the Project Site are also suitable for burrowing owl. California ground squirrel burrows, which could support burrowing owls, were present on the Project Site. Pursuant to MSHCP Section 6.3.2, burrowing owl surveys shall be conducted if the Project Site contains natural or manufactured structures that could potentially support burrowing owls or burrowing owls are observed during the habitat assessment. Due to the presence of suitable California ground squirrel burrows on the Project Site, focused burrowing owl surveys were required.

Four protocol-level focused surveys for burrowing owl were conducted by ECORP biologists on June 24, July 1, July 29, and August 2, 2022, within the survey area. Although potentially suitable habitat was present in the survey area, no burrowing owls or occupied burrows (e.g., burrowing containing whitewash, pellets, feathers, bones of prey items) were observed during the protocol-level focused surveys for burrowing owl. A total of 15 potential burrowing owl burrows were recorded within the Survey Area; of those 15 potential burrows, 12 were located within the Project Site and the remaining three were located south of the Project Site, within the 500-foot buffer. No burrowing owls or occupied burrowing owl burrows were observed or detected during the protocol-level focused surveys for burrowing owl.

Due to the mobile nature of the species, the previous documentation of potential burrows, identified occupied burrow complexes and burrows, and based on the presence of California ground squirrel activity, it is possible for burrowing owl to occupy the Project Site before the start of construction of the Project. Therefore, a pre-construction surveys for burrowing owl will be required prior to initial ground disturbance. The MSHCP *Burrowing Owl Survey Instructions* (RCTLMA 2006) required a pre-construction survey to be conducted within 30 days prior to ground disturbance activities. However, following the finalization of the MSHCP, CDFW published revised guidance within the CDFW *Staff Report on Burrowing Owl Mitigation* (California Department of Fish and Game [CDFG] 2012), which recommends two surveys be conducted. The first survey should be conducted between 30 and 14 days prior to initiating ground disturbance and the second survey should be conducted within 24 hours prior to ground disturbance.

The Project Site is also located within a NEPSSA for the following narrow endemic plant species: Yucaipa onion (Marvin's onion) and many-stemmed dudleya. However, no chaparral habitat or clay soils suitable for Yucaipa onion were present on the Project Site and no chaparral, coastal sage scrub, or grassland habitat with clay and/or cobbly clay soils suitable for many-stemmed dudleya were present on the Project Site. The soils on the Project Site consist of Greenfield sandy loam and Ramona sandy loam, which are not suitable for either of these species. Due to the lack of suitable habitat, these species are presumed absent, and no additional surveys will be required for narrow endemic plants.

4.4.3 Mitigation Measures

BIO-1: Burrowing Owl Pre-Construction Surveys and Avoidance: The Project Area was determined to be suitable for burrowing owl due to the presence of suitable habitat and recent records of the species that have been recorded near the Project Site. Prior to ground disturbing activities, a qualified wildlife biologist (i.e., a wildlife biologist with previous

burrowing owl survey experience) shall conduct pre-construction surveys of the Project Site, plus a 500-foot buffer, to locate active breeding or wintering burrowing owls and burrowing owl burrows between 30 and 14 days prior to construction. The survey methodology will be consistent with the methods outlined in the CDFW *Staff Report on Burrowing Owl Mitigation* (CDFG 2012) and will consist of walking parallel transects 20 to 60 feet apart, adjusting for vegetation height and density as needed, and noting any potential burrows with fresh burrowing owl sign or presence of burrowing.

A qualified biologist shall conduct an additional pre-construction survey of the Project Site plus an approximately 500-foot buffer no more than 24 hours prior to the start of ground-disturbing activities associated with construction activities to identify any additional burrowing owls or burrows necessitating avoidance, minimization, or mitigation measures. The results of the survey should be submitted to the City and CDFW within five days of survey completion.

If no burrowing owls are observed during the survey, Project Site preparation and construction activities may begin, and no further action is necessary. If burrowing owls are found to be present, then avoidance or minimization measures shall be undertaken in consultation with the City and CDFW. CDFW shall be sent written notification within 48 hours of detection of burrowing owls. If active burrowing owl burrows are detected, the Project Applicant shall not commence activities until no sign is present that the burrows are being used by adult or juvenile owls or following CDFW approval of a Burrowing Owl Plan as described below. If owl presence is difficult to determine, a qualified biologist shall monitor the burrows with motion-activated trail cameras for at least 24 hours to evaluate burrow occupancy. The onsite qualified biologist will verify the nesting effort has finished according to methods identified in the Burrowing Owl Plan.

The Burrowing Owl Plan shall be prepared in accordance with guidelines in the CDFG *Staff Report on Burrowing Owl* (March 2012) and MSHCP. The qualified biologist and Project Applicant shall coordinate with the City, CDFW, and USFWS to develop a Burrowing Owl Plan to be approved by the City, CDFW, and USFWS prior to commencing Project activities. The Burrowing Owl Plan shall describe proposed avoidance, relocation, monitoring, minimization, and/or mitigation actions. The Burrowing Owl Plan shall include the number and location of occupied burrow sites and details on proposed buffers if avoiding the burrowing owls or information on the adjacent or nearby suitable habitat available to owls for relocation. If no suitable habitat is available nearby for relocation, details regarding the creation and funding of artificial burrows (numbers, location, and type of burrows) and management activities for relocated owls shall also be included in the Burrowing Owl Plan. The City and Project Applicant shall implement the Burrowing Owl Plan following CDFW and USFWS review and approval.

If burrowing owls are observed within Project Site during Project implementation and construction, the Project Applicant shall notify CDFW immediately in writing within 48 hours of detection. A Burrowing Owl Plan shall be submitted to CDFW for review and approval

within two weeks of detection and no Project activity shall continue within 1,000 feet of the burrowing owls until CDFW approves the Burrowing Owl Plan. The City and the Project Applicant shall be responsible for implementing appropriate avoidance and mitigation measures, including burrow avoidance, passive or active relocation, or other appropriate mitigation measures as identified in the Burrowing Owl Plan.

If ground-disturbing activities occur but the Project Site is left undisturbed for more than 30 days, a preconstruction survey for burrowing owl shall be conducted and reported to CDFW as described above. If a burrowing owl is found, the same coordination described above shall be necessary.

A final letter report shall be prepared by the qualified biologist documenting the results of the passive relocation. The letter shall be submitted to CDFW prior to the start of Project activities.

BIO-2: Biological Monitoring: A qualified biologist shall be present to monitor all initial ground-disturbing and vegetation-clearing activities conducted for the Project. During each monitoring day, the biological monitor shall perform clearance survey “sweeps” at the start of each workday that vegetation clearing takes place to minimize impacts on special-status species with potential to occur. The monitor will be responsible for ensuring that impacts to special-status species, nesting birds, and active nests will be avoided to the greatest extent possible. Biological monitoring shall take place until the Project Site has been completely cleared of any vegetation. If an active nest is identified, the biological monitor shall establish an appropriate disturbance limit buffer around the nest using flagging or staking. Construction activities shall not occur within any disturbance limit buffer zones until the nest is deemed no longer active by the biologist. If special-status wildlife species are detected during biological monitoring activities, then consultation with the USFWS and/or CDFW shall be conducted, and a mitigation plan shall be developed to avoid and offset impacts to these species. Mitigation measures may consist of work restrictions or additional biological monitoring activities after ground-disturbing activities are complete.

BIO-3: Pre-Construction Survey for Nesting Birds: Regardless of the time of year, the Project Applicant shall ensure a nesting bird survey is completed prior to the start of any development activities (such as ground disturbance, construction activities, and/or removal of trees and vegetation) within the Project Site. This will avoid violations of the MBTA and California Fish and Game Code Sections 3503, 3503.5, and 3513. The pre-construction nesting bird survey shall include the Project Site and adjacent areas where Project activities have the potential to cause nest failure.

The survey results shall be provided to the City’s Planning Department. The Project Applicant shall adhere to the following:

- Applicant shall designate a qualified biologist experienced in: identifying local and migratory bird species of special concern; conducting bird surveys using appropriate survey methodology; nesting surveying techniques, recognizing breeding and

nesting behaviors, locating nests and breeding territories, and identifying nesting stages and nest success; determining/establishing appropriate avoidance and minimization measures; and monitoring the efficacy of implemented avoidance and minimization measures.

- Pre-construction surveys shall be conducted at the appropriate time of day/night, during appropriate weather conditions, no more than three days prior to the initiation of Project activities. Surveys shall encompass all suitable areas including trees, shrubs, bare ground, burrows, cavities, and structures. Survey duration shall take into consideration the size of the Project Site; density, and complexity of the habitat; number of survey participants; survey techniques employed; and shall be sufficient to ensure the data collected is complete and accurate.

If no nesting birds are observed during the survey, Project Site preparation and construction activities may begin. If nesting birds (including nesting raptors) are found to be present, then avoidance or minimization measures shall be undertaken in consultation with the City and CDFW. Measures shall include immediate establishment of an appropriate buffer zone to be established by a qualified biologist, based on their best professional judgement and experience. The buffer around the nest shall be delineated and flagged, and no construction activity shall occur within the buffer area until a qualified biologist determines nesting species have fledged and the nest is no longer active, or the nest has failed. The qualified biologist shall monitor the nest at the onset of Project activities, and at the onset of any changes in such Project activities (e.g., increase in number or type of equipment, change in equipment usage, etc.) to determine the efficacy of the buffer. If the qualified biologist determines that such project activities may be causing an adverse reaction, the qualified biologist shall adjust the buffer accordingly or implement alternative avoidance and minimization measures, such as redirecting or rescheduling construction or erecting sound barriers. All work within these buffers will be halted until the nesting effort is finished (i.e., the juveniles are surviving independent from the nest) or failed. The onsite qualified biologist will review and verify compliance with these nesting avoidance buffers and will verify the nesting effort has finished. Work can resume within these avoidance areas when no other active nests are found.

Upon completion of the survey and nesting bird monitoring, a report shall be prepared and submitted to the City for mitigation monitoring compliance record keeping.

4.5 Cultural Resources

ECORP Consulting, Inc. prepared the *Cultural Resources Inventory and History Evaluation Report* (ECORP 2022; Appendix C) for the Proposed Project to determine if cultural resources were present in or adjacent to the Project Area and assess the sensitivity of the Project Area for undiscovered or buried cultural resources. Cultural resources include prehistoric archaeological sites, historic archaeological sites, and historic structures, and generally consist of artifacts, food waste, structures, and facilities made by people in the past. Prehistoric archaeological sites are places that contain the material remains of activities carried

out by the native population of the area (i.e., Native Americans) prior to the arrival of Europeans in Southern California. Places that contain the material remains of activities carried out by people during the period when written records were produced after the arrival of Europeans are considered historic archaeological sites. Historic structures include houses, garages, barns, commercial structures, industrial facilities, community buildings, and other structures and facilities that are more than 50 years old. Historic structures may also have associated archaeological deposits, such as abandoned wells, cellars, privies, refuse deposits, and foundations of former outbuildings.

4.5.1 Cultural Resources (V) Environmental Checklist and Discussion

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Less Than Significant with Mitigation Incorporated.

The records search indicated that 33 previous cultural resource studies have been conducted within one mile of the Project Area, none of which encompass the Project Site. No resources have previously been recorded within the Project Area as a result of those studies. However, 15 historic-period resources have been recorded within one mile of the Project Area. These include eight single-family properties, two transmission lines, one highway/trail, one railroad, one water conveyance system, one area of landscaping with associated refuse scatter, and one cemetery (ECORP 2022).

As a result of the field survey, one historic-period resource was recorded on the Project Area: a historic-period concrete foundation with vault and a concrete pad measuring. The entire feature is approximately eight inches above ground surface. The site is disturbed from weed abatement and possible discing, and structures are no longer located in the Project Area. Historic maps and aerial photographs indicate the foundation was likely constructed between 1967 and 1972 as two structures are visible adjacent to the site. Although it is not clear in the aerial photographs to discern what the structures were used for, it is likely they were used for agricultural purposes. The structures were no longer visible by 2002 (ECORP 2022).

The historic-period concrete foundation with vault has been evaluated as not eligible for the National Register of Historic Places or the California Register of Historical Resources under any criteria (ECORP 2023b; Appendix C). No impact to known historical resources would occur; however, the potential always exists for ground-disturbing activities to reveal previously unknown archaeological deposits that may represent historical resources. Compliance with the unanticipated discovery procedures in Mitigation Measures CUL-1 and CUL-2 will reduce that impact to less than significant.

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Less than Significant with Mitigation Incorporated.

The cultural resources inventory for the project (ECORP 2023b) resulted in the identification of one archaeological resource (historic-era concrete foundation and vault) that was evaluated for significance and found to be not a historical resource. Similarly, this resource does not constitute a unique archaeological resource, as defined in Section 21083.2 of the Public Resources Code.

In addition, ECORP received the results of the Sacred Lands File search by the Native American Heritage Commission (NAHC) on April 10, 2022. The search of the Scared Lands File was negative and failed to indicate the presence of Native American cultural resources in the Project Area. While the search of the Sacred Lands File failed to indicate the presence of sacred lands, the search results alone do not preclude the presence of resources of important to Native American groups in the vicinity and further data gathering efforts as part of tribal consultation were completed by the lead agency to ensure the potential sensitivity for Native American resources was understood. Correspondence between the NAHC and ECORP is included in Appendix C and information regarding the City’s Native American outreach under Assembly Bill (AB) 52 and Tribal Cultural Resources is provided in Section 4.18.

The Project Area contains Pleistocene and Holocene sediments that can be contemporaneous with human occupation of the region. Although no precontact resources were identified during the field survey, due to the presence of Pleistocene and Holocene alluvial deposits within the Project Area, there exists a low to moderate potential for buried precontact archaeological sites within the Project Site. Implementation of mitigation measures CUL-1 and CUL-2 would ensure that impacts to archaeological resources would be less than significant.

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
c) Disturb any human remains, including those interred outside of dedicated cemeteries?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Less than Significant with Mitigation Incorporated.

No human remains or dedicated cemeteries were identified during the background research, field survey, and property significance evaluation. However, compliance with California Health and Safety Code Section 7050.5 governing the discovery, notification, disposition and treatment of discovered human remains and related grave goods would be adhered to during Project construction. The discovery of human remains would require handling in accordance with PRC 5097.98, which states that in the event that human remains are discovered during construction, construction activity shall be halted and the area shall be

protected until consultation and treatment can occur as prescribed by law. In the event that human remains are unearthed during construction or demolition activities, implementation of mitigation measures CUL-1 and CUL-1 would ensure that impacts to unanticipated human remains are less than significant.

4.5.2 Mitigation Measures

CUL-1: If subsurface deposits believed to be cultural or human in origin are discovered during construction, all work must halt within a 100-foot radius of the discovery. A qualified professional archaeologist, meeting the Secretary of the Interior's Professional Qualification Standards for pre-contact and historic archaeologist, shall be retained to evaluate the significance of the find, and shall have the authority to modify the no-work radius as appropriate, using professional judgment. The following notifications shall apply, depending on the nature of the find:

- If the professional archaeologist determines that the find does not represent a cultural resource, work may resume immediately, and no agency notifications are required.
- If the professional archaeologist determines that the find does represent a cultural resource from any time period or cultural affiliation, the archaeologist shall immediately notify the lead federal agency, the lead CEQA agency, and landowner. The agencies shall consult on a finding of eligibility and implement appropriate treatment measures, if the find is determined to be a Historical Resource under CEQA, as defined in Section 15064.5(a) of the CEQA Guidelines or a historic property under Section 106 of the National Historic Preservation Act (NHPA), if applicable. Work may not resume within the no-work radius until the lead agencies, through consultation as appropriate, determine that the site either: 1) is not a Historical Resource under CEQA or a Historic Property under Section 106; or 2) that the treatment measures have been completed to their satisfaction.
- If the find includes human remains, or remains that are potentially human, they shall ensure reasonable protection measures are taken to protect the discovery from disturbance (AB 2641) by maintaining at least 50 feet of buffer in all directions. The archaeologist shall notify the County Coroner (per Section 7050.5 of the Health and Safety Code). The provisions of Section 7050.5 of the California Health and Safety Code, Section 5097.98 of the California PRC, and AB 2641 will be implemented. If the Coroner determines the remains are Native American and not the result of a crime scene, the Coroner will notify the NAHC, which then will designate a Native American Most Likely Descendant (MLD) for the Project (Section 5097.98 of the PRC). The designated MLD will have 48 hours from the time access to the property is granted to make recommendations concerning treatment of the remains. If the landowner does not agree with the recommendations of the MLD, the NAHC can mediate (Section 5097.94 of the PRC). If no agreement is reached, the landowner must rebury the remains where they will not be further disturbed (Section 5097.98 of

the PRC). This will also include either recording the site with the NAHC or the appropriate Information Center; using an open space or conservation zoning designation or easement; or recording a reinternment document with the county in which the property is located (AB 2641). Work may not resume within the no-work radius until the lead agencies, through consultation as appropriate, determine that the treatment measures have been completed to their satisfaction.

CUL-2: At the onset of construction, a Worker Environmental Awareness Program (WEAP) will be developed by the qualified professional archaeologist. A qualified professional archaeologist with experience with sensitive cultural resources in the region will present the WEAP to all personnel working in the Project Area (either temporarily or permanently) prior to the start of project activities. The WEAP may be videorecorded and used to train newly hired workers or those not present for the initial WEAP. The WEAP could include, but will not be limited to: discussions of the sensitive cultural resources associated with the project, project-specific measures to avoid or eliminate impacts to these resources, consequences for not complying with project permits and agreements, and contact information for the lead archaeologist. Logs of personnel who have taken the training will be kept on the site at the construction or project office.

4.6 Energy

This section analyzes energy consumption due to the potential direct and indirect environmental impacts associated with the Project. Such impacts include the depletion of nonrenewable resources (e.g., oil, natural gas, coal) and emissions of pollutants during the construction and operational phases. The impact analysis below focuses on the four sources of energy that are relevant to the Proposed Project: electricity, natural gas, the equipment-fuel necessary for Project construction, and the automotive fuel necessary for Project operations.

4.6.1 Environmental Setting

4.6.1.1 Introduction

Energy usage includes both direct and indirect sources of emissions. Direct sources of emissions include onsite natural gas usage (non-hearth) for heating, while indirect emissions include electricity generated by offsite power plants. Natural gas use is measured in units of a thousand British thermal units per size metric for each land use subtype and electricity use is measured in Kilowatt Hours (kWh) per size metric for each land use subtype.

CalEEMod divides building electricity and natural gas use into uses that are subject to Title 24 standards and those that are not. Lighting electricity usage is also calculated as a separate category in CalEEMod. For electricity, Title 24 uses include the major building envelope systems covered by Part 6 (California Energy Code) of Title 24, such as space heating, space cooling, water heating, and ventilation. Non-Title 24 uses include all other end uses, such as appliances, electronics, and other miscellaneous plug-in uses.

CalEEMod makes lighting a separate category because some lighting is not considered as part of the building envelope energy budget.

For natural gas, uses are likewise categorized as Title 24 or Non-Title 24. Title 24 uses include building heating and hot water end uses. Non-Title 24 natural gas uses include cooking and appliances (including pool/spa heaters).

Electricity use is measured in kWh, and natural gas use is measured in therms. Vehicle fuel use is typically measured in gallons (e.g., of gasoline or diesel fuel), although energy use for electric vehicles is measured in kWh. The electricity consumption associated with all nonresidential uses in Riverside County from 2016 to 2020 is shown in Table 4.6-1. As indicated, the demand has increased since 2016.

Table 4.6-1. Residential Electricity Consumption in Riverside County 2016-2020	
Year	Electricity Consumption (kilowatt hours)
2020	8,843,231,701
2019	7,681,424,150
2018	7,646,485,987
2017	7,636,566,993
2016	7,171,695,160

Source: California Energy Commission (CEC) 2021

The natural gas consumption associated with all nonresidential uses in Riverside County from 2016 to 2020 is shown in Table 4.6-2. As indicated, the demand has increased since 2016.

Table 4.6-2. Residential Natural Gas Consumption in Riverside County 2016-2020	
Year	Natural Gas Consumption (therms)
2020	302,049,299
2019	304,776,599
2018	259,344,553
2017	254,095,676
2016	252,688,320

Source: CEC 2021

4.6.2 Energy (VI) Environmental Checklist and Discussion

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during Project construction or operation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Less than Significant Impact.

The Project would be required to provide onsite renewable energy photovoltaic installations (solar panels), as required by the latest 2019 CA Energy Code requirements. The Energy Code requires all new residential construction to achieve net-zero emissions associated with electricity usage through the use of onsite renewable sources. However, this analysis is conservative and does not include emissions reductions from renewables (Appendix A). The three main types of energy expected to be consumed by the Project include electricity, natural gas, and petroleum products in the form of gasoline and diesel fuel. The California Emissions Estimator Model Version 2020.4.4 (CalEEMod) was used to calculate energy usage from project construction and operational activities (Refer to Appendix L for the CalEEMod calculations) (RK Engineering Group, Inc., 2023).

Electricity Consumption

Construction

Electricity usage during Project construction may include lighting, electric equipment, and mobile office uses, however, CalEEMod does not calculate electricity usage during construction. During construction electricity usage is anticipated to be short-term and relatively minor compared to the operational demand, and therefore electricity usage during this phase is not factored into this analysis (RK Engineering Group, Inc. 2023).

Operation

Electricity usage during Project operations would include building heating and cooling, lighting, appliances, electronics, mechanical equipment, parking lot lighting, and electric vehicle charging. Indirect electricity usage would also be utilized to supply, distribute, and treat water and wastewater. Electricity would be provided by Southern California Edison (RK Engineering Group, Inc. 2023).

Natural Gas Consumption

The Project would use natural gas for building heating and cooling and gas water heaters. Natural gas is not expected to be used during construction in any significant quantities and is not included in the overall calculation of the Project’s natural gas consumption (RK Engineering Group, Inc. 2023).

Petroleum Consumption

The Project's consumption of energy from petroleum products is primarily from transportation-related activities, which include gasoline and diesel fuel usage for auto and truck trips during construction and operation and off-road equipment usage during construction. CalEEMod was used to estimate the Project's petroleum energy consumption.

Construction

Construction of the project is estimated to last approximately 18 months and include site preparation, grading, building construction, paving, and architectural coating phases. Construction activities would consume energy in the form of motor vehicle fuel (gasoline and diesel) for off-road construction equipment and on-road vehicle trips. Vehicle trips include workers, vendors, and haulers traveling to and from the Project Site (RK Engineering Group, Inc. 2023).

Table 6 in Appendix L shows the project's energy consumption for all off-road equipment during construction. All off-road equipment is assumed to run on diesel fuel. As shown in Table 6 the Project is anticipated to consume approximately 50,680 gallons of diesel fuel for construction off-road equipment usage. Table 7 in Appendix L shows the Project's energy consumption from on-road vehicle trips during construction, of which approximately 33,996 gallons would be gasoline consumption and approximately 683,702 gallons would be for diesel fuel usage (RK Engineering Group, Inc. 2023).

Operation

The Project would consume energy from auto and truck trips generated by the proposed land use. Operational vehicle trips are associated with workers, residents, and vendors/non-workers (i.e., delivery, service, maintenance vehicles, etc.) traveling to and from the Project Site. Table 8 in Appendix L shows the annual operational trips energy consumption data, which is estimated to be approximately 166,355 gallons of gasoline consumption and approximately 12,446 gallons of diesel consumption annually (RK Engineering Group, Inc. 2023).

Appendix L of this document provides a detailed breakdown of Project energy consumption for electricity usage, natural gas consumption, construction petroleum consumption, and operational petroleum consumption. Refer to Appendix L for the detailed tables. Table 4.6-1 provides a summary of the Project's estimated annual operational energy consumption.

Table 4.6-3. Total Operational Energy Consumption	
Activity	Annual Energy Consumption (MBtu/yr)
Electricity	5,429.76
Natural Gas	2,904.17
Petroleum	21,743.78
Total Annual Energy Consumption	30,077.71

Source: Table 9 of the Energy Conservation Analysis (RK Engineering Group, Inc. 2023)

As shown in Table 4.6-3, the total operational energy consumption would be approximately 30,078 MBtu/year. The Project is required to comply with the mandatory requirements of California’s Building Efficiency Standards (Title 24, Part 6) to reduce energy consumption. California’s building standards are some of the strictest in the nation and the Project’s compliance with the Building Code will ensure that the Project would not result in the wasteful, inefficient, or unnecessary consumption of energy. The California Building Code is designed to reduce the amount of energy used to heat or cool a building, reduce energy usage for lighting and appliances and promote usage of energy from renewable sources. Additionally, the Project would provide solar installations to satisfy the prescribed Energy Design Ratings from the Energy Code and in doing so would significantly reduce the Project’s reliance on fossil fuels for building energy (RK Engineering Group, Inc, 2023).

Compliance with the California Green Building Standards Code would ensure that modern energy efficiency standards are met for the Project’s energy-demanding components. In addition, *Sustainable Beaumont: The City’s Roadmap to Greenhouse Gas Reductions* (Sustainable Beaumont), Goal 10, requires project applicants to demonstrate sufficient consistency with the City’s Greenhouse Gas (GHG) reduction goals by way of energy efficiency, renewable energy use, and other options that provide predictable GHG reductions. Compliance with the California Green Building Standards Code and the City’s GHG reduction plan would prevent wasteful, inefficient, or unnecessary consumption of energy resources. Therefore, impacts would be less than significant.

Petroleum fuel (such a diesel and gasoline) necessary for Project construction would be required for the operation and maintenance of construction equipment and the transportation of materials to the Project Site. The fuel expenditure necessary to construct the physical building and infrastructure would be temporary, lasting only as long as Project construction. As such, Project construction would have a nominal effect on local and regional energy supplies. No unusual Project characteristics would necessitate the use of construction equipment that would be less energy efficient than at comparable construction sites in the region or the state. Construction contractors would purchase their own gasoline and diesel fuel from local suppliers and would judiciously use fuel supplies to minimize costs due to waste and subsequently maximize profits. Additionally, construction equipment fleet turnover and increasingly stringent state and federal regulations on engine efficiency combined with state regulations limiting engine idling times and requiring recycling of construction debris, would further reduce the amount of transportation fuel demand during Project construction. For these reasons, it is expected that construction fuel consumption associated with the Project would not be any more inefficient, wasteful, or unnecessary than other similar development projects of this nature. Impacts would be less than significant.

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Less Than Significant Impact.

The Project would be required to comply with the mandatory requirements of the latest 2019 California Building Standards Code, including Title 24, Part 11, CALGreen and Title 24, Part 6, Energy Code. The purpose of the building standards is to reduce negative impacts on the environment through improved planning and design, energy efficiency, water efficiency and conservation and material and resource conservation. The California Building Standards were developed to help meet the requirements of the Global Warming Solutions Act (AB 32). Southern California Edison (SCE) would provide electricity for Project operations. SCE is subject to the requirements of California Senate Bill 100 (SB 100), which is the most stringent and current energy legislation in the state. SB 100 requires that renewable energy resources and zero-carbon resources supply 100 percent of retail sales of electricity to California end-use customers and 100 percent of electricity acquired to serve all state agencies by December 31, 2045 (RK Engineering Group, Inc. 2023).

Additionally, the Project would be designed in a manner that is consistent with relevant energy conservation plans designed to encourage development that results in the efficient use of energy resources. The Project would include solar panels for each building. Relevant energy conservation plans specific to Beaumont include *Sustainable Beaumont: The City's Roadmap to Greenhouse Gas Reductions*, which establishes goals and policies that incorporate environmental responsibility into daily management of community and municipal operations. The City has set a goal to reduce emissions to 1990 levels by the year 2020, and to 41.7 percent below 2012 levels by 2030 (City of Beaumont 2015). The specific *Sustainable Beaumont* goals listed in Table 4.6-4 below, require project applicants to demonstrate sufficient consistency with the City's GHG reduction goals by way of energy efficiency, renewable energy use, and other options.

Table 4.6-4. Compatibility with Sustainable Beaumont Goals	
Goal	Project Compatibility
Goal 2: Increase Energy Efficiency in New Residential Development	Compatible. The Project will comply with the mandatory requirements of the California Building Standards Code, Title 24, Part 6 (Energy Code) and Part 11 (CALGreen), including, but not limited to: <ul style="list-style-type: none"> • Install low flow fixtures and toilets, water efficient irrigation systems, drought tolerant/native landscaping, and reduce the amount of turf. • Provide the necessary infrastructure to support electric vehicle charging. • Provide solar installations per the prescribed Energy Design Ratings.
Goal 5: Increase Energy Efficiency through Water Efficiency	Compatible. The Project will install low flow fixtures and toilets, water efficient irrigation systems, drought tolerant/native landscaping, and reduce the amount of turf.
Goal 8: Decrease Greenhouse Gas Emissions through Reducing Solid Waste Generation	Compatible. The Project will participate in the local waste management recycling and composting programs.

Table 4.6-4. Compatibility with Sustainable Beaumont Goals

Goal	Project Compatibility
Goal 9: Decrease Greenhouse Gas Emissions through Increasing Clean Energy Use	Compatible. As part of the latest Energy Code requirements, the Project would be required to include rooftop solar panels, community solar panels, and/or other sources of onsite renewable energy capable of meeting the required California Energy Code Energy Design Rating.
Goal 10: Decrease GHG Emissions from New Development through Performance Standards	Compatible. In addition to the measures described above, the Project will encourage the property management company and landscape maintenance crews to use electric powered landscaping equipment for landscape maintenance. No wood-burning or natural gas fireplaces will be included in the Project.

Table 4.6-5 shows the applicable energy-related policies from the applicable elements of the City of Beaumont General Plan and how the Project would comply with those applicable policies.

Table 4.6-5. Applicable Energy-Related Policies from the City of Beaumont General Plan

Energy-Related Policy from the City’s General Plan	Project Compatibility
Conservation and Open Space Element	
Policy 8.1.5 Encourage new development to reduce building energy use by adopting passive solar techniques and heat island reduction strategies: <ul style="list-style-type: none"> • Maximizing interior daylighting. • Using cool exterior siding, cool roofing, and paving materials with relatively high solar reflectivity to reduce solar heat gain. • Planting shade trees on south- and west-facing sides of new buildings to reduce energy loads. • Installing water efficient vegetative cover and planting, substantial tree canopy coverage. 	Compatible. As part of the latest Energy Code requirements, the Project would be required to include rooftop solar panels, community solar panels, and/or other sources of onsite renewable energy capable of meeting the required California Energy Code Energy Design Rating.
Policy 8.2.1 Promote the incorporation of alternative energy generation (e.g., solar, wind, biomass) in public and private development.	Compatible. As part of the latest Energy Code requirements, the Project would be required to include rooftop solar panels, community solar panels, and/or other sources of onsite renewable energy capable of meeting the required California Energy Code Energy Design Rating.
Policy 8.2.2 Establish clear guidance for new solar residential mandate established by the California Energy Commission as part of the 2019 California Building Code update.	Compatible. The Project will comply with the mandatory requirements of the California Building Standards Code, Title 24, Part 6 (Energy Code) and Part 11 (CALGreen), including, but not limited to: <ul style="list-style-type: none"> • Install low flow fixtures and toilets, water efficient irrigation systems, drought tolerant/native landscaping, and reduce

Table 4.6-5. Applicable Energy-Related Policies from the City of Beaumont General Plan	
Energy-Related Policy from the City’s General Plan	Project Compatibility
	the amount of turf. <ul style="list-style-type: none"> • Provide the necessary infrastructure to support electric vehicle charging. • Provide solar installations per the prescribed Energy Design Ratings.

Compliance with the California Green Building Standards Code, the City’s GHG reduction plan, and the City’s General Plan demonstrates that the Project would be consistent with the energy efficiency strategies included in *Sustainable Beaumont*. The Project would not interfere with the City’s GHG Reduction Strategy or the City’s General Plan and would not conflict with or obstruct the state plan for renewable energy. Based on the analysis above, the Project would have a less than significant impact with regards to state or local plans for renewable energy or energy efficiency.

4.6.3 Mitigation Measures

No significant impacts were identified; no mitigation measures are required.

4.7 Geology and Soils

A site-specific geotechnical investigation was conducted for the Project by GeoTek, Inc. in July 2021 and revised on September 28, 2022 (GeoTek 2022; Appendix D). The report presents findings based on the results of field and laboratory programs, data review, and engineering analyses. The field exploration program consisted of drilling 10 exploratory borings to depths of 20 to 50 feet.

4.7.1.1 Geomorphic Setting

Beaumont is located along the northern boundary of the Peninsular Ranges in the San Gorgonio Pass. The City is located within a seismically active region at the junction of the Transverse Ranges and the Peninsular Ranges. The City could be affected by the San Jacinto Fault, the San Andreas Fault Zone in the San Gorgonio pass area, the Banning Fault, and Beaumont Plains Fault Zone. The City and its designated spheres of influence are mostly undeveloped; nearly one half of the City’s land area consists of vacant land (City of Beaumont 2020a).

4.7.1.2 Regional Seismicity and Fault Zones

The California DOC, Division of Mines and Geology, defines an *active fault* as one that has been subjected to surface displacement within the last 11,000 years. A fault is considered *inactive* if it has not shown geologic evidence of surface displacement in the last 11,000 years.

The geologic structure of the entire Southern California area is dominated mainly by northwest-trending faults associated with the San Andreas system. The site is in a seismically active region. No active or

potentially active fault is presently known to exist at this site nor is the site situated within an *Alquist-Priolo* Earthquake Fault Zone. The County of Riverside has designated the site area as *not in fault zone, not in a fault line*, having a *low* potential for liquefaction, and *susceptible* to subsidence. According to the California Geological Survey 7.5-Minute Quadrangle, the nearest known active faults are the San Gorgonio Pass Fault Zone located 2.7 miles to the northeast of the site and the Banning Fault located 2.6 miles to the north of the site (GeoTek 2022).

4.7.1.3 Soils

The geotechnical explorations noted that the upper approximately one foot of soil is loose and disturbed due to the past agricultural activities at the site. The topsoil mostly consists of dry to slightly moist, light brown silty sand. According to the NRCS Web Soil Survey Database, soils on the Project Site consist of Greenfield sandy loam, two to eight percent slopes, eroded, and Ramona sandy loam, two to five percent slopes, eroded (NRCS 2022).

4.7.1.4 Paleontological Resources

In September 2022, ECORP requested a paleontological records search for the Proposed Project from the Western Science Center (2022) to determine if paleontological resources were present in or adjacent to the Project Area and assess the area for undiscovered paleontological resources. The paleontological database search included the paleontology locality and specimen collection records for the Project Area and surrounding area (one-mile radius). The records search is included as Appendix E.

4.7.2 Geology and Soils (VII) Environmental Checklist and Discussion

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Directly or indirectly cause substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

No Impact.

- i. The San Jacinto Fault, considered to be one of the most active faults in Southern California, crosses the southern portion of the City and SOI. The San Andreas Fault is approximately six miles northeast of the City. The branch of the Banning Fault closest to Beaumont is inactive. The Project Site is not within a state designated Alquist Priolo Earthquake Fault Zone (City of Beaumont 2020a; 2020b). The nearest fault zone is the Beaumont Plain Fault Zone, which is located approximately 1.5 miles west of the Project Site. The likelihood for onsite rupture is considered low due to the absence of known faults and fault zones within the vicinity. Therefore, no significant impacts are identified or anticipated and no mitigation measures are required.

Less than Significant Impact.

- ii. The Project Site is in Southern California, which is prone to ground shaking during earthquakes. Therefore, due to its location in Southern California the Project Site is also subject to ground shaking during an earthquake, as is any other proposed development project. However, as detailed in Threshold i) directly above, the Project Site is not within a state designated Alquist Priolo Earthquake Fault Zone (City of Beaumont 2020a; 2020b). The nearest fault zone is the Beaumont Plain Fault Zone, which is located approximately 1.5 miles west of the Project Site. Additionally, the City of Beaumont adopted the Uniform Building Code, which requires that the construction of structures comply with the California Building Code (CBC) to reduce the hazard risks posed by earthquakes. Adhering to these codes would ensure that potential ground-shaking impacts are reduced to less than significant level. Therefore, impacts would be less than significant.

No Impact.

- iii. Due to the anticipated depth to groundwater (greater than 200 feet), the potential for liquefaction at the site is extremely low (GeoTek 2022; Appendix D). No impact would occur.

No Impact.

- iv. Landslides and slope failure can result from ground motion generated by earthquakes. The slopes within the San Timoteo Badlands are the most susceptible to landslides in the City. These slopes are approximately 10 miles northwest of the Project Site. The Project Site and its surrounding areas are relatively flat. The Project Site is not on or close to areas with existing landslides or with high susceptibility to seismically induced landslides and rockfalls. No impact would occur.

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Less than Significant Impact.

All excavation, grading, and construction activities would be conducted according to the CBC 2019. The Project would be required to comply with the National Pollutant Discharge Elimination System (NPDES) standards to ensure that pollutants are not discharged in the storm drain system. The applicant has submitted a Preliminary Water Quality Management Plan (WQMP, Appendix F) that incorporates the foregoing water quality treatment features and Low Impact Development (LID) site design, source control and treatment Best Management Practices (BMPs) to address the NPDES requirements as part of the review process. This plan is intended to bring the Project into compliance with Riverside County’s Municipal Separate Storm Sewer System Ordinance and the Statewide NPDES. Examples of construction phase BMPs implemented with the Stormwater Pollution Prevention Plan (SWPPP) include sandbags, silt fences, and detention basins. Prior to the issuance of building permits, a final WQMP will have to be submitted by the applicant and approved by the City’s Engineering Division, and strict adherence to the program will be required. All treatment proposals would be consistent with the *Riverside County Stormwater Quality Best Management Practice Design Handbook*.

Implementation of the SWPPP, including the use of storm water quality BMPs, would prevent erosion of soil from storm water runoff during Project construction (see Section 4.10 *Hydrology and Water Quality*). Once construction is completed, soils would be stabilized and monitored according to the SWPPP until a Notice of Termination for the NPDES construction permit is filed with the RWQCB. Consequently, the Proposed Project would not result in substantial erosion and/or unstable earth conditions from Project construction or operation. For these reasons, erosion-related impacts are considered to be less than significant.

Would the Project:

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project, and potentially result in onsite or offsite landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Less than Significant with Mitigation Incorporated.

Several factors impact earthwork balancing on the site, including shrinkage, subsidence, trench spoil from utilities and footing excavations, as well as the accuracy of topography. Shrinkage is primarily dependent upon the degree of compactive effort achieved during construction. For planning purposes, a shrinkage factor of approximately five to 15 percent may be considered for the materials requiring recompaction. Subsidence of up to 0.1 foot may occur (GeoTek 2022).

The site surficial soils possess *very low* expansion potential in accordance with American Society for Testing and Materials (ASTM) D 4829, as noted by the soils data and data by past consultants. However, verification testing should be performed after site remedial grading. The foundation elements for the

proposed structures should bear entirely in engineered fill soils and should be designed in accordance with the 2019 CBC (GeoTek 2022).

To address the potential for unstable soils that are prone to collapse or subsidence, the design and engineering of the Proposed Project would adhere to the applicable ordinances of the City of Beaumont/County of Riverside and CBC, and incorporate recommendations from the Proposed Project’s site-specific geotechnical investigation. With Mitigation Measure GEO-1, impacts would be less than significant.

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Less than Significant with Mitigation Incorporated.

Expansive soils can shrink and swell with drying and wetting. The shrink-swell potential of expansive soils can result in differential movement beneath foundations. According to the site-specific Geotechnical and Infiltration Evaluation performed by GeoTek, the near-surface earth materials on the Project Site exhibit *very low* expansion potential (GeoTek 2022; Appendix D).

The Proposed Project would be required to comply with CBC requirements related to expansive soils. The Project’s foundation and structural design would be required to incorporate measures prescribed in the CBC to address these design considerations and minimize related Project impacts. Appropriate construction plans would be reviewed by the City’s Building Official for consistency with current building codes and implementation of the recommendations contained in the Project’s geotechnical study. The geotechnical study includes recommendations for over excavation with pre-saturation of subgrade soil (Appendix D). With implementation of mitigation measure GEO-1, which includes standard design measures required in the CBC and inclusion of the recommendations contained in the Geotechnical and Infiltration Evaluation, impacts would be reduced to less than significant.

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

No Impact.

The Project does not propose the use of septic tanks. The proposed structures would be connected to the existing sewer system for disposal and treatment of wastewater. No impact would occur.

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Less than Significant with Mitigation Incorporated.

The Western Science Center conducted a thorough search of their paleontology collection and data for the Project Area. The geologic units underlying the Project Site are mapped entirely as alluvial sediments from San Geronio Pass, dating from the Pleistocene epoch (Western Science Center 2022; Appendix E). Pleistocene alluvial units are considered to be fossiliferous (fossil-containing) and highly paleontologically sensitive. The Western Science Center’s records do not have any fossil localities within the Project Area or within a one-mile radius, although they do have localities from similarly mapped units from across Southern California.

Any fossil specimens recovered from the Project Site would be scientifically significant. Excavation activity associated with the development of the Project Site has the potential to impact the paleontologically sensitive Pleistocene units, and it is the recommendation of the Western Science Center that a paleontological resource mitigation program be put in place to monitor, salvage, and curate any recovered fossils from the study area. With the implementation of Mitigation Measure GEO-2, impacts would be less than significant.

4.7.3 Mitigation Measures

GEO-1: The Project Applicant shall implement the Conclusions and Recommendations as listed in the final site-specific geotechnical report (Updated Geotechnical and Infiltration Evaluation for Proposed Multi-Family Residential Development: Xenia Apartment Project East of Xenia Avenue and about 200 Feet South of East 8th Street Beaumont, Riverside County, California, GeoTek 2022) or most recent site-specific geotechnical evaluation.

GEO-2: A qualified paleontological professional, as defined by the Society of Vertebrate Paleontology (2010) standards, will be retained by the Contractor. The qualified paleontological professional will draft the PRMP outlining protocols to be implemented during ground disturbance in case of discoveries. This mitigation and monitoring program shall be in place prior to any ground disturbance, based on the Western Science Center’s findings and recommendations. The qualified paleontological professional will be present to monitor during ground-disturbance activities to ensure the protection of paleontological resources, if any. If paleontological resources are discovered during construction, all work

must halt within a 100-foot radius of the discovery. The on-site qualified paleontological professional shall notify the contractor and Project Applicant. They shall evaluate the significance of the find and shall have the authority to modify the no-work radius as appropriate, using professional judgement. The qualified paleontological professional will evaluate the significance of the find and recommend appropriate measures for the disposition of the site (e.g., fossil recovery, curation, data recovery, and/or monitoring). Construction activities may continue on other parts of the construction site while evaluation and treatment of the paleontological resource takes place.

4.8 Greenhouse Gas Emissions

This section is based in part on the results of the Air Quality and Greenhouse Gas Impact Study conducted for the Project (RK Engineering 2022a; Appendix A). The methodology follows CARB, SCAQMD, and City of Beaumont recommendations for quantification of emissions and evaluation of potential impacts. This section presents regional and local existing conditions in addition to pertinent GHG emissions-related standards and regulations. The purpose of this assessment is to estimate Project-generated GHG emissions and to determine the level of impact the Project would have on the environment.

4.8.1 Environmental Setting

GHG emissions are released as byproducts of fossil fuel combustion, waste disposal, energy use, land use changes, and other human activities. This release of gases, such as carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), and chlorofluorocarbons, creates a blanket around the earth that allows light to pass through but traps heat at the surface, preventing its escape into space. While this is a naturally occurring process known as the greenhouse effect, human activities have accelerated the generation of GHGs beyond natural levels. The overabundance of GHGs in the atmosphere has led to an unexpected warming of the earth and has the potential to severely impact the earth's climate system.

Each GHG differs in its ability to absorb heat in the atmosphere based on the lifetime, or persistence, of the gas molecule in the atmosphere. CH₄ traps more than 25 times more heat per molecule than CO₂, and N₂O absorbs 298 times more heat per molecule than CO₂. Often, estimates of GHG emissions are presented in carbon dioxide equivalents (CO₂e). Expressing GHG emissions in CO₂e takes the contribution of all GHG emissions to the greenhouse effect and converts them to a single unit equivalent to the effect that would occur if only CO₂ were being emitted.

The local air quality agency regulating the Riverside County portion of the SoCAB is the SCAQMD. To provide guidance to local lead agencies on determining significance for GHG emissions in CEQA documents, SCAQMD staff convened a GHG CEQA Significance Threshold Working Group. The Working Group was formed to assist the SCAQMD's efforts to develop a GHG significance threshold and is composed of a wide variety of stakeholders including the State Office of Planning and Research, CARB, the Attorney General's Office, a variety of city and county planning departments in the Basin, various utilities such as sanitation and power companies throughout the Basin, industry groups, and environmental and professional organizations. The GHG CEQA Significance Threshold Working Group recommended the options of a numeric *bright-line* threshold of 3,000 metric tons of CO₂e (MTCO₂e)

annually and an efficiency-based threshold of 3.0 MTCO₂e per service population (defined as the people that congregate on the Project Site) per year in 2035. The numeric bright line and efficiency-based thresholds were developed to be consistent with CEQA requirements for developing significance thresholds, are supported by substantial evidence, and provide guidance to CEQA practitioners and lead agencies with regard to determining whether GHG emissions from a Proposed Project are significant.

In *Center for Biological Diversity v. Department of Fish and Wildlife* (2015) 62 Cal. 4th 2014, 213, 221, 227, following its review of various potential GHG thresholds proposed in an academic study [Crockett, *Addressing the Significance of Greenhouse Gas Emissions: California's Search for Regulatory Certainty in an Uncertain World* (July 2011), 4 Golden Gate U. Env'tl. L. J. 203], the California Supreme Court identified the use of numeric bright-line thresholds as a potential pathway for compliance with CEQA GHG requirements. The study found numeric bright line thresholds designed to determine when small projects were so small as to not cause a cumulatively considerable impact on global climate change was consistent with CEQA. Specifically, PRC section 21003(f) provides it is a policy of the state that"

"[a]ll persons and public agencies involved in the environmental review process be responsible for carrying out the process in the most efficient, expeditious manner in order to conserve the available financial, governmental, physical and social resources with the objective that those resources may be better applied toward the mitigation of actual significant effects on the environment."

The Supreme Court-reviewed study noted"

"[s]ubjecting the smallest projects to the full panoply of CEQA requirements, even though the public benefit would be minimal, would not be consistent with implementing the statute in the most efficient, expeditious manner. Nor would it be consistent with applying lead agency's' scarce resources toward mitigating actual significant climate change impact" (Crockett, *Addressing the Significance of Greenhouse Gas Emissions: California's Search for Regulatory Certainty in an Uncertain World* (July 2011), 4 Golden Gate U. Env'tl. L. J. 203, 221, 227.)

The significance of the Project's GHG emissions is evaluated consistent with CEQA Guidelines Section 15064.4(b)(2) by considering whether the Project complies with applicable plans, policies, regulations and requirements adopted to implement a statewide, regional, or local plan for the reduction or mitigation of GHG emissions. For the Proposed Project, the SCAQMD's 3,000 MTCO₂e per year threshold is used as the significance threshold in addition to the qualitative thresholds of significance set forth below from Section VII of CEQA Guidelines Appendix G. The 3,000 MTCO₂e per year threshold represents a 90 percent capture rate (i.e., this threshold captures projects that represent approximately 90 percent of GHG emissions from new sources). The 3,000 MTCO₂e per year value is typically used in defining small projects within this air basin that are considered less than significant because it represents less than one percent of future 2050 statewide GHG emissions target and the lead agency can provide more efficient implementation of CEQA by focusing its scarce resources on the top 90 percent. This threshold is correlated to the 90 percent capture rate for development projects within the air basin. Land use projects above the 3,000 MTCO₂e per year level would fall within the percentage of largest projects that are worth mitigating without wasting

scarce financial, governmental, physical and social resources (Crockett 2011). As noted in the academic study, the fact that small projects below a numeric bright line threshold are not subject to CEQA-based mitigation, does not mean such small projects do not help the state achieve its climate change goals because even small projects participate in or comply with non-CEQA-based GHG reduction programs (Crockett 2011).

4.8.2 Greenhouse Gas Emissions (VIII) Environmental Checklist and Discussion

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Less than Significant Impact.

4.8.2.1 Greenhouse Gas Emission - Construction

Greenhouse gas emissions are estimated for on- and off-site construction activity using CalEEMod. Table 4.8-1 shows the construction greenhouse gas emissions, including equipment and worker vehicle emissions for all phases of construction. Construction emissions are averaged over 30 years and added to the long-term operational emissions, pursuant to SCAQMD recommendations. CalEEMod annual GHG output calculations are provided in Appendix A.

Table 4.8-1. Construction Greenhouse Gas Emissions			
Activity	Emissions (MTCO₂e)¹		
	Onsite	Offsite	Total
Site Preparation	16.86	0.77	17.63
Grading	82.46	229.20	311.66
Building Construction	349.82	386.89	736.71
Paving	20.18	1.23	21.41
Architectural Coating	2.56	3.41	5.97
Total	471.88	621.50	1,093.38
Amortized over 30 years²	15.73	20.72	36.45

¹MTCO₂e = metric tons of carbon dioxide equivalents (includes CO₂, O₃, N₂O, and/or hydrofluorocarbon).

²The emissions are amortized over 30 years and added to the operational emissions, pursuant to SCAQMD recommendations.

Because impacts from construction activities occur over a relatively short period of time, they contribute a relatively small portion of the overall lifetime Project GHG emissions. By itself, the construction activities

from this Project are less than significant when compared to the thresholds recommended by SCAQMD. However, SCAQMD recommends that construction emissions be amortized over a 30-year project lifetime and added to the overall project operational emissions. In doing so, construction GHG emissions are included in the overall contribution of the Project, as further discussed in the following section.

4.8.2.2 Greenhouse Gas Emission– - Operation

Greenhouse gas emissions are estimated for on- and off-site operational activity using CalEEMod. Greenhouse gas emissions from mobile sources, area sources and energy sources are shown in Table 4.8-2. CalEEMod annual GHG output calculations are provided in Appendix A.

Table 4.8-2. Operational Greenhouse Gas Emissions	
Emission Source	GHG Emissions (MTCO₂e)¹
Mobile Source	1,523.22
Energy Source	308.82
Area Source	3.32
Water	62.97
Waste	57.20
Construction (30-year average)	36.45
Total Annual Emissions	1,991.97
SCAQMD Tier 3 Screening Threshold ²	3,000
Exceed Tier 3 Threshold?	No

¹MTCO₂e = metric tons of carbon dioxide equivalents

²Per South Coast Air Quality Management District (SCAQMD) Draft Guidance Document– - Interim CEQA Greenhouse Gas (GHG) Significance Threshold, October 2008

As shown in Table 4.8-2, the project GHG emissions are expected to be below the SCAQMD’s Tier 3 approach, which limits GHG emissions to 3,000 MTCO₂e for residential projects. The Project related long-term GHG impacts would be less than significant.

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Less than Significant Impact.

The City of Beaumont has adopted the *Sustainable Beaumont* Climate Action Plan (CAP) for the Building Energy Sector to reduce the energy and GHG footprint across the City. However, the CAP does not

establish quantified thresholds of significance for CEQA purposes. The CAP is focused on reduction strategies within the energy sector, specifically buildings. Hence, to ensure the Project is consistent with the City's CAP, the Project should incorporate building design features that reduce energy consumption.

The Project would be required to comply with the mandatory requirements of the latest 2019 California Building Standards Code, including Title 24, Part 11, CALGreen and Title 24, Part 6, Energy Code. The purpose of the building standards is to reduce negative impacts on the environment through improved planning and design, energy efficiency, water efficiency and conservation and material and resource conservation. The California Building Standards were developed to help meet the requirements of the Global Warming Solutions Act (AB 32).

As part of the latest Energy Code requirements, the Project would be required to include rooftop solar panels, community solar panels, and/or other sources of onsite renewable energy capable of meeting the required California Energy Code Energy Design Rating.

The following Project Operational Design Features would be implemented to ensure the Project is consistent with applicable GHG reduction standards:

DF-10 The project will comply with the mandatory requirements of the California Building Standards Code, Title 24, Part 6 (Energy Code) and Part 11 (CALGreen), including, but not limited to:

- Install low flow fixtures and toilets, water efficient irrigation systems, drought tolerant/native landscaping, and reduce the amount of turf.
- Provide the necessary infrastructure to support electric vehicle charging.
- Provide solar installations per the prescribed Energy Design Ratings.

DF-11 No wood-burning or natural gas fireplaces will be included in the Project.

DF-12 Participate in the local waste management recycling and composting programs.

DF-13 Encourage the property management company and landscape maintenance crews to use electric-powered landscaping equipment for landscape maintenance.

With the recommended Project Operational Design Features described here, the Project would not conflict with an applicable plan, policy or regulation for the purpose of reducing the emissions of greenhouse gases and the impact is considered less than significant.

4.8.3 Mitigation Measures

No significant impacts were identified, no mitigation measures are required.

4.9 Hazards and Hazardous Materials

4.9.1 Environmental Setting

A material is considered hazardous if it appears on a list of hazardous materials prepared by a federal, state, or local agency, or if it has characteristics defined as hazardous by such an agency. A hazardous material is defined by the California Health and Safety Code, Section 25501 as follows:

Hazardous material means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment. Hazardous materials include, but are not limited to, hazardous substances, hazardous waste, and any material that a handler or the administering agency has a reasonable basis for believing that it would be injurious to the health and safety of persons or harmful to the environment if released into the workplace or the environment.

A hazardous material is defined in 22 CCR Section 662601.10 as follows:

A substance or combination of substances which, because of its quantity, concentration, or physical, chemical or infectious characteristics, may either (1) cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; or (2) pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported or disposed of or otherwise managed.

Transporters of hazardous waste in California are subject to several federal and state regulations. They must register with the California Department of Health Services (DHS) and ensure that vehicle and waste container operators have been trained in the proper handling of hazardous waste. Vehicles used for the transportation of hazardous waste must pass an annual inspection by the California Highway Patrol (CHP). Transporters must allow the CHP or DHS to inspect its vehicles and must make certain required inspection records available to both agencies. The transport of hazardous materials that are not wastes is regulated by the U.S. Department of Transportation through national safety standards.

Under Government Code Section 65962.5, both the Department of Toxic Substances Control (DTSC) and the SWRCB are required to maintain lists of sites known to have hazardous substances present in the environment. Both agencies maintain up-to-date lists on their websites.

4.9.2 Historic Conditions

The site was historically devoted to agricultural uses which may have included crops and livestock grazing. Use of the Project Site for agricultural purposes indicates the potential for agricultural chemicals (e.g., pesticides, herbicides) to have been applied that may still be present in Project Site soils. Pesticide sampling did not identify any concentrations of concern. Debris and soil piles investigated on the site did not contain concentrations of concern of metals, pesticides or petroleum hydrocarbons (West Coast Environmental and Engineering 2006; Appendix G).

4.9.3 Phase I Environmental Site Assessment

Earth Systems Southwest (ESSW) completed a *Phase I Environmental Site Assessment* (ESA) of the site in December 2005 that identified several issues of potential concern, including the following:

1. Sixteen dirt piles and two excavations were observed northeast of the slab foundation, adjacent to the northern boundary. It was not clear whether the dirt piles originated onsite.
2. The site had been used for agriculture or grazing from at least 1949, the earliest historical reference available. Therefore, the potential exists for residues of presently banned Organochlorine Pesticides (OCP) such as Dichlorodiphenyltrichloroethane (DDT), to be present in soils at the site.
3. Based on an historical aerial photograph review, at least six buildings and/or sheds have been onsite. Four of the buildings/sheds were in the northwest quarter of the site; one building was within a fenced enclosure east of the center of the site; and a shed was near the center of the south boundary. Rural residences and farms often have onsite fuel storage tanks, either above ground or underground (ASTs and Underground Storage Tank [USTs], respectively). The concern with USTs is that a release can occur and go unnoticed until the UST is removed.

West Coast Environmental and Engineering performed a Phase I ESA for the site in June 2006 to update the Phase I completed by ESSW, dated December 28, 2005, to meet the ASTM Practice E 1527-05 for Phase I ESAs (Appendix G). The assessment revealed no evidence of Recognized Environmental Conditions (REC) or historic RECs association with the property.

4.9.4 Phase II Investigation Report

In February 2006, ESSW prepared a Phase II Investigation to evaluate the issues stated above (ESSW 2006; Appendix H). Buried metallic objects were not identified during the geophysical survey. Other indications of USTs were not observed. Total Petroleum Hydrocarbons and OCPs were not detected in the samples from the dirt piles. Heavy metals were detected below the regulatory limits for hazardous waste (Total Threshold Limit Concentration [TTLIC]) and residential Preliminary Remediation Goals (PRG). The heavy metals appear consistent with naturally occurring background concentrations. Trace concentrations of OCPs were detected in two of the agricultural area and building area samples. Chlordane was detected at 0.036 Milligrams Per Kilogram (mg/kg) in building area sample SS-10. Dichlorodiphenyldichloroethylene (DDE, a breakdown product of DDT) was detected at 0.002 mg/kg in agricultural area sample SS-112. These results are well below the TTLICs and PRGs. Issues beyond those identified during the Phase I Investigation were not observed. Further investigations were not warranted based on the activities and findings.

4.9.5 Hazards and Hazardous Materials (IX) Environmental Checklist and Discussion

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Less than Significant Impact.

4.9.5.1 Construction

Construction of the Project would involve the use of various products that contain materials classified as hazardous (e.g., gasoline/diesel fuel, oils and lubricants, solvents, adhesives and cements, certain paints, cleaning agents, and degreasers). No equipment maintenance or fueling would occur on the site. Project construction would be required to comply with applicable building, health, fire, and safety codes.

CCR Title 8 addresses workplace regulations involving the use, storage, and disposal of hazardous materials, and specific applications for construction workers. CCR Titles 22 and 26 set forth environmental health standards for hazardous materials management. California Health and Safety Code Chapter 6.95 sets forth enabling legislation for the application of CCR Titles 8, 22, and 26. Safety precautions for the prevention of fire hazards associated with the use and storage of hazardous materials are addressed in the Uniform Fire Code. Compliance with applicable federal, state, and local regulations including, but not limited to, CCR Titles 8 and 22, the Uniform Fire Code, and California Health and Safety Code Chapter 6.95 would ensure that the Project would not create a significant hazard to the public or to the environment through the routine transport, use, or disposal of hazardous materials. The Proposed Project would have a less than significant impact in this regard.

4.9.5.2 Operation

Operation of the Proposed Project would result in uses of hazardous materials associated with a multifamily apartment complex. It is likely that the Project would use small amounts of commercial cleaning materials, paints and solvents for building maintenance, pool chemicals, and pesticides/herbicides for Project landscaping could be considered hazardous materials. However, an apartment complex, such as the Proposed Project, would not use hazardous materials in a quantity great enough to cause significant hazard to the public or the environment. Nor would a project of this type, once operational, transport, or dispose of hazardous materials in an amount to cause significant hazard to the public or the environment.

The use, storage, and transportation of hazardous materials are subject to local, state, and federal regulations, the intent of which is to minimize the public’s risk of exposure. Based on the uses that would be part of the Project and the existing regulatory structure related to these materials, the Proposed Project would not cause a threat to public safety during Project construction or operation. Therefore, because the transport, use, storage, and disposal of hazardous materials pertaining to the Project would

be relatively minor and subject to extensive regulatory oversight, this impact would be less than significant.

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Less than Significant Impact.

As discussed above, no vehicle maintenance or refueling would occur onsite. Construction BMPs shall be implemented to prevent construction and demolition pollutants and products from violating any water quality standard or waste discharge requirements. BMPs would consist of measures such as a stabilized construction entrance to avoid tracking soils offsite and straw wattles and silt filter bags to prevent offsite runoff onto public roadways or into drainage outlets. During operation, onsite uses would be typical of a multifamily apartment complex and would not include routine transport or maintenance of hazardous materials and vehicles . Impacts would be less than significant.

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Less Than Significant Impact.

The Project Site is located approximately 0.1 mile from Sundance Elementary School, located at 1520 East 8th Street. The Proposed Project would be required to comply with all federal, state, and local laws regulating the management and use of hazardous materials which would minimize or eliminate potential impacts to schools. The Proposed Project would adhere to all local ordinances with approval from the pertinent City departments.

Section 4.3 of this IS/MND shows that the Project’s daily construction emissions (which would be temporary) and operational emissions would be below the applicable SCAQMD air quality standards and thresholds of significance. As a result, the Project would not contribute substantially to an existing or projected air quality violation that could affect the school.

Construction of the Project would involve the use of various products that contain materials classified as hazardous, however construction activities would be temporary in nature. Project construction would be required to comply with applicable building, health, fire, and safety codes. An apartment complex, such as

the Proposed Project, would not use hazardous materials in a quantity great enough to cause significant hazard to the public or the environment. Nor would a project of this type, once operational, transport, or dispose of hazardous materials in an amount to cause significant hazard to the public or the environment. Therefore, there would be a less than significant impact in this regard.

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Less than Significant Impact.

Government Code Section 65962.5 requires the DTSC, the State Department of Health Services, the SWRCB, and the California Integrated Waste Management Board to compile and annually update lists of hazardous waste sites and land designated as hazardous waste property throughout the state.

California Environmental Protection Agency’s (CalEPA) Cortese List Data Resources records were reviewed to help determine whether hazardous materials have been handled, stored, or generated on the Project Site or the adjacent properties and businesses (CalEPA 2022). The list, although covering the requirements of Section 65962.5, has always been incomplete because it does not indicate if a specific site was at one time included in the abandoned site program.

The list is a compilation of the following five separate websites:

1. DTSC’s EnviroStor – identifies waste or hazardous substances sites.
2. SWRCB’s GeoTracker – identifies underground storage tanks for which an unauthorized release report was filed, cleanup sites, and all solid waste disposal facilities from which there is a mitigation of hazardous waste for which a regional board has notified DTSC.
3. A PDF of solid waste disposal sites identified by the SWRCB with waste constituents above hazardous waste levels outside the waste management unit.
4. A list of cease-and-desist orders and clean up and abatement orders.
5. A list of hazardous waste facilities subject to corrective action.

DTSC’s EnviroStor indicated that that Project Site was not identified as a hazardous waste or substances site (DTSC 2022).

GeoTracker did not identify the site as an underground storage tank for which an unauthorized release report was filed, a cleanup site, or a solid waste disposal facility from which there is a mitigation of hazardous waste for which a regional board has notified DTSC (SWRCB 2022). The database indicates that the nearest hazardous site is an ARCO gas station located approximately 0.2 mile from the Project Site at

1696 6th Street. This gas station is the site of a former leaking underground storage tank. The cleanup status is complete and the case was closed in 1994.

A list of solid waste disposal sites with waste constitutes above hazardous waste levels outside the waste management unit was also checked. No records were listed.

The list of cease-and-desist orders and clean up and abatement orders did not include the Project Site.

The list of hazardous facilities subject to corrective action does not include the Project Site.

As the Proposed Project is not listed on one of the five websites provided to fulfill the Cortese List, the Proposed Project would not create a significant hazard to the public or the environment. There are no hazardous waste facilities and sites with known contamination, or sites where there may be reasons to investigate further located on the Project Site or in its vicinity.

The Phase I ESA and Phase II investigation for the Project Site indicated trace contaminants from previous agricultural operations. However, these trace materials were below the regulatory limits for hazardous waste (TTLIC and PRG). Further investigations were not warranted based on the findings of these reports. Impacts would be less than significant.

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
e) For a Project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project result in a safety hazard for people residing or working in the Project Area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

No Impact.

The Project Site is located approximately 5.2 miles northwest of the Banning Municipal Airport. The Project Site is neither within an airport land use plan nor located within 2miles of a public airport or public use airport. The Proposed Project would not result in a substantial safety hazard related to airports. Therefore, no impacts are identified or anticipated.

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Less than Significant Impact.

Highland Springs Road is a major roadway identified as an evacuation route. This road is located approximately 1,000 feet east of the Project Site (Figure 2) and would be utilized by future residents in the event of an emergency. The Proposed Project does not include any alterations to this evacuation route. The Proposed Project would be required to comply with the City’s Multi-Hazard Functional Plan, which outlines responsibilities and procedures to be followed in the event of an emergency or citywide disaster. The City and the Riverside County Fire Department (RCFD) established certain design standards to ensure that site planning and building design consider public safety and fire prevention; these standards include requirements governing emergency access. During construction, the contractor would be required to maintain adequate emergency access for emergency vehicles as required by the City. Site access for operations would be subject to approval of the Site Plan by the City.

Development facilitated by the Project would accommodate future population growth and would increase vehicle miles travelled in the City. This could lead to increased congestion during emergency evacuations. However, the City reviews and approves projects to ensure that emergency access meets City standards. This Project must comply with road standards and are reviewed by the City to ensure development would not interfere with evacuation routes and would not impede the effectiveness of evacuation plans. Therefore, the Project would not impair implementation of or physically interfere with evacuation or emergency response plans. Therefore, the Project would have a less than significant impact in this regard.

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Less than Significant Impact.

Proposed development under the General Plan is subject to environmental and building permit review procedures to ensure adequate and appropriate site design and construction methods are implemented to reduce the risk of wildland fires. For new development, the creation of defensible areas around building structures, and use of fire-resistant building materials would provide protection from wildland fires. The Project Site is not located within a Very High Fire Hazard Severity Zone (VHFHSZ) and is not in an area considered a wildland fire risk (California Department of Forestry and Fire Protection [CAL FIRE] 2022a). Therefore, there would be a less than significant impact in this regard.

4.9.6 Mitigation Measures

No significant impacts were identified; no mitigation measures are required.

4.10 Hydrology and Water Quality

This section is partially based on the Project-specific WQMP for the Proposed Project (Stevenson, Porto & Pierce 2022a; Appendix F).

4.10.1 Environmental Setting

4.10.1.1 Regional Hydrology

According to the City General Plan, the City’s water supply has been sourced from groundwater supplies within the Beaumont Groundwater Storage Unit (BSU). The BSU is part of the Beaumont Hydrologic Subarea of the San Timoteo Hydrologic Area and the northern portion of the Santa Ana River Hydrologic Unit. The City is serviced by the BCVWD. The BCVWD draws groundwater from shallow wells in Little San Gorgonio Canyon. The increase in urban runoff due to increasing urban/suburban growth has resulted in the degradation of the surface water quality. The Project Site is part of the Riverside County Flood Control and Water Conservation District Master Drainage Plan for the Beaumont Area (Zone 5) tributary to the Santa Ana River, located approximately 24 miles west of the Project Site (City of Beaumont 2020a).

4.10.1.2 Existing Site Hydrology and Onsite Drainage

The site is vacant and contains bare soil with sparse vegetation. The site’s topography generally slopes from north to south with no definitive historical concentrated drainage paths. Under existing conditions, the runoff that leaves the Project Site flows through the neighboring properties along the south property line and eventually reaches the inlets along East 6th Street. These inlets connect to the City storm drain system within East 6th Street and proceeds eastward. The runoff from the northern properties sheet flows onto the Project Site with no discernable concentrated flow path towards the south to City storm drain system (Stevenson, Porto & Pierce 2022b; Appendix F).

4.10.2 Hydrology and Water Quality (X) Environmental Checklist and Discussion

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Less than Significant Impact.

The Proposed Project would disturb approximately 10.93 acres and is therefore subject to NPDES permit requirements. Construction activities covered under the State’s General Construction permit include removal of vegetation, grading excavating, or any other activity that causes the disturbance of at least one acre. The General Construction permit requires recipients to reduce or eliminate non-storm water discharges into storm water systems, and to develop and implement a SWPPP.

The applicant has submitted a preliminary WQMP (Appendix F) that incorporates water quality treatment features and LID site design, source control and treatment BMPs to address the NPDES requirements as part of the review process. The WQMP is intended to comply with the requirements of the City of Beaumont, which includes the requirement for the preparation and implementation of a Project-Specific WQMP. The implementation of the WQMP is enforceable under the City of Beaumont Water Quality Ordinance. Review and approval of the WQMP by the City would ensure that all potential pollutants of concern are minimized or otherwise appropriately treated prior to being discharged from the Project Site.

The Project would be required to comply with the NPDES standards to ensure that pollutants are not discharged in the storm drain system. The applicant has submitted a preliminary WQMP that incorporates the foregoing water quality treatment features and LID site design, source control and treatment BMPs to address the NPDES requirements as part of the review process. Examples of construction phase BMPs implemented with the SWPPP include sandbags, silt fences, and detention basins. Prior to the issuance of building permits, a final WQMP will have to be submitted by the applicant and approved by the City's Engineering Division, and strict adherence to the program would be required. This plan is intended to satisfy the Riverside County Municipal Separate Storm Sewer System Ordinance and the Statewide NPDES.

No additional requirements are necessary with adherence to provisions of the NPDES, SWPPP, WQMP. No violations of water quality standards or waste discharge requirements would occur and impacts to surface and ground water quality would be less than significant.

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the Project may impede sustainable groundwater management of the basin?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Less than Significant Impact.

According to the City General Plan, the City of Beaumont historically has drawn from groundwater supplies available within the BSU, which underlies the City and surrounding areas. The BSU is within Area 4 of the Beaumont and Banning Hydrologic Subarea of the San Timoteo Hydrologic Area, and within the northern portion of the Santa Ana River Hydrologic Unit (City of Beaumont 2020a).

The BCVWD prepared an Urban Water Management Plan (UWMP) in 2020. This document accounts for water demands within the BCVWD service area. The Proposed Project includes actions necessary to annex portions of the 10.93-acre Project Site to the BCVWD. The BCVWD draws groundwater from shallow wells in Little San Gorgonio Canyon. The Beaumont Groundwater Basin has a large storage capacity for banked water. As of the end of 2020, BCVWD had 39,750 Acre-Feet (AF) of water banked in storage for use during dry years. During wet years, BCVWD can bank State Water Program water for dry years (BCVWD 2021).

The BCVWD projected water demand in the year 2025 would be 17,265 Acre-Feet Per Year (AFY). The 2020 UWMP water demand projections are based on a portion of a uniform per capita water use per day

(gpcd) of 162 gpcd (BCVWD 2021). Based on the water demand projection of 162 gpcd, the Project would consume approximately 112 AFY. This represents a 0.6 percent increase in BCVWD’s annual demand for 2025.

The Project would also incorporate various features to reduce water demand onsite. Water-wise, California-friendly shrubs, grasses, and groundcovers would complement the architectural theme and also reduce overall water use in the landscape. An automatic irrigation system with low volume equipment would minimize water loss due to run-off. Groundcovers or bark mulch would help conserve water, lower the soil temperature, and reduce evapotranspiration. The Project would also comply with the Water Shortage Contingency Plan outlined in the UWMP. For example, limits may be applied to the number of days, frequency and duration of outdoor watering.

Water would be required during construction of the Project for dust suppression. Water usage for construction purposes would be temporary and would be considerably smaller than that required once facilities are operational. It is possible that reclaimed water could be used for dust suppression, reducing the quantity of potable water required. During Project operation, the Project would result in a nominal increase in water consumption. Impacts would be less than significant.

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner that would:				
i) result in substantial erosion or siltation onsite or offsite;	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding onsite or offsite;	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff; or	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iv) impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Less than Significant Impact.

- i) The Project would be subject to the NPDES Construction Stormwater Permit and would implement a SWPPP, which would help minimize erosion and sedimentation from construction activity. The Project proposes a bioretention basin along the southern border to retain storm

water on the site. The Project would also implement a WQMP that would include construction and post-construction BMPs to further minimize erosion and sedimentation. In addition to the SWPPP and WQMP, the Project is also subject to the applicable federal, state, regional, and local regulatory framework concerning water quality. Therefore, with implementation of the SWPPP, WQMP, and applicable regulatory framework, the Project is not anticipated to result in substantial erosion or siltation. Thus, impacts would be less than significant.

Less than Significant Impact.

- ii) In its developed condition, the Project would contribute additional peak flow runoff due to new impervious surfaces. However, the proposed onsite catch basin inlets, storm water conveyance pipeline, and storm water treatment basin are designed to mitigate the developed peak runoff via detention and a restricted outlet structure. As detailed in Appendix K, the stormwater treatment basin is designed to mitigate runoff to within 110% of the pre-developed peak 100-year runoff (Stevenson, Porto & Pierce, Inc. 2022b). The proposed on-site basin would hold a maximum (i.e., 100 year storm) amount of 1.35 AF (personal communication with Alexander Jaramillo 2023). The rate or volume of surface runoff would not increase in a manner which would result in flooding on- or offsite. A less than significant impact would occur.

Less than Significant Impact.

- iii) In its developed condition, the Project Site would continue to accept and intercept the offsite runoff via an interception channel and onsite inlets. The runoff would combine with the onsite runoff and would be diverted to the onsite detention basin, which is designed to mitigate the developed peak runoff via detention and a restricted outlet structure. The treated runoff from the basin would be conveyed to the proposed extension of a 30-inch storm drain to the existing City storm drain line at the intersection of Xenia and East 6th Street. Treatment of first flush waters from the development would be accomplished by routing them through the proposed water quality basins for each drainage area. These treatment proposals would be consistent with *Riverside County Stormwater Quality Best Management Practice Design Handbook*.

The Project Applicant has submitted a preliminary WQMP that incorporates water quality treatment features and LID site design, source control and treatment BMPs to address the NPDES requirements as part of the review process. These permanent and operational source control measures are outlined in Table G.1 of the WQMP. Measures include but are not limited to:

- Maintain landscaping using minimum or no pesticides.
- Provide Intergraded Pest Management information to owners, lessees, and operators.
- Provide an adequate number of refuse receptacles.
- Inspect receptacles regularly; repair or replace leaky receptacles.
- Keep receptacles covered.

- Prohibit/ prevent dumping of liquid or hazardous wastes.
- Post “no hazardous materials” signs.
- Inspect and pick-up spills immediately.
- Keep spill control materials available on-site.
- Maintain onsite storm drain inlets regularly, and provide educational material to residents (good practices and discharge prohibitions).
- Sweep sidewalks and streets regularly and prevent litter from accumulating (no cleaning agents or degreasers discharging to storm drain system).

With the incorporation of LID BMP measures listed above, the Project would not contribute runoff water, which would exceed the capacity of existing or planned storm water drainage systems, or provide substantial additional sources of polluted runoff. Impacts would be less than significant.

No Impact.

- iv) The Project is located in the following Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map: Riverside County, California and incorporated areas, Panel 811 of 3805, on map number 06065C0812G, effective date 8/28/2002. Per these maps, the site is located entirely in *Zone X Area of Minimal Flood Hazard*. This area is determined to be outside the 0.2 percent annual chance floodplain (FEMA 2002). No impact would occur.

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to Project inundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

No Impact.

A *seiche* is a standing wave in an enclosed or partially enclosed body of water. Seiches and seiche-related phenomena have been observed on lakes, reservoirs, swimming pools, bays, and seas. The key requirement for formation of a seiche is that the body of water be at least partially bounded, allowing the formation of the standing wave. The City of Beaumont is not subject to seiche because no significant water bodies exist within the City limits (City of Beaumont 2020a). No impact would occur regarding seiches.

A *tsunami* is a great sea wave, commonly referred to as a *tidal wave*, produced by a significant undersea disturbance such as tectonic displacement of a sea floor associated with large, shallow earthquakes. The Project Site is approximately 52 miles inland from the Pacific Ocean coastline and is therefore not subject to a tsunami. No impact would occur.

Furthermore, the Project Site is located on Zone X, which is outside of the 100- or 500-year floodplain (FEMA 2002). No impact would occur.

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Less than Significant Impact.

Please refer to previous Response 4.10.2 a). The Project would be required to comply with the NPDES standards to ensure that pollutants are not discharged in the storm drain system. The applicant has submitted a preliminary WQMP that incorporates water quality treatment features and LID site design, source control and treatment BMPs to address the NPDES requirements as part of the review process. This plan is intended to satisfy Riverside County’s Municipal Separate Storm Sewer System Ordinance and the Statewide NPDES. BMPs would be prepared for the Proposed Project and would be implemented to manage erosion and release of pollutants during construction-related activities. BMPs would consist of measures such as a stabilized construction entrance to avoid tracking soils offsite and straw wattles and silt filter bags to prevent offsite runoff onto public roadways or into drainage outlets. The Proposed Project’s grading plan would also ensure that earthwork is designed to avoid soil erosion. Thus, the Project would not conflict with implementation of an applicable water quality control plan.

As the Project is consistent with the City of Beaumont General Plan, and the City’s water supply projections that indicate there are sufficient water supplies to serve the Project within established safe yield amounts, the Project would not conflict with sustainability objectives of a groundwater management plan (City of Beaumont 2020a). Impacts would be less than significant.

4.10.3 Mitigation Measures

No significant impacts were identified; no mitigation measures are required.

4.11 Land Use and Planning

4.11.1 Environmental Setting

The Project Site and its immediate vicinity is within the 6th Street Corridor Planning Area of the City General Plan, approved in March 2007. Development in this area is largely commercial and industrial in character with many single-family and multifamily residences located between commercial parcels. The Project Site is bounded on the north by existing single-family residences, on the west by Xenia Avenue with apartment homes beyond, on the south by commercial properties and vacant land, and on the east by an apartment complex. The zoning designation for the site is Downtown Residential Multi-Family in the City of Beaumont Zoning Map. The City of Beaumont General Plan land use map designates the Project

Site as Multi-Family Residential. Multiple family apartments are a permitted use per Table 17.19-1 of the BMC.

Table 4.11-1. Surrounding Land Uses		
Location	General Plan Land Use Designations	Zoning Classifications
Site	Multi-Family Residential	Downtown Residential Multi-Family
North	Multi-Family Residential	Downtown Residential Multifamily
South	General Commercial	Sixth Street Mixed Use
East	Multi-Family Residential	Downtown Residential Multifamily
West	Multi-Family Residential	Downtown Residential Multifamily Residential Single Family

Source: City of Beaumont-- General Plan Land Use Map, City of Beaumont-- Zoning Map Final

4.11.2 Land Use and Planning (XI) Environmental Checklist and Discussion

Would the Project:

a) Physically divide an established community?

Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

No Impact.

Lands that surround the Project Site are developed with single- and multi-family residences to the north, east, and west. The Project would construct 192 multifamily apartment units and additional facilities including a clubhouse, a swimming pool and recreation area, dog park, and associated infrastructure. Although the Project Site is predominantly surrounded by residential development, no part of the Project would extend beyond the existing site boundaries, and no part of the Project would create a barrier within the established communities. Therefore, the Project would not physically divide an established community and no impact would occur.

Would the Project:

b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

No Impact.

The Proposed Project Site is zoned Downtown Residential Multi-Family and it has a land use designation of Multi-Family Residential in the City of Beaumont General Plan. Appropriate uses in this designation include single-family attached townhouses, condominiums, and apartments. The Project would comply

with BMC requirements for the Downtown Multi-Family Residential zone including building heights, setbacks, and density. Thus, the Proposed Project would be consistent with the City's General Plan. No impact would occur.

4.11.3 Mitigation Measures

No significant impacts were identified; no mitigation measures are required.

4.12 Mineral Resources

4.12.1 Environmental Setting

Minerals are defined as any naturally occurring chemical elements or compounds formed by inorganic processes and organic substances. Movable minerals are defined as a deposit of ore or minerals having a value materially in excess of the cost of developing, mining, and processing the mineral and reclaiming the Project Area. The conservation, extraction, and processing of mineral resources is essential to meeting the needs of society.

The Surface Mining and Reclamation Act of 1975 (SMARA) states that cities and counties shall adopt ordinances "...that establish procedures for the review and approval of reclamation plans and financial assurances and the issuance of a permit to conduct surface mining operations.." (PRC Section 2774). The intent of this legislation is to ensure the prevention or mitigation of the adverse environmental impacts of mining, the reclamation of mined lands, and the production and conservation of mineral resources are consistent with recreation, watershed, wildlife, and public safety objectives (PRC Section 2712).

SMARA requires the State Geologist to classify land into Mineral Resource Zones (MRZs) according to the known or inferred mineral potential of that land. The process is based solely on geology, without regard to existing land use or land ownership. The primary goal of mineral land classification is to ensure that the mineral potential of land is recognized by local government decision makers and considered before land use decisions, which could preclude mining, are made. Areas subject to California mineral land classification studies are divided into the following MRZ categories that reflect varying degrees of mineral potential:

- MRZ-1: Areas of no mineral resource significance
- MRZ-2: Areas of identified mineral resource significance
- MRZ-3: Areas of undetermined mineral resource significance
- MRZ-4: Areas of unknown mineral resource significance

There have been no significant mineral deposits found in the City of Beaumont. There are no delineated sites or locations of mineral resources within the City. However, since much of the area is flat and characterized by alluvial materials, which eroded and washed down from the mountains, extracting aggregate resources from open spaces adjacent to the flood channel in the western portion of the City and its SOI may be possible. Also, there are likely accretions of aggregate along watercourses and drainage ways within the City or Sphere boundaries (City of Beaumont 2020a).

4.12.2 Mineral Resources (XII) Environmental Checklist and Discussion

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

No Impact.

According to the California DOC, Mineral Land Classification map, the Project Site and its immediate vicinity are located within MRZ-3. There are no known or identified mineral resources of regional or Statewide importance within the General Plan Area (City of Beaumont 2020a). Development of the Proposed Project would not result in the loss of availability of a known mineral resource of value. Additionally, mineral resource mining would not be compatible with the surrounding land uses and the General Plan designation for the Project Site. Therefore, no impact would occur.

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

No Impact.

There are no delineated sites of mineral resources within the General Plan Area. Undeveloped parts of the General Plan Area may yield sand, gravel and aggregate that can be used for local construction activities as long as mineral extraction does not conflict with other policies or land uses. The Project Site has a zoning designation of Downtown Residential Multi-Family and a General Plan land use designation of Multi-Family Residential. Development of the Proposed Project would not result in the loss of availability of a locally-important mineral resource recovery site. Therefore, no impact would occur.

4.12.3 Mitigation Measures

No significant impacts were identified; no mitigation measures are required.

4.13 Noise

This section documents the results of a Project Noise Impact Study, prepared by RK Engineering in September 2022 (RK Engineering 2022b; Appendix I), as a comparison of predicted Proposed Project noise levels to noise standards promulgated by BMC. The City’s Municipal Code (Title 9, Chapter 9.02) includes detailed noise regulations intended to protect the welfare of its residents from excessive,

unnecessary, or unusually loud noises by any and all sources in the community. The noise regulations in this chapter establish criteria and standards for the regulation of noise levels within the City.

The purpose of this section is to estimate Project-generated noise levels and determine the level of impact the Proposed Project would have on the environment. This section describes the existing environmental and regulatory conditions specific to noise and addresses the potential impact of the Proposed Project.

4.13.1 Environmental Setting

4.13.1.1 Noise Fundamentals

Noise is generally defined as sound that is loud, disagreeable, or unexpected. The selection of a proper noise descriptor for a specific source is dependent on the spatial and temporal distribution, duration, and fluctuation of the noise. The noise descriptors most often encountered when dealing with traffic, community, and environmental noise include the average hourly noise level (in L_{eq}) and the average daily noise levels/community noise equivalent level (in L_{dn} /CNEL). The L_{eq} is a measure of ambient noise, while the L_{dn} and CNEL are measures of community noise. Each is applicable to this analysis and defined as follows¹:

- **Equivalent Noise Level (L_{eq})** is the sound level corresponding to a steady noise level over a given sample period with the same amount of acoustic energy as the actual time-varying noise level. The energy average noise level during the sample period.
- **Day-Night Average (L_{dn})** is a 24-hour average L_{eq} with a 10-dBA *weighting* added to noise during the hours of 10:00 p.m. to 7:00 a.m. to account for noise sensitivity in the nighttime. The logarithmic effect of these additions is that a 60 dBA 24-hour L_{eq} would result in a measurement of 66.4 dBA L_{dn} .
- **Community Noise Equivalent Level (CNEL)** is the average equivalent A-weighted sound level during a 24-hour day, obtained after addition of five (5) decibels (dB) to sound levels in the evening from 7:00 to 10:00 p.m. and after addition of ten (10) decibels to sound levels in the night before 7:00 a.m. and after 10:00 p.m..

Noise can be generated by a number of sources, including mobile sources, such as automobiles, trucks and airplanes, and stationary sources, such as construction sites, machinery, and industrial operations.

Sound spreads (propagates) uniformly outward in a spherical pattern, and the sound level decreases (attenuates) at a rate of approximately six dB for each doubling of distance from a stationary or point source. Sound from a line source, such as a highway, propagates outward in a cylindrical pattern, often referred to as cylindrical spreading. Sound levels attenuate at a rate of approximately three dB for each doubling of distance from a line source, such as a roadway, depending on ground surface characteristics (Federal Highway Administration [FHWA] 2011). Soft surfaces, such as soft dirt or grass, can absorb sound,

¹ RK Engineering 2022b; Appendix H

so an excess ground-attenuation value of 1.5 dB per doubling of distance is normally assumed (FHWA 2011).

The manner in which older structures in California were constructed generally provides a reduction of exterior-to-interior noise levels of about 20 to 25 dBA with closed windows (Caltrans 2002). The exterior-to-interior reduction of newer structures is generally 30 dBA or more (Harris, Miller, Miller and Hansen 2006).

4.13.1.2 Human Response to Noise

The human response to environmental noise is subjective and varies considerably from individual to individual. Noise in the community has often been cited as a health problem, not in terms of actual physiological damage, such as hearing impairment, but in terms of inhibiting general well-being and contributing to undue stress and annoyance. The health effects of noise in the community arise from interference with human activities, including sleep, speech, recreation, and tasks that demand concentration or coordination. Hearing loss can occur at the highest noise intensity levels.

Noise environments and consequences of human activities are usually well represented by median noise levels during the day or night or over a 24-hour period. Environmental noise levels are generally considered low when the CNEL is below 60 dBA, moderate in the 60- to 70-dBA range, and high, above 70 dBA. Examples of low daytime levels are isolated, natural settings with noise levels as low as 20 dBA and quiet, suburban, residential streets with noise levels around 40 dBA. Noise levels above 45 dBA at night can disrupt sleep. Examples of moderate-level noise environments are urban residential or semi-commercial areas (typically 55 to 60 dBA) and commercial locations (typically 60 dBA). People may consider louder environments adverse, but most will accept the higher levels associated with noisier urban residential or residential-commercial areas (60 to 75 dBA) or dense urban or industrial areas (65 to 80 dBA). The following relationships should be noted in understanding this analysis regarding increases in dBA:

- Except in carefully controlled laboratory experiments, a change of 1.0 dBA cannot be perceived by humans.
- Outside of the laboratory, a 3.0-dBA change is considered a just-perceivable difference.
- A change in level of at least 5.0 dBA is required before any noticeable change in community response would be expected. An increase of 5.0 dBA is typically considered substantial.
- A 10.0-dBA change is subjectively heard as an approximate doubling in loudness and would almost certainly cause an adverse change in community response.

4.13.1.3 Noise Sensitive Land Uses

Noise-sensitive land uses are generally considered to include those uses where noise exposure could result in health-related risks to individuals, as well as places where quiet is an essential element of their intended purpose. Residential dwellings are of primary concern because of the potential for increased and prolonged exposure of individuals to both interior and exterior noise levels. Additional land uses such as

hospitals, historic sites, cemeteries, and certain recreation areas are considered sensitive to increases in exterior noise levels. Schools, churches, hotels, libraries, and other places where low interior noise levels are essential are also considered noise-sensitive land uses.

Several noise sensitive land use areas are present surrounding the Project Site, including;

- Existing single family residential uses located adjacent to the Project Site to the north, approximately 50 feet from the nearest building façade (Building 2).
- Existing multifamily residential uses located adjacent to the Project Site to the east, approximately 100 feet from the nearest building façade (Building 8).
- Existing multifamily residential uses located across Xenia Avenue approximately 149 feet to the west from the nearest building façade (Building 2).
- Existing Sundance Elementary School located across 8th Street approximately 250 feet to the north of the Project Site.

4.13.1.4 Vibration Fundamentals

Ground vibration can be measured several ways to quantify the amplitude of vibration produced. This can be through peak particle velocity (PPV) or root mean square velocity. These velocity measurements measure maximum particle at one point or the average of the squared amplitude of the signal, respectively.

Vibration impacts on people can be described as the level of annoyance and can vary depending on an individual’s sensitivity. Generally, low-level vibrations may cause window rattling but do not pose any threats to the integrity of buildings or structures.

4.13.2 Noise (XIII) Environmental Checklist and Discussion

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Less than Significant Impact.

4.13.2.1 Construction Noise Impacts

Temporary construction noise and vibration impacts have been assessed from the Project Site to the surrounding adjacent land uses. The degree of construction noise will vary depending on the type of construction activity taking place and the location of the activity relative to the surrounding properties.

The City of BMC Chapter 9.02 establishes City-wide standards regulating noise for residential zones, public places, and motor vehicles. BMC Chapter 9.02.110 states that no construction activities may occur within 0.25 mile from an occupied residential dwelling between the hours of 6:00 p.m. and 6:00 a.m. during the months of June through September, and between the hours of 6:00 p.m. and 7:00 a.m. between the months of October through May, unless such activities are permitted under written consent of the City's Building Official.

The site-specific noise impact study analyzes potential noise impacts during all expected phases of construction, including; site preparation, grading, building construction, paving, and architectural coating. Noise levels are calculated based on an average distance of equipment over an 8-hour period to the nearest adjacent property. The Project's estimated construction noise levels have been calculated using the FHWA's Roadway Construction Noise Model Version 1.1. Table 4.13-1 shows the noise level impacts to the receptor at 180 feet. Noise levels were projected at an average distance of 180 feet for equipment operating over an eight-hour period from to the nearest sensitive receptor property line. While some construction noise activity may occur closer than 180 feet from the property line, noise levels are averaged over an eight-hour period for purposes of assessing impacts.

Table 4.13-1. Project Construction Noise Levels – at 180 Feet				
Phase	Equipment	Quantity	Equipment Noise Level at 180feet (dBA L_{eq})	Combined Noise Level (dBA L_{eq})
Site Preparation	Rubber Tired Dozers	3	70.6	80.5
	Tractors/Loaders/Backhoes	4	72.9	
Grading	Excavators	2	69.6	81.1
	Graders	1	73.9	
	Rubber Tired Dozers	1	70.6	
	Scrapers	2	72.5	
	Tractors/Loaders/Backhoes	2	72.9	
Building Construction	Cranes	1	69.5	79.3
	Forklifts	3	63.9	
	Generator Sets	1	69.5	
	Tractors/Loaders/Backhoes	3	72.9	
	Welders	1	62.9	
Paving	Cement and Mortar Mixer	2	67.7	74.5
	Pavers	2	66.1	
	Paving Equipment	2	66.1	
Architectural Coating	Air Compressors	1	66.6	66.6
Worst Case Construction Phase Noise L _{vel} - L _{eq} (dBA) – without wall				81.1
Worst Case Construction Phase Noise L _{vel} - L _{eq} (dBA) – with wall				70.8

As shown in Table 4.13-1, the Project is expected to generate noise levels of approximately 70.8 dBA at 180 feet with the proposed noise barrier wall. Construction noise calculation worksheets are provided in Appendix I.

Per the City of Beaumont Municipal Code Section 9.02.110(F), construction-related noise shall not exceed 55 dBA for more than 15 minutes per hour as measured in the interior of the nearest occupied residence or school. Based on the construction noise levels in Table 4.13-1 above, the Proposed Project may expose adjacent sensitive receptors to noise levels that exceed the City’s maximum allowable standards for interior noise exposure. Therefore, to ensure that interior noise levels fall within allowable levels, the following preliminary interior noise analysis has been performed.

The preliminary interior noise analysis has been prepared for the nearest off-site sensitive receptor locations using a typical “windows closed” condition (Table 4.13-2). A minimum of 20 dBA noise reduction is assumed with the *windows closed* condition and standard California construction windows (Sound Transmission Class ≥ 25).

Based on the interior noise analysis, adjacent sensitive receptor locations will not experience interior noise levels greater than 55 dBA during project construction. Therefore, the construction noise-related impacts are considered less than significant.

Table 4.13-2. Interior Noise Analysis – Construction Noise			
Receptor Location	Exterior Noise Level at Building Façade (dBA L_{eq})	Interior Noise Standard¹ (dBA L_{eq})	Interior Noise Level with “Windows Closed²” Conditions (dBA L_{eq})
Existing residential land uses located north of the Project Site	70.8	55.0	50.8

¹Source: City of Beaumont Municipal Code Section 9.02.110(F).

²A minimum of 20 dBA noise reduction is assumed with *the windows closed* condition and standard California construction windows (Sound Transmission Class ≥ 25).

The following recommended design features are provided to help ensure the Project’s noise levels remain less than significant and do not adversely impact the adjacent noise sensitive land uses. Design features are typically included in the conditions of approval for the Project and are not considered mitigation under CEQA.

DF-1 Prior to the issuance of building permits, the project shall demonstrate building construction will achieve the minimum interior noise standard of 45 dBA CNEL for all residential units, per the California Building Standards Code.

DF-2 The project shall comply with California Title 24 building insulation requirements for exterior walls, roofs and common separating assemblies (e.g., floor/ceiling assemblies and demising walls).

- DF-3** For proper acoustical performance, all exterior windows, doors, and sliding glass doors should have a positive seal and leaks/cracks must be kept to a minimum.
- DF-4** All HVAC equipment shall be shielded behind parapet walls or enclosed from the line of sight of all adjacent residential properties.
- DF-5** Deliveries, loading and unloading activities, and trash pick-up hours should be limited to daytime hours only (7 a.m. – 10 p.m.).
- DF-6** Hours of operation for the pool and spa recreation area and dog park should be limited to daytime hours only (7 a.m. – 10 p.m.).
- DF-7** Construct a six (6) foot high noise barrier wall along the property lines in the beginning phases of construction to provide shielding to the adjacent noise sensitive receptors. The designed noise screening will only be accomplished if the barrier's weight is at least 3.5 pounds per square foot of face area without decorative cutouts or line-of-site openings between the shielded areas and the Project Site. All gaps (except for weep holes) should be filled with grout or caulking to avoid flanking.

Noise control barrier may be constructed using one, or any combination of the following materials:

- Masonry block;
 - Stucco veneer over wood framing (or foam core), or 1-inch-thick tongue and groove wood of sufficient weight per square foot;
 - Transparent glass (3/8-inch-thick), acrylic, polycarbonate, or other transparent material with sufficient weight per square foot.
- DF-8** All pool/spa equipment will be enclosed from line of sight behind a solid block wall.
- DF-9** Prepare a construction management plan and obtain a construction work permit from the City of Beaumont prior to starting construction. The construction management plan shall ensure all contractors implement construction best management practices to reduce construction noise levels, such as:
- Construction activities shall not take place between the hours of 6:00 p.m. and 7:00 a.m. on weekdays, including Saturday, or at any time on Sunday or a Federal holiday.
 - All construction equipment shall be equipped with muffles and other suitable noise attenuation devices (e.g., engine shields).
 - Grading and construction contractors shall use quieter equipment as opposed to noisier equipment (such as rubber-tired equipment rather than track equipment), to the maximum extent feasible.

- If feasible, electric hook-ups shall be provided to avoid the use of generators. If electric service is determined to be infeasible for the site, only whisper-quiet generators shall be used (i.e., inverter generators capable of providing variable load).
- Use electric air compressors and similar power tools rather than diesel equipment, where feasible.
- Locate staging area, generators and stationary construction equipment as far from the adjacent residential homes as feasible.
- Construction-related equipment, including heavy-duty equipment, motor vehicles, and portable equipment, shall be turned off when not in use for more than five minutes.
- Provide notifications and signage in readily visible locations along the perimeter of construction sites that indicate the dates and duration of construction activities, as well as provide a telephone number where neighbors can enquire about the construction process and register complaints to a designated construction noise disturbance coordinator.

DF-10 No impact pile driving or blasting activities will be performed on the Project Site during construction.

4.13.2.2 Operational Noise Impacts

The Project is not expected to consist of significant sources of stationary noise. The main sources of potential stationary noise impacts from the Project would mainly include onsite noise from vehicular circulation, parking lot noise, outdoor fitness center, the dog park, and Heating, Ventilation and Air Conditioning (HVAC) units. The preliminary plan for the outdoor exercise area includes: a yoga/stretching area and a variety of different pieces of outdoor fitness equipment (squats, inner thigh adductor, triceps press, rower, shoulder press, ab toner and stepper).

The types of onsite noise from the Project are typically considered compatible with other adjacent residential uses and would not typically be categorized as loud, unnecessary, or unusual noise that disturbs the peace or quiet of any neighborhood, or that causes discomfort or annoyance to any person of normal sensitiveness. In particular, social activities and vehicular related noise are generally substantially less during the noise sensitive nighttime hours.

Mechanical HVAC would be located on the rooftop of each building and would be shielded behind parapet walls. The nearest noise sensitive receptors are existing single-family residential homes located approximately 50 feet away from the Building 2 façade. All other adjacent noise sensitive receptors are located farther than 50 feet from the nearest building façade. Therefore, this evaluation provides a worst-case assessment of HVAC noise impacts at 50 feet.

The dog park will be located at the northeast corner of the property. The nearest noise sensitive receptors are existing residential land uses located approximately 44 feet from the center of the proposed dog park. All other adjacent noise sensitive receptors are located farther than 44 feet from the center of the

proposed dog park. Therefore, this evaluation provides a worst-case assessment of dog park noise at 44 feet.

Onsite vehicular noise would occur from vehicle engine idling and exhaust, doors slamming, tires screeching, people talking, and the occasional horn honking. The vehicular noise would occur approximately 20 feet from the northern and eastern property line of the Project Site.

The Project will also include an on-site community club/swimming pool that is a potential source of operational noise. The club and swimming pool will be located near the center of the western end of the site, approximately 130 feet from the nearest property line, and will be blocked from sensitive receptors by the surrounding on-site buildings and equipment will be enclosed within an equipment room. Due to the location of the proposed on-site community club/swimming pool the noise impacts to adjacent properties surrounding the site would be less than significant.

The Project includes a six-foot noise barrier wall along the northern, southern, eastern and western property lines and the noise study has taken the applicable noise barrier shielding into account during the analysis.

It should be noted that the existing daytime noise levels at the Project Site and surrounding uses are approximately 59.6 dBA and currently exceeding the City of Beaumont Baseline Ambient Noise Levels (BANL) of 55 dBA for residential uses. Therefore, the daytime BANL threshold used in this analysis has been increased to the measured 59.6 dBA noise level. Because no noise measurements were taken during nighttime hours, nighttime noise impacts are analyzed using the City of Beaumont Nighttime Baseline Ambient Noise Levels of 45 dBA.

As shown in Table 4.13-3, operational noise levels generated by the Project are not expected to cause an increase in the Baseline Ambient Noise Level by more than five dBA. As a result, the Project would not exceed the City's daytime or nighttime noise standards at the nearest adjacent noise sensitive land uses and the impact is considered less than significant.

Table 4.13-3. Stationary Noise Impact Analysis		
Noise Source	Exterior Noise Level (L_{eq}) dBA¹	
	Daytime 7:00 a.m. to 10:00 p.m.	Nighttime 10:00 p.m. to 7:00 a.m.
HVAC Unit	39.6	39.6
Dog Park	56.9	0.0 ²
Parking Lot	41.4	41.4
Base Ambient Noise Level (BANL) ³	59.6	45.0
Combined Noise Level	61.5	47.4
Increase in BANL	1.9	2.4
<i>Beaumont Noise Level Criteria</i>	5 dBA above BANL	5 dBA above BANL
Noise Level Exceeds Standard:	No	No

¹Stationary HVAC noise calculation worksheets are shown in Appendix I.

²The proposed dog park will not be permitted to run during nighttime hours. Therefore, there is assumed to be no nighttime noise impact.

³Daytime Baseline Ambient Noise Levels reflect ambient noise measurements performed by RK Engineering Group, Inc. Nighttime Baseline Ambient Noise Levels reflect the City of Beaumont standards.

4.13.2.3 Noise/Land Use Compatibility

The Project’s noise/land use compatibility setting is evaluated to determine future noise levels to habitable exterior and interior areas on the Project Site, and is intended to satisfy the City of Beaumont General Plan Noise Element Objectives and Policies which help ensure resident’s quality of life is not affected adversely by high noise levels. The Project’s noise/land use compatibility is not necessarily applicable to CEQA, as recent court rulings have indicated that CEQA is primarily concerned with the project’s impact of the environment, not the environment’s impact on a project.

Based on the Beaumont General Plan Chapter 10: Noise, Figure 10.2 Future Noise Contours from Transportation, the Project Site is located within a 65-dBA CNEL noise contour. According to the City of Beaumont General Plan, the standard used for maximum outdoor noise levels in residential areas in California, and the City specifically, is a CNEL of 65 dBA. Therefore, the Project is considered compatible with the surrounding land use and noise environment. Impacts would be less than significant.

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
b) Result in generation of excessive ground-borne vibration or ground-borne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Less than Significant Impact.

Table 4.13-4 shows the Project’s construction-related vibration analysis at the nearest structures to the Project construction area. Construction impacts are assessed from the closest area on the Project Site to the nearest adjacent structure.

Table 4.13-4. Construction Vibration Impact Analysis					
Construction Activity	Distance to Nearest Structure (feet)	Duration	Calculated Vibration Level PPV (inches/second)	Damage Potential Level	Annoyance Criteria Level
Large Bulldozer	25	Continuous/Frequent	0.089	Extremely fragile historic buildings, ruins ancient monuments	Barely Perceptible
Vibratory Roller	25	Continuous/Frequent	0.210	Fragile Buildings	Distinctly Perceptible
Loaded Trucks	25	Continuous/Frequent	0.076	Extremely fragile historic buildings, ruins ancient monuments	Barely Perceptible

As shown in Table 4.13-4, Project related construction activity is not expected to cause any potential damage to the nearest structures. The annoyance potential of vibration from construction activities would range from *distinctly perceptible* to *barely perceptible*. Impacts would be less than significant.

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
c) For a Project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project expose people residing or working in the Project Area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Less Than Significant Impact.

In addition to roadway noise, air traffic periodically contributes to the noise environment. There are no airports in the City of Beaumont. However, the Banning Municipal Airport is located approximately five miles east of the City’s eastern boundary. Interstate 10 is a regularly traveled route for private aircraft to follow. Therefore, aircraft noise may intermittently affect noise-sensitive receptors in the City, but noise

levels would be outside of all identified 55-, 60-, and 65-dBA airport noise contours (Appendix I). A less than significant impact would occur.

4.13.3 Mitigation Measures

No significant impacts were identified; no mitigation measures are required.

4.14 Population and Housing

4.14.1 Environmental Setting

The City of Beaumont has seen tremendous demographic changes in the last several decades including a population that has more than quadrupled over the last 25 years, reaching over 48,000 in 2018. Younger people and families comprise a larger proportion of the community compared to the State of California, with median age 1.2 years below that of the state and an average household size of 3.21 people, larger than the state average of 2.97. Beaumont has a larger proportion of youth nine years old and younger (18 percent of the population) than Riverside County (15 percent) and the State (14 percent). The population of retirees (individuals 55 to 69 years of age) has increased most rapidly since 2000 and comprises approximately 15 percent of the population, slightly higher than state levels. Beaumont residents are attaining higher levels of education with 64 percent of those 25 years old and older having some college education or higher, an increase from 56 percent in 2010. Median household income has more than doubled over 15 years, from \$29,721 in 2000 to \$64,830 in 2015. As of 2018, there were 14,000 existing households in the City of Beaumont. Residential development is primarily found north of SR-60 and I-10 in the flatter areas of the City (City of Beaumont 2020a).

According to SCAG’s 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy, significant growth is anticipated to occur within the City as well as the County in the next two decades. Population in the City is forecasted to increase to 80,200 persons by 2045, an approximately 55.2 percent difference from 2016. Households within the City are forecasted to increase to 25,100 households by 2045, an approximately 55.4 percent difference from 2016. SCAG also forecasts that the number of jobs in the City will increase to 15,900 by 2045, an approximately 52.3 percentage difference.

4.14.2 Population and Housing (XIV) Environmental Checklist and Discussion

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Less than Significant Impact.

Induced growth is any growth that exceeds planned growth and results from new development that would not have taken place without implementation of the project. For example, development of a project may require additional housing, goods, and services associated with the population increase caused by, or attracted to, the new project. Growth induced from a project may result in significant adverse impacts if the growth is not consistent with the land use plans and growth management plans and policies for the area affected. Thus, it is important to assess the degree to which the growth accommodated by a project would conflict with any applicable land use plan, policy, or regulation.

According to the United States Census Bureau, the City’s population was 55,280 in July 2021 (U.S. Census Bureau 2022) and the average household size is 3.21 persons (City of Beaumont 2020a). The Project proposes 192 dwelling units and associated features and facilities including a clubhouse, a pool/recreation area, parking, and associated infrastructure. Thus, the Project would increase the City’s population by approximately 617 persons (a 1.1 percent increase). However, the population increase would be consistent with projections made by SCAG and the General Plan, as discussed above. The Proposed Project is consistent with land use designation in the City’s General Plan and is surrounded by existing residential development. Therefore, the Project would not induce substantial unplanned population growth. Impacts would be less than significant.

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
b) Displace substantial numbers of people or existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

No Impact.

The Project Site consists of vacant land and would not displace persons or housing. Therefore, no impact would occur.

4.14.3 Mitigation Measures

No significant impacts were identified; no mitigation measures are required.

4.15 Public Services

4.15.1 Environmental Setting

4.15.1.1 Police Services

Police protection services in Beaumont are provided by the Beaumont Police Department (BPD). The Project Site is served by the BPD station located at 660 Orange Avenue approximately 1.3 miles west of the Project Site.

4.15.1.2 Fire Services

The City of Beaumont is contracted with the RCFD, in conjunction with CAL FIRE. Therefore, fire protection for the Project Site is provided by the RCFD. The nearest fire station to the Project Site is the City of Beaumont Fire Station 20 located at 1550 East Sixth Street, approximately 0.5 mile southeast of the Project Site.

4.15.1.3 Schools

The Project Site is within the Beaumont Unified School District (BUSD). BUSD operates 13 schools, including seven elementary schools, a K-8 school, two middle schools, two high schools, an independent study institute, and an adult education school (BUSD 2022). The Project Site is located approximately 0.1 mile from Sundance Elementary School, located at 1520 East 8th Street.

4.15.1.4 Parks

The City of Beaumont and Cherry Valley Recreation and Park District own and operate park facilities. The City has approximately 141 acres of parks consisting of neighborhood and community parks. The City has approximately 737 acres of private recreational uses, primarily comprised of private golf courses (City of Beaumont 2020a). The Sun Lakes Country Club is located approximately 0.7 mile southeast of the Project Site.

4.15.2 Public Services (XV) Environmental Checklist and Discussion

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
Fire Protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Police Protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other Public Facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

According to the United States Census Bureau, the City’s population was 55,280 in July 2021 (U.S. Census Bureau 2022) and the average household size is 3.21 persons (City of Beaumont 2020a). The Project proposes 192 dwelling units and associated features and facilities including a clubhouse, a pool/recreation area, parking, and associated infrastructure. Thus, the Project would increase the City’s population by approximately 617 persons. As such, some additional demand for fire, police, school, and park services would occur due to the Project.

4.15.2.1 Fire and Police Services

Less than Significant Impact.

The Proposed Project would result in an increased demand for police and fire protection services resulting from the new residential community and an increase of vehicular traffic to the area. However, although the demands for public services would increase with the Proposed Project beyond existing conditions, the increase in population and housing would be consistent with assumptions in the General Plan, which provides the basis for future planning purposes. Development with modern materials and in accordance with current standards, inclusive of fire-resistant materials, fire alarms and detection systems, automatic fire sprinklers, would enhance fire safety and would support fire protection services. The BPD and RCFD would review the project plans and applications in coordination with the City to ensure services would not be significantly impacted. The RCFD and the BPD have sufficient resources to accommodate the Proposed Project and would not result in the need to construct new or physically alter existing fire or police protection facilities. Therefore, no significant impacts would occur related to fire or police services.

4.15.2.2 Schools

Less than Significant Impact.

The Project would increase the City’s population by approximately 617 persons. The estimated student generation rates are listed below in Table 4.15-1. These numbers represent a conservative estimate and are likely to be less due to the potential for students to enroll at other BUSD schools located away from home attendance area. Additionally, this assumes all students attend public schools in the area and do not attend private schools or participate in home schooling.

Table 4.15-1. Estimated Student Generation Rates					
School Site	Grade Level	Generation Rate	Anticipated Number of Students	Site Capacity	Current Enrollment¹
Sundance Elementary	TK – 5th	0.2602	50	957	712
San Gorgonio Middle School	5th – 8th	0.1302	25	1,504	1,181
Beaumont High School	9th – 12th	0.1107	22	5,120	3,182

¹Current enrollment information is for the most recent available data (2021-2022 school year) (DataQuest, 2023)
Source: Hendrix 2023

As shown in Table 4.15-1, Sundance Elementary School, San Gorgonio Middle School, and Beaumont High School would accept the new student population induced by the Proposed Project and the anticipated student population generated by the Project would not cause any of the schools to exceed their site capacity based on the most recent enrolment information. Education Code Section 17620 allows school districts to assess fees on new residential and commercial construction within their respective boundaries. These fees can be collected and used to fund the construction of school facilities necessitated by the impact of residential and commercial development activity. Therefore, payment of the applicable school fees to BUSD would allow BUSD to provide adequate school facilities to serve the community, including new or expanded facilities as may be necessary. Accordingly, with adherence to existing regulations, impacts to school facilities during Project operation would be considered less than significant.

4.15.2.3 Parks

Less than Significant Impact.

Any related increase in demand for City parks, or demand for other facilities resulting from Project implementation would also be consistent with the increased demand assumed in the General Plan. Therefore, impacts would be less than significant.

4.15.2.4 Other Public Facilities

Less than Significant Impact.

In accordance with City guidelines, development fees would be collected for the provision of public services. These fees would offset any Project-related demands on such public services; therefore impacts would be less than significant.

4.15.3 Mitigation Measures

No significant impacts were identified; no mitigation measures are required.

4.16 Recreation

4.16.1 Environmental Setting

Recreational amenities in the City of Beaumont include 17 city parks and other parks located within the Beaumont Cherry Valley Recreation and Park District. The City's unique location provides its residents with beautiful mountain views and abundant recreational opportunities. The City has approximately 141 acres of parks consisting of neighborhood and community parks, and approximately 737 acres of private recreational uses, which are primarily comprised of private golf courses (City of Beaumont 2020a). The Sun Lakes Country Club is located approximately 0.7 mile southeast of the Project Site.

According to the City's General Plan, new neighborhoods will be designed as complete communities with a mix of housing types well-connected with bicycle- and pedestrian-friendly streets to neighborhood retail and community and recreational amenities. The City will promote active open space corridors and

trails in protected open space areas that support natural vegetation, scenic vistas, and sensitive habitats as well as recreational opportunities.

4.16.2 Recreation (XVI) Materials Checklist

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Less than Significant Impact.

The Proposed Project is not expected to significantly impact the City’s existing parks or recreational facilities. The Project would offer residents both active and passive recreational opportunities. Recreational amenities proposed onsite include clubhouse pools/spas, an outdoor fitness center, open space, and a dog park. The preliminary plan for the outdoor exercise area includes: a yoga/stretching area and a variety of different pieces of outdoor fitness equipment (squats, inner thigh adductor, triceps press, rower, shoulder press, ab toner and stepper). These amenities would not be available to the general public because the proposed development would be a private gated community. The majority of recreational needs of the residents would be met by the proposed on-site recreational amenities. Therefore, the Proposed Project would not substantially increase the use of existing neighborhood and regional parks such that substantial physical deterioration would not occur. In addition, the Applicant would be required to pay in-lieu fees prior to occupancy, pursuant to City requirements. This development fee would help reduce potential impacts of future development on parks and recreational facilities. Thus, the Project would have a less than significant impact in this regard.

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
b) Include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Less than Significant Impact.

The Proposed Project would not require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment. The Project would offer both active and passive recreational opportunities within the private gated community. These amenities would not be available to the general public. However, the City’s in-lieu fees collected prior to occupancy are intended to offset any potential demand for parks and recreational facilities. Impacts would be less than significant.

4.16.3 Mitigation Measures

No significant impacts were identified; no mitigation measures are required.

4.17 Transportation

4.17.1 Environmental Setting

RK Engineering prepared a site-specific traffic impact analysis to evaluate the Project from a traffic and circulation standpoint and to determine whether the Proposed Project would have a significant traffic impact on the environment (RK Engineering 2022c; Appendix J). A field review of the Study Area in March 2022 was conducted to determine the existing traffic controls and intersection geometrics for roadway facilities near the site.

4.17.1.1 Study Area

The traffic analysis evaluates the Proposed Project from a traffic and circulation standpoint in accordance with the *Western Riverside Council of Governments (WRCOG) Recommended Traffic Impact Analysis Guidelines for Vehicles Miles Traveled and Level of Service Assessment*, City of Beaumont guidelines, City of Banning General Plan Circulation Element, and CEQA. The study area consists of the following six intersections, which span the cities of Beaumont and Banning:

1. Xenia Avenue (NS) at 8th Street (EW) (Beaumont)
2. Xenia Avenue (NS) at 6th Street (EW) (Beaumont)
3. Highland Springs Avenue (NS) at 8th Street/Wilson Street (EW) (Beaumont/Banning);
4. Highland Springs Avenue (NS) at 6th Street/Ramsey Street (EW) (Beaumont/Banning);
5. Xenia Avenue (NS) at Project Access 1 (EW) (Beaumont); and
6. Project Access 2 (NS) at 8th Street (EW) (Beaumont).

4.17.1.2 Analysis Methodologies

In accordance with the *Western Riverside Council of Governments Recommended Traffic Impact Analysis Guidelines for Vehicles Miles Traveled and Level of Service Assessment*, updated January 2020, the Highway Capacity Manual Sixth Edition (HCM 6) is utilized as the technical guide in the evaluation of traffic operations. The HCM defines level of service as a qualitative measure which describes operational conditions within a traffic stream, generally in terms of factors such as speed and travel time, freedom to maneuver, traffic interruptions, comfort and convenience, and safety. The criteria used to evaluate Level of Service (LOS) conditions vary based on the type of roadway and whether the traffic flow is considered interrupted or uninterrupted.

The analysis evaluates traffic conditions for the study intersections under the following scenarios:

- Existing Conditions;

- Project Opening Year (2024) Without Project Conditions; and
- Project Opening Year (2024) With Project Conditions.

4.17.2 Transportation (XVII) Environmental Checklist and Discussion

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

No Impact.

4.17.2.1 Project Trip Generation

Trip generation represents the amount of traffic that is attracted and produced by a development. Trip generation is typically estimated based on the trip generation rates from the latest Institute of Transportation Engineers Trip Generation Manual. Based on these trip generation rates, the Proposed Project is forecast to generate approximately 1,294 daily trips which include approximately 77 AM peak hour trips and approximately 98 PM peak hour trips.

4.17.2.2 Intersection Analysis

The intersection level of service analysis has been performed at six intersections within the vicinity of the site where the Project may contribute a significant amount of traffic. Project deficiencies have been evaluated within the Study Area based on peak hour level of service criteria.

All four existing study intersections are currently operating at an acceptable LOS (D or better) during the AM and PM peak hours.

All four existing study intersections are forecast to operate at an acceptable LOS (D or better) during the AM and PM peak hours for Project Opening Year (2024) Without Project Conditions.

All six study intersections are forecast to operate at an acceptable LOS (D or better) during the AM and PM peak hours for Project Opening Year (2024) With Project Conditions. As such, no improvements are required or recommended at any of the six study intersections.

4.17.2.3 Public Transportation, Bicycle, and Pedestrian Facilities

The Project Site does not currently have sidewalks or bike lanes. However, the Project would construct a sidewalk along the Project’s frontage along Xenia Avenue. Additionally, the Project would provide bicycle parking spaces in compliance with the California Green Building Standards Code. Public transit provided by the City of Beaumont Transit System is available adjacent to the Project Site at the Xenia Avenue at Noble Creek bus stop and the 8th Street and Allegheny Street bus stop. These bus stops would provide

convenient public transportation access to residents of the proposed apartment complex. The Project would not involve construction or operational activities that would adversely affect public transit, bikeways, or pedestrian facilities, or otherwise substantially decrease the performance or safety of such facilities.

4.17.2.4 Conclusion

The Project does not propose elements or aspects that would conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities. As stated above, the traffic impact analysis has been conducted pursuant to WRCOG, City of Beaumont, City of Banning, and CEQA requirements. No impact would occur.

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
b) Conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Less than Significant Impact.

The WRCOG guidelines have implemented project screening procedures to identify projects that may be presumed to have a less than significant impact on Vehicle Miles Traveled (VMT). The WRCOG guidelines indicate that projects located within a low VMT-generating area may be presumed to have a less than significant impact absent substantial evidence to the contrary and would be exempted from further project-level VMT assessment.

To identify if the project is in a low VMT-generating area, the WRCOG screening tool is used to compare the baseline (i.e., Opening Year 2024) project-generated VMT per service population to the lead agency’s (City of Beaumont’s) VMT per service population. Based on the results of the WRCOG VMT screening tool as shown in Appendix J of this Draft IS/MND, the Proposed Project’s baseline VMT (i.e., Opening Year 2024) is calculated to be 30.2 VMT per service population. Because the Project’s baseline VMT is less than the City of Beaumont’s threshold of significance of 31.5 VMT per service population, the Proposed Project satisfies the Low VMT Area Screening procedure. The Project may be presumed to have a less than significant impact to VMT. Therefore, impacts would be less than significant.

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

No Impact.

The Project includes a 26-foot driveway on 8th Street and a 38-foot driveway on Xenia Avenue. Based on the Project Site plan, it is expected that the projected two-vehicle queue at both Project access driveways can be accommodated and is not expected to spill onto the public roadway. Because the Project Access 2 driveway is not expected to serve visitors and no turnaround area is proposed, a *Residents Only* sign is recommended at the entrance to redirect visitors to utilize the main gate at the Project Access 1 driveway along Xenia Avenue (RK Engineering 2022c).

The Proposed Project does not include geometric design features or incompatible uses that would substantially increase hazards. The Project Site is almost perfectly rectangular and is not adjacent to winding roads. Furthermore, the 8th Street and Xenia Avenue intersection is a four-way stop, which decreases potential safety hazards resulting from implementation of the Proposed Project. No impact would occur.

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
d) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

No Impact.

Construction activities, which may temporarily restrict vehicular traffic, would be required to implement adequate and appropriate measures to facilitate the passage of persons and vehicles through or around any required road closures. Therefore, Project construction would not alter response times or performance objectives. No impact would occur.

The Project includes a 26-foot driveway on 8th Street and a 38-foot driveway on Xenia Avenue. The driveways are wide enough to allow evacuation and emergency vehicles simultaneous access. The RCFD has the authority to inspect the Project Site as often as necessary to ensure that there are no hazards violating fire safety, such as inadequate emergency access. The Project design would be submitted to and approved by the RCFD and BPD prior the issuance of building permits. No policy or procedural changes to an existing risk management plan, emergency response plan, or evacuation plan would be required due to Project implementation. Therefore, Project operation would not alter response time or performance objectives. No impact would occur.

4.17.3 Mitigation Measures

No significant impacts were identified; no mitigation measures are required.

4.18 Tribal Cultural Resources

4.18.1 Environmental Setting

Effective July 1, 2015, AB 52 amended CEQA to require that: 1) a lead agency provide notice to those California Native American tribes that requested notice of projects proposed by the lead agency; and 2) for any tribe that responded to the notice within 30 days of receipt with a request for consultation, the

lead agency must consult with the tribe. Topics that may be addressed during consultation include Tribal Cultural Resources (TCRs), the potential significance of project impacts, type of environmental document that should be prepared, and possible mitigation measures and project alternatives.

Pursuant to AB 52, Section 21073 of the PRC defines California Native American tribes as “a Native American tribe located in California that is on the contact list maintained by the NAHC for the purposes of Chapter 905 of the Statutes of 2004.” This includes both federally and non-federally recognized tribes.

Section 21074(a) of the PRC defines TCRs for the purpose of CEQA as:

1. Sites, features, places, cultural landscapes (geographically defined in terms of the size and scope), sacred places, and objects with cultural value to a California Native American tribe that are either of the following:
 - a. included or determined to be eligible for inclusion in the California Register of Historical Resources; and/or
 - b. included in a local register of historical resources as defined in subdivision (k) of Section 5020.1; and/or
 - c. a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Section 5024.1. In applying the criteria set forth in subdivision (c) of Section 5024.1 for the purposes of this paragraph, the lead agency shall consider the significance of the resource to a California Native American tribe.

Because criteria a and b also meet the definition of a historical resource under CEQA, a TCR may also require additional consideration as a historical resource. TCRs may or may not exhibit archaeological, cultural, or physical indicators.

Recognizing that California tribes are experts in their TCRs and heritage, AB 52 requires that CEQA lead agencies provide tribes that requested notification an opportunity to consult at the commencement of the CEQA process to identify TCRs. Furthermore, because a significant effect on a TCR is considered a significant impact on the environment under CEQA, consultation is used to develop appropriate avoidance, impact minimization, and mitigation measures.

4.18.2 AB 52 Consultation Summary

On November 7, 2022, the City sent Project notification letters with invitations to consult on the Project to representatives of the following tribes:

- Los Coyotes Band of Cahuilla and Cupeno Indians
- Soboba Band of Mission Indians
- Santa Rosa Band of Cahuilla Indians
- Agua Caliente Band of Cahuilla Indians

- Ramona Band of Cahuilla
- Morongo Band of Mission Indians
- Torres-Martinez Desert Cahuilla Indians
- Cahuilla Band of Indians
- Augustine Band of Cahuilla Mission Indians
- Cabazon Band of Mission Indians

The letters provided a brief description of the Proposed Project and its location, the lead agency contact information, and a notification that the tribe has 30 days to request consultation. The 30-day response period concluded on December 7, 2022.

On November 9, 2022, the Augustine Band of Cahuilla Indians sent a letter to the City, indicating that they are unaware of specific cultural resources that may be affected by the Project, but requested notification in the event of the discovery of any cultural resources during the development of the Project. In its letter, the tribe did not request consultation under AB 52.

On November 9, 2022, the Agua Caliente Band of Cahuilla Indians sent a letter to the City, indicating that while the Project Area is not located within the boundaries of the tribe's reservation, it is within the tribe's traditional use area. The tribe requested a copy of the cultural resources documentation, site records, and records search results for the project. In its letter, the tribe did not request consultation under AB 52. On February 21, 2023, the City transmitted a copy of the report to the tribe. No response has been received to date.

The balance of the tribes contacted by the City on November 7, 2022 did not respond within the required time frame. No additional consultation was required (PRC 21082.3(d)(3)).

Because no tribes requested consultation under AB 52 and no information about tribal cultural resources was provided to the City, information about potential impacts to TCRs was drawn from the ethnographic context (summarized in ECORP 2022b; Appendix C), the results of the cultural resources records search and field survey conducted by ECORP, and the results of a search of the Sacred Lands File of the NAHC, which were obtained by ECORP in April 2022.

The cultural resources records search and field survey conducted failed to identify any precontact or Native American archaeological sites. However, the presence of Pleistocene and Holocene age sediments in the Project Area means that there could exist buried archaeological sites that are not visible on the surface (ECORP 2022b). The Sacred Lands File failed to identify any sacred lands or tribal resources in or near the Project Area. No information could be located to indicate the presence of a tribal cultural resource within the Project Area.

4.18.3 Tribal Cultural Resources (XVIII) Environmental Checklist and Discussion

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k), or	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American Tribe.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Less Than Significant Impact with Mitigation Incorporated.

AB 52 established that a substantial adverse change to a tribal cultural resource has a significant effect on the environment. In assessing substantial adverse change, the City must determine whether or not the project would adversely affect the qualities of the resource that convey its significance and take into account information provided by consulting tribes.

No information exists on tribal cultural resources within the Project Area, and therefore, no impact to known tribal cultural resources would occur; however, the potential always exists for ground-disturbing activities to reveal previously unknown archaeological deposits that may represent tribal cultural resources. Compliance with the unanticipated discovery procedures in Mitigation Measure TCR-1 will reduce that impact to less than significant.

4.18.4 Mitigation Measures

TCR-1: Unanticipated Discovery of Tribal Cultural Resources. If potential TCRs are discovered during ground disturbing construction activities, all work shall cease within 100 feet of the find. A Native American Representative from traditionally and culturally affiliated Native

American Tribes shall be immediately contacted and invited to assess the significance of the find and make recommendations for further evaluation and treatment, as necessary. If deemed necessary by the City, a qualified cultural resources specialist meeting the Secretary of Interior's Standards and Qualifications for Archaeology, may also assess the significance of the find in joint consultation with Native American Representatives to ensure that Tribal values are considered. Work at the discovery location cannot resume until the City, in consultation as appropriate and in good faith, determines that the discovery is either not a TCR, or has been subjected to treatment directed by the City.

4.19 Utilities and Service Systems

4.19.1.1 Water Service

The Project Site would be serviced by BCVWD after annexation. The BCVWD's present service area covers approximately 28 square miles, virtually all of which is in Riverside County and includes the City of Beaumont and the community of Cherry Valley. The BCVWD is a retail, urban water supplier that has more than 19,000 connections and delivers more than 12,000 AF per year (AFY) of potable water. BCVWD has a non-potable water system with an annual demand of approximately 1,500 AFY, which is supplemented by the potable water system. BCVWD has a single service area which includes the City of Beaumont, the unincorporated community of Cherry Valley in Riverside County, and a portion of San Bernardino County (BCVWD 2021). The projected BCVWD-wide water demands from 2025 to 2045 are shown in Table 4.19-1.

Customer Type	2025	2030	2035	2040	2045
Single Family Residential	9,302	10,047	10,849	11,479	12,041
Multifamily Residential	367	397	429	454	476
Commercial	214	231	249	264	276
Industrial	186	201	217	230	241
Institutional/Governmental	1,106	1,194	1,290	1,365	1,431
Agricultural Irrigation	55	60	64	68	72
Landscape (potable)	209	226	244	258	271
Other (potable) ¹	318	343	370	392	411
Other (non-potable) ²	276	246	228	278	328
Groundwater Recharge ³	1,500	1,200	1,000	1,000	1,000
Losses (estimated)	1,499	1,614	1,738	1,835	1,922
Subtotal	15,032	15,759	16,678	17,623	18,469
Recycled Water ⁴	2,233	2,421	2,706	2,840	2,906
Total:	17,265	18,180	19,384	20,463	21,375

Source: Water Supply Assessment, 2021. Table 2-4, page 2-9.

Table 4.19-1. Projected Future BCVWD Water Demand (AFY)

Customer Type	2025	2030	2035	2040	2045
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Notes: From BCVWD 2020 UWMP, pp. 4-12, 4-14. Projected water use by sector based off of water demand distribution by sector for 2020. Groundwater recharge quantities are planned quantities to build and maintain 5-year supply per BCVWD Resolution no. 2014-05; landscape demand will be met with recycled water and supplemented with other non-potable water as needed.

¹Metered construction and street sweeping water, etc.

²Raw Water to supplement non-potable water system (used for irrigation)

³Imported raw water banked for future extractions during dry periods. Does not include imported water to meet adjudication replacement obligations.

⁴The recycled water demand includes the forecast amount used on landscaping irrigated by the non-potable water system. Source of recycled water is the City of Beaumont. Also includes a portion of the golf course irrigation demands on 268 and 203 AFY for Tukwet Canyon and Oak Valley Greens, respectively.

Table 4.19.2 summarizes BCVWD’s projected water supply for the years 2025, 2030, 2035, 2040, and 2045.

Table 4.19-2. Projected Future BCVWD Water Supply (AFY)											
Water Supply	Additional Detail	Projected Water Supply (AFY)									
		2025		2030		2035		2040		2045	
		Reasonably Available Volume	Total Right or Safe Yield	Reasonably Available Volume	Total Right or Safe Yield	Reasonably Available Volume	Total Right or Safe Yield	Reasonably Available Volume	Total Right or Safe Yield	Reasonably Available Volume	Total Right or Safe Yield
Groundwater (not desalinated)	Little San Gorgonio Canyon	2,070	2,200	2,070	2,200	2,070	2,200	2,070	2,200	2,070	2,200
Groundwater (not desalinated)	Beaumont Basin (Reallocated unused overlier rights)	1,322		1,286		1,165		1,099		1,099	
Groundwater (not desalinated)	Beaumont Basin total forbearance water	471		547		1,387		1,542		1,542	
Groundwater (not desalinated)	Return flows	280		514		868		922		1,155	
Stormwater Use	Beaumont MDP Line 16	185		185		185		185		185	
Stormwater Use	Misc. Stormwater	0		350		350		350		350	
Purchased or Imported Water	From SGPWA for Replenishment of Beaumont Basin (Potable water)	8,868		9,300		9,966		10,717		11,281	
Recycled Water	From City of Beaumont for Landscaping	2,017		2,381		2,892		2,955		2,915	
Purchased or Imported Water	To supplement Non-Potable Water Supply (Purchased for Replenishment)	276		246		0		0		0	

Table 4.19-2. Projected Future BCVWD Water Supply (AFY)											
Water Supply	Additional Detail	Projected Water Supply (AFY)									
		2025		2030		2035		2040		2045	
		Reasonably Available Volume	Total Right or Safe Yield	Reasonably Available Volume	Total Right or Safe Yield	Reasonably Available Volume	Total Right or Safe Yield	Reasonably Available Volume	Total Right or Safe Yield	Reasonably Available Volume	Total Right or Safe Yield
Groundwater (not desalinated)	Non-Potable Groundwater at Mouth of Edgar Canyon	0		0		300		300		300	
Groundwater (not desalinated)	Non-Potable Groundwater along San Timoteo Creek	0		0		600		600		600	
Purchased or Imported Water	From SGPWA for Banking	1,500		1,200		1,000		1,000		1,000	
Purchased or Imported Water	Additional Imported Water Available from SGPWA	1,572		396		2,389		2,994		3,769	
Total:		18,561	2,200	18,475	2,200	23,172	2,200	24,734	2,200	26,266	2,200
Total Imported Water Required:		10,644		10,746		10,966		11,717		12,281	
Total Imported Water Available to BCVWD from SGPWA		12,216		11,142		13,355		14,711		16,050	

Note: SGPWA = San Gorgonio Pass Water Agency

The Project Site is within the BCVWD SOI boundaries but outside of the water service area boundaries. As part of the Proposed Project, the Project Site would be annexed into the BCVWD water service area and water service infrastructure would be extended onto the Project Site from 8th Street.

4.19.1.2 Wastewater

The City of Beaumont would service the Project Site for wastewater delivery and treatment. There are three existing wastewater reclamation plants in the San Gorgonio Pass Area. Only the City of Beaumont’s Wastewater Treatment Plant (WWTP) No. 1 is within BCVWD’s service area. The WWTP is a tertiary treatment facility located at 715 West 4th Street.

Wastewater generally flows by gravity to WWTP No. 1, which receives and treats domestic and commercial/industrial wastewater generated by users within the City, in addition to approximately 850 connections outside City boundaries. As of 2020, the WWTP has the capacity to treat up to six million gallons per day (Santa Ana RWQCB 2020).

4.19.1.3 Solid Waste

Currently, Waste Management, Inc. provides waste collection and disposal services for business within the City. The City is in the service area of the Lamb Canyon Landfill, located just south of the City and operated by the Riverside County Department of Waste Resources (RCDWR). The remaining capacity at this landfill is 19,242,950 cubic yards (California Department of Resources Recycling and Recovery [CalRecycle] 2022). The RCDWR estimated that the County’s disposal facilities will provide approximately 20 years of disposal capacity, based on current and future disposal estimates (City of Beaumont 2020b).

4.19.1.4 Electricity

Southern California Edison (SCE) is the main electricity provider within Beaumont. SCE provides electricity to more than 15 million people in 50,000 square miles of service area, encompassing 15 counties in central, coastal, and Southern California. SCE would extend electric service to the Project in accordance with rules and policies for extension of service on file with the California Public Utilities Commission (CPUC).

As reported by the CEC in Table 4.19-3, SCE consumed approximately 81.1 billion kWh in 2021, of which approximately 30 billion kWh were consumed by the residential sector.

Table 4.19-3. Electricity Consumption in SCE Service Area in 2021 (GWh)^{1,2}							
Agriculture and Water Pump	Commercial Building	Commercial Other	Industry	Mining and Construction	Residential	Street-light	Total
3,254	28,154	5,165	12,717	1,554	29,735	549	81,129

¹Source: CEC 2021

²All values in kilowatt-hours (GWh) and rounded to the nearest whole number.

4.19.1.5 Natural Gas

The Southern California Gas Company (SoCalGas) provides basic residential and business gas services with no constraints to substantial future development. SoCalGas provides natural gas services to the Project area and would extend service to the Project Site at the time contractual arrangements are made in accordance with SoCalGas policies and extension rules on file with the CPUC.

Agriculture and Water Pump	Commercial Building	Commercial Other	Industry	Mining and Construction	Residential	Total Usage
84	844	94	1,650	169	2,261	5,101

¹Source: CEC 2021

²All values in millions of therms and rounded to the nearest whole number

As shown in Table 4.19-4, SoCalGas consumed approximately 5.1 billion therms in 2021, of which approximately 2.3 billion therms were consumed by the residential sector.

4.19.2 Utilities and Service Systems (XIX) Environmental Checklist and Discussion

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Less than Significant Impact.

4.19.2.1 Water Services

The Project Site would be serviced by BCVWD after annexation through LAFCO. As part of the Project, and as analyzed in this document, water services would be extended into and within the Project Site from Xenia Avenue as a part of the proposed improvements. Within the Project Site, all potable and recycled water delivery lines would be designed to the satisfaction of the City Engineer and BCVWD; and would be coordinated with existing water systems serving any neighboring development. All water systems constructed within the Project Site and connections to the municipal water system would comply with City-stipulated water system design, construction, and operational requirements. As discussed in threshold (b) below, BCVWD would have available supplies to meet demand for the next 20 years.

The BCVWD projected water demand in the year 2025 would be 17,265 AFY. The 2020 UWMP water demand projections are based on a portion of a uniform per capita water use per day of 162 gpcd. New state regulations as well as the increased use of water-efficient fixtures will result in lower indoor water

demands; therefore, the BCVWD estimate of water demand is conservative (BCVWD 2021). Based on the water demand projection of 162 gpcd, the Project would consume approximately 112 AFY. This represents a 0.6 percent increase in BCVWD's annual demand for 2025. The Proposed Project would not require or result in the relocation or construction of new/expanded water treatment facilities. Therefore, impacts would be less than significant.

4.19.2.2 Wastewater Services

Wastewater from the Project would be treated at WWTP No. 1, which receives and treats domestic and commercial/industrial wastewater generated from users within the City. As of 2020, the WWTP has the capacity to treat up to six million gallons per day (Santa Ana RWQCB 2020). The Project would create demand for an estimated 20.4 million gallons of water per year according to CalEEMod estimations (Appendix A). Assuming 100 percent of this water use would be treated as wastewater, the Project would generate approximately 0.056 million gallons per day (55,890 gallons per day). This increase would demand less than one percent of the available capacity at the Beaumont Water Treatment Plant (BWTP). The Project would not require the construction of new treatment facilities as the BWTP would have adequate capacity to treat the wastewater produced by the Proposed Project. The Proposed Project would not require or result in the relocation or construction of new/expanded wastewater treatment facilities. Therefore, impacts would be less than significant.

4.19.2.3 Storm Water Drainage

As discussed in Section 4.10, *Hydrology and Water Quality*, the Project would increase impervious surfaces onsite. The Project would be required to implement BMPs toward the goal of maintaining or replicating the site's pre-development hydrologic regime. The Project would also comply with NPDES Construction General Permit Requirements, which require a sediment and erosion control plan. The Proposed Project would neither require nor result in the relocation or construction of new/expanded offsite storm water drainage facilities. The Project would utilize a bioretention basin along the southern border of the Project Site to detain storm water runoff. Because the Project would be required to implement BMPs and to maintain storm water flow on the site, impacts to storm water drainage would be less than significant.

4.19.2.4 Electric Power, Natural Gas, and Telecommunications Facilities

As shown in Table 4.6-3, the annual electricity consumption due to operations would result in an imperceptible increase (0.000097 percent) in the typical annual electricity consumption attributable to all residential uses in Riverside County. The annual natural gas consumption due to operations would result in an imperceptible increase (0.0096 percent) in the typical annual natural gas consumption attributable to all residential uses in Riverside County. The Project is located near existing utilities infrastructure, due to residential and commercial developments adjacent to the site. Because the Project Site is near existing infrastructure and would comply with Beaumont Ordinance Code requirements for underground utilities, impacts related to these facilities would be less than significant.

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
b) Have sufficient water supplies available to serve the Project and reasonably foreseeable future development during normal, dry, and multiple dry years?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Less than Significant Impact.

Water service for the Project area would be provided by the BCVWD. With the ability to bank water and the large underground reservoir, BCVWD and its neighboring agencies can withstand extended periods of drought without severe restrictions. As of the end of 2020, BCVWD had 39,750 AF of water banked in storage for use during dry years (BCVWD 2021).

BCVWD’s 2020 UWMP determined that the BCVWD can anticipate a surplus in supply over the next 25 years. Future water supply projects may include groundwater recharge and storm water capture sites, additional State Water Project purchases, recycled water distribution, new non-potable wells and increased groundwater banking. The 2020 UWMP concluded that future water demands within their service area will be met during any dry period of up to six consecutive dry years assuming future supply projects are implemented by the BCVWD (2021).

The BCVWD projected water demand in the year 2025 would be 17,265 AFY. The 2020 UWMP water demand projections are based on a portion of a uniform per capita water use per day of 162 gpcd. New state regulations as well as the increased use of water-efficient fixtures will result in lower indoor water demands; therefore, the BCVWD estimate of water demand is conservative (BCVWD 2021). Based on the water demand projection of 162 gpcd, the Project would consume approximately 112 AFY. This represents a 0.6 percent increase in BCVWD’s annual demand for 2025.

Additionally, the Proposed Project would incorporate various features to reduce water demand onsite. Water-wise, California-friendly shrubs, grasses, and groundcovers would complement the architectural theme and reduce overall water use in the landscape. An automatic irrigation system with low volume equipment would minimize water loss due to run-off. Groundcovers or bark mulch would also help conserve water, lower the soil temperature, and reduce evapotranspiration. The Project would also comply with the Water Shortage Contingency Plan outlined in the UWMP. For example, limits may be applied to the number of days, frequency and duration of outdoor watering. The Project would also include low-flow toilets, faucets, and shower devices in compliance California Title 20 Water Efficiency Standards.

Water would be required during construction of the Project for dust suppression. Water usage for construction purposes would be temporary and would be considerably smaller than that required once facilities are operational. It is possible that reclaimed water could be used for dust suppression, reducing the quantity of potable water required. Therefore, the Project would not result in a demand for water that could not be met. Impacts would be less than significant.

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
c) Result in a determination by the wastewater treatment provider, which serves or may serve the Project that it has adequate capacity to serve the Project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Less than Significant Impact.

As discussed above, wastewater from the Project would be treated at WWTP No. 1, which receives and treats domestic and commercial/industrial wastewater generated from users within the City. As of 2020, the WWTP has the capacity to treat up to six million gallons per day (Santa Ana RWQCB 2020). The Project would create demand for an estimated 99,954 gallons per day according to water demand projects outlined in the 2020 UWMP. Assuming 100 percent of this water use would be treated as wastewater, this increase would demand approximately 1.7 percent of the daily available capacity at the BWTP. The Project would not require the construction of new treatment facilities as the BWTP would have adequate capacity to treat the wastewater produced by the Proposed Project.

Project facilities would be designed and installed in conformance with the City stipulated wastewater system design, construction, and operational requirements. This would ensure wastewater collection facilities are properly designed, implemented, operated, and maintained; thereby furthering efficiency and adequacy of facilities while reducing facilities lifecycle costs. In addition, the Project Applicant would pay fees pursuant to the incumbent City of Beaumont Fee Schedule. These fees would cover the City's cost to fund plan review, coordination, and inspection of proposed wastewater collection system improvements. Impacts would be less than significant.

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
d) Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Less than Significant Impact.

Construction of the Proposed Project would result in generation of waste construction materials, excess fill, and other similar materials. The construction contractor would be required to dispose of these materials in accordance with engineering practices and County regulations for disposal in sanitary landfills. In the operational phase, the apartment complex would generate household waste and be serviced by Waste Management for residential trash hauling.

Construction, demolition, and municipal waste from the Project Site would likely be disposed of at the Lamb Canyon Landfill in Beaumont, California. This landfill is permitted for 5,000 tons per day and has enough capacity to serve until 2032. The remaining capacity at this landfill is 19,242,950 cubic yards (CalRecycle 2022). Waste may also be disposed of at various landfills across San Bernardino, Los Angeles, Orange, and Riverside counties. Therefore, the Project is not anticipated to generate solid waste in excess of the capacity of local infrastructure.

Additionally, the Proposed Project would not interfere with implementation of existing solid waste disposal regulations. According to the CalRecycle Estimated Solid Waste Generation Rates, a multifamily residential unit may produce up to 8.6 pounds of solid waste per day. Using this estimate, the Project would generate approximately 2.65 tons of waste per day or 967.3 tons of waste per year (CalRecycle 2022). This estimate represents 0.053 percent of the landfill’s daily permitted capacity.

Wastes generated under build-out conditions would be directed to landfills with available capacity, as determined by the County. The General Plan EIR concludes that, upon implementation of the General Plan, compliance with the City’s adopted Source Reduction and Recycling Element (SRRE) target waste reduction and recycling goals, and proper management and disposal of waste streams would not result in a significant exceedance of permitted landfill capacities. Impacts would be less than significant.

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

No Impact.

The Riverside CIWMP was prepared in accordance with the California Integrated Waste Management Act of 1989 (AB 939). The SRRE is included in the CIWMP and analyzes the local waste stream to determine where to focus diversion efforts, including programs and funding. The City of Beaumont requires all development to adhere to all source reduction program set forth in the SRRE for all the disposal of solid waste including yard waste. The Project would adhere to the SRRE and comply with all other applicable local, state, and federal solid waste disposal standards. No impact would occur.

4.19.3 Mitigation Measures

No significant impacts were identified; no mitigation measures are required.

4.20 Wildfire

4.20.1 Environmental Setting

Government Code 51175-89 directs CAL FIRE to identify areas of very high fire hazard severity within Local Responsibility Areas. Mapping of these areas, referred to as VHFHSZs, is based on data and models of potential fuels over a 30- to 50-year time horizon and their associated expected fire behavior, and expected burn probabilities to quantify the likelihood and nature of vegetation fire exposure to buildings. According to the State of California Fire Hazard Severity Zones map, the Project Site is not located in a VHFHSZ (CAL FIRE 2022b).

4.20.2 Wildfire (XX) Environmental Checklist and Discussion

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the Project:

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Less than Significant Impact.

Highland Springs Road is considered a major evacuation route. This road is located approximately 1,000 feet east of the Project Site and would be utilized by future residents in the event of an emergency. The Proposed Project does not require any significant alterations to this evacuation route. The City's General Plan Circulation Element provides for appropriate evacuation routes and circulation throughout the General Plan Area to facilitate rapid response to emergency situations. Moreover, the General Plan provides for public education related to emergency conditions and emergency preparedness, response, and evacuation plans.

Upon Project completion, vehicular access to the Project Site will be provided via two full-access entrances located on Xenia Avenue and 8th Street. During the City's required review of the Proposed Project's applications, the site plan would be reviewed to ensure that adequate access to and from the site and around the proposed buildings is provided for emergency vehicles. With adherence to City requirements for emergency vehicle access, impacts would be less than significant. Furthermore, the Proposed Project is not in or near a state responsibility area or VHFHSZ (CAL FIRE 2022b). Therefore, impacts to emergency response and evacuation plans would be less than significant.

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the Project:

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose Project occupants to, pollutant concentrations from, a wildfire or the uncontrolled spread of a wildfire?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

No Impact.

The Proposed Project would not substantially alter slope, wind patterns, or other factors that could exacerbate wildfire risks. The Project Site is located in a generally flat and urbanized area bordered by residential uses to the north and east, a commercial area to the south, and Xenia Avenue to the west. According to the CAL FIRE Fire Hazard Severity Zones map, the Project Site is not located in or near land classified as VHFHSZ; therefore, the Proposed Project is unlikely to expose occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire. No impact is anticipated.

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the Project:

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

No Impact.

The Proposed Project is subject to environmental and building permit review procedures to reduce the risk of wildfires. The Project Site is relatively flat and varies between 2,600 to 2,607 feet in elevation. High winds are expected to cause potentially adverse effects within the General Plan Area. However, development of the Proposed Project would reduce the risk of wildfires from the site's existing nonnative grasses by removing the grasses and developing the site with buildings and landscaping. Moreover, the Project Site is surrounded by either vacant land, single family homes or commercial development and is not anywhere near an area of combustible vegetation. The risk of wildfires is low due to the lack of wildfire fuel factors. The Proposed Project is not located in or near land classified as VHFHSZ; therefore, the Proposed Project would not exacerbate fire risk resulting in temporary or ongoing impacts to the environment. No impact would occur.

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the Project:

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

No Impact.

The Project Site and its immediate vicinity is relatively flat and is not subject to post-fire slope instability. The implementation of associated storm water BMPs would ensure that the Proposed Project appropriately conveys storm water runoff without affecting upstream or downstream drainage

characteristics. Construction of the Proposed Project would not require grading of slopes or creation of slopes. Accordingly, the Proposed Project would not expose people or structures to landslides or downstream flooding as a result of runoff, post-fire slope instability, or drainage changes. No impact would occur.

4.20.3 Mitigation Measures

No significant impacts were identified; no mitigation measures are required.

4.21 Mandatory Findings of Significance

4.21.1 Mandatory Findings of Significance (XXI) Environmental Checklist and Discussion

Does the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Less than Significant Impact with Mitigation Incorporated.

Impacts to biological resources, cultural resources, geology and soils (paleontological resources), and tribal cultural resources are discussed in the respective sections of this IS. Impacts would be less than significant with implementation of Mitigation Measures BIO-1 through BIO-3, CUL-1 and CUL-2, GEO-2, and TCR-1.

Does the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
b) Have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

No Impact.

Impacts from the Proposed Project on transportation, air quality, greenhouse gas emissions and noise are discussed in corresponding sections of this IS. As discussed in their respective sections of this IS document, no significant impacts associated with transportation, air quality, greenhouse gas, or noise have been identified. No impact would occur.

Does the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
c) Have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Less than Significant Impact with Mitigation Incorporated.

As identified in this Initial Study/Mitigated Negative Declaration, the impact categories of Hazards and Hazardous Materials, Noise, and tribal cultural resources may have adverse effects on human beings, either directly or indirectly. However, all of the Project’s impacts on human beings, both direct and indirect, were identified and mitigated as necessary, to less than significant impact, or less than significant impact with mitigation. Direct and indirect impacts to human beings would be less than significant with the implementation of Mitigation Measures CUL-1 and CUL-2, GEO-1 and GEO-2 and TCR-1 outlined in this IS/MND.

5.0 LIST OF PREPARERS

5.1 City of Beaumont

Lead Agency

Carole Kendrick, Planner Manager

5.2 ECORP Consulting, Inc.

CEQA Documentation/Biological Resources/Cultural Resources

Phillip Wasz, Senior Wildlife Biologist/Project Manager

Freddie Olmos, Principal Environmental Planner

Margaret Partridge, AICP, ENV SP, Senior Environmental Planner

Lisa Westwood, Vice President/Director of Cultural Resources

Anne Surdzial, AICP, QA/QC

Lindsay Liegler, Associate Environmental Planner

Torrey Rotellini, GIS Technician

Laura Hesse, Technical Editor/Document Production Specialist

5.3 GeoTek, Inc.

Updated Geotechnical and Infiltration Evaluation

Edward H. LaMont, Principal Geologist

Gaby M. Bogdanoff, Project Engineer

5.4 RK Engineering Group, Inc.

Traffic Impact Analysis

Justin Tucker, P.E.

Michael Torres, E.I.T

Noise Impact Study

Bryan Estrada, AICP

Darshan Shivaiah, M.S.

Air Quality and Greenhouse Gas Impact Study

Bryan Estrada, AICP

Darshan Shivaiah, M.S.

5.5 Stevenson Porto & Pierce, Inc.

Preliminary Hydrology and Hydraulics Report, Project Specific Water Quality Management Plan

Jimmy C. Chen, P.E., Senior Project Manager

5.6 West Coast Environmental and Engineering

Phase I Environmental Site Assessment

Larry Levee, Senior Staff Geologist

Peter Thams, Senior Geologist/Senior Manager

5.7 Earth Systems Southwest

Report of Phase II Investigation

Alexander Schriener, Jr.

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LIST OF APPENDICES

- Appendix A – Air Quality and Greenhouse Gas Impact Study
- Appendix B – Biological Technical Report and MSHCP Consistency Analysis
- Appendix C – Cultural Resources Inventory and Evaluation Report
- Appendix D – Updated Geotechnical and Infiltration Evaluation
- Appendix E – Paleontological Site Assessment
- Appendix F – Project Specific Water Quality Management Plan
- Appendix G – Phase I Environmental Site Assessment
- Appendix H – Report of Phase II Investigation
- Appendix I – Xenia Multifamily Residential Project Noise Impact Study
- Appendix J – Xenia Multifamily Residential Project Traffic Impact Analysis
- Appendix K – Preliminary Hydrology and Hydraulics Report
- Appendix L – Energy Conservation Analysis



**CITY OF BEAUMONT
PLANNING DEPARTMENT
DRAFT CONDITIONS OF APPROVAL**

PLANNING COMMISSION DATE: October 25, 2023

CITY COUNCIL DATE: November 7, 2023

PROJECT NAME: Xenia Apartments

PROJECT NOS.: PP2022-0427, PM2022-0010 (TPM38233) and ENV2022-0021

DESCRIPTION: A request to construct 16, two-story apartment buildings, totaling 192 multi-family residential dwelling units and one (1) single story community building, on approximately 10.93 acres located in the Downtown Residential Multiple Family (DMF) zoned properties located south of Eighth Street on the east side of Xenia Avenue.

APPLICANT: Beaumont Land Partners, LLC

LOCATION: South of Eighth Street on the east side of Xenia Avenue

APNS: 419-160-005, -024, 419-170-016, -017, -018, -022 and -027

Note: Any conditions revised at a hearing will be noted by ~~strikeout~~ (for deletions) and/or underline (for additions), and any newly added conditions will be added at the end of all conditions regardless of the Department originating the condition.

STANDARD CONDITIONS

1. The permit for the above referenced Plot Plan and Tentative Parcel Map consists of all Conditions of Approval herein. All Conditions of Approval for PP2022-0427 and PM2022-0010 (TPM38233) and other related approvals are still in effect.
2. The use hereby permitted is for the construction of 16, two-story apartment buildings, totaling 192 multi-family residential dwelling units and one (1) single story community building, on approximately 10.93 acres located in Downtown Residential Multiple Family (DMF) zoned properties located south of Eighth Street on the east side of Xenia Avenue. (APNs 419-160-005, -024, 419-170-016, -017, -018, -022 and -027).
3. The Community Development Director may approve minor modifications to the site plan that are in substantial conformance to the approved project and that do not increase impacts. All copies of the revised plans shall be dated and signed by the Director and made a part of the record.
4. The permittee shall defend, indemnify, and hold harmless the City of Beaumont, the Beaumont Redevelopment Agency, its agents, officers, consultants, and employees from any claims, action, or proceeding against the City of Beaumont or its agents, officers, consultants, or employees to attack, set aside, void, or annul, an approval of the City of Beaumont, its advisory agencies, appeal boards, or legislative body concerning Plot Plan PP2022-0427, Tentative Parcel Map PM2022-0010 (TPM38233)

and Environmental ENV2022-0021. The City of Beaumont will promptly notify the permittee of any such claim, action, or proceeding against the City of Beaumont and will cooperate fully in the defense. If the City fails to promptly notify the permittee of any such claim, action or proceeding or fails to cooperate fully in the defense, the permittee shall not, thereafter, be responsible to defend, indemnify, or hold harmless the City of Beaumont.

5. The subdivision shall comply with the State of California Subdivision Map Act and to all the pertinent requirements of The Beaumont Municipal Code, unless modified by the conditions listed below.
6. This conditionally approved tentative map will expire two (2) years after the original approval date, unless extended as provided by the Beaumont Municipal Code, the State Subdivision Map Act or by a development agreement. Action on a minor change and/or revised map request will not extend the time limits of the tentative map. Approval of the final map by the City Council is required.
7. The final map shall be prepared by a licensed land surveyor or registered civil engineer subject to all the requirements of the State of California Subdivision Map Act and The Beaumont Municipal Code.
8. If deemed necessary by the Community Development Director, within ten (10) days of approval by the City Council ten (10) copies of an Amended Per Final Conditions map shall be submitted to and approved by the Community Development Director prior to release of the final conditions of approval.
9. Any subsequent review/approvals required by the conditions of approval, including but not limited to grading, landscaping, plot plan and/or building plan review, shall be reviewed on an hourly basis based on, or such fee as may be in effect at the time of submittal, listed in Ordinance No. 506.
10. The subdivider shall be fully responsible for maintenance and upkeep of any and all slopes, landscaped areas, open space areas, future development areas and irrigation systems until such time as maintenance responsibilities are assumed by other as approved by the Planning Department.
11. The approval of this map shall not result in any vesting provisions relative to City of Beaumont fees and exactions.
12. This approval is subject to the City of Beaumont Municipal Code Section 17.02.070 Plot Plans are subject to timing specified in Sections (I) Plot Plan Time Limits, and (J) Plot Plan Lapse in Time.
13. Administrative Plot Plan and business license application review and approval are required prior to occupancy of the building or sales of any items.

14. Occupancy inspections will be required prior to the start of operations by the Building & Safety, Planning, Police, and Fire Departments. All inspections shall be performed and approved before a Certificate of Occupancy will be issued by the Building and Safety Department.
15. The Community Development Director shall monitor the subject use to ensure that the scale of the use does not exceed the limitations of the existing site improvements. In the event the Community Development Director determines that the scale of the use has exceeded site limitations, a hearing shall be scheduled before the Planning Commission to review the permit and consider modification or revocation thereof.
16. After 12 months of operation, the subject matter may, at the discretion of the Community Development Director, be scheduled for review by the Planning Commission. The Commission shall retain the authority to amend these conditions of approval at such time, or to modify the use or revoke the permit if substantial problems result from the operation.
17. The applicant shall be responsible for securing clearance, permits and approvals from all relevant agencies, including the Building Department, Fire Department, Health Department, and any other necessary departments or agencies.
18. This permit shall be for the benefit of the applicant in whose name the permit was issued, for the specific approved location. The permit shall not be transferrable to another individual or location.
19. Barbed wire, concertina and razor are strictly prohibited.
20. Per Beaumont Municipal Code, Section 17.19.080.M.7 New development when sited next to single-family uses shall step back upper floors (third and higher) an additional 15 feet to maintain solar access and privacy for adjacent single-family residential uses.
21. Per Beaumont Municipal Code, Section 17.19.080.M.3.c Building façade(s) shall extend a minimum of 65 percent of the street frontage for the area between the minimum and maximum front yard setbacks. For example, if a lot is 100 feet wide, 65 linear feet of the lot parallel to the street must be occupied by a building(s) that adheres to the maximum setback requirement.
22. Beaumont Municipal Code, Section 17.14.030.O the project will be required to provide useable open space. Open space upon the lot or parcel to which it is appurtenant, which can be used by inhabitants of the property for outdoor living, activity and/or

recreation and may include landscaping. Each linear dimension of such space shall be a minimum of six feet. Balconies may be credited as "usable open space" provided they each have linear dimensions of a minimum of five feet. Enclosed recreation or multi-purpose activity rooms may be credited as "usable open space." All such areas shall be readily accessible to the inhabitants of the property. "Usable open space" does not include driveways, open or covered parking areas, utility space such as trash or garbage areas, or space occupied by the required front yard setback.

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

1. The following areas shall be computed at 1.25 times the area actually devoted to such use:
 - a. Private patios, when directly accessible to the dwelling unit to which it is appurtenant; such patios shall be completely enclosed on all sides by a fence which is a minimum of five feet in height;
 - b. Balconies and lanais, when directly accessible to the unit to which they are appurtenant; such balconies and lanais must have a minimum dimension of five feet;
 - c. Swimming pool areas, including the hard surface deck, which normally surrounds such pools. Deck area more than 25 feet from the edge of the pool will not be counted as open space under this; and
 - d. Recreation activity rooms, provided these rooms are permanently maintained for the use of tenants for various recreation activities. Such activity rooms shall not include lobbies, but may include common steam rooms, sauna baths, or the like.
 2. All other areas meeting usable open space requirements shall be credited with the actual area (square feet) provided.
 3. No area will be considered as usable open space if it has any dimension less than six feet except balconies.
23. Per Beaumont Municipal Code, Section 17.05.060 off street parking areas shall be provided on the subject site, outside of any public right-of-way.
24. Per Beaumont Municipal Code, Section 17.05.060.A.7 no parking space shall be located within 20 feet of the access driveway.

25. Per Beaumont Municipal Code, Section 17.06.040.A & B landscaping is required as follows per Section 17.06.060.B:

A. Landscape Requirements.

1. Landscape Depths Required:

a. Property Lines Adjacent to Residential Districts: Five feet.

b. Required Setback Adjacent to Public Rights-of-Way: Ten feet.

2. This area shall be landscaped with plant materials.

3. Landscaping in these areas shall consist of an effective combination of street trees, trees, ground cover and shrubbery and may include such items as sidewalks, access driveways, flagpoles, fountains, and other similar appurtenances.

4. Landscaping shall be developed as usable landscaped open space and outdoor living and recreation area with an adequate irrigation system.

5. Area shall be landscaped with plant materials designed to provide beautification and screening.

6. The planting of shade trees on the south and west-facing sides of new buildings is encouraged.

B. Landscape Provisions.

1. All non-paved areas shall be landscaped and maintained to control dust.

2. Wherever off-street parking areas are situated across the street from property in a residential zone, a masonry wall or berm three feet in height shall be erected within the required landscape area, outside of the public right-of-way to adequately screen the residential properties.

3. An automatic irrigation system shall be provided for all landscaped areas.

4. Landscaping within required setback adjacent to the public right-of-way shall be provided and maintained in perpetuity subject to the following conditions:

a. A distinct demarcation between asphalt paving and landscaped area shall be provided.

b. No other usage or storage is permitted within the required landscaped area.

26. Per Beaumont Municipal Code Section 17.06.050.A parking lot dividers, islands, planters, and planting areas shall be a minimum of five feet wide and ten feet long except for that all new or retrofitted tree planter shall be a minimum of nine feet by seven feet, measured to the inside perimeter of the planter, and shall have no less than 48 square feet of permeable soil planting area.

27. Per Beaumont Municipal Code Section 17.06.050.B Parking lot tree irrigation requirements. Automatic irrigation systems within parking lots shall be installed. Trees

shall be irrigated with drip emitters, bubbler heads, or subterranean low-volume drip system. Trees shall be irrigated separately from shrubs and ground covers.

28. Per Beaumont Municipal Code Section 17.06.050.C Parking lot tree maintenance and installation requirements. All plants and irrigation systems shall be installed according to approved plans. The owner shall guarantee the quality of work, health, and condition of plants and installation of materials including but not limited to plant types, size, spacing, and irrigation systems. Prior to final acceptance of the project, the City shall inspect and verify that the installation is in compliance with the approved plans and specifications. All corrections, adjustments, and/or replacement of landscape elements shall be done prior to final approval by the City.
29. The landscape plans shall include 24" box trees placed 40' on center along the Xenia Avenue.
30. Prior to the issuance of a building permit, landscaping and irrigation plans shall be submitted for plan check review and approval.
31. Prior to the issuance of the final permit or certificate of occupancy, the landscape and irrigation plans shall be approved and installed to the satisfaction of the Planning Department.
32. The landscape plans shall include landscape and irrigation for the outdoor fitness area.
33. The project shall construct decorative block walls with a maximum height of six (6) feet on the southern, eastern and northern project boundaries including the southern, eastern and northern boundaries. The portions of the project site that front onto Eighth Street (outdoor fitness area and Eighth Street driveway) shall also construct decorative blocks with a maximum height of six (6) feet on the eastern, western, northern boundaries of the outdoor fitness area and on the eastern and western boundaries of the Eighth Street driveway.
34. The project shall comply the outdoor lighting (night sky) requirements of Beaumont Municipal Code Chapter 8.50.
35. Except for safety signage required by other provisions of law, signage is not approved as part of this project. Signage, in accordance with Beaumont Municipal Code, may be approved at a later date under a separate permit.

36. Prior to the issuance of a building permit, the applicant shall provide documentation that Parcel Map No. 38223 has been recorded to demonstrate that no structures occur over property lines.
37. No outdoor activities are permitted within the parking area without an approved Special Event Permit.
38. No vehicles may be parked on sidewalks, parkways, driveways, or alleys.
39. Anti-graffiti coating or equivalent measure to prevent graffiti shall be provided for all block walls.
40. The project is proposed to be constructed in one (1) phase. Any modifications to the phasing will require a modification to the Plot Plan and conditions of approval.

RECORDATION CONDITIONS

Prior to the RECORDATION of any final map, all the following conditions shall be satisfied:

41. The subdivider shall submit written clearances to the Public Works Department that all pertinent requirements from the following agencies have been met:
 - City Fire Department
 - City Police Department
 - City Planning Department
 - Beaumont Cherry Valley Water District
 - Beaumont Unified School District
42. All public street road easements shall be offered for dedication to the public and shall continue in force until the governing body accepts or abandons such offers. All dedications shall be free from all encumbrances as approved by the Public Works Department. Street names shall be subject to the approval of the Building Official. The final street sections, configurations and improvements shall be subject to the approval of the Public Works Department.
43. All delinquent property taxes, special taxes and/or any other assessments shall be paid to the Riverside County Tax Collectors Office.

BUILDING DEPARTMENT CONDITIONS

44. A legal address assigned by the Building Division will be required prior to submittal of any plan check documents to the Building Division. Please coordinate directly with Building for required application, fees, and documentation required. This address must be posted on the site at all times.
45. Address shall be posted in a manner approved by the Fire Chief of Riverside County or the Fire Chief's designee.
46. The proposed use requires construction drawings to be submitted to the Department of Building and Safety for plan review, building permits and building inspections.
47. Provide note on plans that "Dig Alert (811) shall be contacted prior to any excavation in accordance with government code section 4216".
48. All new structures shall be designed in conformance to the latest design standards adopted by the State of California in the California Building Standards Code, Title 24, California Code of Regulations (CBC, CRC, CEC, CMC, CPC and Green Building Standards) and City of Beaumont Ordinances including requirements for allowable area, occupancy separations, fire suppression systems, etc.
49. The proposed apartments require construction drawings to be submitted to the Building Department for plan review, building permits and inspections.
50. Access, sanitary facilities, and parking shall comply with Title 24 Accessibility Requirements with the currently adopted California Building Code.
51. Electronic plan submittals are required and shall be submitted to Permits@beaumontca.gov
52. Sites subject to parcel line adjustments shall reflect the existing parcel lines and the proposed parcel lines and the distances to the structure accordingly. No permits will be issued by the Building Division until the recordation of such adjustments is received by the City of Beaumont.
53. Upon plan check submittal and after review of the submitted plans, specifications and documents, additional requirements may be required.

54. The proposed new development is subject to the payment of School Fees as required by law. The applicant is required to submit a Certificate of Compliance from the school district(s) to obtain building permits from the City.
55. Permit fees shall be paid in accordance to the City's adopted fee schedule at the time of building permit issuance.
56. Riverside County Health Department approval will be required prior to permit issuance for the swimming pool. An original set of the approved plans will need to be provided to the City of Beaumont.

FIRE DEPARTMENT CONDITIONS

With respect to the conditions of approval for the referenced project, the Fire Department requires the following fire protection measures be provided in accordance with Riverside County Ordinances and/or recognized fire protection standards:

Prior to Grading

57. Water Plans - The applicant or developer shall furnish one copy of the offsite water improvement plans to the Fire Department for review. Plans shall be signed by a registered civil engineer, containing a Fire Department approval signature block, and shall conform to hydrant type, location, spacing and minimum fire flow. Once plans are signed by the local water company, the originals shall be presented to the Fire Department for signature.
 - a. A new public hydrant shall be provided per the current CFC on the East side of Xenia to serve this project.
58. Fire Access Road Improvements – The applicant shall submit Precise Grading Plans Identifying Fire Access Roads to all structures in compliance with Fire Department Access Standards.
 - a. All gates, main entry on Xenia and gate to 8th St, shall provide a minimum of 14' clear width for each direction of travel).

Prior to Building Permit Issuance:

59. Fire Protection Water Supplies/Fire Flow – The minimum fire flow for the construction of all buildings is required per CFC Appendix B. Prior to building permit issuance for new construction, the applicant shall provide documentation to show there exists a water system capable of delivering the required fire flow. Specific design features may increase or decrease the required fire flow.
60. Fire Protection Water Supplies/Hydrants - The minimum number of fire hydrants required, as well as the location and spacing of fire hydrants, shall comply with CFC Appendix C and NFPA 24. Fire hydrants shall be located no more than 400 feet from all portions of the exterior of the building along an approved route on a fire apparatus access road, unless otherwise approved by the Fire Department. Fire hydrants shall be at least 40 feet from the building it is serving. A fire hydrant shall be located within 20 to 100 feet of the fire department connection for buildings protected with a fire sprinkler system. The size and number of outlets required for the approved fire hydrants are 4" x 2 ½" x 2 ½". Plans for private underground fire mains shall be submitted to the fire department for review and approval prior to installation.
61. Phased Construction Access and Water Supply - If construction is phased, an approved phasing plan shall be approved by the Fire Department. Each phase shall provide approved access and water supply for fire protection prior to any construction. Contact our office for submittal instructions.
62. Fire Department Plan Review - Submittal of construction plans to the Fire Department will be required. This will require a separate permit application submitted directly to the Fire Department. This shall include a full site plan including all fire apparatus access roads. Final fire and life safety conditions will be addressed when the Fire Department reviews these plans. These conditions will be based on California Fire Code, California Building Code (CBC), and related codes/standards adopted at the time of construction plan submittal. Contact our office for submittal instructions.

Prior to Final Approval:

63. Fire Sprinkler System - All new buildings and structures 3,600 square feet or larger will be required to install a fire sprinkler system.
64. Fire Alarm and Detection System - A water flow monitoring system and/or fire alarm system shall be required as determined at time of building construction plan review.

65. Traffic Calming Devices - Requests for installation of traffic calming designs/devices on fire apparatus access roads shall be submitted and approved by the Fire Code Official.

POLICE DEPARTMENT

66. The applicant shall comply with all applicable local, county, state and federal regulations.

67. All exterior lighting on the site shall remain fully functional and be kept on during all hours of darkness. Exterior lighting shall be sufficient to illuminate the property during all hours of darkness. Any proposed outside lighting shall be in compliance with the City's Lighting Ordinance, Chapter 8.50, of the City of Beaumont Municipal Code.

68. There shall be no loitering permitted on the premises. It is the responsibility of the applicant to enforce no loitering.

69. The applicant shall have security cameras operating at all times. Security camera quality, lighting, and positioning must be capable of providing facial recognition in key areas in and around the facilities, including the parking lot area. During hours of operation, a staff member shall be present who has the authority to meet law enforcement's request to view and/or copy images captured on the video surveillance system. All images must be recorded and retained for at least 30 days.

70. The address of the business shall be clearly visible from the front of the building and shall be illuminated during the hours of darkness.

71. Graffiti shall be removed immediately. It is recommended to use materials that are less desirable for graffiti. Where permitted by the Planning Department, it is recommended to cover appropriate fencing/walls (block wall, etc.) with vines to discourage graffiti.

72. All exterior doors shall have a deadbolt that is at least one inch in length.

73. All exterior doors shall have three-to-four-inch screws installed with strike plates.

74. Landscaping on the premises shall be trimmed below three feet (bushes, ground cover, etc.) and above six feet (tree canopies). All bushes located in front of a window need to be trimmed below the bottom of the window. A "V" pattern to the bushes

allows for visibility. These requirements are to provide clear visibility throughout the property.

75. The applicant shall ensure that all gates are installed with an approved means of emergency operation and said gates shall be maintained and operational. Each electric or vehicle gate will require a Knox Key Switch or Knox Pad-lock. Contact the Beaumont Police Department to obtain the Knox Box application.

PUBLIC WORKS – PLOT PLAN

General

76. The following is a non-inclusive list of items that may be required by the Public Works Department:

a. Plans:

- i. Street Improvement Plan
- ii. Landscape Plan offsite
- iii. Rough/Precise Grading Plan
- iv. Erosion Control Plan
- v. Retaining wall Plan (for line and grade only)
- vi. Sewer Improvement Plan
- vii. Storm Drain Improvement Plan
- viii. Onsite Composite Utility Plan
- ix. Traffic Control Plan

b. Reports & Studies:

- i. Geotechnical Report
- ii. Offsite Improvement Engineer's Cost Estimate (ECE)
- iii. Grading Certification
- iv. Compaction Report

c. Permits and agreements:

- i. Permission to Grade and Construction agreements
- ii. Non-interference letters
- iii. WQMP Covenant and Agreement
- iv. City Grading Permit
- v. City Dirt Haul Permit
- vi. City Encroachment Permit
- vii. Performance Bond
- viii. Labor & Material Bond
- ix. Maintenance Bond

d. Survey Documents

- i. Final Map
- ii. Easement Dedications

77. The design of public infrastructure elements shall conform to the requirements of the City General Plan, Water Quality Management Plan, Master Plans, City of Beaumont Standards, Riverside County Transportation Department (RCTD) Road Improvement Standards & Specification, Riverside County Flood Control Standards, RCTD Map Preparation Manual, Eastern Municipal Water District (EMWD), Caltrans Standard Specifications and the Standard Specifications for Public Works Construction, current edition, as required by the City Engineer.
78. All required plans and studies shall be prepared by a Registered Professional Engineer, Registered Professional Geologist or Registered Professional Surveyor in the State of California, and submitted to the Public Works Department for review and approval.
79. The Applicant shall coordinate with affected utility companies and obtain any permits as necessary for the development of this project.
80. The Applicant is responsible for resolving any conflicts with existing or proposed easements. All easement(s) of record and proposed easements shall be shown on the grading plan and improvement plans, where applicable.
81. The Applicant shall obtain an Encroachment Permit, as required, for all work within the public right-of-way.
82. PRIOR TO ISSUANCE OF ANY OCCUPANCY PERMIT (COO): The applicant shall satisfy all Public Works Conditions of Approval for Tentative Parcel Map 38233.
83. PRIOR TO START OF CONSTRUCTION: Where survey monuments exist, such monuments shall be protected or shall be referenced and reset, pursuant to Business and Professions Code, Sections 8700 to 8805 (Land Surveyors Act).
84. PRIOR TO ISSUANCE OF AN ENCROACHMENT PERMIT: The Applicant, at its sole expense, shall obtain all right-of-way or easement acquisitions necessary to implement any portion or condition of this project.

STREET IMPROVEMENTS

85. PRIOR TO ACCEPTANCE OF ANY PUBLIC STREET IMPROVEMENT AND PRIOR TO ISSUANCE OF ANY OCCUPANCY PERMIT (COO): The applicant shall underground existing utility poles along the project frontage, and as necessary for transitions, in accordance with the City of Beaumont. Should the utility poles be exempt from undergrounding, as identified in the Municipal Code, the applicant shall relocate the poles sufficient to construct the improvements required as part of the development.

86. PRIOR TO ACCEPTANCE OF ANY PUBLIC STREET IMPROVEMENT AND PRIOR TO ISSUANCE OF ANY OCCUPANCY PERMIT (COO): The Applicant shall complete all half-width improvements along XENIA AVENUE, coincident with the project boundary and as necessary to safety transition to the existing improvements. All transitions to existing improvement shall occur outside the project boundary. The improvements shall conform to RCTD std. 93 Major Highway and shall include:

- a. 8" Curb and Gutter, 38-feet east of the monument centerline;
- b. Meandering sidewalk or as directed by the Planning Department;
- c. 12' wide raised median w/ landscaping
- d. Street structural sections shall be designed with a Traffic Index per soil engineer's recommendations (9.0 minimum). Preliminary soils investigations shall be used by the Engineer to determine an appropriate R-value and the pavement and base thickness based on the established Traffic Index. In no case shall the minimum pavement section be less than 6" AC/12" AB;
- e. All sawcuts and joining of existing ac paving shall be per the City's pavement restoration detail.
- f. Existing AC surface shall be slurry sealed.
- g. Tapers shall be per current MUTCD standards.

87. PRIOR TO ACCEPTANCE OF ANY PUBLIC STREET IMPROVEMENT AND PRIOR TO ISSUANCE OF ANY OCCUPANCY PERMIT (COO): The Applicant shall complete all half-width improvements along EIGHTH STREET, coincident with the project boundary and as necessary to safety transition to the existing improvements. All transitions to existing improvement shall occur outside the project boundary. The improvements shall match existing improvements to the east of the project and shall include:

- a. 8" Curb and Gutter, 32-feet south of the monument centerline;
- b. sidewalk as directed by the Planning Department;

- c. Street structural sections shall be designed with a Traffic Index per soil engineer's recommendations (9.0 minimum). Preliminary soils investigations shall be used by the Engineer to determine an appropriate R-value and the pavement and base thickness based on the established Traffic Index. In no case shall the minimum pavement section be less than 6" AC/12" AB;
 - d. All sawcuts and joining of existing ac paving shall be per the City's pavement restoration detail.
 - e. Existing AC surface shall be slurry sealed.
 - f. Tapers shall be per current MUTCD standards
88. PRIOR TO ACCEPTANCE OF ANY PUBLIC STREET IMPROVEMENT AND PRIOR TO ISSUANCE OF ANY OCCUPANCY PERMIT (COO): The Applicant shall provide reasonable accommodations, improvements, and restore any damaged property for the property at 1553 E. Eighth Street and any other properties affected by the development of this project.
89. PRIOR TO ACCEPTANCE OF ANY PUBLIC STREET IMPROVEMENT AND PRIOR TO ISSUANCE OF ANY OCCUPANCY PERMIT (COO): The Applicant shall replace any sidewalk, curb and gutter, drive approach, AC pavement or other improvement damaged during construction as determined necessary by the City Engineer.
90. PRIOR TO ACCEPTANCE OF ANY PUBLIC STREET IMPROVEMENT AND PRIOR TO ISSUANCE OF ANY OCCUPANCY PERMIT (COO): The Applicant shall install public streetlights along the project frontage of perimeter streets and along interior streets, in accordance with the City of Beaumont Approved Street Lighting Specifications. The Applicant shall coordinate with Public Works before submitting street light plans.
91. PRIOR TO ACCEPTANCE OF ANY PUBLIC STREET IMPROVEMENT AND PRIOR TO ISSUANCE OF ANY OCCUPANCY PERMIT (COO): The applicant shall design and install offsite landscaping and supporting irrigation system. All irrigation and landscaping associated with this project will be privately maintained. The landscape within public right-of-way shall occur on a separate plan set from the on-site landscaping.

GRADING AND DRAINAGE IMPROVEMENTS

92. PRIOR TO ISSUANCE OF A GRADING PERMIT: The applicant shall design the drainage facilities to capture and convey the 100-year storm event.

93. PRIOR TO ISSUANCE OF A GRADING PERMIT: The Applicant shall design the drainage facilities to collect and convey all on-site drainage flows in a manner consistent with the historic drainage pattern and discharge in a manner which will not increase damage, hazard, or liability to adjacent or downstream properties.
94. PRIOR TO ISSUANCE OF A GRADING PERMIT: The applicant shall obtain a National Pollutant Discharge Elimination System (NPDES) Construction General Permit for stormwater discharges associated with construction activities as required by the California Water Resources Control Board.
95. PRIOR TO ISSUANCE OF A GRADING PERMIT: A Storm Water Pollution Prevention Plan (SWPPP) shall be prepared and submitted to the California Water Resources Control Board. The developer shall be responsible for implementation, monitoring, operation, and maintenance of the SWPPP until all improvements have been accepted by Public Works Department or construction is complete, whichever is later.
96. PRIOR TO ISSUANCE OF A GRADING PERMIT: A copy of the Notice of Intent (NOI) and Waste Discharge Identification (WDID) number from the State Water Resources Control Board shall be provided to the Public Works Department.
97. PRIOR TO ISSUANCE OF GRADING PERMIT: The applicant shall adhere to all Federal Emergency Management Agency (FEMA) regulations and requirements in the event that existing drainage patterns are affected by this development. The applicant shall submit to the City and to any governing Federal agency for review and approval, all necessary calculations.
98. PRIOR TO ISSUANCE OF A GRADING PERMIT: The applicant shall design all storm drains, catch basins, and storm water structures with trash capture devices that conform with the approved trash capture list issued by the State Water Board.
99. PRIOR TO ISSUANCE OF GRADING PERMIT: The applicant shall submit for review and approval, a Final WQMP (F-WQMP). The F-WQMP shall be in substantial conformance with the approved preliminary Project-Specific WQMP and the document "Water Quality Management Plan – A Guidance Document for the Santa Ana Region of Riverside County," dated October 2012 (Guidance Document).
100. PRIOR TO ISSUANCE OF GRADING PERMIT: The Applicant shall record a "Covenant and Agreement" with the County Recorder, or other instrument acceptable to the City, to inform future property owners of the requirement to implement the approved project-specific WQMP.

101. PRIOR TO ISSUANCE OF A GRADING PERMIT: The applicant shall design temporary drainage facilities and erosion control measures to minimize erosion and silt deposition during the grading operation.
102. CONCURRENT WITH GRADING OPERATIONS: Any grading and/or utility excavations and backfilling, both on and off site, shall be done under the continuous direction of a licensed geotechnical/civil engineer who shall obtain all required permits and submit reports on progress and test results to the City Engineer for review and approval as determined by the City. Upon completion of all soils related work, the geotechnical engineer shall submit a final report to the City Engineer for review and approval, which may require additional tests at the expense of the applicant.
103. CONCURRENT WITH GRADING OPERATIONS: The Applicant shall construct temporary drainage facilities and erosion control measures to minimize erosion and silt deposition.
104. PRIOR TO FOUNDATION TRENCHING: The applicant shall submit a soil compaction report to the City for review and approval.
105. PRIOR TO OBTAINING ANY BUILDING PERMIT: The applicant shall submit pad certifications letters and pad compaction reports to the City for review and Approval.

STORM DRAIN IMPROVEMENTS

106. PRIOR TO ACCEPTANCE OF ANY PUBLIC STREET OR STORM DRAIN IMPROVEMENT AND PRIOR TO ISSUANCE OF ANY OCCUPANCY PERMIT: The storm drain facilities within public right-of-way will be publicly maintained. All onsite storm drain (outside of the public right-of-way) shall be privately owned and maintained. The applicant shall construct an appropriate manhole near the public-to-private transition that will delineate the change in maintenance responsibility.
107. PRIOR TO PUBLIC SIDEWALK, CURB, & AC PAVEMENT: The applicant shall construct all portions of the storm drain system that encroaches or occurs within the public right-of-way.
108. PRIOR TO ACCEPTANCE OF ANY PUBLIC STREET OR STORM DRAIN IMPROVEMENT AND PRIOR TO ISSUANCE OF ANY OCCUPANCY PERMIT (COO): All storm drain manhole rims shall be set flush with the finished surface Per the City of Beaumont's paving and manhole cover detail.

109. PRIOR TO ACCEPTANCE OF ANY PUBLIC STORM DRAIN IMPROVEMENT AND PRIOR TO ISSUANCE OF ANY OCCUPANCY PERMIT (COO): The applicant shall repair the storm drain trench and restore existing pavement associated with storm drain installation per the City of Beaumont's Paving and Trench Repair detail.

110. PRIOR TO PLACEMENT OF PAVEMENT OR FINISHED SURFACE: The applicant shall construction all portions of the storm drain system that encroaches or occurs within the public right-of-way. Any private connections must occur outside the right-of-way and join the public system via a manhole.

SEWER IMPROVEMENTS

111. PRIOR TO PUBLIC SIDEWALK, CURB, & AC PAVEMENT: The applicant shall construction all portions of the sewer system that encroaches or occurs within the public right-of-way.

112. PRIOR TO ACCEPTANCE OF ANY PUBLIC STREET OR SEWER IMPROVEMENT AND PRIOR TO ISSUANCE OF ANY OCCUPANCY PERMIT (COO): The public sanitary sewer system shall be completed and connected to the existing municipal sewer system.

113. PRIOR TO ACCEPTANCE OF ANY PUBLIC STREET OR SEWER IMPROVEMENT AND PRIOR TO ISSUANCE OF ANY OCCUPANCY PERMIT (COO): All sewer manhole rims shall be set flush with the finished surface Per the City of Beaumont's paving and manhole cover detail.

114. PRIOR TO ACCEPTANCE OF ANY PUBLIC SEWER IMPROVEMENT AND PRIOR TO ISSUANCE OF ANY OCCUPANCY PERMIT (COO): The applicant shall repair the sewer trench and restore existing pavement associated with sewer installation per the City of Beaumont's Paving and Trench Repair detail.

WATER IMPROVEMENTS

115. PRIOR TO ACCEPTANCE OF ANY PUBLIC STREET IMPROVEMENT AND PRIOR TO ISSUANCE OF ANY OCCUPANCY PERMIT (COO): The applicant shall ensure all water valves and vault covers within paved areas are raised flushed with finished surface and painted after paving is completed.

116. PRIOR TO ACCEPTANCE OF ANY PUBLIC STREET IMPROVEMENT AND PRIOR TO ISSUANCE OF ANY OCCUPANCY PERMIT (COO): The applicant shall ensure all fire hydrants; air vacs and other above ground water facilities are placed outside of sidewalk areas. Water meter boxes and vaults, valve covers, etc. may be placed within sidewalks or paved areas provided such devices are set flush with the finished surfaces and are properly rated for chosen locations.

PUBLIC WORKS – TENTATIVE PARCEL MAP

GENERAL

117. The following is a non-inclusive list of items that may be required by the Public Works Department:

- a. Permits and agreements:
 - i. Permission to Grade and Construction agreements
 - ii. Non-interference letters
- b. Survey Documents
 - i. Final Map

118. The Applicant shall coordinate with affected utility companies and obtain any permits as necessary for the development of this project.

119. The Applicant is responsible for resolving any conflicts with existing or proposed easements. All easement(s) of record and proposed easements shall be shown on the grading plan and improvement plans, where applicable.

SURVEYING AND MAPPING

120. PRIOR TO START OF CONSTRUCTION: Where survey monuments exist, such monuments shall be protected or shall be referenced and reset, pursuant to Business and Professions Code, Sections 8700 to 8805 (Land Surveyors Act).

121. PRIOR TO MAP RECORDATION: When changes to an approved Tentative Map are proposed, a Substantial Compliance Exhibit, in the same scale as the Tentative Map, shall be submitted for review and approval by the City Engineer.

122. PRIOR TO MAP RECORDATION: All public improvement plans associated with PP2021-0427 and necessary for the complete construction of backbone facilities shall

be approved.

123. PRIOR TO MAP RECORDATION: The applicant shall prepare and fully execute a Subdivision Improvement Agreement (SIA) with the City (On City approved format and forms).
124. PRIOR TO MAP RECORDATION: The applicant shall provide securities guaranteeing the payment of the cost for all public improvements. The securities shall include Faithful Performance and labor and materials for 100% of the approved Engineer's Cost Estimate (ECE). Streets (including striping, signing, lights, and landscaping), sewer, and storm drain improvements shall have individual and separate security.
125. PRIOR TO MAP RECORDATION: Monuments shall be provided in accordance with Section 8771 of the Business and Professions Code. Cross-ties shall be set in top of curbs and tie sheets shall be submitted to the Public Works Department. Per the Subdivision Map Act, Section 66496, internal monuments may be set at a later date if the applicant furnishes security guaranteeing the payment of the cost of setting such monuments.
126. PRIOR TO MAP RECORDATION: The Applicant shall comply with Government Code Section 66436(a)(3) before approval of the final map and shall provide "no objection" letters from all public entities or utilities to the satisfaction of the City Engineer.
127. PRIOR TO MAP RECORDATION: The applicant shall provide an easement to, over and across all private water quality, stormwater and drainage basins, to be dedicated to the City, for ingress, egress and right to inspect unless otherwise directed by the City Engineer. The City will not maintain any water quality or basin feature.
128. PRIOR TO FINAL MAP RECORDATION: The applicant shall show all right-of-way dedications necessary for the construction of all streets, on the Final Map or per separate instrument, unless otherwise approved by the City Engineer, including but not limited to:
 - a. Xenia Avenue is classified a Major Highway (100') per City of Beaumont General Plan (2040), Circulation element. The applicant shall dedicate all additional right-of-way necessary to achieve the required 50-foot half-width right-of-way, as measured perpendicular to the centerline of record.
 - b. The applicant shall dedicate on the final map, all right-of-way necessary for the

public use of curb ramps at the main entrance.

- c. Eighth Avenue is classified a Major Highway (100') per City of Beaumont General Plan (2040), Circulation element. The applicant shall dedicate all additional right-of-way necessary to achieve the required 50-foot half-width right-of-way, as measured perpendicular to the centerline of record.
- d. The applicant shall dedicate on the final map, all easements necessary for the installation of the backbone utilities as generally shown on the approve tentative map.

129. PRIOR TO ISSUANCE OF AN ENCROACHMENT PERMIT: The Applicant, at its sole expense, shall obtain all right-of-way or easement acquisitions necessary to implement any portion or condition of this project, including public improvements; off-site grading & construction; offsite street requirements; offsite sewer requirements; storm drain improvements; or any other requirement or condition.

MITIGATION MEASURES

BIOLOGICAL RESOURCES

130. BIO-1: Burrowing Owl Pre-Construction Surveys and Avoidance: The Project Area was determined to be suitable for burrowing owl due to the presence of suitable habitat and recent records of the species that have been recorded near the Project Site. Prior to ground disturbing activities, a qualified wildlife biologist (i.e., a wildlife biologist with previous burrowing owl survey experience) shall conduct pre-construction surveys of the Project Site, plus a 500-foot buffer, to locate active breeding or wintering burrowing owls and burrowing owl burrows between 30 and 14 days prior to construction. The survey methodology will be consistent with the methods outlined in the CDFW Staff Report on Burrowing Owl Mitigation (CDFG 2012) and will consist of walking parallel transects 20 – 60 feet apart, adjusting for vegetation height and density as needed, and noting any potential burrows with fresh burrowing owl sign or presence of burrowing.

A qualified biologist shall conduct an additional pre-construction survey of the Project Site plus an approximately 500-foot buffer no more than 24-hours prior to the start of ground disturbing activities associated with construction activities to identify any additional burrowing owls or burrows necessitating avoidance, minimization, or

mitigation measures. The results of the survey should be submitted to the City and CDFW within five days of survey completion.

If no burrowing owls are observed during the survey, Project site preparation and construction activities may begin, and no further action is necessary. If burrowing owls are found to be present, then avoidance or minimization measures shall be undertaken in consultation with the City and CDFW. CDFW shall be sent written notification within 48 hours of detection of burrowing owls. If active burrowing owl burrows are detected, the Project Applicant shall not commence activities until no sign is present that the burrows are being used by adult or juvenile owls or following CDFW approval of a Burrowing Owl Plan as described below. If owl presence is difficult to determine, a qualified biologist shall monitor the burrows with motion-activated trail cameras for at least 24 hours to evaluate burrow occupancy. The onsite qualified biologist will verify the nesting effort has finished according to methods identified in the Burrowing Owl Plan.

The Burrowing Owl Plan shall be prepared in accordance with guidelines in the CDFG Staff Report on Burrowing Owl (March 2012) and MSHCP. The qualified biologist and Project Applicant shall coordinate with the City, CDFW, and USFWS to develop a Burrowing Owl Plan to be approved by the City, CDFW, and USFWS prior to commencing Project activities. The Burrowing Owl Plan shall describe proposed avoidance, relocation, monitoring, minimization, and/or mitigation actions. The Burrowing Owl Plan shall include the number and location of occupied burrow sites and details on proposed buffers if avoiding the burrowing owls or information on the adjacent or nearby suitable habitat available to owls for relocation. If no suitable habitat is available nearby for relocation, details regarding the creation and funding of artificial burrows (numbers, location, and type of burrows) and management activities for relocated owls shall also be included in the Burrowing Owl Plan. The City and Project Applicant shall implement the Burrowing Owl Plan following CDFW and USFWS review and approval.

If burrowing owls are observed within Project site during Project implementation and construction, the Project Applicant shall notify CDFW immediately in writing within 48 hours of detection. A Burrowing Owl Plan shall be submitted to CDFW for review and approval within two weeks of detection and no Project activity shall continue within 1,000 feet of the burrowing owls until CDFW approves the Burrowing Owl Plan. The City and the Project Applicant shall be responsible for implementing appropriate

avoidance and mitigation measures, including burrow avoidance, passive or active relocation, or other appropriate mitigation measures as identified in the Burrowing Owl Plan.

If ground-disturbing activities occur but the Project Site is left undisturbed for more than 30 days, a preconstruction survey for burrowing owl shall be conducted and reported to CDFW as described above. If a burrowing owl is found, the same coordination described above shall be necessary.

A final letter report shall be prepared by the qualified biologist documenting the results of the passive relocation. The letter shall be submitted to CDFW prior to the start of Project activities.

131. BIO-2: Biological Monitoring: A qualified biologist shall be present to monitor all initial ground disturbing and vegetation-clearing activities conducted for the Project. During each monitoring day, the biological monitor shall perform clearance survey “sweeps” at the start of each workday that vegetation clearing takes place to minimize impacts on special-status species with potential to occur. The monitor will be responsible for ensuring that impacts to special-status species, nesting birds, and active nests will be avoided to the greatest extent possible. Biological monitoring shall take place until the Project Site has been completely cleared of any vegetation. If an active nest is identified, the biological monitor shall establish an appropriate disturbance limit buffer around the nest using flagging or staking. Construction activities shall not occur within any disturbance limit buffer zones until the nest is deemed no longer active by the biologist. If special-status wildlife species are detected during biological monitoring activities, then consultation with the USFWS and/or CDFW shall be conducted, and a mitigation plan shall be developed to avoid and offset impacts to these species. Mitigation measures may consist of work restrictions or additional biological monitoring activities after ground-disturbing activities are complete.
132. BIO-3: Pre-construction Survey for Nesting Birds: Regardless of the time of year, the Project Applicant shall ensure a nesting bird survey is completed prior to the start of any development activities (such as ground disturbance, construction activities, and/or removal of trees and vegetation) within the Project Site. This will avoid violations of the MBTA and California Fish and Game Code Sections 3503, 3503.5, and 3513. The pre-construction nesting bird survey shall include the Project Site and

adjacent areas where Project activities have the potential to cause nest failure. The survey results shall be provided to the City's Planning Department. The Project Applicant shall adhere to the following:

Applicant shall designate a qualified biologist experienced in: identifying local and migratory bird species of special concern; conducting bird surveys using appropriate survey methodology; nesting surveying techniques, recognizing breeding and nesting behaviors, locating nests and breeding territories, and identifying nesting stages and nest success; determining/establishing appropriate avoidance and minimization measures; and monitoring the efficacy of implemented avoidance and minimization measures.

Pre-construction surveys shall be conducted at the appropriate time of day/night, during appropriate weather conditions, no more than 3 days prior to the initiation of Project activities. Surveys shall encompass all suitable areas including trees, shrubs, bare ground, burrows, cavities, and structures. Survey duration shall take into consideration the size of the Project Site; density, and complexity of the habitat; number of survey participants; survey techniques employed; and shall be sufficient to ensure the data collected is complete and accurate.

If no nesting birds are observed during the survey, Project Site preparation and construction activities may begin. If nesting birds (including nesting raptors) are found to be present, then avoidance or minimization measures shall be undertaken in consultation with the City and CDFW. Measures shall include immediate establishment of an appropriate buffer zone to be established by a qualified biologist, based on their best professional judgement and experience. The buffer around the nest shall be delineated and flagged, and no construction activity shall occur within the buffer area until a qualified biologist determines nesting species have fledged and the nest is no longer active, or the nest has failed. The qualified biologist shall monitor the nest at the onset of Project activities, and at the onset of any changes in such Project activities (e.g., increase in number or type of equipment, change in equipment usage, etc.) to determine the efficacy of the buffer. If the qualified biologist determines that such project activities may be causing an adverse reaction, the qualified biologist shall adjust the buffer accordingly or implement alternative avoidance and minimization measures, such as redirecting or rescheduling construction or erecting

sound barriers. All work within these buffers will be halted until the nesting effort is finished (i.e., the juveniles are surviving independent from the nest) or failed. The onsite qualified biologist will review and verify compliance with these nesting avoidance buffers and will verify the nesting effort has finished. Work can resume within these avoidance areas when no other active nests are found.

Upon completion of the survey and nesting bird monitoring, a report shall be prepared and submitted to the City for mitigation monitoring compliance record keeping.

CULTURAL RESOURCES

133. CUL-1: If subsurface deposits believed to be cultural or human in origin are discovered during construction, all work must halt within a 100-foot radius of the discovery. A qualified professional archaeologist, meeting the Secretary of the Interior's Professional Qualification Standards for pre-contact and historic archaeologist, shall be retained to evaluate the significance of the find and shall have the authority to modify the no-work radius as appropriate, using professional judgment. The following notifications shall apply, depending on the nature of the find:

If the professional archaeologist determines that the find does not represent a cultural resource, work may resume immediately, and no agency notifications are required.

If the professional archaeologist determines that the find does represent a cultural resource from any time period or cultural affiliation, the archaeologist shall immediately notify the lead federal agency, the lead CEQA agency, and landowner. The agencies shall consult on a finding of eligibility and implement appropriate treatment measures, if the find is determined to be a Historical Resource under CEQA, is defined in Section 15064.5(a) of the CEQA Guidelines or a historic property under Section 106 of the National Historic Preservation Act (NHPA), if applicable. Work may not resume within the no-work radius until the lead agencies, through consultation as appropriate, determine that the site either: 1) is not a Historical Resource under CEQA or a Historic Property under Section 106; or 2) that the treatment measures have been completed to their satisfaction.

If the find includes human remains, or remains that are potentially human, they shall ensure reasonable protection measures are taken to protect the discovery from disturbance (AB 2641) by maintaining at least 50 feet of buffer in all directions. The archaeologist shall notify the County Coroner (per Section 7050.5 of the Health and Safety Code). The provisions of Section 7050.5 of the California Health and Safety Code, Section 5097.98 of the California PRC, and AB 2641 will be implemented. If the Coroner determines the remains are Native American and not the result of a crime scene, the Coroner will notify the NAHC, which then will designate a Native American Most Likely Descendant (MLD) for the Project (Section 5097.98 of the PRC). The designated MLD will have 48 hours from the time access to the property is granted to make recommendations concerning treatment of the remains. If the landowner does not agree with the recommendations of the MLD, the NAHC can mediate (Section 5097.94 of the PRC). If no agreement is reached, the landowner must rebury the remains where they will not be further disturbed (Section 5097.98 of the PRC). This will also include either recording the site with the NAHC or the appropriate Information Center; using an open space or conservation zoning designation or easement; or recording a reinternment document with the county in which the property is located (AB 2641). Work may not resume within the no-work radius until the lead agencies, through consultation as appropriate, determine that the treatment measures have been completed to their satisfaction.

134. CUL-2: At the onset of construction, a Worker Environmental Awareness Program (WEAP) will be developed by the qualified professional archaeologist. A qualified professional archaeologist with experience with sensitive cultural resources in the region will present the WEAP to all personnel working in the Project Area (either temporarily or permanently) prior to the start of project activities. The WEAP may be videorecorded and used to train newly hired workers or those not present for the initial WEAP. The WEAP could include but will not be limited to: discussions of the sensitive cultural resources associated with the project, project-specific measures to avoid or eliminate impacts to these resources, consequences for not complying with project permits and agreements, and contact information for the lead archaeologist. Logs of personnel who have taken the training will be kept on the site at the construction or project office.

GEOLOGY AND SOILS

135. GEO-1: The Project Applicant shall implement the Conclusions and Recommendations as listed in the final site-specific geotechnical report (Updated Geotechnical and Infiltration Evaluation for Proposed Multi-Family Residential Development: Xenia Apartment Project East of Xenia Avenue and about 200 Feet South of East 8th Street Beaumont, Riverside County, California, GeoTek 2022) or most recent site-specific geotechnical evaluation.
136. GEO-2: A qualified paleontological professional, as defined by the Society of Vertebrate Paleontology (2010) standards, will be retained by the Contractor. The qualified paleontological professional will draft the PRMP outlining protocols to be implemented during ground disturbance in case of discoveries. This mitigation and monitoring program shall be in place prior to any ground disturbance, based on the Western Science Center's findings and recommendations. The qualified paleontological professional will be present to monitor during ground disturbance activities to ensure the protection of paleontological resources, if any. If paleontological resources are discovered during construction, all work must halt within a 100-foot radius of the discovery. The on-site qualified paleontological professional shall notify the contractor and Project Applicant. They shall evaluate the significance of the find and shall have the authority to modify the no-work radius as appropriate, using professional judgement. The qualified paleontological professional will evaluate the significance of the find and recommend appropriate measures for the disposition of the site (e.g., fossil recovery, curation, data recovery, and/or monitoring). Construction activities may continue on other parts of the construction site while evaluation and treatment of the paleontological resource takes place.

TRIBAL CULTURAL RESOURCES

137. TCR-1: Unanticipated Discovery of Tribal Cultural Resources. If potential TCRs are discovered during ground disturbing construction activities, all work shall cease within 100 feet of the find. A Native American Representative from traditionally and culturally affiliated Native American Tribes shall be immediately contacted and invited to assess the significance of the find and make recommendations for further evaluation and treatment, as necessary. If deemed necessary by the City, a qualified

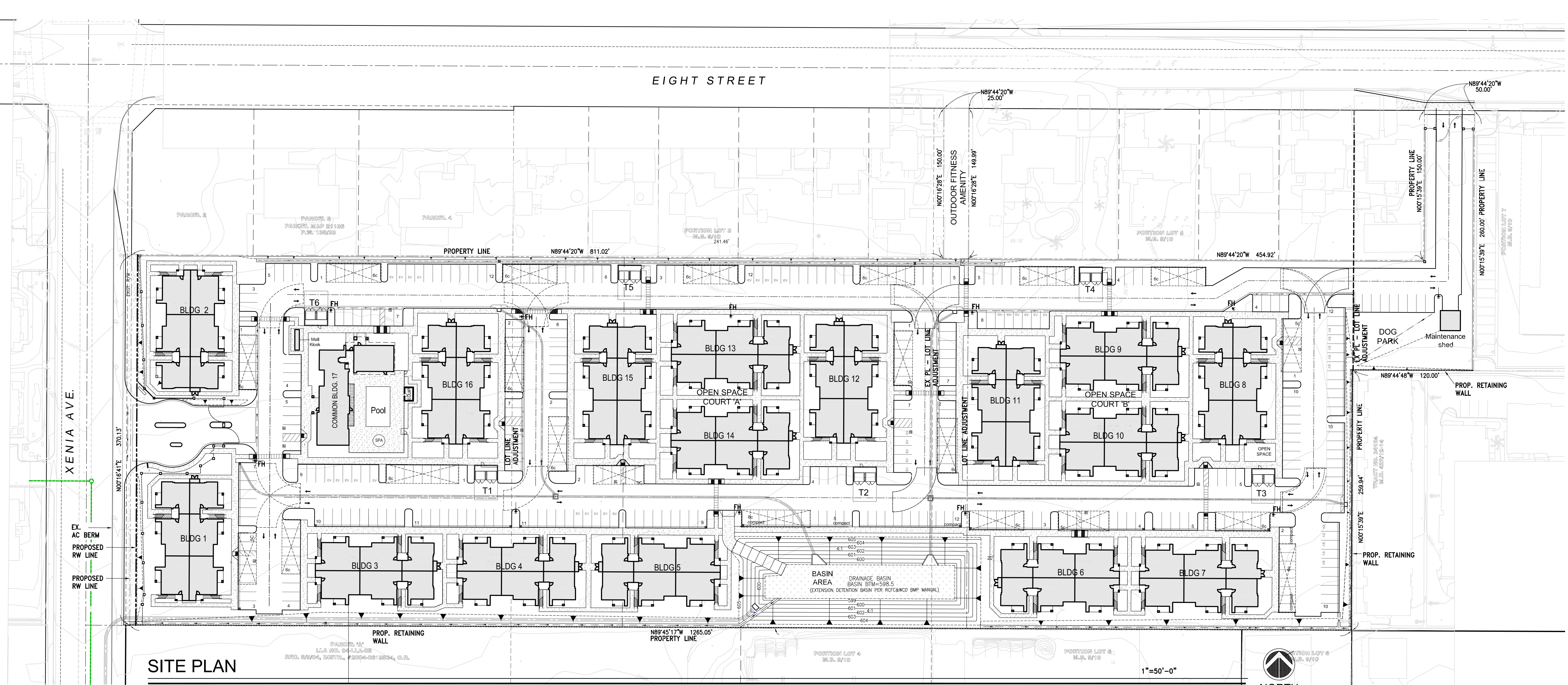
cultural resources specialist meeting the Secretary of Interior's Standards and Qualifications for Archaeology, may also assess the significance of the find in joint consultation with Native American Representatives to ensure that Tribal values are considered. Work at the discovery location cannot resume until the City, in consultation as appropriate and in good faith, determines that the discovery is either not a TCR, or has been subjected to treatment directed by the City.

PLANNING COMMISSION ADDED ON OCTOBER 25, 2023

138. Prior to the issuance of the landscaping permit, lighting in the outdoor fitness area shall be provided by the applicant and shall not exceed the height of the walls surrounding the outdoor fitness area.

End of Conditions

EIGHT STREET



SITE PLAN



PROJECT DATA

SITE ADDRESSES:
XXX XENIA AVE.
BEAUMONT, CA.

OWNER:
BEAUMONT LAND PARTNERS LLC
ATTN: EDWARD RATINOFF
16133 VENTURA BLVD, SUITE 633
ENCINO, CA 91436

APN
419-160-005, 024,
419-170-016, 017, 018, 022 & 027

AREAS
GROSS AREA: 10,931 AC (476,164 SF)
NET AREA: 10,876 NET (473,743 SF)

LEGAL DESCRIPTION
BEING A SURVEY OF PARCEL 1 OF PARCEL MAP NO. 21136 AS SHOWN ON MAP ON FILE IN BOOK 138, PAGE 33 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AND PORTIONS OF LOTS 2, 5 AND 7 IN BLOCK 5 OF THE SUBDIVISION OF SECTIONS 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 10 OF MAPS, RECORDS OF THE COUNTY OF SAN BERNARDINO IN THE COUNTY OF RIVERSIDES, STATE OF CALIFORNIA

EXISTING ZONING & LAND USE
RMF - MULTI-FAMILY RESIDENTIAL
20 DWELLING UNITS PER AC

PROPOSED USE:
APARTMENTS / R-2 OCCUPANCY
COMMUNITY BLDG / A-3 OCCUPANCY
CARPORTS / 'U' OCCUPANCY
MISC MAIL KIOSK
MAINTENANCE SHED

APPLICABLE CODES:

Building: 2019 California Building Code (CBC)
Plumbing: 2019 California Plumbing Code
Mechanical: 2019 California Mechanical Code
Electrical: 2019 California Electrical Code
Fire: 2019 California Fire Code (CFC)
Accessibility: 2019 California Building Code (Title 24, Part 2)
Energy: 2019 California Energy Code (Title 24, Part 6)
Sustainability: 2019 CALGreen Code

CODE ANALYSIS

A-3 OCCUPANCY (COMMUNITY BUILDING)
CONST. TYPE V-B
SPRINKLERS YES
TABLE 504.3: BASIC ALLOWABLE HEIGHT: S(w/o INCREASES) 60 FEET
TABLE 504.4: BASIC ALLOWABLE STORY: 2-STORY
TABLE 506.2: BASIC ALLOWABLE AREA FACTOR: 24,000 SQ. FT. (S)

R-2 OCCUPANCY (MULTI FAMILY)
CONST. TYPE V-B
SPRINKLERS YES (NFPA-13R)
TABLE 504.3: BASIC ALLOWABLE HEIGHT: 40 FEET
TABLE 504.4: BASIC ALLOWABLE STORY: 2-STORY
TABLE 506.2: BASIC ALLOWABLE AREA FACTOR: 7,000 SQ. FT. (S13R)

U OCCUPANCY (CARPORTS)
CONST. TYPE V-B
SPRINKLERS NO
TABLE 504.3: BASIC ALLOWABLE HEIGHT: 40 FEET
TABLE 504.4: BASIC ALLOWABLE STORY: 1-STORY
TABLE 506.2: BASIC ALLOWABLE AREA FACTOR: 5,500 SQ. FT.

BUILDING / UNIT MIX COUNT

BUILDING No.	1BR/1BA		2BR/2BA		2BR/2BA		DWELLING UNIT CT.
	A1	A2	B1	B2	C1	C2	
BLDG 1	2	2	2	2	2	2	12
BLDG 2	2	2	2	2	2	2	12
BLDG 3	2	2	2	2	2	2	12
BLDG 4	2	2	2	2	2	2	12
BLDG 5	2	2	2	2	2	2	12
BLDG 6	2	2	2	2	2	2	12
BLDG 7	2	2	2	2	2	2	12
BLDG 8	2	2	2	2	2	2	12
BLDG 9	2	2	2	2	2	2	12
BLDG 10	2	2	2	2	2	2	12
BLDG 11	2	2	2	2	2	2	12
BLDG 12	2	2	2	2	2	2	12
BLDG 13	2	2	2	2	2	2	12
BLDG 14	2	2	2	2	2	2	12
BLDG 15	2	2	2	2	2	2	12
BLDG 16	2	2	2	2	2	2	12
TOTAL	32	32	32	32	32	32	192
%	33%		67%				100%

TOTAL DWELLING UNITS PER AC = 192/10.93 = 17.5 D.U. PER AC

OPEN SPACE REQUIREMENTS

FOR MULTIFAMILY DEVELOPMENTS OF 20 OR MORE UNITS, EACH UNIT SHALL HAVE A MIN OF 200 SF OF USABLE OPEN SPACE

TOTAL 192 D.U x 200 = 38,400 SF REQUIRED OPEN SPACE

TOTAL OPEN SPACE PROVIDED
PATIO / BALCONY
EACH DWELLING UNIT HAS 70sf OF OPEN SPACE WHICH WE CAN MULTIPLY BY 1.25 FOR OPEN SPACE
= 70x1.25 = 87.5sf
= 192 D.U. X 87.5 = 16,800sf

COMMUNITY BUILDING
POOL AND DECK AREA = 4,462 sf
FITNESS CENTER = 1,040 sq. ft.
LANDSCAPE OPEN SPACE MIN 6 FOOT WIDTH = 5,693 sq. ft. (AT BLDG 12,13,14,&15)
OPEN SPACE COURT 'A' = 5,693 sq. ft. (AT BLDG 12,13,14,&15)
OPEN SPACE COURT 'B' = 6,732 sq. ft.
DOG PARK = 3,777 sq. ft.
FITNESS AMENITIES = 3,777 sq. ft.

TOTAL OPEN SPACE PROVIDED = 44,197 sq. ft.

BUILDING AREA TYPE I - 2 STORY (12 DWELLING UNITS)

TYPE VB CONST. SPRINKLERED 13R

FIRST FLOOR AREAS (HABITABLE SPACE)

UNIT TYPE	DESCRIPTION	LIVING AREA	QTY. DU	DU x SUB TOTAL
UNIT A1	1BR/1BA	774 sf	2	1,548 sf
UNIT B1	2BR/2BA	1042 sf	2	2,084 sf
UNIT C1	2BR/2BA	1074 sf	2	2,148 sf
TOTAL 1st FLOOR HABITABLE BUILDING AREAS			6	5,780 sf

AUXILIARY AREA (NON CONDITIONED SPACE)

UNIT TYPE	DESCRIPTION	PATIO-BALCONY	COVERED ENTRY	WH	SUB TOTAL	QTY. DU	DU x SUB TOTAL
UNIT A1	1BR/1BA	72 sf	41 sf	18 sf	131 sf	2	262 sf
UNIT B1	2BR/2BA	72 sf	41 sf	18 sf	131 sf	2	262 sf
UNIT C1	2BR/2BA	72 sf	41 sf	18 sf	131 sf	2	262 sf
TOTAL 1st FLOOR AUXILIARY AREA (NON CONDITIONED SPACE)					394 sf	6	2,346 sf
TOTAL 1st FLOOR HABITABLE & NON CONDITIONED BUILDING AREAS					6,174 sf		

SECOND FLOOR AREAS (HABITABLE SPACE)

UNIT TYPE	DESCRIPTION	LIVING AREA	QTY. DU	DU x SUB TOTAL
UNIT A1	1BR/1BA	774 sf	2	1,548 sf
UNIT B1	2BR/2BA	1042 sf	2	2,084 sf
UNIT C1	2BR/2BA	1074 sf	2	2,148 sf
TOTAL 2ND FLOOR HABITABLE BUILDING AREAS			6	5,780 sf

AUXILIARY AREA (NON CONDITIONED SPACE)

UNIT TYPE	DESCRIPTION	PATIO-BALCONY	COVERED ENTRY	WH	SUB TOTAL	QTY. DU	DU x SUB TOTAL
UNIT A1	1BR/1BA	72 sf	41 sf	18 sf	131 sf	2	262 sf
UNIT B1	2BR/2BA	72 sf	41 sf	18 sf	131 sf	2	262 sf
UNIT C1	2BR/2BA	72 sf	41 sf	18 sf	131 sf	2	262 sf
TOTAL 2ND FLOOR AUXILIARY AREA (NON CONDITIONED SPACE)					394 sf	6	2,346 sf
TOTAL 2ND FLOOR HABITABLE & NON CONDITIONED BUILDING AREAS					6,566 sf		
TOTAL BUILDING AREA (HABITABLE SPACE)					12		11,560 sf
TOTAL BUILDING HABITABLE AREA & NON CONDITIONED SPACE							13,132 sf

COMMUNITY BUILDING - 1 STORY		COVERED PARKING AREAS	
DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
COMMUNITY BUILDING AREA	+/- 3,760sf	5 ADA STALL (50'x 18')	900sf
MAIL BOX KIOSK	93sf	5 VAN ADA STALL (53'x 18')	954sf
MAINTENANCE BLDG	400sf	6 STALL (54'x 18')	972sf
TRASH ENCLOSURES	442sf x (6)	8 STALL (72'x 18')	1,296sf

PARKING REQUIRED

UNIT TYPES	UNITS	RATIO	QTY.
1 BRDM	64	1.25	80
2 BRDM	128	2.5	320
TOTAL UNITS	192		
TOTAL PARKING REQ'D			400

REQ'D COVERED PARKING

UNIT TYPES	NO. OF UNITS	QTY.
ZERO FOR 1BR UNITS	64 D.U.	0
(1) STALL FOR 2BR UNITS	128 D.U.	128
TOTAL COVERD PARKING REQ'D		128

REQ'D ACCESSIBLE PKG
PER CBC SECTION 1109A.4 PER SECTION

1109A.4 "ASSIGNED PARKING" AT LEAST 2% OF THE ASSIGNED PARKING SPACES SHALL BE ACCESSIBLE IN EACH TYPE OF PARKING FACILITY. AT LEAST 1 SPACE OF EACH TYPE OF PARKING FACILITY SHALL BE MADE ACCESSIBLE PROVIDED 2% ACCESSIBLE PARKING OF EACH TYPE:

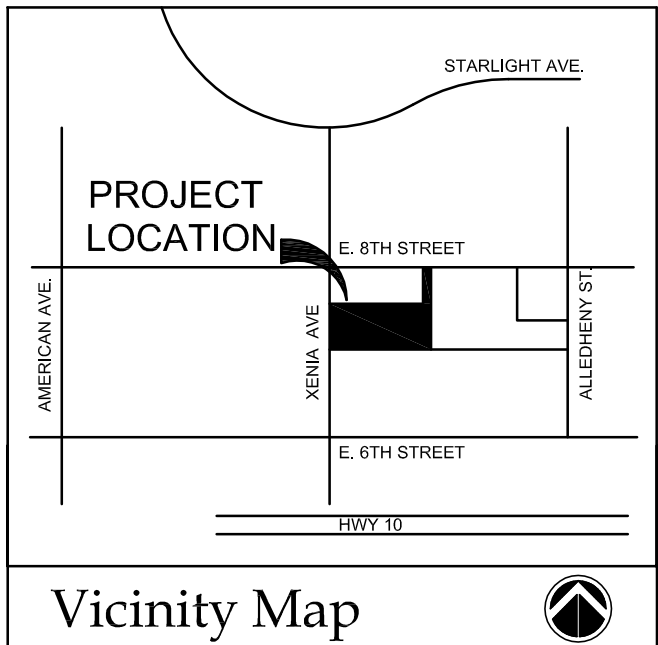
UNIT TYPES	NO. OF UNITS
OPEN STALLS	280 x .04 = 6 STALLS MIN
COVERED STALLS	128 x .02 = 3 MIN STALLS

REQ'D FUTURE EV STALLS
PER CALGREEN 2019 TABLE 5.106.5.3.3
TOTAL NUMBER OF STALLS 201 AND OVER SHALL REQUIRE 10% OF NUMBER OF STALLS TO BE IDENTIFIED FOR FUTURE EV STALLS

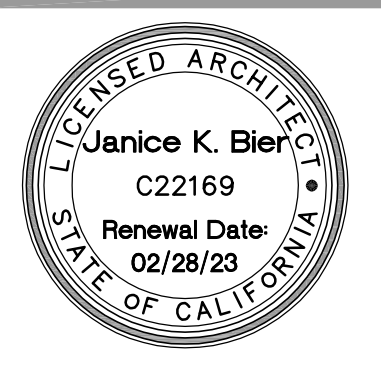
TOTAL STALLS PROVIDED 408 x 10% = 41 EV STALLS

PARKING PROVIDED

PARKING TYPE	%	QTY.
OPEN STALLS		
OPEN STANDARD STALLS (18'x9')		255
OPEN COMPACT STALLS (16'x8'-6")		19
ADA OPEN STALLS		6
TOTAL OPEN STALLS PARKING	69%	280
CARPSPORTS		
STANDARD CARPORTS (16)18'x9'		108
COMPACT CARPORTS (2)16'x8'-6"		16
ADA CARPORTS (4) 18'x9'		4
TOTAL CARPORT PARKING	31%	128
TOTAL PARKING	100%	408
PARKING TO UNIT RATIO		2.15 /DU



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Project # 20024

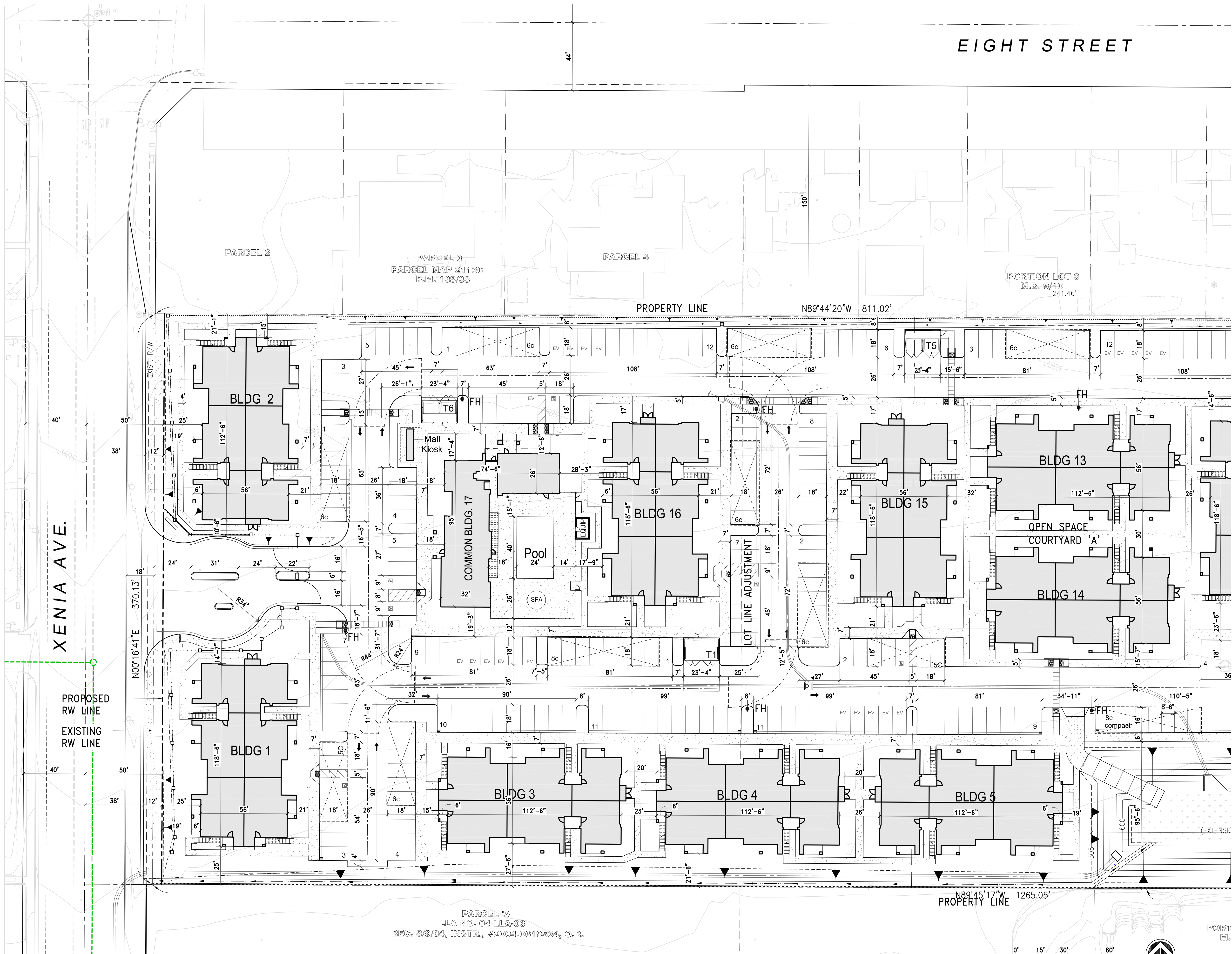
Overall Site Plan

Revisions
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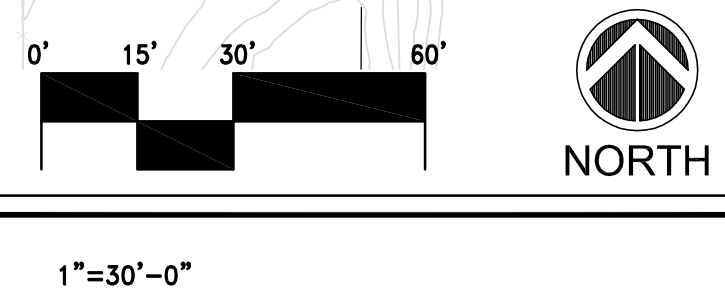
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DIMENSIONED SITE PLAN



PARCEL 'A'
LLA NO. 04-LLA-06
REC. 8/9/04, INSTR. #2004-0619834, O.R.

XENIA AVE.

EIGHT STREET

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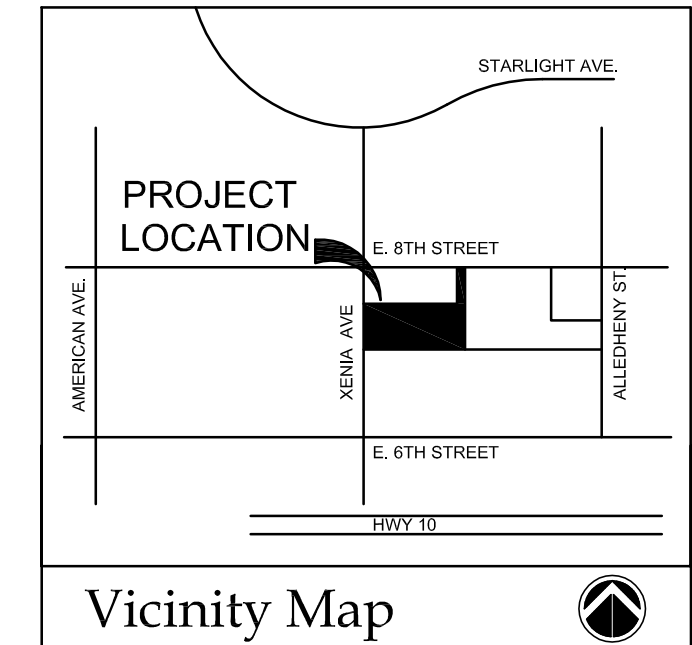
Date: 05.31.22
 Drawn By: Susan Jones
 Project # 20024

Dimensioned Site Plan

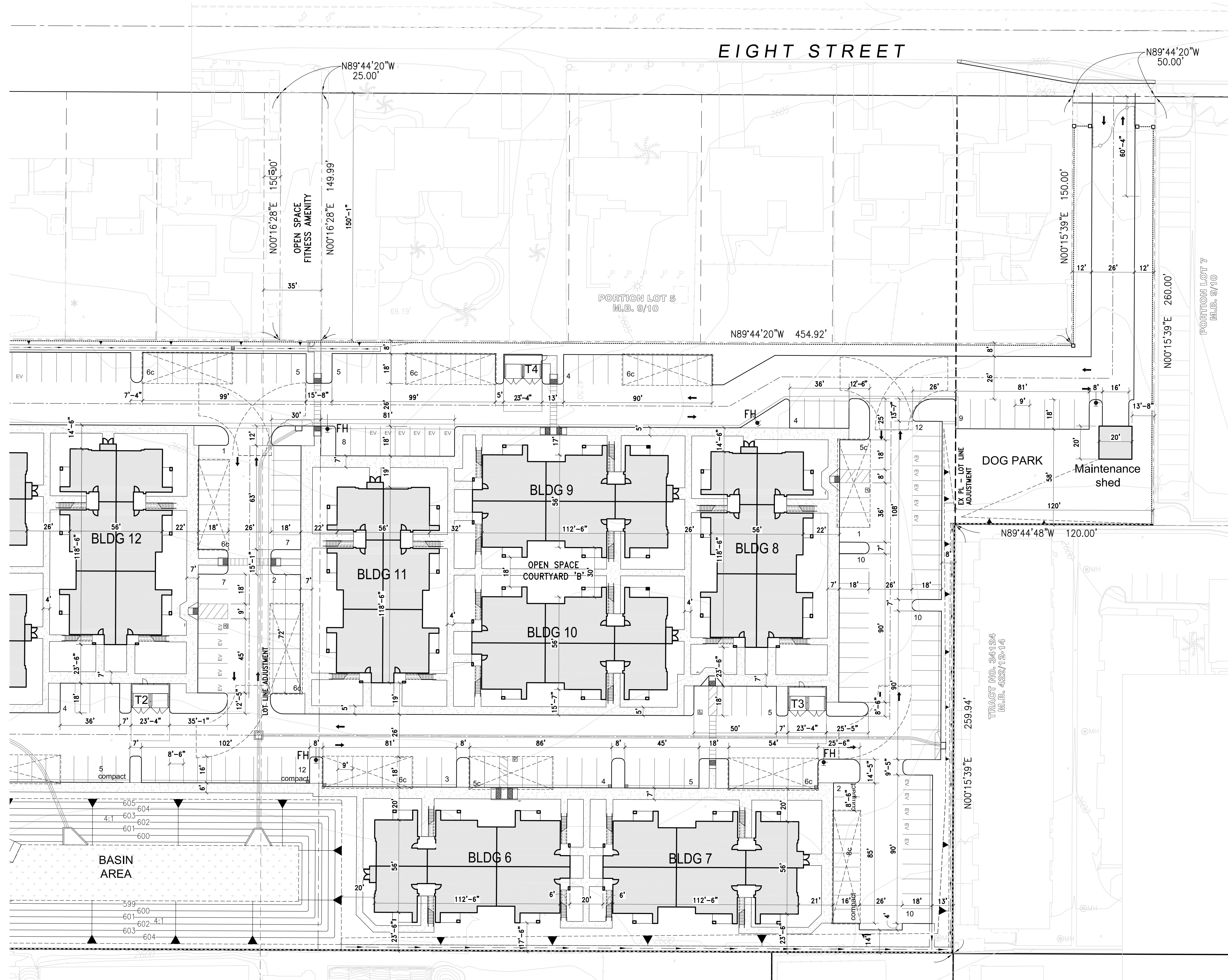
Revisions
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SHEET No.

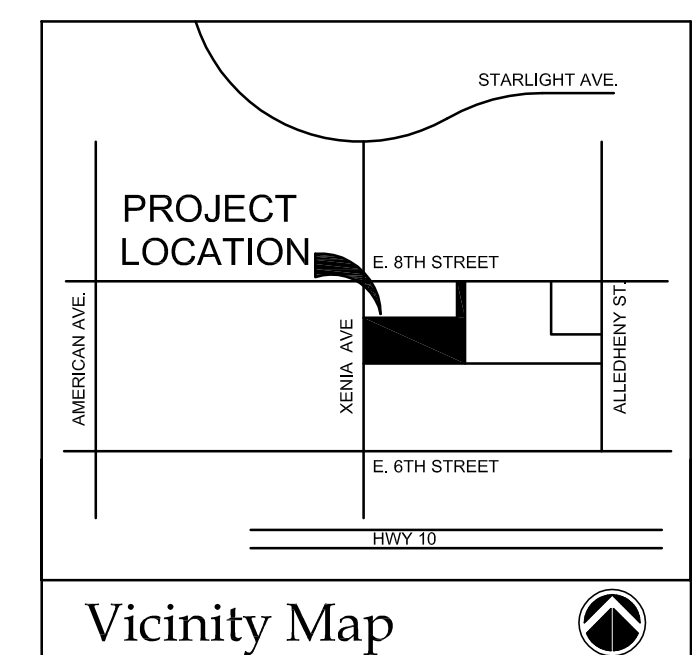
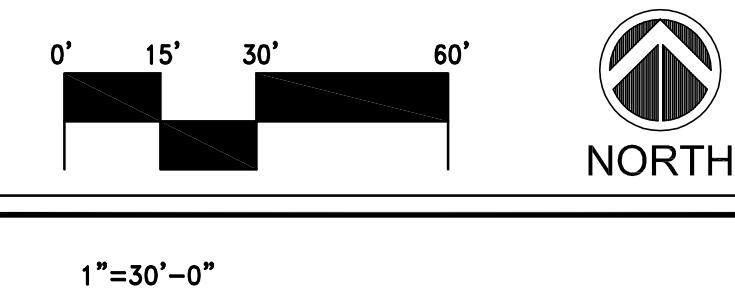
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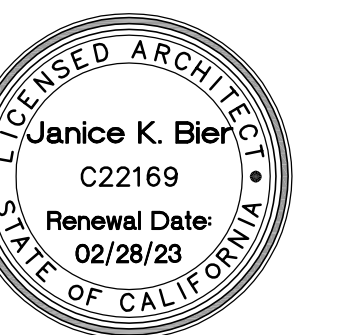
DIMENSIONED SITE PLAN



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Drawn By: Susan Jones
Project # 20024

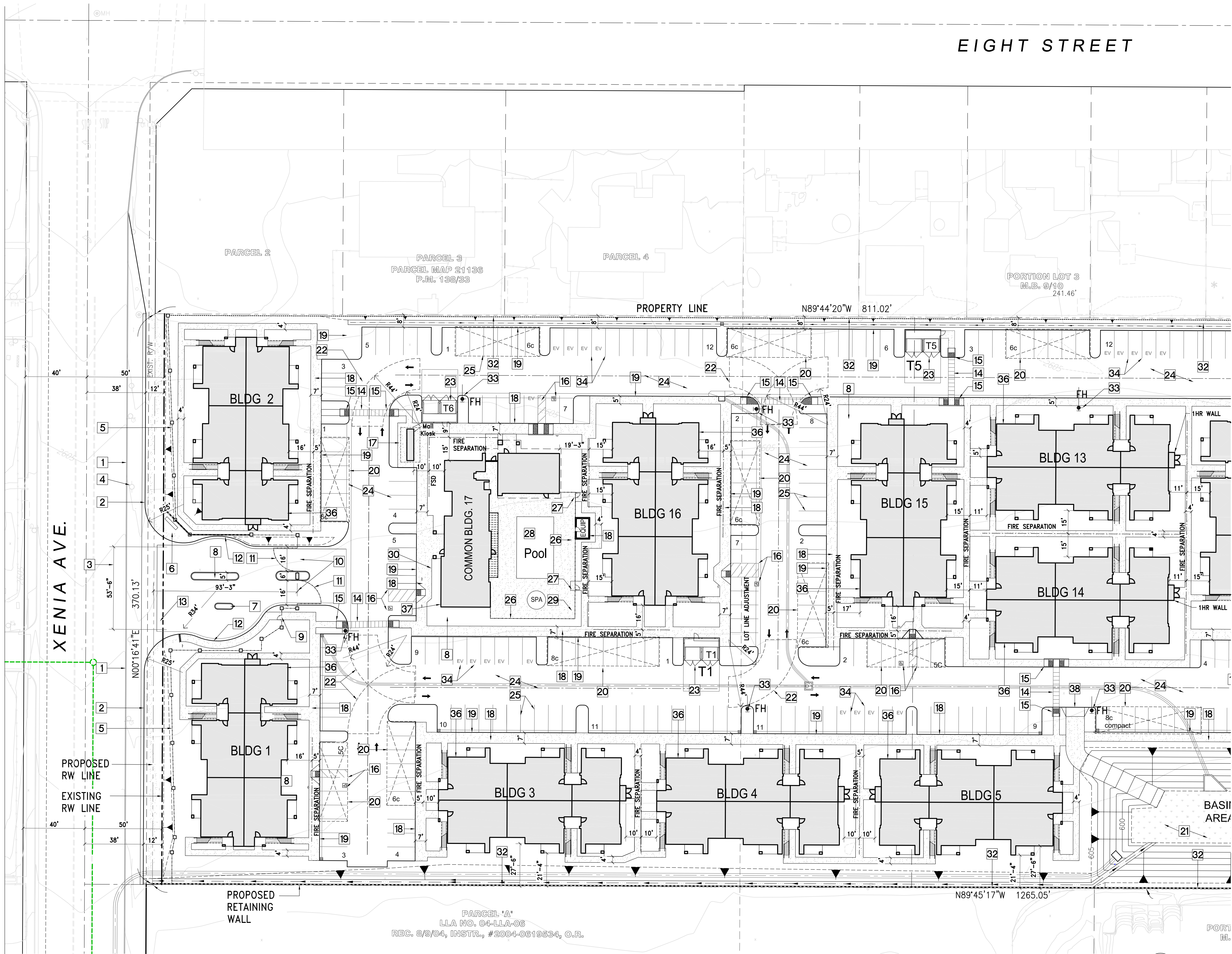
Dimensioned
Site Plan

Revisions
△ X

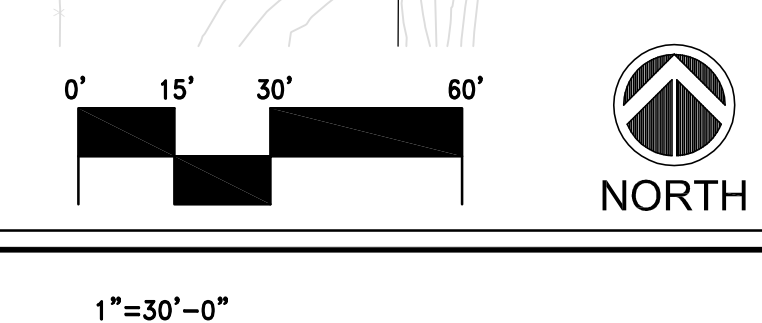
SHEET No.

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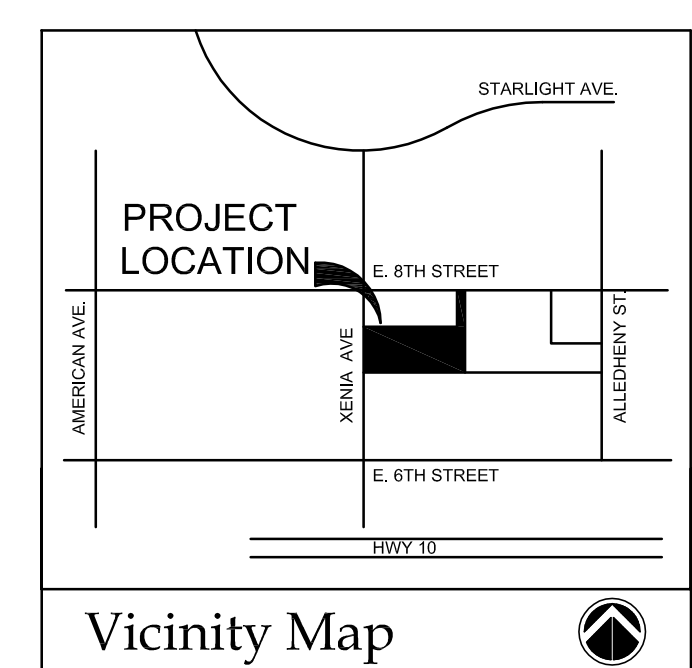


ANNOTATED SITE PLAN



1"=30'-0"

No.	Description
1	EXISTING AC BERM
2	CURB, GUTTER AND SIDEWALK PER CITY OF BEAUMONT STANDARDS SEE CIVIL DRAWINGS
3	CONSTRUCT DRIVEWAY APPROACH PER CITY STD.
4	EXISTING OVERHEAD ELECTRICAL
5	6' HIGH WROUGHT IRON FENCE W/ 24" SQ. DECORATIVE PILASTERS EVERY +/-30'o.c.
6	MONUMENT SIGN SHOWN FOR REFERENCE ONLY - SIGNAGE UNDER SEPARATE PERMITS
7	DIRECTORY & KEYPAD ENTRY BY OTHERS, GC TO PROVIDE POWER AS NEEDED, COORDINATE WITH VENDOR
8	LANDSCAPE PLANTER AREA
9	3' WIDE PEDESTRIAN GATE WITH ACCESS KEY PAD AND LEVER HARDWARE. ALSO POST DIAGRAM OF COMPLEX SHOWING LOCATION OF VIEWER AND THE BUILDING DESIGNATIONS.
10	PRESENCE LOOP DETECTORS WITHIN 1 OR 2 FEET OF THE GATES THAT ENSURES THAT THE GATES REMAIN OPEN WHILE ANY VEHICLE IS IN THE QUEUE
11	WROUGHT IRON MOTORIZED GATES WITH KNOX BOX SWITCHES PER LOCAL FIRE DEPARTMENT REQUIREMENTS
12	NO PARKING SIGN SHALL BE POSTED IN TURNAROUND AREA OR RED CURB STATING FIRE LANE PER CITY BEAUMONT FIRE DEPT.
13	ACCESSIBLE SITE ENTRY SIGN PER CBC 2019
14	ACCESSIBLE PATH OF TRAVEL 2% MAX CROSS SLOPE WITH 5% SLOPE IN DIRECTION OF TRAVEL PER CBC 2019
15	CURB RAMP w/ DETECTABLE WARNING PER CBC 2019
16	ACCESSIBLE PARKING STALL, SIGNAGE, LOADING AISLE & CURB RAMP
17	MAIL KIOSK SEE ENLARGED PLAN SHEET
18	CONCRETE SIDEWALKS, 4' WIDE MIN. 7' WIDE WHERE ADJACENT TO PARKING
19	6" CONCRETE CURB
20	PRE-ENGINEERED CARPORT WITH METAL ROOF, COLORS TO MATCH DWELLING UNITS (SEPARATE SUBMITTAL) SEE ELEVATIONS FOR VERTICAL CLEARANCE AND ADA STALLS
21	CATCH BASIN AREA SEE CIVIL DRAWINGS
22	44 FOOT OUTSIDE AND 24 FOOT INSIDE TURNING RADIUS FOR FIRE AND EMERGENCY TRUCK ACCESS
23	TRASH ENCLOSURE WITH METAL ROOF, CMU BLOCK WALL COLOR TO MATCH BUILDINGS, SEE ELEVATIONS
24	ASPHALT (A/C) PAVING SEE CIVIL DRAWINGS
25	STANDARD PARKING STALLS 9'x18' WITH 1 FOOT OVERHANG AND COMPACT STALL AT 8'-6"x16' STRIP PER CITY STD.
26	6' HIGH WROUGHT IRON FENCE AT POOL AREA
27	3' WIDE WROUGHT IRON GATE AT POOL AREA WITH PANIC HARDWARE SEE DOOR SCHEDULE
28	POOL UNDER SEPARATE SUBMITTAL THIS INCLUDES WALKS AND FENCED AREA, SHOWN ONLY FOR REFERENCE
29	POOL EQUIPMENT SERVICE YARD, CMU BLOCK WALL w/ STUCCO FINISH TO MATCH BLDG & SINGLE SLOPE ROOF, SEE ELEV.
30	PROVIDE SHORT TERM BICYCLE PARKING 3-LOOP WAVE STYLE BIKE RACK (5 BIKE CAPACITY) "ULINE" MANUFACTURE OR EQUAL
31	WROUGHT IRON MOTORIZED GATES FOR FIRE / EMERGENCY ACCESS ONLY w/ KNOX BOX SWITCHES PER LOCAL FIRE DEPARTMENT
32	6' HIGH CMU BLOCK WALL
33	FIRE HYDRANT SEE CIVIL
34	PER CALGREEN RESIDENTIAL SECT. 4106.4.2 REQUIRES 10% OF RESIDENTIAL PARKING SHALL BE DESIGNATED AS FUTURE EVSE. ALL NECESSARY UNDERGROUND CONDUIT, ELECT PANEL & LABELING OF PANELS SHALL BE INSTALLED
35	NEW RESIDENTIAL DRIVEWAY PER RIV CO. STD. 207 SEE CIVIL DWGS
36	ALL MULTI-FAMILY DWELLINGS SHALL DISPLAY STREET NUMBERS IN A PROMINENT LOCATION ON THE STREET SIDE OF THE RESIDENCE IN SUCH A POSITION THAT THE NUMBERS ARE EASILY VISIBLE. THE NUMBERS SHALL BE NO LESS THAN 12 INCHES IN HEIGHT AND SHALL CONTRAST WITH BACKGROUND
37	ALL COMMERCIAL BLDGS SHALL DISPLAY STREET NUMBERS IN A PROMINENT LOCATION ON THE STREET SIDE AND REAR ACCESS LOCATIONS. THE NUMBERS SHALL BE NO LESS THAN 12 INCHES IN HEIGHT AND 6 INCHES IN HEIGHT FOR SUITE IDENTIFICATION ON CONTRASTING BACKGROUND. THESE NUMBERS SHALL CONTRAST w/ BACKGROUND
38	DRIVEWAY ACCESS TO CATCH BASIN SEE CIVIL DWGS

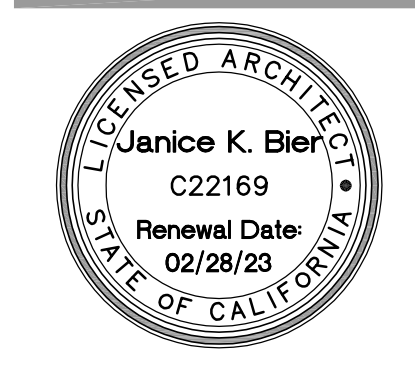


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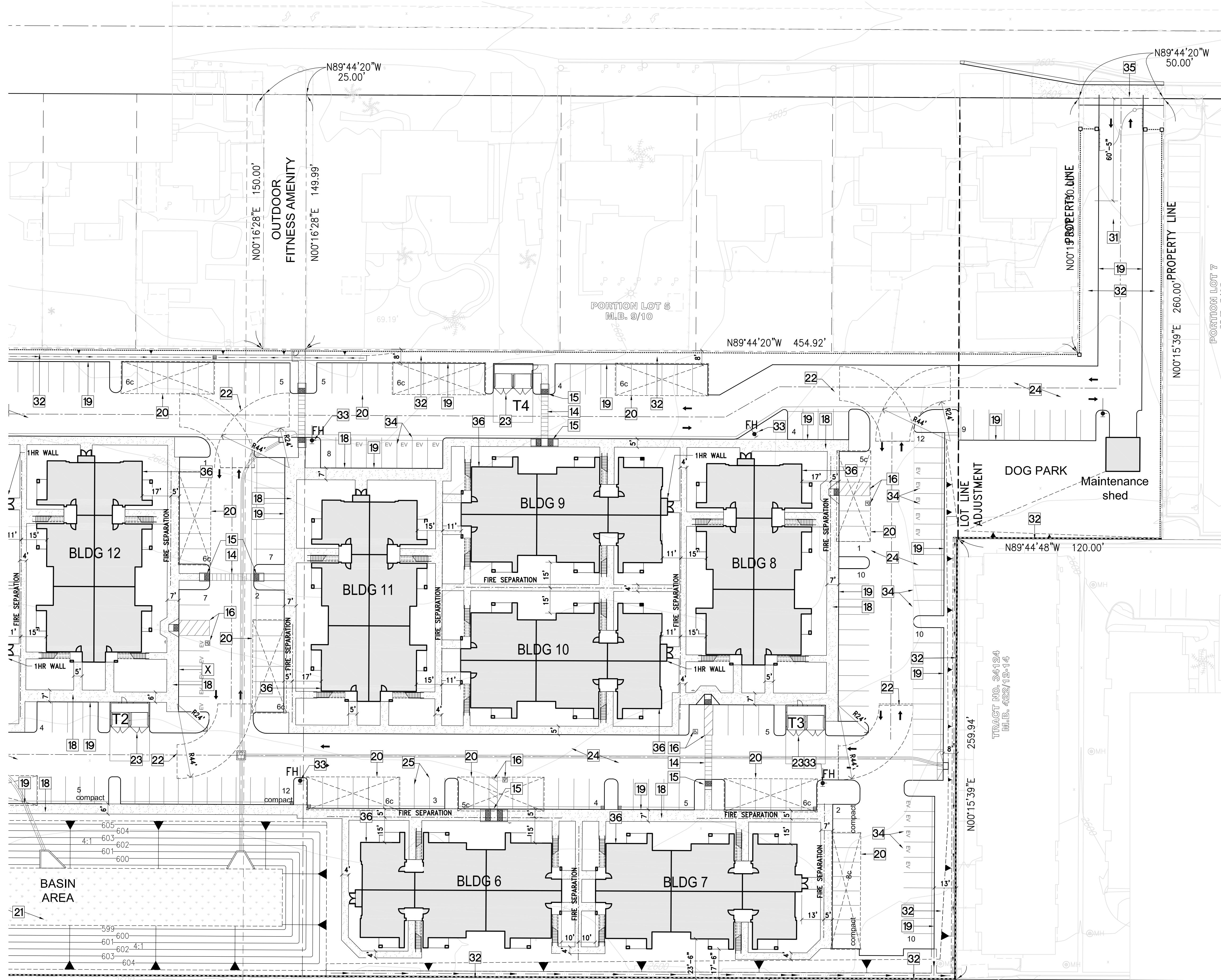
Date: 05.31.22
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Project # 20024

Annotated Site Plan

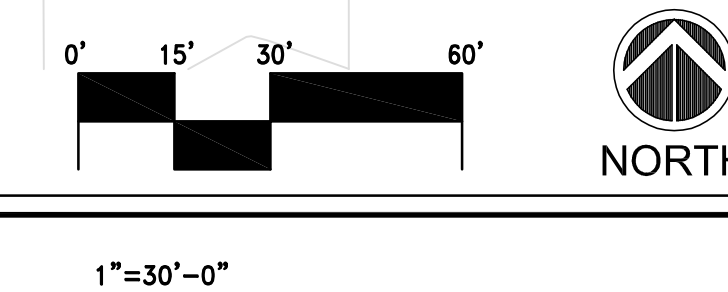
Revisions
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ANNOTATED SITE PLAN



KEYNOTES	
No.	Description
1	EXISTING CURB, GUTTER
2	CURB, GUTTER AND SIDEWALK PER CITY OF BEAUMONT STANDARDS SEE CIVIL DRAWINGS
3	CONSTRUCT DRIVEWAY APPROACH PER CITY STD.
4	EXISTING OVERHEAD ELECTRICAL
5	6" HIGH WROUGHT IRON FENCE W/ 24" SQ. DECORATIVE PILASTERS EVERY +/-30' o.c.
6	MONUMENT SIGN SHOWN FOR REFERENCE ONLY - SIGNAGE UNDER SEPARATE PERMITS
7	DIRECTORY & KEYPAD ENTRY BY OTHERS, GC TO PROVIDE POWER AS NEEDED, COORDINATE WITH VENDOR
8	LANDSCAPE PLANTER AREA
9	3' WIDE PEDESTRIAN GATE WITH ACCESS KEY PAD AND LEVER HARDWARE. ALSO POST DIAGRAM OF COMPLEX SHOWING LOCATION OF VIEWER AND THE BUILDING DESIGNATIONS.
10	PRESENCE LOOP DETECTORS WITHIN 1 OR 2 FEET OF THE GATES THAT ENSURES THAT THE GATES REMAIN OPEN WHILE ANY VEHICLE IS IN THE QUEUE
11	WROUGHT IRON MOTORIZED GATES WITH KNOX BOX SWITCHES PER LOCAL FIRE DEPARTMENT REQUIREMENTS
12	NO PARKING SIGN SHALL BE POSTED IN TURNAROUND AREA OR RED CURB STATING FIRE LANE PER CITY BEAUMONT FIRE DEPT.
13	ACCESSIBLE SITE ENTRY SIGN PER CBC 2019
14	ACCESSIBLE PATH OF TRAVEL 2% MAX CROSS SLOPE WITH 5% SLOPE IN DIRECTION OF TRAVEL PER CBC 2019
15	CURB RAMP w/ DETECTABLE WARNING PER CBC 2019
16	ACCESSIBLE PARKING STALL, SIGNAGE, LOADING AISLE & CURB RAMP
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38	DRIVEWAY ACCESS TO CATCH BASIN SEE CIVIL DWGS

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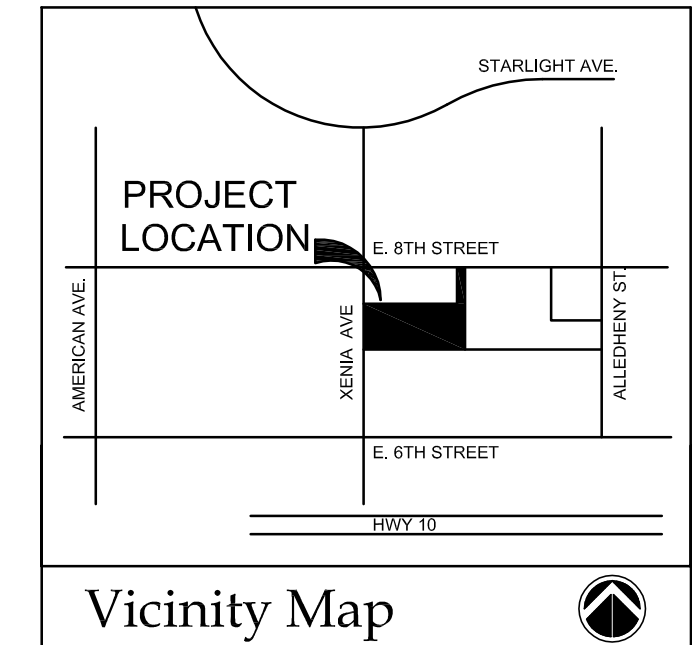


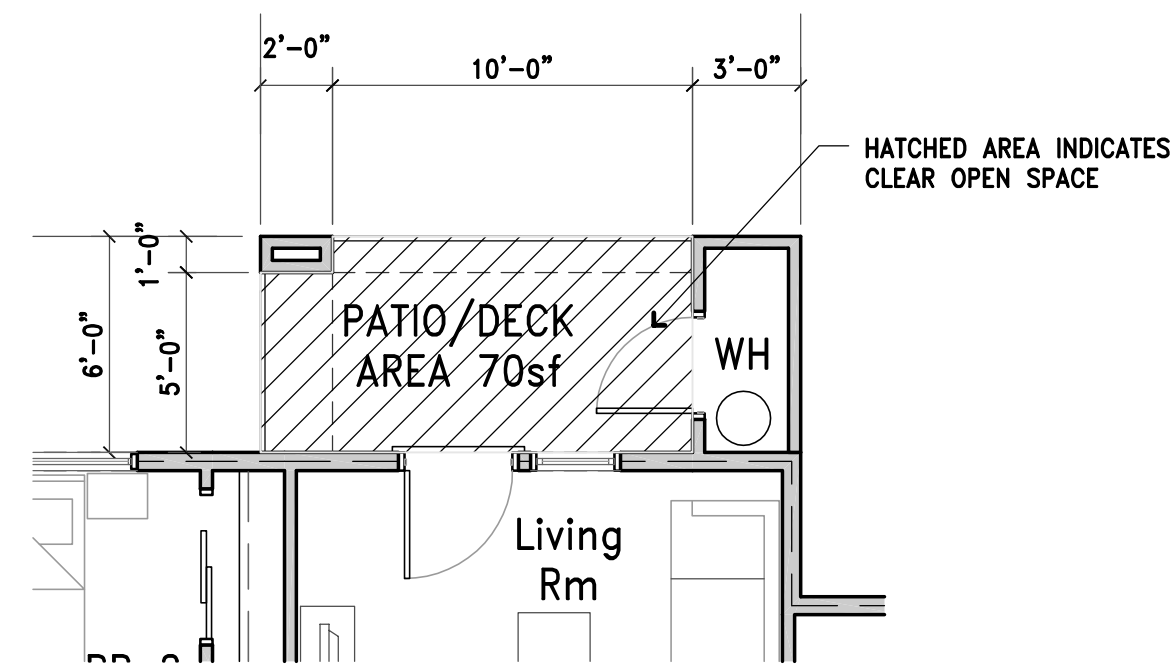
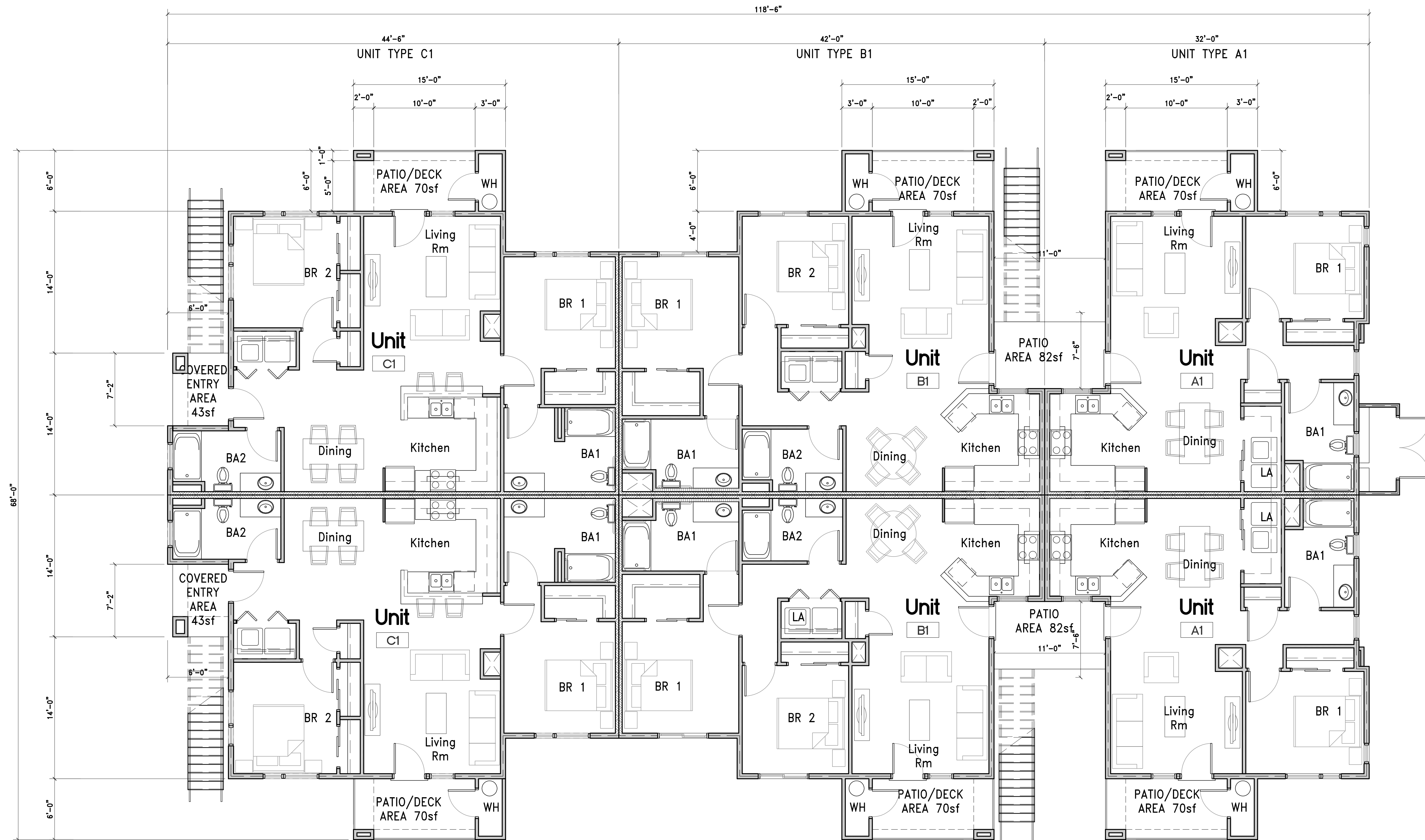
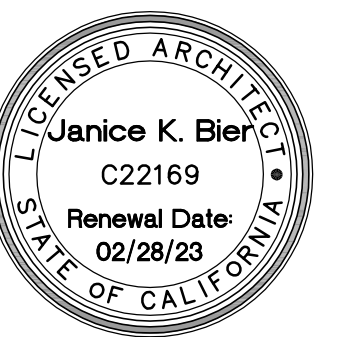
Date: 05.31.22
 Drawn By: Susan Jones
 Project # 20024

Annotated Site Plan

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OPEN SPACE REQUIREMENTS
OPEN SPACE USEABLE AREA MIN 5' CLEAR
PATIO/DECK CLEAR AREA = 70sf x 1.25 = 87.5sf
87.5sf X 192 D.U. = 16,800 sf

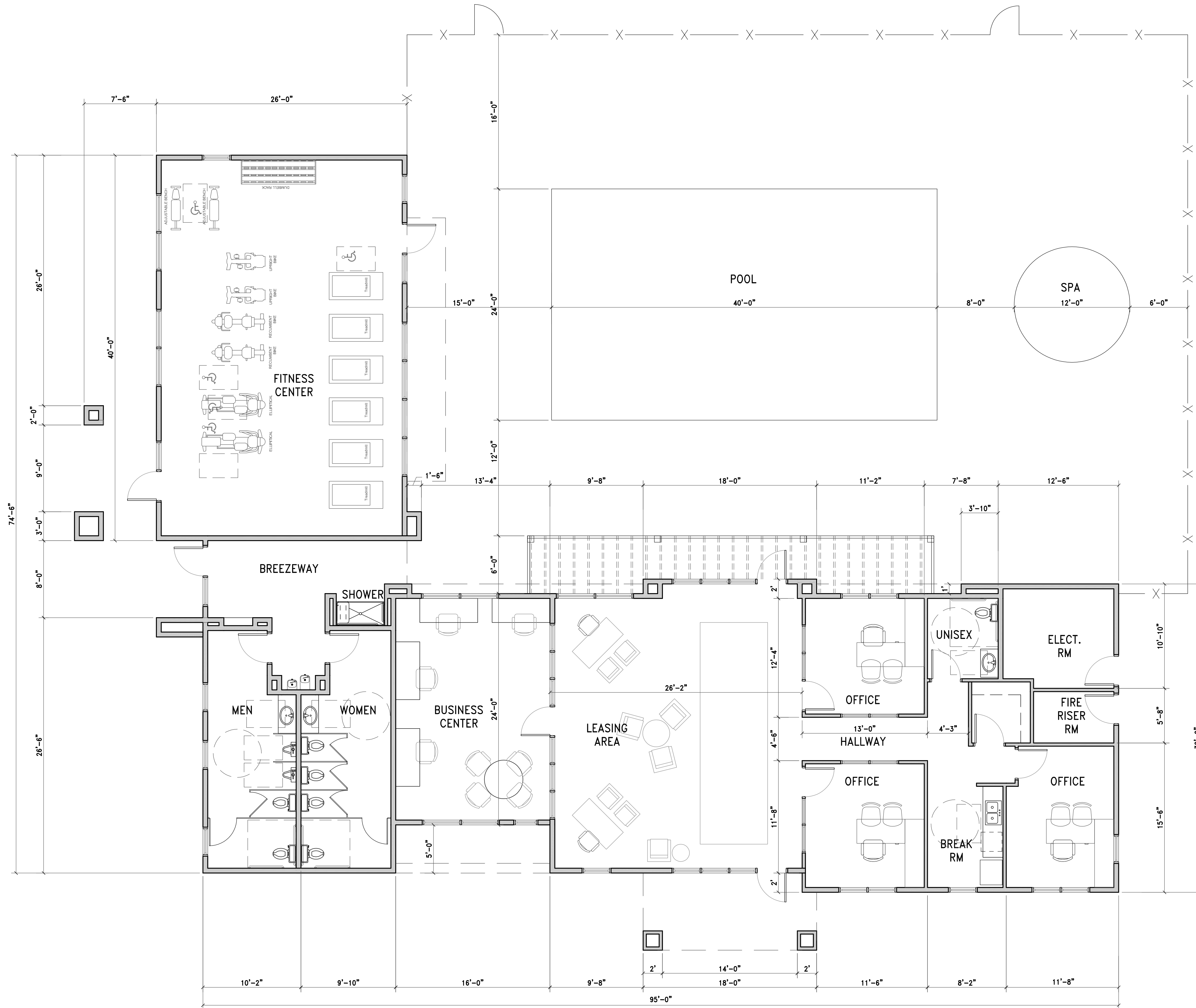
BUILDING TYPE I - 1ST FLOOR PLAN

2nd FLOOR SIMILAR

3/16"=1'-0"

BUILDING AREA TYPE I - 2 STORY (12 DWELLING UNITS)															
FIRST FLOOR AREAS (HABITABLE SPACE)						SECOND FLOOR AREAS (HABITABLE SPACE)									
UNIT TYPE	DESCRIPTION	LIVING AREA	QTY. DU	DU x SUB TOTAL		UNIT TYPE	DESCRIPTION	LIVING AREA	QTY. DU	DU x SUB TOTAL					
UNIT A1	1BR/1BA	774 sf	2	1,548 sf		UNIT A1	1BR/1BA	774 sf	2	1,548 sf					
UNIT B1	2BR/2BA	1042 sf	2	2,084 sf		UNIT B1	2BR/2BA	1042 sf	2	2,084 sf					
UNIT C1	2BR/2BA	1074 sf	2	2,148 sf		UNIT C1	2BR/2BA	1074 sf	2	2,148 sf					
TOTAL 1st FLOOR HABITABLE BUILDING AREAS			6	5,780 sf		TOTAL 2ND FLOOR HABITABLE BUILDING AREAS			6	5,780 sf					
AUXILIARY AREA (NON CONDITIONED SPACE)						AUXILIARY AREA (NON CONDITIONED SPACE)									
UNIT TYPE	DESCRIPTION	PATIO-BALCONY	COVERED ENTRY	WH	SUB TOTAL	QTY. DU	DU x SUB TOTAL	UNIT TYPE	DESCRIPTION	PATIO-BALCONY	COVERED ENTRY	WH	SUB TOTAL	QTY. DU	DU x SUB TOTAL
UNIT A1	1BR/1BA	72 sf	41 sf	18 sf	131 sf	2	262 sf	UNIT A1	1BR/1BA	72 sf	41 sf	18 sf	131 sf	2	262 sf
UNIT B1	2BR/2BA	72 sf	41 sf	18 sf	131 sf	2	262 sf	UNIT B1	2BR/2BA	72 sf	41 sf	18 sf	131 sf	2	262 sf
UNIT C1	2BR/2BA	72 sf	41 sf	18 sf	131 sf	2	262 sf	UNIT C1	2BR/2BA	72 sf	41 sf	18 sf	131 sf	2	262 sf
TOTAL 1st FLOOR AUXILIARY AREA (NON CONDITIONED SPACE)			6	786 sf		TOTAL 2ND FLOOR AUXILIARY AREA (NON CONDITIONED SPACE)			6	786 sf					
TOTAL 1st FLOOR HABITABLE & NON CONDITIONED BUILDING AREAS				6,566 sf		TOTAL 2ND FLOOR HABITABLE & NON CONDITIONED BUILDING AREAS				6,566 sf		TOTAL BUILDING AREA (HABITABLE SPACE)		12	11,560 sf
												TOTAL BUILDING HABITABLE AREA & NON CONDITIONED SPACE		13,132 sf	

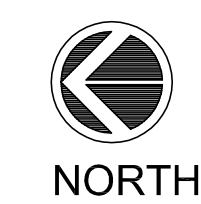
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Community Building Floor Plan

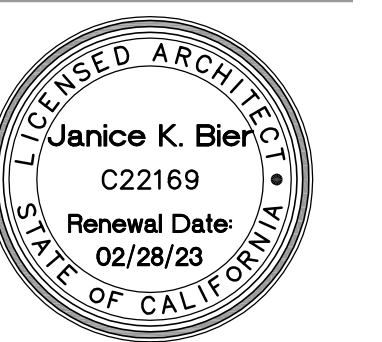
AREA = 3,760sf

3/16"=1'-0"



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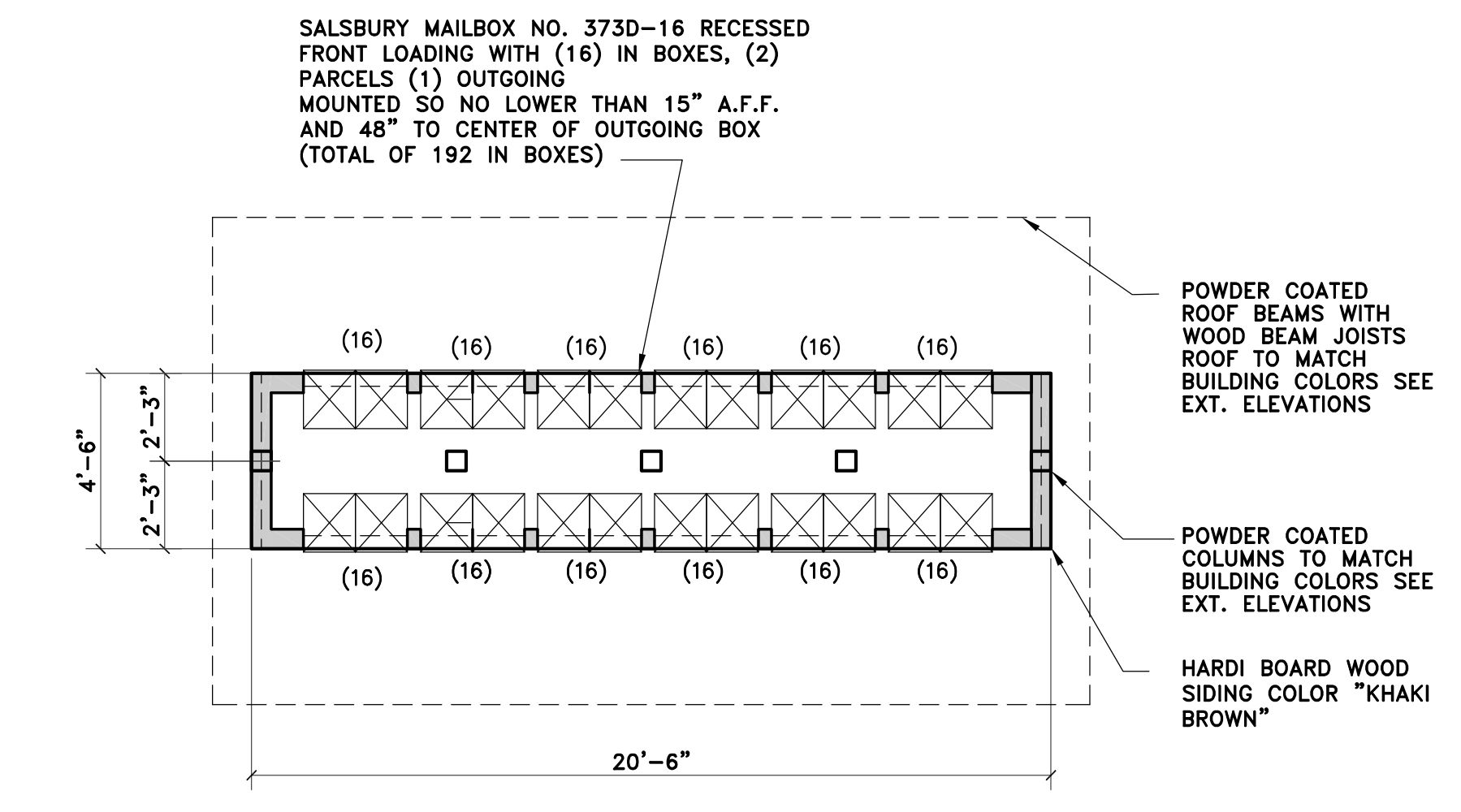
Date: 12.01.21
Drawn By: Susan Jones
Project # 20024

Community Building Floor Plan

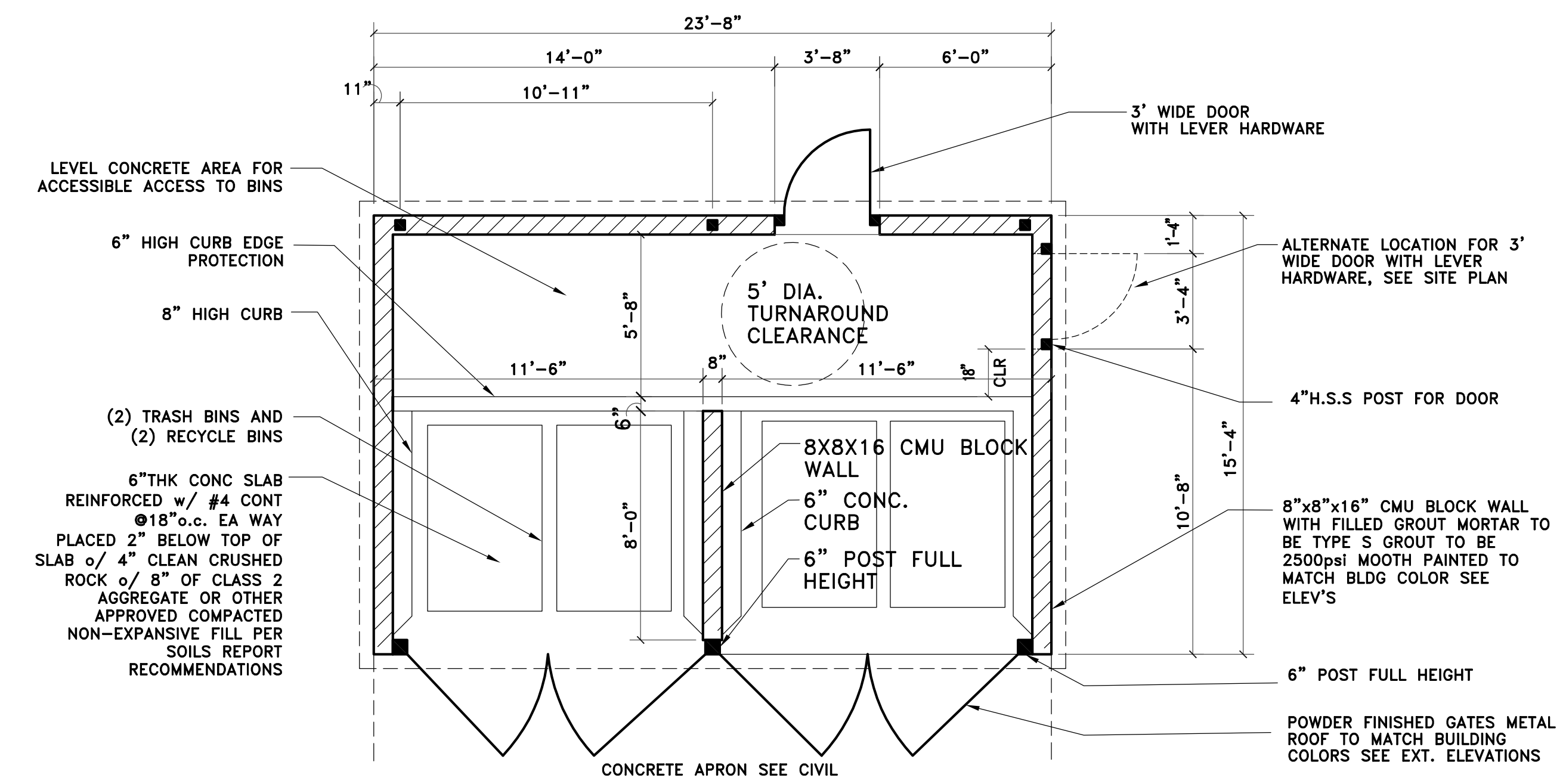
Revisions
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SHEET No.

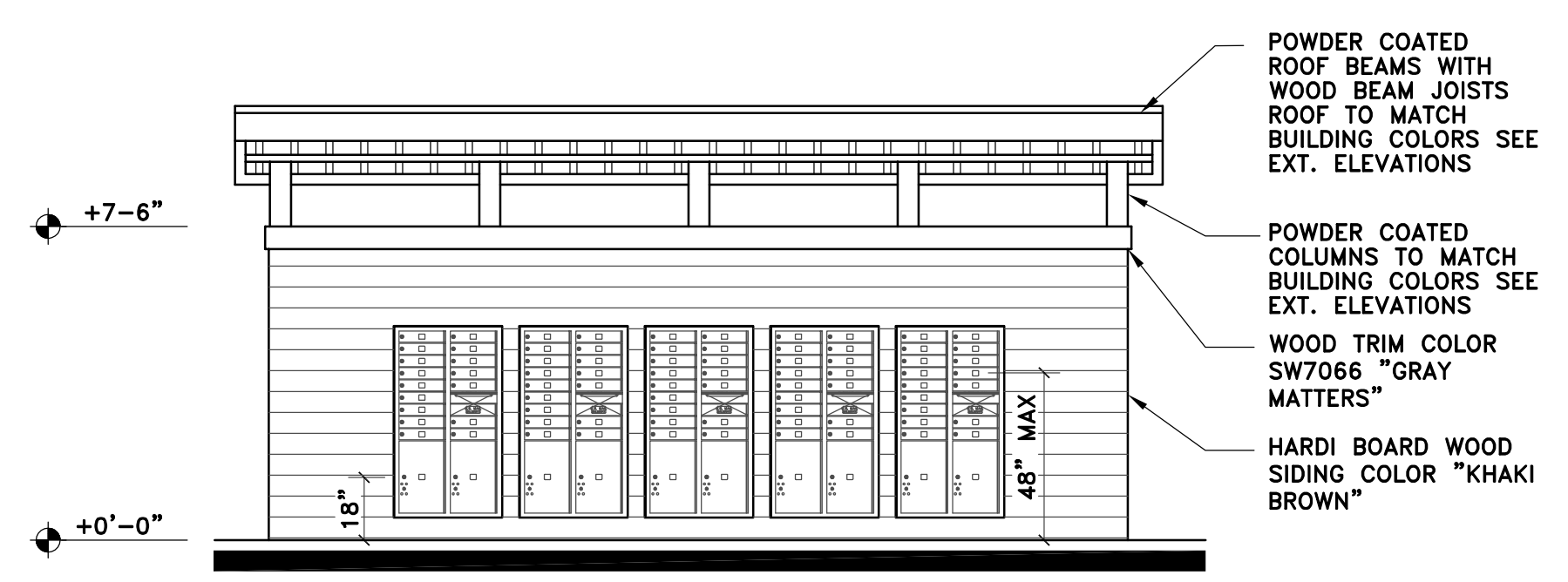
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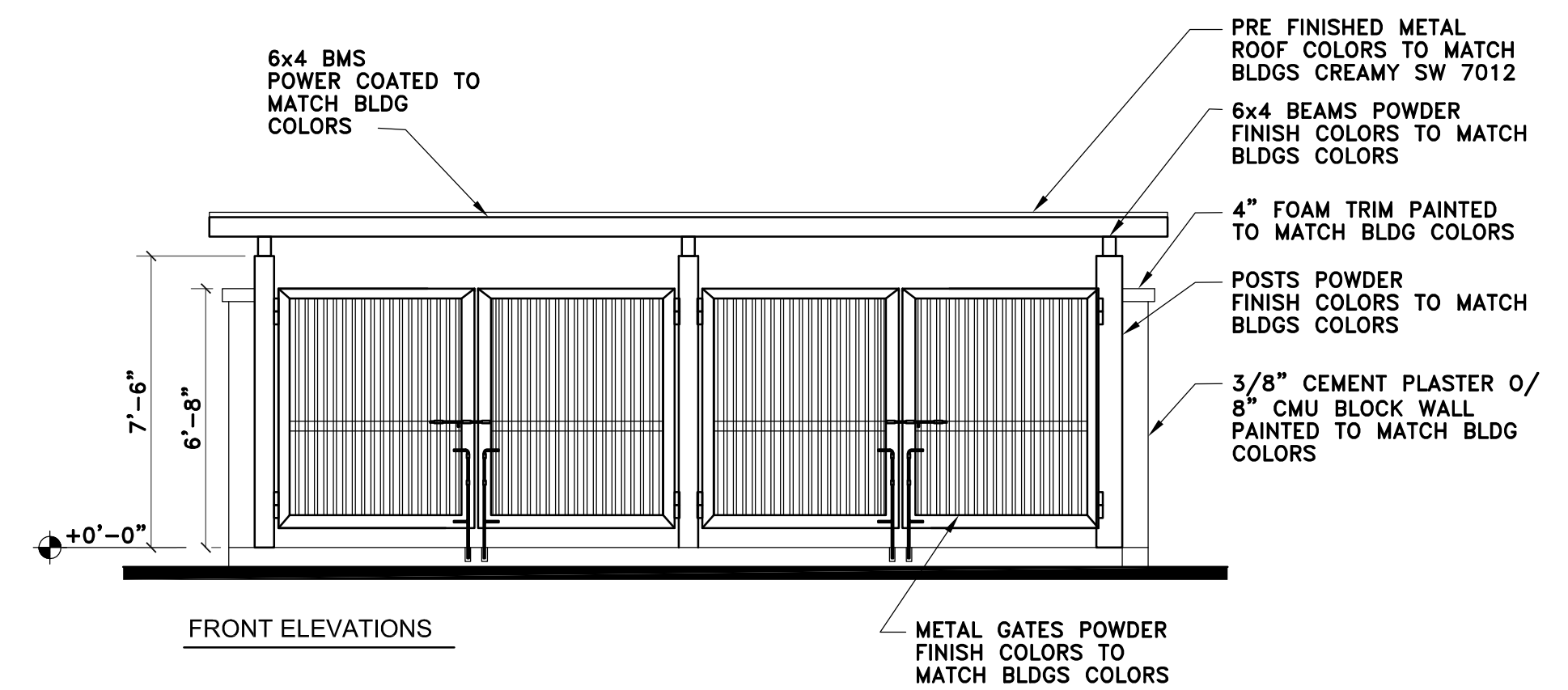
MAIL KIOSK FLOOR PLAN
1/4"=1'-0"



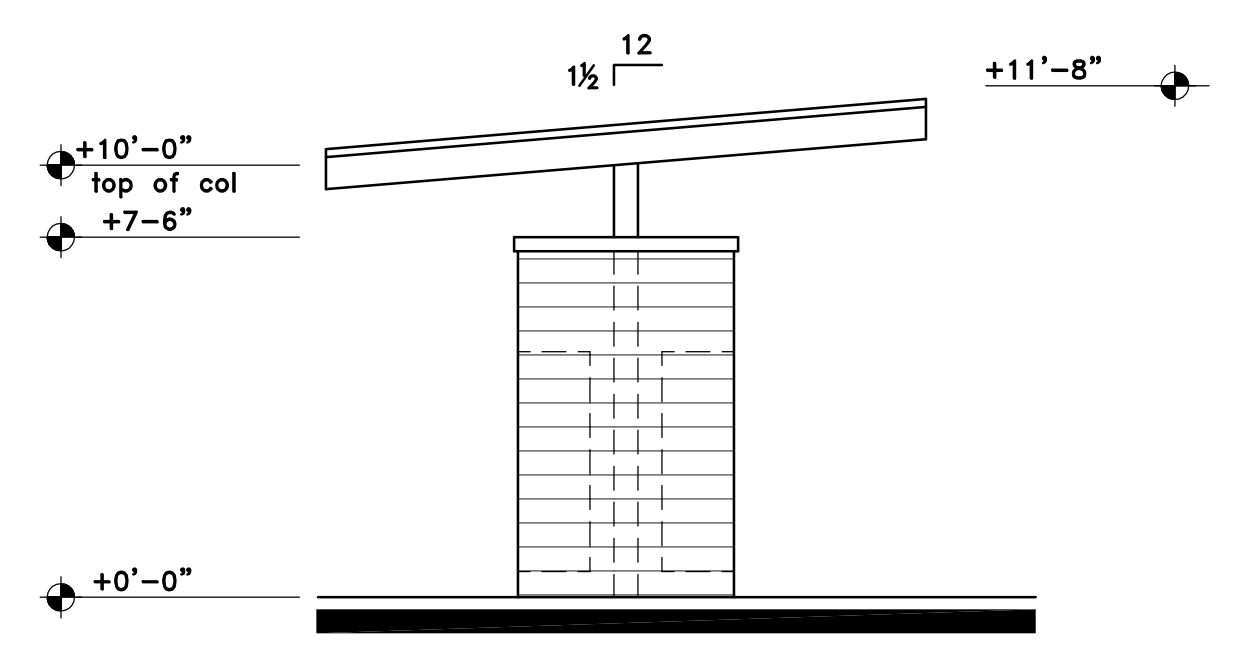
TRASH ENCLOSURE FLOOR PLAN
1/4"=1'-0"



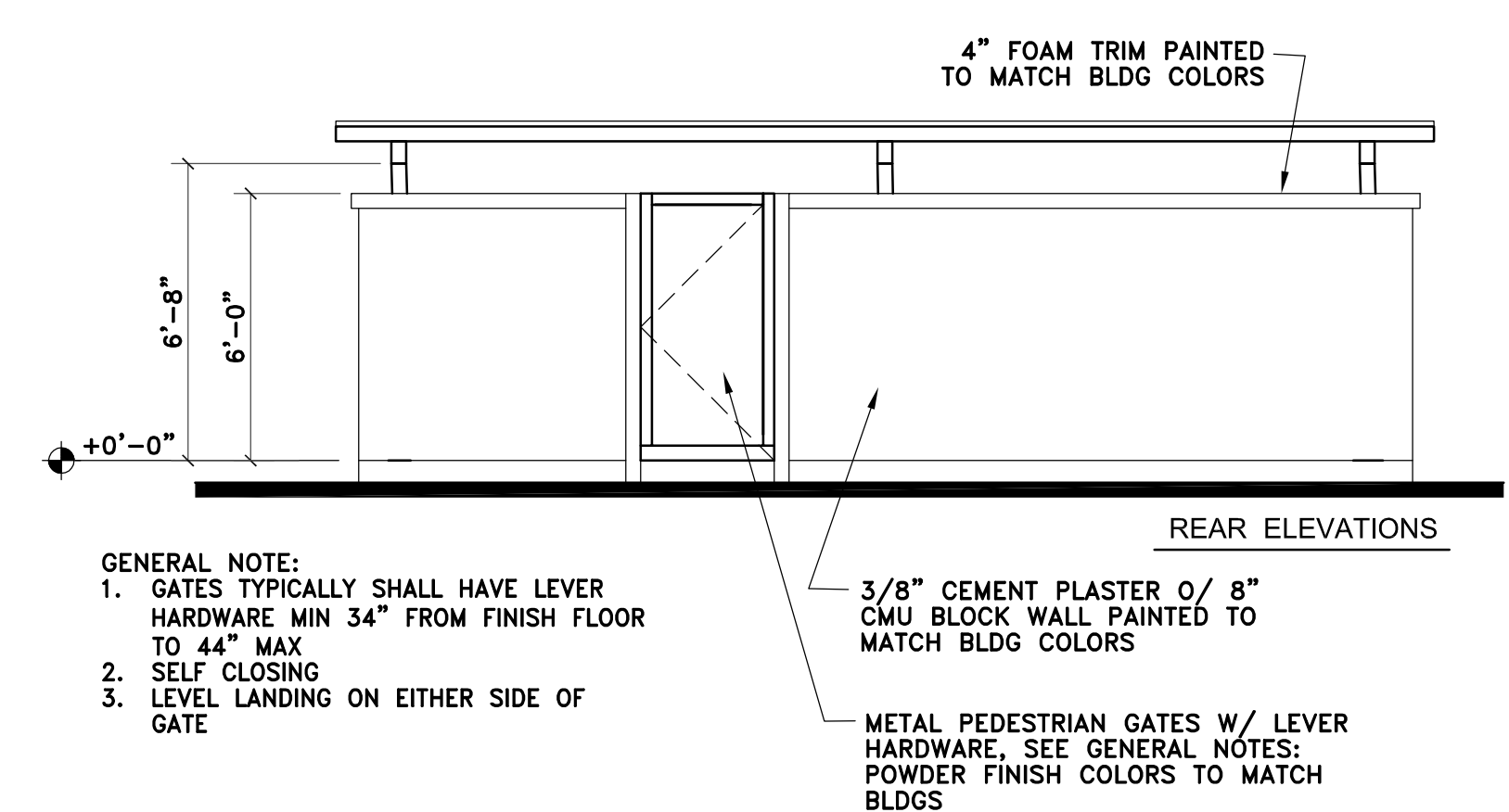
MAIL KIOSK FRONT ELEVATION
1/4"=1'-0"



TRASH ENCLOSURE FRONT ELEVATION
1/4"=1'-0"



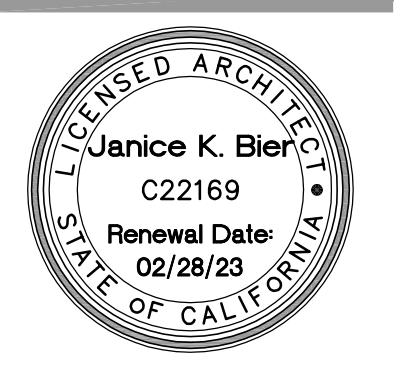
MAIL KIOSK SIDE ELEVATION
1/4"=1'-0"



TRASH ENCLOSURE REAR ELEVATION
1/4"=1'-0"

GENERAL NOTE:
1. GATES TYPICALLY SHALL HAVE LEVER HARDWARE MIN 34" FROM FINISH FLOOR TO 44" MAX
2. SELF CLOSING
3. LEVEL LANDING ON EITHER SIDE OF GATE

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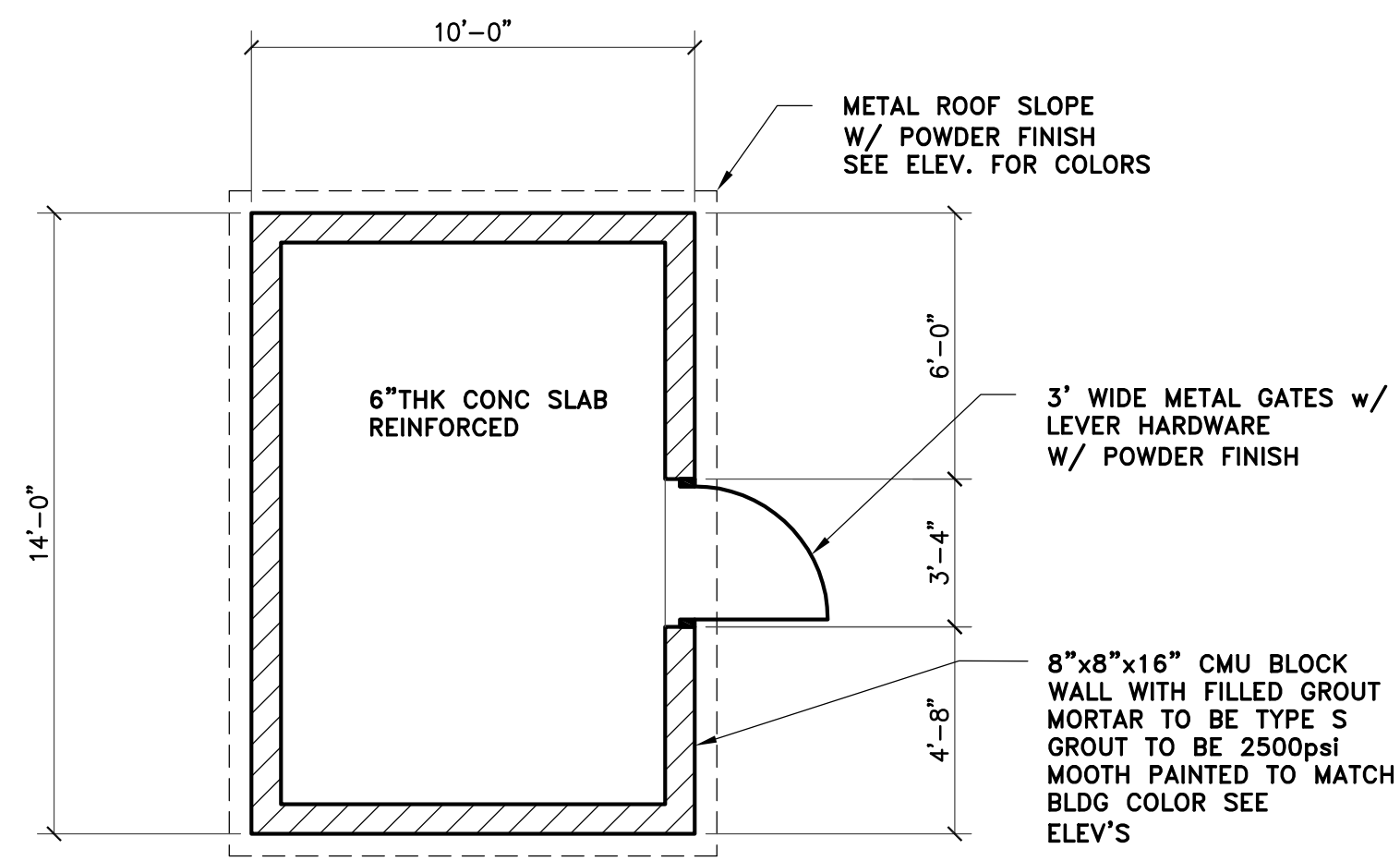


Date: 12.01.21
Drawn By: Susan Jones
Project # 20024

Mail Kiosk &
Trash Enclosures
Plans &
Elevations

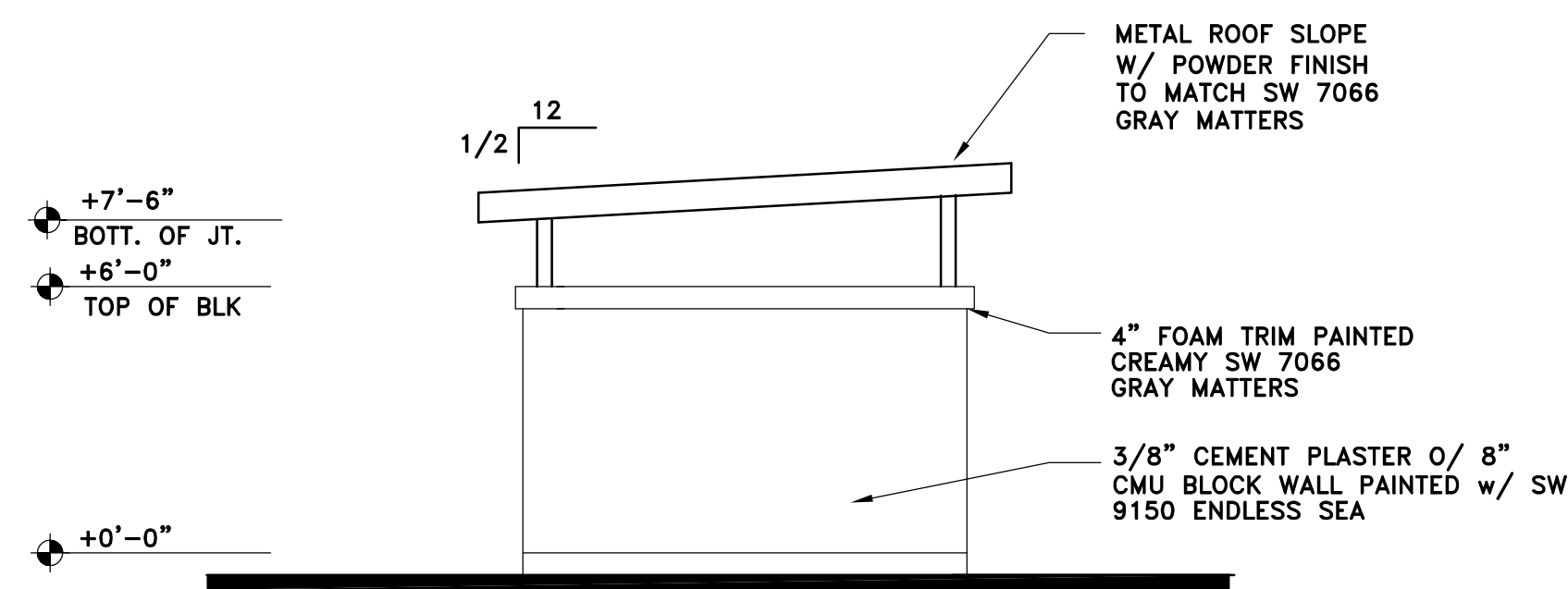
Revisions
X
07/13/2020 FIELD CORRECTION

SHEET No.
A2.1c



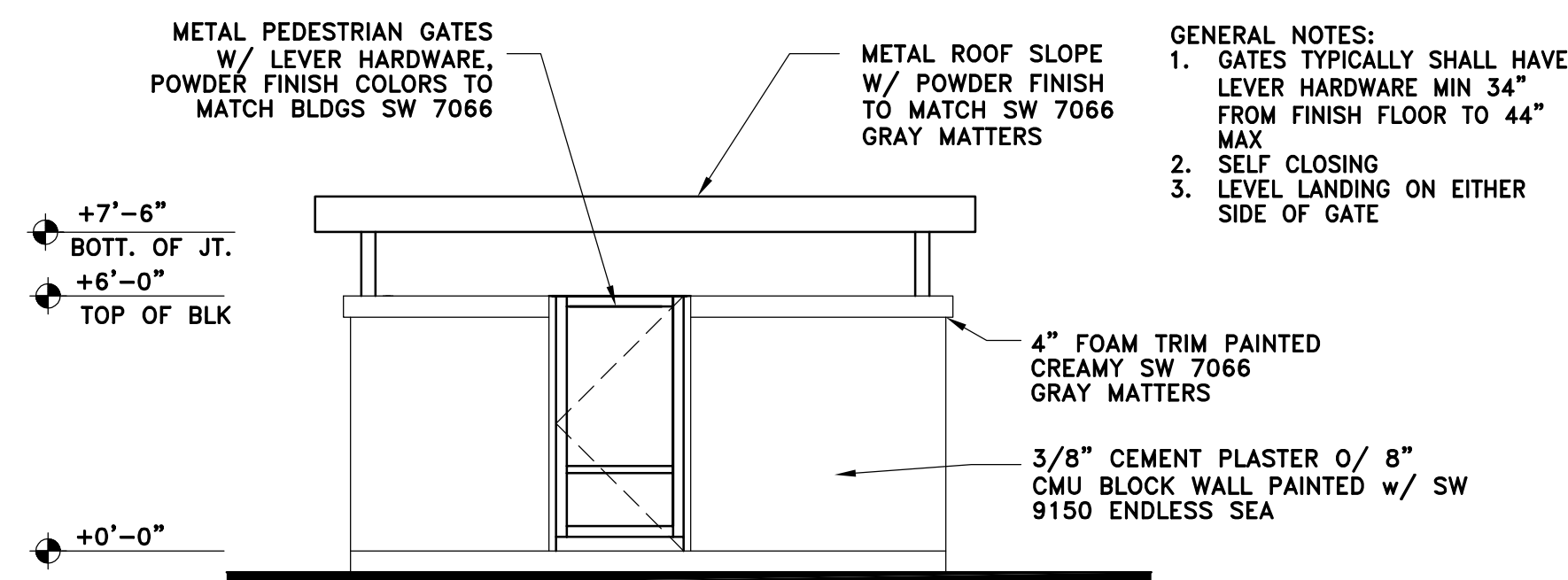
POOL EQUIPMENT FLOOR PLAN

1/4"=1'-0"



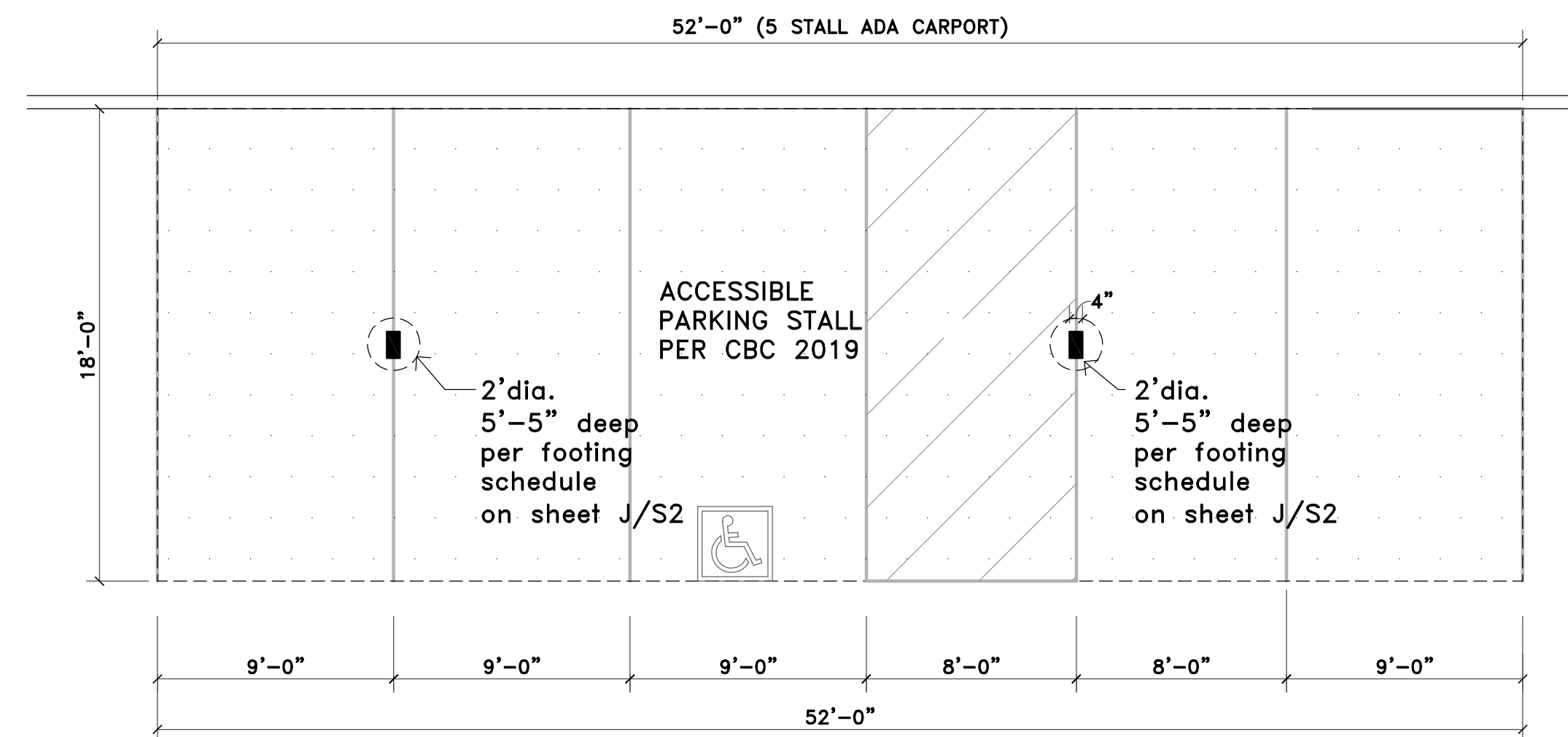
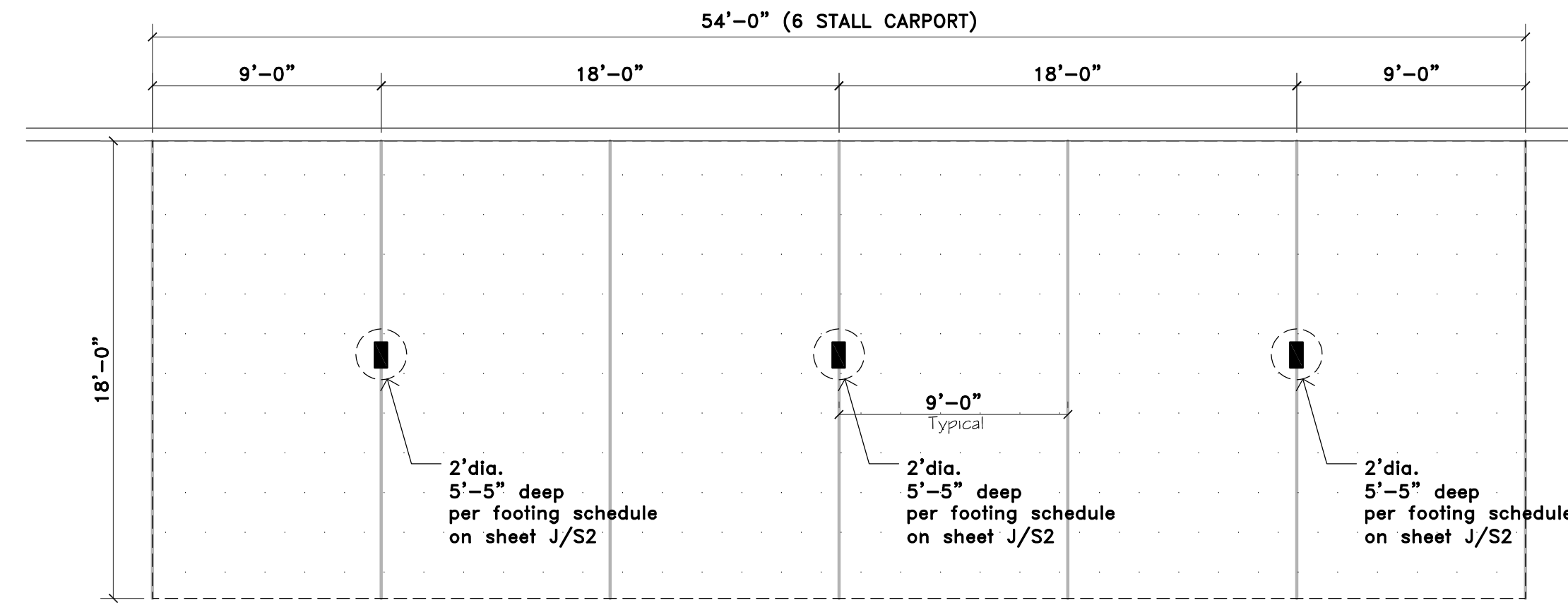
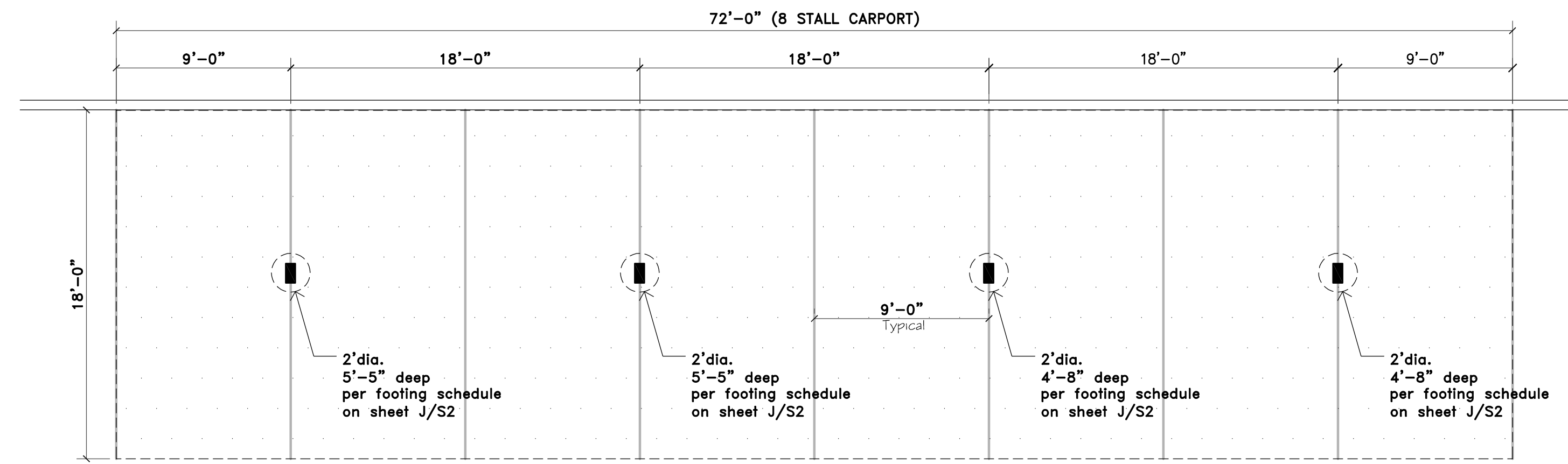
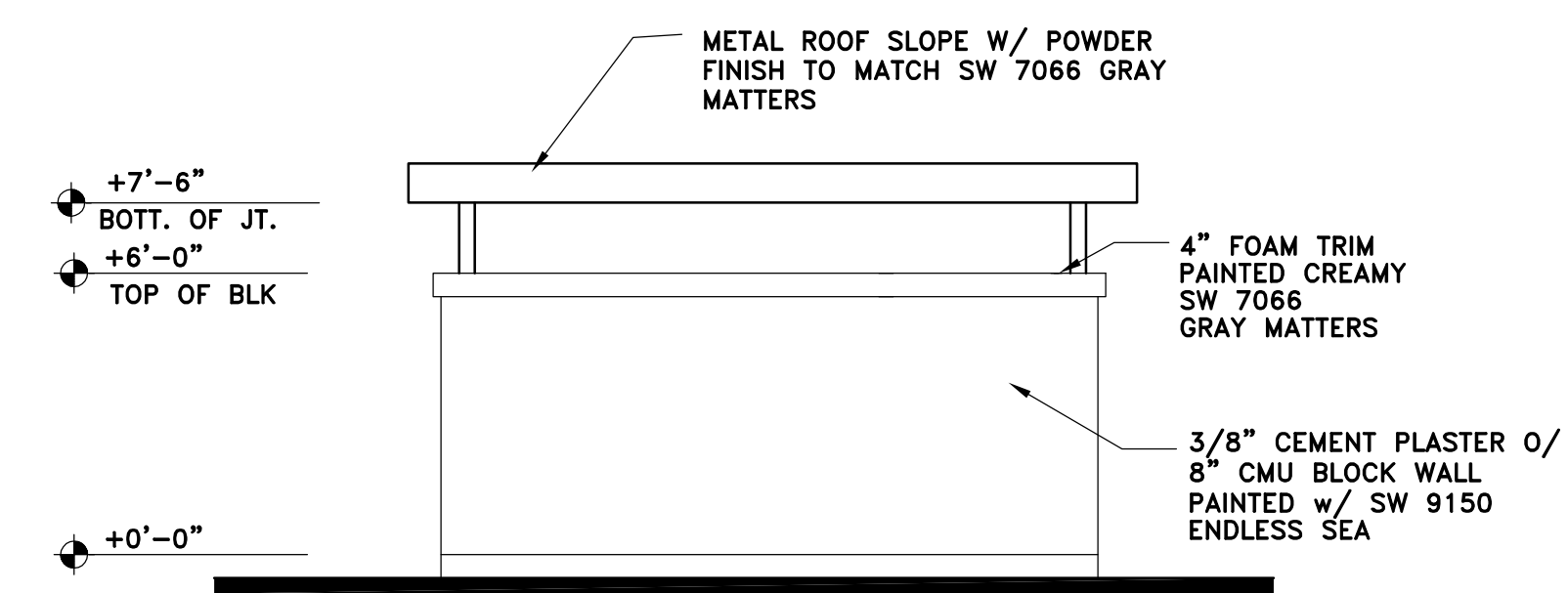
MAIL KIOSK FRONT ELEVATION

1/4"=1'-0"



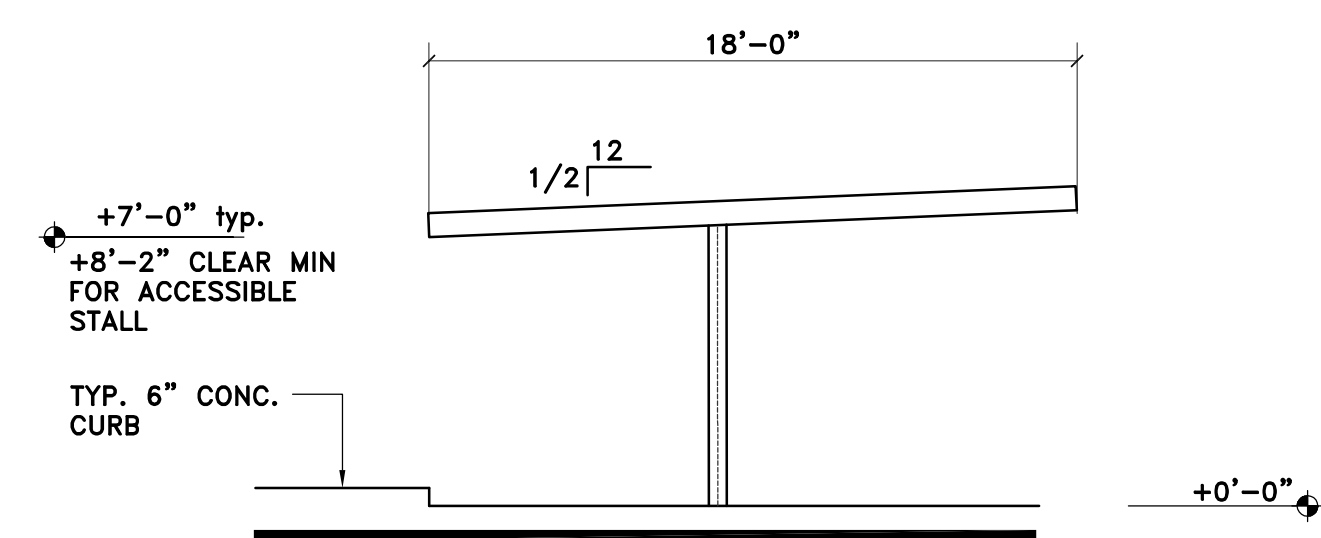
POOL EQUIP REAR ELEVATION

1/4"=1'-0"



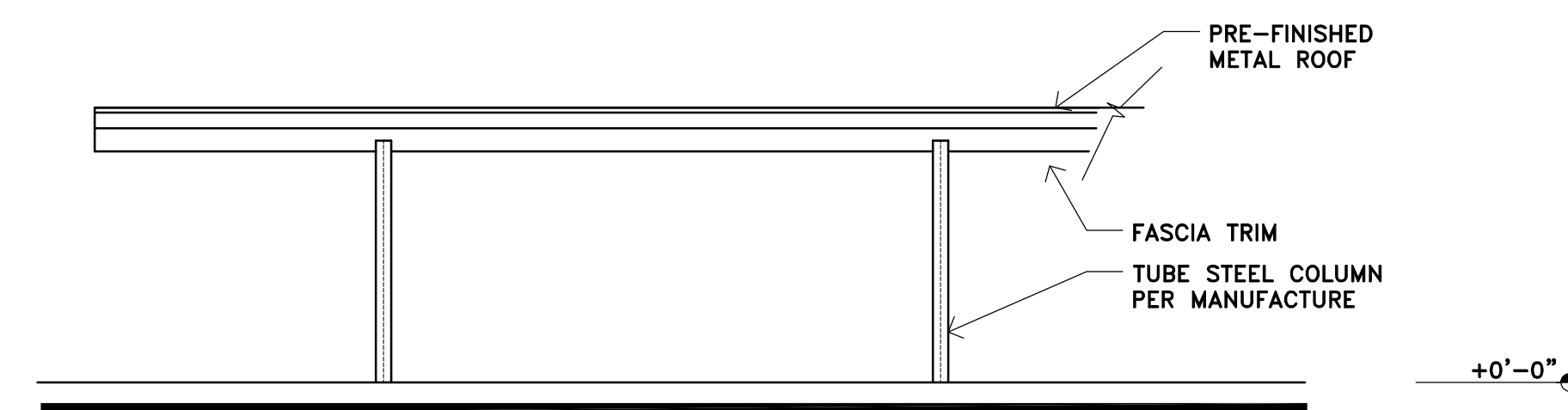
CARPORT FLOOR PLANS

3/16"=1'-0"



CARPORT SIDE ELEVATION

3/16"=1'-0"



CARPORT FRONT ELEVATION

3/16"=1'-0"

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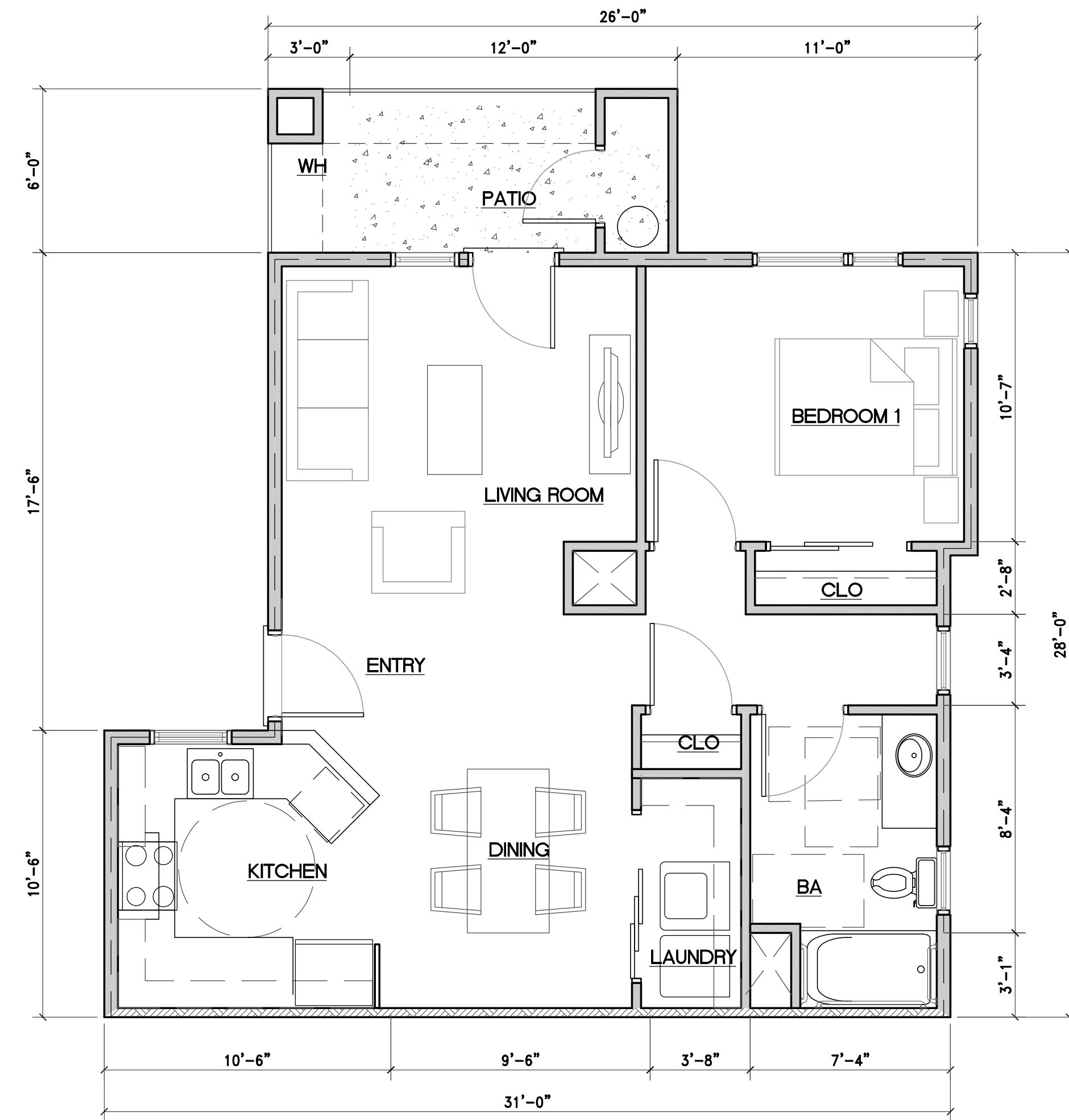


UNIT C1 - 2BR/2BA (UNIT C1 SECOND FLOOR SIMILAR)

BUILDING AREA :

UNIT C1	= 1074 SF
WH	= 18 SF
PATIO	= 72 SF

1/4"=1'-0"

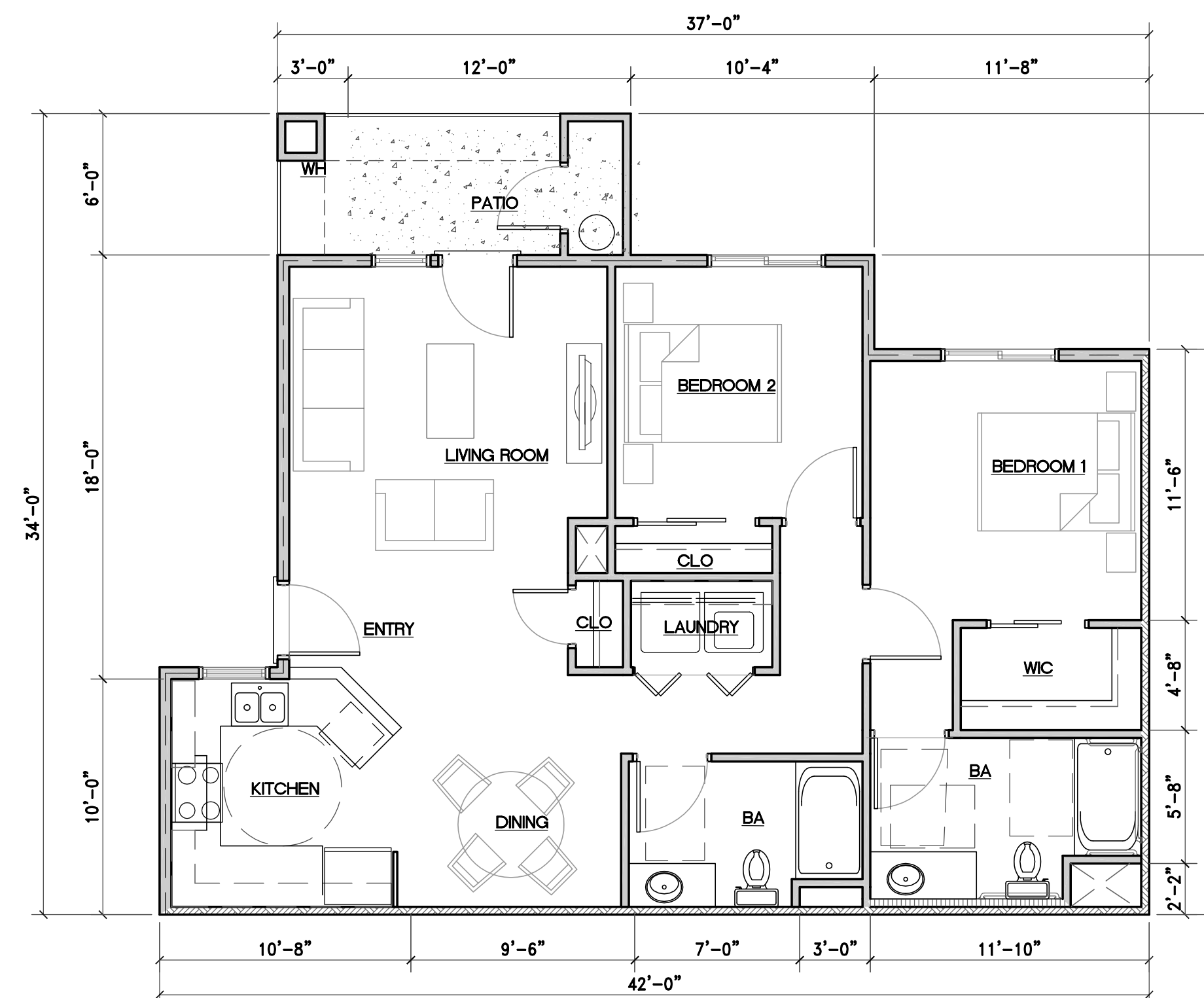


UNIT A1 - 1BR/1BA (UNIT A1 SECOND FLOOR SIMILAR)

BUILDING AREA :

UNIT A1	= 774 SF
WH	= 18 SF
PATIO	= 72 SF

1/4"=1'-0"



UNIT B1 - 2BR/2BA (UNIT B1 SECOND FLOOR SIMILAR)

BUILDING AREA :

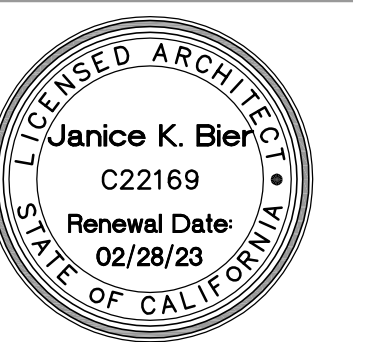
UNIT B1	= 1042 SF
WH	= 18 SF
PATIO	= 72 SF

3/16"=1'-0"



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Project # 20024

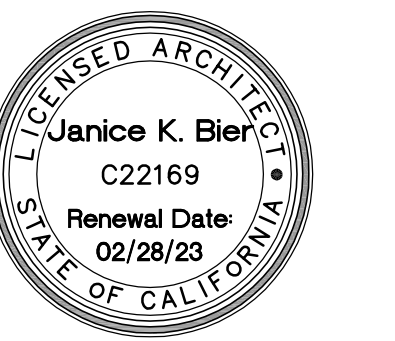
Unit Floor Plans

Revisions
X

SHEET No.

A2.2

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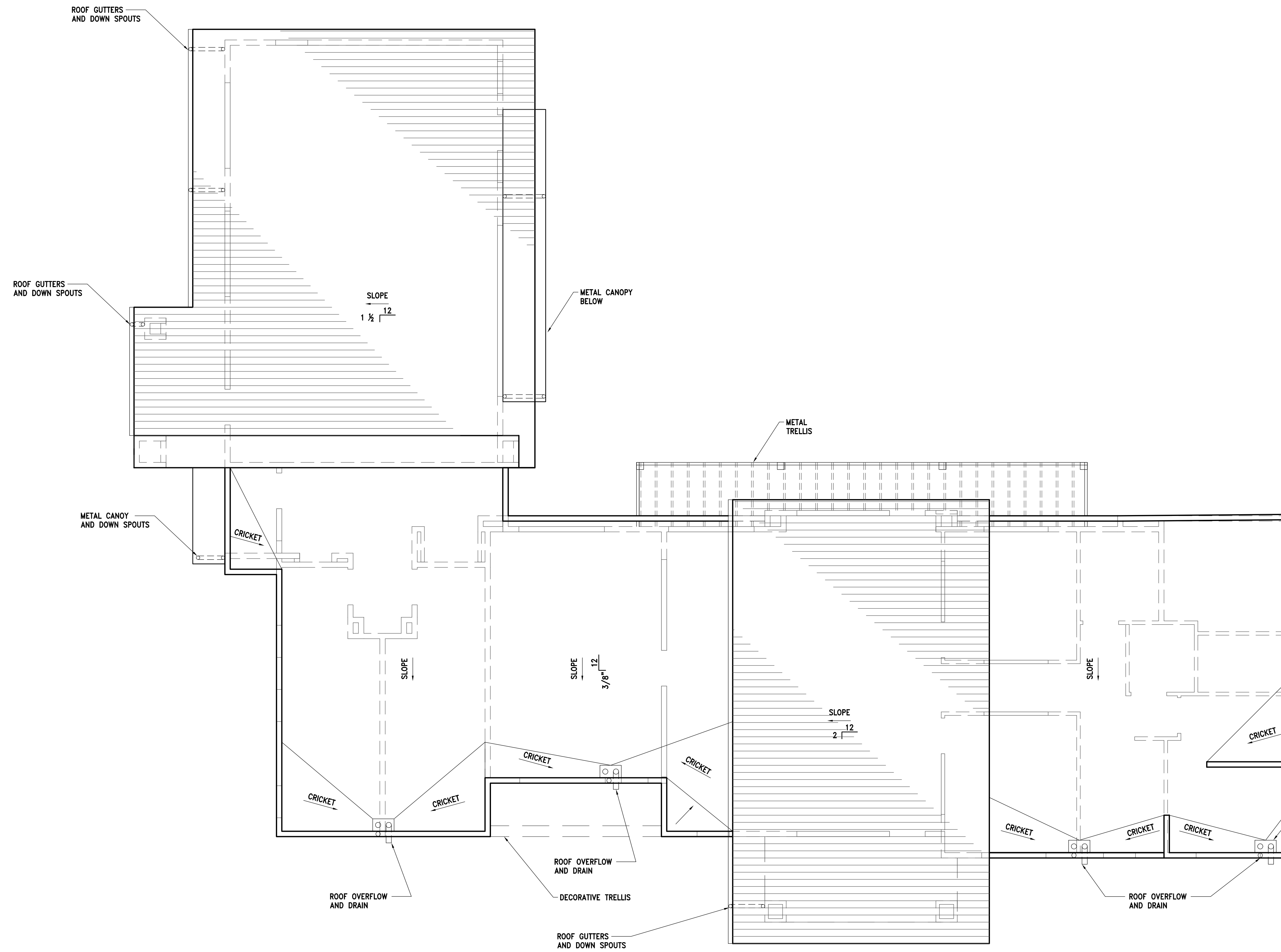
Date: 12.01.21
Drawn By: Susan Jones
Project # 20024

Community
Building
Roof Plan

Revisions
△ x

SHEET No.

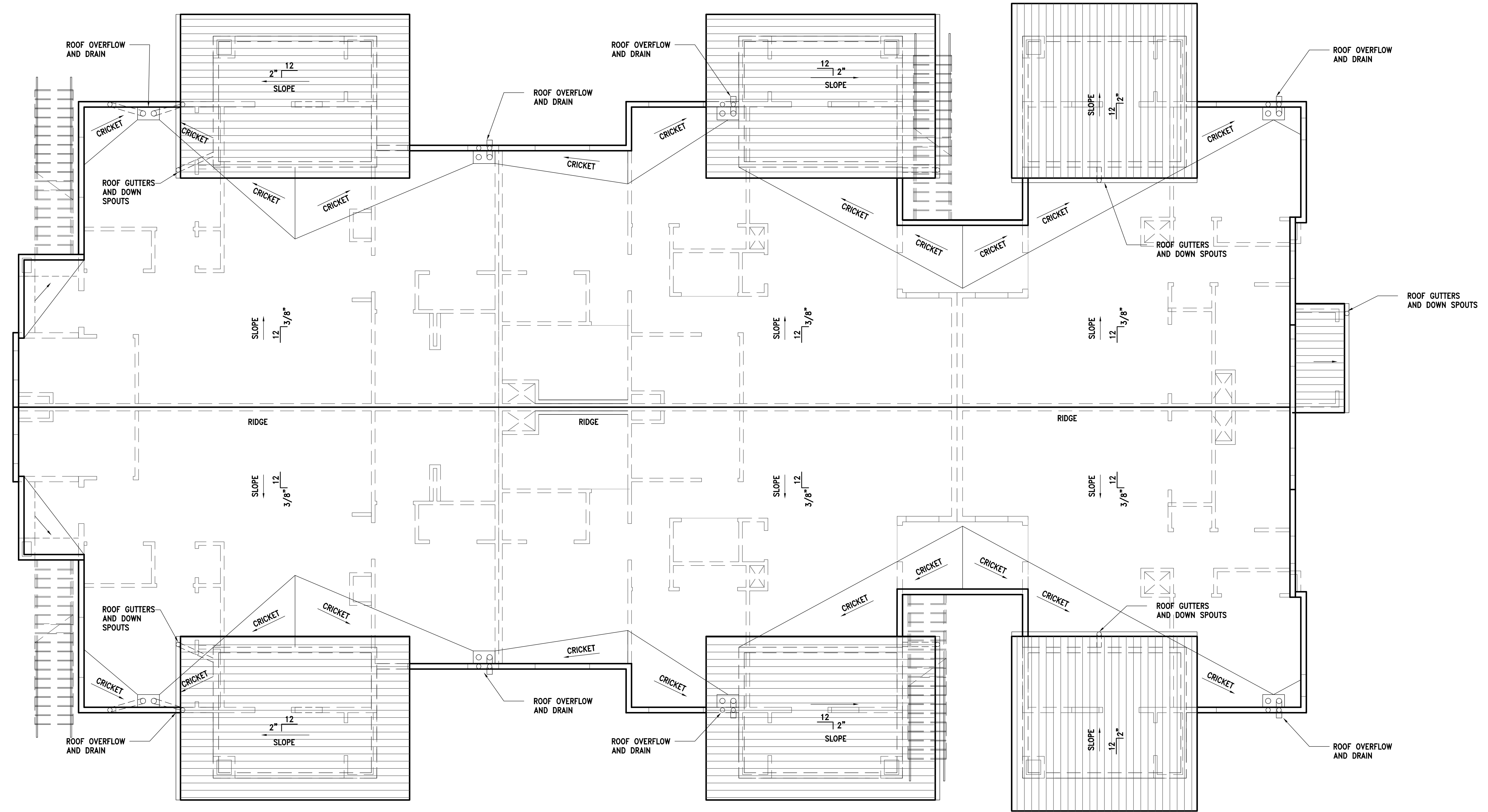
A2.3b



Community Building - Roof Plan

3/16"=1'-0"



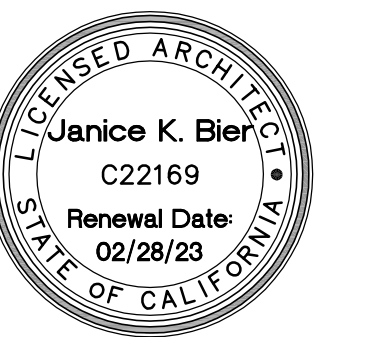


BUILDING TYPE I - ROOF PLAN

3/16"=1'-0"

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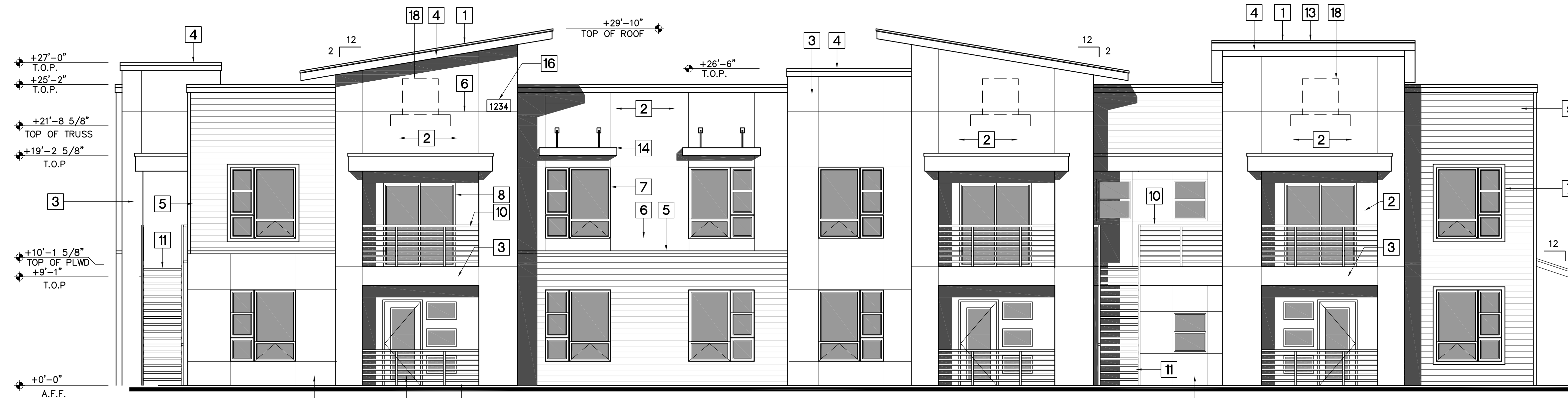
Building
Plan Type I
Roof Plan

Revisions
△ x

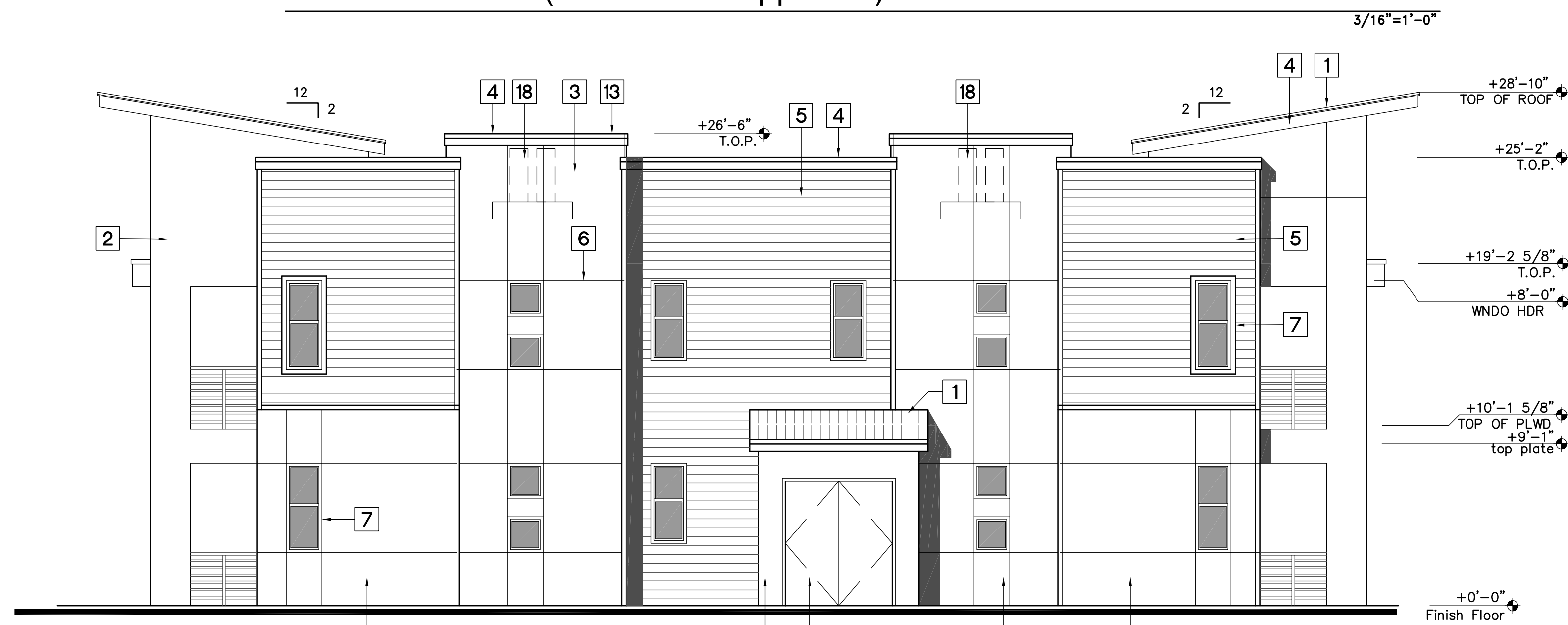
SHEET No.

A2.4a

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Front Elevation - (Rear similar opposite)



Side Elevation



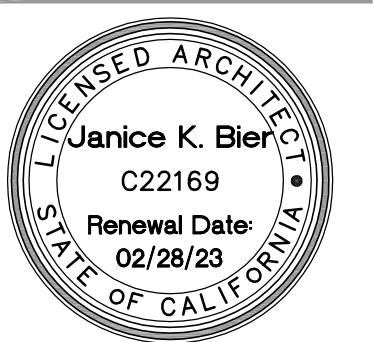
Side Elevation

KEYNOTES	
No.	Description
1	METAL ROOFING - MCELROY METALS OR EQ. CONCEALED FASTENING SYSTEM, 24 GAGE OR APPROVED EQ. - PAINTED SW#7066 "GRAY MATTERS"
2	7/8" CEMENT PLASTER SYSTEM FIELD COLOR PAINTED SW# 7009 "PEARLY WHITE"
3	7/8" CEMENT PLASTER SYSTEM ACCENT COLOR PAINTED SH# 9150 "ENDLESS SEA"
4	FASCIA BOARD PAINTED SW# 7066 "GRAY MATTERS"
5	HARDIE BOARD PLANK SIDING SMOOTH COLOR KAHKI BROWN
6	STUCCO CONTROL JOINT
7	VINYL RESIDENTIAL WINDOW, SEE OPENING SCHEDULE
8	SLIDING GLASS DOOR, SEE OPENING SCHEDULE
9	FRENCH GLASS DOOR, SEE OPENING SCHEDULE
10	WROUGHT IRON HANDRAIL & GUARD RAILING POWDER COATED TO MATCH SW# 7066 "GRAY MATTERS"
11	PRE-FABRICATED CONCRETE STAIRS
12	LIGHT FIXTURE, SEE ELECTRICAL
13	24 GA. METAL COPING PAINTED SW# 7066 "GRAY MATTERS"
14	PRE-MANUFACTURE METAL CANOPY
15	HOLLOW METAL DOOR, SEE OPENING SCHEDULE
16	ALL MULTI-FAMILY DWELLINGS SHALL DISPLAY STREET NUMBERS IN A PROMINENT LOCATION ON THE STREET SIDE OF THE RESIDENCE IN SUCH A POSITION THAT THE NUMBERS ARE EASILY VISIBLE. THE NUMBERS SHALL BE NO LESS THAN 12 INCHES IN HEIGHT AND SHALL CONTRAST WITH BACKGROUND
17	FIBERGLASS ENTRY DOOR WITH VISION LITE, SEE OPENING SCHEDULE
18	DASHED LINE INDICATES SCREENED MECHANICAL UNITS

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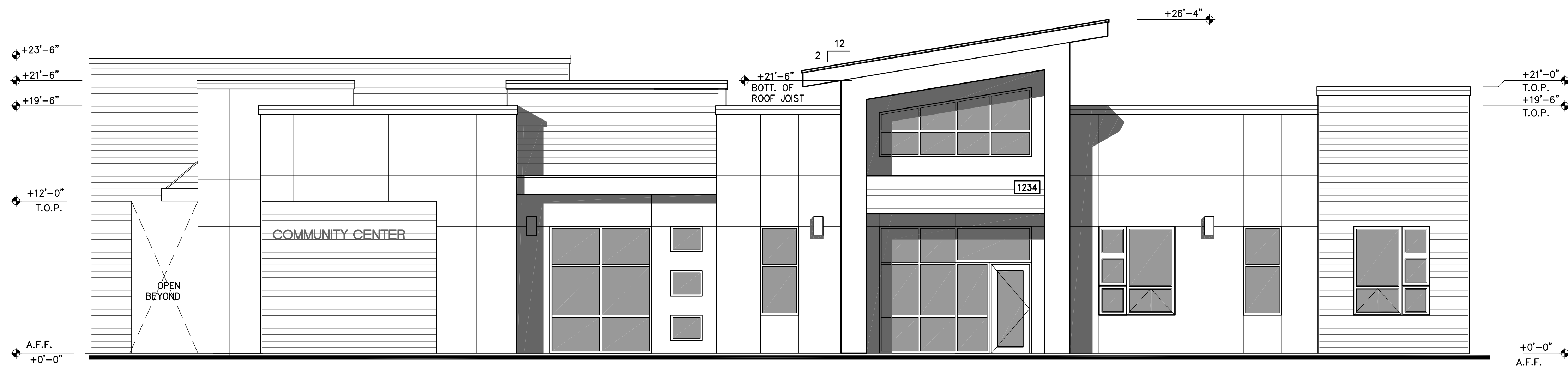
Exterior
Elevation
Bldg - A

Revisions
X

SHEET No.

A3.1

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West Elevation

scale: 3/16"=1'-0"



South Elevation

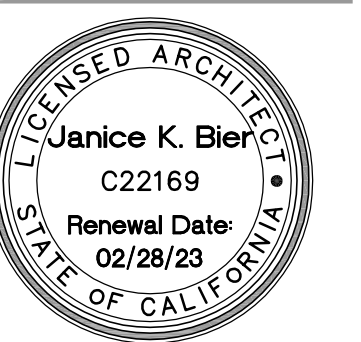
3/16"=1'-0"

KEYNOTES	
No.	Description
1	METAL ROOFING - MCELROY METALS OR EQ. CONCEALED FASTENING SYSTEM, 24 GAGE OR APPROVED EQ. - "MEDIUM BRONZE"
2	7/8" CEMENT PLASTER SYSTEM FIELD COLOR PAINTED SW# 7009 "PEARLY WHITE"
3	7/8" CEMENT PLASTER SYSTEM ACCENT COLOR PAINTED SH# 9150 "ENDLESS SEA"
4	FASCIA BOARD PAINTED SW# 7066 "GRAY MATTERS"
5	HARDIE BOARD PLANK SIDING SMOOTH COLOR KAHKI BROWN
6	STUCCO CONTROL JOINT
7	ALUMINUM STOREFRONT DOOR, SEE OPENING SCHEDULE
8	ALUMINUM STOREFRONT WINDOW, SEE OPENING SCHEDULE
9	LIGHT FIXTURE, SEE ELECTRICAL
10	24 GA. METAL COPING PAINTED SW# 7066 "GRAY MATTERS"
11	PRE-MANUFACTURE METAL CANOPY
12	HOLLOW METAL DOOR, SEE OPENING SCHEDULE
13	HS. TUBE STEEL COLUMNS WITH WOOD TRELLIS
14	ALL COMMERCIAL BLDGS SHALL DISPLAY STREET NUMBERS IN A PROMINENT LOCATION ON THE STREET SIDE AND REAR ACCESS LOCATIONS. THE NUMBERS SHALL BE NO LESS THAN 12 INCHES IN HEIGHT AND 6 INCHES IN HEIGHT FOR SUITE IDENTIFICATION ON CONTRASTING BACKGROUND. THESE NUMBERS SHALL CONTRAST w/ BACKGROUND
18	DASHED LINE INDICATES SCREENED MECHANICAL UNITS



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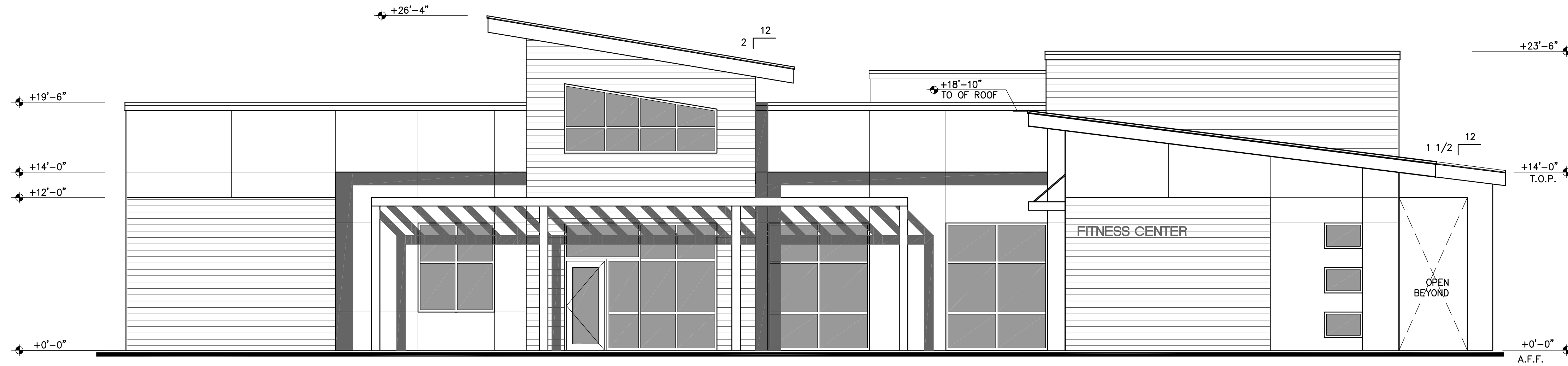
Exterior
Elevation
Community
Bldg

Revisions
△ x

SHEET No.

A3.2

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East Elevation

3/16"=1'-0"



North Elevation

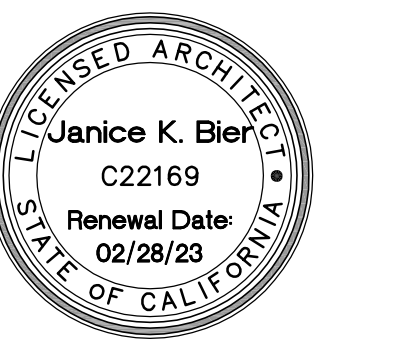
3/16"=1'-0"

KEYNOTES	
No.	Description
1	METAL ROOFING - MCELROY METALS OR EQ. CONCEALED FASTENING SYSTEM, 24 GAGE OR APPROVED EQ. - "MEDIUM BRONZE"
2	7/8" CEMENT PLASTER SYSTEM FIELD COLOR PAINTED SW# 7009 "PEARLY WHITE"
3	7/8" CEMENT PLASTER SYSTEM ACCENT COLOR PAINTED SH# 9150 "ENDLESS SEA"
4	FASCIA BOARD PAINTED SW# 7066 "GRAY MATTERS"
5	HARDIE BOARD PLANK SIDING SMOOTH COLOR KAHKI BROWN
6	STUCCO CONTROL JOINT
7	ALUMINUM STOREFRONT DOOR, SEE OPENING SCHEDULE
8	ALUMINUM STOREFRONT WINDOW, SEE OPENING SCHEDULE
9	LIGHT FIXTURE, SEE ELECTRICAL
10	24 GA. METAL COPING PAINTED SW# 7066 "GRAY MATTERS"
11	PRE-MANUFACTURE METAL CANOPY
12	HOLLOW METAL DOOR, SEE OPENING SCHEDULE
13	ALL COMMERCIAL BLDGS SHALL DISPLAY STREET NUMBERS IN A PROMINENT LOCATION ON THE STREET SIDE AND REAR ACCESS LOCATIONS. THE NUMBERS SHALL BE NO LESS THAN 12 INCHES IN HEIGHT AND 6 INCHES IN HEIGHT FOR SUITE IDENTIFICATION ON CONTRASTING BACKGROUND. THESE NUMBERS SHALL CONTRAST w/ BACKGROUND



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Drawn By: Susan Jones
Project # 20024

Exterior
Elevation
Community
Bldg

Revisions
△ x

SHEET No.

A3.3

NO.	BY:	REVISIONS	DESCRIPTION	DATE

TENTATIVE PARCEL MAP 38233 CONCEPTUAL GRADING PLAN IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

(CASE# PP2022-0427)

- LEGEND**
- B.W. BACK OF WALK
 - F.S. FINISHED SURFACE
 - P/L PROPERTY LINE
 - S.M.H. SEWER MANHOLE
 - C&G CURB AND GUTTER
 - S.C.O. SEWER CLEAN OUT
 - C.L.F. CHAIN LINK FENCE
 - A.C. ASPHALT CONCRETE PAVEMENT
 - T.G. TOP OF GRATE INLET
 - R.V. RECREATIONAL VEHICLE
 - E.D. EDGE OF PAVEMENT
 - S.D. STORM DRAIN
 - R/W RIGHT-OF-WAY
 - DRWY. CONCRETE APRON DRIVEWAY
 - B.S.L. BUILDING SETBACK LINE
 - F.H. FIRE HYDRANT
 - T.C. TOP OF CURB
 - F.L. FLOW LINE
 - G.I. GRATE INLET
 - C.B. CATCH BASIN
 - P.B. PULL BOX
 - I.B. IRRIGATION BOX
 - C.F. CURB FACE
 - C.F. LIGHT STANDARD
 - (FH) FIRE HYDRANT
 - WATER VALVE
 - TUBULAR STEEL FENCE
 - PROP. WATER LINE
 - PROPERTY LINE
 - STORM DRAIN
 - PROP. SEWER LINE
- TYPICAL CROSS-SECTION
- SECTION REFERENCE
- SHEET NO.
- PROP. SLOPE

BASIS OF BEARINGS

"THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, CGS83, ZONE 8, BASED LOCALLY ON CONTROL STATIONS "P609", "P681" AND "P584" NAD 83 (CSRS) EPOCH 2017.50 AS SHOWN HEREON. ALL BEARINGS SHOWN ON THIS MAP ARE GRID, QUOTED BEARINGS AND DISTANCES FROM REFERENCE MAPS OR DEEDS ARE AS SHOWN PER THAT RECORD REFERENCE. ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE. GRID DISTANCES, MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A COMBINATION FACTOR OF 0.9998886511. CALCULATIONS ARE MADE AT "1000" WITH COORDINATES OF: N: 2,283,689.169, E: 6,347,837.206, USING AN ELEVATION OF 2611.65'.

PUBLIC SERVICE/UTILITY PURVEYORS

SCHOOL DISTRICT: BEAUMONT UNIFIED SCHOOL DISTRICT
SEWER: CITY OF BEAUMONT
WATER: BEAUMONT CHERRY WATER DISTRICT
FIRE PROTECTION: CITY OF BEAUMONT
GAS: SOUTHERN CALIFORNIA GAS COMPANY
ELECTRIC: SOUTHERN CALIFORNIA EDISON COMPANY

FLOOD ZONE DESIGNATION

ZONE X, MAP PANEL #060500812G, EFFECTIVE DATE: AUGUST 28, 2008

0.2% ANNUAL CHANCE FLOOD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN ONE SQUARE MILE; AND AREAS PROTECTED BY LEVES FROM 1% ANNUAL CHANCE FLOOD.

RECORDED EASEMENT NOTES

△ AN EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES, RECORDED JANUARY 12, 1910, BOOK 295, PAGE 204, OF OFFICIAL RECORDS RIVERSIDE COUNTY (LOCATION OF EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION).

△ AN EASEMENT FOR INGRESS AND EGRESS PURPOSES, RECORDED FEBRUARY 6, 1980, AS INSTRUMENT NO. 24822, AND JUNE 11, 1985, AS INSTRUMENT NO. 125201, BOTH OF OFFICIAL RECORDS.

LEGAL DESCRIPTION

BEING A SURVEY OF PARCEL 1 OF PARCEL MAP NO. 21136 AS SHOWN ON MAP ON FILE IN BOOK 138, PAGE 33 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AND PORTIONS OF LOTS 3, 5 AND 7 IN BLOCK 5 OF THE SUBDIVISION OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 10 OF MAPS, RECORDS OF THE COUNTY OF SAN BERNARDINO IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

GENERAL MAP NOTES:

- PREPARED: 5/31/2022
- ASSESSOR'S PARCEL NUMBER: 419-160-005, 419-160-024, 419-170-016, 419-170-017, 419-170-018, 419-170-022, & 419-170-027.
- SITE ZONING: (R-MF) RESIDENTIAL MULTI-FAMILY (20 DU ACRE)
- SITE GENERAL PLAN DESIGNATION: -MULTI-FAMILY RESIDENTIAL
- LAND USE: -EXIST: VACANT -PROPOSED: APARTMENTS
- SITE AREA: -GROSS AREA: 10.931 ACRES (476,164.12 SF) -NET AREA: 10,876 NET (473,743.3 SF)
- NO OFF-SITE RIGHT-OF-WAY IS REQUIRED FOR SITE ACCESSIBILITY.
- THIS PARCEL MAP INCLUDES THE ENTIRE CONTIGUOUS OWNERSHIP OF THE LAND DIVIDER.
- WATER QUALITY AND DETENTION AREAS TO BE MAINTAINED BY LAND OWNER.
- NO HAZARDOUS MATERIALS HAVE BEEN KNOWN TO BE STORE ON SITE.
- THE PROPERTY IS NOT SUBJECT TO LIQUEFACTION OR GEOLOGICAL HAZARDS, OR SUBJECT TO OVERFLOW, INUNDATION, OR FLOOD HAZARDS.
- THERE ARE NO KNOWN WELLS ON-SITE OR WITHIN 200' OF THE SITE.
- NO WASTE DISPOSAL AREA PROPOSED WITHIN SITE
- PRELIMINARY EARTHWORK QUANTITIES: - CUT 60,000 C.Y. - FILL 60,000 C.Y.

SETBACK CRITERIA (*)

SETBACKS:

A. FRONT YARD: - 25' - 25' (TWO-LEVEL)

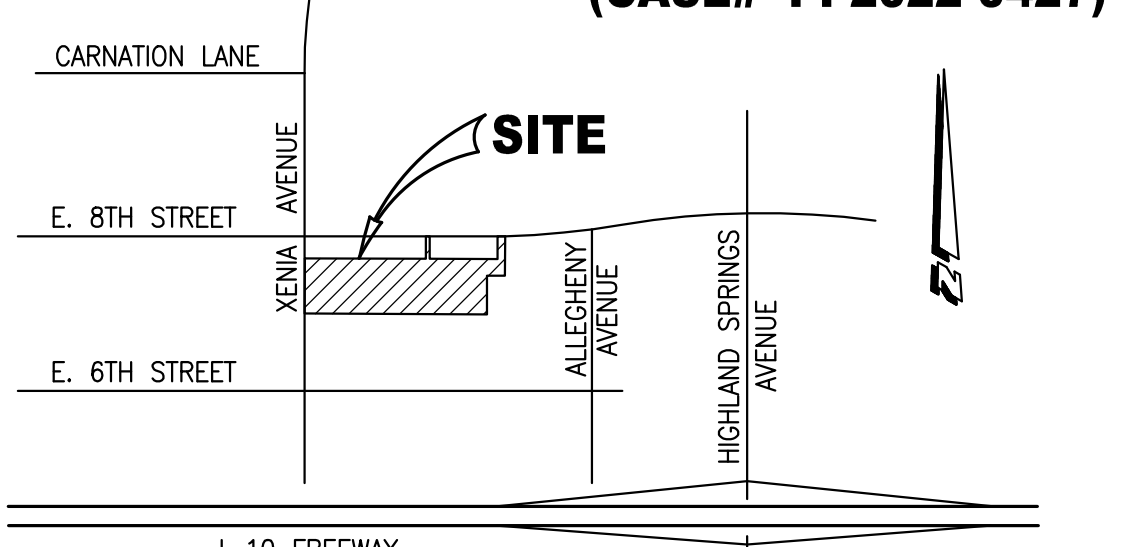
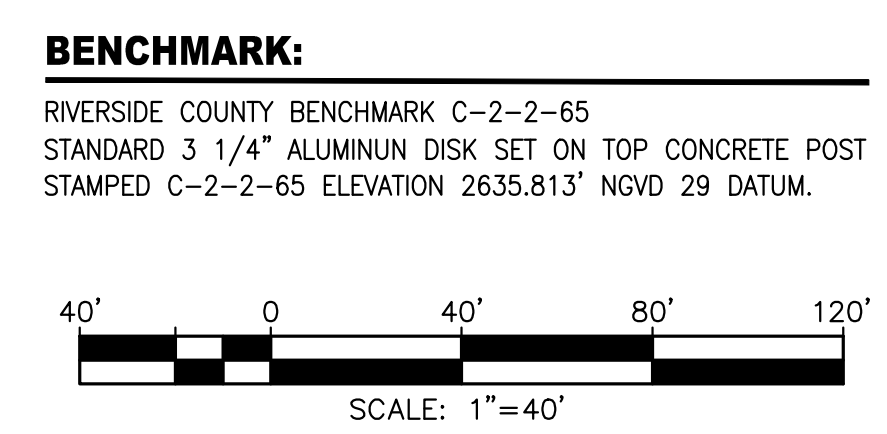
B. REAR YARD: - 15' FOR INTERIOR LOTS. - 5' FOR ACCESSORY STRUCTURES USED EXCLUSIVELY FOR PARKING - 20' (TWO-LEVEL)

C. SIDE YARD: - 5' FOR INTERIOR LOTS. - 10' FOR INTERIOR LOTS > 70' IN WIDTH - 10' FOR CORNER LOTS - 15' (TWO-LEVEL) - 20' (TWO-LEVEL/CORNER LOTS)

* SETBACK CRITERIA PER BMC TABLE 17.03-2

TYPICAL IMPROVEMENT PLAN NOTES:

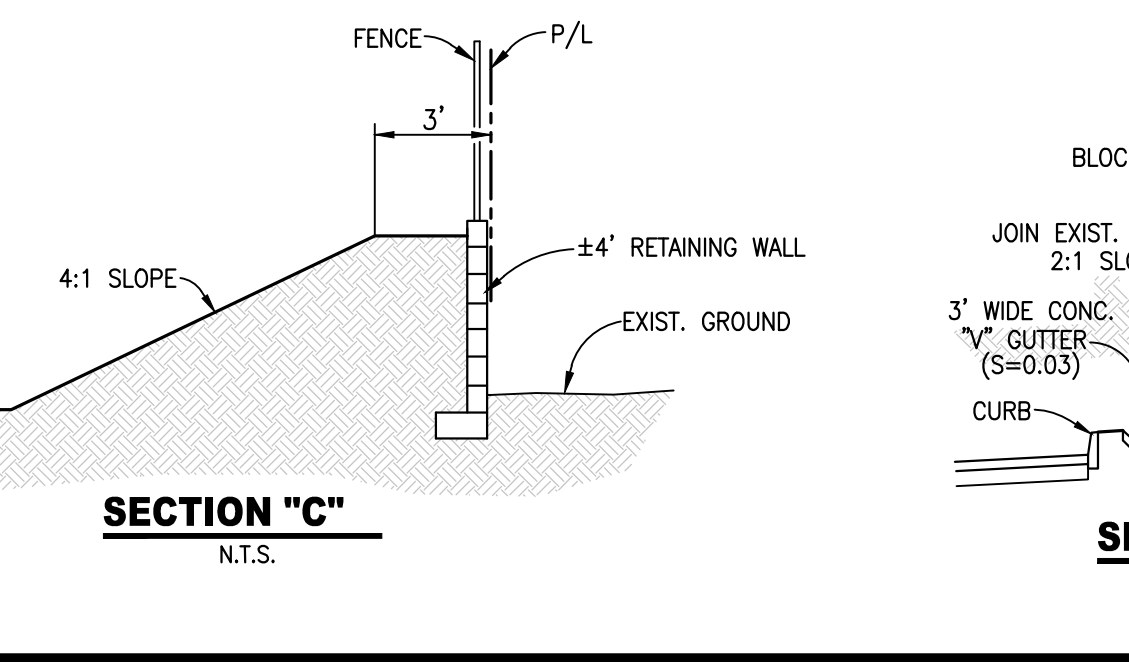
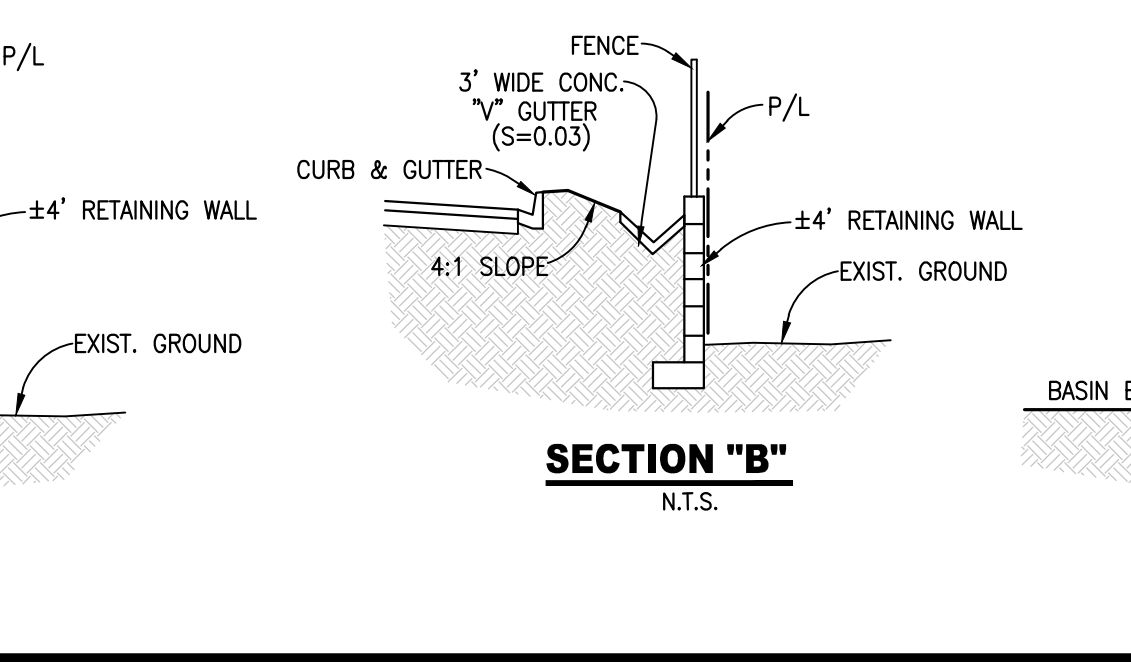
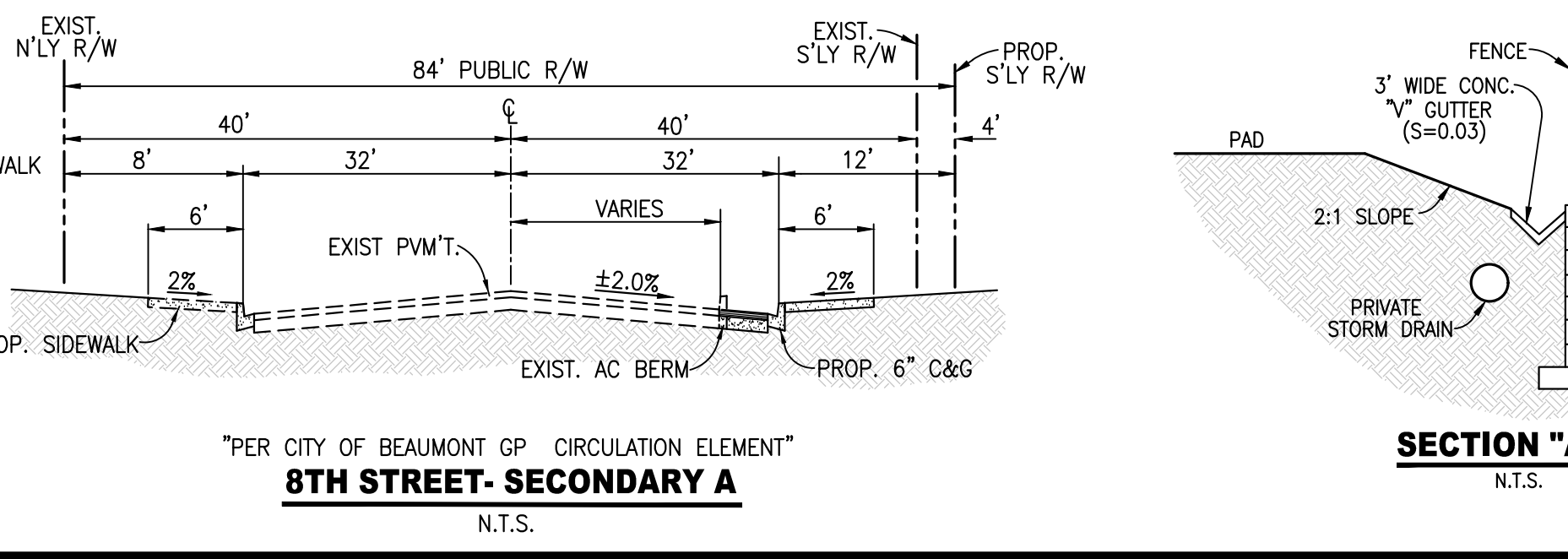
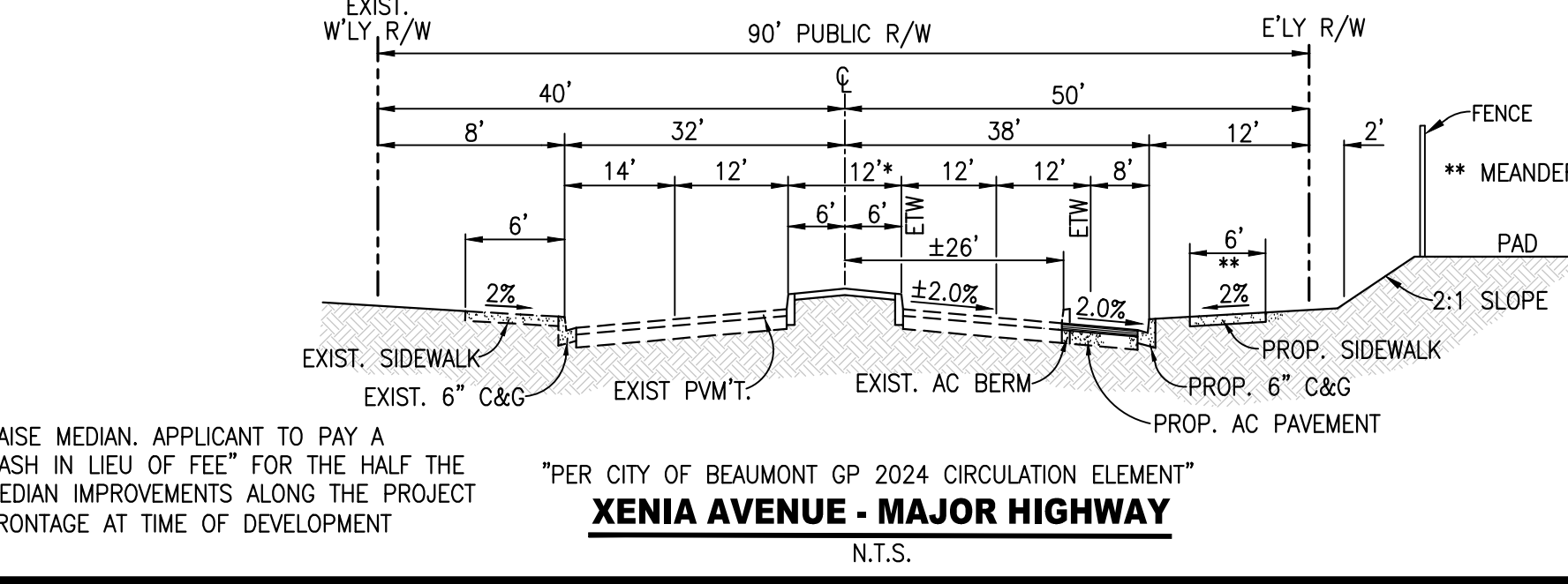
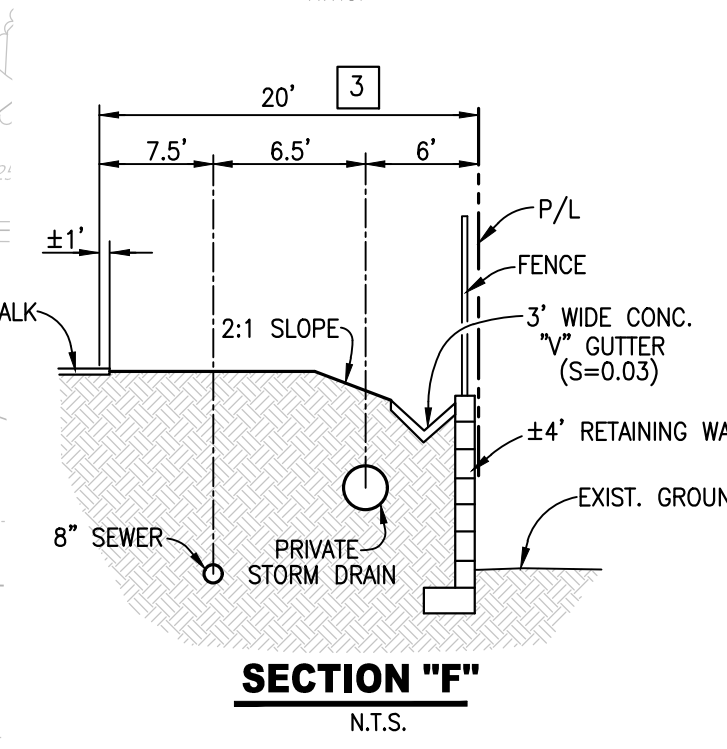
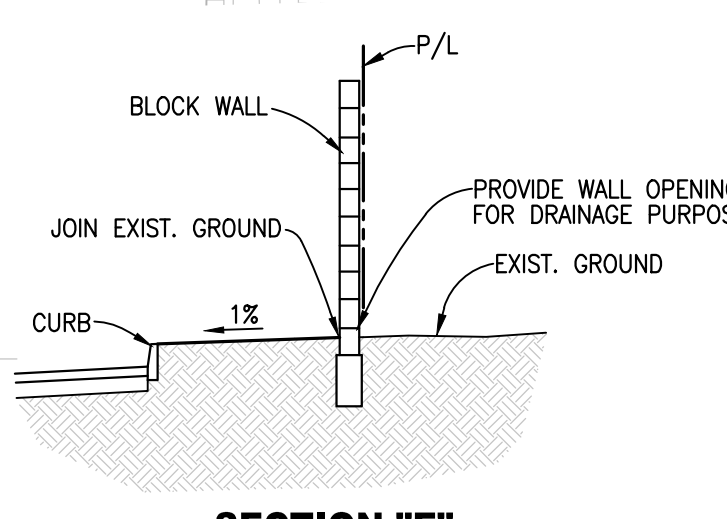
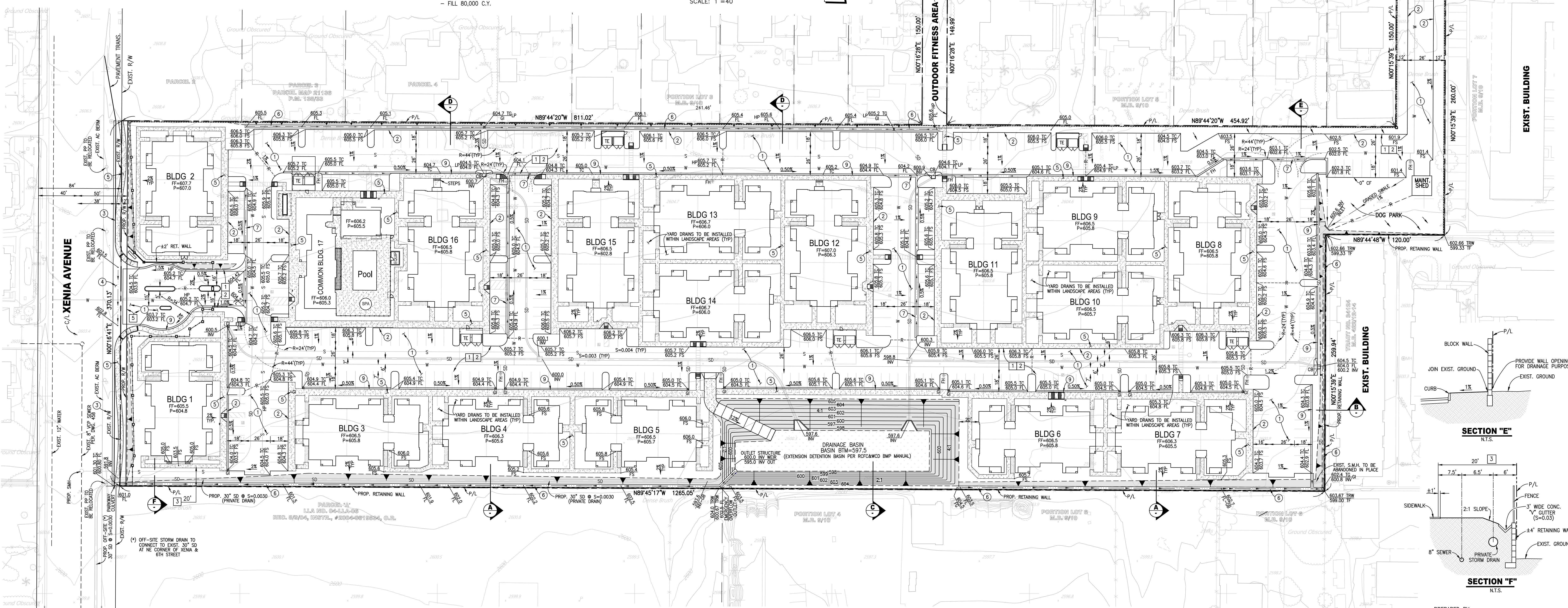
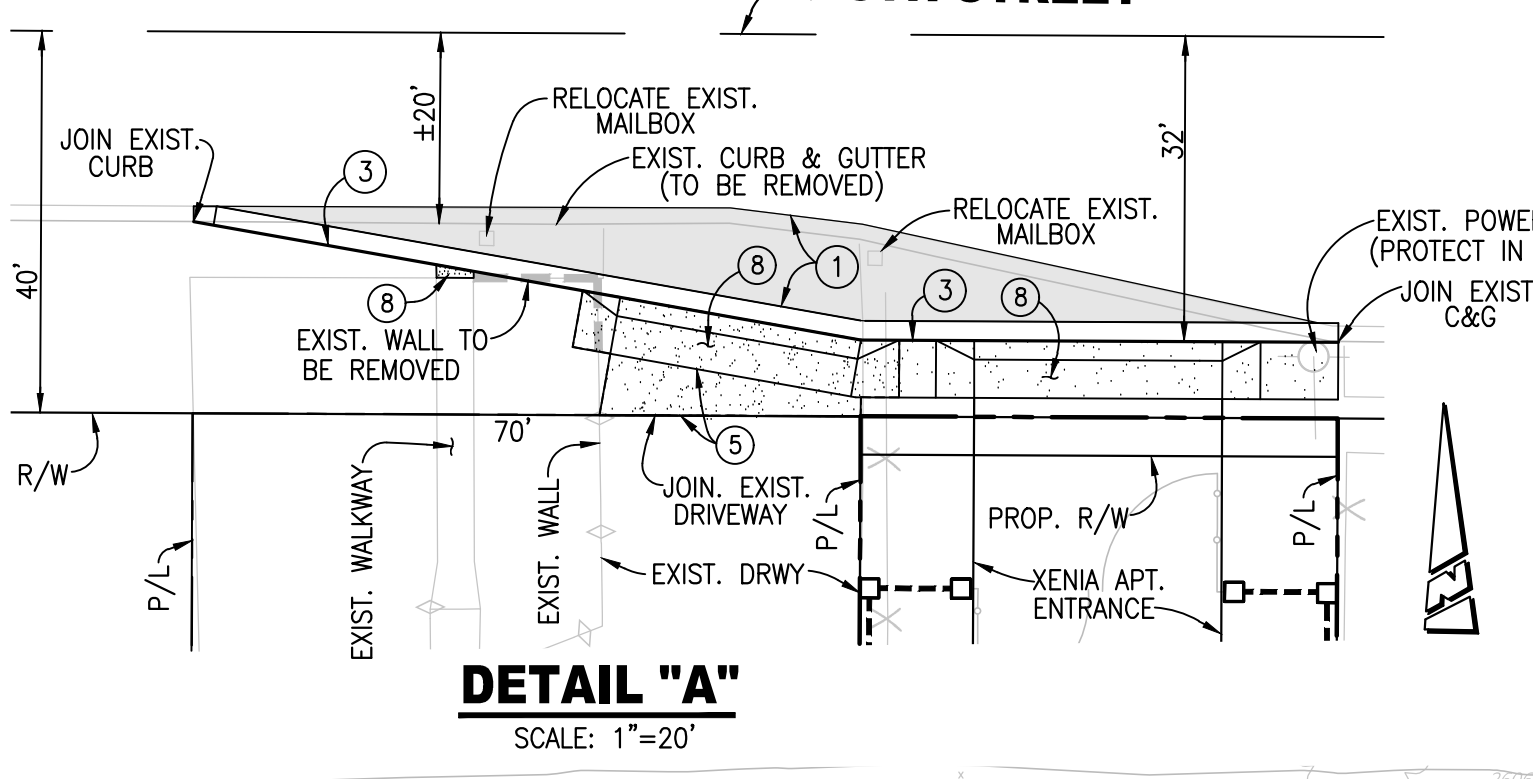
- CONCRETE PAVING PER GEOTECHNICAL RECOMMENDATIONS
- PROPOSED 6" (TYPE "D") CURB PER R.C.T.D. PER R.C.T.D. STD. 204.
- PROPOSED 6" (TYPE "A-6") CURB AND GUTTER PER R.C.T.D. STD. 200.
- PROPOSED COMMERCIAL DRIVEWAY PER R.C.T.D. STD. 207A.
- PROPOSED SIDEWALK PER R.C.T.D. STD. 401
- 3' WIDE (18" DEEP) CONCRETE "V" DITCH (S=0.003)
- 3' WIDE RIBBON GUTTER
- PROPOSED RESIDENTIAL DRIVEWAY PER R.C.T.D. STD. 207.
- PROPOSED 6" (TYPE "A-6"-18" GUTTER) CURB AND GUTTER PER R.C.T.D. STD. 200.



VICINITY MAP
NTS

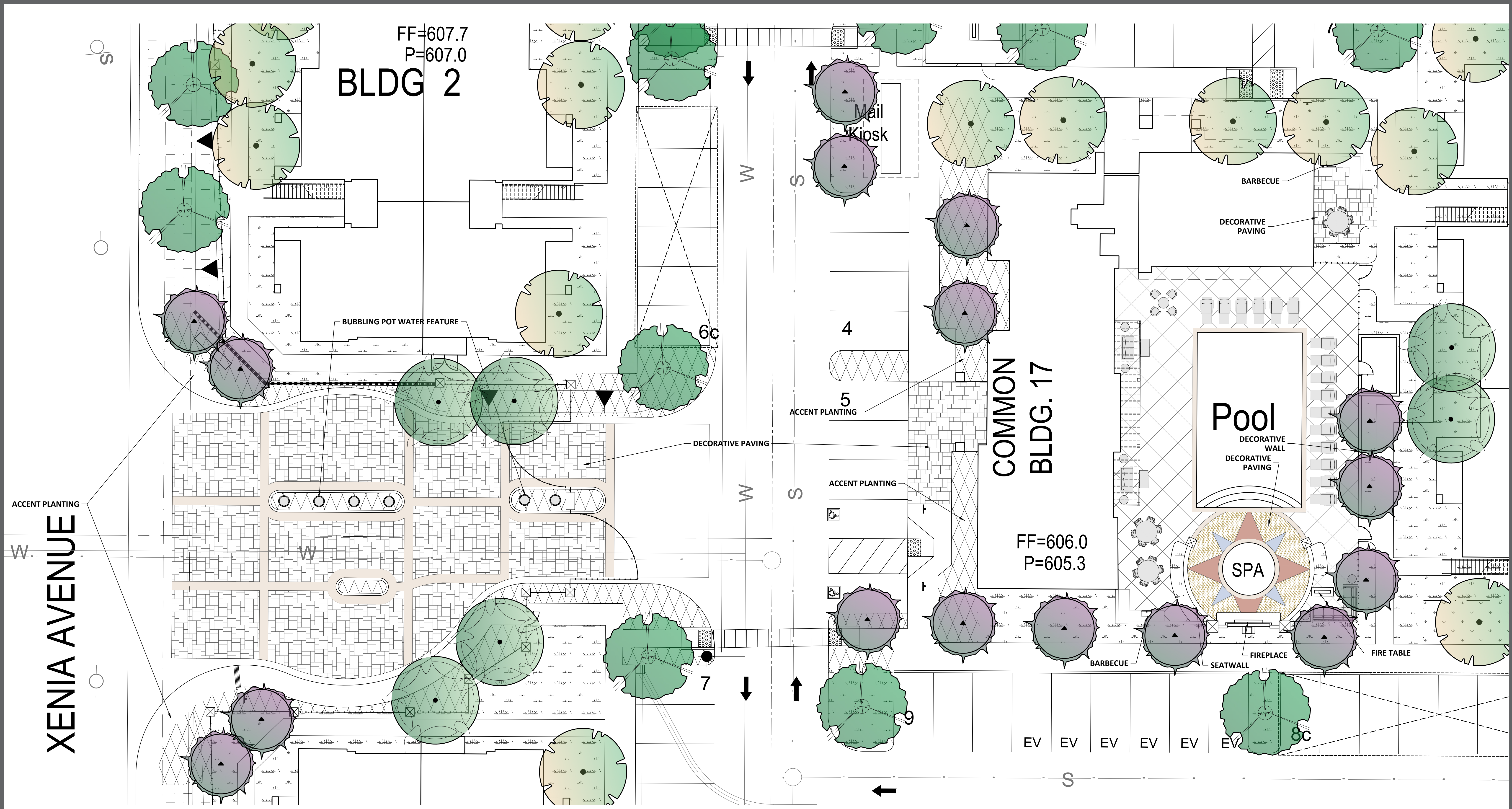
PROPOSED DEDICATION NOTES

- A PROPOSED EASEMENT FOR EMERGENCY ACCESS AND PUBLIC UTILITY PURPOSES IN FAVOR OF THE CITY OF BEAUMONT.
- A PROPOSED EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF THE BEAUMONT CHERRY VALLEY WATER DISTRICT.
- A PROPOSED EASEMENT FOR SEWER PURPOSES IN FAVOR OF THE CITY OF BEAUMONT.
- A PROPOSED RIGHT-OF-WAY, IN FAVOR OF THE CITY OF BEAUMONT, FOR ROAD AND PUBLIC UTILITY PURPOSES.
- AN EASEMENT, IN FAVOR OF THE CITY OF BEAUMONT, FOR PEDESTRIAN ACCESS PURPOSES



PREPARED BY:
SP2 & Co.
A LAND DEVELOPMENT SERVICES COMPANY
451 W LAMBERT ROAD, SUITE 216
BREA, CALIFORNIA 92821
PHONE: (714) 490-1514
CONTACT: HENRY LOZANO
EMAIL: HENRY@SP2INC.COM

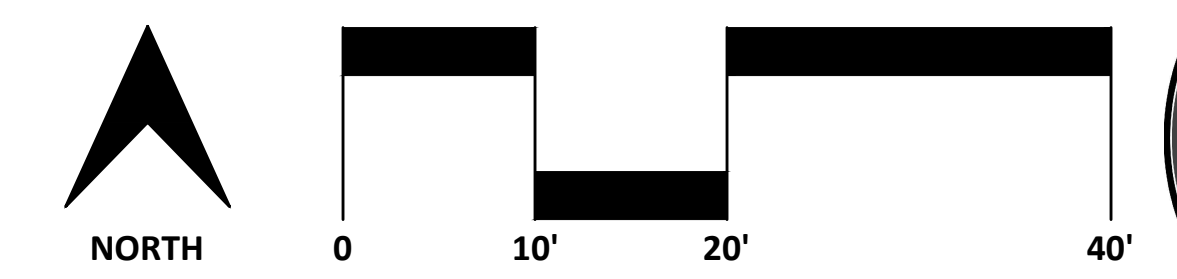
OWNER/APPLICANT:
BEAUMONT LAND PARTNERS, LLC
16133 VENTURA BLVD. #633
ENCINO, CA 91436
CONTACT: PAUL ONUFER
OFFICE PH: (626) 263-4205
EMAIL: PONUFER@AVPRE.NET

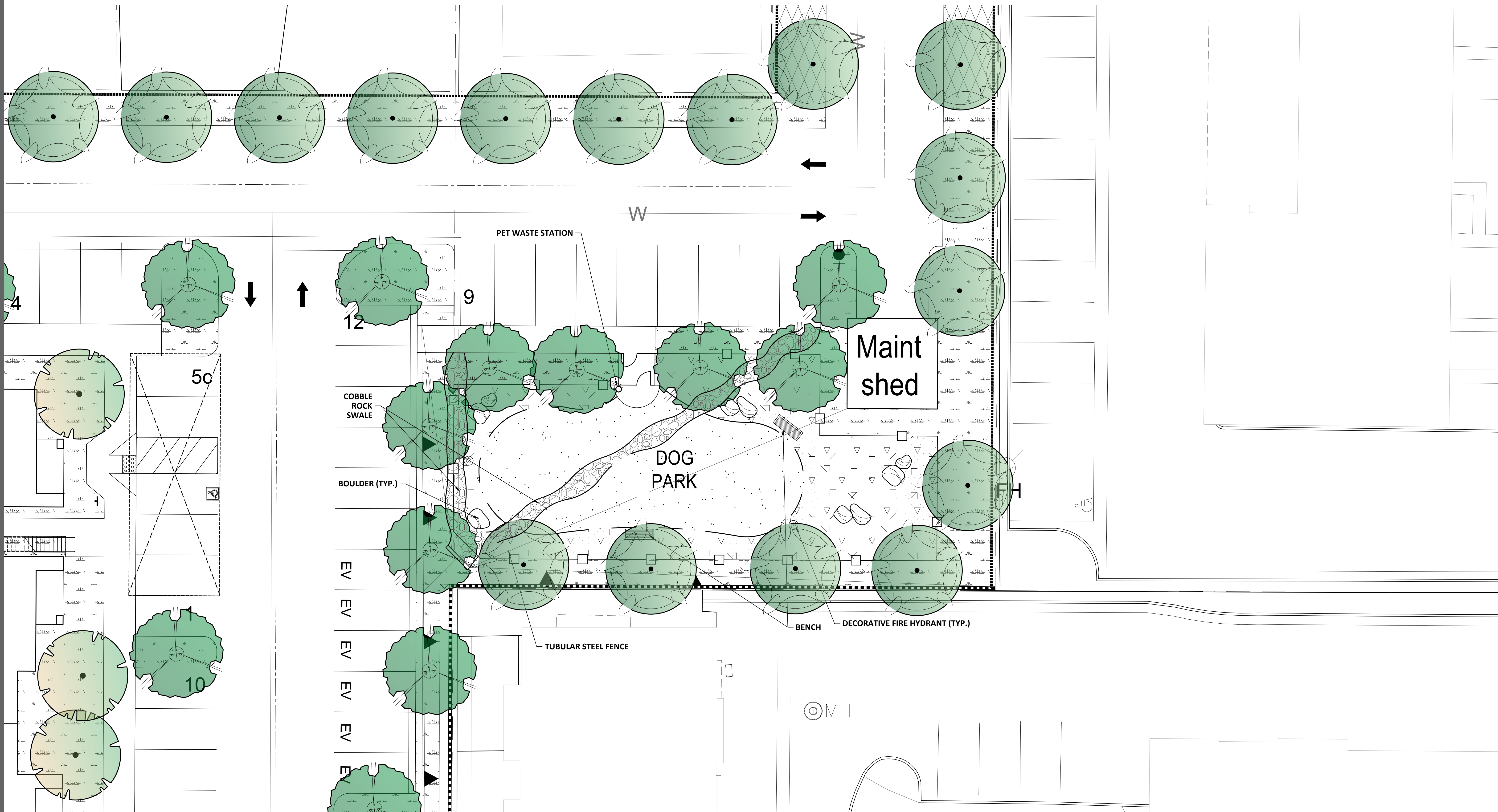


PRELIMINARY ENTRY AND POOL AREA PLAN

XENIA APARTMENTS

BEAUMONT LAND PARTNERS, LLC

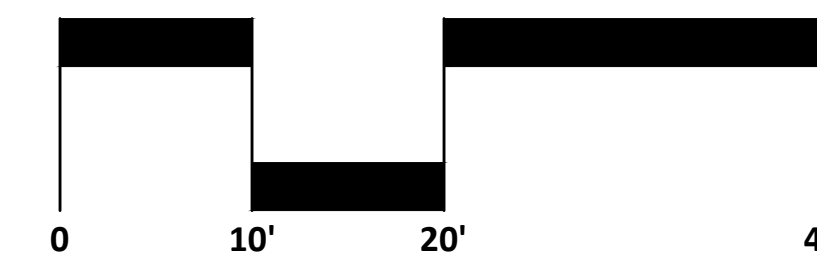
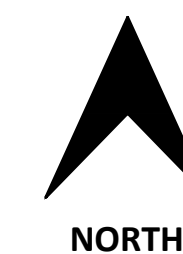




PRELIMINARY DOG PARK AREA PLAN

XENIA APARTMENTS

BEAUMONT LAND PARTNERS, LLC



PLANTING PALETTE:

BOTANIC NAME	COMMON NAME	SIZE / SPACING	WUCOLS
STREET/PARKING LOT TREES			
GINKGO BILOBA	MAIDENHAIR TREE	24" BOX	MOD.
KOELREUTERIA BIPINNATA	CHINESE FLAME TREE	24" BOX	MOD.
PINUS ELDERICA	AFGHAN PINE	24" BOX	LOW
QUERCUS ILEX	HOLLY OAK	24" BOX	LOW
ULMUS PARVIFOLIA 'TRUE GREEN'	CHINESE EVERGREEN ELM	24" BOX	MOD.
WATER QUALITY/SHADE TREES			
PLATANUS RACEMOSA	CALIFORNIA SYCAMORE	15 GAL	MOD.
SALIX LUCIDA SSP. LASIANDRA	YELLOW WILLOW	15 GAL	MOD.
ULMUS PARVIFOLIA 'TRUE GREEN'	CHINESE EVERGREEN ELM	15 GAL	MOD.
LARGE ACCENT TREES			
CERCIDIUM 'DESERT MUSEUM'	DESERT MUSEUM PALO VERDE	24" BOX	LOW
KOELREUTERIA BIPINNATA	CHINESE FLAME TREE	24" BOX	MOD.
ROBINIA PSEUDOACACIA 'PURPLE ROBE'	PURPLE ROBE BLACK LOCUST	24" BOX	LOW
SMALL ACCENT TREES			
ARBUTUS UNEDO	STRAWBERRY TREE	36" BOX	LOW
CERCIS OCCIDENTALIS	WESTERN REDBUD	36" BOX	LOW
SAMBUCUS NIGRA SSP. CAERULEA	BLUE ELDERBERRY	36" BOX	LOW
SITE TREES			
LOPHOSTEMON CONFERTA	BRISBANE BOX	15 GAL	MOD.
MELALEUCA QUINQUENERVIA	PAPERBARK TREE	15 GAL	MOD.
PINUS CANARIENSIS	CANARY ISLAND PINE	15 GAL	MOD.

PLANTING PALETTE:

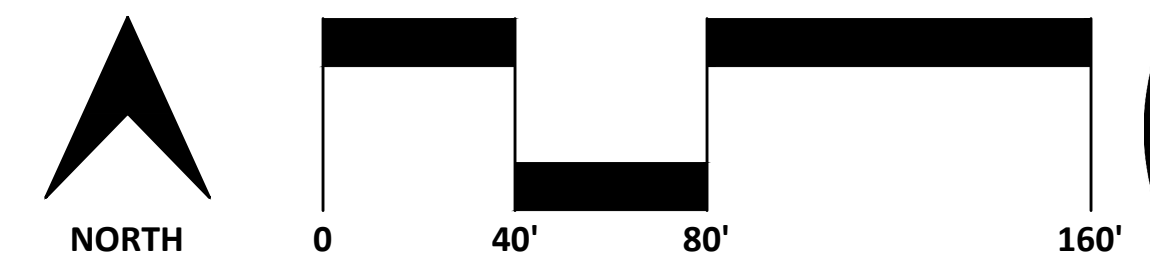
BOTANIC NAME	COMMON NAME	SIZE / SPACING	WUCOLS
SHRUBS / GROUNDCOVERS			
ANIGOZANTHOS SP.	KANGAROO PAW	1 GAL @ 30" O.C.	LOW
ASPARAGUS DENSIFLORUS 'MYERS'	FOXTAIL FERN	1 GAL @ 30" O.C.	MOD.
BACCHARIS 'TWIN PEAKS'	DWARF COYOTE BUSH	1 GAL @ 72" O.C.	LOW
BAMBUSA MULTIPLEX 'GOLDEN GODDESS'	GOLDEN GODDESS BAMBOO	5 GAL @ 72" O.C.	MOD.
CALLIANDRA CALIFORNICA	BAJA FAIRY DUSTER	5 GAL @ 48" O.C.	LOW
CISTUS PULVERULENTUS	MAGENTA ROCKROSE	1 GAL @ 48" O.C.	LOW
CISTUS PURPUREUS	ORCHID ROCKROSE	1 GAL @ 48" O.C.	LOW
DALEA GREGGII	TRAILING INDIGO BUSH	1 GAL @ 60" O.C.	LOW
LIRIOPE MUSCARI 'SILVERY SUNPROOF'	LILYTURF	1 GAL @ 18" O.C.	LOW
MUHLENBERGIA CAPILLARIS 'REGAL MIST'	REGAL MIST PINK MUHLY	1 GAL @ 42" O.C.	LOW
NANDINA SP.	HEAVENLY BAMBOO	1 GAL @ 42" O.C.	MOD.
PITTIOSPORUM TOBIRA 'VAREIGATA'	VARIEGATED MOCK ORANGE	5 GAL @ 48" O.C.	MOD.
PODOCARPUS MACROPHYLLUS 'MAKI'	SHRUBBY YEW PINE	5 GAL @ 60" O.C.	MOD.
RHUS OVATA	SUGARBUSH	5 GAL @ 96" O.C.	LOW
ROSMARINUS 'HUNTINGTON CARPET'	DWARF ROSEMARY	1 GAL @ 72" O.C.	LOW
SALVIA 'BEE'S BLISS'	CREEPING SAGE	1 GAL @ 72" O.C.	LOW
TECOMA X 'ORANGE JUBILEE'	ORANGE JUBILEE TRUMPET FLOWER	5 GAL @ 72" O.C.	LOW
ACCENT AREAS			
AGAVE 'BLUE GLOW'	BLUE GLOW AGAVE	1 GAL @ 18" O.C.	LOW
AGAVE DESMETTIANA 'VAREIGATA'	VARIEGATED SMOOTH AGAVE	5 GAL @ 42" O.C.	LOW
ANIGOZANTHOS 'PINK JOEY'	DWARF PINK KANGAROO PAW	1 GAL @ 30" O.C.	LOW
CONVOLVULUS SABATIUS	GROUND MORNING GLORY	1 GAL @ 30" O.C.	LOW
HESPERALOE PARVIFLORA	RED YUCCA	5 GAL @ 48" O.C.	LOW
LAVANDULA ANGUSTIFOLIA 'HIDCOTE'	HIDCOTE ENGLISH LAVENDER	1 GAL @ 36" O.C.	LOW

PLANTING PALETTE:

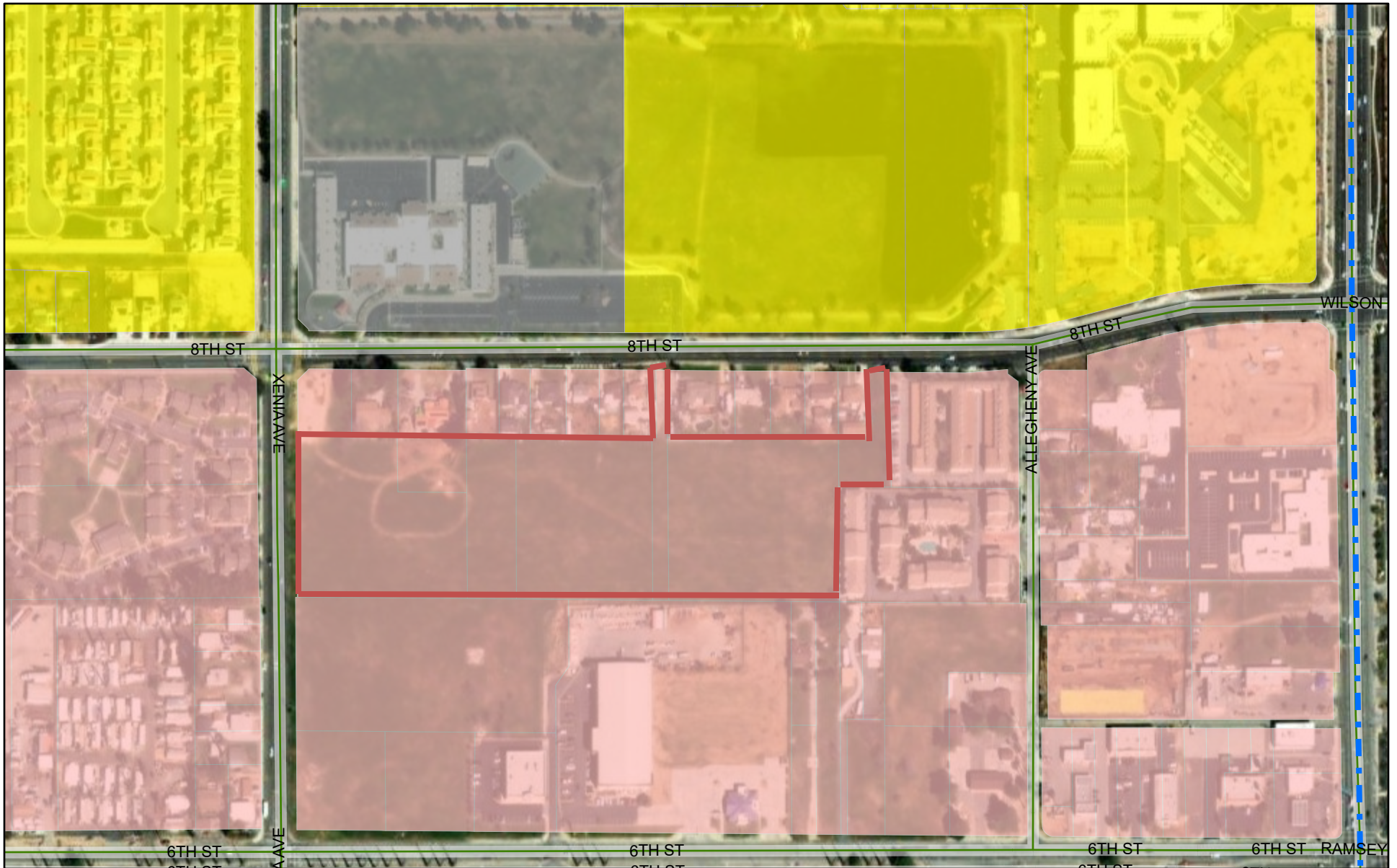
BOTANIC NAME	COMMON NAME	SIZE / SPACING	WUCOLS
PARKWAYS			
ARBUTUS UNEDO 'COMPACTA'	DWARF STRAWBERRY TREE	5 GAL @ 72" O.C.	LOW
BACCHARIS 'TWIN PEAKS'	DWARF COYOTE BUSH	1 GAL @ 72" O.C.	LOW
CALLIANDRA CALIFORNICA	BAJA FAIRY DUSTER	5 GAL @ 48" O.C.	LOW
ROSMARINUS 'HUNTINGTON CARPET'	DWARF ROSEMARY	1 GAL @ 72" O.C.	LOW
SALVIA 'BEE'S BLISS'	CREEPING SAGE	1 GAL @ 72" O.C.	LOW
WQMP AREAS			
ARCTOSTAPHYLOS EDMUNSI	LITTLE SUR MANZANITA	1 GAL @ 8" O.C.	LOW
BACCHARIS PILULARIS 'PIGEON POINT'	DWARF COYOTE BUSH	1 GAL @ 8" O.C.	LOW
CAREX PRAEGRACILIS	CALIFORNIA FIELD SEDGE	FLATS @ 18" O.C.	LOW
JUNCUS PATENS	CALIFORNIA GRAY RUSH	4" POTS @ 36" O.C.	LOW
MUHLENBERGIA RIGENS	DEER GRASS	1 GAL @ 48" O.C.	MOD.
LEYMUS CONDENSATUS 'CANYON PRINCE'	CANYON PRINCE WILD RYE	1 GAL @ 48" O.C.	LOW
BASIN NATIVE HYDROSEED MIX	HYDROSEED		LOW
GROUNDCOVER			
HYDROSEEDED TURF TURF	BANDERA BERMUDA OR APPROVED EQUAL		HIGH
MEADOW HYDROSEED MIX			
ACHILLEA MILLEFOLIUM	S & S SEED CO.	7.0 lbs/1,000 S.F.	MOD.
BOULELOUA GRACILIS	YARROW	2.0 lbs/1,000 S.F.	
CAREX PANSA	BLUE GRAMA	3.0 lbs/1,000 S.F.	
CAREX PRAEGRACILIS	SAND DUNE SEDGE	1.0 lbs/1,000 S.F.	
	CLUSTERED FIELD SEDGE	1.0 lbs/1,000 S.F.	
3" MINIMUM DEPTH STABILIZED DECOMPOSED GRANITE			



PRELIMINARY LANDSCAPE PLAN
XENIA APARTMENTS
 BEAUMONT LAND PARTNERS, LLC



Xenia Apartments General Plan Land Use Designation Map



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General Plan

Single Family Residential

Downtown Mixed Use

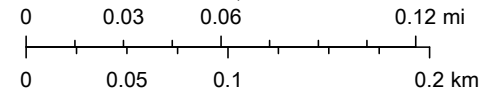
Public Facilities

City Boundary

Street Labels

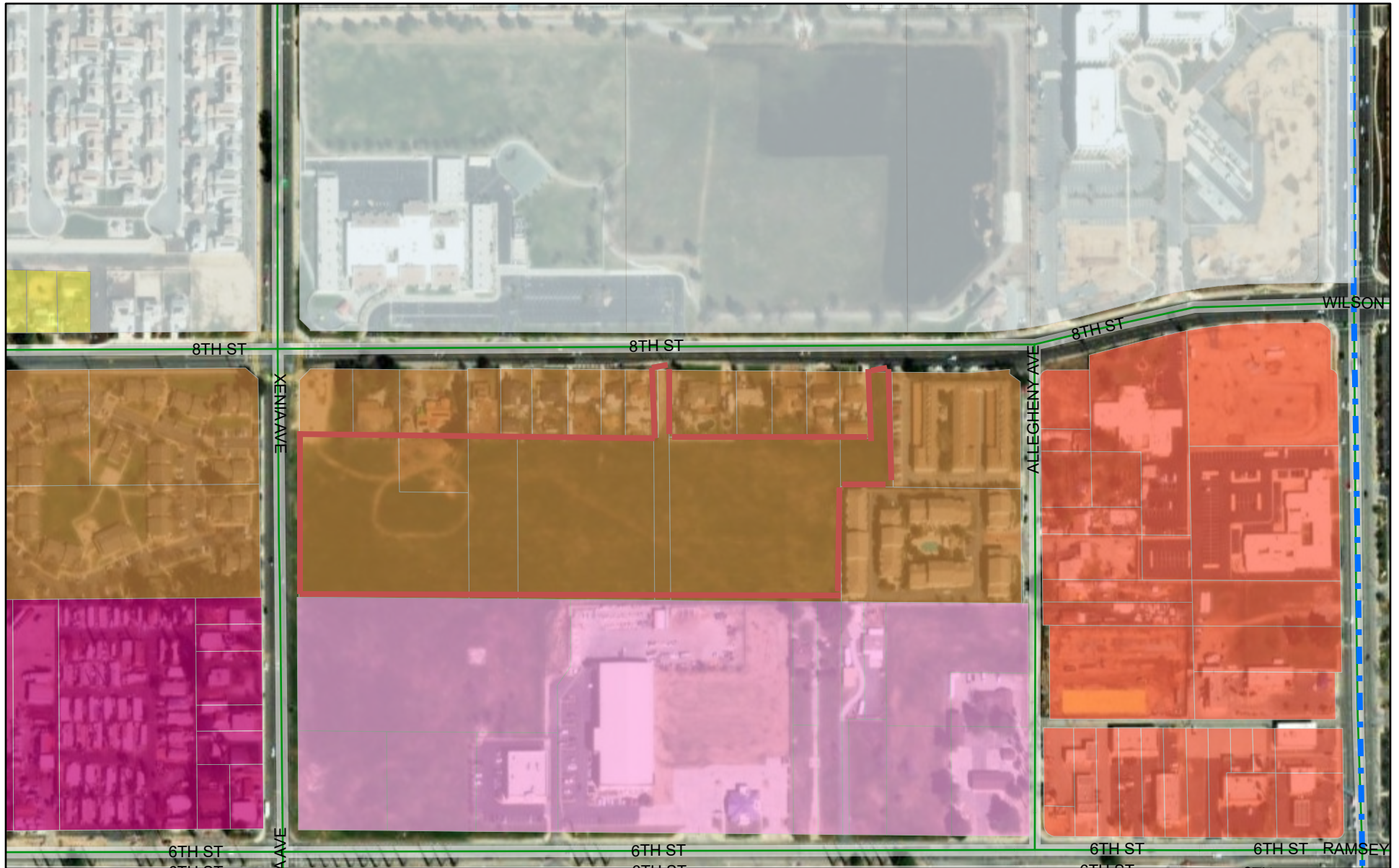
Minor Streets

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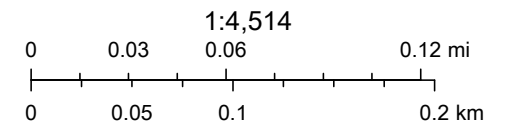
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Xenia Apartments Zoning Map



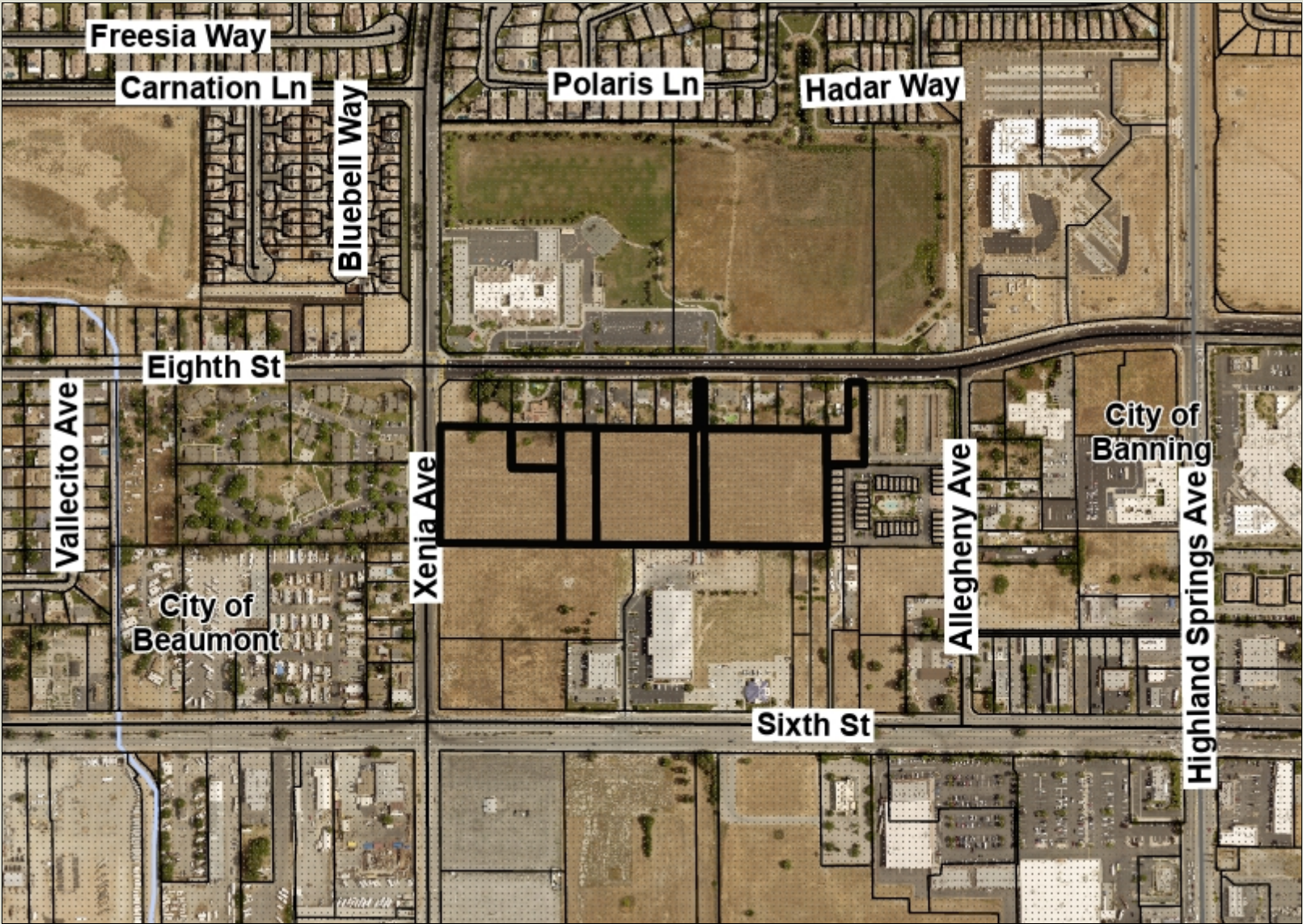
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- | | | |
|---------------------------|--------------------------------------|------------------|
| Zoning | Downtown Residential Multifamily | Local Commercial |
| Specific Plan | Sixth Street Mixed Use - Residential | City Boundary |
| Residential Single Family | Sixth Street Mixed Use | Street Labels |



Maxar

Xenia Apartments Aerial Photograph



Legend

- County Boundary
- City Boundaries
- Parcels, Public
- County Centerline Names
- County Centerlines
- Blueline Streams
- City Areas
- World Street Map



IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

0 590 1,180 Feet

REPORT PRINTED ON... 10/17/2023 8:23:01 PM

Notes

#	APN	Owner	Address	Letter Date	12.14.2022 Meeting
1	419-170-026	James Lam			
2	419-170-028	Rosa Vignolle	1505 E. 8th Street Beaumont, CA 92223	10.21.2021	
3	419-170-023	Miquel Gomez	1511 E. 8th Street, Beaumont, CA 92223	10.21.2021	<i>DF</i>
4	419-170-003	Daniel Hoquist	1513 E. 8th Street, Beaumont, CA 92223	10.21.2021	
5	419-170-020	Richard Gordon	1515 E. 8th Street, Beaumont, CA 92223	10.21.2021	
6	419-170-021	William Lyons	1517 E. 8th Street, Beaumont, CA 92223	10.21.2021	
7	419-170-006	Marlene Magana	1519 E. 8th Street, Beaumont, CA 92223	10.21.2021	
8	419-170-007	Ruth Olmsted Trust Dtd 06.03.1987	1521 E. 8th Street, Beaumont, CA 92223	10.21.2021	
9	419-170-008	Cabrera Living Trust Dtd 05.08.2018	1523 E. 8th Street, Beaumont, CA 92223	10.21.2021	<i>RCC</i>
10	419-160-001	Vida De Papi Revocable Living Trust	1543 E. 8th Street, Beaumont, CA 92223	10.21.2021	<i>ESF (909) 775-9422</i>
11	419-160-002	Raynaldo Urias	1547 E. 8th Street, Beaumont, CA 92223	10.21.2021	
12	419-160-003	Blair Ball	1549 E. 8th Street, Beaumont, CA 92223	10.21.2021	<i>BMS</i>
13	419-160-004	Orozco Family Trust Dtd 10.15.2021	1551 E. 8th Street, Beaumont, CA 92223	10.21.2021	
14	419-160-006	Edward Sousa	1553 E. 8th Street, Beaumont, CA 92223	10.21.2021	

⑩ James-brando3@yahoo.com

8TH ST COMMUNITY CONCERNS;

1. DRAINAGE! HOMES ACROSS FROM SUNDANCE ELEMENTARY SCHOOL EXPERIENCE EXCESSIVE DRAINAGE FROM THE ENGINEERED SLOPE @ FRONT OF SCHOOL AND IMPROPER 'CROWN' OF STREET. 1509, 1511 & 1513 ARE PARTICULARLY AFFECTED.

PLEASE ADDRESS THIS WITH GOOD 'WEEPING' GRATES/AREAS AS ALL 8TH ST HOMES HAVE THIS NATURAL NORTH-SOUTH DRAINAGE.

2. SURVEY MARKERS INSTALLED/REPLACED: THIS AREA WAS UNINCORPORATED BEFORE ANNEXATION BY BEAU. CITY AND HAS NEVER BEEN PROPERLY SURVEYED, WITH EXCEPTION OF MR CABREARA'S HOME. TREES WERE THE COMMON MARKER OF PROPERTY WHEN HOMES WERE BUILT AND THERE ARE BOUND TO NEED BY HOMEOWNERS.

3. TREES; TWO TREES HAVE PARTICULAR VALUE, LOCATED DIRECTLY BEHIND 1511 IS A TALL EUCALYPTUS TREE THAT NEEDS TO BE TAKEN DOWN, BUT, THE TREE NOW HOUSES A PAIR OF NESTING RED TAIL HAWKS. THE TREE SHOULD BE TAKEN DOWN AFTER APRIL THROUGH AUGUST WHICH IS IN-BETWEEN NESTINGS.

THERE IS A PALO VERDE DESERT MUSEUM TREE DIRECTLY BEHIND 1513 THAT IS A NATIVE CALIF, NEEDS NO WATERING/MAINTENANCE AND FLOWERS IN SEASON. IT GROWS TO ALMOST OAK TREE MATURATY AND WOULD BE VALUED @ \$5,000, CONSERVATIVELY. AS OWNER OF 1513, I WOULD LIKE TO SEE IF WE COULD RELOCATE TO MY YARD, IF YOU ARE NOT GOING TO USE IT IN YOUR LANDSCAPE DESIGNS?

THANK YOU FOR HEARING OUR CONCERNS!

THE PRESS-ENTERPRISE

KEEP YOUR EYES ON **THE 'PRISE**

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The Press-Enterprise
3512 14 Street
Riverside, California 92501
(951) 368-9229

City of Beaumont
550 E. 6th Street
Beaumont, California 92223

Publication: The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc: 0011623272

FILE NO. 0011623272

PROOF OF PUBLICATION


I am a citizen of the United States. I am over the age of eighteen years and not party to or interested in the above-entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper of general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

09/13/2023

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Date: September 13, 2023.

At: Riverside, California



Signature

CITY OF BEAUMONT
NOTICE OF AVAILABILITY (NOA)/NOTICE OF INTENT (NOI) TO ADOPT AN
INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

Xenia Multi-Family Residential Project

Project Numbers: PP2022-0427, PM2022-0010
Tentative Parcel Map 38233
ENV2022-0021

In accordance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines, City Staff prepared a Draft Initial Study/Mitigated Negative Declaration (IS/MND) that identifies and evaluates the environmental impacts of the Xenia Multi-Family Residential Project.

Project Title: Xenia Multi-Family Residential Project

Project Location: The Project Site is located near the southeast corner of Xenia Avenue and 8th Street in the City of Beaumont. The 10.93-acre Project Site is currently vacant. The Project Site comprises seven parcels: Assessor's Parcel Numbers (APN) 419-160-005, -024, 419-170-016, -017, -018, -022 and -027.

Project Description: The Proposed Project consists of constructing 16 apartment buildings, totaling 192 multi-family residential dwelling units, on approximately 10.93 acres. The residential structures would be two stories in height, of wood-framed construction, utilizing conventional shallow foundations and slab-on-grade. The Proposed Project would provide ancillary amenities such as a pool/recreation area, community club, and dog park. The Project also includes a water quality basin, parking/drive areas, underground utilities, and other improvements.

The Project includes actions necessary to annex approximately 9.08 acres of the 10.93-acre Project Site to the Beaumont-Cherry Valley Water District (BCVWD) via the Riverside Local Agency Formation Commission. The Project includes the preparation of a tentative parcel map which would depict that the following parcels would be merged and annexed into the BCVWD:

Parcel 1: APN: 419-170-022-6	Parcel 4: APN: 419-170-018-3
Parcel 1: Portion of APN: 419-170-027-1	Parcel 5: APN: 419-160-005-0
Parcel 2: APN: 419-170-016-1	Parcel 6: APN: 419-160-024-7
Parcel 3: APN: 419-170-017-2	

Environmental Review and Public Comment: The circulation of the Draft IS/MND is to encourage written public comments. Interested persons can review the Draft IS/MND at the following physical location:

City of Beaumont Planning Department 550 E. 6th Street Beaumont, CA 92223

You may obtain the document in electronic format at <https://www.beaumontca.gov/1313/Xenia-Apartments> or by emailing the Planner at CKendrick@beaumontca.gov.

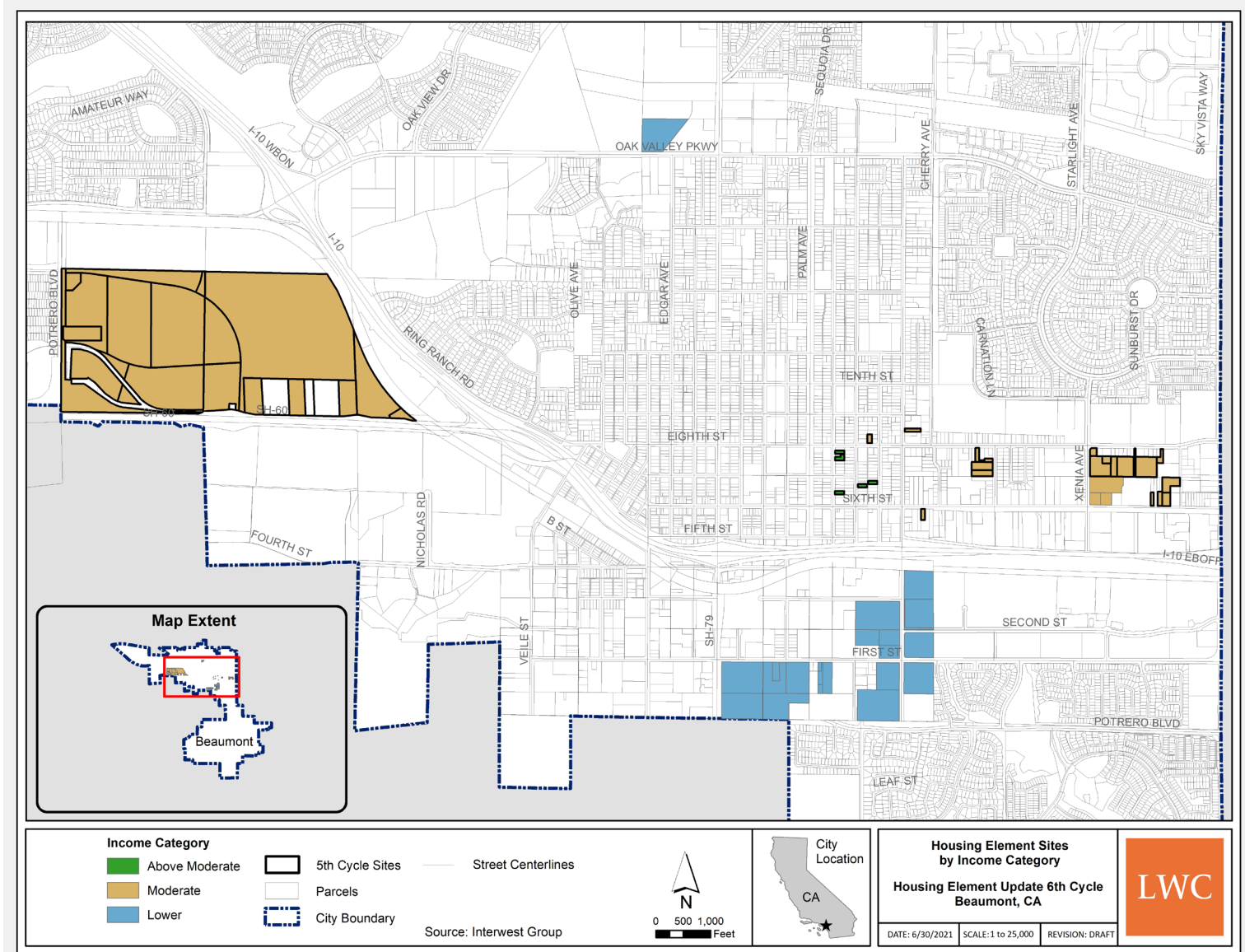
The comment period for the IS/MND begins on September 13, 2023, and closes at 5:00 PM on October 13, 2023. Please submit comments in writing to CKendrick@beaumontca.gov or to:

Carole Kendrick, Planning Manager City of Beaumont
Planning Department 550 E. 6th Street Beaumont, CA 92223

Intent to Consider Adoption of MND: On October 25, 2023, at 6:00 pm, the City of Beaumont Planning Commission will conduct a public hearing to provide a recommendation to the City Council to consider adoption of a Mitigated Negative Declaration for the Proposed Project pursuant to CEQA. On November 7, 2023, at 6:00 pm, the City of Beaumont City Council will conduct a public hearing to consider the adoption of a Mitigated Negative Declaration for the Proposed Project pursuant to CEQA. The hearing will be held at the Beaumont Civic Center, 550 E. 6th Street, Beaumont, California 92223.

The Press-Enterprise
Published: 9/13/23

Figure B-1: 6th Cycle Housing Element Site Inventory Map by Income Category





California Levine Act Statement

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any Beaumont City Council Member from participating in any action related to a contract or application if he or she receives any political contributions totaling more than \$250 within the previous twelve months, and for three months following the date a final decision from the business or applicant.

The Levine Act also requires a member of the Beaumont City Council who has received such a contribution to disclose the contribution on the record of the proceeding.

Current Beaumont City Council Members are listed at:

<https://www.beaumontca.gov/29/City-Council>

Proposers are responsible for accessing this link to review the names prior to answering the following questions.

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any Beaumont City Council Member in the 12 months preceding the date of the submission of your proposal or application, or the anticipated date of any Council action?

YES If yes, please identify the Council Member(s):

NO

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to any Beaumont City Council Member in the 12 months following any Council action related to your proposal or application?

YES If yes, please identify the Council Member(s):

NO

Answering yes to either of the two questions above does not preclude the Beaumont City Council from awarding a contract or approving an application or any subsequent action. It does however, preclude the identified Council Member(s) from participating in any actions related to your proposal or application.

11/1/2023

Date

DocuSigned by:

Paul Oruffer

41D565487C39465

Signature of authorized individual
Beaumont Land Partners, LLC

Company/Applicant Name



Staff Report

TO: City Council
FROM: Kari Mendoza, Administrative Services Director
DATE: November 7, 2023
SUBJECT: Public Hearing to Amend Sections 2.08.100 and 2.08.150 of the Beaumont Municipal Code Pertaining to Compensation of the City Council, City Treasurer and City Clerk Following the Adoption of Senate Bill 329

Description Staff was directed by City Council on October 3, 2023, to prepare a draft ordinance amending the salaries of members of the City Council, the City Treasurer and the City Clerk aligning with Senate Bill 329 and applicable law.

Background and Analysis:

City Council Members Salary

On August 16, 2011, City Council adopted Ordinance No. 999 which set the salary for members of the Council. As set forth in Beaumont Municipal Code section 2.08.100, members of the Council shall receive a salary of \$400.00 per month. Further, the salary of Council members may be increased by ordinance or by an amendment in an amount up to 5% for each calendar year from the operative date of the last salary adjustment in effect. Council compensation was last adjusted on September 16, 2011, and the current monthly salary is \$400.

On June 29, 2023, California Governor Gavin Newsom signed Senate Bill 329 ("SB 329"). SB 329 allows cities an opportunity to adjust City Council salaries to take into account inflation, the work performed as well as the time dedicated by local government officials, and the need to ensure that people are not discouraged from seeking city office due to the low pay and high demands of that office.

On October 3, 2023, the City Council received a report on SB 329 and relevant California law and impacts on compensation of Council members. At the conclusion of the City Council's discussion, staff was directed by consensus to bring back an ordinance to codify the SB 329 compensation changes to effectuate the purposes of the bill and relevant State law.

Government Code section 36516(a), as adopted in 1984, set certain defined salary limits for City Council members in general law cities depending on the size of a city's residential population. Pursuant to SB 329, the new base salary amount for Council members in Beaumont and all other cities of 50,000 to 75,000 population may be up to \$1,600 per month. A full analysis of SB 329 is in the October 3, 2023, staff report attached hereto as Attachment "B".

State Senator Bill Dodd, the author of SB 329, issued a statement that the new salary limits of Government Code section 36516(a) would reflect the important work done by City Council members, take into account the impacts of inflation and economic realities on those who serve as City Council members, and encourage more persons to consider service as Council members by making the compensation more reflective of the time and work being performed. In light of this and recognizing that under Government Code section 36516.5 no increase will go into effect until after the next City Council election, the City Council deemed it appropriate to bring forth an ordinance to increase City Council salaries to comport with new statewide limits. Staff will return every two years for consideration of any future adjustments bound by the existing formula set forth in Government Code section 36516, as allowed by state law and at the discretion of City Council.

City Clerk and City Treasurer Salary

On August 21, 2018, the City Council adopted Ordinance No. 1102 which set the salary for the City Treasurer and City Clerk. As set forth in Beaumont Municipal Code section 2.08.150, the City Treasurer and City Clerk shall receive a salary of \$140.00 per month.

As stated on October 3, 2023, in the report received by the City Council, based on the duties of the City Treasurer and City Clerk as set forth in Beaumont Municipal Code sections 2.08.120 and 2.08.160, respectively, and the work performed and time dedicated by these elected officials, it is proper for City Council to consider a monthly salary up to the amount considered/set for Council members. The city attorney's office has advised staff that it is fair and reasonable to consider a proportional increase to the City Clerk and City Treasures salaries to a competent level that a reasonable and qualified person would accept and therefore encourage participation.

In compliance with Government Code section 36516.5, the increase would go into effect upon the seating of those persons elected in the 2024 general election.

Fiscal Impact:

Future budgets will reflect the increase in City Council, City Treasurer and City Clerk salaries. The cost to prepare this staff report was \$1,050.

Classification	Current Monthly Salary	Proposed Monthly Salary
City Council	\$ 400.00	\$ 1,600.00
City Treasurer	\$ 140.00	\$ 560.00
City Clerk	\$ 140.00	\$ 560.00

Recommended Action:

Hold a Public Hearing, and

Waive the full first reading and approve by title only, “An Ordinance of the City Council of the City of Beaumont, California, Amending Title 2, Chapter 2.08, Section 2.08.100 – ‘City Council—Salaries’ and Section 2.08.150 – ‘City Treasurer and City Clerk—Salaries’ of the Beaumont Municipal Code”.

Attachments:

- A. Ordinance
- B. October 3, 2023 Staff Report
- C. Senate Bill 329 Text
- D. Senate Bill 329 Floor Analysis
- E. California Attorney General Opinion, 84 Ops. Cal. Atty. Gen. 13, January 24, 2001

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA, AMENDING TITLE 2, CHAPTER 2.08, SECTION 2.08.100 - “CITY COUNCIL—SALARIES” AND SECTION 2.08.150 - “CITY TREASURER AND CITY CLERK—SALARIES” OF THE BEAUMONT MUNICIPAL CODE

WHEREAS, section 2.08.100 - “City Council—Salaries” permits Council members to receive compensation for their service, as provided by general law, in the base amount of \$400 per month; and

WHEREAS, sections 36516 and 36516.5 of the California Government Code authorizes Council members to be paid a monthly salary for their service in accordance with those provisions; and

WHEREAS, section 2.08.150 - “City Treasurer and City Clerk—Salaries” authorizes the City Treasurer and City Clerk to receive compensation for their service in the base amount of \$140 per month; and

WHEREAS, section 36517 of the California Government Code provides that the salaries of the City Treasurer and City Clerk shall be fixed by ordinance or resolution; and

WHEREAS, pursuant to section 2.08.100 of the Beaumont Municipal Code, the salary of Council members may be increased by ordinance or by an amendment, in an amount of up to 5% for each calendar year from the operative date of the last salary adjustment in effect when the ordinance or amendment was enacted; and

WHEREAS, on June 29, 2023, the California Governor signed into law Senate Bill 329 regarding City Council compensation; and

WHEREAS, Senate Bill 329 was adopted to permit the adjustment of City Council salaries to reflect the important work done by City Council members, to take into account the impacts of inflation and economic realities on those who serve as City Council members, and to encourage more persons to consider service as Council members by making the compensation more reflective of the time and work being performed; furthermore, Senate Bill 329 provides new formulas for periodic adjustment to City Council salaries; and

WHEREAS, based on the duties of the City Treasurer and City Clerk as set forth in Beaumont Municipal Code sections 2.08.120 and 2.08.160, respectively, and the work performed and time dedicated by these elected officials, it is proper for City Council to consider a monthly salary up to the amount considered/set for Council members; and

WHEREAS, the City Council reviewed and discussed the purpose and impacts of Senate Bill 329 and relevant California law on the future governance of the City of Beaumont at its October __, 2023 meeting; and

WHEREAS, under Senate Bill 329, the salaries for the City Council of the City of Beaumont, and similarly, the salaries of the City Treasurer and City Clerk, may be set at \$1,600 per month based on the City’s population; and

WHEREAS, pursuant to Government Code section 36516.5, elected officer salary increases set forth herein may take effect only when at least one member of the Council commences a new term.

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

SECTION 1. CEQA. The City Council finds that the actions contemplated by this Ordinance are exempt from the California Environment Quality Act ("CEQA") pursuant to Section 15060 (c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 1560(c)(3) (the activity is not project as defined in Section 15378) of the CEQA Guidelines, California Code Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

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

SECTION 3. The City Council hereby amends Section 2.08.100 - "City Council—Salaries" of the Beaumont Municipal Code as follows:

Pursuant to section 36516 of the Government Code of the State of California, each member of the City Council shall receive as salary the sum of One Thousand Six Hundred Dollars (\$1,600) per month, with such adjustments as may be permitted from time to time by State law. Such salaries shall be payable at the same time and in the same manner as salaries are paid to other officers and employees of the City . A City Council member may waive any or all of the compensation. .

SECTION 4. The City Council hereby amends Section 2.08.150 - "City Treasurer and City Clerk—Salaries" of the Beaumont Municipal Code as follows:

The office holders of City Treasurer and City Clerk shall each receive a salary of \$1,600.00 per month, to be paid at the same time and in the same manner as salaries are paid to other officers and employees of the City. The salary may be increased by ordinance or by amendment thereto, in an amount approved by City Council pursuant to Government Code Section § 36517. The City Treasurer and/or City Clerk may waive any or all of the compensation.

SECTION 5. Effective Date and Publication. The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and cause the same or a summary thereof to be published within 15 days after adoption in accordance with Government Code Section 36937.

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

INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Beaumont, California, held on the ____ day of _____ 2023 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Beaumont, California, held on this ____ day of _____ 2023.

AYES:
NOES:
ABSENT:
ABSTAIN:

Julio Martinez, III, Mayor

ATTEST: _____
City Clerk

Approved as to form:

John O. Pinkney, City Attorney



Staff Report

TO: City Council
FROM: Kari Mendoza, Administrative Services Director
DATE: October 3, 2023
SUBJECT: Discussion Regarding Amending Sections 2.08.100 and 2.08.150 of the Beaumont Municipal Code Pertaining to Compensation of the City Council, City Treasurer and City Clerk Following the Adoption of Senate Bill 329

Description Give staff direction regarding potential changes to the salaries of members of the City Council, the City Treasurer and the City Clerk through an ordinance aligning with Senate Bill 329 and applicable law.

Background and Analysis:

On August 16, 2011, City Council adopted Ordinance No. 999 which set the salary for members of the Council. As set forth in Beaumont Municipal Code section 2.08.100, members of the Council shall receive a salary of \$400.00 per month. Further, the salary of Council members may be increased by ordinance or by an amendment in an amount up to 5% for each calendar year from the operative date of the last salary adjustment in effect. Council compensation was last adjusted on September 16, 2011, and the current monthly salary is \$400.

On June 29, 2023, California Governor Gavin Newsom signed Senate Bill 329 (“SB 329”). SB 329 allows cities an opportunity to adjust City Council salaries to take into account inflation, the work performed and the time dedicated by local government officials, and the need to ensure that people are not discouraged from seeking city office due to the low pay and high demands of that office.

On August 21, 2018, the City Council adopted Ordinance No. 1102 which set the salary for the City Treasurer and City Clerk. As set forth in Beaumont Municipal Code section 2.08.150, the City Treasurer and City Clerk shall receive a salary of \$140.00 per month.

Government Code section 36516(a), as adopted in 1984, set certain defined salary limits for City Council members in general law cities depending on the size of a city’s residential population. Government Code section 36516(c) allows for increases in Council compensation to be authorized by an ordinance or an amendment to an ordinance, but the amount of increase could not exceed an amount equal to five percent

(5%) for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment was enacted, no matter the amount of that prior adjustment.

State Senator Bill Dodd, the author of SB 329, stated (Attachment "B"):

City Councilmembers have one of the hardest jobs in California government. They deal with a wide range of issues, from street maintenance to emergency response duties. And all too often, they do this job with very little financial compensation. No one runs for City Council in order to make money. But the low levels of pay make it much harder for them to balance their careers and personal obligations with the calling to serve their community. The Legislature has not raised the base pay amounts for City Councilmembers since 1984. It's time those amounts caught up to the present economic reality, especially with the rapid increase in inflation we've seen recently. Raising the pay will also make it easier for members of marginalized communities to serve. City Councils should be reflective of the communities they represent, and I believe raising their compensation is an important step to achieving that equitable outcome.

Before the adoption of SB 329, Government Code section 36516 set the monthly salaries for Council members of cities having populations between 35,000 and 50,000 in an amount up to \$400. The City of Beaumont adopted the \$400 monthly salary based on the local population in 2011. According to the U.S. Census Bureau, the estimated population of Beaumont as of July 1, 2022, was 56,349. Now, under SB 329, the new base pay amount for members of Council in Beaumont and all other cities having populations between 50,000 and 75,000 may be in an amount up to \$1,600 per month. In addition, SB 329 provides that the salary may be adjusted in an amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index, which shall not exceed 10% for each calendar year. Instead of using the CPI, the salary may be adjusted in an amount equal to 5% for each calendar year from the operative date of the last adjustment of the salary (this amends current language in the Government Code).

SB 329 requires that an ordinance to increase Council member compensation (1) be considered in an open session, (2) be considered during at least two regular meetings. In addition, there must be at least 7 days between the introduction and adoption of the ordinance.

The effective date of SB 329 is January 1, 2024. However, please note that pursuant to Government Code section 36516.5, any Council salary increase may take effect only when at least one member of the Council commences a new term.

Application to the Salaries of the City Treasurer and City Clerk:

In 2001, the California Attorney General reviewed salaries of elected City Treasurers which analysis would arguably be applicable to elected City Clerks. (84 Ops. Cal. Atty. Gen. 13; Attachment “C”.) In particular, the Attorney General considered if the amount of compensation for an elected city treasurer of a general law city could be set at the same amount received by members of the city council as prescribed by law. The Attorney General concluded that the amount of compensation for an elected city treasurer of a general law city could be set at the same amount received by members of the city council. The Attorney General stated, “A city council is not authorized to set the salary for a city office at so low a figure that no competent person would accept the office. Such a minimal amount would, in effect, abolish the office contrary to intent of the Legislature.” (*Mitchell v. Walker*, 140 Cal.App.2d 239, 243.)

Based on the duties of the City Treasurer and City Clerk as set forth in Beaumont Municipal Code sections 2.08.120 and 2.08.160, respectively, and the work performed and time dedicated by these elected officials, it is proper for City Council to consider a monthly salary up to the amount considered/set for Council members.

An ordinance adopted by Council should state that a Council member, City Treasurer or City Clerk may waive any or all of the compensation and would be effective after the City’s General Municipal Election in 2024.

In light of changes in State law (i.e., SB 329), this matter is being brought to the City Council for discussion and direction.

The City Council’s action to direct staff regarding the potential for a change to City Council, City Treasurer and City Clerk salaries is consistent with principles of fairness, among other things. According to Carolyn Coleman, CEO of the League of California Cities, “Cal Cities is proud to sponsor this important legislation that lessens barriers for those interested in governing at the local level. This overdue reform is another tool communities can choose to use that can help ensure our city councils are reflective of the residents who live, work, and play in their communities.”

Fiscal Impact:

Future budgets would reflect any increase in City Council, City Treasurer and City Clerk salaries.

<u>Classification</u>	<u>Current Monthly Salary</u>	<u>Proposed Monthly Salary</u>
City Council	\$ 400.00	\$ 1,600.00
City Treasurer	\$ 140.00	\$ 560.00
City Clerk	\$ 140.00	\$ 560.00

Recommended Action:

Increase City Council salaries to \$1,600.00 per month in accordance with SB 329.

Increase City Treasurer and City Clerk salaries proportionately to \$560.00 per month.

Attachments:

- A. Senate Bill 329 Text
- B. Senate Bill 329 Floor Analysis
- C. California Attorney General Opinion, 84 Ops. Cal. Atty. Gen. 13, January 24, 2001

36516. (a) (1) A city council may enact an ordinance providing that each member of the city council shall receive a salary based on the population of the city as set forth in paragraph (2).

(2) The salaries approved by ordinance under paragraph (1) shall be as follows:

(A) In cities up to and including 35,000 in population, up to and including nine hundred fifty dollars (\$950) per month.

(B) In cities over 35,000 up to and including 50,000 in population, up to and including one thousand two hundred seventy-five dollars (\$1,275) per month.

(C) In cities over 50,000 up to and including 75,000 in population, up to and including one thousand six hundred dollars (\$1,600) per month.

(D) In cities over 75,000 up to and including 150,000 in population, up to and including one thousand nine hundred dollars (\$1,900) per month.

(E) In cities over 150,000 up to and including 250,000 in population, up to and including two thousand five hundred fifty dollars (\$2,550) per month.

(F) In cities over 250,000 population, up to and including three thousand two hundred dollars (\$3,200) per month.

(3) For the purposes of this subdivision, the population of a city shall be determined by the last preceding federal census, or a subsequent census, or estimate validated by the Department of Finance.

(4) The salary of council members may be increased beyond the amount provided in this subdivision by an ordinance or by an amendment to an ordinance, but the amount of the increase shall not exceed the greater of either of the following:

(A) An amount equal to 5 percent for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted.

(B) An amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index, which shall not exceed 10 percent for each calendar year.

(5) No ordinance shall be enacted or amended to provide automatic future increases in salary.

(b) Notwithstanding subdivision (a), at any municipal election, the question of whether city council members shall receive a salary for services, and the amount of that salary, may be submitted to the electors. If a majority of the electors voting at the election favor it, all of the council members shall receive the salary specified in the election call. The salary of council members may be increased beyond the amount provided in this section or decreased below the amount in the same manner.

(c) Unless specifically authorized by another statute, a city council may not enact an ordinance providing for compensation to city council members in excess of that authorized by the procedures described in subdivisions (a) and (b). For the purposes of this section, compensation includes payment for service by a city council member on a commission, committee, board, authority, or similar body on which the city council member serves. If the other statute that authorizes the compensation does not specify the amount of compensation, the maximum amount shall be one hundred fifty dollars (\$150) per month for each commission, committee, board, authority, or similar body.

(d) Any amounts paid by a city for retirement, health and welfare, and federal social security benefits shall not be included for purposes of determining salary under this section, provided that the same benefits are available and paid by the city for its employees.

(e) Any amounts paid by a city to reimburse a council member for actual and necessary expenses pursuant to Section 36514.5 shall not be included for purposes of determining salary pursuant to this

section.

(f) A city council member may waive any or all of the compensation permitted by this section.

(g) (1) For the purposes of this section, a city council shall consider the adoption of an ordinance to increase compensation in open session during at least two regular meetings of the city council.

(2) At the first meeting, the city council shall present the proposed ordinance, which shall include findings demonstrating the need for the increased compensation. The ordinance shall not be adopted at the first meeting.

(3) At least seven days after the first meeting, the city council shall hold a second meeting to consider whether to adopt the ordinance.

SENATE THIRD READING
SB 329 (Dodd)
As Amended April 24, 2023
Majority vote

SUMMARY

Makes changes to the amount of compensation certain city council members may receive.

Major Provisions

- 1) Increases the compensation city council members can generally receive to the following amounts:
 - a) In cities up to and including 35,000 in population, up to and including \$950, instead of \$300, per month.
 - b) In cities over 35,000 up to an including 50,000 in population, up to and including \$1,275, instead of \$400, per month.
 - c) In cities over 50,000 up to and including 75,000 in population, up to and including \$1,600, instead of \$500, per month.
 - d) In cities over 75,000 up to 150,000 in population, up to and including \$1,900, instead of \$600, per month.
 - e) In cities over 150,000 up to and including 250,000 in population, up to and including \$2,550, instead of \$800, per month.
 - f) In cities over 250,000 population, up to and including \$3,200, instead of \$1,000, per month.
- 2) Specifies that the salary of council members may be increased beyond the above amounts by an ordinance or by an amendment to an ordinance, but the amount of the increase shall not exceed the *greater of either* of the following:
 - a) An amount equal to 5% for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted.
 - b) An amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index, which shall not exceed 10% for each calendar year.
- 3) Requires a city council to consider the adoption of an ordinance to increase compensation in open session during at least two regular meetings of the city council.
- 4) Specifies that at the first meeting, the city council shall present the proposed ordinance, which shall include findings demonstrating the need for the increased compensation. The ordinance shall not be adopted at the first meeting.
- 5) Provides that, at least seven days after the first meeting, the city council shall hold a second meeting to consider whether to adopt the ordinance to increase compensation.

COMMENTS

- 1) *Background.* California cities fall into one of two types: general law or charter cities. The California Constitution allows cities that adopt charters to control their own "municipal affairs." In all other matters, charter cities must follow the general, statewide laws. City charters specify the governance structure of the city, including the number of officers and their compensation. Unlike charter cities, general law cities must follow all general, statewide laws, including the compensation of their officers. State law allows city councils to enact an ordinance to provide their city council members with a salary and salaries are limited based on the city's population.

The Legislature last adjusted these amounts and populations in 1984 [AB 2281 (Hauser), Chapter 100, Statutes of 1984]. The city can enact an ordinance to increase city council salaries beyond these amounts, but the increase cannot exceed 5% for each calendar year from the last salary adjustment, and no ordinance can provide for automatic future increases. The city can also increase or decrease these salaries in any amount by submitting a measure to the voters.

- 2) *Previous Legislation.* AB 701 (De La Torre) of 2007 would have increased the maximum amount of salary a city council member may receive per month, as specified. This bill was vetoed by Governor Schwarznegger saying, "This bill allows for various methods for the doubling of the compensation paid to city council members. One of these methods is the simple passage of an ordinance by the very council members who will receive the higher compensation. Our city councils are one of our society's most direct links between citizens and their government. Therefore, the citizens must be given the opportunity to decide through a vote of the people whether their city council members should be compensated at a higher rate. Under this bill, the compensation can be increased one-hundred percent without such a vote. Current law already provides reasonable flexibility for cities to increase the compensation if its citizens see fit."

According to the Author

According to the author, "City Councilmembers have one of the hardest jobs in California government. They deal with a wide range of issues, from street maintenance to emergency response duties. And all too often, they do this job with very little financial compensation. No one runs for City Council in order to make money. But the low levels of pay make it much harder for them to balance their careers and personal obligations with the calling to serve their community. The Legislature has not raised the base pay amounts for City Councilmembers since 1984. It's time those amounts caught up to the present economic reality, especially with the rapid increase in inflation we've seen recently. Raising the pay will also make it easier for members of marginalized communities to serve. City Councils should be reflective of the communities they represent and I believe raising their compensation is an important step to achieving that equitable outcome."

Arguments in Support

According to the League of California Cities, "Existing law sets a pay schedule that must be approved by the City Council through an ordinance or by the voters as a ballot measure. These amounts are determined by the population size of a city and set by state law. The lowest tier is cities up to 35,000 in population, with compensation up to three hundred dollars (\$300) per month. The highest tier is cities over 250,000 population, up to one thousand dollars (\$1,000) per

month. However, these amounts have not been adjusted since 1984 despite significant increases in the cost of living.

"Lengthy time commitments and limited pay discourage many, especially low-income residents, single parents, people of color, and young people, from running for public office. For many, being a council member is a full-time commitment with part-time pay.

"Cal Cities is proud to sponsor this important legislation that lessens barriers for those interested in governing at the local level. This overdue reform is another tool communities can choose to use that can help ensure our city councils are reflective of the residents who live, work, and play in their communities."

Arguments in Opposition

None on file.

FISCAL COMMENTS

None

VOTES

SENATE FLOOR: 34-0-6

YES: Allen, Alvarado-Gil, Archuleta, Ashby, Atkins, Becker, Bradford, Caballero, Cortese, Dahle, Dodd, Durazo, Eggman, Gonzalez, Grove, Hurtado, Laird, Limón, McGuire, Menjivar, Min, Newman, Niello, Padilla, Portantino, Roth, Rubio, Seyarto, Skinner, Smallwood-Cuevas, Stern, Umberg, Wahab, Wiener

ABS, ABST OR NV: Blakespear, Glazer, Jones, Nguyen, Ochoa Bogh, Wilk

ASM LOCAL GOVERNMENT: 8-0-0

YES: Aguiar-Curry, Dixon, Boerner, Pacheco, Ramos, Robert Rivas, Waldron, Wilson

UPDATED

VERSION: April 24, 2023

CONSULTANT: Jimmy MacDonald / L. GOV. / (916) 319-3958

FN: 0001063

2001 Cal. AG LEXIS 3

Office of the Attorney General of the State of California

84 Ops. Cal. Atty. Gen. 13

CA Attorney General Opinions

Reporter

2001 Cal. AG LEXIS 3 *; 84 Ops. Cal. Atty. Gen. 13 **

No. 00-905

January 24, 2001

Core Terms

city, ordinance, city treasurer, elect, city council, section, electorate, month, has, amount of compensation, salary, legislative body, dollar, city council member, statutory authority, initiative measure, member of the city council

Question

[*1]

THE HONORABLE EDWARD VINCENT, MEMBER OF THE STATE SENATE, has requested an opinion on the following questions:

1. Who has the statutory authority to set the amount of compensation for an elected city treasurer of a general law city?
2. May an initiative measure, by ordinance, set the amount of compensation for an elected city treasurer of a general law city at the same amount received by members of the city council as prescribed by law?

CONCLUSIONS

1. The city council has the statutory authority to set the amount of compensation for an elected city treasurer of a general law city.
2. An initiative measure, by ordinance, may set the amount of compensation for an elected city treasurer of a general law city at the same amount received by members of the city council as prescribed by law.

Opinion By: BILL LOCKYER, Attorney General; CLAYTON P. ROCHE, Deputy Attorney General

Opinion

[**13] ANALYSIS

General law cities in California are those that do not have their own municipal charters. They are subject to all the laws enacted by the Legislature as set forth in section 7 of article XI of the Constitution: "A . . . city may make and enforce within its limits all local, police, sanitary, and other ordinances and [*2] regulations not in conflict with general laws." (See [Irwin v. City of Manhattan Beach \(1966\) 65 Cal.2d 13, 20](#); [Cerini v. City of Cloverdale \(1987\) 191 Cal.App.3d 1471, 1476-1477](#).)

The two questions presented for resolution concern the amount of compensation to be received by an elected city treasurer of a general law city. Who has the statutory authority to set the amount, and may an initiative measure approved by the city's electorate establish the amount at the same level received by city council members?

1. Statutory Authority to Set Compensation

The "general law" that controls the setting of compensation for elected city treasurers of general law cities is [Government Code section 36517](#).¹ [*14] Section 36517 states: "The city clerk and the city treasurer shall receive, at stated times, a compensation fixed by ordinance or resolution."²

[*3]

The entity that has the statutory authority to adopt ordinances and resolutions is the city council. Ordinances and resolutions are legislative acts (see [DeVita v. County of Napa \(1995\) 9 Cal.4th 763, 787-788, fn. 9](#); [County of Del Norte v. City of Crescent City \(1999\) 71 Cal.App.4th 965, 979-980](#); [ABS Institute v. City of Lancaster \(1994\) 24 Cal.App.4th 285, 295](#); [Midway Orchards v. County of Butte \(1990\) 220 Cal.App.3d 765, 773-775](#)), which the city council is authorized to adopt as the "legislative body" of the city. "The legislative body may pass ordinances not in conflict with the Constitution and laws of the State or the United States." (§ 37100.) "As used in [sections 34000-45345], 'legislative body' means board of trustees, city council, or other governing body of a city." (§ 34000.) "The enacting clause of ordinances shall be: 'The city council of the City of ___ does ordain as follows:.'" (§ 36931.)

In [43 Ops. Cal. Atty. Gen. 119 \(1964\)](#), we examined the language of section 36517 and found that the reference to "compensation fixed [*4] by ordinance" meant that "the compensation of a city clerk is thus established by the city council." (*Id. at p. 120*.) Although section 36517 has been amended since our 1964 opinion to add "or resolution" (Stats. 1971, ch. 275, § 1), it is still only the city council, as the legislative body of the city, which can set the amount of compensation under the terms of the statute.³

We thus conclude in answer to the first question that the city council has the statutory authority to set the amount of compensation for an elected city treasurer of a general law city.

2. Compensation Set by Initiative Measure

Section 11 of article II of the Constitution provides in part: "Initiative and referendum powers may be exercised by the [*5] electors of each city or county under procedures that the Legislature shall provide." The initiative power allows the electorate to propose laws, while the referendum power may be used by the electorate to reject laws. ([Cal. Const., art. II, §§ 8-9](#); [Rossi v. Brown \(1995\) 9 Cal.4th 688, 695-696](#); [73 Ops. Cal. Atty. Gen. 255, 256 \(1990\)](#).) The Legislature has provided procedures for the exercise of [*15] the initiative power by the electors of general law cities. ([Elec. Code, §§ 9200-9226](#).)

It is commonly recognized "that the local electorate's right to initiative . . . is generally co-extensive with the legislative power of the local governing body. [Citation]." ([DeVita v. County of Napa, supra, 9 Cal.4th at p. 775](#); see

¹ All references hereafter to the Government Code are by section number only.

² The office of city treasurer may become an appointive office by vote of the electorate. (§§ 36508-36510.) In such case, the compensation of the appointive city treasurer is set by ordinance or resolution of the city council. (§ 36506.)

³ The city council could not delegate its legislative function to some other entity or person. (See [Birkenfeld v. City of Berkeley \(1976\) 17 Cal.3d 129, 167](#); [Kugler v. Yocum \(1968\) 69 Cal.2d 371, 375-376](#).)

Gibbs v. City of Napa (1976) 59 Cal.App.3d 148, 157; 62 Ops.Cal.Atty.Gen. 90, 91 (1979).) Accordingly, "absent a clear showing of the Legislature's intent to the contrary, . . . legislative decisions of a city council . . . are subject to initiative and referendum." [*6] (*Voters for Responsible Retirement v. Board of Supervisors* (1994) 8 Cal.4th 765, 777.) The fixing of compensation of local officials is a legislative act (see *Bagley v. City of Manhattan Beach* (1976) 18 Cal.3d 22, 25; *Kugler v. Yocum, supra*, 69 Cal.2d at p. 374), which the electorate may set through an initiative measure (*Rossi v. Brown, supra*, 9 Cal.4th at pp. 696-697; *Spencer v. City of Alhambra* (1941) 44 Cal.App.2d 75, 78-79).⁴

Although the Legislature, as part of its powers to preempt all local legislation in matters of statewide concern, may restrict the initiative power of a city's electorate (see *DeVita v. County of Napa, supra*, 9 Cal.4th at p. 776; *Voters for Responsible Retirement v. Board of Supervisors, supra*, 8 Cal.4th at p. 779; [*7] *Committee of Seven Thousand v. Superior Court* (1988) 45 Cal.3d 491, 511-512; *Simpson v. Hite* (1950) 36 Cal.2d 125, 133-134; *Housing Authority v. Superior Court* (1950) 35 Cal.2d 550, 557-558), it has not done so in the language of section 36517. In particular, the reference in the statute to "compensation fixed by ordinance or resolution" does not prohibit the voters' exercise of the initiative power under the Election Code procedures fashioned by the Legislature. (See *DeVita v. County of Napa, supra*, 9 Cal.4th at pp. 787-788, fn. 9.)

Having determined that the voters may set the compensation of an elected city treasurer, we consider the remaining part of the question whether the compensation may be set at the same level of compensation received by members of the city council as prescribed by law. With respect to the salary of city council members, section 36516 is the governing law, and it provides:

"(a) A city council may enact an ordinance providing that each member of the city council shall receive a salary, the amount of which shall be determined by the [*8] following schedule:

[**16] "(1) In cities up to and including 35,000 in population, up to and including three hundred dollars (\$ 300) per month.

"(2) In cities over 35,000 up to and including 50,000 in population, up to and including four hundred dollars (\$ 400) per month.

"(3) In cities over 50,000 up to and including 75,000 in population, up to and including five hundred dollars (\$ 500) per month.

"(4) In cities over 75,000 up to and including 150,000 in population, up to and including six hundred dollars (\$ 600) per month.

"(5) In cities over 150,000 up to and including 250,000 in population, up to and including eight hundred dollars (\$ 800) per month.

"(6) In cities over 250,000 population, up to and including one thousand dollars (\$ 1,000) per month.

"For the purposes of this section the population shall be determined by the last preceding federal census, or a subsequent census, or estimate validated by the Department of Finance.

"(b) At any municipal election, the question of whether city council members shall receive compensation for services, and the amount of compensation, may be submitted to the electors. If a majority of the electors voting at the election favor it, all of the [*9] council members shall receive the compensation specified in the election call. Compensation of council members may be increased beyond the amount provided in this section or decreased below the amount in the same manner.

"(c) Compensation of council members may be increased beyond the amount provided in this section by an ordinance or by an amendment to an ordinance but the amount of the increase may not exceed an amount equal to 5 percent for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted. No salary ordinance shall be enacted or amended which provides for automatic future increases in salary.

⁴We note that the Legislature has expressly authorized a city's electorate to set the amount of compensation for city council members. (§ 36516 subd. (b).)

"(d) Any amounts paid by a city for retirement, health and welfare, and federal social security benefits shall not be included for purposes of determining salary under this section provided the same benefits are available and paid by the city for its employees."

[**17] Accordingly, city council members may receive a salary of \$ 300 to \$ 1,000 per month, depending upon the size of the city. (§ 36516, subd. (a).) The statutory amounts may be exceeded by a vote of the electorate (§ 36516, subd. (b)) and by annual [*10] adjustments (§ 36516, subd. (c)). We are particularly asked whether the electorate may set the salary of an elected city treasurer at the sum of \$ 600 per month, the same as received by council members under the terms of section 36516.

If a city council could not set an elected city treasurer's compensation at the \$ 600 per month level, the electorate may not either. As stated in *Mitchell v. Walker (1956) 140 Cal.App.2d 239, 243*: "It is only legislation that may be enacted by the legislative body itself which may be the subject of an initiative proceeding. That is to say, an initiative law must constitute such legislation as the legislative body to which it is presented for adoption might itself initiate and enact. [Citations.]"

A city council, and thus the electorate, is not authorized to set the salary for a city office at so low a figure that no competent person would accept the office. Such a minimal amount would, in effect, abolish the office contrary to intent of the Legislature. (*Mitchell v. Walker, supra, 140 Cal.App.2d at p. 243.*) As explained by the Supreme Court in *De Merritt v. Weldon (1908) 154 Cal. 545, 549-553*, [*11] upholding the decision of the Board of Trustees of the City of Ukiah in reducing the salary of the marshal from \$ 60 to \$ 10 per month:

"It may be conceded that where the state legislature has seen fit to determine by lawful act that a municipality shall have a certain designated officer to perform duties specified in the act, who shall be paid for his services a compensation, which compensation shall be fixed by the legislative body of the town,—in this case the board of trustees,—such legislative body of the town may not effectually provide that there shall be no compensation at all, or practically destroy the office by fixing the compensation at so low a figure that no one will discharge the duties thereof for the compensation fixed. Such a provision by the trustees would appear to be in conflict with the act of the state legislature, and therefore void. . . . But except for this limitation, the power of the body to whom the fixing of the compensation in such a case is delegated is absolute. It is required to fix a reasonable compensation for the services to be rendered, it is true, but the question what is such a reasonable compensation is addressed solely to it, and not [*12] to the courts [citation], and however much a court may disagree [**18] with the conclusion of the legislative body that a designated sum is reasonable, it may not interfere. . . .

"We are thus brought to a consideration of the question whether the amount of compensation fixed by the ordinance under consideration is so small that the act of the trustees can be held to be a practical abolition of the office of marshal, in that no competent person can be found to perform the duties thereof for that compensation. We are satisfied that no such conclusion is warranted by the facts that may be considered. . . . There is nothing in the Municipal Corporation Act requiring that the marshal devote all his time to the duties of his office, and there is nothing in the evidence warranting the inference that a proper discharge of the duties of that office in Ukiah City imposed on him by the state law would occupy all his time or even interfere to any material extent with the conduct by him of some other business or calling. . . . While we may feel that one hundred and twenty dollars per annum is not a reasonable compensation for the performance of these duties, and would fix a larger sum if it were within [*13] our province to determine what would be reasonable, we cannot hold, and the trial court was not warranted in holding, that the act of the trustees in fixing that amount was tantamount to the destruction of the office of marshal, in that no competent person would perform the duties for any such amount. It must therefore be held that the action of the trustees was a lawful exercise of the power confided to them to fix the compensation of the marshal, not in conflict with the law of the state. It follows that the marshal can recover only the salary so fixed."

We have examined the statutory duties of an elected city treasurer. (§§ 41000-41005.) He or she is to safely keep any money received (§ 41001), comply with all laws governing the deposit and securing of public funds (§ 41002), pay out only those warrants signed by legally designated persons (§ 41003), submit a monthly report to the city

clerk (§ 41004), and collect license fees and taxes (§ 41005). These duties do not necessarily require the city treasurer's full-time attention, especially if the city has a finance department responsible for performing the financial affairs of the city. As in *De Merrett*, we believe that a [*14] competent person would accept the office of city treasurer where the compensation is set at the same level received by city council members.⁵

[**19] In answer to the second question, therefore, we conclude that an initiative measure may, by ordinance, set the amount of compensation for an elected city treasurer of a general law city at the same amount received by members of the city council as prescribed by law.

Load Date: 2014-10-04

CA Attorney General Opinions

End of Document

⁵ While we believe \$ 600 per month would not have the effect of abolishing the office, we are not called upon herein to speculate what lower amount would have such effect.



Staff Report

TO: City Council
FROM: Nicole Wheelwright, Deputy City Clerk
DATE: November 7, 2023
SUBJECT: Appointment to the Vacant Seats of the Beaumont Planning Commission

Description Consideration of applicants to the partial-term vacancies on the Planning Commission.

Background and Analysis:

Two (2) partial-term vacancies exists on the Beaumont Planning Commission due to the resignation of Commissioner Anthony Colindres and Commissioner Robert Tinker. A notice of vacancy was posted in the newspaper and on the City's social media platforms. Ten (10) applications were received for consideration by City Council. The applicants are as follows:

Arvonda Diaz
Barbara Kwiatkowska-Amerton
Charles Bryant
Kyle Anders
Keith Tolbert
Mehrdad Damavandi
Mario Garai
Philip Southard
Ronald Roy
Victor Abdessian

The term for both appointments will be through December 2024.

Fiscal Impact:

City staff estimates the cost to prepare this report to be \$175.

Recommended Action:

Conduct interviews and nomination process for selection of two Planning Commissioners with the partial term through December 2024.

Attachments:

- A. Application - Arvonda Diaz
- B. Application - Barbara Kwiatkowska-Amerton
- C. Application - Charles Bryant
- D. Application - Kyle Anders
- E. Application - Keith Tolbert
- F. Application - Mehrdad Damavandi
- G. Application - Mario Garai
- H. Application - Philip Southard
- I. Application - Ronald Roy
- J. Application - Victor Abdessian

From: noreply@civicplus.com
To: [Nicole Wheelwright](#)
Subject: Online Form Submittal: Planning Commission Appointment 2023 - Partial Term ending Dec 2024
Date: Tuesday, October 31, 2023 3:29:42 PM

Planning Commission Appointment 2023 - Partial Term ending Dec 2024

City Council will consider appointments to the Planning Commission on November 7, 2023 at 6:00p.m. during the Regular City Council Meeting.

First Name	Arvonda
Last Name	Diaz
Primary Phone	
Alternate Phone	<i>Field not completed.</i>
Home Address	Beaumont, CA 92223
Address 2	<i>Field not completed.</i>
Email	
Occupation/Profession	Occupational Therapist
Employer Name	<i>Field not completed.</i>
Are you 18 years of age or older?	Yes
Are you a resident in the City of Beaumont?	Yes
Questions	
<i>Please answer the following questions which are intended to assist the City Council in assessing your qualifications and experience for the Planning Commission vacancy.</i>	
Are you aware of any conflicts, financial or otherwise, which could affect your appointment as a Planning Commissioner?	At this time, I have no conflicts of interest, financially or otherwise.
Briefly state your qualifications, including	By trade, I am an occupational therapist which is a healthcare field focused on assisting those with disabilities. One aspect of occupational therapy is accessibility, this includes improving

any skills or background related to City Planning, development and building/construction:

access to those with disability both within their home and community. When discussing City Planning, Development and overall building/construction it is important to remember that all citizens, regardless of ability should be able to access these amenities. My educational background and work experience has included assisting those with accessing services within the community. In addition, I have also completed coursework in OSHA 30, Technical Calculations and an Advance Construction Inspection course focusing on the electrical code

What would your vision for Beaumont's future?

As I watch Beaumont continue to grow as a city, I envision a community where the residents are proud to watch their city grow and develop. This vision includes a community which is known for excellent schools, adequate community services and job growth opportunities. In addition, I envision a city which is known for its abundance of community parks and outdoor recreational spaces.

If you were a Planning Commission member representing the Beaumont Citizens, how would you define "quality of life"?

There is no one definition of "quality of life" rather a spectrum of visions based upon each individual. I believe that being part of the Planning Commission will allow me to provide insight into the typical Beaumont Citizen in regards to use of public spaces and availability of these spaces for community members. In addition, quality of life includes more than the physical environment but also social aspects and emotional aspects. Over the years in Beaumont, I have seen my own quality of life improve with the addition of new parks and walking trails within the community.

What involvement do you currently have in the community?

There are different types of community involvement both on the macro and micro level. I have been actively involved in the micro level, this includes assisting my neighbors with maintenance of their home and regularly attending community events. I hope that if given the opportunity to serve on this commission that I will be able to be involved on the macro level and provide a greater impact to this community.

Additional Information

Resume

[Diaz Arvonda Beaumont Resume.pdf](#)

Additional Information

[Diaz Arvonda Beaumont Cover Letter.pdf](#)

Email not displaying correctly? [View it in your browser.](#)

Arvonda Diaz

Education

Creighton University, Omaha, Nebraska
Doctorate of Occupational Therapy

California State University Northridge, Northridge, California
Bachelor of Arts in Liberal Studies

Certification and Licenses

California Board of Occupational Therapy June 2016 – Present
National Board for Certification in Occupational Therapy (NBCOT) March 2015 -Present

Relevant Coursework

San Bernardino Valley College
Technical Calculations August 2022
Advance Construction Inspection: National Electrical Code (NEC) May 2021
Federal OSHA Outreach: Construction Industry Safety May 2020

Occupational Therapy Employment

Professional Tutors of America (NPA School Agency) August 2023 – Present
Occupational Therapist
Southern California (in home services)

Menifee Union School District Dec. 2019– January 2022
School Based Occupational Therapist
Menifee, California

Healthbridge Children's Hospital Sept. 2017– Dec. 2019
Inpatient (Subacute and Rehab) Pediatric Occupational Therapist
Orange, California

From: noreply@civicplus.com
To: [Nicole Wheelwright](#)
Subject: Online Form Submittal: Planning Commission Appointment 2023 - Partial Term ending Dec 2024
Date: Tuesday, October 24, 2023 2:16:18 PM

Planning Commission Appointment 2023 - Partial Term ending Dec 2024

City Council will consider appointments to the Planning Commission on November 7, 2023 at 6:00p.m. during the Regular City Council Meeting.

First Name	Barbara
Last Name	Kwiatkowska-Amerton
Primary Phone	
Alternate Phone	<i>Field not completed.</i>
Home Address	, Beaumont, CA 92223
Address 2	<i>Field not completed.</i>
Email	
Occupation/Profession	Ethnomusicologist
Employer Name	Retired Professor / Teacher
Are you 18 years of age or older?	Yes
Are you a resident in the City of Beaumont?	Yes
Questions	
<i>Please answer the following questions which are intended to assist the City Council in assessing your qualifications and experience for the Planning Commission vacancy.</i>	
Are you aware of any conflicts, financial or otherwise, which could affect your appointment as a Planning Commissioner?	No.
Briefly state your qualifications, including	I am the Beaumont resident as of February 2010. I own my home at the Four Seasons at Beaumont Community. Throughout the years I have addressed the city/safety concerns to the City

any skills or background related to City Planning, development and building/construction:

management and the Mayor. My main concerns pertained to the unsafe road conditions which affect both drivers and pedestrians. Some of my concerns were resolved but one has not, namely dilapidated North Highland Springs Avenue partition immediately next to the Freeway 10 - since the partition is immediately between Beaumont and Banning jurisdictions. I notified the City of Banning as well. I do not understand why this safety issue has not been resolved for the benefit of all road users.

The latter is an example of my concerns for the City safety and, yes, beauty. Beauty is one of the reasons that I purchased my home here after living in a high-rise at 10401 Wilshire Boulevard in Los Angeles, CA 90024 for 17 years, located within a short distance from my alma mater, the University of California at Los Angeles.

I am a doctor of ethnomusicology with over 40 years of teaching on all levels from kindergarten to graduate doctoral students here in California and at the Brandon University in Manitoba, Canada, and Chopin Music Academy in Warsaw, Poland. I taught theoretical and practical music subjects as well as English Language to high school students. I am the California Commission Credentialed Teacher. I am also a published scholar and presenter at the national and international professional conferences.

Since the inception of my residency here, the quality of life in Beaumont has been paramount in my daily life.

I believe that with the combination of my professionalism and my City concerns can be of asset to the entire community.

What would your vision for Beaumont's future?

With pride, for the past ten years I have been witnessing the housing and business developments in the City. It is my hope that the City will continue to grow yet, I would like to see the cultural developments, such as the concert / theater concert hall/complex for live music and performing arts performances of classics and modernity. Beaumont is on the cusp between Palm Springs and Riverside and it can become an equal cultural partner.

If you were a Planning Commission member representing the Beaumont Citizens, how would you define

We strive for a peaceful living enhanced with the cultural and sport events, whereas medical facilities provide superior care, and businesses reflect our community needs. and aspirations.

“quality of life”?

What involvement do you currently have in the community?

As I mentioned in the initial statement, I have been actively alerting the City management about the short and long term needs, focusing on improvement of roads and streets and their safety.

Additional Information

Resume

Field not completed.

Additional Information

Field not completed.

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Nicole Wheelwright](#)
Subject: Online Form Submittal: Planning Commission Appointment 2023 - Partial Term ending Dec 2024
Date: Wednesday, October 25, 2023 4:58:58 PM

Planning Commission Appointment 2023 - Partial Term ending Dec 2024

City Council will consider appointments to the Planning Commission on November 7, 2023 at 6:00p.m. during the Regular City Council Meeting.

First Name	Charles
Last Name	Bryant
Primary Phone	
Alternate Phone	<i>Field not completed.</i>
Home Address	
Address 2	<i>Field not completed.</i>
Email	
Occupation/Profession	Retired
Employer Name	Calfire
Are you 18 years of age or older?	Yes
Are you a resident in the City of Beaumont?	Yes
Questions	
<i>Please answer the following questions which are intended to assist the City Council in assessing your qualifications and experience for the Planning Commission vacancy.</i>	
Are you aware of any conflicts, financial or otherwise, which could affect your appointment as a Planning Commissioner?	None
Briefly state your qualifications, including	Having lived in the Beaumont and Cherry Valley area all my life I believe I have an insight to the growth progress the city has done and needs to keep up and achieve a good basis for a clean safe

any skills or background related to City Planning, development and building/construction:

living environment we all wish for. I worked for Cal Fire for 40yrs up to the rank of Captain in various fields including Station Captain, Hand Crew sup, Heli-tack Captain, and member of the County Fire Equipment committee. I all so supervised several projects such as building additions and remodels, vegetation management projects and fire defense plans/projects. On fires I have supervised and directed large amounts of equipment, personnel, and aircraft to achieve containment and control of that incident. Having done this with a common sense- organized approach to reach a good end result most of my life, I believe I could be a help to the committee.

What would your vision for Beaumont's future?

A city with a good balance of industry, support services, living conditions, and family activities services. A good all around town. A town there there for the people not for developer.

If you were a Planning Commission member representing the Beaumont Citizens, how would you define "quality of life"?

A town that is supportive of the people make a safe and welcoming environment as best we can.

What involvement do you currently have in the community?

Trying to be a good citizen supports what is going within the city.

Additional Information

Resume

Field not completed.

Additional Information

Field not completed.

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Nicole Wheelwright](#)
Subject: Online Form Submittal: Planning Commission Appointment 2023 - Partial Term ending Dec 2024
Date: Wednesday, October 25, 2023 11:14:12 AM

Planning Commission Appointment 2023 - Partial Term ending Dec 2024

City Council will consider appointments to the Planning Commission on November 7, 2023 at 6:00p.m. during the Regular City Council Meeting.

First Name	Kyle
Last Name	Anders
Primary Phone	
Alternate Phone	<i>Field not completed.</i>
Home Address	
Address 2	<i>Field not completed.</i>
Email	
Occupation/Profession	Plumber
Employer Name	None
Are you 18 years of age or older?	Yes
Are you a resident in the City of Beaumont?	Yes

Questions

Please answer the following questions which are intended to assist the City Council in assessing your qualifications and experience for the Planning Commission vacancy.

Are you aware of any conflicts, financial or otherwise, which could affect your appointment as a Planning Commissioner?	I may get a job that will require me to work till 6.it is in town and close to the civic center. Will mean I would be 5 maybe 10 mins late to meeting. If I get the job.
Briefly state your qualifications, including	I am a member of the Beaumont community and have been for a long time. I remember the high school moto big enough to serve, small enough to care. I think our town in the large add to our

any skills or background related to City Planning, development and building/construction: population has lost sight of that. Would like to help return to that care as we grow.

What would your vision for Beaumont's future? Responsible growth with care and services for our families, senior's, business and visitors.

If you were a Planning Commission member representing the Beaumont Citizens, how would you define "quality of life"? Our quality of life has sadly, in my opinion gone in the wrong direction. I would like to see something done to bring back our small town feel, address our homeless population, look into planing out our schools parking, drop off and pick ups. Add to our parks and open spaces. More community outreach. Revitalize our downtown.

What involvement do you currently have in the community? I am a member of the CAST players board. I live and have kid who attended Beaumont school. I am deeply invested in our town and its well being. I see us heading to becoming a little Moreno Valley, when I would much rather be more a Calimesa, Yucaipa or Oak Glen feel.

Additional Information

Resume *Field not completed.*

Additional Information *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Nicole Wheelwright](#)
Subject: Online Form Submittal: Planning Commission Appointment 2023 - Partial Term ending Dec 2024
Date: Friday, October 20, 2023 10:24:55 PM

Planning Commission Appointment 2023 - Partial Term ending Dec 2024

City Council will consider appointments to the Planning Commission on November 7, 2023 at 6:00p.m. during the Regular City Council Meeting.

First Name	Keith
Last Name	Tolbert
Primary Phone	
Alternate Phone	<i>Field not completed.</i>
Home Address	
Address 2	<i>Field not completed.</i>
Email	
Occupation/Profession	Pastor / HS Basketball Coach at BHS
Employer Name	Life Center Church
Are you 18 years of age or older?	Yes
Are you a resident in the City of Beaumont?	Yes
Questions	
<i>Please answer the following questions which are intended to assist the City Council in assessing your qualifications and experience for the Planning Commission vacancy.</i>	
Are you aware of any conflicts, financial or otherwise, which could affect your appointment as a Planning Commissioner?	None
Briefly state your qualifications, including	I am a certified tax preparer. I also am familiar with GAAP. Familiar with land acquisitions.

any skills or background related to City Planning, development and building/construction:

What would your vision for Beaumont's future? Beaumont is a growing and thriving community. What I see as a need is job creation. I would like to see businesses come to Beaumont to help improve the quality of life for our residents. I would like to see better medical facilities also.

If you were a Planning Commission member representing the Beaumont Citizens, how would you define "quality of life"? Quality of Life is creating a safe a sustainable community where there is equitable opportunity for all of our residents to live above the poverty line.

What involvement do you currently have in the community? I currently coach voluntarily at Mt View Middle School, Glenview High School and Beaumont High School. I also am involved with BCYB amd Beaumont Jaaf.

Additional Information

Resume [inbound3889710761640471503.pdf](#)

Additional Information *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

Keith Tolbert

Beaumont, CA

EXPERIENCE

Senior Pastor

Life Center Church, Inc.-San Bernardino, CA

March 2011-Current

- *Provide a safe space for members of the congregation and community at large to receive counseling.
- *Assist families in crisis
- *Provide support for members and community during life-changing events
- *Increased the financial stability of the organization to over \$1.5mil in liquid and fixed assets through investments and campaign contribution strategies.
- * Develop and deliver 200+ customized trainings and workshops annual on key topics and critical instructions to 1000+ learners weekly.
- * Evaluated learning solutions effectiveness by delivering live surveys, encouraging participation and implementing group thought to guarantee learner objectives were met.
- * Curated needs assessments to determine training or consulting objectives based on participant needs, business objectives and organizational resources.
- * Implemented interactive leadership programs based on client evaluations, curating procedures and feedback from internal/external customers, subject matter experts, program sponsors and trainers.
- * Built, developed and maintained interactive skilled training focus groups, providing content expertise and facilitates and implementation into practice.
- * Created and facilitated learning activities to extend the brand and foster the business culture and goals for entire organization.
- * Identified and lead development and strategic growth opportunities by analyzing giving trends with new and existing members of 2k member nonprofit.
- * Partnered with marketing, business design and product teams to expand business reach, increasing brand awareness and membership engagement.
- * Defined and implemented comprehensive market entry alternatives, utilizing social media marketing campaigns tools to create online micro-communities and increasing membership retention rate during historical low periods.
- * Interpret outreach data focusing on engagement and socioeconomic status to identify potential opportunities.
- * Own evaluation projects, reporting and analysis to project effectiveness of new initiatives and reduce costs risks associated with new projects.
- * Develop predictive models and scorecards using a wide range of descriptive and inferential statistics to identify key stakeholders to create solutions for annual growth goals.

Global Account Executive

Gioworks International Inc.

April 2015-July 2019

- * Identify potential clients and organizations in need of intermediary services
- * Create partnerships with hoteliers
- * Assist partner hotels in adding value to maximize profits
- * Recommend and book services and rooming blocks for client organizations
- * Negotiate sales contracts
- * Monitor and manage client experiences before and during event

Executive Director,

Faith Community Development Corporation-San Bernardino, CA

July 2004-March 2011

- * Developed and directed organizational strategy, drafted organizational policies and philosophies
- * Oversaw day-to-day business activities, conducted performance reviews, prepared comprehensive budgets, reported revenue and expenditures to the board.
- * Engaged community groups, created business plans, coached department heads, and managed financial accounts.

Chief Financial Officer

Faith Temple Church Inc.-San Bernardino, CA

March 2004-August 2011

- * Directed the preparation of all financial statements including income statements, balance sheets shareholder reports, tax returns, and governmental agency reports.
- * Compared sales and profit projections to actual figures and budgeted expenses to actual expenses, created and implemented any necessary adjustments to future projections and budgets, and reviewed planning processes and suggested improvements to current methods.
- * Identified opportunities for expansion into new product areas and analyzed operations to identify areas in need of reorganization, downsizing, or elimination.
- * Worked with the President and other executives to coordinate planning and establish priorities for the planning process and studied long-range economic trends and projected their impact on future growth in sales and market shares.
- * Supervised, trained and monitored financial team in reconciling, recordkeeping, through Quick books,
- * Working closely with senior leaders, the Executive Vice President, and the Chief Executive Officer, the CFO provides leadership, oversight, and coordination of the company's financial and business planning, budget development and management, and short and long-term analysis and forecasting
- * Directs the annual budgeting and planning process; administers and reviews all financial plans and compares to actual results to identify, explain, and correct variances

AFFILIATIONS

Board Member (Treasurer)

Congregations Organized for Prophetic Engagement (C.O.P.E) - San Bernardino, CA

March 2013 – Present

Provided oversight, foresight, and insight to the operations to ensure the goals, mission, and vision are being fulfilled. Gave guidance and direction to maintain legal fiscal and ethnically responsible practices and oversee budgets and financials. Helped maintain general accepted accounting principles (GAAP), created and implemented internal policies and controls using current best practices, and created measurable outcomes and goals to determine, monitor and strengthen the organization.

Board Member (Treasurer)

Inland Congregations United for Change (ICUC) - San Bernardino, CA

July 2022 – Present

Provided oversight, foresight, and insight to the operations to ensure the goals, mission, and vision are being fulfilled. Gave guidance and direction to maintain legal fiscal and ethnically responsible practices and oversee budgets and financials. Helped maintain general accepted accounting principles (GAAP), created and implemented internal policies and controls using current best practices, and created measurable outcomes and goals to determine, monitor and strengthen the organization.

SKILLS

Project management
Organization
Quick Books
Policy/Advocacy

Data analysis
Problem-solving
Licensed Tax Preparer

Communication
Management
Staff Development

From: noreply@civicplus.com
To: [Nicole Wheelwright](#)
Subject: Online Form Submittal: Planning Commission Appointment 2023 - Partial Term ending Dec 2024
Date: Friday, October 27, 2023 4:12:03 AM

Planning Commission Appointment 2023 - Partial Term ending Dec 2024

City Council will consider appointments to the Planning Commission on November 7, 2023 at 6:00p.m. during the Regular City Council Meeting.

First Name	Mehrdad
Last Name	Damavandi
Primary Phone	
Alternate Phone	<i>Field not completed.</i>
Home Address	
Address 2	<i>Field not completed.</i>
Email	
Occupation/Profession	Design and construction
Employer Name	Gray AE - (Retired)
Are you 18 years of age or older?	Yes
Are you a resident in the City of Beaumont?	Yes
Questions	
<i>Please answer the following questions which are intended to assist the City Council in assessing your qualifications and experience for the Planning Commission vacancy.</i>	
Are you aware of any conflicts, financial or otherwise, which could affect your appointment as a Planning Commissioner?	No
Briefly state your qualifications, including	I worked in Architectural firms and had my own design and construction business for 40 years from 1983 until my retirement in March 2023. During that period, I produced complete set of

any skills or background related to City Planning, development and building/construction:

documents, met with city / county officials to discuss and procure building permits and either act as a construction administrator or a general contractor to construct the building.

What would your vision for Beaumont's future?

A family oriented, business friendly, aesthetically beautiful and inviting environment where the residents and visitors alike would live happily, conduct business and prosper.

If you were a Planning Commission member representing the Beaumont Citizens, how would you define "quality of life"?

I define quality of life as living in a safe place in peace and harmony with nature and my neighbors. In an environment where I could walk and shop in various areas with outdoor seating and eating, with water features and play areas for children.

What involvement do you currently have in the community?

I moved to Beaumont 5 years ago and just retired in March. I did not have much time for involvement in the community as I was working between 55 and 65 hours a week but, I am planning on getting more involved as the time goes by.

Additional Information

Resume

Field not completed.

Additional Information

Field not completed.

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Nicole Wheelwright](#)
Subject: Online Form Submittal: Planning Commission Appointment 2023 - Partial Term ending Dec 2024
Date: Monday, October 30, 2023 11:36:24 PM

Planning Commission Appointment 2023 - Partial Term ending Dec 2024

City Council will consider appointments to the Planning Commission on November 7, 2023 at 6:00p.m. during the Regular City Council Meeting.

First Name	Mario
Last Name	Garai
Primary Phone	
Alternate Phone	<i>Field not completed.</i>
Home Address	.
Address 2	<i>Field not completed.</i>
Email	
Occupation/Profession	Agriculture
Employer Name	Lucky Farms
Are you 18 years of age or older?	Yes
Are you a resident in the City of Beaumont?	Yes
Questions	
<i>Please answer the following questions which are intended to assist the City Council in assessing your qualifications and experience for the Planning Commission vacancy.</i>	
Are you aware of any conflicts, financial or otherwise, which could affect your appointment as a Planning Commissioner?	Nothing will affect, if appointed, role as a Planning Commissioner.
Briefly state your qualifications, including	I am humble resident of the City of Beaumont who is increasingly fascinated by the potential growth this city has to offer. My qualifications are more than enough to provide a sound voice for

any skills or background related to City Planning, development and building/construction:

residents. I have advanced education in various fields in addition to my diverse employment history in construction, public service, and agriculture. I understand the value of development and its potential impact as well as the importance of sustainability as I use the most previous items in this planet, water. For this reasons, and many others, I believe I will be a valuable asset to our residents.

What would your vision for Beaumont's future?

My vision for Beaumont will be guided by our residents, as a home owner, I believe we all deserve a well balance city that provides opportunity for all. I would like to see a positive approach to growth balancing the our economy, our culture, and our history. I would like to move forward without forgetting the small town feel.

If you were a Planning Commission member representing the Beaumont Citizens, how would you define "quality of life"?

The Oxford Dictionary defines quality of life as "the standard of health, comfort, and happiness experienced by an individual or group." This term is subjective depending on who you ask and how it is asked. I believe it is attained by the way we provide opportunities to our residents, the more diverse the opportunities the better the quality. We can improve our parks, our roads, and schools but it takes a level of sacrifice to do so. We must work with our county, state, and federal partners to leverage tax dollars for the long-term vision if we truly want to improve our quality of life.

What involvement do you currently have in the community?

I have been an active member of the Beaumont community for over 4 years, participating in chamber of commerce events, fundraisers, food drives, parades, and more. I want to be more involved with the Elks Lodge and continue to bring opportunities to the community.

Additional Information

Resume

[Mario_Garai_Resume_\(PC\).pdf](#)

Additional Information

Field not completed.

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MARIO GARAI

↑ Beaumont, CA ✉



in <https://www.linkedin.com/in/mariogarai/>

Experienced, service-oriented professional with extensive experience in the private and public sector. I bring to the table combined expertise in leading and developing staff, improving procedures, building meaningful relationships with various levels of government affairs, and advising and consulting senior leadership to support strategic decision-making. My ability to drive collaboration with employees, committees, and leaders enabled me to excel in increasing responsibilities and consistently deliver outstanding organizational results.

Core Competencies

Public Policy | Project Management and Development | Research Analysis | Public Affairs | Problem-solving | Government Relations | Analytical Skills | Legislation Process | People Management | Flexibility & Adaptability | International Affairs | AGRI Business | Strong Communication Skills | Budgeting | Relationship Building | Interpersonal Skills

Professional Experience

Lucky Farms | San Bernardino, CA
Chief of Staff

2022 – Present

Effectively Serve at the direction of the CEO. Serve as the primary management branch at the national and international operations.

- Function as the CEO liaison in all facets of company business in the US and MX operations, dealing with all levels of government relations, including labor, import and export.
- Provide sound, analytical, data to support development ventures that bring tax dollars to municipalities.
- Focus on the diverse Agri-business portfolio to provide residents with healthy, organic, food alternatives.
- Assist CEO with philanthropy endeavors that provide free healthcare, food security, and financial assistance.
- Render proactive assistance to our international partners to assure timely delivery of goods and services.
- Provide opportunities to improve the quality of life for all employees, philanthropy beneficiaries, and the community at large.

Professional Experience

County of Riverside | Riverside, CA
LEGISLATIVE ASSISTANT & Policy Advisor

2018 – 2022

Provide analytical work for the Board of Supervisors. Efficiently serve as a liaison as well as managing public relations, performing office management, properly dealing with highly sensitive and confidential information.

- Coordinate the full research, analysis, and dissemination of publication and source materials dealing with state and federal administrative, legislative, and political activities that impact the County while maintaining the highest standards of professionalism.
- Attend meetings of local government agencies, commissions, and organizations, including community stakeholders.
- Present informed decisions, recommendations, and findings of the Board at various meetings, gatherings, and conferences.
- Investigate and report on complaints and inquiries regarding matters within a district following standard procedures.
- Render proactive assistance to the public to identify and address their diverse concerns both by telephone and in-person.
- Leverage relationships with city council members and departments in the city, including developing robust relationships with the Moreno Valley Chamber of Commerce, the Hispanic Chamber of Commerce, Perris Valley Chamber of Commerce.
- Function as their liaison and serving as a facilitator for the Municipal Advisory Council to developing strategic plans to improve the quality of life by partnering with County Code Enforcement, Environmental Health, and the Sheriff's department, and State agencies such as the California Highway Patrol to create strategic community improvements.

Key Highlights:

- Accounted for marketing content, handling the speech writing, newsletter development, social media, and office messaging.
- Focused on small business development by providing a platform that provides invaluable information business; partnered with the Small Business Administration to provide loans, grants, and other federal policies and money.
- Staff direction—WRCOG Legislative intern, Youth Advisory Council Intern, Legislative Intern

DG Construction Services Inc. | Los Angeles, CA
PROJECT MANAGEMENT SPECIALIST

Jun 2015 – Jan 2019

Played an integral role in orchestrating complex projects while managing budget, cash flow, contractors, government relations, and bids.

MARIO GARAI

🏠 Riverside, CA 92507 ✉



🌐 <https://www.linkedin.com/in/mariogarai/>

- Showcased superior leadership skills in mobilizing a project development team consisting of 15+ employees and sub-contractors.
- Increased profits by 6% through the successful implementation of material cost saving measures.
- Streamlined construction projects and met client expectations by effectively facilitating regular meetings with principal stakeholders.

Education & Professional Development

Bachelor's Degree, World History, University of California, Merced, CA, 2015

Licensed Contractor | State of California

Volunteer Work

Court Appointed Special Advocate (CASA), March 2020 – Present

Technical Skills

Microsoft Office Suite (Word, Excel, PowerPoint, Outlook)

From: noreply@civicplus.com
To: [Nicole Wheelwright](#)
Subject: Online Form Submittal: Planning Commission Appointment 2023 - Partial Term ending Dec 2024
Date: Monday, October 30, 2023 9:57:06 PM

Planning Commission Appointment 2023 - Partial Term ending Dec 2024

City Council will consider appointments to the Planning Commission on November 7, 2023 at 6:00p.m. during the Regular City Council Meeting.

First Name	Philip
Last Name	Southard
Primary Phone	
Alternate Phone	<i>Field not completed.</i>
Home Address	
Address 2	<i>Field not completed.</i>
Email	
Occupation/Profession	Public Information and Legislative Affairs Officer
Employer Name	City of Menifee
Are you 18 years of age or older?	Yes
Are you a resident in the City of Beaumont?	Yes
Questions	
<i>Please answer the following questions which are intended to assist the City Council in assessing your qualifications and experience for the Planning Commission vacancy.</i>	
Are you aware of any conflicts, financial or otherwise, which could affect your appointment as a Planning Commissioner?	No.
Briefly state your qualifications, including	Over my 20-year career working in public relations and government affairs, I have developed extensive experience working on development projects including residential,

any skills or background related to City Planning, development and building/construction:

commercial, industrial, and renewable energy projects with local municipalities throughout southern California. This work has led me to develop a strong understanding of the development process, environmental review requirements, and the need for communication with key stakeholders. Serving as a public information officer for a city in California, I currently work very closely with our community development team and our city leadership to highlight key projects and share information with the public.

What would your vision for Beaumont's future?

I want Beaumont to be a well-balanced community that ensures residents have a high-quality of life while also maintaining a thriving business community. Development within Beaumont should also be balanced and provide a healthy mix of uses that will ensure the City's continued success. Future development should also be considerate of existing residential communities and provide value to the residents who live here. Transportation continues to be an ongoing challenge for most cities in southern California and I hope to see more investment in our local roadways to help alleviate traffic throughout Beaumont.

If you were a Planning Commission member representing the Beaumont Citizens, how would you define "quality of life"?

Quality of life to me is having everything that you need to live a healthy and vibrant lifestyle in your community and create a sense of pride in where you live. Residents should feel safe in their neighborhoods and have access to outdoor and open spaces to enjoy. They should also have diverse choices in local shops and restaurants. Cultural amenities and entertainment options should be a priority as well. Residents should also experience limited traffic when traveling around the city.

What involvement do you currently have in the community?

Through my professional work, I have worked closely with several local organizations in the community including the Beaumont Chamber of Commerce. I have been a scout leader for Cub Scout Pack 322 and have volunteered at the Cherry Festival on several occasions. I am also very involved on the Fairway Canyon HOA community page where I help my fellow neighbors with issues pertaining to our neighborhood.

Additional Information

Resume

[PSouthardResume 10-30-23.doc](#)

Additional Information

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Philip J. Southard

Beaumont, CA 92223

Summary of Qualifications

- Award-winning public affairs professional with 20+ years of experience
- Experience working on development projects throughout the Inland Empire
- Familiar with environmental review processes and requirements

Work Experience

1/22 - Present CITY OF MENIFEE

Public Information and Legislative Affairs Officer

Direct all external communications for the City of Menifee and serve as the City's spokesperson. Manage the City's communications team and oversee division budget. Develop communications for the public including community magazine, direct mail pieces, factsheets, social media, newsletters, and presentations. Responsible for the production of video content and operations for Menifee TV. Coordinate with city leadership on developing issues and communications strategy. Manage the City's legislative platform and work with local, state, and federal officials on issues relevant to the City's operations.

1/18 - 12/21 OPR COMMUNICATIONS

Account Supervisor

Represent a wide array of clients including local governments, water agencies, utilities and Fortune 500 companies in achieving their public relations goals. Provides senior counsel on client accounts. Initiate new ideas, programs and strategies for clients. Accurately budgets and manages time and work to achieve profitability goals established in conjunction with senior staff. Participates in professional or community service activities on behalf of the company. Delegates client work to team members to complete tasks. Counsels clients on crisis issues as needed. Takes ongoing responsibility for searching out new business development opportunities.

10/16 - 12/17 CITY OF BANNING

Public Information Officer

Responsible for all external communications on behalf of the City of Banning including Water/Wastewater and Electric Departments. Prepared news releases and provided regular updates to the media. Managed the City's social media pages and developed content/posting schedule. Designed and drafted collateral materials including a quarterly newsletter, monthly City Manager update, community presentations, and other material as needed. Responsible for the City's Government Access Channel, including managing program budget and overseeing staff in the production of content and live broadcasting. Also managed the City's solid waste contract and budgeting and provided management analyst assistance to the City Manager as needed.

- 12/07 - 10/16 OPR COMMUNICATIONS
Senior Account Executive
Provided guidance in strategic planning, media development, community outreach, and government relations. Developed key messages and prepared correspondence related to public inquiries as needed. Coordinated development of collateral materials including newsletters, talking points, fact sheets, FAQs, and presentations. Worked with media and government officials on behalf of clients. Also assisted in the development of social media strategies and implementation of new technology.
- 12/06 - 11/07 OFFICE OF GOVERNOR ARNOLD SCHWARZENEGGER
Deputy Appointments Secretary
Managed all environmental and education appointments made by the Governor. Conducted interviews in conjunction with Cabinet, Legislative and Agency officials to determine the most qualified candidates for gubernatorial appointment. Worked with stakeholders and organizations to identify potential candidates. Provided consultation to different entities on the nuances of the appointments process.
- 08/06 - 12/06 OFFICE OF GOVERNOR ARNOLD SCHWARZENEGGER
Assistant Deputy Cabinet Secretary
Oversaw all requests from state agencies and departments that required the Governor's approval. Assisted in drafting policy letters on behalf of the Governor. Provided support to Cabinet Secretary and performed special projects as assigned. Responsible for the consistency of correspondence.
- 03/05 - 08/06 OFFICE OF GOVERNOR ARNOLD SCHWARZENEGGER
Constituent Affairs/Appointments
Served as supervisor for the Governor's electronic correspondence system and as the liaison for education-related issues. Distributed daily incoming figures, assigned work schedules, identified high-profile issues, and generated responses as needed. Worked with numerous state and local agencies to answer constituents' concerns. Prepared weekly report for review by senior staff and the Governor. With Appointments, conducted background assessments of all new candidates and provided evaluations on suitability for appointment. Coordinated intern schedules and assignments. Also provided support to Appointment Secretary and Deputies as needed.
- 02/04 - 12/04 CALIFORNIA STATE SENATE - SENATOR JAMES L. BRULTE
Legislative Aide
Provided staff support for the Senator. Prepared member resolutions and drafted letters on behalf of the Senator. Managed office expenses and distributed mail. Held numerous responsibilities in a fast-paced environment.

Education

- 2000 - 2003 BA with Honors, Criminal Justice, Cal State University, San Bernardino

From: noreply@civicplus.com
To: [Nicole Wheelwright](#)
Subject: Online Form Submittal: Planning Commission Appointment 2023 - Partial Term ending Dec 2024
Date: Tuesday, October 31, 2023 3:29:44 PM

Planning Commission Appointment 2023 - Partial Term ending Dec 2024

City Council will consider appointments to the Planning Commission on November 7, 2023 at 6:00p.m. during the Regular City Council Meeting.

First Name	Ronald
Last Name	Roy
Primary Phone	
Alternate Phone	<i>Field not completed.</i>
Home Address	
Address 2	<i>Field not completed.</i>
Email	
Occupation/Profession	Retired
Employer Name	<i>Field not completed.</i>
Are you 18 years of age or older?	Yes
Are you a resident in the City of Beaumont?	Yes
Questions	
<i>Please answer the following questions which are intended to assist the City Council in assessing your qualifications and experience for the Planning Commission vacancy.</i>	
Are you aware of any conflicts, financial or otherwise, which could affect your appointment as a Planning Commissioner?	None:
Briefly state your qualifications, including	<ul style="list-style-type: none">• Licensed property appraiser with Riverside County Assessor (retired):- Analyzed land in various stages of development, including

any skills or background related to City Planning, development and building/construction:

parcel maps, subdivision maps, from wholesale developers to retail builders, Specific Plans, site plans, building blueprints to determine property valuation based on neighborhood, site, and building characteristics. Field checked custom homes and housing tracts in various stages of completion.

- Determined market value of real property based on sales, cost, and income approaches to valuation.
- Riverside County Planning Department:
 - Assisted in development of general and specific plans for planning department.
- Pass Area planning advocate
 - Submit written and public comments regarding General and specific plan amendments and zone changes for projects that are inappropriate for neighborhoods.
- Requested consultant for local interest groups fighting for appropriate land uses in the Pass Area.
- Try to stay current on changes in local and regional general plans and specific plans, land use (subdivision land act) and planning laws, legislation relating to climate change, transportation, housing, business, energy, natural resources (water, natural areas), pollution etc.
- Recommended specific plan amendments for properties to comport with General Plans.
- Very familiar with how local, regional, state, and federal agencies and governments operate and interact. Instructor: State and Local Government
- Familiar with CEQA. Helped draft CEQA litigation for public interest groups.

What would your vision for Beaumont's future?

Aligns with Beaumont General Plan which:

"value(s) our small-town feel, our community heritage, and our natural setting. We are committed to encouraging economically sustainable, balanced growth that respects our long history, while meeting infrastructure needs and protecting our environment. Beaumont's community pride and rural mountain setting sets Beaumont apart as a vibrant and healthy community with local access to retail, services, jobs, and recreation."

Here I would add: Beaumont needs to plan for climate change, environmental protections, energy efficiency, sustainability, advances in transportation including smart interchanges and streets, regional commuter rail, multimodal transit and facilities, active transportation, improved recreation and park facilities promoting healthy lifestyles, excellence in education. Attract/promote unique retail and businesses. Protect and promote the best land uses for the area. Prevent monolithic dominance of one land use such as warehouses, SFR housing tracts, low quality industrial. Support local businesses. Protect

rural residential and agriculture.

If you were a Planning Commission member representing the Beaumont Citizens, how would you define “quality of life”?

I’m in alignment with Beaumont General Plan which states that Beaumont is: “a place that residents will be proud to call home. Beaumont will not only be a place to live and work, but also a destination for educational, recreational, and shopping opportunities.”

I would add quiet, safe, friendly, bucolic, pollution-free neighborhoods with convenient and safe access to retail, recreation, and education. Successful in buffering neighborhoods from freeways and industrial uses. A city that functions well in terms of responsive, and innovative government services, ample/quality education options, retail options, healthy lifestyle, preserving our natural areas, advancing technology such as internet, cellular reception, generated and distributed energy, energy efficiency, conservation, healthy food options. Balanced land use. Avoid monolithic development. Better transportation options including active transportation. Desirable cultural center. Ample sports and recreation facilities.

What involvement do you currently have in the community?

Organizations/Groups:
Individual Member: Beaumont Chamber of Commerce
Board Member: Pass Action Group
Community Member: Transportation Now
Member: Fairway Canyon HOA
Member: Calimesa Strong:

Consult frequently for community groups seeking appropriate actions for unwanted, poorly planned growth.
Participate in planning commission and city council public hearings and workshops regarding developments, planning, branding, and economic and community development issues.

Occasionally speak at Economic Development, Finance and Audit, and other committees.

Advocate for expanded Transportation Options.

Additional Information

Resume

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Additional Information

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Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Nicole Wheelwright](#)
Subject: Online Form Submittal: Planning Commission Appointment 2023 - Partial Term ending Dec 2024
Date: Friday, October 27, 2023 8:33:06 AM

Planning Commission Appointment 2023 - Partial Term ending Dec 2024

City Council will consider appointments to the Planning Commission on November 7, 2023 at 6:00p.m. during the Regular City Council Meeting.

First Name Victor

Last Name Abdessian

Primary Phone

Alternate Phone

Home Address

Email

Occupation/Profession Retired Deputy Sheriff

Employer Name Los Angeles County Sheriff's Dept.

Are you 18 years of age or older? Yes

Are you a resident in the City of Beaumont? Yes

Questions

Please answer the following questions which are intended to assist the City Council in assessing your qualifications and experience for the Planning Commission vacancy.

Are you aware of any conflicts, financial or otherwise, which could affect your appointment as a Planning Commissioner? None

Briefly state your qualifications, including Before I became a sworn Deputy for Los Angeles county, I was working as a Union Carpenter. I was a Rough framer, building many homes in San Fernando valley, working for three different

any skills or background related to City Planning, development and building/construction:

contractors. I personally remodeled two home which I owned and had to deal with the planning commission with the city of Pasadena, and LA. county zoning dept.

What would your vision for Beaumont's future?

A stable city, crime free and a safe environment, where parents can raise their children. Low taxes, Safe roads to handle excessive traffic. Proper street Lighting. A good police presents to insure citizens safety.

If you were a Planning Commission member representing the Beaumont Citizens, how would you define "quality of life"?

To be able to exercise the freedoms given under the constitution . Able to make every citizens voice heard and able to express oneself when dealing with Government entities.Creating and planning a society to better mans environment.Making families grow and prosper.

What involvement do you currently have in the community?

I currently a Member of the Tukwet Canyon Men's Club at Morongo Golf Course, and a Tournament Director, and Rules Director for the Club.
I have lived in Beaumont the past 14 years.

Additional Information

Resume

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Additional Information

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Staff Report

TO: City Council
FROM: Christina Taylor, Deputy City Manager
DATE: November 7, 2023
SUBJECT: Discussion and Direction on Proposed Amendments to Beaumont Municipal Code Chapter 13.21 Mobile Home Park Rent Stabilization

Description Periodic review and recommended changes to Beaumont Municipal Code Chapter 13.21 Mobile Home Park Rent Stabilization for the purposes of streamlining processes and consistency with state law.

Background and Analysis:

In 1996, the City Council adopted Chapter 13.21, "Mobile Home Park Rent Stabilization" Ordinance. At that time, a significant percentage of the residential population of the City, (nearly 11%), resided in mobile home parks, and the City Council determined it was necessary to facilitate and encourage fair bargaining between mobile home owners and park owners. As a result, the City Council enacted Chapter 13.21, which does the following:

1. Proscribes the space rent ceiling/maximum allowable space rent for applicable mobile home parks;
2. Outlines those types of agreements that are exempt from the ordinance pursuant to State law at that time;
3. Allows for space rent adjustments under specified circumstances;
4. Allows for a tenant, along with at least 30% of other tenants similarly affected, to petition for a determination of whether a proposed or actual action by a landlord is within the terms of the ordinance;
5. Allows a landlord to petition for a determination of whether a particular action is allowable, valid and in conformity with the ordinance;
6. Allows a party (either tenant or landlord) to appeal a decision of a hearing officer to an Arbitrator, and proscribes certain procedures for the petition, hearing, selection, and conduct for the arbitration;
7. Outlines priorities and discretionary considerations that should be taken into account when making determinations or allowing adjustments under the ordinance;
8. Outlines remedies for violations of the ordinance.

The ordinance also specifically provides that the ordinance should be periodically reviewed to consider 1) whether the ordinance continues to be necessary to protect the public health, safety, and welfare; 2) whether the implementation of the provisions of the ordinance have been adequate; and 3) whether the provisions of the ordinance should be amended to provide more effective regulations or to avoid unnecessary hardship.

Since the adoption of Chapter 13.21, the demographics of the City have changed substantially. Moreover, many of the ordinance's provisions have gone unused or underused (such as petitions by tenants and landlords), while others have created unnecessary administrative obligations and costs on City staff. Furthermore, the Mobile Home Residency Law (the State statutes governing mobile home residency, including as relevant, exemptions from local rent control provisions), has been amended multiple times, such that several of the ordinance's provisions are outdated. Given recent changes in the law, staff requested Counsel review the ordinance to determine whether any changes needed to be made to bring the ordinance current and/or whether the current policies and procedures set forth in the ordinance are still necessary and effective.

PROPOSED AMENDMENTS

The City Attorney's office and staff have reviewed the current mobile home rent stabilization provisions and recommend Council consider the attached draft Ordinance, which does the following:

1. Removes/amends outdated and/or unnecessary recitals.
2. Provides that the administration of the Ordinance be under the general direction of the City Manager and/or their designee, rather than the Planning Director, which position no longer exists.
3. Removes outdated statutory exemptions and provides that the Ordinance is applicable to the fullest extent permitted by law, unless exempted by the Mobile Home Residency Law or applicable State or Federal law.
4. Updates/adds definitions as applicable.
5. Removes duplicative requirement for park registration. Mobile home park owners are required to obtain a business license, which serves the same purpose.
6. Updates the available annual adjustments and petition requirements. Consistent with the current provisions, mobile home park owners may adjust the maximum rent ceiling annually in an amount equal to 100% of the CPI for that year, and recommends that this be capped at 7% per year. In addition, mobile home park owners can petition for Net Operating Income Adjustments

- (if they are not receiving a just and reasonable rate of return on their property) or for costs of certain Capital Improvements.
7. Provides that petitions for adjustments be heard by the City Administrative Appeals Board and makes corresponding reference changes throughout. The City Code already provides that the Administrative Appeals Board has the duty to conduct administrative hearings on appeals pertaining to Mobile Home Park Rent Stabilization (City Code Chapter 2.30.040). This amendment creates consistency between the two provisions.
 8. Removes provisions permitting petitions by tenants and landlords to seek determinations of whether proposed or actual actions by landlords are permitted under the Ordinance. These provisions have not been used by tenants or landlords in at least the past five years, if at all.
 9. Removes provisions related to appeals to an Arbitrator. Administrative Appeals Board decisions are currently appealable to Court pursuant to Code of Civil Procedure Sections 1094.5 and 1094.6. Further direction is required as to whether Council wants to add an additional layer of review prior to Court petition. For example, petitions can either be heard by the City Manager/designee prior to being heard by the Appeals Board, or otherwise heard by the City Council following a determination by the Appeals Board.
 10. Updates enforcement provisions.
 11. Removes requirement for periodic review.
 12. Removes provisions related to introduction, effective date and repeal, which are governed by state law.

Fiscal Impact:

The cost to prepare this staff report is approximately \$1,000.

Recommended Action:

Hold discussion and provide direction to staff on amending Chapter 13.21 Mobile Home Rent Stabilization.

Attachments:

- A. Proposed Chapter 13.21 – Redline Version

Chapter 13.21 MOBILE HOME PARK RENT STABILIZATION

13.21.010 Title.

This Ordinance may be cited as the Mobile Home Park Rent Stabilization Ordinance of the City of Beaumont.

13.21.020 Statement of purpose and findings.

A. Mobile home owners have a substantial investment in their residences and appurtenances for which space is rented or leased. Alternate sites for relocation of mobile homes are difficult to find due to restrictions of age, size, or style of mobile homes permitted in many parks, and related to the installation of mobile homes, including permits, landscaping and site preparation. Additionally, the cost of moving a mobile home may be substantial, and the risk of damage in moving is significant.

~~B. A significant percentage (nearly 11%) of the residential population of the City of Beaumont resides in mobile homes.~~

BE. Mobile homes are often occupied by senior citizens, persons on fixed income and persons of low or moderate income, where extreme rent adjustments fall upon these individuals with particular harshness. Many mobile home owners have a substantial portion of their net asset worth invested in their mobile homes. The continuing possibility of unreasonable space rental adjustments in mobile home parks threatens to diminish the value of the investment of the mobile home owners in their homes. Further, existing state law permits mobile home park owners to require mobile home owners to make modifications to their homes for reasons of aesthetics or conformity to park standards that amount to capital improvements which would accrue to the benefit of the park owner by potentially increasing the market value of the park itself.

CE. The result of these conditions is the creation of a captive market of mobile home owners and tenants. This, in turn, contributes to the creation of an imbalance in the bargaining relationship between park owners and mobile home park tenants in favor of the park owners.

DE. The City Council of the City of Beaumont finds and declares it necessary to facilitate and encourage fair bargaining between mobile home owners and park owners in order to achieve mutually satisfactory agreements regarding space rental rates in mobile home parks (a) to preserve to the residents the value of their mobile homes and (b) to preserve to the park owners the value of their parks. Absent such agreements, the City Council further finds and declares it necessary to protect the owners and residents of mobile homes from unreasonable space rental adjustments

while simultaneously recognizing and providing for the need of park owners to receive a just and reasonable return on their property.

EF. The City Council of the City of Beaumont finds that it is the goal of the City's Housing Element to "conserve and improve the condition of the existing stock of affordable housing" in the City, and to encourage~~prohibit~~ conversion of mobile home rental units or mobile home parks to ownership ~~or other uses unless conditions are adopted to~~in a way that maintains existing affordable conditions.

FG. The City Council of the City of Beaumont finds and declares that Ordinance No. 602, enacted in 1984, and amendments, adding Chapter 13.16 to the Beaumont Municipal Code, entitled Mobile Home Rent Revenue Commission, has been reviewed and evaluated and is found to be inadequate for the needs and purposes of the City as reflected in the above findings and should, therefore, be repealed with the adoption of this Ordinance.

GH. Administration of this Ordinance shall be under the general direction of the City Manager or their designee~~Planning Director hereinafter referred to as "Director," with general oversight responsibility vested in the City Manager.~~

13.21.030 Application.

The provisions of this Ordinance shall apply to all mobile home residential rental spaces located within the City of Beaumont unless otherwise exempt from the provisions of this Ordinance by the Mobilehome Residency Law, , as such exemptions are provided for hereinafter in this Ordinance and by law or applicable State or Federal law. Nothing in this Ordinance shall be deemed to supersede any provision of California Civil Code Section 798 et seq., and as it may be amended.

No person shall perform any act of duress, menace, or undue influence with the intent of thereby obtaining the consent of any other person to enter into any lease for the occupancy of a residential rental space in a mobile home park or to otherwise force compliance with an applicable exemption from this Ordinance.

13.21.040 Definitions.

In construing the provisions of this Ordinance, the following definitions shall apply:

A. "Base year" is the calendar year 1995; ~~or the year established by the most recent (prior) hearing before the Arbitrator or Board; or, if necessary, the year established by the Arbitrator or Board in parks that have been sold since 1995.~~

B. "Capital Improvement" means the installation of new improvements and facilities, and/or the replacement or reconstruction of existing improvements and facilities which consist of more than ordinary maintenance or repairs, with a useful life of at least five years.

A.C. “City” means the City of Beaumont, California.

B.D. "Consumer Price Index" or "C. P. I." means the Index known as the "Consumer Price Index for all Urban Consumers for the Los Angeles-Anaheim-Riverside Area, (1982-1984) and thereafter or the index which may replace this index if it is discontinued.

~~C. "Landlord" means any owner, lessor, operator or manager of a mobile home park.~~

D.E. ~~"Mobile home" shall have the same meaning as set forth in California Civil Code section 798.3, as may be amended from time to time. means a structure designed for human habitation and for being moved on a street or highway under permit pursuant to Section 35790 of the Vehicle Code. Except as provided in Civil Code Section 798.3, mobile home does not include "recreational vehicle" as defined in Section 799.29 of the Civil Code or a "commercial coach" as defined in Section 18001.8 of the Health and Safety Code.~~

E.F. ~~"“Mobile home owner”" or "“resident”homeowner” means any person who has a tenancy in a Mobile home Park under a rental agreement. entitled to occupy a mobile home dwelling space pursuant to ownership thereof or a rental or lease agreement with the owner thereof.~~

G. ~~“Mobile home park” means any area of land in the City where two or more mobile home sites are rented, or held out for rent, to accommodate mobile homes used for human habitation.~~

F.H. "Mobile home park owner" or "park owner" means the owner, lessor, operator, manager or designated agent thereof of a mobile home park; sometimes referred to as "owner" or "landlord."f."

I. ~~“Mobilehome Residency Law” means and refers to Chapter 2.5 of the California Civil Code section 798, et seq., as may be amended from time to time.~~

G.J. "Mobile home space" or "space" means the site within a mobile home park intended, designed, or used for the location or accommodation of a mobile home and any accessory structures or appurtenances attached thereto or used in conjunction therewith.

K. ~~H.~~—"Rent adjustments" means any rent increase or decrease demanded of or paid by a tenant, including any reduction in housing services without a corresponding reduction in the monies demanded or paid for rent.

~~H.L.~~ ~~I.~~—"Rental agreement" means an agreement between a mobile home park owner and tenant establishing the terms and conditions of a tenancy in a mobile home park. A lease is a rental agreement.

~~M.~~ ~~J.~~—"Resident" is a homeowner or other person who lawfully occupies a mobile home in the City.

~~L.N.~~ "Residential rental space" means any mobile home space occupied by any person other than the owner of the park for payment of rent pursuant to an oral or written lease, or other form of rental agreement.

~~L.O.~~ ~~K.~~—"Space rent" means the consideration, including any bonuses, benefits, or gratuities demanded or received for and in connection with the use or occupancy of a mobile home space within a mobile home park, or for housing services provided and security deposits, but exclusive of any amounts paid for the use of the mobile home as a dwelling unit. The use or occupancy of a mobile home space shall include the exercise of all rights and privileges and the use of facilities, services and amenities accruing to the residents thereof. "Space rent" shall not include any separately billed utility fees and charges for natural gas or liquid propane gas, electricity, water, cable television, garbage or refuse service and sewer service.

~~L.P.~~ ~~L.~~—"Tenancy" means the right of a ~~homeowner~~tenant to the use of ~~a site within a mobile home park~~ ~~a mobile home site within a mobile home park~~ on which to locate, maintain, and occupy a mobile home, site improvements and accessory structures; for human habitation, including the use of the services and facilities of the mobile home park.

~~L.Q.~~ ~~M.~~—"Tenant" means any person entitled to occupy such mobile home space pursuant to an oral or written lease with the owner thereof, or pursuant to some other rental agreement with the owner, lessor, operator or manager thereof.

13.21.050 [RESERVED].

13.21.050 Exemptions from coverage.

~~The provisions of this Ordinance shall not apply to the following:~~

~~Newly Constructed Space. Space rent or space rent adjustments for new mobile home spaces whether in parks constructed after January 1, 1990 or spaces rented out for the first time after January 1, 1990 shall be exempt from the provisions of this Ordinance. Civil Code Section 798.45.~~

~~B. Vacancies.~~

~~Subject to the exceptions in paragraphs 2 and 3 below, if the mobile home space or mobile home is (a) voluntarily vacated, abandoned or repossessed, or (b) vacated pursuant to California~~

~~Civil Code Sections 798.56 or 798.75 the landlord may adjust the rental rate to an amount as he or she in his or her discretion may determine.~~

~~Subject to the provisions of Civil Code Section 798.17, if the mobile home is sold in place and is to remain on site, the landlord may only increase the rental rate of the space to the new owner to an amount that is no greater than the average of the three highest rentals then currently being charged by the park owner for resident owner occupied spaces of comparable size, location and amenities in the park.~~

~~3. In the event a resident owner must move from his or her mobile home because of a need for long term medical or custodial care, the space shall remain subject to this Ordinance during the time that the owner is absent and remains incapacitated. In those parks that allow subletting, the absent and incapacitated owner may sublet the mobile home for a charge not to exceed the space rent and utilities and all legally allowable pass thorough costs for a period of time not to exceed 24 months without removing the space from the protection of this Ordinance.~~

~~C. Space Rent Agreement Exemption. Any rental agreement in excess of 12 months duration which also meets all criteria specified by Section 798.15 and Section 798.17 of the California Civil Code, including, but not limited to, the tenant notification requirement within the first paragraph of such rental agreements, shall be exempt from the space rent ceiling provisions of this Ordinance, but only during the term of such rental agreement or any uninterrupted, continuous extensions thereof. If such rental agreement is not extended and no new rental agreement in excess of 12 months duration is entered into, then the last month's rent under the expired rental agreement shall be the base rent for purposes of this Ordinance. Any rental agreement exempt from this Ordinance by virtue of this subsection shall remain so exempt despite voluntary amendments made thereto, as long as any amendments extending the term contain the disclosures required by Section 798.17 of the California Civil Code.~~

~~D. Lease Agreement Exemption. Section 7 of this Ordinance does not apply to any residential rental space for the rental of which the mobile home park owner and the tenants have mutually agreed to enter into a lease which conforms to the provisions of California Civil Code Section 798.15 et seq.~~

~~E. Tenant Approval. This Ordinance does not apply if two-thirds of all mobile homes affected by the rent increase or other action give their approval in writing as evidenced by the signature of one tenant for each space or in an election called to consider the matter with each space casting one vote. The park owner shall supply proof of such approval to the Director for verification.~~

~~F. Violation. No person shall perform any act of duress, menace, or undue influence with the intent of thereby obtaining the consent of any other person to enter into any lease for the occupancy of a residential rental space in a mobile home park.~~

13.21.060 [RESERVED].

13.21.060 Registration and fees.

- ~~A. Within 90 calendar days after the effective date of this Ordinance, mobile home park owners are required to register all mobile home parks and mobile home rental spaces within such parks with the Director. The initial registration shall include: the name(s), business address(es), business telephone number(s) of each person or legal entity possessing an ownership interest in the park and the nature of such interest; the number of mobile home rental spaces within the park; the space rent charged for each space during the base year; and the number of spaces currently exempt under Civil Code Sections 798.17 and 798.45. The Director is hereby empowered to establish procedures for requiring such re-registration as he or she deems necessary.~~
- ~~B. After initial registration and on an annual basis, if needed thereafter, each space in the park then subject to the provisions of this Ordinance and not otherwise exempt under provisions in the Mobile Home Residency Law, i.e., Civil Code Sections 798.17 [or such other amount as the City Council may establish] and 798.45, may be assessed a fee of up to \$12 per space per year to cover the anticipated costs of administering this Ordinance. The fee shall be collected by the park owner who shall promptly remit all of the per space fee collected except \$1.00 per space to the Director who shall use the monies so received to cover the costs of administering this Ordinance. The park owner shall be entitled to retain \$1.00 of the fee amount collected to cover the park owner's expenses in complying with this Ordinance.~~
- ~~C. No park owner shall be eligible to receive any rent ceiling adjustment as provided for under the provisions of this Ordinance unless such current registration information as may then be required for the mobile home park is on file with the Director at the time the petition for the rent ceiling adjustment is filed. The registration and re-registration requirements provided for in this section, or which may be hereafter established by the City Council, shall apply to all mobile home parks including those exempt from the space rent ceiling limitation by reason of the existence of a valid space rent agreement. Registration shall not apply to parks that were constructed in 1990 or later.~~

13.21.070 Space rent ceiling or maximum allowable space rent.

Beginning the first month which commences following the day after the effective date of this Ordinance, no mobile home park owner shall charge space rent for any mobile home space in an amount greater than (a) the space rent in effect on December 31, 1995 increased by the increase in the CPI since that date or (b) the rent for the space that is in effect on the effective date of this Ordinance. The space rent in effect on that date shall be known as the "space rent ceiling."

If there was no space rent in effect on December 31, 1995, the space rent ceiling shall be the space rent that was charged on the first date that space rent was charged after December 31, 1995 (with the exception above noted) adjusted by the CPI to the current date as indicated above or the rent for the space that is in effect on the effective date of this Ordinance. If a mobile home park space is exempted from the application of this Ordinance by reason of the existence of a space

rent agreement and the agreement expires, the space rent ceiling for that space shall be the space rent in effect on the date the agreement expires.

13.21.080 Space rent ceiling adjustment—Initial adjustment.

- A. No adjustment in space rent ceilings shall be permitted except as provided for herein.
- B. Permissive Adjustment. A park owner shall be entitled to an initial permissive adjustment gross space rental income equal to 100 percent increase in the Consumer Price Index (CPI) from the end of the base year (1991) to the date of application for the adjustment. The percentage adjustment in the CPI shall be calculated by subtracting the CPI reported for December, 1995, from the most recently reported monthly CPI preceding the application and then dividing this remainder by the December, 1995, CPI.

13.21.090 Space rent ceiling adjustment—Annual adjustments.

Commencing in calendar year 1996, park owners shall be entitled to the following annual adjustments.

A. Permissive Annual Adjustment.

~~1.~~ A park owner shall be entitled to one annual permissive adjustment of gross space rental income equal to 100 percent of the percentage adjustment in the CPI for that year, but in no case more than 7% per year. A park owner shall not impose more than one (1) rent increase for a covered residential rental space in any 12-month period, calculated from the date the rent increase takes effect, unless otherwise permitted pursuant to this Ordinance. ~~from the date of the most recent initial or annual adjustment to the date of application for the proposed adjustment.~~ No application or permission is required for the annual CPI adjustment under this section.

B. Net Operating Income (NOI) Adjustment.

1. In the event a park owner believes he or she does not receive a just and reasonable return on park property after receiving the maximum permissive CPI adjustment provided for above, the park owner may, upon payment of all filing or other fees as hereinafter provided, required, file a petition with the Director Administrative Appeals Board for an adjustment of the space rent ceiling, providing adequate justification for the proposed increase.

~~(a) — Upon the filing by a park owner of a petition for hardship rent increase, the Director shall request a deposit from the petitioner who shall pay 50 percent of the anticipated cost of the proceedings. Any final decision of the Arbitrator or Mobile Home Board (or final decision of a Hearing Officer if not appealed to the City Council) shall contain an estimate of the total expenses of the Hearing~~

~~process. The petitioner shall be obligated to pay, as a fee, one half of the total cost of said hearing process (less the deposit). Any hardship rent increase may be conditioned upon the payment of said fee. In the event that the deposit exceeds one half of the expense of the hearing process, the petitioner will be entitled to a refund of that difference.~~

~~If the City shall establish forms for such a petition, the petition shall be prepared and submitted using such a form. In the absence of such designated form, such~~

~~2. In addition to any other applicable information required by the Administrative Appeals Board, any such~~ petition shall be in writing verified by the applicant, and shall contain the names, address and telephone number of the applicant, the name and address of the tenant of each rental space which would be affected if the petition were granted, a statement of the facts giving rise to the petition for an NOI adjustment in sufficient detail that, if established, such facts would demonstrate the existence of a decrease in the NOI warranting such NOI adjustment.

~~1.~~ 3. Within 30 working days after the petition has been submitted to the ~~Director Administrative Appeals Board~~ for filing, petitioner shall be given notice of the time and place of the hearing, which notice together with a copy of the petition shall be served upon or mailed to each tenant of a rental space which would be affected by the NOI adjustment, if granted. When a declaration of service has been submitted to the ~~Director, Administrative Appeals Board~~, the petition for an NOI adjustment shall be deemed filed.

~~2.~~ 4. Upon filing of a complete petition, and presentation of sufficient facts demonstrating the existence of a decrease in the NOI warranting such NOI adjustment, ~~Aa~~ park owner shall be entitled to an adjustment of the space rent ceiling so as to enable the park owner's ~~net operating income (NOI)~~ for the subsequent year to be increased by a rate which, when added to the maximum permissible CPI adjustment provided for above will give the park owner a just and reasonable return on park property. In determining whether the current NOI is adequate in comparison with the base year NOI, the NOI for the park earned in the base year shall be increased by the amount of the CPI increase from the base year to the date of the proposed rental increase.

~~C.~~ 5. During the hearing, any tenant which would be affected if the petition is granted shall be permitted to be heard and to present any evidence for or against the proposed NOI adjustment.

6. No annual adjustment shall become effective if a previous annual adjustment became effective within the previous 12 months unless approved by ~~the Administrative Appeals Board~~ Arbitrator.

CD. Rent Increase Based upon Capital Improvements.

1. A park owner shall be permitted to increase rent for a capital improvement upon petition to the Administrative Appeals Board where:
 - (a) the improvement has been agreed upon between the park owner, and by more than 50 percent of the owners of all mobile homes affected by the improvement in an election called to consider the matter with each space casting one vote by written ballot; or
 - (b) the improvement is required (a) to maintain the common facilities and other areas of the park in a safe and sanitary condition (b) to maintain the existing level of park amenities and services, or (c) to comply with the law or an administrative regulation. No vote of mobile home owners shall be required for approval under this provision.
2. Capital improvement costs for items which are not necessary or approved as described above in paragraph 1, shall be allowable rent increases only upon petition to the Administrative Appeals Board which establishes that the park owner has (a) consulted with the park residents to be affected prior to initiating construction of such improvements, regarding the nature and purpose of such improvements and the estimated cost of such improvements, and (b) demonstrated the need for the improvements and the reasonableness of the anticipated costs.
3. The petition for the cost of a completed capital improvement or the estimated cost of a proposed capital improvement under this section shall be filed by the park owner with the Administrative Appeals Board, including payment of filing or other fees, and shall contain:
 - (a) A description of the capital improvement;
 - (b) A copy of all estimates, contracts, bills, invoices, canceled checks and other documentation reasonably necessary to establish the cost of the capital improvement and the reasonable cost of financing the capital improvement. If, instead of borrowing the money to make the capital improvement, the park owner uses his or her own funds, the reasonable cost of financing which will be allowed shall be the average prime rate charged by the Bank of America for the three months preceding the start of construction of the capital improvement; and
 - (c) If the capital improvement has been agreed upon between the park owner and by more than 50 percent of the owners of all mobile homes affected by the improvement, proof of that fact will be submitted with the application.

~~An application for a rent increase based on the cost of a proposed or completed capital improvement may be filed by the park owner with the Director pursuant to this subsection. For the purposes of this subsection "Capital Improvement" is defined as the installation of new improvements and facilities, and/or the replacement or reconstruction of existing improvements and facilities which consist of more than ordinary maintenance or repairs, with a useful life of at least five years.~~

~~1. A capital improvement shall be approved by the Arbitrator where the improvement has been agreed upon between the park owner, and by more than 50 percent of the owners of all mobile homes affected by the improvement in an election called to consider the matter with each space casting one vote. A capital improvement shall be approved if the improvement is required (a) to maintain the common facilities and other areas of the park in a safe and sanitary condition (b) to maintain the existing level of park amenities and services, or (c) to comply with the law or an administrative regulation. No vote of mobile home owners shall be required for approval under this provision.~~

~~2. Capital improvement costs for items which are not necessary or approved as described above, in paragraphs 1 and 2, shall be allowable rent increases only if the park owner has (a) consulted with the park residents to be affected prior to initiating construction of such improvements, regarding the nature and purpose of such improvements and the estimated cost of such improvements, and (b) demonstrated the need for the improvements and the reasonableness of the anticipated costs.~~

~~3. Capital improvement rent increases shall be amortized over the useful life of the improvement as set forth in Internal Revenue "class life" tables then in effect, unless the Administrative Appeals Board, in its discretion ~~Arbitrator at its discretion~~ determines that the use of such tables is unreasonable under the circumstances.~~

~~4.5. In addition to the reasonable cost of the improvement(s) and the reasonable costs of financing, the rent increase shall include a return of two percent over the prime rate at Bank of America in effect at the time the rent increase is approved calculated annually on the unamortized cost improvement.~~

~~6. In the event the need for the capital improvement is a result of an accident, disaster, or other event for which the park owner receives insurance benefits, only those capital improvement costs which exceed such insurance benefits may be amortized as operating expenses unless the uncovered loss or portion thereof is a result of an underinsured or uninsured loss in which event the underinsured or uninsured portion is disallowed unless prudent business practices would not require it to be insured. ~~ensued~~.~~

- ~~7.~~ ~~7.~~ Capital improvement rent increases shall be apportioned equally among all spaces in the mobile home park affected thereby and shall be payable monthly, and shall be set forth by the park owner as a separate item from the space rent. The increase shall remain in effect until the cost of the improvement, plus reasonable costs of financing as set forth above, have been fully recovered.
- ~~8.~~ ~~The application for the cost of a completed capital improvement or the estimated cost of a proposed capital improvement shall contain:~~
- ~~(a)~~ ~~A description of the capital improvement;~~
 - ~~(b)~~ ~~A copy of all estimates, contracts, bills, invoices, canceled checks and other documentation reasonably necessary to establish the cost of the capital improvement and the reasonable cost of financing the capital improvement. If, instead of borrowing the money to make the capital improvement, the park owner uses his or her own funds, the reasonable cost of financing which will be allowed shall be the average prime rate charged by the Bank of America for the three months preceding the start of construction of the capital improvement; and~~
 - ~~(c)~~ ~~If the capital improvement has been agreed upon between the park owner and by more than 50 percent of the owners of all mobile homes affected by the improvement, proof of that fact will be submitted with the application.~~
- ~~9.~~ ~~A petition by tenants, as allowed by Section 13.21.120, will be limited to challenging the special increase for a capital improvement only on the basis that it does not meet the criteria established by Section 13.21.090.D of this Ordinance.~~
- ~~8.~~ ~~10.~~ ~~The Hearing Officer or Arbitrator~~ Administrative Appeals Board may, in its discretion, approve the capital improvement without the necessity of a hearing, as provided for in this Ordinance.
- ~~9.~~ ~~11.~~ No rent increase for a proposed capital improvement may be collected until the park owner provides proof to the ~~Director~~ Administrative Appeals Boards that the improvement has been completed.

13.21.100 Required certification on rental adjustment notice.

The ~~Arbitrator~~ Administrative Appeals Board shall have the right to deny any rent adjustment under this Ordinance if the owner:

~~A.~~ ~~H~~ ~~has failed to comply with any provisions of this Ordinance and/or regulations issued there under by the Director or the City Council.~~

13.21.110 [RESERVED].

13.21.110 Petition by tenant.

- A. ~~Any tenant of a mobile home rental space affected by this Ordinance, upon payment of a filing fee of \$1.00 and joined by at least 30 percent of the other tenants similarly affected (each of whom pays \$1.00 per space), may petition for a determination whether a proposed or actual action by the landlord affecting such tenant(s) is within the terms of this Ordinance. If the City shall establish forms for such petitions, the petition shall be prepared and submitted upon such form. In the absence of such designated form, the petition shall contain the name, address and telephone number, if known, of the landlord, owner, manager, or other person authorized to represent the owner of the mobile home park, a brief statement of the facts giving rise to the petition and a statement that a copy of the petition has been personally served or mailed to the owner, manager or other person authorized to accept and receive notices to the landlord.~~

- B. ~~The petition shall also include the name, address, and telephone number of the designated representative of the petitioner(s) to whom notices and other communications respecting the petition are to be transmitted.~~

- C. ~~In the event a petition by a tenant(s) results in a downward adjustment in the space rent, the park owner shall not be obligated to adjust any rent except the rent of those tenant(s) who signed the petition and paid the established filing fee.~~

- D. ~~A petition must be filed within 60 days of notice being given by the park owner or within 90 days of the action actually taken by the park owner when no written notice preceded the action.~~

- E. ~~In the event the petitioner or petitioners are claiming that a net operating income rental increase otherwise allowed by Section 13.21.090B above should be disallowed in whole or in part because of conditions of deteriorating maintenance the petitioner(s) shall specify the conditions of deteriorating maintenance in their petition with the specificity required by Civil Code Section 798.84(b).~~

- F. ~~Upon receipt of the petition, the Director shall determine whether or not the petition contains the minimum number of signatures required. Thereafter, the Director shall notify, in writing, the park owner and the residents of the results of his/her determination.~~

- G. ~~The Director shall in a timely manner assign a Hearing Officer who shall conduct an informal hearing in an attempt to resolve the matter. In making his/her recommendation(s), the Hearing Officer may consider all relevant factors including those listed in this Ordinance.~~

- ~~H. The Hearing Officer shall, if he/she finds it practical to do so, hold the informal hearing at the mobile home park. In any event, the Hearing Officer shall use all reasonable efforts to hold the hearing at a location which is convenient for the residents of the park.~~
- ~~I. The hearing may be attended by no more than two representatives from the affected tenants and two representatives from the park owner. Attorneys shall not be present at the informal hearing(s) unless agreed to in writing, by both sides except in a case where the park owner or petitioning tenant(s) is an attorney in which case the other party may be accompanied by its own attorney.~~
- ~~J. Either side may submit written, photographic or other type of documentary evidence to support their contentions, but is not required to do so.~~
- ~~K. The Director shall set time lines by which the informal hearing process must be concluded and shall take all appropriate steps to see that the informal hearing process is conducted in a manner that respects the rights of both sides.~~
- ~~L. The Hearing Officer shall serve, by his/her final recommendations in written form to both sides and to the Director.~~
- ~~M. Any agreements reached by the parties shall be reduced to writing and be signed by them and the Hearing Officer.~~
- ~~N. No statement(s) made by a party in the informal hearing process may be introduced into evidence or presented before the Arbitrator unless agreed to by the party making the statement.~~

13.21.120 [RESERVED].

13.21.120 Petition by landlord.

~~Any landlord of a mobile home park affected by this Ordinance may, upon payment of a filing fee of \$1.00 per space affected under this Ordinance, petition for a determination whether a particular course of action by said landlord is allowable, valid and in conformity with this Ordinance. The Director may designate forms for the filing of such petitions. In the event that no such form has been designated, the petition shall be in writing, and shall contain the name, address and telephone number, if any, of the person requesting the interpretation or opinion, the name and address of each tenant of a rental space owned or managed by the person requesting the interpretation or opinion, if it is intended that such interpretation or opinion affects such rental space, a brief statement of the facts giving rise to the request for interpretation or opinion, and a statement that a copy of such petition has been personally served upon or mailed to each such tenant who might be affected thereby.~~

~~The Hearing Officer procedures specified in Section 13.21.110G—N inclusive of this Ordinance shall be used for the initial consideration of the landlord's petition.~~

13.21.130 [RESERVED].

13.21.130 Appeal to Arbitrator.

~~Any party to a hearing conducted by a Hearing Officer shall be entitled to appeal the decision of the Hearing Officer to the Arbitrator.~~

13.21.140 [RESERVED].

13.21.140 Arbitration.

~~A.—— If a majority of the petitioning parties or the park owner wish to proceed to arbitration they shall, within 20 days of the date of service of the written notification of the Hearing Officer's final recommendation, notify the Director in writing of their decision to proceed to arbitration.~~

~~B.—— Within 30 days of notice of the filing of the request for arbitration the mobile home owner(s) and park owner shall contribute and deposit a sum of money with the Director for the estimated costs of, and as determined by, the Director. In no event shall the mobile home owner(s) contribution exceed \$300.00 or such other amount (greater or lesser) as the Director may establish. Failure on the part of the petitioner(s) to deposit its share, shall terminate the proceedings and will be deemed a denial of the request. In the event the park owner fails to deposit his share, the Arbitrator shall enter an order as to such park owner denying any increase in rent or any other new "pass through" charge for a 12-month period, beginning the date of the notice of increase that is the subject of dispute. This order shall become effective 30 days from the date it is mailed by the Director unless a court-ordered stay of execution is granted. Unless such a stay is granted, any rent increase collected by park owner while this procedure was pending shall be refunded to residents within 60 days of the date of mailing of the notice denying the increase pursuant to this Section, by the Director. If no contrary court order is entered, and the amounts owed are not repaid in 60 days, affected residents may reduce their rental payments next due by the amount overpaid. If the amount exceeds one month's payment, the balance shall be deducted the next month until resident has received the overpayment plus ten percent of the total as a penalty for park owner not having complied with the provisions of this Ordinance.~~

~~C.—— In the event a petition by a tenant(s) results in a downward adjustment in the space rent, the park owner shall not be obligated to adjust any rent except the rent of those tenant(s) who signed the petition and paid the established filing fee.~~

13.21.150 [RESERVED].

13.21.150 Selection of Arbitrator.

~~A.—— The City Manager shall, if the parties cannot otherwise agree, select the person who is to be the Arbitrator. The Arbitrator shall be selected from a list of recommendations provided by the Board of Directors of the Riverside County Bar Association or such other organization(s) as the City Manager deems appropriate. The Arbitrator shall be a resident of Riverside County and be qualified by education, training and experience.~~

~~B.—— The City shall pay the Arbitrator his or her fees as agreed between the Arbitrator and the City Manager.~~

13.21.160 [RESERVED].

13.21.160 Conduct of Arbitration.

~~A. — The following is applicable to all hearings before the Arbitrator.~~

~~B. — Each party to a hearing may have assistance in presenting evidence or in setting forth by argument his or her position, from an accountant, attorney or such other person of his own choosing as may be designated by said party.~~

~~C. — Formal rules of evidence shall not apply in such proceedings; however, all testimony (oral or written) offered as evidence shall be submitted under oath.~~

~~D. — In the event any party shall fail to appear at the time and place set for hearing of a petition without good cause as determined by the Arbitrator, the Arbitrator may hear and review such evidence as may be presented by those present, and may make such findings and decisions as shall be supported by the evidence placed into the record.~~

~~E. — The Arbitrator shall make findings based on the evidence as presented as to each fact relevant to its decision on the petition. The decision shall be based upon the findings, and shall:~~

~~1. — Determine whether the action or proposed action of a landlord is valid, authorized, and in conformity with this Ordinance;~~

~~F. — The decision shall be made no later than 30 days after the matter has been submitted for determination. No rent adjustment shall be authorized unless supported by a preponderance of the evidence. A written notice of the decision shall be sent to each party to a proceeding.~~

13.21.170 Appeal to court.

The findings and decision of the ~~Arbitrator~~ Administrative Appeals Board shall be a final administrative action. There shall be no right of appeal to the City Council, but appeal may be made to Court pursuant to Code of Civil Procedure Sections 1094.5 and 1094.6. Such findings and decision shall be public records, ~~and~~ may be certified ~~by the Director, or~~ by the City Clerk. Each decision shall set forth a Notice as required by ~~California Government Code~~ Code of Civil Procedure Section 1094.6. The decision shall become effective and final upon mailing to the parties.

13.21.180 Priorities.

All petitions for hearings shall be heard in order of date filed.

13.21.190 Rent adjustment regulations.

For purposes of determining allowable NOI rent adjustments pursuant to Section 13.21.090B, ~~except those specified in Section 13.21.090 A for permissive annual adjustment and in Section 13.21.090 D for capital improvements,~~ the principles set forth in this section shall be used. The ~~Arbitrator~~ Administrative Appeals Board may consider all relevant factors including, but not limited to: increases or decreases in operating and maintenance expenses, the extent and cost of utilities paid by the park owner, necessary and reasonable capital improvements of the park as distinguished from normal repair, replacement and maintenance, increases or decreases in amenities, equipment, insurance, services, substantial deterioration of the park other than as a result of ordinary wear and tear, failure on the part of the park owner to provide timely and/or adequate maintenance and repair, federal and state income tax benefits, the speculative nature of the investment, whether or not the property was acquired or is held as a long term or short term investment, the owner's rate of return on investment, the owner's method of financing and prudent use and need thereof, the owner's current and base year net operating income (NOI) as inflated to date by current CPI and any other factors deemed relevant by the ~~Arbitrator~~ Administrative Appeals Board, in providing the owner a fair return.

The fact that a park is old shall not, of itself, be indicative that maintenance has deteriorated. The ~~Arbitrator~~ Administrative Appeals Board shall distinguish between normal deterioration and obsolescence of the park due to age and failure to adequately maintain.

In the event any such claim or claims of failure to adequately maintain are proven, the ~~Arbitrator~~ Administrative Appeals Boards may take one or more of the following actions:

- A. Deny any rental increase.
- B. Offset any allowable rental increase by an amount that is adequate to reflect the degree of failure to adequately maintain.
- C. Condition any allowable rental increase upon a remediation of the failure to maintain by the park owner. In this regard, the ~~Arbitrator~~ Administrative Appeals Board may freeze rents at the pre-increase level until such time as the park owner has come into compliance with the ~~Arbitrator's~~ Administrative Appeal Board's decision.
- D. The ~~Arbitrator~~ Administrative Appeals Board may recess the hearing for a period not to exceed 90 days to allow the park owner to correct the condition or conditions of inadequate maintenance.
- E. The ~~Arbitrator~~ Administrative Appeals Board may combine any two or more of the above-listed actions and/or may take any other action or actions that it deems necessary to correct the problem of inadequate maintenance.

13.21.200 Net operating income.

Net operating income (NOI) shall be gross income less allowable operating expenses.

13.21.210 Gross income.

Gross income equals:

- A. Gross rents, computed as gross rental income at 100 percent paid occupancy, plus
- B. Interest from rental deposits, unless directly paid by the landlord to the tenants, ~~plus-~~
- C. Income from miscellaneous sources, including, but not limited to, laundry facilities, vending machines, amusement devices, cleaning fees or services, garage and parking fees, plus
- D. All other income or consideration received or receivable for or in connection with the use or occupancy of rental units,
- E. Minus uncollected rents due to vacancy and bad debts to the extent that the same are beyond the landlord's control.

13.21.220 Allowable operating expenses.

Operating expenses shall include but not be limited to the following:

- A. Real property taxes.~~5~~
- B. Utility costs. Utility costs are for natural gas or liquid propane gas, electricity, water, cable television, garbage or refuse service, and sewer service, unless billed separately to and paid by the park residents in which case the park owner may not deduct such costs. It is assumed that charges for utility services billed to the tenant separately include an adequate reserve amount to repair and upgrade meters, lines and equipment and the park owner shall have the burden of showing by clear and convincing evidence that any additional expense is necessary to cover such repairs or upgrade.
- C. Management fees actually paid if management services are contracted for. If all or a portion of management services are performed by the landlord, management fees shall include the reasonable value for such landlord performed services. Management fees greater than five percent of gross income are presumed to be unreasonable. Such presumption may be rebutted.
- D. Other reasonable management expenses, including, but not limited to, necessary and reasonable advertising, accounting and insurance.
- E. Normal repair and maintenance expenses, including, but not limited to, painting, normal cleaning, fumigation, landscaping, and repair of all standard services,

including electrical, plumbing, carpentry, furnished appliances, drapes, carpets, and furniture.

- F. Owner-performed labor, which shall be compensated at the following hourly rates upon documentation of the date, time, and nature of the work performed:
 - 1. At the general prevailing rate of per diem wages for the Riverside area, for the specific type of work performed, as determined and published by the Director of the Department of Industrial Relations of the State of California pursuant to Section 1770 et seq. of the Labor Code of the State of California.
 - 2. If no such general prevailing rate has been determined and published, then a cost per hour for general maintenance and a cost per hour for skilled labor as established by Riverside County ~~Department~~ Office of Economic Development.
 - 3. Notwithstanding the above, a landlord may receive greater or lesser compensation for self-labor if the landlord proves by clear and convincing evidence that the amounts set forth above are substantially unfair in a given case.
 - 4. Owner performed labor in excess of five percent of gross income shall not be allowed unless the landlord proves by clear and convincing evidence that such excess labor expenses resulted in proportionately greater services for the benefit of tenants.
- G. License and registration fees required by law to the extent same are not otherwise paid by tenants.
- H. The reasonable cost of the capital improvement including reasonable financing costs, plus two percent over the prime rate at Bank of America in effect at the time of the assessment computed in accordance with any useful life table utilized by the Internal Revenue Service.
- I. Reasonable attorneys' fees and costs incurred as normal reasonable costs of doing business, including, but not limited to, good faith attempts to recover rents owing and good faith unlawful detainer actions not in derogation of applicable law, to the extent same are not recovered from tenants.

13.21.230 Operating expenses not allowable.

Operating expenses shall not include the following:

- A. Avoidable, unreasonable or unnecessary expenses;

± All expenses allowed must be reasonable. To the extent that the ~~Arbitrator~~ Administrative Appeals Board finds any expense(s) to be unreasonable, the ~~Arbitrator~~ Administrative Appeals Board shall adjust such expense(s).

B. Mortgage principal and interest payments.;

± In refinancing, increased interest shall be permitted to be considered as an operating expense only where the park owner can show that the refinancing was reasonable and consistent with prudent business practices under the circumstances.

C. Lease purchase payments; and rent or lease payments to park owner's lesser; except that increases in such payments in any year may be allowed if found by the ~~Arbitrator~~ Administrative Appeals Board to be reasonable and consistent with prudent business practice under the circumstances.

D. Excessive costs of maintenance caused by delaying normal maintenance.;

E. A cost that results because the loss is uninsured where prudent business practice would expect insurance coverage or the cost for that portion of a loss above a normal deductible, if underinsured, ~~shall not be included as an operating expense.~~

F. Depreciation of the real property.;

G. Any expenses for which the landlord has been reimbursed by any security deposit, insurance settlement, judgment for damages, settlement, or any other method.

H. Attorneys' fees and other costs incurred for preparation and presentation of proceedings before the ~~Arbitrator~~ Administrative Appeals Board, or in connection with civil actions or proceedings against the ~~Arbitrator~~ City or the Administrative Appeals Board.

I. Penalties, fees or interest assessed or awarded for violation of this or any other statute or ordinance.;

13.21.240 Presumption of fair base year net operating income.

Except as provided in below, it shall be presume that the Net Operating Income produced by a park owner during the base year, provided a fair return on property. Owners shall be entitled to maintain and increase their Net Operating Income from year to year in accordance with Sections 13.21.080B and 13.21.090B.

13.21.250 Rebutting the presumption.

It may be determined that the base year net operating income yielded other than a fair return on property, in which case, the base year Net Operating Income may be adjusted. In order to make

such a determination, the ~~Arbitrator or its designee~~Administrative Appeals Board must make at least one of the following findings:

- A. The owner's operating and maintenance expenses in the base year were unusually high or low in comparison to other years. In such instances, adjustments may be made in calculating such expenses so the base year operating expenses reflect average expenses for the property over a reasonable period of time. The ~~Arbitrator~~Administrative Appeals Board shall consider the following factors:
 - 1. The owners made substantial capital improvements during the base year which were not reflected in the rent levels on the base date.
 - 2. Substantial repairs were made due to damage caused by natural disaster, vandalism or other cause which management has taken appropriate action to reduce.
 - 3. Maintenance and repair were below accepted standards so as to cause significant deterioration in the quality of housing services.
 - 4. Other expenses were unreasonably high or low notwithstanding the following of prudent business practices by management.

- B. The rental rates in the base year were disproportionate due to enumerated factors below. In such instances, adjustments may be made in calculating gross rents consistent with the purpose of this Ordinance.
 - 1. The rental rates in the base year were substantially higher or lower than in preceding months by reason of premiums being charged or rebates being given for reasons unique to particular units or limited to the period determining the base rent.
 - 2. The rent in the base year was substantially higher or lower than at other times of the year by reason of seasonal demand or seasonal variations in rent.
 - 3. The rental rates in the base year were exceptionally high or low due to other factors which would cause the application of the base year net operating income to result in gross inequity to either the owner or tenant.

13.21.260 Determination of base year net operating income.

- A. To determine the net operating income during the base year, there shall be deducted from the annualized gross income being realized in 1991, a sum equal to the actual operating expenses for calendar year 1991, unless the owner demonstrates to the satisfaction of the ~~Arbitrator~~Administrative Appeals Board that the use of some other consecutive 12-month period is justified by reasons consistent with the purposes of this section.

- B. In the event the owner did not own the subject property during the base year, the operating expenses for 1991 shall be determined by one of the following methods, whichever the ~~Arbitrator or Board~~Administrative Appeals Board determines to be more reliable in the particular case:
1. The previous owner's actual operating expenses as defined in Section 13.21.220 and 13.21.230 if such figures were available, or
 2. Actual operating expenses for the first calendar year of new ownership, adjusted to 1991.
- C. Park owners shall be entitled to maintain and increase their net operating income from year to year in accordance with the guidelines set forth in this Ordinance. It shall further be rebuttably presumed that where the net operating income is less than 50 percent of gross income in the base year, the park owner was receiving less than a just and reasonable return on the mobile home park.

13.21.270 Determination of current year net operating income.

To determine the current year net operating income there shall be deducted from the annualized gross income, determined by analyzing the monthly rents in effect at the time of filing of a petition, a sum equal to the actual operating expenses for the last calendar year (unless the owner demonstrates to the satisfaction of the ~~Arbitrator~~Administrative Appeals Board that the use of some other consecutive 12-month period is justified by reasons consistent with the purposes of this section).

13.21.280 Schedule of increases in operating expenses.

Where scheduling of rental increases, or other calculations, require projections of income and expenses, it shall be assumed that operating expenses, exclusive of property taxes, and management expenses, increase at five percent per year, that property taxes increase at two percent per year, and that management expenses constitute five percent of gross income, provided, however, that if actual increases are greater or less than those listed in this section, the actual increases shown according to proof shall be the increases applicable.

13.21.290 Discretionary considerations.

While the net operating income formula should operate to provide a park owner a fair return on the park, the ~~Hearing Officer or Arbitrator~~Administrative Appeals Board considering a request for rent increases shall consider all relevant factors presented in making a determination, as set forth in this Ordinance.

13.21.300 Increases pending hearing.

Rent increases which require petition with the Administrative Appeals Board may not be collected ~~in full~~ by the park owner until such time as ordered ~~otherwise~~ by a final decision of the ~~Arbitrator~~ Administrative Appeals Board or unless agreed upon by the residents and the park owner; however, a park owner may continue to collect the full amount of rent permitted, including any permissive CPI adjustment, which does not require such approval.

13.21.310 Rent adjustments for reduction in utility services.

- A. If a mobile home park provides in the rent, without separate charge, utilities or similar services (including, but not limited to, natural gas, electricity, water, sewer, trash, and/or cable television) and converts to separate charge for such service by separate metering, separate charge or other lawful means of transferring to the tenant the obligation for payment for such services, the cost savings shall be passed through to tenants by a rent adjustment equal to the actual cost to the park of such transferred utility or similar service (less common area usage) based on costs for the 12 months period prior to notice to the tenants of the change. It is the intent of this Section for those rental agreements entered into on or after January 1, 1991, to be consistent with the provisions of Mobilehome Residency Law, including Civil Code Section 798.41 as adopted by Chapter 1013, Section 2 of the Statutes of 1990, as may be amended from time to time.
- B. For purposes of this section, in determining cost savings to be passed on to tenants in the form of decreased rent, the cost of installation of separate utility meters, or similar costs incurred by the owner to shift the obligation for payment of utility costs to the tenants shall not be considered. However, this shall not be construed to prohibit or prevent the consideration of inclusion of such costs as an increased operating expense. ~~at arbitration.~~

13.21.320 Quantum of proof and burden of proof.

The decision of the ~~Arbitrator, the Director, or the Hearing Officer~~ Administrative Appeals Board must be supported by the evidence submitted. ~~In Arbitration,~~ The petitioning party shall have the burden of going forward with the evidence and the burden of persuasion by a preponderance of the evidence.

13.21.330 Remedies for violation.

- A. Civil Remedies. Any person who demands, accepts, or retains any payment in violation of any provision of this Ordinance shall be liable in a civil action to the person from whom such payment is demanded, accepted, or retained ~~for damages in the sum of three times the amount by which the payment or payments demanded, accepted or retained exceed the maximum rent which could lawfully be demanded, accepted, or retained,~~ together with reasonable attorney's fees and costs as determined by the Court.

- B. Criminal Remedies. It shall be unlawful for any owner to willfully and knowingly adjust any rent in an amount in excess of that allowed under this Ordinance ~~or by order of the Arbitrator~~. Any owner who willfully and knowingly violates any of the provisions of this Ordinance ~~or the orders of the Arbitrator~~ shall be guilty of a misdemeanor punishable by a fine not exceeding \$1,000 or six months in jail ~~or both~~.
- C. Injunctive and Other Civil Relief. Any Mobile home park operated, conducted, or maintained contrary to the provisions of this Ordinance shall be, and is hereby declared to be, unlawful and a public nuisance, and the City may, in addition to or in lieu of prosecution in a civil or criminal action under this Ordinance, commence an action or actions, proceeding or proceedings for the abatement, removal, and enjoinder thereof, in the manner provided by law, and shall take such other steps, and shall apply to such courts or court as may have jurisdiction to grant such relief as will abate, remove, and/or restrain and enjoin any person from operating, conducting, or maintaining a Mobile home park contrary to the provisions of this Ordinance. Such remedies shall be in addition to any other judicial or administrative remedies available to the City under the City Code or state law. The Arbitrator, the Director, the City, and/or the Tenants and Owners may seek relief from the appropriate Court within the jurisdiction in which the rental unit is located to enforce any provision of this Ordinance or its implementing regulations or to restrain or enjoin any violation of this Ordinance and of the rules, regulations, orders and decisions of the Arbitrator or City Council.
- D. Non-waiver of Rights. Any waiver or purported waiver by a tenant or prospective tenant of rights granted under this Ordinance prior to the time when such rights may be exercised, whether oral or written, shall be void as contrary to public policy.
- E. All remedies prescribed by this Ordinance are cumulative and the election of one or more remedy does not bar the City from the pursuit of any other remedy to enforce this Ordinance.
- F. Each violation of this Ordinance shall constitute a separate violation and each violation may be charged as a separate count in the event of administrative or criminal enforcement action.

13.21.340 [RESERVED].

13.21.340 Periodic review of Ordinance.

~~The City Council shall review the provisions of this Ordinance following a report by the Director one year following the date of adoption thereof, and at any other time deemed appropriate, in order to consider the following:~~

- ~~1. Whether this Ordinance continues to be necessary to protect the public health, safety, and welfare.~~

- ~~2. Whether the implementation of the provisions of this Ordinance have been adequate; and~~
- ~~3. Whether the provisions of this Ordinance should be amended to provide more effective regulations or to avoid unnecessary hardship.~~

13.21.350 Severability.

If any provision of this Ordinance or application thereof to any person or circumstances is held to be invalid, this invalidity shall not affect other applications of this Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are declared to be severable.

13.21.360 Ordinance to be liberally construed.

This Ordinance shall be liberally construed to achieve the purposes of this Ordinance and to preserve its validity.

13.21.370 [RESERVED].

~~13.21.370 Prospective effect.~~

~~This Ordinance is intended to operate prospectively from its effective date, and anything which occurred prior to the effective date of this Ordinance which was otherwise lawful shall not be affected.~~

13.21.380 [RESERVED].

~~13.21.080 Introduction.~~

~~This Ordinance was duly and regularly introduced as a meeting of the City on the 12th day of March, 1996.~~

13.21.390 [RESERVED].

~~13.21.390 Effective date.~~

~~This Ordinance is effective 31 days after adoption.~~

13.21.400 Repeal of Ordinance No. 602, and amendments thereto.

Ordinance 602, and amendments thereto, enacted in 1984 adding Chapter 13.16 entitled Mobile Home Rent Review Commission to the Beaumont Municipal Code, is hereby repealed and superseded by the adoption of this Ordinance.



Staff Report

TO: City Council
FROM: Christina Taylor, Deputy City Manager
DATE: November 7, 2023
SUBJECT: Discussion on Special Event Permit Application Fee Waiver Policy

Description Adopt an objective process for evaluating fee waiver requests for Special Event Permit Application deposits. Strategic Plan Target #5 – Quality of Life/Well-Being, Priority Level 2, Goal #5 *Increase community events, arts and culture.*

Background and Analysis:

In March 2023, City Council adopted Resolution No. 2023-03, which established user fees for certain specified services. The new fee schedule went into effect on July 1st and included the categories of *Special Event – Major*, which has a deposit-based fee of \$5,000 and *Special Event – Minor*, which has a deposit of \$500. The deposits are based on the Cost Allocation Plan and are applied to fully allocated hourly rates of staff and any outside costs associated with processing the application. Prior to adoption of the fee schedule, these applications were processed at no charge to the applicant.

Since the fees were adopted, staff has received several applications with requests to waive the application deposit. At the October 7, 2023, City Council Meeting, staff was directed to develop a policy for equitably and objectively evaluating Special Event Permit Application deposit waiver requests. Included as Attachment A is the Special Event Permit Application Fee Waiver Policy. The City Attorney has reviewed the draft policy as presented.

The Policy covers the following areas:

Purpose – ideology behind the policy

Eligible Applicants – Who can apply:

- Intergovernmental Cooperation.
- Non-Profit Organization.
- Entity whose event positively meets the consideration criteria.
- Official City of Beaumont sponsored or co-sponsored event.

Evaluation Criteria – What and how the City is reviewing:

- Whether the event is a benefit to the community.
- Whether the event creates positive publicity for the city.
- The city's cost of providing services for/to the event.
- Whether there are revenues that can be used to offset the impact of a fee waiver on the general fund.
- Whether the event promotes education, public health, public welfare or public safety.

Eligible and Ineligible Fees and Events – What the City can waive

Eligible:

- Special Event Permit Application deposit.
- Banner Permit or other temporary, event related signage permit fee.

Ineligible Costs:

- Staffing or labor costs (i.e. overtime for staff working outside of normal operations), security costs, utility reimbursement costs, deposits for damages to facilities, refuse removal cost, custodial costs, maintenance costs, and any other applicable costs.
- Insurance or other fees as required by the City and/or ordinance.
- Any fees, permits or other items required by outside agencies.
- City of Beaumont business license fees unless otherwise specified in the Beaumont Municipal Code.

Ineligible Events:

- Organizations based outside City of Beaumont (unless the demonstrated benefits are primarily to the residents of Beaumont).
- Events or activities that are not open to the public.
- Events that are political in nature or by individuals seeking political office or elected officials for the purpose of an election campaign.
- Religious organizations seeking space or facilities for religious services.
- Corporate events.
- Family or social gatherings.
- Events that provide no community benefit.
- Trainings that charge for participation.
- Events which charge a fee for entry.
- Projects or organizations who have failed to fulfill their obligations during previous events or activities or failed to comply with conditions of approval resulting in an impact to public health or safety.

- Events scheduled that would conflict with already planned City of Beaumont community events (e.g., Freedom Festival, Blizzard Bash, etc.)

Policies and Procedures – How the review and approval/denial process takes place.

Fiscal Impact:

The cost to prepare this staff report and policy is approximately \$500.

Recommended Action:

Hold discussion and provide direction to staff on the proposed Policy; or

Hold discussion and adopt the Special Event Permit Application Fee Waiver Policy.

Attachments:

- A. Special Event Permit Application Fee Waiver Policy

Special Event Permit Application



Fee Waiver Policy

Purpose

The purpose of the fee waiver policy is to establish fiscally responsible guidelines to equitably evaluate and consider fee waiver requests for one-time events through the Special Event Permit Application process. These guidelines establish parameters for waiving the Special Event Permit Application deposit for community-wide events, homeowner associations or community associations events and other activities or events which provide a direct benefit to the public. For purposes of this policy, the term “fee waiver” is the granting of a reduction or dismissal of the deposit required for filing and processing the Special Event Permit Application.

Special Event

A special event is any temporary event, as further described herein, not exceeding thirty days whether indoors or outdoors, or on improved or unimproved public or private property. It also refers to any event or activity that may result in the closure of any public streets, or any activities which may temporarily require the installation of materials or devices using building, electrical, mechanical, plumbing, flammable or similar materials. Special events may include, but are not limited to, short-term events such as any show, circus, concert, festival, carnival, dance open to the public, exhibition, walk-a-thon, marathon run, cycling event, pumpkin patch, outdoor sales and other event as identified in Beaumont Municipal Code Chapter 9.03 Regulation of Special Events.

Eligible Applicants

Fees may be waived when such action is determined by the City of Beaumont to serve a public purpose and be in the best interest of the City, its residents, and the service applicant. Eligible organizations include the following:

Intergovernmental Cooperation

Non-Profit Organization

Entity whose event positively meets the consideration criteria

Official City of Beaumont Sponsored or Co-Sponsored event (Per Approved Sponsorship)

Evaluation Criteria

The city will consider the following when reviewing a special event fee waiver request:

1. Whether the event is a benefit to the community.
2. Whether the event creates positive publicity for the city.
3. The city's cost of providing services for/to the event.
4. Whether there are revenues that can be used to offset the impact of a fee waiver on the general fund.
5. Whether the event promotes education, public health, public welfare or public safety.

Eligible and Ineligible Fees and Events

Eligible:

1. Special Event Permit Application deposit
2. Banner Permit or other temporary, event related signage permit fee

Organizations can receive up to four Special Event Permit Application fee waivers within a 12- month period.

Ineligible Costs or Fees:

1. Staffing or labor costs (i.e. overtime for staff working outside of normal operations), security costs, utility reimbursement costs, deposits for

damages to facilities, refuse removal cost, custodial costs, maintenance costs, and any other applicable costs


2. Insurance or other fees as required by the City and/or ordinance
3. Any fees, permits or other items required by outside agencies
4. City of Beaumont business license fees unless otherwise specified in the Beaumont Municipal Code

Ineligible Events:

1. Organizations based outside City of Beaumont (unless the demonstrated benefits are primarily to the residents of Beaumont)
2. Events or activities that are not open to the public
3. Events that are political in nature or by individuals seeking political office or elected officials for the purpose of an election campaign
4. Religious organizations seeking space or facilities for religious services
5. Corporate events
6. Family or social gatherings
7. Events that provide no community benefit
8. Trainings that charge for participation
9. Events which charge a fee for entry
10. Projects or organizations who have failed to fulfill their obligations during previous events or activities or failed to comply with conditions of approval resulting in an impact to public health or safety
11. Events scheduled that would conflict with already planned City of Beaumont community events (e.g., Freedom Festival, Blizzard Bash, etc...)

Policy and Procedures

The Community Development Department recognizes the value of working with and supporting organizations to provide services and programs that benefit the Beaumont community. Charging fees is a standard practice when individuals, private groups, government or non-profit groups wish to process requests to hold events. Fees charged for applications help cover the cost of providing such



services. This policy is established for determining when applicable fees (e.g., application deposit) established by the City of Beaumont's adopted Fee Schedule may be waived.

The policy is effective to the extent a fee waiver can be considered without negatively impacting the City's budget or current operations.

Submit a written request for fee waiver with the Special Event Permit Application with all other required materials to the Planning Department.

If the request involves approval from other City departments, the request will be forwarded as part of the review process.

Fee waiver requests will be assessed by the Community Development Department and City Manager's Office, based on the requirements in this policy.

Upon review, the City Manager or his or her designee, will make a recommendation to the City Council for final approval or denial.

The Planning Department will notify the applicant in writing of the final decision.

Within forty-five (45) days of completion of the event for which a fee waiver was given, the organization should provide a written report to the Planning Department, to include at a minimum the number of participants, event revenue and expenses, and a description of the benefit to the City.

Failure to abide by the procedures set forth in this policy or conditions of approval for the application may result in the respective permittee being denied the current and any future fee waiver requests. Organizations that fail to cancel the approved event less than 30 days before their scheduled event and/or that fail to abide by this policy may forfeit their ability to request future fee reductions or waivers or enter into Partnerships with the City for the following twelve (12) months.



California Levine Act Statement

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any Beaumont City Council Member from participating in any action related to a contract or application if he or she receives any political contributions totaling more than \$250 within the previous twelve months, and for three months following the date a final decision from the business/board or applicant.

The Levine Act also requires a member of the Beaumont City Council who has received such a contribution to disclose the contribution on the record of the proceeding.

Current Beaumont City Council Members are listed at:

<https://www.beaumontca.gov/29/City-Council>

Proposers are responsible for accessing this link to review the names prior to answering the following questions.

1. Have you or your company, or any agent/board member on behalf of you or your company/entity, made any political contributions of more than \$250 to any Beaumont City Council Member in the 12 months preceding the date of the submission of your proposal or application, or the anticipated date of any Council action?

YES If yes, please identify the Council Member(s):

NO

2. Do you or your company/entity, or any agency on behalf of you or your company/entity, anticipate or plan to make any political contribution of more than \$250 to any Beaumont City Council Member in the 12 months following any Council action related to your proposal or application?

YES If yes, please identify the Council Member(s):

NO

Answering yes to either of the two questions above does not preclude the Beaumont City Council from awarding a contract or approving an application or any subsequent action. It does however, preclude the identified Council Member(s) from participating in any actions related to your proposal or application.

Date 11/2/23

Signature of authorized individual

Sundance General Manager, Joy A Marino
Company/Applicant Name



Staff Report

TO: City Council
FROM: Jennifer Ustation, Finance Director
DATE: November 7, 2023
SUBJECT: Fiscal Year 2024 1st Quarter Budget Update and Financial Status Report

Description Receive a report on the status of the City's budget and financial status as of September 30, 2023.

Background and Analysis:

The Fiscal Year (FY) 2024 1st quarter financials provide an update to the City's financial position relative to the FY 2024 budget.

Budget Control and Monitoring

The City of Beaumont Budget Policy provides that the Finance Department will maintain a system of tools for departments to manage their budgets and for financial monitoring and control of the City's budget during the fiscal year. This system will provide the departments and City Council with information on revenue, expenditures, and budget performance at both the department and fund level.

General Fund Summary

Most of the General Fund revenue budget is from taxes. Property tax is usually recorded in December and May. Sales tax is received in monthly advanced estimated payments and then a quarterly actual clean-up payment. Other taxes include Motor Vehicle In-Lieu, which is received in February and June, as well as Utility Users tax which is received monthly.

General Fund Revenues

As of September 30, 2023, the City has collected 10% of the FY 2024 budgeted revenues. Sales tax for the month of July has been recorded. Interest from all accounts is creating the miscellaneous category to look over budget, however, staff still needs to allocate other funds their portion. Below is a table for General Fund Revenues as of September 30, 2024.

	GENERAL FUND				
	ORIGINAL BUDGET FY2023/24	CURRENT BUDGET FY2023/24	ACTUAL FY2023/24	ESTIMATED ACTUALS	%
Taxes	48,020,578.00	48,020,578.00	2,557,804.14	49,464,517.00	5%
Licenses	375,000.00	375,000.00	136,688.37	477,744.00	36%
Permits	2,479,689.00	2,479,689.00	625,160.93	2,319,818.00	25%
Franchise Fees	3,299,914.00	3,299,914.00	1,050,000.00	3,299,914.00	32%
Charges for Services	2,543,775.00	2,543,775.00	261,437.79	2,645,105.00	10%
Fines and Forfeitures	115,000.00	115,000.00	18,433.62	73,732.00	16%
Cost Recovery	866,920.00	866,920.00	180,075.39	900,331.00	21%
Miscellaneous	1,120,860.00	1,120,860.00	1,980,403.87	1,345,610.00	177%
Other Financing Sources	750,000.00	750,000.00	(1,708.18)	750,000.00	0%
Transfers	8,218,067.00	8,218,067.00	-	8,218,067.00	0%
TOTAL REVENUES	67,789,803.00	67,789,803.00	6,808,295.93	69,494,838.01	10%

General Fund Departments

The table below provides an overview of the General Fund department budgets through September 30, 2023.

General Fund Expenditures				
DEPARTMENT	FY 2024 ORIGINAL BUDGET	FY 2024 BUDGET	FY 2024 ACTUAL	%
Non-Departmental	6,219,292.00	6,219,292.00	5,562,079.00	89.4%
City Council	202,143.00	202,143.00	15,970.56	7.9%
City Clerk	459,449.00	566,449.00	89,418.43	15.8%
Administration	1,545,057.00	2,563,272.00	234,964.41	9.2%
Communications	390,477.00	390,477.00	8,497.57	2.2%
Finance	1,942,334.00	1,942,334.00	396,868.29	20.4%
IT	1,798,922.00	1,813,236.00	609,201.79	33.6%
Economic Development	1,207,540.00	1,917,040.00	177,643.85	9.3%
Risk and HR	3,625,354.00	3,625,354.00	2,143,616.94	59.1%
Legal	1,500,000.00	1,500,000.00	201,989.84	13.5%
Community Development	812,062.00	812,062.00	168,927.81	20.8%
Community Services	1,899,199.00	1,905,744.00	407,219.64	21.4%
Animal Control	385,923.00	385,923.00	76,297.81	19.8%
Community Enhancement	362,525.00	362,525.00	68,929.64	19.0%
OES	15,000.00	15,000.00	-	0.0%
Police	16,486,010.00	16,513,102.00	3,880,743.77	23.5%
K-9	14,214.00	14,214.00	4,546.56	32.0%
Police Support	2,928,561.00	2,928,561.00	535,752.44	18.3%
Fire	6,820,202.00	6,820,202.00	(1,341,279.78)	-19.7%
Building and Safety	1,554,947.00	1,591,222.00	251,975.65	15.8%
Public Works	3,606,165.00	3,606,165.00	578,637.00	16.0%
Street Maintenance	2,720,618.00	2,777,751.00	413,716.64	14.9%
Building Maintenance	1,118,910.00	1,162,987.00	256,598.21	22.1%
Parks and Grounds	5,459,105.00	5,655,872.00	897,137.66	15.9%
TOTAL EXPENDITURES	63,074,009.00	65,290,927.00	15,639,453.73	24.0%

Departments that have been highlighted in orange are outside of the +/- 10% from the 25% threshold. Legal, OES and Fire are contractual services. The 4th quarter invoice from the previous year has not yet been paid due to receiving it late from the County. Once it is paid, that department will no longer show a credit.

The table below provides for expenditures by type. Personnel costs make up 43.74% of the actuals to date. Operating costs are 19.24% of actuals followed by capital at 1.38%. Currently, there are no categories over budget. The contractual services portion shows a credit due to the Fire invoice as described above. Overall, estimated actuals have revenues coming in \$1.7M above budget and expenditures \$6.1M below budget for an

overall estimated surplus of \$7.8M. Estimated results are extremely preliminary as trendlines have not been well established for the year.

	EXPENSE TYPE	FY 2024 ORIGINAL BUDGET	FY 2024 CURRENT BUDGET	FY 2024 ACTUAL	ESTIMATED ACTUALS	%
Personnel						
	Salaries and Wages	20,877,413.00	20,877,413.00	4,115,769.40	18,109,385.00	20%
	Benefits	8,927,668.00	8,927,668.00	2,632,464.88	8,646,844.00	29%
	Other	541,573.00	541,573.00	91,896.20	541,573.00	17%
	TOTAL PERSONNEL	30,346,654.00	30,346,654.00	6,840,130.48	27,297,802.00	23%
Operating						
	Utilities	2,057,770.00	2,057,770.00	427,399.26	2,051,516.00	21%
	Administration	1,212,541.00	1,212,541.00	255,319.34	1,123,405.00	21%
	Fleet Costs	793,125.00	793,125.00	119,133.10	857,758.00	15%
	Program Costs	1,944,870.00	2,444,870.00	349,650.54	2,098,602.00	14%
	Repairs & Maintenance	1,272,433.00	1,286,747.00	503,574.27	1,164,867.00	39%
	Supplies	1,564,176.00	1,628,534.00	169,570.44	1,428,281.00	10%
	Special Services	533,000.00	542,471.00	10,341.14	424,093.00	2%
	Contractual Services	11,174,441.00	12,580,389.00	(831,692.60)	9,755,877.00	-7%
	Other	2,847,678.00	2,847,678.00	2,005,466.27	2,737,655.08	70%
	TOTAL OPERATING	23,400,034.00	25,394,125.00	3,008,761.76	21,642,054.07	12%
Capital						
	Equipment	1,176,142.00	1,176,142.00	107,746.47	1,176,142.00	9%
	Vehicle	1,974,043.00	2,196,870.00	107,671.11	2,196,870.00	5%
	Structure	465,057.00	465,057.00	-	465,057.00	0%
	TOTAL CAPITAL	3,615,242.00	3,838,069.00	215,417.58	3,838,069.00	6%
Contingency						
	CONTINGENCY	150,000.00	150,000.00	13,064.91	150,000.00	9%
Transfers						
	TRANSFERS	5,562,079.00	5,562,079.00	5,562,079.00	5,562,079.00	100%
Total Expenditures		63,074,009.00	65,290,927.00	15,639,453.73	58,490,004.07	24%

Wastewater Fund Summary

Revenues

Wastewater revenues are collected in arrears. The July billing is accrued back to the prior Fiscal Year and the first billing for FY 2024 was collected in September. Billing is completed bi-monthly. As of September 30, 2023, the Wastewater Fund has collected 16.38% of its budgeted revenues.

Expenses

	WASTEWATER REVENUES				
	FY 2024 ORIGINAL BUDGET	FY 2024 CURRENT BUDGET	ACTUAL FY2023/24	ESTIMATED ACTUALS	%
Permits	-	-	-	-	0%
Fines and Forfeitures	-	-	-	-	0%
Cost Recovery	3,500.00	3,500.00		3,500.00	0%
Miscellaneous	120,000.00	120,000.00		120,000.00	0%
Proprietary Revenues	13,299,301.00	13,299,301.00	2,197,650.98	13,305,905.00	17%
Other Financing Sources			540.00	540.00	0%
Transfers	-	-	-	-	0%
TOTAL REVENUES	13,422,801.00	13,422,801.00	2,198,190.98	13,429,945.00	16%

Wastewater expenses as of September 30, 2023, total \$1,595,415.26 which is 12% of the FY 2024 budget. Personnel costs make up 34.6% of the actuals to date, operating costs make up 44%, capital costs make up 1.41%, Contingency makes up less than 2.4% of the budget, and Transfers Out for projects make up the remaining 17.58%.

Currently, all categories are within budget. Overall, estimated actuals have revenues coming in \$7K above budget and expenses coming in \$689K below budget for an overall estimated surplus of \$696K.

	EXPENSE TYPE	FY 2024 ORIGINAL BUDGET	FY 2024 CURRENT BUDGET	FY 2024 ACTUAL	ESTIMATED ACTUALS	%
Personnel						
	Salaries and Wages	1,757,933.00	1,757,933.00	354,112.48	1,699,739.00	20%
	Benefits	692,866.00	692,866.00	192,274.67	572,948.00	28%
	Other	38,577.00	38,577.00	5,630.81	32,523.00	15%
	TOTAL PERSONNEL	2,489,376.00	2,489,376.00	552,017.96	2,305,210.00	22%
Operating						
	Utilities	955,648.00	955,648.00	265,641.21	1,062,564.00	28%
	Administration	29,349.00	293,429.00	49,089.78	196,359.00	17%
	Fleet Costs	99,080.00	99,080.00	14,382.46	103,553.00	15%
	Repairs & Maintenance	127,468.00	127,468.00	21,948.92	105,354.00	17%
	Supplies	920,700.00	920,700.00	152,773.80	733,314.00	17%
	Contractual Services	1,741,853.00	1,850,935.00	184,174.38	1,623,457.00	10%
	Admin Overhead	650,000.00	650,000.00	-	650,000.00	0%
	Other	682,270.00	682,270.00	14,057.29	599,629.16	2%
Capital	TOTAL OPERATING	5,206,368.00	5,579,530.00	702,067.84	5,074,230.16	13%
	Equipment	87,400.00	101,300.00	22,510.38	101,300.00	22%
	TOTAL CAPITAL	87,400.00	101,300.00	22,510.38	101,300.00	22%
Contingency	CONTINGENCY	200,000.00	200,000.00	38,379.08	200,000.00	19%
Transfers	TRANSFERS	5,356,153.00	5,356,153.00	280,440.00	5,356,153.00	5%
Total Expenses		13,339,297.00	13,726,359.00	1,595,415.26	13,036,893.16	12%

Transit Fund Summary

Revenues

Most of the Transit Fund revenues consist of funding from the Riverside County Transportation Commission (RCTC). Revenue from RCTC is received on a monthly basis. Other revenues received include ridership fares, Measure A taxes, interest and EV charging station revenue recorded in Miscellaneous revenue, and other financing sources which consist of sale of property. As of September 30, 2023, the Transit Fund has collected 23.8% of its budgeted revenues. The miscellaneous line has collected revenues over budget due to an increase in interest earnings.

	TRANSIT REVENUES				
	FY 2024 ORIGINAL BUDGET	FY 2024 CURRENT BUDGET	ACTUAL FY2023/24	ESTIMATED ACTUALS	%
Taxes	169,000.00	169,000.00	42,250.00	169,000.00	0%
Intergovernmental	2,785,644.00	2,785,644.00	642,563.29	2,656,495.00	23%
Miscellaneous	18,000.00	18,000.00	7,352.23	29,408.00	41%
Proprietary Revenues	21,025.00	21,025.00	19,013.69	76,054.00	90%
Other Financing Sources	-	-	3.75	-	0%
Transfers	-	-	-	-	0%
TOTAL REVENUES	2,993,669.00	2,993,669.00	711,182.96	2,930,957.00	23.8%

Expenses

Transit expenses as of September 30, 2023, total \$580,402.20 which is 16.98% of the FY 2024 budget. Personnel costs make up 83.82% of the actuals to date and operating costs make up 16.18%.

Currently, no categories are over budget.

Transit Expenses						
	EXPENSE TYPE	FY 2024 ORIGINAL BUDGET	FY 2024 CURRENT BUDGET	FY 2024 ACTUAL	ESTIMATED ACTUALS	%
Personnel						
	Salaries and Wages	1,663,500.00	1,663,500.00	319,211.15	1,532,213.00	19%
	Benefits	572,166.00	572,166.00	162,232.34	465,119.00	28%
	Other	47,481.00	47,481.00	5,069.40	24,333.00	11%
	TOTAL PERSONNEL	2,283,147.00	2,283,147.00	486,512.89	2,021,665.00	21%
Operating						
	Utilities	61,229.00	61,229.00	13,725.16	60,390.00	22%
	Administration	56,305.00	56,305.00	5,843.48	28,048.00	10%
	Fleet Costs	400,800.00	400,800.00	60,027.37	378,172.00	15%
	Repairs & Maintenance	23,362.00	23,362.00	5,155.60	20,622.00	22%
	Supplies	9,500.00	9,500.00	(294.11)	9,500.00	-3%
	Contractual Services	46,100.00	46,100.00	7,882.50	37,836.00	17%
	Other	107,020.00	107,020.00	1,549.31	107,020.00	1%
	TOTAL OPERATING	704,316.00	704,316.00	93,889.31	641,588.01	13%
Capital						
	Structure	6,206.00	6,206.00	-	6,206.00	0%
	TOTAL CAPITAL	6,206.00	6,206.00	-	6,206.00	0%
Transfers	TRANSFERS					
Total Expenses		2,993,669.00	2,993,669.00	580,402.20	2,669,459.01	19%

The Finance and Audit Committee reviewed this report at the October 23, 2023, meeting.

Fiscal Impact:

The estimated cost to prepare this report is \$597.

Recommended Action:

Receive and file report.



Staff Report

TO: City Council
FROM: Jennifer Ustation, Finance Director
DATE: November 7, 2023
SUBJECT: Fiscal Year 2023-2024 1st Quarter Budget Amendments

Description Review the FY2023-24 recommended 1st quarter budget amendments.

Background and Analysis:

As per the City of Beaumont Financial Policies adopted May 16, 2023, the Finance Department will maintain a system of tools for departments to manage their budgets and for financial monitoring and control of the City’s budget during the fiscal year. This system will provide the departments and City Council with information on revenue, expenditure and budget performance at both the department and fund level. The system will include provisions for amending the budget during the year in order to comply with this policy and State of California budgetary statutes.

The Finance Department tracks budget amendment requests from departments for various reasons including a new determined need or items missed in the budget process. These items are then reviewed on a quarterly basis to determine eligible funding resources for the requests. The table below provides for the requested budget amendments which have been determined to have adequate funding available.

Fund	Adjustment Amount	Reason
General Fund – IT	\$29,500	2 nd year of ESRI Software contract software missed during budget process
General Fund – IT	\$93,000	Sun Ridge RIMS Software Council approved Sept 19 th
General Fund – Econ Dev	\$25,242	Downtown Business item missed in rollover process
General Fund – PD	\$82,616	Vehicle outfitting Council approved Oct 17 th
General Fund – Admin	\$65,000	Additional funds needed to cover Fed & State lobbying contracts

AQMD	\$45,000	Community Dev Vehicle
AQMD	\$45,000	CM New Vehicle
Other Special Revenues	\$10,000	CalRecycle Grant
Other Special Revenues	\$62,131	SB1383 Grant
Internal Service Fund	\$40,000	CRC Van Approved at budget missed in process
Internal Service Fund	\$150,764	Funding for PD vehicles Council approved Oct 17 th
SLESA	\$100,824	Sun Ridge RIMS Software Council approved Sept 19 th
CFD Administration	\$52,475	Arbitrage Compliance Contract

Fiscal Impact:

The fiscal impact to the general fund is reducing the fund balance contingency by \$295,358. The AQMD fund balance will be reduced by \$90,000. The Other Special Revenues fund balance will be reduced by \$72,131. The Internal Service Vehicle fund balance will be reduced by \$190,764. The SLESA fund balance will be reduced by \$100,824 and the CFD Administration fund balance will be reduced by \$52,475. The estimated cost to prepare this staff report is \$275.

Recommended Action:

Approve the recommended budget amendments.

Attachments:

- A. Budget Adjustment Form



Staff Report

TO: City Council
FROM: Elizabeth Gibbs, City Manager
DATE: November 7, 2023
SUBJECT: FY2023-2024 1st Quarter Strategic Plan Update

Description Update on the progress of the adopted strategic plan.

Background and Analysis:

On January 28, 2023, City Council held an interactive strategic plan/goal setting workshop. The strategic planning process is an organizational management activity aimed at setting priorities, goals, and objectives for an organization. Once those priorities are identified, it enables those responsible for carrying out those goals to focus energy and resources, strengthen operations, ensure that employees and other stakeholders are working toward common goals, establish agreement around intended outcomes/results, and assess and adjust the organizations' direction in response to a changing environment.

As part of the process, staff developed a community outreach survey that was circulated to the community through various avenues, including the City's website, email blasts, social media posts, and several in person pop-up events at local businesses throughout the City. Almost 1,000 responses were received from the community and the results were included in the workshop discussion.

During the strategic planning process City Council determined that the following targets would serve as the key pillars in which to categorize key specific goals and action plans:

1. Communications/Relationships
2. Infrastructure/Projects/Traffic
3. Economic Development/Downtown
4. Finances/Resources
5. Quality of Life/Well-Being

Within each of those targets several goals were set and prioritized by City Council. In total, fifty goals were established, thirty of which were deemed priority by City Council. To further prioritize those thirty goals, Council then chose ten goals for each priority level – Level 1, Level 2, and Level 3, with Level 1 being the highest priority goals.

Since that time, staff has engaged the use of web-based software to ultimately provide the public with an ongoing and real time status of the progress made in each of the target areas. The software is anticipated to go live by the end of the calendar year.

Attached is a summary of the goals established by City Council and the progress to date of each goal (Attachment A).

Fiscal Impact:

Staff estimates the cost to prepare this staff report is approximately \$567.

Recommended Action:

Receive and file.

Attachments:

- A. Strategic Plan Update – FY2023-2024 1st Quarter



TWO-PAGE SUMMARY OF TARGETS AND GOALS BY PRIORITY LEVEL

TARGETS

- #1 – Communications/Relationships
- #2 – Infrastructure/Projects/Traffic
- #3 – Economic Development/Downtown
 - #4 – Finances/Resources
 - #5 – Quality of Life/Well-Being

GOALS BY PRIORITY LEVEL

Priority Level 1 Goals (10)

- Strengthen relationships with other community leaders (Target #1, Goal #1)
- Develop an entry monument and 6th Street improvements (Target #2, Goal #1)
- Develop 2nd Street extension (Target #2, Goal #2)
- Develop Potrero interchange (Target #2, Goal #3)
- Develop Pennsylvania grade separation (Target #2, Goal #4)
- Redesign of 6th Street Downtown (Target #2, Goal #5)
- Obtain a lobbyist to obtain Federal and State funding resources (Target #4, Goal #1)
- Create a new position to serve as the City’s centralized grants coordinator (Target #4, Goal, #2)
- Create design guidelines (Target #5, Goal #1)
- Develop Danny Thomas Ranch (Target #5, Goal #2)

Priority Level 2 Goals (10)

- Continue pop-ups/community visits and education (Target #1, Goal #2)
- Expand the Police Station (Target #2, Goal #6)
- Develop Pennsylvania ramps (Target #2, Goal #7)
- Develop plan to deploy recycled water (Target #2, Goal #8)
- Develop a marketing plan (Target #3, Goal #1)
- Develop a strategy for revenue development (Target #4, Goal #3)
- Conduct a traffic impact fee study (Target #4, Goal #4)
- Create a Park Master Plan including the transition to drought tolerant landscaping (Target #5, Goal #3)
- Complete improvements to existing parks including ADA access, parking, lighting, etc. (Target #5, Goal #4)
- Increase community events, arts and culture (Target #5, Goal #5)

Priority Level 3 Goals (10)

- Develop funding sources for community events (Target #1, Goal #3)
- Increase public communication and education; develop a strategy (Target #1, Goal #4)
- Develop staff peer to peer relationships – internal and external (Target #1, Goal #5)
- Develop Pennsylvania widening (Target #2, Goal #9)
- Develop a pedestrian style downtown with shopping, restaurants, and parking (Target #3, Goal #2)
- Develop a plan for City investment in land acquisition (Target #3, Goal #3)
- Recruit and attract businesses, including an anchor tenant, downtown hotel, and medical providers (Target #3, Goal #4)
- Update the City’s Economic Development Plan (Target #3, Goal #5)
- Revisit the City’s Municipal Codes and Zoning (Target #3, Goal #6)
- Complete Stewart Park and Sports Park improvements (Target #5, Goal #6)

ACTION PLANS

ACTIONS/SCHEDULE FOR PRIORITY “LEVEL 1” GOALS

Target #1: Communications/Relationships		
Goal #1: Strengthen relationships with other community leaders.		
Actions:	Responsible:	Time Frame:
Attend monthly Mayors’ breakfast with Mayor	CM	Completed
Attend respective WRCOG committee meetings	CM, PW, Finance, Solid Waste	Completed
Attend and support student of the month breakfast monthly	ASD	Completed
Meet monthly with BUSD Superintendent	CM	Completed
Attend a minimum of three Chamber events	All	Completed
Meet monthly with BCVRPD	CM/CSD	Completed
Meet quarterly with BCVWD and Pass Water Agency	CM	Completed
Create a networking group and invite city managers from Hemet, San Jacinto, Moreno Valley, Banning, Calimesa, and Yucaipa to meet quarterly	CM	Completed
Attend a minimum of three CalCities Riverside County division events	CM	Ongoing – Final event for 2023 scheduled for December
Meet quarterly with BUSD Superintendent and BUSD PIO	CM/Chief	Ongoing – BUSD PIO position vacant

ACTIONS/SCHEDULE FOR PRIORITY “LEVEL 1” GOALS

Target #2: Infrastructure/Projects/Traffic		
Goal #1: Develop an entry monument and 6th Street improvements.		
Actions:	Responsible:	Time Frame:
Release RFP for Construction Docs/Design Docs	CM/PW	Completed
Award contract to architect for Construction Docs/Design Docs	CM/PW	Completed
Present proposed design to City Council for approval	CM/PW	Completed
Submit plans and designs for review by staff	Landscape architect	Completed
Publish RFP for construction	CM/PW	December 2023
Award construction contract	CM/PW	March 2024
Begin construction	CM/PW	April 2024
Complete construction	CM/PW	September 2024

Target #2: Infrastructure/Projects/Traffic		
Goal #2: Develop 2nd Street extension.		
Actions:	Responsible:	Time Frame:
Design concurrent with CEQA process	PW/Planning	Completed
Construction	PW	Pending completion of NEPA process
Construction completed	PW	March 2025
Identify funding sources for final 25% of project utilizing State and Federal funding grants (Project is 75% funded)	PW/DCM	Ongoing – expect additional \$1M from Congressman Ruiz

ACTIONS/SCHEDULE FOR PRIORITY “LEVEL 1” GOALS

Target #2: Infrastructure/Projects/Traffic		
Goal #3: Develop Potrero interchange.		
Actions:	Responsible:	Time Frame:
Design	PW	February 2025
Construction	PW	September 2025
Construction completed	PW	November 2027
Identify funding sources through State and Federal grants	PW/DCM	Ongoing (RCTC has determined an approx. \$13.5M shortfall in funding)

Target #2: Infrastructure/Projects/Traffic		
Goal #4: Develop Pennsylvania grade separation.		
Actions:	Responsible:	Time Frame:
Design with concurrent CEQA/NEPA process	PW Dept	December 2024 (contingent upon UPRR)
Construction (pending funding)	PW	December 2026
Grant applications for funding	PW/Finance	Ongoing
Meet with legislators to request funding	CM/DCM/PW	Pending completion of construction documents

ACTIONS/SCHEDULE FOR PRIORITY “LEVEL 1” GOALS

Target #2: Infrastructure/Projects/Traffic		
Goal #5: Redesign of 6th Street Downtown.		
Actions:	Responsible:	Time Frame:
Downtown Revitalization Plan analysis	Com Dev/PW	March 2024
Engineering/CEQA	PW Dept	March 2025
Construction	PW Dept	September 2026
Identify funding sources	PW/DCM/Finance	Ongoing

Target #4: Finances/Resources		
Goal #1: Obtain a lobbyist to obtain Federal and State funding resources.		
Actions:	Responsible:	Time Frame:
RFP & Award of Federal lobbyist	DCM	Completed
Create and publish RFP for State lobbyist firm	DCM	Completed
Award contract	DCM	Completed
Begin contract	DCM	Completed

Target #4: Finances/Resources		
Goal #2: Create a new position to serve as the City’s centralized grants coordinator.		
Actions:	Responsible:	Time Frame:
Develop job description/pay scale	HR/Finance	Completed
Post job opening	HR	Completed
Recruiting process, background process, conditional offer of employment	HR	Completed
Develop & train new hire (onboarding)	Finance	March 2024

ACTIONS/SCHEDULE FOR PRIORITY “LEVEL 1” GOALS

Target #5: Quality of Life/Well-Being		
Goal #1: Create design guidelines.		
Actions:	Responsible:	Time Frame:
Issue RFP for Zoning Code update to include Design Guidelines	DCM/Planning	Completed
Award contract	DCM/Planning	November 2023
First draft of Zoning Code Update & Design Guidelines to City Council	DCM/Planning	October 2024
Public Hearing on adoption of Ordinance	DCM/Planning	May 2025

Target #5: Quality of Life/Well-Being		
Goal #2: Develop Danny Thomas Ranch.		
Actions:	Responsible:	Time Frame:
Budget \$2500 for staff and electeds to attend fundraising activities and events that directly benefit DTR	CSD	Completed
Budget \$2500 in sponsorships for fundraising activities and events that directly benefit DTR	CSD	Completed
Provide a letter of support when appropriate to the Parks District for a future LAFCO application	CSD	TBD
Provide letters of support to the Parks District for any grant applications that provide funding for the development of DTR	CSD	Ongoing

ACTIONS/SCHEDULE FOR PRIORITY “LEVEL 2” GOALS

Target #2: Infrastructure/Projects/Traffic		
Goal #6: Expand the Police Station		
Actions:	Responsible:	Time Frame:
Complete tenant improvements to Building C and occupy the building	Chief/CS	Completed (PD staff relocated to Bldg B)
Increase bathroom capacity for staff at current station	Chief/PW	Completed
Expand current parking/perimeter for police	Chief/CS	December 2023
Complete land acquisition for new police station	CM	January 2024 (Phase I environmental underway on potential parcel)
Design and build a new police headquarters using a public private partnership model	CM/Chief	December 2026

Target #2: Infrastructure/Projects/Traffic		
Goal #7: Develop Pennsylvania ramps.		
Actions:	Responsible:	Time Frame:
Design - concurrent with CEQA process	PW	No longer programmed due to CalTrans requirement to develop and build Penn Ave Grade Separation before this project
Construction	PW	December 2026
Construction completed	PW	September 2027
Identify funding sources from State and Federal grants	DCM	Ongoing

ACTIONS/SCHEDULE FOR PRIORITY “LEVEL 2” GOALS

Target #2: Infrastructure/Projects/Traffic		
Goal #8: Develop plan to deploy recycled water.		
Actions:	Responsible:	Time Frame:
Recycled Water Facilitator Technical Memorandum Presenting Recommended Conceptual Plan and Associated Options for Recycled Water Implementation	GM of Utilities	Completed
Issue RFP for 1211 Change Petition and Adaptive Management Plan (environmental study)	GM of Utilities	Completed
Award Contract for 1211 Change Petition and Adaptive Management Plan (environmental study)	GM of Utilities	Completed
Anticipated completion of 1211 Change Petition Process and AMP	GM of Utilities	May 2026
Forecasted Payback of Salt Mitigation Deficit as required in NPDES Permit	GM of Utilities	November 2028
Submit request to SARWQCB to absolve City of any remaining debt, to put Recycled Water to Beneficial Use	GM of Utilities	May 2026 – November 2028

ACTIONS/SCHEDULE FOR PRIORITY “LEVEL 2” GOALS

Target #3: Economic Development/Downtown		
Goal #1: Develop a marketing plan.		
Actions:	Responsible:	Time Frame:
Develop and publish RFP for consulting services	DCM/Econ Dev	November 2023
Award Contract	DCM/Econ Dev	January 2024
Present draft marketing plan to Economic Development Committee for review and recommendations to City Council	DCM/Econ Dev	June 2024
Present recommended marketing plan to City Council for adoption	DCM/Econ Dev	October 2024

Target #4: Finances/Resources		
Goal #3: Develop a strategy for revenue development.		
Actions:	Responsible:	Time Frame:
Retain consultant to provide funding tools advisory services	DCM	Completed
Review findings and recommendations	DCM	Completed
Present options to City Council	DCM	June 2023
Create and define revenue goals	Finance/CM	July 2023
Present findings to City Council for review and approval	Finance/CM	September 2023
Evaluate existing revenue sources	Finance	September 2023
Identify ways to diversify revenue streams and present to the Financial and Audit Committee (FAC)	Finance	October 2023
Present FAC recommendations to City Council	Finance	November 2023

ACTIONS/SCHEDULE FOR PRIORITY “LEVEL 2” GOALS

Target #4: Finances/Revenue		
Goal #4: Conduct a traffic impact fee study.		
Actions:	Responsible:	Time Frame:
Research and develop RFP	Finance/PW	December 2023
Publish RFP	Finance/PW	March 2024
Contract Award	Finance/PW	June 2024
Complete study and present to City Council	Finance/PW	November 2024
Implement recommendations	PW	December 2025

Target #5: Quality of Life/Well-Being		
Goal #3: Create a Park Master Plan including the transition to drought tolerant landscaping.		
Actions:	Responsible:	Time Frame:
Hire consultant to provide a Parks Master Plan	CSD	Completed
Review Existing Documentation, Existing Conditions and Observe Programs, Develop Demographics and Trends	CSD/Consultant	Completed
Develop Community Outreach/Education Strategy	CSD/Consultant	Completed
Conduct Public Outreach, Surveys, and Public Workshops	CSD/Consultant	February 2024
Create Mission, Vision, Values, Goals, and Objectives	CSD/Consultant	May 2024
Conduct Needs Analysis, Equity Mapping, and GAP Analysis	CSD/Consultant	May 2024

Create Mission, Vision, Values, Goals, and Objectives	CSD/Consultant	June 2024
Prepare CIP Project List and Budget Estimates	CSD/Consultant	July 2024
Prepare DRAFT Master Plan for Council Presentation	CSD/Consultant	August 2024
Finalize Master Parks Master Plan	CSD/Consultant	November 2024
Present and have City Council Accept Final Master Plan	CSD/Consultant	December 2024

Target #5: Quality of Life/Well-Being		
Goal #4: Complete improvements to existing parks including ADA access, parking, lighting, etc.		
Actions:	Responsible:	Time Frame:
Conduct survey of all parks facilities to create a priority list of ADA Path of Travel improvements, parking lot improvements	CS	December 2023
Conduct inventory of all tables, benches, water fountains, and park assets to provide a priority list of replacements to increase mobility and access to park amenities	CS	December 2023
Prioritize inventory and create a plan of replacement	CS	March 2024

ACTIONS/SCHEDULE FOR PRIORITY “LEVEL 2” GOALS

Target #5: Quality of Life/Well-Being		
Goal #5: Increase community events, arts and culture.		
Actions:	Responsible:	Time Frame:
Provide efficient and effective permit processing for community events	DCM	Completed
Increase visitor capacity at the CRC by 25% by expanding Halloween events outside and incorporating additional activities	CS	Completed
Ensure access to art and cultural experiences is available to the entire community	CS	Ongoing
Host at least four cultural events throughout the year that highlight/focus on local artists	CS	June 2024
Facilitate active coordination with businesses, residents, and community partners for special events	CS	Ongoing
Increase participation in downtown events through partnership with local businesses	CS/DCM	June 2024
Increase localized community park events by 25% through themed based activities	CS	June 2024
Create new winter event in downtown – Blizzard Bash	CS	January 2024 (event scheduled for December 9 th)
Present a plan to City Council for consideration to implement a market night and/or farmers market	CS	March 2024
Create an Art in Public Places Policy	CM	June 2024

ACTIONS/SCHEDULE FOR PRIORITY “LEVEL 3” GOALS

Target #1: Communications/Relationships		
Goal #2: Develop funding sources for community events.		
Actions:	Responsible:	Time Frame:
Research mechanisms to form a non-profit foundation to directly accept donations from sponsors	Finance	Completed
Define and categorize community events	CS	March 2024
Create potential sponsorship list	CS	April 2024
Propose findings to City Council for review	Finance	January 2024
Actively seek sponsorships	All	Ongoing
Research and apply for grant funding	All	Ongoing

Target #1: Communications/Relationships		
Goal #3: Increase public communication and education; develop a strategy.		
Actions:	Responsible:	Time Frame:
Host three community engagement events focusing on government relations, education, and information	CS/PIO	Completed (Four pop ups held in Summer 2023)
Review the City’s website monthly to confirm that all information is current and accurate	All	June 2024
Implement new and enhanced public outreach strategy by building upon a review of the current communications plan	PIO	December 2023
Increase established audience by printing the quarterly publication of the online City magazine	PIO	June 2024
Actively pursue resident input into all major planning projects	All	Ongoing

Evaluate use of electronic kiosks at City-owned facilities to increase public communication and education	CS/PIO	December 2023
Foster positive relationships with the media	PIO	Ongoing
Identify additional opportunities to promote and educate the community	CM/PIO	December 2023
Present findings and recommendations to City Council	PIO	January 2024

Target #1: Communications/Relationships		
Goal #4: Develop staff peer to peer relationships – internal and external.		
Actions:	Responsible:	Time Frame:
Hold monthly brown bag lunch with City Manager to promote familiarity with employees from all departments	CM	Completed
Hold quarterly meetings with labor groups	CM/ASD	Completed
Hold seats on various State and local boards and committees representing Beaumont (CalCities, CALBO, etc.)	All	Completed
Each executive team members will meet quarterly with their counterparts from Calimesa and Banning	All	Completed
Promote collaboration by forming more cross-departmental teams to help solve problems, manage large projects, and get people working together	All	Completed
Host city-wide employee recognition and awards ceremony	ASD	June 2024

ACTIONS/SCHEDULE FOR PRIORITY “LEVEL 3” GOALS

Target #2: Infrastructure/Projects/Traffic		
Goal #9: Develop Pennsylvania widening.		
Actions:	Responsible:	Time Frame:
Design concurrent with CEQA process	PW	Completed
Identify funding sources through State and Federal grants	PW/DCM	Completed
Construction	PW	December 2023

Target #3: Economic Development/Downtown		
Goal #2: Develop a pedestrian style downtown with shopping, restaurants, and parking.		
Actions:	Responsible:	Time Frame:
Evaluate traffic calming techniques along Beaumont Ave and 6 th Street corridors	DCM/Econ Dev/ Consultant	January 2024
Design – concurrent with Downtown Revitalization Plan	Com Dev/PW	March 2024
Engineering/CEQA (pending funding)	PW	December 2025
Construction (pending funding)	PW Dept	December 2026
Identify funding sources through State and Federal grants	DCM/PW	Ongoing
Continue to work with downtown property owners to facilitate construction of approved projects	DCM/Planning	Ongoing

ACTIONS/SCHEDULE FOR PRIORITY “LEVEL 3” GOALS

Target #3: Economic Development/Downtown		
Goal #3: Develop a plan for City investment in land acquisition.		
Actions:	Responsible:	Time Frame:
Use forecasting software to plan and determine long term fiscal forecasting	Finance	Completed (using GovInvest)
Obtain a list of vacant land	DCM	December 2023
Estimate purchase costs	DCM	Ongoing based on market
Identify needs for vacant land use	CM	March 2024
Define goals and priorities	CM	June 2024

Target #3: Economic Development/Downtown		
Goal #4: Recruit and attract businesses, including an anchor tenant, downtown hotel, and medical providers.		
Actions:	Responsible:	Time Frame:
Send a delegation of staff and electeds to the annual International Council of Shopping Centers (ICSC) to market Beaumont and attract businesses that generate sales tax	Econ Dev	Completed
Award a minimum of four business incentive programs – one from each of the program areas	DCM	Completed
Update City Council on the progress of the downtown revitalization plan	Econ Dev	Ongoing
Update the Economic Development Committee on economic development projects underway and project in planning, including renderings and/or digital presentations that can then be posted on the City’s website	Econ Dev	Ongoing
Hand out a minimum of ten Downtown Business Attraction & Expansion program cards to retail businesses in other cities	All	June 2024

Plan a minimum of three community clean-up/trash pick-up days in the downtown area	CS	December 2023
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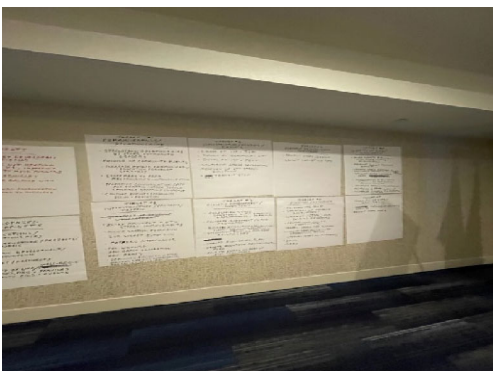
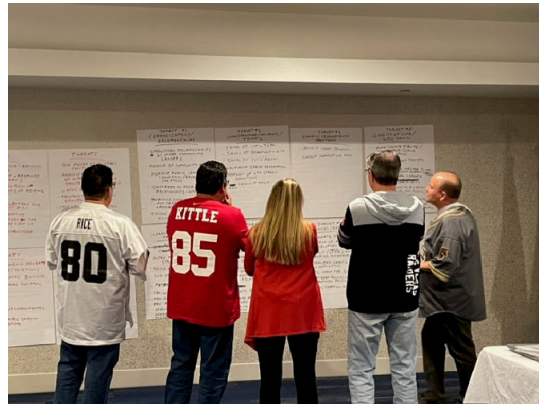
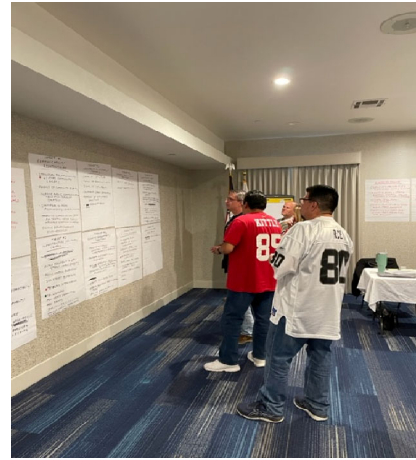
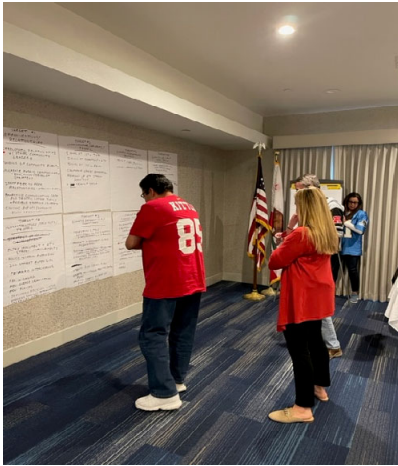
ACTIONS/SCHEDULE FOR PRIORITY “LEVEL 3” GOALS

Target #3: Economic Development/Downtown		
Goal #5: Update the City’s Economic Development Plan.		
Actions:	Responsible:	Time Frame:
Retain a consultant to assist with updating the Economic Development Plan adopted in July 2019 and to address national retail attraction, shopper retention, and sales tax generation	DCM/Econ Dev	February 2024
Review and update the Economic Development Plan	DCM/Econ Dev	June 2024
Present the proposed update to the Economic Development Committee	DCM/Econ Dev	October 2024
Present the recommended update to City Council	DCM/Econ Dev	February 2025

Target #3: Economic Development/Downtown		
Goal #6: Revisit the City’s Municipal Codes and Zoning.		
Actions:	Responsible:	Time Frame:
6a. Municipal Codes (non-zoning)	CM/DCM	December 2025
6b. Zoning Code tied to Target 5, Goal 1 Design Guidelines	DCM/Planning	Contract Award November 2023
Community Workshops	DCM/Planning	May 2024
Presentation to Planning Commission	DCM/Planning	October 2024
Presentation to City Council	DCM/Planning	April 2025

ACTIONS/SCHEDULE FOR PRIORITY “LEVEL 3” GOALS

Target #5: Quality of Life/Well-Being		
Goal #7: Complete Stewart Park and Sports Park improvements.		
Actions:	Responsible:	Time Frame:
<i>Stewart Park</i>		
Engineering/CEQA	CS/PW	March 2024
Construction	PW/CS	May 2024 - September 2025
<i>Sports Park</i>		
Release RFP for Construction Docs/Design Docs	CS	Completed
Award contract to architect for Construction Docs/Design Docs	CS	Completed
Submit Plans and Designs for Review	Consultant	December 2023
Create RFP for Construction	Consultant	December 2023
Award Construction Contract	CS	March 2024
Begin Construction	CS/Consultant	April 2024
Construction completed	CS	December 2024





Staff Report

TO: City Council
FROM: Kari Mendoza, Administrative Services Director
DATE: November 7, 2023
SUBJECT: Authorize an Employment Contract with City Engineer/Public Works Director

Description Staff is requesting Council review and authorize the City Manager to sign the employment agreement with Robert Vestal appointing him to the position of City Engineer/Public Works Director.

Background and Analysis:

Robert Vestal joined the City in October of 2019 as a Principal Engineer. He has been serving as Interim Public Works Director since August 2023. Robert has over 20 years of hands-on engineering experience working with land development and municipal projects. He has held various positions including Drafter, Designer, Project Engineer and Survey Technician. Robert holds an Associate's Degree in Math and Science from Mt. San Jacinto College, and a Bachelor's Degree in Civil Engineering/Geospatial from California State Polytechnic University, Pomona. The City Manager negotiated the terms of the employment contract, and the City Attorney has reviewed and approved the language in the contract.

Fiscal Impact:

The contract provides for an annual fully loaded fiscal impact of \$241,889. City staff estimates the cost to prepare this report was \$475.

Recommended Action:

Approve the employment agreement for the City Engineer/Public Works Director and authorize the City Manager to sign the agreement.

Attachments:

- A. Employment Agreement
- B. Job Description

CITY ENGINEER/PUBLIC WORKS DIRECTOR EMPLOYMENT AGREEMENT

This CITY ENGINEER/PUBLIC WORKS DIRECTOR EMPLOYMENT AGREEMENT (hereinafter referred to as the “AGREEMENT”) is entered into and made effective the 7th day of November 2023, by and between the CITY OF BEAUMONT, (hereinafter referred to as the “CITY”), and Robert Vestal, an individual (hereinafter referred to as “EMPLOYEE”). For purposes of this AGREEMENT, CITY and EMPLOYEE may be collectively referred to as the “Parties” or individually as a “Party.”

RECITALS

CITY ENGINEER/PUBLIC WORKS DIRECTOR

WHEREAS, based on EMPLOYEE’s executive and administrative qualifications and ability, the CITY MANAGER desires to appoint EMPLOYEE to serve as the CITY ENGINEER/PUBLIC WORKS DIRECTOR for CITY; and

WHEREAS, EMPLOYEE desires to perform and assume responsibility for the provision of CITY ENGINEER/PUBLIC WORKS DIRECTOR services to CITY; and

WHEREAS, EMPLOYEE and CITY acknowledge and agree that this Agreement is not covered by and shall supersede the Memorandum of Understanding between City of Beaumont and Managers as Individuals Effective January 1, 2020 (“Managers Group MOU”); and

WHEREAS, the Parties wish to establish the terms and conditions of EMPLOYEE’s provision of professional services to CITY through this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, CITY and EMPLOYEE hereby agree as follows:

1. POSITION, DUTIES AND TERM.

1.1 Incorporation of Recitals. The above recitals are incorporated herein and made a part of this Agreement.

1.2 Position. EMPLOYEE accepts employment with CITY as its CITY ENGINEER/PUBLIC WORKS DIRECTOR and shall perform all functions, duties and services set forth in Section 1.5 (Duties) of this Agreement.

1.3 Effective Date of Agreement/Term. This Agreement is for an unspecified term and is subject to the “At-Will” provision in Section 1.4 and termination provision in Section 4.

1.4 Employment with CITY “At-Will”.

(a) EMPLOYEE’s employment status with CITY shall be at-will and terminable with or without cause, at the CITY’S unilateral discretion. EMPLOYEE shall serve at

the pleasure of the City Manager. EMPLOYEE acknowledges, understands and agrees that EMPLOYEE may not avail himself/herself of any procedures, provisions or protections set forth under CITY's Employment Policies, as defined herein, in so far as such procedures, provisions or protections limit, restrict, modify, prohibit or regulate EMPLOYEE's status as an "at-will" employee of CITY or the ability of the City Manager to terminate EMPLOYEE's employment at any time for cause or for convenience and without cause. For purposes of this Agreement, the capitalized term "Employment Policies" means and refers to any ordinance, resolution, regulation, rule, memorandum of understanding, or other written policy of CITY as the same may be amended, modified or supplemented from time-to-time, and any written employment manual of the CITY which governs, regulates or otherwise relates to employment with CITY. CITY's Employment Policies shall not apply to EMPLOYEE in so far as such Employment Policies limit, restrict, modify or regulate (or may be interpreted to limit, restrict, modify or regulate) EMPLOYEE's status as an "at-will" employee of CITY. EMPLOYEE shall otherwise comply will all Employment Policies established by the CITY.

(b) Except as otherwise provided under Section 4 (Termination) of this Agreement, EMPLOYEE shall not be entitled to any pre-termination hearing or other similar proceeding or appeal proceeding as a precondition to any decision or action by the City Manager to terminate EMPLOYEE's employment whether for cause or for convenience and without cause. EMPLOYEE shall also not be entitled to any post-termination appeal proceedings.

(c) Nothing in this Agreement shall confer upon EMPLOYEE any right to any property interest in continued employment with CITY.

1.5 Duties. EMPLOYEE shall serve as the CITY ENGINEER/PUBLIC WORKS DIRECTOR and shall be vested with the powers, duties and responsibilities of the CITY ENGINEER/PUBLIC WORKS DIRECTOR as set forth in Exhibit "A" as well as the Beaumont Municipal Code, as the same may be amended or modified from time-to-time by the City Council, the California Code, and CITY's policies and procedures approved by the City Council, as may be provided from time to time. EMPLOYEE's performance of EMPLOYEE's duties shall be subject to the direction of the City Manager. It is the intent of the Parties that the CITY ENGINEER/PUBLIC WORKS DIRECTOR keeps the City Manager fully informed of all significant operations or major undertakings of the Public Works Department ("Department"). EMPLOYEE shall provide the City Manager with regular status reports on the operations and activities of EMPLOYEE'S Department. EMPLOYEE shall perform such duties as are customary and appropriate to the position of CITY ENGINEER/PUBLIC WORKS DIRECTOR as well as such special duties as may be assigned to CITY ENGINEER/PUBLIC WORKS DIRECTOR from time to time by the City Manager. Notwithstanding EMPLOYEE's duties as CITY ENGINEER/PUBLIC WORKS DIRECTOR, nothing in this Agreement shall be construed to prohibit direct communications between the City Manager and employees within EMPLOYEE'S Department. EMPLOYEE shall attend all City Council meetings, unless excused or directed otherwise by the City Manager.

1.6 Work Hours. The position of CITY ENGINEER/PUBLIC WORKS DIRECTOR is an exempt position under state and federal wage and hour laws. EMPLOYEE's compensation (whether salary or benefits or other allowances) is not based on hours worked. EMPLOYEE shall

not be entitled to any compensation for overtime, missed meal or rest periods, reporting time, or any other wage and hour benefits conferred upon non-exempt employees under state or federal wage and hour laws, including regulations propounded in applicable Industrial Welfare Orders. EMPLOYEE is expected to engage in those hours of work that are necessary to fulfill the obligations of the CITY ENGINEER/PUBLIC WORKS DIRECTOR's position. The CITY ENGINEER/PUBLIC WORKS DIRECTOR does not have set hours of work as the CITY ENGINEER/PUBLIC WORKS DIRECTOR is expected to be available at all reasonable and relevant times.

1.7 Regional and Professional Activities. CITY desires that EMPLOYEE be reasonably active in professional organizations that will promote the standing of CITY and advance CITY's goals, interests and policy objectives while also providing EMPLOYEE with opportunities for the type of professional development that will enhance EMPLOYEE'S ability to serve CITY and perform EMPLOYEE'S duties as CITY ENGINEER/PUBLIC WORKS DIRECTOR. Toward this end, EMPLOYEE may, upon reasonable notice and approval by the CITY ENGINEER/PUBLIC WORKS DIRECTOR, join professional organizations and participate in the activities of such organizations in so far as such participation promotes the interests of CITY and does not unduly interfere with the performance of EMPLOYEE'S duties as CITY ENGINEER/PUBLIC WORKS DIRECTOR. CITY agrees to budget and, consistent with that budget, pay for the dues, conference and travel fees, and subscriptions of the CITY ENGINEER/PUBLIC WORKS DIRECTOR necessary for EMPLOYEE'S participation in national, statewide, regional or professional organizations.

1.8 Non-CITY Activities. In accordance with Government Code Section 1126, during the period of EMPLOYEE'S employment, EMPLOYEE shall not accept, without the express prior written consent of the City Manager, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity (except as permitted under Section 1.7 (Regional and Professional Activity)), whether or not for pecuniary advantage, that is or may be competitive with CITY, that might cause a conflict of interest with CITY, or that otherwise might interfere with the business or operation of CITY or the satisfactory performance of EMPLOYEE'S duties as CITY ENGINEER/PUBLIC WORKS DIRECTOR.

1.9 Restriction on Outside Business Activities. During his employment, EMPLOYEE shall devote his full business time, energy, and ability exclusively to the business and interests of CITY, and shall not, without prior written consent of City Manager, render services to others of any kind for compensation, or engage in other business activity that would materially interfere with the performance of EMPLOYEE'S duties under this Agreement, except that:

(a) The expenditure of reasonable amounts of time, not in conflict with the CITY'S needs and interests, for educational, charitable, community, and professional enhancement activities, shall not be deemed a breach of this Section 1.9 and shall not require prior consent; and

(b) This Agreement shall not be interpreted to prohibit EMPLOYEE from making passive, personal investments or conducting private affairs in those activities that do not

materially interfere with the EMPLOYEE'S duties under this Agreement or create or result in conflicts of interests with CITY.

2. COMPENSATION AND BENEFITS AND REIMBURSEMENTS.

2.1 **Base Salary.** Commencing on November 7, 2023, EMPLOYEE shall receive a base annual salary of One Hundred Eighty-Eight Thousand Seven Hundred Eighty and 76/100 Dollars (\$188,780.76) per year, (hereinafter, the "Base Salary"). The Parties understand and agree that the amount of the Base Salary, as preliminarily established for the year 2023, may be adjusted from time-to-time by the CITY MANAGER following a performance evaluation, as provided for in Section 2.2 (below). In no event shall EMPLOYEE's base salary adjust automatically pursuant to any mechanism, and in no event shall EMPLOYEE's base salary exceed the maximum amount approved by the City Council, including in the CITY's Salary Chart or any other salary table or other document that may be adopted by the City Council in the future. The Base Salary shall be payable in bi-weekly installments at the same time and in the same manner as other management employees of CITY. EMPLOYEE's salary shall be subject to customary withholding for taxes and other required deductions.

2.2 **Performance Review.** Annually on or before the anniversary date of execution of this Agreement, the City Manager will undertake a job performance review of EMPLOYEE. In connection with such performance review, the City Manager may consider any adjustments in EMPLOYEE's compensation consistent with the CITY's Salary Chart. The failure of CITY to undertake a performance evaluation shall not limit CITY's ability to terminate this Agreement pursuant to Section 4 (Termination).

2.3 **Benefits.** In addition to Base Salary, CITY shall also provide EMPLOYEE with the following benefits:

(a) **Cafeteria Plan, Dependent Care Flexible Spending Account, Life and Short Term Disability Insurance, Vacation Accrual, Sick Leave, Public Employees Retirement System (PERS) Eligibility, and Reimbursements.** EMPLOYEE shall be provided with these benefits to the same extent as those benefits are provided to the members of the Non-represented Manager/Professional Technical Group, whether as described in the Managers Group MOU referred to in the Recitals or in the City's Employment Policies, whichever is applicable, as those documents may be modified or amended from time to time.

2.4 **Use of City-Owned Automobile.** EMPLOYEE shall be given exclusive use of an emergency equipped CITY-owned or leased automobile subject to the following restrictions on use: (i) the automobile shall be used primarily for the purpose of commuting to and from work and for the performance of CITY business; (ii) EMPLOYEE will not allow the automobile to be driven by any third party, except by CITY personnel in the performance of CITY business or in the course of routine vehicle maintenance or repair; (iii) the automobile may not be used for, or in the furtherance of, any unlawful purpose or act or for private commercial gain; (iv) to the fullest extent permitted by law, EMPLOYEE waives and releases CITY from any workers compensation claim which EMPLOYEE may otherwise assert to the extent any injuries suffered

by EMPLOYEE while driving the automobile were sustained while EMPLOYEE was using the vehicle for a non-CITY-related purpose (including, but not limited to, personal travel or entertainment or travel in connection with household errands or travel to and from work). EMPLOYEE may not use the vehicle for travel to locations outside of the State of California, without the prior approval of the City Manager. CITY shall be responsible for paying: (i) all premiums for legally required automobile insurance; and (ii) all vehicle maintenance and repair. In accordance with CITY reimbursement policies, EMPLOYEE may claim reimbursement for gasoline expenses to the extent such expenses are incurred in the performance of CITY business.

2.5 Jury Duty. EMPLOYEE will receive Base Salary and benefits while responding to a jury summons or serving on a jury. Any compensation for such jury duty (except travel pay) shall be remitted to CITY.

2.6 Business Related Equipment. CITY shall also provide EMPLOYEE a smart phone and personal computer (at work) for use in connection with CITY business. CITY shall be responsible for maintenance of said items.

2.7 Participation in Additional CITY Programs. EMPLOYEE shall be eligible to participate in any other CITY programs/employment benefits to the extent they are offered to non-represented CITY management employees, including but not limited to, the bilingual program or deferred compensation plan.

2.8 Administrative/Personal Leave. EMPLOYEE shall be allocated a maximum of forty (40) hours of administrative/personal leave on July 1st of each CITY fiscal year. The maximum amount of administrative/personal leave that EMPLOYEE may accrue at any given time may not exceed eighty (80) hours total. EMPLOYEE may request payment of up to forty (40) hours banked administrative leave pay, to be paid by separate check, per calendar year. Requests for payment of banked administrative leave pay should be submitted in accordance with the procedure stated in the Managers Group MOU.

3. ILLNESS OR INJURY; DISABILITY AND DEATH.

3.1 Cessation of Work Due to Injury or Disability. In addition to any right of termination set forth under Section 1.3 (Employment With CITY “At-Will”), above, CITY also reserves the right to terminate EMPLOYEE’s employment along with this Agreement if EMPLOYEE ceases to work as a result of injury or disability which results in Employee being unable to perform the essential duties of the CITY ENGINEER/PUBLIC WORKS DIRECTOR position, with or without accommodation, for a period of six (6) consecutive months or more, as documented by a healthcare provider. The foregoing notwithstanding, CITY may terminate EMPLOYEE if, in the CITY’S unilateral discretion, the disability poses a direct threat to the safety of CITY, EMPLOYEE or any other employees working for CITY and any reasonable accommodation attempted by CITY would not mitigate or eliminate such a threat. CITY will not provide a severance payment if EMPLOYEE is terminated under this Section of this Agreement.

3.2 Compensation for Work-Related Illness or Injury. In the event EMPLOYEE suffers a physical or mental illness or disability arising out of the course of employment, EMPLOYEE’S exclusive remedy or remedies against CITY for such illness, injury or disability

shall be those legally allowed under the workers' compensation laws of the State of California. The Parties further agree that the California Workers Compensation Appeals Board shall be the exclusive venue for any claim of physical or mental illness or disability arising out of the course of EMPLOYEE'S employment with the CITY.

3.3 Medical Examination. EMPLOYEE agrees to submit to a medical and/or psychological examination by a qualified physician or psychiatrist selected by CITY, in the event the CITY determines a medical and/or psychological examination is needed to make a decision under Sections 3.1 through 3.2. CITY and EMPLOYEE shall receive a copy of all medical reports related to the examination.

3.4 Death of Employee. This Agreement along with EMPLOYEE's employment shall terminate automatically upon EMPLOYEE's death.

3.5 Compensation Upon Termination. Except as otherwise provided under this Agreement, if EMPLOYEE's employment is terminated pursuant to this Section 3 (Illness or Injury; Disability and Death), CITY shall pay EMPLOYEE all Base Salary, benefits, and compensation due and owing EMPLOYEE through the last day actually worked. If termination is caused by EMPLOYEE's death, CITY shall provide the compensation and benefits otherwise due EMPLOYEE to EMPLOYEE's executor, administrator, heirs, personal representatives, successors, and assigns. CITY will not provide for severance pay if EMPLOYEE is terminated under the provisions of Section 3.1 through 3.5, above.

4. TERMINATION.

4.1 Termination by CITY for Convenience and Without Cause. EMPLOYEE is appointed and serves at the pleasure of City as an at will employee. City may terminate EMPLOYEE at any time for convenience and without cause. In the event EMPLOYEE is terminated without cause, at or during such time that EMPLOYEE is willing and able to perform his duties under this AGREEMENT, then in that event, CITY agrees to pay EMPLOYEE a severance equal to six months base salary, less any and all applicable or legally required deductions, provided EMPLOYEE has executed a full and final release of any and all actual or potential claims (including Civil Code Section 1542 release) that EMPLOYEE has or could have against CITY, its officials, employees and agents, acceptable to CITY in form and content. Notwithstanding anything herein to the contrary, the maximum severance EMPLOYEE may receive under this AGREEMENT shall not exceed the limitations provided for in Government Code Section 53260-53264 or other applicable law.

4.2 Termination by Employee. EMPLOYEE may terminate EMPLOYEE'S employment for any reason, and at any time, with or without cause, by providing CITY with no less than thirty (30) days prior written notice. In such event, CITY shall have the option, in its complete discretion, to make EMPLOYEE's termination effective upon any date preceding the 30-day notice period, provided CITY pays EMPLOYEE all compensation due and owing EMPLOYEE through the last day actually worked, plus an amount equal to the Base Salary EMPLOYEE would have earned through the balance of the thirty (30) day notice period.

EMPLOYEE shall not receive a “severance payment” in the event EMPLOYEE terminates his/her employment with CITY pursuant to this Section 4.2.

4.3 Termination for Cause by CITY. CITY may immediately terminate EMPLOYEE’s employment with CITY and this Agreement at any time by providing EMPLOYEE written notice of EMPLOYEE’S termination for cause and the reason(s) for the termination, and an opportunity for a discussion with the City Manager or the City Manager’s designee. In the event the City Manager and EMPLOYEE are unable to resolve any disagreement regarding the cause for EMPLOYEE’S termination, the Parties agree to binding arbitration as provided in Section 6. No “severance payment” shall be paid in the event EMPLOYEE’s employment is terminated for cause, except that CITY shall pay EMPLOYEE for EMPLOYEE’S accrued and unused vacation, sick and administrative leave, as provided for in this Agreement. The term “cause” shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: 1) breach of this AGREEMENT, 2) willful or persistent breach of duties, 3) resume fraud or other acts of material dishonesty, 4) unauthorized absence or leave not otherwise supported by valid documentation from a healthcare provider, 5) conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality), conviction of a misdemeanor DUI, or conviction of a felony under California law (the CITY may, in its discretion, place EMPLOYEE on paid or unpaid administrative leave until resolution of charges brought against EMPLOYEE), 6) violation of the CITY’s anti-harassment policies and/or a finding that EMPLOYEE engaged in legally prohibited personal acts of harassment, discrimination, and/or retaliation against a CITY official, CITY employee, or any individual protected by state or federal laws prohibiting harassment, discrimination, and/or retaliation, 7) violation of the CITY’s Municipal Code, ordinances, rules or regulations, including but not limited to the CITY’s Rules and Regulations and Administrative Policies, 8) use or possession of illegal drugs, 9) engaging in conduct tending to bring embarrassment or disrepute to the CITY, 10) any illegal or unethical act involving personal gain, 11) pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted directions or policy decisions of the City Council or City Manager, and 12) gross misfeasance or gross malfeasance. If the CITY terminates for cause this AGREEMENT and the services of EMPLOYEE hereunder, EMPLOYEE shall not be entitled to assume any further position or employment with the CITY.

4.4 Termination Obligation. EMPLOYEE agrees that all property, including without limitation, all equipment, tangible, Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by EMPLOYEE incident to EMPLOYEE’S employment are the property of CITY and shall be returned promptly to CITY upon termination of EMPLOYEE’s employment. EMPLOYEE’s obligations under this subsection shall survive the termination of EMPLOYEE’S employment and the expiration or early termination of this Agreement.

4.5 Benefits Upon Termination. All benefits to which EMPLOYEE is entitled under this Agreement shall cease upon EMPLOYEE’s termination in accordance with this Section 4 (Termination), unless expressly continued under this Agreement, under any specific written policy or benefit plan applicable to EMPLOYEE, under any other agreement for the continued provision of benefits, or unless otherwise required by law.

5. CONFLICT OF INTEREST.

5.1 EMPLOYEE shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of CITY, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the City Manager and City Council. EMPLOYEE shall also be subject to the conflict of interest provisions of the Government Code of the State of California, the CITY's Municipal Code, and any other conflict of interest regulations applicable to EMPLOYEE's employment with CITY. For and during the Term of this Agreement and any extension term, EMPLOYEE further agrees that except for a personal residence or residential property acquired or held for future use as EMPLOYEE'S personal residence, EMPLOYEE will not invest in any other real estate or property improvements within the corporate limits of CITY without the prior consent of the City Manager and City Council.

6. ARBITRATION OF DISPUTES.

Any claim, dispute, or controversy which would otherwise require or allow resort to any court or other governmental dispute resolution forum between EMPLOYEE and CITY arising from, related to, or having any relationship or connection whatsoever with Employees employment or the terms of this Agreement, whether based on tort, contract, statutory, or equitable law, or otherwise, shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. sec 1280 et seq.), including section 1283.05 and all of the Acts other mandatory and permissive rights to discovery); provided, however, that: in addition to requirements imposed by law, any arbitrator herein shall be a retired California Superior Court Judge and shall be subject to disqualification on the same grounds as would apply to a judge of such court. If for any reason the Parties cannot agree to an arbitrator, either Party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted for appointment of a neutral arbitrator. The court shall then appoint an arbitrator, who shall act under this agreement with the same force and effect as if the Parties had selected the arbitrator by mutual agreement. The arbitrator shall then prescribe the rules and procedures for the arbitration process in accordance with laws that are applicable to the claim being raised. EMPLOYEE understands that by agreeing to this binding arbitration provision, both CITY and EMPLOYEE give up their right to a trial by jury.

7. GENERAL PROVISIONS.

7.1 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below or at the last known address maintained in EMPLOYEE personnel file. EMPLOYEE agrees to notify CITY in writing of any change in EMPLOYEE'S address during EMPLOYEE'S employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

CITY's Notice Address:

City of Beaumont
550 East Sixth Street
Beaumont, CA 92223

CITY ENGINEER/PUBLIC WORKS DIRECTOR's Notice Address:

Robert Vestal

(Last listed address in employee's personnel file)

7.2 Bonding. CITY shall bear the full cost of any fidelity or other bonds required of the CITY ENGINEER/PUBLIC WORKS DIRECTOR to perform his duties under any laws or ordinance.

7.3 Entire Agreement. This Agreement is intended to be the final, complete, and exclusive statement of the terms of EMPLOYEE's employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of EMPLOYEE, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to EMPLOYEE and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control. However, as noted in Section 2.7 above, EMPLOYEE shall be eligible to participate in any other CITY programs/employment benefits to the extent they are offered to non-represented CITY employees.

7.4 Amendments. Except as otherwise provided herein, this Agreement may not be amended except in a written document signed by EMPLOYEE, approved by the City Manager and signed by the City Attorney.

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

7.6 Assignment. EMPLOYEE shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to EMPLOYEE, assign its rights and obligations hereunder.

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

7.8 Governing Law. This Agreement is entered into and is to be performed in Riverside County, California and shall be governed by and construed in accordance with the controlling laws of the State of California or federal law, whichever is applicable, and the Parties agree that venue shall be in Riverside County, California.

7.9 Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit or against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement.

7.10 Statutory Obligations

a. Abuse of Office or Position. Pursuant to California Government Code Sections 53243, 53243.1 and 53243.2, which became effective on January 1, 2012, if EMPLOYEE is convicted of a crime involving an abuse of EMPLOYEE'S office or position, all of the following shall apply: (1) if EMPLOYEE is provided with an administrative leave pay pending an investigation, EMPLOYEE shall be required to fully reimburse such amounts paid by CITY; (2) if CITY pays for the criminal legal defense of EMPLOYEE (which would be in its sole discretion, as CITY is generally not obligated to pay for a criminal defense), EMPLOYEE shall be required to fully reimburse such amounts paid by CITY; and (3) if this Agreement is terminated, any cash settlement related to the termination of EMPLOYEE by CITY, said amount shall be fully reimbursed to CITY or shall be void if not yet paid to EMPLOYEE. For this Section, abuse of office or position means either: (1) an abuse of public authority, including waste, fraud, and violation of the law under the color of authority; or (2) a crime against public justice, including a crime described in Title 7 commencing with section 92 of the California Penal Code.

b. Maximum Cash Settlement Upon Termination of Agreement. Pursuant to California Government Code Sections 53260 and 53261, regardless of the term of this Agreement, if the Agreement is terminated and a dispute arises regarding the termination, the maximum cash settlement that EMPLOYEE may receive shall be equal to the monthly salary of EMPLOYEE multiplied by eighteen and shall not include any other noncash items except health benefits, which may be continued for the same duration of time (18 months) or until employee finds other employment, whichever occurs first.

7.11 Incorporation of Recitals. The Parties repeat and incorporate the recitals set forth above as if fully set forth herein.

7.12 Acknowledgment. EMPLOYEE acknowledges that EMPLOYEE has had the opportunity to consult legal counsel in regard to this Agreement, that EMPLOYEE has read and understands this Agreement, that EMPLOYEE is fully aware of its legal effect, and that EMPLOYEE has entered into it freely and voluntarily and based on EMPLOYEE'S own judgment and not on any representations or promises other than those contained in this Agreement.

“CITY”

CITY OF BEAUMONT

By: _____
Elizabeth Gibbs, City Manager

ATTEST:

By: _____
Elaine Morgan, City Clerk

“EMPLOYEE”

Robert Vestal

CITY ENGINEER/PUBLIC WORKS DIRECTOR EMPLOYMENT AGREEMENT

Exhibit "A"

Job Description

Exhibit "A"



PUBLIC WORKS DIRECTOR

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

SUMMARY DESCRIPTION

Under general administrative direction, plans, directs, manages, and oversees the activities and operations of the Public Works Department, including engineering, street services, wastewater, land developments, traffic engineering, capital improvement programs, traffic planning and engineering, and special projects; controls staffing levels and department budget; coordinates assigned activities with other departments and outside agencies; participates as a member of the executive management team; and provides highly responsible and complex administrative support to the City Manager.

REPRESENTATIVE DUTIES *The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

1. Assumes full management responsibility for all Public Works Department services and activities including engineering, streets, traffic and wastewater operations; plans, assigns, directs and exercises administrative supervision over divisional employees engaging in a wide variety of engineering services, public works maintenance and operating tasks.
2. Manages the development and implementation of departmental goals, objectives, and priorities for each assigned service area; recommends and administers policies and procedures.
3. Establishes, within City policy, appropriate service and staffing levels; monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; allocates resources accordingly.
4. Assesses and monitors work load, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement; directs and implements changes.
5. Plans, directs, and coordinates, through subordinate level staff, the Public Works Department's work plan; assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures; meets with key staff to identify and resolve problems.
6. Selects, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline and termination procedures.
7. Oversees and participates in the development and administration of the department budget; approves the forecast of funds needed for staffing, equipment, materials, and supplies; approves expenditures and implements budgetary adjustments as appropriate and necessary.
8. Oversees and participates in preparing the Capital Improvement budget for the department; monitors capital improvement projects to ensure projects are completed within budget.

CITY OF BEAUMONT
Public Works Director (Continued)

9. Monitors the condition of the City's infrastructure, including streets, sidewalks, curbs, gutters, equipment, storm drains, sewer collection, wastewater treatment plant, and other related facilities and equipment for maintenance, repair and replacement.
10. Facilitates, develops, and implements short and long-term goals for each assigned division; schedules public hearings and leads discussions regarding proposed public works projects.
11. Performs research regarding equipment and operations; advises the acceptance of bids and the ordering of supplies.
12. May serve as City Engineer.
13. Provides staff assistance to the City Manager; advises and supports the City Manager's office and City Council and represents the department in policy matters; prepares and presents staff reports and other necessary correspondence.
14. Represents the Public Works Department to other departments, elected officials, and outside agencies; coordinates assigned activities with those of other departments and outside agencies and organizations.
15. Explains, justifies, and defends department programs, policies, and activities; negotiates and resolves sensitive and controversial issues.
16. Participates and provides staff support on a variety of boards, commissions, and committees; makes presentations before City Council, other government agencies and citizen groups about public works activities.
17. Attends and participates in professional group meetings; maintains awareness of new trends and developments in the field of Public Works operations.
18. Responds to and resolves difficult and sensitive citizen inquiries and complaints.
19. Performs related duties, as assigned.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

Operations, services, and activities of a comprehensive public works program.

Advanced principles and practices of program development and administration.

Modern principles, practices, and techniques of public works administration, organization and operation.

Principles and practices of engineering, street services, wastewater, land developments, traffic engineering, capital improvement programs, traffic planning and engineering and capital improvement projects.

Principles and practices of public relations.

Municipal public works, planning, design, maintenance and construction.

California engineering and administration principles related to the design and construction of public works projects.

Civil engineering principles related to planning, traffic, streets, public buildings, capital facilities planning, technical, legal and financial requirements involved in the conduct of municipal public works studies.

Enterprise operations and rate setting principles for operations.

CITY OF BEAUMONT
Public Works Director (Continued)

Techniques and methods of preparing designs, plans, specifications, estimates and reports for proposed municipal facilities.

Recent developments, current literature and sources of information in California Public Works Administration.

Occupational hazards and standard safety practices.

Principles and practices of municipal budget preparation and administration.

Principles of supervision, training, and performance evaluation.

Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Pertinent federal, state, and local laws, codes, and regulations.

Ability to:

Manage and direct a comprehensive public works program.

Develop and administer departmental goals, objectives, and procedures.

Analyze and assess programs, policies, and operational needs and make appropriate adjustments.

Identify and respond to sensitive community and organizational issues, concerns, and needs.

Plan, organize, direct, and coordinate the work of lower level staff.

Delegate authority and responsibility.

Select, supervise, train, and evaluate staff.

Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.

Research, analyze, and evaluate new service delivery methods and techniques.

Prepare clear and concise administrative and financial reports.

Prepare and administer large and complex budgets.

Interpret and apply applicable federal, state, and local policies, laws, and regulations.

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines - *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education/Training:

A Bachelor's degree from an accredited college or university with major course work in civil engineering, public administration, or a closely related field. A Master's degree is desirable.

Experience:

Ten years of broad and extensive experience in public works development and maintenance activities or related service delivery operations, including three years of management and administrative responsibility involving public works operations.

License or Certificate:

Must possess a valid California Class C Driver's License and maintain possession of such license during the course of employment;

CITY OF BEAUMONT
Public Works Director (Continued)

PHYSICAL, MENTAL, AND ENVIRONMENTAL REQUIREMENTS: *The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions:*

Must be found to be free from any physical, emotional or mental conditions, as determined by a qualified physician and/or psychologist, which with or without accommodation might affect the ability of the employee to perform essential job functions. The position may require prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily office activities. Additionally, the position requires grasping, repetitive hand movement, and fine coordination in retrieving and entering data using a computer keyboard. Near and far vision is required in order to read work related documents and use the computer. Acute hearing is required when providing phone and personal service. The position requires lifting, carrying, pushing, and/or pulling objects weighing up to 25 pounds. Incumbent must be willing to work shift work, including nights, weekends, and holidays. Must be able to work in adverse weather conditions, including extreme heat and cold.

This classification is not intended to be all-inclusive. An employee may be required to perform other reasonable duties as assigned by management. The City reserves the right, with the concurrence of the department head, to revise or change classification duties and responsibilities as the need arises and as consistent with the meet and confer process.



Staff Report

TO: City Council
FROM: Kari Mendoza, Administrative Services Director
DATE: November 7, 2023
SUBJECT: Authorize Changes to Position Allocation

Description Staff requests authorization for the position elimination of the Assistant Director of Public Works and the addition of a Senior Engineer.

Background and Analysis:

Staff and administration have been continuously evaluating current positions and staffing levels. As vacancies arise individual department organizational structures are being evaluated and discussed. The Public Works Department seeks to make changes to their position allocation. Public Works seeks to change the vacated position of Assistant Director of Public Works to a Senior Engineer.

Fiscal Impact:

The position elimination of the Assistant Director of Public Works and the addition of a Senior Engineer will result in an estimated \$28,000 cost savings depending on the candidates' qualifications. The cost to prepare this staff report was \$475.

Recommended Action:

Approve the position elimination of one Assistant Director of Public Works.

Approve the addition of one Senior Engineer.

Approved the amended Compensation Plan.

Attachments:

- A. Senior Engineer Job Description
- B. Existing Organizational Chart
- C. Proposed Organizational Chart
- D. City Compensation Plan



SENIOR ENGINEER

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

SUMMARY DESCRIPTION

Under general administrative direction, participates in complicated engineering planning, design, and investigation of the Public Works Department. Assignments are general and of a continuing nature, requiring the exercise of independent judgment and initiative. Incumbents are expected to perform the most complex professional engineering work, requiring a substantial level of professional training and experience, and do other related work as required.

REPRESENTATIVE DUTIES *The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

1. Perform complex studies of technical, environmental, and economic feasibility, engineering field studies, and related studies pertaining to proposed and existing facility improvements.
2. Plan own work and the work of others.
3. Complete special projects that are frequently of long duration and complexity.
4. Develop, update and approve technical directives for the department to include: Engineering Guidelines, Standard Drawings, Standard Specifications, and other technical and administrative policies and procedures as applicable.
5. Research activities pertaining to best available engineering principles and practices including reviewing and advising the use of applicable construction materials and practices.
6. Prepare and review economic analyses, street and highway planning analyses and designs, basic civil engineering related structural analyses, hydraulic and hydrogeologic analyses and project justification reports.
7. Work with other engineering personnel with limited experience in an advisory capacity or supervisory capacity.
8. Make decisions independently on technical problems and methods related to the work being performed.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

Principles and practices of civil engineering and other engineering disciplines used in the municipal engineering field.

Modern methods and techniques used in the design and construction of a wide variety of municipal projects.

Modern developments, current literature and sources of information regarding civil and municipal engineering.

CITY OF BEAUMONT
Senior Engineer (Continued)

Applicable laws and regulatory codes relevant to design and construction of municipal facilities.
Principles of supervision, training and performance evaluation.
Technical report writing.
Computers and computer programs.

Ability to:

Make complex engineering computations and to check, design, and supervise the construction of a wide variety of municipal facilities.
Communicate clearly and concisely, orally and in writing.
Supervise, train and evaluate professional and technical subordinates.
Apply technical insight and sound judgment necessary in the solution of difficult and complex problems.
Complete projects which require research of current and past technical literature and the adaptation of information in order to fit the kinds of situations encountered.
Use and apply engineering economic principles.
Accommodate existing delivery timelines of varying workloads.

Education and Experience Guidelines - *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education/Training:

Equivalent to a bachelor's degree from an accredited college or university with major course work in civil engineering, structural engineering, or a related field.

Experience:

Four years of progressively responsible, professional experience in civil engineering. Supervisory Municipal experience in engineering is desirable.

License or Certificate:

Must possess and maintain during the course of employment a valid certificate of registration as a Civil Engineer issued by the California State Board of Professional Engineers, Land Surveyor and Geologists.

Must possess and maintain during the course of employment a valid California Class C Driver's License.

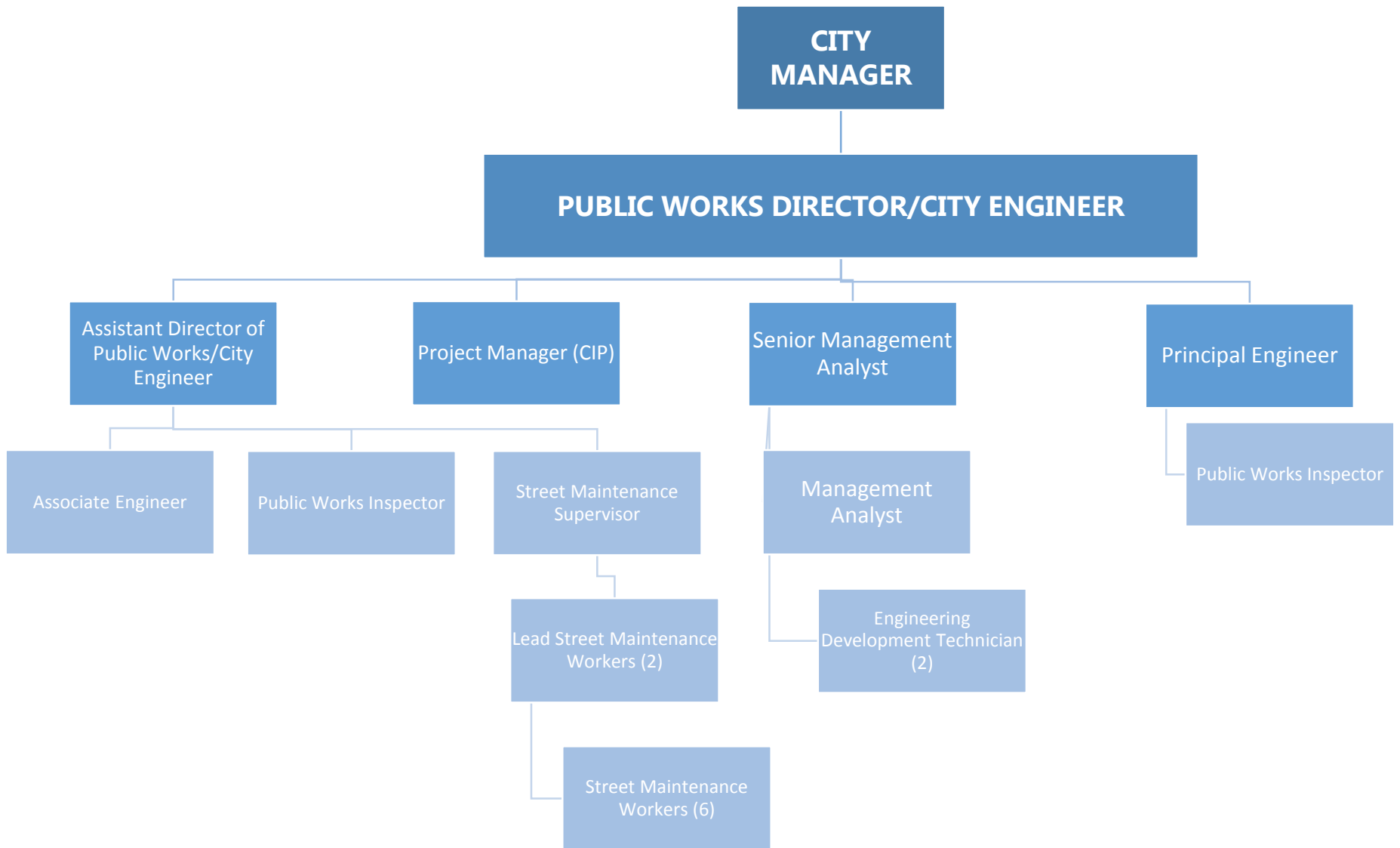
PHYSICAL, MENTAL, AND ENVIRONMENTAL REQUIREMENTS: *The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions:*

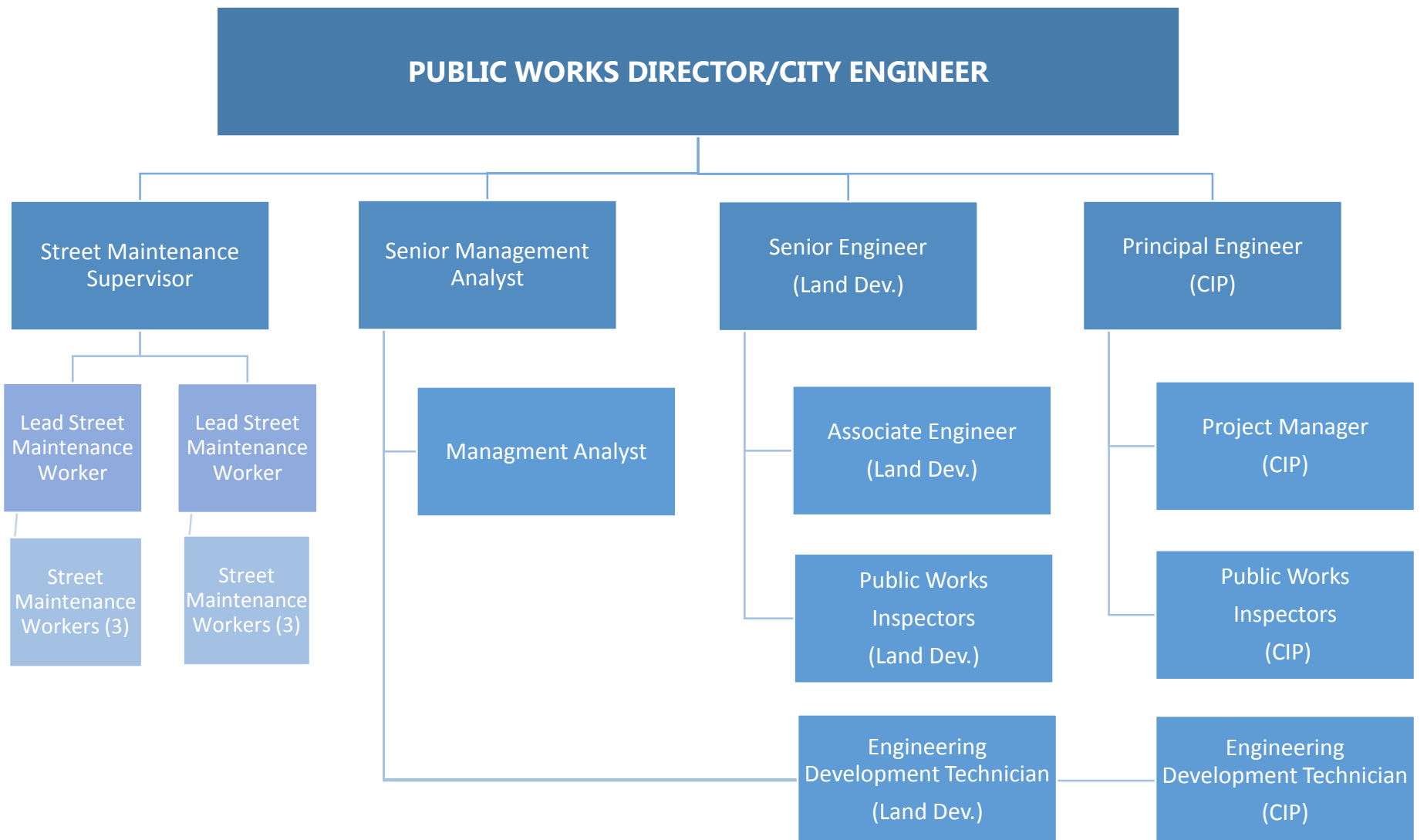
Must be found to be free from any physical, emotional or mental conditions, as determined by a qualified physician and/or psychologist, which with or without accommodation might affect the ability of the employee to perform essential job functions. The position may require prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily office activities. Additionally, the position requires grasping, repetitive hand movement, and fine coordination in retrieving and entering data using a computer keyboard. Near and far vision is required in order to read work related documents and use the computer. Acute hearing is required when providing phone and personal service. The position requires lifting, carrying, pushing, and/or pulling objects weighing up to 25 pounds. Incumbent must

CITY OF BEAUMONT
Senior Engineer (Continued)

be willing to work shift work, including nights, weekends, and holidays. Must be able to work in adverse weather conditions, including extreme heat and cold.

This classification is not intended to be all-inclusive. An employee may be required to perform other reasonable duties as assigned by management. The City reserves the right, with the concurrence of the department head, to revise or change classification duties and responsibilities as the need arises and as consistent with the meet and confer process.







- COMPENSATION PLAN -

Adopted by City Council November 7, 2023
Effective November 7, 2023

Position	MOU Assigned To	Salary Range	
		First Step	Top Step
Accountant	SEIU	57	67
Account Technician I	SEIU	46	56
Account Technician II	SEIU	50	60
Administrative Services Director	Employment Contract	92	102
Animal Control Officer I	SEIU	46	56
Animal Control Officer II	SEIU	50	60
Assistant Director of Finance	Manager/Professional/Technical	83	93
Assistant Planner	SEIU	56	66
Associate Engineer	SEIU	64	74
Budget Specialist	Manager/Professional/Technical	62	72
Building/Grounds/Maintenance Supervisor	Manager/Professional/Technical	60	70
Building/Grounds/Maintenance Worker	SEIU	40	50
Building Inspector	SEIU	54	64
Building Permit Technician I	SEIU	42	52
Building Permit Technician II	SEIU	48	58
Building Plans Examiner	SEIU	59	69
Bus Driver	SEIU	37	47
Chief Building Official	Manager/Professional/Technical	84	94
Chief of Police	Employment Contract	98	108
City Engineer / Public Works Director	Employment Contract	92	102
City Manager	Employment Contract	102	112
Community Enhancement Officer I	SEIU	48	58
Community Enhancement Officer II	SEIU	52	62
Community Services Director	Employment Contract	84	94
Community Services Officer	POA	48	58
Customer Service Coordinator I	SEIU	34	44
Customer Service Coordinator II	SEIU	40	50
Deputy City Manager	Employment Contract	94	104
Deputy City Clerk	Manager/Professional/Technical	66	76
Director of Water Reclamation	Employment Contract	85	95
Economic Development Manager	Manager/Professional/Technical	74	84
Engineering Development Technician I	SEIU	42	52
Engineering Development Technician II	SEIU	48	58
Environmental Compliance Program Specialist	Manager/Professional/Technical	63	73
Executive Assistant	Manager/Professional/Technical	51	61
Finance Director	Employment Contract	92	102
GIS Analyst	SEIU	55	65
Grants Analyst	SEIU	60	70
Grounds/Parks/Facilities Manager	Manager/Professional/Technical	74	84
HR/Payroll Technician	SEIU	46	56
HR/Risk Analyst	Manager/Professional/Technical	60	70

Position	MOU Assigned To	Salary Range	
		First Step	Top Step
Information Technology Manager	Manager/Professional/Technical	83	93
IT Analyst I	SEIU	53	63
IT Analyst II	SEIU	61	71
Lead Building/Grounds Maintenance Worker	SEIU	46	56
Lead Bus Driver	SEIU	43	53
Lead Dispatcher	POA	52	62
Lead Street Maintenance Worker	SEIU	50	60
Lead Support Services Specialist	Police Officers Association	44	54
Mechanic	SEIU	46	56
Management Analyst I	SEIU	54	64
Management Analyst II	SEIU	60	70
Payroll / Benefits Supervisor	Manager/Professional/Technical	65	75
Planning Manager	Manager/Professional/Technical	80	90
Police Cadet		31	31
Police Captain	Police Management	93	103
Police Corporal	Police Officers Association	72	82
Police Lieutenant	Police Management	88	98
Police Officer	Police Officers Association	66	76
Police Sergeant	Police Officers Association	78	88
Police Services Manager	Manager/Professional/Technical	73	83
Police Trainee		49	49
Principal Engineer	Manager/Professional/Technical	74	84
Procurement/Contract Specialist	SEIU	53	63
Project Manager (CIP)	Manager/Professional/Technical	71	81
Public Information Officer	Manager/Professional/Technical	72	82
Public Safety Dispatcher I	Police Officers Association	40	50
Public Safety Dispatcher II	Police Officers Association	46	56
Public Works Inspector	SEIU	59	69
Records Technician	SEIU	46	56
Recreation Coordinator	SEIU	46	56
Recreation Specialist	SEIU	26	36
Recreation Manager	Manager/Professional/Technical	69	79
Senior Engineer	Manager/Professional/Technical	70	80
Senior Management Analyst	Manager/Professional/Technical	65	75
Street Maintenance Supervisor	Manager/Professional/Technical	61	71
Street Maintenance Worker	SEIU	46	56
Support Services Specialist I	Police Officers Association	34	44
Support Services Specialist II	Police Officers Association	40	50
Support Services Supervisor	Police Officers Association	60	70
Transit Manager	Manager/Professional/Technical	74	84
Vehicle Maintenance Supervisor	Manager/Professional/Technical	65	75
Wastewater Collections Supervisor	Manager/Professional/Technical	58	68
Wastewater Collection System Worker I	SEIU	48	58
Wastewater Collection System Worker II	SEIU	52	62
Wastewater Plant Operator I	SEIU	53	63
Wastewater Plant Operator II	SEIU	59	69

Position	MOU Assigned To	Salary Range	
		<i>First Step</i>	<i>Top Step</i>
Wastewater Plant Operator III	SEIU	63	73
Wastewater Plant Operator IV	SEIU	67	77
Wastewater Plant Operator V	SEIU	71	81
Wastewater Plant Supervisor	Manager/Professional/Technical	67	77

City of Beaumont

Salary Range Table

Effective 7/1/2023

Step	Annual	Monthly	Bi-Weekly	Hourly
0	\$ 17,638.44	\$ 1,469.87	\$ 678.40	\$ 8.48
1	\$ 18,075.24	\$ 1,506.27	\$ 695.20	\$ 8.69
2	\$ 18,532.80	\$ 1,544.40	\$ 712.80	\$ 8.91
3	\$ 18,990.36	\$ 1,582.53	\$ 730.40	\$ 9.13
4	\$ 19,468.80	\$ 1,622.40	\$ 748.80	\$ 9.36
5	\$ 19,947.24	\$ 1,662.27	\$ 767.20	\$ 9.59
6	\$ 20,446.44	\$ 1,703.87	\$ 786.40	\$ 9.83
7	\$ 20,966.40	\$ 1,747.20	\$ 806.40	\$ 10.08
8	\$ 21,486.36	\$ 1,790.53	\$ 826.40	\$ 10.33
9	\$ 22,027.20	\$ 1,835.60	\$ 847.20	\$ 10.59
10	\$ 22,588.80	\$ 1,882.40	\$ 868.80	\$ 10.86
11	\$ 23,150.40	\$ 1,929.20	\$ 890.40	\$ 11.13
12	\$ 23,712.00	\$ 1,976.00	\$ 912.00	\$ 11.40
13	\$ 24,315.24	\$ 2,026.27	\$ 935.20	\$ 11.69
14	\$ 24,918.36	\$ 2,076.53	\$ 958.40	\$ 11.98
15	\$ 25,542.36	\$ 2,128.53	\$ 982.40	\$ 12.28
16	\$ 26,187.24	\$ 2,182.27	\$ 1,007.20	\$ 12.59
17	\$ 26,832.00	\$ 2,236.00	\$ 1,032.00	\$ 12.90
18	\$ 27,518.40	\$ 2,293.20	\$ 1,058.40	\$ 13.23
19	\$ 28,204.80	\$ 2,350.40	\$ 1,084.80	\$ 13.56
20	\$ 28,911.96	\$ 2,409.33	\$ 1,112.00	\$ 13.90
21	\$ 29,619.24	\$ 2,468.27	\$ 1,139.20	\$ 14.24
22	\$ 30,368.04	\$ 2,530.67	\$ 1,168.00	\$ 14.60
23	\$ 31,116.84	\$ 2,593.07	\$ 1,196.80	\$ 14.96
24	\$ 31,907.16	\$ 2,658.93	\$ 1,227.20	\$ 15.34
25	\$ 32,697.60	\$ 2,724.80	\$ 1,257.60	\$ 15.72
26	\$ 33,508.80	\$ 2,792.40	\$ 1,288.80	\$ 16.11
27	\$ 34,361.64	\$ 2,863.47	\$ 1,321.60	\$ 16.52
28	\$ 35,214.36	\$ 2,934.53	\$ 1,354.40	\$ 16.93
29	\$ 36,087.96	\$ 3,007.33	\$ 1,388.00	\$ 17.35
30	\$ 37,003.20	\$ 3,083.60	\$ 1,423.20	\$ 17.79
31	\$ 37,918.44	\$ 3,159.87	\$ 1,458.40	\$ 18.23
32	\$ 38,875.20	\$ 3,239.60	\$ 1,495.20	\$ 18.69
33	\$ 39,852.84	\$ 3,321.07	\$ 1,532.80	\$ 19.16
34	\$ 40,830.36	\$ 3,402.53	\$ 1,570.40	\$ 19.63
35	\$ 41,849.64	\$ 3,487.47	\$ 1,609.60	\$ 20.12
36	\$ 42,910.44	\$ 3,575.87	\$ 1,650.40	\$ 20.63
37	\$ 43,971.24	\$ 3,664.27	\$ 1,691.20	\$ 21.14
38	\$ 45,073.56	\$ 3,756.13	\$ 1,733.60	\$ 21.67
39	\$ 46,196.76	\$ 3,849.73	\$ 1,776.80	\$ 22.21
40	\$ 47,361.60	\$ 3,946.80	\$ 1,821.60	\$ 22.77
41	\$ 48,547.20	\$ 4,045.60	\$ 1,867.20	\$ 23.34
42	\$ 49,753.56	\$ 4,146.13	\$ 1,913.60	\$ 23.92
43	\$ 51,001.56	\$ 4,250.13	\$ 1,961.60	\$ 24.52
44	\$ 52,270.44	\$ 4,355.87	\$ 2,010.40	\$ 25.13
45	\$ 53,580.84	\$ 4,465.07	\$ 2,060.80	\$ 25.76
46	\$ 54,932.76	\$ 4,577.73	\$ 2,112.80	\$ 26.41
47	\$ 56,305.56	\$ 4,692.13	\$ 2,165.60	\$ 27.07
48	\$ 57,699.24	\$ 4,808.27	\$ 2,219.20	\$ 27.74
49	\$ 59,155.20	\$ 4,929.60	\$ 2,275.20	\$ 28.44
50	\$ 60,632.04	\$ 5,052.67	\$ 2,332.00	\$ 29.15
51	\$ 62,150.40	\$ 5,179.20	\$ 2,390.40	\$ 29.88
52	\$ 63,689.64	\$ 5,307.47	\$ 2,449.60	\$ 30.62
53	\$ 65,291.16	\$ 5,440.93	\$ 2,511.20	\$ 31.39
54	\$ 66,913.56	\$ 5,576.13	\$ 2,573.60	\$ 32.17
55	\$ 68,598.36	\$ 5,716.53	\$ 2,638.40	\$ 32.98
56	\$ 70,304.04	\$ 5,858.67	\$ 2,704.00	\$ 33.80

Step	Annual	Monthly	Bi-Weekly	Hourly
57	\$ 72,072.00	\$ 6,006.00	\$ 2,772.00	\$ 34.65
58	\$ 73,860.84	\$ 6,155.07	\$ 2,840.80	\$ 35.51
59	\$ 75,711.96	\$ 6,309.33	\$ 2,912.00	\$ 36.40
60	\$ 77,604.84	\$ 6,467.07	\$ 2,984.80	\$ 37.31
61	\$ 79,539.24	\$ 6,628.27	\$ 3,059.20	\$ 38.24
62	\$ 81,536.04	\$ 6,794.67	\$ 3,136.00	\$ 39.20
63	\$ 83,574.36	\$ 6,964.53	\$ 3,214.40	\$ 40.18
64	\$ 85,654.44	\$ 7,137.87	\$ 3,294.40	\$ 41.18
65	\$ 87,796.80	\$ 7,316.40	\$ 3,376.80	\$ 42.21
66	\$ 90,001.56	\$ 7,500.13	\$ 3,461.60	\$ 43.27
67	\$ 92,247.96	\$ 7,687.33	\$ 3,548.00	\$ 44.35
68	\$ 94,556.76	\$ 7,879.73	\$ 3,636.80	\$ 45.46
69	\$ 96,927.96	\$ 8,077.33	\$ 3,728.00	\$ 46.60
70	\$ 99,361.56	\$ 8,280.13	\$ 3,821.60	\$ 47.77
71	\$ 101,816.04	\$ 8,484.67	\$ 3,916.00	\$ 48.95
72	\$ 104,374.44	\$ 8,697.87	\$ 4,014.40	\$ 50.18
73	\$ 106,974.36	\$ 8,914.53	\$ 4,114.40	\$ 51.43
74	\$ 109,657.56	\$ 9,138.13	\$ 4,217.60	\$ 52.72
75	\$ 112,403.16	\$ 9,366.93	\$ 4,323.20	\$ 54.04
76	\$ 115,211.16	\$ 9,600.93	\$ 4,431.20	\$ 55.39
77	\$ 118,081.56	\$ 9,840.13	\$ 4,541.60	\$ 56.77
78	\$ 121,035.24	\$ 10,086.27	\$ 4,655.20	\$ 58.19
79	\$ 124,071.96	\$ 10,339.33	\$ 4,772.00	\$ 59.65
80	\$ 127,171.20	\$ 10,597.60	\$ 4,891.20	\$ 61.14
81	\$ 130,353.60	\$ 10,862.80	\$ 5,013.60	\$ 62.67
82	\$ 133,598.40	\$ 11,133.20	\$ 5,138.40	\$ 64.23
83	\$ 136,947.24	\$ 11,412.27	\$ 5,267.20	\$ 65.84
84	\$ 140,358.36	\$ 11,696.53	\$ 5,398.40	\$ 67.48
85	\$ 143,873.64	\$ 11,989.47	\$ 5,533.60	\$ 69.17
86	\$ 147,471.96	\$ 12,289.33	\$ 5,672.00	\$ 70.90
87	\$ 151,153.56	\$ 12,596.13	\$ 5,813.60	\$ 72.67
88	\$ 154,939.20	\$ 12,911.60	\$ 5,959.20	\$ 74.49
89	\$ 158,808.00	\$ 13,234.00	\$ 6,108.00	\$ 76.35
90	\$ 162,780.84	\$ 13,565.07	\$ 6,260.80	\$ 78.26
91	\$ 166,857.60	\$ 13,904.80	\$ 6,417.60	\$ 80.22
92	\$ 171,017.64	\$ 14,251.47	\$ 6,577.60	\$ 82.22
93	\$ 175,302.36	\$ 14,608.53	\$ 6,742.40	\$ 84.28
94	\$ 179,691.24	\$ 14,974.27	\$ 6,911.20	\$ 86.39
95	\$ 184,163.16	\$ 15,346.93	\$ 7,083.20	\$ 88.54
96	\$ 188,780.76	\$ 15,731.73	\$ 7,260.80	\$ 90.76
97	\$ 193,502.40	\$ 16,125.20	\$ 7,442.40	\$ 93.03
98	\$ 198,327.96	\$ 16,527.33	\$ 7,628.00	\$ 95.35
99	\$ 203,299.20	\$ 16,941.60	\$ 7,819.20	\$ 97.74
100	\$ 208,374.36	\$ 17,364.53	\$ 8,014.40	\$ 100.18
101	\$ 213,574.44	\$ 17,797.87	\$ 8,214.40	\$ 102.68
102	\$ 218,919.96	\$ 18,243.33	\$ 8,420.00	\$ 105.25
103	\$ 224,390.40	\$ 18,699.20	\$ 8,630.40	\$ 107.88
104	\$ 230,006.40	\$ 19,167.20	\$ 8,846.40	\$ 110.58
105	\$ 235,747.20	\$ 19,645.60	\$ 9,067.20	\$ 113.34
106	\$ 241,633.56	\$ 20,136.13	\$ 9,293.60	\$ 116.17
107	\$ 247,665.60	\$ 20,638.80	\$ 9,525.60	\$ 119.07
108	\$ 253,863.96	\$ 21,155.33	\$ 9,764.00	\$ 122.05
109	\$ 260,208.00	\$ 21,684.00	\$ 10,008.00	\$ 125.10
110	\$ 266,718.36	\$ 22,226.53	\$ 10,258.40	\$ 128.23
111	\$ 273,395.16	\$ 22,782.93	\$ 10,515.20	\$ 131.44
112	\$ 280,238.40	\$ 23,353.20	\$ 10,778.40	\$ 134.73
113	\$ 287,247.96	\$ 23,937.33	\$ 11,048.00	\$ 138.10



Staff Report

TO: City Council
FROM: Nicole Wheelwright, Deputy City Clerk
DATE: November 7, 2023
SUBJECT: Upcoming Holidays and City Council Meeting Schedule

Description Discussion for a quorum check with upcoming holidays.

Background and Analysis:

This item serves as a quorum check for upcoming City Council Meetings as the holiday season approaches. Below are the upcoming City Council regularly scheduled meetings:

November 21, 2023
December 5, 2023
December 19, 2023
January 2, 2024

Fiscal Impact:

Staff estimates the cost to prepare this report to be \$45.00.

Recommended Action:

Discussion and direction if any meetings need to be rescheduled or cancelled.



Staff Report

TO: City Council
FROM: Nicole Wheelwright, Deputy City Clerk
DATE: November 7, 2023
SUBJECT: Upcoming Vacancies on City Commissions and Committees

Description Formal notice of upcoming vacancies and application process.

Background and Analysis:

In accordance with Government Code Sections 54970 - 54974, also known as the "Maddy Act," the following notice of upcoming vacancies of City commissions and committees shall be posted for the fair and equal opportunity of citizens to be able to apply for the consideration of appointment. Per code, this Local Appointments list will be posted on the City's website and at the Beaumont Library for public view. As an added measure, not required by code, the City will also utilize social media outlets to advertise the vacancies with details on how to apply. Attached is a list of the current seats and upcoming vacancies as well as the Public Notice.

This item is also to make City Council aware of any members that have an excess of unexcused absences per the adopted policies. City Council has the authority to remove any members after two unexcused absences.

Fiscal Impact:

City staff estimates the cost to prepare this report to be 85.00.

Recommended Action:

Receive and file.

Attachments:

- A. Local Appointment List
- B. Public Notice

City of Beaumont Planning Commission				
<i>Municipal Code Section 2.24.040 - Term shall be four (4) years</i>				
<i>Qualifications: Beaumont resident, 18 years of age and a registered voter</i>				
<i>Monthly Stipend \$50 (Reso 2004-35)</i>				
<i>Meets: Second Wednesday of each month</i>				
Appointee	Title	Date of Appointment	Date of Re-Appointment	Current Term Expires
Steve Cooley	Commissioner	December 20, 2022		December 2026
Nathan Smith	Commissioner	December 21, 2010	December 20, 2022	December 2026
Patrick Stephens	Commissioner	January 15, 2019	December 15, 2020	December 2024
<i>To be filled Nov 7</i>	Commissioner			December 2024
<i>To be filled Nov 7</i>	Commissioner			December 2024

City of Beaumont Financial and Audit Committee				
<i>Municipal Code Section 2.35.050 - Term shall be two (2) years (adopted September 2015). Term expiration dates were established at Council Meeting of Aug 1, 2017</i>				
<i>Qualifications: Beaumont resident or Beaumont business owner and 18 years of age</i>				
<i>Meets: Fourth Monday on a Quarterly Basis</i>				
Appointee	Title	Date of Appointment	Date of Re-Appointment	Current Term Expires
Jennifer Ustation	CM or Highest Ranking Financial Staff Member	n/a		n/a
Jessica Voigt	City Council Member	December 2022		December 2023
David Fenn	City Council Member	December 2022		December 2023
AJ Patel	City Treasurer	December 2022		n/a
Peter Sierra	Resident Member	December 2022		December 2024
David Vanderpool	Resident Member	January 2020	December 2021	December 2023
Dennis Garcia	Resident/Business Owner Member	December 2021		December 2023

City of Beaumont Economic Development Committee				
<i>Term expiration dates were established at Council Meeting August 1, 2017 - 2 year terms</i>				
<i>Qualifications: Local developer/economic representative, business community members, BUSD education representative, non-business community member or a industry expert</i>				
<i>Meets: Second Wednesday of each month</i>				
Appointee	Title	Date of Appointment	Date of Re-Appointment	Current Term Expires
Lloyd White	City Council Member	December 2022		December 2023
Mike Lara	City Council Member	December 2022		December 2023
CM/Christina	City Manager or Designee	n/a		
Kyle Warsinski	Economic Dev Staff	n/a		
Ebon Brown	BUSD/Secondary Education Representative	December 2019	n/a	n/a
Von Lawson	Post Secondary Education Representative	September 2019	December 2021	December 2023

Beaumont Chamber	Beaumont Chamber Representative	November 9, 2016	n/a	n/a
Ron Rader	Beaumont Business Community Member	March 2023		December 2024
Allen Koblin	Beaumont Business Community Member			December 2024
Dustin Nirschl	Beaumont Business Community Member	December 2022		December 2024
Steven Mehlman	Community Member/Non Business Member	December 2022	December 2022	December 2024
Richard Bennecke	Community Member/Non Business Member	March 2023		December 2024
Rob Moran	Local Developer/Economic Development Representative	January 2019	December 2022	December 2024
Theo Harris	Beaumont Youth Council Student	March 2023	October 2023	June 2024
<i>Vacant</i>	Rotating Member - Industry Expert			
<i>Vacant</i>	Alternate Member			
<i>Vacant</i>	Alternate Member			

Board of Administrative Appeals				
<i>Term expiration dates were established by Ordinance 988 (2 years)</i>				
<i>Qualifications: 18 years of age, Beaumont resident or owners or employees of a Beaumont business</i>				
<i>Meets: on an as-needed basis</i>				
Appointee	Title	Date of Appointment	Date of Re-Appointment	Current Term Expires
Steve Cooley	Appeals Officer	December 2022		December 2024
Allen Koblin	Appeals Officer	December 2022		December 2024
Ronald Rader	Appeals Officer	December 2022		December 2024
Tomothy Ousley	Appeals Officer	December 2022		December 2024
<i>Vacant</i>				
<i>Vacant</i>				
<i>Vacant</i>				
<i>Vacant</i>				
<i>Vacant</i>				

Youth Council				
<i>Term expiration dates are established by the By-Laws (July 1 each year)</i>				
<i>Qualifications: Enrolled in High School and acedemicaly eligible</i>				
<i>Meets: Second Tuesday of each month</i>				
Appointee	Title	Date of Appointment	Date of Re-Appointment	Current Term Expires
Julio Martinez	City Council Rep	February 2023		December 2023
Jessica Voigt	City Council Rep Alt.	February 2023		December 2023

Mary Jane Diaz	Director (and EDC alt.)	January 2023	October 2023	July 2024
Eva Garcia	Secretary	January 2023	October 2023	July 2024
Jessica Guevara	Member	October 2023		July 2024
Theo Harris	EDC Rep	January 2023	October 2023	July 2024
Jeremiah Hasibuan	Member	January 2023	October 2023	July 2024
Kate Landeros	Event Coordinator	October 2023		July 2024
Carlos Luna	Member	October 2023		July 2024
Leah Moore	Member	January 2023	October 2023	July 2024
Logan Niles	Member	October 2023		July 2024
John Nucasa	Assistant Director	January 2023	October 2023	July 2024
Anaya Patel	Member	October 2023		July 2024
Hyrum Rivera	Member	October 2023		July 2024
Amaree Thomas	Event Coordinator	January 2023	October 2023	July 2024
Marlowe Ugapo	Member	January 2023	October 2023	July 2024

Parks and Recreation Committee				
<i>Term expiration dates are established by the Policy and Procedures (2 years)</i>				
<i>Qualifications: 16 years of age, Community Member or Representative/Associated with a sports league in the City</i>				
<i>Meets: Fourth Monday on a Quarterly Basis</i>				
Appointee	Title	Date of Appointment	Date of Re-Appointment	Current Term Expires
	City Council Rep			December 2024
	City Council Rep Alt.			December 2024
Doug Story	Community Serv. Director			n/a
<i>Vacant</i>	League Rep			December 2025
<i>Vacant</i>	Community Member			December 2025
<i>Vacant</i>	Community Member			December 2025
<i>Vacant</i>	Communty Member			December 2025
<i>Vacant</i>	Youth Council Member			July 2024

Notice of Vacancies for City of Beaumont Boards and Commissions

Beaumont, CA—Notice is hereby given that the Beaumont City Council is seeking to fill several vacancies on the Beaumont Economic Development Committee, Financial and Audit Committee and the initial seating of the Parks and Recreation Committee.

Financial and Audit Committee: Seeking applications to fill two (2) vacancies for a term of two (2) years consisting of the following positions:

- Resident Member – 1 seat available
- Resident/Business Owner Member – 1 seat available

The Committee meets on a quarterly basis on the 4th Monday of the month at 6:00 p.m. to review financial reports and be the oversight of finance related items as directed by Council. This is a non-compensated position.

Economic Development Committee: Seeking applications to fill four (4) vacancies for a term of two (2) years consisting of the following positions:

- Post Secondary Education Representative – 1 seat available
- Industry Expert – 1 seat available
- Alternate Member – 2 seats available

The Committee meets regularly on the 2nd Wednesday of each month at 4:00 p.m. to discuss and act in an advisory capacity to develop an Economic Development Strategic Plan for growth and recommend a vision for the future of Beaumont. This is a non-compensated position.

Parks and Recreation Committee: Seeking applications to fill four (4) seats for a term of two (2) years consisting of the following positions:

- Rep or Associated with a Sports League Operating in the City – 1 seat available
- Beaumont Community Member – 3 seats available

The Committee will meet on a quarterly basis on the 4th Monday of the month at 4:00 p.m. This is a non-compensated position.

Applications are available online at www.BeaumontCa.gov under Committees and Commission. The Beaumont City Council will conduct a review of applicants at the regularly scheduled meeting of Tuesday, December 19, 2023, at 6:00 p.m. Completed applications received by 5:00 p.m. on Thursday, December 7, 2022, will be considered. Questions regarding the application process may be directed to the Deputy City Clerk at (951) 572-3196.