UPLAND CITY COUNCIL

AGENDA
June 24, 2019
City Council Chamber

DEBBIE STONE, MAYOR
JANICE ELLIOTT, MAYOR PRO TEM
RICKY FELIX, COUNCILMEMBER
RUDY ZUNIGA, COUNCILMEMBER
BILL VELTO, COUNCILMEMBER

ROSEMARY HOERNING, ACTING CITY MANAGER
JAMES L. MARKMAN, CITY ATTORNEY

DISRUPTION OF MEETINGS

Individuals who demonstrate disruptive conduct during City Council meetings that prevent the City Council from conducting its meeting in an orderly manner are guilty of a misdemeanor as stated in PC403, disrupting a public meeting, and are subject to removal from the chamber or arrest.

*** * * * * * * * * * * ***

6:00 PM - Closed Session

1. CALL TO ORDER AND ROLL CALL

2. ADDITIONS-DELETIONS TO AGENDA

3. ORAL COMMUNICATIONS

This is a time for any citizen to comment on item listed on the closed session agenda only. Anyone wishing to address the legislative body is requested to submit a speaker card to the City Clerk at or prior to speaking. The speakers are requested to keep their comments to no more than three (3) minutes. The use of visual aids will be included in the time limit.

4. CLOSED SESSION

A. CLOSED SESSION CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (WORKER'S COMP CLAIM)

(Paragraph (1) of subdivision (d) of California Government Code Section 54956.9)

Claimant: Christopher Hilliard

Agency: City of Upland

B. CONSIDERATION OF PUBLIC EMPLOYEE EVALUATION AND CONSIDERATION OF CONTRACT APPOINTING INTERIM CITY MANAGER pursuant to Government Code Section 54957

Title: Acting City Manager and Interim City Manager

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7:00 PM

5. INVOCATION

Deacon Richard Simpson, St. Anthony's Catholic Church

6. PLEDGE OF ALLEGIANCE

7. PRESENTATIONS

Certificates of Recognition presented to Lion's Heart Group GB2022 for their leadership in contributing to our community

I-10 Corridor Project preview presented by Tim Watkins of San Bernardino County Transportation Authority

8. CITY ATTORNEY

9. ORAL COMMUNICATIONS

This is a time for any citizen to comment on any item listed on the agenda only. Anyone wishing to address the legislative body is requested to submit a speaker card to the City Clerk at or prior to speaking. The speakers are requested to keep their comments to no more than three (3) minutes. Speakers will be given five (5) minutes during public hearings. The use of visual aids will be included in the time limit.

10. COUNCIL COMMUNICATIONS

11. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one roll call vote. There will be no separate discussion of these items unless members of the legislative body request specific items be removed from the Consent Calendar for separate action.

A. APPROVAL OF WARRANT AND PAYROLL REGISTERS MAY 2019

Approve the May Warrant Registers and Direct Disbursements (check numbers 25240-25649) totaling $4,823,309.16 and Payroll Registers totaling $1,214,563.42 (check Numbers 160614-160648 and EFTs 14769-15257). (Staff Person: Londa Bock-Helms)

B. APPROVAL OF MINUTES

Approve the Special Meeting Minutes of June 10, 2019 and the Regular Meeting Minutes of June 10, 2019. (Staff Person: Keri Johnson)

C. ACCEPTANCE OF PUBLIC IMPROVEMENTS FOR PARCEL MAP 19667 by PAMA MANAGEMENT

Accept the public improvements; and approve the release of the Labor and Materials Bonds and the private Faithful Performance Bond posted by PAMA Management for Parcel Map 19667; and reduce the Public Faithful Performance Bond to twenty-five percent (25%) for the guarantee. (Staff Person: Rosemary Hoerning)

D. AMENDMENTS TO THE PROGRAM GUIDELINES FOR THE COMMERCIAL REHABILITATION PROGRAM (CRP) AND THE EMERGENCY REPAIRS PROGRAM (ERP).

Approve a Resolution adopting amended program policies with respect to the Commercial Rehabilitation Program; and approve a Resolution adopting amended program policies with respect to the Emergency Repair Program. (Staff Person: Robert Dalquest)

E. SOLID WASTE COLLECTION, PROCESSING AND DISPOSAL SERVICES

To not initiate the process to commence the solid waste service contract wind down period with Burrtec Waste Industries, Inc. (Staff Person: Rosemary Hoerning)

F. APPOINTMENT OF CLAIMS ADMINISTRATORS FOR THE CITY'S WORKERS' COMPENSATION AND SELF INSURANCE PROGRAMS

Adopt a Resolution approving the amendments to the professional services agreements with Keenan and Associates to provide Workers' Compensation Claims Management Services and for Carl Warren & Company to provide Claims Management Services for the City's Self Insurance Program; and authorize the Acting City Manager to execute all related documents. (Staff Person: Londa Bock-Helms)

G. APPROVE AMENDMENT TO AGREEMENT WITH HDL COMPANIES TO PROVIDE BUSINESS LICENSE COMPLIANCE AND OPERATIONS MANAGEMENT

Approve the first amendment to extend the original agreement with HdL Companies (HdL) to provide the City with a Business License Compliance and Operations Management Program for one additional year. (Staff Person: Londa Bock-Helms)

12. PUBLIC HEARINGS

13. COUNCIL COMMITTEE REPORTS

14. BUSINESS ITEMS

A. ISSUANCE OF SPECIAL TAX BONDS FOR COMMUNITY FACILITIES DISTRICT NO. 2015-1 (SYCAMORE HILLS), IMPROVEMENT AREA NO. 1

Acting as legislative body of Community Facilities District No. 2015-1 (Sycamore Hills) adopt a resolution to authorize the issuance of its Special Tax Bonds, Series 2019 (Improvement Area No. 1), and approving certain documents and taking certain other actions in connection therewith. (Staff Person: Robert Dalquest)

B. MEMORANDUM OF UNDERSTANDING AUTHORIZING COLLABORATION WITH GRID ALTERNATIVES INLAND EMPIRE TO CONDUCT NO COST SOLAR INSTALLATION FOR LOW TO MODERATE INCOME HOMEOWNERS WITHIN CITY LIMITS

Adopt a Resolution establishing a partnership with GRID Alternatives Inland Empire to promote community participation in their no-cost solar photovoltaic system installation program for eligible low- to moderate-income Upland homeowners; and authorize the acting City Manager to execute a Memorandum of Understanding with GRID Alternatives for the purpose of providing no-cost solar systems for all qualifying residents. (Staff Person: Robert Dalquest)

C. PROPOSED ANNUAL BUDGET FOR FISCAL YEAR 2019-20

Review and approve a Resolution adopting the Fiscal Year 2019-20 Annual Budget; or that the City Council adopt a Resolution authorizing a continuing budget Resolution commencing July 1, 2019 to July 31, 2019, pending adoption of the Fiscal Year 2019-20 Budget. (Staff Person: Londa Bock-Helms)

D. PROPOSED FISCAL YEAR 2019-20 ANNUAL APPROPRIATION LIMIT

Approve the calculation of the Fiscal Year 2019-20 Appropriations Limit. (Staff Person: Londa Bock-Helms)

E. PROVIDE DIRECTION FOR USE OF H.E.A.P. (HOMELESS EMERGENCY AID PROGRAM) GRANT FUNDS

Provide direction in regards to the options for using the HEAP funds awarded from San Bernardino County Community Development & Housing Agency Office of Homeless Services. (Staff Person: Doug Story)

15. ORAL COMMUNICATIONS

This is a time for any citizen to comment on any item not listed on the agenda. Anyone wishing to address the legislative body is requested to submit a speaker card to the City Clerk at or prior to speaking. The speakers are requested to keep their comments to no more than three (3) minutes. The use of visual aids will be included in the time limit. Public comments and questions for the purpose of hearing current matters of concern in our community and to provide citizens a method for the public to hear those concerns in an open venue is encouraged. However, under the provisions of the Brown Act, the City Council is prohibited from discussion of items not listed on the agenda, and therefore, the City Council, City Manager, or City Attorney will take communications under advisement for consideration and appropriate response or discussion at a later time.

16. CITY MANAGER

17. ADJOURNMENT

The next regularly scheduled City Council meeting is Monday, July 8, 2019.

NOTE: If you challenge the public hearing(s) or the related environmental determinations in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Upland, at, or prior to, the public hearing.

All Agenda items and back-up materials are available for public review at the Upland Public Library, downstairs reference desk at 450 North Euclid Avenue, the City Clerk's Office at 460

North Euclid Avenue and the City website at www.ci.upland.ca.us, subject to staff's ability to post the documents before the meeting.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office, 931-4120. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.102-35.104 ADA Title II]

POSTING STATEMENT: On June 19, 2019 a true and correct copy of this agenda was posted on the bulletin boards at 450 N. Euclid Avenue (Upland Public Library) and 460 N. Euclid Avenue (Upland City Hall).

MINUTES OF THE SPECIAL MEETING OF THE
UPLAND CITY COUNCIL
JUNE 10, 2019

OPENING The special meeting of the Upland City Council was called to order by Mayor Debbie Stone at 5:00 p.m. in the Council Chamber of the Upland City Hall.

1. ROLL CALL

Present: Mayor Debbie Stone, Council Members Janice Elliott, Ricky Felix, Bill Velto, and Rudy Zuniga

Staff: Acting City Manager Rosemary Hoerning, City Attorney James L. Markman, and City Clerk Keri Johnson

2. ORAL COMMUNICATIONS

Natasha Walton, Upland, spoke in opposition of the sale of Memorial Park land and requested the Council offer San Antonio Regional Hospital a refund of the deposit and cancellation of the purchase and sale agreement.

Larry Abramson, Upland, stated that while the hospital is an important asset to the community parking should have been a consideration during the expansion. He further suggested that the hospital should pay higher than the fair market value for the land to cover improvements to the surrounding infrastructure.

At 5:07 p.m. Mayor Stone announced the City Council would recess to Closed Session.

3. CLOSED SESSION CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6

Agency designated representatives: Legal Counsel Edward Zappia and Acting City Manager Rosemary Hoerning

Employee organizations: Upland Mid-Management Association, Upland City Employees Association, Upland Police Officers Association, and Upland Police Management Association

4. CLOSED SESSION CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of California Government Code Section 54956.9)

Case Name: City of Upland v. All Persons Interested San Bernardino Superior Court Case No. CIVDS 1812143

5. CLOSED SESSION CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (WORKER'S COMP CLAIM)

(Paragraph (1) of subdivision (d) of California Government Code Section 54956.9)

Claimant: Christopher Hilliard
Agency: City of Upland

6. CLOSED SESSION CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant paragraph 2 of subdivision (d) of Section 54956.9: 1 Potential Case

7. CLOSED SESSION PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Government Code Section 54957
Title: City Manager

The City Council reconvened in open session at 6:59 p.m.

City Attorney Markman announced there was nothing to report from Closed Session.

4. ADJOURNMENT

Mayor Stone adjourned the meeting at 6:59 p.m. The next regular meeting of the City Council is Monday, June 24, 2019.

SUBMITTED BY: Keri Johnson, City Clerk

APPROVED: June 24, 2019

MINUTES OF THE REGULAR MEETING OF THE
UPLAND CITY COUNCIL
JUNE 10, 2019

OPENING The regular meeting of the Upland City Council was called to order by Mayor Debbie Stone at 7:00 p.m. in the Council Chamber of the Upland City Hall.

1. ROLL CALL

Present: Mayor Debbie Stone, Council Members Janice Elliott, Ricky Felix, Bill Velto, and Rudy Zuniga

Staff: Acting City Manager Rosemary Hoerning, City Attorney James L. Markman, and City Clerk Keri Johnson

2. ADDITIONS/DELETIONS TO AGENDA None

3. ORAL COMMUNICATIONS None

4. CLOSED SESSION None

5. INVOCATION Cantor Paul Buch, Temple Beth Israel

6. PLEDGE OF ALLEGIANCE Councilmember Zuniga

7. PRESENTATIONS

Officer Quinn Hanley and his K-9 partner, Rudy, presented information on Upland Police Department K-9 fundraising efforts.

Assistant Fire Chief Jeff Birchfield provided a presentation on Water Safety Awareness.

8. CITY ATTORNEY None

9. ORAL COMMUNICATIONS

Lois Sicking Dieter, requested the Council not approve the Resolution amending the City wide policy regarding permitting requirements and development standards for small wireless facilities, and instead direct staff to amend Chapter 17.40 of the Upland Municipal Code.

10. COUNCIL COMMUNICATIONS

Councilmembers announced various activities throughout the community, including providing an update on the meetings they attended.

11. CONSENT CALENDAR

Councilmember Felix removed Consent Calendar Item 11E for separate action. Motion by Councilmember Elliott to approve the remainder of the Consent Calendar, seconded by Councilmember Velto, and carried unanimously.

A. APPROVAL OF MINUTES

Approved the Special Workshop Minutes of May 23, 2019 and Regular Meeting Minutes of May 28, 2019.

B. ANNUAL ADOPTION OF INVESTMENT POLICY

Adopted Resolution No. 6491 approving and adopting the Annual Statement of Investment Policy for Fiscal Year 2019-20.

C. TREASURER'S REPORT APRIL 2019

Received and filed the April 2019 Treasurer's Reports.

D. APPOINTMENT TO CITY COUNCIL ADVISORY COMMITTEE

Ratified the appointment of Hydee Hall to the City Council Advisory Committee, term to expire December 2020.

F. BEVERAGE CONTAINER RECYCLING CITY/COUNTY PAYMENT PROGRAM GRANT

Accepted the Beverage Container Recycling City/County Payment Program Year 2018-19 Grant Award of $19,310 and appropriated the funding.

G. SECOND AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT WITH TKE ENGINEERING, INC.

Authorized an amendment to the professional services agreement with TKE Engineering for an additional amount of $100,000 per year to provide special engineering services, total amount authorized $300,000 per year.

H. SEWER RATE ADJUSTMENTS – STATUS UPDATE

Recognized and affirmed the Sewer Equivalent Dwelling Unit (EDU) Rate Amount of $29.69 per EDU per month (City at $10.10/EDU & IEUA at $19.59/EDU) for FY 2018-19. It is further recommended City Council approve the Sewer Equivalent Dwelling Unit (EDU) Rate Amount of $29.69 per EDU per month (City $9.69/EDU & IEUA $20.00/EDU) for FY 2019-20.

ITEMS REMOVED FOR SEPARATE ACTION

E. APPOINTMENTS AND REAPPOINTMENTS TO CITY BOARDS AND COMMISSIONS

There was discussion regarding the recruitment and appointment process and Council requested that staff actively recruit applicants for the Planning Commission appointments.

Motion by Councilmember Felix to ratify the Mayor's reappointment of Ralph Cavallo and appointment of Lynn Olson to the Library Board, terms to expire June 2022; reappointment of Steve Bierbaum and Mark Bertone to the Personnel Board of Review terms to expire June 2023; and the appointment of Gifty Beets to the Personnel Board of Review as an alternate board member, term to expire in June 2023; further motioned to table the Planning Commission

appointments and have staff recruit applicants, seconded by Councilmember Zuniga, and carried unanimously.

12. PUBLIC HEARINGS

A. ANNUAL WEED ABATEMENT PROGRAM

Weed Abatement Coordinator Bloomfield presented the staff report, which is on file in the City Clerk's office.

Mayor Stone opened the public hearing and hearing no testimony, closed the public hearing.

There was discussion on the notification process, timeline for the abatements, and the fee assessment to property owners.

Motion by Councilmember Zuniga to approve the non-compliance list plus the additional fee of $278.00, per property, pursuant to Resolution No. 6480 approved on January 28, 2019, seconded by Councilmember Felix, and carried unanimously.

13. COUNCIL COMMITTEE REPORTS

A. ECONOMIC DEVELOPMENT COMMITTEE MEETING, JUNE 3, 2019

Councilmember Felix provided a recap of the meeting, which is on file in the City Clerk's Office. This was for information only and no action was required.

14. BUSINESS ITEMS

A. POLICE DEPARTMENT INTERIOR PAINTING

Public Works Operations Manager Smiderle presented the staff report, which is on file in the City Clerk's Office.

There was discussion on the ongoing costs of maintenance for the building, the bid process, and the scope of work to be completed.

Motion by Councilmember Felix to award the Police Department interior painting maintenance project to Quad County Painting, Inc. in the amount of $126,315, seconded by Councilmember Elliott, and carried unanimously.

B. PROFESSIONAL SERVICES AGREEMENT EXTENSION FOR ECONOMIC DEVELOPMENT CONSULTING SERVICES WITH JONES LANG LASALLE BROKERAGE, INC.

Economic Development Coordinator Picazo presented the staff report, which is on file in the City Clerk's Office. He then introduced Erik Westedt and Blake Kaplan of Jones Lang Lasalle Brokerage, Inc. who presented a PowerPoint presentation highlighting past accomplishments.

There was discussion on the need to focus on revitalizing the downtown area and the community's vision for economic development.

Motion by Councilmember Velto to table the one-year extension to the Professional Services Agreement with Jones, Lang, Lasalle Brokerage, Inc. for further discussion, seconded by Councilmember Elliott, and carried unanimously.

C. A RESOLUTION AMENDING THE ADOPTED CITY WIDE POLICY REGARDING PERMITTING REQUIREMENTS AND DEVELOPMENT STANDARDS FOR SMALL WIRELESS FACILITIES

Development Services Director Dalquest presented the staff report, which is on file in the City Clerk's Office.

There was discussion on the restrictions for permitting in residential zones and the timeline required for amendments to Chapter 17.40 of the Upland Municipal Code.

Motion by Councilmember Velto to adopt Resolution No. 6492 amending the City wide policy regarding Permitting Requirements and Development Standards for small wireless facilities adopted under Resolution No. 6489, seconded by Councilmember Felix, and carried unanimously.

15. ORAL COMMUNICATION (items not on the agenda)

Lois Sicking Dieter, questioned whether the workshops for the Memorial Park Grant were being combined with other events or if the events were being used to publicize the workshops. She further requested that the conceptual master plan be made available on the City's website.

Melinda Bowen, Upland, thanked the Upland Police Department for their quick response and thorough follow up after a recent incident in her neighborhood.

Algie Bookshelves, shared community announcements.

Natasha Walton, Upland, questioned whether the workshops for the Memorial Park Grant were being combined with other events or if the events were being used to publicize the workshops.

David Wade, stated that if he had confidence that the City was being managed responsibly then he would have confidence in voting for a sales tax measure.

16. CITY MANAGER

17. ADJOURNMENT

Mayor Stone adjourned the meeting at 8:54 p.m. The next regularly scheduled City Council meeting is Monday, June 24, 2019.

SUBMITTED BY _____
Keri Johnson, City Clerk

APPROVED June 24, 2019

STAFF REPORT

ITEM NO. 11.C.

DATE:	June 24, 2019
TO:	MAYOR AND CITY COUNCIL
FROM:	ROSEMARY HOERNING, ACTING CITY MANAGER
PREPARED BY:	ROSEMARY HOERNING, ACTING CITY MANAGER PONCE YAMBOT, PRINCIPAL ENGINEER
SUBJECT:	ACCEPTANCE OF PUBLIC IMPROVEMENTS FOR PARCEL MAP 19667 by PAMA MANAGEMENT

RECOMMENDED ACTION

It is recommended that the City Council accept the public improvements; and approve the release of the Labor and Materials Bonds and the private Faithful Performance Bond posted by PAMA Management for Parcel Map 19667; and reduce the Public Faithful Performance Bond to twenty-five percent (25%) for the guarantee.

GOAL STATEMENT

The proposed action supports the City's goal to adhere to a review schedule for the processing of development matters in an efficient, professionally responsive, and courteous manner.

BACKGROUND

On February 7, 2017, the City Council approved Tentative Parcel Map 19667 (TPM 19667) and accepted bonds for public and private improvements.

TPM 19667 is a 4.7 acre rectangular parcel of real property located easterly of Mountain Avenue, westerly of Industry Way; bounded by the Pacific Electric Trail on the north, and 9th Street on the south. The proposal was to subdivide said parcel into three smaller parcels where an industrial building will be constructed on each separate lot. The proposed building sizes are 41,369 square feet, 26,470 square feet and 26,470 square feet. These three buildings have been issued occupancy and are currently occupied.

ISSUES/ANALYSIS

In compliance to conditions of approval, the developer for the project, PAMA Management, has completed both public and private improvements.

As requested by the developer, our public works inspector has conducted a final walk of the project site and is recommending release of both private and public improvement bonds. The twenty-five (25%) percent guarantee shall be held for 12 months.

Similarly, it's been verified that there is no claim or lien against the bonds.

FISCAL IMPACTS

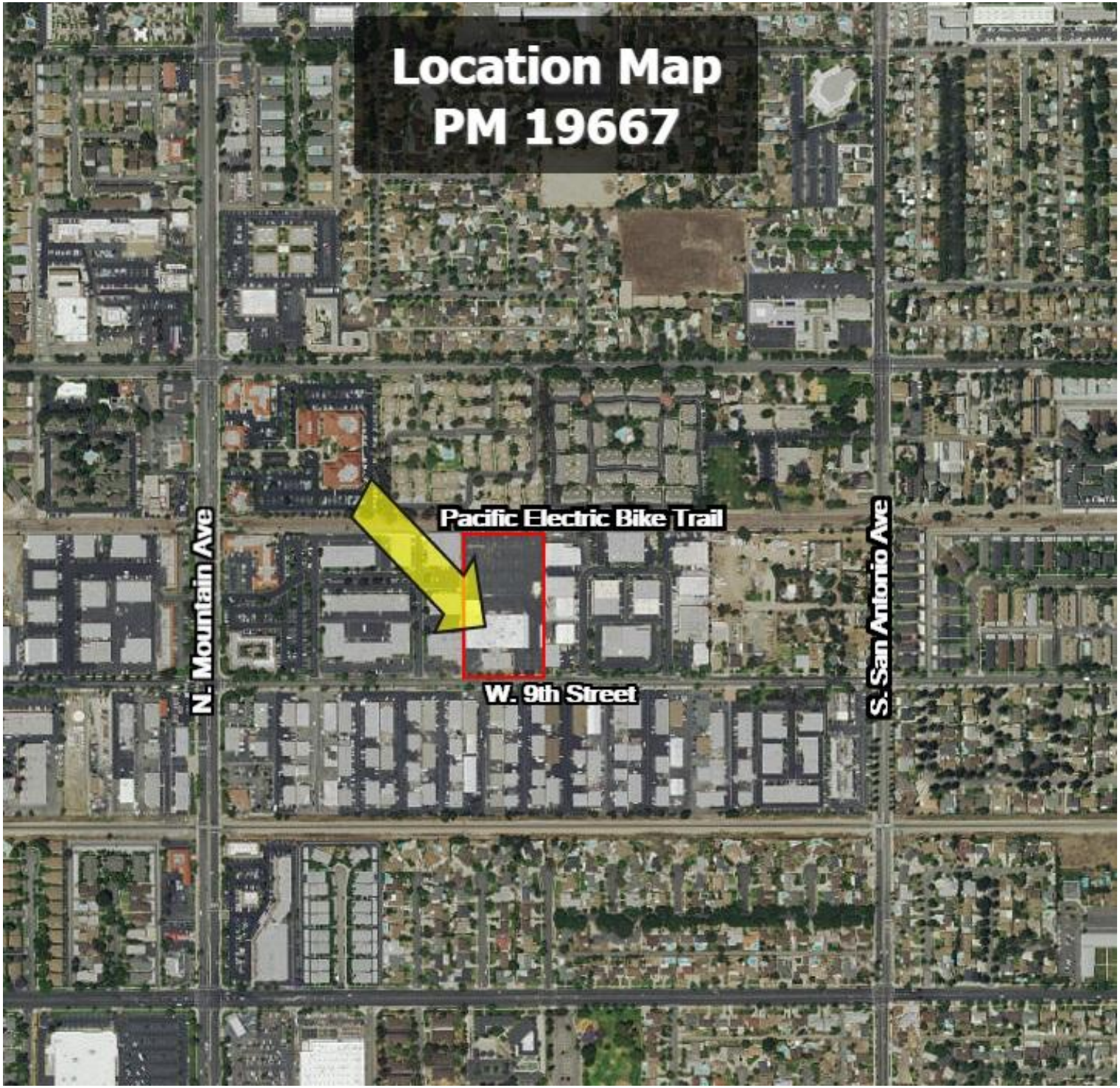
The proposed action has no fiscal impact.

ALTERNATIVES

Provide alternative direction to staff.

ATTACHMENTS:

Location Map
Developers request to release bonds
Subdivision Agreement Public
Public Improvement Bonds
Subdivision Improvement Agreement Private
Private Improvement Bonds


Location Map
PM 19667
Pacific Electric Bike Trail
N. Mountain Ave
W. 9th Street
S. San Antonio Ave

PAMA MANAGEMENT INC.

4900 SANTA ANITA AVE., SUITE 2C
EL MONTE, CA 91731
(626) 575-3070
FAX (626) 575-7817
FAX (626) 575-3084
BRE # 01998265

29 May, 2019

Ponce Yambot
City of Upland
460 N Euclid Ave
Upland, CA 91786

RE: 1027-1047 W 9th St Bond Exoneration for PM 19667

To Whom it May Concern:

This letter authorizes the City of Upland to release and exonerate any and all bonds for Parcel Map 19667

If there are any questions, please email ryan@pamamgt.com or call 626-575-3070 x231

Thank you,

Pama Management

June 12, 2019

Ms. Rosemary Hoerning
Director, Public Works for City of Upland
460 N. Euclid
Upland, California 91786

RE: Property located at 1037 West 9th Street, Upland
Bond numbers: Pama Management Inc. 72BSBH05438 and 72BSBH05436 11/10/18
Request for release of surety-project complete

Please assist us in releasing two surety bonds required by the City of Upland for the commercial project known as Upland Industrial Centre at 1037 West 9th Street, Upland. The project is complete. The Certificate of Occupancy was issued by Upland. No additional requirements were directed to us in the operating period since the certificate of occupancy we issued. We understand that Upland Public Works has six months to advise us of any specific fixes or open items. Since that period has elapsed, we want to terminate the bonds. We have successfully performed the duty the surety bond was meant to insure.
We have been in contact with Development Officer Ponce Yambot who advises he is too busy and is short personnel for several months which is why we are requesting your assistance as Director of Public Works. We respect and appreciate his position but we cannot wait months to exonerate these bonds.

Please contact me with any questions you may have. Thank you for your time.

Ryan Liu

Pama Management Inc.

626-759-3358

Ryan@pamamgt.com

SUBDIVISION AGREEMENT

Parcel Map Number 19667

THIS AGREEMENT is entered into as of this 8th day of November 20 16 by and between Pama Management

(hereinafter referred to as "Subdivider") and the CITY OF UPLAND, a municipal corporation (hereinafter referred to as the "City").

A. Recitals

(i) The City approved a Tentative Parcel Map pursuant to the California Subdivision Map Act as set forth in California Government Code Section 66410 et. seq. ("Map Act") identified as Tentative Parcel Number 19667 in the City of Upland, State of California; and

(ii) Subdivider seeks approval of a Final Map under the Map Act identified as Final Map Number 19667

B. Agreement

It is agreed by and between the parties hereto as follows:

1. In consideration of the City's approval of and filing Tentative Subdivision Parcel Map Number 19667 and Final Parcel Number 19667, Subdivider undertakes and agrees that it will, at Subdivider's sole cost and expense, design, construct and install all the improvements in accordance with the plans, specifications on file with the City, incorporated herein and made a part hereof, and including all conditions of approval required by the Planning Commission and City Council of the City of Upland.

2. Subdivider also undertakes and agrees upon the same consideration to design, construct and install all improvements in accordance with the ordinances and regulations of the City, and to do all other and further acts required of it pursuant to this Agreement.

3. Subdivider agrees in connection therewith to pay or cause to be paid all amounts becoming due to contractors, subcontractors, and persons renting equipment or furnishing labor or materials to the foregoing Final Parcel with respect to such improvements.

4. Subdivider agrees that all such improvements shall be constructed and completed in accordance with the city standards required by the City Engineer. In case of dispute, the good faith judgment of the City Engineer shall be final and binding upon the parties.

5. Subdivider undertakes and agrees that all of the work of improvement shall be completed within three hundred sixty five (365) days from the date of execution of this Agreement.

6. Should Subdivider fail to comply with any of the terms or provisions of this Agreement, Subdivider shall be liable to the City for the reasonable value of any work or improvements not completed or improperly done or performed. In the event of any such failure, the City shall give to Subdivider written notice thereof. Unless the work or improvements covered by said notice, including defective work and improvements, are commenced by Subdivider within fifteen (15) days of the date of said notice and diligently prosecuted to completion, the City may at its option:

a) Collect from Subdivider the reasonable value of the work and improvements not so done and performed by Subdivider, to be measured by the anticipated costs and expenses of completing the same; or

b) The City may complete said work and improvements not so completed by Subdivider and collect its costs and expenses in completing the same; or

c) The City may, as to some of such work and improvements, proceed under remedy (a) above, and as to the remainder, under remedy (b) above.

The City may change any election prior to trial of any lawsuit, and prior thereto no election of remedies shall be binding upon the City. In either event, there shall be included in said "costs and expenses," the reasonable overhead expenses of the City. In addition to the foregoing, Subdivider shall be liable to the City for reasonable attorneys' fees and court costs incurred by the City in enforcing the obligations of Subdivider under this Agreement.

7. All slope banks over three (3) feet in vertical height within said Parcel Map shall be landscaped with landscaping approved by the City Engineer. Sprinklers shall be installed on all slopes over three (3) feet in vertical height along arterial streets and shall be of a type and according to a sprinkler plan approved by the City Engineer, with sprinkler turn-ons at the tops of the slopes, and connected with the remainder of the water systems of the lots of which such slopes are a part.

8. Subdivider shall, at its sole cost and expense, secure and furnish to the City, bonds in a form approved by the City, executed by a corporation authorized to transact surety business within the State of California, for the following amounts and purposes:

(a) A bond in the amount of $ 295,000 guaranteeing full performance of all the terms of this Agreement, see Performance Bond No. 72BSBH05438;

(b) A bond in the amount of $ 148,000 securing payment to the contractor, his subcontractor and to persons renting equipment or furnishing labor or materials to them with respect to said public improvements, see Labor and Materials Bond No. 72BSBH05438;

(c) A cash deposit in the amount of $ 5,600 securing the setting of monuments.

9. Acceptance of any work or improvements by the City shall not constitute an acknowledgment by the City that the same are properly done or performed, except as to any items or matters readily apparent from an inspection thereof. Except as to such matters so readily apparent, Subdivider shall repair any defects which occur in the work of improvements within a one (1) year period thereof following acceptance by the City.

10. As a condition precedent to the acceptance of the improvements hereunder as being complete and prior to the release of any bonds required under paragraph 8, hereof, securing the faithful performance of Subdivider's obligations hereunder, Subdivider shall give a bond with a corporate bonding company or similar instrument, satisfactory to the City in the amount of $ 29,500 as guarantee and warranty of the work for a one (1) year period following the completion and acceptance thereof against any defective work or labor done, or defective materials furnished.

11. Except as to the sole and exclusive negligence of City, its elected officials, officers agents and employees, Subdivider hereby agrees to indemnify, defend and

hold harmless, the City, its elected officials, officers, agents and employees from and against any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, costs, expenses or damages to property or injuries to or death of any person or persons, including attorneys fees and all other claims, whether groundless or not, arising out of or related to the acts, errors or omissions of Subdivider, its officers, agents, employees, consultants, subcontractors or other persons, companies or other entities using roadways/streets of the subdivision, performing labor, transporting and/or supplying material, designing, constructing or installing the improvements contemplated in this Subdivision Agreement. Where the Subdivider divides the project in phases and or allows construction vehicles or construction traffic use the same roadways/streets used by residents of the subdivision causing accidents, the Subdivider shall indemnify the City, its officers, its employees and its agents from any and all liability, claims, damages, or injuries to any person or property arising from the Subdivider's actions or actions of his employees, agents, and contractors.

12. All notices to Subdivider may be sent to 4900 Santa Anita AVE, Suite 2 C
El Monte, California, 91731
or at such other address of which the City shall actually receive notice in writing specifically calling attention to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

BY _____
Everett Miller

BY _____

_____

CITY OF UPLAND, a municipal Corporation

BY _____
Martin Thouvenell, Interim City Manager

ATTEST _____
Jeannette Vagnozzi, City Clerk

ALL PURPOSE ACKNOWLEDGMENT

A notary public officer 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 }SS

County of LOS ANGELES }SS

On NOVEMBER 14, 2016 before me, MICHAEL J. GARCIA, a notary public
(here insert name and title of the officer)

personally appeared, EVERET MILLER

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 is true and correct.

WITNESS my hand and official seal

MICHAEL J. GARCIA
Notary Public - California
Los Angeles County
Commission # 2165181
My Comm. Expires Oct 18, 2020

Signature

(SEAL)

ACKNOWLEDGMENT

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

State of California
County of San Bernardino)

On March 1, 2017 before me, Keri Johnson, Notary Public
(insert name and title of the officer)

personally appeared Martin Thouvenell,
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.

KERI JOHNSON
COMM. #2099400
Notary Public - California
San Bernardino County
My Comm. Expires Feb. 8, 2019

Signature _____ (Seal)

Bond No. 72BSBH05438

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That, PAMA MANAGEMENT, INC. as Principal, and HARTFORD FIRE INSURANCE COMPANY, a corporation organized and existing under the laws of the State of CONNECTICUT, as Surety, are held and firmly bound unto THE CITY OF UPLAND, as Obligee, in the just and aggregate full sum of Dollars ($ 295,107), to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated NOVEMBER 08, 2016 which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall faithfully perform as required by the contract, on his part, and shall fully indemnify and save harmless the Obligee from all cost and damage which the Obligee may suffer by reason of failure so to do and shall fully reimburse and repay the Obligee all outlay and expense which the Obligee may incur in making good any such default, then the obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, however, it shall be a condition precedent to any right of recovery hereunder that, in the event of any default on the part of the Principal, a written statement of the particular facts showing date and nature of such default shall be immediately given by the Obligee to the Surety, and in any event, no later than fifteen (15) days hereafter, and shall be forwarded by registered mail to the Surety at its Branch Office, ONE POINTE DRIVE, 6TH FLOOR, BREA CA 92821

AND PROVIDED FURTHER, that no action, suit or proceeding, except as hereinafter set forth shall be had or maintained against the Surety on this instrument unless the same be brought or instituted and process served upon the Surety within twelve (12) months after termination of this bond.

AND PROVIDED FURTHER, HOWEVER, that this bond covers only a term beginning 11/10/2016 and ending 11/10/2018 regardless of the number of years the aforesaid contract shall cover or be in force, and not withstanding anything in the aforesaid contract to the contrary. Such term may be continued from year to year by the issuance of a continuation certificate executed by the Surety. If such term is so continued, the liability of the Surety for each successive term shall not be cumulative, but rather, the liability of the Surety shall be limited to the penal amount of this bond for the entire period of time which such bond may be in effect pursuant to such continuation certificates. Failure of Principal to post renewal bond(s) shall not constitute a default under the expiring bond.

AND PROVIDED FURTHER, that by acceptance of the bond, THE CITY OF UPLAND, as Obligee, hereby acknowledges the one year term of the bond and the non-cumulative nature of Surety's liability as set forth in the preceding paragraph.

The surety, however, expressly reserves the right to terminate its liability at any time by giving thirty (30) days written notice to the Obligee. It is further understood and agreed that the Surety will provide thirty (30) days notice of renewal prior to the last day of each contract year.

In witness whereof, the said Principal and Surety have signed and sealed this instrument this 10TH day of NOVEMBER, 2016

By: _____

PAMA MANAGEMENT, INC. Principal

By: _____

Surety

Bond No. 72BSBH05438

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That, PAMA MANAGEMENT, INC. as Principal, and HARTFORD FIRE INSURANCE COMPANY, a corporation organized and existing under the laws of the State of CONNECTICUT, as Surety, are held and firmly bound unto CITY OF UPLAND, as Obligee, in the just and aggregate full sum of Dollars ($ 295,107), to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated NOVEMBER 08 2016 which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall faithfully perform as required by the contract and pay all persons who have furnished labor or material for use in or about the improvement and shall fully indemnify and save harmless the Obligee from all cost and damage which the Obligee may suffer by reason of failure so to do and shall fully reimburse and repay the Obligee all outlay and expense which the Obligee may incur in making good any such default, then the obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, however, it shall be a condition precedent to any right of recovery hereunder that, in the event of any default on the part of the Principal, a written statement of the particular facts showing date and nature of such default shall be immediately given by the Obligee to the Surety, and in any event, no later than fifteen (15) days hereafter, and shall be forwarded by registered mail to the Surety at its Branch Office, ONE POINTE DRIVE, 6TH FLOOR, BREA CA 92821.

AND PROVIDED FURTHER, that no action, suit or proceeding, except as hereinafter set forth shall be had or maintained against the Surety on this instrument unless the same be brought or instituted and process served upon the Surety within twelve (12) months after termination of this bond.

AND PROVIDED FURTHER, HOWEVER, that this bond covers only a term beginning 11/10/2016 and ending 11/10/2018 regardless of the number of years the aforesaid contract shall cover or be in force, and not withstanding anything in the aforesaid contract to the contrary. Such term may be continued from year to year by the issuance of a continuation certificate executed by the Surety. If such term is so continued, the liability of the Surety for each successive term shall not be cumulative, but rather, the liability of the Surety shall be limited to the penal amount of this bond for the entire period of time which such bond may be in effect pursuant to such continuation certificates. Failure of Principal to post renewal bond(s) shall not constitute a default under the expiring bond.

AND PROVIDED FURTHER, that by acceptance of the bond, THE CITY OF UPLAND, as Obligee, hereby acknowledges the one year term of the bond and the non-cumulative nature of Surety's liability as set forth in the preceding paragraph.

The surety, however, expressly reserves the right to terminate its liability at any time by giving thirty (30) days written notice to the Obligee. It is further understood and agreed that the Surety will provide thirty (30) days notice of renewal prior to the last day of each contract year.

In witness whereof, the said Principal and Surety have signed and sealed this instrument this 10TH day of NOVEMBER, 2016

By: _____
Principal

PAMA MANAGEMENT, INC.

By: _____
Surety

Some of the Companies names below are not licensed in every state

[X] **Hartford Fire Insurance Company**

[X] **Hartford Casualty Insurance Company**

[ ] **Hartford Accident and Indemnity Company**

[ ] **Hartford Underwriters Insurance Company**

[ ] **Twin City Fire Insurance Company**

[ ] **Hartford Insurance Company of Illinois**

[ ] **Hartford Insurance Company of the Midwest**

[ ] **Hartford Insurance Company of the Southeast**

(Designated Company(ies) delineated above by X in box)

One Hartford Plaza, Hartford, Connecticut 06155

Date: 11/10/2016

From:
Bond Department
So. California (72)

Subject: *Power Of Attorney – Agency Code:* 72-253764

To: EAST WEST INSURANCE SERVICES INC
135 N LOS ROBLES AVE STE 100
PASADENA, CA 91101

POA names as of this date:

Lusin Alabashyan, Debbie Delia, Michael Dow, Ranya Ku of PASADENA, California

---

Unlimited ***Bond Signing Authority***

[X] **A *(Standard)*** *Underwriting Authority*

[ ] **D *(None)*** *Underwriting Authority*

[ ] **E *(Bulk Reporting)*** *Underwriting Authority*

Attached is the following:

[X] **Original power for producing pre-printed powers**
Do not attach a photocopy (Xerox) or a faxed copy to any bond.

The Power of Attorney (POA) form must be sealed prior to being attached to the bond.

Sent under separate cover directly to the Agency:

[ ] _____ **Manually executed power(s)** ***(Wet Powers)*** **to the attention of**

[ ] _____ **Company Seal(s) to the attention of**

Additional comments:

Signed Melissa Bentley

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

Agency Name: EAST WEST INSURANCE SERVICES INC
Agency Code: 72-253764

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast,** a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :
Lusin Alabashyan, Debbie Delia, Michael Dow, Ranya Ku of PASADENA, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Nora M. Stranko
Notary Public
My Commission Expires March 31, 2018

CERTIFICATE

I, the undersigned, Assistant Vice President 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 is still in full force effective as of
Signed and sealed at the City of Hartford.

Kevin Heckman, Assistant Vice President

ACKNOWLEDGMENT

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

State of California
County of Los Angeles)

On November 10, 2016 before me, Jamie A Goodrich
(insert name and title of the officer)

personally appeared Debbie Delia,
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.

JAMIE A. GOODRICH
Notary Public - California
Los Angeles County
Commission # 2151945
My Comm. Expires May 3, 2020

Signature Jamie A Goodrich (Seal)

ALL PURPOSE ACKNOWLEDGMENT

A notary public officer 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 }SS

County of LOS ANGELES }SS

On NOVEMBER 10, 2016 before me, MICHAEL J. GARCIA, a notary public
(here insert name and title of the officer)

personally appeared, EVERET MILLER

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 is true and correct.

WITNESS my hand and official seal

MICHAEL J. GARCIA
Notary Public - California
Los Angeles County
Commission # 2165181
My Comm. Expires Oct 18, 2020

Signature

(SEAL)

Bond No. 72BSBHO5438

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That, PAMA MANAGEMENT, INC. as Principal, and HARTFORD FIRE INSURANCE COMPANY, a corporation organized and existing under the laws of the State of CONNECTICUT, as Surety, are held and firmly bound unto THE CITY OF UPLAND, as Obligee, in the just and aggregate full sum of Dollars ($ 295,107), to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated NOVEMBER 08, 2016 which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall faithfully perform as required by the contract, on his part, and shall fully indemnify and save harmless the Obligee from all cost and damage which the Obligee may suffer by reason of failure so to do and shall fully reimburse and repay the Obligee all outlay and expense which the Obligee may incur in making good any such default, then the obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, however, it shall be a condition precedent to any right of recovery hereunder that, in the event of any default on the part of the Principal, a written statement of the particular facts showing date and nature of such default shall be immediately given by the Obligee to the Surety, and in any event, no later than fifteen (15) days hereafter, and shall be forwarded by registered mail to the Surety at its Branch Office, ONE POINTE DRIVE, 6TH FLOOR, BREA CA 92821

AND PROVIDED FURTHER, that no action, suit or proceeding, except as hereinafter set forth shall be had or maintained against the Surety on this instrument unless the same be brought or instituted and process served upon the Surety within twelve (12) months after termination of this bond.

AND PROVIDED FURTHER, HOWEVER, that this bond covers only a term beginning 11/10/2016 and ending 11/10/2018 regardless of the number of years the aforesaid contract shall cover or be in force, and not withstanding anything in the aforesaid contract to the contrary. Such term may be continued from year to year by the issuance of a continuation certificate executed by the Surety. If such term is so continued, the liability of the Surety for each successive term shall not be cumulative, but rather, the liability of the Surety shall be limited to the penal amount of this bond for the entire period of time which such bond may be in effect pursuant to such continuation certificates. Failure of Principal to post renewal bond(s) shall not constitute a default under the expiring bond.

AND PROVIDED FURTHER, that by acceptance of the bond, THE CITY OF UPLAND, as Obligee, hereby acknowledges the one year term of the bond and the non-cumulative nature of Surety's liability as set forth in the preceding paragraph.

The surety, however, expressly reserves the right to terminate its liability at any time by giving thirty (30) days written notice to the Obligee. It is further understood and agreed that the Surety will provide thirty (30) days notice of renewal prior to the last day of each contract year.

In witness whereof, the said Principal and Surety have signed and sealed this instrument this 10TH day of NOVEMBER, 2016

By: _____

PAMA MANAGEMENT, INC. Principal

By: _____

Surety

Bond No. 72BSBH05438

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That, PAMA MANAGEMENT, INC. as Principal, and HARTFORD FIRE INSURANCE COMPANY, a corporation organized and existing under the laws of the State of CONNECTICUT, as Surety, are held and firmly bound unto CITY OF UPLAND, as Obligee, in the just and aggregate full sum of _____ Dollars ($ 295,107), to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated NOVEMBER 08 2016 which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall faithfully perform as required by the contract and pay all persons who have furnished labor or material for use in or about the improvement and shall fully indemnify and save harmless the Obligee from all cost and damage which the Obligee may suffer by reason of failure so to do and shall fully reimburse and repay the Obligee all outlay and expense which the Obligee may incur in making good any such default, then the obligation shall be null and void, otherwise it shall remain in full force and effect.

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AND PROVIDED FURTHER, that no action, suit or proceeding, except as hereinafter set forth shall be had or maintained against the Surety on this instrument unless the same be brought or instituted and process served upon the Surety within twelve (12) months after termination of this bond.

AND PROVIDED FURTHER, HOWEVER, that this bond covers only a term beginning 11/10/2016 and ending 11/10/2018 regardless of the number of years the aforesaid contract shall cover or be in force, and not withstanding anything in the aforesaid contract to the contrary. Such term may be continued from year to year by the issuance of a continuation certificate executed by the Surety. If such term is so continued, the liability of the Surety for each successive term shall not be cumulative, but rather, the liability of the Surety shall be limited to the penal amount of this bond for the entire period of time which such bond may be in effect pursuant to such continuation certificates. Failure of Principal to post renewal bond(s) shall not constitute a default under the expiring bond.

AND PROVIDED FURTHER, that by acceptance of the bond, THE CITY OF UPLAND, as Obligee, hereby acknowledges the one year term of the bond and the non-cumulative nature of Surety's liability as set forth in the preceding paragraph.

The surety, however, expressly reserves the right to terminate its liability at any time by giving thirty (30) days written notice to the Obligee. It is further understood and agreed that the Surety will provide thirty (30) days notice of renewal prior to the last day of each contract year.

In witness whereof, the said Principal and Surety have signed and sealed this instrument this 10TH day of NOVEMBER, 2016

By: _____
Principal

PAMA MANAGEMENT, INC.

By: _____
Surety

Some of the Companies names below are not licensed in every state

[X] **Hartford Fire Insurance Company**

[X] **Hartford Casualty Insurance Company**

[ ] **Hartford Accident and Indemnity Company**

[ ] **Hartford Underwriters Insurance Company**

[ ] **Twin City Fire Insurance Company**

[ ] **Hartford Insurance Company of Illinois**

[ ] **Hartford Insurance Company of the Midwest**

[ ] **Hartford Insurance Company of the Southeast**

(Designated Company(ies) delineated above by X in box)

One Hartford Plaza, Hartford, Connecticut 06155

Date: 11/10/2016

From:
Bond Department
So. California (72)

Subject: *Power Of Attorney – Agency Code:* 72-253764

To: EAST WEST INSURANCE SERVICES INC
135 N LOS ROBLES AVE STE 100
PASADENA, CA 91101

POA names as of this date:

Lusin Alabashyan, Debbie Delia, Michael Dow, Ranya Ku of PASADENA, California

---

Unlimited ***Bond Signing Authority***

[X] **A *(Standard)*** *Underwriting Authority*

[ ] **D *(None)*** *Underwriting Authority*

[ ] **E *(Bulk Reporting)*** *Underwriting Authority*

Attached is the following:

[X] **Original power for producing pre-printed powers**
Do not attach a photocopy (Xerox) or a faxed copy to any bond.

The Power of Attorney (POA) form must be sealed prior to being attached to the bond.

Sent under separate cover directly to the Agency:

[ ] _____ **Manually executed power(s)** ***(Wet Powers)*** **to the attention of**

[ ] _____ **Company Seal(s) to the attention of**

Additional comments:

Signed Melissa Bentley

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

Agency Name: EAST WEST INSURANCE SERVICES INC
Agency Code: 72-253764

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast,** a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :
Lusin Alabashyan, Debbie Delia, Michael Dow, Ranya Ku of PASADENA, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

NORA M. STRANKO NOTARY PUBLIC

Nora M. Stranko
Notary Public
My Commission Expires March 31, 2018

CERTIFICATE

I, the undersigned, Assistant Vice President 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 is still in full force effective as of
Signed and sealed at the City of Hartford.

Kevin Heckman, Assistant Vice President

POA 2016

ACKNOWLEDGMENT

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

State of California
County of Los Angeles)

On November 10, 2016 before me, Jamie A Goodrich
(insert name and title of the officer)

personally appeared Debbie Delia,
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.

JAMIE A. GOODRICH
Notary Public - California
Los Angeles County
Commission # 2151945
My Comm. Expires May 3, 2020

Signature Jamie A Goodrich (Seal)

ALL PURPOSE ACKNOWLEDGMENT

A notary public officer 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 }SS

County of LOS ANGELES }SS

On NOVEMBER 10, 2016 before me, MICHAEL J. GARCIA, a notary public
(here insert name and title of the officer)
personally appeared, EVERET MILLER

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 is true and correct.

WITNESS my hand and official seal

MICHAEL J. GARCIA
Notary Public - California
Los Angeles County
Commission # 2165181
My Comm. Expires Oct 18, 2020

Signature

(SEAL)

SUBDIVISION AGREEMENT

Parcel Map Number 19667

THIS AGREEMENT is entered into as of this 8th day of November 2016 by and between Pama Management

(hereinafter referred to as "Subdivider") and the CITY OF UPLAND, a municipal corporation (hereinafter referred to as the "City").

A. Recitals

(i) The City approved a Tentative Parcel Map pursuant to the California Subdivision Map Act as set forth in California Government Code Section 66410 et. seq. ("Map Act") identified as Tentative Parcel Number 19667 in the City of Upland, State of California; and

(ii) Subdivider seeks approval of a Final Map under the Map Act identified as Final Map Number 19667

B. Agreement

It is agreed by and between the parties hereto as follows:

1. In consideration of the City's approval of and filing Tentative Subdivision Parcel Map Number 19667 and Final Parcel Number 19667, Subdivider undertakes and agrees that it will, at Subdivider's sole cost and expense, design, construct and install all the improvements in accordance with the plans, specifications on file with the City, incorporated herein and made a part hereof, and including all conditions of approval required by the Planning Commission and City Council of the City of Upland.

2. Subdivider also undertakes and agrees upon the same consideration to design, construct and install all improvements in accordance with the ordinances and regulations of the City, and to do all other and further acts required of it pursuant to this Agreement.

3. Subdivider agrees in connection therewith to pay or cause to be paid all amounts becoming due to contractors, subcontractors, and persons renting equipment or furnishing labor or materials to the foregoing Final Parcel with respect to such improvements.

4. Subdivider agrees that all such improvements shall be constructed and completed in accordance with the city standards required by the City Engineer. In case of dispute, the good faith judgment of the City Engineer shall be final and binding upon the parties.

5. Subdivider undertakes and agrees that all of the work of improvement shall be completed within three hundred sixty five (365) days from the date of execution of this Agreement.

6. Should Subdivider fail to comply with any of the terms or provisions of this Agreement, Subdivider shall be liable to the City for the reasonable value of any work or improvements not completed or improperly done or performed. In the event of any such failure, the City shall give to Subdivider written notice thereof. Unless the work or improvements covered by said notice, including defective work and improvements, are commenced by Subdivider within fifteen (15) days of the date of said notice and diligently prosecuted to completion, the City may at its option:

a) Collect from Subdivider the reasonable value of the work and improvements not so done and performed by Subdivider, to be measured by the anticipated costs and expenses of completing the same; or

b) The City may complete said work and improvements not so completed by Subdivider and collect its costs and expenses in completing the same; or

c) The City may, as to some of such work and improvements, proceed under remedy (a) above, and as to the remainder, under remedy (b) above.

The City may change any election prior to trial of any lawsuit, and prior thereto no election of remedies shall be binding upon the City. In either event, there shall be included in said "costs and expenses," the reasonable overhead expenses of the City. In addition to the foregoing, Subdivider shall be liable to the City for reasonable attorneys' fees and court costs incurred by the City in enforcing the obligations of Subdivider under this Agreement.

7. All slope banks over three (3) feet in vertical height within said Parcel Map shall be landscaped with landscaping approved by the City Engineer. Sprinklers shall be installed on all slopes over three (3) feet in vertical height along arterial streets and shall be of a type and according to a sprinkler plan approved by the City Engineer, with sprinkler turn-ons at the tops of the slopes, and connected with the remainder of the water systems of the lots of which such slopes are a part.

8. Subdivider shall, at its sole cost and expense, secure and furnish to the City, bonds in a form approved by the City, executed by a corporation authorized to transact surety business within the State of California, for the following amounts and purposes:

(a) A bond in the amount of $ 130,000 guaranteeing full performance of all the terms of this Agreement, see Performance Bond No._____;

(b) A bond in the amount of $ 65,000 securing payment to the contractor, his subcontractor and to persons renting equipment or furnishing labor or materials to them with respect to said public improvements, see Labor and Materials Bond No. 72BSBHO5436;

(c) A cash deposit in the amount of $_____ securing the setting of monuments.

9. Acceptance of any work or improvements by the City shall not constitute an acknowledgment by the City that the same are properly done or performed, except as to any items or matters readily apparent from an inspection thereof. Except as to such matters so readily apparent, Subdivider shall repair any defects which occur in the work of improvements within a one (1) year period thereof following acceptance by the City.

10. As a condition precedent to the acceptance of the improvements hereunder as being complete and prior to the release of any bonds required under paragraph 8, hereof, securing the faithful performance of Subdivider's obligations hereunder, Subdivider shall give a bond with a corporate bonding company or similar instrument, satisfactory to the City in the amount of $ 13,000 as guarantee and warranty of the work for a one (1) year period following the completion and acceptance thereof against any defective work or labor done, or defective materials furnished.

11. Except as to the sole and exclusive negligence of City, its elected officials, officers agents and employees, Subdivider hereby agrees to indemnify, defend and

hold harmless, the City, its elected officials, officers, agents and employees from and against any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, costs, expenses or damages to property or injuries to or death of any person or persons, including attorneys fees and all other claims, whether groundless or not, arising out of or related to the acts, errors or omissions of Subdivider, its officers, agents, employees, consultants, subcontractors or other persons, companies or other entities using roadways/streets of the subdivision, performing labor, transporting and/or supplying material, designing, constructing or installing the improvements contemplated in this Subdivision Agreement. Where the Subdivider divides the project in phases and or allows construction vehicles or construction traffic use the same roadways/streets used by residents of the subdivision causing accidents, the Subdivider shall indemnify the City, its officers, its employees and its agents from any and all liability, claims, damages, or injuries to any person or property arising from the Subdivider's actions or actions of his employees, agents, and contractors.

12. All notices to Subdivider may be sent to _____
4900 Santa Anita Ave. Suite 2C
El Monte, California, 91731
or at such other address of which the City shall actually receive notice in writing specifically calling attention to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

BY _____

_____

BY _____

_____

CITY OF UPLAND, a municipal Corporation

BY _____
Martin Thouvenell, Interim City Manager

ATTEST _____
Jeannette Vagnozzi, City Clerk

ALL PURPOSE ACKNOWLEDGMENT

A notary public officer 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 }SS

County of Los ANGELES }SS

On JANUARY 30, 2017 before me, CHRISTOPHER E. DUMAYAS, a notary public
(here insert name and title of the officer)

personally appeared, EVERET MILLER

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 is true and correct.

WITNESS my hand and official seal

Signature

CHRISTOPHER E. DUMAYAS
Notary Public - California
Los Angeles County
Commission # 2163617
My Comm. Expires Sep 13, 2020

CHRISTOPHER E. DUMAYAS
Notary Public - California
Los Angeles County
Commission # 2163617
My Comm. Expires Sep 13, 2020

(SEAL)

ACKNOWLEDGMENT

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

State of California
County of San Bernardino)

On March 1, 2017 before me, Keri Johnson, Notary Public
(insert name and title of the officer)

personally appeared Martin Thouvenell,
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.

KERI JOHNSON
COMM. #2099400
Notary Public - California
San Bernardino County
My Comm. Expires Feb. 8, 2019

Signature _____ (Seal)

Bond No. 72BSBH05436

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That, PAMA MANAGEMENT, INC. as Principal, and HARTFORD FIRE INSURANCE COMPANY, a corporation organized and existing under the laws of the State of CONNECTICUT, as Surety, are held and firmly bound unto THE CITY OF UPLAND, as Obligee, in the just and aggregate full sum of Dollars ($ 130,380), to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated NOVEMBER 08 2016 which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall faithfully perform as required by the contract, on his part, and shall fully indemnify and save harmless the Obligee from all cost and damage which the Obligee may suffer by reason of failure so to do and shall fully reimburse and repay the Obligee all outlay and expense which the Obligee may incur in making good any such default, then the obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, however, it shall be a condition precedent to any right of recovery hereunder that, in the event of any default on the part of the Principal, a written statement of the particular facts showing date and nature of such default shall be immediately given by the Obligee to the Surety, and in any event, no later than fifteen (15) days hereafter, and shall be forwarded by registered mail to the Surety at its Branch Office, ONE POINTE DRIVE, 6TH FLOOR, BREA CA 92821

AND PROVIDED FURTHER, that no action, suit or proceeding, except as hereinafter set forth shall be had or maintained against the Surety on this instrument unless the same be brought or instituted and process served upon the Surety within twelve (12) months after termination of this bond.

AND PROVIDED FURTHER, HOWEVER, that this bond covers only a term beginning 11/10/2016 and ending 11/10/2018 regardless of the number of years the aforesaid contract shall cover or be in force, and not withstanding anything in the aforesaid contract to the contrary. Such term may be continued from year to year by the issuance of a continuation certificate executed by the Surety. If such term is so continued, the liability of the Surety for each successive term shall not be cumulative, but rather, the liability of the Surety shall be limited to the penal amount of this bond for the entire period of time which such bond may be in effect pursuant to such continuation certificates. Failure of Principal to post renewal bond(s) shall not constitute a default under the expiring bond.

AND PROVIDED FURTHER, that by acceptance of the bond, THE CITY OF UPLAND, as Obligee, hereby acknowledges the one year term of the bond and the non-cumulative nature of Surety's liability as set forth in the preceding paragraph.

The surety, however, expressly reserves the right to terminate its liability at any time by giving thirty (30) days written notice to the Obligee. It is further understood and agreed that the Surety will provide thirty (30) days notice of renewal prior to the last day of each contract year.

In witness whereof, the said Principal and Surety have signed and sealed this instrument this 10TH day of NOVEMBER, 2016

By: _____

PAMA MANAGEMENT, INC. Principal

By: _____

Surety

Bond No. 72BSBH05436

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That, PAMA MANAGEMENT, INC. as Principal, and HARTFORD FIRE INSURANCE COMPANY, a corporation organized and existing under the laws of the State of CONNECTICUT, as Surety, are held and firmly bound unto CITY OF UPLAND, as Obligee, in the just and aggregate full sum of _____ Dollars ($ 130,380), to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated NOVEMBER 08 2016 which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall faithfully perform as required by the contract and pay all persons who have furnished labor or material for use in or about the improvement and shall fully indemnify and save harmless the Obligee from all cost and damage which the Obligee may suffer by reason of failure so to do and shall fully reimburse and repay the Obligee all outlay and expense which the Obligee may incur in making good any such default, then the obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, however, it shall be a condition precedent to any right of recovery hereunder that, in the event of any default on the part of the Principal, a written statement of the particular facts showing date and nature of such default shall be immediately given by the Obligee to the Surety, and in any event, no later than fifteen (15) days hereafter, and shall be forwarded by registered mail to the Surety at its Branch Office, ONE POINTE DRIVE, 6TH FLOOR, BREA CA 92821.

AND PROVIDED FURTHER, that no action, suit or proceeding, except as hereinafter set forth shall be had or maintained against the Surety on this instrument unless the same be brought or instituted and process served upon the Surety within twelve (12) months after termination of this bond.

AND PROVIDED FURTHER, HOWEVER, that this bond covers only a term beginning 11/10/2016 and ending 11/10/2018 regardless of the number of years the aforesaid contract shall cover or be in force, and not withstanding anything in the aforesaid contract to the contrary. Such term may be continued from year to year by the issuance of a continuation certificate executed by the Surety. If such term is so continued, the liability of the Surety for each successive term shall not be cumulative, but rather, the liability of the Surety shall be limited to the penal amount of this bond for the entire period of time which such bond may be in effect pursuant to such continuation certificates. Failure of Principal to post renewal bond(s) shall not constitute a default under the expiring bond.

AND PROVIDED FURTHER, that by acceptance of the bond, THE CITY OF UPLAND, as Obligee, hereby acknowledges the one year term of the bond and the non-cumulative nature of Surety's liability as set forth in the preceding paragraph.

The surety, however, expressly reserves the right to terminate its liability at any time by giving thirty (30) days written notice to the Obligee. It is further understood and agreed that the Surety will provide thirty (30) days notice of renewal prior to the last day of each contract year.

In witness whereof, the said Principal and Surety have signed and sealed this instrument this 10TH day of NOVEMBER, 2016

By: _____
Principal

PAMA MANAGEMENT, INC.

By: _____
Surety

Some of the Companies names below are not licensed in every state

[X] **Hartford Fire Insurance Company**

[X] **Hartford Casualty Insurance Company**

[ ] **Hartford Accident and Indemnity Company**

[ ] **Hartford Underwriters Insurance Company**

[ ] **Twin City Fire Insurance Company**

[ ] **Hartford Insurance Company of Illinois**

[ ] **Hartford Insurance Company of the Midwest**

[ ] **Hartford Insurance Company of the Southeast**

(Designated Company(ies) delineated above by X in box)

One Hartford Plaza, Hartford, Connecticut 06155

Date: 11/10/2016

From:
Bond Department
So. California (72)

Subject: *Power Of Attorney – Agency Code:* 72-253764

To: EAST WEST INSURANCE SERVICES INC
135 N LOS ROBLES AVE STE 100
PASADENA, CA 91101

POA names as of this date:

Lusin Alabashyan, Debbie Delia, Michael Dow, Ranya Ku of PASADENA, California

---

Unlimited ***Bond Signing Authority***

[X] **A *(Standard)*** *Underwriting Authority*

[ ] **D *(None)*** *Underwriting Authority*

[ ] **E *(Bulk Reporting)*** *Underwriting Authority*

Attached is the following:

[X] **Original power for producing pre-printed powers**
Do not attach a photocopy (Xerox) or a faxed copy to any bond.

The Power of Attorney (POA) form must be sealed prior to being attached to the bond.

Sent under separate cover directly to the Agency:

[ ] _____ **Manually executed power(s)** ***(Wet Powers)*** **to the attention of**

[ ] _____ **Company Seal(s) to the attention of**

Additional comments:

Signed Melissa Bentley

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

Agency Name: EAST WEST INSURANCE SERVICES INC
Agency Code: 72-253764

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast,** a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :
Lusin Alabashyan, Debbie Delia, Michael Dow, Ranya Ku of PASADENA, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

CERTIFICATE

Nora M. Stranko
Notary Public
My Commission Expires March 31, 2018

I, the undersigned, Assistant Vice President 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 is still in full force effective as of
Signed and sealed at the City of Hartford.

Kevin Heckman, Assistant Vice President

ACKNOWLEDGMENT

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

State of California
County of Los Angeles)

On November 10, 2016 before me, Jamie A Goodrich
(insert name and title of the officer)

personally appeared Debbie Delia,
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.

JAMIE A. GOODRICH
Notary Public - California
Los Angeles County
Commission # 2151945
My Comm. Expires May 3, 2020

Signature Jamie A Goodrich (Seal)

ALL PURPOSE ACKNOWLEDGMENT

A notary public officer 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 }SS

County of LOS ANGELES }SS

On NOVEMBER 10, 2016 before me, MICHAEL J GARCIA, a notary public
(here insert name and title of the officer)

personally appeared, EVERET MILLER

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 is true and correct.

WITNESS my hand and official seal

MICHAEL J. GARCIA
Notary Public - California
Los Angeles County
Commission # 2165181
My Comm. Expires Oct 18, 2020

Signature

(SEAL)

Bond No. 72BSBH05436

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That, PAMA MANAGEMENT, INC. as Principal, and HARTFORD FIRE INSURANCE COMPANY, a corporation organized and existing under the laws of the State of CONNECTICUT, as Surety, are held and firmly bound unto THE CITY OF UPLAND, as Obligee, in the just and aggregate full sum of Dollars ($ 130,380), to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated NOVEMBER 08 2016 which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall faithfully perform as required by the contract, on his part, and shall fully indemnify and save harmless the Obligee from all cost and damage which the Obligee may suffer by reason of failure so to do and shall fully reimburse and repay the Obligee all outlay and expense which the Obligee may incur in making good any such default, then the obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, however, it shall be a condition precedent to any right of recovery hereunder that, in the event of any default on the part of the Principal, a written statement of the particular facts showing date and nature of such default shall be immediately given by the Obligee to the Surety, and in any event, no later than fifteen (15) days hereafter, and shall be forwarded by registered mail to the Surety at its Branch Office, ONE POINTE DRIVE, 6TH FLOOR, BREA CA 92821

AND PROVIDED FURTHER, that no action, suit or proceeding, except as hereinafter set forth shall be had or maintained against the Surety on this instrument unless the same be brought or instituted and process served upon the Surety within twelve (12) months after termination of this bond.

AND PROVIDED FURTHER, HOWEVER, that this bond covers only a term beginning 11/10/2016 and ending 11/10/2018 regardless of the number of years the aforesaid contract shall cover or be in force, and not withstanding anything in the aforesaid contract to the contrary. Such term may be continued from year to year by the issuance of a continuation certificate executed by the Surety. If such term is so continued, the liability of the Surety for each successive term shall not be cumulative, but rather, the liability of the Surety shall be limited to the penal amount of this bond for the entire period of time which such bond may be in effect pursuant to such continuation certificates. Failure of Principal to post renewal bond(s) shall not constitute a default under the expiring bond.

AND PROVIDED FURTHER, that by acceptance of the bond, THE CITY OF UPLAND, as Obligee, hereby acknowledges the one year term of the bond and the non-cumulative nature of Surety's liability as set forth in the preceding paragraph.

The surety, however, expressly reserves the right to terminate its liability at any time by giving thirty (30) days written notice to the Obligee. It is further understood and agreed that the Surety will provide thirty (30) days notice of renewal prior to the last day of each contract year.

In witness whereof, the said Principal and Surety have signed and sealed this instrument this 10TH day of NOVEMBER, 2016

By: _____

PAMA MANAGEMENT, INC. Principal

By: _____

Surety

Bond No. 72BSBH05436

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That, PAMA MANAGEMENT, INC. as Principal, and HARTFORD FIRE INSURANCE COMPANY, a corporation organized and existing under the laws of the State of CONNECTICUT, as Surety, are held and firmly bound unto CITY OF UPLAND, as Obligee, in the just and aggregate full sum of Dollars ($ 130,380), to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

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NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall faithfully perform as required by the contract and pay all persons who have furnished labor or material for use in or about the improvement and shall fully indemnify and save harmless the Obligee from all cost and damage which the Obligee may suffer by reason of failure so to do and shall fully reimburse and repay the Obligee all outlay and expense which the Obligee may incur in making good any such default, then the obligation shall be null and void, otherwise it shall remain in full force and effect.

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AND PROVIDED FURTHER, that no action, suit or proceeding, except as hereinafter set forth shall be had or maintained against the Surety on this instrument unless the same be brought or instituted and process served upon the Surety within twelve (12) months after termination of this bond.

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The surety, however, expressly reserves the right to terminate its liability at any time by giving thirty (30) days written notice to the Obligee. It is further understood and agreed that the Surety will provide thirty (30) days notice of renewal prior to the last day of each contract year.

In witness whereof, the said Principal and Surety have signed and sealed this instrument this 10TH day of NOVEMBER, 2016

By: _____
Principal

PAMA MANAGEMENT, INC.

By: _____
Surety

Some of the Companies names below are not licensed in every state

- [X] **Hartford Fire Insurance Company**
- [X] **Hartford Casualty Insurance Company**
- [ ] **Hartford Accident and Indemnity Company**
- [ ] **Hartford Underwriters Insurance Company**
- [ ] **Twin City Fire Insurance Company**
- [ ] **Hartford Insurance Company of Illinois**
- [ ] **Hartford Insurance Company of the Midwest**
- [ ] **Hartford Insurance Company of the Southeast**

(Designated Company(ies) delineated above by X in box)

One Hartford Plaza, Hartford, Connecticut 06155

Date: 11/10/2016

From:
Bond Department
So. California (72)

Subject: *Power Of Attorney – Agency Code:* 72-253764

To: EAST WEST INSURANCE SERVICES INC
135 N LOS ROBLES AVE STE 100
PASADENA, CA 91101

POA names as of this date:

Lusin Alabashyan, Debbie Delia, Michael Dow, Ranya Ku of PASADENA, California

---

Unlimited ***Bond Signing Authority***

- [X] **A *(Standard)*** *Underwriting Authority*
- [ ] **D *(None)*** *Underwriting Authority*
- [ ] **E *(Bulk Reporting)*** *Underwriting Authority*

Attached is the following:

- [X] **Original power for producing pre-printed powers**
  Do not attach a photocopy (Xerox) or a faxed copy to any bond.

The Power of Attorney (POA) form must be sealed prior to being attached to the bond.

Sent under separate cover directly to the Agency:

- [ ] _____ **Manually executed power(s)** ***(Wet Powers)*** **to the attention of**
- [ ] _____ **Company Seal(s) to the attention of**

Additional comments:

Signed Melissa Bentley

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

Agency Name: EAST WEST INSURANCE SERVICES INC
Agency Code: 72-253764

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast,** a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :
Lusin Alabashyan, Debbie Delia, Michael Dow, Ranya Ku of PASADENA, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

NORA M. STRANKO NOTARY PUBLIC CONNECTICUT

Nora M. Stranko
Notary Public
My Commission Expires March 31, 2018

CERTIFICATE

I, the undersigned, Assistant Vice President 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 is still in full force effective as of
Signed and sealed at the City of Hartford.

Kevin Heckman, Assistant Vice President

ACKNOWLEDGMENT

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

State of California
County of Los Angeles)

On November 10, 2016 before me, Jamie A Goodrich
(insert name and title of the officer)

personally appeared Debbie Delia,
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.

JAMIE A. GOODRICH
Notary Public - California
Los Angeles County
Commission # 2151945
My Comm. Expires May 3, 2020

Signature Jamie A Goodrich (Seal)

ALL PURPOSE ACKNOWLEDGMENT

A notary public officer 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 }SS

County of LOS ANGELES }SS

On NOVEMBER 10, 2016 before me, MICHAEL J GARCIA, a notary public
(here insert name and title of the officer)

personally appeared, EVERET MILLER

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 is true and correct.

WITNESS my hand and official seal

MICHAEL J. GARCIA
Notary Public - California
Los Angeles County
Commission # 2165181
My Comm. Expires Oct 18, 2020

Signature

(SEAL)

STAFF REPORT

ITEM NO. 11.D.

DATE:	June 24, 2019
TO:	MAYOR AND CITY COUNCIL
FROM:	ROSEMARY HOERNING, ACTING CITY MANAGER
PREPARED BY:	ROBERT D. DALQUEST, DEVELOPMENT SERVICES DIRECTOR GIOVANNI ARELLANO, CONTRACT REHABILITATION PROGRAMS ADMINISTRATOR
SUBJECT:	AMENDMENTS TO THE PROGRAM GUIDELINES FOR THE COMMERCIAL REHABILITATION PROGRAM (CRP) AND THE EMERGENCY REPAIRS PROGRAM (ERP).

RECOMMENDED ACTION

It is recommended that the City Council approve a Resolution adopting amended program policies with respect to the Commercial Rehabilitation Program; and approve a Resolution adopting amended program policies with respect to the Emergency Repair Program.

GOAL STATEMENT

The proposed action supports the City's goals and objectives to eliminate blight and implement and further economic development activities in Downtown Upland and implement housing programs that increase and preserve decent and affordable housing for low to moderate income homeowners citywide.

BACKGROUND

Commercial Rehabilitation Program (CRP**)** - In FY 2015-16, the City Council funded the CRP with Community Development Block Grant Funds (CDBG) to be focused directly in downtown Upland. The goal of the CRP is to eliminate blight, and promote and implement actions that encourage economic revitalization and investment in the Downtown. To maximize program benefits, the CRP was designed in redevelopment fashion; whereas, a community need is identified, a project area is created based on said need, and community resources are targeted within the project area to address and correct the identified community need. By concentrating resources (i.e. CDBG funds) in a project area (Downtown Upland) the impact of improvements made by the CRP are substantially realized.

Eligible CRP participants must be the business owner and/or the building owner and both are required to sign a five year maintenance covenant recorded against the property agreeing to maintain the property free of blight for the five year term. Additionally, the property must be located within the boundaries of the Downtown project area:

CRP Project Area: from Arrow Highway to the North; 3rd Avenue to the East, A Street to the South and the eastside of Euclid Avenue to the West

Lastly, the business must be a legally conforming business and meet business licensing and zoning requirements as specified in the Historical Downtown Upland Specific Plan. The applicant must also be willing to cooperate with the City to determine and make aesthetically pleasing façade improvements, that eliminate blight, preserve historical character, and promote economic vitality for the business. Only exterior façade improvements can be funded with CRP funds.

Emergency Repair Program (ERP**)** - The City has administered various affordable housing assistance programs for nearly thirty years. The ERP is designed to assist income-eligible, lower-income homeowners, make needed repairs to their homes while preserving decent, safe, and sanitary affordable housing in the City. Since ERP participants are typically seniors, single-parent households, and/or blue collar working families on fixed incomes or earning a substandard living wage, they bare a disproportionate and financial burden when it comes to making needed housing repairs. Many households in this income strata cannot afford to make major housing repairs due to inadequate access to financing or lack of personal savings. In turn, their only option is to defer maintenance which inevitably leads to further damage to the housing unit and other more costly repairs in the future. Unfortunately, deferred maintenance ultimately leads to neighborhood decay. Neighborhood decay negatively affects local housing prices, increases crime rates, and diminishes the overall quality of life in the neighborhood.

Eligible ERP participants must be the owner occupant of the housing unit, the household cannot exceed 80% of the Area Median Income (AMI) for family size. Repairs can include but are not limited to such items as structural repairs, weatherproofing, reroofs, energy efficiency repairs, windows, doors, plumbing, electrical, health and safety, corrections of municipal/building code violations, and any other housing repairs deemed exigent or necessary to address the housing quality standards of the program.

ISSUES/ANALYSIS

The City Council has requested staff to change the awarding process of CRP and ERP grants and become the "acting body" for final grant funding approval, transferring said duty from the current Grant Review Committee comprised of the City Manager, Development Services Director and Finance Officer, or their respective designees. However, the Grant Review Committee will continue to function as a screening committee tasked with recommending CRP and ERP applicants to the acting body for final approval.

Highlighted for your ease in review, the changes requested by City Council to the program guidelines (Exhibit A and B) of each respective program (CRP and ERP) have been made. Please note, the program guidelines also include ministerial clean-up text required to provide clarity relative to scope of work and change order requirements.

FISCAL IMPACTS

The City currently uses federal CDBG funds to fund both programs and their continued appropriation is contingent on the federal budget approving future CDBG entitlement grants as part of the federal budget. Should CDBG funds be eliminated or reduced at the federal level, these programs will be adversely affected.

The General Fund has never been used to pay for rehabilitation activities under these programs.

ALTERNATIVES

Provide alternative direction to staff.

ATTACHMENTS:

Resolution CRP
CRP Program Guidelines
Resolution ERP
ERP Program Guidelines

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UPLAND ADOPTING AMENDED PROGRAM POLICIES WITH RESPECT TO THE CITY'S COMMERCIAL REHABILITATION PROGRAM

Intent of the Parties and Findings

(i) The City currently administers the Commercial Rehabilitation Program (Program); and

(ii) The Program is funded with federal Community Development Block Grant (CDBG) Funds; and

(iii) City Council has requested to be the Acting Body for grant approval; and

(iv) The applicable adjustment to the grant approval process is included within the amended Program Policies, as depicted on Attachment "A" and further explained in the accompanying staff report.

NOW, THEREFORE, the City Council hereby finds, determines and resolves as follows:

SECTION 1**:** The facts set forth above in this Resolution are true and correct.

SECTION 2: The amended Program Policy with respect to the Commercial Rehabilitation Program, as described on Attachment "A", is approved.

SECTION 3: This Resolution shall take effect upon the date of its adoption.

SECTION 4: Certification. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED and ADOPTED this 24th day of June, 2109.

_____
Debbie Stone, Mayor

I, Keri Johnson, City Clerk of the City of Upland, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 24th day of June, 2019, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

ATTEST: _____
Keri Johnson, City Clerk

CITY OF UPLAND

Community Development Block Grant

COMMERCIAL REHABILITATION PROGRAM - HISTORIC DOWNTOWN REVITALIZATION

PROGRAM GUIDELINES

October 2015 (rev. 6/24/19)

SECTION I – PROGRAM OVERVIEW

A. Purpose, Goal and Objective of Program

The purpose of the Commercial Rehabilitation Program's Historic Downtown Revitalization Program (HDRP/Program) is to provide financial assistance to property owners and/or tenants for the renovation of commercial façade buildings and structures within the City of Upland's historical downtown project area. The HDRP will fund conditional grants (Grants) to eligible properties.

The goal of the HRRP is to eliminate slum and blight and facilitate commercial revitalization; stimulate private investment; to preserve and beautify historical commercial corridors; to upgrade the physical image of the City; and to generate shopping, tourism, and a pleasant walking environment by improving the visual aesthetics with enhancements in design, building façades, color schemes, and signage through the use of federal Community Development Block Grant (CDBG) funds. Ultimately, the objective is to revitalize the City's downtown commercial building stock by providing grants to downtown commercial property owners and/or tenants to perform City approved façade improvements, correct certain Americans with Disability Act (ADA) and/or code violations in their commercial buildings, as determined by the City.

B. Source of Funds and Relationship with Grantor

Funds for this Program are derived from the City's allocation of federal Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds. These funds are designed to meet community development needs in the removal of blight, particularly in low- and moderate- income areas or blight designated areas.

As a disbursing agent for these funds, the City is responsible for the provision of administrative services for HDRP activities. The City is responsible for marketing the HDRP, processing and packaging all rehabilitation assistance it provides under the Program, performing on-site inspections, design consultation and acting as a quality control agent relative to Program activity. The City is obligated to fulfill the terms and conditions by established HUD regulatory requirements, policies and procedures, and federal, state, and local rules and regulations. In the event that HUD requirements conflict with State and local requirements, the HUD requirements shall prevail.

C. Available Assistance

Assistance shall be available to Program applicants in the form of a Grant. The City's Housing Division (HD) will review each application to assure HDRP eligibility, and that the rehabilitation work proposed will accomplish the Program goals.

1. Conditional Grant: Grants shall be available to all properties which meet the eligibility requirements. As determined by the HD, grants shall be provided up to a maximum $30,000.00 per building storefront façade that faces onto a public right-of-way and up to a maximum of $15,000.00 in additional funding granted for asbestos or lead based paint hazards totaling up to $45,000.00. The same maximum grant amount shall apply to a building facade that does not directly face a public right-of-way but is the primary façade of the structure which contains the entry(s).

D. Maximum Program Assistance

The maximum HDRP Grant is $30,000.00 and up to a maximum of $15,000.00 in additional funding granted for asbestos or lead based paint hazards totaling up to $45,000.00 for eligible projects, as long as funding is available.

All HDRP assistance is subject to eligibility and funding availability.

E. Grant Participation Agreement

A Grant Participation Agreement (Agreement) shall be executed for all Program applicant(s) that will include: the requirements for HDRP funding, all applicable CDBG requirements and specify the applicable Participation Period. The Participation Period shall be based on the following schedule:

Program Funding Amount	Participation Period
Up to $30,000.00	Five (5) years
Note: Up to $15,000.00 in additional funding may be granted for asbestos or lead based paint hazards	

During the Participation Period, the Program applicant must comply with all Program conditions, inclusive of:

1. Active Business Operations
2. Current Business License
3. Property Maintenance Requirements
4. Sign the Grant Participation Agreement

F. Grant Terms

As a condition of HDRP funding, Program applicant shall agree to all of the following:

1. Continuously operate a business at the assisted location for the entire Participation Period; and
2. Maintain the property in accordance with all requirements of the City of Upland Municipal Code

Failure to adhere to the above Grant conditions will constitute a default and require full repayment of all funds provided under the Program. An Agreement signed by both the tenant and building owner(s) will be recorded against the property. Program applicant may pre-pay the Grant at any time without penalty, if they no longer wish to participate in the Program under the Agreement.

Grants are assumable under the limited circumstances listed below:

1. A transfer of a business owner's interest to an existing co-owner
2. The transfer of the business to another lawful business owner;

G. Grant Default

It is the responsibility of Program HD Staff to monitor all Grant conditions to determine compliance with the Agreement. Upon determination of a "problem," City will pursue all remedies allowed by regulation/law in a professional, aggressive, and consistent manner until resolution is attained.

The following occurrences shall warrant HD Staff investigation and potential follow-up action:

1. Violation of any condition listed in the Agreement – whenever the terms of the Agreement are not being met in a timely fashion. The severity and immediacy of action is dependent on the type of breach; some covenants are more serious and may lead to a default, while others less severe can sometimes be tolerated at the discretion of the City Manager;

During the course of its investigative research, HD Staff shall ascertain the potential risks imposed to the Agreement and develop an appropriate course of action.

Grant payment demands shall be initiated by the HD and monitored by HD Staff and appropriate corrective measures taken to ensure restitution once a Grant is called due. If warranted, a collection

plan should be in developed. Unpaid Grants will be moved to a non-accrual status at the 90-day delinquency point unless otherwise directed by the City Manager.

H. Grant Security

The Program's Grant Participation Agreement shall be evidenced by an executed and recorded maintenance covenant against the property assisted. This Grant is deferred for the Participation Period, carries a no interest rate, does not accrue interest and does not require monthly payments.

At the conclusion of the Participation Period, the Grant conditions will expire; provided that the Program applicant has complied with all Program requirements stipulated in the Agreement.

I. Grant Criteria

The amount of Grant assistance provided is determined by the amount of commercial rehabilitation that is eligible, necessary, and reasonable as determined by the HD Staff. Accordingly, HD Staff will determine the maximum recommended Grant amount within the Program limits.

HDRP funding may not exceed the amount necessary to perform the City approved rehabilitation work, as determined by the City's in-house estimate.

SECTION II - ELIGIBILITY REQUIREMENTS

A. Applicant Eligibility

Program applicants must be of legal aged, residents of the United States and be the current business owner(s). If the Program applicant is not the property owner of the building to be rehabilitated then written authorization from the property owner must be obtained by the Program applicant on all necessary Program documents. Individuals, partnerships, corporations, nonprofit corporations and other legal entities may apply for assistance. The existing Grant Deed or other approved title document to the property to be rehabilitated must list all current owners. Property owner(s) shall be construed to be any person(s) or legal entity that holds title to the subject property. In cases of multiple owners, the signature of each titleholder is required on all appropriate Program documents, as requested by staff.

Program applicants will be served on a first-come, first-served basis per the Priority Project Funding List. No member of the governing body of the City and any other official, employee, or agent of the City who exercises policy, decision-making functions or responsibilities in connection with planning and implementation of the Program shall be directly or indirectly eligible for HDRP assistance. This restriction shall continue for one (1) year after an individual's relation with the City ends.

Program applicant(s) must be the current owner(s) or current tenant(s) (tenants must receive the property owner's written approval to make improvements to the building prior to receiving funding) of the property to be rehabilitated in order to be eligible for Program assistance. Individuals, partnerships, corporations, nonprofit corporations and other legal entities may apply for assistance. HD Staffwill verify property ownership and require all persons currently on title to give written consent to all work proposed to be performed on the property prior to initiating such work.

As a result of participating in the HDRP, it must be adequately demonstrated that the subject property will be or will continue to be utilized for commercial purposes as provided by the City's adopted zoning ordinance.

B. Property Eligibility

To be eligible for the Program, the property to be rehabilitated must be located within the designated Historical Downtown Upland Commercial Corridor of the City of Upland as specified below:

Project Area Boundary:

- Northern: Arrow Highway
- Easterly: 3rd Avenue
- Southern: A Street
- Westerly: Euclid Avenue (eastside)

Buildings or structures eligible for rehabilitation under this Program must be commercially zoned and developed for uses permitted by local regulation. Non-conforming commercial buildings and uses may be assisted if the City finds that such assistance will be in the public's interest and consistent with Program goals and/or local regulations and ordinances. All properties assisted must conform to the Historic Upland Downtown Specific Plan. All businesses must have an active Upland City business license and owners must be current with all fees and charges related to the business license.

Ineligible businesses include any business that are not in accordance with the Historic Downtown Upland Specific Plan Development Code and/or do not possess a valid business license.

Local commercial property owners or businesses may submit an application for funding consideration for exterior façade improvements based on the Priority Project Funding List for business use. Priority determination will adhere to the follow scale:

<u>Priority Project Funding List</u>

1. New restaurants
2. Existing restaurants
3. New retail and/or sales orientated businesses
4. Existing retail and/or sales oriented businesses
5. Service industry
6. Office space
7. Other

C. Eligible Improvements

Program assistance may only be used for exterior rehabilitation of eligible structures, inclusive of improvement to the exterior of the building, the correction of code violations and for the performance of American with Disabilities Act (ADA) compliance requirements as identified by the City. The cost of mitigation/abatement of asbestos hazards or lead-based paint hazards in the amount of $15,000.00 shall be granted in addition to the $30,000.00 program funding amount for up to a maximum total funding of $45,000.00.

Exterior improvements may include, but are not limited to, the following:

1. Exterior façade refinishing (painting, stucco, plaster, siding etc…)
2. New signage/awnings attached to the building
3. Building facade reconfiguration
4. ADA entry improvements
5. Outside dining space
6. Historical restoration
7. Doors and windows
8. Exterior lighting
9. Anti-graffiti film on windows
10. Other improvements deemed necessary by the City to meet Program objectives

All improvements must be physically attached to the property and permanent in nature. HD Staff will recommend specific improvements based on a site analysis and/or architectural design recommendations consistent with the Historic Upland Downtown Specific Plan.

Additionally, to participate in the HDRP, all exterior signage on the property to be rehabilitated must conform to and be maintained in accordance with the City's Sign Ordinance.

Minimum Property Rehabilitation Standards: All work performed under the provisions of the HDRP shall meet all applicable standards contained in the City's adopted Historic Downtown Upland Specific Plan, local building and safety codes and the Uniform Building Code and such other codes as designated by the City. The City's Municipal and Zoning Ordinance can be viewed on the City's web site at:

http://www.qcode.us/codes/upland/

D. Project Eligibility

To be eligible to receive Program assistance, the project must meet one of the following CDBG National Objectives, as determined by HD staff:

1. Slum/Blight Area - 24 CRF 570.208(b)(1): The business is located in an officially designated blight determination area and the use of CDBG funds is limited to addressing one or more of the conditions that contributed to the deterioration of the area.

   To qualify an activity under Slum / Blight Area - 24 CRF 570.208(b)(1), the property must be located with a locally designated slum and blight area that meets the requirements of 24 CFR 208(b) et seq., and must contain a condition or conditions that contributes to the slum and blighted condition of the area, and the funding must address that condition.

2. Slum/Blight Spot Removal - 24 CRF 570.208(b)(2): The business is located outside an officially-designated blight determination area and the use of CDBG funds is limited to the rehabilitation of buildings or improvements only to eliminate those conditions that are detrimental to public health and safety.

   Use of the criteria under 24 CFR 570.208(b)(2) – Slum/Blight Spot Removal is exceptionally limited, and Program HD Staff must make findings explaining how the rehabilitation work will eliminate specific conditions detrimental to public health and safety.

E. Eligible Program Costs

In addition to the eligible direct construction costs, funds may be used to pay Program related soft costs, including but not limited to title evidence, credit reports, recordation, escrow fees and lead and asbestos testing fees.

Program funds may also be used to pay for architectural services, City planning entitlement processing, and building plan check and permit fees associated with the rehabilitation work proposed under the Program. No more than $3,000.00 of program funds can be used for such purposes. If the applicant withdraws his/her application for assistance or fails to implement the rehabilitation within 180 days after funds are used for payment of architectural services, and/or other City fees, the applicant shall be required to reimburse the City for all funds paid to the architect and/or City. Fees in excess of this $3,000.00 limitation shall be borne by the property owner or program applicant.

F. Relocation

Displacement of business or persons are not contemplated as a part of this activity; however, if relocation is required, such relocation shall be performed in compliance with the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 and Section

104(d) and may be paid for using Program funds.

SECTION III - PROGRAM PROCEDURE

A. Applicant Intake and Eligibility Determination

1. Application

   Person(s) may apply for Program assistance by completing an HDRP Application form available at the City of Upland and submitting all supporting documentation as requested in the application, to the Development Services Department: Housing Division. Applications will be logged and reviewed in the order in which they are received. The City will maintain a waiting list (if warranted).

2. Verification and Eligibility Determination

   HD Staff shall verify all information as necessary. Applicants will be notified in writing regarding eligibility status and number on the waiting list (if appropriate).

3. Rehabilitation Feasibility Determination

   Once an applicant has been determined to meet eligibility requirements, an initial inspection of the property will be made by the HD Staff to determine the extent/nature of the repairs, identify any code violations and any health and safety issues that need to be corrected pursuant to the provisions of the Program.

4. Grant Approval

   Once an applicant has been determined to meet eligibility requirements, staff will present the application to the City's Grant Review Committee (GRC) comprised of the City Manager, Development Services Director and Finance Officer as the recommending body to the City Council for funding consideration. Thereafter, staff will present the GRC's recommendations to the City Council for final grant approval.

5. Approval and Notifications

   The type and nature of assistance shall first be approved by the HD. In order to obtain Program funding, applicants must meet all property and eligibility guidelines in effect at the time of funding approval. In addition, both the property and owner/applicant must meet all Grant eligibility requirements of the Program. Applicants will be provided with written notification of approval or denial of assistance. Reason(s) for project denial will be provided, to the applicant, in writing within 30-days of the HD decision.

B. Concept Development

All designs elements incorporated in the HDRP must conform to the Historic Downtown Upland Specific Plan. Accordingly, the City reserves the right to determine the nature, extent, degree and priority of all the improvements proposed.

At the onset of the project, HD Staff shall conduct an onsite visit of the property to determine the extent and nature of the desired façade improvements. Conceptual renderings of the proposed improvements shall be prepared by the City's architectural services provider, at no charge to the applicant. Once the conceptual renderings have been completed and approved by the Program applicant, the selected rendering shall be submitted to the City's Planning Division for review and approval. All associated plan check fees will be waived by the City. Based on any Planning

comments, modifications as necessary, shall be performed to the elevations and re-submitted to the Planning Division for further review, comment, and re-adjustment, as needed until the renderings/plans satisfy Program objectives.

Upon receipt of Planning's approval of the elevations HD Staff will prepare bid documents for the bidding phase (construction drawings and/or engineering as needed are the responsibility of the selected contractor to prepare during the building permitting stage). Complete construction drawings and engineering for the plans shall be completed prior to issuance of building permit and/or constructing the improvements. In the development of the construction drawings, energy efficient and green building standards will be used to the greatest extent feasible. HD Staff may consult the Building and Safety Division and/or the Planning Division on any issues that require interpretation of the Building Code or Municipal Code, as necessary.

C. Procurement and Contractor Selection

1. Contractor Procurement

   HD Staff shall maintain a list of qualified contractors who have expressed interest in bidding on rehabilitation work, retain an active DUNS number (Dunn and Bradstreet), have been cleared by both the California State Contractors License Board (CSCLB) and the federal Systems for Award Management (SAMs) clearinghouse that they are licensed to work on federal projects, are registered with the California Department of Industrial Relations and maintain all the necessary insurance requirements. HD Staff will coordinate with the applicant to obtain at least three (3) estimates from qualified contractors for each rehabilitation project. Estimates shall be submitted by the applicant to the City for final review and approval. Contractor shall be advised within the project bid package of all Federal requirements such as Davis Bacon and related acts that are applicable to the construction contract.

2. Contractor Selection

   The Program applicant will make the contractor selection from among three (3) qualified contractors who submit completed bids back to them. The award of the contract will be awarded to the lowest most responsive and responsible bidder. In cases where the applicant desires to award the construction contract to an approved contractor other than the lowest responsible bidder, the City may set the amount of the award equal to the amount of the bid of the lowest responsible bidder; however, the Participant shall be responsible for paying the difference in the cost of construction upfront by providing a cashier's check to the City for said amount.

3. Contractor Insurance/License Requirements

   Awarded contractors are required to provide and/or maintain the following:
   a. Contractor's social security number or federal tax ID number
   b. Federal DUNs number
   c. Active registration with the federal System for Awards Management
   d. Active registration with the California Department of Industrial Relations (DIR)
   e. Copies of the contractor's current general liability insurance with the City of Upland as an added insured in a minimum amount of $1,000,000;
   f. Copies of automobile insurance;
   g. Copies of workers compensation insurance;
   h. Copies of valid CA drivers license
   i. Copies of the contractor's current California Contractor's License;
   j. Contractor's certification regarding equal employment opportunity;
   k. All required Davis-Bacon information and certifications;
   l. Copy of contractor's City Business License; and

m. A list of all of the project sub-contractors (including State Contractors License number) to be used by the General Contractor.

4. In accordance with CDBG guidelines, the City and the applicant(s) shall agree not to award any contract for rehabilitation work, to be paid for in whole or in part with proceeds from Program funds, to any contractor who does not have a valid state contractor's license, who cannot produce sufficient evidence of current Auto, Workers Compensation and Liability Insurance coverage, or who is on the federal SAM excluded or disbarred parties list.

   All owner/builders, or any member of the applicant(s) family, are considered ineligible contractors, regardless of credentials or license. Any ineligible contractor found working at the job site will be removed immediately, without compensation.

5. Award of Contract

   a. Notification

      The City shall notify the selected contractor of the award of bid and shall establish a date, time and place for the pre-construction conference. The City shall notify, in writing, the non-selected contractors.

   b. Rehabilitation Construction Contract

      The contract, for the approved rehabilitation work shall be prepared by the City and shall be entered into between the Program applicant and the selected contractor. The City will require the inclusion of certain contractual terms in accordance with CDBG requirements.

   c. Change Orders

      If a change order is required that will increase the project budget by more than 20% then the change order will be submitted to City Council for approval. If the change order is less than 20% of the project budget the Development Services Director has authority to authorize work to proceed to not unduly delay construction.

   d. Payments

      All payments will be approved by the City to the Contractor for all work completed that has satisfactorily passed the City final inspection, with a ten percent (10%) total contract retention withheld until 35-days after the filing of a Notice of Completion.

6. Project Completion

Upon satisfaction of all contractual requirements the City will release the retention amount to the contractor. The City solely will determine the satisfaction of any and all contractual provisions by both parties. The City will file and record a Notice of Completion with the County Recorder's Office within ten (10) days of the completion of all work at the project site.

SECTION IV - MISCELLANEOUS PROGRAM REQUIREMENTS

A. Bonus, Commission or Fee

The Participant shall not pay any bonus, commission or fee, for the purpose of obtaining approval of any application, or for any other concurrence as may be required by City.

B. Conflict of Interest

No Program assistance will be provided to any member of the governing body of the City or HUD, or any designee of HUD, or the City of Upland, who exercises any authority or responsibilities in connection with the administration of this program. No member of the aforementioned organizations shall have any interest, direct or indirect, in the proceeds from the HDRP Program or in any contract entered into by the applicant for the performance of the work, financed, in whole or in part, with the proceeds of the Program assistance.

C. Disclosure of Information

The City is a public agency and information or records (with the exception of financial information which falls under the purview of Government Code section 6250 (c), and section 7460 et seq.) submitted or released to the City by the applicant may be considered public records and subject to disclosure under the Public Records Act, Government Code section 6250 et seq.

D. Equal Opportunity Policy

The City shall not discriminate based upon sex, age, race, creed, color, religion, national origin, marital status, ancestry or physical handicap in the awarding of a contract for rehabilitation of property assisted by this Program. The City shall not discriminate upon the basis of sex, age, race, creed, color, religion, national origin, marital status, ancestry or physical handicap in accepting applications and processing Program applications.

E. Hazard Insurance Requirements

Applicants are obligated to carry sufficient fire insurance coverage on the subject property to be rehabilitated under the provisions of this Program

F. Historic Preservation

In order to comply with Section 106, National Historic Preservation Act of 1966 as amended (16 U.S.C. 470) and HUD guidelines, the City shall prepare a Basic Property Identification Form for all structures to be assisted and obtain all necessary clearances to that effect.

G. Davis-Bacon Requirements

In accordance with CDBG Program Entitlement Grant Regulations, Davis-Bacon requirements apply to the rehabilitation of all commercial buildings and structures.

H. Time Limitation Requirements

Properties are eligible for one–time Program assistance for the life of the HDRP.

I. Amendments

Amendments to these Program Guidelines may be made from time to time by the City. Authority is vested to the City of Upland City Manager or designee to grant a waiver or make amendments to these guidelines, with the exception of federal regulations.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UPLAND ADOPTING AMENDED PROGRAM POLICIES WITH RESPECT TO THE CITY'S EMERGENCY REPAIR PROGRAM

Intent of the Parties and Findings

(i) The City currently administers the Emergency Repair Program (Program); and

(ii) The Program is funded with federal Community Development Block Grant (CDBG) Funds and City housing funds; and

(ii) City Council has requested to be the Acting Body for grant approval; and

(iv) The applicable adjustment to the grant approval process is included within the amended Program Policies, as depicted on Attachment "A" and further explained in the accompanying staff report.

NOW, THEREFORE, the City Council hereby finds, determines and resolves as follows:

SECTION 1**:** The facts set forth above in this Resolution are true and correct.

SECTION 2: The amended Program Policy with respect to the Emergency Repair Program, as described on Attachment "A", is approved.

SECTION 3: This Resolution shall take effect upon the date of its adoption.

SECTION 4: Certification. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED and ADOPTED this 24th day of June, 2109.

_____
Debbie Stone, Mayor

I, Keri Johnson, City Clerk of the City of Upland, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 24th day of June, 2019, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

ATTEST: _____
Keri Johnson, City Clerk

CITY OF UPLAND

EMERGENCY REPAIRS PROGRAM GUIDELINES AND POLICIES

CITY OF UPLAND
HOUSING REHABILITATION
EMERGENCY REPAIRS PROGRAM POLICIES
(Amended June 24, 2019)

I. PROGRAM DESCRIPTION

The Housing Rehabilitation Emergency Repairs Program ("Program") is designed to assist low to moderate-income Upland homeowners (whose income does not exceed 80% of the County median income as adjusted by family size as promulgated by the U.S. Department of Housing and Urban Development [HUD]), citywide, by providing up to a $10,000 primary grant and up to a $2,000 supplemental grant on an equal matching basis (i.e. dollar-for-dollar match for construction funds provided to the City by the applicant) for emergency repairs to their home as approved by City Council. This Program may be used in conjunction with any other housing program offered by the City of Upland.

II. ASSISTANCE TYPE AND FUNDING LIMITS

The assistance will be in the form of up to a $10,000 primary grant for pre-approved work done by any appropriately licensed contractor. Moreover, up to an additional $2,000 worth of assistance is available on an equal matching Program grant basis; match must come from the program applicant to the City in the form of a cashier's check or money order payable to the City of Upland. Pursuant to the definition of eligible improvements (as described below) the cost of installing GFCI outlets, garbage disposal, smoke/carbon detectors, water heater strapping, and "low flow" toilets are in addition to the $12,000 annual Program maximum limit. The cost of abatement and mitigation of lead, asbestos or mold hazards shall be in addition to the primary Program grant. Mobile homeowners will only be allowed to apply for the Program every five (5) years while homeowners other than mobile homeowners will only be able to apply for the Program every ten (10) years.

III. ELIGIBLE APPLICANTS

Eligible applicants are owner-occupants of single-family residences, condominiums/townhomes and mobile/manufactured homes located within Upland's city limits whose household income does not exceed 80% of the San Bernardino County median, as adjusted by family size. Applicants must provide satisfactory evidence of their income and certify that with the Application form that they meet the income requirements of the Program.

City Councilmembers and any employee, official or agent of the City who exercises any policy or program decision-making function in connection with the Program, are ineligible for assistance under the Program for a period of one-year after their association with the City ends.

IV. ELIGIBLE IMPROVEMENTS

All repairs for emergency conditions that immediately affect the health and/or safety of the household or occupants of surrounding properties. Eligible repairs shall include structural or mechanical system repairs and any other housing repair deemed necessary by the City to alleviate deficient housing conditions as categorized below:

- Correction of code violations;
- Correction of incipient violations of the uniform building code;
- Removal of lead-based paint/asbestos hazards;
- Removal of barriers to the handicapped;
- Removal of termites/vermin (pest control);
- Repair/Replace roofing;
- Repair/Replace heating;
- Repair/Replace plumbing;
- Repair/Replace screens;
- Install new smoke/CO2 alarms;
- Repair/Replace bath fixtures;
- Repair/Replace countertops;
- Repair/Replace water heaters;
- Repair/Replace electrical work;
- Repair/Replace windows;
- Repair/Replace stucco;
- Exterior/Interior painting;
- Install new dead bolt locks;
- Replace floor coverings;
- Repair/Replace kitchen or bath cabinets;
- Repair/Replace fencing;
- Installation of new insulation;
- Permit costs, engineering, architectural and other reports deemed necessary to correct deficient housing conditions
- Any other housing repair items determined eligible by the City; and
- The elimination of specific conditions detrimental to public health and safety, which have been identified by City Building Inspector or Code Enforcement Officer

In addition to the maximum assistance, the Program will also provide funds for installation of GFCI outlets, garbage disposal, smoke and carbon monoxide detectors in each bedroom (if missing), provide funds to secure the water heater, if needed, and, if requested or necessary, provide "Low Flow" toilets. Similarly, the costs associated with lead, asbestos or mold abatement shall be in addition to the primary Program grant.

Any work requiring the off-premises relocation of occupants is not eligible under this Program unless the applicant waives all claims for relocation assistance. Because the Program is not a handyman program, maintenance items as determined by the City, other than those directly related to any eligible construction, reconstruction, repair or replacement are not eligible under this Program.

V. PROCEDURES

1. Applications for participation in the Program are available from City Hall or any other location that may be designated by staff (as used herein, the term “staff” may include employees or consultants of the City’s Development Services Department). Upon submittal of an application to staff, staff shall visit the subject property and evaluate the request. If the requested repairs are deemed eligible, and the applicant can provided staff with the following household supporting documents: 1) Grant Deed, Deed of Trust or HCD Registration Card (for mobile homes or other title evidencing document); 2) household annual income for all adults over the age of 18 that are living in the home inclusive of most recent federal tax returns, payroll stubs and bank statements; 3) recent utility bills 4) current property tax bill; 5) valid photographic government issued identification card such as a California Drivers License, Identification Card or Passport; and/or 6) other documents that may be requested by staff to determined household size or household income. Program policies and procedures shall be fully explained to the applicant at application submittal stage including the contractor procurement/selection process.

2. Upon receipt, the applicant shall complete the Application form, sign it acknowledging program policies and procedures and return the form to staff with all accompanying applicant supporting documentation.

3. Contractor procurement/selection: The applicant may either (1) authorize the City to engage contractors from its pre-approved vendor list; or (2) engage their own contractors to perform the required work that meets the city’s procurement policy (minimum three bids required). If the applicant chooses the City supplied vendor option, staff will informally obtain cost quotes for the needed work from contractor(s) listed on the City’s pre-approved vendor list. Once all project cost quotes are received, staff will inform the applicant of the outcome, specify the name(s) of the contractor(s) who would perform the required work and if necessary coordinate any adjustments to the scope of work or financing plan as may be required. Subsequent to obtaining the applicant's concurrence with respect to these matters, appropriate Program purchase orders may be issued to the affected contractor(s).

4. The City shall not be committed to fund a rehabilitation project prior to the City Council authorizing the grant funds. Projects will be taken by Staff to City Council for funding consideration and final approval. The City's Grant Review Committee, consisting of the City Manager, Development Services Director and Finance Officer (or their respective desginees), will serve as the recommending body to the City Council for all ERP grants. The City Council is the acting body for final grant approval.

5. After City Council grant approval, the applicant, contractor and Development Services Director will sign a Work Order form to allow the work to proceed. Staff will set up a purchase order and issue a notice to proceed to the contractor to carry out the work under the supervision of staff. Work program changes may only be authorized for change orders resulting from physical conditions experienced during inspection or construction, the identification of additional emergency repair items or to reduce the amount of requested assistance. If a change order is required that will increase the project budget by more than 20% then the change order will be submitted to City Council for approval. If the change order is less than 20% of the project budget the Development Services Director has authority to authorized work to proceed to not unduly delay construction.

7. If the applicant agrees to proceed with a City-approved vendor/contractor, the City will pay the vendor directly for all approved work. The applicant will not have any financial responsibility other than the amount needed to match the City $2,000 supplemental grant or any amount needed to finance project costs exceeding program-funding limits. The City will collect the owner contribution amount prior to engaging the vendor/contractor.

4. If the applicant chooses to directly engage their own contractor(s), the applicant may use any contractor of their choice as long as they hold appropriate professional licenses and a City of Upland business license and meet insurance minimums set by the program. Contractors that are not pre-approved will be paid the lower of a staff's confidential job cost estimate or the contractor's bid. Staff's estimate will not be made public until after submittal of the contractor's bid. If the applicant chooses to use a contractor/vendor other than one on the City's pre-approved list, said contractor must be approved by staff and sign a form acknowledging the necessary work, amount to be rebated for work performed. If the contractor feels he (or she) cannot do the work for that price, the applicant must pay the difference or choose a contractor or subcontractor from the approved list or the work will not be performed. Under the rebate approach, the applicant is primarily responsible for the contractor's payment. The City will only provide a rebate for the agreed upon work in the agreed upon amount. The applicant is solely responsible for any work or costs exceeding the pre-approved scope and amount. Repair work shall not exceed City's estimated scope and amount without written authorization of staff.

5. If the City supplied vendor approach is selected, upon completion of the work, the applicant or vendor shall so notify staff. Staff will verify the completion of work and obtain the applicant's approval. Once approved, the amount owed the pre-approved vendor will be processed for payment. If an applicant selected vendor approach is chosen, upon work completion, the applicant will submit the invoice to staff for payment. Staff will then conduct an inspection of the quality and substance of the repairs made,

and if deemed appropriate, process the invoice for payment approval. In this case, payment will be issued to the applicant and vendor. Payment shall not be made for substandard work.

6. Individual projects will be financially closed subsequent to staff's approval of the work performed and affected owner signing a Notice of Completion, which will be filed with the County.

VI. APPROVAL OF PROGRAM LEGAL DOCUMENTS

All Program legal documents shall be approved as to form by legal counsel prior to their use.

VII. AUTHORITY TO ADMINISTER

The preparation and use of all required Program procedure manuals; forms, documents and agreements shall be administered by the City Manager or their designee in accordance with these Program policies.

STAFF REPORT

ITEM NO. 11.E.

DATE:	June 24, 2019
TO:	MAYOR AND CITY COUNCIL
FROM:	ROSEMARY HOERNING, ACTING CITY MANAGER
PREPARED BY:	ROSEMARY HOERNING, ACTING CITY MANAGER
SUBJECT:	SOLID WASTE COLLECTION, PROCESSING AND DISPOSAL SERVICES

RECOMMENDED ACTION

It is recommended that the City Council not initiate the process to commence the solid waste service contract wind down period with Burrtec Waste Industries, Inc.

GOAL STATEMENT

The proposed action supports City's the goal to provide efficient and cost effective solid waste services to the City of Upland.

BACKGROUND

On June 25, 2014, The City Council approved the Third Amendment to the Agreement with Burrtec Waste Industries, Inc. (Burrtec) for Street Sweeping, Solid Waste Collection, Processing, and Disposal Services.

This Third Amendment provided for several adjustments to the services contract. In general, these adjustments included the following items:

Item No. 1: A credit against payments due Burrtec to fund Household Hazardous Waste Program. This program provides a local and centralized disposal location (Public Works Yard) for residents to take and properly dispose of their old fluorescent light bulbs, batteries, old fertilizers and pesticides, fuel and used oil, paint and other environmentally harmful household waste products. It is a very popular program.

Item No. 2: An Alley and Street Repair Fee helps to generate funds to rehabilitate and maintain alleys and streets within the community. Other than these funds, General Fund money is the only other source to make alley repairs. The City has prepared a 50 year Alley

Repair and Maintenance Guidance document based on this revenue stream. Measure "I" and Gas Tax are used to repair the City Streets and Roadways.

Item No. 3: Burrtec provides Street Sweeping Program services which were previously funded by the General Fund, inclusive of sweeping equipment funded by Air Quality Management District (AQMD) subvention funds (AB2766). Community streets are swept twice a month and alleys are swept once a month during the months of February through October.

The May 29, 2007 Amendment No. 2. provided for the seven (7) year rolling service contract term. The Third Amendment, provided a firm additional five years to the contract term. These firm five years expire June 30, 2019. The agreement reverts to the seven (7) year rolling contract, extending an additional year if notification is not provided to Burrtec Waste Industries in advance of the June 30th date.

ISSUES/ANALYSIS

Per the agreement, on or before June 30, 2019, the City may notify Burrtec Waste Industries if it wishes to "Wind Down the Service Contract." Additionally, the City has the option, prior to every June 30th, to send a notification of its desire to Wind Down the Service Contract. Should the City send this notification to Burrtec, the Service contract term will end seven (7) years from the last term extension.

The current solid waste rates are reasonable as compared to other jurisdictions. Burrtec has provided satisfactory service and has participated in community programs partnering with the City to provide extra (non-contractual) beneficial services. The negotiated items included in the Third Amendment have provided additional benefits to the City during financially difficult conditions. This last Amendment allowed the City to maintain street sweeping services that are important to the community without impacting other programs funded by the General Fund.
Currently the City is conducting a Solid Waste Rate review to develop a multi-year rate schedule for consideration. Starting the Wind Down process, at this time, would place a further burden on staff resources and is not recommended.

FISCAL IMPACTS

With the approval of the Third Amendment to the Solid Waste service contract the City has received benefits, as estimated and presented below:

Items	Description	2014 Value (per year)	2019 Value (per year)
1	Household Hazardous Waste Residential Disposal Program	$150,000	$156,300
2	Alley & Street Repair Fee	$200,000	$208,400
3	Street Sweeping Services	$280,000	$292,000
	Total Yearly Added Value	$630,000	$656,700
	Five Year Value Received		*$3,216,750*
	Five Year Value to the General Fund		***$2,451,000***

Pursuant to provision 10 of the Third Amendment, should the City elect to begin the Wind Down period, Burrtec shall not be obligated to provide the Street Sweeping Services and the City shall not be entitled to fee credits.

An alternate service delivery method for (Street Sweeping, etc.) has not been fully developed to address the change to programs associated with the Wind Down provisions.

ALTERNATIVES

Provide alternative direction to staff.

ATTACHMENTS:

Third Amendment to the Solid Waste Service Agreement

THIRD AMENDMENT
TO AGREEMENT BETWEEN THE CITY OF UPLAND AND BURRTEC WASTE INDUSTRIES, INC. FOR STREET SWEEPING, SOLID WASTE COLLECTION, PROCESSING AND DISPOSAL SERVICES

THIS THIRD AMENDMENT TO AGREEMENT BETWEEN THE CITY OF UPLAND AND BURRTEC WASTE INDUSTRIES, INC. FOR SOLID WASTE COLLECTION, PROCESSING AND DISPOSAL SERVICES is made and entered into by and between the CITY OF UPLAND, a California municipal corporation ("City"), and BURRTEC WASTE INDUSTRIES, INC., a California corporation ("Collector").

RECITALS:

WHEREAS, on or about November 27, 2000, the City and Collector entered into an Agreement Between the City of Upland and Burrtec Waste Industries, Inc. For Solid Waste Collection, Processing and Disposal Services ("Agreement") which is attached hereto as Exhibit "C"; and

WHEREAS, on or about February 9, 2004, the City and Collector entered into the Solid Waste Collection, Processing and Disposal Services Agreement Addendum No. 1 ("Addendum No. 1") modifying the term of the Agreement and attached hereto as Exhibit "D"; and

WHEREAS, on or about May 29, 2007, the City and Collector entered into the Second Amendment To Agreement Between The City Of Upland And Burrtec Waste Industries, Inc. For Solid Waste Collection, Processing And Disposal Services modifying Article 10. Fees of the Agreement ("Second Amendment") attached hereto as Exhibit "E"; and

WHEREAS, Section 6.01 of the Agreement authorizes the City to expand services provided by Collector, the parties hereby wish to add street sweeping to the list of services and make additional adjustments to the Agreement as set forth in this Third Amendment to Agreement between the City of Upland and Burrtec Waste Industries for Street Sweeping, Solid Waste Collection and Disposal Services ("Third Amendment").

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Collector do hereby agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct and are hereby incorporated by reference.

2. **Interpretation. Section 1.02 of the Agreement entitled "Interpretation" shall be amended to include the following provision:**

1.02 Interpretation

e. Interpretation as to Street Sweeping Services. The general provisions of this original Agreement governing Solid Waste Disposal shall apply to Street Sweeping Services except as provided herein. In the event of any ambiguity or conflict between the provisions of this Third Amendment and the Agreement, the specific provision will control over a general provision.

3. **Term. Section 2 of Addendum No. 1 entitled "Term" set forth below is hereby deleted in its entirety:**

~~Term. This Agreement shall become effective on the date hereof, with collection, processing and disposal services beginning on May 3, 2011 (the "Commencement Date") and continue for a period of ten years until June 30, 2011 (the "Term")> Annually, commencing July 1, 20014, the initial term shall be automatically extended for one (1) year so that the remaining term of the Agreement is always seven (7) years, unless either party shall have notified the other in a writing received before June 30 in any year that it does not wish the Agreement to be automatically extended in which event the automatic extension shall be terminated and the Agreement shall terminate at the end of the Term, or seven (7) years from the date of the last extension pursuant hereto, whichever is later.~~

Section 3.01 of the Agreement (Section 2 of the Addendum) is replaced with the following:

_Term. The Term of this Agreement shall be for a period of twelve (12) years commencing upon the date of execution of this Third Amendment. On July 1, 2019 and annually thereafter, the initial term shall be automatically extended for one (1) year so that the remaining term of the Agreement shall always be seven (7) years, unless either party notifies the other in writing (the "Wind Down Notice") before June 30 in any year that it does not wish the term to be automatically extended in which case the Agreement shall terminate at the end of the Term, or seven (7) years from the date of the last extension pursuant hereto, whichever is later (the "Wind Down Period").

4. **Services. Article 4 of the Agreement entitled "Services" is hereby amended to include the following:**

4.08 Street Sweeping

a. Scope of Street Sweeping Services. Collector shall provide street sweeping services including all labor, materials, fuel, and equipment to all arterial, collector, commercial, residential and industrial streets, including cul-de-sacs, street centerlines, paved medians, left turn pockets, alleys, maintenance yards, intersections and facilities within the City.

Collector shall transport and dispose of all sweeping wastes in accordance with all City, County and Federal requirements. Sweeping wastes are to be off-loaded at the Upland Public Works Yard located at 1370 North Benson Avenue.

b. Locations. Collector shall provide street sweeping services to the locations more particularly described in Exhibit "A" ("Street Sweeping Schedule") which may be modified from time to time by the Director of Public Works or his/her designated representative upon providing thirty (30) days written notice to Collector. Collector shall provide sweeping services outside of the Street Sweeping Schedule on Exhibit "B" on an as-needed basis a maximum of twelve (12) times per year during regular sweeping hours, and an additional six (6) times per year outside of regular sweeping hours.

In addition to those sweeping services in Exhibit "A" and in Exhibit "B," Collector shall provide sweeping services for special community events a maximum of ten (10) times per year, not to exceed a total of sixty (60) sweeping hours. Community events are selected at the sole discretion of City, and City shall provide forty-eight (48) hour notice to Collector when possible.

c. Frequency. Collector shall operate sufficient number of sweepers per day to provide street sweeping services, five days a week in accordance with the City's Street Sweeping schedule as identified in Exhibit "A" including, but not limited to residential streets, alleys, commercial and industrial streets, City-owned parking lots, state highways, City arterial streets, curbs, gutters, and medians and islands with or without curbs. All sweeping must be consistent with CITY posted signage and to CITY specifications, which may include varying start times for different types of areas. CITY trash hauler holidays will be observed. CITY reserves the right to adjust the Street Sweeping Schedule identified in Exhibit "A" at any time with written notice to Collector.

d. Hours. Collector shall only provide street sweeping services during the hours designated for each respective street. The Director of Public Works or his/her designated representative may modify the hours to perform sweeping and Collector shall accommodate those hours of sweeping.

e. Routing. Collector shall provide a routing plan to the Director of Public Works or his/her designated representative. The Director of Public Works or his/her representative reserves the right to modify Collector's routing plan as he/she deems necessary.

f. Emergency Services During Regular Business Hours. During regular business hours, Monday through Friday from 6:00 am to 6:00 pm, the City may call upon Collector to respond to an emergency situation that requires immediate street sweeping services. These situations may include, but not be limited to, spill of non-hazardous waste and debris, debris of accidents involving automobiles, storms, and floods. Collector shall respond to these emergency services requests within two (2) hours of notification. Failure to respond within the designated time will result in penalty as

outlined in Article 11 of the Agreement. Collector shall perform emergency services during regular business hours at the same unit price as the regular street sweeping services specified herein.

g. Emergency Services After Hours. During weekends, holidays and after work hours (Monday to Friday from 6:00 pm to 6:00 am), the City may call upon Collector to respond to an emergency situation that requires immediate street sweeping services. Collector is required to respond to these emergency services requests within two (2) hours of notification time. Failure to respond within the designated time will result in penalty as outlined in Article 11 of the Agreement. Collector shall perform emergency services during after-hours at the same unit price as the regular street sweeping services specified herein.

h. Holidays. Collector shall provide street sweeping services on all holidays that the City provides refuse/recycle services.

i. Equipment. A sufficient number of primary sweepers and back-up sweepers shall be provided by Collector. The primary sweepers shall have installed an "active" or "passive" Global Positioning System (GPS) that will enable Collector to view, via computer, equipment location at all times. The GPS must be able to track non-sweeping stops and speed of the equipment and be able to generate reports and maps with an exact description of services. Data collected shall be provided to City on a daily basis or other schedule mutually agreed upon by Collector and City.

Collector shall be responsible for the operation and maintenance of the street sweepers, both primary and secondary vehicles. Collector shall be responsible for all maintenance, insurance and vehicle replacement costs of all street sweeping vehicles.

All street sweepers must meet South Coast Air Quality Management District's (SCAQMD) PM10-efficient standards and be certified by SCAQMD as meeting the testing and performance standards set forth in SCAQMD Rule 1186.1 and any future regulatory requirements including the use of alternative fuels.

Collector shall comply with the most up to date edition of the California Stormwater Best Management Practices issued by the California Stormwater Quality Association.

Sweepers shall be maintained in accordance with the manufacturer's instructions and to the City's satisfaction. Each sweeper shall be completely refurbished and repainted no less than once every five (5) years. City reserves the right to inspect sweepers and Collector's physical operations on an annual basis to ensure proper maintenance of equipment and sweepers.

The noise level generated by equipment or vehicles shall not exceed a single-event noise level of seventy-five (75) decibels at a distance of twenty-five feet from the vehicles. Collector shall submit to City, upon City's request, a certificate of vehicle noise

level testing by an independent testing entity approved by the City. Each vehicle used for street sweeping shall be equipped with an audible warning device that is activated when the vehicle is backing up.

Collector shall affix upon the street sweeping vehicles magnetic signs, decals or painted signs approved by the Director of Public Works that contains the Collector's name, local phone number and vehicle identification number visibly displayed on the vehicle.

j. Personnel. Sweeping shall be conducted by personnel adequately trained in sweeper operation. Collector shall designate the same operators to sweep in the City on a permanent, regular basis. If there is an operator change, Collector will notify City within 24 hours. All operators will be required to speak English.

5. **Collector Service Fees. Section 10.01 of the Agreement entitled "Collector Service Fees" shall be amended to read as follows:**

10.01 Collector Service Fees. The Collector shall receive payment, net of any applicable liquidated damages, for services rendered under this Agreement as compensation for performing Services (the "Service Fee") or portion thereof, according to rates set forth for each Customer's individual Services in Exhibit M. The Service Fee includes all Collector's Direct Costs and Indirect Cost plus profit or return, of providing Services including all fueling costs, regardless of the location of the fueling station and/or fuel types and labor and travel time to/from the fueling station. No compensation shall be provided or paid to Collector by City or by any Customer except as expressly provided herein.

6. **Adjustments. Article 10.06.b.(1) of the Agreement entitled "b. Automatic Fee Adjustments to Service Component and Program Cost Component. (1) Description of Adjustment." is hereby deleted in its entirety and replaced with the following:**

Upon the effective date of this Third Amendment, and annually thereafter during the term of this Agreement, the Collector shall, subject to compliance with all provisions of this Article, and subject to the notice and hearing requirements of Proposition 218, receive an annual adjustment in the Service Fees.

The Service Component and the Program Cost Component of the Service Fees shall be increased or decreased by the percentage change in the published Consumer Price Index (CPI), All Urban Consumers for the Los Angeles-Riverside-Orange County Metropolitan Area. This adjustment shall not exceed four percent (4%) per annum, regardless of the percentage change in the CPI. If the CPI for the previous year was in excess of four percent (4%), the additional percentage may be rolled over to the following year so long as the CPI adjustment for that year does not exceed four percent (4%). The disposal fee (also referred to as the tipping fee) shall be adjusted annually by the lesser of 1) the percent change in the CPI (not to exceed four percent (4%) per

annum) or 2) the actual increase in disposal fees paid by Collector to third party disposal facilities, if any, (not to exceed four percent (4%) per annum.

7. **Collector Payment to the City. Section 10.05 of the Agreement entitled "Collector Payment to the City" shall be amended to read as follows:**

10.05 Collector Payment to the City. Collector shall make payment to the City for items listed in Section 10.04 on a quarterly basis, on the fifteenth day of the month following the prior quarter ending date. Each such payment shall be accompanied by an accounting, which sets forth Collector's gross receipts collected during the preceding calendar quarter.

Additionally, the City shall receive as credit against Collector's monthly billing for the following: i.) two-hundred thousand dollars ($200,000) annually for maintenance and repair of City streets, alleys and public right of ways used or impacted by Collector and ii.) one-hundred fifty thousand dollars ($150,000) annually for Household Hazardous Waste ("HHW") and home generated sharps waste ("SHARPS") as defined in Section117671 of the California Health and Safety Code. These amounts will be adjusted annually in accordance with Section 10.06b(1) (collectively, the "City Credits"), except that no downward adjustment shall be made.

No acceptance by City of any payment shall be construed as an accord that the amount is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim City may have against Collector for any additional sums payable under the provisions of this Agreement or any amendment to this Agreement. All amounts paid shall be subject to independent audit and recomputation by City. If, after audit, such recompuatation indicates an underpayment of less than three percent (3%), Collector shall pay to City the amount of the underpayment within ten (10) days of receipt of written notice from City of the amount owed. If, after audit such recomputation indicates an underpayment of equal to or more than three percent (3%), Collector shall reimburse City for all reasonable costs and expenses incurred in connection with the audit and recomputation, and the amount underpaid, within ten (10) days of receipt of written notice from City of the amount owed. If, after audit, such recomputation indicates overpayment, City shall notify the Collector in writing of the amount of the overpayment, less costs and expenses incurred in connection with the audit and recomputation. Collector may offset the payment of payments (as appropriate) next due following receipt of such notice by the amount specified therein.

8. **Minor Breaches and Liquidated Damages. Section 11.01 of the Agreement entitled "Minor Breaches and Liquidated Damages" is amended to add the following:**

j. Failure to Respond to Emergency Services During Work Hours: failure to respond within the time frame set forth in Section 4.08.f.

k. Failure to Respond to Emergency Services After Hours: failure to respond within the time frame set forth in Section 4.08.g.

l. Spillage of Litter: failure of Collector to clean up litter or spillage (including water leakage from vehicles) due to negligence of the Collector within 90 minutes of report of such spillage.

9. Defaults. Section 11.02 of the Agreement entitled "Defaults" is amended as follows:

a. Service Defaults:

(1) Missed Collections: Collector fails to make at least ninety-nine percent (99.0%) of the gross number of scheduled Solid Waste collections or at least ninety-nine percent (99.0%) of Street Sweeping Services in any Contract Year (calculated by lane miles swept divided by total lane miles to be swept pursuant to Exhibit A) <u>or</u> at least ninety-nine percent (99.0%) of Street Sweeping Services required pursuant to Exhibit B or section 4.08b hereof, subject to exceptions in Article 4.

(5) Failure to Deliver Materials to Designated Facility: Collector fails to deliver Street Sweeping waste to the Upland Public Works Yard or Solid Waste to a Disposal Facility, Green Waste to a Composing Facility, or Recyclables to a Processing Facility, selected in accordance with Article 4.

10. **Services During Wind Down Period.** In the event the City provides a Wind Down Notice to Collector, then during the Wind Down Period, Collector shall not be obligated to provide the Street Sweeping Services set forth in Section 4.08 of the Agreement, nor shall the City be entitled to receive the City Credits.

11. **Diversion Section 4.02(a)(1) of the Agreement entitled "Facility Selection" shall be amended to read as follows:**

"Facility Selection. Collector shall transport and deliver to a Processing Facility or Facilities all Recyclables including Recyclables from single-family households, and Recyclable Bulky Waste. Collector shall transport and deliver to a Composting Facility all Green Waste. Such Facilities shall be permitted under and in substantial compliance with Applicable Law. Collector shall make Reasonable Business Efforts to select Facilities which create the most economic value for the City, taking into account any applicable tipping fees, revenue sharing, and transportation costs thereto, consistent with public health and safety, diversion provisions of AB 939, AB341 and Collector's obligations hereunder. Collector shall ensure there is sufficient capacity at such Facility or Facilities to process, and store until marketed, all Recyclables, Bulky Waste, and Green Waste Collected by Collector during anyone-week collection period, and that the City Representative and his or her designees shall have access to such Facility or Facilities at all reasonable times; provided that Collector shall have no responsibility or liability for the salary, wages, benefits or worker's compensation claims of the City Representative or any such designee."

12. **Disposal Sections 4.03(a) and (b) of the Agreement entitled "Disposal Facility" and "Disposal Fees" shall be amended to read as follows:**

"a. Disposal Facility. Collector shall transport and deliver to a Disposal Facility and/or transfer station all Solid Waste, including Residential, Commercial, Industrial, City Solid Waste, Solid Waste collected in performing emergency services, and Bulky Waste which cannot be diverted.

Collector shall observe and comply with all regulations in effect at such Disposal Facility and cooperate with the operator thereof with respect to operations thereat, including directions to unload collection vehicles in designated areas, accommodating construction and maintenance, and hazardous waste exclusion programs. Collector shall at all times operate according to safe industry practices. Such Facilities shall be permitted under and in substantial compliance with Applicable Law. Collector shall make Reasonable Business Efforts to select Facilities which result in the least expensive disposal option for the City, taking into account any applicable tipping fees, revenue sharing, and transportation costs thereto, consistent with public health and safety, diversion provisions of AB 939, and Collector's obligations hereunder."

"b. Disposal Fees. Collector shall pay for disposal of Solid Waste by Collector at a Disposal Facility unless otherwise mutually agreed by City and Collector. Collector shall not, under any circumstances whatsoever, cause to be charged to City any material that was collected by Collector or by any other person, other than Solid Waste Collected hereunder without the express prior written authorization of the City Representative.

13. **Definitions.** The following definitions shall amend and supersede the definitions contained in Exhibit A to the Agreement:

"**Composting Facility**" means the Facility for processing Green Waste selected by Collector. This Facility can process the Green Waste as alternative daily cover provided it receives AB 939 diversion credit.

"**Disposal Facility**" means the Facility or Facilities for disposing of Solid Waste and/or residue from a Processing Facility or Composting Facility, including transfer stations, selected by Collector.

"**Disposal Fees**" means all tipping fees and transportation costs related to the disposal of solid waste.

"**Processing Facility**" means the facility or facilities for sorting and/or processing commingled or source separated Recyclables and or Solid Waste selected by Collector.

14. **No Further Changes**. Except as expressly modified by this Third Amendment, the Agreement, Addendum No. 1, and the Second Amendment remain in full force and effect without modification or impairment.

15. Counterparts. This Third Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF UPLAND

Stephen Dunn, City Manager

Attest:

Stephanie A. Mendenhall, City Clerk

Approved As to Form:

Kimberly Hall Barlow, City Attorney

COLLECTOR

BURRETC WASTE INDUSTRIES, INC., a California corporation
9890 Cherry Avenue
Fontana, CA. 92335
(909) 429-4200 phone
(909) 429-4298 fax

By:

Name: Tracy A. Sweeney

Title: Chief Operating Officer/Vice President

By:

Name: Michael Arreguin

Title: Vice President

(Two Signatures of Corporate Officers Required For Corporations)

EXHIBIT M

COSTS OF SERVICE

EXHIBIT "M"

TO AGREEMENT

Residential Services

Description	Service Component	Tipping Fee Component	MRF	Total Service Fee	Program Cost	Total Customer Rate
Refuse - 35 gallon	$ 11.77	$ 4.24	$ (0.42)	$ 15.59	$ 0.40	$ 15.99
Refuse - 65 gallon	$ 13.90	$ 5.60	$ (0.42)	$ 19.08	$ 0.74	$ 19.82
Refuse - 95 gallon	$ 16.17	$ 6.87	$ (0.42)	$ 22.62	$ 1.09	$ 23.71
Refuse - 35 gallon -- extra	$ 6.79	$ 1.54		$ 8.33	$ 0.20	$ 8.53
Refuse - 65 gallon -- extra	$ 6.36	$ 2.90		$ 9.26	$ 0.37	$ 9.63
Refuse - 95 gallon -- extra	$ 6.05	$ 4.17		$ 10.22	$ 0.55	$ 10.77

Rolloff Services

Description	Service Component	Tipping Fee Component	Total Service Fee	Program Cost	Total Customer Rate
Rolloff 40-Y Comp (8 ton max)	$ 206.08	$ 334.40	$ 540.48	$ 325.10	$ 865.58
Rolloff 40-Y (6 tons max)	$ 203.69	$ 250.80	$ 454.49	$ 243.83	$ 698.32
Rolloff 20-Y (6 tons max)	$ 203.69	$ 250.80	$ 454.49	$ 243.83	$ 698.32
Demo - Inerts (8 tons max)	$ 204.82	$ 80.00	$ 284.82	$ 97.87	$ 382.69
C&D (6 tons max)	$ 204.82	$ 250.80	$ 455.62	$ 243.83	$ 699.45
Rolloff 40-Y Recycling (6 tons max)	$ 203.69	$ -	$ 203.69	$ -	$ 203.69
Rolloff 40-Y Comp Recycling (8 tons max)	$ 206.08	$ -	$ 206.08	$ -	$ 206.08
Clean 40yd - Wood/Green (landscaper)	$ 204.81	$ 213.66	$ 418.47	$ 176.44	$ 594.91
Rolloff 40-Y Greenwaste (6 tons max)	$ 203.69	$ 213.66	$ 417.35	$ -	$ 417.35

Commercial Services

Description	Service Component	Tipping Fee Component	Total Service Fee	Program Cost	Total Customer Rate
Refuse - 1 yard/ 1x	$ 50.52	$ 10.42	$ 60.94	$ 10.02	$ 70.96
Refuse - 1.5 yards/ 1x	$ 51.58	$ 15.62	$ 67.20	$ 15.03	$ 82.23
Refuse - 2 yards / 1 x	$ 52.67	$ 20.83	$ 73.50	$ 20.26	$ 93.76
Refuse - 2 yards / 2 x	$ 93.84	$ 41.66	$ 135.50	$ 40.50	$ 176.00
Refuse - 2 yards / 3 x	$ 134.97	$ 62.49	$ 197.46	$ 60.77	$ 258.23
Refuse - 2 yards/ 4x	$ 172.67	$ 83.32	$ 255.99	$ 80.18	$ 336.17
Refuse - 2 yards/ 5x	$ 212.96	$ 104.15	$ 317.11	$ 100.20	$ 417.31
Refuse - 2 yards/ 6x	$ 228.30	$ 124.98	$ 353.28	$ 120.27	$ 473.55
Refuse - 3 yards / 1 x	$ 62.65	$ 31.25	$ 93.90	$ 30.38	$ 124.28
Refuse - 3 yards / 2 x	$ 113.82	$ 62.49	$ 176.31	$ 60.76	$ 237.07
Refuse - 3 yards / 3 x	$ 164.94	$ 93.74	$ 258.68	$ 91.14	$ 349.82
Refuse - 3 yards / 4 x	$ 216.09	$ 124.98	$ 341.07	$ 121.53	$ 462.60
Refuse - 3 yards / 5 x	$ 267.25	$ 156.23	$ 423.48	$ 151.90	$ 575.38
Refuse - 3 yards / 6 x	$ 318.38	$ 187.47	$ 505.85	$ 182.27	$ 688.12
Refuse - 4 yards / 1 x	$ 72.62	$ 41.66	$ 114.28	$ 40.49	$ 154.77
Refuse - 4 yards / 2 x	$ 133.76	$ 83.32	$ 217.08	$ 81.02	$ 298.10
Refuse - 4 yards / 3 x	$ 194.88	$ 124.98	$ 319.86	$ 121.52	$ 441.38
Refuse - 4 yards / 4 x	$ 255.99	$ 166.64	$ 422.63	$ 162.01	$ 584.64
Refuse - 4 yards / 5 x	$ 317.10	$ 208.30	$ 525.40	$ 202.51	$ 727.91
Refuse - 4 yards / 6 x	$ 378.20	$ 249.96	$ 628.16	$ 243.00	$ 871.16
Refuse - 5 yards / 1 x	$ 82.63	$ 52.08	$ 134.71	$ 50.62	$ 185.33
Refuse - 5 yards / 2 x	$ 153.70	$ 104.15	$ 257.85	$ 101.26	$ 359.11
Refuse - 5 yards / 3 x	$ 224.80	$ 156.23	$ 381.03	$ 151.87	$ 532.90
Refuse - 5 yards / 4 x	$ 295.91	$ 208.30	$ 504.21	$ 202.50	$ 706.71
Refuse - 5 yards / 5 x	$ 366.98	$ 260.38	$ 627.36	$ 253.12	$ 880.48
Refuse - 5 yards / 6 x	$ 438.06	$ 312.46	$ 750.52	$ 303.77	$ 1,054.29
Refuse - 6 yards / 1 x	$ 92.60	$ 62.49	$ 155.09	$ 60.76	$ 215.85
Refuse - 6 yards / 2 x	$ 173.64	$ 124.98	$ 298.62	$ 121.53	$ 420.15
Refuse - 6 yards / 3 x	$ 254.69	$ 187.47	$ 442.16	$ 182.27	$ 624.43
Refuse - 6 yards / 4 x	$ 335.75	$ 249.96	$ 585.71	$ 243.04	$ 828.75
Refuse - 6 yards / 5 x	$ 416.79	$ 312.46	$ 729.25	$ 303.81	$ 1,033.06
Refuse - 6 yards / 6 x	$ 497.85	$ 374.95	$ 872.80	$ 364.58	$ 1,237.38
Ref Comp - 3 yards/ 1x	$ 65.05	$ 93.74	$ 158.79	$ 90.17	$ 248.96
Ref Comp - 3 yards/ 2x	$ 118.72	$ 187.47	$ 306.19	$ 180.35	$ 486.54
Ref Comp - 3 yards/ 3x	$ 172.41	$ 281.21	$ 453.62	$ 270.51	$ 724.13
Ref Comp - 3 yards/ 4x	$ 226.09	$ 374.95	$ 601.04	$ 360.70	$ 961.74
Ref Comp - 3 yards/ 5x	$ 279.77	$ 468.68	$ 748.45	$ 450.87	$ 1,199.32
Ref Comp - 3 yards/ 6x	$ 333.44	$ 562.42	$ 895.86	$ 541.03	$ 1,436.89
Ref Comp- 4 yards / 1 x	$ 78.49	$ 124.98	$ 203.47	$ 121.52	$ 324.99
Ref Comp- 4 yards / 2 x	$ 145.50	$ 249.96	$ 395.46	$ 243.00	$ 638.46
Ref Comp- 4 yards / 3 x	$ 212.47	$ 374.95	$ 587.42	$ 364.54	$ 951.96
Ref Comp - 4 yards/ 4x	$ 269.74	$ 499.93	$ 769.67	$ 480.86	$ 1,250.53
Ref Comp - 4 yards/ 5x	$ 334.34	$ 624.91	$ 959.25	$ 601.10	$ 1,560.35
Ref Comp - 4 yards/ 6x	$ 398.92	$ 749.89	$ 1,148.81	$ 721.30	$ 1,870.11

Commercial Green Waste Bin Services

Description	Service Component	Green Waste Disposal	Total Customer Rate
GW - 2 yards / 1 x	$ 48.54	$ 17.55	$ 66.09
GW - 2 yards / 2 x	$ 85.54	$ 35.10	$ 120.64
GW - 2 yards / 3 x	$ 122.56	$ 52.65	$ 175.21
GW - 2 yards / 4 x	$ 159.58	$ 70.20	$ 229.78
GW - 2 yards / 5 x	$ 196.57	$ 87.75	$ 284.32
GW - 2 yards / 6 x	$ 233.58	$ 105.30	$ 338.88
GW - 3 yards / 1 x	$ 56.48	$ 26.33	$ 82.81
GW - 3 yards / 2 x	$ 101.41	$ 52.65	$ 154.06
GW - 3 yards / 3 x	$ 146.35	$ 78.98	$ 225.33
GW - 3 yards / 4 x	$ 191.28	$ 105.30	$ 296.58
GW - 3 yards / 5 x	$ 236.22	$ 131.63	$ 367.85
GW - 3 yards / 6 x	$ 281.16	$ 157.95	$ 439.11
GW - 4 yards / 1 x	$ 64.37	$ 35.10	$ 99.47
GW - 4 yards / 2 x	$ 117.22	$ 70.20	$ 187.42
GW - 4 yards / 3 x	$ 170.06	$ 105.30	$ 275.36
GW - 4 yards / 4 x	$ 222.91	$ 113.40	$ 336.31
GW - 4 yards / 5 x	$ 275.77	$ 175.50	$ 451.27
GW - 4 yards / 6 x	$ 328.60	$ 210.70	$ 539.30

Miscellaneous Services

Description	Service Component	Tipping Fee Component	Total Service Fee	Program Cost	Total Customer Rate
Exchange/Replace Damaged/Stolen Barrel (in excess of one per year)	$ 16.86	$ -	$ 16.86	$ -	$ 16.86
Extra Pick-Up (Barrel)	$ 14.11	$ 0.52	$ 14.63	$ 0.53	$ 15.16
Extra Pick-Up (Bin)	$ 37.07	$ 8.05	$ 45.12	$ 8.12	$ 53.24
Extra Pick-Up (Compactor Bin)	$ 53.17	$ 22.40	$ 75.57	$ 22.59	$ 98.16
Temporary Bins (7 day usage)	$ 79.40	$ 15.60	$ 95.00	$ 15.74	$ 110.74
Temporary Bin - Extra Empty	$ 79.40	$ 15.60	$ 95.00	$ 15.74	$ 110.74
Recycling Bin Contamination Fee	$ 37.07	$ 8.05	$ 45.12	$ 8.12	$ 53.24
Locking Bin	$ 11.74	$ -	$ 11.74	$ -	$ 11.74
Steam Cleaning	$ 41.14	$ -	$ 41.14	$ -	$ 41.14
Pull-out 26-50 feet	$ 38.08	$ -	$ 38.08	$ -	$ 38.08
Pull-out 51-75 feet	$ 51.52	$ -	$ 51.52	$ -	$ 51.52
Pull-out 76-100 feet	$ 64.40	$ -	$ 64.40	$ -	$ 64.40
Pull-out 101-125 feet	$ 78.40	$ -	$ 78.40	$ -	$ 78.40
Pull-out 126-150 feet	$ 91.84	$ -	$ 91.84	$ -	$ 91.84
Pull-out Over 150 feet	$ 105.27	$ -	$ 105.27	$ -	$ 105.27
Dry Run Charge (Rolloff)	$ 59.46	$ -	$ 59.46	$ -	$ 59.46
Daily Roll-off Rental	$ 29.10	$ -	$ 29.10	$ -	$ 29.10

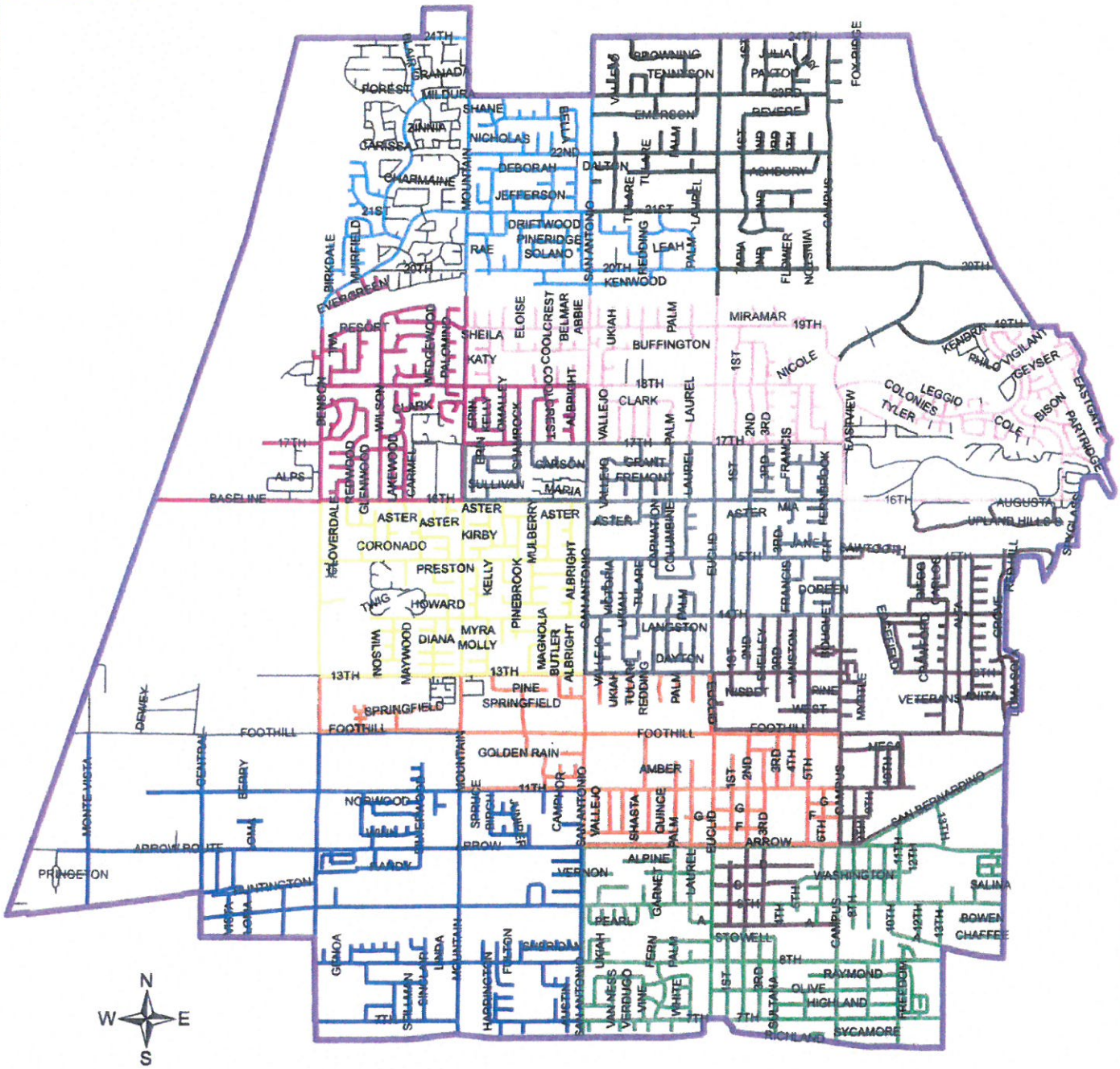
Household Hazardous Waste Credit to the City (7/1/2014) = $150,000 per year
Street Impact Fee Credit to the City (7/1/2014) = $200,000 per year
Credits to the City shall be specified and provided monthly in connection with the service bill.

EXHIBIT "A"
STREET SWEEPING SCHEDULE

Exhibit "A"

CITY OF UPLAND

Street Sweeping Map



Street Sweeping Schedule

- Monday 1st and 3rd
- Monday 2nd and 4th
- Tuesday 1st and 3rd
- Tuesday 2nd and 4th
- Wednesday 1st and 3rd
- Wednesday 2nd and 4th
- Thursday 1st and 3rd
- Thursday 2nd and 4th
- Friday 1st and 3rd
- Friday 2nd and 4th
- Private Streets

2 DAYS BEHIND TRASH

DOWNTOWN COMM'L &
MEMORIAL PKWY ----------(WEEKLY THURS 8AM)

ALLEYS 1ST CYCLE OF EACH MONTH
DURING MONTHS OF FEB–OCT

NO ALLEYS NOV–JAN

Copyright: ©2014 Esri, DeLorme, HERE

EXHIBIT "B"

FREQUENCY OF STREET SWEEPING SERVICES
GENERAL INFORMATION

i. All streets shall be swept two times per month unless otherwise indicated (522 curb miles x 2 = 1,044 curb miles/month or 12,528 curb miles/year).

ii. Foothill Boulevard (S.R. 66) and Euclid Avenue (S.R. 83) will be swept twice per month (17.5 curb miles x 2 = 35 curb miles/month or 420 curb miles/year).

iii. All alleys shall be swept twice a month between the months of February through October of each year (68 curb miles x 2 = 136 curb miles/month or 1,224 curb miles/year).

NOTE: New additional streets will be performed without additional compensation because enhanced prevailing solid waste collector rates will be effect and these services are included in the cost of service.

STAFF REPORT

ITEM NO. 11.F.

DATE:	June 24, 2019
TO:	MAYOR AND CITY COUNCIL
FROM:	ROSEMARY HOERNING, ACTING CITY MANAGER
PREPARED BY:	LONDA BOCK-HELMS, CPA, ACTING ADMINISTRATIVE SERVICES DIRECTOR
SUBJECT:	APPOINTMENT OF CLAIMS ADMINISTRATORS FOR THE CITY'S WORKERS' COMPENSATION AND SELF INSURANCE PROGRAMS

RECOMMENDED ACTION

It is recommended that the City Council adopt a Resolution approving the amendments to the professional services agreements with Keenan and Associates to provide Workers' Compensation Claims Management Services and for Carl Warren & Company to provide Claims Management Services for the City's Self Insurance Program; and authorize the Acting City Manager to execute all related documents.

GOAL STATEMENT

The proposed action supports the City's goals of reducing risk exposures, legal fees and other costs associated with Workers' Compensation and General Liability claims.

BACKGROUND

The City maintains two agreements with Third-Party Administrators (TPA's) to manage Workers' Compensation claims and General Liability claims.

Keenan and Associates has provided Workers' Compensation TPA services for the City since July 2013.

Carl Warren & Company has provided General Liability TPA services for the City since July 2004.

Due to the policy direction received from the City Council to continually verify that the City is receiving the best services for an acceptable cost, the City solicited proposals for both third party administrator services. In March of 2018, the City received four (4) proposals for

Workers' Compensation claim services and five (5) proposals for General Liability claim services. Staff reviewed each proposal for entity qualifications, proposed staffing, related firm experience, completeness of response, and contract price.

ISSUES/ANALYSIS

Staff developed and released Requests for Proposals to firms interested in providing TPA services to the City. After a thorough review of all submissions, staff identified Keenan and Associates as the most qualified firm for Workers' Compensation claim services and Carl Warren & Company as the most qualified firm for General Liability claim services.

Keenan and Associates has extensive experience in the judicious handling of public agency claims and expertise with the City of Upland's programs. Keenan's average closing ratio for the City since July 2016 has been 110%. They have partnered with the City's Human Resources Department on Return to Work, and have achieved a 700% increase in modified duty assignments since 2013. They have also worked with the City in implementing a Medical Provider Network in order to maintain greater control of Medical treatment, which has helped to control costs. In addition, they provide a team of qualified professionals who deliver quality results to City staff on a continuous basis.

Carl Warren & Company has been providing claims and litigation management services for the public sector for over 45 years, and has partnered with the City of Upland for 15 years. They work as an extension of the City to assist with claims resolution and subrogation recovery, while bringing consistency and stability to the City's Risk Management program.

While the other firms offered qualifications that met the minimum requirements of the City, Keenan and Associates and Carl Warren & Company outshined them on all aspects of the proposals, while offering competitive pricing. We feel that continuing these partnerships will ensure the City will continue to reduce costs, improve risk management practices, and provide quality services to staff and members of the community.

FISCAL IMPACTS

No additional appropriations are needed as this is a regularly budgeted service.
The FY 2019/20 operating budget includes allowances for Keenan and Associates' contract amount of $73,732 and Carl Warren & Company's contract amount of $46,200 and the FY 2020/21 operating budget will include budget for both of the above services in the amount of $75,944 for Keenan and Associates and $47,617 for Carl Warren & Company.

ALTERNATIVES

Provide alternative direction to staff.

ATTACHMENTS:

Resolution
Keenan and Associates Amendment
Carl Warren & Associates Amendment

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UPLAND APPROVING THE AMENDMENTS TO THE PROFESSIONAL AGREEMENTS WITH KEENAN AND ASSOCIATES TO PROVIDE WORKERS' COMPENSATION CLAIMS MANAGEMENT SERVICES, AND FOR CARL WARREN AND COMPANY TO PROVIDE CLAIMS MANAGEMENT SERVICES FOR THE CITY'S SELF INSURANCE PROGRAM.

Intent of the Parties and Findings

(i) The City of Upland solicited services in March of 2018 for a Workers' Compensations claims management Third-Party Administrator (TPA) and for Claims Management Services for the City's Self Insurance Program; and

(ii) Staff reviewed the qualifications of all respondents and determined Keenan and Associates was the most qualified to provide such services for Workers Compensation, and Carl Warren and Company was found to be the most qualified to provide such services for the City's Self Insured Insurance Program and entered into a one year agreement with both entities for indicated services; and

(iii) Both agreements have the option to extend the services for three additional one year terms; and

(iv) Both entities and the City of Upland are interested in extending the agreements for two additional one year terms;

NOW, THEREFORE, the City Council hereby finds, determines and resolves as follows:

Section 1. The recitals above are found to be true and adopted as findings.

Section 2. The Acting City Manager is hereby authorized and directed to execute all contracts and related documents.

Section 3. Certification. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED and ADOPTED this 24th day of June, 2019.

_____

Debbie Stone, Mayor

I, Keri Johnson, City Clerk of the City of Upland, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 24th day of June 2019, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

ATTEST: _____
Keri Johnson, City Clerk

AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES THIRD PARTY ADMINISTRATOR FOR THE CITY'S WORKERS' COMPENSATION PROGRAM

This Amendment hereby amends the **Claims Administration Agreement** ("Agreement") dated May **14, 2018** by and between **Keenan & Associates** and **City of Upland** (hereinafter referred to collectively as the "Parties") as follows:

WHEREAS, the current term of the Agreement shall expire on **June 30, 2019**; and

WHEREAS, the Parties desire to continue their relationship subject to the terms and conditions outlined in the Agreement;

NOW, THEREFORE, the Parties agree as follows:

1. The Agreement is hereby renewed for two additional **one (1)** year terms beginning on **July 1, 2019** and ending on **June 30, 2021** ("Renewal Term").

2. Client agrees to pay Keenan for services rendered under this Agreement as follows:

   a. $73,732 dollars shall be due and payable in equal monthly installments commencing on **July 1, 2019.**
   b. **$75,944** dollars shall be due and payable in equal monthly installments commencing on **July 1, 2020**.

3. All the remaining terms and conditions of the Agreement shall remain unchanged and in full force and effect, and shall govern the conduct of the Parties during the Renewal Term.

4. The effective date of this Amendment is **July 1, 2019**.

5. Each person signing this Amendment to the Agreement on behalf of a Party represents and warrants that he or she has the necessary authority to bind such Party and that this Amendment is binding on and enforceable against such Party.

IN WITNESS WHEREOF, the City and Consultant have approved this First Amended Agreement effective the day and year first above written.

CITY:

City of Upland
460 N. Euclid Ave.
Upland CA 91785

CONSULTANT:

Keenan and Associates
2355 Crenshaw Blvd., Suite 200
Torrence, CA 90501

By: _____
Rosemary Hoerning
Acting City Manager

By: _____
John Stephens,
Senior Vice President

ATTEST:

By: _____
Keri Johnson
City Clerk

APPROVED AS TO FORM:

By: _____
James L. Markman
City Attorney

AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES THIRD PARTY ADMINISTRATOR FOR THE CITY'S SELF INSURANCE PROGRAM

This Amendment hereby amends the **Claims Administration Agreement** ("Agreement") dated May **14, 2018** by and between **Carl Warren & Company** and **City of Upland** (hereinafter referred to collectively as the "Parties") as follows:

WHEREAS, the current term of the Agreement shall expire on **June 30, 2019**; and

WHEREAS, the Parties desire to continue their relationship subject to the terms and conditions outlined in the Agreement;

NOW, THEREFORE, the Parties agree as follows:

1. The Agreement is hereby renewed for two additional **one (1)** year terms beginning on **July 1, 2019** and ending on **June 30, 2021** ("Renewal Term").

2. Client agrees to pay Keenan for services rendered under this Agreement as follows:

   a. $46,200 dollars shall be due and payable in equal monthly installments commencing on **July 1, 2019.**

   b. **$47,617** dollars shall be due and payable in equal monthly installments commencing on **July 1, 2020**.

3. All the remaining terms and conditions of the Agreement shall remain unchanged and in full force and effect, and shall govern the conduct of the Parties during the renewal Term.

4. The effective date of this Amendment is **July 1, 2019**.

5. Each person signing this Amendment to the Agreement on behalf of a Party represents and warrants that he or she has the necessary authority to bind such Party and that this Amendment is binding on and enforceable against such Party.

IN WITNESS WHEREOF, the City and Consultant have approved this First Amended Agreement effective the day and year first above written.

CITY:

City of Upland
460 N. Euclid Ave.
Upland CA 91785

CONSULTANT:

Carl Warren & Company
17862 East 17th Street, Suite 111
Tustin, CA 90501

By: _____
Rosemary Hoerning
Acting City Manager

By: _____
Tom Boylan
President

ATTEST:

By: _____
Keri Johnson
City Clerk

APPROVED AS TO FORM:

By: _____
James L. Markman
City Attorney

STAFF REPORT

ITEM NO. 11.G.

DATE:	June 24, 2019
TO:	MAYOR AND CITY COUNCIL
FROM:	ROSEMARY HOERNING, ACTING CITY MANAGER
PREPARED BY:	LONDA BOCK-HELMS, CPA, ACTING ADMINISTRATIVE SERVICES DIRECTOR
SUBJECT:	APPROVE AMENDMENT TO AGREEMENT WITH HDL COMPANIES TO PROVIDE BUSINESS LICENSE COMPLIANCE AND OPERATIONS MANAGEMENT

RECOMMENDED ACTION

It is recommended that the City Council approve the first amendment to extend the original agreement with HdL Companies (HdL) to provide the City with a Business License Compliance and Operations Management Program for one additional year.

GOAL STATEMENT

The proposed action supports the City's goal for providing services in a cost efficient manner.

BACKGROUND

The City Council approved the original five year agreement with HdL Companies on April 14, 2014. This agreement expires June 30, 2019 but allows for three one (1) year additional terms.

The annual business license tax revenue and cost for the past five years are:

Period	Revenue	Cost
FY 13-14	$ 870,394	City administered
FY 14-15	$ 994,195	$ 99,048
FY 15-16	$ 873,568	$129,684
FY 16-17	$1,058,722	$124,407
FY 17-18	$1,036,158	$128,666

Renewal of the agreement is necessary in order to protect the City's business license revenue, maintain high levels of customer service, and enhance the ability to identify non-compliant businesses.

ISSUES/ANALYSIS

HdL Companies have long-served the City in providing both Property Tax Management Services and Sales and Use Tax Management Services. HdL's Professional Services team has the ability to manage all components of business license operations. Combined with their compliance management service, the City is positioned to benefit from increased revenues and improved customer service. HdL provides customer support with a service center that the business community can contact during normal business hours.

The Compliance Management program is designed to identify, register and collect from business entities which are not compliant with the City's Municipal Code. HdL obtains information from various government agencies to identify non-compliant businesses. HdL works closely with the City to provide assurances that everything from the language used in letters to collection practices meet the City's strict guidelines and philosophy in dealing with the public.

HdL will provide businesses with multiple options for registering, renewing, making payments, and will be responsible for answering all general licensing inquiries. A toll free number has been provided to access HdL's license specialists Monday-Friday from 8:00am to 5:00pm PST.

The City and its business community will continue to benefit from the online functionality of the HdL operations management program not otherwise available to the City without time and a large upfront cash investment. The City will continue to have access to a variety of services such as real-time reporting and account lookups. In addition, the business community will continue to have access to file their applications, update information, make payments, correspond with tax specialists and receive assistance for their business license questions online, 24 hours a day, 7 days a week.

Staff recommends that the City Council approve the first amendment to the original agreement with HdL Companies to provide business license operations management and compliance services. This will improve the efficiency in the administration and collection of the City's business license taxes and fees. The end result will be an increase in business license compliance along with increased business license revenues at cost savings to the City.

FISCAL IMPACTS

HdL currently bills $13.28 per account (approx. $65,000 per year) for each business license processed, and one time fees of 35% for revenues generated through discovery of new businesses and audit. It is anticipated that the continued compliance work performed by HdL will lead to the identification and collection of additional General Fund revenues. The anticipated cost for all services by HdL is included in the FY 2019/20 operating budget for $140,000.

ALTERNATIVES

Provide alternative direction to staff.

ATTACHMENTS:

Original HdL Agreement
HdL Agreement Amendment

AGREEMENT
FOR PROFESSIONAL CONSULTANT SERVICES
BUSINESS LICENSE COMPLIANCE & OPERATIONS MANAGEMENT AND CONSULTING SERVICES

THIS AGREEMENT is made and effective as of April 14, 2014 ("effective date"), between the City of Upland, a municipal corporation ("City") and HdL Software LLC ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM.** This Agreement shall commence on the effective date and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2019, unless sooner terminated pursuant to the provisions of this Agreement. The City may, upon mutual agreement, extend the contract for three one (1) year additional terms.

2. **SERVICES.** Consultant shall perform the services and tasks described and set forth in Exhibit A "Tasks to be Performed and Schedule", attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. City and Consultant may modify the schedule for performance if mutually agreed upon in writing.

3. **PERFORMANCE.** Consultant shall at all times faithfully, competently and to the best of his or her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **PAYMENT.**

a. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, "Payment Rates", attached hereto and incorporated herein by this reference as though set forth in full.

b. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

The City Manager may approve additional work up to a total of fifty thousand dollars ($50,000.00). Any additional work in excess of this amount shall be approved by the City Council.

c. Consultant will submit invoices no less than monthly for actual services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of consultant's fees it shall give written notice to Consultant within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

5. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE.**

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days' prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all

work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 4.

6. **DEFAULT OF CONSULTANT.** If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, or without fault or negligence of the Consultant, it shall not be considered a default.

7. **OWNERSHIP OF DOCUMENTS.**

a. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Except as indicated in subsection "c" below, upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared for the City in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the data in a standard format readable by the City using industry standard software and database systems.

c. Proprietary Information of Consultant. As used herein, the term "proprietary information" means any information which relates to Consultant's computer or data processing programs; data processing applications, routines, subroutines, techniques or systems; or business processes. City shall hold in confidence and shall not disclose to any other party any of Consultant's proprietary information in connection with this Agreement, or otherwise learned or obtained by the City in connection with this Agreement. Consultant shall retain ownership and rights to all

proprietary information. The obligations imposed by this Paragraph shall survive any expiration or termination of this agreement

8. **INDEMNIFICATION.**

a. The Consultant agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City.

b. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

9. **INSURANCE REQUIREMENTS.** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

(2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

(3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

(4) Professional Liability Insurance shall be written on a policy form providing professional liability for the Consultant's profession.

b. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

(1) General Liability: One million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: One million dollars ($1,000,000) per accident for bodily injury and property damage.

(3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars ($1,000,000) per accident for bodily injury or disease.

(4) Professional Liability coverage: Two million ($2,000,000) per claim and in aggregate.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(1) The City, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

(2) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

(3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

(4) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VIII, and admitted and licensed to do business in the State of California, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

f. Verification of Coverage. Consultant shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a

person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

10. **INDEPENDENT CONTRACTOR.**

a. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

c. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

11. **LEGAL RESPONSIBILITIES.** The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. Consultant is responsible for compliance with the Patient Protection and Affordable Care Act (2010), and City shall not be obligated to provide any health care coverage to Consultant. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

12. **RELEASE OF INFORMATION.**

a. All confidential information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant to any unauthorized party without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless

requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

b. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

13. **NOTICES.** Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (I) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Upland
Mailing Address:
P.O. Box 460
Upland, California 91785
460 North Euclid Avenue
Upland, California 91785
Attention: City Manager

To Consultant: *HdL Software LLC*
1340 Valley Vista Dr #200
Diamond Bar, CA 91765
Attention: Robert Gray, President

14. **ASSIGNMENT.** The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

15. **LICENSES.** At all times during the term of this Agreement, Consultant shall have in full force and effect, such licenses, permits and approvals (collectively the "Permits") as may be required by law for the performance of the services required by this Agreement. City shall assist HdL in obtaining such Permits.

16. **GOVERNING LAW.** The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this

Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Upland. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

17. **PROHIBITED INTEREST.** No officer, or employee of the City of Upland shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-contractors for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Upland has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Consultant or Consultant's sub-contractors on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

18. **ENTIRE AGREEMENT**. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. **AUTHORITY TO EXECUTE THIS AGREEMENT.** The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

20. **SEVERABILITY**. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

21. **WAIVER**. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

22. **CONSTRUCTION**. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

23. **COSTS**. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

24. **RESPONSIBILITY FOR ERRORS**. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or

explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

25. **ATTORNEYS' FEES**. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF UPLAND

Ray M. Musser, Mayor

Attest:

Stephanie A. Mendenhall, City Clerk

Approved As to Form:

Kimberly Hall Barlow, City Attorney

CONSULTANT

HdL Software LLC
1340 Valley Vista Dr #200
Diamond Bar, CA 91765
909-861-4335 (phone)
909-861-7726 (fax)

By:
Name: Robert Gray
Title: President

By: NA
Name:
Title:

(Two Signatures of Corporate Officers Required For Corporations)

EXHIBIT A

TASKS TO BE PERFORMED AND PERFORMANCE SCHEDULE

Operations Management Services

Consultant shall commence work on the project within 5 days from the date this agreement is executed by all parties. The timeline for implementation of the Operations Management Service is 60 days from the date this agreement is signed by all parties. Consultant and City shall immediately work to set up an implementation meeting to identify key milestones and project deliverable dates designed to ensure that businesses that are up for renewal on June 30th receive their renewal notices no later than 20 days prior to expiration.

Tax Registration Database Management – Consultant will transfer the City's existing databases as they relate to business license into Consultant's internal administration tools. Consultant will maintain the data and provide copies of data or reports at the City's request. City will not be required to use or maintain any software in house for managing the business license registry.

Renewal Processing – Send active business license accounts a renewal notice within 30 days of the renewal period end date. Accounts will receive all applicable forms necessary to complete the renewal process.

New Account Processing – Consultant will process any new business license applications and complete the new account registration process within the timeframe established by City.

Payment Posting/Processing – Consultant will process all payments for new and renewal accounts. License accounts will be updated with payment information and revenues will be remitted to the City net banking and related processing fees on no less than a monthly basis.

Business Support Center – Consultant will provide businesses with multiple support options for registering, renewing, making payments and for general inquiries. A toll free number will be provided to businesses in order to access one of our license specialists Monday-Friday 8:00am to 5:00pm Pacific. Businesses will also have access to support via mail, e-mail, fax, and via the Business Support Center On-Line.

On-Line Filing & Payment Processing – Consultant will make available options for businesses to visit a website, linked to the City's website, to submit online transactions.

Compliance Management Services

Consultant shall commence Compliance Management Services within 120 days from the date this agreement is signed by all parties.

Consultant will ensure a level playing field for the business community and maximized revenues to the City through the Compliance Management Program. Discovery services will be conducted to identify and register businesses that are subjected to license but not properly registered. Audit services will identify under reported tax liability for business and lodging providers. Collections Services will collect known debt from licensed accounts that do not pay in full during the registration or renewal process.

Discovery – The Discovery component of the Compliance Management Program will identify businesses subjected to taxation by the City which are not accurately registered or reporting through city-wide canvassing at least twice annually. The specific services to be performed which may include:

1. Identify non-compliant entities through cross matching of City tax registry with HdL business inventory

2. Notify businesses and attempt to obtain registration along with relevant documentation

3. Invoice businesses for total amount of business license tax and penalties identified for current and applicable prior periods

4. Educate businesses on proper reporting practices

Audit – Audit services are designed to identify businesses that are registered but not properly reporting or paying the correct amounts. The specific services to be performed which may include:

1. Identify potential underreporting and/or misclassified businesses by comparing City records with HdL business inventories

2. Review/Audit City approved potential underreporting businesses to determine compliance

3. Submit audit summaries to City staff and meet with staff to review and discuss further actions

4. Educate businesses on proper reporting practices

Collections – Collections services will be performed to collect from existing accounts that have not renewed their license and been delinquent for a minimum of 90 days.

1. Analyze non-renewed accounts and identify delinquent businesses

2. Remove from collections process all accounts that are no longer subjected to licensure or taxation

3. Notify delinquent businesses through a series of City approved collection methods

4. Work in conjunction with City staff to identify additional enforcement methods

Consulting Services – Tax Modification Program

Current Tax Registry Analysis – Consultant will conduct an analysis of the current business license ordinance and the City's tax registration database. Data will be compiled on the number of businesses, current tax revenues received by City, categories, and other related information in order to provide an accurate baseline for current models and the impact of changes.

Fee Analysis and Comparative Study – Using the data compiled from the registration analysis, as well as data compiled from other sources such as neighboring cities, consultant will prepare a report comparing the City's model and best practices to those of neighboring municipalities. The report will assist and provide the City with guidance as to possible positive changes to its current model. The report will also include filing options, sample tax forms, and other business license administration documents.

Modified Tax Structure Options – As a result of the findings of the comparison report, Consultant, in conjunction with City staff, will draft a series of possible business tax re-structuring options for City consideration. Options may include the proposing of gross receipt based taxes, employee based taxes, flat taxes or a hybrid of all mentioned options. Consultant will draft potential new and detailed structures to be used in the City's new ordinance. Consultant will also review and provide sample ordinance language from neighboring cities "model ordinances".

Reporting - Consultant shall provide City with the following three (3) standard monthly reports by the 15th of each month:

1) The "Remittance Summary Report" will accompany the monthly transfer of funds to the City and summarize the payment activity for the preceding month.

2) The "Remittance Detail Report" will provide the City with detailed transaction information for accounts processed during the preceding month.

3) The "Annual Report" will contain a summary of the preceding year's activity including counts of new businesses registered, businesses renewed, revenues collected, and other key administrative information.

Consultant shall provide at the request of the City up to five (5) new customized "ad-hoc report" requests per month at no additional charge to the City.

EXHIBIT B

PAYMENT RATES

I. Operations Management Services

Business License – Consultant's compensation for performing Operations Management Services related to business license is a fixed fee of $12 per processed account. City will be invoiced monthly for accounts processed during the quarter. For the Purpose of compensation calculation, processed account means any new registration processed by Consultant and accounts that are mailed a renewal notice by Consultant.

CPI Adjustment – Fees for Operations Management Services are adjusted at the beginning of each calendar year by the change in the Consumer Price Index –West Urban (CPI-WU) as reported by the Bureau of Labor Statistics. Each annual adjustment will not be less than two percent (2%) or greater than ten percent (10%).

II. Compliance Management Services

Discovery Services – Consultant's fee for performing discovery services shall be a contingency fee of 35% of the revenues received as a result of the service. This fee applies to monies received for the current tax/license period and any other prior period collected, including monies received for taxes, penalties, interest, and fees.

Audit Services – Consultant's fee for performing Audit services shall be a contingency fee of 35% of the revenues received as a result of the service. This fee applies to monies received for the current tax/license period and any other prior period collected, including monies received for taxes, penalties, interest, and fees.

Collection Services – Consultant's fee for performing collections services shall be a contingency fee of 25% of the revenues received as a result of the service. This fee applies to monies received for the current tax/license period and any other prior period collected, including monies received for taxes, penalties, interest, and fees.

III. Consulting Services

Tax Modification Program- Consultant's compensation for performing the tax modification program is a fixed fee of $7,500. The fixed fee will be invoiced to the City upon completion of the project.

Additional Consulting Services – City may request Consultant provide additional consulting services at any time during the term of the agreement. Consultant and City shall agree to the terms and scope of the additional services in writing and Consultant's fees for the additional services will be on a time and materials basis. Depending on the personnel assigned to perform the work, Consultant's standard hourly rates range between $75 and $275 per hour.

AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES BUSINESS LICENSE COMPLIANCE & OPERATIONS MANAGEMENT AND CONSULTING SERVICES

This **Amendment** to Agreement for Business License Compliance & Operations Management And Consulting Services is made and entered into as of the _____ day of _____ 2019 ("Agreement Date"), by and between the City of Upland, CA, a municipal corporation, hereinafter referred to as City, and HdL Software, LLC, a California company, hereinafter referred to as HdL.

WHEREAS, HdL and City entered into that certain Agreement for Business License Compliance & Operations Management and Consulting Services dated April 4, 2014 ("Original Agreement"), whereby HdL agreed to provide HdL's Business License Compliance & Operations Management And Consulting Services and related services; and

WHEREAS, HdL and City now desire to amend the Agreement to extend the term, and provide for the compensation of the continuing services on the terms and conditions set forth herein;

THEREFORE, it is agreed by City and HdL as follows:

1. **TERM OF AGREEMENT**
   The term of this Amendment shall commence on the Amendment execution date and shall continue until June 30, 2020. The process for termination can be found in Exhibit C of the original Agreement.

2. **FULL FORCE AND EFFECT**
   Except as modified pursuant to this amendment, all other terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY OF UPLAND, CA

By:_____
Name: _____
Title: _____

HdL SOFTWARE, LLC

By:_____
Robert Gray
President, HdL Software LLC

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

STAFF REPORT

ITEM NO. 14.A.

DATE:	June 24, 2019
TO:	MAYOR AND CITY COUNCIL
FROM:	ROSEMARY HOERNING, ACTING CITY MANAGER
PREPARED BY:	ROBERT D. DALQUEST, DEVELOPMENT SERVICES DIRECTOR DOUG ANDERSON, CONSULTANT
SUBJECT:	ISSUANCE OF SPECIAL TAX BONDS FOR COMMUNITY FACILITIES DISTRICT NO. 2015-1 (SYCAMORE HILLS), IMPROVEMENT AREA NO. 1

RECOMMENDED ACTION

It is recommended that the City Council, acting as legislative body of Community Facilities District No. 2015-1 (Sycamore Hills) adopt a Resolution to authorize the issuance of its Special Tax Bonds, Series 2019 (Improvement Area No. 1), and approving certain documents and taking certain other actions in connection therewith.

GOAL STATEMENT

The proposed action supports the City's goal of providing sound fiscal stewardship and providing decent housing, a suitable living environment, and expanded economic opportunities for citizens.

BACKGROUND

Community Facilities District No. 2015-1 (the "District") was formed and established by the City Council on November 23, 2015 following a public hearing by the Council, as legislative body of the District, and a landowner election which authorized the incurrence of bonded indebtedness and approved the levy of special taxes. Improvement Area No. 1 of the District is authorized to issue bonds in an aggregate principal amount not to exceed $10,000,000.

On September 20, 2017, Taylor Morrison of California, LLC, a California limited liability company (the "Builder"), purchased all of the real property within Improvement Area No. 1 of the District from Bravepark Property, LLC (the "Developer"), and entered into an Assignment and Assumption Agreement, with the City's prior written consent, of certain rights and

obligations of the Developer under the Development Agreement for the property within the District. The Builder is currently in the process of building and selling residences within Improvement Area No. 1 of the District (known as Westridge at Sycamore Hills) (See Exhibit A).

The Developer and the Builder jointly have requested the City to cause the District to issue the Bonds for Improvement Area No. 1 of the District. Since the time the District was formed, the development within Improvement Area No. 1 has proceeded and is in a condition such that it is anticipated there presently is sufficient value to support a successful sale of the Bonds to investors.

ISSUES/ANALYSIS

The proposed Special Tax Bonds (the "2019 Bonds") will be issued to finance certain public facilities and certain development impact fees of the City of Upland for public facility improvements necessary to meet the increased demands placed upon the public infrastructure as a result of the development of the property within District Improvement Area No. 1. The proposed 2019 Bonds will also fund bond issuance costs and a reserve fund. The special taxes will be levied by the District and collected by the San Bernardino County Treasurer-Tax Collector on taxable parcels within Improvement Area No. 1 of the District in the same manner and at the same time as ad valorem property taxes. The repayment of principal and interest on the 2019 Bonds will be secured solely by the special taxes levied within Improvement Area No. 1 of the District, and the 2019 Bonds will not be a debt of the City.

The 2019 Bonds will have a 30-year term and will be issued in two series (Series A on a tax-exempt basis, and Series B on a taxable basis) with a total estimated principal amount of approximately $9.27 million, with annual debt service payments of approximately $512,000 per year through 9/1/2027, and then increasing to approximately $548,000 per year through the final maturity of 9/1/2049. In furtherance of Section VIII of the City's Land Secured Financing Policy, debt service on the 2019 Bonds will be structured so that the annual special taxes (less an amount of $20,000 for the District's annual administrative expenses and based on the maximum special taxes authorized in the formation proceedings for Improvement Area No. 1) are projected to provide 110 percent debt service coverage for the 2019 Bonds in all years. The final repayment schedule will be determined when the 2019 Bonds are priced and final interest rates are determined, which is expected to occur by the third week of June.

The estimated closing date and distribution of proceeds would occur by the first week of July. A portion of the net proceeds will be deposited into an Escrow Fund at closing, to be released upon accomplishment of certain future project construction milestones.

<u>Summary of Documents</u>
Preliminary Official Statement – this is the District's offering document that will be presented to potential investors of the 2019 Bonds. The Preliminary Official Statement must disclose information considered to be "material" to the 2019 Bonds. In other words, the District must include in the Preliminary Official Statement, information that a reasonable investor would consider significant in making a decision to buy, sell, or hold a 2019 Bond. Accordingly, the Preliminary Official Statement includes information about the City and the District, as well as a summary of the terms and payment obligations of the District for the 2019 Bonds and disclosure to investors about the risks of investing in the 2019 Bonds. The final interest rates and terms will be inserted after the 2019 Bonds are priced.

1. Bond Indenture - this document defines the payment terms and conditions, and funds and accounts of the 2019 Bonds which will be administered by the Trustee, U.S. Bank N.A., on behalf of the District, including the debt service Reserve Account.
2. Bond Purchase Agreement - this document provides the terms and conditions by which the Underwriter, Hilltop Securities Inc., will purchase the 2019 Bonds. The final interest rates and terms will be inserted after the 2019 Bonds are priced.

3. Continuing Disclosure Agreement - the Disclosure Agreement defines the City's obligation to provide annual updates of information related to the District and the special tax revenues, for the benefit of the Bondholders and other interested parties, pursuant to federal regulations.

The City of Upland is not under any financial obligation or liability with the issuance of these bonds.

FISCAL IMPACTS

The proposed 2019 Bonds are limited obligations of the City payable solely from the special taxes collected in the District, and are not a debt of the City. All costs of issuance of the 2019 Bonds will be paid from bond proceeds.

The following are the good faith estimates from the City's underwriter and financial advisor pursuant to SB 450 (effective, January 1, 2018):

(A) The true interest cost of the Bonds is estimated at 4.15% per annum.
(B) The finance charge of the Bonds (i.e., the sum of all fees and charges paid to third parties) is estimated to be $351,030.
(C) Proceeds from the sale of the Bonds, less the finance charge of the Bonds described in item (B) and any reserves paid or funded with proceeds of the Bonds, are estimated to be $7,876,497.
(D) The total payment amount (i.e., the sum total of all debt service payments on the Bonds) is estimated to be $16,048,968.

ALTERNATIVES

Provide alternative direction to staff.

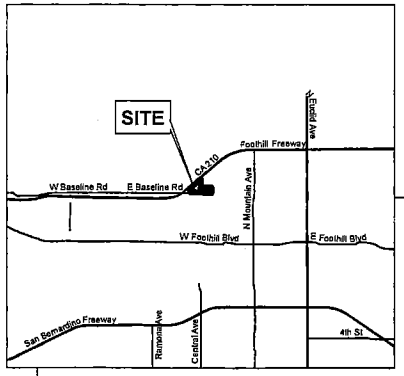
ATTACHMENTS:

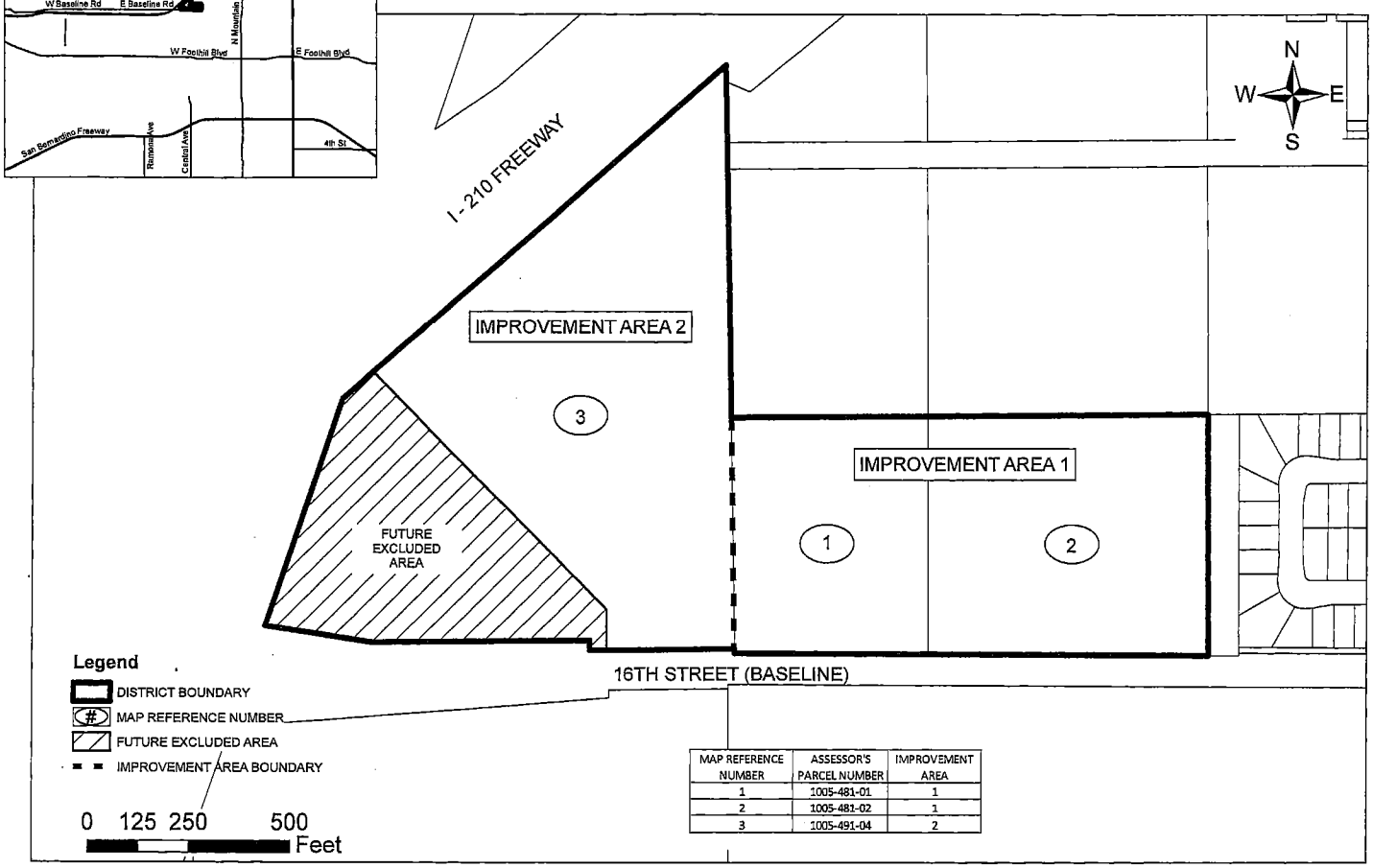
Exhibit A: Map of the District and Improvement Areas 1 & 2
Exhibit B: Resolution
Exhibit C: Preliminary Official Statement
Exhibit D: Bond Indenture
Exhibit E: Bond Purchase Agreement
Exhibit F: Continuing Disclosure Agreement

PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2015-1 (SYCAMORE HILLS)

CITY OF UPLAND
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

VICINITY MAP





MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER	IMPROVEMENT AREA
1	1005-481-01	1
2	1005-481-02	1
3	1005-491-04	2

Filed in the office of the City Clerk of City of Upland this 12 day of October, 2015

City Clerk
City of Upland

I hereby certify that the within map showing the proposed boundaries of Community Facilities District No. 2015-1 (Sycamore Hills) of the City of Upland, County of San Bernardino, State of California, was approved by the City Council of City of Upland at a regular meeting thereof, held on this 12 day of October, 2015, by its Resolution No. 6301

City Clerk
City of Upland

Reference is hereby made to the Assessor Maps of the County of San Bernardino for an exact description of the lines and dimensions of each lot and parcel,

San Bernardino County Recorder's Certificate

This map has been filed under Document Number 2015-0465103 this 27TH day of OCTOBER, 2015, at 4:01 pm, in Book 87 of ASSESSMENT MAPS at page 2, at the request of CITY OF UPLAND in the amount of $10.00.

Bob Dutton
Assessor-Recorder-Clerk
County of San Bernardino

By: Nicole Currie Ford
Deputy Recorder

Recorded in Official Records, County of San Bernardino
Doc#: 2015-0465103
10/27/2015 4:01 PM

WILLDAN Financial Services

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UPLAND, CALIFORNIA, ACTING AS LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2015-1 (SYCAMORE HILLS) OF THE CITY OF UPLAND, TO AUTHORIZE THE ISSUANCE OF ITS SPECIAL TAX BONDS, SERIES 2019 (IMPROVEMENT AREA NO. 1), AND APPROVING CERTAIN DOCUMENTS AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

Intent of the Parties and Findings

(i) In 2015, the City Council (the "City Council", and hereinafter sometimes referred to also as the "legislative body of the District") of the City of Upland, California (the "City"), has heretofore undertaken proceedings and declared the necessity of Community Facilities District No. 2015-1 (Sycamore Hills) of the City of Upland, County of San Bernardino, State of California (the "District") to issue bonds with respect to Improvement Area No. 1 designated therein, pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"); and

(ii) Based upon Resolution Nos. 6308 and 6310 adopted by the legislative body of the District on November 23, 2015 and an election held on November 23, 2015 authorizing the levy of a special tax and the issuance of bonds by Improvement Area No. 1 of the District, Improvement Area No. 1 of the District is authorized to issue bonds for one or more series, pursuant to the Act, in an aggregate principal amount not to exceed $10,000,000; and

(iii) At this time, the legislative body of the District desires to issue all or a portion of such authorized bonds for Improvement Area No. 1 of the District under the Act to finance certain public facilities which Improvement Area No. 1 of the District is authorized to finance, and the District desires to accomplish the financing of such public facilities necessary to meet the increased demands placed upon the public infrastructure and the City as a result of the development of the property within Improvement Area No. 1 of the District, including development impact fees therefor, through the issuance of bonds up to an aggregate principal amount not to exceed $10,000,000 to be designated as the "Community Facilities District No. 2015-1 (Sycamore Hills) of the City of Upland, County of San Bernardino, State of California, Special Tax Bonds, Series 2019 (Improvement Area No. 1)" (the "Bonds"); and

(iv) In order to effect the issuance of the Bonds, the City Council, as the legislative body of the District, desires to approve the form of a Preliminary Official Statement for the Bonds and to approve the forms of, and authorize the execution and delivery of, a Bond Indenture, a Bond Purchase Agreement, and a Continuing Disclosure Agreement for the Bonds, the forms of which are on file with the City Clerk; and

(v) The legislative body of the District has determined that it is prudent in the management of its fiscal affairs to issue the Bonds; and

(vi) The value of the real property in Improvement Area No. 1 of the District subject to the special tax to pay debt service on the Bonds is not less than three times the principal amount of the Bonds and the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Act or a special assessment levied on property within Improvement Area No. 1 of the District, which fact is required as a precondition to the issuance of the Bonds; and

(vii) On June 26, 2017, the City Council approved a local debt policy (the "Local Debt Policy") in furtherance of Section 8855(i) of the California Government Code, as amended by SB 1029, enacted as Chapter 307, Statutes of 2016.

NOW, THEREFORE, the City Council of the City of Upland, Acting as the Legislative Body of the Community Facilities District No. 2015-1 (Sycamore Hills) of the City of Upland, County of San Bernardino, State of California, hereby finds, determines and resolves as follows:

Section 1. The above recitals, and each of them, are true and correct.

Section 2. The legislative body of the District hereby determines that (a) the Local Debt Policy is consistent with the requirements of Government Code Section 8855(i), and (b) the proposed Bonds to be issued in accordance with the parameters set forth in this Resolution are consistent with the Local Debt Policy.

Section 3. The legislative body of the District hereby finds and determines that, as determined in accordance with Section 53345.8 of the Act and as required by the City of Upland amended and restated policies adopted on October 22, 2018 pursuant to Section 53312.7 of the Act (the "Mello-Roos Goals and Policies"), the value of the real property in Improvement Area No. 1 of the District subject to the special tax to pay debt service on the Bonds is not less than three times the principal amount of the Bonds and the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Act or a special assessment levied on property within Improvement Area No. 1 of the District. This determination is based on the value of the real property within Improvement Area No. 1 of the District in an appraisal prepared for the District, which appraisal has been made in a manner consistent with the Mello-Roos Goals and Policies.

Section 4. The issuance of the Bonds in an aggregate principal amount not to exceed $10,000,000 is hereby authorized, with the exact principal amount of the Bonds to be determined by the official signing the Bond Purchase Agreement in accordance with Section 7 below. The Bonds may be issued as a single issue, or as separate series, as determined by the City Manager in consultation with Bond Counsel to comply with applicable tax law. The legislative body of the District hereby determines that it is prudent in the management of its fiscal affairs to issue the Bonds. The Bonds shall mature on the dates and pay interest at the rates set forth in the Bond Purchase Agreement to be executed on behalf of the District in accordance with Section 7 hereof. The Bonds shall be governed by the terms and conditions of the Bond Indenture presented at this meeting, on file with the City Clerk and incorporated herein by reference (the "Indenture"). The Indenture shall be executed by the Mayor of the City of Upland (the "Mayor"), or in the absence of the Mayor, the Mayor Pro Tem of the City of Upland (the "Mayor Pro Tem"), or by the City Manager of the City of Upland (the "City Manager", and collectively with the Mayor and the Mayor Pro Tem, the "Authorized Officers") in substantially the form presented at this meeting, with such additions thereto and changes therein as may be approved by such officer upon consultation with Richards, Watson & Gershon, A Professional Corporation ("Bond Counsel"). Approval of such changes shall be conclusively evidenced by the execution and delivery of the Indenture by any one of the Authorized Officers. The date or dates, maturity or maturities, pledge or assignment of any revenues of Improvement Area No. 1 of the District to the repayment of the Bonds, the manner of investment of any bond proceeds and other revenues, manner of payment, interest rate or rates, interest payment dates, denominations, form, registration privileges, manner of execution, place of payment, terms of redemption, rebate provisions, funds designated to pay the costs of issuance of the Bonds, and other terms of the Bonds shall be as provided in the Indenture as finally executed and shall be in conformance with any such terms set forth in the Bond Purchase Agreement described in Section 7 below and Official Statement

described in Section 8 below and delivered to the purchasers of the Bonds. Capitalized terms used in this Resolution which are not defined herein have the meanings ascribed to them in the Indenture.

Section 5. The Bonds shall be executed on behalf of the District by the manual or facsimile signature of the Mayor and the seal of the District or the City of Upland, or a facsimile thereof may be impressed or imprinted thereon and attested with the manual or facsimile signature of the City Clerk. U.S. Bank National Association is hereby appointed to act as trustee for the Bonds.

Section 6. Pursuant to Section 53356.1 of the Act, the legislative body of the District hereby covenants, for the benefit of the Bondowners, to commence and diligently pursue any foreclosure action regarding delinquent installments of any amount levied as a special tax for the payment of interest or principal of the Bonds, such foreclosure action to be commenced and pursued as more completely set forth in the Indenture.

Section 7. The form of the Bond Purchase Agreement by and between the District and Hilltop Securities Inc. (the "Underwriter") presented at this meeting, on file with the City Clerk and incorporated herein by reference (the "Bond Purchase Agreement"), is hereby approved, and any one of the Authorized Officers is hereby authorized to execute the Bond Purchase Agreement in substantially the form hereby approved, with such additions thereto and changes therein as may be approved by such officer upon consultation with Bond Counsel. Approval of such additions and changes shall be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement; provided, however, that the Bond Purchase Agreement shall be signed only if the Bonds are purchased by the Underwriter at an overall interest rate that does not exceed 4.75% per annum for the issue as a whole (calculated utilizing the true interest cost method) and the discount paid to the Underwriter (exclusive of original issue discount) does not exceed 1.50% of the principal amount of the Bonds. The legislative body of the District hereby finds and determines, pursuant to Section 53360.4 of the Act, that the sale of the Bonds at a negotiated sale to the Underwriter, as contemplated by the Bond Purchase Agreement, will result in a lower overall cost than a public sale. Each of the Authorized Officers is authorized to determine the day on which the Bonds are to be priced in order to attempt to produce the lowest borrowing cost for the District and may reject any terms presented by the Underwriter if determined not to be in the best interest of the District.

Section 8. The form of the Preliminary Official Statement presented at this meeting, on file with the City Clerk and incorporated herein by reference (the "Preliminary Official Statement") is hereby approved, and the Underwriter is hereby authorized to distribute the Preliminary Official Statement to prospective purchasers of the Bonds in substantially the form hereby approved, together with such additions thereto and changes therein as are determined necessary by any one of the Authorized Officers, upon consultation with Bond Counsel and Disclosure Counsel, to make the Preliminary Official Statement final as of its date for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 of the Securities and Exchange Commission, including, but not limited to, such additions and changes as are necessary to make all information set forth therein accurate and not misleading. Each of the Authorized Officers is hereby authorized to execute a final Official Statement in substantially the form of the Preliminary Official Statement, together with such changes as are determined necessary by the Authorized Officer executing the Official Statement to make such Official Statement complete and accurate as of its date. The Underwriter is further authorized to distribute the final Official Statement for the Bonds and any supplement thereto to the purchasers thereof upon its execution on behalf of the District as described above.

Section 9. The form of the Continuing Disclosure Agreement presented at this meeting, on file with the City Clerk and incorporated herein by reference (the "Continuing Disclosure Agreement"), is hereby approved, and any one of the Authorized Officers is hereby authorized and directed to execute the Continuing Disclosure Agreement in substantially the form hereby approved, with such additions therein and changes thereto as the Authorized Officer or Authorized Officers executing the same deem necessary to cure any defect or ambiguity therein if such change does not materially alter the substance or content thereof, with such approval to be conclusively evidenced by the execution and delivery of the Continuing Disclosure Agreement.

Section 10. All actions heretofore taken by the Mayor, the Mayor Pro Tem, the City Manager, the Development Services Director, the Finance Officer/Administrative Services Director, the Public Works Director, and other officers and agents of the City of Upland and the District with respect to the issuance and sale of the Bonds, or in connection with or related to any of the agreements or documents referenced herein are hereby approved, confirmed, and ratified. The Mayor, each of the Authorized Officers, the Development Services Director, the Finance Officer/Administrative Services Director, the Public Works Director, and other officers and staff of the City of Upland and the District responsible for the fiscal affairs of the District are hereby authorized and directed to take any actions, and execute and deliver any and all documents as are necessary to accomplish (a) the issuance, sale and delivery of the Bonds in accordance with the provisions of this Resolution, (b) the transactions contemplated by the Indenture, the Bond Purchase Agreement, and the Continuing Disclosure Agreement, and (c) the fulfillment of the purposes of the Bonds as described in the Indenture, including, but not limited to, providing certificates as to the accuracy of any information relating to the District which is included in the Official Statement. Any document authorized herein to be signed by the City Clerk may be signed by a duly appointed deputy clerk.

Section 11. This Resolution shall take effect immediately upon its adoption.

Section 12. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED and ADOPTED this 24th day of June, 2019.

_____
Debbie Stone, Mayor

I, Keri Johnson, City Clerk of the City of Upland, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 24th day of June, 2019, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

ATTEST: _____
Keri Johnson, City Clerk

PRELIMINARY OFFICIAL STATEMENT DATED JUNE ___, 2019

NEW ISSUE – BOOK ENTRY ONLY **NOT RATED**

In the opinion of Richards, Watson & Gershon, A Professional Corporation, Bond Counsel, under existing law (i) assuming continuing compliance with certain covenants and the accuracy of certain representations, interest on the Tax-Exempt Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax, and (ii) interest on the Bonds is exempt from State of California personal income taxes. Interest on the Tax-Exempt Bonds may be subject to certain federal income taxes imposed only on certain corporations. Bond Counsel expresses no opinion as to any other tax consequences regarding the Bonds. INTEREST ON THE TAXABLE BONDS IS NOT EXCLUDED FROM GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES. For a more complete discussion of the tax aspects, see "TAX MATTERS" herein.

$5,435,000*
COMMUNITY FACILITIES DISTRICT NO. 2015-1
(SYCAMORE HILLS)
OF THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
SPECIAL TAX BONDS
SERIES 2019A (IMPROVEMENT AREA NO. 1)

$3,835,000*
COMMUNITY FACILITIES DISTRICT NO. 2015-1
(SYCAMORE HILLS)
OF THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
SPECIAL TAX BONDS
TAXABLE SERIES 2019B (IMPROVEMENT AREA NO. 1)

Dated: Date of Delivery **Due: September 1, as set forth on the inside front cover**

This cover page contains certain information for general reference only. It is not intended to be a summary of the security or terms of the Bonds. Investors are advised to read the entire Official Statement to obtain information essential to the making of an informed investment decision. Attention is hereby directed to certain risk factors more fully described herein. See "RISK FACTORS" herein.

The above-captioned Series 2019A Bonds (the "Series 2019A Bonds" or the "Tax-Exempt Bonds") and the Taxable Series 2019B Bonds (the "Series 2019B Bonds" or the "Taxable Bonds", and together with the Series 2019A Bonds/Tax-Exempt Bonds, the "Bonds") are being issued by the Communities Facilities District No. 2015-1 (Sycamore Hills) of the City of Upland, County of San Bernardino, State of California (the "District") pursuant to a Bond Indenture, dated as of [July] 1, 2019 (the "Indenture"), by and between the District and U.S. Bank National Association, as Trustee (the "Trustee"). Proceeds of the Bonds will be used to (i) finance certain public facility improvements serving property within the District, (ii) fund capitalized interest on the Deemed Escrow Bonds, (iii) fund a reserve account and escrow reserve account, and (iv) pay costs of issuance of the Bonds. See "ESTIMATED SOURCES AND USES OF FUNDS." The Bonds will be payable solely from and secured by Net Taxes and certain moneys in the Special Tax Fund (and designated accounts therein, but excluding the Administrative Expenses Account) established under the Indenture, as further described herein. Net Taxes are derived from certain special taxes levied on property within Improvement Area No. 1 of the District (the "Special Taxes") according to the rate and method of apportionment of special taxes approved by qualified electors of Improvement Area No. 1 and the City Council of the City of Upland, acting as the legislative body of the District. See "SECURITY FOR THE BONDS" herein.

Interest on the Bonds is payable on March 1 and September 1 of each year, commencing [March 1, 2020]. The Bonds will be issued in fully registered form and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository of the Bonds. Individual purchases of the Bonds may be made in book-entry form only, in denominations of $5,000 each or any integral multiple thereof. Purchasers will not receive certificates representing their interest in the Bonds purchased. Principal of, and interest on, the Bonds will be paid directly to DTC by the Trustee. Upon its receipt of payments of principal and interest, DTC is in turn obligated to remit such principal and interest to DTC participants for subsequent disbursement to the beneficial owners of the Bonds. See "THE BONDS – Book-Entry Only System" and "APPENDIX F – BOOK-ENTRY ONLY SYSTEM" herein.

The Bonds are subject to optional redemption,* mandatory sinking fund redemption* and extraordinary redemption prior to their maturity, as described herein. See "THE BONDS – Redemption" herein. A portion of the Series 2019A Bonds maturing on September 1, 2044 in the aggregate principal amount of $820,000* and on September 1, 2049 in the aggregate principal amount of $335,000* are subject to special mandatory redemption, without premium, on June 1, 2022 from amounts remaining on deposit in the Escrow Fund as of such date. See "THE BONDS – Redemption" and "SECURITY FOR THE BONDS – Escrow Fund" herein.

THE BONDS ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY FROM NET TAXES AND CERTAIN MONEYS ON DEPOSIT IN THE SPECIAL TAX FUND (AND DESIGNATED ACCOUNTS THEREIN BUT EXCLUDING THE ADMINISTRATIVE EXPENSES ACCOUNT) PLEDGED UNDER THE INDENTURE. NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY, THE COUNTY OF SAN BERNARDINO, THE STATE OF CALIFORNIA, OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS. EXCEPT FOR THE PORTION OF THE SPECIAL TAXES THAT CONSTITUTE NET TAXES UNDER THE INDENTURE, NO OTHER TAXES ARE PLEDGED TO THE PAYMENT OF THE BONDS.

Maturity Schedule
(see inside front cover page)

The Bonds are offered when, as and if issued, subject to the approval as to their legality by Richards, Watson & Gershon, Los Angeles, California, Bond Counsel. Certain legal matters will also be passed on for the District by Richards, Watson & Gershon, Los Angeles, California, as Disclosure Counsel and City Attorney. Certain legal matters will be passed on for the Underwriter by its counsel, Nixon Peabody LLP, Los Angeles, California. It is anticipated that the Bonds will be available for delivery in book-entry form through the facilities of DTC on or about ___, 2019.

Dated: _____, 2019

HilltopSecurities
A Hilltop Holdings Company

* Preliminary, subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the dated date of the Official Statement in its final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful.

MATURITY SCHEDULE*

$5,435,000*
COMMUNITY FACILITIES DISTRICT NO. 2015-1
(SYCAMORE HILLS)
OF THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
SPECIAL TAX BONDS
SERIES 2019A (IMPROVEMENT AREA NO. 1)

$100,000* ____% Term Bond due September 1, 2027,* Yield ___% CUSIP†
$2,860,000* ____% Term Bond due September 1, 2044,* Yield ___% CUSIP†
$2,475,000* ____% Term Bond due September 1, 2049,* Yield ___% CUSIP†

$3,835,000*
COMMUNITY FACILITIES DISTRICT NO. 2015-1 (SYCAMORE HILLS)
OF THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
SPECIAL TAX BONDS
TAXABLE SERIES 2019B (IMPROVEMENT AREA NO. 1)

$570,000* ____% Term Bond due September 1, 2025,* Yield ___% CUSIP†
$850,000* ____% Term Bond due September 1, 2030,* Yield ___% CUSIP†
$1,310,000* ____% Term Bond due September 1, 2035,* Yield ___% CUSIP†
$1,105,000* ____% Term Bond due September 1, 2039,* Yield ___% CUSIP†

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* Preliminary, subject to change.

† CUSIP is a registered trademark of the American Bankers Association. Copyright© 2019 American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by S&P Capital IQ on behalf of the American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for CUSIP Global Services. CUSIP numbers are provided for convenience of reference only. Neither the District, the City nor the Underwriter takes any responsibility for the accuracy of such numbers.

CITY OF UPLAND
San Bernardino County, California

City Council Members

Debbie Stone, *Mayor*
Janice Elliott, *Mayor Pro Tem*
Ricky Felix, *Council Member*
Rudy Zuniga, *Council Member*
Bill Velto, *Council Member*

City Staff

Rosemary Hoerning, *Acting City Manager*
Keri Johnson, *City Clerk*
James Markman, Esq., *City Attorney*

SPECIAL SERVICES

Bond and Disclosure Counsel

Richards, Watson & Gershon
A Professional Corporation
Los Angeles, California

Municipal Advisor
Urban Futures, Inc.
Tustin, California

Special Tax Consultant and Dissemination Agent

Willdan Financial Services
Temecula, California

Appraiser

Harris Realty Appraisal
Newport Beach, California

Trustee

U.S. Bank National Association
Los Angeles, California

No dealer, broker, salesperson or other person has been authorized by the City, the District or the Underwriter to give any information or to make any representations, other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by the City, the District or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale. This Official Statement is not to be construed as a contract with the purchasers of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as a representation of facts.

The information set forth herein has been obtained from the City, the District and other sources believed to be reliable, but the accuracy or completeness of such information is not guaranteed by, and should not be construed as a representation by, the Underwriter. The information and expressions of opinions herein are subject to change without notice and neither delivery of the Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District or the City since the date hereof. All summaries contained herein of the Indenture or other documents are made subject to the provisions of such documents and do not purport to be complete statements of any or all of such provisions. All statements made herein are made as of the date of this document by the City except statistical information or other statements where some other date is indicated in the text.

The Preliminary Official Statement has been "deemed final" as of its date by the District pursuant to Rule 15c2-12 of the Securities and Exchange Commission. The District has also undertaken to provide continuing disclosure on certain matters, including annual financial information and specific enumerated events, as more fully described herein under "CONTINUING DISCLOSURE."

The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The Bonds are exempt from registration with the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended. The Bonds have not been registered or qualified under the securities laws of any state. The Bonds will not be listed on any stock or securities exchange. Neither the Securities and Exchange Commission nor any other federal, state or other governmental entity or agency will have passed upon the accuracy or adequacy of the Official Statement or approved the Bonds for sale.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL ON THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITER MAY OFFER AND SELL THE BONDS TO CERTAIN DEALERS AND DEALER BANKS AND BANKS ACTING AS AGENT AND OTHERS AT PRICES LOWER THAN THE PUBLIC OFFERING PRICES STATED ON THE INSIDE FRONT COVER PAGE HEREOF AND SUCH PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements." Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "budget," or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involves known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Neither the District nor the City plans to issue any updates or revisions to those forward-looking statements if or when the expectations or events, conditions or circumstances on which such statements are based change.

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OFFICIAL STATEMENT

$5,435,000*
COMMUNITY FACILITIES DISTRICT NO. 2015-1
(SYCAMORE HILLS)
OF THE CITY OF UPLAND, COUNTY OF SAN
BERNARDINO, STATE OF CALIFORNIA
SPECIAL TAX BONDS
SERIES 2019A (IMPROVEMENT AREA NO. 1)

$3,835,000*
COMMUNITY FACILITIES DISTRICT NO. 2015-1
(SYCAMORE HILLS)
OF THE CITY OF UPLAND, COUNTY OF SAN
BERNARDINO, STATE OF CALIFORNIA
SPECIAL TAX BONDS
TAXABLE SERIES 2019B (IMPROVEMENT AREA NO. 1)

INTRODUCTION

This Introduction is qualified by reference to the more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described in this Official Statement. A full review should be made of the entire Official Statement. The offering of the Bonds to potential investors is made only by means of the entire Official Statement.

Purpose of Official Statement

The purpose of this Official Statement, which includes the cover page, table of contents and appendices hereto (the "Official Statement"), is to provide information concerning the sale of $5,435,000* aggregate principal amount of the Community Facilities District No. 2015-1 (Sycamore Hills) of the City of Upland, County of San Bernardino, State of California, Special Tax Bonds, Series 2019A (Improvement Area No. 1) (the "Tax-Exempt Bonds") and $3,835,000* aggregate principal amount of the Community Facilities District No. 2015-1 (Sycamore Hills) of the City of Upland, County of San Bernardino, State of California, Special Tax Bonds, Taxable Series 2019B (Improvement Area No. 1) (the "Taxable Bonds" and together with the Tax-Exempt Bonds, the "Bonds"). Capitalized terms used but not defined herein shall have the meanings set forth in the Bond Indenture, dated as of [July] 1, 2019 (the "Indenture"), by and between the Community Facilities District No. 2015-1 (Sycamore Hills) of the City of Upland, County of San Bernardino, State of California (the "District") and U.S. Bank National Association, as trustee (the "Trustee"). See "APPENDIX E – SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE" herein.

Authority for Issuance, Deemed Escrow Bonds and Use of Proceeds

The Bonds are authorized by and are being issued by the District pursuant to certain resolutions adopted by the City Council of the City of Upland, California, acting as the legislative body of the District (the "City Council"), the Indenture, and in accordance with the Mello-Roos Community Facilities Act of 1982, as amended, constituting Chapter 2.5 (commencing with Section 53311) of Division 2 of Title 5 of the California Government Code (the "Act"). See "THE BONDS – Authority for Issuance" herein.

A portion of the Tax-Exempt Bonds will be considered "Deemed Escrow Bonds", which is defined in the Indenture to mean, as of any date of determination, Series 2019A Bonds in a principal amount equal to the amount then on deposit in the Escrow Fund (excluding (i) any investment earnings allocable to such amount on deposit in the Escrow Fund and (ii) amounts on deposit in the Escrow Interest Account and the Escrow Reserve Account therein), which Series 2019A Bonds shall be deemed to be initially comprised of the following: $_____ aggregate principal amount of the Outstanding Series 2019A Term Bonds maturing on September 1, [2044] to which CUSIP Number _____ has been assigned; and $_____ aggregate principal amount of the Outstanding Series 2019A Term Bonds maturing on

* Preliminary, subject to change.

September 1, [2049] to which CUSIP Number _____ has been assigned." See "SECURITY FOR THE BONDS -- Escrow Fund."

Proceeds of the Bonds will be used to (i) finance certain public facility improvements serving property within the District, (ii) fund capitalized interest on the Deemed Escrow Bonds, (iii) fund a reserve account and escrow reserve account, and (iv) pay costs of issuance of the Bonds. See "ESTIMATED SOURCES AND USES OF FUNDS" and "PLAN OF FINANCE".

The City

The City is located in the western border of San Bernardino County (the "County"), bordered by the cities of Claremont, Montclair, Ontario and Rancho Cucamonga. The City is nestled at the base of the San Gabriel Mountains and encompasses 15.2 square miles. The City was incorporated on May 15, 1906. It has a council-manager form of government, with the Mayor and the Councilmembers elected at-large for staggered four-year terms. For certain information regarding the City and the County, see "APPENDIX A – GENERAL INFORMATION ABOUT THE CITY OF UPLAND AND SAN BERNARDINO COUNTY."

The District

The District and Improvement Area No. 1 contained therein were formed and established by the City on November 23, 2015 pursuant to the Act. The District is located within the western portion of the City, north of Foothill Boulevard (Historic Route 66) and Interstate 10. The District includes two improvement areas which are being developed into gated housing communities consisting of a total of 321 attached and detached condominiums. Improvement Area No. 1 occupies the eastern portion of the District and Improvement Area No. 2 occupies the western portion of the District. The development known as Westridge at Sycamore Hills is situated within the boundaries of Improvement Area No. 1 and is a gated community which will consist of a total of 145 detached condominium units at buildout on approximately 16.2 acres of land. Improvement Area No. 2 is expected to be developed into a gated community consisting of approximately 176 attached and detached condominiums on approximately 15.84 acres of land. **The Bonds are only secured by the Special Taxes from taxable property within Improvement Area No. 1.** See "THE DISTRICT."

Property Ownership

The largest owner of taxable property within Improvement Area No. 1 is Taylor Morrison of California, LLC, a California limited liability company ("Taylor Morrison" or "Landowner"). Taylor Morrison is developing the property in Improvement Area No. 1 that is subject to the Special Tax. As of April 15, 2019, of the 145 lots in Improvement Area No. 1, Taylor Morrison owned 110 lots (approximately 76%) and the remaining 35 lots were owned by individual homeowners. For more detailed information about the Landowner and proposed development plans for the property in Improvement Area No. 1, see "PROPERTY OWNERSHIP AND PROPOSED DEVELOPMENT."

Appraisal

An appraisal of the property within Improvement Area No. 1 of the District, dated April 25, 2019 (the "Appraisal"), was prepared by Harris Realty Appraisal, Newport Beach, California (the "Appraiser") in connection with issuance of the Bonds. The purpose of the Appraisal was to ascertain the "as is" market value of the fee simple estate as of the April 15, 2019 date of value for the taxable property in Improvement Area No. 1, which consisted of 35 completed homes owned by individual homeowners, 19 completed homes owned by Taylor Morrison, of which 7 are under contract with homebuyers (including 4 model homes), 6 homes under construction and 85 physically finished lots. Subject to the assumptions and limitations contained in the Appraisal, the Appraiser estimated that the fee simple interest in the subject property, subject to the lien of the

Special Taxes, had an estimated aggregate value of $46,500,000. There is no assurance that any of the property within Improvement Area No. 1 can be sold for the appraised value described herein, or for a price sufficient to pay the principal of and interest on the Bonds in the event of a default in payment of Special Taxes by the current landowner or future landowners within Improvement Area No. 1. See "RISK FACTORS — Appraised Values" and APPENDIX C — "APPRAISAL REPORT" herein.

Security and Sources of Payment

The Bonds will be payable solely from and secured by a first pledge of Net Taxes and moneys deposited in the Special Tax Fund (and the accounts therein including the Interest Account, the Principal Account, the Redemption Account and the Reserve Account, to the extent provided in the Indenture, but excluding the Administrative Expenses Account) and amounts in the Escrow Fund (to the limited extent described in the Indenture). Net Taxes mean, generally, Special Taxes received by the District, less amounts set aside to pay the Administrative Expenses (as defined in the Indenture, see "APPENDIX E- SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE - Definitions") not to exceed the Administrative Expenses Priority Amount (defined in the Indenture as $20,000 per Bond Year). "Special Taxes" is defined in the Indenture to mean the taxes authorized to be levied by the District on property within Improvement Area No. 1 in accordance with the Ordinance, the Resolution of Formation, the Act and the voter approval obtained at the November 23, 2015 election in Improvement Area No. 1, including any scheduled payments and any Prepayments thereof, the net proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes to the amount of said lien, and penalties and interest thereon.

The Special Taxes will be levied by the District and collected by the San Bernardino County Treasurer-Tax Collector in the same manner and at the same time as ad valorem property taxes. The District has covenanted in the Indenture to cause foreclosure proceedings to be commenced and prosecuted against parcels with delinquent Special Taxes under certain circumstances. For a more detailed description of the foreclosure covenant see "SECURITY FOR THE BONDS - Covenant to Commence Foreclosure Proceedings." There is no assurance that the property within Improvement Area No. 1 can be sold for the appraised value described herein, or for a price sufficient to pay the principal of and interest on the Bonds in the event of a default in payment of Special Taxes by the current landowners or future landowners within Improvement Area No. 1. See "RISK FACTORS — Appraised Values" and APPENDIX C — "APPRAISAL REPORT" herein.

The District has established a Reserve Account pursuant to the Indenture. The Reserve Requirement shall be calculated separately with respect to each Series of Bonds and is defined in the Indenture to mean, as of the date of calculation, an amount equal to the least of (i) Maximum Annual Debt Service on the then Outstanding Bonds of such Series; (ii) 10% of the original amount of the Bonds of such Series ("amount" meaning the principal amount of such Series of the Bonds, unless the Series was issued with original issue discount greater than two percent of the principal amount, or original issue premium greater than the sum of two percent of the principal amount plus original issue premium attributable exclusively to reasonable underwriters' compensation, in which case "amount" means issue price); or (iii) 125% of average Annual Debt Service on the then Outstanding Bonds of such Series; provided, that during the Series 2019A Initial Reserve Period, the "Reserve Requirement" for the Series 2019A Bonds shall mean the Series 2019A Initial Reserve Requirement.

"Series 2019A Initial Reserve Period" shall mean the period commencing on the Delivery Date through and including the last day of the Bond Year ending September 1, 2039. "Series 2019A Initial Reserve Requirement" shall mean, with respect to the Series 2019A Initial Reserve Period, that fixed amount equal to the least of the following, determined as of the Delivery Date for the Series 2019A Bonds: (i) Maximum Annual Debt Service on all Series 2019A Bonds; (ii) 10% of the original amount of all Series 2019A Bonds ("amount" meaning the principal amount of all Series 2019A Bonds on their Delivery Date, unless the Series

2019A Bonds were issued with original issue discount greater than two percent of the principal amount, or original issue premium greater than the sum of two percent of the principal amount plus original issue premium attributable exclusively to reasonable underwriters' compensation, in which case "amount" means issue price); or (iii) 125% of average Annual Debt Service on all Series 2019A Bonds. See "SECURITY FOR THE BONDS – Special Tax Fund – Reserve Account."

A portion of the Tax-Exempt Bonds will be considered "Deemed Escrow Bonds", which is defined in the Indenture to mean, as of any date of determination, Series 2019A Bonds in a principal amount equal to the amount then on deposit in the Escrow Fund (excluding (i) any investment earnings allocable to such amount on deposit in the Escrow Fund and (ii) amounts on deposit in the Escrow Interest Account and the Escrow Reserve Account therein), which Series 2019A Bonds shall be deemed to be initially comprised of the following: $_____ aggregate principal amount of the Outstanding Series 2019A Term Bonds maturing on September 1, [2044] to which CUSIP Number _____ has been assigned; and $_____ aggregate principal amount of the Outstanding Series 2019A Term Bonds maturing on September 1, [2049] to which CUSIP Number _____ has been assigned." See "SECURITY FOR THE BONDS -- Escrow Fund."

Risk Factors

Investment in the Bonds involves risks that may not be appropriate for some investors. See "RISK FACTORS" for a discussion of certain risk factors which should be considered, in addition to the other matters set forth in this Official Statement, in considering the investment quality of the Bonds.

Miscellaneous

The summaries of and references to all documents, statutes, reports and other instruments referred to herein do not purport to be complete, comprehensive or definitive, and each such summary and reference is qualified in its entirety by reference to each such document, statute, report or other instrument. Included in this Official Statement are summaries of certain provisions of the Indenture and Appraisal. Copies of the Indenture and Appraisal are available for inspection at the offices of the City, and copies of such documents will be provided by the City upon request and payment of duplication costs.

ESTIMATED SOURCES AND USES OF FUNDS

The proceeds from the sale of the Bonds will be deposited into the following funds and accounts established under the Indenture:

SOURCES	Tax-Exempt Bonds	Taxable Bonds
Principal Amount of Bonds	$	$
Plus/Less: Original Issue Premium/Discount		
Less: Underwriter's Discount	( )	( )
Total Sources	$	$
USES		
Improvement Fund	$	$
Escrow Fund		
Escrow Interest Account (Capitalized Interest)(1)	--	
Costs of Issuance Fund (2)		
Reserve Account (3)		
Escrow Reserve Account(4)		
Total Uses	$	$

(1) Amounts will be used to fund capitalized interest on the Deemed Escrow Bonds through and including June 1, 2022.
(2) Includes printing costs, appraisal costs, filing and recording fees, fees and charges of the Trustee and its legal counsel, expenses incurred by the City in connection with the issuance of the Bonds, legal fees and charges, including bond counsel and disclosure counsel, and municipal advisor's fees, and other costs, charges and fees in connection with the foregoing.
(3) Equal to the pro rata portion of the Series 2019A Initial Reserve Requirement allocable to all Series 2019A Bonds other than Deemed Escrow Bonds and the initial Reserve Requirement for the Taxable Bonds, as applicable, as of their date of delivery.
(4) Equal to the pro rata portion of the Series 2019A Initial Reserve Requirement allocable to Deemed Escrow Bonds.

PLAN OF FINANCE

Tax-Exempt Bonds. A portion of the proceeds of the Tax-Exempt Bonds will used to finance certain public facility improvements serving properties within the District, including storm drains, water, reclaimed water and sewer lines, gas main extension, undergrounding and relocation of dry utilities to be owned by public utilities, and street improvements including new medians, landscape and irrigation, pavement, lighting, signage and striping, parkway improvements, adjacent sidewalk, driveway entrances, curb and gutter and traffic signals. All the facilities to be financed with Bond proceeds have been completed. The following table lists the facilities expected to be financed with the proceeds of the Bonds and the estimated costs:

Description of Facilities	
City Storm Drain	$762,366
Storm Drain along Baseline, Parkview	1,029,971
Baseline Road Sewer Line	580,064
Domestic Water Line	840,361
Reclaimed Water Line Extension	280,015
Traffic Signalization	283,877
Underground existing Verizon lines	252,168
Underground existing Edison lines	943,542
Total	**$4,972,366**

Source: Bravepark Property LLC

Taxable Bonds. A portion of the proceeds of the Taxable Bonds will used to finance certain capital

facilities fees relating to public facility improvements serving properties within the District. Such eligible fees and estimated costs are set forth in the following table.

Description of Facilities	
General	$143,985
Fire	73,080
Police	130,790
Parks	1,551,500
Traffic	276,080
Water	546,360
Sewer	189,225
Storm Drain	414,120
Water Meter	10,875
Total	**$3,336,015**

Source: Bravepark Property LLC

THE BONDS

General

The Bonds will be dated the date of their delivery and will mature in the amounts and on the dates set forth on the cover page of this Official Statement. The Bonds will be issued in fully registered form in denominations of $5,000 each or any integral multiple of $5,000. The Bonds will bear interest at the annual rates set forth on the cover page of this Official Statement, payable semiannually on each March 1 and September 1, commencing [March 1, 2020] (each, an "Interest Payment Date"). Interest will be calculated on the basis of a 360-day year composed of twelve 30-day months.

Principal of and interest on the Bonds (including the final interest payment upon maturity or earlier redemption), is payable by check of the Trustee mailed by first class mail to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Trustee at the close of business on the Record Date preceding the Interest Payment Date, or by wire transfer made on such Interest Payment Date upon written instructions of any Owner of $1,000,000 or more in aggregate principal amount of Bonds delivered to the Trustee prior to the applicable Record Date. Each Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless: (i) such date of authentication is an Interest Payment Date in which event interest shall be payable from such date of authentication, (ii) the date of authentication is after a Record Date but prior to the immediately succeeding Interest Payment Date, in which event interest shall be payable from the Interest Payment Date immediately succeeding the date of authentication, or (iii) the date of authentication is prior to the close of business on the first Record Date occurring after the date of issuance of the Bonds, in which event interest shall be payable from the dated date of the Bonds.

The principal of the Bonds and any premium on the Bonds are payable in lawful money of the United States of America upon surrender of the Bonds at the Principal Office of the Trustee.

Authority for Issuance

District Proceedings. The Bonds are issued pursuant to the Act and the Indenture. In addition, as required by the Act, the City Council has taken the following actions with respect to establishing the District and authorizing issuance of the Bonds:

Resolutions of Intention: On October 12, 2015, the City Council adopted a resolution stating its intention to establish the District, to designate improvement areas therein, to authorize the levy of a special tax therein. On that same day, the City Council adopted a resolution stating its intention to incur bonded indebtedness in an amount not to exceed $10,000,000 for Improvement Area No. 1 and $14,000,000 for Improvement Area No. 2 within the District and submitting that proposition to the respective qualified electors of each improvement area in the District.

Resolution of Formation and Resolution Declaring Necessity to Incur Bonded Indebtedness: Following a noticed public hearing, the City Council adopted, on November 23, 2015, a resolution (the "Resolution of Formation") which established the District, designated Improvement Area No. 1 and Improvement Area No. 2 therein and authorized the levy of a special tax within the improvement areas of the District. On that same day, the City Council adopted a resolution declaring the necessity to incur bonded indebtedness in an amount not to exceed $10,000,000 for Improvement Area No. 1 and $14,000,000 for Improvement Area No. 2 within the District and submitting that proposition to the respective qualified electors of each improvement area in the District. The City Council called an election by the landowners within each improvement area of the District for the same date on the issues of the levy of the respective special taxes, and the incurring of bonded indebtedness.

Landowner Election and Declaration of Results: On November 23, 2015, an election was held within Improvement Area No. 1 and Improvement Area No. 2 of the District in which the qualified landowner electors approved ballot propositions authorizing the issuance of bonds in the not to exceed amount of $10,000,000 for Improvement Area No. 1 and $14,000,000 for Improvement Area No. 2 to finance the construction of the facilities, the levy of a special tax within Improvement Area No. 1 and Improvement Area No. 2 and the establishment of an appropriations limit for the District. On November 23, 2015, the City Council adopted a resolution under which the City Council approved the canvass of the votes and declared the District to be fully formed with the authority to levy special taxes for each improvement area, to incur the bonded indebtedness and to have the established appropriations limit.

Ordinance Levying Special Taxes: On December 14, 2015, the City Council adopted an ordinance authorizing the levy of the Special Tax within Improvement Area No. 1 of the District (the "Ordinance").

Special Tax Lien and Respective Levy: A Notice of Special Tax Lien for Improvement Area No. 1 was recorded in the real property records of San Bernardino County on December 15, 2015.

Resolution Authorizing Issuance of the Bonds: On _____, 2019, the City Council adopted a resolution approving issuance of the Bonds in an amount not to exceed $10,000,000 for Improvement Area No. 1.

City's Goals and Policies. As required by the Act, the City adopted "Amended and Restated Goals and Policies for Mello-Roos Community Facilities District Financings" by Resolution No. 6472 adopted on October 22, 2018 (the "Goals and Policies"). The Goals and Policies establish certain credit quality requirements for bonds issued by community facilities districts and improvement areas therein, namely a 3:1 ratio of property value to the lien of the Bonds and other public indebtedness secured by a lien on real property currently existing against the properties to be taxed. Property value may be based on an appraisal or on assessed values as indicated on the county assessor's tax roll.

The Goals and Policies also require that, for residential property, the maximum annual special tax, together with ad valorem property taxes, and all other special assessments or special taxes collected or to be

collected on the annual tax bill for each developed parcel at the time of bond issuance, may not exceed 2% of such parcel's projected assessed value.

Debt Service Schedule*

The following table presents the annualized debt service on the Bonds (including sinking fund redemptions), assuming there are no optional redemptions.

Year Ending September 1	Tax-Exempt Bonds*	Taxable Bonds*	Total Debt Service*
2020	$204,765.00	$196,977	$401,742.00
2021	196,150.00	314,070	510,220.00
2022	200,850.00	313,805	514,655.00
2023	200,400.00	313,345	513,745.00
2024	199,950.00	312,690	512,640.00
2025	199,500.00	311,840	511,340.00
2026	199,050.00	315,020	514,070.00
2027	198,600.00	312,760	511,360.00
2028	238,150.00	310,280	548,430.00
2029	236,293.76	312,580	548,873.76
2030	234,437.50	314,440	548,877.50
2031	237,581.26	309,885	547,466.26
2032	240,556.26	310,085	550,641.26
2033	233,362.50	314,795	548,157.50
2034	236,337.50	313,770	550,107.50
2035	234,143.76	312,255	546,398.76
2036	236,950.00	310,250	547,200.00
2037	234,587.50	312,500	547,087.50
2038	232,225.00	314,000	546,225.00
2039	239,862.50	309,750	549,612.50
2040	547,162.50		547,162.50
2041	549,000.00		549,000.00
2042	550,331.26		550,331.26
2043	546,156.26		546,156.26
2044	546,643.76		546,643.76
2045	546,625.00		546,625.00
2046	550,525.00		550,525.00
2047	548,725.00		548,725.00
2048	546,400.00		546,400.00
2049	548,550.00		548,550.00
Total:	**$9,913,871.32**	**$6,135,097**	**$16,048,968.32**

Source: Underwriter

Redemption

Optional Redemption.* The Bonds maturing on or before September 1, 2026 are not subject to optional redemption prior to maturity. The Bonds maturing on or after September 1, 2027 shall be subject to optional redemption prior to maturity and may be redeemed, at the option of the District, from any source of

* Preliminary, subject to change.

funds on any date on or after September 1, 2026 in whole, or in part, from such maturities as are selected by the District and by lot within a maturity, at the following redemption prices, expressed as a percentage of the principal amount to be redeemed, together with accrued interest to the date of redemption:

Redemption Dates*	Redemption Price
September 1, 2026 through August 31, 2027	103%
September 1, 2027 through August 31, 2028	102
September 1, 2028 through August 31, 2029	101
September 1, 2029 and thereafter	100

Mandatory Sinking Fund Redemption. *

Tax-Exempt Bonds.* The Tax-Exempt Bonds maturing on September 1, 2027, September 1, 2044 and September 1, 2049 (collectively, the "Tax-Exempt Term Bonds") shall be called before maturity and redeemed, from the Sinking Fund Payments that have been deposited into the Redemption Account, on each September 1 in accordance with the respective schedules of Sinking Fund Payments set forth below. The Tax-Exempt Term Bonds so called for redemption will be selected by the Trustee by lot and will be redeemed at a redemption price for each redeemed Tax-Exempt Term Bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, as follows:

Tax-Exempt Term Bonds Maturing on September 1, 2027*

Redemption Date* (September 1)	Principal Amount*
2021	$10,000
2022	15,000
2023	15,000
2024	15,000
2025	15,000
2026	15,000
2027 (maturity)	15,000

* Preliminary, subject to change.

Tax-Exempt Term Bonds Maturing on September 1, 2044*

Redemption Date* (September 1)	Principal Amount*
2028	$ 55,000
2029	55,000
2030	55,000
2031	60,000
2032	65,000
2033	60,000
2034	65,000
2035	65,000
2036	70,000
2037	70,000
2038	70,000
2039	80,000
2040	390,000
2041	405,000
2042	420,000
2043	430,000
2044 (maturity)	445,000

Tax-Exempt Term Bonds Maturing on September 1, 2049*

Redemption Date* (September 1)	Principal Amount*
2045	$460,000
2046	480,000
2047	495,000
2048	510,000
2049 (maturity)	530,000

Taxable Bonds.* The Taxable Bonds maturing on September 1, 2025, September 1, 2030, September 1, 2035 and September 1, 2039 (collectively, the "Taxable Term Bonds") shall be called before maturity and redeemed, from the Sinking Fund Payments that have been deposited into the Redemption Account, on each September 1 in accordance with the respective schedules of Sinking Fund Payments set forth below. The Taxable Term Bonds so called for redemption will be selected by the Trustee by lot and will be redeemed at a redemption price for each redeemed Taxable Term Bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, as follows:

Taxable Term Bonds Maturing on September 1, 2025*

Redemption Date* (September 1)	Principal Amount*
2021	$135,000
2022	140,000
2023	145,000
2024 (maturity)	150,000

Taxable Term Bonds Maturing on September 1, 2030*

Redemption Date* (September 1)	Principal Amount*
2025	$155,000
2026	165,000
2027	170,000
2028	175,000
2029 (maturity)	185,000

Taxable Term Bonds Maturing on September 1, 2035*

Redemption Date* (September 1)	Principal Amount*
2030	$195,000
2031	200,000
2032	210,000
2033	225,000
2034	235,000
2035 (maturity)	245,000

Taxable Term Bonds Maturing on September 1, 2039*

Redemption Date* (September 1)	Principal Amount*
2036	$255,000
2037	270,000
2038	285,000
2039 (maturity)	295,000

In the event of a partial optional redemption or extraordinary redemption of the Tax-Exempt Term Bonds or the Taxable Term Bonds, each of the remaining Sinking Fund Payments for such Tax-Exempt Term Bonds or Taxable Term Bonds, as applicable, will be reduced, as nearly as practicable, on a *pro rata* basis, in integral multiples of $5,000.

Extraordinary Redemption.* The Bonds are subject to extraordinary redemption as a whole, or in part proportionately between the Series 2019A Bonds and the Series 2019B Bonds as described further below, and on a pro rata basis among maturities of each such Series in integral multiples of $5,000, as nearly as possible, on any Interest Payment Date, and shall be redeemed by the Trustee, from Prepayments deposited to the Redemption Account, plus any amounts authorized to be transferred from the Reserve Account pursuant to the Indenture, at the following redemption prices, expressed as a percentage of the principal amount to be redeemed, together with accrued interest to the redemption date:

Redemption Dates*	Redemption Price
On or before March 1, 2027	103%
September 1, 2027 and March 1, 2028	102
September 1, 2028 and March 1, 2029	101
September 1, 2029 and thereafter	100

* Preliminary, subject to change.

For purposes of the proportionate allocation of any such extraordinary redemption from Prepayments between the Series 2019A Bonds and the Series 2019B Bonds described above, "proportionately" shall mean calculated with respect to the then Outstanding principal amount of each such Series, as nearly as possible in view of the $5,000 minimum denomination of the Bonds per the Indenture; provided, if the implementation of such a proportionate allocation requires more Bonds of one Series to be redeemed than Bonds of the other Series to accommodate the $5,000 minimum denominations or otherwise, the District shall give priority to redeem more Series 2019A Bonds than Series 2019B Bonds.

Special Mandatory Redemption from Escrow Fund Transfer. So long as moneys remain on deposit in the Escrow Fund, the Deemed Escrow Bonds are subject to special mandatory redemption on June 1, 2022 in whole, or in part, from such maturities of the Deemed Escrow Bonds as are selected by the District and by lot within a maturity, from amounts transferred from the Escrow Fund to the Redemption Account pursuant to the Indenture, in integral multiples of $5,000, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest thereon to the date of redemption, without premium.

In the event of a special mandatory redemption of Deemed Escrow Bonds from Escrow Fund transfers pursuant to the Indenture, each of the remaining Sinking Fund Payments for the maturity of Series 2019A Term Bonds of which the Deemed Escrow Bonds comprise a portion will be reduced, as nearly as practicable, on a *pro rata* basis, in integral multiples of $5,000.

Purchase in Lieu of Redemption. As provided in the Indenture, in lieu or partially in lieu of any optional redemption, extraordinary redemption or mandatory sinking fund redemption, moneys deposited in the Redemption Account, other than Prepayments, may be used to purchase Outstanding Bonds. Such purchases of Bonds may be made by the District at public or private sale as and when and at such prices as the District may in its discretion determine but only at prices (including brokerage or other expenses) not more than par plus accrued interest, plus, in the case of moneys set aside for an optional redemption or an extraordinary redemption, the premium applicable at the next following call date. Any accrued interest payable upon the purchase of Bonds may be paid from the amount reserved in the Interest Account of the Special Tax Fund for the payment of interest on the next following Interest Payment Date.

Selection of Bonds for Redemption. If less than all of any Series of Bonds or Parity Bonds Outstanding are to be redeemed, the Trustee shall select the Bonds or Parity Bonds to be redeemed from all Outstanding Bonds or Parity Bonds of such Series or such given portion thereof not previously called for redemption, on a pro rata basis among the maturities (unless the maturity or maturities are otherwise specified in the Indenture or in writing by the District) and by lot within a maturity in any manner which the Trustee in its discretion shall deem appropriate. For purposes of such selection, all Bonds or Parity Bonds of a denomination of more than $5,000 shall be deemed to be comprised of separate $5,000 portions, and such portions shall be treated as separate Bonds which may be separately redeemed. The Trustee shall promptly notify the District in writing of the Bonds or Parity Bonds, or portions thereof, selected for redemption.

Notice of Redemption. When Bonds are due for redemption, the Trustee shall give notice, in the name of the District, of the redemption of such Bonds. At least 30 days but no more than 45 days prior to the redemption date, the Trustee shall mail a copy of the notice of redemption, by first class mail, postage prepaid, to the respective Owners thereof at their addresses appearing on the Bond Register. The actual receipt by the Owner of any Bond of notice of such redemption shall not be a condition precedent to redemption, and neither the failure to receive nor any defect in such notice shall affect the validity of the proceedings for the redemption of such Bonds, or the cessation of interest on the redemption date. A certificate by the Trustee that notice of such redemption has been given as herein provided shall be conclusive as against all parties and the Owner shall not be entitled to show that he or she failed to receive notice of such redemption.

The District will have the right to rescind any optional redemption by written notice to the Trustee one (1) Business Day prior to the date fixed for redemption. Any notice of optional redemption will be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation will not constitute an Event of Default under the Indenture. The District and the Trustee will have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Trustee will mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent.

Partial Redemption of Bonds. Upon surrender of any Bond to be redeemed in part only, the District shall execute and the Trustee shall authenticate and deliver to the Bondowner, at the expense of the District, a new Bond or Bonds of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Bonds surrendered, with the same interest rate and the same maturity.

Effect of Notice and Availability of Redemption Money. Notice of redemption having been duly given, as provided in the Indenture, and the amount necessary for the redemption having been made available for that purpose and being available therefor on the date fixed for such redemption:

(1) The Bonds, or portions thereof, designated for redemption shall, on the date fixed for redemption, become due and payable at the redemption price thereof as provided in the Indenture, anything in the Indenture or in the Bonds to the contrary notwithstanding;

(2) Upon presentation and surrender thereof at the Principal Office of the Trustee, the redemption price of such Bonds shall be paid to the Owners thereof;

(3) As of the redemption date the Bonds, or portions thereof so designated for redemption shall be deemed to be no longer Outstanding and such Bonds, or portions thereof, shall cease to bear further interest; and

(4) As of the date fixed for redemption no Owner of any of the Bonds, or portions thereof so designated for redemption, shall be entitled to any of the benefits of the Indenture or any Supplemental Indenture, or to any other rights, except with respect to payment of the redemption price and interest accrued to the redemption date from the amounts so made available.

Book-Entry Only System

The Depository Trust Company ("DTC") will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered initially in the name of Cede & Co. (DTC's partnership nominee). One fully-registered bond will be issued for the Bonds of each maturity and each interest rate, in the initial aggregate principal amount of such maturity of such series. See APPENDIX F – "Book-Entry Only System."

SECURITY FOR THE BONDS

Pledge of Special Taxes

General. The Bonds will be payable solely from, and secured by, a first pledge of Net Taxes and moneys on deposit in the Special Tax Fund (and the designated accounts therein but excluding the Administrative Expenses Account) established and held under the Indenture. Net Taxes consist of a portion of the Special Taxes levied on the taxable property in Improvement Area No. 1 pursuant to the Rate and Method. The Indenture defines "Net Taxes" as Gross Taxes minus amounts set aside to pay Administrative Expenses not to exceed the Administrative Expenses Priority Amount. The term "Gross Taxes" means (i) the amount of

all Special Taxes received by Improvement Area No. 1, together with (ii) the proceeds collected from the sale of property pursuant to the foreclosure provisions of the Indenture for the delinquency of such Special Taxes remaining after the payment of all costs related to such foreclosure actions. The Administrative Expenses Priority Amount is equal to $20,000 per Bond Year.

Beginning in Fiscal Year 2019-20 and so long as any Bonds issued under the Indenture are Outstanding, the District has covenanted in the Indenture to levy the Special Tax in an amount sufficient, together with other amounts on deposit in the Special Tax Fund and available for such purpose, to pay (1) the principal of and interest on the Bonds when due, (2) the Administrative Expenses, and (3) any amounts required to replenish the Reserve Account of the Special Tax Fund to the Reserve Requirement.

The Special Taxes will be levied by the District and collected by the San Bernardino County Treasurer-Tax Collector in the same manner and at the same time as ad valorem property taxes In the event that the Special Tax are not received when due, the only sources of funds available to pay the debt service on the Bonds are amounts held by the Trustee in the Special Tax Fund (other than the Administrative Expenses), including amounts held in the Reserve Account therein, for the exclusive benefit of the owners of the Bonds, and foreclosure proceeds resulting from the sale of delinquent parcels if and when available.

Special Taxes. The Indenture defines "Special Taxes" as the taxes authorized to be levied by the District on property within Improvement Area No. 1 in accordance with the Ordinance, the Resolution of Formation, the Act and the voter approval obtained at the November 23, 2015 election in Improvement Area No. 1 of the District, including any scheduled payments and any Prepayments thereof, the net proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes to the amount of said lien, and penalties and interest thereon.

The District covenants in the Indenture that, subject to the Rate and Method, the District will levy Special Taxes on taxable property within Improvement Area No. 1 in an amount equal to the Special Tax Requirement for Improvement Area No. 1. The District further covenants that it will take no action that would discontinue or cause the discontinuance of the Special Tax levy or the District's authority to levy the Special Tax on taxable property within Improvement Area No. 1 for so long as the Bonds are Outstanding. See "—Rate and Method" below and "APPENDIX E – SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE."

The Special Tax levy is limited to the maximum rates set forth in the Rate and Method. In the event of a significant delinquency, the Trustee may have to make a draw on the Reserve Account to pay interest of, and principal on, the Bonds then coming due. The Bonds are not subject to acceleration under the Indenture. Although Special Taxes, when levied, will constitute a lien on parcels subject to taxation within Improvement Area No. 1, it does not constitute a personal indebtedness of the owners of such parcels. There is no assurance that such property owners will be financially able to pay the Special Taxes or that they will pay such taxes even if financially able to do so. See "RISK FACTORS" for a discussion of certain factors which may affect property owners' ability or willingness to pay Special Taxes.

Limited Obligation. THE BONDS ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY FROM NET TAXES AND CERTAIN MONEYS ON DEPOSIT IN THE SPECIAL TAX FUND (AND DESIGNATED ACCOUNTS THEREIN BUT EXCLUDING THE ADMINISTRATIVE EXPENSES ACCOUNT) PLEDGED UNDER THE INDENTURE. NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY, THE COUNTY OF SAN BERNARDINO, THE STATE OF CALIFORNIA, OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS. EXCEPT FOR THE PORTION OF THE SPECIAL TAXES THAT CONSTITUTE NET TAXES UNDER THE INDENTURE, NO OTHER TAXES ARE PLEDGED TO THE PAYMENT OF THE BONDS.

Special Tax Fund

Pursuant to the Indenture, there is established a "Special Tax Fund" to be held and maintained by the Trustee. In the Special Tax Fund, there is further established and created an Interest Account, a Principal Account, a Redemption Account, a Reserve Account (in which the Indenture establishes (A) a Series 2019A Reserve Subaccount for the benefit of the Series 2019A Bonds and (B) a Taxable Series 2019B Reserve Subaccount for the benefit of the Series 2019B Bonds), and an Administrative Expense Account.

The amounts on deposit in the foregoing funds will be held by the Trustee, and the Trustee shall invest and disburse the amounts in such funds and accounts in accordance with the provisions of the Indenture and shall disburse investment earnings thereon in accordance with the provisions of the Indenture.

The District will transfer the Special Taxes to the Trustee for deposit in the Special Tax Fund in accordance with the terms of the Indenture. The Trustee will transfer the amounts on deposit in the Special Tax Fund on the dates and in the amounts set forth in the Indenture in the following order of priority:

(a) The Administrative Expense Account of the Special Tax Fund;

(b) The Interest Account of the Special Tax Fund;

(c) The Principal Account of the Special Tax Fund;

(d) The Redemption Account of the Special Tax Fund;

(e) The Reserve Account of the Special Tax Fund; and

(f) The Rebate Fund; and

(g) The Surplus Fund.

Notwithstanding the foregoing and any other provision of the Indenture to the contrary, in the event of a shortfall of amounts on deposit in the Special Tax Fund (such shortfall being determined excluding amounts on deposit in, and prior to drawing upon, the Reserve Account) to make the transfers, pursuant to the Indenture, to the Principal Account of the Special Tax Fund and to the Redemption Account of the Special Tax Fund necessary to pay in full both (x) the principal payment due on the Bonds and any Parity Bonds maturing on the applicable September 1 and (y) the Sinking Fund Payment due on any Outstanding Bonds and any Parity Bonds on such September 1, the Trustee shall transfer the available amount from the Special Tax Fund to the Principal Account and the Redemption Account on a pro rata basis (calculated with reference to the respective principal payment and Sinking Fund Payment coming due and payable on such September 1) at least three (3) Business Days prior to such September 1.

Administrative Expense Account. As set forth in the Indenture, the District may periodically provide the Trustee with a certificate requesting the payment of Administrative Expenses. Upon its receipt of any such certificate, the Trustee shall transfer from the Special Tax Fund and deposit in the Administrative Expenses Account of the Special Tax Fund amounts necessary to make timely payment of any such Administrative Expenses as set forth in such Certificate; provided, however, that, except as set forth in the following sentence, the total amount transferred in a Bond Year shall not exceed the Administrative Expenses Priority Amount (defined in the Indenture as $20,000 per Bond Year) until such time as there has been deposited (a) to the Interest Account and the Principal Account an amount, together with any amounts already on deposit therein, that is sufficient to pay the interest and principal on all Bonds and any Parity Bonds due in such Bond Year, (b) to the Redemption Account an amount, together with any amounts already on deposit therein, that is sufficient to call and redeem Term Bonds in accordance with the Sinking Fund Payment schedules set forth in the

Indenture and to redeem Parity Bonds in accordance with any Sinking Fund Payment schedule in the Supplemental Indenture for such Parity Bonds, and (c) to the Subaccounts of the Reserve Account such amounts, together with any amounts already on deposit therein, that is sufficient to restore each Subaccount of the Reserve Account to the applicable Reserve Requirement. Notwithstanding the foregoing, amounts in excess of the Administrative Expenses Priority Amount may be transferred to the Administrative Expenses Account to the extent necessary to collect delinquent Special Taxes. Moneys in the Administrative Expenses Account are not pledged to the repayment of the Bonds.

Interest Account and Principal Account. The principal of and interest due on the Bonds until maturity, other than principal due upon redemption, shall be paid by the Trustee from the Principal Account and the Interest Account of the Special Tax Fund, respectively. For the purpose of assuring that the payment of principal of and interest on the Bonds will be made when due and after making the transfer required by the Indenture, at least three (3) Business Days prior to each March 1 and September 1, the Trustee shall make the following transfers from the Special Tax Fund first to the Interest Account and then to the Principal Account; provided, however, that to the extent that deposits have been made in the Interest Account or the Principal Account from amounts transferred or to be transferred from the Escrow Fund pursuant to the Indenture, the proceeds of the sale of an issue of the Bonds or any Parity Bonds, or otherwise, the transfer from the Special Tax Fund need not be made; and provided, further, that, if amounts in the Special Tax Fund (exclusive of the Reserve Account) are inadequate to make the foregoing transfers, then any deficiency shall be made up by transfers from the applicable Subaccounts of the Reserve Account:

(a) To the Interest Account, an amount such that the balance in the Interest Account three (3) Business Days prior to each Interest Payment Date shall be equal to the installment of interest due on the Bonds and any Parity Bonds on said Interest Payment Date and any installment of interest due on a previous Interest Payment Date which remains unpaid. Moneys in the Interest Account shall be used for the payment of interest on the Bonds and any Parity Bonds as the same become due.

(b) To the Principal Account, an amount such that the balance in the Principal Account three (3) Business Days prior to September 1 of each year, commencing September 1, 2019, shall equal the principal payment due on the Bonds and any Parity Bonds maturing on such September 1 and any principal payment due on a previous September 1 which remains unpaid. Moneys in the Principal Account shall be used for the payment of the principal of such Bonds and any Parity Bonds as the same become due at maturity.

Redemption Account. On each September 1 on which a Sinking Fund Payment is due, after the deposits have been made to the Administrative Expenses Account, the Interest Account and the Principal Account of the Special Tax Fund, the Trustee shall next transfer into the Redemption Account of the Special Tax Fund from the Special Tax Fund the amount needed to make the balance in the Redemption Account three (3) Business Days prior to each September 1 equal to the Sinking Fund Payment due on any Outstanding Bonds on such September 1; provided, however, that, if amounts in the Special Tax Fund are inadequate to make the foregoing transfers, then any deficiency shall be made up by an immediate transfer from the applicable Subaccounts of the Reserve Account, if funded pursuant to the Indenture. Moneys so deposited in the Redemption Account shall be used and applied by the Trustee to call and redeem Term Bonds in accordance with the Sinking Fund Payment schedule set forth in the Indenture.

Reserve Account. There shall be maintained in each Subaccount of the Reserve Account of the Special Tax Fund an amount equal to the applicable Reserve Requirement; provided, on or prior to the Escrow Redemption Date (i.e., June 1, 2022), the provisions of the Indenture dealing with the Reserve Account shall be read to include the Escrow Reserve Account of the Escrow Fund together with the Series 2019A Subaccount of the Reserve Account of the Special Tax Fund, as follows:

(i) the amount on deposit in the Escrow Reserve Account of the Escrow Fund shall be taken into account and added together with the amount on deposit in the Series 2019A Reserve Subaccount of

the Reserve Account of the Special Tax Fund, for purposes of determining the sufficiency of moneys on deposit under the Indenture to satisfy the Reserve Requirement applicable to Series 2019A Bonds;

(ii) if, taking into account the foregoing clause (i), moneys are required to be transferred from the Series 2019A Reserve Subaccount of the Reserve Account pursuant to the Indenture due to an insufficiency of moneys to pay principal or interest then coming due on the Series 2019A Bonds, such amount shall be transferred on a pro rata basis from the Series 2019A Reserve Subaccount of the Reserve Account of the Special Tax Fund and the Escrow Reserve Account of the Escrow Fund by allocating to the Escrow Reserve Account the portion of the total amount to be so transferred based on the ratio of (x) the principal amount of then Outstanding Deemed Escrow Bonds, divided by (y) the principal amount of all then Outstanding Series 2019A Bonds;

(iii) any replenishment of the Series 2019A Reserve Subaccount of the Reserve Account pursuant to the Indenture, after taking into account the foregoing clause (i), shall be made on a pro rata basis to the Series 2019A Reserve Subaccount of the Reserve Account of the Special Tax Fund and the Escrow Reserve Account of the Escrow Fund, by allocating to the Escrow Reserve Account the portion of the total amount to be so transferred and replenished based on the ratio of (x) the principal amount of then Outstanding Deemed Escrow Bonds, divided by (y) the principal amount of all then Outstanding Series 2019A Bonds; and

(iv) if, taking into account the foregoing clause (i), moneys are required to be transferred from the Series 2019A Reserve Subaccount of the Reserve Account pursuant to the Indenture to the Interest Account of the Special Tax Fund due to an excess over the applicable Reserve Requirement for the Series 2019A Bonds of the moneys collectively on deposit in the Series 2019A Reserve Subaccount of the Reserve Account of the Special Tax Fund and in the Escrow Reserve Account of the Escrow Fund, the Trustee shall transfer such excess on a pro rata basis from the Series 2019A Reserve Subaccount of the Reserve Account of the Special Tax Fund and the Escrow Reserve Account of the Escrow Fund by allocating to the Escrow Reserve Account the portion of the total amount to be so transferred based on the ratio of (x) the principal amount of then Outstanding Deemed Escrow Bonds, divided by (y) the principal amount of all then Outstanding Series 2019A Bonds.

The Reserve Requirement may be satisfied by crediting to the applicable Subaccount of the Reserve Account moneys or one or more Reserve Policies or any combination thereof, which in the aggregate make funds available in the applicable Subaccount of the Reserve Account in an amount equal to the corresponding Reserve Requirement. Upon the deposit with the Trustee of any such Reserve Policy, the Trustee shall release moneys from the applicable Subaccount of the Reserve Account to the Interest Account of the Special Tax Fund, in an amount equal to the face amount of such Reserve Policy.

If funded and subject to paragraph (f) below, the amounts in the Subaccounts of the Reserve Account shall be applied as follows:

(a) Transfers from Reserve Subaccounts in the Event of Insufficiency for Interest, Principal and Sinking Fund Payments. Except as otherwise provided in the Indenture, moneys in each Subaccount of the Reserve Account shall be used solely for the purpose of paying the principal of, including Sinking Fund Payments, and interest on the Bonds and any Parity Bonds corresponding to such Subaccount when due in the event that the moneys in the Interest Account and the Principal Account of the Special Tax Fund are insufficient therefor or moneys in the Redemption Account of the Special Tax Fund are insufficient to make a Sinking Fund Payment when due and for the purpose of making any required transfer to the Rebate Fund pursuant to the Indenture upon written direction from the District. If the amounts in the Interest Account, the Principal Account or the Redemption Account of the Special Tax Fund are insufficient to pay the principal of, including Sinking Fund Payments, or interest on any Bonds and Parity Bonds when due, or amounts in the Special Tax Fund are insufficient to make transfers to the Rebate Fund when required, the Trustee shall

withdraw from the corresponding Subaccounts of the Reserve Account for deposit (in order of priority) in the Interest Account, the Principal Account or the Redemption Account of the Special Tax Fund (subject to the pro rata allocation between the Principal Account and the Redemption Account described in the following sentence) or the Rebate Fund, as applicable, moneys necessary for such purposes. Any such withdrawal from a Subaccount of the Reserve Account for the principal of, including Sinking Fund Payments, then due on the Bonds and Parity Bonds corresponding to such Subaccount shall be deposited on a pro rata basis (calculated with reference to the respective principal payment and Sinking Fund Payment coming due and payable on such September 1 with respect to such Bonds and Parity Bonds) into the Principal Account and the Redemption Account, respectively.

(b) Replenishment of Reserve Subaccounts to Applicable Reserve Requirements. On or after March 2 and September 2 of each year, after making the required transfers under the Indenture to the Administrative Expenses Account, the Interest Account, the Principal Account and the Redemption Account, the Trustee shall transfer to each Subaccount of the Reserve Account from available moneys in the Special Tax Fund, or from any other legally available funds which the District elects to apply to such purpose, the respective amount needed to restore the amount of such Subaccount of the Reserve Account to the applicable Reserve Requirement. Moneys in the Special Tax Fund shall be deemed available for transfer to the Reserve Account and the Subaccounts therein only if the Trustee determines that such amounts will not be needed to make the deposits required to be made to the Administrative Expenses Account, the Interest Account, the Principal Account or the Redemption Account of the Special Tax Fund on or before the next September 1. If amounts available in the Special Tax Fund together with any other amounts transferred to replenish the Subaccounts of the Reserve Account are inadequate to restore each Subaccount of the Reserve Account to the applicable Reserve Requirement, then the District shall include the amount necessary fully to restore the Subaccounts of the Reserve Account to the Reserve Requirement in the next annual Special Tax levy to the extent of the maximum permitted Special Tax rates.

(c) Application of Moneys in Reserve Subaccounts to Optional or Extraordinary Redemption or Defeasance. Except for amounts on deposit in the Taxable Series 2019B Reserve Subaccount, which shall be subject to paragraph (g) below, in connection with an optional redemption or extraordinary redemption of Bonds pursuant to the Indenture, or Parity Bonds in accordance with any Supplemental Indenture, or a partial defeasance of Bonds or Parity Bonds in accordance with the Indenture, amounts in the Reserve Account Subaccount corresponding to such Bonds or Parity Bonds may be applied to such redemption or partial defeasance so long as the amount on deposit in the subject Subaccount of the Reserve Account following such redemption or partial defeasance equals the applicable Reserve Requirement (taking into account Outstanding Bonds and Parity Bonds corresponding to the subject Subaccount after such redemption or partial defeasance). The District shall set forth in a Certificate of an Authorized Representative the amount in the applicable Subaccount of the Reserve Account to be transferred to the Redemption Account on a redemption date or to be transferred pursuant to the Indenture to partially defease Bonds, and the Trustee shall make such transfer on the applicable redemption or defeasance date.

(d) Application of Moneys in Reserve Subaccounts to Debt Service Payments in Final Bond Year. Except for amounts on deposit in the Taxable Series 2019B Reserve Subaccount, which shall be subject to paragraph (g) below, to the extent that a Subaccount of the Reserve Account is at the applicable Reserve Requirement as of the first day of the final Bond Year for the Bonds corresponding to such Subaccount in accordance with the Indenture or, if applicable, with any Supplemental Indenture for a Series of Parity Bonds corresponding to such Subaccount, amounts in such Subaccount of the Reserve Account may be applied to pay the principal of and interest due on the corresponding Bonds and Parity Bonds, as applicable, in the final Bond Year for such Series.

(e) Moneys in Reserve Subaccounts in Excess of Applicable Reserve Requirement. Moneys in a Subaccount of the Reserve Account in excess of the applicable Reserve Requirement not transferred in

accordance with the provisions of the Indenture hall be withdrawn from such Subaccount of the Reserve Account on the fifth (5th) Business Day before each March 1 and September 1, and such moneys shall be transferred and deposited into the Interest Account of the Special Tax Fund; provided, however, to the extent that, as of a date ninety (90) days prior to the next occurring Interest Payment Date, the amount on deposit in a Subaccount of the Reserve Account (except for the Taxable Series 2019B Reserve Subaccount, which shall be subject to paragraph (g) below) is equal to or greater than the aggregate remaining principal payments to be paid on the Bonds and any Parity Bonds corresponding to such Subaccount, any and all amounts in such Subaccount of the Reserve Account may be applied to effect a redemption of all such corresponding Outstanding Bonds pursuant to the Indenture and any such Outstanding Parity Bonds in accordance with any Supplemental Indenture. .

(f) Provisions Relating to Reserve Policy in a Reserve Subaccount. If and to the extent that a Subaccount of the Reserve Account has been funded with a combination of cash (or Authorized Investments) and a Reserve Policy, then all such cash (or Authorized Investments) shall be completely used before any demand is made on such Reserve Policy, and replenishment of the Reserve Policy shall be made prior to any replenishment of any such cash (or Authorized Investments). If a Subaccount of the Reserve Account is funded, in whole or in part, with more than one Reserve Policy, then any draws made against each such Reserve Policy shall be made pro-rata among those Reserve Policies (calculated by reference to the coverage then available thereunder).

(g) Special Provisions Relating to Taxable Series 2019B Reserve Subaccount; Transfer to Series 2019A Reserve Subaccount on September 2, 2039.

(1) So long as any Series 2019A Bonds are Outstanding, amounts on deposit in the Taxable Series 2019B Reserve Subaccount of the Reserve Account shall not be applied to any optional redemption of Series 2019B Bonds pursuant to the Indenture nor to any defeasance of Series 2019B Bonds in accordance with the Indenture, nor applied to pay the principal of and interest due on the Series 2019B Bonds in the final Bond Year for such Series pursuant to the Indenture; provided, such amounts on deposit in the Taxable Series 2019B Reserve Subaccount may be applied to pay the principal of and interest due on the Series 2019B Bonds in the final Bond Year for such Series in the event of an insufficiency as described in the Indenture; provided, further, that such amounts on deposit in the Taxable Series 2019B Reserve Subaccount may be applied to an extraordinary redemption of Series 2019B Bonds from Prepayments of Special Taxes pursuant to the Indenture in the same manner as provided for amounts in other Reserve Account Subaccounts in the Indenture.

(2) In the event of an optional redemption of Series 2019B Bonds pursuant to the Indenture, or any defeasance of Series 2019B Bonds in accordance with the Indenture, the Trustee shall establish for the benefit of the Series 2019A Bonds a "Series 2019A Reserve Augmentation Account" within the Special Tax Fund, and amounts on deposit in the Taxable Series 2019B Reserve Subaccount in excess of the Reserve Requirement for the Series 2019B Bonds that will remain Outstanding, if any, after such redemption or defeasance shall be transferred by the Trustee to the Series 2019A Reserve Augmentation Account promptly upon the completion of such redemption or defeasance of Series 2019B Bonds, for further application as specified in paragraph (3) below.

(3) On September 2, 2039, the Trustee shall transfer from (A) first, if established pursuant to the Indenture, the Series 2019A Reserve Augmentation Account of the Special Tax Fund, and (B) second, the Taxable Series 2019B Reserve Subaccount, moneys in such amount necessary to bring the moneys on deposit in the Series 2019A Reserve Subaccount to the Reserve Requirement for the Series 2019A Bonds following the Series 2019A Initial Reserve Period.

Escrow Fund

Moneys in the Escrow Fund, and in the Escrow Interest Account and the Escrow Reserve Account therein, are held in trust by the Trustee and, pending disbursement as provided in the Indenture, are subject to a lien in favor of the Owners of the Series 2019A Bonds and are administered as provided in the Indenture. On the Delivery Date, there shall be deposited in the Escrow Fund, the Escrow Interest Account and the Escrow Reserve Account the following amounts:

- $1,155,000* of the Series 2019A Bond proceeds will be deposited initially in the Escrow Fund established under the Indenture. This amount represents the initial principal amount of the Deemed Escrow Bonds consisting of, collectively, $820,000* (or approximately 28.7%*) of the $2,860,000* initial principal amount of the Series 2019A Term Bonds maturing on September 1, 2044, and $335,000* (or approximately 13.5%*) of the $2,475,000* initial principal amount of the Series 2019A Term Bonds maturing on September 1, 2049.

- $112,290.00* of the Series 2019A Bond proceeds will be deposited initially into the Escrow Interest Account of the Escrow Fund, representing capitalized interest on the Deemed Escrow Bonds from the Delivery Date to June 1, 2022, the special mandatory redemption date for the Deemed Escrow Bonds.

- $87,492.12* of the Series 2019A Bond proceeds will be deposited initially into the Escrow Reserve Account of the Escrow Fund, representing the pro rata portion of the Series 2019A Initial Reserve Requirement allocable to the Deemed Escrow Bonds (calculated by reference to initial principal amount).

Transfers to Accounts of Special Tax Fund. On the fifth (5th) Business Day immediately preceding each Interest Payment Date occurring on or prior to the Escrow Redemption Date (i.e., June 1, 2022), the Trustee will make the following transfers:

(1) On the fifth (5th) Business Day immediately preceding each Interest Payment Date occurring on or prior to the Escrow Redemption Date (i.e., June 1, 2022), if the moneys then collectively on deposit in the Series 2019A Reserve Subaccount of the Reserve Account of the Special Tax Fund and the Escrow Reserve Account of the Escrow Fund exceed the Reserve Requirement for the then Outstanding Series 2019A Bonds, in accordance with the Indenture, the Trustee shall transfer from the Escrow Reserve Account of the Escrow Fund to the Interest Account of the Special Tax Fund an amount equal to the pro rata portion of such excess over the Reserve Requirement for the then Outstanding Series 2019A Bonds allocable to the then Outstanding Deemed Escrow Bonds, based on the ratio of (x) the principal amount of then Outstanding Deemed Escrow Bonds, divided by (y) the principal amount of all then Outstanding Series 2019A Bonds.

(2) On the fourth (4th) Business Day immediately preceding each Interest Payment Date occurring on or prior to the Escrow Redemption Date (i.e., June 1, 2022), the Trustee shall transfer from the Escrow Interest Account of the Escrow Fund to the Interest Account of the Special Tax Fund an amount equal to the interest payable on the Deemed Escrow Bonds on such Interest Payment Date.

(3) After making the transfers required by the Indenture, if any amount is required to be transferred from the Series 2019A Reserve Subaccount of the Reserve Account of the Special Tax Fund pursuant to the Indenture due to an insufficiency as described therein to pay principal or interest next coming due on the then Outstanding Series 2019A Bonds, in accordance with the Indenture the

* Preliminary; subject to change.

Trustee shall transfer from the Escrow Reserve Account of the Escrow Fund to the applicable Account of the Special Tax Fund the pro rata portion of such total amount to be so transferred that is allocable to the Escrow Reserve Account, based on the ratio of (x) the principal amount of then Outstanding Deemed Escrow Bonds, divided by (y) the principal amount of all then Outstanding Series 2019A Bonds.

Disbursements to Series 2019A Account of Improvement Fund Prior to Escrow Closing Date. On or prior to the Escrow Closing Date (i.e., April 15, 2022), the Trustee shall make disbursements (each such date of disbursement being an "Escrow Disbursement Date") from the Escrow Fund to the Series 2019A Account of the Improvement Fund, as directed in writing by a certificate of an Authorized Representative of the District (which certificate shall include a representation that the District has received all certificates required by the Indenture), on any date other than an Interest Payment Date (providing that no Escrow Disbursement Date shall occur in the five (5) Business Days preceding an Interest Payment Date), (i) if at least ninety (90) days (or such shorter period as is consented to by the District) prior to the proposed Escrow Disbursement Date, the Developer causes a payment to be made to the City for escrow release costs in the amount equal to the District's and/or City's estimated professionals' costs as provided to the Developer by the District or the City (unexpended amounts, if any, to be refunded to the Developer within thirty (30) days following the Escrow Disbursement Date); and (ii) if at least ten (10) Business Days prior to such proposed Escrow Disbursement Date the District receives the following:

(1) A certificate of the Developer satisfying all requirements of either subparagraph (i) or (ii) below:

(i) A certificate of the Developer certifying that (A) neither the Developer nor any Affiliate thereof owns any property within Improvement Area No. 1; and (B) the Developer has completed all development activities within or with respect to Improvement Area No. 1 for which it is responsible and as planned; or

(ii) If the Developer or any Affiliate thereof then owns property within Improvement Area No. 1, a certificate of the Developer certifying that (A) there has been no bankruptcy filing by the Developer or its partners, members or Affiliates since the delivery date of the Bonds, except that, if there has been a bankruptcy of an Affiliate, the Developer may instead deliver a certificate of an Independent Financial Consultant stating that the bankruptcy of such Affiliate will not have any material adverse effect on the ability of the Developer to pay its Special Taxes when due; (B) the Developer has completed all development activities within or with respect to Improvement Area No. 1 for which it is responsible and as planned; and (C) the Developer or its partners and members have sufficient liquidity on its most recent balance sheets to meet the Developer's existing and projected Special Tax obligations and/or a line of credit from a financial institution adequate to pay such Special Taxes.

(2) A certificate of the Builder satisfying all requirements of subparagraph (i) below, or if the Builder or any Affiliate thereof then no longer owns taxable property within Improvement Area No. 1, a Certificate of an Authorized Representative of the City satisfying all requirements of subparagraph (ii) below:

(i) A certificate of the Builder (A) certifying that there has been no bankruptcy filing by the Builder or its partners, members or Affiliates since the delivery date of the Bonds, except that, if there has been a bankruptcy of an Affiliate, the Builder may instead deliver a certificate of an Independent Financial Consultant stating that the bankruptcy of such Affiliate will not have any material adverse effect on the ability of the Builder to pay its Special Taxes

when due; (B) certifying that the Builder or its partners and members have sufficient liquidity on its most recent balance sheets to meet the Builder's existing and projected Special Tax obligations and/or a line of credit from a financial institution adequate to pay such Special Taxes; (C) stating the total number of residential units completed and certificates of occupancy issued with respect to residential units within Improvement Area no. 1 at such time, and with respect to any units for which certificates of occupancy have not yet been issued, stating the total number of residential units within Improvement Area No. 1 for which building permits have been issued and vertical construction consisting of framing has commenced; and (D) attaching thereto copies of all building permits and certificates of occupancy issued for the residential units certified in the foregoing clause (C) (and, if building square footage is not stated in such attachments, certifying the building square footage for each such residential unit); or

(ii) If the Builder or any Affiliate thereof then no longer owns taxable property within Improvement Area No. 1, a Certificate of an Authorized Representative of the City (A) certifying the total number of building permits and the total number of certificates of occupancy that have been issued with respect to residential units within Improvement Area No. 1 at such time, and (B) attaching thereto copies of all building permits and certificates of occupancy issued for the residential units certified in the foregoing clause (A), or otherwise certifying the building square footage for each such residential unit.

(3) A Certificate of the Special Tax Administrator certifying the following:

(i) there are no delinquencies in the payment of any ad valorem real property taxes, Special Taxes or assessments levied on parcels of taxable property within Improvement Area No. 1 owned by the Developer or its Affiliates, or by the Builder or its Affiliates, as reasonably determined from the records of the Treasurer-Tax Collector of the County of San Bernardino, or such other records as the District determines are reliable;

(ii) the respective principal amounts and maturities of Deemed Escrow Bonds that will remain Outstanding immediately following the subject Escrow Disbursement Date (in each instance as determined with respect to an Escrow Disbursement Date, the "Remaining Deemed Escrow Bonds"), which principal amounts shall be in integral multiples of $5,000 and shall be selected in a manner to facilitate the coverage certification set forth in the following subparagraph (iii); and

(iii) based on issued building permits relating only to residential units for which certificates of occupancy have been issued or for which vertical construction consisting of framing has commenced (as provided in the certificate of the Builder described above) (the "Eligible Building Permits) but assuming that no levy will be made on any property within Improvement Area No. 1 then classified as Provisional Property (as defined in the Rate and Method), the sum of (A) 100% of the applicable Assigned Special Tax on all such residential units in Improvement Area No. 1 with Eligible Building Permits that will be classified as "Developed Property" for purposes of the next annual Special Tax levy immediately following the date of such certificate, and (B) 100% of the applicable Maximum Special Tax for all property in Improvement Area No. 1 that will be classified as "Undeveloped Property" (assuming that only parcels with Eligible Building Permits will be classified as Developed Property) for purposes of the next annual Special Tax levy immediately following the date of such certificate, is at least the sum of (x) 110% of Maximum Annual Debt Service, calculated with respect to all Bonds expected to be Outstanding immediately following the applicable Escrow Disbursement Date (but excluding from such calculation the debt service on the

Remaining Deemed Escrow Bonds, as described in the certification set forth in the foregoing subparagraph (ii)), plus (y) the Administrative Expenses Priority Amount; provided, if a Certificate of an Authorized Representative of the City is utilized pursuant to the Indenture, and the number of certificates of occupancy described therein is fewer than the number of building permits described therein, the Special Tax Administrator shall use the number of certificates of occupancy, together with the parcel information associated with such issued certificates of occupancy, in lieu of the number of building permits and the parcel information associated with such building permits in determining "Developed Property" under the Rate and Method for the sole purpose of the foregoing calculation and certification in this subparagraph (iii).

(4) A certificate of an Independent Financial Consultant certifying the following:

(i) the "Transferred Principal Amount," which shall be in an integral multiple of $5,000 and which amount is equal to the difference between (x) the aggregate principal amount of Deemed Escrow Bonds Outstanding immediately prior to the proposed Escrow Disbursement Date, and (y) the aggregate principal amount of Remaining Deemed Escrow Bonds set forth in subparagraph (ii) of the Certificate of the Special Tax Administrator required by the Indenture;

(ii) the amount to be transferred on the subject Escrow Disbursement Date from the Escrow Reserve Account to the Series 2019A Reserve Subaccount of the Reserve Account of the Special Tax Fund, which shall be an amount equal to the following: (A) the Transferred Principal Amount (as defined in subparagraph (i) above), divided by (B) the principal amount of all then Outstanding Series 2019A Bonds, multiplied by (C) the Series 2019A Initial Reserve Requirement;

(iii) the amount to be transferred on the subject Escrow Disbursement Date from the Escrow Interest Account to the Interest Account of the Special Tax Fund, which shall be an amount sufficient to pay interest on the portion of the Series 2019A Bonds that immediately prior to such Escrow Disbursement Date were classified as Deemed Escrow Bonds and, after transfer of the Transferred Principal Amount on such Escrow Disbursement Date pursuant to subparagraphs (v) and (vi) below, will no longer be Deemed Escrow Bonds (in each instance as determined with respect to an Escrow Disbursement Date, the "Released 2019A Bonds") (the aggregate principal amount of such Released 2019A Bonds being equal in principal amount to the Transferred Principal Amount) on each Interest Payment Date that will occur before Special Taxes can be levied and collected in an amount to pay interest on such Released 2019A Bonds;

(iv) with respect to the final Escrow Disbursement Date, if any of the then Outstanding Deemed Escrow Bonds must be redeemed on the Escrow Redemption Date pursuant to the Indenture in order to facilitate the coverage certification of the Special Tax Administrator set forth in subparagraph (iii) above, (A) the respective principal amounts and maturities of such Deemed Escrow Bonds to be so redeemed (which shall consist of the Remaining Deemed Escrow Bonds determined by the Special Tax Administrator pursuant to the Indenture, and (B) the respective amounts to be transferred on the Escrow Redemption Date pursuant to the Indenture to the Redemption Account of the Special Tax Fund from the Escrow Fund and the Escrow Interest Account to pay, respectively, the principal of such Remaining Deemed Escrow Bonds to be so redeemed and accrued interest thereon to the Escrow Redemption Date in accordance with the Indenture;

(v) with respect to the final Escrow Disbursement Date, the portion, if any, of the Transferred Principal Amount to be transferred on such final Escrow Disbursement Date to the Interest Account of the Special Tax Fund, which portion shall be in an amount that is sufficient, to the extent not already provided for in subparagraph (iii) above, to pay interest on the Released 2019A Bonds to and including September 1, 2022 unless Special Taxes can levied and collected in sufficient time and amount to pay such interest in which case no such transfer is required pursuant to this subparagraph (v); provided, however, that cash deposits of the Developer, its Affiliates or other third parties received by the Trustee and deposited into the Interest Account may be included in such calculation, and the District shall under no circumstances be obligated to deposit funds of the District to meet the foregoing requirement;

(vi) the amount to be transferred on the subject Escrow Disbursement Date from the Escrow Fund (excluding the Escrow Reserve Account and the Escrow Interest Account therein), to the Series 2019A Account of the Improvement Fund, which amount is equal to the corresponding Transferred Principal Amount or, with respect to the final Escrow Disbursement Date, equal to the remainder of the corresponding Transferred Principal Amount after the transfer described in the preceding paragraph (v); and

(vii) with respect to the final Escrow Disbursement Date, the amount (if any) to be transferred on such final Escrow Disbursement Date, from the Escrow Interest Account to the Series 2019A Account of the Improvement Fund, which amount shall be any remaining amount in the Escrow Interest Account after taking into account deductions for all other transfers required to be made from the Escrow Interest Account described in the foregoing paragraphs (i) through (vi).

.Disbursement for Special Mandatory Redemption from Escrow Fund Transfer; Closing of Escrow Fund.

(1) The District shall not direct the Trustee to disburse any funds from the Escrow Fund pursuant to the Indenture after the Escrow Closing Date (i.e., April 15, 2022) except that, if the certificate of the Independent Financial Consultant specifies pursuant to the Indenture amounts to be transferred on the Escrow Redemption Date (i.e., June 1, 2022), the Trustee shall transfer all such amounts to the respective Accounts and Subaccounts as specified in writing by an Authorized Representative of the District.

(2) After the Escrow Redemption Date, the Trustee shall transfer amounts, if any, on remaining on deposit in the Escrow Fund, or in the Escrow Interest Account or the Escrow Reserve Account therein, after the Escrow Redemption Date shall be transferred to the Interest Account of the Special Tax Fund to be applied to pay debt service next coming due on the Series 2019A Bonds, whereupon the Escrow Fund shall be closed.

The District may, in its sole discretion, from time to time deliver to the Trustee money derived from any legally available source for deposit in the Interest Account or the Principal Account with respect to payment of debt service on the Deemed Escrow Bonds, and the Trustee shall so deposit any such money as received.

Covenant to Commence Foreclosure Proceedings

The District covenants in the Indenture for the benefit of the Owners of the Bonds that it will: (i) commence judicial foreclosure proceedings against any parcel with either (A) at least four (4) consecutive installments of delinquent Special Taxes or (B) delinquent Special Taxes in excess of $10,000 on any one parcel, in each instance by the December 1 following the close of each Fiscal Year in which such Special Taxes were due; and (ii) commence judicial foreclosure proceedings against all parcels with delinquent Special

Taxes by the December 1 following the close of each Fiscal Year in which it receives Special Taxes in an amount which is less than 95% of the total Special Tax levied for such Fiscal Year, and (iii) diligently pursue such foreclosure proceedings until the delinquent Special Taxes are paid; provided, however, that the District may elect to defer foreclosure proceedings on any parcel so long as the amount on deposit in the Reserve Account is at least equal to the Reserve Requirement, and such delinquencies will not cause moneys in the Reserve Account to be withdrawn on the next succeeding Interest Payment Date. In no event shall such foreclosure actions exceed the time periods specified in Section 53356.1 of the Act.

The District covenants that it will deposit the net proceeds of any foreclosure in the Special Tax Fund and will apply such proceeds remaining after the payment of Administrative Expenses to make current payments of principal and interest on the Bonds, to bring the amount on deposit in the Reserve Account up to the Reserve Requirement and to pay any delinquent installments of principal or interest due on the Bonds.

Notwithstanding the foregoing, the District may elect (but is not obligated) to advance the amount of any particular delinquency (excluding penalties and interest) and deposit such amount to the Special Tax Fund. Upon a deposit of such money in the Special Tax Fund, the District will not need to initiate a foreclosure action as provided above; provided, however, the District may reimburse itself for such advance when the Special Tax on such property is paid in the amount of such advance plus interest on such amount at a rate equal to the yield on the Outstanding Bonds. Interest and penalties paid in excess of the amount advanced by the District shall be deposited in the Special Tax Fund.

Notwithstanding the foregoing, if at any time, the County's Teeter Plan (adopted pursuant to Sections 4701 through 4717 of the California Revenue and Taxation Code) is in effect and is made applicable to the District and the Special Taxes being levied in connection with the Bonds, the District may, in its discretion, elect not to commence any judicial foreclosure proceeding pursuant to the Indenture or defer the commencement of such proceedings until such time as the District deems appropriate.

IN THE EVENT FORECLOSURE OR FORECLOSURES ARE NECESSARY, THERE MAY BE A DELAY IN PAYMENTS TO BOND OWNERS PENDING PROSECUTION OF THE FORECLOSURE PROCEEDINGS AND RECEIPT BY THE DISTRICT OF THE PROCEEDS OF THE FORECLOSURE SALE; IT IS ALSO POSSIBLE THAT NO BID FOR THE PURCHASE PRICE OR APPLICABLE PROPERTY WOULD BE RECEIVED AT THE FORECLOSURE SALE. SEE "RISK FACTORS." NOTWITHSTANDING ANY OTHER PROVISION OF THE INDENTURE TO THE CONTRARY, THE CITY IS NOT OBLIGATED TO ADVANCE AVAILABLE FUNDS FROM THE CITY TREASURY TO CURE ANY DEFICIENCY IN THE SPECIAL TAX FUND ESTABLISHED UNDER THE INDENTURE.

Issuance of Parity Bonds

For the sole purpose of refunding all or a portion of the Bonds or any Parity Bonds then Outstanding, the District may at any time after the issuance and delivery of the Bonds issue Parity Bonds payable from the Net Taxes and other amounts deposited in the Special Tax Fund (other than in the Administrative Expenses Account therein and any Subaccounts of the Reserve Account not designated in the Indenture for the benefit of the Bonds or Parity Bonds) and secured by a lien and charge upon such amounts equal to the lien and charge securing the Outstanding Bonds and any other Parity Bonds theretofore issued under the Indenture or any Supplemental Indenture. Parity Bonds issued are subject to the following additional specific conditions, which are conditions precedent to the issuance of any such Parity Bonds:

(a) The District shall be in compliance with all covenants set forth in the Indenture and any Supplemental Indenture then in effect and a certificate of the District to that effect shall have been filed with the Trustee; provided, however, that Parity Bonds may be issued notwithstanding that the District is not in

compliance with all such covenants so long as immediately following the issuance of such Parity Bonds the District will be in compliance with all such covenants.

(b) The issuance of such Parity Bonds shall have been duly authorized pursuant to the Act and all applicable laws, and the issuance of such Parity Bonds shall have been provided for by a Supplemental Indenture duly adopted by the District which shall specify the following:

(1) that such Parity Bonds are to be issued for the purpose of refunding all or a portion of the Bonds or Parity Bonds then Outstanding, as applicable, and the fund or funds into which the proceeds thereof are to be deposited, including, a provision requiring the proceeds of such Parity Bonds to be applied solely for the purpose of refunding any Outstanding Bonds or Parity Bonds, including payment of all costs and the funding of all reserves incidental to or connected with such refunding;

(2) the authorized principal amount of such Parity Bonds;

(3) the date and the maturity date or dates of such Parity Bonds; provided that (i) each maturity date shall fall on a September 1, (ii) all such Parity Bonds of like maturity shall be identical in all respects, except as to number, and (iii) fixed serial maturities or Sinking Fund Payments, or any combination thereof, shall be established to provide for the retirement of all such Parity Bonds on or before their respective maturity dates;

(4) the description of the Parity Bonds, the place of payment thereof and the procedure for execution and authentication;

(5) the denominations and method of numbering of such Parity Bonds;

(6) the amount and due date of each mandatory Sinking Fund Payment, if any, for such Parity Bonds;

(7) the amount, if any, to be deposited from the proceeds of such Parity Bonds in the Reserve Account of the Special Tax Fund to increase the amount therein to the Reserve Requirement;

(8) the form of such Parity Bonds; and

(9) such other provisions as are necessary or appropriate and not inconsistent with the Indenture.

(c) The District shall have received the following documents or money or securities, all of such documents dated or certified, as the case may be, as of the date of delivery of such Parity Bonds by the Trustee (unless the Trustee shall accept any of such documents bearing a prior date):

(1) a certified copy of the Supplemental Indenture authorizing the issuance of such Parity Bonds;

(2) a written request of the District as to the delivery of such Parity Bonds;

(3) an opinion of Bond Counsel and/or general counsel to the District to the effect that (a) the District has the right and power under the Act to adopt the Indenture and the Supplemental Indentures relating to such Parity Bonds, and the Indenture and all such Supplemental Indentures have been duly and lawfully adopted by the District, are in full force and effect and are valid and binding

upon the District and enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights); (b) the Indenture creates the valid pledge which it purports to create of the Net Taxes and other amounts as provided in the Indenture, subject to the application thereof to the purposes and on the conditions permitted by the Indenture; and (c) such Parity Bonds are valid and binding limited obligations of the District, enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights) and the terms of the Indenture and all Supplemental Indentures thereto and entitled to the benefits of the Indenture and all such Supplemental Indentures, and such Parity Bonds have been duly and validly authorized and issued in accordance with the Act (or other applicable laws) and the Indenture and all such Supplemental Indentures; and a further opinion of Bond Counsel to the effect that, assuming compliance by the District with certain tax covenants, the issuance of the Parity Bonds will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds and any Parity Bonds theretofore issued on a Tax-exempt basis, or the exemption from State of California personal income taxation of interest on any Outstanding Bonds and Parity Bonds theretofore issued;

(4) a certificate of the District containing such statements as may be reasonably necessary to show compliance with the requirements of the Indenture;

(5) a certificate of an Independent Financial Consultant certifying that in each Bond Year the Annual Debt Service on the Bonds and Parity Bonds to remain Outstanding following the issuance of the Parity Bonds proposed to be issued is less than the Annual Debt Service on the Bonds and Parity Bonds Outstanding prior to the issuance of such Parity Bonds; and

(6) such further documents, money and securities as are required by the provisions of the Indenture and the Supplemental Indenture providing for the issuance of such Parity Bonds.

Rate and Method of Apportionment of Special Taxes

The following is a synopsis of the provisions of the Rate and Method of Apportionment of Special Tax for Improvement Area No. 1 of the District ("Rate and Method"). This synopsis does not purport to be comprehensive and should be read in conjunction with the complete text of the Rate and Method, including its attachments, which is attached hereto as "APPENDIX B – Rate and Method of Apportionment of Special Taxes." All capitalized terms not defined in this section have the meanings set forth in APPENDIX B.

Each Fiscal Year, each Assessor's Parcel within the boundaries of Improvement Area No. 1 shall be classified as Taxable Property or Exempt Property. In addition, all Taxable Property within Improvement Area No. 1 shall be classified as Developed Property, Undeveloped Property or Provisional Property, and all such Taxable Property shall be subject to the levy of Special Taxes in accordance with the Rate and Method of Apportionment. Furthermore, each Assessor's Parcel of Developed Property shall be classified to its applicable Land Use Class based on its Building Square Footage.

For each Fiscal Year, the CFD Administrator shall calculate the Special Tax Requirement for Facilities and levy Special Tax on all Taxable Property in accordance with the following steps:

Step 1: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at 100% of the applicable Assigned Special Tax;

Step 2: If additional monies are needed to satisfy the Special Tax Requirement after Step 1 has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for Undeveloped Property;

Step 3: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Property up to 100% of the Maximum Special Tax for Provisional Property; and

Step 4: If additional monies are needed to satisfy the Special Tax Requirement after the first three steps have been completed, then the Special Tax amount determined in Step 1 shall be increased Proportionately on each Assessor's Parcel of Developed Property up to 100% of the Maximum Special Tax for Developed Property.

"Special Tax Requirement" is defined in the Rate and Method to mean that amount required in any Fiscal Year to: (i) pay regularly scheduled Debt Service on all Outstanding Bonds; (ii) pay period costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Fees and Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities authorized by the District and as required by the Acquisition Agreement provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property; and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; less (vii) a credit for funds available to reduce the Annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Notwithstanding the above, under no circumstances will the Special Tax levied in any Fiscal Year against any Assessor's Parcel of Residential Property for which an occupancy permit for private residential use has been issued be increased as a result of delinquency or default in the payment of the Special Tax applicable to any other Assessor's Parcel within Improvement Area No. 1 by more than 10% above what would have been levied in the absence of such delinquencies or defaults.

The Special Tax shall be levied for as long as necessary to meet the Special Tax Requirement for period not to exceed 40 Fiscal Years, which commenced with Fiscal Year 2016-17, provided however that the Special Tax will cease to be levied in an earlier Fiscal Year if the CFD Administrator has determined that all Bonds that are expected to be issued have been issued and all required principal and interest payments on all outstanding Bonds have been paid.

THE DISTRICT

General

Description. The District includes two improvement areas which will be developed into gated housing communities. Improvement Area No. 1 occupies the eastern portion of the District and Improvement Area No. 2 occupies the western portion of the District. The development known as Westridge at Sycamore Hills is situated within the boundaries of Improvement Area No. 1 and is a gated community consisting of a total of 145 detached condominiums at buildout on approximately 16.26 gross acres of land, with a minimum of 14.27 taxable acres. The gated community development at Westridge at Sycamore Hills will have recreational amenities, such as a pool, spa, fitness center, barbeque area, outdoor loggia, public gardens and a club house. Currently, Bravepark Property LLC ("Bravepark") owns all the property within Improvement Area No. 2., which is approximately 15.84 acres of land. Pursuant to a Purchase and Sale Agreement entered into between Bravepark and Taylor Morrison in April 2018, Bravepark was to sell the entire parcel of Improvement Area No. 2 to Taylor Morrison no later than April 2019 to be developed by Taylor Morrison into a gated community consisting of single-family homes. However, the sale did not occur and the parties are currently in litigation to seek a judicial determination of the rights and duties of both parties as well as to seek recovery of the initial escrow deposit. Bravepark is currently marketing Improvement Area No. 2 to other merchant builders. The dispute is not expected to have any impact on the development within Improvement Area No. 1. **The Bonds are only secured by the Special Taxes from taxable property within Improvement Area No. 1.**

Location and Immediate Surroundings. The District is located within the western portion of the City, north of Foothill Boulevard (Historic Route 66) and Interstate 10. The District is located at the northeast corner of Baseline Road and Park View Promenade, just west of North Benson Avenue. Improvement Area No. 2 of the District is located to the west of Improvement Area No. 1 and borders the south side of the 210 Foothill Freeway. To the east of the District is a 15 to 20 year-old single family residential community known as Mountain Shadows. To the north of Improvement Area No. 1 is open space which is proposed to be developed into a city park. Sand and gravel quarries are located south of Baseline Road. See APPENDIX A – "GENERAL INFORMATION ABOUT THE CITY OF UPLAND AND SAN BERNARDINO COUNTY" for certain demographic information on the City and the County. The boundary map of the District and the two improvement areas within the District is attached hereto as APPENDIX I.

The District is located within a portion of the Park View Specific Plan area ("Specific Plan"). The Specific Plan provides for a development of a mix of single family residential detached and attached housing, with open space recreational areas, as well as a commercial center to serve the neighborhood, on approximately 42 acres. There are five planning areas covered by the Specific Plan. Planning Areas 1 and 2 are located within Improvement Area No. 1 and will consist of detached condominiums on 16.26 acres. Planning Area 3 is located within Improvement Area No. 2 of the District, directly west of and adjacent to Improvement Area No. 1, with Planning Area 3 to be developed into townhomes and single family detached cluster homes on 15.8 acres. Planning Area 4 is approximately 7.5 acres, is located directly west of and adjacent to Improvement Area No. 2 of the District, and comprises an area that coincides with the territory designated as "Future Excluded Area" on the District boundary map. See "APPENDIX I - DISTRICT BOUNDARY MAP." Directly to the west of and adjacent to Planning Area 4 is Planning Area 5, which is located in the City of Claremont and is approximately 4.0 acres. Planning Areas 4 and 5 have been developed into an 80,000 square foot shopping center known as Sycamore Hills Plaza, which is anchored by Whole Foods 365 and consists of a variety of commercial tenants including CVS, Starbucks, Supercuts, UPS, a nail bar, Union Bank, Orange Theory Fitness, a dry cleaners, and a variety of restaurants such as Jersey Mike's Subs, WaBa Grill, Wendy's, Menchies and a pizza restaurant.

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The table below shows comparable residential projects in the area:

Table 1
Upland Market Area
Comparable Residential Project Summary
(As of April 15, 2019)

No.	Project Location	Units	Lot Size	Base Price	Unit Size	Price Per Square Foot	Number Sold or In Escrow/Start Date	Overall Monthly Absorption
1	The Linden at Sycamore Hills	80	2,000	$505,990	1,621	$312.15	24	2.3
	Taylor Morrison of California, LLC			516,990	1,766	292.75	June 2018	
	Upland			526,990	1,815	290.35		
	Subject Property							
2	The Avenues at Sycamore Hills	65	3,600	$565,990	2,143	$264.11	23	2.2
	Taylor Morrison of California, LLC			590,990	2,271	260.23	June 2018	
	Upland			600,990	2,362	254.44		
	Subject Property							
3	Springtime at Harvest	125	2,500	$528,880	2,085	$253.66	124	4.8
	KB Home			542,880	2,192	247.66	February 2017	
	Upland			552,880	2,230	247.93		
				562,880	2,439	230.78		
4	Arbor Square at Harvest	127	2,000	$486,675	1,470	$331.07	2	2.6
	KB Home			503,276	1,638	307.25	March 2019	
	Upland			494,900	1,785	277.25		
				496,900	1,791	277.44		
5	Sunflower at Harvest	66	2,500	$413,328	1,273	$324.69	2	2.6
	KB Home			469,900	1,726	272.25	March 2019	
	Upland			490,900	1,795	273.48		
				512,305	1,973	259.66		
				521,760	2,192	238.03		

Source: Appraiser

Estimated Maximum Special Taxes and Debt Service Coverage

The debt service is structured, based on the Developed Property as of May 1, 2019, to produce Special Tax revenues from the Assigned Special Tax and the Maximum Special Tax which will result in a debt service coverage ratio of at least 110% for the anticipated life of the Bonds. See Tables 2 and 3 below.

An amount equal to the interest coming due and payable on the Deemed Escrow Bonds from the Delivery Date to June 1, 2022 (i.e., the special mandatory redemption date for the Deemed Escrow Bonds) will be deposited from proceeds of the Series 2019A Bonds into the Escrow Interest Account of the Escrow Fund on the Delivery Date. An amount equal to the initial principal amount of the Deemed Escrow Bonds will be deposited from proceeds of the Series 2019A Bonds into the Escrow Fund on the Delivery Date, and the Deemed Escrow Bonds are subject to special mandatory redemption from amounts on deposit in the Escrow Fund on June 1, 2022 in such principal amount, if any, to facilitate 110% coverage of Special Taxes, based on the status of development at that time, over Maximum Annual Debt Service, calculated with respect to all Bonds expected to be Outstanding immediately following the final Escrow Disbursement Date, after deduction of estimated administrative expenses of the District assumed to be equal to the Administrative Expenses

Priority Amount ($20,000). If all units are fully built out in accordance with the Landowner's currently proposed development, it is projected that such 110% coverage of Special Taxes over Maximum Annual Debt Service on all Bonds (after deduction of the Administrative Expenses Priority Amount) will be attained without any special mandatory redemption of Deemed Escrow Bonds. See "THE BONDS – Redemption – *Special Mandatory Redemption from Escrow Fund Transfer,*" "SECURITY FOR THE BONDS – Escrow Fund," "PROPERTY OWNERSHIP AND PROPOSED DEVELOPMENT – Plan of Development" and "RISK FACTORS – Property Values and Property Development." See also the following Table 3 (Estimated Debt Service Coverage), which sets forth the estimated debt service coverage of net Special Taxes with respect to debt service on the non-Deemed Escrow Bonds, as well as with respect to debt service on all Bonds, as further set forth and described therein.

The following table shows a comparison of (i) the projected Special Tax levy for the Bond Year with Maximum Annual Debt Service on all non-Deemed Escrow Bonds (*i.e.,* the Bond Year Ending September 1, 2049*), and (ii) the estimated Maximum Special Taxes at buildout, based on the Landowner's currently proposed development. As a conservative measure, the table further shows the distribution of the projected Special Tax levy in the Bond Year with Maximum Annual Debt Service on all non-Deemed Escrow Bonds among parcels in Improvement Area No. 1 assuming no further development after May 1, 2019 (*i.e.,* that parcels classified as "Developed Property" under the Rate and Method consist solely of the 68 developed units for Fiscal Year 2019-20, and the balance of the property in Improvement Area No. 1 remains undeveloped).

Assuming all units are fully built out in accordance with the Landowner's currently proposed development, the coverage of (a) estimated Maximum Special Taxes at buildout ($626,553), less estimated administrative expenses of the District assumed to be equal to the Administrative Expenses Priority Amount ($20,000), over (b) Maximum Annual Debt Service on all non-Deemed Escrow Bonds ($544,026*) is projected to be 111.49%*. See "PROPERTY OWNERSHIP AND PROPOSED DEVELOPMENT – Plan of Development" and "RISK FACTORS – Property Values and Property Development."

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Table 2
Estimated Maximum Special Taxes at Buildout and Projected Special Tax Levy for Bond Year with Maximum Annual Debt Service on Non-Deemed Escrowed Bonds (assuming Fiscal Year 2019-20 Developed Property)

Land Use Class	Building Square Footage	Developed Property Fiscal Year 2019-20[1]	Assigned Special Tax Per Residential Unit/ Maximum Special Tax per Undeveloped Acre	Projected Special Tax Levy for Non-Deemed Escrowed Bonds Maximum Annual Debt Service* Assuming Fiscal Year 2019-20 Developed Property[2]	Number of Units at Buildout	Estimated Maximum Special Taxes at Buildout[3]
1	greater than 2,200	23	$4,701	$108,123	49	$230,349
2	2,001-2,200	9	4,495	40,455	16	71,920
3	1,801 - 2,000	13	4,309	56,017	28	120,652
4	1,601 - 1,800	23	3,916	90,068	52	203,632
5	1,600 or less	0	3,834	0	0	0
Undeveloped	--	--	$42,423 per acre	$249,363	NA	NA
	Total	**68**		**$544,026**	**145**	**$626,553**

Source: Willdan Financial Services.
*Preliminary, subject to change.
(1) Under the Rate and Method, property is generally considered "Developed Property" for special tax levy purposes if a building permit has been issued for the assessor's parcel prior to May 1 preceding the applicable tax year. See "SECURITY FOR THE BONDS – Rate and Method of Apportionment of Special Taxes" and "APPENDIX B – Rate and Method of Apportionment of Special Taxes."
(2) Based on a Special Tax Requirement (as defined in the Rate and Method) that uses Maximum Annual Debt Service on all non-Deemed Escrow Bonds (Bond Year Ending September 1, 2049*) and assumed administrative expenses in an amount equal to the Administrative Expenses Priority Amount of $20,000 per Bond Year. Based on Assigned Special Tax on Developed Property and Maximum Special Tax on Undeveloped Property as of May 1, 2019.
(3) Based on the Landowner's currently proposed development, the Maximum Special Tax on Developed Property under the Rate and Method is calculated to equal the Assigned Special Tax on Developed Property. See "PROPERTY OWNERSHIP AND PROPOSED DEVELOPMENT – Plan of Development" and "APPENDIX B – Rate and Method of Apportionment of Special Taxes."

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The following table shows the estimated debt service coverage for the Bonds.

Table 3
Estimated Debt Service Coverage*

Bond Year Ending (September 1)	Net Available Special Taxes[1]	Non-Deemed Escrow Bonds Debt Service[2]*	Non-Deemed Escrow Bonds Debt Service Coverage*	Net Maximum Special Taxes[1]	Maximum Debt Service on all Bonds[2]*	Debt Service Coverage*
2020	$536,811	$358,402	1.50x	$621,088	$401,742	1.55x
2021	536,811	470,820	1.14	621,088	510,220	1.22
2022	536,811	475,255	1.13	621,088	514,655	1.21
2023	536,811	474,345	1.13	621,088	513,745	1.21
2024	536,811	473,240	1.13	621,088	512,640	1.21
2025	536,811	471,940	1.14	621,088	511,340	1.21
2026	536,811	474,670	1.13	621,088	514,070	1.21
2027	536,811	471,960	1.14	621,088	511,360	1.21
2028	536,811	474,030	1.13	621,088	548,430	1.13
2029	536,811	470,655	1.14	621,088	548,874	1.13
2030	536,811	472,009	1.14	621,088	548,878	1.13
2031	536,811	466,948	1.15	621,088	547,466	1.13
2032	536,811	466,641	1.15	621,088	550,641	1.13
2033	536,811	475,845	1.13	621,088	548,158	1.13
2034	536,811	474,145	1.13	621,088	550,108	1.13
2035	536,811	471,955	1.14	621,088	546,399	1.14
2036	536,811	474,275	1.13	621,088	547,200	1.14
2037	536,811	475,681	1.13	621,088	547,088	1.14
2038	536,811	471,338	1.14	621,088	546,225	1.14
2039	536,811	466,413	1.15	621,088	549,613	1.13
2040	536,811	475,988	1.13	621,088	547,163	1.14
2041	536,811	474,513	1.13	621,088	549,000	1.13
2042	536,811	472,700	1.14	621,088	550,331	1.13
2043	536,811	475,550	1.13	621,088	546,156	1.14
2044	536,811	472,894	1.14	621,088	546,644	1.14
2045	536,811	474,900	1.13	621,088	546,625	1.14
2046	536,811	475,900	1.13	621,088	550,525	1.13
2047	536,811	471,375	1.14	621,088	548,725	1.13
2048	536,811	471,500	1.14	621,088	546,400	1.14
2049	536,811	476,100	1.13	621,088	548,550	1.13

Source: Underwriter

(1) Based on building permits issued as of May 1, 2019. Assumes Projected Special Tax ($544,026 current and $626,553 maximum) less Administrative Expenses at the Administrative Expenses Priority Amount of $20,000 per Bond Year plus interest earnings on the Reserve Account invested at an annual rate of two percent (2%).

(2) Debt Service for each Bond Year ending September 1 will be paid from Special Taxes collected during the immediately preceding fiscal year. For example, debt service for the Bond Year ending September 1, 2020 will be paid from Special Taxes levied and collected during Fiscal Year ending June 30 2020.

* Preliminary, subject to change.

Pursuant to Section 53321(d) of the Act, the special tax levied in any fiscal year against any assessor's parcel for which an occupancy permit for private residential use has been issued shall not be increased as a consequence of delinquency or default by the owner of any other assessor's parcel within Improvement Area No. 1 by more than 10% above the amounts that would have been levied in that fiscal year had there never been any such delinquencies or defaults. As a result, it is possible that the District may not be able to increase the tax levy to the assigned special tax in all years. However, subject to the limitations on the District's ability to levy the necessary amount of Special Taxes as imposed by Section 53321(d) of the Act and the terms and provisions of the Rate and Method, the District can levy Special Taxes on Undeveloped Property in Improvement Area No. 1 to make up all or a portion of such shortfall.

Appraised Property Value

The information below is only a summary of certain information contained in the Appraisal. The Appraisal is reprinted herein as Appendix C. The information below is qualified in its entirety by the complete Appraisal. The District makes no representation as to the accuracy or completeness of the Appraisal.

The Appraisal. The Bonds are secured by Special Taxes which may include amounts realized upon foreclosure sale of delinquent parcels. Therefore, the ability of the District to meet debt service on the Bonds may depend on the ability of delinquent parcels to generate sufficient proceeds upon foreclosure sale to pay delinquent Special Taxes. The City commissioned Harris Realty Appraisal, Newport Beach, California (the "Appraiser") to ascertain the "as is" market value of the fee simple estate for the taxable property in Improvement Area No. 1. As of the date of the Appraisal, 35 homes were completed and owned by individual homeowners, 19 homes were completed but not closed (including 4 model homes), 6 homes were under construction, and the remainder of the property consisted of 85 physically finished lots.

The Appraiser estimated that, as of the April 15, 2019 date of value of the Appraisal, the "as is" market value of the fee simple estate (subject to the lien of the Special Taxes) of all the taxable land and improvements within Improvement Area No. 1 was $46,500,000, which is approximately 5[*] times the aggregate principal amount of the Bonds. The Appraisal's value estimates reflect certain assumptions set forth in the Appraisal including that all costs reported by Taylor Morrison are accurate, including but not limited to the remaining impact fees and lot costs for the physically finished lots. Any variance in costs could impact the value conclusions reported in this appraisal report. For a full description of the assumptions relied upon by the Appraiser, as well as a description of the valuation methodology, see APPENDIX C – "APPRAISAL REPORT". The Appraisal was prepared in accordance with and subject to the requirements of The Appraisal Standards for Land Secured Financing as published by the California Debt and Investment Advisory Commission, the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, and the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. See APPENDIX C – "APPRAISAL REPORT".

Appraised Value to Lien Ratio

The following table shows the projected value to burden ratio for the 145 units that were the subject of the Appraisal based on the appraised values set forth in the Appraisal and the original principal amount of the Bonds. The following value-to-lien ratios only represent estimated averages for the property within Improvement Area No. 1. No assurance can be given that the amounts shown in this table will conform to those ultimately realized in the event of a foreclosure action following delinquency in the payment of the Special Taxes.

[*] Preliminary, subject to change.

As a conservative measure, the table further shows the distribution of the projected Special Tax levy in the Bond Year with Maximum Annual Debt Service on all non-Deemed Escrow Bonds among parcels in Improvement Area No. 1 assuming no further development after May 1, 2019 (i.e., that parcels classified as "Developed Property" under the Rate and Method consist solely of the 68 developed units for Fiscal Year 2019-20, and the balance of the property in Improvement Area No. 1 remains undeveloped). No assurance can be given that the amounts shown in this table will conform to those ultimately realized in the event of a foreclosure action following delinquency in the payment of the Special Taxes.

Table 4
City of Upland
Community Facilities District No. 2015-1 (Sycamore Hills)
(Improvement Area No. 1)

Appraised Values and Value to Lien Ratio
(As of April 15, 2019)

Property Owner	Rate and Method Land Use Classification for Fiscal Year 2019-20 (1)	Development Status as of 4/15/2019 (2)	# of Residential Lots	Appraised Value(3)	Percentage of Appraised Value	Principal Amount of Non-Deemed Escrow Bonds*(4)	Value to Lien Ratio (5)*	Projected Special Tax Levy for Bond Year with Maximum Annual Debt Service on Non-Deemed Escrow Bonds(6)	Percentage of Total Special Tax Levy
Individual Owners	Developed	Fully Built	35	$19,000,000	41%	$2,298,478	8.27:1	$154,089	28%
Taylor Morrison	Developed	Fully Built	19	8,500,000	18	1,194,324	7.12:1	80,067	15
Taylor Morrison	Developed	Under Construction	6	2,300,000	5	417,664	5.51:1	28,000	5
Taylor Morrison	Developed	Physically Finished Lot	8	2,000,000	4	484,893	4.12:1	32,507	6
Taylor Morrison	Undeveloped	Physically Finished Lot	77	14,700,000	32	3,719,642	3.95:1	249,363	46
	Totals		**145**	**$46,500,000**	**100%**	**$8,115,000**	**5.73:1**	**$544,026**	**100.0%**

Source: Willdan Financial Services
* Preliminary, subject to change.
(1) Based on building permits issued as of May 1, 2019. Under the Rate and Method, property is generally considered "Developed Property" for special tax levy purposes if a building permit has been issued for the assessor's parcel prior to May 1 preceding the applicable tax year. See "SECURITY FOR THE BONDS – Rate and Method of Apportionment of Special Taxes" and "APPENDIX B – Rate and Method of Apportionment of Special Taxes."
(2) See "APPENDIX C – Appraisal Report" for further details regarding the development status of property within Improvement Area No. 1 as of April 15, 2019.
(3) Based on Appraisal dated April 25, 2019, with a April 15, 2019 date of value. See "APPENDIX C – Appraisal Report."
(4) Allocated based on percentage of Fiscal Year 2019-20 Special Tax Levy. Excludes the Deemed Escrow Bonds.
(5) Value to Lien Ratio is calculated as "Appraised Value" divided by "Principal Amount of Non-Deemed Escrow Bonds."
(6) Based on a Special Tax Requirement (as defined in the Rate and Method) that uses Maximum Annual Debt Service (Bond Year Ending September 1, 2049*) and assumed administrative expenses in an amount equal to the Administrative Expenses Priority Amount of $20,000 per Bond Year.

Direct and Overlapping Governmental Obligations

Properties in Improvement Area No. 1 are within the jurisdiction of a number of overlapping local agencies providing public services and assessing property taxes, assessments, special taxes and other charges on the property in Improvement Area No. 1. Many of these local agencies have outstanding debt.

The direct and overlapping obligations affecting the property in Improvement Area No. 1 as of May 1, 2019, are shown in the following table. *The table was prepared by California Municipal Statistics, Inc., and is included for general information purposes only. Neither the City nor the District has reviewed this report for completeness or accuracy and makes no representation in connection therewith.*

Table 5
Direct and Overlapping Governmental Obligations
CITY OF UPLAND COMMUNITY FACILITIES DISTRICT NO. 2015-1, I.A. No. 1

2018-19 Local Secured Assessed Valuation: $27,429,315

DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:	% Applicable	Debt 5/1/19
Metropolitan Water District General Obligation Bonds	0.001%	$ 452
Chaffey Community College District General Obligation Bonds	0.024	33,566
Upland Unified School District General Obligation Bonds	0.286	255,895
City of Upland Community Facilities District No. 2015-1, I.A. No. 1	**100.**	**- -** (1)
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		$289,913
OVERLAPPING GENERAL FUND DEBT:		
San Bernardino County General Fund Obligations	0.012%	$ 41,327
San Bernardino County Pension Obligation Bonds	0.012	35,615
San Bernardino County Flood Control District General Fund Obligations	0.012	7,746
Chaffey Community College District General Fund Obligations	0.024	7,462
City of Upland General Fund Obligations	0.293	20,788
TOTAL OVERLAPPING GENERAL FUND DEBT		$112,938
COMBINED TOTAL DEBT(2)		$402,851

(1) Excludes Mello-Roos Act bonds to be sold.
(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Ratios to 2018-19 Assessed Valuation:

Direct Debt	**- %**
Total Direct and Overlapping Tax and Assessment Debt	1.06%
Combined Total Debt	1.47%

Estimated Tax Burden on Detached Condominium

The following table sets forth the estimated total tax burden on the detached condominiums by size in Improvement Area No. 1.

Table 6
CITY OF UPLAND
COMMUNITY FACILITIES DISTRICT NO. 2015-1 (SYCAMORE HILLS)
IMPROVEMENT AREA NO. 1
Estimated Total Effective Tax Rate
Detached Condominium Units

VALUES	**Class 1 Greater than 2,200 Sq. Ft.**	**Class 2 2,001 to 2,200 Sq. Ft.**	**Class 3 1,801 to 2,000 Sq. Ft.**	**Class 4 1,601 to 1,800 Sq. Ft.**
Median Base Price (1)	$595,990	$565,990	$526,990	$511,495
Less Home Owners Exemption	(7,000)	(7,000)	(7,000)	(7,000)
Estimated Property Value	**$588,990**	**$558,990**	**$519,990**	**$504,495**
AD VALOREM PROPERTY TAXES (2)				
Basic Levy	$5,890	$5,590	$5,200	$5,045
Chaffey Community College District	$90	$86	$80	$77
School Bonds	$346	$328	$305	$296
Metropolitan Water District DS	$21	$20	$18	$18
Total(5)	**$6,346**	**$6,023**	**$5,603**	**$5,436**
ASSESSMENTS, SPECIAL TAXES AND PARCEL CHARGES				
MWD Standby (3)	$8	$8	$8	$8
SBCO Fire West Valley (3)	$158	$158	$158	$158
Upland Vector Control (3)	$6	$6	$6	$6
County Vector Control (3)	$14	$14	$14	$14
CFD No. 2015-1 IA1 Special Tax (4)	$4,701	$4,495	$4,309	$3,916
CFD No. 2017-1 IA1 (Services) Special Tax (3)	$28	$28	$28	$28
Total(5)	**$4,914**	**$4,708**	**$4,522**	**$4,129**
PROJECTED TOTAL PROPERTY TAXES(5)	**$11,260**	**$10,731**	**$10,124**	**$9,564**
Estimated Effective Tax Rate				
Fiscal Year 2018-19 Assigned Special Tax Rate	1.91%	1.92%	1.95%	1.90%

Source: Willdan Financial Services.
(1) Based on the average base price per the Appraisal dated April 25, 2019.
(2) Based on fiscal year 2018-2019 rates for Tax Rate Area 008-056.
(3) Based on fiscal year 2018-19 property tax bills.
(4) Based on maximum Assigned Special Taxes pursuant to the Rate and Method of Apportionment.
(5) Numbers may not add due to rounding.

PROPERTY OWNERSHIP AND PROPOSED DEVELOPMENT

The following information regarding the ownership, developer and planned development of Improvement Area No. 1 in the District has been provided by, or on behalf of, Taylor Morrison for use in this Official Statement, and has not been independently confirmed or verified by the District or the Underwriter. Neither the District nor the Underwriter makes any representation as to the accuracy or adequacy of this information or the absence of any material change after the date of this Official Statement. No assurance can be given that the proposed development will occur as described herein or that it will be completed in a timely manner.

No assurance can be given that the proposed development within Improvement Area No. 1 will occur as described below. As the proposed land development progresses and parcels are sold, it is expected that the ownership of the land within Improvement Area No. 1 will become more diversified. No assurance can be given that development of the land within Improvement Area No. 1 will occur in a timely manner or in the configuration described herein, or that any landowner described herein will obtain or retain ownership of any of the land within Improvement Area No. 1. The Bonds and the Special Taxes are not personal obligations of any landowners, including Taylor Morrison, and in the event that a landowner defaults in the payment of the Special Taxes, the District may proceed with judicial foreclosure but has no direct recourse to the assets of any landowner. As a result, other than as provided herein, no financial statements or information is, or will be, provided about Taylor Morrison or any other landowners. The Bonds are secured solely by the Special Tax revenues and other amounts pledged under the Indenture. See "SECURITY FOR THE BONDS" and "RISK FACTORS."

Taylor Morrison

Taylor Morrison of California, LLC is a California limited liability company (the "Landowner" or "Taylor Morrison") which, as of April 15, 2019, owned approximately 76% of the total lots within Improvement Area No. 1. The remaining landowners are individual singleowners who purchased their homes from Taylor Morrison. Taylor Morrison is constructing the homes within Improvement Area No. 1 that will be subject to the Special Tax.

Taylor Morrison's sole shareholder is Taylor Morrison Services, Inc., a Delaware corporation qualified in California ("TMSI"). TMSI is controlled by Taylor Morrison Home Corporation, a Delaware corporation ("TMHC"). TMHC is traded on the New York Stock Exchange as "TMHC." TMHC's principal executive offices are located in Scottsdale, Arizona. TMHC was created as a result of the July 2007 merger of two United Kingdom-based, publicly-listed homebuilders, Taylor Woodrow plc and George Wimpey plc, whose predecessor entities commenced homebuilding operations in the United States in 1936. The merger resulted in the formation of Taylor Wimpey plc. The subsequent integration of Taylor Woodrow, Inc. and Morrison Homes, Inc. in the U.S. formed TMHC and Monarch Corporation in Canada, respectively. TMHC is one of the largest public homebuilders in the United States. According to TMHC, during the year ended December 31, 2018, it had operations located in nine states and closed 8,760 homes, an increase of approximately 9.1% compared to 2017. At December 31, 2018, it owned or controlled approximately 57,000 lots. Additional information on TMHC, including Annual Reports and related financial statements, prepared in accordance with generally accepted accounting standards, can be found on the investors relations tab of www.taylormorrison.com. This internet address is included for reference only and the information on the Internet site is not a part of this Official Statement and is not incorporated by reference into this Official Statement. No representation is made in this Official Statement as to the accuracy or adequacy of the information contained on the internet site

Development Experience. A partial list of projects completed Taylor Morrison or its affiliates in Southern California include:

Table 7
Taylor Morrison
Development Experience

Project	Location	Number of Units	Occupied by Individual Homeowners	Average Base Price
Palisades	Yorba Linda	143	Yes	Mid $700,000
Quinterra	Irvine	51	Yes	Low $1 Million
Citrus Glen	Claremont	50	Yes	Low $400,000
Saviero	Irvine	90	Yes	High $1 Million
Capella	Irvine	72	Yes	Low $1 Million
Springhouse	Irvine	83	Yes	High $800,000
Sol Y Mar	Palos Verdes	60	Yes	Low $900,000
Estancia	Rancho Cielo	32	Yes	Mid $1 Million

Plan of Development

Bravepark Property LLC ("Bravepark"), the original owner of all the land within Improvement Area No. 1, has taken all actions necessary to entitle the land within Improvement Area No. 1. Bravepark entered into the Park View Upland Development Agreement with the City, which was recorded on April 28, 2016 with the County Record for San Bernardino County (the "Development Agreement"). The Development Agreement grants certain rights, duties and obligations with respect to the development and improvement of the Park View Project which the District is contained. On September 20, 2017, Bravepark and Taylor Morrison entered into an Assignment and Assumption Agreement ("Assignment Agreement") pursuant to which Bravepark assigned certain rights, duties and obligations under the Development Agreement pertaining to Improvement Area No. 1, while at the same time retaining some obligations and rights with respect thereto. Pursuant to the Assignment Agreement, Bravepark retained the obligation to construct the backbone infrastructure (i.e., water, reclaimed water, sewer lines, storm drain improvements, off site dry utilities, undergrounding of certain utilities and various street and traffic signal improvements) on the major arterial streets serving the District, which are eligible for acquisition by the City from bond proceeds pursuant to an Acquisition Agreement, dated as of November 1, 2015, between the City and Bravepark. Bravepark sold the property within Improvement Area No. 1 to Taylor Morrison in September 2017. Taylor Morrison will construct and sell to individual homebuyers single-family detached condominium units on such property, and has substantially completed the subdivision streets (except for final lift of paving and sidewalks customarily deferred until after completion of home construction) and utilities within Improvement Area No. 1. All necessary land entitlements to construct, or contract for the construction of, all necessary improvements and infrastructure in Improvement Area No. 1 have been obtained.

Taylor Morrison will develop a total of 145 detached condominiums in Improvement Area No. 1. These condomuniums will be located in a gated planned residential community known as "Westridge at Sycamore Hills". The proposed 145 detached condominiums in Improvement Area No. 1 will consist of two product lines: Linden (80 units) and Avenue (65 units). The Linden units will consist of two-story three and four bedroom units with 2.5 or 3 bathrooms and a 2 car garage, built on lots with a minimum size of 2,000 square feet, and will have three different home plans ranging in size from 1,621 to 1,815

square feet, with base sales prices ranging from $505,990 to $526,990. The Avenue units will consist of two-story four bedroom units with 3 bathrooms and a 2 car garage built on minimum 3,600 square foot lots ranging in size from 2,143 square feet to 2,362 square feet with base sale prices ranging from $565,990 to $600,990.

The following table summarizes the units in the Linden and Avenue developments in Improvement Area No. 1 by square footage and the estimated prices of each plan type:

Table 8
Linden and Avenue Base Sales Price and Absorption
(as of April 15, 2019)

	Total Units	Minimum Lot Size	Base Price[1]	Unit Square Footage	No Sold Absorption
The Linden	80	2,000	$505,990 516,990 526,990	1,621 1,766 1,815	24 2.3 Du/mo.
The Avenue	65	3,600	565,990 590,990 600,990	2,143 2,271 2,362	23 2.2 Du/mo.
	145				

Source: Appraisal and Taylor Morrison.
[1] Prices reflect base sales prices as of April 15, 2019, which are subject to change and exclude options, upgrades, lot premiums and any incentives or price reductions being offered. There can be no assurance that actual base sales prices of the remaining units will equal or exceed the base sales prices set forth above.

The following table summarizes the status of development, as well as closed sales of the units in the Linden and the Avenue developments as of April 15, 2019:

Table 9
Improvement Area No. 1
Status of Development
(as of April 15, 2019)

	The Linden	The Avenue	Total
Completed Dwellings	**28**	**26**	**54**
Models	2	2	4
Production Dwellings	26	24	50
Closed Sales	16	19	35
Dwellings Under Construction	**0**	**6**	**6**
Physically Finished Lots	**52**	**33**	**85**
Total Per Product	**80**	**65**	**145**

Source: Appraisal

Taylor Morrison anticipates the remaining phases of development within Improvement Area No. 1 will be completed in accordance with the following proposed schedule:

Table 10
Improvement Area No. 1
Development Schedule
(as of May 15, 2019)

Product Line	Phase	Number of Units	Actual/Projected Start Date	Actual/Projected Completion Date
The Linden	Model	2	January 2018	May 2018
	1	6	February 2018	September 2018
	3	6	February 2018	September 2018
	5	6	March 2018	February 2019
	7	8	May 2018	March 2019
	9	8	July 2018	August 2019
	11	8	April 2019	November 2019
	13	8	August 2019	January 2020
	15	8	October 2019	April 2020
	17	8	December 2019	June 2020
	19	8	February 2020	August 2020
	21	4	April 2020	October 2020
The Avenue	Model	2	January 2018	May 2018
	2	6	March 2018	November 2018
	4	6	April 2018	November 2018
	6	6	March 2018	December 2018
	8	6	June 2018	March 2019
	10	6	August 2018	July 2019
	12	6	May 2019	October 2019
	14	6	June 2019	December 2019
	16	7	August 2019	January 2020
	18	4	September 2019	February 2020
	20	6	October 2019	April 2020
	22	4	December 2019	May 2020

Source: Taylor Morrison

Status of Regulatory Permits, Agreements and Procedures

Taylor Morrison represents that subject only to the payment of applicable fees, all material permits (other than building permits, which are customarily deferred until prior to construction of each condominium unit) needed to commence construction of the Westridge at Sycamore Hills development project have been obtained and when such fees are paid will be in full force and effect and not subject to

appeal or challenge. Various impact fees are due each time a building permit is obtained. Taylor Morrison represents that there are no other conditions to the issuance of the building permits.

Tax Delinquencies of Taylor Morrison and Its Affiliates and Other Matters

Taylor Morrison represents that neither it nor any of its affiliates, members or partners have ever defaulted to any material extent in the payment of special taxes or assessments levied on its property within Improvement Area No. 1 or any other community facilities district or assessment district in California within the past five years. Taylor Morrison, a California limited liability also represents that neither it nor any of its affiliates, members or partners is in default on any loans, lines of credit or other obligation the result of which could have a material adverse effect on the development of the property owned by it in Improvement Area No. 1. Except as expressly provided herein, Taylor Morrison represents that neither it nor any of its affiliates has ever filed bankruptcy or been declared bankrupt. Taylor Morrison also represents that there is no litigation of any nature in which it has been served or is pending or threatened against it, which if successful, would materially adversely affect the ability of Taylor Morrison to complete the sale and development of the property it currently owns within Improvement Area No. 1 or to pay the Special Taxes and ad valorem tax obligations when due on the property it currently owns within Improvement Area No. 1. Except as described in this Official Statement and except for those consents, permits, authorizations, certifications and approvals of governmental entities required in the ordinary course of development, Taylor Morrison represents that it has no actual knowledge of any impediment which could have a material adverse effect on its ability to complete the planned development of its property within Improvement Area No. 1 within the timeframe and budget described herein.

Financing Plan

As of April 1, 2019, Taylor Morrison had expended approximately $27,429,000 in acquiring its land in Improvement Area No. 1 and approximately $22,513,719 in land improvements, home construction costs and other development, marketing and sales costs (exclusive of internal financing repayment). Taylor Morrison expects the remaining site improvement costs (including all required fees), home construction costs and other development, marketing and sales costs within Improvement Area No. 1 to be approximately $17,712,492.

Taylor Morrison has financed and plans to finance the buildout of the Westridge at Sycamore Hills project within Improvement Area No. 1, including the remaining cost of construction, marketing and carrying costs, with a combination of internal sources, home sales proceeds and Bond proceeds. Neither Taylor Morrison nor any other related entity is under any legal obligation to expend funds for the development of its property in Improvement Area No. 1.

RISK FACTORS

INVESTMENT IN THE BONDS INVOLVES ELEMENTS OF RISK AND ARE NOT APPROPRIATE INVESTMENTS FOR CERTAIN INVESTORS. THE FOLLOWING SECTION DESCRIBES CERTAIN SPECIFIC RISK FACTORS AFFECTING THE PAYMENT AND SECURITY OF THE BONDS. THE FOLLOWING DISCUSSION OF RISKS IS NOT MEANT TO BE AN EXHAUSTIVE LIST OF THE RISKS ASSOCIATED WITH THE PURCHASE OF THE BONDS AND THE ORDER OF DISCUSSION OF SUCH RISKS DOES NOT NECESSARILY REFLECT THE RELATIVE IMPORTANCE OF THE VARIOUS RISKS. POTENTIAL INVESTORS ARE ADVISED TO CONSIDER THE FOLLOWING FACTORS ALONG WITH ALL OTHER INFORMATION IN THIS OFFICIAL STATEMENT IN EVALUATING THE BONDS. THERE CAN BE NO ASSURANCE THAT OTHER RISK FACTORS NOT DISCUSSED UNDER THIS CAPTION WILL NOT BECOME MATERIAL IN THE FUTURE.

Limited Obligations of the District

Funds for the payment of the principal of, and the interest on, the Bonds are derived from the Special Tax levied against the taxable property in Improvement Area No. 1. While a projected coverage factor has been considered in structuring the annual debt service on the Bonds, the amount of Special Taxes that will be collected by the District could become insufficient to pay principal of, or interest on, the Bonds in certain circumstances. If there is a non-payment by property owners or insufficient proceeds are received from the foreclosure sale of property within Improvement Area No. 1 due to delinquencies, a default on the Bonds may follow upon the depletion of the Reserve Account. The Bonds do not represent the general obligations of the District. The District's obligation with respect to payment on the Bonds is limited to Net Taxes and moneys on deposit in the Special Tax Fund (and designated accounts therein, but excluding the Administrative Expenses Account) held by the Trustee under the Indenture. Neither the faith and credit nor the taxing power of the City, the County or the State or any of its political subdivisions is pledged to the payment of the Bonds.

Levy and Collection of the Special Taxes

The principal source of payment of principal of and interest on the Bonds is the proceeds of the annual levy and collection of the Special Tax against property within Improvement Area No. 1. The annual levy of the Special Tax is subject to the Maximum Annual Special Tax rate authorized in the Rate and Method. The levy cannot be made at a higher rate even if the failure to do so means that the estimated proceeds of the levy and collection of the Special Tax, together with other available funds, will not be sufficient to pay debt service on the Bonds when due.

Because the Special Tax formula set forth in the Rate and Method is not based on property value, the levy of the Special Tax will rarely, if ever, result in a uniform relationship between the value of particular parcels of Taxable Property and the amount of the levy of the Special Tax against those parcels. Thus, there will rarely, if ever, be a uniform relationship between the value of the parcels of Taxable Property and their proportionate share of debt service on the Bonds, and certainly not a direct relationship.

The following are some of the factors that might cause the levy of the Special Tax on any particular parcel of Taxable Property to vary from the Special Tax that might otherwise be expected:

- Reduction in the number of parcels of Taxable Property for such reasons as acquisition of Taxable Property by a governmental entity and failure (or refusal) of the governmental entity to pay the Special Tax based upon a claim of exemption or, in the case of the federal government or an agency thereof, immunity from taxation, thereby resulting in an increased tax burden on the remaining taxed parcels.

- Failure of the owners of Taxable Property to pay the Special Tax and delays in the collection of or inability to collect the Special Tax by tax sale or foreclosure and sale of the delinquent parcels, thereby resulting in an increased tax burden on the remaining parcels.

- Development of a parcel of Taxable Property more rapidly than development of other parcels of Taxable Property, thereby resulting in the application of development factors in the Special Tax formula to the parcel and resulting in an increased tax burden on the parcel of Taxable Property.

- Development of other parcels of Taxable Property less rapidly than expected, thereby resulting in delay in application of development factors in the Special Tax formula to the other parcels of Taxable Property and resulting in an increased tax burden on the developed parcel of Taxable Property.

If any Special Tax Installment becomes delinquent, the District can foreclose only upon the parcel or parcels with respect to which the Special Tax is delinquent. The Indenture provides that the Special Tax is to be collected in the same manner as ordinary ad valorem property taxes are collected and, except as provided in the special covenant for foreclosure described in "SECURITY FOR THE BONDS – Covenant to Commence Foreclosure Proceedings" and in the Act, is subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ordinary ad valorem property taxes. Under these procedures, if taxes are unpaid for a period of five years or more, the property is deeded to the State and then is subject to sale by the County.

If sales or foreclosures of property are necessary, there could be a delay in payments to owners of the Bonds pending such sales or the prosecution of foreclosure proceedings and receipt by the District of the proceeds of sale if the Reserve Account is depleted. See "SECURITY FOR THE BONDS – Covenant to Commence Foreclosure Proceedings."

Payment of Special Tax is not a Personal Obligation of the Landowner

An owner of Taxable Property is not personally obligated to pay the Special Tax. Rather, the Special Tax is an obligation only against the parcels of Taxable Property. If, after a default in the payment of the Special Tax and a foreclosure sale by the District, the resulting proceeds are insufficient, taking into account other obligations also constituting a lien against the parcels of Taxable Property, the District has no recourse against the owner for the delinquency.

Appraised Values

The Appraisal summarized in APPENDIX C estimates the market value of the taxable property within Improvement Area No. 1. This market value is merely the present opinion of the Appraiser, and is subject to the assumptions and limiting conditions stated in the Appraisal. The District has not sought the present opinion of any other appraiser of the value of the taxed parcels. A different present opinion of value might be rendered by a different appraiser.

The opinion of value relates to sale by a willing seller to a willing buyer, each having similar information and neither being forced by other circumstances to sell or to buy. Consequently, the opinion is of limited use in predicting the selling price at a foreclosure sale, because the sale is forced and the buyer may not have the benefit of full information. In addition, the opinion is a present opinion, based upon present facts and circumstances. Differing facts and circumstances may lead to differing opinions of value. The appraised value is not evidence of future value because future facts and circumstances may differ significantly from the present.

No assurance can be given that any of the Taxable Property within Improvement Area No. 1 could be sold for the estimated market value contained in the Appraisal if that property should become delinquent in the payment of Special Taxes and be foreclosed upon.

The Appraisal should be read for a more complete understanding of the assumptions, methodology and analysis used in estimating the market value of the taxable property within Improvement Area No. 1.

Property Values and Property Development

The value of Taxable Property within Improvement Area No. 1 is a critical factor in determining the investment quality of the Bonds. If a landowner defaults in the payment of the Special Tax, the District's only remedy is to foreclose on the delinquent property in an attempt to obtain funds with which

to pay the delinquent Special Tax and prospective purchasers of the Bonds should not assume that the property within Improvement Area No. 1 could be sold for the appraised or assessed values described herein or an amount adequate to pay delinquent Special Taxes. Land development and land values could be adversely affected by economic and other factors beyond the District and the City's control, such as a general economic downturn, adverse judgments in future litigation that could affect the scope, timing or viability of development, relocation of employers out of the area, stricter land use regulations, shortages of water, electricity, natural gas or other utilities, destruction of property caused by earthquake, flood or other natural disasters, environmental pollution or contamination, or unfavorable economic conditions.

Neither the District nor the City has evaluated development risks. Since these are largely business risks of the type that the landowner customarily evaluates individually, and inasmuch as changes in land ownership may well mean changes in the evaluation with respect to any particular parcel, the District is issuing the Bonds without regard to any such evaluation. Thus, the creation of the District and the issuance of the Bonds in no way implies that either the City or the District has evaluated these risks or the reasonableness of these risks. On the contrary, the City and the District have made no such evaluation and are undertaking acquisition and construction of the facilities being financed by the Bonds even though these risks may be serious and may ultimately halt or slow the progress of land development and forestall the realization of Taxable Property values in the event of delinquency and foreclosure.

The following is a discussion of specific risk factors that could affect the timing or scope of property development in the District or the value of property in the District.

Land Development and Land Values. Land values are influenced by the level of development in the area in many respects.

First, undeveloped or partially developed land is generally less valuable than developed land and provides less security to the owners of the Bonds should it be necessary for the District to foreclose on undeveloped or partially developed property due to the nonpayment of Special Taxes.

Second, failure to complete development on a timely basis could adversely affect the land values of those parcels that have been completed. Lower land values would result in less security for the payment of principal of and interest on the Bonds and lower proceeds from any foreclosure sale necessitated by delinquencies in the payment of the Special Tax. See "THE DISTRICT – Appraised Value to Lien Ratio." No assurance can be given that the proposed development within Improvement Area No. 1 will be completed or with respect to the timing of development, and in assessing the investment quality of the Bonds, prospective purchasers should evaluate the risks of noncompletion.

Risks of Real Estate Investment Generally. Purchasers of the Bonds will be subject to the risks generally incident to an investment secured by real estate. These risks affect the value of the property, as well as the property owners' willingness and/or ability to pay Special Taxes when due. Continuing development of land within Improvement Area No. 1 may be adversely affected by changes in general or local economic conditions, fluctuations in or a deterioration of the real estate market, increased construction costs, development, financing and marketing capabilities of the individual landowner, water or electricity shortages, and other similar factors. Development in Improvement Area No. 1 may also be affected by development in surrounding areas, which may compete with the District. In addition, land development operations are subject to comprehensive federal, state and local regulations, including environmental, land use, zoning and building requirements. There can be no assurance that proposed land development operations within the District will not be adversely affected by future government policies, including, but not limited to, governmental policies to restrict or control development, or future growth control initiatives. There can be no assurance that land development operations within the District will not be adversely affected by these risks.

Risk Related to Availability of Construction Financing. The ability of the Taylor Morrison to develop property within Improvement Area No. 1 is partially dependent on the availability of construction financing. At this time, Taylor Morrison believes that sufficient construction financing is available from internal sources to allow it to develop properties in Improvement Area No. 1 as planned. However, no guarantees can be made that such construction financing will remain available. In the event Taylor Morrison is unable to complete development of the property within Improvement Area No. 1, this may adversely impact the value of the Taxable Property and as a result, adversely impact Special Tax revenues available to pay debt service on the Bonds.

Risks Related to Availability of Home Loans. The availability of loans for potential purchasers of units and lots in Improvement Area No. 1 may impact the ability of Taylor Morrison and other owners of property to sell units and the lots within Improvement Area No. 1. No guarantees can be made that such home loans will be available or what impact, if any, such availability will have on Taylor Morrison's ability to develop Improvement Area No. 1 as envisioned.

Natural Disasters. The value of the Taxable Property in the future can be adversely affected by a variety of natural occurrences, particularly those that may affect infrastructure and other public improvements and private improvements on the Taxable Property and the continued habitability and enjoyment of such private improvements. The areas in and surrounding the District, like those in much of California, may be subject to unpredictable seismic activity. According to the City's General Plan adopted in September 2015, the City is located close to the San Antonio and Alquist-Priolo faults, as well as to other smaller faults in the region. In addition, the City's General Plan states that areas of the City (not including the District) are located in a 100-year flood zone, and therefore, may be subject to flooding. Other natural disasters could include, without limitation, fires, landslides, droughts or tornadoes. One or more natural disasters could occur and could result in damage to improvements of varying seriousness. The damage may entail significant repair or replacement costs and that repair or replacement may never occur either because of the cost, or because repair or replacement will not facilitate habitability or other use, or because other considerations preclude such repair or replacement. Under any of these circumstances there could be significant delinquencies in the payment of Special Taxes, and the value of the Taxable Property may well depreciate or disappear.

Legal Requirements. Other events that may affect the value of Taxable Property include changes in the law or application of the law. Such changes may include, without limitation, local growth control initiatives, local utility connection moratoriums and local application of statewide tax and governmental spending limitation measures.

Hazardous Substances. Claims regarding hazardous substances can have an adverse impact on the value of Taxable Property. In general, the owners and operators of Taxable Property may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Superfund Act," is one of the most well-known and widely applicable of these laws, but California laws with regard to hazardous substances are also generally regarded as stringent and similar. Under many of these laws, the owner or operator is obligated to remedy a hazardous substance condition of property whether or not the owner or operator has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the Taxable Property be affected by a hazardous substance, is to reduce the marketability and value of the parcel by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the financial and legal liability of a property owner (and thus affect such owners'

ability or willingness to pay Special Taxes when due), as well as the value of the property that is realized upon foreclosure.

The appraised values set forth in this Official Statement do not take into account the possible reduction in marketability and value of any of the Taxable Property by reason of the possible liability of the owner or operator for the remedy of a hazardous substance condition of the parcel. Although the District is not aware that the owner or operator of any of the Taxable Property has such a current liability with respect to any of the Taxable Property, it is possible that such liabilities do currently exist and that the District is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to any of the Taxable Property resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but that has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently on the parcel of a substance not presently classified as hazardous but that may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of Taxable Property that is realizable upon a delinquency.

Endangered and Threatened Species. It is illegal to harm or disturb any plants or animals in their habitat that have been listed as endangered species by the United States Fish & Wildlife Service under the Federal Endangered Species Act or by the California Fish & Game Commission under the California Endangered Species Act without a permit. Although Taylor Morrison believes that no federally listed endangered or threatened species would be affected by the proposed development within Improvement Area No. 1, the discovery of an endangered plant or animal could delay development of vacant property in Improvement Area No. 1 or reduce the value of undeveloped property.

Concentration of Landownership

As of April 15, 2019, Taylor Morrison owned approximately 76% of the taxable units in Improvement Area No. 1. The willingness and ability of Taylor Morrison, as well as other property owners, to pay property taxes and the Special Taxes could be adversely affected by changes in general or local economic conditions, fluctuations in the real estate market and other factors. A description of the Landowner is set forth under the caption "PROPERTY OWNERSHIP AND PROPOSED DEVELOPMENT." If any Special Tax installment becomes delinquent, the District can foreclose only upon the parcel or parcels with respect to which the Special Tax is delinquent. Failure of any owner of property in Improvement Area No. 1 to pay installments of the Special Tax when due could result in the depletion of the Reserve Account prior to reimbursement from the resale of foreclosed property or payment of the delinquent Special Tax and, consequently, an insufficiency of Special Tax proceeds to meet obligations under the Indenture. In that event, there could be a delay or failure in payments of the principal of and interest on the Bonds.

Other Possible Claims Upon the Value of Taxable Property

While the Special Taxes are secured by the Taxable Property, the security only extends to the value of such Taxable Property that is not subject to priority and parity liens and similar claims.

The table in the section entitled "THE DISTRICT – Direct and Overlapping Governmental Obligations" shows, as of September 1, 2018, the outstanding amount of governmental obligations (with stated exclusions), the tax or assessment for which is or may become an obligation of one or more of the parcels of Taxable Property. The table also states the additional amount of general obligation bonds the tax for which, if and when issued, may become an obligation of one or more of the parcels of Taxable

Property. The table does not specifically identify which of the governmental obligations are secured by liens on one or more of the parcels of Taxable Property.

In addition, other governmental obligations may be authorized and undertaken or issued in the future, the tax, assessment or charge for which may become an obligation of one or more of the parcels of Taxable Property and may be secured by a lien on a parity with the lien of the Special Tax securing the Bonds. The District does not have any control over the ability of other governmental entities to issue such obligations.

In general, as long as the Special Taxes are collected on the County Tax Roll, the Special Tax and all other taxes, assessments and charges also collected on the tax roll are on a parity, that is, are of equal priority. Questions of priority become significant when collection of one or more of the taxes, assessments or charges is sought by some other procedure, such as foreclosure and sale. In the event of proceedings to foreclose for delinquency of Special Taxes securing the Bonds, the Special Tax will be subordinate only to existing prior governmental liens, if any. Otherwise, in the event of such foreclosure proceedings, the Special Taxes will generally be on a parity with the other taxes, assessments and charges, and will share the proceeds of such foreclosure proceedings on a pro-rata basis. Although the Special Taxes will generally have priority over non-governmental liens on a parcel of Taxable Property, regardless of whether the non-governmental liens were in existence at the time of the levy of the Special Tax or not, this result may not apply in the case of bankruptcy. See "– Bankruptcy and Foreclosure Delays and Limitations" below. The existence of other property taxes, special taxes and special assessments may reduce the value-to-lien ratio of the affected parcels and increases the possibility that foreclosure proceeds will not be adequate to pay delinquent Special Taxes or the principal of, and interest on, the Bonds when due.

Exempt Properties

Certain properties in Improvement Area No. 1 are exempt from the Special Tax in accordance with the Rate and Method and the Act, which provides that properties or entities of the state, federal or local government are exempt from the Special Tax, subject to minimum taxable acreage of 14.27 acres per the Rate and Method; provided, however, that property within the District acquired by a public entity through a negotiated transaction or by gift or devise, which is not otherwise exempt from the Special Tax, will continue to be subject to the Special Tax. See "SECURITY FOR THE BONDS – Rate and Method of Apportionment of Special Taxes" and "APPENDIX B - RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES." It is possible that property in Improvement Area No. 1 acquired by a public entity following a tax sale or foreclosure based upon failure to pay taxes could become exempt from Special Taxes. In addition, although the Act provides that if property subject to the Special Tax is acquired by a public entity through eminent domain proceedings, the obligation to pay the Special Tax with respect to that property is to be treated as if it were a special assessment, the constitutionality and operation of these provisions of the Act have not been tested, meaning that such property could become exempt from the Special Tax.

The Act further provides that no other properties or entities are exempt from the Special Tax unless the properties or entities are expressly exempted in a resolution of consideration to levy a new special tax or to alter the rate or method of apportionment of an existing special tax.

Depletion of Reserve Account

The Reserve Account generally is to be maintained at an amount equal to the Reserve Requirement. See "SECURITY FOR THE BONDS – Special Tax Fund – Reserve Account." Funds in the Reserve Account may be used to pay principal of and interest on the Bonds if insufficient funds are

available from the proceeds of the levy and collection of the Special Tax against property within Improvement Area No. 1 for such purpose. If funds in the Reserve Account for the Bonds are depleted, the funds can be replenished from the proceeds of the levy and collection of the Special Tax that are in excess of the amount required to pay all amounts to be paid to the Bond holders pursuant to the Indenture. However, no replenishment from the proceeds of a Special Tax levy can occur as long as the proceeds that are collected from the levy of the Special Tax against property within Improvement Area No. 1 at the maximum Special Tax rates, together with other available funds, remains insufficient to pay all such amounts. Thus it is possible that the Reserve Account will be depleted and not be replenished by the levy of the Special Tax.

Bankruptcy and Foreclosure Delays and Limitations

Bankruptcy. The payment of the Special Tax and the ability of the District to foreclose the lien of a delinquent unpaid tax, as discussed in "SECURITY FOR THE BONDS" and "THE DISTRICT" may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State of California relating to judicial foreclosure. The various legal opinions to be delivered concurrently with the delivery of the Bonds (including Bond Counsel's approving legal opinion) will be qualified as to the enforceability of the various legal instruments by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights, by the application of equitable principles and by the exercise of judicial discretion in appropriate cases.

Although bankruptcy proceedings would not cause the Special Taxes to become extinguished, bankruptcy of a landowner or any other person claiming an interest in the property could result in a delay in superior court foreclosure proceedings and could result in the possibility of Special Tax installments not being paid in part or in full. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the Bonds. To the extent that property in Improvement Area No. 1 continues to be owned by a limited number of landowners, the chances are increased that the Reserve Account established for the Bonds could be fully depleted during any such delay in obtaining payment of delinquent Special Taxes. As a result, sufficient moneys would not be available in the Reserve Account for transfer to the Bond Fund to make up shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the Bonds on a timely basis.

In addition, the amount of any lien on property securing the payment of delinquent Special Taxes could be reduced if the value of the property were determined by the bankruptcy court to have become less than the amount of the lien, and the amount of the delinquent Special Taxes in excess of the reduced lien could then be treated as an unsecured claim by the court. Any such stay of the enforcement of the lien for the Special Tax, or any such delay or non-payment, would increase the likelihood of a delay or default in payment of the principal of and interest on the Bonds and the possibility of delinquent Special Taxes not being paid in full.

Glasply Marine Industries. On July 30, 1992 the United States Court of Appeals for the Ninth Circuit issued an opinion in a bankruptcy case entitled In re Glasply Marine Industries, holding that ad valorem property taxes levied by a county in the State of Washington after the date that the landowner filed a petition for bankruptcy would not be entitled to priority over the claims of a secured creditor with a prior lien on the property. Although the court upheld the priority of unpaid taxes imposed before the bankruptcy petition, unpaid taxes imposed subsequent to the filing of the bankruptcy petition were declared to be "administrative expenses" of the bankruptcy estate, payable after the claims of all secured creditors. As a result, the secured creditor was able to foreclose on the subject property and retain all the proceeds from the sale thereof except the amount of the pre-petition taxes. Pursuant to this holding, post-petition taxes would be paid only as administrative expenses and only if a bankruptcy estate has sufficient assets to do so. In certain circumstances, payment of such administrative expenses may be allowed to be

deferred. Once the property is transferred out of the bankruptcy estate (through foreclosure or otherwise) it would be subject only to current ad valorem taxes (i.e., not those accruing during the bankruptcy proceeding).

The *Glasply* decision is controlling precedent in bankruptcy court in the State of California. If *Glasply* were held to be applicable to Special Taxes, a bankruptcy petition filing would prevent the lien for Special Taxes levied in subsequent fiscal years from attaching so long as the property was part of the estate in bankruptcy, which could reduce the amount of Special Taxes available to pay debt service on the Bonds. However, *Glasply* speaks as to ad valorem property taxes, and not special taxes, and no case law exists with respect to how a bankruptcy court would treat the lien for special taxes levied after the filing of a petition in bankruptcy.

It should also be noted that on October 22, 1994, Congress enacted 11 U.S.C. §362(b)(18), which added a new exception to the automatic stay for ad valorem property taxes imposed by a political subdivision after the filing of a bankruptcy petition. Under this law, if a bankruptcy petition is filed on or after October 22, 1994, the lien for ad valorem property taxes in subsequent fiscal years will attach even if the property is part of the bankruptcy estate. Bond owners should be aware that the potential effect of 11 U.S.C. § 362(b)(18) on the Special Taxes also depends upon whether a court were to determine that the Special Taxes should be treated like ad valorem property taxes for this purpose.

Property Owned by FDIC. The ability of the District to foreclose upon the lien on property for delinquent Special Taxes may be limited for properties in which the Federal Deposit Insurance Corporation (the "FDIC") has an interest. On November 26, 1996, the FDIC adopted a Statement of Policy Regarding the Payment of State and Local Property Taxes (the "Policy Statement") (which superseded a prior statement issued by the FDIC and the Resolution Trust Corporation in 1991). The Policy Statement applies to the FDIC when it is liquidating assets in its corporate and receivership capacities. The Policy Statement provides, in part, that real property of the FDIC is subject to state and local real property taxes if those taxes are assessed according to the property's value, and that the FDIC is immune from ad valorem real property taxes assessed on other bases. The Policy Statement also provides that the FDIC will pay its proper tax obligations when they become due and will pay claims for delinquencies as promptly as is consistent with sound business practice and the orderly administration of the institution's affairs, unless abandonment of the FDIC interest in the property is appropriate. It further provides that the FDIC will pay claims for interest on delinquent property taxes owned at the rate provided under state law, but only to the extent the interest payment obligation is secured by a valid lien. The FDIC will not pay for any fines or penalties and will not pay nor recognize liens for such amounts. The Policy Statement also provides that if any property taxes (including interest) on FDIC-owned property are secured by a valid lien (in effect before the property became owned by the FDIC), the FDIC will pay those claims. No property of the FDIC is subject to levy, attachment, garnishment, foreclosure or sale without the FDIC's consent. In addition, a lien for taxes and interest may attach, but the FDIC will not permit a lien or security interest held by the FDIC to be eliminated by foreclosure without the FDIC's consent.

With respect to challenges to assessments, the Policy Statement provides: "The [FDIC] is only liable for state and local taxes which are based on the value of the property during the period for which the tax is imposed, notwithstanding the failure of any person, including prior record owners, to challenge an assessment under the procedures available under state law. In the exercise of its business judgment, the [FDIC] may challenge assessments which do not conform with the statutory provisions, and during the challenge may pay tax claims based on the assessment level deemed appropriate, provided such payment will not prejudice the challenge. The [FDIC] will generally limit challenges to the current and immediately preceding taxable year and to the pursuit of previously filed tax protests. However, the [FDIC] may, in the exercise of its business judgment, challenge any prior taxes and assessments provided

that (1) the [FDIC's] records (including appraisals, offers or bids received for the purchase of the property, etc.) indicate that the assessed value is clearly excessive, (2) a successful challenge will result in a substantial savings to the [FDIC], (3) the challenge will not unduly delay the sale of the property, and (4) there is a reasonable likelihood of a successful challenge."

The Policy Statement states that the FDIC generally will not pay non-ad valorem taxes, including special assessments, on property in which it has a fee simple interest unless the amount of tax is fixed at the time the FDIC acquires its fee simple interest in the property, nor will the FDIC recognize the validity of any lien to the extent it purports to secure the payment of any such amounts. Because the Special Taxes are neither ad valorem taxes nor special assessments, and because they are levied under a special tax formula under which the amount of the Special Tax is determined each year, the Special Taxes appear to fall within the category of taxes the FDIC generally will not pay under the Policy Statement.

Following the County of Orange bankruptcy proceedings filed in December 1994, the FDIC filed claims against the County of Orange in the U.S. Bankruptcy Court and the Federal District Court which challenged special taxes that Orange County had levied on FDIC-owned property (and which the FDIC had paid) under the Act. The FDIC took a position similar to that outlined in the Policy Statement, to the effect that the FDIC, as a governmental entity, is exempt from special taxes under the Act. The Bankruptcy Court agreed, finding that the FDIC was not liable for post-receivership Mello-Roos taxes, and the Bankruptcy Appellate Panel affirmed. On appeal, the U.S. Court of Appeals for the Ninth Circuit, while not specifically asked to decide on the issue, stated in its decision filed on August 28, 2001, that "the FDIC, as a federal agency, is exempt from the Mello-Roos tax," and quoted Section 53340(c) of the Act in stating that "'properties or entities' of the federal government are exempt from the tax."

The District is unable to predict what effect the application of the Policy Statement, or the ultimate outcome of the County of Orange case, would have in case of a Special Tax delinquency on a parcel in which the FDIC has an interest. However, prohibiting the judicial foreclosure sale of a FDIC-owned parcel would likely reduce the number of or eliminate the persons willing to purchase a parcel at a foreclosure sale. Owners of the Bonds should assume that the District will be unable to foreclose on parcels of land in Improvement Area No. 1 owned by the FDIC. Such an outcome would cause a draw on the Reserve Account and perhaps, ultimately, a default in payment of the Bonds.

No investigation has been made as to *whether the FDIC or any other governmental entity currently owns or has an interest in any property in the District.*

Property Owned by Fannie Mae or Freddie Mac. If a parcel of Taxable Property is owned by a federal government entity or federal government-sponsored entity, such as Fannie Mae or Freddie Mac, or a private deed of trust secured by a parcel of Taxable Property is owned by a federal government entity or federal government-sponsored entity, such as Fannie Mae or Freddie Mac, the ability to foreclose on the parcel or to collect delinquent Special Taxes may be limited.

Federal courts have held that, based on the supremacy clause of the United States Constitution, in the absence of Congressional intent to the contrary, a state or local agency cannot foreclose to collect delinquent taxes or assessments if foreclosure would impair the federal government interest. This means that, unless Congress has otherwise provided, if a federal government entity owns a parcel of Taxable Property but does not pay taxes and assessments levied on the parcel (including Special Taxes), the applicable state and local governments cannot foreclose on the parcel to collect the delinquent taxes and assessments.

Moreover, unless Congress has otherwise provided, if the federal government has a mortgage interest in the parcel and the District wishes to foreclose on the parcel as a result of delinquent Special

Taxes, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to pay delinquent taxes and assessments on a parity with the Special Taxes and preserve the federal government's mortgage interest.

No investigation has been made as to whether Fannie Mae, Freddie Mac, or any other governmental entity currently owns or has an interest in any property in the District.

Disclosure to Future Purchasers

The District has recorded a Notice of the Special Tax Lien in the Office of the San Bernardino County Recorder against the Taxable Property. While title companies normally refer to such notices in title reports, there can be no guarantee that such reference will be made or, if made, that a prospective purchaser or lender will consider such Special Tax obligation in the purchase of a parcel of land or a home in Improvement Area No. 1 or the lending of money secured by property in Improvement Area No. 1. The Act and the Goals and Policies require the subdivider of a subdivision (or its agent or representative) to notify a prospective purchaser or long-term lessor of any lot, parcel, or unit subject to a Mello-Roos special tax of the existence and maximum amount of such special tax using a statutorily prescribed form. California Civil Code Section 1102.6b requires that in the case of transfers other than those covered by the above requirement, the seller must at least make a good faith effort to notify the prospective purchaser of the special tax lien in a format prescribed by statute. Failure by an owner of the property to comply with these requirements, or failure by a purchaser or lessor to consider or understand the nature and existence of the Special Tax, could adversely affect the willingness and ability of the purchaser or lessor to pay the Special Tax when due.

Limitation on Remedies; No Acceleration Provisions

Under the Indenture, a Bondowner is given the right for the equal benefit and protection of all Bondowners similarly situated to pursue certain remedies. See APPENDIX E – "SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE." So long as the Bonds are in book-entry form, DTC will be the sole Bondowner and will be entitled to exercise all rights and remedies of Bondowners. Remedies available to Bondowners may be limited by a variety of factors and may be inadequate to assure the timely payment of principal of, and interest on, the Bonds, or to preserve the tax-exempt status of the Tax-Exempt Bonds. Bond Counsel has limited its opinion as to the enforceability of the Bonds and the Indenture to the extent that enforceability may be limited by bankruptcy, insolvency, or similar laws generally affecting the enforcement of creditors' rights. Additionally, the Indenture does not contain a provision allowing for the acceleration of the Bonds in the event of a payment default or other default under the terms of the Bonds or the Indenture. Lack of remedies may entail risks of delay, limitation, or modification of Bondowner rights. Judicial remedies, such as foreclosure and enforcement of covenants, are subject to exercise of judicial discretion. A California court may not strictly apply certain remedies or enforce certain covenants if it concludes that application or enforcement thereof would be unreasonable under the circumstances and it may delay the application of such remedies and enforcement.

Investment of Funds

The Reserve Account and all other funds and accounts held under the Indenture are required to be invested in certain Authorized Investments, as defined in the Indenture. See "APPENDIX E – SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE." All investments, including Authorized Investments, authorized by law from time to time for investments by the District contain a certain degree of risk. Such risks include, but are not limited to, a lower rate of return than expected, decline in market value and loss or delayed receipt of principal. The occurrence of these events with

respect to amounts held under the Indenture could have a material adverse effect on the security for the Bonds.

Loss of Tax Exemption

As discussed under the caption "TAX MATTERS – Tax Exemption," interest on the Tax-Exempt Bonds might become includable in gross income for purposes of federal income taxation retroactive to the date the Tax-Exempt Bonds were issued as a result of future acts or omissions of the District in violation of its covenants in the Indenture. The Indenture does not contain a special redemption feature triggered by the occurrence of an event of taxability. As a result, if interest on the Tax-Exempt Bonds were to be includable in gross income for purposes of federal income taxation, the Tax-Exempt Bonds would continue to remain outstanding until maturity unless earlier redeemed pursuant to optional or mandatory redemption or redemption upon prepayment of the Special Tax. See "THE BONDS – Redemption."

IRS Audit of Tax-Exempt Bond Issues

The Internal Revenue Service has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the Tax-Exempt Bonds will be selected for audit by the Internal Revenue Service. It is also possible that the market value of such Bonds might be affected as a result of such an audit of such Tax-Exempt Bonds (or by an audit of similar bonds or securities).

Impact of Legislative Proposals, Clarifications of the Tax Code and Court Decisions on Tax Exemption

Future legislative proposals, if enacted into law, clarification of the Code (as defined under "TAX MATTERS") or court decisions may cause interest on the Tax-Exempt Bonds to be subject, directly or indirectly, to federal income taxation or the interest on the Bonds to be subject to, or exempted from, state income taxation, or otherwise prevent Bondholders from realizing the full current benefit of the tax status of such interest.

The introduction or enactment of any such legislative proposals, clarification of the Code or court decisions may also affect the market price for, or marketability of, the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation.

Proposition 218 and the Initiative Power

On November 5, 1996, the voters of the State approved Proposition 218, a constitutional initiative entitled the "Right to Vote on Taxes Act" ("Proposition 218"). Proposition 218 added Articles XIIIC and XIIID to the California Constitution and contains a number of interrelated provisions affecting the ability of local governments to levy and collect both existing and future taxes, assessments, fees and charges. Proposition 218 became effective for most purposes on November 6, 1996. Among other things, Section 3 of Article XIIIC states that ". . . the initiative power shall not be prohibited or otherwise limited in matters of reducing or repealing any local tax, assessment, fee or charge." The Act provides for a procedure which includes notice, hearing, protest and voting requirements to alter the rate and method of apportionment of an existing special tax. However, the Act prohibits a legislative body from adopting any resolution to reduce the rate of any special tax or terminate the levy of any special tax pledged to repay any debt incurred pursuant to the Act unless such legislative body determines that the reduction or termination of the special tax would not interfere with the timely retirement of that debt. On July 1, 1997,

a bill was signed into law by the Governor of the State enacting Government Code Section 5854, which states,

> "Section 3 of Article XIIIC of the California Constitution, as adopted at the November 5, 1996, general election, shall not be construed to mean that any owner or beneficial owner of a municipal security, purchased before or after that date, assumes the risk of, or in any way consents to, any action by initiative measure that constitutes an impairment of contractual rights protected by Section 10 of Article I of the United States Constitution."

The initiative power also is limited by the United States Constitution's prohibition against State or local laws "impairing the obligation of contracts." The Bonds represent a contract between the District and the Bondholders secured by the Special Taxes. While not free from doubt, it is likely that, once the Bonds are issued, the Special Taxes would not be subject to repeal or reduction by initiative, at least to the extent the Special Taxes are necessary to enable the District to make timely payment on principal and interest on the Bonds, but not necessarily to the full extent of the authorized tax amount. It may be possible, however, for voters or the City Council, acting as the legislative body of the District, to reduce the Special Taxes in a manner which does not interfere with the timely repayment of the Bonds, but which does reduce the maximum amount of Special Taxes that may be levied in any year below the existing levels. Therefore, no assurance can be given with respect to the levy of Special Taxes for Administrative Expenses. The interpretation and application of these provisions of Proposition 218, the State Government Code, and the federal Constitution's Contracts Clause will ultimately be determined by the courts, and it is not possible at this time to predict with certainty the outcome of such determination or the timeliness of any remedy afforded by the courts.

Proposition 218 is likely to continue to undergo both judicial and legislative scrutiny. For example, in August 2014, in *City of San Diego. v. Melvin Shapiro*, an Appellate Court invalidated an election held by the City of San Diego to authorize the levying of special taxes on hotels City-wide pursuant to a City charter ordinance creating a convention center facilities district which specifically defined the electorate to consist solely of (1) the owners of real property in the City on which a hotel is located, and (2) the lessees of real property owned by a governmental entity on which a hotel is located. The Court held that such landowners and lessees are neither "qualified electors" of the City for purposes of Articles XIII A, Section 4 of the California Constitution, nor a proper "electorate" under Article XIIIC, Section 2(d) of the California Constitution. The Court specifically noted that the decision did not require the Court to consider the distinct question of whether landowner voting to impose special taxes under Section 53326(b) of the Act (which was the nature of the voter approval through which the District was formed) violates the California Constitution in districts that lack sufficient registered voters to conduct an election among registered voters. Accordingly, this case should have no effect on the levy of the Special Taxes.

The foregoing discussion of Proposition 218 should not be considered an exhaustive or authoritative treatment of the issues relating thereto. The District does not expect to be in a position to control the consideration or disposition of these issues and cannot predict the timing or outcome of any judicial or legislative activity in this regard. Interim rulings, final decisions, legislative proposals and legislative enactments may all affect the impact of Proposition 218 on the Bonds as well as the market for the Bonds. Legislative and court calendar delays and other factors may prolong any uncertainty regarding the effects of Proposition 218.

Limited Secondary Market

There can be no assurance that there will be a secondary market for the Bonds, or if a secondary market exists, that such Bonds can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, pricing of issues for which a market is being made will depend upon then prevailing circumstances. Such prices could substantially differ from the original purchase price.

No assurance can be given that the market price for the Bonds will not be affected by the introduction or enactment of any future legislation (including without limitation amendments to the Code), or changes in interpretation of the Code, or any action of the Internal Revenue Service, including but not limited to the publication of proposed or final regulations, the issuance of rulings, the selection of the Bonds for audit examination, or the course or result of any Internal Revenue Service audit or examination of the Bonds or obligations that present similar tax issues as the Bonds.

LEGAL MATTERS

The legality of the issuance of the Bonds is subject to the approval of Richards, Watson & Gershon, A Professional Corporation, Los Angeles, California, Bond Counsel. Bond Counsel's opinions with respect to the Bonds will be substantially in the form set forth in APPENDIX D of this Official Statement. Certain legal matters also will be passed on for the District by Richards, Watson & Gershon, as Disclosure Counsel and City Attorney. Certain legal matters will be passed upon for the Underwriter by its counsel Nixon Peabody LLP, Los Angeles, California.

TAX MATTERS

Tax-Exempt Bonds

The Internal Revenue Code of 1986, as amended (the "Code"), establishes certain requirements which must be met subsequent to the issuance and delivery of the Tax-Exempt Bonds for interest thereon to be and remain excluded from gross income for federal income tax purposes. Noncompliance with such requirements could cause interest on the Tax-Exempt Bonds to be included in gross income for federal income tax purposes retroactive to their date of issue. These requirements include, but are not limited to, provisions which limit how the proceeds of the Tax-Exempt Bonds may be spent and invested, and generally require that certain investment earnings be rebated on a periodic basis to the United States of America. The City and the District have made certifications and representations and have covenanted to maintain the exclusion of the interest on the Tax-Exempt Bonds from gross income for federal income tax purposes pursuant to Section 103 of the Code.

In the opinion of Richards, Watson & Gershon, A Professional Corporation, Bond Counsel, under existing law and assuming the accuracy of such certifications and representations by, and compliance with such covenants of, the City and the District, (i) interest on the Tax-Exempt Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Code, and (ii) the Tax-Exempt Bonds are not "specified private activity bonds" within the meaning of Section 57(a)(5) of the Code and, therefore, interest on the Tax-Exempt Bonds is not a preference item for purposes of computing the alternative minimum tax imposed by Section 55 of the Code. Bond Counsel is also of the opinion that, under existing law, interest on the Tax-Exempt Bonds is exempt from State of California personal income taxes. Bond counsel expresses no opinion as to any other tax consequences regarding the Tax-Exempt Bonds.

Under the Code, interest on the Tax-Exempt Bonds may be subject to a federal branch profits tax imposed on certain foreign corporations doing business in the United States and to a federal tax imposed on excess net passive income of certain S corporations. Under the Code, the exclusion of interest from gross income for federal income tax purposes may have certain adverse federal income tax consequences on items of income, deduction or credit for certain taxpayers, including financial institutions, certain insurance companies, recipients of Social Security and Railroad Retirement benefits, those deemed to incur or continue indebtedness to acquire or carry tax-exempt obligations, and individuals otherwise eligible for the earned income tax credit. The applicability and extent of these and other tax consequences will depend upon the particular tax status or other tax items of the owner of the Tax-Exempt Bonds. Bond Counsel will express no opinion regarding these and other such consequences.

Bond Counsel has not undertaken to advise in the future whether any circumstances or events occurring after the date of issue of the Tax-Exempt Bonds may affect the tax status of interest on the Tax-Exempt Bonds. Legislation affecting tax-exempt obligations is regularly considered by the United States Congress and may also be considered by the State legislature. Court proceedings may also be filed, the outcome of which could modify the tax treatment of obligations such as the Tax-Exempt Bonds. No assurance can be given that legislation enacted or proposed, or actions by a court, after the date of issue of the Tax-Exempt Bonds, will not contain provisions which could eliminate, or directly or indirectly reduce the benefit of the exclusion of interest on the Tax-Exempt Bonds from gross income for federal income tax purposes, or have an adverse effect on the market value or marketability of the Tax-Exempt Bonds.

For example, federal tax legislation enacted on December 22, 2017, reduced corporate tax rates, modified individual tax rates, eliminated many deductions, repealed the corporate alternative minimum tax for taxable years beginning after December 31, 2017, and generally eliminated tax-exempt advance refunding bonds, among other things. This legislation may increase, reduce, or otherwise change the financial benefits currently provided to certain owners of state and local government bonds. In addition, investors in the Tax-Exempt Bonds should be aware that future legislative actions may retroactively change the treatment of all or a portion of the interest on the Tax-Exempt Bonds for federal income tax purposes for all or certain taxpayers. In all such events, the market value of the Tax-Exempt Bonds may be adversely affected and the ability of holders to sell their Tax-Exempt Bonds in the secondary market may be reduced. The Tax-Exempt Bonds are not subject to special mandatory redemption, and the interest rates on the Tax-Exempt Bonds are not subject to adjustment, in the event of any such change.

Investors should consult their own financial and tax advisors to analyze the importance of these risks.

Certain requirements and procedures contained or referred to in relevant documents may be changed and certain actions may be taken, under the circumstances and subject to the terms and conditions set forth in such documents, upon the advice or with the approving opinion of nationally recognized bond counsel. Bond Counsel expresses no opinion as to any Tax-Exempt Bond, or the interest thereon, if any such change occurs or action is taken upon the advice or approval of bond counsel other than Richards, Watson & Gershon, A Professional Corporation.

If the issue price of a Tax-Exempt Bond (the first price at which a substantial amount of the bonds of a maturity are sold to the public) is less than the stated redemption price at maturity of such Tax-Exempt Bond, the difference constitutes original issue discount, the accrual of which is excluded from gross income for federal income tax purposes to the same extent as interest on the Tax-Exempt Bonds. Further, such original issue discount accrues actuarially on a constant yield method over the term of each such Tax-Exempt Bond and the basis of each Tax-Exempt Bond acquired at such initial offering price by an initial purchaser thereof will be increased by the amount of such accrued original issue discount. The accrual of original issue discount may be taken into account as an increase in the amount of tax-exempt

income for purposes of determining various other tax consequences of owning such Tax-Exempt Bonds. Purchasers who acquire Tax-Exempt Bonds with original issue discount are advised that they should consult with their own independent tax advisors with respect to the state and local tax consequences of owning such Tax-Exempt Bonds.

If the issue price of a Tax-Exempt Bond is greater than the stated redemption price at maturity of such Tax-Exempt Bond, the difference constitutes original issue premium, the amortization of which is not deductible from gross income for federal income tax purposes. Original issue premium is amortized over the period to maturity of such Tax-Exempt Bond based on the yield to maturity of that Bond (or, in the case of a Tax-Exempt Bond callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on that Tax-Exempt Bond), compounded semiannually. For purposes of determining gain or loss on the sale or other disposition of such Tax-Exempt Bond, the purchaser is required to decrease such purchaser's adjusted basis in such Tax-Exempt Bond by the amount of premium that has amortized to the date of such sale or other disposition. As a result, a purchaser may realize taxable gain for federal income tax purposes from the sale or other disposition of such Tax-Exempt Bond for an amount equal to or less than the amount paid by the purchaser for that Tax-Exempt Bond. A purchaser of that Tax-Exempt Bond in the initial public offering at the issue price for that Tax-Exempt Bond who holds it to maturity (or, in the case of a callable Tax-Exempt Bond, to its earlier call date that results in the lowest yield on that Tax-Exempt Bond) will realize no gain or loss upon its retirement.

Payments of interest on tax-exempt obligations, including the Tax-Exempt Bonds, are generally subject to IRS Form 1099-INT information reporting requirements. If an owner of a Tax-Exempt Bond is subject to backup withholding under those requirements, then payments of interest will also be subject to backup withholding. Those requirements do not affect the exclusion of such interest from gross income for federal income tax purposes.

Prospective purchasers of the Tax-Exempt Bonds should consult their own independent tax advisers regarding pending or proposed federal and state tax legislation and court proceedings, and prospective purchasers of the Tax-Exempt Bonds at other than their original issuance at the respective prices indicated on the inside cover of this Official Statement should also consult their own tax advisers regarding other tax considerations such as the consequences of market discount, as to all of which Bond Counsel expresses no opinion.

Bond Counsel's engagement with respect to the Tax-Exempt Bonds ends with the issuance of the Tax-Exempt Bonds, and, unless separately engaged, Bond Counsel is not obligated to defend the District or the owners of the Tax-Exempt Bonds regarding the tax status of interest thereon in the event of an audit examination by the IRS. The IRS has a program to audit tax-exempt obligations to determine whether the interest thereon is includible in gross income for federal income tax purposes. If the IRS does audit the Tax-Exempt Bonds, under current IRS procedures, the IRS will treat the District as the taxpayer and the beneficial owners of the Tax-Exempt Bonds will have only limited rights, if any, to obtain and participate in judicial review of such audit. Any action of the IRS, including but not limited to selection of the Tax-Exempt Bonds for audit, or the course or result of such audit, or an audit of other obligations presenting similar tax issues, may affect the market value of the Tax-Exempt Bonds.

Taxable Bonds

In the opinion of Richards, Watson & Gershon, A Professional Corporation, Bond Counsel, under existing law, interest on the Taxable Bonds is exempt from State of California personal income taxes. Bond Counsel expresses no opinion as to any other tax consequences regarding the Taxable Bonds.

INTEREST ON THE TAXABLE BONDS IS NOT EXCLUDED FROM GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES.

THE LEGAL DEFEASANCE OF THE TAXABLE BONDS MAY RESULT IN A DEEMED SALE OR EXCHANGE OF THE TAXABLE BONDS UNDER CERTAIN CIRCUMSTANCES; OWNERS OF THE TAXABLE BONDS SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE FEDERAL INCOME TAX CONSEQUENCES OF SUCH AN EVENT. PROSPECTIVE PURCHASERS OF THE TAXABLE BONDS SHOULD ALSO CONSULT WITH THEIR OWN TAX ADVISORS AS TO THE FEDERAL, STATE AND LOCAL, AND FOREIGN TAX CONSEQUENCES OF THEIR ACQUISITION, OWNERSHIP AND DISPOSITION OF THE TAXABLE BONDS.

The following discussion is generally limited to "U.S. owners," meaning beneficial owners of Taxable Bonds that for United States federal income tax purposes are individual citizens or residents of the United States, corporations or other entities taxable as corporations created or organized in or under the laws of the United States or any state thereof (including the District of Columbia), and certain estates or trusts with specific connections to the United States. ***Partnerships holding Taxable Bonds, and partners in such partnerships, should consult their own tax advisors regarding the tax consequences of an investment in the Taxable Bonds (including their status as U.S. owners).***

In general, interest paid or accrued on the Taxable Bonds, including qualified stated interest on Discount Bonds (described below), if any, will be treated as ordinary income to U.S. owners. A U.S. owner using the accrual method of accounting for U.S. federal income tax purposes must include interest paid or accrued on the Taxable Bonds in ordinary income as the interest accrues, while a U.S. owner using the cash receipt and disbursement method of accounting for U.S. federal income tax purposes must include interest in ordinary income when payments are received or constructively received by the owner, except as described below.

Certain of the Taxable Bonds (Discount Bonds) may be offered and sold to the public at an original issue discount (OID). OID is the excess of the stated redemption price at maturity (the principal amount) over the "issue price" of such Bonds, provided that excess equals or exceeds a statutory *de minimis* amount (one-quarter of one percent of the Bond's stated redemption price at maturity multiplied by the number of complete years to its maturity, or if required by applicable Treasury Regulations, to an earlier call date). The issue price of a Discount Bond is the initial offering price to the public (other than to bond houses, brokers or similar persons acting in the capacity of underwriters or wholesalers) at which a substantial amount of the Discount Bonds of the same maturity are sold pursuant to that offering. For federal income tax purposes, OID accrues to the owner of a Discount Bond over the period to maturity based on the constant yield method, compounded semiannually (or over a shorter permitted compounding interval selected by the owner). The portion of OID that accrues during the time a U.S. owner owns a Discount Bond (i) constitutes interest includable in the U.S. owner's gross income for federal income tax purposes and (ii) is added to the U.S. owner's tax basis for purposes of determining gain or loss on the maturity, redemption, prior sale, or other disposition of the Discount Bond. The effect of OID is to accelerate the recognition of taxable income during the term of the Discount Bond.

Certain of the Taxable Bonds (Premium Bonds) may be offered and sold to the public at a price in excess of their stated redemption price (the principal amount) at maturity. If a U.S. owner purchases a Premium Bond, that owner will be considered to have purchased such a Premium Bond with "amortizable bond premium" equal in amount to such excess. The U.S. owner may elect (and that election will apply to all securities purchased at a premium by such U.S. owner), in accordance with the applicable provisions of Section 171 of the Code, to amortize that premium as an offset to the interest payments on the Premium Bond using a constant yield to maturity method over the remaining term of the Premium Bond (or, if required by applicable Treasury Regulations, to an earlier call date). Pursuant to Section

67(b)(11) of the Code, the amortization of that premium is not considered a miscellaneous itemized deduction. Any amortization of bond premium will reduce the basis of the Premium Bond pursuant to Section 1016(a)(5) of the Code.

Owners of Discount or Premium Bonds (or book entry interests in them) should consult their own tax advisers as to the determination for federal tax purposes of the amount of OID or amortizable bond premium properly accruable in any period with respect to the Discount or Premium Bonds and as to other federal tax consequences and the treatment of OID and amortizable bond premium for purposes of state or local taxes on (or based on) income.

Upon the sale, exchange, retirement or other taxable disposition of a Taxable Bond, a U.S. owner will recognize gain or loss equal to the difference between the amount realized from the sale, exchange, retirement or other disposition and the owner's adjusted basis in the Taxable Bond or applicable portion of the adjusted basis. The owner's adjusted basis generally will equal the cost of the Taxable Bond to the owner, increased by any OID includible in the owner's ordinary income for the Taxable Bond and reduced by any principal payments on the Taxable Bond previously received by the owner (including any other payments on the Taxable Bond that are not qualified stated interest payments) and by any amortizable bond premium allowed as a deduction as described above. Any gain or loss recognized upon a sale, exchange, retirement or other disposition of a Taxable Bond (excluding amounts attributable to accrued interest or OID) will generally be capital gain or loss and will be long-term capital gain or loss if the U.S. owner's holding period in the Taxable Bond exceeds one year. Long-term capital gains of individuals are currently eligible for reduced rates of taxation. The deductibility of capital losses is subject to limitations.

General information reporting requirements will apply to payments of principal and interest made on Taxable Bonds and the proceeds of the sale of Taxable Bonds to non-corporate owners, and "backup withholding" at a rate of 24 percent will apply to such payments if the owner fails to provide an accurate taxpayer identification number in the manner required or fails to report all interest required to be shown on its federal income tax returns. A beneficial owner of Taxable Bonds that is a U.S. owner generally can obtain complete exemption from backup withholding by providing a properly completed IRS Form W-9 (Request for Taxpayer Identification Number and Certification).

For taxable years beginning after December 31, 2012, a U.S. owner that is an individual or estate, or a trust not included in a special class of trust that is exempt from such tax, is subject to a 3.8 percent Medicare tax on the lesser of (i) the U.S. owner's "net investment income" for the taxable year, and (ii) the excess of the U.S. owner's modified adjusted gross income for the taxable year over a certain threshold (which in the case of individuals is between $125,000 and $250,000, depending on the individual's circumstances). A U.S. owner's net investment income generally includes interest income on, and net gains from the disposition of, Taxable Bonds, unless such interest income or net gains are derived in the ordinary course of a trader business (other than a trade or business that consists of certain passive or trading activities). A U.S. owner that is an individual, estate, or trust, should consult its tax advisor regarding the applicability of the Medicare tax.

Non-U.S. Owners.

Under the Code, interest and OID on any Taxable Bond whose beneficial owner is not a U.S. owner are generally not subject to United States income tax or withholding tax (including backup withholding) if the non-U.S. owner provides the payor of interest on the Taxable Bonds with an appropriate statement as to its status as a non-U.S. owner. This statement can be made on IRS Form W-8BEN or a successor form. If, however, the non-U.S. owner conducts a trade or business in the United States and the interest or OID on the Taxable Bonds held by the non-U.S. owner is effectively connected

with such trade or business, that interest or OID will be subject to United States income tax but will generally not be subject to United States withholding tax (including backup withholding). The foregoing is a brief summary of certain federal income tax consequences to a non-U.S. owner. ***Non-U.S. owners should consult their own tax advisors regarding the tax consequences of an investment in the Taxable Bonds.***

Foreign Account Tax Compliance Act.

The Foreign Account Tax Compliance Act ("FATCA") generally imposes a 30 percent withholding tax on interest payments and proceeds from the sale of interest-bearing obligations for payments made after the relevant effective date to (i) certain foreign financial institutions that fail to certify their FATCA status, and (ii) investment funds and non-financial foreign entities if certain disclosure requirements related to direct and indirect United States shareholders and/or United States account holders are not satisfied)

Under applicable Treasury Regulations, the FATCA withholding tax of 30 percent will generally be imposed, subject to certain exceptions, on payments of (i) interest on Taxable Bonds, and (ii) gross proceeds from the sale or other disposition of other Taxable Bonds, on or after January 1, 2017, where such payments are made to persons described in the preceding paragraph.)

In the case of payments made to a "foreign financial institution" (generally including an investment fund), as a beneficial owner or as its intermediary, the FATCA withholding tax generally will be imposed, subject to certain exceptions, unless such institution (i) enters into (or is otherwise subject to) and complies with an agreement with the United States government (a "FATCA Agreement"), or (ii) is required by and complies with applicable foreign law enacted in connection with an intergovernmental agreement between the United States and a foreign jurisdiction (an "IGA"), in either case to, among other things, collect and provide to the United States or other relevant tax authorities certain information regarding United States account holders of such institution. In the case of payments made to a foreign entity that is not a financial institution (as a beneficial owner), the FATCA withholding tax generally will be imposed, subject to certain exceptions, unless such entity either provides the withholding agent with a certification that it does not have any "substantial" United States owner (generally, any specified United States person that directly or indirectly owns more than a specified percentage of such entity) or identifies its "substantial" United States owners.

If Taxable Bonds are held through a foreign financial institution that enters into (or is otherwise subject to) a FATCA Agreement, such foreign financial institution (or, in certain cases, a person paying amounts to such foreign financial institutions) generally will be required, subject to certain exceptions, to withhold the 30 percent FATCA tax on payments of dividends or the items described above made to (i) a person (including an individual) that fails to comply with certain information requests, or (ii) a foreign financial institution that has not entered into (and is not otherwise subject to) a FATCA Agreement and that is not required to comply with FATCA pursuant to applicable foreign law enacted in connection with an IGA. Coordinating rules may limit duplicative withholding in cases where the withholding described above in "Non-U.S. Owners" or back-up withholding described above also applies.

If any amount of, or in respect of, United States withholding tax were to be deducted or withheld from payments on Taxable Bonds as a result of a failure by an investor (or by an institution through which an investor holds the Taxable Bonds) to comply with FATCA, neither the District, the Trustee, any paying agent or bond registrar nor any other person would, pursuant to the terms of the Taxable Bonds, be required to pay additional amounts with respect to any Taxable Bond as a result of the deduction or withholding of such tax. Non-U.S. Owners should consult their tax advisors regarding the application of FATCA to the ownership and disposition of Taxable Bonds.

Forms of Opinions

A copy of the proposed forms of opinions of Bond Counsel are attached hereto as APPENDIX D.

ABSENCE OF LITIGATION

To the best of the District's knowledge, there is no lawsuit or claim pending and notice of process having been served upon and received by the District or threatened against the District seeking to restrain or enjoin the issuance, sale or delivery of the Bonds, the application of the proceeds of the Bonds in accordance with the Indenture, the levy and collection of Special Taxes by the District, the application of Special Taxes and other moneys pledged under the Indenture to pay debt service on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, or the Indenture, or contesting the powers of the District or its authority with respect to the Bonds or its ability to perform its obligations under the Indenture.

CONTINUING DISCLOSURE

The District

The District has covenanted in a continuing disclosure agreement, the form of which is set forth in APPENDIX G – "FORM OF CONTINUING DISCLOSURE AGREEMENT (ISSUER)" (the "Issuer Continuing Disclosure Agreement"), for the benefit of holders and beneficial owners of the Bonds, to provide certain financial information and operating data relating to the District and the Bonds by not later than March 31 of each year, beginning on March 31, 2020. The Issuer Continuing Disclosure Agreement also requires the District to provide notices of the occurrence of certain enumerated events. The initial Dissemination Agent under the Issuer Continuing Disclosure Agreement will be Willdan Financial Services. The covenants of the City in the Issuer Continuing Disclosure Agreement will be made in order to assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the "Rule").

Continuing Disclosure History. Prior to the printing of this Official Statement, an examination was conducted of the continuing disclosure filings by the City during the past five years. The result of such examination indicated a few instances of filing delays.

In connection with the Upland Public Financing Authority's (the "Authority") $12,140,000 Water Revenue Refunding Bonds, Series 2011 (the "2011 Bonds"), the City and the Authority entered into a continuing disclosure undertaking under Rule 15c2-12 to file an annual report by January 31 of each year containing, among other information, its audited financial statements, and if not available by such time, the unaudited financial statements. The annual reports due January 31, 2014, January, 31, 2015 and January 31, 2016 were not filed on a timely basis (the reports were filed on February 20, 2014, April 7, 2015 and May 24, 2016, respectively). In addition, on March 18, 2014, Standard and Poor's Ratings Services ("S&P") upgraded the rating of Assured Guaranty Municipal Corp., the bond insurer for the 2011 Bonds, from AA- to AA and the notice of this event was not posted until May 7, 2014, outside of the required 10 business day reporting period.

In connection with the Successor Agency to the Upland Community Redevelopment Agency's (the "Successor Agency"), $22,090,000 Upland Community Redevelopment Project (A Merged Project) Tax Allocation Refunding Bonds, Issue of 2013 (the "2013 Bonds"), the Successor Agency entered into a continuing disclosure undertaking under Rule 15c2-12 to file an annual report by March 31 of each year containing, among other information, its audited financial statements, and if not available by such time, the unaudited financial statements. The annual reports due March 31, 2014 and March 31, 2015 were not

filed on a timely basis (the reports were filed on April 7, 2014 and April 6, 2015, respectively). In addition, on March 18, 2014, S&P upgraded the rating of Assured Guaranty Municipal Corp., the bond insurer for the 2013 Bonds, from AA- to AA and the notice of this event was not posted until May 7, 2014, outside of the required 10 business day reporting period.

On September 14, 2016, the Successor Agency issued its $12,275,000 Upland Community Redevelopment Project (A Merged Project) Tax Allocation Refunding Bonds, Issue of 2016 in order to refund the Upland Community Redevelopment Agency outstanding Upland Community Redevelopment Project (A Merged Project), Tax Allocation Refunding Bonds, Issue of 2006 (the "2006 Bonds"). Notice of the refunding of the 2006 Bonds was not posted until October 7, 2016, outside of the required 10 business day reporting period.

On July 1, 2015, the Community Facilities District No. 2003-2 of the City of Upland (The Colonies at San Antonio) issued its $18,360,000 Improvement Area No. 2 Special Tax Refunding Bonds, Issue of 2015 in order to refund the District's outstanding Improvement Area No. 2 Special Tax Bonds, Series B of 2004 (the "2004 Bonds"). Notice of the refunding of the 2004 Bonds was not posted until July 27, 2015, outside of the required 10 business day reporting period.

The City believes that its procedures with its Dissemination Agent are sufficient in the normal due course to assure substantial compliance with its continuing disclosure undertakings in the future. A default under the Issuer Continuing Disclosure Agreement will not, in itself, constitute an Event of Default under the Indenture, and the sole remedy under the Issuer Continuing Disclosure Agreement in the event of any failure of the City or the Dissemination Agent to comply will be an action to compel specific performance. However, a failure to comply with a continuing disclosure undertaking must be reported in accordance with the SEC Rule 15c2-12(b)(5) and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds. Therefore, a failure by the City to comply with the provisions of a continuing disclosure agreement may adversely affect the marketability of the Bonds on the secondary market.

The Landowner

Taylor Morrison will covenant in a continuing disclosure certificate, the form of which is set forth in APPENDIX H – "FORM OF DISCLOSURE CERTIFICATE (MAJOR PROPERTY OWNER)" (the "Landowner Continuing Disclosure Certificate"), for the benefit of holders and beneficial owners of the Bonds, to provide certain information relating to Taylor Morrison, and the parcels it owns within Improvement Area No. 1 on a semi-annual basis, and to provide notices of the occurrence of certain enumerated events. The obligations of the Landowner under its Landowner Continuing Disclosure Certificate will terminate on the earlier of (i) legal defeasance, prior redemption or payment in full of all the Bonds, (ii) the date on which Taylor Morrison and its Affiliates collectively own less than 25 taxable lots in Improvement Area No. 1 or property that is responsible for less than 20% of the Special Taxes, (iii) the date on which Taylor Morrison, prepays in full all of the Special Taxes attributable to its property within Improvement Area No. 1; or (iv) upon the delivery to the Landowner to the District of an opinion of bond counsel to the effect that the information required by the Disclosure Agreement is no longer required; provided that such opinion is based on information publicly provided by the Securities and Exchange Commission or a private letter ruling obtained by the Landowner or a similar entity.

A default under a Landowner Continuing Disclosure Certificate will not, in itself, constitute an Event of Default under the Indenture, and the sole remedy under the Landowner Continuing Disclosure Certificate in the event of any failure of Taylor Morrison to comply will be an action to compel specific performance. Taylor Morrison has reported that in connection with a continuing disclosure obligation dated December 3, 2015 executed in connection with the City of San Clemente Community Facilities

District No. 2006-1 (Marblehead Coastal), 2015 Special Tax Bonds, Marblehead Development Partners LLC, an affiliate of Taylor Morrison, filed its semiannual report that was due by May 1, 2017 on August 27, 2017. Other than the foregoing, Taylor Morrison has represented to the District that Taylor Morrison is not aware of any material failures by it to comply in any material respect with any previous continuing disclosure undertakings in a written certificate or agreement executed by it to provide annual reports, semi-annual reports or notices of listed events respecting securities offerings in southern California in the last five years.

NO RATING

The District has not applied and does not contemplate applying to any rating agency for an assignment of rating on the Bonds.

UNDERWRITING

The Tax-Exempt Bonds have been sold at a net interest rate of ___%. The Tax-Exempt Bonds are being purchased by the Underwriter at a purchase price of $____ (which represents the aggregate principal amount of the Tax-Exempt Bonds, less original issue discount of $___, less an underwriter's discount of $____). The Taxable Bonds have been sold at a net interest rate of ___%. The Taxable Bonds are being purchased by the Underwriter at a purchase price of $____ (which represents the aggregate principal amount of the Taxable Bonds, less original issue discount of $___, less an underwriter's discount of $____). The purchase agreement relating to the Bonds provides that the Underwriter will purchase all of the Bonds, if any are purchased, the obligation to make such purchase being subject to certain terms and conditions set forth in such purchase agreement. The Underwriter may offer and sell Bonds to certain dealers and others at prices lower than the offering price stated on the cover page hereof. The offering prices may be changed from time to time by the Underwriter.

PROFESSIONAL FEES

The following professionals are participating in this financing:

- U.S. Bank National Association, Los Angles, California, will serve as the Trustee and will perform the functions required of it under the Indenture.
- Richards, Watson & Gershon, A Professional Corporation, Los Angeles, California, is Bond and Disclosure Counsel to the City.
- James Markman, a shareholder of Richards, Watson & Gershon, serves as City Attorney to the City.
- Urban Futures, Inc., Tustin, California, is the municipal advisor to the City.
- Harris Realty Appraisal, Newport Beach, California, prepared the Appraisal.
- Willdan Financial Services, Temecula, California, is the special tax consultant to the City and will serve as administrator to the City with respect to the District and dissemination agent for the District under the Issuer Continuing Disclosure Agreement.

EXECUTION

The execution and delivery of the Official Statement has been duly authorized by the City of Upland on behalf of the District.

COMMUNITY FACILITIES DISTRICT NO. 2015-1
(SYCAMORE HILLS) OF THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

By:_____
City Manager of the City of Upland

APPENDIX A
GENERAL IN FORMATION ABOUT THE CITY OF UPLAND AND SAN BERNARDINO COUNTY

The following information is included only for the purpose of supplying general information regarding the City of Upland (the "City") and San Bernardino County (the "County"). This information is provided only for general informational purposes, and provides prospective investors limited information about the City, the County and their economic base. The Bonds are secured and will be paid solely from Net Taxes and certain funds and accounts held under the Indenture as described in the forepart of this Official Statement. The Bonds are not a debt of the City, the County, the State of California (the "State") or any of its political subdivisions, and neither the City, the County, the State nor any of its political subdivisions is liable therefor.

General

The City encompasses 15.2 square miles and is located 35 miles east of Los Angeles in the County of San Bernardino. The City was incorporated on May 15, 1906 and operates as a general law city. It has a council-manager form of government. The Mayor and City Council are elected at large. The average high temperature is 79.5 degrees, and the average low temperature is 50.2 degrees. Annual precipitation ranges between 17 inches and 39 inches, with higher altitude areas generally receiving between 30 and 39 inches, and the lower elevation areas receiving between 17 and 30 inches.

Population

The City's estimated population on January 1, 2018 was 77,017. The following table shows the population data for the City for the last ten years.

CITY OF UPLAND

Year (as of January 1)	Population
2009	72,715
2010	73,732
2011	74,193
2012	74,462
2013	74,615
2014	74,973
2015	75,617
2016	76,016
2017	76,957
2018	77,017

Source: Demographic Research Unit, California State Department of Finance.

Assessed Valuation

Taxes are levied for each Fiscal Year on taxable real and personal property which is situated in each City as of the preceding January 1. For assessment and collection purposes, property is classified either as secured or unsecured and is listed accordingly on separate parts of the assessment roll. The Secured rolls is that part of the assessment roll containing State-assessed public utilities property and property the taxes on which are a lien on real property sufficient, in the opinion of the County Assessor, to secure payment of the taxes. Other property is assessed on the unsecured roll.

Property Taxes on the secured roll are due in two installments, on November 1 and February 1 of the Fiscal Year. If unpaid, such taxes become delinquent on December 10 and April 10, respectively, and

a penalty attaches to any delinquent payment. In addition, property on the secured roll with respect to which taxes are delinquent is sold to the State on or about June 30 of the Fiscal Year.

Such property may thereafter be redeemed by payment of the delinquent taxes and the delinquent penalty, plus a redemption penalty of 5% per month to the time of redemption. If taxes are unpaid for a period of five years or more, the property is deeded to the State and then is subject to sale by the County Tax Collector.

Property taxes on the unsecured roll are due as of the March 1 lien date and become delinquent, if unpaid, on August 31, of the Fiscal Year. A 10% penalty attaches to the delinquent taxes on property on the unsecured roll, and an additional penalty of 1.5% per month begins to accrue beginning November 30 of the Fiscal Year. The taxing authority has four ways of collecting unsecured personal property taxes: (a) a civil action against the taxpayer; (b) filing a certificate in the office of the County Clerk specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer; (c) filing a certificate of delinquency for record in the County Recorder's office, in order to obtain a lien on certain property of the taxpayer; and (d) seizure and sale of personal property, improvements or possessory interests belonging or assessed to the assessee.

A ten year history of the City's taxable assessed valuation is as follows:

	Total Assessed Value	**% change from Previous Year**
2009-10	$6,922,528,388	-3.19%
2010-11	6,841,349,114	-1.17
2011-12	6,944,331,150	1.51
2012-13	7,057,197,912	1.63
2013-14	7,277,753,115	3.13
2014-15	7,682,100,008	5.56
2015-16	8,067,152,634	5.01
2015-17	8,421,459,871	4.39
2017-18	8,884,615,500	5.50
2018-19		

Source: Urban Futures, Inc.

Environment, Geography and Geology

Upland has a dry, subtropical climate with average yearly precipitation of 18 inches, temperatures averaging 65 degrees and humidity of about 45%. Air quality is similar to that in the rest of the Los Angeles/San Bernardino Basin with seasonally fluctuating levels of secondary air pollutants.

Geologically, the area is characterized by deep unconsolidated alluvium overlying bedrock. Seismic considerations affecting the City are comparable to those affecting most of the surrounding areas. The elevation is 1,060 feet above sea level.

Employment and Industry

The City is located in San Bernardino County. The available labor force employment figures over the last five years for the Riverside-San Bernardino-Ontario Metropolitan Statistical Area (MSA) is as follows.

Riverside-San Bernardino MSA
Annual Average Employment by Industry
(In Thousands)

Industry	2013	2014	2015	2016	2017
Total Farm	14,500	14,400	14,800	14,600	14,400
Total Nonfarm	1,233,300	1,289,300	1,353,100	1,401,900	1,451,600
Total Private	1,008,100	1,060,500	1,119,800	1,159,600	1,201,600
Goods Producing	158,600	170,200	183,000	191,500	196,600
Mining, Logging, and Construction	71,200	78,900	86,900	92,900	98,000
Mining and Logging	1,200	1,300	1,300	900	900
Construction	70,000	77,600	85,700	92,000	97,000
Manufacturing	87,300	91,300	96,100	98,600	98,700
Service Providing	1,074,700	1,119,100	1,170,100	1,210,500	1,255,000
Private Service Providing	849,600	890,300	936,800	968,200	1,005,000
Trade, Transportation & Utilities	299,700	314,900	333,200	348,100	366,000
Information, Publishing and Telecommunications	11,500	11,300	11,400	11,500	11,300
Financial Activities	41,800	42,900	43,900	44,600	44,500
Professional & Business Services	131,900	138,700	147,400	145,000	147,200
Educational & Health Services	187,600	194,800	205,100	214,300	224,800
Leisure & Hospitality	135,900	144,800	151,700	160,200	165,700
Other Services	41,100	43,000	44,000	44,600	45,600
Government	225,200	228,800	233,300	242,300	250,000
Total, All Industries[1]	1,247,800	1,303,700	1,367,900	1,416,600	1,466,000

[1] Numbers may not add due to rounding.
Source: State Employment Development Department, Labor Market Information Division, as of March 23, 2018.

Transportation

The San Bernardino Freeway (Interstate 10) runs east-west to the south of the City, separating Upland from Ontario, its neighboring city to the south. The City's main north-south highway, Euclid Avenue, provides the main access to the City from the San Bernardino Freeway and continues southward through the cities of Ontario and Chino. The Foothill Freeway (Interstate 210) runs east-west in the northern part of the City.

Air cargo and passenger flight services are provided at the Ontario International Airport, three miles southeast of Upland, which provides nation-wide and international service to major cities from 13 major carriers and two commuters. All major freight forwarding organizations are represented in the area. Los Angeles International Airport is located approximately 50 miles to the west of the City. General aviation is provided by Cable Airport located within the City limits.

Freight and passenger bus service is provided by Greyhound lines. Los Angeles Metropolitan Transportation Authority (MTA), OmniTrans and Dial-a-Lift operate regional and local bus service. Upland has "Metro-Link" commuter train service at the Upland Town Center Station connecting to the San Bernardino line providing service to Los Angeles and San Bernardino.

Community Services and Facilities

The Upland Police Department has 79 sworn officers and 23 black and white and 12 detective fully equipped police vehicles. The City's fire protection and emergency medical services are provided by the San Bernardino County Fire Department. Health facilities for the City include San Antonio Community Hospital, an acute care facility with a 283-bed capacity and 24-hour basic emergency service. There are approximately 500 physicians on staff at the facility. Upland also has 3 convalescent hospital rest homes.

Educational services are provided by the Upland Unified School District (Kindergarten through twelfth grade), which has a student population of approximately 10,300. Fourteen schools make up the Upland Unified School District system, including ten elementary, two middle schools and two high schools. Chaffey Community College is located in Rancho Cucamonga, and California State Polytechnic University, Pomona, is located approximately 10 miles to the west. The Claremont Colleges, a group of six private colleges, are located adjacent to Upland.

The City's park system encompasses over 234.5 acres designated for parks, plus 57 undeveloped acres designated for a regional park site inclusive of 13 developed parks ranging in area from less than one acre to more than 40 acres. Park amenities include picnic facilities, soccer, softball, and baseball fields. The Recreation Division offers a wide range of recreation and cultural programs and programs for age groups of three years old to seniors. The Upland Public Library has over 142,834 volumes in its book collection and provides reference, information and cultural services to its citizens. The City is also the home of the Chaffey Communities Cultural Center, a non-profit corporation whose mission is to preserve local heritage. Among other things, it owns a museum in downtown Upland that displays collections representative of the San Bernardino West Valley's early heritage.

APPENDIX B

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES

APPENDIX C

APPRAISAL REPORT

APPENDIX D

FORMS OF OPINIONS OF BOND COUNSEL

Upon issuance and delivery of the Tax-Exempt Bonds, Richards, Watson & Gershon, A Professional Corporation, Bond Counsel, proposes to render its final approving opinion with respect to the Tax-Exempt Bonds in substantially the following form:

[to come]

APPENDIX E

SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE

APPENDIX F

BOOK-ENTRY ONLY SYSTEM

The information in this Appendix concerning The Depository Trust Company ("DTC"), New York, New York, and DTC's book-entry system has been obtained from DTC and the Authority takes no responsibility for the completeness or accuracy thereof. The Authority cannot and does not give any assurances that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has an S&P Global Ratings rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on

behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, premium (if any), and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Authority or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Principal, premium (if any), and interest payments with respect to the Bonds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, certificates representing the Bonds are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, representing the Bonds will be printed and delivered to DTC in accordance with the provisions of the Indenture.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Authority believes to be reliable, but the Authority takes no responsibility for the accuracy thereof.

APPENDIX G

FORM OF CONTINUING DISCLOSURE AGREEMENT
(ISSUER)

APPENDIX H

FORM OF CONTINUING DISCLOSURE CERTIFICATE
(MAJOR PROPERTY OWNER)

APPENDIX I

DISTRICT BOUNDARY MAP

BOND INDENTURE

By and Between

COMMUNITY FACILITIES DISTRICT NO. 2015-1 (SYCAMORE HILLS) OF THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

and

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

with reference to

$_____
COMMUNITY FACILITIES DISTRICT NO. 2015-1 (SYCAMORE HILLS) OF THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
SPECIAL TAX BONDS
SERIES 2019A (IMPROVEMENT AREA NO. 1)

and

$_____
COMMUNITY FACILITIES DISTRICT NO. 2015-1 (SYCAMORE HILLS) OF THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
SPECIAL TAX BONDS
TAXABLE SERIES 2019B (IMPROVEMENT AREA NO. 1)

Dated as of [July 1, 2019]

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BOND INDENTURE

THIS BOND INDENTURE dated as of [July 1, 2019] (this "Indenture"), by and between COMMUNITY FACILITIES DISTRICT NO. 2015-1 (SYCAMORE HILLS) OF THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA (the "District") and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as trustee (the "Trustee"), governs the terms of the Special Tax Bonds, Series 2019A (Improvement Area No. 1) and Special Tax Bonds, Taxable Series 2019B (Improvement Area No. 1), of the District and any Parity Bonds issued in accordance herewith from time to time.

RECITALS:

WHEREAS, the City Council (hereinafter sometimes referred to as the "legislative body of the District") of the City of Upland (the "City"), located in San Bernardino County, California, has heretofore undertaken proceedings and declared the necessity to issue bonds on behalf of the District pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California (the "Act"); and

WHEREAS, based upon Resolution Nos. 6308 and 6310 adopted by the legislative body of the District on November 23, 2015 and an election held on November 23, 2015 authorizing the levy of a special tax and the issuance of bonds by Improvement Area No. 1 of the District, Improvement Area No. 1 of the District is authorized to issue bonds for one or more series, pursuant to the Act, in an aggregate principal amount not to exceed $10,000,000; and

WHEREAS, the legislative body of the District intends to finance certain public facilities through the issuance of bonds in an aggregate principal amount of $_____, designated as the "Community Facilities District No. 2015-1 (Sycamore Hills) of the City of Upland, County of San Bernardino, State of California, Special Tax Bonds, Series 2019A (Improvement Area No. 1)" (the "Series 2019A Bonds"), and in an aggregate principal amount of $_____, designated as the "Community Facilities District No. 2015-1 (Sycamore Hills) of the City of Upland, County of San Bernardino, State of California, Special Tax Bonds, Taxable Series 2019B (Improvement Area No. 1)" (the "Series 2019B Bonds;" and together with the Series 2019A Bonds, the "Series 2019 Bonds"); and

WHEREAS, the District has determined that all requirements of the Act for the issuance of the Series 2019 Bonds have been satisfied;

NOW, THEREFORE, in order to establish the terms and conditions upon and subject to which the Series 2019 Bonds are to be issued, and in consideration of the premises and of the mutual covenants contained herein and of the purchase and acceptance of the Series 2019 Bonds by the Owners thereof, and for other valuable consideration, the receipt of which is hereby acknowledged, the District does hereby covenant and agree, for the benefit of the Owners of the Series 2019 Bonds and any Parity Bonds (as defined herein) which may be issued hereunder from time to time, as follows:

ARTICLE I

DEFINITIONS

Section 1.1 **Definitions**. Unless the context otherwise requires, the following terms shall have the following meanings:

"Account" means any account created pursuant to this Indenture.

"Acquisition Agreement" means that certain Acquisition Agreement, dated as of November 1, 2015, by and between the City and Bravepark Property LLC, a Delaware limited liability company, as developer.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Section 53311 *et seq.* of the California Government Code.

"Administrative Expenses" means the administrative costs with respect to the calculation and collection of the Special Taxes, including all attorneys' fees and other costs related thereto, the fees and expenses of the Trustee, any fees and related costs for credit enhancement for the Bonds or any Parity Bonds which are not otherwise paid as Costs of Issuance, any costs related to the District's compliance with state and federal laws requiring continuing disclosure of information concerning the Bonds and the District, and any other costs otherwise incurred by the City staff on behalf of the District in order to carry out the purposes of the District as set forth in the Resolution of Formation and any obligation of the District hereunder, including matters related to the administration of the Escrow Fund.

"Administrative Expenses Account" means the account by that name created and established in the Special Tax Fund pursuant to Section 3.1 hereof.

"Administrative Expenses Priority Amount" means an amount equal to $20,000 per Bond Year.

"Affiliate" means, with respect to the Developer or the Builder, any entity with respect to which fifty percent (50%) or more of the ownership or voting power is held individually or collectively by any of the Developer or the Builder, as applicable, and any other entity owned, controlled or under common ownership or control by or with, as applicable, the Developer or the Builder, and includes all general partners of any entity which is a partnership. Control shall mean ownership of fifty percent (50%) or more of the voting power of or ownership interest in the respective entity.

"Annual Debt Service" means the principal amount of any Outstanding Bonds or Parity Bonds, as applicable, payable in a Bond Year either at maturity or pursuant to a Sinking Fund Payment and any interest payable on any Outstanding Bonds or Parity Bonds, as applicable, in such Bond Year, if the Bonds and any Parity Bonds, as applicable, are retired as scheduled.

"Authorized Investments" means any of the following which at the time of investment are legal investments under the laws of the State for the moneys proposed to be invested therein

(the Trustee authorized to rely upon investment direction of the District as a determination an investment is a legal investment under the laws of the State):

(1) (A) Direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America ("United States Treasury Obligations"); (B) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by the United States of America; (C) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America; or (D) evidences of ownership of proportionate interests in future interest and principal payments on obligations described above held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying government obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated.

(2) Federal Housing Administration debentures.

(3) The listed obligations of government-sponsored agencies which are not backed by the full faith and credit of the United States of America:

- Federal Home Loan Mortgage Corporation (FHLMC)
  Participation certificates (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts)

  Senior Debt obligations

- Farm Credit Banks (formerly: Federal Land Banks, Federal Intermediate Credit Banks and Banks for Cooperatives)

  Consolidated system-wide bonds and notes

- Federal Home Loan Banks (FHL Banks)

  Consolidated debt obligations

- Federal National Mortgage Association (FNMA)

  Senior debt obligations

  Mortgage-backed securities (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts)

- Financing Corporation (FICO)

  Debt obligations

- Resolution Funding Corporation (REFCORP)

Debt obligations

(4) Unsecured certificates of deposit, time deposits, money-market deposits, and bankers' acceptances of any bank (including the Trustee and any affiliate) the short-term obligations of which are rated "A-1" or better by S&P.

(5) Deposits the aggregate amount of which are fully insured by the Federal Deposit Insurance Corporation (FDIC) or fully collateralized by Permitted Investments described in clauses (1), (2), or (3), in banks (including the Trustee and any affiliate) which have capital and surplus of at least $5 million.

(6) Commercial paper (having original maturities of not more than 270 days rated, at the time of investment, "A-1" or better by S&P and "Prime-1" or better by Moody's and issued by an entity meeting the criteria in either clause (A) or (B):

(A) the entity (i) is organized and operating in the United States as a general corporation, (ii) has total assets in excess of $500,000,000, and (iii) has debt other than commercial paper, if any, that is rated "A" or higher by S&P or Moody's; or

(B) the entity (i) is organized within the United States as a special purpose corporation, trust, or limited liability company, (ii) has programwide credit enhancements including, but not limited to, overcollateralization, letters of credit, or surety bond, and (ii) has commercial paper rated "A-1" or higher by S&P or "A1" by Moody's.

(7) Money market funds rated "AAm" or "AAm-G" by S&P, or better (including funds for which the Trustee or its affiliates provide investment advisory or other management services), but excluding such funds with a floating net asset value.

(8) "State Obligations," which means:

(A) Direct general obligations of any state of the United States of America or any subdivision or agency thereof to which is pledged the full faith and credit of a state the unsecured general obligation debt of which is rated "A3" by Moody's and "A" by S&P, or better, or any obligation fully and unconditionally guaranteed by any state, subdivision or agency whose unsecured general obligation debt is so rated.

(B) Direct general short-term obligations of any state agency or subdivision or agency thereof described in (A) above and rated "A-1+" by S&P and "Prime-l" ("MIG-1") by Moody's.

(C) Special Revenue Bonds (as defined in the United States Bankruptcy Code) of any state, state agency or subdivision described in (A) above and rated "AA" or better by S&P and "Aa" or better by Moody's.

(9) Pre-refunded municipal obligations rated "AAA" by S&P and "Aaa" by Moody's meeting the following requirements:

(A) the municipal obligations are (1) not subject to redemption prior to maturity or (2) the trustee for the municipal obligations has been given irrevocable instructions concerning their call and redemption and the issuer of the municipal obligations has covenanted not to redeem such municipal obligations other than as set forth in such instructions;

(B) the municipal obligations are secured by cash or United States Treasury Obligations which may be applied only to payment of the principal of, interest and premium on such municipal obligations;

(C) the principal of and interest on the United States Treasury Obligations (plus any cash in the escrow) has been verified by the report of independent certified public accountants to be sufficient to pay in full all principal of, interest, and premium, if any, due and to become due on the municipal obligations ("Verification");

(D) the cash or United States Treasury Obligations serving as security for the municipal obligations are held by an escrow agent or trustee in trust for owners of the municipal obligations;

(E) no substitution of a United States Treasury Obligation shall be permitted except with another United States Treasury Obligation and upon delivery of a new Verification; and

(F) the cash or United States Treasury Obligations are not available to satisfy any other claims, including those by or against the trustee or escrow agent.

(10) Repurchase agreements:

(A) With (1) any domestic bank, or domestic branch of a foreign bank, the long term debt of which is rated at least "A" by S&P and Moody's; or (2) any broker-dealer with "retail customers" or a related affiliate thereof which broker-dealer has, or the parent company (which guarantees the provider) of which has, long-term debt rated at least "A" by S&P and Moody's, which broker-dealer falls under the jurisdiction of the Securities Investors Protection Corporation; or (3) any other entity rated "A" or better by S&P and Moody's, provided that:

(a) The market value of the collateral is maintained at levels and upon such conditions as would be acceptable to S&P and Moody's to maintain an "A" rating in an "A" rated structured financing (with a market value approach);

(b) The Trustee or a third party acting solely as agent therefor or for the District (the "Holder of the Collateral") has possession of the collateral or the collateral has been transferred to the Holder of the

Collateral in accordance with applicable state and federal laws (other than by means of entries on the transferor's books);

(c) The repurchase agreement shall state and an opinion of counsel shall be rendered, addressed to the District and the Trustee, at the time such collateral is delivered that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);

(d) All other requirements of S&P in respect of repurchase agreements shall be met; and

(e) The repurchase agreement shall provide that if during its term the provider's rating by either Moody's or S&P is withdrawn or suspended or falls below "A-" by S&P or "A3" by Moody's, as appropriate, the provider must, at the direction of the District or the Trustee, within 10 days of receipt of such direction, repurchase all collateral and terminate the agreement, with no penalty or premium to the District or Trustee.

(B) Notwithstanding the above, if a repurchase agreement has a term of 270 days or less (with no evergreen provision), collateral levels need not be as specified in (a) above, so long as such collateral levels are 103% or better and the provider is rated at least "A" by S&P and Moody's, respectively.

(11) Investment agreements with a domestic or foreign bank or corporation (other than a life or property casualty insurance company) the long-term debt of which or, in the case of a guaranteed corporation the long-term debt, or, in the case of a monoline financial guaranty insurance company, claims paying ability, of the guarantor is rated at least "AA-" by S&P or "Aa3" by Moody's; provided that, by the terms of the investment agreement:

(A) interest payments are to be made to the Trustee at times and in amounts as necessary to pay debt service on the Bonds;

(B) the invested funds are available for withdrawal without penalty or premium, at any time upon not more than seven days' prior notice; the District and the Trustee hereby agree to give or cause to be given notice in accordance with the terms of the investment agreement so as to receive funds thereunder with no penalty or premium paid;

(C) the investment agreement shall state that is the unconditional and general obligation of, and is not subordinated to any other obligation of, the provider thereof, or, if the provider is a bank, the agreement or the opinion of counsel shall state that the obligation of the provider to make payments thereunder ranks pari passu with the obligations of the provider to its other depositors and its other unsecured and unsubordinated creditors;

(D) the District and the Trustee receives the opinion of domestic counsel (which opinion shall be addressed to the District and the Trustee) that such investment agreement is legal, valid, binding and enforceable upon the provider in accordance with its terms and of foreign counsel (if applicable) in form and substance acceptable to the District, and addressed to, the District and the Trustee;

(E) the investment agreement shall provide that if during its term.

(1) the provider's rating by either S&P or Moody's falls below "AA-" or "Aa3", respectively, the provider shall, at its option, within 10 days of receipt of publication of such downgrade, either (i) collateralize the investment agreement by delivering or transferring in accordance with applicable state and federal laws (other than by means of entries on the provider's books) to the District, the Trustee or a third party acting solely as agent therefor (the "Holder of the Collateral") collateral free and clear of any third-party liens or claims the market value of which collateral is maintained at levels and upon such conditions as would be acceptable to S&P and Moody's to maintain an "A" rating in an "A" rated structured financing (with a market value approach); or (ii) repay the principal of and accrued but unpaid interest on the investment; and

(2) the provider's rating by either S&P or Moody's is withdrawn or suspended or falls below "A-" or "A3", respectively, the provider must, at the direction of the District or the Trustee, within 10 days of receipt of such direction, repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium to the District or Trustee; and

(F) The investment agreement shall state and an opinion of counsel shall be rendered, addressed to the District and the Trustee, in the event collateral is required to be pledged by the provider under the terms of the investment agreement at the time such collateral is delivered, that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession); and

(G) the investment agreement must provide that if during its term:

(1) the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the District or the Trustee, be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the District or Trustee, as appropriate, and

(2) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc. ("event of insolvency"), the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the District or Trustee, as appropriate.

(12) The State of California Local Agency Investment Fund; provided that the Trustee may restrict investments in such Fund to the extent necessary to keep moneys available for the purposes of this Indenture.

(13) Certificates of deposit, savings accounts, deposit accounts or money market deposits (including those of the Trustee and its affiliates) which are fully insured by the Federal Deposit Insurance Corporation, including certificates of deposit placed through the CDARS program.

"Authorized Representative of the City" means the City Manager of the City, the Administrative Services Director of the City, the Finance Director (or if there is no Finance Director, then the Finance Officer or Finance Manager) of the City, or any other person or persons designated by the City Manager, the Administrative Services Director, or the Finance Director (or if there is no Finance Director, then the Finance Officer or Finance Manager) by a written certificate signed by the City Manager, the Administrative Services Director, or the Finance Director (or if there is no Finance Director, then the Finance Officer or Finance Manager) and containing the specimen signature of each such person.

"Authorized Representative of the District" means the City Manager of the City, the Administrative Services Director of the City, the Finance Director (or if there is no Finance Director, then the Finance Officer or Finance Manager) of the City, or any other person or persons designated by the City Manager, the Administrative Services Director, or the Finance Director (or if there is no Finance Director, then the Finance Officer or Finance Manager) by a written certificate signed by the City Manager, the Administrative Services Director, or the Finance Director (or if there is no Finance Director, then the Finance Officer or Finance Manager) and containing the specimen signature of each such person.

"Bond Counsel" means an attorney at law or a firm of attorneys selected by the District of nationally recognized standing in matters pertaining to the Tax-exempt nature of interest on bonds issued by states and their political subdivisions duly admitted to the practice of law in any state of the United States of America or the District of Columbia.

"Bond Register" means the books which the Trustee shall keep or cause to be kept on which the registration and transfer of the Bonds and any Parity Bonds shall be recorded.

"Bondowner" or "Owner" means the person or persons in whose name or names any Bond or Parity Bond is registered.

"Bonds" means the Series 2019 Bonds.

"Bond Year" means the twelve-month period commencing on September 2 of each year and ending on September 1 of the following year, except that the first Bond Year for the Bonds or an issue of Parity Bonds shall begin on the Delivery Date and end on the first September 1 which is not more than 12 months after the Delivery Date.

"Builder" means Taylor Morrison of California, LLC, the merchant builder that purchased the property within Improvement Area No. 1 from the Developer and is completing development of such property and the construction and sales of residences within Improvement Area No. 1 to end users, and any successors or assigns.

"Business Day" means a day which is not a Saturday or Sunday or a day of the year on which banks in New York, New York, Los Angeles, California, or the city where the corporate trust office of the Trustee is located, are not required or authorized to remain closed.

"Certificate of an Authorized Representative" means a written certificate executed by an Authorized Representative of the City or District, as applicable.

"Certificate of the Developer" means a written certificate executed by an authorized representative of the Developer and meeting the requirements set forth in Section 3.10(b)(2) of this Indenture.

"Certificate of the Special Tax Administrator" means a written certificate of an Authorized Representative of the District, Willdan Financial Services, or any successor entity appointed by the City, to administer the calculation and collection of the Special Taxes.

"City" means the City of Upland, California.

"Code" means the Internal Revenue Code of 1986, as amended, and any Regulations, rulings, judicial decisions, and notices, announcements, and other releases of the United States Treasury Department or Internal Revenue Service interpreting and construing it.

"Continuing Disclosure Agreement" means that certain Continuing Disclosure Agreement dated as of [July 1, 2019], by and between the District and Willdan Financial Services, as dissemination agent, together with any amendments thereto.

"Costs of Issuance" means the costs and expenses incurred in connection with the formation of the District and the issuance and sale of the Bonds or any Parity Bonds, including the acceptance and initial annual fees and expenses of the Trustee, legal fees and expenses, costs of printing the Bonds and any Parity Bonds and the preliminary and final official statements for the Bonds and any Parity Bonds, fees of financial consultants, and all other related fees and expenses, as set forth in a Certificate of an Authorized Representative of the City.

"Costs of Issuance Fund" means the fund by that name created and established pursuant to Section 3.1 hereof.

"Deemed Escrow Bonds" means, as of any date of determination, Series 2019A Bonds in a principal amount equal to the amount then on deposit in the Escrow Fund (excluding (i) any investment earnings allocable to such amount on deposit in the Escrow Fund and (ii) amounts on

deposit in the Escrow Interest Account and the Escrow Reserve Account therein), which Series 2019A Bonds shall be deemed to be initially comprised of the following: $_____ aggregate principal amount of the Outstanding Series 2019A Term Bonds maturing on September 1, [2044] to which CUSIP Number _____ has been assigned; and $_____ aggregate principal amount of the Outstanding Series 2019A Term Bonds maturing on September 1, [2049] to which CUSIP Number _____ has been assigned.

"Delivery Date" means, with respect to the Bonds and each issue of Parity Bonds, the date on which the bonds of such issue were issued and delivered to the initial purchasers thereof.

"Depository" means The Depository Trust Company, New York, New York, and its successors and assigns as securities depository for the Bonds, or any other securities depository acting as Depository under Article II hereof.

"Developed Property" shall have the meaning ascribed to such term in the Rate and Method.

"Developer" means Bravepark Property LLC, as the Developer under the Acquisition Agreement, and any successors and assigns thereto duly authorized pursuant to and in accordance with the Acquisition Agreement, including but not limited to Section 11.7 thereof.

"District" means Community Facilities District No. 2015-1 (Sycamore Hills) of the City of Upland, County of San Bernardino, State of California, established pursuant to the Act and the Resolution of Formation.

"Escrow Closing Date" means April 15, 2022.

"Escrow Disbursement Date" means each date, if any, on which funds are transferred from the Escrow Fund to the Series 2019A Account of the Improvement Fund pursuant to Section 3.11(c) hereof.

"Escrow Fund" means the fund by that name created and established pursuant to Section 3.1 hereof.

"Escrow Interest Account" means the account by that name created and established in the Escrow Fund pursuant to Section 3.1 hereof.

"Escrow Redemption Date" means June 1, 2022.

"Escrow Reserve Account" means the account by that name created and established in the Escrow Fund pursuant to Section 3.1 hereof.

"Event of Default" means an "event of default" described in Section 8.1 hereof.

"Federal Securities" means any of the following: (a) non-callable direct obligations of the United States of America ("Treasuries"), (b) evidence of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right

to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, and (c) pre-refunded municipal obligations rated "AAA" and "Aaa" by S&P and Moody's, respectively, (d) securities eligible for "AAA" defeasance under then existing criteria of S&P, or (e) any combination of the foregoing.

"Fiscal Year" means the period beginning on July 1 of each year and ending on the next following June 30.

"Gross Taxes" means the amount of all Special Taxes received by Improvement Area No. 1 of the District, together with the proceeds collected from the sale of property pursuant to the foreclosure provisions of this Indenture for the delinquency of such Special Taxes remaining after the payment of all costs related to such foreclosure actions.

"Improvement Area No. 1" means Improvement Area No. 1 of the District, as depicted on the boundary map for the District recorded in Book 87 of the County of San Bernardino Assessment Maps, at page 2, in the County Recorder's Office as Document No. 2015-0465103, on October 27, 2015.

"Improvement Fund" means the fund by that name created and established pursuant to Section 3.1 hereof.

"Indenture" means this Bond Indenture, together with any Supplemental Indenture approved and entered into pursuant to Article VI hereof.

"Independent Financial Consultant" means a financial consultant or firm of such consultants generally recognized to be well qualified in the financial consulting field, appointed and paid by the District, who, or each of whom:

(1) is in fact independent and not under the domination of the District or the City;

(2) does not have any substantial interest, direct or indirect, in the District or the City; and

(3) is not connected with the District or the City as a member, officer or employee of the District or the City, but who may be regularly retained to make annual or other reports to the District or the City.

"Information Services" means the Electronic Municipal Market Access System (referred to as "EMMA"), a facility of the Municipal Securities Rulemaking Board, at www.emma.msrb.org; provided, however, in accordance with then current guidelines of the Securities and Exchange Commission, Information Services shall mean such other organizations providing information with respect to called bonds as the District may designate to the Trustee in writing.

"Interest Account" means the account by that name created and established in the Special Tax Fund pursuant to Section 3.1 hereof.

"Interest Payment Date" means each March 1 and September 1, commencing [March 1, 2020]; provided, however, that, if any such day is not a Business Day, interest up to the Interest Payment Date will be paid on the Business Day next succeeding such date.

"Investment Agreement" means one or more agreements for the investment of funds of the District complying with the criteria therefor as set forth in subsection (11) of the definition of Authorized Investments herein.

"Maximum Annual Debt Service" means the maximum sum obtained for any Bond Year prior to the final maturity of the Bonds and any Parity Bonds, as applicable, by adding the following for each Bond Year:

(1) the principal amount of all Outstanding Bonds and Parity Bonds, as applicable, payable in such Bond Year either at maturity or pursuant to a Sinking Fund Payment; and

(2) the interest payable on the aggregate principal amount of all Bonds and Parity Bonds, as applicable, Outstanding in such Bond Year if the Bonds and Parity Bonds, as applicable, are retired as scheduled.

"Moody's" means Moody's Investors Service, its successors and assigns.

"Net Taxes" means Gross Taxes minus amounts set aside to pay Administrative Expenses not to exceed the Administrative Expenses Priority Amount.

"Nominee" shall mean the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 2.16 hereof.

"Ordinance" means Ordinance No. 1899 adopted by the legislative body of the District on December 14, 2015, providing for the levying of the Special Tax.

"Outstanding Bonds" or "Outstanding Bonds and Parity Bonds" means all Bonds and/or Parity Bonds, as applicable, theretofore issued by the District, except:

(1) Bonds and Parity Bonds theretofore cancelled or surrendered for cancellation in accordance with Section 10.1 hereof;

(2) Bonds and Parity Bonds for payment or redemption of which moneys shall have been theretofore deposited in trust (whether upon or prior to the maturity or the redemption date of such Bonds or Parity Bonds), provided that, if such Bonds or Parity Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as provided in this Indenture or any applicable Supplemental Indenture for Parity Bonds; and

(3) Bonds and Parity Bonds which have been surrendered to the Trustee for transfer or exchange pursuant to Section 2.9 hereof or for which a replacement has been issued pursuant to Section 2.10 hereof.

"Overlapping Debt" means with respect to any property within Improvement Area No. 1 of the District, the sum of (a) the aggregate amount of all unpaid assessments which are a lien on such property and which are pledged to secure the repayment of bonds, plus (b) a portion of the principal amount of any outstanding bonds of other community facilities districts which are payable at least partially from special taxes to be levied on such property (the "Other CFD Bonds") determined by multiplying the aggregate principal amount of the Other CFD Bonds by a fraction, the numerator of which is the amount of special taxes levied for the Other CFD Bonds on such property and the denominator of which is the total amount of special taxes levied for the Other CFD Bonds on all parcels of property which are subject to the levy of such special taxes, based upon information which is available for the then current Fiscal Year, plus (c) the principal amount of any bonded indebtedness of Improvement Area No. 1 of the District.

"Parity Bonds" means all bonds, notes, or other similar evidences of indebtedness hereafter issued, payable out of the Net Taxes and which, as provided in this Indenture or any Supplemental Indenture, rank on a parity with the Bonds.

"Participants" shall mean those broker-dealers, banks and other financial institutions from time to time for which the Depository holds Bonds or Parity Bonds as securities depository.

"Person" means natural persons, firms, corporations, partnerships, associations, trusts, public bodies and other entities.

"Prepayments" means any amounts paid by the District to the Trustee and designated by the District as a prepayment of Special Taxes for one or more parcels in the District made in accordance with the Rate and Method.

"Principal Account" means the account by that name created and established in the Special Tax Fund pursuant to Section 3.1 hereof.

"Principal Office of the Trustee" means the corporate trust office of the Trustee located in Los Angeles, California, or such other office or offices as the Trustee may designate from time to time, or the office of any successor Trustee where it principally conducts its business of serving as trustee under indentures pursuant to which municipal or governmental obligations are issued.

"Project" means those public facilities described in the Resolution of Formation which are to be acquired or constructed within and outside of the District, including all engineering, planning and design services and other incidental expenses related to such facilities and other facilities, if any, authorized by the qualified electors within the District from time to time.

"Project Costs" means the amounts necessary to finance the Project, to create and replenish any necessary reserve funds, to pay the initial and annual costs associated with the Bonds or any Parity Bonds, including, but not limited to, matters related to the administration of the Escrow Fund and remarketing, credit enhancement, Trustee and other fees and expenses relating to the issuance of the Bonds or any Parity Bonds and the formation of the District, and to pay any other "incidental expenses" of the District, as such term is defined in the Act.

"Rate and Method" means the rate and method of apportionment of Special Taxes for Improvement Area No. 1 approved by the Resolution of Formation and appended as Appendix A

to the Notice of Special Tax Lien for Improvement Area No. 1 of the District, recorded in the Official Records of the County of San Bernardino Recorder as Document No. 2015-0547479 on December 15, 2015, as it may be amended or modified from time to time.

"Rating Agency" means Moody's and S&P, or both, as the context requires.

"Rebate Fund" means the fund by that name established pursuant to Section 3.1 hereof in which there are established the Accounts described in Section 3.7 hereof.

"Record Date" means the fifteenth day of the month preceding an Interest Payment Date, regardless of whether such day is a Business Day.

"Redemption Account" means the account by that name created and established in the Special Tax Fund pursuant to Section 3.1 hereof.

"Regulations" means the regulations adopted or proposed by the Department of Treasury from time to time with respect to obligations issued pursuant to Section 103 of the Code.

"Released 2019A Bonds" shall have, with respect to each Escrow Disbursement Date, the respective meaning ascribed to such term in Section 3.11(c)(4)(iii) of this Indenture.

"Remaining Deemed Escrow Bonds" shall have, with respect to each Escrow Disbursement Date, the respective meaning ascribed to such term in Section 3.11(c)(3)(ii) of this Indenture.

"Representation Letter" shall mean the Blanket Letter of Representations from the District to the Depository as described in Section 2.13 hereof.

"Reserve Account" means the account by that name created and established in the Special Tax Fund pursuant to Section 3.1 hereof.

"Reserve Policy" means an irrevocable standby or direct-pay letter of credit, insurance policy, or surety bond issued by a commercial bank or insurance company and deposited with the Trustee pursuant to Section 3.6, provided that all of the following requirements are met at the time of acceptance thereof by the Trustee: (a) the long-term credit rating of such bank or insurance company is A+ or better from S&P or A1 or better from Moody's; (b) such letter of credit, insurance policy, or surety bond has a term of at least twelve (12) months; (c) such letter of credit, insurance policy, or surety bond has a stated amount at least equal to the portion of the Reserve Requirement with respect to which funds are proposed to be released; and (d) the Trustee is authorized pursuant to the terms of such letter of credit, insurance policy, or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the amount Interest Account and the Principal Account for the purpose of making payments required pursuant to this Indenture.

"Reserve Requirement" shall be calculated separately with respect to each Series of Bonds and shall mean, as of the date of calculation, an amount equal to the least of (i) Maximum Annual Debt Service on the then Outstanding Bonds of such Series; (ii) 10% of the original amount of the Bonds of such Series ("amount" meaning the principal amount of such Series of

the Bonds, unless the Series was issued with original issue discount greater than two percent of the principal amount, or original issue premium greater than the sum of two percent of the principal amount plus original issue premium attributable exclusively to reasonable underwriters' compensation, in which case "amount" means issue price); or (iii) 125% of average Annual Debt Service on the then Outstanding Bonds of such Series; provided, that during the Series 2019A Initial Reserve Period, the "Reserve Requirement" for the Series 2019A Bonds shall mean the Series 2019A Initial Reserve Requirement.

"Resolution of Formation" means Resolution No. 6308 adopted by the City Council of the City on November 23, 2015, pursuant to which the City formed the District.

"S&P" means S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC, its successors and assigns.

"Series" means, when used with reference to the Bonds, all of the Bonds authenticated and delivered on original issuance and identified pursuant to this Indenture or a Supplemental Indenture authorizing such Bonds as a separate series or issue of Bonds, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to this Indenture.

"Series 2019 Bonds" means, collectively, the Series 2019A Bonds and the Series 2019B Bonds.

"Series 2019 Term Bonds" means, collectively, the Series 2019A Term Bonds and the Series 2019B Term Bonds.

"Series 2019A Bonds" means the District's Special Tax Bonds, Series 2019A (Improvement Area No. 1), issued on their Delivery Date in the aggregate principal amount of $_____.

"Series 2019A Initial Reserve Period" shall mean the period commencing on the Delivery Date through and including the last day of the Bond Year ending September 1, 2039.

"Series 2019A Initial Reserve Requirement" shall mean, with respect to the Series 2019A Initial Reserve Period, that fixed amount equal to the least of the following, determined as of the Delivery Date for the Series 2019A Bonds: (i) Maximum Annual Debt Service on all Series 2019A Bonds; (ii) 10% of the original amount of all Series 2019A Bonds ("amount" meaning the principal amount of all Series 2019A Bonds on their Delivery Date, unless the Series 2019A Bonds were issued with original issue discount greater than two percent of the principal amount, or original issue premium greater than the sum of two percent of the principal amount plus original issue premium attributable exclusively to reasonable underwriters' compensation, in which case "amount" means issue price); or (iii) 125% of average Annual Debt Service on all Series 2019A Bonds.

"Series 2019A Reserve Augmentation Account" means the account by that name, as it hereafter may be created and established in the Special Tax Fund pursuant to Section 3.6(g)(2) hereof.

"Series 2019A Term Bonds" means, collectively, the Series 2019A Bonds maturing on September 1, 20__, September 1, 20__, and September 1, 20__.

"Series 2019B Bonds" means the District's Special Tax Bonds, Taxable Series 2019B (Improvement Area No. 1), issued on their Delivery Date in the aggregate principal amount of $_____.

"Series 2019B Facilities Subaccount" means the subaccount by that name, as it hereafter may be created and established in the Taxable Series 2019B Account of the Improvement Fund pursuant to Section 3.10(b)(2) hereof.

"Series 2019B Term Bonds" means, collectively, the Series 2019B Bonds maturing on September 1, 20__, September 1, 20__, September 1, 20__, and September 1, 20__.

"Sinking Fund Payment" means the annual payment to be deposited in the Redemption Account to redeem a portion of the Term Bonds in accordance with the schedules set forth in Section 4.1(b) hereof and any annual sinking fund payment schedule to retire any Parity Bonds which are designated as Term Bonds.

"Special Tax Fund" means the fund by that name created and established pursuant to Section 3.1 hereof.

"Special Taxes" means the taxes authorized to be levied by the District on property within Improvement Area No. 1 of the District in accordance with the Ordinance, the Resolution of Formation, the Act and the voter approval obtained at the November 23, 2015 election in Improvement Area No. 1 of the District, including any scheduled payments and any Prepayments thereof, the net proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes to the amount of said lien, and penalties and interest thereon.

"Subaccount" means any subaccount created pursuant to this Indenture.

"Supplemental Indenture" means any supplemental indenture amending or supplementing this Indenture.

"Surplus Fund" means the fund by that name created and established pursuant to Section 3.1 hereof.

"Tax Certificate" means the Certificate Regarding Compliance with Certain Tax Matters (or similar document) pertaining to the use and investment of proceeds of a Series of Bonds, executed and delivered by a duly authorized officer of the District and of the City on the related Delivery Date, including any and all exhibits and attachments thereto.

"Tax-exempt" means, with respect to interest on any obligations of a state or local government, including the interest on the Series 2019A Bonds, that such interest is excluded from gross income for federal income tax purposes whether or not such interest is an item of tax preference for purposes of the alternative minimum tax under the Code or otherwise taken into account in calculating tax liabilities under the Code.

"Term Bonds" means the Series 2019 Term Bonds.

"Transferred Principal Amount" shall have, with respect to each Escrow Disbursement Date, the respective meaning ascribed to such term in Section 3.11(c)(4)(i) of this Indenture.

"Trustee" means U.S. Bank National Association, a national banking association duly organized and existing under the laws of the United States of America, at its corporate trust office in Los Angeles, California, and its successors or assigns, or any other bank or trust company which may at any time be substituted in its place as provided in Sections 7.2 or 7.3 and any successor thereto.

"Underwriter" means Hilltop Securities Inc., with respect to the Series 2019 Bonds.

ARTICLE II

GENERAL AUTHORIZATION AND BOND TERMS

Section 2.1 **Amount, Issuance, Purpose and Nature of Bonds**. Under and pursuant to the Act, the Series 2019A Bonds in the aggregate principal amount of $_____ (_____ Dollars) and the Series 2019B Bonds in the aggregate principal amount of $_____ (_____ Dollars) shall be issued for the purpose of financing the Project, funding certain capitalized interest on the Deemed Escrow Bonds, funding the Reserve Account and the Escrow Reserve Account at the initial Reserve Requirements, as applicable, and paying Costs of Issuance; provided that the aggregate principal amount of the Bonds and any Parity Bonds authorized by the legislative body in accordance with Section 9.2 hereof shall not exceed the total indebtedness presently authorized or subsequently authorized by the qualified electors of Improvement Area No. 1 of the District in accordance with the Act. The Bonds and any Parity Bonds shall be and are limited obligations of the District and shall be payable as to the principal thereof and interest thereon and any premiums upon the redemption thereof solely from the Net Taxes and the other amounts in the Special Tax Fund (other than amounts in the Administrative Expenses Account of the Special Tax Fund and any Subaccounts of the Reserve Account not designated herein for the benefit of such Bonds or Parity Bonds).

Section 2.2 **Type and Nature of Bonds and Parity Bonds**. Neither the faith and credit nor the taxing power of the City, the State of California or any political subdivision thereof other than the District is pledged to the payment of the Bonds or any Parity Bonds. Except for the Special Taxes, no other taxes are pledged to the payment of the Bonds or any Parity Bonds. The Bonds and any Parity Bonds are not general or special obligations of the City nor general obligations of the District, but are limited obligations of the District payable solely from certain amounts deposited by the District in the Special Tax Fund (exclusive of the Administrative Expenses Account and any Subaccounts of the Reserve Account not designated herein for the benefit of such Bonds or Parity Bonds) and amounts in the Escrow Fund (to the limited extent described herein), as more fully described herein. The District's limited obligation to pay the principal of, premium, if any, and interest on the Bonds and any Parity Bonds from amounts in the Special Tax Fund (exclusive of the Administrative Expenses Account and any Subaccounts of the Reserve Account not designated herein for the benefit of such Bonds or Parity Bonds) is absolute and unconditional, free of deductions and without any abatement, offset, recoupment,

diminution or set-off whatsoever. No Owner of the Bonds or any Parity Bonds may compel the exercise of the taxing power by the District (except as pertains to the Special Taxes) or the City or the forfeiture of any of their property. The principal of and interest on the Bonds and any Parity Bonds and premiums upon the redemption thereof, if any, are not a debt of the City, the State of California or any of its political subdivisions in contravention of any constitutional or statutory limitation or restriction. The Bonds and any Parity Bonds are not a legal or equitable pledge, charge, lien, or encumbrance upon any of the District's property, or upon any of its income, receipts or revenues, except the Net Taxes and other amounts in the Special Tax Fund (exclusive of the Administrative Expenses Account and any Subaccounts of the Reserve Account not designated herein for the benefit of such Bonds or Parity Bonds) and amounts in the Escrow Fund (to the limited extent described herein) which are, under the terms of this Indenture and the Act, set aside for the payment of the Bonds and any Parity Bonds, and interest thereon, and neither the members of the legislative body of the District or the City Council of the City nor any persons executing the Bonds or any Parity Bonds, are liable personally on the Bonds or any Parity Bonds by reason of their issuance.

Notwithstanding anything to the contrary contained in this Indenture, the District shall not be required to advance any money derived from any source of income other than the Net Taxes for the payment of the interest on or the principal of the Bonds or any Parity Bonds, or for the performance of any covenants contained herein. The District may, however, advance funds for any such purpose, provided that such funds are derived from a source legally available for such purpose.

Section 2.3 **Equality of Bonds and Parity Bonds; Pledge of Net Taxes**. Pursuant to the Act and this Indenture, the Bonds and any Parity Bonds shall be equally payable from the Net Taxes and other amounts in the Special Tax Fund (exclusive of the Administrative Expenses Account and any Subaccounts of the Reserve Account not designated herein for the benefit of such Bonds or Parity Bonds) and amounts in the Escrow Fund (to the limited extent described herein), without priority for number, date of the Bonds or Parity Bonds, date of sale, date of execution, or date of delivery, and the payment of the interest on and principal of the Bonds and any Parity Bonds and any premiums upon the redemption thereof, shall be exclusively paid from the Net Taxes and other amounts in the Special Tax Fund (exclusive of the Administrative Expenses Account and any Subaccounts of the Reserve Account not designated herein for the benefit of such Bonds or Parity Bonds) and amounts in the Escrow Fund (to the limited extent described herein), which are hereby pledged and set aside for the payment of the Bonds and any Parity Bonds. Amounts in the Special Tax Fund (other than the Administrative Expenses Account therein and any Subaccounts of the Reserve Account not designated herein for the benefit of such Bonds or Parity Bonds) and in the Escrow Fund (to the limited extent described herein) shall constitute a trust fund held for the benefit of the Owners to be applied to the payment of the interest on and principal of the Bonds and any Parity Bonds and so long as any of the Bonds and any Parity Bonds or interest thereon remain Outstanding shall not be used for any other purpose, except as permitted by this Indenture or any Supplemental Indenture. Notwithstanding any provision contained in this Indenture to the contrary, Net Taxes deposited in the Rebate Fund and the Surplus Fund shall no longer be considered to be pledged to the Bonds or any Parity Bonds, and none of the Rebate Fund, the Surplus Fund, the Improvement Fund, the Costs of Issuance Fund, or the Administrative Expenses Account of the Special Tax Fund shall be construed as a trust fund held for the benefit of the Owners.

Section 2.4 **Description of Bonds; Interest Rates**. The Bonds and any Parity Bonds shall be issued in fully registered form in denominations of $5,000 or any integral multiple thereof. The Bonds and any Parity Bonds of each issue shall be numbered as desired by the Trustee.

The Series 2019A Bonds shall be designated "COMMUNITY FACILITIES DISTRICT NO. 2015-1 (SYCAMORE HILLS) OF THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, SPECIAL TAX BONDS, SERIES 2019A (IMPROVEMENT AREA NO. 1)." The Series 2019A Bonds shall be dated as of their Delivery Date and shall mature and be payable on September 1 in the years and in the aggregate principal amounts and shall be subject to and shall bear interest at the rates set forth in the table below payable on [March 1, 2020] and each Interest Payment Date thereafter:

Maturity Date (September 1)	Principal Amount	Interest Rate
	$	%

The Series 2019B Bonds shall be designated "COMMUNITY FACILITIES DISTRICT NO. 2015-1 (SYCAMORE HILLS) OF THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, SPECIAL TAX BONDS, TAXABLE SERIES 2019B (IMPROVEMENT AREA NO. 1)." The Series 2019B Bonds shall be dated as of their Delivery Date and shall mature and be payable on September 1 in the years and in the aggregate principal amounts and shall be subject to and shall bear interest at the rates set forth in the table below payable on [March 1, 2020] and each Interest Payment Date thereafter:

Maturity Date (September 1)	Principal Amount	Interest Rate
	$	%

Interest shall be payable on each Bond and Parity Bond from the date established in accordance with Section 2.5 below on each Interest Payment Date thereafter until the principal sum of that Bond or Parity Bond has been paid; provided, however, that if at the maturity date of any Bond or Parity Bond (or if the same is redeemable and shall be duly called for redemption, then at the date fixed for redemption) funds are available for the payment or redemption thereof in full, in accordance with the terms of this Indenture, such Bonds and Parity Bonds shall then cease to bear interest. Interest due on the Bonds and Parity Bonds shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Section 2.5 **Place and Form of Payment**. The Bonds and Parity Bonds shall be payable both as to principal and interest, and as to any premiums upon the redemption thereof, in lawful money of the United States of America. The principal of the Bonds and Parity Bonds and

any premiums due upon the redemption thereof shall be payable upon presentation and surrender thereof at the Principal Office of the Trustee, or at the designated office of any successor Trustee. Interest on any Bond or Parity Bond shall be payable from the Interest Payment Date next preceding the date of authentication of that Bond or Parity Bond, unless (i) such date of authentication is an Interest Payment Date in which event interest shall be payable from such date of authentication, (ii) the date of authentication is after a Record Date but prior to the immediately succeeding Interest Payment Date, in which event interest shall be payable from the Interest Payment Date immediately succeeding the date of authentication, or (iii) the date of authentication is prior to the close of business on the first Record Date occurring after the issuance of such Bond or Parity Bond, in which event interest shall be payable from the dated date of such Bond or Parity Bond, as applicable; provided, however, that if at the time of authentication of such Bond or Parity Bond, interest is in default, interest on that Bond or Parity Bond shall be payable from the last Interest Payment Date to which the interest has been paid or made available for payment or, if no interest has been paid or made available for payment on that Bond or Parity Bond, interest on that Bond or Parity Bond shall be payable from its dated date. Interest on any Bond or Parity Bond shall be paid to the person whose name shall appear in the Bond Register as the Owner of such Bond or Parity Bond as of the close of business on the Record Date. Such interest shall be paid by check of the Trustee mailed on the Interest Payment Date by first class mail, postage prepaid, to such Bondowner at his or her address as it appears on the Bond Register. In addition, upon a request in writing received by the Trustee on or before the applicable Record Date from an Owner of $1,000,000 or more in principal amount of the Bonds or of any issue of Parity Bonds, payment shall be made on the Interest Payment Date by wire transfer in immediately available funds to an account designated by such Owner.

Section 2.6 **Form of Bonds and Parity Bonds**. The definitive Bonds may be printed from steel engraved or lithographic plates or may be typewritten. The Bonds and the certificate of authentication shall be substantially in the forms attached hereto as Exhibit A and Exhibit B, which form is hereby approved and adopted as the form of such Bonds and of the certificate of authentication. Each issue of Parity Bonds and the certificate of authentication therefor shall be in the form provided in the Supplemental Indenture for such issue of Parity Bonds.

Until definitive Bonds or Parity Bonds, as applicable, shall be prepared, the District may cause to be executed and delivered in lieu of such definitive Bonds or Parity Bonds temporary bonds in typed, printed, lithographed or engraved form and in fully registered form, subject to the same provisions, limitations and conditions as are applicable in the case of definitive Bonds or Parity Bonds, except that they may be in any denominations authorized by the District. Until exchanged for definitive Bonds or Parity Bonds, as applicable, any temporary bond shall be entitled and subject to the same benefits and provisions of this Indenture as definitive Bonds or Parity Bonds. If the District issues temporary Bonds or Parity Bonds, it shall execute and furnish definitive Bonds or Parity Bonds, as applicable, without unnecessary delay and thereupon any temporary Bond or Parity Bond may be surrendered to the Trustee at its office, without expense to the Owner, in exchange for a definitive Bond or Parity Bond of the same issue, maturity, interest rate and principal amount in any authorized denomination. All temporary Bonds or Parity Bonds so surrendered shall be cancelled by the Trustee and shall not be reissued.

Section 2.7 **Execution and Authentication**. The Bonds and Parity Bonds shall be signed on behalf of the District by the manual or facsimile signature of the Mayor of the City and

countersigned by the manual or facsimile signature of the City Clerk of the City, or any duly appointed deputy City Clerk, in their capacity as officers of the District, and the seal of the District (or a facsimile thereof) may be impressed, imprinted, engraved or otherwise reproduced thereon, and attested by the signature of the City Clerk of the City Council. In case any one or more of the officers who shall have signed or sealed any of the Bonds or Parity Bonds shall cease to be such officer before the Bonds or Parity Bonds so signed and sealed have been authenticated and delivered by the Trustee (including new Bonds or Parity Bonds delivered pursuant to the provisions hereof with reference to the transfer and exchange of Bonds or Parity Bonds or to lost, stolen, destroyed or mutilated Bonds or Parity Bonds), such Bonds or Parity Bonds shall nevertheless be valid and may be authenticated and delivered as herein provided, and may be issued as if the person who signed or sealed such Bonds or Parity Bonds had not ceased to hold such office.

Only the Bonds as shall bear thereon such certificate of authentication in the forms set forth in Exhibit A and Exhibit B attached hereto shall be entitled to any right or benefit under this Indenture, and no Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Trustee.

Section 2.8 **Bond Register**. The Trustee will keep or cause to be kept, at the Principal Office of the Trustee, sufficient books for the registration and transfer of the Bonds and any Parity Bonds which shall upon reasonable prior notice be open to inspection by the District during all regular business hours, and, subject to the limitations set forth in Section 2.9 below, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be transferred on said Bond Register, Bonds and any Parity Bonds as herein provided.

The District and the Trustee may treat the Owner of any Bond or Parity Bond whose name appears on the Bond Register as the absolute Owner of that Bond or Parity Bond for any and all purposes, and the District and the Trustee shall not be affected by any notice to the contrary. The District and the Trustee may rely on the address of the Bondowner as it appears in the Bond Register for any and all purposes. It shall be the duty of the Bondowner to give written notice to the Trustee of any change in the Bondowner's address so that the Bond Register may be revised accordingly.

Section 2.9 **Registration of Exchange or Transfer**. Subject to the limitations set forth in the following paragraph, the registration of any Bond or Parity Bond may, in accordance with its terms, be transferred upon the Bond Register by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Bond or Parity Bond for cancellation at the Principal Office of the Trustee, accompanied by delivery of written instrument of transfer in a form acceptable to the Trustee and duly executed by the Bondowner or his or her duly authorized attorney.

Bonds or Parity Bonds may be exchanged at the Principal Office of the Trustee for a like aggregate principal amount of Bonds or Parity Bonds for other authorized denominations of the same maturity and issue. The Trustee shall not collect from the Owner any charge for any new Bond or Parity Bond issued upon any exchange or transfer, but shall require the Bondowner requesting such exchange or transfer to pay any tax or other governmental charge required to be

paid with respect to such exchange or transfer. Whenever any Bonds or Parity Bonds shall be surrendered for registration of transfer or exchange, the District shall execute and the Trustee shall authenticate and deliver a new Bond or Bonds or a new Parity Bond or Parity Bonds, as applicable, of the same issue and maturity, for a like aggregate principal amount; provided that the Trustee shall not be required to register transfers or make exchanges of (i) Bonds or Parity Bonds for a period of fifteen (15) days next preceding any selection of the Bonds or Parity Bonds to be redeemed; or (ii) any Bonds or Parity Bonds chosen for redemption.

Section 2.10 **Mutilated, Lost, Destroyed or Stolen Bonds**. If any Bond or Parity Bond shall become mutilated, the District shall execute, and the Trustee shall authenticate and deliver, a new Bond or Parity Bond of like tenor, date, issue and maturity in exchange and substitution for the Bond or Parity Bond so mutilated, but only upon surrender to the Trustee of the Bond or Parity Bond so mutilated. Every mutilated Bond or Parity Bond so surrendered to the Trustee shall be cancelled by the Trustee pursuant to Section 10.1 hereof. If any Bond or Parity Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence is satisfactory to the Trustee and, if any indemnity satisfactory to the Trustee shall be given, the District shall execute and the Trustee shall authenticate and deliver, a new Bond or Parity Bond, as applicable, of like tenor, maturity and issue, numbered and dated as the Trustee shall determine in lieu of and in substitution for the Bond or Parity Bond so lost, destroyed or stolen. Any Bond or Parity Bond issued in lieu of any Bond or Parity Bond alleged to be mutilated, lost, destroyed or stolen, shall be equally and proportionately entitled to the benefits hereof with all other Bonds and Parity Bonds issued hereunder. The Trustee shall not treat both the original Bond or Parity Bond and any replacement Bond or Parity Bond as being Outstanding for the purpose of determining the principal amount of Bonds or Parity Bonds which may be executed, authenticated and delivered hereunder or for the purpose of determining any percentage of Bonds or Parity Bonds Outstanding hereunder, but both the original and replacement Bond or Parity Bond shall be treated as one and the same. Notwithstanding any other provision of this Section, in lieu of delivering a new Bond or Parity Bond which has been mutilated, lost, destroyed or stolen, and which has matured, the Trustee may make payment with respect to such Bonds or Parity Bonds.

Section 2.11 **Validity of Bonds and Parity Bonds**. The validity of the authorization and issuance of the Bonds and any Parity Bonds shall not be affected in any way by any defect in any proceedings taken by the District for the financing of the Project, or by the invalidity, in whole or in part, of any contracts made by the District in connection therewith, and shall not be dependent upon the completion of the financing of the Project or upon the performance by any Person of his obligation with respect to the Project, and the recital contained in the Bonds or any Parity Bonds that the same are issued pursuant to the Act and other applicable laws of the State shall be conclusive evidence of their validity and of the regularity of their issuance.

Section 2.12 **Book-Entry System.** The Bonds shall be initially delivered in the form of a separate single fully registered Bond (which may be typewritten) for each of the maturities of the Bonds. Upon initial delivery, the ownership of each such Bond shall be registered in the registration books kept by the Trustee in the name of the Nominee as nominee of the Depository. Except as provided in Section 2.14 hereof, all of the Outstanding Bonds shall be registered in the registration books kept by the Trustee in the name of the Nominee. At the election of the District, any Parity Bonds may also be issued as book-entry bonds registered in the name of the

Nominee as provided herein, in which case the references in Sections 2.12 through 2.15 to "Bonds" shall be applicable to such Parity Bonds.

With respect to Bonds registered in the registration books kept by the Trustee in the name of the Nominee, the District and the Trustee shall have no responsibility or obligation to any such Participant or to any Person on behalf of which such a Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the District and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other Person, other than an Owner as shown in the registration books kept by the Trustee, of any notice with respect to the Bonds, including any notice of redemption, (iii) the selection by the Depository and its Participants of the beneficial interests in the Bonds to be redeemed in the event the Bonds are redeemed in part, or (iv) the payment to any Participant or any other Person, other than an Owner as shown in the registration books kept by the Trustee, of any amount with respect to principal of, premium, if any, or interest due with respect to the Bonds. The District and the Trustee may treat and consider the Person in whose name each Bond is registered in the registration books kept by the Trustee as the holder and absolute owner of such Bond for the purpose of payment of the principal of, premium, if any, and interest on such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Trustee shall pay all principal of, premium, if any, and interest due on the Bonds only to or upon the order of the respective Owner, as shown in the registration books kept by the Trustee, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to satisfy and discharge fully the District's obligations with respect to payment of the principal, premium, if any, and interest due on the Bonds to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the registration books kept by the Trustee, shall receive a Bond evidencing the obligation of the District to make payments of principal, premium, if any, and interest pursuant to this Indenture. Upon delivery by the Depository to the Trustee and the District of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to Record Dates, the word Nominee in this Indenture shall refer to such new nominee of the Depository.

Section 2.13 **Representation Letter.** In order to qualify the Bonds and any Parity Bonds which the District elects to register in the name of the Nominee for the Depository's book-entry system, an authorized representative of the District is hereby authorized to execute from time to time and deliver to such Depository the Representation Letter. The execution and delivery of the Representation Letter shall not in any way limit the provisions of Section 5.1 or in any other way impose upon the District or the Trustee any obligation whatsoever with respect to persons having interests in the Bonds other than the Owners, as shown on the registration books kept by the Trustee. The District agrees to take all action necessary to continuously comply with all representations made by it in the Representation Letter. In addition to the execution and delivery of the Representation Letter, the Authorized Representatives of the District are hereby authorized to take any other actions, not inconsistent with this Indenture, to qualify the Bonds for the Depository's book-entry program.

Section 2.14 **Transfers Outside Book-Entry System.** In the event (i) the Depository determines not to continue to act as securities depository for the Bonds, or (ii) the District determines that the Depository shall no longer so act, then the District will discontinue the book-entry system with the Depository. If the District fails to identify another qualified securities depository to replace the Depository then the Bonds so designated shall no longer be restricted to being registered in the registration books kept by the Trustee in the name of the Nominee, but shall be registered in whatever name or names Persons transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 2.9 hereof.

Section 2.15 **Payments to the Nominee.** Notwithstanding any other provisions of this Indenture to the contrary, so long as any Bond is registered in the name of the Nominee, all payments with respect to principal, premium, if any, and interest due with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the Representation Letter or as otherwise instructed by the Depository.

Section 2.16 **Initial Depository and Nominee.** The initial Depository under this Article shall be The Depository Trust Company, New York, New York. The initial Nominee shall be Cede & Co., as Nominee of The Depository Trust Company, New York, New York.

ARTICLE III

CREATION OF FUNDS AND APPLICATION OF PROCEEDS

Section 3.1 Creation of Funds; Application of Proceeds.

(a) There is hereby created and established and shall be maintained by the Trustee the following funds and accounts:

(1) The Community Facilities District No. 2015-1 (Sycamore Hills) IA No. 1 Special Tax Fund (the "Special Tax Fund") (in which there shall be established and created an Interest Account, a Principal Account, a Redemption Account, a Reserve Account (in which there shall be established and created (A) a Series 2019A Reserve Subaccount for the benefit of the Series 2019A Bonds and (B) a Taxable Series 2019B Reserve Subaccount for the benefit of the Series 2019B Bonds), and an Administrative Expenses Account).

(2) The Community Facilities District No. 2015-1 (Sycamore Hills) IA No. 1 Improvement Fund (the "Improvement Fund") (in which there shall be established and created a Series 2019A Account and a Taxable Series 2019B Account).

(3) The Community Facilities District No. 2015-1 (Sycamore Hills) IA No. 1 Costs of Issuance Fund (the "Costs of Issuance Fund") (in which there shall be established and created a Series 2019A Account and a Taxable Series 2019B Account).

(4) The Community Facilities District No. 2015-1 (Sycamore Hills) IA No. 1 Rebate Fund (the "Rebate Fund").

(5) The Community Facilities District No. 2015-1 (Sycamore Hills) IA No. 1 Surplus Fund (the "Surplus Fund").

(6) The Community Facilities District No. 2015-1 (Sycamore Hills) IA No. 1 Escrow Fund (the "Escrow Fund") (in which there shall be established and created an Escrow Interest Account and an Escrow Reserve Account).

The amounts on deposit in the foregoing funds, accounts, and subaccounts shall be held by the Trustee, and the Trustee shall invest and disburse the amounts in such funds, accounts, and subaccounts in accordance with the provisions of this Article III and shall disburse investment earnings thereon in accordance with the provisions of Section 3.12 hereof.

In connection with the issuance of any Parity Bonds, the Trustee, at the direction of an Authorized Representative of the District, may create new funds, accounts or subaccounts, or may create additional accounts and subaccounts within any of the foregoing funds and accounts for the purpose of separately accounting for the proceeds of the Bonds and any Parity Bonds.

(b) A portion of the proceeds of the sale of the Series 2019A Bonds in the amount of $_____ (such amount being equal to the principal amount of the Series 2019A Bonds, [plus/less] original issue [premium/discount] of $_____, less an Underwriter's discount of $_____) shall be received by the Trustee on behalf of the District and transferred as follows:

(1) $_____ shall be deposited in the Series 2019A Account of the Improvement Fund;

(2) $_____ shall be deposited in the Series 2019A Account of the Costs of Issuance Fund to pay a pro rata share of the Costs of Issuance of the Series 2019 Bonds;

(3) $_____ shall be deposited in the Escrow Fund;

(4) $_____ shall be deposited in the Escrow Interest Account of the Escrow Fund, representing the interest payable on the Deemed Escrow Bonds through and including the Escrow Redemption Date (i.e., June 1, 2022);

(5) $_____ shall be deposited in the Escrow Reserve Account of the Escrow Fund, which is equal to the pro rata portion of the Series 2019A Initial Reserve Requirement allocable to the Deemed Escrow Bonds (calculated by reference to initial principal amount); and

(6) $_____ shall be deposited in the Series 2019A Reserve Subaccount of the Reserve Account of the Special Tax Fund, which is equal to the pro rata portion of the Series 2019A Initial Reserve Requirement allocable to all Series 2019A Bonds other than the Deemed Escrow Bonds (calculated by reference to initial principal amount).

The Trustee may, in its discretion, establish a temporary fund or account in its books and records to facilitate such transfers.

(c) A portion of the proceeds of the sale of the Series 2019B Bonds in the amount of $_____ (such amount being equal to the principal amount of the Series 2019B Bonds, [plus/less] original issue [premium/discount] of $_____, less an Underwriter's discount of $_____) shall be received by the Trustee on behalf of the District and transferred as follows:

(1) $_____ shall be deposited in the Series 2019B Account of the Improvement Fund;

(2) $_____ shall be deposited in the Taxable Series 2019B Account of the Costs of Issuance Fund to pay a pro rata share of the Costs of Issuance of the Series 2019 Bonds; and

(3) $_____ shall be deposited in the Taxable Series 2019B Reserve Subaccount of the Reserve Account of the Special Tax Fund, which is equal to the initial Reserve Requirement for the Series 2019B Bonds.

The Trustee may, in its discretion, establish a temporary fund or account in its books and records to facilitate such transfers.

Section 3.2 **Deposits to and Disbursements from Special Tax Fund**.

(a) To the extent the District receives any Prepayments, the District shall deposit such Prepayments with the Trustee, together with a Certificate of an Authorized Representative designating such Special Taxes as Prepayments and specifying the respective amounts to be deposited in the various funds and accounts hereunder, and the Trustee shall make such deposits as specified in such certificate promptly after its receipt thereof. Except for any Prepayments to be deposited pursuant to the foregoing, the Trustee shall, on each date on which the Special Taxes are received from the District, deposit the Special Taxes in the Special Tax Fund to be held in trust for the Owners. The Trustee shall transfer the Special Taxes on deposit in the Special Tax Fund on the dates and in the amounts set forth in the following Sections 3.3 through 3.8, in the following order of priority, to:

(1) the Administrative Expenses Account of the Special Tax Fund;

(2) the Interest Account of the Special Tax Fund;

(3) the Principal Account of the Special Tax Fund;

(4) the Redemption Account of the Special Tax Fund;

(5) the Reserve Account of the Special Tax Fund;

(6) the Rebate Fund; and

(7) the Surplus Fund.

Notwithstanding the foregoing and any other provision of this Indenture to the contrary, in the event of a shortfall of amounts on deposit in the Special Tax Fund (such shortfall being determined excluding amounts on deposit in, and prior to drawing upon, the Reserve Account) to make the transfers, pursuant to Sections 3.4 and 3.5 herein, to the Principal Account of the Special Tax Fund and to the Redemption Account of the Special Tax Fund necessary to pay in full both (x) the principal payment due on the Bonds and any Parity Bonds maturing on the applicable September 1 and (y) the Sinking Fund Payment due on any Outstanding Bonds and any Parity Bonds on such September 1, the Trustee shall transfer the available amount from the Special Tax Fund to the Principal Account and the Redemption Account on a pro rata basis (calculated with reference to the respective principal payment and Sinking Fund Payment coming due and payable on such September 1) at least three (3) Business Days prior to such September 1.

(b) At maturity of all of the Bonds and any Parity Bonds and, after all principal and interest then due on the Bonds and any Parity Bonds then Outstanding has been paid or provided for and any amounts owed to the Trustee have been paid in full, moneys in the Special Tax Fund and any accounts therein may be used by the District for any lawful purpose.

Section 3.3 **Administrative Expenses Account of the Special Tax Fund**. From time to time, the District may provide the Trustee with a Certificate of an Authorized Representative of the District in substantially the form provided as Exhibit C hereto, requesting the payment of Administrative Expenses as set forth therein. Upon its receipt of any such certificate, the Trustee shall transfer from the Special Tax Fund and deposit in the Administrative Expenses Account of the Special Tax Fund amounts necessary to make timely payment of any such Administrative Expenses as set forth in the Certificate of an Authorized Representative of the District; provided, however, that, except as set forth in the following sentence, the total amount transferred in a Bond Year shall not exceed the Administrative Expenses Priority Amount until such time as there has been deposited (a) to the Interest Account and the Principal Account an amount, together with any amounts already on deposit therein, that is sufficient to pay the interest and principal on all Bonds and any Parity Bonds due in such Bond Year, (b) to the Redemption Account an amount, together with any amounts already on deposit therein, that is sufficient to call and redeem Term Bonds in accordance with the Sinking Fund Payment schedules set forth in Section 4.1(b) hereof and to redeem Parity Bonds in accordance with any Sinking Fund Payment schedule in the Supplemental Indenture for such Parity Bonds, and (c) to the Subaccounts of the Reserve Account such amounts, together with any amounts already on deposit therein, that is sufficient to restore each Subaccount of the Reserve Account to the applicable Reserve Requirement. Notwithstanding the foregoing, amounts in excess of the Administrative Expenses Priority Amount may be transferred to the Administrative Expenses Account to the extent necessary to collect delinquent Special Taxes. Moneys in the Administrative Expenses Account of the Special Tax Fund may be invested in any Authorized Investments as directed in writing by an Authorized Representative of the District and shall be disbursed as directed in a Certificate of an Authorized Representative. The Trustee shall have no obligation to transfer any amount from the Special Tax Fund for deposit in the Administrative Expenses Account of the Special Tax Fund except upon its receipt of a Certificate of an Authorized Representative of the District pursuant to this section.

Section 3.4 **Interest Account and Principal Account of the Special Tax Fund**. The principal of and interest due on the Bonds and any Parity Bonds until maturity, other than principal due upon redemption, shall be paid by the Trustee from the Principal Account and the Interest Account of the Special Tax Fund, respectively. For the purpose of assuring that the payment of principal of and interest on the Bonds and any Parity Bonds will be made when due and after making the transfer required by Section 3.3, if any, at least three (3) Business Days prior to each March 1 and September 1, the Trustee shall make the following transfers from the Special Tax Fund first to the Interest Account and then to the Principal Account; provided, however, that to the extent that deposits have been made in the Interest Account or the Principal Account from amounts transferred or to be transferred from the Escrow Fund pursuant to Section 3.11 hereof, the proceeds of the sale of an issue of the Bonds or any Parity Bonds, or otherwise, the transfer from the Special Tax Fund need not be made; and provided, further, that, if amounts in the Special Tax Fund (exclusive of the Reserve Account) are inadequate to make the foregoing transfers, then any deficiency shall be made up by transfers from the applicable Subaccounts of the Reserve Account:

(a) To the Interest Account, an amount such that the balance in the Interest Account three (3) Business Days prior to each Interest Payment Date shall be equal to the installment of interest due on the Bonds and any Parity Bonds on said Interest Payment Date and any installment of interest due on a previous Interest Payment Date which remains unpaid. Moneys in the Interest Account shall be used for the payment of interest on the Bonds and any Parity Bonds as the same become due.

(b) To the Principal Account, an amount such that the balance in the Principal Account three (3) Business Days prior to September 1 of each year, commencing September 1, 2019, shall equal the principal payment due on the Bonds and any Parity Bonds maturing on such September 1 and any principal payment due on a previous September 1 which remains unpaid. Moneys in the Principal Account shall be used for the payment of the principal of such Bonds and any Parity Bonds as the same become due at maturity.

Section 3.5 **Redemption Account of the Special Tax Fund**.

(a) With respect to each September 1 on which a Sinking Fund Payment is due and after the deposits have been made to the Administrative Expenses Account, the Interest Account, and the Principal Account of the Special Tax Fund as required by Sections 3.3 and 3.4 hereof, the Trustee shall next transfer into the Redemption Account of the Special Tax Fund from the Special Tax Fund the amount needed to make the balance in the Redemption Account three (3) Business Days prior to each September 1 equal to the Sinking Fund Payment due on any Outstanding Bonds and any Parity Bonds on such September 1; provided, however, that, if amounts in the Special Tax Fund are inadequate to make the foregoing transfers, then any deficiency shall be made up by an immediate transfer from the applicable Subaccounts of the Reserve Account, if funded, pursuant to Section 3.6 below. Moneys so deposited in the Redemption Account shall be used and applied by the Trustee to call and redeem Term Bonds in accordance with the Sinking Fund Payment schedules set forth in Section 4.1(b) hereof, and to redeem Parity Bonds in accordance with any Sinking Fund Payment schedules in the Supplemental Indenture for such Parity Bonds.

(b) After making the deposits to the Administrative Expenses Account, the Interest Account and the Principal Account of the Special Tax Fund pursuant to Sections 3.3 and 3.4 above and to the Redemption Account for Sinking Fund Payments then due pursuant to subparagraph (a) of this Section, and in accordance with the District's election to call Bonds for optional redemption as set forth in Section 4.1(a) hereof, or to call Parity Bonds for optional redemption as set forth in any Supplemental Indenture for Parity Bonds, the Trustee shall transfer from the Special Tax Fund and deposit in the Redemption Account moneys available for the purpose and sufficient to pay the principal and the premiums, if any, payable on the Bonds or Parity Bonds called for optional redemption; provided, however, that amounts in the Special Tax Fund (other than the Administrative Expenses Account therein) may be applied to optionally redeem Bonds and Parity Bonds only if immediately following such redemption the amount in the Subaccounts of the Reserve Account will equal the applicable Reserve Requirements.

(c) Prepayments deposited to the Redemption Account shall be applied on the redemption date established pursuant to Section 4.1(c) hereof for the use of such Prepayments to the payment of the principal of, premium, and interest on the Bonds and Parity Bonds to be redeemed with such Prepayments. Amounts transferred to the Redemption Account from the Escrow Fund pursuant to Section 3.11(d) hereof shall be applied to redeem Bonds pursuant to Section 4.1(d) hereof.

(d) Moneys set aside in the Redemption Account shall be used solely for the purpose of redeeming Bonds and Parity Bonds and shall be applied on or after the redemption date to the payment of principal of and premium, if any, on the Bonds or Parity Bonds to be redeemed upon presentation and surrender of such Bonds or Parity Bonds and, in the case of an optional redemption or an extraordinary redemption from Prepayments or a special mandatory redemption of Deemed Escrow Bonds, to pay the interest thereon; provided, however, that in lieu or partially in lieu of such call and redemption, moneys deposited in the Redemption Account, other than Prepayments, may be used to purchase Outstanding Bonds or Parity Bonds in the manner hereinafter provided. Purchases of Outstanding Bonds or Parity Bonds may be made by the District at public or private sale as and when and at such prices as the District may in its discretion determine but only at prices (including brokerage or other expenses) not more than par plus accrued interest, plus, in the case of moneys set aside for an optional redemption or an extraordinary redemption, the premium applicable at the next following call date according to the premium schedule established pursuant to Section 4.1(a) or 4.1(c) hereof, as applicable, or in the case of Parity Bonds the premium established in any Supplemental Indenture. Any accrued interest payable upon the purchase of Bonds or Parity Bonds may be paid from the amount reserved in the Interest Account of the Special Tax Fund for the payment of interest on the next following Interest Payment Date.

Section 3.6 **Reserve Account of the Special Tax Fund**. There shall be maintained in each Subaccount of the Reserve Account of the Special Tax Fund an amount equal to the applicable Reserve Requirement; provided, on or prior to the Escrow Redemption Date (i.e., June 1, 2022), this Section 3.6 shall be read to include the Escrow Reserve Account of the Escrow Fund together with the Series 2019A Reserve Subaccount of the Reserve Account of the Special Tax Fund, as follows:

(i) the amount on deposit in the Escrow Reserve Account of the Escrow Fund shall be taken into account and added together with the amount on deposit in the Series 2019A Reserve Subaccount of the Reserve Account of the Special Tax Fund, for purposes of determining the sufficiency of moneys on deposit under this Indenture to satisfy the Reserve Requirement applicable to Series 2019A Bonds;

(ii) if, taking into account the foregoing clause (i), moneys are required to be transferred from the Series 2019A Reserve Subaccount of the Reserve Account pursuant to Section 3.6(a) hereof due to an insufficiency as described therein to pay principal or interest then coming due on Series 2019A Bonds, such amount shall be transferred on a pro rata basis from the Series 2019A Reserve Subaccount of the Reserve Account of the Special Tax Fund and the Escrow Reserve Account of the Escrow Fund by allocating to the Escrow Reserve Account the portion of the total amount to be so transferred based on the ratio of (x) the principal amount of then Outstanding Deemed Escrow Bonds, divided by (y) the principal amount of all then Outstanding Series 2019A Bonds;

(iii) any replenishment of the Series 2019A Reserve Subaccount of the Reserve Account pursuant to Section 3.6(b) hereof, after taking into account the foregoing clause (i), shall be made on a pro rata basis to the Series 2019A Reserve Subaccount of the Reserve Account of the Special Tax Fund and the Escrow Reserve Account of the Escrow Fund, by allocating to the Escrow Reserve Account the portion of the total amount to be so transferred and replenished based on the ratio of (x) the principal amount of then Outstanding Deemed Escrow Bonds, divided by (y) the principal amount of all then Outstanding Series 2019A Bonds; and

(iv) if, taking into account the foregoing clause (i), moneys are required to be transferred from the Series 2019A Reserve Subaccount of the Reserve Account pursuant to Section 3.6(e) hereof to the Interest Account of the Special Tax Fund due to an excess over the applicable Reserve Requirement for the Series 2019A Bonds of the moneys collectively on deposit in the Series 2019A Reserve Subaccount of the Reserve Account of the Special Tax Fund and in the Escrow Reserve Account of the Escrow Fund, the Trustee shall transfer such excess on a pro rata basis from Series 2019A Reserve Subaccount of the Reserve Account of the Special Tax Fund and the Escrow Reserve Account of the Escrow Fund by allocating to the Escrow Reserve Account the portion of the total amount to be so transferred based on the ratio of (x) the principal amount of then Outstanding Deemed Escrow Bonds, divided by (y) the principal amount of all then Outstanding Series 2019A Bonds.

The Reserve Requirement may be satisfied by crediting to the applicable Subaccount of the Reserve Account moneys or one or more Reserve Policies or any combination thereof, which in the aggregate make funds available in the applicable Subaccount of the Reserve Account in an amount equal to the corresponding Reserve Requirement. Upon the deposit with the Trustee of any such Reserve Policy, the Trustee shall release moneys from the applicable Subaccount of the Reserve Account to the Interest Account of the Special Tax Fund, in an amount equal to the face amount of such Reserve Policy.

If funded and subject to subsection (f) below, the amounts in the Subaccounts of the Reserve Account shall be applied as follows:

(a) Transfers from Reserve Subaccounts in the Event of Insufficiency for Interest, Principal, and Sinking Fund Payments. Except as otherwise provided in this Section 3.6, moneys in each Subaccount of the Reserve Account shall be used solely for the purpose of paying the principal of, including Sinking Fund Payments, and interest on the Bonds and any Parity Bonds corresponding to such Subaccount when due in the event that the moneys in the Interest Account and the Principal Account of the Special Tax Fund are insufficient therefor or moneys in the Redemption Account of the Special Tax Fund are insufficient to make a Sinking Fund Payment when due and for the purpose of making any required transfer to the Rebate Fund pursuant to Section 3.7 hereof upon written direction from the District. If the amounts in the Interest Account, the Principal Account or the Redemption Account of the Special Tax Fund are insufficient to pay the principal of, including Sinking Fund Payments, or interest on any Bonds and Parity Bonds when due, or amounts in the Special Tax Fund are insufficient to make transfers to the Rebate Fund when required, the Trustee shall withdraw from the corresponding Subaccounts of the Reserve Account for deposit (in order of priority) in the Interest Account, the Principal Account or the Redemption Account of the Special Tax Fund (subject to the pro rata allocation between the Principal Account and the Redemption Account described in the following sentence), or the Rebate Fund, as applicable, moneys necessary for such purposes. Any such withdrawal from a Subaccount of the Reserve Account for the principal of, including Sinking Fund Payments, then due on the Bonds and Parity Bonds corresponding to such Subaccount shall be deposited on a pro rata basis (calculated with reference to the respective principal payment and Sinking Fund Payment coming due and payable on such September 1 with respect to such Bonds and Parity Bonds) into the Principal Account and the Redemption Account, respectively.

(b) Replenishment of Reserve Subaccounts to Applicable Reserve Requirements. On or after March 2 and September 2 of each year, after making the required transfers referred to in Sections 3.3, 3.4 and 3.5 above, the Trustee shall transfer to each Subaccount of the Reserve Account from available moneys in the Special Tax Fund, or from any other legally available funds which the District elects to apply to such purpose, the respective amount needed to restore the amount of such Subaccount of the Reserve Account to the applicable Reserve Requirement. Moneys in the Special Tax Fund shall be deemed available for transfer to the Reserve Account and the Subaccounts therein only if the Trustee determines that such amounts will not be needed to make the deposits required to be made to the Administrative Expenses Account, the Interest Account, the Principal Account or the Redemption Account of the Special Tax Fund on or before the next September 1. If amounts available in the Special Tax Fund together with any other amounts transferred to replenish the Subaccounts of the Reserve Account are inadequate to restore each Subaccount of the Reserve Account to the applicable Reserve Requirement, then the District shall include the amount necessary fully to restore the Subaccounts of the Reserve Account to the Reserve Requirement in the next annual Special Tax levy to the extent of the maximum permitted Special Tax rates.

(c) Application of Moneys in Reserve Subaccounts to Optional or Extraordinary Redemption or Defeasance. Except for amounts on deposit in the Taxable Series 2019B Reserve Subaccount, which shall be subject to subsection (g) below, in connection with an optional redemption or extraordinary redemption of Bonds pursuant to Section 4.1(a) or (c), respectively, or Parity Bonds in accordance with any Supplemental Indenture, or a partial defeasance of Bonds or Parity Bonds in accordance with Section 9.1 hereof, amounts in the Reserve Account

Subaccount corresponding to such Bonds or Parity Bonds may be applied to such redemption or partial defeasance so long as the amount on deposit in the subject Subaccount of the Reserve Account following such redemption or partial defeasance equals the applicable Reserve Requirement (taking into account Outstanding Bonds and Parity Bonds corresponding to the subject Subaccount after such redemption or partial defeasance). The District shall set forth in a Certificate of an Authorized Representative the amount in the applicable Subaccount of the Reserve Account to be transferred to the Redemption Account on a redemption date or to be transferred pursuant to Section 9.1(b) or (c), as applicable, to partially defease Bonds, and the Trustee shall make such transfer on the applicable redemption or defeasance date.

(d) Application of Moneys in Reserve Subaccounts to Debt Service Payments in Final Bond Year. Except for amounts on deposit in the Taxable Series 2019B Reserve Subaccount, which shall be subject to subsection (g) below, to the extent that a Subaccount of the Reserve Account is at the applicable Reserve Requirement as of the first day of the final Bond Year for the Bonds corresponding to such Subaccount in accordance herewith or, if applicable, with any Supplemental Indenture for a Series of Parity Bonds corresponding to such Subaccount, amounts in such Subaccount of the Reserve Account may be applied to pay the principal of and interest due on the corresponding Bonds and Parity Bonds, as applicable, in the final Bond Year for such Series.

(e) Moneys in Reserve Subaccounts in Excess of Applicable Reserve Requirement. Moneys in a Subaccount of the Reserve Account in excess of the applicable Reserve Requirement not transferred in accordance with the preceding provisions of this section shall be withdrawn from such Subaccount of the Reserve Account on the fifth (5th) Business Day before each March 1 and September 1, and such moneys shall be transferred and deposited into the Interest Account of the Special Tax Fund; provided, however, to the extent that, as of a date ninety (90) days prior to the next occurring Interest Payment Date, the amount on deposit in a Subaccount of the Reserve Account (except for the Taxable Series 2019B Reserve Subaccount, which shall be subject to subsection (g) below) is equal to or greater than the aggregate remaining principal payments to be paid on the Bonds and any Parity Bonds corresponding to such Subaccount, any and all amounts in such Subaccount of the Reserve Account may be applied to effect a redemption of all such corresponding Outstanding Bonds pursuant to Section 4.1(a) and any such Outstanding Parity Bonds in accordance with any Supplemental Indenture. The District shall set forth in a Certificate of an Authorized Representative the amount in the Reserve Account Subaccount to be transferred to the Redemption Account on a redemption date or to be transferred pursuant to Section 9.1(b) or (c), as applicable, to defease Bonds corresponding to such Subaccount, and the Trustee shall make such transfer on the applicable redemption or defeasance date.

(f) Provisions Relating to Reserve Policy in a Reserve Subaccount. If and to the extent that a Subaccount of the Reserve Account has been funded with a combination of cash (or Authorized Investments) and a Reserve Policy, then all such cash (or Authorized Investments) shall be completely used before any demand is made on such Reserve Policy, and replenishment of the Reserve Policy shall be made prior to any replenishment of any such cash (or Authorized Investments). If a Subaccount of the Reserve Account is funded, in whole or in part, with more than one Reserve Policy, then any draws made against each such Reserve Policy shall be made

pro-rata among those Reserve Policies (calculated by reference to the coverage then available thereunder).

(g) Special Provisions Relating to Taxable Series 2019B Reserve Subaccount; Transfer to Series 2019A Reserve Subaccount on September 2, 2039.

(1) So long as any Series 2019A Bonds are Outstanding, amounts on deposit in the Taxable Series 2019B Reserve Subaccount of the Reserve Account shall not be applied to any optional redemption of Series 2019B Bonds pursuant to Section 4.1(a) hereof nor to any defeasance of Series 2019B Bonds in accordance with Section 9.1 hereof, nor applied to pay the principal of and interest due on the Series 2019B Bonds in the final Bond Year for such Series pursuant to Section 3.6(d) above; provided, such amounts on deposit in the Taxable Series 2019B Reserve Subaccount may be applied to pay the principal of and interest due on the Series 2019B Bonds in the final Bond Year for such Series in the event of an insufficiency as described in Section 3.6(a) above; provided, further, that such amounts on deposit in the Taxable Series 2019B Reserve Subaccount may be applied to an extraordinary redemption of Series 2019B Bonds from Prepayments of Special Taxes pursuant to Section 4.1(c) hereof in the same manner as provided for amounts in other Reserve Account Subaccounts in Section 3.6(c) above.

(2) In the event of an optional redemption of Series 2019B Bonds pursuant to Section 4.1(a) hereof or any defeasance of Series 2019B Bonds in accordance with Section 9.1 hereof, the Trustee shall establish for the benefit of the Series 2019A Bonds a "Series 2019A Reserve Augmentation Account" within the Special Tax Fund, and amounts on deposit in the Taxable Series 2019B Reserve Subaccount in excess of the Reserve Requirement for the Series 2019B Bonds that will remain Outstanding, if any, after such redemption or defeasance shall be transferred by the Trustee to the Series 2019A Reserve Augmentation Account promptly upon the completion of such redemption or defeasance of Series 2019B Bonds, for further application as specified in subsection (g)(3) below.

(3) On September 2, 2039, the Trustee shall transfer from (A) first, if established pursuant to subsection (g)(2) above, the Series 2019A Reserve Augmentation Account of the Special Tax Fund, and (B) second, the Taxable Series 2019B Reserve Subaccount, moneys in such amount necessary to bring the moneys on deposit in the Series 2019A Reserve Subaccount to the Reserve Requirement for the Series 2019A Bonds following the Series 2019A Initial Reserve Period.

Section 3.7 **Rebate Fund**.

(a) To the extent and at such time necessary to accommodate rebate amounts pursuant to the Tax Certificate, the Trustee shall establish and maintain a fund separate from any other fund established and maintained hereunder designated as the Rebate Fund. Upon establishing the Rebate Fund, the Trustee shall establish a separate Account within the Rebate Fund with respect to each Series of Tax-exempt Bonds or Parity Bonds. All amounts on deposit in the Rebate Fund with respect to the Series 2019A Bonds or a Series of Tax-exempt Parity Bonds shall be governed by this Section 3.7 and the Tax Certificate for such Series, unless the

District obtains an opinion of Bond Counsel that the exclusion from gross income for federal income tax purposes of interest payments on the Bonds and Parity Bonds, as applicable, will not be adversely affected if such requirements are not satisfied. The District shall calculate and make, or cause to be calculated and made, the rebate amount in accordance with the Tax Certificate.

(b) Disposition of Unexpended Funds. Any funds remaining in the Rebate Fund (including the Accounts therein) with respect to the Series 2019A Bonds or a Series of Tax-exempt Parity Bonds after redemption and payment of such Series and after making the payments required under the Tax Certificate, shall be withdrawn by the Trustee at the written direction of the District and utilized in any manner by the District for any lawful purpose.

(c) Survival of Defeasance and Final Payment. Notwithstanding anything in this Section or this Indenture to the contrary, the obligation to comply with the requirements of this Section shall survive the defeasance and final payment of the Series 2019A Bonds and any Tax-exempt Parity Bonds with respect to which an Account has been created in the Rebate Fund.

(d) Amendment Without Consent of Owners. This Section 3.7 may be deleted or amended in any manner without the consent of the Owners, provided that prior to such event there is delivered to the District an opinion of Bond Counsel to the effect that such deletion or amendment will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Series 2019A Bonds and any Series of Parity Bonds issued on a Tax-exempt basis.

The Trustee shall not be responsible for calculating rebatable arbitrage or for the adequacy or correctness or any rebate report or rebate calculations. The Trustee shall be deemed conclusively to have complied with the provisions of this Indenture regarding calculation and payment of rebatable arbitrage if it follows the directions of the District, and it shall have no independent duty to review such calculations or enforce the compliance by the District with such rebate requirements.

Section 3.8 **Surplus Fund**. After making the transfers required by Sections 3.3, 3.4, 3.5, 3.6 and 3.7 hereof, as soon as practicable after each September 1, and in any event prior to each October 1, the Trustee shall transfer all remaining amounts in the Special Tax Fund to the Surplus Fund, unless on or prior to such date, it has received a Certificate of an Authorized Representative directing that certain amounts be retained in the Special Tax Fund because the District has included such amounts as being available in the Special Tax Fund in calculating the amount of the levy of Special Taxes for such Fiscal Year pursuant to Section 5.2(b) hereof. Moneys deposited in the Surplus Fund will be transferred by the Trustee at the direction of an Authorized Representative of the District (i) to the Interest Account, the Principal Account or the Redemption Account of the Special Tax Fund to pay the principal of, including Sinking Fund Payments, premium, if any, and interest on the Bonds and any Parity Bonds when due in the event that moneys in the Special Tax Fund and the applicable Subaccounts of the Reserve Account of the Special Tax Fund are insufficient therefor, (ii) to the Subaccounts of the Reserve Account in order to replenish the Subaccounts to the applicable Reserve Requirements, (iii) to the Administrative Expenses Account of the Special Tax Fund to pay Administrative Expenses to the extent that the amounts on deposit in the Administrative Expenses Account of the Special

Tax Fund are insufficient to pay Administrative Expenses, or (iv) for any other lawful purpose of the District.

The amounts in the Surplus Fund are not pledged to the repayment of the Bonds or any Parity Bonds and may be used by the District for any lawful purpose. In the event that the District reasonably expects to use any portion of the moneys in the Surplus Fund to pay debt service on any Outstanding Bonds or Parity Bonds, the District will notify the Trustee in a Certificate of an Authorized Representative, and the Trustee will segregate such amount into a separate account of the Surplus Fund. The moneys on deposit in such account of the Surplus Fund shall be invested at the written direction of the District in Authorized Investments the interest on which is excludable from gross income under Section 103 of the Code (other than bonds the interest on which is a tax preference item for purposes of computing the alternative minimum tax of individuals and corporations under the Code) or in Authorized Investments at a yield not in excess of the yield on the Series of Bonds or Parity Bonds to which such amounts are to be applied, unless, in the opinion of Bond Counsel, investment at a higher yield will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or any Parity Bonds which were issued on a Tax-exempt basis for federal income tax purposes.

Section 3.9 **Costs of Issuance Fund.** The moneys in the Accounts of the Costs of Issuance Fund shall be disbursed by the Trustee pursuant to a Certificate of an Authorized Representative of the District. Any balance therein shall be transferred by the Trustee to the corresponding Account of the Improvement Fund 180 days after the Delivery Date of the Bonds or Parity Bonds, as applicable, and the Trustee shall thereafter close the Costs of Issuance Fund.

Section 3.10 **Improvement Fund.**

(a) Requisition for Disbursement of Project Costs. Subject to the limitations and requirements set forth in subsections (b), (c), and (d) below, the moneys in the Series 2019A Account and the Taxable Series 2019B Account of the Improvement Fund shall be applied exclusively to pay the Project Costs. Amounts for Project Costs shall be disbursed by the Trustee from such accounts of the Improvement Fund as specified in a Requisition for Disbursement of Project Costs, substantially in the form of Exhibit D attached hereto, which must be submitted in connection with each requested disbursement.

(b) Taxable Series 2019B Account - Development Impact Fee Requisitions; Remainder for Eligible Facilities.

(1) Development Impact Fee Requisitions. Requisitions for all Project Costs identified on Exhibit B (Eligible DIFs) of the Acquisition Agreement with respect to Improvement Area No. 1 shall be submitted and approved by the District solely for disbursement from the Taxable Series 2019B Account of the Improvement Fund.

For clarity, such Project Costs to be paid solely from the Taxable Series 2019B Account consist of all development impact fees, described more particularly as follows (and subject to the terms and provisions of the Acquisition Agreement): General Fee,

Fire Fee, Police Fee, Parks (Quimby) Fee, Traffic Fee, Water Fee, Sewer Fee, Storm Drain Fee, and Water Meter Fee (3/4 inch).

(2) Remainder of Taxable Series 2019B Account for Eligible Facilities; Certificate of the Developer; Series 2019B Facilities Subaccount. Upon the District's receipt of a Certificate of the Developer in the form of Exhibit E attached hereto and the provision by the District of such executed certificate to the Trustee, moneys then remaining, if any, in the Taxable Series 2019B Account of the Improvement Fund in an amount not to exceed the "2019B Facilities Allocation Amount" (as set forth in clause (b) of Section 2 of such Certificate of the Developer) also shall be available for payment of Project Costs for the facilities identified on Exhibit A (Authorized Facilities and Discrete Components Eligible for Acquisition from the Developer) of the Acquisition Agreement; provided, a Requisition for Disbursement of Project Costs, substantially in the form of Exhibit D attached hereto, must be submitted to the Trustee with each such requested disbursement; provided, further, that each of the District and the City may reject such Certificate of the Developer if the amounts set forth in Section 2 of such certificate as the "2019B DIFs Allocation Amount" and the "2019B Facilities Allocation Amount" collectively exceed the amount then on balance in the Taxable Series 2019B Account of the Improvement Fund, but the failure of any of the District or the City to so reject the certificate shall not create any liability of the District, the City, or any of their respective employees, representatives, agents, or officers, to the Developer, the Builder, or any other person or entity.

In furtherance of the foregoing paragraph, in connection with the provision by the District to the Trustee of an executed Certificate of the Developer in the form of Exhibit E attached hereto, the District shall direct the Trustee in a Certificate of an Authorized Representative of the District to establish a "Series 2019B Facilities Subaccount" within the Taxable Series 2019B Account of the Improvement Fund and to transfer from the Taxable Series 2019B Account of the Improvement Fund an amount equal to the "2019B Facilities Allocation Amount" (as set forth in clause (b) of Section 2 of such Certificate of the Developer). Promptly after receipt by the Trustee of such Certificate of an Authorized Representative of the District, the Trustee shall establish such Subaccount and make such transfer as directed in such Certificate.

(c) Facilities Nos. 12 and 15 - Project Costs Requisitions Solely from Taxable Series 2019B Account. In furtherance of the federal tax covenants set forth in Section 5.2(e) of this Indenture, any Requisition for Disbursement of Project Costs of those certain facilities identified on Exhibit A of the Acquisition Agreement as Facility No. 12 (i.e., Gas Main Extension within Baseline Road) or Facility No. 15 (i.e., Relocation of Edison Power Poles along Project Frontage) shall be submitted and approved by the District for disbursement solely from amounts on deposit in the Series 2019B Facilities Subaccount of the Taxable Series 2019B Account of the Improvement Fund (or, upon issuance, from proceeds of any bonds issued for Improvement Area No. 2 of the District, subject to the terms and conditions of the bond indenture governing such bonds), subject to the provisions of subsection (b) above.

(d) Unconstructed Facility No. 4 - No Improvement Fund Requisition Therefor. Subsequent to the execution date of the Acquisition Agreement, the parties thereto determined

that the certain facility identified on Exhibit A of the Acquisition Agreement as Facility No. 4 (i.e., 10" VCP Sewer Line within Benson Avenue from 13th Street to Arrow Highway), was not necessary to meet the increased demands placed upon the public infrastructure in the City as a result of the development of property within the District, and accordingly, such Facility No. 4 has neither been required by the City nor constructed by the developers of such property. As a result, no Requisition for Disbursement of Project Costs shall be approved for the aforementioned Facility No. 4.

(e) Improvement Fund Surplus. Upon receipt of a Certificate of an Authorized Representative of the District stating that all or a specified portion of the amount remaining in an Account of the Improvement Fund is no longer needed to pay Project Costs, the Trustee shall transfer all or such specified portion, as applicable, of the moneys remaining on deposit in such Account of the Improvement Fund to the Principal Account or Redemption Account of the Special Tax Fund for application to the next principal payment coming due on the corresponding Series of Bonds (or if no Series 2019B Bonds are then Outstanding, to the next principal payment coming due on the Series 2019A Bonds) or to the Surplus Fund, as directed in the Certificate, provided that in connection with any direction to transfer amounts to the Surplus Fund there shall have been delivered to the Trustee with such Certificate an opinion of Bond Counsel to the effect that such transfer to the Surplus Fund will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or any Parity Bonds which were issued on a Tax-exempt basis for federal income tax purposes.

Section 3.11 **Escrow Fund.**

(a) Establishment of Escrow Fund and Accounts Therein. Moneys in the Escrow Fund, and in the Escrow Interest Account and the Escrow Reserve Account therein, shall be held in trust by the Trustee and, pending disbursement as hereinafter provided, shall be subject to a lien in favor of the Owners of the Series 2019A Bonds and shall be administered as provided in this Section 3.11. On the Delivery Date, there shall be deposited (i) in the Escrow Fund the amount specified in Section 3.1(b)(3) of this Indenture, (ii) in the Escrow Interest Account the amount specified in Section 3.1(b)(4) of this Indenture, and (iii) in the Escrow Reserve Account the amount specified in Section 3.1(b)(5) of this Indenture.

(b) Transfers to Accounts of Special Tax Fund. On the fifth (5th) Business Day immediately preceding each Interest Payment Date occurring on or prior to the Escrow Redemption Date (i.e., June 1, 2022), the Trustee shall make the following transfers:

(1) On the fifth (5th) Business Day immediately preceding each Interest Payment Date occurring on or prior to the Escrow Redemption Date (i.e., June 1, 2022), if the moneys then collectively on deposit in the Series 2019A Reserve Subaccount of the Reserve Account of the Special Tax Fund and the Escrow Reserve Account of the Escrow Fund exceed the Reserve Requirement for the then Outstanding Series 2019A Bonds, in accordance with Section 3.6(e) the Trustee shall transfer from the Escrow Reserve Account of the Escrow Fund to the Interest Account of the Special Tax Fund an amount equal to the pro rata portion of such excess over the Reserve Requirement for the then Outstanding Series 2019A Bonds allocable to the then Outstanding Deemed Escrow Bonds, based on the ratio of (x) the principal amount of then Outstanding Deemed

Escrow Bonds, divided by (y) the principal amount of all then Outstanding Series 2019A Bonds.

(2) On the fourth (4th) Business Day immediately preceding each Interest Payment Date occurring on or prior to the Escrow Redemption Date (i.e., June 1, 2022), the Trustee shall transfer from the Escrow Interest Account of the Escrow Fund to the Interest Account of the Special Tax Fund an amount equal to the interest payable on the Deemed Escrow Bonds on such Interest Payment Date.

(3) After making the transfers required by Sections 3.3, 3.4, and 3.5 of this Indenture and subparagraphs (1) and (2) above of this Section 3.11(b), if any amount is required to be transferred from the Series 2019A Reserve Subaccount of the Reserve Account of the Special Tax Fund pursuant to Section 3.6(a) of this Indenture due to an insufficiency as described therein to pay principal or interest next coming due on the then Outstanding Series 2019A Bonds, in accordance with Section 3.6(a) the Trustee shall transfer from the Escrow Reserve Account of the Escrow Fund to the applicable Account of the Special Tax Fund the pro rata portion of such total amount to be so transferred that is allocable to the Escrow Reserve Account, based on the ratio of (x) the principal amount of then Outstanding Deemed Escrow Bonds, divided by (y) the principal amount of all then Outstanding Series 2019A Bonds.

(c) Disbursements to Series 2019A Account of Improvement Fund Prior to Escrow Closing Date. On or prior to the Escrow Closing Date (i.e., April 15, 2022), the Trustee shall make disbursements (each such date of disbursement being an "Escrow Disbursement Date") from the Escrow Fund to the Series 2019A Account of the Improvement Fund, as directed in writing by a Certificate of an Authorized Representative of the District (which certificate shall include a representation that the District has received all certificates required by this Section 3.11(c)), on any date other than an Interest Payment Date (providing that no Escrow Disbursement Date shall occur in the five (5) Business Days preceding an Interest Payment Date), (i) if at least ninety (90) days (or such shorter period as is consented to by the District) prior to a proposed Escrow Disbursement Date, the Developer causes a payment to be made to the City for escrow release costs in the amount equal to the District's and/or City's estimated professionals' costs as provided to the Developer by the District or the City (unexpended amounts, if any, to be refunded to the Developer within thirty (30) days following the Escrow Disbursement Date); and (ii) if at least ten (10) Business Days prior to such proposed Escrow Disbursement Date the District receives the following:

(1) A certificate of the Developer satisfying all requirements of either subparagraph (i) or (ii) below:

(i) A certificate of the Developer certifying that (A) neither the Developer nor any Affiliate thereof owns any property within Improvement Area No. 1; and (B) the Developer has completed all development activities within or with respect to Improvement Area No. 1 for which it is responsible and as planned; or

(ii) If the Developer or any Affiliate thereof then owns property within Improvement Area No. 1, a certificate of the Developer certifying that (A) there has been no bankruptcy filing by the Developer or its partners, members or Affiliates since the delivery date of the Bonds, except that, if there has been a bankruptcy of an Affiliate, the Developer may instead deliver a certificate of an Independent Financial Consultant stating that the bankruptcy of such Affiliate will not have any material adverse effect on the ability of the Developer to pay its Special Taxes when due; (B) the Developer has completed all development activities within or with respect to Improvement Area No. 1 for which it is responsible and as planned; and (C) the Developer or its partners and members have sufficient liquidity on its most recent balance sheets to meet the Developer's existing and projected Special Tax obligations and/or a line of credit from a financial institution adequate to pay such Special Taxes.

(2) A certificate of the Builder satisfying all requirements of subparagraph (i) below, or if the Builder or any Affiliate thereof then no longer owns taxable property within Improvement Area No. 1, a Certificate of an Authorized Representative of the City satisfying all requirements of subparagraph (ii) below:

(i) A certificate of the Builder (A) certifying that there has been no bankruptcy filing by the Builder or its partners, members or Affiliates since the delivery date of the Bonds, except that, if there has been a bankruptcy of an Affiliate, the Builder may instead deliver a certificate of an Independent Financial Consultant stating that the bankruptcy of such Affiliate will not have any material adverse effect on the ability of the Builder to pay its Special Taxes when due; (B) certifying that the Builder or its partners and members have sufficient liquidity on its most recent balance sheets to meet the Builder's existing and projected Special Tax obligations and/or a line of credit from a financial institution adequate to pay such Special Taxes; (C) stating the total number of residential units completed and certificates of occupancy issued with respect to residential units within Improvement Area No. 1 at such time, and with respect to any units for which certificates of occupancy have not yet been issued, stating the total number of residential units within Improvement Area No. 1 for which building permits have been issued and vertical construction consisting of framing has commenced; and (D) attaching thereto copies of all building permits and certificates of occupancy issued for the residential units certified in the foregoing clause (C) (and, if building square footage is not stated in such attachments, certifying the building square footage for each such residential unit); <u>or</u>

(ii) If the Builder or any Affiliate thereof then no longer owns property within Improvement Area No. 1, a Certificate of an Authorized Representative of the City (A) certifying the total number of building permits and the total number of certificates of occupancy that have been issued with respect to residential units within Improvement Area No. 1 at such time, and (B) attaching thereto copies of all building permits and certificates of occupancy issued for the residential units certified in the foregoing clause (A), or otherwise certifying the building square footage for each such residential unit.

(3) A Certificate of the Special Tax Administrator certifying the following:

(i) there are no delinquencies in the payment of any ad valorem real property taxes, Special Taxes or assessments levied on parcels of taxable property within Improvement Area No. 1 owned by the Developer or its Affiliates, or by the Builder or its Affiliates, as reasonably determined from the records of the Treasurer-Tax Collector of the County of San Bernardino, or such other records as the District determines are reliable;

(ii) the respective principal amounts and maturities of Deemed Escrow Bonds that will remain Outstanding immediately following the subject Escrow Disbursement Date (in each instance as determined with respect to an Escrow Disbursement Date, the "Remaining Deemed Escrow Bonds"), which principal amounts shall be in integral multiples of $5,000 and shall be selected in a manner to facilitate the coverage certification set forth in the following subparagraph (iii); and

(iii) based on issued building permits relating only to residential units for which certificates of occupancy have been issued or for which vertical construction consisting of framing has commenced (as provided in the certificate of the Builder described in subparagraph (ii) of Section 3.11(c)(2) above) (the "Eligible Building Permits") but assuming that no levy will be made on any property within Improvement Area No. 1 then classified as Provisional Property (as defined in the Rate and Method), the sum of (A) 100% of the applicable Assigned Special Tax on all such residential units in Improvement Area No. 1 with Eligible Building Permits that will be classified as "Developed Property" for purposes of the next annual Special Tax levy immediately following the date of such certificate, and (B) 100% of the applicable Maximum Special Tax for all property in Improvement Area No. 1 that will be classified as "Undeveloped Property" (assuming that only parcels with Eligible Building Permits will be classified as Developed Property) for purposes of the next annual Special Tax levy immediately following the date of such certificate, is at least the sum of (x) 110% of Maximum Annual Debt Service, calculated with respect to all Bonds expected to be Outstanding immediately following the applicable Escrow Disbursement Date (but excluding from such calculation the debt service on the Remaining Deemed Escrow Bonds, as described in the certification set forth in the foregoing subparagraph (ii)), plus (y) the Administrative Expenses Priority Amount; provided, if a Certificate of an Authorized Representative of the City is utilized pursuant to subparagraph (ii) of Section 3.11(c)(2) above, and the number of certificates of occupancy described therein is fewer than the number of building permits described therein, the Special Tax Administrator shall use the number of certificates of occupancy, together with the parcel information associated with such issued certificates of occupancy, in lieu of the number of building permits and the parcel information associated with such building permits in determining "Developed Property" under the Rate and Method for the sole purpose of the foregoing calculation and certification in this subparagraph (iii).

(4) A certificate of an Independent Financial Consultant certifying the following:

(i) the "Transferred Principal Amount," which shall be in an integral multiple of $5,000 and which amount is equal to the difference between (x) the aggregate principal amount of Deemed Escrow Bonds Outstanding immediately prior to the proposed Escrow Disbursement Date, and (y) the aggregate principal amount of Remaining Deemed Escrow Bonds set forth in subparagraph (ii) of the Certificate of the Special Tax Administrator required by Section 3.11(c)(3) above;

(ii) the amount to be transferred on the subject Escrow Disbursement Date from the Escrow Reserve Account to the Series 2019A Reserve Subaccount of the Reserve Account of the Special Tax Fund, which shall be an amount equal to the following: (A) the Transferred Principal Amount (as defined in subparagraph (i) above), divided by (B) the principal amount of all then Outstanding Series 2019A Bonds, multiplied by (C) the Series 2019A Initial Reserve Requirement;

(iii) the amount to be transferred on the subject Escrow Disbursement Date from the Escrow Interest Account to the Interest Account of the Special Tax Fund, which shall be an amount sufficient to pay interest on the portion of the Series 2019A Bonds that immediately prior to such Escrow Disbursement Date were classified as Deemed Escrow Bonds and, after transfer of the Transferred Principal Amount on such Escrow Disbursement Date pursuant to subparagraphs (v) and (vi) below, will no longer be Deemed Escrow Bonds (in each instance as determined with respect to an Escrow Disbursement Date, the "Released 2019A Bonds") (the aggregate principal amount of such Released 2019A Bonds being equal in principal amount to the Transferred Principal Amount) on each Interest Payment Date that will occur before Special Taxes can be levied and collected in an amount to pay interest on such Released 2019A Bonds;

(iv) with respect to the final Escrow Disbursement Date, if any of the then Outstanding Deemed Escrow Bonds must be redeemed on the Escrow Redemption Date pursuant to Section 4.1(d) hereof in order to facilitate the coverage certification of the Special Tax Administrator set forth in subparagraph (iii) of Section 3.11(c)(3) above, (A) the respective principal amounts and maturities of such Deemed Escrow Bonds to be so redeemed (which shall consist of the Remaining Deemed Escrow Bonds determined by the Special Tax Administrator pursuant to subparagraph (ii) of Section 3.11(c)(3) above), and (B) the respective amounts to be transferred on the Escrow Redemption Date pursuant to Section 3.11(d) below to the Redemption Account of the Special Tax Fund from the Escrow Fund and the Escrow Interest Account to pay, respectively, the principal of such Remaining Deemed Escrow Bonds to be so redeemed and accrued interest thereon to the Escrow Redemption Date in accordance with Section 4.1(d);

(v) with respect to the final Escrow Disbursement Date, the portion, if any, of the Transferred Principal Amount to be transferred on such final Escrow Disbursement Date to the Interest Account of the Special Tax Fund, which portion shall be in an amount that is sufficient, to the extent not already provided for in subparagraph (iii) above, to pay interest on the Released 2019A Bonds to and including September 1, 2022 unless Special Taxes can levied and collected in sufficient time and amount to pay such interest in which case no such transfer is required pursuant to this subparagraph (v); provided, however, that cash deposits of the Developer, its Affiliates or other third parties received by the Trustee and deposited into the Interest Account may be included in such calculation, and the District shall under no circumstances be obligated to deposit funds of the District to meet the foregoing requirement;

(vi) the amount to be transferred on the subject Escrow Disbursement Date from the Escrow Fund (excluding the Escrow Reserve Account and the Escrow Interest Account therein), to the Series 2019A Account of the Improvement Fund, which amount is equal to the corresponding Transferred Principal Amount or, with respect to the final Escrow Disbursement Date, equal to the remainder of the corresponding Transferred Principal Amount after the transfer described in the preceding paragraph (v); and

(vii) with respect to the final Escrow Disbursement Date, the amount (if any) to be transferred on such final Escrow Disbursement Date, from the Escrow Interest Account to the Series 2019A Account of the Improvement Fund, which amount shall be any remaining amount in the Escrow Interest Account after taking into account deductions for all other transfers required to be made from the Escrow Interest Account described in the foregoing subparagraphs (i) through (vi).

(d) Disbursement for Special Mandatory Redemption from Escrow Fund Transfer; Closing of Escrow Fund.

(1) The District shall not direct the Trustee to disburse any funds from the Escrow Fund pursuant to Section 3.11(c) above after the Escrow Closing Date (i.e., April 15, 2022) except that, if the certificate of the Independent Financial Consultant specifies pursuant to subparagraph (iv) of Section 3.11(c)(4) amounts to be transferred on the Escrow Redemption Date (i.e., June 1, 2022), the Trustee shall transfer all such amounts to the respective Accounts and Subaccounts as specified in writing by an Authorized Representative of the District.

(2) After the Escrow Redemption Date, the Trustee shall transfer amounts, if any, remaining on deposit in the Escrow Fund, or in the Escrow Interest Account or the Escrow Reserve Account therein, to the Interest Account of the Special Tax Fund to be applied to pay debt service next coming due on the Series 2019A Bonds, whereupon the Escrow Fund shall be closed.

The District may, in its sole discretion, from time to time deliver to the Trustee money derived from any legally available source for deposit in the Interest Account or the Principal Account with respect to payment of debt service on the Deemed Escrow Bonds, and the Trustee shall so deposit any such money as received.

(e) Investment. The Trustee shall invest the moneys in the Escrow Fund in such Authorized Investments, which shall be rated in one of the highest two rating categories offered by each Rating Agency (without regard to gradations of plus or minus, or numerical gradations, within such category), as the District shall direct in a Certificate of the Authorized Representative of the District which shall be delivered to the Trustee on the Delivery Date for the Bonds and thereafter at least two (2) Business Days prior to the maturity date of any such Authorized Investment; provided, that if the District does not deliver such certificate, the Trustee shall invest such funds in Authorized Investments, which shall be rated in one of the highest two rating categories offered by each Rating Agency, (without regard to gradations of plus or minus, or numerical gradations, within such category) of the type specified in clause (7) of the definition of Authorized Investments.

Moneys in the Escrow Interest Account of the Escrow Fund shall be invested only in Authorized Investments which will by their terms mature, or in the case of an Investment Agreement are available for withdrawal without penalty, on such dates so as to ensure the payment of interest on the Deemed Escrow Bonds as the same becomes due on or prior to the Escrow Redemption Date.

Moneys in the Escrow Reserve Account of the Escrow Fund may be invested only in Authorized Investments which will by their terms mature on or prior to the Escrow Redemption Date, and if invested in an Investment Agreement only so long as such amounts may be withdrawn at any time, without penalty, for application in accordance with Section 3.6 hereof.

Investment earnings on all amounts deposited in the Escrow Fund and each Account therein shall be deposited in those respective Funds and Accounts and shall be retained in the Escrow Fund or respective Accounts therein, as applicable, until disbursed in accordance with the provisions of this Section 3.11.

Section 3.12 **Investments**. Moneys held in any of the Funds, Accounts, and Subaccounts under this Indenture shall be invested at the written direction of the District in accordance with the limitations set forth below only in Authorized Investments which shall be deemed at all times to be a part of such Funds, Accounts and Subaccounts. Any loss resulting from such Authorized Investments shall be credited or charged to the Fund, Account or Subaccount from which such investment was made, and any investment earnings on a Fund, Account or Subaccount shall be applied as follows: (i) investment earnings on all amounts deposited in the Costs of Issuance Fund, the Improvement Fund, the Special Tax Fund, the Escrow Fund, the Surplus Fund and the Rebate Fund and each Account and Subaccount therein shall be deposited in those respective Funds, Accounts, and Subaccounts, and (ii) investment earnings on all amounts deposited in the Reserve Account shall be deposited therein to be applied as set forth in Section 3.6. Moneys in the Funds, Accounts, and Subaccounts held under this Indenture may be invested by the Trustee as directed in writing by the District, from time to time, in Authorized Investments subject to the following restrictions:

(a) Moneys in the Costs of Issuance Fund shall be invested in Authorized Investments which will by their terms mature, or in the case of an Investment Agreement are available without penalty, as close as practicable to the date the District estimates the moneys represented by the particular investment will be needed for withdrawal from the Costs of Issuance Fund.

(b) Moneys in the Improvement Fund shall be invested in Authorized Investments which will by their terms mature, or in the case of an Investment Agreement are available without penalty, as close as practicable to the date the District estimates the moneys represented by the particular investment will be needed for withdrawal from the Improvement Fund. Notwithstanding anything herein to the contrary, amounts in the Improvement Fund or in the Escrow Fund, if any, three (3) years after the Delivery Date for the Bonds and the proceeds of each issue of Parity Bonds issued on a Tax-exempt basis which are remaining on deposit in the Improvement Fund on the date which is three (3) years following the date of issuance of such issue of Parity Bonds shall be invested only in Authorized Investments the interest on which is excluded from gross income under Section 103 of the Code (other than bonds the interest on which is a tax preference item for purposes of computing the alternative minimum tax of individuals and corporations under the Code) or in Authorized Investments at a yield not in excess of the yield on the issue of Bonds or Parity Bonds from which such proceeds were derived, unless in the opinion of Bond Counsel such restriction is not necessary to prevent interest on the Bonds or any Parity Bonds which were issued on a Tax-exempt basis for federal income tax purposes from being included in gross income for federal income tax purposes.

(c) Moneys in the Interest Account, the Principal Account and the Redemption Account of the Special Tax Fund shall be invested only in Authorized Investments which will by their terms mature, or in the case of an Investment Agreement are available for withdrawal without penalty, on such dates so as to ensure the payment of principal of, premium, if any, and interest on the Bonds and any Parity Bonds as the same become due.

(d) Moneys in the Reserve Account (and Subaccounts therein) of the Special Tax Fund may be invested only in Authorized Investments which, taken together, have a weighted average maturity not in excess of five (5) years; provided that such amounts may be invested in an Investment Agreement to the later of the final maturity of the Bonds or any Parity Bonds so long as such amounts may be withdrawn at any time, without penalty, for application in accordance with Section 3.6 hereof; and provided that no such Authorized Investment of amounts in the Reserve Account allocable to the Bonds or an issue of Parity Bonds shall mature later than the respective final maturity date of the Bonds or the issue of Parity Bonds, as applicable.

(e) Moneys in the Rebate Fund shall be invested only in Authorized Investments of the type described in clause (1) of the definition thereof which by their terms will mature, as nearly as practicable, on the dates such amounts are needed to be paid to the United States Government pursuant to Section 3.7 hereof or in Authorized Investments of the type described in clause (7) of the definition thereof.

(f) Moneys in the Escrow Fund and the Accounts therein shall be invested as required pursuant to Section 3.11(e) of this Indenture.

(g) In the absence of written investment directions from the District, the Trustee shall hold all monies uninvested.

The Trustee shall sell, or present for redemption, any Authorized Investment whenever it may be necessary to do so in order to provide moneys to meet any payment or transfer to such Funds and Accounts or from such Funds and Accounts. For the purpose of determining at any given time the balance in any such Funds and Accounts, any such investments constituting a part of such Funds and Accounts shall be valued at their cost, except that amounts in the Reserve Account shall be valued at the market value thereof at least semiannually on or before each Interest Payment Date. In making any valuations hereunder, the Trustee may utilize such computerized securities pricing services as may be available to it, including, without limitation, those available through its regular accounting system, and conclusively rely thereon. Notwithstanding anything herein to the contrary, the Trustee shall not be responsible for any loss from investments, sales or transfers undertaken in accordance with the provisions of this Indenture.

The Trustee or an affiliate may act as principal or agent in the making or disposing of any investment and shall be entitled to its customary fee for such investment. The Trustee or its affiliate, as applicable, may sell at the best market price reasonably obtainable at the time by the Trustee or its affiliate, as applicable, or present for redemption, any Authorized Investment so purchased whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such Authorized Investment is credited, and, subject to the provisions of Section 7.4, the Trustee shall not be liable or responsible for any loss resulting from such investment. For investment purposes, the Trustee may commingle the funds and accounts established hereunder, but shall account for each separately.

The Trustee shall furnish the District periodic cash transaction statements which shall include detail for all investment transactions effected by the Trustee or brokers selected by the District. The District waives the right to receive brokerage confirmations of security transactions effected by the Trustee as they occur, to the extent permitted by law. The District further understands that trade confirmations for securities transactions effected by the Trustee will be available upon request and at no additional cost, and other trade confirmations may be obtained from the applicable broker.

ARTICLE IV

REDEMPTION OF BONDS

Section 4.1 **Redemption of Bonds**.

(a) Optional Redemption.

The Bonds maturing on or before September 1, [2026] are not subject to optional redemption prior to maturity. The Bonds maturing on or after September 1, [2027] shall be subject to call and redemption prior to maturity and may be redeemed, at the option of the District, from any source of funds on any date on or after September 1, [2026] in whole, or in

part, from such maturities as are selected by the District and by lot within a maturity, at the following redemption prices, expressed as a percentage of the principal amount to be redeemed, together with accrued interest to the date of redemption:

Redemption Dates	**Redemption Price**
[September 1, 2026 through August 31, 2027]	[103%]
[September 1, 2027 through August 31, 2028]	[102]
[September 1, 2028 through August 31, 2029]	[101]
[September 1, 2029 and thereafter]	[100]

In the event the District elects to redeem Bonds as provided above, the District shall give written notice to the Trustee of its election to so redeem, the redemption date and the principal amount of the Bonds of each maturity to be redeemed. The notice to the Trustee shall be given at least forty-five (45) but no more than ninety (90) days prior to the redemption date, or by such later date as is acceptable to the Trustee, in its sole discretion.

(b) Mandatory Sinking Fund Redemption.

(i) The Series 2019A Bonds maturing on September 1, 20__, September 1, 20__, and September 1, 20__ (collectively, the "Series 2019A Term Bonds") shall be called before maturity and redeemed, from the Sinking Fund Payments that have been deposited into the Redemption Account, on September 1, 20__, September 1, 20__, and September 1, 20__, respectively, and on each September 1 thereafter prior to maturity, in accordance with the respective schedules of Sinking Fund Payments set forth below. The Series 2019A Term Bonds so called for redemption shall be selected by the Trustee by lot and shall be redeemed at a redemption price for each redeemed Series 2019A Term Bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, as follows:

SERIES 2019A TERM BONDS MATURING SEPTEMBER 1, 20__

Redemption Date (September 1)	Principal Amount
	$
(maturity)	

SERIES 2019A TERM BONDS MATURING SEPTEMBER 1, 20__

Redemption Date (September 1)	Principal Amount
	$
(maturity)	

SERIES 2019A TERM BONDS MATURING SEPTEMBER 1, 20__

Redemption Date (September 1)	Principal Amount
	$
(maturity)	

In the event of a partial optional redemption or extraordinary redemption of the Series 2019A Term Bonds, each of the remaining Sinking Fund Payments for such Series 2019A Term Bonds, as applicable, will be reduced, as nearly as practicable, on a *pro rata* basis, in integral multiples of $5,000.

(ii) The Series 2019B Bonds maturing on September 1, 20__, September 1, 20__, September 1, 20__, and September 1, 20__ and (collectively, the "Series 2019B Term Bonds") shall be called before maturity and redeemed, from the Sinking Fund Payments that have been deposited into the Redemption Account, on September 1, 20__, September 1, 20__, September 1, 20__, and September 1, 20__, respectively, and on each September 1 thereafter prior to maturity, in accordance with the respective schedules of Sinking Fund Payments set forth below. The Series 2019B Term Bonds so called for redemption shall be selected by the Trustee by lot and shall be redeemed at a redemption price for each redeemed Series 2019B Term Bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, as follows:

SERIES 2019B TERM BONDS MATURING SEPTEMBER 1, 20__

Redemption Date (September 1)	Principal Amount
	$

(maturity)

SERIES 2019B TERM BONDS MATURING SEPTEMBER 1, 20__

Redemption Date (September 1)	Principal Amount
	$

(maturity)

SERIES 2019B TERM BONDS MATURING SEPTEMBER 1, 20__

Redemption Date (September 1)	Principal Amount
	$

(maturity)

SERIES 2019B TERM BONDS MATURING SEPTEMBER 1, 20__

Redemption Date (September 1)	Principal Amount
	$

(maturity)

In the event of a partial optional redemption or extraordinary redemption of the Series 2019B Term Bonds, each of the remaining Sinking Fund Payments for such Series 2019B Term Bonds, as applicable, will be reduced, as nearly as practicable, on a *pro rata* basis, in integral multiples of $5,000.

(iii) Purchase of Series 2019 Term Bonds in Lieu of Redemption. If during the Fiscal Year immediately preceding one of the redemption dates

specified above the District purchases Series 2019A Term Bonds or Series 2019B Term Bonds pursuant to Section 4.1(e), at least forty-five (45) days prior to the redemption date, the District shall notify the Trustee as to the principal amount purchased and the amount of Series 2019A Term Bonds or Series 2019B Term Bonds so purchased, as applicable, shall be credited at the time of purchase, to the extent of the full principal amount thereof, to reduce such upcoming Sinking Fund Payment for the applicable maturity of the Series 2019A Term Bonds or Series 2019B Term Bonds, as applicable, so purchased. All Bonds purchased pursuant to this subsection shall be cancelled pursuant to Section 10.1 hereof.

(c) Extraordinary Redemption.

The Bonds are subject to extraordinary redemption as a whole, or in part proportionately between the Series 2019A Bonds and the Series 2019B Bonds as described further below, and on a pro rata basis among maturities of each such Series in integral multiples of $5,000, as nearly as possible, on any Interest Payment Date, and shall be redeemed by the Trustee, from Prepayments deposited to the Redemption Account pursuant to Section 3.2, plus any amounts authorized to be transferred from the Reserve Account pursuant to Section 3.6(c), at the following redemption prices, expressed as a percentage of the principal amount to be redeemed, together with accrued interest to the redemption date:

Redemption Dates	**Redemption Price**
[On or before March 1, 2027]	[103%]
[September 1, 2027 and March 1, 2028]	[102]
[September 1, 2028 and March 1, 2029]	[101]
[September 1, 2029 and thereafter]	[100]

For purposes of the proportionate allocation of any such extraordinary redemption from Prepayments between the Series 2019A Bonds and the Series 2019B Bonds, described in the first paragraph above under this subsection (c), "proportionately" shall mean calculated with respect to the then Outstanding principal amount of each such Series, as nearly as possible in view of the $5,000 minimum denomination of the Bonds per Section 2.4 of this Indenture; provided, if the implementation of such a proportionate allocation requires more Bonds of one Series to be redeemed than Bonds of the other Series to accommodate the $5,000 minimum denominations or otherwise, the District shall give priority to redeem more Series 2019A Bonds than Series 2019B Bonds.

The District shall give written notice to the Trustee of its intention to redeem Bonds pursuant to this subsection, the redemption date, and the principal amount of the Bonds of each Series and of each maturity to be redeemed within each Series at least forty-five (45) but no more than ninety (90) days prior to the redemption date, or by such later date as is acceptable to the Trustee, in its sole discretion.

(d) Special Mandatory Redemption from Escrow Fund Transfer.

So long as moneys remain on deposit in the Escrow Fund, the Deemed Escrow Bonds are subject to special mandatory redemption on June 1, 2022 in whole, or in part, from such

maturities of the Deemed Escrow Bonds as are selected by the District and by lot within a maturity, from amounts transferred from the Escrow Fund to the Redemption Account pursuant to Section 3.11 hereof, in integral multiples of $5,000, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest thereon to the date of redemption, without premium.

In the event of a special mandatory redemption of Deemed Escrow Bonds from Escrow Fund transfers pursuant to this Section 4.1(d), each of the remaining Sinking Fund Payments for the maturity of Series 2019A Term Bonds of which the Deemed Escrow Bonds comprise a portion will be reduced, as nearly as practicable, on a *pro rata* basis, in integral multiples of $5,000. Upon transfer from the Escrow Fund of all moneys deposited therein pursuant to Section 3.11 above and the redemption of all Deemed Escrow Bonds redeemable from amounts theretofore transferred from the Escrow Fund to the Redemption Account of the Special Tax Fund, the remaining Outstanding Deemed Escrow Bonds, if any, shall no longer be subject to special mandatory redemption pursuant to this Section 4.1(d).

(e) Purchase In Lieu of Redemption.

As provided in Section 3.5(d) and Section 4.1(b)(iii), as applicable, in lieu or partially in lieu of any optional redemption, extraordinary redemption or mandatory sinking fund redemption as described above, moneys deposited in the Redemption Account, other than Prepayments, may be used to purchase Outstanding Bonds. Such purchases of Bonds may be made by the District at public or private sale as and when and at such prices as the District may in its discretion determine but only at prices (including brokerage or other expenses) not more than par plus accrued interest, plus, in the case of moneys set aside for an optional redemption or an extraordinary redemption, the premium applicable at the next following call date. Any accrued interest payable upon the purchase of Bonds may be paid from the amount reserved in the Interest Account of the Special Tax Fund for the payment of interest on the next following Interest Payment Date.

(f) The redemption provisions for Parity Bonds shall be set forth in a Supplemental Indenture.

Section 4.2 **Selection of Bonds and Parity Bonds for Redemption**. Whenever provision is made in this Indenture for the redemption of less than all of any Series of Bonds or Parity Bonds Outstanding, the Trustee shall select the Bonds or Parity Bonds to be redeemed from all Outstanding Bonds or Parity Bonds of such Series or such given portion thereof not previously called for redemption, on a pro rata basis among the maturities (unless the maturity or maturities are otherwise specified in this Indenture or in writing by the District) and by lot within a maturity in any manner which the Trustee in its discretion shall deem appropriate. For purposes of such selection, all Bonds or Parity Bonds of a denomination of more than $5,000 shall be deemed to be comprised of separate $5,000 portions, and such portions shall be treated as separate Bonds or Parity Bonds, as applicable, which may be separately redeemed. The procedure for the selection of Parity Bonds for redemption may be modified as set forth in the Supplemental Indenture for such Parity Bonds. The Trustee shall promptly notify the District in writing of the Bonds or Parity Bonds, or portions thereof, selected for redemption.

Section 4.3 **Notice of Redemption**. When Bonds or Parity Bonds are due for redemption under Section 4.1 above or under another redemption provision set forth in a Supplemental Indenture relating to any Parity Bonds, the Trustee shall give notice, in the name of the District, of the redemption of such Bonds or Parity Bonds. Such notice of redemption shall (a) specify the CUSIP numbers (if any), the bond numbers and the maturity date or dates of the Bonds or Parity Bonds selected for redemption, except that where all of the Bonds or all of an issue of Parity Bonds are subject to redemption, or all the Bonds or Parity Bonds of one maturity, are to be redeemed, the bond numbers of such issue need not be specified; (b) state the date fixed for redemption and surrender of the Bonds or Parity Bonds to be redeemed; (c) state the redemption price; (d) state the place or places where the Bonds or Parity Bonds are to be redeemed; (e) in the case of Bonds or Parity Bonds to be redeemed only in part, state the portion of such Bond or Parity Bond which is to be redeemed; (f) state the date of issue of the Bonds or Parity Bonds as originally issued; (g) state the rate of interest borne by each Bond or Parity Bond being redeemed; and (h) state any other descriptive information needed to identify accurately the Bonds or Parity Bonds being redeemed as shall be specified by the Trustee. Such notice shall further state that on the date fixed for redemption, there shall become due and payable on each Bond or Parity Bond or portion thereof called for redemption, the principal thereof, together with any premium, and interest accrued to the redemption date, and that from and after such date, interest thereon shall cease to accrue and be payable. At least thirty (30) days but no more than forty-five (45) days prior to the redemption date, the Trustee shall mail a copy of such notice, by first class mail, postage prepaid, to the respective Owners thereof at their addresses appearing on the Bond Register. The actual receipt by the Owner of any Bond or Parity Bond of notice of such redemption shall not be a condition precedent to redemption, and neither the failure to receive nor any defect in such notice shall affect the validity of the proceedings for the redemption of such Bonds or Parity Bonds, or the cessation of interest on the redemption date. A certificate by the Trustee that notice of such redemption has been given as herein provided shall be conclusive as against all parties and the Owner shall not be entitled to show that he or she failed to receive notice of such redemption.

In addition to the foregoing notice, further notice shall be given by the Trustee as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

Each further notice of redemption shall be sent (i) not later than two (2) Business Days before the date that notice of redemption is mailed to the Bondowners pursuant to the first paragraph of this Section, to the Depository in such electronic format and manner as specified by the Depository and to any other registered securities depositories (in such electronic format and manner as specified thereby) then in the business of holding substantial amounts of obligations of types comprising the Bonds and Parity Bonds as determined by Trustee, and (2) not later than the date that notice of redemption is mailed to the Bondowners pursuant to the first paragraph of this Section, to the Information Services in such electronic format and manner as specified by the Information Services.

The District shall have the right to rescind any optional redemption by written notice to the Trustee one (1) Business Day prior to the date fixed for redemption. Any notice of optional redemption shall be cancelled and annulled if for any reason funds will not be or are not

available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under this Indenture. The District and the Trustee shall have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Trustee shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent.

Upon the payment of the redemption price of any Bonds and Parity Bonds being redeemed, each check or other transfer of funds issued for such purpose shall to the extent practicable bear the CUSIP number identifying, by issue and maturity, the Bonds and Parity Bonds being redeemed with the proceeds of such check or other transfer.

Section 4.4 **Partial Redemption of Bonds or Parity Bonds**. Upon surrender of any Bond or Parity Bond to be redeemed in part only, the District shall execute and the Trustee shall authenticate and deliver to the Bondowner, at the expense of the District, a new Bond or Bonds or a new Parity Bond or Parity Bonds of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Bonds surrendered, with the same interest rate and the same maturity or, in the case of surrender of a Parity Bond, a new Parity Bond or Parity Bonds subject to the foregoing limitations.

Section 4.5 **Effect of Notice and Availability of Redemption Money**. Notice of redemption having been duly given, as provided in Section 4.3 hereof, and the amount necessary for the redemption having been made available for that purpose and being available therefor on the date fixed for such redemption:

(a) the Bonds and Parity Bonds, or portions thereof, designated for redemption shall, on the date fixed for redemption, become due and payable at the redemption price thereof as provided in this Indenture or in any Supplemental Indenture with respect to any Parity Bonds, anything in this Indenture or in the Bonds or the Parity Bonds to the contrary notwithstanding;

(b) upon presentation and surrender thereof at the Principal Office of the Trustee, the redemption price of such Bonds and Parity Bonds shall be paid to the Owners thereof;

(c) as of the redemption date the Bonds or the Parity Bonds, or portions thereof so designated for redemption shall be deemed to be no longer Outstanding and such Bonds or Parity Bonds, or portions thereof, shall cease to bear further interest; and

(d) as of the date fixed for redemption no Owner of any of the Bonds, Parity Bonds or portions thereof so designated for redemption shall be entitled to any of the benefits of this Indenture or any Supplemental Indenture, or to any other rights, except with respect to payment of the redemption price and interest accrued to the redemption date from the amounts so made available.

ARTICLE V

COVENANTS AND WARRANTY

Section 5.1 **Warranty**. The District shall preserve and protect the security pledged hereunder to the Bonds and any Parity Bonds against all claims and demands of all persons.

Section 5.2 **Covenants**. So long as any of the Bonds or Parity Bonds issued hereunder are Outstanding and unpaid, the District makes the following covenants with the Bondowners under the provisions of the Act and this Indenture (to be performed by the District or its proper officers, agents or employees), which covenants are necessary and desirable to secure the Bonds and Parity Bonds and tend to make them more marketable; provided, however, that said covenants do not require the District to expend any funds or moneys other than the Special Taxes and other amounts deposited to the Special Tax Fund:

(a) Punctual Payment; Against Encumbrances. The District covenants that it will duly and punctually pay or cause to be paid the principal of and interest on every Bond and Parity Bond issued hereunder, together with the premium, if any, thereon on the date, at the place and in the manner set forth in the Bonds and the Parity Bonds and in accordance with this Indenture to the extent that Net Taxes and other amounts pledged hereunder are available therefor, and that the payments into the Funds and Accounts created hereunder will be made, all in strict conformity with the terms of the Bonds, any Parity Bonds, and this Indenture, and that it will faithfully observe and perform all of the conditions, covenants and requirements of this Indenture and all Supplemental Indentures and of the Bonds and any Parity Bonds issued hereunder.

The District will not mortgage or otherwise encumber, pledge or place any charge upon any of the Net Taxes except as provided in this Indenture, and will not issue any obligation or security having a lien or charge upon the Net Taxes superior to or on a parity with the Bonds, other than Parity Bonds issued in accordance with Section 9.2 hereof. Nothing herein shall prevent the District from issuing or incurring indebtedness which is payable from a pledge of Net Taxes which is subordinate in all respects to the pledge of Net Taxes to repay the Bonds and the Parity Bonds.

(b) Levy of Special Tax. Beginning in Fiscal Year 2019-20 and so long as any Bonds or Parity Bonds issued under this Indenture are Outstanding, but subject to the Rate and Method, the legislative body of the District covenants to levy the Special Tax in an amount equal to the Special Tax Requirement (as defined in the Rate and Method) for Improvement Area No. 1, which includes, but is not limited to, amounts sufficient, together with other amounts on deposit in the Special Tax Fund and available for such purpose, to pay (1) the principal of and interest on the Bonds and any Parity Bonds when due, (2) the Administrative Expenses, and (3) any amounts required to replenish the Reserve Account of the Special Tax Fund to the Reserve Requirement. The District further covenants that it will take no actions that would discontinue or cause the discontinuance of the Special Tax levy or the District's authority to levy the Special Tax for so long as the Bonds and any Parity Bonds are Outstanding.

(c) Commence Foreclosure Proceedings. The District covenants for the benefit of the Owners of the Bonds and any Parity Bonds that it (i) will commence judicial foreclosure proceedings against any parcel with either (A) at least four (4) consecutive installments of delinquent Special Taxes or (B) delinquent Special Taxes in excess of $10,000 on any one parcel, in each instance by the December 1 following the close of each Fiscal Year in which such Special Taxes were due; and (ii) will commence judicial foreclosure proceedings against all parcels with delinquent Special Taxes by the December 1 following the close of each Fiscal Year in which it receives Special Taxes in an amount which is less than 95% of the total Special Tax

levied for such Fiscal Year, and (iii) will diligently pursue such foreclosure proceedings until the delinquent Special Taxes are paid; provided, however, that the District may elect to defer foreclosure proceedings on any parcel so long as the amount on deposit in the Reserve Account is at least equal to the Reserve Requirement, and such delinquencies will not cause moneys in the Reserve Account to be withdrawn on the next succeeding Interest Payment Date. In no event shall such foreclosure actions exceed the time periods specified in Section 53356.1 of the Act.

The District covenants that it will deposit the net proceeds of any foreclosure in the Special Tax Fund and will apply such proceeds remaining after the payment of Administrative Expenses to make current payments of principal and interest on the Bonds and any Parity Bonds, to bring the amount on deposit in the Reserve Account up to the Reserve Requirement and to pay any delinquent installments of principal or interest due on the Bonds and any Parity Bonds.

Notwithstanding the foregoing, the District may elect (but is not obligated) to advance the amount of any particular delinquency (excluding penalties and interest) and deposit such amount to the Special Tax Fund. Upon a deposit of such money in the Special Tax Fund, the District will not need to initiate a foreclosure action as provided above; provided, however, the District may reimburse itself for such advance when the Special Tax on such property is paid in the amount of such advance plus interest on such amount at a rate equal to the yield on the Outstanding Bonds. Interest and penalties paid in excess of the amount advanced by the District shall be deposited in the Special Tax Fund.

Notwithstanding the foregoing, if at any time, the County's Teeter Plan (adopted pursuant to Sections 4701 through 4717 of the California Revenue and Taxation Code) is in effect and is made applicable to the District and the Special Taxes being levied in connection with the Bonds, the District may, in its discretion, elect not to commence any judicial foreclosure proceeding pursuant to this Section 5.2(c) or defer the commencement of such proceedings until such time as the District deems appropriate.

(d) Books and Accounts. The District will keep proper books of records and accounts, separate from all other records and accounts of the District, in which complete and correct entries shall be made of all transactions relating to the Project, the levy of the Special Tax and the deposits to the Special Tax Fund. Such books of records and accounts shall at all times during business hours be subject to the inspection of the Trustee (who shall have no duty or obligation to inspect) or of the Owners of not less than 10% of the principal amount of the Bonds or the Owners of not less than 10% of any issue of Parity Bonds then Outstanding or their representatives authorized in writing.

(e) Federal Tax Covenants. Notwithstanding any other provision of this Indenture, absent an opinion of Bond Counsel that the exclusion from gross income of interest on the Bonds and any Parity Bonds issued on a Tax-exempt basis for federal income tax purposes will not be adversely affected for federal income tax purposes, the District covenants to comply with all applicable requirements of the Code necessary to preserve such exclusion from gross income and specifically covenants, without limiting the generality of the foregoing, as follows:

(1) The District shall not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the Tax-exempt status of interest on

the Bonds or any Parity Bonds under Section 103(a) of the Code or cause interest on the Bonds or any Parity Bonds to be an item of tax preference for purposes of the alternative minimum tax under the Code.

(2) In furtherance of the foregoing tax covenant, the District shall comply with the provisions of the Tax Certificate, which is incorporated herein as if fully set forth herein. These covenants shall survive payment in full or defeasance of the Bonds and any Parity Bonds.

(f) Against Reduction of Maximum Special Taxes. The District hereby finds and determines that, historically, delinquencies in the payment of special taxes authorized pursuant to the Act in community facilities districts in Southern California have from time to time been at levels requiring the levy of special taxes at the maximum authorized rates in order to make timely payment of principal of and interest on the outstanding indebtedness of such community facilities districts. For this reason, the District hereby determines that a reduction in the maximum Special Tax rates authorized to be levied on parcels in the District below the levels provided in this Section 5.2(f) would interfere with the timely retirement of the Bonds and Parity Bonds. The District determines it to be necessary in order to preserve the security for the Bonds and Parity Bonds to covenant, and, to the maximum extent that the law permits it to do so, the District hereby does covenant, that it shall not initiate proceedings to reduce the maximum Special Tax rates for the District.

(g) Covenants to Defend. The District covenants that, in the event that any initiative is adopted by the qualified electors in the District which purports to reduce the maximum Special Tax below the levels specified in Section 5.2(f) above or to limit the power of the District to levy the Special Taxes for the purposes set forth in Section 5.2(b) above, it will commence and pursue legal action in order to preserve its ability to comply with such covenants.

(h) Limitation on Right to Tender Bonds. The District hereby covenants that it will not adopt any policy pursuant to Section 53341.1 of the Act permitting the tender of Bonds or Parity Bonds in full payment or partial payment of any Special Taxes unless the District shall have first received a certificate from an Independent Financial Consultant that the acceptance of such a tender will not result in the District having insufficient Special Tax revenues to pay the principal of and interest on the Bonds and Parity Bonds when due.

(i) Continuing Disclosure. The District covenants to comply with the terms of the Continuing Disclosure Agreement and with the terms of any certificate or agreement executed by the District with respect to any Parity Bonds, which assist the Underwriter in complying with Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

The Trustee hereby agrees to inform the District within three (3) Business Days after obtaining knowledge that any of the events listed in Section 5(a) of the Continuing Disclosure Agreement has occurred, or as soon as reasonably practicable thereafter, and in any event in sufficient time for the District to file a notice of such event within ten (10) business days after the occurrence of the event.

(j) Further Assurances. The District shall make, execute and deliver any and all such further agreements, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture and for the better assuring and confirming unto the Owners of the Bonds and any Parity Bonds of the rights and benefits provided in this Indenture.

ARTICLE VI

AMENDMENTS TO INDENTURE

Section 6.1 **Supplemental Indentures or Orders Not Requiring Bondowner Consent**. The District may from time to time, without notice to or consent of any of the Bondowners, adopt Supplemental Indentures for any of the following purposes (provided that no such Supplemental Indenture shall modify any of the rights or obligations of the Trustee without its written consent thereto):

(a) to cure any ambiguity, to correct or supplement any provisions herein which may be inconsistent with any other provision herein, or to make any other provision with respect to matters or questions arising under this Indenture or in any additional resolution or order, provided that such action is not materially adverse to the interests of the Bondowners;

(b) to add to the covenants and agreements of and the limitations and the restrictions upon the District contained in this Indenture, other covenants, agreements, limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Indenture as theretofore in effect or which further secure Bond or Parity Bond payments;

(c) to provide for the issuance of any Parity Bonds, and to provide the terms and conditions under which such Parity Bonds may be issued, subject to and in accordance with the provisions of this Indenture, including without limitation Section 9.2 hereof;

(d) to modify, amend or supplement this Indenture in such manner as to permit the qualification hereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, or to comply with the Code or regulations issued thereunder, and to add such other terms, conditions and provisions as may be permitted by said act or similar federal statute, and which shall not materially adversely affect the interests of the Owners of the Bonds or any Parity Bonds then Outstanding;

(e) to modify, alter or amend the Rate and Method in any manner so long as such changes do not reduce the maximum Special Taxes that may be levied in each year on property within the District to an amount which is below the levels provided in Section 5.2(f) of this Indenture, and in any event not less than the sum of the estimated Administrative Expenses and 110% of the principal and interest due in each corresponding future Bond Year with respect to the Bonds and Parity Bonds Outstanding as of the date of such amendment; or

(f) to the extent necessary to obtain a municipal bond insurance policy or to obtain a rating on the Bonds, or in connection with satisfying all or a portion of the Reserve Requirement by crediting a Reserve Policy to the Reserve Account; provided that such amendments which

shall not materially adversely affect the interests of the Owners of the then Outstanding Bonds; or

(g) to modify, alter, amend or supplement this Indenture in any other respect which is not materially adverse to the Bondowners.

Section 6.2 **Supplemental Indentures or Orders Requiring Bondowner Consent**. Exclusive of the Supplemental Indentures described in Section 6.1, the Owners of not less than a majority in aggregate principal amount of the Bonds and Parity Bonds Outstanding shall have the right to consent to and approve the adoption by the District of such Supplemental Indentures as shall be deemed necessary or desirable by the District for the purpose of waiving, modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture; provided, however, that nothing herein shall permit, or be construed as permitting, (a) an extension of the maturity date of the principal, or the payment date of interest on, any Bond or Parity Bond, (b) a reduction in the principal amount of, or redemption premium on, any Bond or Parity Bond or the rate of interest thereon, (c) a preference or priority of any Bond or Parity Bond over any other Bond or Parity Bond, or (d) a reduction in the aggregate principal amount of the Bonds and Parity Bonds the Owners of which are required to consent to such Supplemental Indenture, without the consent of the Owners of all Bonds and Parity Bonds then Outstanding; provided, further, that no such Supplemental Indenture shall modify any of the rights or obligations of the Trustee without its written consent thereto.

If at any time the District shall desire to adopt a Supplemental Indenture, which pursuant to the terms of this Section shall require the consent of the Bondowners, the District shall so notify the Trustee and shall deliver to the Trustee a copy of the proposed Supplemental Indenture. The Trustee shall, at the expense of the District, cause notice of the proposed Supplemental Indenture to be mailed, by first class mail, postage prepaid, to all Bondowners at their addresses as they appear in the Bond Register. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that a copy thereof is on file at the Principal Office of the Trustee for inspection by all Bondowners. The failure of any Bondowners to receive such notice shall not affect the validity of such Supplemental Indenture when consented to and approved by the Owners of not less than a majority in aggregate principal amount of the Bonds and Parity Bonds Outstanding as required by this Section. Whenever at any time within one year after the date of the first mailing of such notice, the Trustee shall receive an instrument or instruments purporting to be executed by the Owners of not less than a majority in aggregate principal amount of the Bonds and Parity Bonds Outstanding, which instrument or instruments shall refer to the proposed Supplemental Indenture described in such notice, and shall specifically consent to and approve the adoption thereof by the District substantially in the form of the copy referred to in such notice as on file with the Trustee, such proposed Supplemental Indenture, when duly adopted by the District, shall thereafter become a part of the proceedings for the issuance of the Bonds and any Parity Bonds. In determining whether the Owners of a majority of the aggregate principal amount of the Bonds and Parity Bonds have consented to the adoption of any Supplemental Indenture, Bonds or Parity Bonds which are owned by the District or by any person directly or indirectly controlling or controlled by or under the direct or indirect common control with the District, shall be disregarded and shall be treated as though they were not Outstanding for the purpose of any such determination.

Upon the adoption of any Supplemental Indenture and the receipt of consent to any such Supplemental Indenture from the Owners of not less than a majority in aggregate principal amount of the Outstanding Bonds and Parity Bonds in instances where such consent is required pursuant to the provisions of this section, this Indenture shall be, and shall be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the District and all Owners of Outstanding Bonds and Parity Bonds shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments.

Section 6.3 **Notation of Bonds or Parity Bonds; Delivery of Amended Bonds or Parity Bonds**. After the effective date of any action taken as hereinabove provided, the District may determine that the Bonds or any Parity Bonds may bear a notation, by endorsement in form approved by the District, as to such action, and in that case upon demand of the Owner of any Outstanding Bond or Parity Bond at such effective date and presentation of his Bond or Parity Bond for the purpose at the Principal Office of the Trustee or at such additional offices as the Trustee may select and designate for that purpose, a suitable notation as to such action shall be made on such Bonds or Parity Bonds. If the District shall so determine, new Bonds or Parity Bonds so modified as, in the opinion of the District, shall be necessary to conform to such action shall be prepared and executed, and in that case upon demand of the Owner of any Outstanding Bond or Parity Bond at such effective date such new Bonds or Parity Bonds shall be exchanged at the Principal Office of the Trustee or at such additional offices as the Trustee may select and designate for that purpose, without cost to each Owner of Outstanding Bonds or Parity Bonds, upon surrender of such Outstanding Bonds or Parity Bonds.

ARTICLE VII

TRUSTEE

Section 7.1 **Trustee**. U.S. Bank National Association, a national banking association, shall be the Trustee for the Bonds and any Parity Bonds unless and until another Trustee is appointed by the District hereunder. The District may, at any time, appoint a successor Trustee satisfying the requirements of Section 7.2 below for the purpose of receiving all money which the District is required to deposit with the Trustee hereunder and to allocate, use and apply the same as provided in this Indenture.

The Trustee is hereby authorized to and shall mail by first class mail, postage prepaid, or wire transfer in accordance with Section 2.5 above, interest payments to the Bondowners, to select Bonds and Parity Bonds for redemption, and to maintain the Bond Register. The Trustee is hereby authorized to pay the principal of and premium, if any, on the Bonds and Parity Bonds when the same are duly presented to it for payment at maturity or on call and redemption, to provide for the registration of transfer and exchange of Bonds and Parity Bonds presented to it for such purposes, to provide for the cancellation of Bonds and Parity Bonds all as provided in this Indenture, and to provide for the authentication of Bonds and Parity Bonds, and shall perform all other duties assigned to or imposed on it as provided in this Indenture. The Trustee shall keep accurate records of all funds administered by it and all Bonds and Parity Bonds paid, discharged and cancelled by it.

The Trustee is hereby authorized to pay the Bonds and Parity Bonds when duly presented for payment at maturity, or on redemption prior to maturity. The Trustee shall cancel all Bonds and Parity Bonds upon payment thereof in accordance with the provisions of Section 10.1 hereof.

The District shall from time to time, subject to any agreement between the District and the Trustee then in force, pay to the Trustee compensation for its services, reimburse the Trustee for all its advances and expenditures, including, but not limited to, advances to and fees and expenses of independent accountants or counsel employed by it in the exercise and performance of its powers and duties hereunder, and indemnify and save the Trustee, its officers, directors, employees and agents, harmless against costs, claims, expenses and liabilities, including, without limitation, fees and expenses of its attorneys, not arising from its own negligence or willful misconduct which it may incur in the exercise and performance of its powers and duties hereunder. The foregoing obligation of the District to indemnify the Trustee shall survive the removal or resignation of the Trustee or the discharge of the Bonds.

Section 7.2 **Removal of Trustee**. The District may at any time in its sole discretion remove the Trustee initially appointed, and any successor thereto, by delivering to the Trustee a written notice of its decision to remove the Trustee and may appoint a successor or successors thereto; provided that any such successor shall be a bank, national banking association, or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least $100,000,000, and subject to supervision or examination by federal or state authority. Any removal shall become effective only upon acceptance of appointment by the successor Trustee. If any bank, national banking association, or trust company appointed as a successor publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this section the combined capital and surplus of such bank, national banking association, or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. Any removal of the Trustee and appointment of a successor Trustee shall become effective only upon acceptance of appointment by the successor Trustee and notice being sent by the successor Trustee to the Bondowners of the successor Trustee's identity and address.

Section 7.3 **Resignation of Trustee**. The Trustee may at any time resign by giving written notice to the District and by giving to the Owners notice of such resignation, which notice shall be mailed to the Owners at their addresses appearing in the registration books in the Principal Office of the Trustee. Upon receiving such notice of resignation, the District shall promptly appoint a successor Trustee satisfying the criteria in Section 7.2 above by an instrument in writing. Any resignation or removal of the Trustee and appointment of a successor Trustee shall become effective only upon acceptance of appointment by the successor Trustee.

If no successor Trustee shall have been appointed and have accepted appointment within forty-five (45) days of giving notice of removal or notice of resignation as aforesaid, the resigning Trustee or any Bondholder (on behalf of itself and all other Owners of the Bonds) may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Trustee.

Section 7.4 **Liability of Trustee**. The recitals of fact and all promises, covenants and agreements contained herein and in the Bonds and any Parity Bonds shall be taken as statements, promises, covenants and agreements of the District, and the Trustee assumes no responsibility for the correctness of the same and makes no representations as to the validity or sufficiency of this Indenture, the Bonds or any Parity Bonds, and shall incur no responsibility in respect thereof, other than in connection with its duties or obligations specifically set forth herein, in the Bonds and any Parity Bonds, or in the certificate of authentication assigned to or imposed upon the Trustee. The Trustee shall be under no responsibility or duty with respect to the issuance of the Bonds or any Parity Bonds for value. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct.

The Trustee shall be responsible for the performance of the duties of the Trustee expressly set forth in this Indenture, and no implied duties or obligations shall be read into this Indenture against the Trustee.

The Trustee shall have no responsibility for, and makes no representations with respect to, any information, statement, or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds.

Before taking any action under Article VIII hereof or this Article the Trustee may require indemnity satisfactory to the Trustee be furnished from any expenses and to protect it against any liability it may incur hereunder.

The Trustee shall not be liable for any action taken or not taken by it in accordance with the direction of the Owners of at least twenty-five percent (25%) (or other percentage provided for herein) in aggregate principal amount of Outstanding Bonds relating to the exercise of any right, power or remedy available to the Trustee.

The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty.

The Trustee may become the owner or pledgee of Bonds with the same rights it would have if it were not Trustee.

The Trustee shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, Bond, Parity Bond, facsimile transmission, electronic mail or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, who may be counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered hereunder in good faith and in accordance therewith.

The Trustee shall not be bound to recognize any person as the Owner of a Bond or Parity Bond unless and until such Bond or Parity Bond is submitted for inspection, if required, and his title thereto satisfactorily established, if disputed.

Whenever in the administration of its duties under this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any

action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Trustee, be deemed to be conclusively proved and established by a written certificate of the District, and such certificate shall be full warrant to the Trustee for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

The Trustee shall have no duty or obligation whatsoever to enforce the collection of Special Taxes or other funds to be deposited with it hereunder, or as to the correctness of any amounts received, but its liability shall be limited to the proper accounting for such funds as it shall actually receive. No provision in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of its rights or powers.

The Trustee shall not be deemed to have knowledge of any default or Event of Default until an officer at the Trustee's corporate trust office responsible for the administration of its duties hereunder shall have actual knowledge thereof or the Trustee shall have received written notice thereof at its corporate trust office.

Section 7.5 **Merger or Consolidation**. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, shall be the successor to the Trustee without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

ARTICLE VIII

EVENTS OF DEFAULT; REMEDIES

Section 8.1 **Events of Default**. Any one or more of the following events shall constitute an "event of default" (each, an "Event of Default"):

(a) default in the due and punctual payment of the principal of or redemption premium, if any, on any Bond or Parity Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by declaration or otherwise;

(b) default in the due and punctual payment of the interest on any Bond or Parity Bond when and as the same shall become due and payable; or

(c) except as described in (a) or (b), default shall be made by the District in the observance of any of the agreements, conditions or covenants on its part contained in this Indenture, the Bonds or any Parity Bonds, and such default shall have continued for a period of sixty (60) days after the District shall have been given notice in writing of such default by the Trustee or the Owners of twenty-five percent (25%), in aggregate principal amount of the Outstanding Bonds and Parity Bonds; provided, that if such default (other than a default arising from nonpayment of the Trustee's fees and expenses) be such that it cannot be corrected within

the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the District within the applicable period and diligently pursued until the default is corrected.

The Trustee agrees to give notice to the Owners as soon as practicable upon the occurrence of an Event of Default under (a) or (b) above and within sixty (60) days of the Trustee's knowledge of an Event of Default under (c) above.

Section 8.2 **Remedies of Owners**. Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Outstanding Bonds and Parity Bonds, and to enforce any rights of the Trustee under or with respect to this Indenture, including:

(a) By mandamus or other suit or proceeding at law or in equity to enforce his rights against the District and any of the members, officers and employees of the District, and to compel the District or any such members, officers or employees to perform and carry out their duties under the Act and their agreements with the Owners as provided in this Indenture;

(b) By suit in equity to enjoin any actions or things which are unlawful or violate the rights of the Owners; or

(c) By a suit in equity to require the District and its members, officers and employees to account as the trustee of an express trust.

If an Event of Default shall have occurred and be continuing and if requested so to do by the Owners of at least twenty-five percent (25%) in aggregate principal amount of Outstanding Bonds and Parity Bonds and if indemnified to its satisfaction, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article VIII, as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Owners of the Bonds and Parity Bonds.

No remedy herein conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy. Every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise, and may be exercised without exhausting and without regard to any other remedy conferred by the Act or any other law; provided, under no circumstance shall the Bonds, or the obligation of the District to pay installments of principal thereof and interest thereon, be accelerated.

Section 8.3 **Application of Revenues and Other Funds After Default.** Following the declaration by the Trustee of an Event of Default, all amounts received by the Trustee pursuant to any right given or action taken by the Trustee under the provisions of this Indenture relating to the Bonds and Parity Bonds shall be applied by the Trustee in the following order upon presentation of the several Bonds and Parity Bonds:

First, to the payment of the fees, costs and expenses of the Trustee in declaring such Event of Default and in carrying out the provisions of this Article VIII, including reasonable compensation to its agents, attorneys and counsel, and to the payment of all other outstanding fees and expenses of the Trustee; and

Second, to the payment of the whole amount of interest on and principal of the Bonds and Parity Bonds then due and unpaid, with interest on overdue installments of principal and interest to the extent permitted by law at the net effective rate of interest then borne by the Outstanding Bonds and Parity Bonds; provided, however, that in the event such amounts shall be insufficient to pay in full the full amount of such interest and principal, then such amounts shall be applied in the following order of priority:

(a) first to the payment of all installments of interest on the Bonds and Parity Bonds then due and unpaid on a pro rata basis based on the total amount then due and owing,

(b) second, to the payment of all installments of principal, including Sinking Fund Payments, of the Bonds and Parity Bonds then due and unpaid on a pro rata basis based on the total amount then due and owing, and

(c) third, to the payment of interest on overdue installments of principal and interest on the Bonds and Parity Bonds on a pro rata basis based on the total amount then due and owing.

Third, to deposit such amounts in the Reserve Account to restore the balance therein to the Reserve Requirement.

After payment or deposit of such amounts, the Trustee may apply any remaining amounts received toward the payment of any rebate amounts pursuant to Section 3.7 or to the payment of the fees, costs and expenses of the District in connection with such Event of Default.

Section 8.4 **Power of Trustee to Control Proceedings.** In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Owners of twenty-five percent (25%) in aggregate principal amount of the Bonds and Parity Bonds then Outstanding, it shall have full power, in the exercise of its discretion for the best interests of the Owners of the Bonds and Parity Bonds, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee shall not, unless there no longer continues an Event of Default, discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if at the time there has been filed with it a written request signed by the Owners of a majority in aggregate principal amount of the Outstanding Bonds and Parity Bonds hereunder opposing such discontinuance, withdrawal, compromise, settlement or other such litigation. Any suit, action or proceeding which any Owner of Bonds or Parity Bonds shall have the right to bring to enforce any right or remedy hereunder may be brought by the Trustee for the equal benefit and protection of all Owners of Bonds and Parity Bonds similarly situated and the Trustee is hereby appointed (and the successive respective Owners of the Bonds and Parity Bonds issued hereunder, by taking and holding the same, shall be conclusively deemed so to have appointed it) the true and lawful attorney in fact of the respective Owners of the Bonds and Parity Bonds for the purposes of bringing any such suit, action or proceeding and to do and perform any and all acts and things for and on behalf of the respective Owners of the Bonds and

Parity Bonds as a class or classes, as may be necessary or advisable in the opinion of the Trustee as such attorney-in-fact.

Section 8.5 **Appointment of Receivers.** Upon the occurrence of an Event of Default hereunder, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners of the Bonds and Parity Bonds under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Net Taxes and other amounts pledged hereunder, pending such proceedings, with such powers as the court making such appointment(s) shall confer.

Section 8.6 **Non-Waiver**. Nothing in this Article VIII or in any other provision of this Indenture, or in the Bonds or the Parity Bonds, shall affect or impair the obligation of the District, which is absolute and unconditional, to pay the interest on and principal of the Bonds and Parity Bonds to the respective Owners of the Bonds and Parity Bonds at the respective dates of maturity, as herein provided, out of the Net Taxes and other moneys herein pledged for such payment.

A waiver of any default or breach of duty or contract by the Trustee or any Owners shall not affect any subsequent default or breach of duty or contract, or impair any rights or remedies on any such subsequent default or breach. No delay or omission of the Trustee or any Owner of any of the Bonds or Parity Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy conferred upon the Trustee or the Owners by the Act or by this Article VIII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Trustee or the Owners, as the case may be.

Section 8.7 **Limitation on Rights and Remedies of Owners.** No Owner of any Bond or Parity Bond issued hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Indenture, unless (a) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default; (b) the Owners of a majority in aggregate principal amount of all the Bonds and Parity Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (c) said Owners shall have tendered to the Trustee indemnity reasonably acceptable to the Trustee against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Bonds and Parity Bonds of any remedy hereunder; it being understood and intended that no one or more Owners of Bonds and Parity Bonds shall have any right in any manner whatever by his or their action to enforce any right under this Indenture, except in the manner herein provided, and that all proceedings at law or in equity to enforce any provision of this Indenture shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Bonds and Parity Bonds.

The right of any Owner of any Bond and Parity Bond to receive payment of the principal of and interest and premium (if any) on such Bond and Parity Bond as herein provided or to institute suit for the enforcement of any such payment, shall not be impaired or affected without the written consent of such Owner, notwithstanding the foregoing provisions of this Section or any other provision of this Indenture.

Section 8.8 **Termination of Proceedings.** In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case, the District, the Trustee and the Owners shall be restored to their former positions and rights hereunder, respectively, with regard to the property subject to this Indenture, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

ARTICLE IX

DEFEASANCE AND PARITY REFUNDING BONDS

Section 9.1 **Defeasance**. If the District shall pay or cause to be paid, or there shall otherwise be paid, to the Owner of an Outstanding Bond or Parity Bond the interest due thereon and the principal thereof, at the times and in the manner stipulated in this Indenture or any Supplemental Indenture, then the Owner of such Bond or Parity Bond shall cease to be entitled to the pledge of Net Taxes, and, other than as set forth below, all covenants, agreements and other obligations of the District to the Owner of such Bond or Parity Bond under this Indenture and any Supplemental Indenture relating to such Parity Bond shall thereupon cease, terminate and become void and be discharged and satisfied. In the event of a defeasance of all Outstanding Bonds and Parity Bonds pursuant to this Section, the Trustee shall execute and deliver to the District all such instruments as may be desirable to evidence such discharge and satisfaction, and the Trustee shall pay over or deliver to the District's general fund all money or securities held by it pursuant to this Indenture which are not required for the payment of the principal of, premium, if any, and interest due on such Bonds and Parity Bonds.

Any Outstanding Bond or Parity Bond shall be deemed to have been paid within the meaning expressed in the first paragraph of this Section if such Bond or Parity Bond is paid in any one or more of the following ways:

(a) by paying or causing to be paid the principal of, premium, if any, and interest on such Bond or Parity Bond, as and when the same become due and payable;

(b) by depositing with the Trustee, in trust, at or before maturity, money which, together with the amounts then on deposit in the Special Tax Fund (exclusive of the Administrative Expenses Account) and available for such purpose, is fully sufficient to pay the principal of, premium, if any, and interest on such Bond or Parity Bond, as and when the same shall become due and payable; or

(c) by depositing with the Trustee or another escrow bank appointed by the District, in trust, Federal Securities, in which the District may lawfully invest its money, in such amount

as will be sufficient, together with the interest to accrue thereon and moneys then on deposit in the Special Tax Fund (exclusive of the Administrative Expenses Account) and available for such purpose, together with the interest to accrue thereon, to pay and discharge the principal of, premium, if any, and interest on such Bond or Parity Bond, as and when the same shall become due and payable.

If paid as provided above, then, at the election of the District, and notwithstanding that any Outstanding Bonds and Parity Bonds shall not have been surrendered for payment, all obligations of the District under this Indenture and any Supplemental Indenture with respect to such Bond or Parity Bond shall cease and terminate, except for the obligation of the Trustee to pay or cause to be paid to the Owners of any such Bond or Parity Bond not so surrendered and paid, all sums due thereon and except for the covenants of the District contained in Section 5.2(e) or any covenants in a Supplemental Indenture relating to compliance with the Code. Notice of such election shall be filed with the Trustee not less than ten (10) days prior to the proposed defeasance date, or such shorter period of time as may be acceptable to the Trustee in the sole discretion of the Trustee. In connection with a defeasance under (c) above, there shall be provided to the District and the Trustee a verification report from an independent nationally recognized certified public accountant stating its opinion as to the sufficiency of the moneys or securities deposited with the Trustee or the escrow bank to pay and discharge the principal of, premium, if any, and interest on all Outstanding Bonds and Parity Bonds to be defeased in accordance with this Section, as and when the same shall become due and payable. In connection with a defeasance under (b) or (c) above, there also shall be provided to the District and the Trustee an opinion of Bond Counsel (which may rely upon the opinion of the certified public accountant) to the effect that the Bonds or Parity Bonds being defeased have been legally defeased in accordance with this Indenture and any applicable Supplemental Indenture.

Upon a defeasance, the Trustee, upon request of the District, shall release the rights of the Owners of such Bonds and Parity Bonds which have been defeased under this Indenture and any Supplemental Indenture and execute and deliver to the District all such instruments as may be desirable to evidence such release, discharge and satisfaction. In the case of a defeasance hereunder of all Outstanding Bonds and Parity Bonds, the Trustee shall pay over or deliver to the District any funds held by the Trustee at the time of a defeasance, which are not required for the purpose of paying and discharging the principal of or interest on the Bonds and Parity Bonds when due. The Trustee shall, at the written direction of the District, mail, first class, postage prepaid, a notice to the Bondowners whose Bonds or Parity Bonds have been defeased, in the form directed by the District, stating that the defeasance has occurred.

Section 9.2 **Conditions for the Issuance of Parity Refunding Bonds**. For the sole purpose of refunding all or a portion of the Bonds or any Parity Bonds then Outstanding, the District may at any time after the issuance and delivery of the Bonds hereunder issue Parity Bonds payable from the Net Taxes and other amounts deposited in the Special Tax Fund (other than in the Administrative Expenses Account therein and any Subaccounts of the Reserve Account not designated herein for the benefit of such Bonds or Parity Bonds) and secured by a lien and charge upon such amounts equal to the lien and charge securing the Outstanding Bonds and any other Parity Bonds theretofore issued hereunder or under any Supplemental Indenture. Parity Bonds issued are subject to the following additional specific conditions, which are hereby made conditions precedent to the issuance of any such Parity Bonds:

(a) The District shall be in compliance with all covenants set forth in this Indenture and any Supplemental Indenture then in effect and a certificate of the District to that effect shall have been filed with the Trustee; provided, however, that Parity Bonds may be issued notwithstanding that the District is not in compliance with all such covenants so long as immediately following the issuance of such Parity Bonds the District will be in compliance with all such covenants.

(b) The issuance of such Parity Bonds shall have been duly authorized pursuant to the Act and all applicable laws, and the issuance of such Parity Bonds shall have been provided for by a Supplemental Indenture duly adopted by the District which shall specify the following:

(1) that such Parity Bonds are to be issued for the purpose of refunding all or a portion of the Bonds or Parity Bonds then Outstanding, as applicable, and the fund or funds into which the proceeds thereof are to be deposited, including a provision requiring the proceeds of such Parity Bonds to be applied solely for the purpose of refunding any Outstanding Bonds or Parity Bonds, including payment of all costs and the funding of all reserves incidental to or connected with such refunding;

(2) the authorized principal amount of such Parity Bonds;

(3) the date and the maturity date or dates of such Parity Bonds; provided that (i) each maturity date shall fall on a September 1, (ii) all such Parity Bonds of like maturity shall be identical in all respects, except as to number, and (iii) fixed serial maturities or Sinking Fund Payments, or any combination thereof, shall be established to provide for the retirement of all such Parity Bonds on or before their respective maturity dates;

(4) the description of the Parity Bonds, the place of payment thereof and the procedure for execution and authentication;

(5) the denominations and method of numbering of such Parity Bonds;

(6) the amount and due date of each mandatory Sinking Fund Payment, if any, for such Parity Bonds;

(7) the amount, if any, to be deposited from the proceeds of such Parity Bonds in the Reserve Account of the Special Tax Fund to increase the amount therein to the Reserve Requirement;

(8) the form of such Parity Bonds; and

(9) such other provisions as are necessary or appropriate and not inconsistent with this Indenture.

(c) The District shall have received the following documents or money or securities, all of such documents dated or certified, as the case may be, as of the date of delivery of such Parity Bonds by the Trustee (unless the Trustee shall accept any of such documents bearing a prior date):

(1) a certified copy of the Supplemental Indenture authorizing the issuance of such Parity Bonds;

(2) a written request of the District as to the delivery of such Parity Bonds;

(3) an opinion of Bond Counsel and/or general counsel to the District to the effect that (a) the District has the right and power under the Act to adopt this Indenture and the Supplemental Indentures relating to such Parity Bonds, and this Indenture and all such Supplemental Indentures have been duly and lawfully adopted by the District, are in full force and effect and are valid and binding upon the District and enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights); (b) this Indenture creates the valid pledge which it purports to create of the Net Taxes and other amounts as provided in this Indenture, subject to the application thereof to the purposes and on the conditions permitted by this Indenture; and (c) such Parity Bonds are valid and binding limited obligations of the District, enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights) and the terms of this Indenture and all Supplemental Indentures thereto and entitled to the benefits of this Indenture and all such Supplemental Indentures, and such Parity Bonds have been duly and validly authorized and issued in accordance with the Act (or other applicable laws) and this Indenture and all such Supplemental Indentures; and a further opinion of Bond Counsel to the effect that, assuming compliance by the District with certain tax covenants, the issuance of the Parity Bonds will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds and any Parity Bonds theretofore issued on a Tax-exempt basis, or the exemption from State of California personal income taxation of interest on any Outstanding Bonds and Parity Bonds theretofore issued;

(4) a certificate of the District containing such statements as may be reasonably necessary to show compliance with the requirements of this Indenture;

(5) a certificate of an Independent Financial Consultant certifying that in each Bond Year the Annual Debt Service on the Bonds and Parity Bonds to remain Outstanding following the issuance of the Parity Bonds proposed to be issued is less than the Annual Debt Service on the Bonds and Parity Bonds Outstanding prior to the issuance of such Parity Bonds; and

(6) such further documents, money and securities as are required by the provisions of this Indenture and the Supplemental Indenture providing for the issuance of such Parity Bonds.

ARTICLE X

MISCELLANEOUS

Section 10.1 **Cancellation of Bonds and Parity Bonds**. All Bonds and Parity Bonds surrendered to the Trustee for payment upon maturity or for redemption shall be upon payment therefor, and any Bond or Parity Bond purchased by the District as authorized herein and delivered to the Trustee for such purpose shall be, cancelled forthwith and shall not be reissued. The Trustee shall destroy such Bonds and Parity Bonds, as provided by law, and furnish to the District a certificate of such destruction.

Section 10.2 **Execution of Documents and Proof of Ownership**. Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by this Indenture to be signed or executed by Bondowners may be in any number of concurrent instruments of similar tenor may be signed or executed by such Owners in person or by their attorneys appointed by an instrument in writing for that purpose, or by the bank, trust company or other depository for such Bonds. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, and of the ownership of Bonds or Parity Bonds shall be sufficient for the purposes of this Indenture (except as otherwise herein provided), if made in the following manner:

(a) The fact and date of the execution by any Owner or his or her attorney of any such instrument and of any instrument appointing any such attorney, may be proved by a signature guarantee of any bank or trust company located within the United States of America. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such signature guarantee shall also constitute sufficient proof of his authority.

(b) As to any Bond or Parity Bond, the person in whose name the same shall be registered in the Bond Register shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Bond or Parity Bond, and the interest thereon, shall be made only to or upon the order of the registered Owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond or Parity Bond and the interest thereon to the extent of the sum or sums to be paid. Neither the District nor the Trustee shall be affected by any notice to the contrary.

Nothing contained in this Indenture shall be construed as limiting the Trustee or the District to such proof, it being intended that the Trustee or the District may accept any other evidence of the matters herein stated which the Trustee or the District may deem sufficient. Any request or consent of the Owner of any Bond or Parity Bond shall bind every future Owner of the same Bond or Parity Bond in respect of anything done or suffered to be done by the Trustee or the District in pursuance of such request or consent.

Section 10.3 **Unclaimed Moneys**. Anything in this Indenture to the contrary notwithstanding, any money held by the Trustee in trust for the payment and discharge of any of the Outstanding Bonds and Parity Bonds which remain unclaimed for two (2) years after the date

when such Outstanding Bonds or Parity Bonds have become due and payable, if such money was held by the Trustee at such date, or for two (2) years after the date of deposit of such money if deposited with the Trustee after the date when such Outstanding Bonds or Parity Bonds become due and payable, shall be repaid by the Trustee to the District, as its absolute property and free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Owners shall look only to the District for the payment of such Outstanding Bonds or Parity Bonds; provided, however, that, before being required to make any such payment to the District, the Trustee, at the expense of the District, shall cause to be mailed by first class mail, postage prepaid, to the registered Owners of such Outstanding Bonds or Parity Bonds at their addresses as they appear on the registration books of the Trustee a notice that said money remains unclaimed and that, after a date named in said notice, which date shall not be less than thirty (30) days after the date of the mailing of such notice, the balance of such money then unclaimed will be returned to the District.

Section 10.4 **Provisions Constitute Contract**. The provisions of this Indenture shall constitute a contract between the District and the Bondowners, and the provisions hereof shall be construed in accordance with the laws of the State of California.

In case any suit, action or proceeding to enforce any right or exercise any remedy shall be brought or taken and, should said suit, action or proceeding be abandoned, or be determined adversely to the Bondowners or the Trustee, then the District, the Trustee and the Bondowners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

After the issuance and delivery of the Bonds this Indenture shall be irrepealable, but shall be subject to modifications to the extent and in the manner provided in this Indenture, but to no greater extent and in no other manner.

Section 10.5 **Future Contracts**. Nothing herein contained shall be deemed to restrict or prohibit the District from making contracts or creating bonded or other indebtedness payable from a pledge of the Net Taxes which is subordinate to the pledge hereunder, or which is payable from the general fund of the District or from taxes or any source other than the Net Taxes and other amounts pledged hereunder.

Section 10.6 **Further Assurances**. The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture, and for the better assuring and confirming unto the Owners of the Bonds or any Parity Bonds the rights and benefits provided in this Indenture.

Section 10.7 **Severability**. If any covenant, agreement or provision, or any portion thereof, contained in this Indenture, or the application thereof to any person or circumstance, is held to be unconstitutional, invalid or unenforceable, the remainder of this Indenture and the application of any such covenant, agreement or provision, or portion thereof, to other persons or circumstances, shall be deemed severable and shall not be affected thereby, and this Indenture, the Bonds and any Parity Bonds issued pursuant hereto shall remain valid and the Bondowners

shall retain all valid rights and benefits accorded to them under the laws of the State of California.

Section 10.8 **Notices**. Any notices required to be given to the District with respect to the Bonds or this Indenture shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, by overnight mail, as a .pdf attachment to electronic mail, or by facsimile or other form of telecommunication, confirmed by telephone at its number set forth below. Notice shall be effective either (i) upon transmission by facsimile or other form of telecommunication (provided that receipt is confirmed), (ii) 48 hours after deposit in the United States first class mail, postage prepaid, (iii) in the case of overnight mail, upon delivery to the addressed destination, or (iv) in the case of personal delivery to any person, upon actual receipt. The District or the Trustee may, by written notice to the other party, from time to time modify the address or number to which communications are to be given hereunder.

If to the District:	City of Upland 460 N. Euclid Avenue Upland, California 91786 Attention: City Manager Facsimile: (909) 931-4123 Telephone: (909) 931-4106 Email: citymanager@ci.upland.ca.us
If to the Trustee:	U.S. Bank National Association 633 West Fifth Street, 24th Floor Los Angeles, California 90071 Attention: Global Corporate Trust Facsimile: (213) 615-6199 Telephone: (213) 615-6024 Email: julia.hommel@usbank.com

The District and the Trustee may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, COMMUNITY FACILITIES DISTRICT NO. 2015-1 (SYCAMORE HILLS) OF THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, has caused this Bond Indenture to be signed by the Mayor of the City of Upland, as authorized by the City Council of the City of Upland acting as the legislative body of the District, and attested thereto by the City Clerk of the City of Upland, and U.S. BANK NATIONAL ASSOCIATION, in token of its acceptance of the trust created hereunder, has caused this Bond Indenture to be signed in its corporate name by its officer identified below, all as of the day and year first above written.

COMMUNITY FACILITIES DISTRICT NO. 2015-1 (SYCAMORE HILLS) OF THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

By: _____
Mayor of the City of Upland, California

ATTEST:

_____
City Clerk of the City of Upland, California

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: _____
Its: Authorized Officer

EXHIBIT A

FORM OF SPECIAL TAX BOND, SERIES 2019A (IMPROVEMENT AREA NO. 1)

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the District or the Trustee for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

R-__ $_____

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

COMMUNITY FACILITIES DISTRICT NO. 2015-1 (SYCAMORE HILLS) OF THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
SPECIAL TAX BOND
SERIES 2019A (IMPROVEMENT AREA NO. 1)

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
____%	September 1, 20__	_____, 2019	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

COMMUNITY FACILITIES DISTRICT NO. 2015-1 (SYCAMORE HILLS) OF THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA (the "District"), which was formed by the City of Upland (the "City") and is situated in the County of San Bernardino, State of California, FOR VALUE RECEIVED, hereby promises to pay, solely from certain amounts held under the Indenture (as hereinafter defined), to the Registered Owner named above, or registered assigns, on the Maturity Date set forth above, unless redeemed prior thereto as hereinafter provided, the Principal Amount set forth above, and to pay interest on such Principal Amount from the Interest Payment Date (as hereinafter defined) next preceding the date of authentication hereof, unless (i) the date of authentication is an Interest Payment Date in which event interest shall be payable from such date of authentication, (ii) the date of authentication is after a Record Date (as hereinafter defined) but prior to the immediately succeeding Interest Payment Date, in which event interest shall be payable from the Interest Payment Date immediately succeeding the date of authentication, or (iii) the date of authentication is prior to the close of business on the first Record Date in which event interest

shall be payable from the Dated Date set forth above. Notwithstanding the foregoing, if at the time of authentication of this Bond interest is in default, interest on this Bond shall be payable from the last Interest Payment Date to which the interest has been paid or made available for payment or, if no interest has been paid or made available for payment, interest on this Bond shall be payable from the Dated Date set forth above. Interest will be paid semiannually on March 1 and September 1 (each, an "Interest Payment Date"), commencing [March 1, 2020], at the Interest Rate set forth above, until the Principal Amount hereof is paid or made available for payment.

The principal of and premium, if any, on this Bond are payable to the Registered Owner hereof in lawful money of the United States of America upon presentation and surrender of this Bond at the Principal Office of the Trustee (as such term is defined in the Indenture (as defined below)), initially U.S. Bank National Association (the "Trustee"). Interest on this Bond shall be paid by check of the Trustee mailed on the Interest Payment Date by first class mail, postage prepaid, or in certain circumstances described in the Indenture by wire transfer to an account within the United States of America, to the Registered Owner hereof as of the close of business on the fifteenth day of the month preceding the Interest Payment Date (the "Record Date") at such Registered Owner's address as it appears on the registration books maintained by the Trustee.

This Bond is one of a duly authorized issue of "Community Facilities District No. 2015-1 (Sycamore Hills) of the City of Upland, County of San Bernardino, State of California, Special Tax Bonds, Series 2019A (Improvement Area No. 1)" (the "Bonds") issued in the aggregate principal amount of $_____ pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being Sections 53311, et seq., of the California Government Code (the "Act") for the purpose of financing certain public facilities, funding certain capitalized interest on the Deemed Escrow Bonds (as defined hereinbelow) and a reserve subaccount, and paying certain costs related to the issuance of the Bonds. The issuance of the Bonds and the terms and conditions thereof are provided for by a resolution adopted by the City Council of the City acting in its capacity as the legislative body of the District (the "Legislative Body") on [June 24], 2019 and a Bond Indenture dated as of [July 1, 2019], by and between the District and the Trustee executed in connection therewith (the "Indenture"), and this reference incorporates the Indenture herein, and by acceptance hereof the Registered Owner of this Bond assents to said terms and conditions. The Indenture is executed under and this Bond is issued under, and both are to be construed in accordance with, the laws of the State of California.

Pursuant to the Act and the Indenture, the principal of, premium, if any, and interest on this Bond are payable solely from the portion of the annual special taxes authorized under the Act to be levied and collected within the District (the "Special Taxes") and certain other amounts pledged to the repayment of the Bonds as set forth in the Indenture. Any amounts for the payment hereof shall be limited to the Special Taxes pledged and collected or foreclosure proceeds received following a default in payment of the Special Taxes and other amounts deposited to the Special Tax Fund (other than the Administrative Expenses Account therein and any Subaccounts of the Reserve Account not designated in the Indenture for the benefit of this Bond) established under the Indenture, except to the extent that other provision for payment has been made by the Legislative Body, as may be permitted by law. The District has covenanted for the benefit of the owners of the Bonds that under certain circumstances described in the

Indenture it will commence and diligently pursue to completion judicial foreclosure proceedings in the event of delinquencies of Special Tax installments levied for payment of principal and interest on the Bonds.

The Bonds are limited obligations of the District and are payable from, and are secured by, a first pledge of and lien on the Net Taxes (as that term is defined in the Indenture) on a parity with the District's $_____ original aggregate principal amount Special Tax Bonds, Taxable Series 2019B (Improvement Area No. 1) (the "Series 2019B Bonds"), issued concurrently with the Bonds.

The Bonds maturing on or before September 1, [2026] are not subject to optional redemption prior to maturity. The Bonds maturing on or after September 1, [2027] shall be subject to call and redemption prior to maturity and may be redeemed, at the option of the District, from any source of funds on any date on or after September 1, [2026] in whole, or in part, from such maturities as are selected by the District and by lot within a maturity, at the following redemption prices expressed as a percentage of the principal amount to be redeemed, together with accrued interest to the date of redemption:

Redemption Dates	**Redemption Price**
[September 1, 2026 through August 31, 2027]	[103%]
[September 1, 2027 through August 31, 2028]	[102]
[September 1, 2028 through August 31, 2029]	[101]
[September 1, 2029 and thereafter]	[100]

The Bonds maturing on September 1, 20__, September 1, 20__, and September 1, 20__ are subject to mandatory sinking fund redemption, in whole or in part by lot, on September 1 each year commencing September 1, 20__, September 1, 20__, and September 1, 20__, respectively, as provided in the Indenture.

The Bonds are subject to extraordinary redemption as a whole, or in part proportionately between the Bonds and the Series 2019B Bonds as described further in the Indenture, and on a pro rata basis among maturities of each such Series in integral multiples of $5,000, as nearly as possible, on any Interest Payment Date, and shall be redeemed by the Trustee, from Prepayments of Special Taxes deposited to the Redemption Account, plus any amounts authorized to be transferred from the Reserve Account pursuant to the Indenture in connection with such transfers, at the following redemption prices, expressed as a percentage of the principal amount to be redeemed, together with accrued interest to the redemption date:

Redemption Dates	**Redemption Price**
[On or before March 1, 2027]	[103%]
[September 1, 2027 and March 1, 2028]	[102]
[September 1, 2028 and March 1, 2029]	[101]
[September 1, 2029 and thereafter]	[100]

So long as moneys remain on deposit in the Escrow Fund, a portion of the Bonds in the aggregate principal amount of $_____ maturing on September 1, ____ and in the

aggregate principal amount of $_____ maturing on September 1, ____ (collectively, the "Deemed Escrow Bonds") are subject to special mandatory redemption on June 1, 2022 in whole, or in part, from such maturities of the Deemed Escrow Bonds as are selected by the District and by lot within a maturity, from amounts transferred from the Escrow Fund to the Redemption Account pursuant to Section 3.11 of the Indenture, in integral multiples of $5,000, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest thereon to the date of redemption, without premium. In the event of a special mandatory redemption of Deemed Escrow Bonds from Escrow Fund transfers, each of the remaining Sinking Fund Payments for the maturity of Series 2019A Term Bonds of which the Deemed Escrow Bonds comprise a portion will be reduced, as nearly as practicable, on a *pro rata* basis, in integral multiples of $5,000.

Notice of redemption with respect to the Bonds to be redeemed shall be mailed to the registered owners thereof not less than thirty (30) nor more than forty-five (45) days prior to the redemption date by first class mail, postage prepaid, to the addresses set forth in the registration books. Neither a failure of the Registered Owner hereof to receive such notice nor any defect therein will affect the validity of the proceedings for redemption. All Bonds or portions thereof so called for redemption will cease to accrue interest on the specified redemption date, provided that funds for the redemption are on deposit with the Trustee on the redemption date. Thereafter, the registered owners of such Bonds shall have no rights except to receive payment of the redemption price upon the surrender of the Bonds.

The District shall have the right to rescind any optional redemption by written notice to the Trustee one (1) Business Day prior to the date fixed for redemption. Any notice of optional redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. The District and the Trustee shall have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Trustee shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent.

This Bond shall be registered in the name of the Registered Owner hereof, as to both principal and interest, and the District and the Trustee may treat the Registered Owner hereof as the absolute owner for all purposes and shall not be affected by any notice to the contrary.

The Bonds are issuable only in fully registered form in the denomination of $5,000 or any integral multiple thereof and may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations of the same issue and maturity, all as more fully set forth in the Indenture. This Bond is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the Principal Office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, upon surrender and cancellation of this Bond. Upon such transfer, a new registered Bond of authorized denomination or denominations for the same aggregate principal amount of the same issue and maturity will be issued to the transferee in exchange therefor.

The Trustee shall not be required to register transfers or make exchanges of (i) any Bonds for a period of fifteen (15) days next preceding any selection of the Bonds to be redeemed, or (ii) any Bonds chosen for redemption.

The rights and obligations of the District and of the registered owners of the Bonds may be amended at any time, and in certain cases without notice to or the consent of the registered owners, to the extent and upon the terms provided in the Indenture.

THE BONDS DO NOT CONSTITUTE OBLIGATIONS OF THE CITY OF UPLAND OR OF THE DISTRICT FOR WHICH THE CITY OF UPLAND OR THE DISTRICT IS OBLIGATED TO LEVY OR PLEDGE, OR HAS LEVIED OR PLEDGED, GENERAL OR SPECIAL TAXES, OTHER THAN THE SPECIAL TAXES REFERENCED HEREIN. THE BONDS ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE FROM THE PORTION OF THE SPECIAL TAXES AND OTHER AMOUNTS PLEDGED UNDER THE INDENTURE BUT ARE NOT A DEBT OF THE CITY OF UPLAND, THE STATE OF CALIFORNIA OR ANY OF ITS POLITICAL SUBDIVISIONS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR RESTRICTION.

This Bond shall not become valid or obligatory for any purpose until the certificate of authentication and registration hereon endorsed shall have been dated and signed by the Trustee.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the District, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

IN WITNESS WHEREOF, Community Facilities District No. 2015-1 (Sycamore Hills) of the City of Upland, County of San Bernardino, State of California, has caused this Bond to be dated as of _____, 2019, to be signed on behalf of the District by the Mayor of the City by her facsimile signature and attested by the facsimile signature of the City Clerk of the City.

COMMUNITY FACILITIES DISTRICT NO. 2015-1 (SYCAMORE HILLS) OF THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

_____
Mayor of the City of Upland, California

ATTEST:

_____
City Clerk of
the City of Upland, California

==========

[FORM OF TRUSTEE'S CERTIFICATE
OF AUTHENTICATION AND REGISTRATION]

This is one of the Bonds described in the within-mentioned Indenture which has been registered on the Bond registration books.

Dated: _____, 2019

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: _____
Its: Authorized Signatory

==========

[FORM OF ASSIGNMENT]

For value received the undersigned hereby sell(s), assign(s) and transfer(s) unto

_____

_____

_____

(Name, Address, and Tax Identification or Social Security Number of Assignee)

the within-mentioned Bond and hereby irrevocably constitute(s) and appoint(s)

_____ attorney, to transfer the same on the Registration Books of the Trustee with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Note: Signature must be guaranteed by a member of an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or other similar program.	Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

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EXHIBIT B

FORM OF SPECIAL TAX BOND, TAXABLE SERIES 2019B (IMPROVEMENT AREA NO. 1)

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the District or the Trustee for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

R-__ $_____

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

COMMUNITY FACILITIES DISTRICT NO. 2015-1 (SYCAMORE HILLS) OF THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
SPECIAL TAX BOND
TAXABLE SERIES 2019B (IMPROVEMENT AREA NO. 1)

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
____%	September 1, 20__	_____, 2019	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

COMMUNITY FACILITIES DISTRICT NO. 2015-1 (SYCAMORE HILLS) OF THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA (the "District"), which was formed by the City of Upland (the "City") and is situated in the County of San Bernardino, State of California, FOR VALUE RECEIVED, hereby promises to pay, solely from certain amounts held under the Indenture (as hereinafter defined), to the Registered Owner named above, or registered assigns, on the Maturity Date set forth above, unless redeemed prior thereto as hereinafter provided, the Principal Amount set forth above, and to pay interest on such Principal Amount from the Interest Payment Date (as hereinafter defined) next preceding the date of authentication hereof, unless (i) the date of authentication is an Interest Payment Date in which event interest shall be payable from such date of authentication, (ii) the date of authentication is after a Record Date (as hereinafter defined) but prior to the immediately succeeding Interest Payment Date, in which event interest shall be payable from the Interest Payment Date immediately succeeding the date of authentication, or (iii) the date of

authentication is prior to the close of business on the first Record Date in which event interest shall be payable from the Dated Date set forth above. Notwithstanding the foregoing, if at the time of authentication of this Bond interest is in default, interest on this Bond shall be payable from the last Interest Payment Date to which the interest has been paid or made available for payment or, if no interest has been paid or made available for payment, interest on this Bond shall be payable from the Dated Date set forth above. Interest will be paid semiannually on March 1 and September 1 (each, an "Interest Payment Date"), commencing [March 1, 2020], at the Interest Rate set forth above, until the Principal Amount hereof is paid or made available for payment.

The principal of and premium, if any, on this Bond are payable to the Registered Owner hereof in lawful money of the United States of America upon presentation and surrender of this Bond at the Principal Office of the Trustee (as such term is defined in the Indenture (as defined below)), initially U.S. Bank National Association (the "Trustee"). Interest on this Bond shall be paid by check of the Trustee mailed on the Interest Payment Date by first class mail, postage prepaid, or in certain circumstances described in the Indenture by wire transfer to an account within the United States of America, to the Registered Owner hereof as of the close of business on the fifteenth day of the month preceding the Interest Payment Date (the "Record Date") at such Registered Owner's address as it appears on the registration books maintained by the Trustee.

This Bond is one of a duly authorized issue of "Community Facilities District No. 2015-1 (Sycamore Hills) of the City of Upland, County of San Bernardino, State of California, Special Tax Bonds, Taxable Series 2019B (Improvement Area No. 1)" (the "Bonds") issued in the aggregate principal amount of $_____ pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being Sections 53311, et seq., of the California Government Code (the "Act") for the purpose of financing certain public facilities, funding a reserve subaccount, and paying certain costs related to the issuance of the Bonds. The issuance of the Bonds and the terms and conditions thereof are provided for by a resolution adopted by the City Council of the City acting in its capacity as the legislative body of the District (the "Legislative Body") on [June 24], 2019 and a Bond Indenture dated as of [July 1, 2019], by and between the District and the Trustee executed in connection therewith (the "Indenture"), and this reference incorporates the Indenture herein, and by acceptance hereof the Registered Owner of this Bond assents to said terms and conditions. The Indenture is executed under and this Bond is issued under, and both are to be construed in accordance with, the laws of the State of California.

Pursuant to the Act and the Indenture, the principal of, premium, if any, and interest on this Bond are payable solely from the portion of the annual special taxes authorized under the Act to be levied and collected within the District (the "Special Taxes") and certain other amounts pledged to the repayment of the Bonds as set forth in the Indenture. Any amounts for the payment hereof shall be limited to the Special Taxes pledged and collected or foreclosure proceeds received following a default in payment of the Special Taxes and other amounts deposited to the Special Tax Fund (other than the Administrative Expenses Account therein and any Subaccounts of the Reserve Account not designated in the Indenture for the benefit of this Bond) established under the Indenture, except to the extent that other provision for payment has been made by the Legislative Body, as may be permitted by law. The District has covenanted for the benefit of the owners of the Bonds that under certain circumstances described in the

Indenture it will commence and diligently pursue to completion judicial foreclosure proceedings in the event of delinquencies of Special Tax installments levied for payment of principal and interest on the Bonds.

The Bonds are limited obligations of the District and are payable from, and are secured by, a first pledge of and lien on the Net Taxes (as that term is defined in the Indenture) on a parity with the District's $_____ original aggregate principal amount Special Tax Bonds, Series 2019A (Improvement Area No. 1) (the "Series 2019A Bonds"), issued concurrently with the Bonds.

The Bonds maturing on or before September 1, [2026] are not subject to optional redemption prior to maturity. The Bonds maturing on or after September 1, [2027] shall be subject to call and redemption prior to maturity and may be redeemed, at the option of the District, from any source of funds on any date on or after September 1, [2026] in whole, or in part, from such maturities as are selected by the District and by lot within a maturity, at the following redemption prices expressed as a percentage of the principal amount to be redeemed, together with accrued interest to the date of redemption:

Redemption Dates	**Redemption Price**
[September 1, 2026 through August 31, 2027]	[103%]
[September 1, 2027 through August 31, 2028]	[102]
[September 1, 2028 through August 31, 2029]	[101]
[September 1, 2029 and thereafter]	[100]

The Bonds maturing on September 1, 20__, September 1, 20__, September 1, 20__, and September 1, 20__ are subject to mandatory sinking fund redemption, in whole or in part by lot, on September 1 each year commencing September 1, 20__, September 1, 20__, September 1, 20__, and September 1, 20__, respectively, as provided in the Indenture.

The Bonds are subject to extraordinary redemption as a whole, or in part proportionately between the Bonds and the Series 2019A Bonds as described further in the Indenture, and on a pro rata basis among maturities of each such Series in integral multiples of $5,000, as nearly as possible, on any Interest Payment Date, and shall be redeemed by the Trustee, from Prepayments of Special Taxes deposited to the Redemption Account, plus any amounts authorized to be transferred from the Reserve Account pursuant to the Indenture in connection with such transfers, at the following redemption prices, expressed as a percentage of the principal amount to be redeemed, together with accrued interest to the redemption date:

Redemption Dates	**Redemption Price**
[On or before March 1, 2027]	[103%]
[September 1, 2027 and March 1, 2028]	[102]
[September 1, 2028 and March 1, 2029]	[101]
[September 1, 2029 and thereafter]	[100]

Notice of redemption with respect to the Bonds to be redeemed shall be mailed to the registered owners thereof not less than thirty (30) nor more than forty-five (45) days prior to the

redemption date by first class mail, postage prepaid, to the addresses set forth in the registration books. Neither a failure of the Registered Owner hereof to receive such notice nor any defect therein will affect the validity of the proceedings for redemption. All Bonds or portions thereof so called for redemption will cease to accrue interest on the specified redemption date, provided that funds for the redemption are on deposit with the Trustee on the redemption date. Thereafter, the registered owners of such Bonds shall have no rights except to receive payment of the redemption price upon the surrender of the Bonds.

The District shall have the right to rescind any optional redemption by written notice to the Trustee one (1) Business Day prior to the date fixed for redemption. Any notice of optional redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. The District and the Trustee shall have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Trustee shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent.

This Bond shall be registered in the name of the Registered Owner hereof, as to both principal and interest, and the District and the Trustee may treat the Registered Owner hereof as the absolute owner for all purposes and shall not be affected by any notice to the contrary.

The Bonds are issuable only in fully registered form in the denomination of $5,000 or any integral multiple thereof and may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations of the same issue and maturity, all as more fully set forth in the Indenture. This Bond is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the Principal Office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, upon surrender and cancellation of this Bond. Upon such transfer, a new registered Bond of authorized denomination or denominations for the same aggregate principal amount of the same issue and maturity will be issued to the transferee in exchange therefor.

The Trustee shall not be required to register transfers or make exchanges of (i) any Bonds for a period of fifteen (15) days next preceding any selection of the Bonds to be redeemed, or (ii) any Bonds chosen for redemption.

The rights and obligations of the District and of the registered owners of the Bonds may be amended at any time, and in certain cases without notice to or the consent of the registered owners, to the extent and upon the terms provided in the Indenture.

THE BONDS DO NOT CONSTITUTE OBLIGATIONS OF THE CITY OF UPLAND OR OF THE DISTRICT FOR WHICH THE CITY OF UPLAND OR THE DISTRICT IS OBLIGATED TO LEVY OR PLEDGE, OR HAS LEVIED OR PLEDGED, GENERAL OR SPECIAL TAXES, OTHER THAN THE SPECIAL TAXES REFERENCED HEREIN. THE BONDS ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE FROM THE PORTION OF THE SPECIAL TAXES AND OTHER AMOUNTS PLEDGED UNDER THE INDENTURE BUT ARE NOT A DEBT OF THE CITY OF UPLAND, THE STATE OF

CALIFORNIA OR ANY OF ITS POLITICAL SUBDIVISIONS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR RESTRICTION.

This Bond shall not become valid or obligatory for any purpose until the certificate of authentication and registration hereon endorsed shall have been dated and signed by the Trustee.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the District, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

IN WITNESS WHEREOF, Community Facilities District No. 2015-1 (Sycamore Hills) of the City of Upland, County of San Bernardino, State of California, has caused this Bond to be dated as of _____, 2019, to be signed on behalf of the District by the Mayor of the City by her facsimile signature and attested by the facsimile signature of the City Clerk of the City.

COMMUNITY FACILITIES DISTRICT NO. 2015-1 (SYCAMORE HILLS) OF THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

_____
Mayor of the City of Upland, California

ATTEST:

_____
City Clerk of
the City of Upland, California

==========

[FORM OF TRUSTEE'S CERTIFICATE
OF AUTHENTICATION AND REGISTRATION]

This is one of the Bonds described in the within-mentioned Indenture which has been registered on the Bond registration books.

Dated: _____, 2019

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: _____
Its: Authorized Signatory

==========

[FORM OF ASSIGNMENT]

For value received the undersigned hereby sell(s), assign(s) and transfer(s) unto

_____

_____

_____
(Name, Address, and Tax Identification or Social Security Number of Assignee)

the within-mentioned Bond and hereby irrevocably constitute(s) and appoint(s)

_____ attorney, to transfer the same on the Registration Books of the Trustee with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Note: Signature must be guaranteed by a member of an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or other similar program.	Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

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EXHIBIT C

ADMINISTRATIVE EXPENSE PAYMENT REQUEST FORM

U.S. Bank National Association
Global Corporate Trust
633 West Fifth Street, 24th Floor
Los Angeles, California 90071

COMMUNITY FACILITIES DISTRICT NO. 2015-1 (SYCAMORE HILLS) OF THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
SPECIAL TAX BONDS, SERIES 2019 (IMPROVEMENT AREA NO. 1)
PAYMENT REQUEST NO. ____

The Trustee is hereby requested to pay from the Administrative Expenses Account of the Special Tax Fund established pursuant to the Bond Indenture, dated as of [July 1, 2019], by and between Community Facilities District No. 2015-1 (Sycamore Hills) of the City of Upland, County of San Bernardino, State of California (the "District"), with respect to its Improvement Area No. 1 and you, as Trustee, to the person, corporation, or other entity designated below as Payee, the sum set forth below such designation, in payment of the Administrative Expense(s) described below. The amount shown below is due and payable under a purchase order, contract, or other authorization with respect to the Administrative Expense described below and has not formed the basis of any prior request for payment.

Payee:

Address:

Amount: $

Description:

The Administrative Expense(s) described above are accepted by the District for its Improvement Area No. 1 and authorized to be paid to the Payee. For the current Bond Year (September 2 through September 1), the total amount of Administrative Expenses requested by the District for payment from the Administrative Expenses Account (including this Payment Request) is $_____, and includes Payment Requests Nos. _____.

All payments shall be made by check or wire transfer in accordance with the payment instructions set forth herein, and the Trustee shall rely on such payment instructions with no duty to investigate or inquire as to the authenticity of the payment instructions or the authority under which they were given.

Executed by the Authorized Representative of Community Facilities District No. 2015-1 (Sycamore Hills) of the City of Upland, County of San Bernardino, State of California

Signature: _____
Name: _____
Title: _____

EXHIBIT D

FORM OF REQUISITION FOR DISBURSEMENT OF PROJECT COSTS

COMMUNITY FACILITIES DISTRICT NO. 2015-1 (SYCAMORE HILLS) OF THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA SPECIAL TAX BONDS (IMPROVEMENT AREA NO. 1)

Requisition No. _____

Account: ____ SERIES 2019A (Tax-Exempt) ____ TAXABLE SERIES 2019B

U.S. Bank National Association, as Trustee, is hereby requested to pay from the Community Facilities District No. 2015-1 (Sycamore Hills) IA No. 1 Improvement Fund (the "Improvement Fund"), established by the Bond Indenture, dated as of [July 1, 2019] (the "Indenture"), by and between the Trustee and Community Facilities District No. 2015-1 (Sycamore Hills) of the City of Upland, County of San Bernardino, State of California (the "District"), the amount specified and to the payee named below for payment of the Project Costs set forth in Attachment No. 1 hereto:

Payee:

Address:

Purpose:

Amount: $

The amount is due and payable under purchase order, contract or other authorization and has not formed the basis of any prior request for payment. The conditions for the release of this amount from the Improvement Fund, including those conditions in Sections 3.10(b), (c) and (d) of the Indenture to the extent applicable, have been satisfied. Sections 3.10(b), (c) and (d) of the Indenture are summarized as follows:

- Section 3.10(b) - Development Impact Fees: Requisitions for all Project Costs identified on Exhibit B (Eligible DIFs) of the Acquisition Agreement with respect to Improvement Area No. 1 shall be submitted and approved by the District solely for disbursement from the Taxable Series 2019B Account of the Improvement Fund.

  ____ Please mark here if this Requisition is for development impact fees.

- Section 3.10(c) - Facilities Nos. 12 and 15: In furtherance of federal tax covenants set forth in the Indenture, any Requisition for Disbursement of Project Costs of those certain facilities identified on Exhibit A of the Acquisition Agreement as Facility No. 12 (i.e., Gas Main Extension within Baseline Road) or Facility No. 15 (i.e., Relocation of Edison Power Poles along Project Frontage) shall be submitted and approved by the District for disbursement solely from amounts on deposit in the

Series 2019B Facilities Subaccount of the Taxable Series 2019B Account of the Improvement Fund.

____ Please mark here if this Requisition is for either Facility No. 12 (i.e., Gas Main Extension within Baseline Road) or Facility No. 15 (i.e., Relocation of Edison Power Poles along Project Frontage).

- Section 3.10(d) - Unconstructed Facility No. 4: No Requisition for Disbursement of Project Costs shall be approved for unconstructed Facility No. 4 (i.e., 10" VCP Sewer Line within Benson Avenue from 13th Street to Arrow Highway), which facility was determined by the parties to the Acquisition Agreement to no longer be necessary and therefore was not constructed.

There has not been filed with nor served upon the District notice of any lien, right to lien or attachment upon, or stop notice or claim affecting the right to receive payment of the amount specified above which has not been released or will not be released simultaneously with the payment of such amount, other than materialmen's or mechanic's liens accruing by mere operation of law.

Dated: _____

COMMUNITY FACILITIES DISTRICT NO. 2015-1 (SYCAMORE HILLS) OF THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

By: _____
Authorized Representative

ATTACHMENT NO. 1

(IMPROVEMENT FUND)

ACCOUNT: ____ SERIES 2019A (Tax-Exempt) ____ TAXABLE SERIES 2019B

[Insert Description of Project Costs &
Attach Completed Acquisition Agreement Payment/Disbursement Request with supporting documentation, if payment is requested by Developer]

EXHIBIT E

FORM OF CERTIFICATE OF THE DEVELOPER WITH RESPECT TO TAXABLE SERIES 2019B ACCOUNT OF THE IMPROVEMENT FUND

COMMUNITY FACILITIES DISTRICT NO. 2015-1 (SYCAMORE HILLS) OF THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA SPECIAL TAX BONDS (IMPROVEMENT AREA NO. 1), SERIES 2019

Community Facilities District No. 2015-1 (Sycamore Hills) of the City of Upland, County of San Bernardino, State of California (the "District")

City of Upland (the "City")

Re: Taxable Series 2019B Account of the Improvement Fund

With reference to that certain Acquisition Agreement, dated as of November 1, 2015 (the "Acquisition Agreement"), by and between the City and the undersigned (the "Developer") and as contemplated by Section 3.10(b) of the Bond Indenture, dated as of [July 1, 2019] (the "Indenture"), by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), the undersigned Developer hereby represents, warrants, and certifies as follows:

1. The Developer has made the necessary inquiries to become, and is, familiar with the facts relating to the matters certified herein.

2. The Developer has determined that (a) of the remaining balance in the Taxable Series 2019B Account of the Improvement Fund, a portion in the amount of $_____ (the "2019B DIFs Allocation Amount") is sufficient to pay all remaining DIFs (as defined in the Acquisition Agreement) necessary for the development in Improvement Area No. 1, after application of final fee credit amounts that have been determined pursuant to the Park View Specific Plan Development Agreement, by and between the City and the Developer; and (b) moneys presently on deposit in such Taxable Series 2019B Account in excess of the 2019B DIFs Allocation Amount may be made available, without conflict with any obligation or contract by which the Developer is presently bound, for payment of Project Costs for the facilities identified on Exhibit A of the Acquisition Agreement (the "Eligible Facilities"), subject to the terms and conditions of the Acquisition Agreement and the Indenture (such available amount in the Taxable Series 2019B Account for Project Costs of the Eligible Facilities being the sum of **$_____ (the "2019B Facilities Allocation Amount")**).

3. In furtherance of Sections 3.10(b)(2) and (c) of the Indenture, the Developer hereby requests the District to request the Trustee to establish a "Series 2019B Facilities Subaccount" within the Taxable Series 2019B Account of the Improvement Fund and to transfer from the Taxable Series 2019B Account of the Improvement Fund an amount equal to the 2019B Facilities Allocation Amount into such subaccount.

4. The Developer will specify in any Payment Request submitted to the City or the District pursuant to the Acquisition Agreement whether payment is requested from (a) the Series

2019A Account of the Improvement Fund (i.e., if for Eligible Facilities other than Facilities Nos. 4, 12 or 15 (as identified on Exhibit A of the Acquisition Agreement)), (b) the Taxable Series 2019B Account of the Improvement Fund (i.e., if for development impact fees), or (c) the Series 2019B Facilities Subaccount of the Taxable Series 2019B Account of the Improvement Fund (i.e., if for Eligible Facilities, expected at the delivery date of the above-captioned bonds to consist of Facilities Nos. 12 and/or 15 (as identified on Exhibit A of the Acquisition Agreement)). The Developer will keep appropriate records of all amounts requested and received by it pursuant to such Payment Requests, as well as the corresponding account or subaccount of the Improvement Fund from which each such payment was made to it. The Developer hereby affirms that it will submit any Payment Request with respect to Project Costs for Facility No. 12 or Facility No. 15 (as identified on Exhibit A of the Acquisition Agreement) solely for payment from the Series 2019B Facilities Subaccount of the Taxable Series 2019B Account of the Improvement Fund (or, upon issuance, from proceeds of any bonds issued for Improvement Area No. 2 of the District, subject to the terms and conditions of the bond indenture governing such bonds).

4. Notwithstanding anything in the Acquisition Agreement or the Indenture to the contrary, the Developer is solely responsible for assuring that Payment Requests (as defined in the Acquisition Agreement) submitted by it to the District or the City conform to its arrangements with Taylor Morrison of California, LLC. The District and the City are entitled to rely upon this Certificate, and the District, the City, and the Trustee shall incur no liability to the Developer, Taylor Morrison of California, LLC, or any other person or entity in connection with any requisition for Project Costs submitted by the District to the Trustee in reliance upon this Certificate, or for the payment at any time or in any amount of Project Costs for Eligible Facilities from the Taxable Series 2019B Account of the Improvement Fund pursuant to a Payment Request submitted by the Developer pursuant to the Acquisition Agreement and a requisition for Project Costs submitted by the District to the Trustee in connection with such Developer Payment Request.

Dated: _____ BRAVEPARK PROPERTY, LLC

By: _____
Name: _____
Authorized Representative

$_____
COMMUNITY FACILITIES DISTRICT NO. 2015-1 (SYCAMORE HILLS)
OF THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
SPECIAL TAX BONDS, SERIES 2019A (IMPROVEMENT AREA NO. 1)

and

$_____
COMMUNITY FACILITIES DISTRICT NO. 2015-1 (SYCAMORE HILLS)
OF THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
SPECIAL TAX BONDS, TAXABLE SERIES 2019B (IMPROVEMENT AREA NO. 1)

BOND PURCHASE AGREEMENT

_____, 2019

Community Facilities District No. 2015-1 (Sycamore Hills) of the
City of Upland, County of San Bernardino, State of California
Upland, California

Ladies and Gentlemen:

Hilltop Securities Inc. (the "Underwriter"), acting not as a fiduciary or agent for you, but on behalf of itself, offers to enter into this Bond Purchase Agreement (the "Purchase Agreement") with Community Facilities District No. 2015-1 (Sycamore Hills) of the City of Upland, County of San Bernardino, State of California (the "CFD") which, upon acceptance, will be binding upon the CFD and upon the Underwriter. This offer is made subject to acceptance of it by the CFD on the date hereof, and if not accepted will be subject to withdrawal by the Underwriter upon notice delivered to the CFD at any time prior to the acceptance hereof by the CFD.

The CFD acknowledges and agrees that: (i) the purchase and sale of the Bonds (as defined below) pursuant to this Purchase Agreement is an arm's-length commercial transaction between the CFD and the Underwriter; (ii) in connection with such transaction, the Underwriter is acting solely as a principal and not as an agent or a fiduciary of the CFD; (iii) the Underwriter has financial and other interests that differ from those of the CFD; (iii) the Underwriter has not assumed a fiduciary responsibility in favor of the CFD with respect to: (A) the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the CFD on other matters), or (B) any other obligation to the CFD except the obligations expressly set forth in this Purchase Agreement; and (iv) the CFD has consulted with its respective legal and municipal advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

1. Purchase, Sale and Delivery of the Bonds; Establishment of Issue Price.

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter agrees to purchase from the CFD, and the CFD agrees to sell to the Underwriter, all (but not less than all) of the Community Facilities

District No. 2015-1 (Sycamore Hills) of the City of Upland, County of San Bernardino, State of California, Special Tax Bonds, Series 2019A (Improvement Area No. 1) (the "2019A Bonds") and the Community Facilities District No. 2015-1 (Sycamore Hills) of the City of Upland, County of San Bernardino, State of California, Special Tax Bonds, Taxable Series 2019B (Improvement Area No. 1) (the "2019B Bonds," and together with the 2019A Bonds, the "Bonds") in the aggregate principal amounts specified in Exhibit A hereto. The Bonds shall be dated the Closing Date (as defined herein), and bear interest from said date (payable semiannually on March 1 and September 1 in each year, commencing _____ 1, 2020) at the rates per annum and maturing on the dates and in the amounts set forth in Exhibit A hereto. The purchase price for the Bonds shall be the amount specified as such in Exhibit A hereto.

The Underwriter agrees to assist the CFD in establishing the issue price of the 2019A Bonds and shall execute and deliver to the CFD at Closing (as defined herein) an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit D, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the CFD and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the CFD under this section to establish the issue price of the Bonds may be taken on behalf of the CFD by the CFD's municipal advisor identified herein and any notice or report to be provided to the CFD may be provided to the CFD's municipal advisor.

Except as otherwise set forth in Exhibit A attached hereto, the CFD will treat the first price at which 10% of each maturity of the 2019A Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the CFD the price or prices at which it has sold to the public each maturity of 2019A Bonds. If at that time the 10% test has not been satisfied as to any maturity of the 2019A Bonds, the Underwriter agrees to promptly report to the CFD the prices at which it sells the unsold 2019A Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the 2019A Bonds of that maturity or until all 2019A Bonds of that maturity have been sold to the public.

The Underwriter confirms that it has offered the 2019A Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. [Exhibit A also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the 2019A Bonds for which the 10% test has not been satisfied and for which the CFD and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the CFD to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the 2019A Bonds, the Underwriter will neither offer nor sell unsold 2019A Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the 2019A Bonds to the public at a price that is no higher than the initial offering price to the public.]

The Underwriter shall promptly advise the CFD when it has sold 10% of that maturity of the 2019A Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the 2019A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (1) report the prices at which it sells to the public the unsold 2019A Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the 2019A Bonds of that maturity or all 2019A Bonds of that maturity have been sold to the public and (2) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The CFD acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the 2019A Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the 2019A Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The CFD further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the 2019A Bonds.

The Underwriter acknowledges that sales of any 2019A Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(1) "public" means any person other than an underwriter or a related party,

(2) "underwriter" means (A) any person that agrees pursuant to a written contract with the CFD (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the 2019A Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the 2019A Bonds to the public),

(3) a purchaser of any of the 2019A Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50%

common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(4) "sale date" means the date of execution of this Purchase Agreement by all parties.

(b) The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable and subject to redemption as provided in, the Bond Indenture, dated as of _____ 1, 2019, (the "Indenture"), by and between the CFD and U.S. Bank National Association, as trustee (the "Trustee"), approved by Resolution adopted by the City Council of the City of Upland (the "City"), acting as the legislative body of the CFD (the "City Council"), on _____, 2019 (the "Resolution of Issuance"). The Bonds and interest thereon will be payable from a special tax (the "Special Tax") levied and collected on the taxable land within the CFD in accordance with resolution of formation adopted by the City Council on November 23, 2015 (the "Resolution of Formation"), less amounts not to exceed the Administrative Expenses Priority Amount (as defined in the Indenture) set aside to pay administrative expenses of the CFD (the "Net Taxes"). Proceeds of the sale of the Bonds will be used in accordance with the Indenture and the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 *et seq.* of the Government Code of the State of California) (the "Law"), to acquire certain public improvements described in the Resolution of Formation. The Resolution of Issuance, the Resolution of Formation and Ordinance No. _____ (all as amended from time to time) are collectively referred to herein as the "CFD Resolutions."

(c) At or prior to the acceptance hereof by the CFD, the CFD shall cause to be delivered to the Underwriter a Rule 15c2-12 Certificate, dated as of the date of the Preliminary Official Statement (the "CFD Certificate"), in substantially the form attached hereto as Exhibit B, with only such changes therein as shall have been accepted by the Underwriter.

(d) Subsequent to its receipt of the CFD Certificate deeming the Preliminary Official Statement for the Bonds, dated _____, 2019, which Preliminary Official Statement, together with the cover page, inside cover page and all appendices thereto, is herein collectively referred to as the "Preliminary Official Statement," final for purposes of Rule 15c2-12 of the Securities and Exchange Commission ("Rule 15c2-12"), the Underwriter has distributed copies of the Preliminary Official Statement, and the Preliminary Official Statement has been made available to investors electronically. The CFD hereby ratifies the use by the Underwriter of the Preliminary Official Statement and authorizes the Underwriter to use and distribute (i) the final Official Statement in the form of the Preliminary Official Statement as amended to conform to the terms of this Purchase Agreement, and with such changes and amendments as are mutually agreed to by the CFD and the Underwriter, including the cover page, inside cover page and all appendices thereto, and including all information previously permitted to have been omitted by Rule 15c2-12, and any supplements and amendments thereto as have been approved by the CFD as evidenced by the execution and delivery of such document by an officer of the CFD, herein referred to as the "Official Statement," (ii) the Indenture, (iii) the Continuing Disclosure Agreement of the CFD (the "CFD Disclosure Agreement"), (iv) this Purchase Agreement, (v) any other documents or contracts to which the CFD is a party, and (vi) all information contained therein, and all other documents, certificates and

statements furnished by the CFD to the Underwriter in connection with the transactions contemplated by this Purchase Agreement, in connection with the offer and sale of the Bonds by the Underwriter. The Underwriter hereby agrees to deliver a copy of the Official Statement to the Municipal Securities Rulemaking Board (the "MSRB") through the Electronic Municipal Marketplace Access website of the MSRB on or before the Closing Date and otherwise to comply with all applicable statutes and regulations in connection with the offering and sale of the Bonds, including, without limitation, MSRB Rule G-32 and Rule 15c2-12.

(e) At 8:00 A.M., Pacific Daylight Time, on _____, 2019, or at such earlier time or date as shall be agreed upon by the Underwriter and the CFD (such time and date being herein referred to as the "Closing Date"), the CFD will deliver (i) through the facilities of the Depository Trust Company, the Bonds in definitive form (all Bonds being in book-entry form registered in the name of Cede & Co. and having the CUSIP numbers assigned to them printed thereon), duly executed by the officers of the CFD, as provided in the Indenture, and (ii) to the Underwriter, at the offices of Bond Counsel, or at such other place as shall be mutually agreed upon by the CFD and the Underwriter, the other documents herein mentioned; and the Underwriter shall accept such delivery and pay the purchase price of the Bonds in immediately available funds (such delivery and payment being herein referred to as the "Closing"). Notwithstanding the foregoing, the Underwriter may, in its discretion, accept delivery of the Bonds in temporary form upon making arrangements with the CFD which are satisfactory to the Underwriter relating to the delivery of the Bonds in definitive form.

(f) Except as otherwise disclosed and agreed to by the CFD, the Underwriter agrees to make a bona fide public offering of the Bonds at their initial public offering price or prices set forth on the inside cover page of the Official Statement and in Exhibit A hereto; provided, however, the Underwriter reserves the right to change such initial public offering prices as the Underwriter deems necessary or desirable, in its sole discretion, in connection with the marketing of the Bonds, and to sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) and others at prices lower than the initial offering prices for the Bonds set forth in the Official Statement. A "bona fide public offering" shall include an offering to institutional investors or registered investment companies, regardless of the number of such investors to which the Bonds are sold. The Underwriter shall provide to the CFD on the Closing Date a certificate stating that the Underwriter made a bona fide public offering of the Bonds at their initial public offering price or prices set forth on the inside cover page of the Official Statement and in Exhibit A.

2. Representations, Warranties and Agreements of the CFD. The CFD represents, warrants and covenants to and agrees with the Underwriter that:

(a) The CFD is duly organized and validly existing as a community facilities district under the laws of the State of California. The City has duly authorized the formation of the CFD pursuant to the Resolution of Formation and the Law. The City Council of the City, as the legislative body of the CFD, has duly adopted the CFD Resolutions, and has caused to be recorded in the real property records of the County of San Bernardino on December 15, 2015, a Notice of Special Tax Lien, as Document No. 2015-0547479 (the "Notice of Special Tax Lien") (such CFD Resolutions and Notice of Special Tax Lien being collectively referred to herein as the "Formation Documents"). Each of the Formation Documents remains in full force and effect as of the date hereof and has not been amended. The CFD is duly organized and validly existing as a community facilities district under the laws of the State of California. The CFD has, and at the Closing Date will have, as the case may be, full legal right, power and authority (i) to execute, deliver and perform its obligations

under this Purchase Agreement and the CFD Disclosure Agreement, and to carry out all transactions contemplated by each of such agreements, (ii) to issue, sell and deliver the Bonds to the Underwriter pursuant to the Resolution of Issuance and the Indenture as provided herein, and (iii) to carry out, give effect to and consummate the transactions contemplated by the Formation Documents and by the Indenture, this Purchase Agreement, and the CFD Disclosure Agreement (collectively, the "CFD Documents") and the Official Statement;

(b) The CFD has complied, and will at the Closing Date be in compliance, in all material respects, with the Formation Documents and the CFD Documents, and any immaterial compliance by the CFD, if any, will not impair the ability of the CFD to carry out, give effect to or consummate the transactions contemplated by the foregoing. From and after the date of issuance of the Bonds, the CFD will continue to comply with the covenants of the CFD contained in the CFD Documents;

(c) The City Council of the City has duly and validly: (i) adopted the CFD Resolutions, (ii) called, held and conducted in accordance with all requirements of the Law an election within the CFD to approve the levy of the Special Tax within the CFD and the issuance of the Bonds and recorded the Notice of Special Tax Lien which established a continuing lien on the land within the CFD securing the Special Tax, (iii) authorized and approved the execution, delivery and due performance of the Bonds and the CFD Documents, (iv) authorized the preparation, delivery and distribution of the Preliminary Official Statement and the Official Statement, and (v) authorized and approved the performance by the CFD of its obligations contained in, and the taking of any and all action as may be necessary to carry out, give effect to and consummate the transactions contemplated by, each of the CFD Documents (including, without limitation, the collection of the Special Tax), the Bonds and the Official Statement and at the Closing Date, the Formation Documents will be in full force and effect and the CFD Documents and the Bonds will constitute the valid, legal and binding obligations of the CFD and (assuming due authorization, execution and delivery by other parties thereto, where necessary) will be enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights in general and to the application of equitable principles if equitable remedies are sought;

(d) To the best of the CFD's knowledge, the CFD is not in breach of or default under any applicable law or administrative rule or regulation of the State of California (the "State") or the United States, or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, fiscal agent agreement, contract, agreement or other instrument to which the CFD is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the performance by the CFD of its obligations under the Bonds, the Formation Documents or the CFD Documents, and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default, in any material respect, under any applicable law or administrative rule or regulation of the State or the United States, or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or a material breach of or default, in any material respect, under any loan agreement, note, resolution, trust agreement, contract, agreement or other instrument to which the CFD, as the case may be, is a party or is otherwise subject or bound;

(e) Except for compliance with the blue sky or other states securities law filings, as to which the CFD makes no representations, warranties, covenants, and agreements, all approvals, consents, authorizations, elections and orders of or filings or registrations with any State

governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the CFD of its obligations hereunder, or under the Formation Documents or the CFD Documents, have been obtained and are in full force and effect;

(f) The Special Tax constituting the security for the Bonds has been duly and lawfully authorized and may be levied under the Law, the State Constitution and the applicable laws of the State, and such Special Tax, when levied, will constitute a valid and legally binding continuing lien on the properties on which it has been levied;

(g) The CFD shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter, which consent shall not be unreasonably withheld. Until the date which is twenty-five (25) days after the "end of the underwriting period" (as defined herein), if any event shall occur of which the CFD is aware, as a result of which it may be necessary to supplement the Official Statement in order to make the statements in the Official Statement, in light of the circumstances existing at such time, not misleading, the CFD shall forthwith notify the Underwriter of any such event of which it has knowledge and shall cooperate fully in furnishing any information available to it for any supplement to the Official Statement necessary, in the Underwriter's opinion, so that the statements therein as so supplemented will not be misleading in light of the circumstances existing at such time and the CFD shall promptly furnish to the Underwriter a reasonable number of copies of such supplement. As used herein, the term "end of the underwriting period" means the later of such time as (i) the CFD delivers the Bonds to the Underwriter, or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the "end of the underwriting period" shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the CFD at or prior to the Closing Date, and shall specify a date (other than the Closing Date) to be deemed the "end of the underwriting period";

(h) The Indenture creates a valid pledge of the Net Taxes and the moneys in the Special Tax Fund (exclusive of the Administrative Expenses Account) and the Reserve Account therein established pursuant to the Indenture, including the investments thereof, subject in all cases to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein. Until such time as moneys have been set aside in an amount sufficient to pay all then outstanding Bonds at maturity or to the date of redemption if redeemed prior to maturity, plus unpaid interest thereon to maturity or to the date of redemption if redeemed prior to maturity, and premium, if any, the CFD will faithfully perform and abide by all of the covenants, undertakings and provisions contained in the Indenture;

(i) Except as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending with proper service of process on the CFD having been accomplished or, to the best knowledge of the CFD, threatened (i) which would materially adversely affect the ability of the CFD to perform its obligations under the Bonds, the Formation Documents or the CFD Documents, or (ii) seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Indenture, or the collection or application of the Special Tax pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting the validity or enforceability of the Bonds, the Formation Documents, the CFD Documents, or any action contemplated by any of said documents, or (iii) in any way contesting the

completeness or accuracy of the Preliminary Official Statement or the powers or authority of the CFD with respect to the Bonds, the Formation Documents, the CFD Documents, or any action of the CFD contemplated by any of said documents; nor is there any action pending with proper service of process on the CFD having been accomplished or, to the best knowledge of the CFD, threatened against the CFD which alleges that interest on the Bonds is not excludable from gross income for federal income tax purposes or is not exempt from California personal income taxation;

(j) The CFD will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order for the Underwriter to qualify the Bonds for offer and sale under the "Blue Sky" or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; provided, however, the CFD shall not be required to register as a dealer or a broker of securities or to consent to service of process in connection with any blue sky filing;

(k) Any certificate signed by any official of the CFD authorized to do so shall be deemed a representation and warranty to the Underwriter as to the statements made therein;

(l) The CFD will apply the proceeds of the Bonds in accordance with the Indenture and as described in the Official Statement;

(m) The information contained in the Preliminary Official Statement was as of the date thereof, and the information contained in the Official Statement as of its date and on the Closing Date, shall be, true and correct in all material respects and such information does not and shall not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(n) The Preliminary Official Statement heretofore delivered to the Underwriter has been deemed final by the CFD as of its date, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of Rule 15c2-12. The CFD hereby covenants and agrees that, within seven (7) business days from the date hereof, the CFD shall cause a final electronic and/or printed form of the Official Statement to be delivered to the Underwriter in a quantity mutually agreed upon by the Underwriter and the CFD so that the Underwriter may comply with paragraph (b)(4) of Rule 15c2-12 and Rules G-12, G-15, G-32 and G-36 of the Municipal Securities Rulemaking Board;

(o) Except as otherwise disclosed in the Preliminary Official Statement, the CFD is, and has always been, in material compliance with respect to all reporting obligations in the last five years that it has undertaken under Rule 15c2-12 for all indebtedness issued by the CFD;

(p) Except as otherwise disclosed in the Preliminary Official Statement, the Formation Documents have not been amended, terminated, rescinded or modified;

(q) The CFD shall not voluntarily undertake any course of action inconsistent with satisfaction of the requirements applicable to the CFD as set forth in this Purchase Agreement;

(r) The CFD shall cooperate with the Underwriter in the qualification of the Bonds for offering and sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Underwriter may designate;

(s) The CFD shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exemption from state income taxation or the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

3. Representations and Warranties of the Underwriter. The Underwriter hereby agrees with, and makes the following representations and warranties to, the CFD, as of the date hereof and as of the Closing Date, which representations and warranties shall survive the Closing:

(a) The Underwriter is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization;

(b) This Purchase Agreement has been duly authorized, executed and delivered by the Underwriter and, assuming the due authorization, execution and delivery by the CFD, is the legal, valid and binding obligation of the Underwriter enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, moratorium or other laws affecting enforcement of creditors' rights or by the application of equitable principles if equitable remedies are sought; and

(c) The Underwriter represents that it is licensed by and registered with the Financial Industry Regulatory Authority as a broker-dealer and the MSRB as a municipal securities dealer.

4. Conditions to the Obligations of the Underwriter. The obligations of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties on the part of the CFD contained herein, as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the CFD made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the CFD of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

(a) At the Closing Date, the Formation Documents and the CFD Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds and with the transactions contemplated thereby and by this Purchase Agreement, all such actions as, in the opinion of Richards, Watson & Gershon, A Professional Corporation, Bond Counsel for the CFD, and Nixon Peabody LLP, counsel to the Underwriter, shall be necessary and appropriate;

(b) The information contained in the Official Statement will, as of the Closing Date and as of the date of any supplement or amendment thereto pursuant to Section 2(g) hereof, be true, correct and complete in all material respects and will not, as of the Closing Date or as of the date of any supplement or amendment thereto pursuant to Section 2(g) hereof, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(c) Between the date hereof and the Closing Date, the market price or marketability of the Bonds at their initial offering prices set forth in the Official Statement shall not have been materially adversely affected, in the judgment of the Underwriter (evidenced by a written notice to

the CFD terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

(1) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or recommended to the Congress by the President of the United States, the Department of the Treasury, the Internal Revenue Service, or any member of Congress, or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department or the Internal Revenue Service of the United States of America, with the purpose or effect, directly or indirectly, of imposing federal income taxation upon the interest that would be received by the holders of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof;

(2) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America, or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, or the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Indenture is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, or of the Bonds, including any or all underwriting arrangements, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws, rules or regulations as amended and then in effect;

(3) any amendment to the federal or California Constitution or action by any federal or California court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the CFD, its property, income, securities (or interest thereon), the validity or enforceability of the Special Tax or the ability of the CFD to construct or acquire the improvements as contemplated by the Formation Documents, the CFD Documents or the Official Statement;

(4) any event occurring, or information becoming known, which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Preliminary Official Statement or the Official Statement, or results in the Preliminary Official Statement or the Official Statement containing any untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(5) the declaration of war or the escalation of, or engagement in, military hostilities by the United States or the occurrence of any other national or international emergency or calamity relating to the effective operation of the government of, or the financial community in, the United States which, in the judgment of the Underwriter, makes it impracticable or inadvisable to proceed with the offering or the delivery of the Bonds on the terms and in the manner contemplated in the Preliminary Official Statement or the Official Statement;

(6) the declaration of a general banking moratorium by federal, State of New York or State of California authorities, or the general suspension of trading on any national securities exchange or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange or other national securities exchange, whether by virtue of determination by that exchange or by order of the Securities and Exchange Commission (the "SEC") or any other governmental authority having jurisdiction that, in the Underwriter's reasonable judgment, makes it impracticable for the Underwriter to market the Bonds or enforce contracts for the sale of the Bonds;

(7) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds or obligations of the general character of the Bonds or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(8) the entry of an order by a court of competent jurisdiction which enjoins or restrains the City, the County of San Bernardino, California or any other governmental entity, agency, or instrumentality from issuing permits, licenses or entitlements within the CFD or which order, in the reasonable opinion of the Underwriter, otherwise materially and adversely affects proposed development of property within the CFD;

(9) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred;

(10) there shall have been any material adverse change in the affairs of the CFD that in the Underwriter's reasonable judgment will materially adversely affect the market for the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds;

(11) there shall be established any new restriction on transactions in securities materially affecting the free market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a change to the net capital requirements of, underwriters established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order;

(12) a stop order, release, regulation, or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made to the effect that the issuance, offering, or sale of the Bonds, including all the underlying obligations as contemplated hereby or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act, and the Trust Indenture Act of 1939, as amended.

(d) On the Closing Date, the Underwriter shall have received counterpart originals or certified copies of the following documents, in each case satisfactory in form and substance to the Underwriter:

(1) The Formation Documents and the CFD Documents, together with a certificate dated as of the Closing Date of the City Clerk of the City to the effect that each Formation Document is a true, correct and complete copy of the one duly adopted by the City Council;

(2) The Official Statement;

(3) An unqualified approving opinion for the Bonds, dated the Closing Date and addressed to the CFD, of Richards, Watson & Gershon, A Professional Corporation, Bond Counsel for the CFD, in the respective form attached to the Preliminary Official Statement at Appendix D, and an unqualified letter or letters of such counsel, dated the Closing Date and addressed to the Underwriter and the Trustee, to the effect that such approving opinion addressed to the CFD may be relied upon by the Underwriter and the Trustee to the same extent as if such opinion was addressed to it;

(4) A supplemental opinion, dated the Closing Date and addressed to the Underwriter, of Bond Counsel for the CFD, to the effect that (i) the Purchase Agreement has been duly executed and delivered by, and is a valid and binding agreement of, the CFD; (ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended; (iii) the CFD has full legal power and authority to issue the Bonds, to enter into the CFD Documents, and to carry out the transactions contemplated under the CFD Documents; (iv) the CFD Documents are legal, valid, and binding obligations of the CFD, enforceable in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws relating to or limiting creditors' rights generally and by the principles of equity if equitable remedies are sought; (v) the Official Statement has been duly executed and delivered by the CFD by an authorized officer of the City; and (vi) the statements contained in the Official Statement and under the captions "INTRODUCTION," "THE BONDS (excluding information with respect to DTC and its Book-Entry Only System)," "SECURITY FOR THE BONDS" and "TAX MATTERS," and in APPENDIX E – "SUMMARY OF INDENTURE" and APPENDIX D – "FORM OF OPINION OF BOND COUNSEL," in each case with respect to the Indenture and the Bonds and excluding any material that may be treated as included under such captions by cross-reference or reference to other documents or sources, insofar as such statements expressly summarize certain provisions of the Indenture and the form and content of such counsel's approving opinion, are accurate in all material respects;

(5) An opinion, dated the Closing Date and addressed to the Underwriter, of Nixon Peabody LLP to the effect that, without having undertaken to check the accuracy, completeness or fairness of, or verifying the information contained in the Official Statement, and are therefore unable to make any representation in that regard, such firm has participated in conferences prior to the date of the Official Statement with the City's and the CFD's representatives, including Bond Counsel and the Counsel to the City, representatives of the Underwriter and Taylor Morrison of California, LLC ("Taylor"), Counsel to Taylor and others, during which conferences the contents of the Official Statement and related matters were discussed and based upon the information made available to such firm in the course of its participation as Underwriter's counsel in such conferences and its review of the documents referred to above, its reliance on the documents, certificates, instructions, and records, and the opinions of counsel described above and its understanding of applicable law, such firm does not believe that the Preliminary Official Statement as of its date and as of the date of the pricing or the Official Statement as of its date or as of the date of closing contained or contains any untrue statement of a material fact, or omitted or omits to state a material fact required to be stated therein or necessary to make the statements therein in light of the circumstances under which they were made, not misleading (provided that no view shall be expressed as to any information concerning DTC or the book-entry system, any information contained under the Appendices A through I or with respect to any financial, economic,

demographic, statistical or engineering data or forecasts, numbers, charts, tables, estimates, projections, appraisals or assessed valuations contained in the Official Statement, including any of the Appendices thereto);

(6) A certificate or certificates, dated the Closing Date and signed by an authorized officer of the CFD, ratifying the use and distribution by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offering and sale of the Bonds; and certifying that (i) the representations and warranties of the CFD contained in Section 2 hereof are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; (ii) to the best of his or her knowledge, no event has occurred since the date of the Official Statement affecting the matters contained therein which should be disclosed in the Official Statement for the purposes for which it is to be used in order to make the statements and information contained in the Official Statement not misleading in any material respect, and the Bonds, the Formation Documents and the CFD Documents conform as to form and tenor to the descriptions thereof contained in the Official Statement; (iii) the CFD has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied under the Formation Documents, the CFD Documents and the Official Statement at or prior to the Closing Date; and (iv) the representations and warranties of the CFD contained in the CFD Certificate are true and correct in all material respects on and as of the Closing Date, with the same effect as if made on the Closing Date, except that all references therein to the Preliminary Official Statement shall be deemed to be references to the Official Statement;

(7) An opinion, dated the Closing Date and addressed to the Underwriter, of the City Attorney, to the effect that (i) the CFD is a community facilities district duly organized and validly existing pursuant to the Act; (ii) the Resolution of Issuance was duly adopted at a meeting of the City Council of the City, which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout; (iii) to counsel's knowledge, the execution and delivery of the CFD Documents and compliance by the CFD with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the CFD a breach of or default under any agreement or other instrument applicable to or binding upon the CFD, or any existing law, regulation, court order, or consent decree to which the CFD is subject; and (iv) except as stated in the Official Statement, there is no action, suit, proceeding, inquiry, or investigation before or by any court, public board, or body pending with respect to which the City or the CFD has been properly served with process or, to my knowledge, threatened against them: (a) which challenges the creation, organization, existence, or powers of the City or the CFD, or the titles of their respective officers or the City Council members to their respective offices; (b) seeking to enjoin or restrain the issuance, sale, and delivery of the Bonds, the lien, the levy, and the collection of the Special Tax, or the pledge thereof; (c) which questions any of the rights, powers, duties, or obligations of the CFD with respect to the Special Tax or the moneys and assets pledged or to be pledged to pay the principal of, premium, if any, or interest on the Bonds; (d) which questions any authority for the issuance of the Bonds, the validity or enforceability of the Bonds, or the CFD Documents; or (e) which questions the transactions contemplated by the CFD Documents or the Official Statement;

(8) A letter, dated the date of the Closing and addressed to the Underwriter and the CFD, of Richards, Watson & Gershon, A Professional Corporation, disclosure counsel (the "Disclosure Counsel"), to the effect that, without having undertaken to determine independently the accuracy or completeness of the statements contained in the Preliminary Official Statement or the Official Statement, but on the basis of their participation in conferences with representatives of the

CFD, the Special Tax Consultant and others, and their examination of certain documents, nothing has come to their attention which has led them to believe that the Preliminary Official Statement as of its date and as of the date of the pricing or the Official Statement as of its date or as of the date of closing contained or contains any untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that no opinion or belief need be expressed as to any financial statements or other financial, statistical or engineering data or forecasts, numbers, charts, estimates, projections, assumptions, or expressions of opinion, any information about valuation, appraisals, absorption, archeological or environmental matters, or any information about The Depository Trust Company or the book-entry-only system);

(9) One or more certificates dated the Closing Date from Willdan Financial Services (the "Special Tax Consultant") addressed to the CFD and the Underwriter to the effect that (i) the amount of the Special Taxes that could be levied in each Fiscal Year on all Developed Property (as defined in the Rate and Method of Apportionment of Special Tax) in the CFD that are not delinquent in the payment of any Special Taxes then due and owing is at least one hundred ten percent (110%) of the total Annual Debt Service for each such Fiscal Year on the proposed Bonds, plus reasonably anticipated Administrative Expenses, and (ii) all information supplied by them for use in the Preliminary Official Statement and the Official Statement is true and correct as of the date of the Preliminary Official Statement or the Official Statement and as of the Closing Date;

(10) One or more certificates dated the Closing Date from the Urban Futures, Inc., as municipal advisor, dated the Closing Date and in form and substance acceptable to the Underwriter and Disclosure Counsel, to the effect that the CFD, the City and community facilities districts formed by the City are in compliance with all of their prior continuing disclosure undertakings entered into pursuant to Rule 15c2-12 and have not failed to comply with any such undertakings during the preceding five years, except as disclosed in the Official Statement;

(11) A certificate of the CFD dated the Closing Date, in a form acceptable to Bond Counsel, that the 2019A Bonds are not arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended and an Information Return for Tax-Exempt Bond Issues (Internal Revenue Service Form 8038-G), in a form satisfactory to Bond Counsel for filing, executed by a duly authorized officer of the CFD, together with evidence that such Form 8038-G has been mailed;

(12) A certificate of the Trustee and an opinion of counsel to the Trustee dated the Closing Date and addressed to the CFD and the Underwriter to the effect that the Trustee has authorized the execution and delivery of the Indenture and that the Indenture is a valid and binding obligation of the Trustee enforceable in accordance with its terms;

(13) A Letter of Representations of Taylor in connection with the printing of the Preliminary Official Statement dated the date of the Preliminary Official Statement, substantially in the form attached as part of Exhibit C hereto or as such Letter of Representations may be modified with the approval of the Underwriter, Underwriter's Counsel, Disclosure Counsel, and Bond Counsel, and a Closing Certificate of Taylor dated the Closing Date, substantially in the form attached as part of Exhibit C hereto;

(14) An opinion letter from counsel to Taylor addressed to the Underwriter in form and substance acceptable to the Underwriter;

(15) A letter dated the Closing Date from Harris Realty Appraisal (the "Appraiser") addressed to the Underwriter and the CFD to the effect that it has prepared the appraisal report (the "Appraisal") with respect to the property located within Improvement Area No. 1 of the CFD, and that (a) the Appraisal, set forth in Appendix C to the Official Statement, may be included in the Preliminary Official Statement and the Official Statement, (b) the Appraisal in Appendix C and the information in the Official Statement referring to the Appraisal do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, and (c) nothing has come to the attention of the Appraiser that would lead the Appraiser to believe that the value of the property in Improvement Area No. 1 of the CFD is less than the minimum value of such property reported in the Appraisal;

(16) Majority Property Owner Continuing Disclosure Agreement substantially in the form attached as Appendix H of the Official Statement; and

(17) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the statements and information contained in the Preliminary Official Statement and the Official Statement, of the CFD's representations and warranties contained herein and the due performance or satisfaction by the CFD at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the CFD and the CFD in connection with the transactions contemplated hereby and by the Official Statement.

If the CFD shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriter nor the CFD shall be under any further obligation hereunder, except that the respective obligations of the CFD and the Underwriter set forth in Section 5, Section 6 and Section 8 hereof shall continue in full force and effect.

5. Conditions of the CFD's Obligations. The CFD's obligations hereunder are subject to the Underwriter's performance of its obligations hereunder, and are also subject to the following conditions:

(a) As of the Closing Date, no litigation shall be pending with proper service of process on the CFD having been accomplished or, to the knowledge of the duly authorized officer of the CFD executing the certificate referred to in Section 3(c)(6) hereof, threatened, to restrain or enjoin the issuance or sale of the Bonds or in any way affecting any authority for or the validity of the Bonds, the Formation Documents, the CFD Documents or the existence or powers of the CFD; and

(b) As of the Closing Date, the CFD shall receive the approving opinion of Bond Counsel referred to in Section 4(c)(3) and (4) hereof, dated as of the Closing Date.

6. Expenses.

(a) The Underwriter shall be under no obligation to pay, and the CFD shall pay or cause to be paid (solely from proceeds of the Bonds) all expenses incident to the performance of the CFD's obligations hereunder, including, but not limited to, the cost of printing, engraving and delivering the

Bonds to the Underwriter, the cost of preparation, printing, distribution and delivery of the Indenture, the Preliminary Official Statement and the Official Statement, and all other agreements and documents contemplated hereby (and drafts of any thereof) in such reasonable quantities as requested by the Underwriter; and the fees and disbursements of the Trustee for the Bonds, Bond Counsel, Municipal Advisor, Special Tax Consultant, and any accountants, engineers or any other experts or consultants the CFD has retained in connection with the Bonds; and

(b) The CFD shall be under no obligation to pay, and the Underwriter shall pay, any fees of the California Debt and Investment Advisory Commission, the cost of preparation of any "blue sky" or legal investment memoranda and this Purchase Agreement; expenses to qualify the Bonds for sale under any "blue sky" or other state securities laws; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds (except those specifically enumerated in paragraph (a) of this section), including underwriter's counsel, CUSIP® and MSRB fees, and any advertising expenses.

The CFD acknowledges that the Underwriter will pay from the underwriter's expense allocation of the underwriting discount certain fees, including the applicable per bond assessment charged by the California Debt and Investment Advisory Commission.

7. Notices. Any notice or other communication to be given to the CFD under this Purchase Agreement may be given by delivering the same in writing to the CFD at 460 North Euclid Avenue, Upland, California 91785-0460, Attention: City Manager; and any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Hilltop Securities Inc., 2533 South Coast Highway 101, Suite 250, Cardiff by the Sea, California 92007 Attention: Robin Thomas.

8. Parties in Interest. This Purchase Agreement is made solely for the benefit of the CFD and the Underwriter (including their successors or assigns), and no other person shall acquire or have any right hereunder or by virtue hereof.

9. Survival of Representations and Warranties. The representations and warranties of the CFD set forth in or made pursuant to this Purchase Agreement shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing or termination of this Purchase Agreement and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the CFD and regardless of delivery of and payment for the Bonds.

10. Effective. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the CFD and shall be valid and enforceable as of the time of such acceptance.

11. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understandings between the parties hereto in relation to the sale of Bonds for the CFD.

12. Governing Law. This Purchase Agreement shall be governed by the laws of the State of California.

13. Counterparts. This Purchase Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Very truly yours,

HILLTOP SECURITIES INC.

By: _____
Authorized Signatory

ACCEPTED:

COMMUNITY FACILITIES DISTRICT NO. 2015-1 (SYCAMORE HILLS) OF THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

By: _____
Authorized Signatory

Time of Execution: _____

EXHIBIT A

MATURITY SCHEDULE

COMMUNITY FACILITIES DISTRICT NO. 2015-1 (SYCAMORE HILLS)
OF THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
SPECIAL TAX BONDS, SERIES 2019A (IMPROVEMENT AREA NO. 1)

Maturity Date (September 1)	*Principal Amount*	*Interest Rate*	*Yield*	*Price*

_____
* Term Bond.

The purchase price of the 2019A Bonds shall be $_____, which is the principal amount thereof ($_____) plus/less original issue premium/discount of $_____ and less Underwriter's discount of $_____.

Maturity Date (September 1)	10% Test Satisfied	10% Test Not Satisfied	Subject to Hold-The-Offering-Price Rule

COMMUNITY FACILITIES DISTRICT NO. 2015-1 (SYCAMORE HILLS)
OF THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
SPECIAL TAX BONDS, TAXABLE SERIES 2019B (IMPROVEMENT AREA NO. 1)

Maturity Date (September 1)	***Principal Amount***	***Interest Rate***	***Yield***	***Price***

_____
* Term Bond.

The purchase price of the 2019B Bonds shall be $_____, which is the principal amount thereof ($_____) plus/less original issue premium/discount of $_____ and less Underwriter's discount of $_____.

EXHIBIT B

COMMUNITY FACILITIES DISTRICT NO. 2015-1
(SYCAMORE HILLS) OF THE CITY OF UPLAND,
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
SPECIAL TAX BONDS, SERIES 2019A (IMPROVEMENT AREA NO. 1)

And

COMMUNITY FACILITIES DISTRICT NO. 2015-1
(SYCAMORE HILLS) OF THE CITY OF UPLAND,
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
SPECIAL TAX BONDS, TAXABLE SERIES 2019B (IMPROVEMENT AREA NO. 1)

RULE 15c2-12 CERTIFICATE

The undersigned hereby certifies and represents that he is the _____ of the City of Upland acting as the legislative body of the Community Facilities District No. 2015-1 (Sycamore Hills) of the City of Upland, County of San Bernardino, State of California (the "CFD"), and, as such, is duly authorized to execute and deliver this certificate and further hereby certifies that:

(1) this certificate is being delivered in connection with the sale and issuance of the above-captioned bonds (the "Bonds") in order to enable the underwriter of the Bonds to comply with Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934, as amended (the "Rule");

(2) in connection with the sale and issuance of the Bonds, there has been prepared a Preliminary Official Statement dated _____, 2019 setting forth information concerning the Bonds and the CFD (the "Preliminary Official Statement"); and

(3) except for the Permitted Omissions, the Preliminary Official Statement is deemed final within the meaning of the Rule. As used herein, the term "Permitted Omissions" refers to the offering price(s), interest rates(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters, all as set forth in the Rule.

IN WITNESS WHEREOF, I have hereunto set my hand as of _____, 2019.

COMMUNITY FACILITIES DISTRICT NO. 2015-1
(SYCAMORE HILLS) OF THE CITY OF UPLAND,
COUNTY OF SAN BERNARDINO, STATE OF
CALIFORNIA

By: _____
Its: _____

EXHIBIT C

COMMUNITY FACILITIES DISTRICT NO. 2015-1
(SYCAMORE HILLS) OF THE CITY OF UPLAND,
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
SPECIAL TAX BONDS, SERIES 2019A (IMPROVEMENT AREA NO. 1)

And

COMMUNITY FACILITIES DISTRICT NO. 2015-1
(SYCAMORE HILLS) OF THE CITY OF UPLAND,
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
SPECIAL TAX BONDS, TAXABLE SERIES 2019B (IMPROVEMENT AREA NO. 1)

LETTER OF REPRESENTATIONS OF
TAYLOR MORRISON OF CALIFORNIA, LLC

_____, 2019

City of Upland
460 North Euclid Avenue
Upland, California 91785-0460

Community Facilities District No. 2015-1 (Sycamore Hills)
of the City of Upland, County of San Bernardino, State of California
460 North Euclid Avenue
Upland, California 91785-0460

Hilltop Securities Inc.
2533 South Coast Hwy 101, Suite 250
Cardiff by the Sea, California 92007

Ladies and Gentlemen:

This Letter of Representations of Taylor Morrison of California, LLC (the "**Letter of Representations**") is delivered pursuant to Section 4(d)(13) of the Bond Purchase Agreement (the "**Purchase Agreement**") to be entered into in connection with the issuance, sale, and delivery by Community Facilities District No. 2015-1 (Sycamore Hills) of the City of Upland, County of San Bernardino, State of California (the "**CFD**") of its Special Tax Bonds, Series 2019A (Improvement Area No. 1) and its Special Tax Bonds, Taxable Series 2019B (Improvement Area No. 1) (collectively, the "**Bonds**"). Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Purchase Agreement.

The undersigned certifies that he is familiar with the facts herein certified and is authorized and qualified to certify the same as an authorized officer or representative of Taylor Morrison of California, LLC, a California limited liability company (the "**Property Owner**"), and the undersigned, on behalf of the Property Owner, further certifies as follows:

1. The Property Owner is duly organized, validly existing, and in good standing under the laws of the State of California and has all requisite limited liability company right, power, and authority (i) to execute and deliver this Letter of Representations and the Majority Property Owner Continuing Disclosure Agreement substantially in the form attached as Appendix H to the Preliminary Official Statement ("**Continuing Disclosure Agreement**"), (ii) to complete the development (*i.e.*, construction of homes) on its property in the CFD as described in the Preliminary Official Statement, and (iii) to perform its obligations under the Continuing Disclosure Agreement.

2. As set forth in the Preliminary Official Statement, title to a certain portion of the property within Improvement Area No. 1 of the CFD is held in the name of the Property Owner (such portion of the property hereinafter referred to as the "**Property**"). The undersigned, on behalf of the Property Owner, makes the representations herein with respect to all such Property.

3. Except as set forth in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, regulatory agency, public board or body is pending against the Property Owner (with proper service of process to the Property Owner having been accomplished) or, to the Actual Knowledge of the Undersigned,[1] is pending against any current Affiliate[2] (with proper service of process to such Affiliate having been accomplished) or to the Actual Knowledge of the Undersigned is threatened in writing against the Property Owner or any such Affiliate (a) to restrain or enjoin the collection of the Special Tax or other sums pledged or to be pledged to pay the principal of and interest on the Bonds (e.g., the Reserve Fund established under the Indenture), (b) to restrain or enjoin the development of the Property as described in the Preliminary Official Statement, (c) in any way contesting or affecting the validity of the Special Tax, or (d) which is reasonably likely to materially and adversely affect the Property Owner's ability to complete the development and sale of the Property as described in the Preliminary Official

[1]"**Actual Knowledge of the Undersigned**" means the knowledge that the individual signing on behalf of the Property Owner currently has as of the date of this Letter of Representations or has obtained through (i) interviews with such current officers and responsible employees of the Property Owner and its Affiliates as the undersigned has determined are reasonably likely, in the ordinary course of their respective duties, to have knowledge of the matters set forth in this Letter of Representations, and/or (ii) review of documents that were reasonably available to the undersigned and which the undersigned has reasonably deemed necessary for the undersigned to obtain knowledge of the matters set forth in this Letter of Representations. The undersigned has not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of the Property Owner's current business and operations. The individual signing this Letter of Representations has not contacted any individuals who are no longer employed by or associated with the Property Owner or its Affiliates

[2]"**Affiliate**" means, with respect to the Property Owner, any other Person (i) who directly, or indirectly through one or more intermediaries, is currently controlling, controlled by or under common control with the Property Owner, and (ii) for whom information, including financial information or operating data, concerning such Person is material to potential investors in their evaluation of the CFD and investment decision regarding the 2019 Bonds (i.e., information relevant to (a) the Property Owner's development plans with respect to the Property and ability to pay its Special Tax on the Property then owned by the Property Owner (to the extent the responsibility of the Property Owner) prior to delinquency, or (b) such Person's assets or funds that would materially affect the Property Owner's ability to develop the Property as described in the Preliminary Official Statement or to pay its Special Tax on the Property then owned by the Property Owner (to the extent the responsibility of the Property Owner) prior to delinquency). "**Person**" means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof. For purposes hereof, the term "**control**" (including the terms "**controlling**," "**controlled** by" or "**under common control with**") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

Statement, to pay the Special Tax due at any time with respect to the Property then owned by the Property Owner (to the extent the responsibility of the Property Owner) prior to delinquency, or the ability of the Property Owner to perform its obligations under the Continuing Disclosure Agreement.

4. The Property Owner agrees to execute at the closing of the Bonds the Continuing Disclosure Agreement substantially in the form attached as Appendix E-1 to the Preliminary Official Statement, with such additional changes as may be agreed upon by the Property Owner. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, the Property Owner is not aware of any material failures by it to comply in all material respects with previous continuing disclosure undertakings in a written certificate or agreement executed by it to provide periodic continuing disclosure reports or notices of material events respecting bond offerings in California within the past five years.

5. As of the date of the Preliminary Official Statement, the information contained therein solely with respect to the Property Owner, its Affiliates, the proposed development of the Property, ownership of the Property, the Property Owner's development plan, the Property Owner's financing plan, the Property Owner's lenders, if any, and contractual arrangements of the Property Owner or any Affiliates (including, if material to the Property Owner's development plan or the Property Owner's financing plan, other loans of such Affiliates) as set forth under the captions "INTRODUCTION," "PROPERTY OWNERSHIP AND PROPOSED DEVELOPMENT" and "CONTINUING DISCLOSURE – The Landowner," is true and correct in all material respects and did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

6. Except as described in the Preliminary Official Statement, there are no material loans outstanding and unpaid and no material lines of credit of the Property Owner or its Affiliates, that are secured by an interest in the Property. To the Actual Knowledge of the Undersigned, neither the Property Owner nor any of its Affiliates is currently in material default on any loans, lines of credit or other obligation related to the development of the Property or any other project which default is reasonably likely to materially and adversely affect the Property Owner's ability to develop the Property as described in the Preliminary Official Statement, to pay the Special Tax due with respect to the Property then owned by the Property Owner (to the extent the responsibility of the Property Owner) prior to delinquency, or the ability of the Property Owner to perform its obligations under the Continuing Disclosure Agreement.

7. To the Actual Knowledge of the Undersigned, the Property Owner is not aware that any of the Property has a current liability with respect to the presence of a substance presently classified as hazardous under the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 or applicable California law or is adversely affected by the presence of endangered or threatened species or habitat for endangered or threatened species.

8. The Property Owner covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Property Owner and its Affiliates which it controls will not bring any action, suit, proceeding, inquiry or investigation at law or in

equity, before any court, regulatory agency, public board or body, that in any way seeks to challenge or overturn the formation of the CFD, to challenge the adoption of the CFD Resolutions of the CFD, to invalidate the CFD or any of the Bonds or any refunding bonds related thereto, or to invalidate the special tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the notices of special tax lien relating thereto. The foregoing covenant shall not prevent the Property Owner in any way from bringing any other action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body including, without limitation, (a) an action or suit contending that the Special Tax has not been levied in accordance with the methodologies contained in the Rate and Method of Apportionment of Special Taxes, pursuant to which the Special Tax is levied, (b) an action or suit with respect to the application or use of the Special Tax levied and collected or (c) an action or suit to enforce the obligations of the City and/or the CFD under the CFD Resolutions, the Indenture, or any other agreements among the Property Owner, the City and/or the CFD or to which the Property Owner is a party or beneficiary.

9. The Property Owner consents to the issuance of the Bonds. The Property Owner acknowledges and agrees that the proceeds of the Bonds will be used as described in the Preliminary Official Statement.

10. The Property Owner intends to comply with the provision of the Mello-Roos Community Facilities District Act of 1982, as amended relating to the Notice of Special Tax described in Government Code Section 53341.5 in connection with the sale of the Property, or portions thereof.

11. To the Actual Knowledge of the Undersigned, the Property Owner is able to pay its bills as they become due and no legal proceedings are pending against the Property Owner (with proper service of process having been accomplished) or, to the Actual Knowledge of the Undersigned, threatened in writing in which the Property Owner may be adjudicated as bankrupt or discharged from any and all of its debts or obligations, or granted an extension of time to pay its debts or obligations, or be allowed to reorganize or readjust its debts, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

12. To the Actual Knowledge of the Undersigned, Affiliates of the Property Owner are able to pay their bills as they become due and no legal proceedings are pending against any Affiliate of the Property Owner (with proper service of process having been accomplished) or to the Actual Knowledge of the Undersigned, threatened in writing in which the Affiliates of the Property Owner may be adjudicated as bankrupt or discharged from any or all of their debts or obligations, or granted an extension of time to pay their debt or obligations, or be allowed to reorganize or readjust their debts or obligations, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

13. The Property Owner has been developing or has been involved in the development of property over an extended period of time. It is likely that the Property Owner has been delinquent at one time or another in the payment of *ad valorem* property taxes, special assessments, or special taxes. However, to the Actual Knowledge of the Undersigned, during the last five years, neither the Property Owner nor any Affiliate (during their period of ownership) has been delinquent to any material extent in the payment of any *ad valorem* property tax, special assessment or special tax on property in California owned

by the Property Owner or by any such Affiliate (during the period of their ownership) included within the boundaries of a community facilities district or an assessment district that (a) would have caused a draw on a reserve fund relating to such assessment district or community facilities district financing or (b) resulted in a foreclosure action being filed in a court of law against the delinquent Property Owner or its Affiliate.

14. The Property Owner has not filed for the reassessment of the assessed value of portions of the Property, other than in connection with the sale of homes to individual homebuyers.

15. To the Actual Knowledge of the Undersigned, there are no claims, disputes, suits, actions or contingent liabilities by and among the Property Owner, its Affiliates or any contractors working on the development of the Property which is reasonably likely to materially and adversely affect the development of the Property as described in the Preliminary Official Statement, the payment of the Special Tax due at any time with respect to the Property then owned by the Property Owner (to the extent the responsibility of the Property Owner) prior to delinquency, or the ability of the Property Owner to perform its obligations under the Continuing Disclosure Agreement.

16. Based upon the current development plans, including, without limitation, the current budget and subject to economic conditions and risks generally inherent in the development of real property, including, but not limited to, the risks described in the Preliminary Official Statement under the section entitled "BONDOWNERS' RISKS," to the Actual Knowledge of the Undersigned, the Property Owner presently anticipates that it will have sufficient funds to complete the development of the Property as described in the Preliminary Official Statement and to pay the Special Tax levied against the Property then owned by the Property Owner (to the extent the responsibility of the Property Owner) prior to delinquency and does not anticipate that the CFD will be required to resort to a draw on the Reserve Fund for payment of principal of or interest on the Bonds due to the Property Owner's nonpayment of the Special Tax. However, neither the Property Owner nor any of its Affiliates are obligated to pay the Special Tax or to make any additional capital contribution or loan to the Property Owner at any time, and the Property Owner reserves the right to change its respective development plan and financing plan for the Property at any time without notice, and there is no recourse against the Property Owner for the failure to pay the Special Tax other than the filing of a foreclosure action.

17. Solely as to the limited information described in the sections of the Preliminary Official Statement indicated in Paragraph 5 herein, the Property Owner agrees to indemnify and hold harmless, to the extent permitted by law, the City, the CFD, the Underwriter and their officials and employees, and each Person, if any, who controls any of the foregoing within the meaning of Section 15 of the Securities Act of 1933, as amended, or of Section 20 of the Securities Exchange Act of 1934, as amended (each, an "**Indemnified Party**" and, collectively, the "**Indemnified Parties**"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Party may become subject under any statute or at law or in equity and shall reimburse any such Indemnified Party for any reasonable legal or other expense incurred by it in connection with investigating any such claim against it and defending any such action, insofar as and solely to the extent such losses, claims, damages, liabilities or actions, or legal or other expenses, arise out of or are based upon any untrue statement or alleged untrue statement of a material fact or the omission or

alleged omission of a material fact by the Property Owner in the above-referenced information in the Preliminary Official Statement, as of its date, necessary to make the statements made by the Property Owner contained therein, in light of the circumstances under which they were made not misleading. This indemnity provision shall not be construed as a limitation on any other liability which the Property Owner may otherwise have to any Indemnified Party, *provided* that in no event shall the Property Owner be obligated for double indemnification, or for the negligence or willful misconduct of an Indemnified Party.

If any suit, action, proceeding (including any governmental or regulatory investigation), claim, or demand shall be brought or asserted against any Indemnified Party in respect of which indemnification may be sought pursuant to the above paragraph, such Indemnified Party shall promptly notify the Property Owner in writing; provided that the failure to notify the Property Owner shall not relieve it from any liability that it may have hereunder except to the extent that it has been materially prejudiced by such failure; and provided, further, that the failure to notify the Property Owner shall not relieve it from any liability that it may have to an Indemnified Party otherwise than under the above paragraph unless such liability was also conditioned upon such notice. If any such proceeding shall be brought or asserted against an Indemnified Party and it shall have notified the Property Owner thereof, the Property Owner shall retain counsel reasonably satisfactory to the Indemnified Party to represent the Indemnified Party in such proceeding and shall pay the fees and expenses of such counsel related to such proceeding, as incurred. In any such proceeding, any Indemnified Party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the Property Owner and the Indemnified Party shall have mutually agreed to the contrary; (ii) the Property Owner has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Party; (iii) the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Property Owner such that a material conflict of interest exists for such counsel; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Property Owner and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual differing interest between them. It is understood and agreed that the Property Owner shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for any given Indemnified Party, and that all such fees and expenses, to the extent reasonable, shall be paid or reimbursed as they are incurred. Any such separate firm shall be designated in writing by the Indemnified Party or Indemnified Parties which it represents. The Property Owner shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the Property Owner agrees to indemnify each Indemnified Party from and against any loss or liability by reason of such settlement or judgment. The Property Owner shall not, without the written consent of the Indemnified Party, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Party is a party and indemnification could have been sought hereunder by such Indemnified Party, unless such settlement (x) includes an unconditional release of such Indemnified Party, in form and substance reasonably satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party.

18. If between the date hereof and the Closing Date any event relating to or affecting the Property Owner, its Affiliates, the proposed development of the Property, ownership of the Property, the Property Owner's development plan, the Property Owner's financing plan, the Property Owner's lenders, if any, and contractual arrangements of the Property Owner or any Affiliates (including, if material to the Property Owner's development plan or the Property Owner's financing plan, other loans of such Affiliates) shall occur of which the Property Owner has actual knowledge which would cause the information under the sections of the Preliminary Official Statement indicated in Paragraph 5 hereof, to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Property Owner shall notify the City, the CFD and the Underwriter and if in the opinion of counsel to the City or the Underwriter such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, the Property Owner shall reasonably cooperate with the City and the CFD in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance satisfactory to counsel to the City, the CFD and to the Underwriter.

19. The Property Owner agrees to deliver the Closing Certificate of Taylor Morrison of California, LLC (the "**Closing Certificate**") dated the date of issuance of the Bonds at the time of issuance of the Bonds in substantially the form attached as Exhibit A. If any event related to or affecting the Property Owner, its Affiliates, or the ownership, development or sale of the Property occurs, as a result of which it is necessary to modify the Closing Certificate, the Property Owner agrees to deliver a new Closing Certificate revised to reflect such event.

20. On behalf of the Property Owner, I have reviewed the contents of this Letter of Representations and have met with counsel to the Property Owner for the purpose of discussing the meaning of the contents of this Letter of Representations. The Property Owner acknowledges and understands that a variety of state and federal securities laws, including, but not limited to the Securities Act of 1933, as amended, and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, as amended, may apply to the Property Owner and that under some circumstances, certification as to the matters set forth in this Letter of Representations, without additional disclosures or other action, may not fully discharge all duties and obligations of the Property Owner under such securities laws.

[Remainder of Page Intentionally Left Blank]

The undersigned has executed this Letter of Representations solely in his capacity as an authorized officer or representative of the Property Owner and he will have no personal liability arising from or relating to this Letter of Representations. Any liability arising from or relating to this Letter of Representations may only be asserted against the Property Owner.

TAYLOR MORRISON OF CALIFORNIA, LLC,
a California limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT A

COMMUNITY FACILITIES DISTRICT NO. 2015-1
(SYCAMORE HILLS) OF THE CITY OF UPLAND,
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
SPECIAL TAX BONDS, SERIES 2019A (IMPROVEMENT AREA NO. 1)

And

COMMUNITY FACILITIES DISTRICT NO. 2015-1
(SYCAMORE HILLS) OF THE CITY OF UPLAND,
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
SPECIAL TAX BONDS, TAXABLE SERIES 2019B (IMPROVEMENT AREA NO. 1)

CLOSING CERTIFICATE OF TAYLOR MORRISON OF CALIFORNIA, LLC

[Closing Date]

City of Upland
460 North Euclid Avenue
Upland, California 91785-0460

Community Facilities District No. 2015-1 (Sycamore Hills)
of the City of Upland, County of San Bernardino, State of California
460 North Euclid Avenue
Upland, California 91785-0460

Hilltop Securities Inc.
2533 South Coast Hwy 101, Suite 250
Cardiff by the Sea, California 92007

Ladies and Gentlemen:

Reference is made to above-captioned bonds (collectively, the "**Bonds**"), and to the Bond Purchase Agreement, dated _____ , 2019 (the "**Purchase Agreement**"), entered into in connection therewith. This Closing Certificate of Taylor Morrison of California, LLC (the "**Closing Certificate**") is delivered pursuant to Section 4(d)(13) of the Purchase Agreement. Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Letter of Representations of Taylor Morrison of California, LLC (the "**Letter of Representations**"), dated _____, 2019, delivered by Taylor Morrison of California, LLC, a California limited liability company (the "**Property Owner**"), which is attached hereto as Exhibit A.

The undersigned certifies that he is familiar with the facts herein certified and is authorized and qualified to certify the same as an authorized officer or representative of the Property Owner, and the undersigned, on behalf of the Property Owner, further certifies as follows:

1. The Property Owner has received the final Official Statement dated _____ , 2019 relating to the Bonds (the "**Official Statement**"). To the Actual Knowledge of the Undersigned,

each statement, representation and warranty made in the Letter of Representations is true and correct in all material respects on and as of the date hereof with the same effect as if made on the date hereof, except that all references therein to the Preliminary Official Statement shall be deemed to be references to the final Official Statement.

2. The Property Owner has executed the Majority Property Owner Continuing Disclosure Agreement.

3. To the Actual Knowledge of the Undersigned, no event has occurred since the date of the Preliminary Official Statement affecting the statements and information described in the sections of the Official Statement referenced in Paragraph 5 of the Letter of Representations (and subject to the limitations and exclusions contained in Paragraph 5 of the Letter of Representations) relating to the Property Owner, its Affiliates, the proposed development of the Property, ownership of the Property, the Property Owner's development plan, the Property Owner's financing plan, the Property Owner's lenders, if any, and contractual arrangements of the Property Owner or any Affiliates (including, if material to the Property Owner's development plan or the Property Owner's financing plan, other loans of such Affiliates), which should be disclosed in the Official Statement for the purposes for which it is to be used in order to make such statements and information contained in the Official Statement not misleading in any material respect.

4. For the period through 25 days after the "**end of the underwriting period**" as defined in the Purchase Agreement to mean the date hereof, if any event relating to or affecting the Property Owner, its Affiliates, the proposed development of the Property, ownership of the Property, the Property Owner's development plan, the Property Owner's financing plan, the Property Owner's lenders, if any, and contractual arrangements of the Property Owner or any Affiliates (including, if material to the Property Owner's development plan or the Property Owner's financing plan, other loans of such Affiliates) shall occur as a result of which it is necessary, in the opinion of the Underwriter or counsel to the City or the CFD, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it was delivered to a purchaser, the Property Owner shall reasonably cooperate with the City and the Underwriter in the preparation and publication of a supplement or amendment to the information described in the sections of the Official Statement referenced in Paragraph 5 of the Letter of Representations, in form and substance satisfactory to the Underwriter and counsel to the City and the CFD which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading.

[Remainder of Page Intentionally Left Blank]

The undersigned has executed this Closing Certificate solely in his capacity as an authorized officer or representative of the Property Owner and he will have no personal liability arising from or relating to this Closing Certificate. Any liability arising from or relating to this Closing Certificate may only be asserted against the Property Owner.

TAYLOR MORRISON OF CALIFORNIA, LLC,
a California limited liability company

By:_____

Name: _____

Title: _____

EXHIBIT D

FORM OF ISSUE PRICE CERTIFICATE

$_____
COMMUNITY FACILITIES DISTRICT NO. 2015-1 (SYCAMORE HILLS)
OF THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
SPECIAL TAX BONDS, SERIES 2019A (IMPROVEMENT AREA NO. 1)

The undersigned, on behalf of Hilltop Securities Inc. (the "Underwriter") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. Sale of the Bonds. As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. Initial Offering Price of the Hold-the-Offering-Price Maturities.

(a) Underwriter offered the Hold-the-Offering-Price Maturity to the Public for purchase at the respective initial offering price listed in Schedule A (the "Initial Offering Price") on or before the Sale Date.

(b) As set forth in the Bond Purchase Agreement, dated _____ , 2019, by and between the Issuer and Underwriter, Underwriter has agreed in writing that, (i) for the Hold-the-Offering-Price Maturity, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) will offer or sell any Hold-the-Offering-Price Maturity at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. The aggregate of the sale prices of the Bonds is $_____ (the "Issue Price").

4. In our opinion, the Initial Offering Price for each maturity of the Bonds does not exceed the fair market value of such Bonds to the public as of the Sale Date.

5. Based upon our experience in marketing and maintaining a market for obligations having terms and credit arrangements similar to those underlying the Bonds, the Reserve Requirement contemplated under the Bond Indenture, dated as of _____ 1, 2019, by and between the Issuer and U.S. Bank National Association, pursuant to which the Bonds are being issued, was a vital and necessary factor in marketing the Bonds to the public and is both reasonably required and necessary to the maintenance of an orderly market for the Bonds.

6. The weighted average maturity of the Bonds is _____ years.

7. The Yield on the Bonds is _____%, being the discount rate which, when used in computing the present worth of all payments of principal and interest to be paid on the Bonds, computed on the basis of a 360-day year and semi-annual compounding produces an amount equal to the Issue Price of the Bonds [, computed with the following adjustment. The Bonds maturing (i) on September 1, 20__, and (ii) on September 1, 20__ are the only Bonds that are subject to optional redemption before maturity and have an Initial Offering Price that exceeds their stated redemption price at maturity by more than one-fourth of one percent multiplied by the product of their stated redemption price at maturity and the number of complete years to their first optional redemption date. Accordingly, in computing the Yield on the Bonds, such Bonds were treated as retired on their optional redemption date or at maturity to result in the lowest Yield on the Bonds. To the extent that we provided the Issuer and bond counsel with certain computations that show a bond yield, issue price, weighted average maturity and certain other information with respect to the Bonds, these computations are provided for informational purposes and are based on our understanding of directions that we have received from bond counsel regarding interpretation of the applicable law. We express no view regarding the legal sufficiency of any such computations or the correctness of any legal interpretation made by bond counsel].

8. [None of the Bonds subject to mandatory early redemption has a stated redemption price that exceeds the initial offering price of such bond by more than one-fourth of one percent multiplied by the product of its stated redemption price at maturity and the number of years to its weighted average maturity date.]

9. [None of the Bonds is subject to optional redemption within five years of the Issue Date of the Bonds, and none of the Bonds subject to optional redemption has an Initial Offering Price that exceeds its stated redemption price at maturity by more than one-fourth of one percent multiplied by the product of its stated redemption price at maturity and the number of complete years to its first optional redemption date.]

10. Defined Terms.

(a) Issuer means Community Facilities District No. 2015-1 (Sycamore Hills) of the City of Upland, County of San Bernardino, State of California.

(b) Maturity means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) Sale Date means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____ , 2019.

(e) Underwriter means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

Other capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Certificate Regarding Compliance with Certain Tax Matters (the "Tax Certificate") executed by the Issuer and the City of Upland (the "City") with respect to the Bonds.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer and the City with respect to certain of the representations set forth in the Tax Certificate relating to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Richards, Watson & Gershon, A Professional Corporation, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer and the City from time to time relating to the Bonds.

HILLTOP SECURITIES INC.

By:_____

Name:_____

Dated: _____, 2019

CONTINUING DISCLOSURE AGREEMENT
(ISSUER)

This Continuing Disclosure Agreement (the "Disclosure Agreement"), dated as of [June] 1, 2019 is executed and delivered by the Community Facilities District No. 2015-1 (Sycamore Hills) of the City of Upland, County of San Bernardino, State of California (the "District") and Willdan Financial Services, as dissemination agent (the "Dissemination Agent") in connection with the issuance by the District of its $[tax-exempt principal amount] aggregate principal amount of Special Tax Bonds, Series 2019A (Improvement Area No. 1) (the "Tax-Exempt Bonds") and $[taxable principal amount] aggregate principal amount of Special Tax Bonds, Taxable Series 2019B (Improvement Area No. 1) (the "Taxable Bonds" and together with the Tax-Exempt Bonds, the "Bonds"). The Bonds are being issued pursuant to a Bond Indenture, dated as of [June] 1, 2019 (the "Indenture"), by and between the District and U.S. Bank National Association, as trustee (the "Trustee"). The District and the Dissemination Agent covenant and agree as follows:

Section 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the District and the Dissemination Agent for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule (as defined below).

Section 2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Agreement, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Dissemination Agent" shall mean Willdan Financial Services, or any successor Dissemination Agent designated in writing by the District and which has filed with the District and the Trustee a written acceptance of such designation.

"EMMA" shall mean the Electronic Municipal Market Access system located at http://www.emma.msrb.org, which is the centralized on-line repository for municipal disclosure documents to be filed with the MSRB pursuant to the Rule, or such other successor repository site as prescribed by the MSRB.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"Obligated Person" shall mean any person, including an issuer of municipal securities, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities).

"Official Statement" shall mean the final Official Statement, dated ___ 2019, relating to the Bonds.

"Participating Underwriter" shall mean Hilltop Securities, Inc., the original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Provisions of Annual Reports.

(a) The District shall, or shall cause the Dissemination Agent to, not later than March 31 of each year, commencing March 31, 2020 with the report for the 2018-19 fiscal year, provide to the MSRB, via EMMA, in an electronic format accompanied by identifying information as prescribed by the MSRB, an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the City for the Fiscal Year may be submitted separately from the balance of the Annual Report, and later than the date required above for the filing of the Annual Report if not available by that date. If the District's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(b).

(b) Not later than fifteen (15) business days prior to the applicable date specified in subsection (a) above for providing the Annual Report to the MSRB, the District shall provide the Annual Report to the Dissemination Agent (if other than the District). If by such date, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the District to determine if the District is in compliance with the first sentence of this subsection (b). The District shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder.

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to the MSRB by the date required in subsection (a), the Dissemination Agent shall send a notice to the MSRB in such form as prescribed by, or acceptable to, the MSRB.

(d) The Dissemination Agent (if other than the District) shall, if and to the extent, the District has provided an Annual Report in final form to the Dissemination Agent for dissemination, file a report with the District certifying that the Annual Report has been provided to the MSRB pursuant to this Disclosure Agreement, and stating the date it was provided.

Section 4. Content of Annual Reports. The District's Annual Report shall contain or incorporate by reference the following:

(a) Audited financial statements of the City prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. Such financial statements shall be accompanied by a statement substantially as follows:

> THE CITY'S ANNUAL FINANCIAL STATEMENTS ARE PROVIDED SOLELY TO COMPLY WITH THE SECURITIES EXCHANGE COMMISSION STAFF'S INTERPRETATION OF RULE 15c2-12. EXCEPT FOR THE REVENUES AND CERTAIN FUNDS AND ACCOUNTS HELD UNDER THE INDENTURE RELATING TO THE BONDS, NO FUNDS OR ASSETS OF THE CITY ARE REQUIRED TO BE USED TO PAY DEBT SERVICE ON THE BONDS. THE CITY IS NOT OBLIGATED TO

ADVANCE AVAILABLE FUNDS TO COVER ANY DELINQUENCIES. INVESTORS SHOULD NOT RELY ON THE FINANCIAL CONDITION OF THE CITY IN EVALUATING WHETHER TO BUY, HOLD OR SELL THE BONDS.

(b) To the extent not contained in the audited financial statements filed pursuant to the preceding subsection (a) by the date required by Section 3 hereof, the following information:

1) The principal amount of Bonds outstanding as of October 1 preceding the filing of the Annual Report.

2) The current balance in the Reserve Account of the Special Tax Fund held under the Indenture and the Reserve Requirement, as of the October 1 preceding the filing of the Annual Report.

(c) To the extent not contained in the audited financial statements filed pursuant to the preceding subsection (a) by the date required by Section 3 hereof, other financial information and operating data relating to the Improvement Area No. 1 of the District, contained in the Official Statement for the Bonds as follows:

1) For the more recent ended Fiscal Year preceding the filing of the Annual Report, an update to the development status of the parcels within Improvement Area No. 1, classified as "Developed Property" and "Undeveloped Property" within Improvement Area No. 1 of the District, in substantially the form set forth in table entitled "Appraised Values and Value to Lien Ratio" contained in the Official Statement under "THE DISTRICT -- Appraised Value to Lien Ratio.".

2) The Special Tax delinquency rate for all parcels within Improvement Area No. 1 of the District on which the Special Taxes are levied, as shown on the assessment roll of the San Bernardino County Assessor last equalized prior to October 1 preceding the filing of the Annual Report and other related information.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which have been available to the public on the MSRB's internet web site or filed with the Securities and Exchange Commission. The District shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the District shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds, which notice shall be given in a timely manner, not in excess of ten (10) business days after the occurrence of such Listed Event:

1) Principal and interest payment delinquencies;

2) Non-payment related defaults, if material;

3) Unscheduled draws on debt service reserves reflecting financial difficulties;

4) Unscheduled draws on credit enhancements reflecting financial difficulties;

5) Substitution of credit or liquidity providers, or their failure to perform;

6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

7) Modifications to rights of security holders, if material;

8) Bond calls, if material, and tender offers;

9) Defeasances;

10) Release, substitution, or sale of property securing repayment of the securities, if material;

11) Rating changes;

12) Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

13) The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

15) Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and

16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

(b) The Dissemination Agent shall, within one (1) business day after obtaining knowledge of the occurrence of any of the events listed in Section 5(a) (1), (3), (4), (5), (6), (9), (11), (12) or (16) inform the District of the occurrence of such event. As soon as reasonably practicable after obtaining knowledge of the occurrence of such event, the District shall, or shall cause the Dissemination Agent to, file in a timely manner, not in excess of ten (10) business days after the occurrence of any such event, a notice of such occurrence with the MSRB, in an electronic format accompanied by identifying information as prescribed by the MSRB.

(c) The Dissemination Agent shall, within one (1) business day after obtaining knowledge of the occurrence of any of any of the events listed in Section 5(a) (2), (7), (8), (10), (13), (14), or (15) inform the District of the occurrence of such event and request that the District promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to subsection (d).

(d) Whenever the District obtains knowledge of the occurrence of any event specified in Section 5(a) (2), (7), (8), (10), (13), (14) or (15), the District shall as soon as possible, in order to meet the ten (10) business day deadline to file notices required under the Rule and pursuant to the following sentence, determine if such event would be material under applicable Federal securities law. If the District determines that knowledge of the occurrence of such event would be material under applicable Federal securities law, the District shall, or shall cause the Dissemination Agent to, file in a timely manner, not in excess of ten (10) business days after the occurrence of any such event, a notice of such occurrence with the MSRB, in an electronic format accompanied by identifying information as prescribed by the MSRB.

Section 6. Termination of Reporting Obligation. The District's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all the Bonds. If such termination occurs prior to the final maturity of the Bonds, the District shall give notice of such termination in the same manner as for a Listed Event under Section 5(b).

Section 7. Dissemination Agent.

(a) The District hereby appoints and engages Willdan Financial Services as the Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Disclosure Agreement. The District may replace the Dissemination Agent with or without cause. If at the time there is no designated Dissemination Agent appointed by the District, the District shall be the Dissemination Agent and undertake or assume its obligations hereunder.

Any company succeeding to all or substantially all of the Dissemination Agent's corporate trust business shall be the successor to the Dissemination Agent hereunder without the execution or filing of any paper or any further act. The Dissemination Agent may resign its duties hereunder by giving 30-days written notice to the District.

(b) The Dissemination Agent shall be paid compensation by the District for its services provided hereunder in accordance with its schedule of fees agreed to between the Dissemination Agent and the District from time to time and for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the District hereunder and shall not be deemed to be acting in any fiduciary capacity for the District, holders or beneficial owners or any other party. The Dissemination Agent may rely and shall be protected in acting or refraining from acting upon any direction from the District or an opinion of bond counsel.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the District may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal

requirements, change in law, or change in the identity, nature, or status of an Obligated Person with respect to the Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Indenture for amendments to the Indenture with the consent of holders, or (ii) does not, in the opinion of bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided. For purposes of this paragraph, "impact" has the meaning as that word is used in the letter from the staff of the Securities and Exchange Commission to the National Association of Bond Lawyers dated June 23, 1995.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the District to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative. A notice of the change in the accounting principles shall be sent to the MSRB in the same manner as for a Listed Event under Section 5(b).

No amendment to this Agreement which modifies the duties or rights of the Dissemination Agent shall be made without the prior written consent of the Dissemination Agent.

Section 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the District shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the District or the Dissemination Agent to comply with any provision of this Disclosure Agreement, any Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under

the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the District or the Dissemination Agent to comply with this Disclosure Agreement shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. All of the immunities, indemnities, and exceptions from liability in Article VI of the Indenture insofar as they relate to the Trustee shall apply to the Dissemination Agent in this Disclosure Agreement. The Dissemination Agent (if other than the Trustee or the Trustee in its capacity as Dissemination Agent) shall have only such duties as are specifically set forth in this Disclosure Agreement, and the District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall be paid compensation by the District for its services provided hereunder in accordance with its schedule of fees as amended from time to time and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the District, the Owners, or any other party. The Dissemination Agent may rely and shall be protected in acting or refraining from acting upon any direction from the District or an opinion of bond counsel. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. No person shall have any right to commence any action against the Dissemination Agent seeking any remedy other than to compel specific performance of this Agreement. The Dissemination Agent shall not be liable under any circumstances for monetary damages to any person for any breach of this Agreement.

Section 12. Notices. Any notices or communications to or among any of the parties to this Disclosure Agreement may be given as follows:

To the District: Community Facilities District No. 2015-1 (Sycamore Hills) of the City of Upland, County of San Bernardino, State of California
460 North Euclid Avenue
P.O. Box 460
Upland, California 91785-0460
Attention: Finance Officer
Email: lhelms@ci.upland.ca.us

To the Dissemination Agent: Willdan Financial Services
27368 Via Industria, Suite 200
Temecula, California 92590
Attention: Chris Fisher, Vice President
Email: cfisher@willdan.com

Section 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 14. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Disclosure Agreement as of the date first written above.

COMMUNITY FACILITIES DISTRICT NO. 2015-1 (SYCAMORE HILLS) OF THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

_____

Mayor of the City of Upland

WILLDAN FINANCIAL SERVICES
as Dissemination Agent

_____

Authorized Representative

STAFF REPORT

ITEM NO. 14.B.

DATE:	June 24, 2019
TO:	MAYOR AND CITY COUNCIL
FROM:	ROSEMARY HOERNING, ACTING CITY MANAGER
PREPARED BY:	ROBERT D. DALQUEST, DEVELOPMENT SERVICES DIRECTOR GIOVANNI ARELLANO, CONTRACT REHABILITATION PROGRAM ADMINISTRATOR
SUBJECT:	MEMORANDUM OF UNDERSTANDING AUTHORIZING COLLABORATION WITH GRID ALTERNATIVES INLAND EMPIRE TO CONDUCT NO COST SOLAR INSTALLATION FOR LOW TO MODERATE INCOME HOMEOWNERS WITHIN CITY LIMITS

RECOMMENDED ACTION

It is recommended that the City Council adopt a Resolution establishing a partnership with GRID Alternatives Inland Empire ("GRID IE") to promote community participation in their no-cost solar photovoltaic system installation program for eligible low- to moderate-income Upland homeowners; and authorize the acting City Manager to execute a Memorandum of Understanding with GRID Alternatives for the purpose of providing no-cost solar systems for all qualifying residents.

GOAL STATEMENT

The proposed action supports the City's goal to reduce greenhouse gas emission as stated in the City's Climate Action Plan and promote the growth of green jobs via the Green Valley Initiative. In addition, this action would continue to foster the City's goal of maintaining and providing affordable housing options in Upland as stated in the General Plan's Housing Element and Five-Year Consolidated Plan.

BACKGROUND

GRID Alternatives is the statewide program administrator for the California Public Utility Commission's Single-family Affordable Solar Homes (SASH) Program with GRID IE being their Inland Empire regional office. Recently, GRID Alternatives was awarded additional funds from California's Cap and Trade Program to further the State's goal of increasing the

generation of clean, sustainable energy via solar power per the cap and trade system. As a non-profit 501(c)(3) solar company founded in 2004 to make renewable energy technology and job training accessible to underserved communities, GRID Alternatives installs rooftop solar photovoltaic systems on eligible low- to moderate-income properties within partner communities. These rooftop solar photovoltaic systems are installed at no cost to the property owner or the partner cities. To be eligible for project consideration, the household total annual income must fall within the program's income limits of 80% or below the San Bernardino County's Area Median Income (AMI) as determined by the California Department of Housing and Community Development (HCD) (see Table A) or be within the boundaries of the program's Disadvantaged Community Area (see Map A) as established by the California Environmental Protection Agency (CalEPA). A disadvantage community is a census tract, or group of census tracts, that disproportionately is burdened by multiple sources of pollution and with population characteristics that makes those census tract(s) more sensitive to pollution. A project's viability to receive a rooftop solar photovoltaic system is weighted by such factors as household income, geographical location, optimal roof exposure, tree/shade coverage and roof condition (roofs must have a minimum 10-year usable life left). In addition to the roof top solar photovoltaic system installation, GRID Alternatives, provides a no-charge workforce development and volunteerism component providing valuable on the job training to prepare workers (many of which are lower income area residents) for jobs in the fast-growing solar industry such as installation and project managing to system designing, to program marketing and administration.

TABLE A: AREA MEDIAN INCOME HCD (EFF. 6/1/18)

Household Size	Maximum Income Limit (80% AMI)
1	$37,750
2	$43,150
3	$48,550
4	$53,900
5	$58,250
6	$62,550
7	$66,850
8	$71,150

ISSUES/ANALYSIS

For program participants, GRID IE's services include photovoltaic system design and installation, workforce development, sustainable energy education and community engagement. GRID IE estimates that over 60% of low-income working households they serve have a severe housing cost burden and typically over half of their participants' household income is used for housing expenses, inclusive of energy bills. Therefore, participation with GRID IE, partially alleviates this economic burden due to fact that the no-cost installation of a rooftop solar photovoltaic system can drastically reduce energy bills associated with the property. These rooftop solar installations have the economic benefit of providing energy cost savings for lower income homeowners by placing money back into the household's budget and subsequently that surplus is reinvested back into the community. Another unique economic benefit provided by GRID IE is that the installation process connects volunteers and job seekers with an opportunity for free "hands-on training" in the rapidly growing field of solar installation; thus, promoting workforce development.

GRID IE is no stranger to Upland, in FY2012-13 GRID IE applied for and received CDBG funding in the amount of $12,500.00 to assist with their administrative costs associated with implementing their Single-family Affordable Solar Homes (SASH) program in the City. Through SASH, GRID IE has invested nearly $275,000 worth of retail value in rooftop solar photovoltaic projects, at no-cost to 13 property owners, in Upland. These projects are producing approximately 51kW of solar electricity and averaging an annual household savings of $1,052 for the participants. This partnership is paying dividends as GRID IE continues to

seek new resources and opportunities to serve our community. As such, GRID IE once again would like to partner with the City to encourage eligible Upland property owners to utilize the SASH and/or Cap and Trade funds available to install renewable rooftop solar photovoltaic systems on their property with the goal of completing 20 projects in Upland by the end of 2020. Currently, GRID IE is conducting this program in several neighboring cities, including City of Ontario, Rancho Cucamonga, Redlands, Rialto and Riverside.

GRID IE Program Details:

- Only owner-occupied single-family homes are eligible
- Property must be in the "target area" as established by the Disadvantaged Community Area, as required by California's Cap and Trade Program
- Properties outside of the Disadvantaged Community Area must have a household income at or less than 80% of the County Area Medium Income as established by HCD income limits
- Grant funded (no repayment required)
- Average per project funding ranges from $15,000 to $20,000
- No lien is recorded against the property
- No property equity is required
- No restriction on resale

To further encourage the program, the City will contribute the cost of the solar permit fee of $480.00 per household. This will reduce the overall direct costs of implementing the program and make the program available to more City residents. Funding for the permit costs shall be derived from the Housing Fund consistent with its primary mandate of assisting or promoting affordable housing activities and/or projects, while generating additional revenue for the General Fund.

GRID IE's program differs from other Property Assessed Clean Energy (PACE) financing programs already in existence in Upland since GRID IE's program is available at "no cost" to qualified lower income property owners and does not have any loan repayment terms nor an interest rate associated with the project. Each qualified property owner, decides for themselves, if GRID IE meets their energy needs as it is one of many options available to property owners for energy efficiency improvements within the City.

This renewed partnership with GRID IE is immensely valuable as the City works towards meeting its Climate Action Plan, Green Valley Initiative and Affordable Housing sustainability goals. By supporting GRID IE, in their mission, Upland works within a framework of social, economic and environmental justice increasing the amount of renewable energy generated and used in the Inland Empire to the betterment of the local community and region as a whole.

If approved, staff will work with GRID IE to develop marketing strategies including letters of support, newspaper articles, neighborhood mailers, canvasing a target area, holding neighborhood workshops at the Carnegie Library and advertising the program on the City's web page and various social media outlets.

This activity is not considered a project under the California Environmental Quality Act (CEQA).

FISCAL IMPACTS

The GRID IE partnership has no direct financial cost to the General Fund; however, staff time will be required to assist in promoting the program. Fiscal impacts to the Housing Fund are

estimated to be $9,600.00 annually; however, this amount may change depending on the number of projects are completed.

ALTERNATIVES

Provide alternative direction to staff.

ATTACHMENTS:

Resolution
Memorandum of Understanding
Map

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UPLAND ESTABLISHING A PARTERSHIP WITH GRID ALTERNATIVES INLAND EMPIRE TO PROMOTE COMMUNITY PARTICIPATION IN THEIR NO-COST ROOFTOP SOLAR PHOTOVOLTAIC SYSTEM INSTALLATION PROGRAM FOR LOW-INCOME HOMEOWNERS AND PROVIDE SOALR PERMIT FEES

Intent of the Parties and Findings

(i) GRID Alternative Inland Empire (GRID IE) is a 501 (c) (3) organization that installs rooftop solar photovoltaic systems on qualifying properties and prepares workers for jobs in the fast growing solar industry through the Single-family Affordable Solar Housing Program; and

(ii) GRID IE was contracted as the statewide program manager to implement the Single-Family Affordable Solar Homes (SASH) Program and is the primary installer and Program Manager for SASH; and

(iii) Through the SASH Program, GRID IE installs rooftop solar photovoltaic systems at owner-occupied homes located within the boundaries of a Disadvantaged Community Area as identified by CalEPA/CalEnviroScreen or on household whose income does not exceed 80% of the area median income as identified by California's Housing and Community Development Department income limits; and

(iv) Homeowners participating in the SASH Program pay no out-of-pocket costs, will not have a lien recorded against the property, are not required to have any home equity, and have no restriction on resale of the property; and

(v) The City Council adopted the Climate Action Plan, Green Valley Initiative and Housing Element which encourages the increased use of renewable energy and facilitating access to solar energy for low-income homeowners.

NOW, THEREFORE, the City Council hereby finds, determines and resolves as follows:

Section 1. The City Council hereby establishes a partnership with GRID IE to promote participation in their no-cost rooftop solar photovoltaic system installation program for low-income homeowners by allowing the City or designee to enter into a Memorandum of Understanding.

Section 2. The City Council hereby approves providing solar permit fees for residential installations completed in Upland by GRID IE.

Section 3. The City agrees to utilize its resources to promote participation such as advertising in the local newspaper, the City's website, and on various social

media outlets, in addition to other promotional strategies that may be mutually developed.

Section 4. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED and ADOPTED this 24th day of June, 2019.

_____
Debbie Stone, Mayor

I, Keri Johnson, City Clerk of the City of Upland, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 24th day of June, 2019, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

ATTEST: _____
Keri Johnson, City Clerk

MEMORANDUM OF UNDERSTANDING

GRID Alternatives Inland Empire ("GRID IE") is a nonprofit organization whose mission is to make renewable energy technology and job training accessible to underserved communities. GRID IE brings together community partners, volunteers and job trainees to implement solar power and energy efficiency for low-income families, providing energy cost savings, valuable hands-on experience, and a source of clean, local energy that benefits pollution-burdened communities. Since 2010, GRID IE has installed over 1,400 solar systems for disadvantaged families in Riverside, San Bernardino, and Inyo Counties, saving over $52 million in lifetime electricity costs, preventing 130,000 tons of greenhouse gas emissions, and providing close to 3,000 community members with on-the-job solar installation training and connections to future career opportunities.

This **MEMORANDUM OF UNDERSTANDING (MOU)** is entered into between GRID IE and CITY OF UPLAND for the purpose of providing no-cost solar systems through GRID Alternatives' Energy for All program to qualifying homeowners that reside in environmentally disadvantaged communities, while supporting GRID Alternatives' job training model.

Under this MOU, GRID IE and CITY OF UPLAND will coordinate and collaborate on an outreach and clean energy education campaign for future low-income clients, job trainees, and other community partners, and help identify and secure low-income household participation for the aforementioned program.

1) **PURPOSE:** To outline the relationship between GRID IE and CITY OF UPLAND for the purposes of providing no cost, clean, solar powered energy, environmental benefits, and a significant decrease in utility bills for qualified households while promoting GRID IE's free job training model.

PARTNER CITY OF UPLAND **SHALL:**

a) Distribute GRID IE flyers/collateral to residents and community-based organizations at office locations and during/at local events.

b) In partnership with GRID IE, conduct education for homeowners and/or job trainees that reside in environmentally disadvantaged communities in CITY OF UPLAND during workshops, town halls, block parties, and related community events.

c) Include GRID IE's logo/banner and no-cost solar program and free solar job training information in your newsletter.

d) Include GRID IE's logo/banner and no-cost solar program and free solar job training information in email updates, website, and on social media pages.

e) Encourage key stakeholders and anchor organizations to partner in conducting workshops and clinics for residents and solar job trainees in local communities.

f) Distribute information letter on organization's letterhead, co-branded with GRID IE letterhead, to constituents and organizations, encouraging participation in no cost solar installation program and free solar job training information, or provide mailing list to GRID IE.

g) Where mutually beneficial, provide letters of support for GRID IE fundraising applications that are specific to qualified households; where mutually beneficial, collaborate on joint applications for funding of solar electricity and other clean energy technologies for qualified households and workforce development.

h) Assist GRID IE in collecting installation related stories, quotes, and photos to be used by and to promote GRID IE and programs.

GRID IE SHALL:

a) Collaborate with CITY OF UPLAND representatives to qualify and educate families about solar energy, energy efficiency, free solar job training and program specifics.

b) Provide current funding assets (product and financing partnerships) to cover the current cost of solar electricity for qualified households and offer free solar job training opportunities.

c) Consult when necessary on various funding models to support future access to solar electricity and other clean energy technologies for qualified households and future multi-family housing developments.

d) Where mutually beneficial, collaborate on joint applications for funding of solar and other clean energy technologies for qualified households and solar workforce development.

e) Lead the permitting, workforce development, construction, and installations of solar installation.

f) Assist CITY OF UPLAND in collecting stories, quotes, and photos to be used by GRID IE for promotion of the program.

2) IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

a) Communications, Public Relations, and Media. Use of parties' name, logo and other trademarks must be approved via email by the other party.

b) Participation in Similar Activities. This MOU in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, or individuals.

c) Personal Information. GRID IE and CITY OF UPLAND will protect personal information of clients and volunteers/job trainees to prevent identity theft and other misuses of personal information.

d) Non-Discrimination. Both parties agree to comply with all Federal, State, and local laws that prohibit discrimination. Specifically, the parties certify that no persons employed by, clients

served by, and volunteers of CITY OF UPLAND GRID, or affiliates will be discriminated against on the basis of their race, color, national origin, ancestry, creed, religion, age, citizenship, veteran status, sex, sexual orientation, gender, gender identity or expression, marital status or civil partnership/union status, physical or mental disability, medical condition, genetic characteristics, pregnancy, childbirth, possession of an undocumented drivers' license, or any other basis prohibited by applicable federal, state or local law.

e) Indemnification. GRID shall indemnify, defend and hold harmless CITY OF UPLAND its officers, officials, employees and volunteers from all liability, to the extent related to GRID's acts, errors, omissions or those of its officers, officials, employees and volunteers under this MOU.

f) Modification. This MOU may be modified with the approval of both parties, provided both parties sign the revised written MOU. A modification request must be presented in writing at least 5 business days prior to the modification effective date.

g) Termination. This MOU takes effect upon signature by both parties and shall remain in effect indefinitely. Either party may terminate this MOU with written notice to the other.

3) PRINCIPAL CONTACTS.

a) The principal contacts for this MOU are:

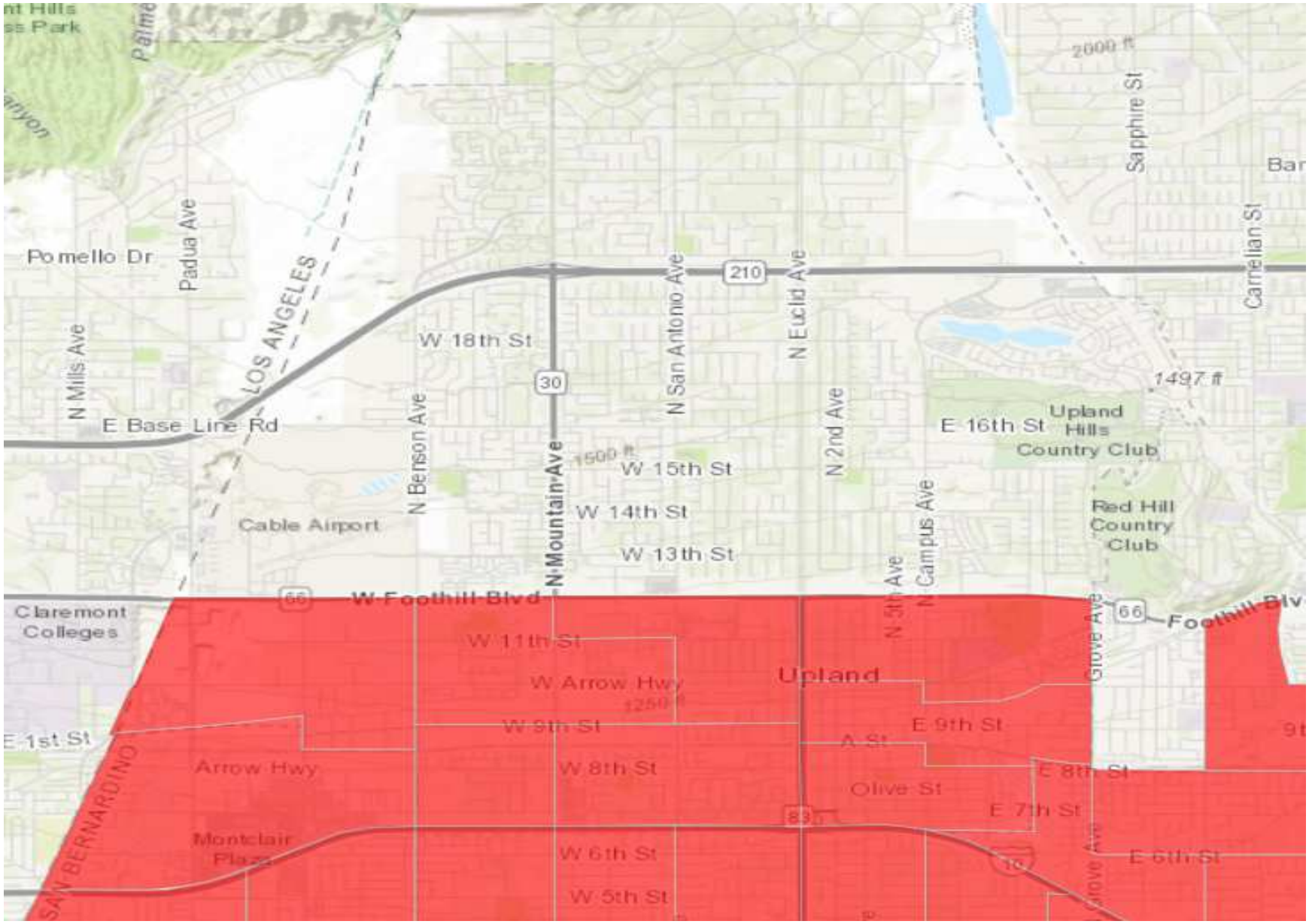
GRID Alternatives Inland Empire
1660 Chicago Ave, #M21
Riverside, CA 92501
Attn: Kari H'Orvath, Outreach Manager
951-471-7045
khorvath@gridalternatives.org

City of Upland
460 N. Euclid Avenue
Upland, CA 91786
Liz Chavez, Dev. Serv. Manager
909-931-4146
lchavez@ci.upland.ca.us

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the last written date below:

Regional Director GRID Alternatives Inland Empire	Rosemary Hoerning, Acting City Manager City of Upland
DATE	DATE

Map A - SB535 Disadvantaged Communities Map (Upland Area)



STAFF REPORT

ITEM NO. 14.C.

DATE:	June 24, 2019
TO:	MAYOR AND CITY COUNCIL
FROM:	ROSEMARY HOERNING, ACTING CITY MANAGER
PREPARED BY:	LONDA BOCK-HELMS CPA, ACTING ADMINISTRATIVE SERVICES DIRECTOR
SUBJECT:	PROPOSED ANNUAL BUDGET FOR FISCAL YEAR 2019-20

RECOMMENDED ACTION

It is recommended that the City Council review and approve a Resolution adopting the Fiscal Year 2019-20 Annual Budget; or that the City Council adopt a Resolution authorizing a continuing budget Resolution commencing July 1, 2019 to July 31, 2019, pending adoption of the Fiscal Year 2019-20 Budget.

GOAL STATEMENT

The proposed action supports the Council's goal to provide sound fiscal stewardship for the City of Upland.

BACKGROUND

The proposed Fiscal Year 2019-20 Annual Budget has been prepared under the direction and leadership of the City Manager. This budget represents a cooperative effort by the City's Executive Team to continue the delivery of thorough and cost-effective municipal services within the constraints of available financial resources. A budget workshop was held on May 23, 2019, that included presentations by the department heads.

ISSUES/ANALYSIS

In analyzing the financial position of the General Fund, the proposed General Fund budget has a surplus of $16,680. This year's General Fund budget including transfers out is $43,044,500, with a projected ending fund balance of $7,848,700, which exceeds the reserve policy limit of 17.5% of **operating expenditures** by $510,653.

Total General Fund operating revenues are projected to be $42,911,180, a $1.73 million increase over the prior year budgeted revenue. Notable increases include: $727,420 in the various forms of property taxes due to increases in assessed values and property sales; $456,680 in sales and other taxes and; $1,155,730 in licenses and permits primarily due to the recognition of undergrounding utilities deposits as revenues in the current year. A notable decrease of $513,640 in revenue from use of money and property is largely the result of a change in accounting for the energy savings resulting from the City's solar project which is still in progress.

General Fund operating expenditures are projected to be $41,931,700, which is a $1,006,990 increase over the prior year adopted budget. Salaries and benefits are estimated to increase by $546,830 largely due to an increase in the PERS unfunded liability annual payment, minor increases in the normal cost PERS rates and employee step increases. Maintenance and operations are estimated to increase by $460,160. A majority of the combined increases are noted in administrative services, police services and public works in the amounts of $606,940, $347,710, and $55,800 respectively,

A summary of the General Fund balance is noted below:

Estimated Beginning Fund Balance 07/01/19	$ 7,982,020
Operating:	
Revenues	42,911,180
Expenditures and transfers out	(43,044,500)
Net Change	(133,320)
Estimated Ending Fund Balance 06/30/20	$ 7,848,700

Personnel costs, inclusive of all City funds, are increasing by $1,310,330 from $33.1 million to $34.4 million largely due to the increase in the PERS unfunded liability annual payment and an increase in the normal PERS rates of .318% for miscellaneous employees and 1.019% for safety employees. In total, the number of authorized positions has increased by 7 positions to 238.5. Funding for some of these additional authorized positions was accomplished by freezing 4 authorized but vacant public safety positions.

Maintenance and Operations expenditures are increasing by $2,770,020 from $70.8 million to $73.5 million. The increase is attributable largely to increased spending in the Enterprise funds. Capital projects and equipment appropriations are projected to increase by $8,719,250 from $31.5 million to $40.2 million due to increased spending of special revenue fund accumulations on capital improvement projects.

FISCAL IMPACTS

Total available sources for Fiscal Year 2019-20 are projected to be $123,795,240 and is comprised of projected revenues, reserves, and transfers in. The total uses for FY 2019-20 are projected to be $149,489,940 and include operating expenditure budgets, capital improvement project requests, and transfers out. The following table summarizes total ending fund balances by fund category.

General Fund	$7,848,700
Special Revenue Funds	5,782,190
General Capital Improvements	14,524,950
Enterprise Funds	19,375,520
Internal Service Fund	(2,993,760)
Successor Agency Fund	(17,929,340)
Total	$26,608,260

The following table summarizes total appropriations by fund (**excluding inter-fund transfers**):

General Fund	$41,931,700
Housing Fund	4,105,240
Public Safety Augmentation Fund	1,002,140
Gas Tax Fund	8,924,110
Measure I Fund	6,059,150
HOME Investment Partnership Program	205,000
Community Development Block Grant Fund	636,410
Parking Business Improvement Area	204,200
Air Quality Management District	195,210
Prop 30 Fund	140,000
COPS	626,870
CalHOME Program	210,000
Homeland Security Grant	22,940
General Capital Improvements	54,850
Park Acquisition & Development	178,400
Storm Drain Development	655,420
Street & Traffic Safety Development	1,629,520
General Capital Development	1,163,930
Street & Alley Repairs	776,750
Energy Efficiency Capital Improvements	275,120
Water Utility	41,491,190
Solid Waste Utility	13,101,560
Sewer Utility	12,754,150
Self-Funded Insurance	4,177,530
Fleet Management	1,433,070
Information Systems	1,677,510
Building Maintenance & Operations	1,156,300
Successor Agency Housing	3,323,870
TOTAL	$148,112,140

ALTERNATIVES

Adopt a resolution which will authorize a continuing budget commencing on July 1, 2019 through July 31, 2019 in order to allow for the continued operation of the City, pending the adoption of the Fiscal Year 2019-20 operating budget.

ATTACHMENTS:

Budget Resolution FY19-20
Schedule 1
Schedule 2
Schedule 3
Schedule 4
Schedule 5
Schedule 6
Schedule 7
Schedule 8
Schedule 9
Schedule 10
Schedule 11
Schedule 12
Schedule 13
Salary Exhibit 7-1-2019
Schedule 14
Schedule 15
Continuing Budget Resolution

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL ADOPTING THE FISCAL YEAR 2019-20 ANNUAL BUDGET

Intent of the Parties and Findings:

(i) The Acting City Manager has caused a budget document to be prepared and presented to the City Council covering the Fiscal Year July 1, 2019 through June 30, 2020; and

(ii) This budget document has been placed on file in the office of the City Clerk and made available for public examination; and

NOW, THEREFORE, the Upland City Council hereby finds, determines and resolves as follows:

Section 1. The City Council hereby adopts the Fiscal Year 2019-20 Annual Budget.

Section 2. The following funds, appropriations, and transfers, therefore, are hereby authorized for the fiscal year beginning July 1, 2019:

General Fund	$43,044,500
Housing Fund	4,105,240
Public Safety Augmentation Fund	1,002,140
Gas Tax	8,924,110
Measure I	6,059,150
HOME Investment Partnership Program	205,000
Community Development Block Grant	636,410
Parking Business Improvement Area	204,200
Air Quality Management District	195,210
Homeland Security Grant	22,940
Prop 30	140,000
COPS	626,870
CalHOME Program	210,000
General Capital Improvements	54,850
Park Acquisition & Development	178,400
Storm Drain Development	655,420
Street & Traffic Safety Development	1,629,520
General Development Capital	1,163,930
Street & Alley Repairs	776,750
Energy Efficiency Capital Improvement	275,120
Water Utility	41,491,190
Solid Waste Utility	13,366,560
Sewer Utility	12,754,150
Self-Funded Insurance	4,177,530

Fleet Maintenance & Replacement	1,433,070
Information Systems	1,677,510
Building Maintenance & Operations	1,156,300
Successor Agency Housing	3,323,870
Total	$149,489,940

Section 3. The City Manager is hereby authorized to make expenditures, including capital outlay items, provided for in said budget.

Section 4. The City Manager is hereby authorized to increase appropriations in those instances where there is an offsetting source of revenue such as when money has been received or put on deposit with the City.

Section 5. The City Manager is hereby authorized to approve continuing appropriations for capital improvement projects and other expenditures approved by the City Council but not yet expended prior to July 1, 2018.

Section 6. The City Manager is hereby authorized to redistribute allocated budgeted amounts within or between departments.

Section 7. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, ADOPTED AND APPROVED this 24th day of June, 2019.

Debbie Stone, Mayor

I, Keri Johnson, City Clerk of the City of Upland, do hereby certify that the foregoing Resolution was passed and adopted at a regular meeting of the City Council of the City of Upland held on the 24th day of June, 2019, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

ATTEST:

Keri Johnson, City Clerk

2019-2020 SUMMARY OF CHANGES IN FUND BALANCE

Fund No.		Estimated Fund Balance (Unreserved) 7/1/19	2019-2020 Estimated Revenue	Transfers In	Available Sources	2019-2020 Operating Expenditures	Transfers Out	Total Uses	Change in Fund Balance	Fund Balance 6/30/20
101	**General Fund - Estimated Unreserved**	7,832,020	42,911,180	-	42,911,180	41,931,700	962,800	42,894,500	16,680	7,848,700
	General Fund Designated - Capital Projects	150,000	-	-	-	-	150,000	150,000	(150,000)	-
	Total General Fund	**7,982,020**	**42,911,180**	**-**	**42,911,180**	**41,931,700**	**1,112,800**	**43,044,500**	**(133,320)**	**7,848,700**
201	Housing	1,508,270	4,165,000	-	4,165,000	4,105,240	-	4,105,240	59,760	1,568,030
203	Public Safety Augmentation	-	1,002,140	-	1,002,140	1,002,140	-	1,002,140	-	-
204	Gas Tax	6,944,340	3,336,710	-	3,336,710	8,924,110	-	8,924,110	(5,587,400)	1,356,940
205	Measure I	5,108,940	1,366,800	-	1,366,800	6,059,150	-	6,059,150	(4,692,350)	416,590
208	HOME Investment Partnership Program	767,360	231,000	-	231,000	205,000	-	205,000	26,000	793,360
209	Community Development Block Grant	57,510	638,560	-	638,560	636,410	-	636,410	2,150	59,660
210	Parking Business Improvement Area	194,490	55,500	-	55,500	204,200	-	204,200	(148,700)	45,790
211	Air Quality Management District	244,520	100,000	-	100,000	195,210	-	195,210	(95,210)	149,310
214	Homeland Security Grants - Police	-	22,940	-	22,940	22,940	-	22,940	-	-
215	Prop 30	146,680	1,900	-	1,900	140,000	-	140,000	(138,100)	8,580
216	COPS	739,210	123,000	-	123,000	626,870	-	626,870	(503,870)	235,340
217	Other Grants	124,810	-	-	-	-	-	-	-	124,810
218	Office of Traffic Safety*	139,780	-	-	-	-	-	-	-	139,780
219	Local Law Enforcement Block Grant	39,620	-	-	-	-	-	-	-	39,620
220	Asset Forfeiture - Federal DOJ	509,040	-	-	-	-	-	-	-	509,040
222	CalHOME	224,970	54,000	-	54,000	210,000	-	210,000	(156,000)	68,970
223	Asset Forfeiture - Federal/Treasury	11,080	-	-	-	-	-	-	-	11,080
224	Asset Forfeiture - State	174,990	-	-	-	-	-	-	-	174,990
225	BSCC Budget Act	80,300	-	-	-	-	-	-	-	80,300
	Total Special Revenue Funds	**17,015,910**	**11,097,550**	**-**	**11,097,550**	**22,331,270**	**-**	**22,331,270**	**(11,233,720)**	**5,782,190**
420	General Capital Improvements	1,385,000	434,300	-	434,300	54,850	-	54,850	379,450	1,764,450
421	Park Acquisition & Development	5,901,530	1,651,000	-	1,651,000	178,400	-	178,400	1,472,600	7,374,130
422	Storm Drain Development	3,636,640	820,960	-	820,960	655,420	-	655,420	165,540	3,802,180
423	Street & Traffic Facility Development	2,196,900	738,000	-	738,000	1,629,520	-	1,629,520	(891,520)	1,305,380
425	General Capital Projects	75,000	-	1,112,800	1,112,800	1,163,930	-	1,163,930	(51,130)	23,870
426	Street & Alley Repairs	815,690	216,000	-	216,000	776,750	-	776,750	(560,750)	254,940
427	Energy Efficiency Capital Imp Project	275,120	-	-	-	275,120	-	275,120	(275,120)	-
	Total Capital Project Funds	**14,285,880**	**3,860,260**	**1,112,800**	**4,973,060**	**4,733,990**	**-**	**4,733,990**	**239,070**	**14,524,950**
640	Water Utility	19,879,360	29,353,500	-	29,353,500	41,491,190	-	41,491,190	(12,137,690)	7,741,670
641	Solid Waste Utility	1,370,450	13,717,240	-	13,717,240	13,101,560	265,000	13,366,560	350,680	1,721,130
645	Sewer Utility	12,434,590	9,967,280	265,000	10,232,280	12,754,150	-	12,754,150	(2,521,870)	9,912,720
	Total Enterprise Funds	**33,684,400**	**53,038,020**	**265,000**	**53,303,020**	**67,346,900**	**265,000**	**67,611,900**	**(14,308,880)**	**19,375,520**
750	Fire Annexation Worker's Comp	452,590	-	-	-	-	-	-	-	452,590
751	Self-Funded Liability Insurance	(7,946,380)	4,177,530	-	4,177,530	4,177,530	-	4,177,530	-	(7,946,380)
752	Fleet Maintenance & Replacement	1,598,110	1,163,420	-	1,163,420	1,433,070	-	1,433,070	(269,650)	1,328,460
753	Information Systems	2,003,560	1,724,560	-	1,724,560	1,677,510	-	1,677,510	47,050	2,050,610
754	Building Maintenance & Operations	1,198,590	1,078,670	-	1,078,670	1,156,300	-	1,156,300	(77,630)	1,120,960
	Total Internal Service Fund	**(2,693,530)**	**8,144,180**	**-**	**8,144,180**	**8,444,410**	**-**	**8,444,410**	**(300,230)**	**(2,993,760)**
805	Successor Agency Housing	(17,971,720)	3,366,250	-	3,366,250	3,323,870	-	3,323,870	42,380	(17,929,340)
	Total Private Purpose Trust Fund	**(17,971,720)**	**3,366,250**	**-**	**3,366,250**	**3,323,870**	**-**	**3,323,870**	**42,380**	**(17,929,340)**
Grand Total		**52,302,960**	**122,417,440**	**1,377,800**	**123,795,240**	**148,112,140**	**1,377,800**	**149,489,940**	**(25,694,700)**	**26,608,260**

2019-2020 SCHEDULE OF REVENUES BY FUND & CATEGORY

Fund No.		2016-17 Actual	2017-18 Actual	2018-19 Adopted	2018-19 Amended	2019-20 Proposed
101	General Fund	$ 47,675,930	$ 40,634,260	$ 41,180,920	$ 41,195,220	$ 42,911,180
	Total General Fund	**$ 47,675,930**	**$ 40,634,260**	**$ 41,180,920**	**$ 41,195,220**	**$ 42,911,180**
201	Housing	$ 3,728,500	$ 18,838,750	$ 3,725,000	$ 3,725,000	$ 4,165,000
203	Public Safety Augmentation Fund	866,290	937,960	810,050	810,050	1,002,140
204	Gas Tax	1,500,160	2,403,250	3,233,140	3,233,140	3,336,710
205	Measure I	1,302,240	1,452,760	1,293,570	1,293,570	1,366,800
208	HOME Investment Partnership Program	119,560	28,030	115,100	115,100	231,000
209	Community Development Block Grant	877,920	310,600	712,760	712,760	638,560
210	Parking Business Improvement Area	62,150	61,710	43,600	43,600	55,500
211	Air Quality Management District	97,540	100,180	99,460	99,460	100,000
214	Homeland Security Grants-PD	-	41,310	-	24,240	22,940
215	Prop 30	990	2,040	-	-	1,900
216	COPS	4,000	170,570	119,680	119,680	123,000
217	Other Grants	53,980	39,230	-	58,510	-
218	Office of Traffic Safety	131,960	135,460	-	235,760	-
219	Local Law Enforcement Block Grant	20,600	15,700	-	3,230	-
220	Asset Forfeiture	41,780	432,990	-	-	-
221	Homeland Security Grants-Fire	16,880	-	-	-	-
222	CalHOME	183,080	13,450	56,050	56,050	54,000
223	Asset Forfeiture - Federal Treasury	-	6,990	-	-	-
224	Asset Forfeiture - State	-	166,940	-	-	-
225	BSCC Budget Act	-	79,310	-	-	-
	Total Special Revenue Funds	**$ 9,007,630**	**$ 25,237,230**	**$ 10,208,410**	**$ 10,530,150**	**$ 11,097,550**
301	Public Financing Authority	$ 80	$ -	$ -	$ -	$ -
	Total Debt Service Fund	**$ 80**	**$ -**	**$ -**	**$ -**	**$ -**
420	General Capital Improvements	$ 509,610	$ 427,020	$ 245,790	$ 245,790	$ 434,300
421	Park Acquisition & Development	1,485,770	1,102,360	410,000	410,000	1,651,000
422	Storm Drain Development	782,000	872,690	517,190	517,190	820,960
423	Street & Traffic Facility Development	748,150	980,430	347,310	347,310	738,000
426	Street & Alley Repairs	203,430	206,120	208,000	208,000	216,000
427	Energy Efficiency Capital Improvement Projec	-	7,352,710	-	-	-
	Total Capital Project Funds	**$ 3,728,960**	**$ 10,941,330**	**$ 1,728,290**	**$ 1,728,290**	**$ 3,860,260**
640	Water Utility	$ 21,380,360	$ 29,519,400	$ 24,259,850	$ 24,259,850	$ 29,353,500
641	Solid Waste Utility	11,184,110	11,785,630	11,753,900	11,792,300	13,717,240
645	Sewer Utility	9,797,310	10,337,260	9,755,620	9,755,620	9,967,280
	Total Enterprise Funds	**$ 42,361,780**	**$ 51,642,290**	**$ 45,769,370**	**$ 45,807,770**	**$ 53,038,020**
750	Fire Annexation Worker's Compensation	$ -	$ 7,320	$ -	$ -	$ -
751	Self-Funded Insurance	4,970,390	4,033,360	4,096,690	4,096,690	4,177,530
752	Fleet Maintenance & Replacement	779,500	1,303,710	1,392,000	1,392,000	1,163,420
753	Information Systems	1,741,330	1,642,710	1,565,130	1,565,130	1,724,560
754	Building Maintenance & Operations	1,101,050	1,106,120	1,098,830	1,098,830	1,078,670
	Total Internal Service Funds	**$ 8,592,270**	**$ 8,093,220**	**$ 8,152,650**	**$ 8,152,650**	**$ 8,144,180**
805	Successor Agency	$ 4,021,730	$ 3,426,900	$ 3,395,940	$ 5,209,820	$ 3,366,250
	Total Private Purpose Trust Fund	**$ 4,021,730**	**$ 3,426,900**	**$ 3,395,940**	**$ 5,209,820**	**$ 3,366,250**
	Grand Total	**$ 115,388,380**	**$ 139,975,230**	**$ 110,435,580**	**$ 112,623,900**	**$ 122,417,440**

2019-2020 SCHEDULE OF REVENUE DETAIL BY FUND

Object Code		2016-17 Actual	2017-18 Actual	2018-19 Adopted	2018-19 Amended	2019-20 Proposed
General Fund						
4001	Current Secured Tax	$ 11,791,930	$ 5,767,140	$ 6,341,630	$ 6,341,630	$ 6,708,310
4001	Property Tax (In-Lieu)	6,982,520	7,357,180	7,690,460	7,690,460	8,155,240
4002	Current Unsecured Tax	465,580	202,120	223,200	223,200	206,170
4003	Aircraft Taxes	59,800	47,980	37,060	37,060	42,420
4004	Prior Year Collections	554,420	480,880	583,170	583,170	539,130
4005	Current Supplemental	129,060	120,730	57,600	57,600	73,690
4006	Homeowner Property Tax Relief	141,420	64,300	130,000	130,000	65,580
4009	Weed Abatement Assessment	37,500	43,710	51,070	51,070	65,000
4011	RPTTF-Residual	1,519,490	1,016,060	1,507,090	1,507,090	1,000,000
4012	Trailer Coach in Lieu Tax	118,390	58,200	55,650	55,650	59,370
Revenue from Property Tax		**$ 21,800,110**	**$ 15,158,300**	**$ 16,676,930**	**$ 16,676,930**	**$ 16,914,910**
4101	Sales and Use Tax	$ 13,293,300	$ 13,704,030	$ 13,975,790	$ 13,975,790	$ 14,412,470
4102	Business License Tax	1,058,720	1,036,160	950,000	950,000	965,000
4103	Rock Extraction Tax	228,500	263,970	240,000	240,000	240,000
4104	Transient Occupancy Tax	167,670	168,820	155,530	155,530	155,530
4105	Real Property Transfer Tax	345,250	438,950	345,000	345,000	345,000
4110	Disability Access Fee	3,990	15,410	5,000	5,000	10,000
4121	Franchise Tax	1,184,260	1,227,860	1,230,000	1,230,000	1,230,000
Revenue from Other Taxes		**$ 16,281,690**	**$ 16,855,200**	**$ 16,901,320**	**$ 16,901,320**	**$ 17,358,000**
4201	Building Permits	$ 575,170	$ 614,760	$ 613,450	$ 613,450	$ 589,050
4202	Plumbing Permits	189,120	240,960	221,850	221,850	185,190
4203	Electrical Permits	151,970	162,620	166,770	166,770	268,050
4204	Heating & Cooling Permits	96,630	90,430	90,300	90,300	94,400
4205	Public Works Construction Permits	74,150	829,520	100,000	100,000	150,000
4206	Grading Permits	3,300	3,360	4,440	4,440	4,280
4207	Wall Permits	18,790	19,130	23,700	23,700	79,760
4208	Roofing Permits	83,660	104,160	123,030	123,030	78,820
4210	Sanitary Sewer Permits - City	1,050	-	-	-	-
4215	Other Permits	10,760	4,740	11,390	11,390	2,730
4216	Bicycle Licenses	30	20	20	20	40
4217	Animal Licenses	151,220	136,200	124,110	124,110	125,400
4218	Developer Agreement Fees	500,000	-	-	-	4,300
4222	Yard Sale Permits	4,910	5,600	4,300	4,300	-
4223	Alarm Permits	90	530	-	-	-
4224	Gun Licenses	940	750	100	100	900
4226	Metrolink Parking	-	47,430	-	-	93,470
4235	Underground Utility Wvr Permit	-	-	-	-	962,800
Revenue from Licenses & Permits		**$ 1,861,790**	**$ 2,260,210**	**$ 1,483,460**	**$ 1,483,460**	**$ 2,639,190**
4402	State Mandated Costs	$ 70,980	$ 130	$ -	$ -	$ -
4403	Motor Vehicle in Lieu Tax	33,950	40,420	30,000	30,000	32,000
4415	Other State Revenue	-	7,500	-	-	-
4421	Police Officer Standard Training	1,780	6,270	2,140	2,140	1,500
4482	State Literacy Program	27,070	28,320	27,070	27,070	27,070
Revenue from Other Governments		**$ 133,780**	**$ 82,640**	**$ 59,210**	**$ 59,210**	**$ 60,570**
4601	Finance Department Fees	$ 25,310	$ 34,180	$ 20,000	$ 20,000	$ 25,000
4602	City Clerk Fees	2,720	2,240	2,000	2,000	2,000
4603	Damage to City Property	15,530	25,620	-	-	-
4604	CFD Admin Fees	11,900	18,980	20,000	20,000	20,000
4611	Planning - Department Fees	143,790	143,630	131,400	131,400	131,500
4612	Planning - Map and Check Fees	-	-	-	-	-
4613	Planning - Deposit Fees	299,500	296,310	369,980	369,980	345,000
4614	Building - Plan Check Fees	193,300	175,640	216,490	216,490	221,430
4615	Building - Department Fees	190	280	360	360	330
4616	Building - Special Inspection Fees	110	570	220	220	6,840
4617	Economic Development Fees	-	1,320	-	-	-
4621	Police - Booking Fee Reimbursement	-	10	-	-	-
4622	Police - Department Fees	125,760	196,030	160,000	160,000	180,000
4623	Police - Special Service Fees	33,000	47,780	30,000	30,000	24,570
4624	Animal Services - Animal Impounds	17,620	24,190	23,000	23,000	22,000
4625	Animal Services - Animal Adoptions	(50)	20	-	-	-
4626	Police - 30 Day Vehicle Impound Fee	264,650	282,270	270,000	270,000	260,000
4627	Police - School Resources Officer	-	130,920	70,570	70,570	76,980
4628	Police - Emergency Response	280	-	-	-	-
4629	Animal Services - Spay/Neuter Fees	33,810	15,440	-	-	-

2019-2020 SCHEDULE OF REVENUE DETAIL BY FUND

Object Code		2016-17 Actual	2017-18 Actual	2018-19 Adopted	2018-19 Amended	2019-20 Proposed
4630	Animal Services - Animal Control Fees	1,300	1,700	1,570	1,570	1,600
4635	Fire - Department Fees	313,790	56,950	-	-	-
4638	Fire - Emergency Response	2,940	1,110	-	-	-
4640	Fire - Permit Fees	63,410	4,240	-	-	-
4641	Fire - Air Ambulance	1,526,500	119,800	-	-	-
4642	Fire Merger Reimbursement	(2,950)	18,750	-	-	-
4645	Public Works - Department Fees	198,030	370,480	60,000	60,000	120,000
4646	Public Works - Engr Map & Plan Check Fees	416,250	232,580	200,000	200,000	250,000
4654	Sport Field Usage	-	-	-	-	30,000
4655	Recreation - Recreation Program Fees	25,230	27,440	26,000	26,000	42,000
4656	Recreation - Youth Sports	75,960	73,000	105,050	105,050	89,200
4657	Recreation - User Fees	265,090	292,530	250,000	250,000	250,000
4658	Recreation - Special Events	71,470	7,210	37,000	37,000	41,200
4659	Senior Center Program Fees	8,750	10,450	8,000	8,000	8,000
4660	Youth Partnership Program	31,790	18,940	40,000	40,000	27,000
4665	Library - Photocopy Revenue	7,720	7,040	7,000	7,000	7,000
4667	Landecena - Program Fees	4,920	10,660	10,000	10,000	10,000
4679	Library - Passport Services	26,600	35,060	28,000	28,000	38,000
4680	User Dept- OPEB	86,660	80,200	119,290	119,290	115,620
Revenue from Charges for Service		**$ 4,290,880**	**$ 2,763,570**	**$ 2,205,930**	**$ 2,205,930**	**$ 2,345,270**
4701	Non-Vehicle Code Fines	$ 540	$ 370	$ -	$ -	$ -
4702	Vehicle Code Fines	222,340	195,230	114,300	114,300	190,000
4703	Red Light Code Fines	5,210	36,160	-	-	-
4704	Muni-Code- Code Enforcement Fines	37,200	90,070	39,600	39,600	59,240
4705	Muni Code- Animal Fines	15,150	9,200	11,000	11,000	9,660
4706	Muni Code- Parking Citation Fines	62,300	101,690	31,050	31,050	94,000
4707	Muni Code- Business License Fines	121,390	82,110	85,000	85,000	85,000
4708	Muni Code- False Alarm Fines	123,810	101,660	121,000	121,000	166,700
4709	Muni Code- Library Fines	31,710	30,380	28,000	28,000	28,000
Revenue from Fines & Forfeitures		**$ 619,650**	**$ 646,870**	**$ 429,950**	**$ 429,950**	**$ 632,600**
4801	Interest Earnings	$ 92,220	$ 197,950	$ 125,000	$ 125,000	$ 125,000
4802	Lease of City Property	443,880	719,220	756,170	756,170	694,340
4803	Rents - Recreation	47,000	19,240	32,000	32,000	13,000
4804	Rents - Park Sites	49,730	45,960	40,000	40,000	40,000
4807	Rents - Library	4,510	3,860	4,500	4,500	4,500
4814	City Stop Sales	210	300	-	-	-
4871	Accretion/Amortization Income	690	-	-	-	-
4872	Net Income/December Fair Market Value	(169,800)	(502,720)	-	-	-
4899	Energy Efficiency Cost Reduction	-	-	432,810	432,810	-
4901	Sale of Assets	-	-	-	-	-
Revenue from Use of Money & Property		**$ 468,440**	**$ 483,810**	**$ 1,390,480**	**$ 1,390,480**	**$ 876,840**
4904	Donations - General	$ 29,290	$ 49,020	$ -	$ 14,300	$ -
4905	Donation - Police	21,250	500	-	-	-
4908	Miscellaneous Reimbursements	97,570	31,360	275,000	275,000	40,000
4909	Other Revenue	258,100	225,380	20,000	20,000	-
4910	Water - Administrative Service Fee	996,180	1,314,930	1,130,510	1,130,510	1,367,880
4911	Solid Waste - Administrative Service Fee	356,040	374,680	376,130	376,130	437,350
4912	Sewer - Administrative Service Fee	230,460	252,000	231,490	231,490	238,220
4913	Cash- Over/ Short	30	(120)	-	-	-
4915	Donations - Animal	8,010	250	310	310	100
4916	Misc. Reimbursements - Animal Services	160	3,270	200	200	250
4917	Litigation Reimbursement	151,100	134,440	-	-	-
4918	CFD - Administrative Fee	71,400	(2,050)	-	-	-
Other Revenue		**$ 2,219,590**	**$ 2,383,660**	**$ 2,033,640**	**$ 2,047,940**	**$ 2,083,800**
Total General Fund		**$ 47,675,930**	**$ 40,634,260**	**$ 41,180,920**	**$ 41,195,220**	**$ 42,911,180**
Housing Fund						
4801	Interest Income	$ 27,900	$ 37,230	$ 15,000	$ 15,000	$ 15,000
4805	Rents - Apartments	3,585,710	3,665,690	3,600,000	3,600,000	4,000,000
4900	Note Proceeds	-	14,865,000	-	-	-
4908	Miscellaneous Reimbursements	-	-	-	-	-
4909	Other Revenue	114,890	198,890	110,000	110,000	150,000
4918	Prior Year Revenue	-	53,190	-	-	-
4920	Late Charges	-	18,750	-	-	-
Total Housing Fund		**$ 3,728,500**	**$ 18,838,750**	**$ 3,725,000**	**$ 3,725,000**	**$ 4,165,000**

2019-2020 SCHEDULE OF REVENUE DETAIL BY FUND

Object Code		2016-17 Actual	2017-18 Actual	2018-19 Adopted	2018-19 Amended	2019-20 Proposed
Public Safety Augmentation Fund						
4106	Sales Tax- Prop 172	$ 866,170	$ 935,610	$ 810,000	$ 810,000	$ 1,002,140
4801	Interest Income	120	2,350	50	50	-
Total Public Safety Augmentation Fund		**$ 866,290**	**$ 937,960**	**$ 810,050**	**$ 810,050**	**$ 1,002,140**
Gas Tax Fund						
4450	Gas Tax Apportionment 2107.5	$ 7,500	$ 7,500	$ 7,500	$ 7,500	$ 7,500
4451	Gas Tax Apportionment 2106	266,490	260,950	266,220	266,220	268,390
4452	Gas Tax Apportionment 2107	563,450	543,460	548,520	548,520	562,640
4453	Gas Tax Apportionment 2105	427,080	409,040	442,100	442,100	428,470
4456	Gas Tax Apportionment 2103	191,410	300,490	588,720	588,720	656,860
4457	Gas Tax Apportionment 2032	-	449,960	1,275,180	1,275,180	1,274,760
4458	Gas Tax Apportionment - Loan Repayment	-	-	87,300	87,300	86,860
4801	Interest Income	43,970	68,010	17,600	17,600	51,230
4908	Miscellaneous Reimbursements	-	276,540	-	-	-
4909	Other Revenue	260	87,300	-	-	-
Total Gas Tax Fund		**$ 1,500,160**	**$ 2,403,250**	**$ 3,233,140**	**$ 3,233,140**	**$ 3,336,710**
Measure I Fund						
4501	Measure I Apportionment	$ 1,285,700	$ 1,340,640	$ 1,282,870	$ 1,282,870	$ 1,328,700
4801	Interest Income	16,540	44,630	10,700	10,700	38,100
4908	Miscellaneous Reimbursement	-	67,490	-	-	-
Total Measure I Fund		**$ 1,302,240**	**$ 1,452,760**	**$ 1,293,570**	**$ 1,293,570**	**$ 1,366,800**
HOME Investment Partnership Program Fund						
4801	Interest Income	$ 5,200	$ 12,450	$ 100	$ 100	$ 13,000
4921	Program Income- Admin 10%	11,440	-	-	-	13,000
4922	Recaptured Income	-	15,580	-	-	75,000
4923	Program Income Revenue- HIP	59,850	-	90,000	90,000	90,000
4924	Program Income Revenue- FTHB	43,070	-	25,000	25,000	40,000
4925	Program Income Revenue - Rental Rehab	-	-	-	-	-
Total HOME Fund		**$ 119,560**	**$ 28,030**	**$ 115,100**	**$ 115,100**	**$ 231,000**
Community Development Block Grant Fund						
4310	CDBG Apportionment	$ 877,030	$ 310,600	$ 712,760	$ 712,760	$ 638,560
4801	Interest Income	850	-	-	-	-
4909	Other Revenue	40	-	-	-	-
Total Community Development Block Grant Fund		**$ 877,920**	**$ 310,600**	**$ 712,760**	**$ 712,760**	**$ 638,560**
Parking Business Improvement Area Fund						
4108	Park & Bus Imp Tax- Zone A	$ 51,380	$ 50,100	$ 36,500	$ 36,500	$ 47,000
4109	Park & Bus Imp Tax- Zone B	9,840	9,150	7,000	7,000	4,500
4801	Interest Earnings	930	2,460	100	100	4,000
Total Parking Business Improvement Area Fund		**$ 62,150**	**$ 61,710**	**$ 43,600**	**$ 43,600**	**$ 55,500**
Air Quality Management District (AQMD) Fund						
4502	Motor Vehicle AB2766 Fees	$ 96,760	$ 98,480	$ 99,180	$ 99,180	$ 100,000
4801	Interest Income	780	1,700	280	280	-
Total Air Quality Management District Fund		**$ 97,540**	**$ 100,180**	**$ 99,460**	**$ 99,460**	**$ 100,000**
Homeland Security Grants Fund - PD						
4342	Homeland Security Grant- 2015	$ -	$ 41,310	$ -	$ 24,240	$ 22,940
Total Homeland Security Grants Fund - PD		**$ -**	**$ 41,310**	**$ -**	**$ 24,240**	**$ 22,940**
Proposition 30 Fund						
4801	Interest Income	$ 990	$ 2,040	$ -	$ -	$ 1,900
Total Proposition 30 Fund		**$ 990**	**$ 2,040**	**$ -**	**$ -**	**$ 1,900**
COPS Fund						
4423	COPS	$ -	$ 163,560	$ 117,480	$ 117,480	$ 120,000
4801	Interest Income	2,720	7,010	2,200	2,200	3,000
4918	Prior Year Revenue	1,280	-	-	-	-
Total COPS Fund		**$ 4,000**	**$ 170,570**	**$ 119,680**	**$ 119,680**	**$ 123,000**
Other Grants Fund						
4326	Spark of Love Grant	$ 3,230	$ 3,890	$ -	$ -	$ -
4483	Library Literacy - Donations	-	-	-	5,500	-

2019-2020 SCHEDULE OF REVENUE DETAIL BY FUND

Object Code		2016-17 Actual	2017-18 Actual	2018-19 Adopted	2018-19 Amended	2019-20 Proposed
4509	JPL NASA Grant	21,920	130	-	90	-
4510	Department of Forestry/ Fire Grant	-	-	-	-	-
4801	Interest Income	130	210	-	-	-
4904	General Donations/Owner Contributions	-	-	-	51,500	-
4908	Miscellaneous Reimbursements	26,120	35,000	-	-	-
4909	Other Revenue	2,580	-	-	1,420	-
Total Other Grants Fund		**$ 53,980**	**$ 39,230**	**$ -**	**$ 58,510**	**$ -**
Office of Traffic Safety Fund						
4419	OTS- Alcohol Beverage Control	$ 24,620	$ 4,200	$ -	$ -	$ -
4426	OTS- Other Grants	-	-	-	-	-
4432	OTS- Sobriety Checkpoint Grants	107,280	131,260	-	235,760	-
4801	Interest Income	60	-	-	-	-
Total Office of Traffic Safety Fund		**$ 131,960**	**$ 135,460**	**$ -**	**$ 235,760**	**$ -**
Local Law Enforcement Block Grants Fund						
4434	JAG Grants	$ 20,210	$ 15,210	$ -	$ 3,230	$ -
4801	Interest Income	390	490	-	-	-
Total Local Law Enforcement Block Grants Fund		**$ 20,600**	**$ 15,700**	**$ -**	**$ 3,230**	**$ -**
Asset Forfeiture Fund						
4321	H&S Police Forfeiture	$ 140	$ -	$ -	$ -	$ -
4422	Asset Forfeiture- State	3,320	-	-	-	-
4435	Asset Forfeiture- Federal	34,290	24,600	-	-	-
4801	Interest Income	4,030	6,600	-	-	-
4918	Prior Year Revenue	-	401,790	-	-	-
Total Asset Forfeiture Fund		**$ 41,780**	**$ 432,990**	**$ -**	**$ -**	**$ -**
Homeland Security Grants Fund - Fire						
4511	Homeland Security Grant- 2015	$ 16,880	$ -	$ -	$ -	$ -
Total Homeland Security Grants Fund - Fire		**$ 16,880**	**$ -**	**$ -**	**$ -**	**$ -**
CalHOME Investment Partnership Program Fund						
4314	CAL HOME- State Proj.	$ 60,000	$ -	$ -	$ -	$ -
4315	CAL-HOME-Program Income	6,230	-	56,000	56,000	50,000
4801	Interest Income	1,730	5,410	50	50	4,000
4923	Program Income - HIP	59,850	-	-	-	-
4924	Program Income - FTHB	55,270	8,040	-	-	-
Total CalHOME Fund		**$ 183,080**	**$ 13,450**	**$ 56,050**	**$ 56,050**	**$ 54,000**
Asset Forfeiture - Federal Treasury						$ -
4435	Asset Foreiture	$ -	$ 80	$ -	$ -	-
4801	Interest Income	-	100	-	-	-
4918	Prior Year Revenue	-	6,810	-	-	-
Total Asset Forfeiture-Federal Treasury		**$ -**	**$ 6,990**	**$ -**	**$ -**	**$ -**
Asset Forfeiture - State						
4321	H&S Police Foreiture	$ -	$ 1,120	$ -	$ -	$ -
4422	Asset Forfeiture - State	-	3,750	-	-	-
4801	Interest Income	-	2,380	-	-	-
4918	Prior Year Revenue	-	159,690	-	-	-
Total Asset Forfeiture - State		**$ -**	**$ 166,940**	**$ -**	**$ -**	**$ -**
BSCC Budget Act						
4436	State BSCC Funding	$ -	$ 78,310	$ -	$ -	$ -
4801	Interest Income	-	1,000	-	-	-
Total BSCC Budget Act		**$ -**	**$ 79,310**	**$ -**	**$ -**	**$ -**
Public Financing Authority Fund						
4801	Interest Income	$ 80	$ -	$ -	$ -	$ -
Total Public Financing Authority Fund		**$ 80**	**$ -**	**$ -**	**$ -**	**$ -**
General Capital Improvements Fund						
4219	General Capital Impact Fee	$ 189,860	$ 164,090	$ 95,500	$ 95,500	$ 170,300
4220	Fire Capital Impact Fee	109,060	102,410	59,300	59,300	98,000
4221	Police Capital Impact Fee	172,420	146,300	86,760	86,760	154,000
4801	Interest Income	5,270	14,220	4,230	4,230	12,000

2019-2020 SCHEDULE OF REVENUE DETAIL BY FUND

Object Code		2016-17 Actual	2017-18 Actual	2018-19 Adopted	2018-19 Amended	2019-20 Proposed
4908	Miscellaneous Reimbursements	33,000	-	-	-	-
Total General Capital Improvements Fund		**$ 509,610**	**$ 427,020**	**$ 245,790**	**$ 245,790**	**$ 434,300**
Park Acquisition & Development Fund						
4107	Construction Tax	$ 1,459,040	$ 1,033,030	$ 400,000	$ 400,000	$ 1,600,000
4801	Interest Income	26,730	69,330	10,000	10,000	51,000
Total Park Acquisition & Development Fund		**$ 1,485,770**	**$ 1,102,360**	**$ 410,000**	**$ 410,000**	**$ 1,651,000**
Storm Drain Development Fund						
4211	Storm Drain Permits	$ 708,150	$ 745,370	$ 448,400	$ 448,400	$ 720,000
4801	Interest Income	12,940	38,180	11,250	11,250	30,000
4902	Lease Proceeds	60,910	89,140	57,540	57,540	70,960
Total Storm Drain Development Fund		**$ 782,000**	**$ 872,690**	**$ 517,190**	**$ 517,190**	**$ 820,960**
Street & Traffic Facility Development Fund						
4212	Street & Traffic Facility Permits	$ 586,510	$ 554,130	$ 335,300	$ 335,300	$ 720,000
4218	Developer Agreement Fees	150,000	-	-	-	-
4801	Interest Income	11,640	20,630	5,130	5,130	18,000
4908	Miscellaneous Reimbursements	-	405,670	6,880	6,880	-
Total Street & Traffic Facility Development Fund		**$ 748,150**	**$ 980,430**	**$ 347,310**	**$ 347,310**	**$ 738,000**
Street & Alley Repairs Fund						
4225	Street & Alley- Burrtec	$ 203,430	$ 206,120	$ 208,000	$ 208,000	$ 216,000
Total Street & Alley Repairs Fund		**$ 203,430**	**$ 206,120**	**$ 208,000**	**$ 208,000**	**$ 216,000**
Energy Efficiency Capital Improvement Project						
4801	Interest Income	$ -	$ 7,230	$ -	$ -	$ -
4902	Lease Proceeds	-	2,797,090	-	-	-
4903	Bond Proceeds	-	4,548,390	-	-	-
Total Energy Efficiency Capital Improvement Project		**$ -**	**$ 7,352,710**	**$ -**	**$ -**	**$ -**
Water Utility Fund						
4214	Water Construction Permits	$ 553,620	$ 486,580	$ 300,000	$ 300,000	$ 600,000
4355	State Reimbursements	-	86,100	-	-	-
4603	Damage to City Property	21,230	50,070	-	-	-
4681	Water Sales- Metered	19,764,680	22,820,230	23,160,000	23,160,000	27,200,000
4682	Water Sales- Flat Rate	67,140	65,910	65,000	65,000	200,000
4688	Water Sales- Recycled	249,480	306,250	374,850	374,850	661,000
4690	Water Connection Fee	30,020	15,220	5,000	5,000	45,000
4691	Water Meter Installation	109,090	83,320	60,000	60,000	145,000
4692	Lease of Stored Water	348,790	3,549,510	-	-	-
4697	Hydrant Flow Test	-	5,670	-	-	5,500
4698	Water Jumper Install Fee	-	2,210	-	-	13,000
4699	Joint Venture Net Income	-	1,161,500	-	-	-
4710	Municipal Code- Late Charges	259,180	213,460	-	-	-
4801	Interest Income	80,600	195,470	55,000	55,000	65,000
4908	Miscellaneous Reimbursements	218,680	247,040	240,000	240,000	264,000
4909	Other Revenue	(322,150)	230,860	-	-	155,000
Total Water Utility Fund		**$ 21,380,360**	**$ 29,519,400**	**$ 24,259,850**	**$ 24,259,850**	**$ 29,353,500**
Solid Waste Utility Fund						
4351	Beverage Recycling Grant	$ 19,990	$ 45,430	$ -	$ 38,400	$ -
4352	Used Oil Block Grant	43,220	25,170	-	-	-
4685	Solid Waste- Residential	4,399,350	4,545,360	4,630,000	4,630,000	4,790,000
4686	Solid Waste- Non-Residential	6,551,520	6,987,470	6,960,000	6,960,000	8,700,000
4689	HHW Transfer In	152,570	154,590	156,300	156,300	162,240
4801	Interest Income	17,460	27,610	7,600	7,600	15,000
4918	Miscellaneous Reimbursement	-	-	-	-	50,000
Total Solid Waste Utility Fund		**$ 11,184,110**	**$ 11,785,630**	**$ 11,753,900**	**$ 11,792,300**	**$ 13,717,240**
Sewer Utility Fund						
4210	Sanitary Sewer Permits- City	$ 266,260	$ 321,420	$ 140,800	$ 140,800	$ 245,600
4213	Wastewater Permits	62,930	76,800	58,000	58,000	60,000
4683	Sewer Collection Charges	3,237,540	3,491,350	3,213,120	3,213,120	3,096,480
4684	Sewer Treatment- IEUA	5,664,990	6,189,550	6,232,200	6,232,200	6,391,100
4687	Sewer Connection Fees	2,220	7,110	12,000	12,000	30,000
4694	Sewer- Pass-Thru- Montclair	450	470	500	500	500
4695	Sewer- Pass-Thru- Ontario	41,420	42,730	35,000	35,000	36,000

2019-2020 SCHEDULE OF REVENUE DETAIL BY FUND

Object Code		2016-17 Actual	2017-18 Actual	2018-19 Adopted	2018-19 Amended	2019-20 Proposed
4696	Sewer- Pass-Thru- LA County	16,710	15,100	13,000	13,000	16,000
4801	Interest Income	91,640	192,440	50,000	50,000	91,600
4909	Other Revenue	610	290	1,000	1,000	-
4918	Prior Year Revenue	412,540	-	-	-	-
Total Sewer Utility Fund		**$ 9,797,310**	**$ 10,337,260**	**$ 9,755,620**	**$ 9,755,620**	**$ 9,967,280**
Fire Annexation Worker's Compensation						
4801	Interest Income	$ -	$ 7,320	$ -	$ -	$ -
Total Fire Annexation Worker's Compensation		**$ -**	**$ 7,320**	**$ -**	**$ -**	**$ -**
Self-Funded Insurance Fund						
4671	User Departments- Workers Compensation	$ 1,442,080	$ 1,457,340	$ 1,456,050	$ 1,456,050	$ 1,529,550
4672	User Departments- Unemployment	86,170	123,280	121,240	121,240	123,430
4673	User Departments- Long-Term Disability	119,440	124,110	121,360	121,360	123,210
4674	User Departments- Liability	2,072,290	2,179,870	2,260,450	2,260,450	2,275,280
4675	User Departments- Loss Prevention	113,650	136,230	137,590	137,590	126,060
4801	Interest Income	80	80	-	-	-
4908	Miscellaneous Reimbursements	1,136,600	11,740	-	-	-
4909	Other Revenue	80	710	-	-	-
Total Self-Funded Insurance Fund		**$ 4,970,390**	**$ 4,033,360**	**$ 4,096,690**	**$ 4,096,690**	**$ 4,177,530**
Fleet Management Fund						
4662	Replacement Charges	$ 134,940	$ 553,200	$ -	$ -	$ -
4676	User Departments- Vehicle Replacement	638,260	717,220	1,314,100	1,314,100	1,133,070
4801	Interest Income	2,120	9,820	-	-	-
4901	Sale of Assets	-	23,050	77,900	77,900	30,350
4904	General Donations/Owner Contr	3,980	-	-	-	-
4908	Miscellaneous Reimbursements	200	-	-	-	-
4909	Other Revenue	-	420	-	-	-
Total Fleet Management Fund		**$ 779,500**	**$ 1,303,710**	**$ 1,392,000**	**$ 1,392,000**	**$ 1,163,420**
Information Systems Fund						
4125	PEG Fees	$ 138,790	$ 87,000	$ 130,000	$ 130,000	$ 130,000
4662	Replacement Charges	50,000	50,000	-	-	-
4669	User Departments- Information Systems	1,469,810	1,488,680	1,435,130	1,435,130	1,594,560
4801	Interest Income	6,230	16,780	-	-	-
4904	General Donations/Owner Contr	73,280	-	-	-	-
4908	Miscellaneous Reimbursements	100	170	-	-	-
4909	Other Revenue	3,120	80	-	-	-
Total Information Systems Fund		**$ 1,741,330**	**$ 1,642,710**	**$ 1,565,130**	**$ 1,565,130**	**$ 1,724,560**
Building Maintenance & Operations Fund						
4670	User Departments- Building Maint & Operations	$ 1,097,850	$ 1,093,820	$ 1,098,830	$ 1,098,830	$ 1,078,670
4801	Interest Income	3,200	12,300	-	-	-
Total Building Maintenance & Operations Fund		**$ 1,101,050**	**$ 1,106,120**	**$ 1,098,830**	**$ 1,098,830**	**$ 1,078,670**
Successor Agency Fund						
4430	SA Administrative Allowance	$ 250,000	$ 233,300	$ 233,300	$ 233,300	$ 250,000
4431	SA RPTTF	3,714,680	3,140,300	3,137,640	3,137,640	3,075,060
4801	Interest Income	37,640	37,800	25,000	25,000	41,190
4802	Rents General	19,410	15,500	-	-	-
4901	Sale of Capital Assets	-	-	-	1,813,880	-
Total Successor Agency Fund		**$ 4,021,730**	**$ 3,426,900**	**$ 3,395,940**	**$ 5,209,820**	**$ 3,366,250**
Grand Total		**$ 115,388,380**	**$ 139,975,230**	**$ 110,435,580**	**$ 112,623,900**	**$ 122,417,440**

2019-20 EXPENDITURES BY DEPARTMENT PROGRAM

	2016-17 Actual	2017-18 Actual	2018-19 Adopted	2018-19 Amended	2019-20 Proposed
General Government					
City Council	$ 96,820	$ 112,920	$ 117,740	$ 117,750	$ 118,670
City Treasurer	4,910	1,650	1,790	1,800	1,800
Administration	318,670	389,180	447,830	448,830	438,330
Total General Government	**$ 420,400**	**$ 503,750**	**$ 567,360**	**$ 568,380**	**$ 558,800**
Administrative Services					
Finance	$ 2,281,870	$ 1,911,550	$ 2,267,850	$ 2,273,410	$ 2,463,960
Non-Departmental	1,155,120	324,910	2,821,790	2,821,790	3,180,290
Library	1,542,390	1,651,090	1,595,070	1,595,070	1,637,320
Human Resources	406,820	438,440	576,460	578,160	686,850
City Attorney	607,410	487,500	490,000	490,000	490,000
City Clerk	356,320	436,050	419,680	419,680	330,050
Recreation Administration	640,610	621,450	641,340	646,820	683,420
Recreation Classes	198,220	189,540	200,500	200,500	226,800
Recreation Facilities	102,940	106,960	99,780	99,780	128,940
Youth Programs/Sports	57,350	67,590	103,800	109,700	118,600
Senior Center	287,750	310,170	363,360	363,360	312,020
Special Events	77,560	40,670	45,670	45,670	63,270
Community Outreach Services	37,470	24,360	45,520	45,520	47,720
ACCESS Program	20,680	220	-	-	-
Landecena Center	27,200	31,230	65,600	65,600	36,900
Carnegie Library Operation	54,920	63,650	72,690	72,690	93,960
Passports	10,980	24,430	19,590	19,590	19,590
Recreation Grants	53,850	39,010	-	58,510	-
Risk Management	5,767,480	4,712,960	4,096,690	4,096,690	4,177,530
Information Technology	1,230,010	1,632,020	1,565,130	1,784,670	1,677,510
Total Administrative Services	**$ 14,916,950**	**$ 13,113,800**	**$ 15,490,520**	**$ 15,787,210**	**$ 16,374,730**
Development Services					
Building & Safety	$ 523,670	$ 748,040	$ 738,940	$ 738,930	$ 802,060
Weed Abatement	39,690	56,180	51,460	51,960	54,810
Economic Development	143,750	218,040	235,540	261,340	277,900
Planning Commission	8,990	10,140	13,740	13,740	14,340
Planning	654,610	628,240	695,490	695,500	563,460
Santa Fe Depot	-	-	-	-	27,700
Housing	3,864,160	21,141,810	3,802,880	3,788,460	4,105,240
HOME Program	20,900	90,490	210,000	210,000	205,000
CBDG	565,980	310,600	712,760	1,104,730	636,410
PBIA	48,200	1,890	203,600	231,540	204,200
CalHOME Program	60,000	108,020	270,000	270,000	210,000
Energy Efficiency Capital Imp Project	-	4,747,650	-	2,597,830	275,120
Successor Agency	1,537,870	1,101,030	3,356,270	5,171,450	3,323,870
Total Development Services	**$ 7,467,820**	**$ 29,162,130**	**$ 10,290,680**	**$ 15,135,480**	**$ 10,700,110**
Fire					
Fire Administration	$ 3,384,760	$ 1,901,380	$ -	$ -	$ -
Fire Reserves	2,370	-	-	-	-
Fire Station I	1,906,450	134,560	-	-	-
Fire Station II	2,010,300	501,050	-	-	-
Fire Station III	2,163,190	182,310	-	-	-
Fire Station IV	1,799,330	129,470	-	-	-
Emergency Medical Services	88,380	860	-	-	-
Special Operations	6,760	10	-	-	-
Air Ambulance	1,306,340	180,870	-	-	-
Historic Fire Station	23,010	23,600	-	-	-

2019-20 EXPENDITURES BY DEPARTMENT PROGRAM

	2016-17 Actual	2017-18 Actual	2018-19 Adopted	2018-19 Amended	2019-20 Proposed
Fire Prevention	180,490	33,640	-	-	-
Fire Training & Emergency	44,080	100	-	-	-
Total Fire	**$ 12,915,460**	**$ 3,087,850**	**$ -**	**$ -**	**$ -**
Police					
Police Administration	$ 4,185,470	$ 4,847,230	$ 5,696,700	$ 5,696,700	$ 5,694,710
Investigations	1,893,970	2,207,960	2,562,870	2,562,870	2,921,930
Animal Services	411,280	522,900	660,220	660,220	644,500
Patrol	12,218,080	12,978,110	13,632,310	13,693,840	13,653,520
Police Special Events & Community Outreach	23,130	12,180	1,760	1,760	14,700
Police Reserves	4,320	650	3,000	3,000	3,200
Code Enforcement	245,990	467,310	562,860	562,860	726,960
Police Grants	280,310	200,260	720,660	1,002,890	789,810
Total Police	**$ 19,262,550**	**$ 21,236,600**	**$ 23,840,380**	**$ 24,184,140**	**$ 24,449,330**
Public Works					
Public Works Administration	$ 453,040	$ 671,340	$ 664,370	$ 664,370	$ 730,320
Engineering Administration	307,850	307,450	286,980	286,980	295,740
Development/Traffic Engineering	588,360	406,370	395,350	575,350	387,130
Street Maintenance	471,110	669,360	847,400	847,400	703,490
Street Sweeping	13,300	16,660	17,890	17,890	16,660
Sidewalk Maintenance	141,420	159,000	185,870	185,870	176,740
Street Lighting	791,630	886,700	888,180	888,180	881,600
Traffic Control	164,250	211,800	162,020	162,020	156,480
Traffic Facility Maintenance	202,690	232,590	294,800	294,800	292,000
Weed Abatement	26,470	35,860	47,460	47,460	51,860
Flood Control	44,120	18,500	24,990	24,990	8,000
Street Tree Maintenance	513,390	762,930	766,900	766,900	820,010
Public ROW Maintenance	438,300	544,380	492,830	492,840	480,840
Maintenance - Main Street	49,770	51,280	60,780	60,780	59,400
Maintenance - Metrolink	12,700	16,530	20,000	20,000	182,280
Fleet Maintenance	-	2,150	-	-	-
Graffiti Abatement	-	-	-	-	90,000
Damage to City Property	39,380	49,530	54,000	54,000	55,000
Park Maintenance	573,940	735,870	686,760	689,760	645,500
Sports Field Maintenance	220,580	249,470	266,440	263,450	243,840
Civic Center	191,110	264,590	373,210	373,210	354,740
Fire Station II Building	-	-	15,000	-	4,600
Fire Station III - Electric Meter	-	-	21,000	-	-
Historic Fire Station Building	-	-	22,740	-	14,540
Street Projects	3,811,600	2,940,500	12,820,140	12,432,480	14,983,260
General Capital Improvement	55,740	114,900	1,122,510	1,122,200	54,850
Park Acquisition & Development	197,380	100,000	118,400	118,400	178,400
Storm Drain Development	180	50	471,520	471,520	655,420
Street & Traffic Facility Development	170	1,137,210	1,479,570	1,479,570	1,629,520
General Capital Projects	-	-	-	-	1,163,930
Street & Alley Repairs	5,350	8,540	779,070	790,540	776,750
Water Utility	17,608,540	20,011,420	36,577,960	36,458,250	41,491,190
Solid Waste Utility	10,287,130	11,151,680	11,501,030	11,535,650	13,101,560
Sewer Utility	7,720,490	8,752,770	11,245,500	11,287,610	12,754,150
Fleet Maintenance & Replacement	713,740	1,396,670	1,314,100	1,643,380	1,433,070
Building Maintenance & Operations	764,870	1,014,240	1,098,830	1,278,080	1,156,300
Total Public Works	**$ 46,408,600**	**$ 52,920,340**	**$ 85,123,600**	**$ 85,333,930**	**$ 96,029,170**
Grand Total	**$ 101,391,780**	**$ 120,024,470**	**$ 135,312,540**	**$ 141,009,140**	**$ 148,112,140**

Transfers not included in the Schedule of Expenditures by Department Program.

2019-2020 SCHEDULE OF EXPENDITURES BY FUND

Fund No.		2016-17 Actual	2017-18 Actual	2018-19 Adopted	2018-19 Amended	2019-20 Proposed
101	General Fund	$ 45,484,650	$ 37,335,470	$ 40,924,710	$ 41,092,050	$ 41,931,700
	Total General Fund	**$ 45,484,650**	**$ 37,335,470**	**$ 40,924,710**	**$ 41,092,050**	**$ 41,931,700**
201	Housing	$ 3,864,160	$ 21,141,810	$ 3,802,880	$ 3,788,460	$ 4,105,240
203	Public Safety Augmentation	866,290	938,260	810,050	810,050	1,002,140
204	Gas Tax	2,391,110	2,900,570	8,767,340	8,405,560	8,924,110
205	Measure I	1,420,490	39,930	4,052,800	4,026,920	6,059,150
208	HOME Investment Partnership Program	20,900	90,490	210,000	210,000	205,000
209	Community Development Block Grant	565,980	310,600	712,760	1,104,730	636,410
210	Parking Business Improvement Area	48,200	1,890	203,600	231,540	204,200
211	Air Quality Management District	17,970	18,070	111,160	111,160	195,210
214	Homeland Security Grants - PD	4,090	37,220	-	24,240	22,940
215	Prop 30	-	-	140,000	140,000	140,000
216	COPS	99,730	-	579,910	579,910	626,870
217	Other Grants	53,850	39,010	-	58,510	-
218	Office of Traffic Safety	118,500	140,340	-	254,760	-
219	Local Law Enforcement Block Grant	20,370	15,710	-	3,230	-
220	Asset Forfeiture - Federal/Treasury	37,620	5,060	-	-	-
221	Homeland Security Grants - Fire	(20)	-	-	-	-
222	CalHOME	60,000	108,020	270,000	270,000	210,000
224	Asset Forfeiture State	-	1,930	750	750	-
	Total Special Revenue Funds	**$ 9,589,240**	**$ 25,788,910**	**$ 19,661,250**	**$ 20,019,820**	**$ 22,331,270**
301	Public Financing Authority	$ 259,330	$ -	$ -	$ -	$ -
	Total Debt Service Fund	**$ 259,330**	**$ -**	**$ -**	**$ -**	**$ -**
420	General Capital Improvements	$ 55,740	$ 114,900	$ 1,122,510	$ 1,122,200	$ 54,850
421	Park Acquisition & Development	197,380	100,000	118,400	118,400	178,400
422	Storm Drain Development	180	50	471,520	471,520	655,420
423	Street & Traffic Facility Development	170	1,137,210	1,479,570	1,479,570	1,629,520
425	General Capital Projects	169,610	1,018,950	-	61,430	1,163,930
426	Street & Alley Repairs	5,350	8,540	779,070	790,540	776,750
427	Energy Efficiency Capital Imp Project	-	4,747,650	-	2,597,830	275,120
	Total Capital Project Funds	**$ 428,430**	**$ 7,127,300**	**$ 3,971,070**	**$ 6,641,490**	**$ 4,733,990**
640	Water Utility	$ 17,608,540	$ 20,011,420	$ 36,577,960	$ 36,458,250	$ 41,491,190
641	Solid Waste Utility	10,287,130	11,151,680	11,501,030	11,535,650	13,101,560
645	Sewer Utility	7,720,490	8,752,770	11,245,500	11,287,610	12,754,150
	Total Enterprise Funds	**$ 35,616,160**	**$ 39,915,870**	**$ 59,324,490**	**$ 59,281,510**	**$ 67,346,900**
751	Self-Funded Insurance	$ 5,767,480	$ 4,712,960	$ 4,096,690	$ 4,096,690	$ 4,177,530
752	Fleet Management	713,740	1,396,670	1,314,100	1,643,380	1,433,070
753	Information Systems	1,230,010	1,632,020	1,565,130	1,784,670	1,677,510
754	Building Maintenance & Operations	764,870	1,014,240	1,098,830	1,278,080	1,156,300
	Total Internal Service Funds	**$ 8,476,100**	**$ 8,755,890**	**$ 8,074,750**	**$ 8,802,820**	**$ 8,444,410**
805	Successor Agency	$ 1,537,870	$ 1,101,030	$ 3,356,270	$ 5,171,450	$ 3,323,870
	Total Private Purpose Trust Fund	**$ 1,537,870**	**$ 1,101,030**	**$ 3,356,270**	**$ 5,171,450**	**$ 3,323,870**
	Grand Total	**$ 101,391,780**	**$ 120,024,470**	**$ 135,312,540**	**$ 141,009,140**	**$ 148,112,140**

Transfers not included in the Schedule of Expenditures by Fund.

2019-2020 SCHEDULE OF EXPENDITURES BY FUND & CATEGORY

Fund No.		Salaries & Benefits	Maintenance & Operations	Capital Projects & Equipment	Total
101	General Fund	$ 24,467,700	$ 17,464,000	$ -	$ 41,931,700
	Total General Fund	**$ 24,467,700**	**$ 17,464,000**	**$ -**	**$ 41,931,700**
201	Housing	$ 898,590	$ 3,206,650	$ -	$ 4,105,240
203	Public Safety Augmentation	1,002,140	-	-	1,002,140
204	Gas Tax	-	5,270	8,918,840	8,924,110
205	Measure I	-	-	6,059,150	6,059,150
208	HOME Investment Partnership Program	-	205,000	-	205,000
209	Community Development Block Grant	41,080	495,330	100,000	636,410
210	Parking Business Improvement Area	-	55,510	148,690	204,200
211	Air Quality Management District	5,060	31,200	158,950	195,210
214	Homeland Security Grants - PD	-	-	22,940	22,940
215	Prop 30	-	-	140,000	140,000
216	COPS	-	-	626,870	626,870
222	CalHOME	-	210,000	-	210,000
224	Asset Forfeiture State	-	-	-	-
	Total Special Revenue Funds	**$ 1,946,870**	**$ 4,208,960**	**$ 16,175,440**	**$ 22,331,270**
420	General Capital Improvements	$ -	$ -	$ 54,850	$ 54,850
421	Park Acquisition & Development	-	-	178,400	178,400
422	Storm Drain Development	-	-	655,420	655,420
423	Street & Traffic Facility Development	-	-	1,629,520	1,629,520
425	General Capital Projects	-	-	1,163,930	1,163,930
426	Street & Alley Repairs	-	-	776,750	776,750
427	Energy Efficiency Capital Imp Project	-	275,120	-	275,120
	Total Capital Project Funds	**$ -**	**$ 275,120**	**$ 4,458,870**	**$ 4,733,990**
640	Water Utility	$ 3,984,330	$ 21,260,240	$ 16,246,620	$ 41,491,190
641	Solid Waste Utility	647,800	12,203,760	250,000	13,101,560
645	Sewer Utility	1,569,150	9,084,340	2,100,660	12,754,150
	Total Enterprise Funds	**$ 6,201,280**	**$ 42,548,340**	**$ 18,597,280**	**$ 67,346,900**
751	Self-Funded Insurance	$ 272,250	$ 3,905,280	$ -	$ 4,177,530
752	Fleet Maintenance & Replacement	385,070	265,950	782,050	1,433,070
753	Information Systems	405,230	1,187,280	85,000	1,677,510
754	Building Maintenance & Operations	559,650	531,650	65,000	1,156,300
	Total Internal Service Funds	**$ 1,622,200**	**$ 5,890,160**	**$ 932,050**	**$ 8,444,410**
805	Successor Agency	$ 181,650	$ 3,142,220	$ -	$ 3,323,870
	Total Private Purpose Trust Fund	**$ 181,650**	**$ 3,142,220**	**$ -**	**$ 3,323,870**
	Grand Total	**$ 34,419,700**	**$ 73,528,800**	**$ 40,163,640**	**$ 148,112,140**

Transfers not included in the Schedule of Expenditures by Fund and Category.

FISCAL YEAR 2019-20

SUMMARY OF OPERATING TRANSFERS

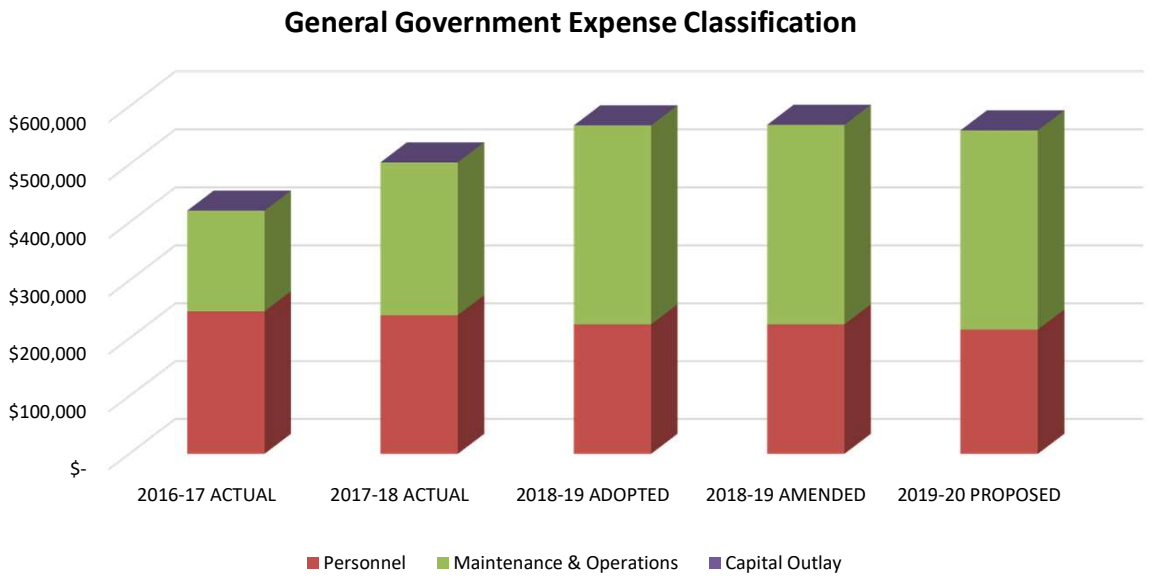
Fund No.	Fund Name	Transfers In	Transfers Out
425	General Capital Projects	1,112,800	
101	General Fund		1,112,800
	To Fund Capital Projects.		
645	Sewer Utility	265,000	
641	Solid Waste Utility		265,000
	To Transfer for Landfill Costs.		
	Total	**$ 1,377,800**	**$ 1,377,800**

CITY OF UPLAND
EXPENDITURE SUMMARY BY DIVISION
FY 2019-20 PROPOSED BUDGET

GENERAL GOVERNMENT

	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 ADOPTED	2018-19 AMENDED	2019-20 PROPOSED
EXPENSE CLASSIFICATION					
Personnel	$ 246,890	$ 240,250	$ 224,370	$ 224,370	$ 215,510
Maintenance & Operations	173,510	263,500	342,990	344,010	343,290
Capital Outlay	-	-	-	-	-
TOTAL BUDGET	$ 420,400	$ 503,750	$ 567,360	$ 568,380	$ 558,800

	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 ADOPTED	2018-19 AMENDED	2019-20 PROPOSED
FUNDING SOURCES					
GENERAL FUND	$ 420,400	$ 503,750	$ 567,360	$ 568,380	$ 558,800
TOTAL BUDGET	$ 420,400	$ 503,750	$ 567,360	$ 568,380	$ 558,800



CITY OF UPLAND
EXPENDITURE SUMMARY BY DIVISION
FY 2019-20 PROPOSED BUDGET

GENERAL GOVERNMENT		2016-17 ACTUAL	2017-18 ACTUAL	2018-19 ADOPTED	2018-19 AMENDED	2019-20 PROPOSED
1101	**CITY COUNCIL**					
	Personnel	$ 35,100	$ 42,900	$ 33,560	$ 33,560	$ 34,490
	Maintenance & Operations	61,720	70,020	84,180	84,190	84,180
	Capital Outlay	-	-	-	-	-
	TOTAL CITY COUNCIL	$ 96,820	$ 112,920	$ 117,740	$ 117,750	$ 118,670
1104	**CITY TREASURER**					
	Personnel	$ 4,410	$ 1,360	$ 1,410	$ 1,410	$ 1,420
	Maintenance & Operations	500	290	380	390	380
	Capital Outlay	-	-	-	-	-
	TOTAL CITY TREASURER	$ 4,910	$ 1,650	$ 1,790	$ 1,800	$ 1,800
1201	**ADMINISTRATION**					
	Personnel	$ 207,380	$ 195,990	$ 189,400	$ 189,400	$ 179,600
	Maintenance & Operations	111,290	193,190	258,430	259,430	258,730
	Capital Outlay	-	-	-	-	-
	TOTAL ADMINISTRATION	$ 318,670	$ 389,180	$ 447,830	$ 448,830	$ 438,330
	TOTAL GENERAL GOVERNMENT					
	Personnel	$ 246,890	$ 240,250	$ 224,370	$ 224,370	$ 215,510
	Maintenance & Operations	173,510	263,500	342,990	344,010	343,290
	Capital Outlay	-	-	-	-	-
	TOTAL GENERAL GOVERNMENT	$ 420,400	$ 503,750	$ 567,360	$ 568,380	$ 558,800

CITY OF UPLAND
GENERAL GOVERNMENT
FY 2019-20 ANNUAL BUDGET
SUMMARY BY OBJECT CODE

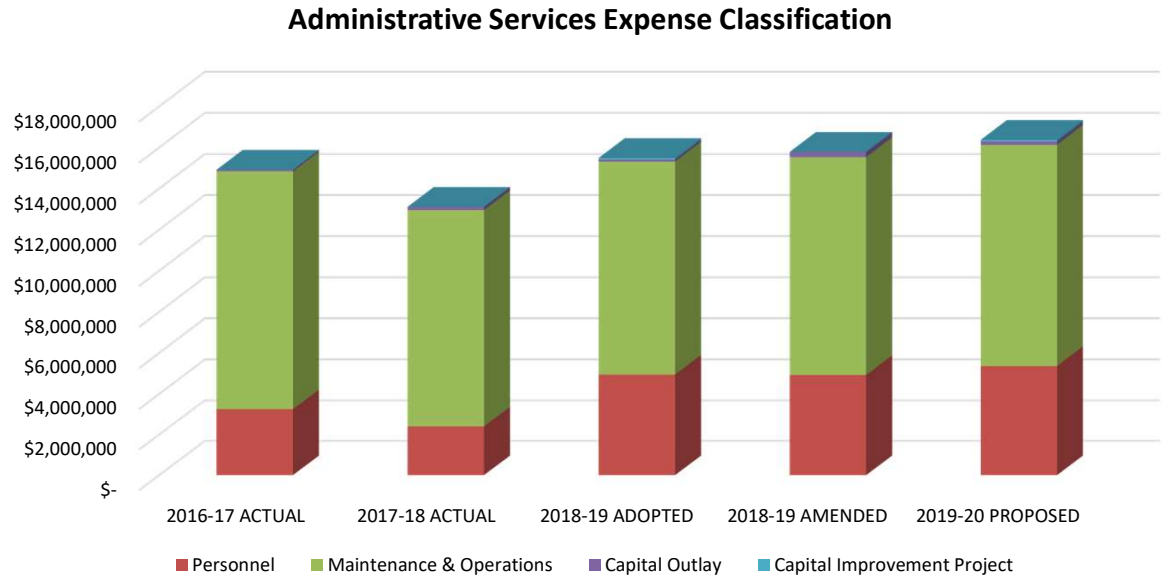
OBJECT CODE	EXPENSE CLASSIFICATION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 ADOPTED	2018-19 AMENDED	2019-20 PROPOSED
	PERSONNEL EXPENSE					
5110	Buy Backs	$ 970	$ 7,500	$ 8,500	$ 8,500	$ 4,660
5111	Salaries - Full Time	181,520	129,460	146,710	146,710	137,740
5112	Salaries - Temporary/Part Time	31,950	40,900	-	-	-
5116	Fringe Benefits	16,080	17,660	22,020	22,020	21,940
5117	Retirement Contributions	16,370	10,280	13,380	13,380	12,820
5119	Unfunded Annual PERS Liability	-	34,450	33,760	33,760	38,350
	TOTAL PERSONNEL EXPENSES	$ 246,890	$ 240,250	$ 224,370	$ 224,370	$ 215,510
	MAINTENANCE & OPERATIONS					
5210	City Manager Contingency	$ -	$ -	$ -	$ -	$ 25,000
5211	Postage	4,410	4,510	5,190	5,200	5,520
5212	Advertising	26,900	30,150	33,400	33,400	9,200
5213	Dues & Subscriptions	49,150	54,120	57,050	57,050	60,760
5215	Training/Conferences/Meetings	13,960	14,000	23,380	23,390	32,620
5216	Office Supplies	610	2,110	1,750	1,750	1,500
5217	Other Supplies/Materials	3,670	2,950	21,450	21,450	22,770
5220	Fuel Usage	1,070	1,570	1,300	1,300	-
5221	Mileage Reimbursement	410	-	-	-	-
5222	Central Duplicating Charges	-	150	-	-	170
5223	Information Systems Charges	13,930	16,160	9,850	9,850	13,930
5224	Vehicle Charges	4,000	1,650	2,210	2,210	-
5233	Other Equipment	-	1,260	-	-	-
5252	Professional Services	40,350	30,330	78,720	78,720	62,000
5253	Contract Services	-	54,080	54,000	54,000	54,000
5258	Other Services	12,900	14,630	20,150	21,150	18,000
5271	Insurance Premium	330	230	400	400	450
5273	Workers Compensation Charges	-	11,120	12,140	12,140	12,030
5274	Unemployment Charges	490	940	1,010	1,010	970
5275	Long-term Disability Charges	680	950	1,010	1,010	970
5276	Liability Charges	-	16,590	18,840	18,840	17,910
5277	Loss Prevention	650	1,000	1,140	1,140	990
5294	Sponsor/Contribution/Donation	-	-	-	-	4,500
5427	Issuance Costs	-	5,000	-	-	-
	TOTAL MAINTENANCE & OPERATIONS	$ 173,510	$ 263,500	$ 342,990	$ 344,010	$ 343,290
	CAPITAL OUTLAY					
5530	Machinery & Equipment	$ -	$ -	$ -	$ -	$ -
5531	Vehicles	-	-	-	-	-
	TOTAL CAPITAL OUTLAY	$ -	$ -	$ -	$ -	$ -
	TOTAL DEPARTMENT	$ 420,400	$ 503,750	$ 567,360	$ 568,380	$ 558,800

CITY OF UPLAND
EXPENDITURE SUMMARY BY DIVISION
FY 2019-20 PROPOSED BUDGET

ADMINISTRATIVE SERVICES

	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 ADOPTED	2018-19 AMENDED	2019-20 PROPOSED
EXPENSE CLASSIFICATION					
Personnel	$ 3,255,220	$ 2,402,430	$ 4,947,590	$ 4,926,910	$ 5,366,670
Maintenance & Operations	11,588,450	10,552,190	10,367,930	10,608,490	10,764,110
Capital Outlay	73,280.00	159,180	100,000	251,810	168,950
Capital Improvement Project	-	-	75,000	-	75,000
TOTAL BUDGET	$ 14,916,950	$ 13,113,800	$ 15,490,520	$ 15,787,210	$ 16,374,730

	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 ADOPTED	2018-19 AMENDED	2019-20 PROPOSED
FUNDING SOURCES					
GENERAL FUND	$ 7,588,310	$ 6,711,740	$ 9,717,540	$ 9,736,180	$ 10,324,480
AIR QUALITY MANAGEMENT FUND	17,970	18,070	111,160	111,160	195,210
OTHER GRANTS	53,850	39,010	-	58,510	-
PUBLIC FINANCING AUTHORITY	259,330	-	-	-	-
SELF-FUNDED INSURANCE	5,767,480	4,712,960	4,096,690	4,096,690	4,177,530
INFORMATION SYSTEMS	1,230,010	1,632,020	1,565,130	1,784,670	1,677,510
TOTAL BUDGET	$ 14,916,950	$ 13,113,800	$ 15,490,520	$ 15,787,210	$ 16,374,730



CITY OF UPLAND
EXPENDITURE SUMMARY BY DIVISION
FY 2019-20 PROPOSED BUDGET

ADMINISTRATIVE SERVICES		2016-17 ACTUAL	2017-18 ACTUAL	2018-19 ADOPTED	2018-19 AMENDED	2019-20 PROPOSED
1301	**FINANCE**					
	Personnel	$ 599,710	$ 724,950	$ 747,780	$ 727,100	$ 780,650
	Maintenance & Operations	1,341,680	1,123,700	1,443,680	1,469,920	1,606,870
	Capital Outlay	-	-	-	-	-
	TOTAL FINANCE	$ 1,941,390	$ 1,848,650	$ 2,191,460	$ 2,197,020	$ 2,387,520
1302	**MAIL/PRINTING SERVICES**					
	Personnel	$ 9,280	$ -	$ -	$ -	$ -
	Maintenance & Operations	71,870	62,900	76,390	76,390	76,440
	Capital Outlay	-	-	-	-	-
	TOTAL MAIL/PRINTING SERVICES	$ 81,150	$ 62,900	$ 76,390	$ 76,390	$ 76,440
1504	**NON-DEPARTMENTAL**					
	Personnel	$ 1,000,000	$ 18,040	$ 2,337,780	$ 2,337,780	$ 2,701,180
	Maintenance & Operations	155,120	306,870	484,010	484,010	479,110
	Capital Outlay	-	-	-	-	-
	TOTAL NON-DEPARTMENTAL	$ 1,155,120	$ 324,910	$ 2,821,790	$ 2,821,790	$ 3,180,290
1510/4401	**LIBRARY**					
	Personnel	$ -	$ -	$ -	$ -	$ -
	Maintenance & Operations	1,542,390	1,651,090	1,595,070	1,595,070	1,637,320
	Capital Outlay	-	-	-	-	-
	TOTAL LIBRARY	$ 1,542,390	$ 1,651,090	$ 1,595,070	$ 1,595,070	$ 1,637,320
1601	**HUMAN RESOURCES**					
	Personnel	$ 150,560	$ 87,500	$ 103,540	$ 103,540	$ 183,700
	Maintenance & Operations	189,740	222,240	239,170	240,870	250,290
	Capital Outlay	-	-	-	-	-
	TOTAL HUMAN RESOURCES	$ 340,300	$ 309,740	$ 342,710	$ 344,410	$ 433,990
1602	**DEVELOPMENT & TRAINING**					
	Personnel	$ 32,060	$ 95,080	$ 96,590	$ 96,590	$ 31,650
	Maintenance & Operations	16,490	15,550	26,000	26,000	26,000
	Capital Outlay	-	-	-	-	-
	TOTAL DEVELOPMENT & TRAINING	$ 48,550	$ 110,630	$ 122,590	$ 122,590	$ 57,650
1603	**CITY ATTORNEY**					
	Personnel	$ -	$ -	$ -	$ -	$ -
	Maintenance & Operations	607,410	487,500	490,000	490,000	490,000
	Capital Outlay	-	-	-	-	-
	TOTAL CITY ATTORNEY	$ 607,410	$ 487,500	$ 490,000	$ 490,000	$ 490,000
1701	**CITY CLERK**					
	Personnel	$ 193,840	$ 193,420	$ 229,100	$ 229,100	$ 226,500
	Maintenance & Operations	162,480	242,630	190,580	190,580	103,550
	Capital Outlay	-	-	-	-	-
	TOTAL CITY CLERK	$ 356,320	$ 436,050	$ 419,680	$ 419,680	$ 330,050
4201	**RECREATION ADMINISTRATION**					
	Personnel	$ 442,920	$ 410,940	$ 419,380	$ 419,380	$ 429,200
	Maintenance & Operations	197,690	210,510	221,960	227,440	254,220
	Capital Outlay	-	-	-	-	-
	TOTAL RECREATION ADMINISTRATION	$ 640,610	$ 621,450	$ 641,340	$ 646,820	$ 683,420
4202	**RECREATION CLASSES**					
	Personnel	$ 2,210	$ 1,300	$ -	$ -	$ -
	Maintenance & Operations	196,010	188,240	200,500	200,500	226,800
	Capital Outlay	-	-	-	-	-
	TOTAL RECREATION CLASSES	$ 198,220	$ 189,540	$ 200,500	$ 200,500	$ 226,800

ADMINISTRATIVE SERVICES

		2016-17 ACTUAL	2017-18 ACTUAL	2018-19 ADOPTED	2018-19 AMENDED	2019-20 PROPOSED
4203	**RECREATION FACILITIES**					
	Personnel	$ -	$ -	$ -	$ -	$ -
	Maintenance & Operations	102,940	106,960	99,780	99,780	128,940
	Capital Outlay	-	-	-	-	-
	TOTAL RECREATION FACILITIES	$ 102,940	$ 106,960	$ 99,780	$ 99,780	$ 128,940
4204	**YOUTH PROGRAMS/SPORTS**					
	Personnel	$ 38,050	$ 42,620	$ 84,200	$ 84,200	$ 84,200
	Maintenance & Operations	19,300	24,970	19,600	25,500	34,400
	Capital Outlay	-	-	-	-	-
	TOTAL YOUTH PROGRAMS/SPORTS	$ 57,350	$ 67,590	$ 103,800	$ 109,700	$ 118,600
4205	**SENIOR CENTER**					
	Personnel	$ 101,310	$ 108,700	$ 182,260	$ 182,260	$ 184,470
	Maintenance & Operations	186,440	201,470	181,100	181,100	127,550
	Capital Outlay	-	-	-	-	-
	TOTAL SENIOR CENTER	$ 287,750	$ 310,170	$ 363,360	$ 363,360	$ 312,020
4206	**SPECIAL EVENTS**					
	Personnel	$ 32,630	$ 24,780	$ 5,770	$ 5,770	$ 5,770
	Maintenance & Operations	44,930	15,890	39,900	39,900	57,500
	Capital Outlay	-	-	-	-	-
	TOTAL SPECIAL EVENTS	$ 77,560	$ 40,670	$ 45,670	$ 45,670	$ 63,270
4207	**COMMUNITY OUTREACH SERVICES**					
	Personnel	$ 33,400	$ 19,030	$ 40,070	$ 40,070	$ 40,070
	Maintenance & Operations	4,070	5,330	5,450	5,450	7,650
	Capital Outlay	-	-	-	-	-
	TOTAL COMMUNITY OUTREACH SERVICES	$ 37,470	$ 24,360	$ 45,520	$ 45,520	$ 47,720
4208	**ACCESS PROGRAM**					
	Personnel	$ 21,890	$ 220	$ -	$ -	$ -
	Maintenance & Operations	(1,210)	-	-	-	-
	Capital Outlay	-	-	-	-	-
	TOTAL ACCESS PROGRAM	$ 20,680	$ 220	$ -	$ -	$ -
4210	**LANDECENA CENTER**					
	Personnel	$ -	$ -	$ -	$ -	$ -
	Maintenance & Operations	27,200	31,230	65,600	65,600	36,900
	Capital Outlay		-	-	-	-
	TOTAL LANDECENA CENTER	$ 27,200	$ 31,230	$ 65,600	$ 65,600	$ 36,900
4402	**CARNEGIE LIBRARY OPERATION**					
	Personnel	$ -	$ -	$ -	$ -	$ -
	Maintenance & Operations	54,920	63,650	72,690	72,690	93,960
	Capital Outlay	-	-	-	-	-
	TOTAL CARNEGIE LIBRARY OPERATION	$ 54,920	$ 63,650	$ 72,690	$ 72,690	$ 93,960
4409	**PASSPORTS**					
	Personnel	$ 10,340	$ 24,040	$ 16,740	$ 16,740	$ 16,740
	Maintenance & Operations	640	390	2,850	2,850	2,850
	Capital Outlay	-	-	-	-	-
	TOTAL PASSPORTS	$ 10,980	$ 24,430	$ 19,590	$ 19,590	$ 19,590
101	**TOTAL GENERAL FUND**					
	Personnel	$ 2,668,200	$ 1,750,620	$ 4,263,210	$ 4,242,530	$ 4,684,130
	Maintenance & Operations	4,920,110	4,961,120	5,454,330	5,493,650	5,640,350
	Capital Outlay	-	-	-	-	-
	TOTAL GENERAL FUND	$ 7,588,310	$ 6,711,740	$ 9,717,540	$ 9,736,180	$ 10,324,480
211	**TOTAL AIR QUALITY MANAGEMENT DISTRICT**					
	Personnel	$ 4,840	$ 5,140	$ 4,960	$ 4,960	$ 5,060
	Maintenance & Operations	13,130	12,930	31,200	106,200	31,200
	Capital Outlay	-	-	-	-	83,950
	Capital Improvement Project	-	-	75,000	-	75,000
	TOTAL AIR QUALITY MANAGEMENT DISTR	$ 17,970	$ 18,070	$ 111,160	$ 111,160	$ 195,210

ADMINISTRATIVE SERVICES

		2016-17 ACTUAL	2017-18 ACTUAL	2018-19 ADOPTED	2018-19 AMENDED	2019-20 PROPOSED
217	**TOTAL OTHER GRANTS**					
	Personnel	$ 9,610	$ -	$ -	$ -	$ -
	Maintenance & Operations	44,240	39,010	-	58,510	-
	Capital Outlay	-	-	-	-	-
	TOTAL OTHER GRANTS	$ 53,850	$ 39,010	$ -	$ 58,510	$ -
301	**TOTAL PUBLIC FINANCING AUTHORITY**					
	Personnel	$ -	$ -	$ -	$ -	$ -
	Maintenance & Operations	259,330	-	-	-	-
	Capital Outlay	-	-	-	-	-
	TOTAL PUBLIC FINANCING AUTHORITY	$ 259,330	$ -	$ -	$ -	$ -
751	**TOTAL SELF-FUNDED INSURANCE**					
	Personnel	$ 266,580	$ 294,520	$ 305,070	$ 305,070	$ 272,250
	Maintenance & Operations	5,500,900	4,418,440	3,791,620	3,791,620	3,905,280
	Capital Outlay	-	-	-	-	-
	TOTAL SELF-FUNDED INSURANCE	$ 5,767,480	$ 4,712,960	$ 4,096,690	$ 4,096,690	$ 4,177,530
753	**INFORMATION SYSTEMS FUND**					
	Personnel	$ 305,990	$ 352,150	$ 374,350	$ 374,350	$ 405,230
	Maintenance & Operations	850,740	1,120,690	1,090,780	1,158,510	1,187,280
	Capital Outlay	73,280	159,180	100,000	251,810	85,000
	TOTAL INFORMATION SYSTEMS FUND	$ 1,230,010	$ 1,632,020	$ 1,565,130	$ 1,784,670	$ 1,677,510
	TOTAL ADMINISTRATIVE SERVICES					
	Personnel	$ 3,255,220	$ 2,402,430	$ 4,947,590	$ 4,926,910	$ 5,366,670
	Maintenance & Operations	11,588,450	10,552,190	10,367,930	10,608,490	10,764,110
	Capital Outlay	73,280	159,180	100,000	251,810	168,950
	Capital Improvement Project	-	-	75,000	-	75,000
	TOTAL ADMINISTRATIVE SERVICES	$ 14,916,950	$ 13,113,800	$ 15,490,520	$ 15,787,210	$ 16,374,730

CITY OF UPLAND
ADMINISTRATIVE SERVICES DEPARTMENT
FY 2019-20 ANNUAL BUDGET
SUMMARY BY OBJECT CODE

OBJECT CODE	EXPENSE CLASSIFICATION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 ADOPTED	2018-19 AMENDED	2019-20 PROPOSED
	PERSONNEL EXPENSE					
5110	Buy Backs	$ 12,330	$ 5,700	$ 37,200	$ 37,200	$ 14,150
5111	Salaries - Full Time	1,304,310	1,335,170	1,370,420	1,355,540	1,355,440
5112	Salaries - Temporary/Part Time	252,160	213,230	353,770	353,770	367,600
5113	Overtime	22,510	16,080	34,000	34,000	31,050
5116	Fringe Benefits	242,640	261,560	362,610	358,810	342,770
5117	Retirement Contributions	356,020	157,100	158,750	156,750	156,320
5118	Employee LTD Costs	40,840	39,820	46,030	46,030	46,030
5119	Unfunded Annual PERS Liability	-	356,530	661,280	661,280	651,350
5123	Overtime - Sworn Fire	3,800	-	-	-	-
5126	Fringe Benefits - Sworn Fire	340	-	-	-	-
5129	Unfunded Annual PERS Liability - Sworn	-	-	1,923,530	1,923,530	2,401,960
5133	Overtime - Sworn Police	17,780	15,180	-	-	-
5136	Fringe Benefits - Sworn Police	2,490	2,060	-	-	-
5150	OPEB Expense	1,000,000	-	-	-	-
	TOTAL PERSONNEL EXPENSES	$ 3,255,220	$ 2,402,430	$ 4,947,590	$ 4,926,910	$ 5,366,670
	MAINTENANCE & OPERATIONS					
5205	Recruitment Costs - Other	$ -	$ 310	$ -	$ -	$ -
5211	Postage	49,180	44,950	50,670	50,670	52,440
5212	Advertising	19,430	19,010	21,400	21,400	20,700
5213	Dues & Subscriptions	4,700	6,750	10,570	10,570	510,250
5215	Training/Conferences/Meetings	22,820	21,660	39,320	39,320	42,670
5216	Office Supplies	28,980	20,840	37,400	37,400	39,750
5217	Other Supplies/Materials	48,720	47,760	67,780	69,290	78,730
5218	Uniform Expense	-	730	-	-	-
5219	Registration/License/Permits	3,830	98,070	50,150	50,150	135,440
5220	Fuel Usage	1,090	1,700	2,950	2,950	1,600
5221	Mileage Reimbursement	70	560	1,310	1,310	1,610
5222	Print/Mail Charges	-	570	700	700	5,200
5223	Information Systems Charges	432,690	396,360	296,960	296,960	416,420
5224	Vehicle Charges	8,700	5,950	7,830	7,830	45,060
5225	Building Maint & Operations	372,830	336,490	379,840	379,840	358,640
5231	Office Equipment (Under 5,000)	-	5,580	1,900	1,900	3,000
5232	Computer Equip (Under 5,000)	120,600	136,100	146,100	151,600	60,000
5233	Other Equipment (Under 5,000)	-	11,460	-	2,730	-
5234	Other Equipment Rental	89,170	78,960	111,680	111,680	112,270
5235	Copier Usage Expense	16,120	61,320	65,000	65,000	65,000
5236	Rent	-	-	-	-	3,000
5241	Utilities - Electric	126,380	73,460	99,840	99,840	63,300
5242	Utilities - Gas	8,780	9,560	9,800	9,800	9,500
5243	Utilities - Telephone	279,900	272,040	260,000	260,000	265,000
5245	Maintenance - Building/Structure/Grounds	-	660	-	-	-
5246	Maintenance - Equipment	-	100	-	-	-
5248	Maintenance - Other	38,620	30,360	52,200	52,200	52,200
5251	Legal Services	673,040	813,980	1,071,400	1,071,400	571,400
5252	Professional Services	229,300	67,380	116,000	125,930	131,000
5253	Contract Services	1,366,430	1,574,140	1,539,670	1,568,420	1,592,540
5254	Data Processing Services	275,620	380,410	375,000	440,000	513,500
5255	Banking Services	72,250	71,240	79,680	79,680	90,280
5258	Other Services	1,088,920	796,400	1,124,390	1,200,030	763,720
5261	Books & Digital Materials	-	155,110	165,000	165,000	165,570
5262	Library Books - Children	115,400	-	-	-	-
5269	PTS Center Outcomes Research Fee	360	770	-	-	-
5270	IBNR Claims Expense	514,000	201,230	-	-	-
5271	Insurance Premium	925,970	765,350	915,000	915,000	917,610
5272	Claims Expense	3,722,790	2,722,830	1,900,090	1,900,090	1,951,450
5273	Workers Compensation Charges	-	104,110	98,970	98,970	105,780

CITY OF UPLAND
ADMINISTRATIVE SERVICES DEPARTMENT
FY 2019-20 ANNUAL BUDGET
SUMMARY BY OBJECT CODE

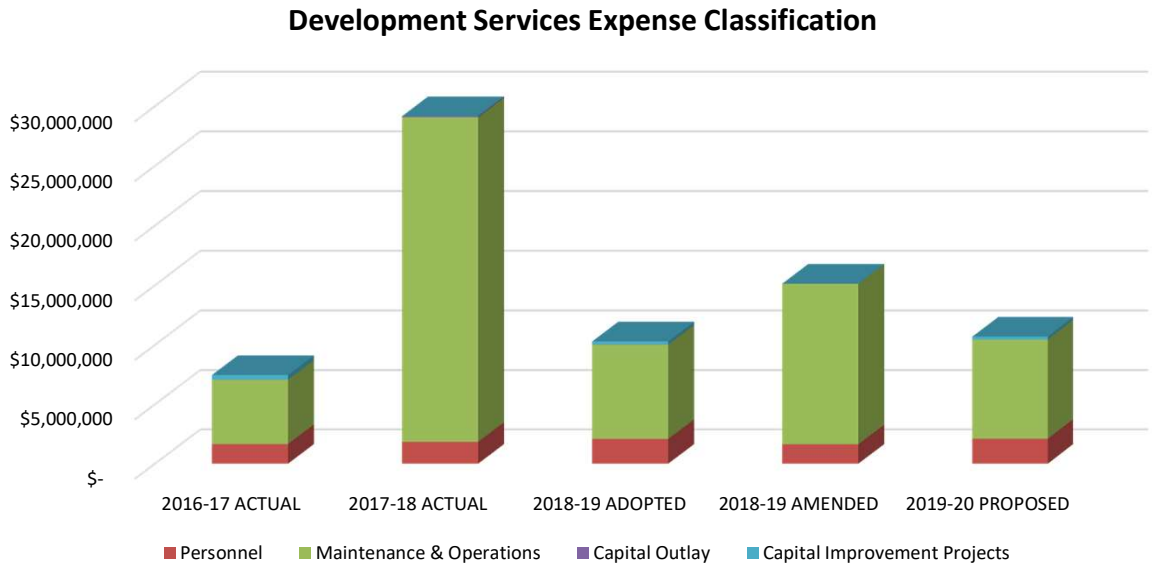
OBJECT CODE	EXPENSE CLASSIFICATION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 ADOPTED	2018-19 AMENDED	2019-20 PROPOSED
5274	Unemployment Charges	$ 4,360	$ 8,800	$ 8,260	$ 8,260	$ 8,530
5275	Long-term Disability Charges	6,050	8,880	8,260	8,260	8,520
5276	Liability Charges	42,410	155,300	153,650	153,650	157,390
5277	Loss Prevention Charges	5,750	9,330	9,360	9,360	8,710
5290	Late Charges	40	2,610	3,000	3,000	1,000
5291	Bad Debts Expense	-	14,450	-	-	-
5299	Prior Year Expenses	-	(61,550)	-	-	-
5301	Lemon Festival	26,120	35,000	-	51,500	-
5303	DDA/OPA	-	302,910	-	-	353,340
5321	Employee Incentive	13,130	12,930	30,000	30,000	30,000
5322	Health Premiums - Retirees	483,700	123,350	248,000	248,000	248,000
5323	PERS Supplement	27,900	25,550	43,140	43,140	43,140
5326	Medical - Retirees	25,980	203,040	186,360	186,360	186,360
5327	Dental - Retirees	37,460	46,080	54,720	54,720	54,840
5328	Vision - Retirees	3,090	3,710	4,080	4,080	4,080
5410	ICRMA Liability Program Annual Assessment	-	114,900	87,690	87,690	87,690
5421	Lease Principal Expense	-	-	-	-	-
5424	Bond Principal Payment	250,000	83,610	160,290	160,290	161,860
5425	Bond Interest Expense	5,750	129,030	272,520	272,520	266,020
5429	Residual Equity	20	-	-	-	-
	TOTAL MAINTENANCE & OPERATIONS	$ 11,588,450	$ 10,552,190	$ 10,367,930	$ 10,608,490	$ 10,764,110
	CAPITAL OUTLAY					
5530	Machinery & Equipment	$ 73,280	$ 130,840	$ 100,000	$ 251,810	$ 85,000
5531	Vehicles	-	28,340	-	-	83,950
	TOTAL CAPITAL OUTLAY	$ 73,280	$ 159,180	$ 100,000	$ 251,810	$ 168,950
	CAPITAL IMPROVEMENT PROJECTS					
55XX	Capital Improvement Projects	$ -	$ -	$ 75,000	$ -	$ 75,000
	TOTAL CAPITAL IMPROVEMENTS PROJECTS	$ -	$ -	$ 75,000	$ -	$ 75,000
	TOTAL DEPARTMENT	$ 14,916,950	$ 13,113,800	$ 15,490,520	$ 15,787,210	$ 16,374,730

CITY OF UPLAND
EXPENDITURE SUMMARY BY DIVISION
FY 2019-20 PROPOSED BUDGET

DEVELOPMENT SERVICES

EXPENSE CLASSIFICATION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 ADOPTED	2018-19 AMENDED	2019-20 PROPOSED
Personnel	$ 1,659,550	$ 1,839,450	$ 2,086,570	$ 1,635,240	$ 2,106,530
Maintenance & Operations	5,407,260	27,235,350	7,947,070	13,490,240	8,344,890
Capital Outlay	-	84,820	10,000	10,000	-
Capital Improvement Projects	401,010	2,510	247,040	-	248,690
TOTAL BUDGET	$ 7,467,820	$ 29,162,130	$ 10,290,680	$ 15,135,480	$ 10,700,110

FUNDING SOURCES	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 ADOPTED	2018-19 AMENDED	2019-20 PROPOSED
GENERAL FUND	$ 1,370,710	$ 1,660,640	$ 1,735,170	$ 1,761,470	$ 1,740,270
HOUSING	3,864,160	21,141,810	3,802,880	3,788,460	4,105,240
HOME	20,900	90,490	210,000	210,000	205,000
CDBG	565,980	310,600	712,760	1,104,730	636,410
PBIA	48,200	1,890	203,600	231,540	204,200
CALHOME	60,000	108,020	270,000	270,000	210,000
ENERGY EFFICIENCY CAPITAL IMP PROJECT	-	4,747,650	-	2,597,830	275,120
SUCCESSOR AGENCY	1,537,870	1,101,030	3,356,270	5,171,450	3,323,870
TOTAL BUDGET	$ 7,467,820	$ 29,162,130	$ 10,290,680	$ 15,135,480	$ 10,700,110



CITY OF UPLAND
EXPENDITURE SUMMARY BY DIVISION
FY 2019-20 PROPOSED BUDGET

DEVELOPMENT SERVICES	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 ADOPTED	2018-19 AMENDED	2019-20 PROPOSED
2201 BUILDING AND SAFETY					
Personnel	$ 293,140	$ 356,240	$ 467,710	$ 282,550	$ 467,990
Maintenance & Operations	230,530	391,800	271,230	456,380	334,070
Capital Outlay	-	-	-	-	-
TOTAL BUILDING AND SAFETY	$ 523,670	$ 748,040	$ 738,940	$ 738,930	$ 802,060
2202 WEED ABATEMENT					
Personnel	$ 27,470	$ 29,300	$ 29,340	$ 29,340	$ 30,510
Maintenance & Operations	12,220	26,880	22,120	22,620	24,300
Capital Outlay	-	-	-	-	-
TOTAL WEED ABATEMENT	$ 39,690	$ 56,180	$ 51,460	$ 51,960	$ 54,810
2203 ECONOMIC DEVELOPMENT					
Personnel	$ -	$ -	$ -	$ -	$ 100,050
Maintenance & Operations	143,750	218,040	235,540	261,340	177,850
Capital Outlay	-	-	-	-	-
TOTAL ECONOMIC DEVELOPMENT	$ 143,750	$ 218,040	$ 235,540	$ 261,340	$ 277,900
2204 PLANNING COMMISSION					
Personnel	$ -	$ -	$ -	$ -	$ -
Maintenance & Operations	8,990	10,140	13,740	13,740	14,340
Capital Outlay	-	-	-	-	-
TOTAL PLANNING COMMISSION	$ 8,990	$ 10,140	$ 13,740	$ 13,740	$ 14,340
2205 PLANNING					
Personnel	$ 200,170	$ 211,190	$ 279,950	$ 204,770	$ 386,660
Maintenance & Operations	454,440	417,050	415,540	490,730	176,800
Capital Outlay	-	-	-	-	-
TOTAL PLANNING	$ 654,610	$ 628,240	$ 695,490	$ 695,500	$ 563,460
2207 SANTA FE DEPOT					
Personnel	$ -	$ -	$ -	$ -	$ -
Maintenance & Operations	-	-	-	-	27,700
Capital Outlay	-	-	-	-	-
TOTAL SANTA FE DEPOT	$ -	$ -	$ -	$ -	$ 27,700
101 TOTAL GENERAL FUND					
Personnel	$ 520,780	$ 596,730	$ 777,000	$ 516,660	$ 985,210
Maintenance & Operations	849,930	1,063,910	958,170	1,244,810	755,060
Capital Outlay	-	-	-	-	-
TOTAL GENERAL FUND	$ 1,370,710	$ 1,660,640	$ 1,735,170	$ 1,761,470	$ 1,740,270
201 TOTAL HOUSING					
Personnel	$ 843,800	$ 949,950	$ 1,034,120	$ 884,290	$ 898,590
Maintenance & Operations	3,020,360	20,107,040	2,758,760	2,894,170	3,206,650
Capital Outlay	-	84,820	10,000	10,000	-
TOTAL HOUSING	$ 3,864,160	$ 21,141,810	$ 3,802,880	$ 3,788,460	$ 4,105,240
208 TOTAL HOME PROGRAM					
Personnel	$ -	$ -	$ -	$ -	$ -
Maintenance & Operations	20,900	90,490	210,000	210,000	205,000
Capital Outlay	-	-	-	-	-
TOTAL HOME PROGRAM	$ 20,900	$ 90,490	$ 210,000	$ 210,000	$ 205,000

DEVELOPMENT SERVICES	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 ADOPTED	2018-19 AMENDED	2019-20 PROPOSED
209 TOTAL CDBG					
Personnel	$ 68,230	$ 52,480	$ 63,230	$ 59,490	$ 41,080
Maintenance & Operations	135,040	257,500	552,490	1,045,240	495,330
Capital Outlay	-	-	-	-	-
Capital Improvement Projects	362,710	620	97,040	-	100,000
TOTAL CDBG	$ 565,980	$ 310,600	$ 712,760	$ 1,104,730	$ 636,410
210 TOTAL PARKING BUSINESS IMPROVEMENT AREA					
Personnel	$ -	$ -	$ -	$ -	$ -
Maintenance & Operations	9,900	-	53,600	231,540	55,510
Capital Outlay	-	-	-	-	-
Capital Improvement Projects	38,300	1,890	150,000	-	148,690
TOTAL PARKING & BUSINESS IMPROVEMEN	$ 48,200	$ 1,890	$ 203,600	$ 231,540	$ 204,200
222 TOTAL CALHOME PROGRAM					
Personnel	$ -	$ 8,990	$ -	$ -	$ -
Maintenance & Operations	60,000	99,030	270,000	270,000	210,000
Capital Outlay	-	-	-	-	-
TOTAL CALHOME PROGRAM	$ 60,000	$ 108,020	$ 270,000	$ 270,000	$ 210,000
427 TOTAL ENERGY EFFICIENCY CAPITAL IMP PROJECT					
Personnel	$ -	$ -	$ -		$ -
Maintenance & Operations	-	4,747,650	-	2,597,830	275,120
Capital Outlay	-	-	-		-
TOTAL ENERGY EFFICIENCY CAPITAL IMP	$ -	$ 4,747,650	$ -	$ 2,597,830	$ 275,120
805 TOTAL SUCCESSOR AGENCY					
Personnel	$ 226,740	$ 231,300	$ 212,220	$ 174,800	$ 181,650
Maintenance & Operations	1,311,130	869,730	3,144,050	4,996,650	3,142,220
Capital Outlay	-	-	-	-	-
TOTAL SUCCESSOR AGENCY	$ 1,537,870	$ 1,101,030	$ 3,356,270	$ 5,171,450	$ 3,323,870
TOTAL DEVELOPMENT SERVICES					
Personnel	$ 1,659,550	$ 1,839,450	$ 2,086,570	$ 1,635,240	$ 2,106,530
Maintenance & Operations	5,407,260	27,235,350	7,947,070	13,490,240	8,344,890
Capital Outlay	-	84,820	10,000	10,000	-
Capital Improvement Projects	401,010	2,510	247,040	-	248,690
TOTAL DEVELOPMENT SERVICES	$ 7,467,820	$ 29,162,130	$ 10,290,680	$ 15,135,480	$ 10,700,110

CITY OF UPLAND
DEVELOPMENT SERVICES DEPARTMENT
FY 2019-20 ANNUAL BUDGET
SUMMARY BY OBJECT CODE

OBJECT CODE	EXPENSE CLASSIFICATION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 ADOPTED	2018-19 AMENDED	2019-20 PROPOSED
	PERSONNEL EXPENSE					
5110	Buy Backs	$ 8,950	$ 15,550	$ 17,100	$ 17,100	$ 11,700
5111	Salaries - Full Time	1,044,200	1,101,580	1,232,270	947,290	1,246,890
5112	Salaries - Temporary/Part Time	106,200	92,250	87,520	87,520	73,570
5113	Overtime	12,120	19,300	13,000	13,000	16,000
5116	Fringe Benefits	200,820	215,290	290,800	228,900	296,890
5117	Retirement Contributions	287,260	107,430	135,910	106,270	146,610
5119	Unfunded Annual PERS Liability	-	288,050	309,970	235,160	314,870
	TOTAL PERSONNEL EXPENSES	$ 1,659,550	$ 1,839,450	$ 2,086,570	$ 1,635,240	$ 2,106,530
	MAINTENANCE & OPERATIONS					
5211	Postage	$ 30	$ 280	$ 1,050	$ 1,050	$ 800
5212	Advertising	16,020	24,810	24,000	24,000	26,000
5213	Dues & Subscriptions	270	350	2,640	2,640	12,830
5215	Training/Conferences/Meetings	1,930	4,040	13,600	13,600	18,420
5216	Office Supplies	6,430	4,140	5,400	5,390	4,850
5217	Other Supplies/Materials	810	1,560	2,350	2,350	15,630
5218	Uniform Expense	100	250	1,000	1,000	1,000
5219	Permits/Licenses/Fee/Assessments	-	10	-	-	-
5220	Fuel Usage	2,880	3,850	4,250	4,250	4,250
5221	Mileage Reimbursement	-	-	-	-	500
5222	Print/Mail Charges	-	800	250	250	900
5223	Information Systems Charges	101,150	132,460	93,720	93,720	127,510
5224	Vehicle Charges	8,750	9,320	12,230	12,230	15,330
5225	Building Maint & Operations	-	-	-	-	27,700
5234	Other Equipment Rental	-	-	-	8,750	2,250
5241	Utilities - Electric	470	80	-	-	-
5243	Utilities - Telephone	760	1,780	3,200	3,700	-
5245	Maintenance - Building/Structure/Grounds	1,860	31,540	31,900	31,900	19,820
5251	Legal Services	7,400	5,060	5,000	5,000	13,500
5252	Professional Services	1,142,290	1,135,390	891,630	1,344,280	636,920
5253	Contract Services	47,400	4,818,520	54,900	2,652,730	327,620
5255	Banking Services	29,680	28,900	3,700	3,700	8,200
5258	Other Services	1,952,180	330,700	1,729,870	2,295,100	2,148,300
5273	Workers Compensation Charges	65,320	119,450	101,990	101,990	108,310
5274	Unemployment Charges	5,110	10,110	8,500	8,500	8,730
5275	Long-term Disability Charges	7,080	10,180	8,500	8,500	8,720
5276	Liability Charges	79,180	178,210	158,340	158,340	161,110
5277	Loss Prevention Charges	6,740	10,700	9,630	9,630	8,930
5296	Pass-Thru Expense	-	-	-	1,813,880	-
5299	Prior Year Expenses	-	123,590	-	-	-
5302	Loans	9,430	(840)	-	-	-
5305	Emergency Repairs Program	187,040	42,120	-	-	-
5309	First Time Home Buyer Program	20,100	-	-	-	-
5310	Forgivable Loans	-	50,000	65,010	192,540	60,000
5314	HIP Loans	-	60,800	300,000	300,000	210,000
5315	FRHB Loans	60,000	-	180,000	180,000	205,000
5324	Other Post Employee Benefits	12,180	-	23,190	-	18,910
5424	Bond Principal Expense	-	18,444,850	2,632,710	2,632,710	2,681,810
5425	Bond Interest Expense	1,251,860	1,423,570	1,578,510	1,578,510	1,461,040
5427	Issuance Costs	382,810	228,770	-	-	-
	TOTAL MAINTENANCE & OPERATIONS	$ 5,407,260	$ 27,235,350	$ 7,947,070	$ 13,490,240	$ 8,344,890

CITY OF UPLAND
DEVELOPMENT SERVICES DEPARTMENT
FY 2019-20 ANNUAL BUDGET
SUMMARY BY OBJECT CODE

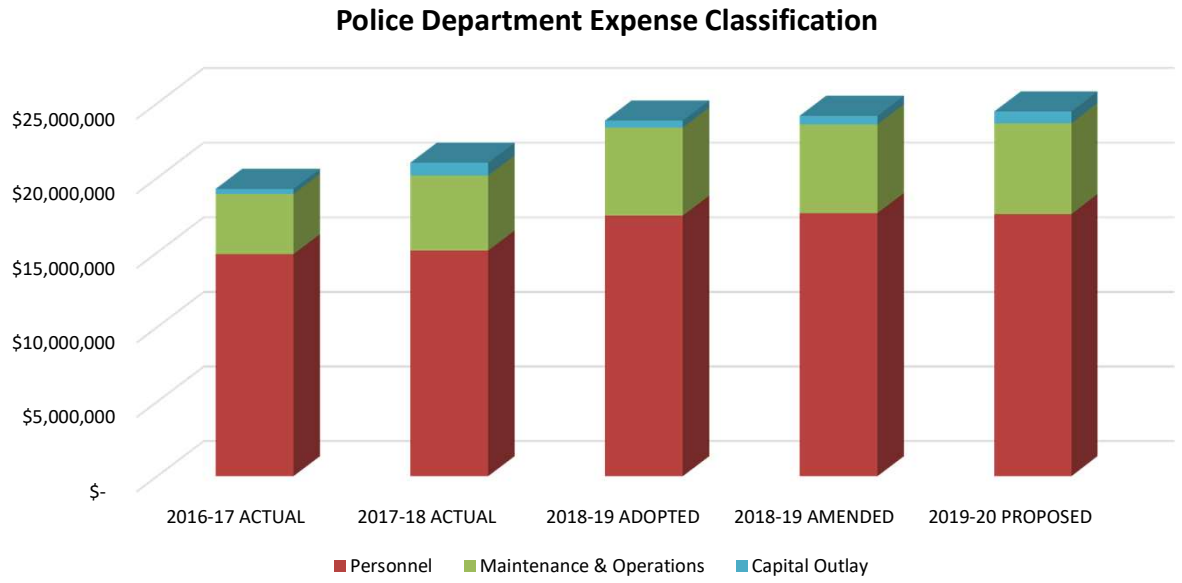
OBJECT CODE	EXPENSE CLASSIFICATION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 ADOPTED	2018-19 AMENDED	2019-20 PROPOSED
	CAPITAL OUTLAY					
5521	Land	$ -	$ -	$ 10,000	$ 10,000	$ -
5527	Buildings	-	84,820	-	-	-
	TOTAL CAPITAL OUTLAY	$ -	$ 84,820	$ 10,000	$ 10,000	$ -
	CAPITAL IMPROVEMENT PROJECTS					
55XX	Capital Improvement Projects	$ 401,010	$ 2,510	$ 247,040	$ -	$ 248,690
	CAPITAL IMPROVEMENT PROJECTS	$ 401,010	$ 2,510	$ 247,040	$ -	$ 248,690
	TOTAL DEPARTMENT	$ 7,467,820	$ 29,162,130	$ 10,290,680	$ 15,135,480	$ 10,700,110

CITY OF UPLAND
EXPENDITURE SUMMARY BY DIVISION
FY 2019-20 PROPOSED BUDGET

POLICE

EXPENSE CLASSIFICATION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 ADOPTED	2018-19 AMENDED	2019-20 PROPOSED
Personnel	$ 14,889,060	$ 15,126,650	$ 17,469,990	$ 17,643,080	$ 17,575,190
Maintenance & Operations	4,034,550	5,027,520	5,901,530	5,939,910	6,084,330
Capital Outlay	338,940	857,430	468,860	576,150	789,810
Capital Improvement Projects	-	225,000	-	25,000	-
TOTAL BUDGET	$ 19,262,550	$ 21,236,600	$ 23,840,380	$ 24,184,140	$ 24,449,330

FUNDING SOURCES	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 ADOPTED	2018-19 AMENDED	2019-20 PROPOSED
GENERAL FUND	$ 17,946,340	$ 19,079,130	$ 22,309,670	$ 22,309,770	$ 22,657,380
PUBLIC SAFETY AUGMENTATION	866,290	938,260	810,050	810,050	1,002,140
GENERAL CAPITAL PROJECTS	169,610	1,018,950	-	61,430	-
HOMELAND SECURITY GRANTS	4,090	37,220	-	24,240	22,940
PROPOSITION 30	-	-	140,000	140,000	140,000
COPS	99,730	-	579,910	579,910	626,870
OFFICE OF TRAFFIC SAFETY	118,500	140,340	-	254,760	-
LOCAL LAW ENFORCEMENT BLOCK GRANT	20,370	15,710	-	3,230	-
ASSET FORFEITURE - FEDERAL/TREASURY	37,620	5,060	-	-	-
ASSET FORFEITURE - STATE	-	1,930	750	750	-
TOTAL BUDGET	$ 19,262,550	$ 21,236,600	$ 23,840,380	$ 24,184,140	$ 24,449,330



CITY OF UPLAND
EXPENDITURE SUMMARY BY DIVISION
FY 2019-20 PROPOSED BUDGET

POLICE		2016-17 ACTUAL	2017-18 ACTUAL	2018-19 ADOPTED	2018-19 AMENDED	2019-20 PROPOSED
3201	**POLICE ADMINISTRATION**					
	Personnel	$ 431,970	$ 1,447,460	$ 1,779,250	$ 1,779,250	$ 1,896,640
	Maintenance & Operations	3,082,490	3,382,460	3,917,450	3,917,450	3,798,070
	Capital Outlay	36,250	-	-	-	-
	TOTAL POLICE ADMINISTRATION	$ 3,550,710	$ 4,829,920	$ 5,696,700	$ 5,696,700	$ 5,694,710
3202	**POLICE INVESTIGATIONS**					
	Personnel	$ 1,675,730	$ 2,061,020	$ 2,386,090	$ 2,386,090	$ 2,645,120
	Maintenance & Operations	218,240	146,940	176,780	176,780	276,810
	Capital Outlay	-	-	-	-	-
	TOTAL POLICE INVESTIGATIONS	$ 1,893,970	$ 2,207,960	$ 2,562,870	$ 2,562,870	$ 2,921,930
3205/4501	**ANIMAL CONTROL**					
	Personnel	$ 221,090	$ 240,280	$ 347,620	$ 347,620	$ 334,040
	Maintenance & Operations	190,190	254,650	312,600	312,600	310,460
	Capital Outlay	-	27,970	-	-	-
	TOTAL ANIMAL CONTROL	$ 411,280	$ 522,900	$ 660,220	$ 660,220	$ 644,500
3206	**POLICE ADMINISTRATION SUPPORT**					
	Personnel	$ 634,760	$ 4,200	$ -	$ -	$ -
	Maintenance & Operations	-	-	-	-	-
	Capital Outlay	-	-	-	-	-
	TOTAL POLICE ADMINISTRATION	$ 634,760	$ 4,200	$ -	$ -	$ -
3210	**POLICE SUPPORT**					
	Personnel	$ 1,389,550	$ 13,110	$ -	$ -	$ -
	Maintenance & Operations	-	-	-	-	-
	Capital Outlay	-	-	-	-	-
	TOTAL POLICE SUPPORT	$ 1,389,550	$ 13,110	$ -	$ -	$ -
3211	**POLICE PATROL**					
	Personnel	$ 9,375,250	$ 10,120,840	$ 11,735,030	$ 11,735,030	$ 11,278,650
	Maintenance & Operations	397,080	884,590	1,087,230	1,087,230	1,372,730
	Capital Outlay	20,300	15,470	-	100	-
	TOTAL POLICE PATROL	$ 9,792,630	$ 11,020,900	$ 12,822,260	$ 12,822,360	$ 12,651,380
3231	**POLICE SPECIAL EVENTS & COMMUNITY OUTREACH**					
	Personnel	$ 22,350	$ 11,370	$ -	$ -	$ 10,550
	Maintenance & Operations	780	810	1,760	1,760	4,150
	Capital Outlay	-	-	-	-	-
	TOTAL POLICE SPEC EVENTS & COMM OUTREACH	$ 23,130	$ 12,180	$ 1,760	$ 1,760	$ 14,700
3232	**POLICE RESERVES**					
	Personnel	$ 2,170	$ 30	$ -	$ -	$ -
	Maintenance & Operations	2,150	620	3,000	3,000	3,200
	Capital Outlay	-	-	-	-	-
	TOTAL POLICE RESERVES	$ 4,320	$ 650	$ 3,000	$ 3,000	$ 3,200
3233	**CODE ENFORCEMENT**					
	Personnel	$ 156,110	$ 175,390	$ 411,950	$ 411,950	$ 408,050
	Maintenance & Operations	89,880	291,920	150,910	150,910	318,910
	Capital Outlay	-	-	-	-	-
	TOTAL CODE ENFORCEMENT	$ 245,990	$ 467,310	$ 562,860	$ 562,860	$ 726,960

POLICE

		2016-17 ACTUAL	2017-18 ACTUAL	2018-19 ADOPTED	2018-19 AMENDED	2019-20 PROPOSED
101	**TOTAL GENERAL FUND**					
	Personnel	$ 13,908,980	$ 14,073,700	$ 16,659,940	$ 16,659,940	$ 16,573,050
	Maintenance & Operations	3,980,810	4,961,990	5,649,730	5,649,730	6,084,330
	Capital Outlay	56,550	43,440	-	100	-
	TOTAL GENERAL FUND	$ 17,946,340	$ 19,079,130	$ 22,309,670	$ 22,309,770	$ 22,657,380
203	**TOTAL PUBLIC SAFETY AUGMENTATION FUND**					
	Personnel	$ 866,290	$ 938,260	810,050	$ 810,050	1,002,140
	Maintenance & Operations	-	-	-	-	-
	Capital Outlay	-	-	-	-	-
	TOTAL PUBLIC SAFETY AUGMENTA	$ 866,290	$ 938,260	$ 810,050	$ 810,050	$ 1,002,140
425	**GENERAL CAPITAL PROJECTS**					
	Personnel	$ -	$ -	$ -	$ -	$ -
	Maintenance & Operations	-	25,250	-	-	-
	Capital Outlay	169,610	768,700	-	36,430	-
	Capital Improvement Projects	-	225,000	-	25,000	-
	TOTAL GENERAL CAPITAL PROJECT	$ 169,610	$ 1,018,950	$ -	$ 61,430	$ -
2XX	**TOTAL GRANTS/ ASSET FORFEITURE**					
	Personnel	$ 113,790	$ 114,690	-	$ 173,090	-
	Maintenance & Operations	53,740	40,280	251,800	290,180	-
	Capital Outlay	112,780	45,290	468,860	539,620	789,810
	TOTAL POLICE GRANTS	$ 280,310	$ 200,260	$ 720,660	$ 1,002,890	$ 789,810
	TOTAL POLICE					
	Personnel	$ 14,889,060	$ 15,126,650	$ 17,469,990	$ 17,643,080	$ 17,575,190
	Maintenance & Operations	4,034,550	5,027,520	5,901,530	5,939,910	6,084,330
	Capital Outlay	338,940	857,430	468,860	576,150	789,810
	Capital Improvement Projects	-	225,000	-	25,000	-
	TOTAL POLICE	$ 19,262,550	$ 21,236,600	$ 23,840,380	$ 24,184,140	$ 24,449,330

CITY OF UPLAND
POLICE DEPARTMENT
FY 2019-20 ANNUAL BUDGET
SUMMARY BY OBJECT CODE

OBJECT CODE	EXPENSE CLASSIFICATION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 ADOPTED	2018-19 AMENDED	2019-20 PROPOSED
	PERSONNEL EXPENSE					
5110	Buy Backs	$ 68,020	$ 48,920	$ 103,200	$ 103,200	$ 64,840
5111	Salaries - Full Time	1,421,010	1,598,010	1,996,130	1,996,130	1,972,760
5112	Salaries - Temporary/Part Time	234,200	337,490	277,500	277,500	307,980
5113	Overtime	170,430	230,890	85,900	85,900	212,460
5116	Fringe Benefits	304,570	354,000	592,500	592,500	594,260
5117	Retirement Contributions	388,240	161,750	226,520	226,520	236,640
5119	Unfunded Annual PERS Liability	-	449,110	429,950	429,950	456,970
5131	Salaries - Sworn Police	7,185,240	6,604,060	7,684,700	7,684,700	7,369,580
5133	Overtime - Sworn Police	1,017,570	1,058,210	774,940	948,030	852,070
5136	Fringe Benefits - Sworn Police	1,225,810	1,086,270	1,430,510	1,430,510	1,370,630
5137	Retirement Contributions - Sworn Police	2,873,970	1,002,030	1,580,950	1,580,950	1,613,640
5139	Unfunded Annual PERS Liab - Sworn	-	2,195,910	2,287,190	2,287,190	2,523,360
	TOTAL PERSONNEL EXPENSES	$ 14,889,060	$ 15,126,650	$ 17,469,990	$ 17,643,080	$ 17,575,190
	MAINTENANCE & OPERATIONS					
5205	Recruitment Costs - Other	$ -	$ 5,340	$ -	$ -	$ -
5211	Postage	1,060	320	1,250	1,250	1,250
5213	Dues & Subscriptions	10,530	14,240	26,380	26,380	33,730
5215	Training/Conferences/Meetings	80,140	52,450	164,870	174,690	185,580
5216	Office Supplies	13,970	11,050	13,940	13,940	16,100
5217	Other Supplies/Materials	74,360	79,880	217,050	222,380	128,000
5218	Uniform Expense	58,050	32,390	40,440	40,440	45,820
5219	Licences, Registration and Permits	-	25,250	-	-	-
5220	Fuel Usage	126,450	164,480	186,800	186,800	202,500
5222	Print/Mail Charges	-	360	1,150	1,150	2,250
5223	Information Systems Charges	507,150	479,680	765,480	765,480	669,230
5224	Vehicle Charges	99,730	491,190	649,580	649,580	797,440
5225	Building Maint & Operations	301,880	325,980	316,160	316,160	260,390
5231	Office Equipment (Under 5,000)	60	1,850	1,000	1,000	25,500
5232	Computer Equip (Under 5,000)	3,570	9,900	136,050	136,050	-
5233	Other Equipment (Under 5,000)	46,320	88,540	63,740	86,970	81,310
5234	Other Equipment Rental	-	230	-	-	-
5236	Rent	-	-	-	-	2,400
5241	Utilities - Electric	125,390	154,770	176,650	176,650	130,500
5242	Utilities - Gas	16,830	15,860	12,400	12,400	18,650
5243	Utilities - Telephone	-	1,030	750	750	-
5245	Maintenance - Buildings/Structures/Grounds	-	54,090	-	-	-
5246	Maintenance - Equipment	17,800	22,340	49,930	49,930	59,960
5247	Maintenance - Vehicle	-	4,210	6,300	6,300	13,900
5251	Legal Services	58,090	250,180	80,000	80,000	160,000
5253	Contract Services	300,230	342,560	380,760	380,760	576,650
5255	Banking Services	2,960	2,810	2,580	2,580	3,380
5258	Other Services	407,060	332,530	353,710	353,710	403,380
5267	Undercover Activity	-	2,050	-	-	-
5273	Workers Compensation Charges	674,660	749,140	801,260	801,260	829,840
5274	Unemployment Charges	37,300	63,380	66,760	66,760	66,980
5275	Long-term Disability Charges	51,710	63,800	66,790	66,790	66,860
5276	Liability Charges	970,050	1,117,630	1,243,990	1,243,990	1,234,310
5277	Loss Prevention Charges	49,200	67,110	75,760	75,760	68,420
5297	Other Expenses	-	900	-	-	-
	TOTAL MAINTENANCE & OPERATIONS	$ 4,034,550	$ 5,027,520	$ 5,901,530	$ 5,939,910	$ 6,084,330

CITY OF UPLAND
POLICE DEPARTMENT
FY 2019-20 ANNUAL BUDGET
SUMMARY BY OBJECT CODE

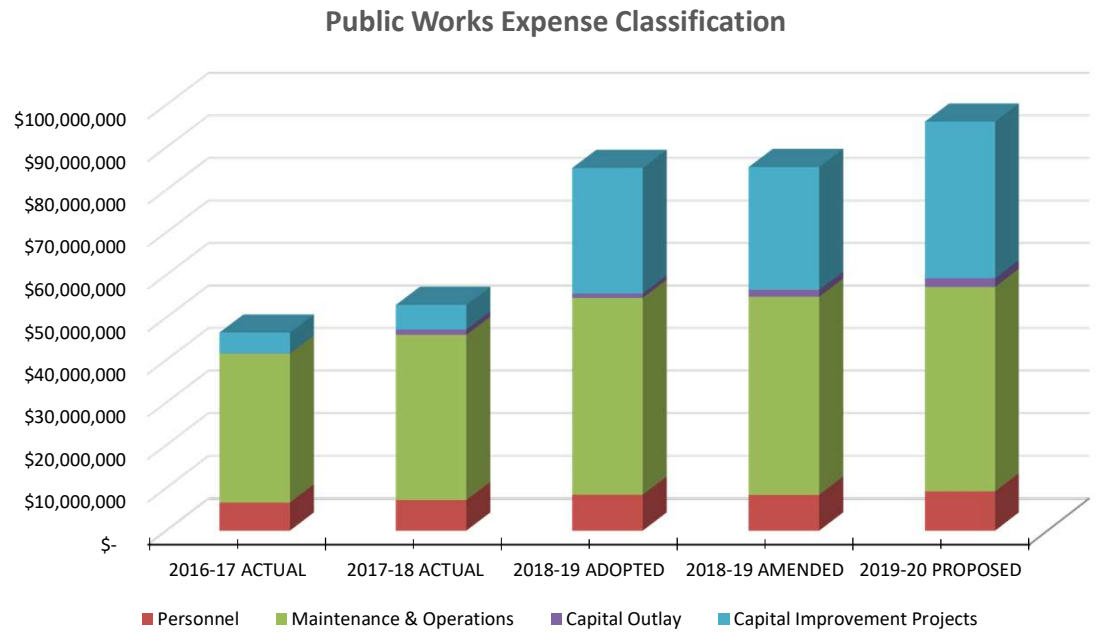
OBJECT CODE	EXPENSE CLASSIFICATION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 ADOPTED	2018-19 AMENDED	2019-20 PROPOSED
	CAPITAL OUTLAY					
5528		$ -	$ 27,970	$ -	$ -	$ -
5529	Building Improvements	15,000	-	-	-	-
5530	Machinery & Equipment	323,940	829,460	468,860	529,530	789,810
5531	Vehicles	-	-	-	46,620	-
	TOTAL CAPITAL OUTLAY	$ 338,940	$ 857,430	$ 468,860	$ 576,150	$ 789,810
	CAPITAL IMPROVEMENT PROJECTS					
55XX	Capital Improvement Projects	$ -	$ 225,000	$ -	$ 25,000	$ -
	CAPITAL IMPROVEMENT PROJECTS	$ -	$ 225,000	$ -	$ 25,000	$ -
	TOTAL DEPARTMENT	$ 19,262,550	$ 21,236,600	$ 23,840,380	$ 24,184,140	$ 24,449,330

CITY OF UPLAND
EXPENDITURE SUMMARY BY DIVISION
FY 2019-20 PROPOSED BUDGET

PUBLIC WORKS

	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 ADOPTED	2018-19 AMENDED	2019-20 PROPOSED
EXPENSE CLASSIFICATION					
Personnel	$ 6,570,700	$ 7,142,560	$ 8,380,850	$ 8,373,970	$ 9,155,800
Maintenance & Operations	34,917,670	38,734,510	46,199,260	46,463,630	47,992,180
Capital Outlay	36,740	1,284,840	1,054,760	1,649,310	2,051,550
Capital Improvement Projects	4,883,490	5,758,430	29,488,730	28,847,020	36,829,640
TOTAL BUDGET	$ 46,408,600	$ 52,920,340	$ 85,123,600	$ 85,333,930	$ 96,029,170

	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 ADOPTED	2018-19 AMENDED	2019-20 PROPOSED
FUNDING SOURCES					
GENERAL FUND	$ 5,243,410	$ 6,292,360	$ 6,594,970	$ 6,716,250	$ 6,650,770
GAS TAX	2,391,110	2,900,570	8,767,340	8,405,560	8,924,110
MEASURE I	1,420,490	39,930	4,052,800	4,026,920	6,059,150
GENERAL CAPITAL IMPROVEMENTS	55,740	114,900	1,122,510	1,122,200	54,850
PARK ACQUISITION & DEVELOPMENT	197,380	100,000	118,400	118,400	178,400
STORM DRAIN DEVELOPMENT	180	50	471,520	471,520	655,420
STREET & TRAFFIC FACILITY DVLPMNT	170	1,137,210	1,479,570	1,479,570	1,629,520
GENERAL CAPITAL PROJECTS	-	-	-	-	1,163,930
STREET & ALLEY REPAIRS	5,350	8,540	779,070	790,540	776,750
WATER UTILITY	17,608,540	20,011,420	36,577,960	36,458,250	41,491,190
SOLID WASTE UTILITY	10,287,130	11,151,680	11,501,030	11,535,650	13,101,560
SEWER UTILITY	7,720,490	8,752,770	11,245,500	11,287,610	12,754,150
FLEET MAINTENANCE & REPLACEMENT	713,740	1,396,670	1,314,100	1,643,380	1,433,070
BUILDING MAINTENANCE & OPERATIONS	764,870	1,014,240	1,098,830	1,278,080	1,156,300
TOTAL BUDGET	$ 46,408,600	$ 52,920,340	$ 85,123,600	$ 85,333,930	$ 96,029,170



CITY OF UPLAND
EXPENDITURE SUMMARY BY DIVISION
FY 2019-20 PROPOSED BUDGET

PUBLIC WORKS	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 ADOPTED	2018-19 AMENDED	2019-20 PROPOSED
GENERAL FUND - FUND 101					
5201 PUBLIC WORKS ADMINISTRATION					
Personnel	$ 76,540	$ 90,090	$ 117,320	$ 117,320	$ 101,890
Maintenance & Operations	376,500	581,250	547,050	547,050	628,430
Capital Outlay	-	-	-	-	-
TOTAL PUBLIC WORKS ADMINISTRATION	$ 453,040	$ 671,340	$ 664,370	$ 664,370	$ 730,320
5301 ENGINEERING ADMINISTRATION					
Personnel	$ 278,250	$ 281,560	$ 221,090	$ 221,090	$ 222,550
Maintenance & Operations	29,600	25,890	65,890	65,890	73,190
Capital Outlay	-	-	-	-	-
TOTAL ENGINEERING ADMINISTRATION	$ 307,850	$ 307,450	$ 286,980	$ 286,980	$ 295,740
5302 DEVELOPMENT/TRAFFIC ENGINEERING					
Personnel	$ 248,560	$ 203,980	$ 349,140	$ 349,140	$ 339,720
Maintenance & Operations	339,800	202,390	46,210	226,210	47,410
Capital Outlay	-	-	-	-	-
TOTAL DVLPMNT/TRAFFIC ENGINEERING	$ 588,360	$ 406,370	$ 395,350	$ 575,350	$ 387,130
5401 STREET MAINTENANCE					
Personnel	$ 398,960	$ 316,610	$ 506,630	$ 506,630	$ 523,080
Maintenance & Operations	72,150	352,750	340,770	340,770	180,410
Capital Outlay	-	-	-	-	-
TOTAL STREET MAINTENANCE	$ 471,110	$ 669,360	$ 847,400	$ 847,400	$ 703,490
5402 STREET SWEEPING					
Personnel	$ 13,300	$ 16,660	$ 17,890	$ 17,890	$ 16,660
Maintenance & Operations	-	-	-	-	-
Capital Outlay	-	-	-	-	-
TOTAL STREET SWEEPING	$ 13,300	$ 16,660	$ 17,890	$ 17,890	$ 16,660
5403 SIDEWALK MAINTENANCE					
Personnel	$ 108,830	$ 107,050	$ 136,840	$ 136,840	$ 137,130
Maintenance & Operations	32,590	51,950	49,030	49,030	39,610
Capital Outlay	-	-	-	-	-
TOTAL SIDEWALK MAINTENANCE	$ 141,420	$ 159,000	$ 185,870	$ 185,870	$ 176,740
5404 STREET LIGHTING					
Personnel	$ 13,300	$ 16,660	$ 17,890	$ 17,890	$ 16,660
Maintenance & Operations	778,330	870,040	870,290	870,290	864,940
Capital Outlay	-	-	-	-	-
TOTAL STREET LIGHTING	$ 791,630	$ 886,700	$ 888,180	$ 888,180	$ 881,600
5405 TRAFFIC CONTROL					
Personnel	$ 109,790	$ 165,000	$ 124,510	$ 124,510	$ 116,480
Maintenance & Operations	54,460	46,800	37,510	37,510	40,000
Capital Outlay	-	-	-	-	-
TOTAL TRAFFIC CONTROL	$ 164,250	$ 211,800	$ 162,020	$ 162,020	$ 156,480
5406 TRAFFIC FACILITY MAINTENANCE					
Personnel	$ -	$ -	$ -	$ -	$ -
Maintenance & Operations	202,690	232,590	294,800	294,800	292,000
Capital Outlay	-	-	-	-	-
TOTAL TRAFFIC FACILITY MAINTENANCE	$ 202,690	$ 232,590	$ 294,800	$ 294,800	$ 292,000

PUBLIC WORKS

	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 ADOPTED	2018-19 AMENDED	2019-20 PROPOSED
5407 WEED ABATEMENT					
Personnel	$ 6,810	$ 7,430	$ 7,930	$ 7,930	$ 8,420
Maintenance & Operations	19,660	28,430	39,530	39,530	43,440
Capital Outlay	-	-	-	-	-
TOTAL WEED ABATEMENT	$ 26,470	$ 35,860	$ 47,460	$ 47,460	$ 51,860
5408 FLOOD CONTROL					
Personnel	$ 30,710	$ 1,930	$ -	$ -	$ -
Maintenance & Operations	13,410	16,570	24,990	24,990	8,000
Capital Outlay	-	-	-	-	-
TOTAL FLOOD CONTROL	$ 44,120	$ 18,500	$ 24,990	$ 24,990	$ 8,000
5409 STREET TREE MAINTENANCE					
Personnel	$ 31,440	$ 36,730	$ 40,840	$ 40,840	$ 94,590
Maintenance & Operations	481,950	726,200	726,060	726,060	725,420
Capital Outlay	-	-	-	-	-
TOTAL STREET TREE MAINTENANCE	$ 513,390	$ 762,930	$ 766,900	$ 766,900	$ 820,010
5410 PUBLIC ROW MAINTENANCE					
Personnel	$ 68,200	$ 103,090	$ 107,450	$ 107,450	$ 86,790
Maintenance & Operations	370,100	433,140	385,380	385,390	394,050
Capital Outlay	-	8,150	-	-	-
TOTAL PUBLIC ROW MAINTENANCE	$ 438,300	$ 544,380	$ 492,830	$ 492,840	$ 480,840
5412 MAINTENANCE - MAIN STREET					
Personnel	$ 45,770	$ 48,030	$ 55,780	$ 55,780	$ 56,400
Maintenance & Operations	4,000	3,250	5,000	5,000	3,000
Capital Outlay	-	-	-	-	-
TOTAL MAINTENANCE - MAIN STREET	$ 49,770	$ 51,280	$ 60,780	$ 60,780	$ 59,400
5413 MAINTENANCE - METROLINK STATION					
Personnel	$ -	$ -	$ -	$ -	$ 22,670
Maintenance & Operations	12,700	16,530	20,000	20,000	159,610
Capital Outlay	-	-	-	-	-
TOTAL MAINTENANCE - METROLINK ST.	$ 12,700	$ 16,530	$ 20,000	$ 20,000	$ 182,280
5414 FLEET MAINTENANCE					
Personnel	$ -	$ -	$ -	$ -	$ -
Maintenance & Operations	-	2,150	-	-	-
Capital Outlay	-	-	-	-	-
TOTAL FLEET MAINTENANCE	$ -	$ 2,150	$ -	$ -	$ -
5415 GRAFFITI ABATEMENT					
Personnel	$ -	$ 1,623,530	$ -	$ -	$ -
Maintenance & Operations	-	4,553,280	-	5,270	90,000
Capital Outlay	-	115,550	-	-	-
TOTAL GRAFFITI	$ -	$ 6,292,360	$ -	$ 5,270	$ 90,000
5416 DAMAGE TO CITY PROPERTY					
Personnel	$ -	$ -	$ -	$ -	$ -
Maintenance & Operations	39,380	49,530	54,000	54,000	55,000
Capital Outlay	-	-	-	-	-
TOTAL DAMAGE TO CITY PROPERTY	$ 39,380	$ 49,530	$ 54,000	$ 54,000	$ 55,000
5420 PARK MAINTENANCE					
Personnel	$ 146,810	$ 124,870	$ 161,600	$ 161,600	$ 155,920
Maintenance & Operations	427,130	503,600	525,160	528,160	489,580
Capital Outlay	-	107,400	-	-	-
TOTAL PARK MAINTENANCE	$ 573,940	$ 735,870	$ 686,760	$ 689,760	$ 645,500

PUBLIC WORKS

	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 ADOPTED	2018-19 AMENDED	2019-20 PROPOSED
5421 SPORTS FIELD MAINTENANCE					
Personnel	$ 93,390	$ 103,840	$ 131,440	$ 131,440	$ 110,840
Maintenance & Operations	127,190	145,630	135,000	132,010	133,000
Capital Outlay	-	-	-	-	-
TOTAL SPORTS FIELD MAINTENANCE	$ 220,580	$ 249,470	$ 266,440	$ 263,450	$ 243,840
5601 CITY HALL/CITY BUILDINGS					
Personnel	$ -	$ -	$ -	$ -	$ -
Maintenance & Operations	191,110	264,590	431,950	373,210	373,880.00
Capital Outlay	-	-	-	-	-
TOTAL CITY HALL/CITY BUIDLINGS	$ 191,110	$ 264,590	$ 431,950	$ 373,210	$ 373,880
101 TOTAL GENERAL FUND					
Personnel	$ 1,670,660	$ 1,623,530	$ 1,996,350	$ 1,996,350	$ 2,009,800
Maintenance & Operations	3,572,750	4,553,280	4,598,620	4,719,900	4,640,970
Capital Outlay	-	115,550	-	-	-
TOTAL GENERAL FUND	$ 5,243,410	$ 6,292,360	$ 6,594,970	$ 6,716,250	$ 6,650,770
204 TOTAL GAS TAX					
Personnel	$ -	$ -	$ -	$ -	$ -
Maintenance & Operations	660	4,440	4,000	5,270	5,270
Capital Outlay	-	-	-	-	-
Capital Improvement Projects	2,390,450	2,896,130	8,763,340	8,400,290	8,918,840
TOTAL GAS TAX	$ 2,391,110	$ 2,900,570	$ 8,767,340	$ 8,405,560	$ 8,924,110
205 TOTAL MEASURE I					
Personnel	$ -	$ -	$ -	$ -	$ -
Maintenance & Operations	-	-	-	-	-
Capital Outlay	-	-	-	-	-
Capital Improvement Projects	1,420,490	39,930	4,052,800	4,026,920	6,059,150
TOTAL MEASURE I	$ 1,420,490	$ 39,930	$ 4,052,800	$ 4,026,920	$ 6,059,150
420 GENERAL CAPITAL IMPROVEMENTS					
Personnel	$ -	$ -	$ -	$ -	$ -
Maintenance & Operations	-	-	-	-	-
Capital Outlay	-	-	-	-	-
Capital Improvement Projects	55,740	114,900	1,122,510	1,122,200	54,850
TOTAL GENERAL CAPITAL IMPROVEMENT	$ 55,740	$ 114,900	$ 1,122,510	$ 1,122,200	$ 54,850
421 PARK ACQUISITION & DEVELOPMENT					
Personnel	$ -	$ -	$ -	$ -	$ -
Maintenance & Operations	-	-	-	-	-
Capital Outlay	-	-	-	-	60,000
Capital Improvement Projects	197,380	100,000	118,400	118,400	118,400
TOTAL PARK ACQUISITION & DVLMPT	$ 197,380	$ 100,000	$ 118,400	$ 118,400	$ 178,400
422 STORM DRAIN DEVELOPMENT					
Personnel	$ -	$ -	$ -	$ -	$ -
Maintenance & Operations	-	-	-	-	-
Capital Outlay	-	-	-	-	-
Capital Improvement Projects	180	50	471,520	471,520	655,420
TOTAL STORM DRAIN DEVELOPMENT	$ 180	$ 50	$ 471,520	$ 471,520	$ 655,420
423 STREET & TRAFFIC FACILITY DVLPMT					
Personnel	$ -	$ -	$ -	$ -	$ -
Maintenance & Operations	-	-	-	-	-
Capital Outlay	-	-	-	-	-
Capital Improvement Projects	170	1,137,210	1,479,570	1,479,570	1,629,520
TOTAL STREET & TRAFFIC FACILITY	$ 170	$ 1,137,210	$ 1,479,570	$ 1,479,570	$ 1,629,520

PUBLIC WORKS

	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 ADOPTED	2018-19 AMENDED	2019-20 PROPOSED
425 GENERAL CAPITAL PROJECTS					
Personnel	$ -	$ -	$ -	$ -	$ -
Maintenance & Operations	-	-	-	-	-
Capital Outlay	-	-	-	-	-
Capital Improvement Projects	-	-	-	-	1,163,930
TOTAL GENERAL CAPITAL PROJECTS	$ -	$ -	$ -	$ -	$ 1,163,930
426 STREET & ALLEY REPAIRS					
Personnel	$ -	$ -	$ -	$ -	$ -
Maintenance & Operations	-	-	-	-	-
Capital Outlay	-	-	-	-	-
Capital Improvement Projects	5,350	8,540	779,070	790,540	776,750
TOTAL STREET & ALLEY REPAIRS	$ 5,350	$ 8,540	$ 779,070	$ 790,540	$ 776,750

WATER UTILITY - FUND 640

6201 ADMINISTRATION					
Personnel	$ 557,940	$ 613,330	$ 565,030	$ 565,030	$ 803,800
Maintenance & Operations	2,274,040	2,900,830	3,010,810	2,954,840	3,336,400
Capital Outlay	-	225,070	61,900	249,670	-
TOTAL ADMINISTRATION	$ 2,831,980	$ 3,739,230	$ 3,637,740	$ 3,769,540	$ 4,140,200
6202 CUSTOMER SERVICE					
Personnel	$ 449,070	$ 491,140	$ 570,540	$ 566,400	$ 121,720
Maintenance & Operations	179,420	160,400	231,310	238,060	47,270
Capital Outlay	-	-	-	-	-
TOTAL CUSTOMER SERVICE	$ 628,490	$ 651,540	$ 801,850	$ 804,460	$ 168,990
6203 METER SERVICES					
Personnel	$ 217,470	$ 206,650	$ 250,100	$ 250,100	$ 258,710
Maintenance & Operations	394,150	449,160	387,990	387,990	605,330
Capital Outlay	-	-	-	-	129,200
TOTAL METER SERVICES	$ 611,620	$ 655,810	$ 638,090	$ 638,090	$ 993,240
6204 DAMAGE TO CITY PROPERTY					
Personnel	$ -	$ 10	$ -	$ -	$ -
Maintenance & Operations	-	10,160	-	-	3,000
Capital Outlay	-	-	-	-	-
DAMAGE TO CITY PROPERTY	$ -	$ 10,170	$ -	$ -	$ 3,000
6205 PRODUCTION & STORAGE					
Personnel	$ 405,690	$ 497,450	$ 557,260	$ 557,260	$ 585,110
Maintenance & Operations	10,260,470	10,893,280	15,576,070	15,572,570	14,993,230
Capital Outlay	-	46,290	147,710	151,210	30,000
TOTAL PRODUCTION & STORAGE	$ 10,666,160	$ 11,437,020	$ 16,281,040	$ 16,281,040	$ 15,608,340
6206 TRANSMISSION & DISTRIBUTION					
Personnel	$ 864,400	$ 1,011,140	$ 1,277,000	$ 1,277,000	$ 1,502,850
Maintenance & Operations	822,990	494,250	973,330	973,330	967,160
Capital Outlay	-	-	110,000	110,000	185,100
TOTAL TRANSMISSION & DISTRIBUTION	$ 1,687,390	$ 1,505,390	$ 2,360,330	$ 2,360,330	$ 2,655,110
6207 WECWC MANAGEMENT CONTROL					
Personnel	$ 98,650	$ 110,630	$ 101,430	$ 101,430	$ 107,100
Maintenance & Operations	(99,330)	660	7,400	7,400	6,030
Capital Outlay	-	-	-	-	-
TOTAL WECWC MANAGEMENT CONTROL	$ (680)	$ 111,290	$ 108,830	$ 108,830	$ 113,130

PUBLIC WORKS

	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 ADOPTED	2018-19 AMENDED	2019-20 PROPOSED
6208 WATER CONSERVATION					
Personnel	$ 13,350	$ 42,470	$ 101,480	$ 101,480	$ 110,320
Maintenance & Operations	45,010	40,830	155,000	155,000	155,140
Capital Outlay	-	-	-	-	-
TOTAL WATER CONSERVATION	$ 58,360	$ 83,300	$ 256,480	$ 256,480	$ 265,460
6210 DEBT SERVICE					
Personnel	$ -	$ -	$ -	$ -	$ -
Maintenance & Operations	362,860	343,850	365,550	365,550	719,650
Capital Outlay	-	-	-	-	-
TOTAL DEBT SERVICE	$ 362,860	$ 343,850	$ 365,550	$ 365,550	$ 719,650
6211 STORM WATER MGMT AND RECHARGE					
Personnel	$ 177,750	$ 194,110	$ 250,060	$ 250,060	$ 251,950
Maintenance & Operations	105,340	100,100	183,700	183,700	200,850
Capital Outlay	-	-	-	-	-
TOTAL STORM WATER MGMT AND RCHG	$ 283,090	$ 294,210	$ 433,760	$ 433,760	$ 452,800
6212 PVPA					
Personnel	$ 35,540	$ 28,740	$ -	$ -	$ 1,500
Maintenance & Operations	430	3,590	2,500	2,500	2,500
Capital Outlay	-	-	-	-	-
TOTAL PVPA	$ 35,970	$ 32,330	$ 2,500	$ 2,500	$ 4,000
6213 CUSTOMER SERVICE					
Personnel	$ -	$ -	$ -	$ -	$ 241,270
Maintenance & Operations	-	-	-	-	223,680
Capital Outlay	-	-	-	-	-
TOTAL PVPA	$ -	$ -	$ -	$ -	$ 464,950
640 TOTAL WATER UTILITY FUND					
Personnel	$ 2,819,860	$ 3,195,670	$ 3,672,900	$ 3,668,760	$ 3,984,330
Maintenance & Operations	14,345,380	15,397,110	20,893,660	20,840,940	21,260,240
Capital Outlay	-	271,360	319,610	510,880	344,300
Capital Improvement Projects	443,300	1,147,280	11,691,790	11,437,670	15,902,320
TOTAL WATER UTILITY FUND	$ 17,608,540	$ 20,011,420	$ 36,577,960	$ 36,458,250	$ 41,491,190

SOLID WASTE UTILITY- FUND 641

6301 SOLID WASTE					
Personnel	$ 210,070	$ 241,860	$ 335,600	$ 334,230	$ 541,250
Maintenance & Operations	9,900,870	10,723,550	10,916,120	10,913,710	12,103,010
Capital Outlay	-	-	43,750	43,750	-
TOTAL SOLID WASTE	$ 10,110,940	$ 10,965,410	$ 11,295,470	$ 11,291,690	$ 12,644,260
6302 HOUSEHOLD HAZARDOUS WASTE					
Personnel	$ 53,600	$ 65,100	$ 103,750	$ 103,750	$ 102,690
Maintenance & Operations	72,270	74,010	95,910	95,910	98,750
Capital Outlay	-	-	-	-	105,000
TOTAL HOUSEHOLD HAZARDOUS WASTE	$ 125,870	$ 139,110	$ 199,660	$ 199,660	$ 306,440
6303 SHARPS					
Personnel	$ -	$ -	$ -	$ -	$ -
Maintenance & Operations	4,720	2,580	2,000	2,000	2,000
Capital Outlay	-	-	-	-	-
TOTAL SHARPS	$ 4,720	$ 2,580	$ 2,000	$ 2,000	$ 2,000

PUBLIC WORKS

		2016-17 ACTUAL	2017-18 ACTUAL	2018-19 ADOPTED	2018-19 AMENDED	2019-20 PROPOSED
63XX	**USED OIL RECYCLING GRANTS**					
	Personnel	$ 7,510	$ 5,110	$ -	$ -	$ -
	Maintenance & Operations	18,100	20,060	-	-	-
	Capital Outlay	-	-	-	-	-
	TOTAL USED OIL RECYCLING GRANT	$ 25,610	$ 25,170	$ -	$ -	$ -
63XX	**BEVERAGE CONTAINER GRANTS**					
	Personnel	$ 17,050	$ 16,120	$ 3,900	$ 3,900	$ 3,860
	Maintenance & Operations	2,940	3,290	-	38,400	-
	Capital Outlay	-	-	-	-	-
	TOTAL BEVERAGE CONTAINER GRANT	$ 19,990	$ 19,410	$ 3,900	$ 42,300	$ 3,860
641	**TOTAL SOLID WASTE UTILITY FUND**					
	Personnel	$ 288,230	$ 328,190	$ 443,250	$ 441,880	$ 647,800
	Maintenance & Operations	9,998,900	10,823,490	11,014,030	11,050,020	12,203,760
	Capital Outlay	-	-	43,750	43,750	105,000
	Capital Improvement Projects	-	-	-	-	145,000
	TOTAL SOLID WASTE UTILITY FUND	$ 10,287,130	$ 11,151,680	$ 11,501,030	$ 11,535,650	$ 13,101,560

SEWER UTILITY - FUND 645

6401	**LANDFILL SITE MAINTENANCE**					
	Personnel	$ 90,690	$ 156,520	$ 112,710	$ 112,710	$ 117,290
	Maintenance & Operations	96,650	102,420	191,800	194,550	160,550
	Capital Outlay	-	-	-	-	-
	TOTAL LANDFILL SITE MAINTENANCE	$ 187,340	$ 258,940	$ 304,510	$ 307,260	$ 277,840
6402	**MAINTENANCE & OPERATIONS**					
	Personnel	$ 631,320	$ 694,420	$ 961,560	$ 960,190	$ 1,145,000
	Maintenance & Operations	513,620	717,650	718,310	714,360	845,700
	Capital Outlay	-	140,420	-	65,000	695,200
	TOTAL MAINTENANCE & OPERATIONS	$ 1,144,940	$ 1,552,490	$ 1,679,870	$ 1,739,550	$ 2,685,900
6403	**SEWER - RESIDENTIAL**					
	Personnel	$ 170,020	$ 252,830	$ 182,740	$ 182,740	$ 189,500
	Maintenance & Operations	5,692,030	6,180,340	6,629,170	6,609,670	6,776,470
	Capital Outlay	-	-	18,700	22,700	-
	TOTAL SEWER - RESIDENTIAL	$ 5,862,050	$ 6,433,170	$ 6,830,610	$ 6,815,110	$ 6,965,970
6404	**SEWER - NON-RESIDENTIAL**					
	Personnel	$ 104,280	$ 118,870	$ 112,250	$ 112,250	$ 117,360
	Maintenance & Operations	51,450	74,910	1,308,530	1,308,530	1,301,620
	Capital Outlay	-	-	-	5,000	-
	TOTAL SEWER - NON-RESIDENTIAL	$ 155,730	$ 193,780	$ 1,420,780	$ 1,425,780	$ 1,418,980
645	**TOTAL SEWER UTILITY FUND**					
	Personnel	$ 996,310	$ 1,222,640	$ 1,369,260	$ 1,367,890	$ 1,569,150
	Maintenance & Operations	6,353,750	7,075,320	8,847,810	8,827,110	9,084,340
	Capital Outlay	-	140,420	18,700	92,700	695,200
	Capital Improvement Projects	370,430	314,390	1,009,730	999,910	1,405,460
	TOTAL SEWER UTILITY FUND	$ 7,720,490	$ 8,752,770	$ 11,245,500	$ 11,287,610	$ 12,754,150
752	**TOTAL FLEET MAINTENANCE & REPLACEMENT FUND**					
	Personnel	$ 381,510	$ 316,150	$ 367,960	$ 367,960	$ 385,070
	Maintenance & Operations	332,230	368,530	286,440	286,440	265,950
	Capital Outlay	-	711,990	659,700	988,980	782,050
	TOTAL FLEET MANT & REPLACEMENT	$ 713,740	$ 1,396,670	$ 1,314,100	$ 1,643,380	$ 1,433,070

PUBLIC WORKS

	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 ADOPTED	2018-19 AMENDED	2019-20 PROPOSED
754 TOTAL BUILDING MAINT & OPERATIONS FUND					
Personnel	$ 414,130	$ 456,380	$ 531,130	$ 531,130	$ 559,650
Maintenance & Operations	314,000	512,340	554,700	733,950	531,650
Capital Outlay	36,740	45,520	13,000	13,000	65,000
TOTAL BUILDING MAINT & OPERATIONS	$ 764,870	$ 1,014,240	$ 1,098,830	$ 1,278,080	$ 1,156,300
TOTAL PUBLIC WORKS					
Personnel	$ 6,570,700	$ 7,142,560	$ 8,380,850	$ 8,373,970	$ 9,155,800
Maintenance & Operations	34,917,670	38,734,510	46,199,260	46,463,630	47,992,180
Capital Outlay	36,740	1,284,840	1,054,760	1,649,310	2,051,550
Capital Improvement Projects*	4,883,490	5,758,430	29,488,730	28,847,020	36,829,640
TOTAL PUBLIC WORKS	$ 46,408,600	$ 52,920,340	$ 85,123,600	$ 85,333,930	$ 96,029,170

*For Capital Improvement Projects details, see the Capital Improvement Project section.

CITY OF UPLAND
PUBLIC WORKS
FY 2019-20 ANNUAL BUDGET
SUMMARY BY OBJECT CODE

OBJECT CODE	EXPENSE CLASSIFICATION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 ADOPTED	2018-19 AMENDED	2019-20 PROPOSED
	PERSONNEL EXPENSE					
5110	Buy Backs	$ 40,970	$ 39,010	$ 71,200	$ 71,200	$ 38,300
5111	Salaries - Full Time	4,120,220	4,392,330	4,791,260	4,786,300	5,146,600
5112	Salaries - Temporary/Part Time	144,880	134,880	480,040	480,040	498,450
5113	Overtime	252,980	297,910	310,770	310,770	324,400
5115	Compensated Absences		-		-	-
5116	Fringe Benefits	891,150	915,960	1,266,400	1,265,140	1,357,300
5117	Retirement Contributions	1,120,500	413,990	552,560	551,900	585,570
5119	Unfunded Annual PERS Liability	-	948,480	908,620	908,620	1,205,180
	TOTAL PERSONNEL EXPENSES	$ 6,570,700	$ 7,142,560	$ 8,380,850	$ 8,373,970	$ 9,155,800
	MAINTENANCE & OPERATIONS					
5211	Postage	$ 13,340	$ 83,330	$ 108,700	$ 108,700	$ 113,300
5212	Advertising	8,460	1,120	23,700	23,700	24,030
5213	Dues & Subscriptions	4,390	8,780	11,440	11,440	16,570
5215	Training/Conferences/Meetings	19,690	24,680	58,470	61,470	70,950
5216	Office Supplies	7,370	12,880	20,850	20,850	27,110
5217	Other Supplies/Materials	829,150	914,050	1,347,000	1,362,300	1,704,860
5218	Uniform Expense	18,170	24,770	29,520	29,520	39,770
5219	Registration/Permits/Licenses	189,680	179,520	284,000	285,200	287,230
5220	Fuel Usage	108,320	114,600	127,200	127,200	136,850
5221	Mileage Reimbursement	-	-	-	-	-
5222	Print/Mail Charges	430	2,660	200	200	680
5223	Information Systems Charges	332,550	403,020	269,130	269,130	367,470
5224	Vehicle Charges	292,010	647,420	642,250	642,250	311,460
5225	Building Maint & Operations	263,840	371,610	402,840	365,100	431,940
5227	Vehicle Parts/Materials	249,850	238,090	205,160	205,160	197,200
5231	Office Equipment (Under 5,000)	-	5,350	3,500	3,500	6,030
5232	Computer Equip (Under 5,000)	-	21,300	11,500	8,000	20,850
5233	Other Equipment (Under 5,000)	2,490	87,950	66,500	66,500	67,500
5234	Other Equipment Rental	3,100	19,140	20,040	20,040	54,200
5236	Rent	-	50,860	52,000	52,000	54,000
5241	Utilities - Electric	2,084,430	2,376,030	2,659,900	2,638,900	2,700,200
5242	Utilities - Gas	10,110	7,920	7,700	7,700	8,600
5243	Utilities - Telephone	-	-	-	-	-
5244	Utilities - Water	8,120,790	8,698,310	12,355,190	12,355,190	11,586,000
5245	Maintenance - Building/Structure/Grounds	314,000	490,290	554,700	733,950	527,020
5246	Maintenance - Equipment	-	15,980	600	600	660
5247	Maintenance - Vehicle	-	3,530	-	-	-
5248	Maintenance - Other	107,120	27,590	666,500	666,500	118,000
5249	Other Maintenance	21,790	1,970	1,000	1,000	1,000
5251	Legal Services	35,510	6,670	1,275,000	1,275,000	1,288,000
5252	Professional Services	290,870	225,450	202,870	421,650	244,860
5253	Contract Services	1,003,340	1,110,520	1,882,660	1,875,150	2,139,610
5254	Data Processing Services	-	1,180	-	-	19,900
5255	Banking Services	129,140	127,900	106,100	106,100	128,700
5256	Solid Waste Services	9,387,780	10,038,060	10,270,000	10,270,000	11,400,000
5257	Sewer Treatment Disposal Services	5,407,750	5,870,980	6,322,200	6,322,200	6,486,600
5258	Other Services	1,382,400	1,701,540	1,497,270	1,509,950	1,398,170
5259	Recycled Water Purchase	862,670	1,074,910	1,260,000	1,260,000	1,362,000
5271	Insurance Premium	-	-	-	-	-
5273	Workers Compensation Charges	276,200	436,150	441,660	441,660	473,590
5274	Unemployment Charges	18,420	36,890	36,830	36,830	38,220
5275	Long-term Disability Charges	25,530	37,150	36,830	36,830	38,140
5276	Liability Charges	464,380	656,380	685,680	685,680	704,560

CITY OF UPLAND
PUBLIC WORKS
FY 2019-20 ANNUAL BUDGET
SUMMARY BY OBJECT CODE

OBJECT CODE	EXPENSE CLASSIFICATION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 ADOPTED	2018-19 AMENDED	2019-20 PROPOSED
5277	Loss Prevention Charges	$ 24,300	$ 44,760	$ 41,780	$ 41,780	$ 39,010
5290	Late Charges	-	30	-	-	-
5291	Bad Debts Expense	39,950	119,770	-	-	-
5292	Administrative Services Expense	1,582,670	1,941,610	1,738,120	1,738,120	2,043,450
5294	Sponsor/Contribution/Donation	-	2,500	5,200	5,200	5,200
5295	Pump/Diesel Taxes	2,240	2,140	5,000	5,000	5,000
5297	Other Expenses	-	300	-	-	-
5298	Loss-Cap Assets	372,460	78,640	-	-	-
5299	Prior Year Expenses	(99,360)	(26,630)	-	-	-
5304	Contributions	241,510	73,810	-	-	490,000
5313	Program Income	-	180	-	-	-
5324	Other Post-Employment Benefits	107,420	-	96,090	-	96,710
5325	Pension Expense - GASB 68	-	-	-	-	-
5421	Lease Principal Expense	-	-	830	830	830
5424	Bond Principal Payment	-	-	-	-	365,000
5425	Bond Interest Expense	361,410	340,870	365,550	365,550	351,150
	TOTAL MAINTENANCE & OPERATIONS	$ 34,917,670	$ 38,734,510	$ 46,199,260	$ 46,463,630	$ 47,992,180
	CAPITAL OUTLAY					
5521	Land	$ -	$ 62,710	$ -	$ -	$ -
5528	Improvements Other Than Buildings	-	18,020	-	-	-
5529	Building Improvements	15,000	-	13,000	13,000	170,000
5530	Machinery & Equipment	21,740	196,010	267,710	341,710	555,000
5531	Vehicles	-	999,520	774,050	1,291,100	1,326,550
5535	Intangibles - Software	-	8,580	-	3,500	-
	TOTAL CAPITAL OUTLAY	$ 36,740	$ 1,284,840	$ 1,054,760	$ 1,649,310	$ 2,051,550
	CAPITAL IMPROVEMENT PROJECTS					
55XX	Capital Improvement Projects	$ 4,883,490	$ 5,758,430	$ 29,488,730	$ 28,847,020	$ 36,829,640
	TOTAL CAPITAL IMPROVEMENT PROJECTS	$ 4,883,490	$ 5,758,430	$ 29,488,730	$ 28,847,020	$ 36,829,640
	TOTAL DEPARTMENT	$ 46,408,600	$ 52,920,340	$ 85,123,600	$ 85,333,930	$ 96,029,170

CITY OF UPLAND
CAPITAL IMPROVEMENT PROGRAM
FY 2019-20

Fund	Project No.	Project Description	2018/2019 Adopted CIP Budget	2018/2019 Amended CIP Budget	2018/2019 Projected Expenses	Projected Balance 6/30/2019	Return to Fund Balance	2019/2020 New Approp.	2019/2020 Proposed CIP Budget
204	7003	Pavement Management System	100,000	96,180	(14,000)	82,180	-	42,820	125,000
204	7031	Traffic Safety Projects - Annual	47,850	47,710	(7,710)	40,000	-	10,000	50,000
204	7060	ATP Cycle 2 Grant Participation with Ontario	5,000	5,000	-	5,000	(5,000)	-	-
204	7061	Linda Way Reconstruction	253,320	373,410	(321,130)	52,280	(52,280)	-	-
204	7065	3rd Avenue Rehab ("A" Street to 11th Street)	1,187,420	1,619,040	(1,169,850)	449,190	-	-	449,190
204	7066	Citywide Concrete Repairs 2017/2018	490,680	123,530	(81,290)	42,240	(42,240)	-	-
204	7067	Citywide Crack Seal/Slurry Seal/Rubbrzed Overlay 2017/18	396,500	395,890	(211,300)	184,580	-	-	184,580
204	7068	Citywide Striping Replacement 2017/2018	198,590	189,980	(149,860)	40,120	(40,120)	-	-
204	7069	Arrow Highway Rehab (Benson to Mountain)	850,000	345,000	(130)	344,870	-	855,130	1,200,000
204	7070	Citywide Concrete Maintenance 2018/19	290,000	290,000	(2,670)	287,340	-	-	287,340
204	7071	Citywide Concrete Repairs 2018/19	400,000	400,000	(1,450)	398,560	-	-	398,560
204	7072	Citywide Crack Seal/Slurry Seal/Rubbrzd Overlay 2018/19	365,000	365,000	(390)	364,610	-	-	364,610
204	7073	Citywide Striping Replacement 2018/19	280,000	280,000	(150)	279,860	-	-	279,860
204	7074	Mulberry Avenue Reconstruction	340,000	340,000	-	340,000	-	10,000	350,000
204	7075	7th Street Rehab (San Antonio to Euclid)	450,000	450,000	-	450,000	-	60,000	510,000
204	7076	Alpine Street Rehab (West End to Palm Ave.)	400,000	400,000	-	400,000	-	120,000	520,000
204	7077	Vernon Drive (West End to Palm Ave.)	290,000	290,000	(50)	289,950	-	10,050	300,000
204	7078	Palm Avenue (9th Street to Arrow Hwy.)	580,000	330,000	(300)	329,700	-	260,300	590,000
204	7079	Citywide Concrete Maintenance 2019/20	-	-	-	-	-	300,000	300,000
204	7080	Citywide Concrete Repairs 2019/20	-	-	-	-	-	300,000	300,000
204	7081	CW Crack Seal/Slurry Seal/Rubrzd Overlay 2019/20	-	-	-	-	-	380,000	380,000
204	8617	Arrow Route Widening	249,480	249,480	-	249,480	-	-	249,480
204	9121	9th Street Rehab (3rd Avenue to Campus Avenue)	884,500	1,407,680	(377,450)	1,030,220	-	-	1,030,220
204	9124	Arrow Highway Rehab (Mountain to San Antonio)	705,000	402,390	(2,800)	399,590	-	650,410	1,050,000
		Total Gas Tax	**8,763,340**	**8,400,290**	**(2,340,530)**	**6,059,770**	**(139,640)**	**2,998,710**	**8,918,840**
205	7335	SP/PE Bicycle and Pedestrian Trail Rehabilitation	100,000	100,000	(100,000)	-	-	-	-
205	7338	Citywide Pavement Maintenance 2017/2018	198,500	198,500	(197,100)	1,400	(1,400)	-	-
205	7339	Campus Ave. Rehab (South City Limit to Foothill Blvd.)	622,300	621,850	(2,630)	619,230	-	970,780	1,590,000
205	7340	17th Street Reconstruction (San Antonio to Euclid)	655,000	655,000	(2,850)	652,150	-	-	652,150
205	7341	San Bernardino Valley Coordinated Traffic Signal System	137,000	137,000	-	137,000	-	-	137,000
205	7343	19th Street Reconstruction (Mountain to Euclid)	1,450,000	1,450,000	-	1,450,000	-	-	1,450,000
205	7344	Citywide Pavement Maintenance 2018/2019	200,000	200,000	-	200,000	-	-	200,000
205	7345	Grove Avenue Rehab (Foothill to 15th Street)	-	-	-	-	-	1,200,000	1,200,000
205	7346	Citywide Pavement Maintenance 2019/2020	-	-	-	-	-	140,000	140,000
205	9122	13th Street Reconstruction (Euclid to Campus) or SBCTA	690,000	664,570	(11,200)	653,370	-	36,630	690,000
		Total Measure I	**4,052,800**	**4,026,920**	**(313,780)**	**3,713,150**	**(1,400)**	**2,347,410**	**6,059,150**
209	7061	Linda Way Reconstruction	97,040	96,480	(93,050)	3,430	(3,430)	-	-
209	7613	Landecena Interior Improvements	-	-	-	-	-	100,000	100,000
		Total CDBG	**97,040**	**96,480**	**(93,050)**	**3,430**	**(3,430)**	**100,000**	**100,000**
210	7702	Pkg Lot Rehab (1st Ave. & "A" St) & Dwntwn Striping (1	150,000	150,000	(1,310)	148,690	-	-	148,690
		Total PBIA	**150,000**	**150,000**	**(1,310)**	**148,690**	**-**	**-**	**148,690**
211	7901	City Hall Green Energy Transportation Enhancements	75,000	75,000	-	75,000	-	-	75,000
		Total AQMD Subvention Fund Improvements	**75,000**	**75,000**	**-**	**75,000**	**-**	**-**	**75,000**
420	8033	Magnolia Rec. Center (Roof Repair)	17,470	17,300	(820)	16,480	(16,480)	-	-
420	8039	Police Dept. Entrance to Impound Lot / Fuel Island	55,000	55,000	(150)	54,850	-	-	54,850
		Total General Development	**72,470**	**72,300**	**(970)**	**71,330**	**(16,480)**	**-**	**54,850**
421	8203	Sports Park	45,000	45,000	-	45,000	-	-	45,000
421	8209	Magnolia Restroom ADA Compliance	23,400	23,400	-	23,400	-	-	23,400
421	8231	Memorial Park	50,000	50,000	-	50,000	-	-	50,000
		Total Park Acquisition & Development	**118,400**	**118,400**	**-**	**118,400**	**-**	**-**	**118,400**

CITY OF UPLAND
CAPITAL IMPROVEMENT PROGRAM
FY 2019-20

Fund	Project No.	Project Description	2018/2019 Adopted CIP Budget	2018/2019 Amended CIP Budget	2018/2019 Projected Expenses	Projected Balance 6/30/2019	Return to Fund Balance	2019/2020 New Approp.	2019/2020 Proposed CIP Budget
422	8402	Misc. Storm Drain Replacements - Annual	279,800	279,800	(16,100)	263,700	-	-	263,700
422	8405	Euclid Avenue Storm Drain	91,950	91,950	-	91,950	-	-	91,950
422	8408	Storm Drain Master Plan Improvements - Phase 1	99,770	99,770	-	99,770	-	-	99,770
422	8411	SP/PE Trail Storm Drain Improvements	-	-	-	-	-	200,000	200,000
		Total Storm Drain Development	**471,520**	**471,520**	**(16,100)**	**455,420**	**-**	**200,000**	**655,420**
423	8617	Arrow Route Widening (Monte Vista to Central)	600,000	600,000	-	600,000	-	-	600,000
423	8622	I-10 & Euclid Avenue Interchange Project	634,960	634,960	-	634,960	-	-	634,960
423	8623	I-10 & Monte Vista Avenue Interchange Project	94,610	94,610	-	94,610	-	-	94,610
423	8624	Traffic Signal Upgrades 2018-19	150,000	150,000	(50)	149,950	-	-	149,950
423	8625	Traffic Signal Upgrades 2019-20	-	-	-	-	-	150,000	150,000
		Total Street & Traffic Facilitiy Development	**1,479,570**	**1,479,570**	**(50)**	**1,479,520**	**-**	**150,000**	**1,629,520**
425	7066	Citywide Concrete Repairs 2017-2018	-	25,000	(25,000)	-	-	-	-
425	8032	Citywide Records Center	12,090	12,090	-	12,090	-	-	12,090
425	8038	Magnolia Rec. Center Upgrades	204,040	204,040	(175,000)	29,040	-	-	29,040
425	8040	Utility Undergrounding 2019	735,000	735,000	-	735,000	-	227,800	962,800
425	9659	Library Power System Upgrades	98,910	98,770	(15,790)	82,980	-	77,020	160,000
		Total General Capital Projects	**1,050,040**	**1,074,900**	**(215,790)**	**859,110**	**-**	**304,820**	**1,163,930**
426	8801	Street & Alley Program	574,070	585,540	(218,790)	366,750	-	-	366,750
426	8802	Street & Alley Program Rehab 2018-19	205,000	205,000	-	205,000	-	-	205,000
426	8803	Street & Alley Program Rehab 2019-20	-	-	-	-	-	205,000	205,000
		Total Street & Alley Program	**779,070**	**790,540**	**(218,790)**	**571,750**	**-**	**205,000**	**776,750**
640	7061	Linda Way Water Main Replacement	199,650	199,650	(170,480)	29,160	(29,160)	-	-
640	7065	3rd Ave.Water Main Replacement ("A" St. to 11th St.)	1,297,950	1,295,430	(1,065,700)	229,730	-	-	229,730
640	9048	Reservoir 16 Structural Evaluation (San Antonio Park)	57,350	15,460	(230)	15,230	-	-	15,230
640	9049	Citywide Lateral Replacements - Annual	29,530	37,570	-	37,570	-	12,430	50,000
640	9050	Citywide Hydrant Replacements - Annual	30,920	30,920	-	30,920	-	19,080	50,000
640	9052	Waste to Drain Discharge Lines	50,000	23,910	-	23,910	-	26,090	50,000
640	9065	Retrofit Designs for Phase 1 Recycled Water Users	44,930	44,890	(8,690)	36,200	-	-	36,200
640	9081	Reservoir 16 Repairs	175,000	175,000	-	175,000	-	900,000	1,075,000
640	9082	Onsite Disinfection Generation (Plant 6 on 15th Street)	200,460	200,460	-	200,460	-	-	200,460
640	9084	Plant 3 MCC Upgrades (22nd Street)	125,000	125,000	-	125,000	-	-	125,000
640	9087	PRV Stations	1,458,760	988,900	(131,070)	857,830	-	-	857,830
640	9088	Well Maintenance - Annual	119,740	34,970	-	34,970	(34,970)	-	-
640	9094	Greentree Road Water Main	19,440	19,440	-	19,440	-	-	19,440
640	9095	7th Street Water Main (San Antonio to Euclid)	950,000	950,000	-	950,000	(950,000)	-	-
640	9100	Onsite Disinfection Generation (Plant 5 UHCC)	80,000	80,000	-	80,000	-	-	80,000
640	9119	New Well in Six Basins	50,000	50,000	-	50,000	-	-	50,000
640	9120	Alley Water Main Replacement 2017-18	200,000	200,000	-	200,000	(200,000)	-	-
640	9122	13th Street Water Main Repl. (Euclid to Campus)	721,750	721,750	-	721,750	-	178,250	900,000
640	9124	Arrow Highway Water Main Repl.	785,000	273,000	-	273,000	-	777,000	1,050,000
640	9127	Ground Water Nitrate Treatment - Study & Design	300,000	300,000	-	300,000	-	-	300,000
640	9128	Reservoir Replacement at 17th Street	613,080	1,018,550	(12,350)	1,006,200	-	-	1,006,200
640	9129	Reservoir No. 4 Aeration System (6th Avenue)	22,340	10,750	-	10,750	-	14,250	25,000
640	9131	9th Street Water Main Improvements	647,500	1,159,410	(2,300)	1,157,110	-	-	1,157,110
640	9132	Water Interconnect with CVWD System	350,000	346,950	(190)	346,750	-	-	346,750
640	9133	Water Conservation Landscape Modification Project	120,000	120,000	-	120,000	-	-	120,000
640	9134	Reservoir 15 Enhancements	138,390	110,660	(20,640)	90,020	-	-	90,020
640	9135	Plant 6 Motor Control Center (15th Street)	210,000	210,000	-	210,000	-	-	210,000
640	9136	Plant 3 Booster 3 Install Pump and Motor (22nd St.)	80,000	80,000	-	80,000	-	-	80,000
640	9137	Generators at Plant 2 (24th Street)	190,000	190,000	-	190,000	-	-	190,000

CITY OF UPLAND
CAPITAL IMPROVEMENT PROGRAM
FY 2019-20

Fund	Project No.	Project Description	2018/2019 Adopted CIP Budget	2018/2019 Amended CIP Budget	2018/2019 Projected Expenses	Projected Balance 6/30/2019	Return to Fund Balance	2019/2020 New Approp.	2019/2020 Proposed CIP Budget
640	9138	Generators at Plant 6 (15th Street)	280,000	280,000	-	280,000	-	-	280,000
640	9139	Alley Water Main Replacement 2018-19	200,000	200,000	-	200,000	-	200,000	400,000
640	9140	17th Street Water Main (Laurel to Euclid) & Service Replacements (San Antonio to Euclid)	320,000	320,000	-	320,000	-	130,000	450,000
640	9141	19th Street Water Main (Mountain to San Antonio) & Service Replacements (Mountain to Euclid)	110,000	110,000	-	110,000	-	1,200,000	1,310,000
640	9142	Arrow Highway Water Main Repl.	75,000	75,000	-	75,000	-	1,115,000	1,190,000
640	9143	Mulberry Avenue Water Main Repl.	40,000	40,000	-	40,000	-	400,000	440,000
640	9144	Huntington Drive Water Main Repl.	50,000	50,000	-	50,000	-	-	50,000
640	9145	Alpine Street Water Main Repl.	50,000	50,000	-	50,000	-	450,000	500,000
640	9146	Vernon Drive Water Main Repl.	50,000	50,000	-	50,000	-	260,000	310,000
640	9147	Palm Avenue Water Main Repl.	50,000	50,000	-	50,000	-	740,000	790,000
640	9148	New Well Chino Basin (drilling only) & Pipeline	1,200,000	1,200,000	(11,650)	1,188,350	-	-	1,188,350
640	9149	Storm Water Trash Capture Devices (In Catch Basins)	-	-	-	-	-	300,000	300,000
640	9150	Alley Water Main Replacement 2019-20	-	-	-	-	-	200,000	200,000
640	9151	Recycled Water Main (15th Street)	-	-	-	-	-	80,000	80,000
640	9152	Grove Avenue Water Main Repl.	-	-	-	-	-	100,000	100,000
		Total Water Utility	**11,691,790**	**11,437,670**	**(1,423,300)**	**10,014,350**	**(1,214,130)**	**7,102,100**	**15,902,320**
641	9501	HHW Canopy Improvements	-	-	-	-	-	55,000	55,000
641	9502	Downtown Trash Enclosures	-	-	-	-	-	90,000	90,000
		Total Solid Waste	**-**	**-**	**-**	**-**	**-**	**145,000**	**145,000**
645	9301	Upland Landfill Post-Closure Plan	100,000	100,000	-	100,000	-	-	100,000
645	9305	Update Sewer Model	30,000	30,000	-	30,000	-	-	30,000
645	9324	Landfill Flare Modifications	330,270	321,300	(29,370)	291,940	-	58,060	350,000
645	9328	Citywide Sewer Rehabilitation 2016/2017 (Hydraulic Deficiencies, Root Intrusion, Structural Manhole Replacements).	20,000	19,140	-	19,140	(19,140)	-	-
645	9329	Citywide Sewer Rehabilitation 2017/2018 (Hydraulic Deficiencies, Root Intrusion, Structural Manhole Replacements).	499,460	499,460	(149,000)	350,460	-	-	350,460
645	9330	Richland Street Trunk Main Repair	30,000	30,000	-	30,000	-	45,000	75,000
645	9331	Citywide Sewer Rehabilitation 2019/2020 (Hydraulic Deficiencies, Root Intrusion, Structural Manhole Replacements).	-	-	-	-	-	500,000	500,000
		Total Sewer Utility	**1,009,730**	**999,900**	**(178,370)**	**821,540**	**(19,140)**	**603,060**	**1,405,460**
TOTALS BY FUND									
204	GAS TAX		8,763,340	8,400,290	(2,340,530)	6,059,770	(139,640)	2,998,710	8,918,840
205	MEASURE I		4,052,800	4,026,920	(313,780)	3,713,150	(1,400)	2,347,410	6,059,150
209	CDBG		97,040	96,480	(93,050)	3,430	(3,430)	100,000	100,000
210	PBIA		150,000	150,000	(1,310)	148,690	-	-	148,690
211	AQMD SUBVENTION FUND		75,000	75,000	-	75,000	-	-	75,000
420	GENERAL CAPITAL IMPROVEMENTS		72,470	72,300	(970)	71,330	(16,480)	-	54,850
421	PARK ACQUISITION & DEVELOPMENT		118,400	118,400	-	118,400	-	-	118,400
422	STORM DRAIN DEVELOPMENT		471,520	471,520	(16,100)	455,420	-	200,000	655,420
423	STREET & TRAFFIC FACILITY DEVELOPMENT		1,479,570	1,479,570	(50)	1,479,520	-	150,000	1,629,520
425	TRANSFERS FROM OTHER FUNDS		1,050,040	1,074,900	(215,790)	859,110	-	304,820	1,163,930
426	STREET & ALLEY PROGRAM		779,070	790,540	(218,790)	571,750	-	205,000	776,750
640	WATER UTILITY		11,691,790	11,437,670	(1,423,300)	10,014,350	(1,214,130)	7,102,100	15,902,320
641	SOLID WASTE		-	-	-	-	-	145,000	145,000
645	SEWER UTILITY		1,009,730	999,900	(178,370)	821,540	(19,140)	603,060	1,405,460
		TOTALS:	**29,810,770**	**29,193,490**	**(4,802,040)**	**24,391,460**	**(1,394,220)**	**14,156,100**	**37,153,330**

CITY OF UPLAND
PERSONNEL SUMMARY BY DEPARTMENT
FISCAL YEAR 2019-20

FULL-TIME EQUIVALENT POSITIONS (FTE)	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 ADOPTED	2019-20 CHANGE	2019-20 PROPOSED
GENERAL GOVERNMENT	9.00	9.00	9.00	0.00	9.00
ADMINISTRATIVE SERVICES	29.00	29.00	28.00	1.00	29.00
DEVELOPMENT SERVICES	16.00	16.00	15.00	0.00	15.00
PUBLIC WORKS	65.50	64.50	67.50	5.00	72.50
FIRE*	49.00	49.00	0.00	0.00	0.00
POLICE	105.00	111.00	112.00	1.00	113.00
TOTAL FULL-TIME EQUIVALENT POSITIONS	**273.50**	**278.50**	**231.50**	**7.00**	**238.50**

2019-20 SCHEDULE OF POSITIONS

	Labor Group	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 ADOPTED	2019-20 CHANGE	2019-20 PROPOSED
GENERAL GOVERNMENT						
ELECTED/APPOINTED						
MAYOR	ELEC	1.00	1.00	1.00	0.00	1.00
COUNCIL	ELEC	4.00	4.00	4.00	0.00	4.00
TREASURER	ELEC	1.00	1.00	1.00	0.00	1.00
		6.00	6.00	6.00	0.00	6.00
ADMINISTRATION						
CITY MANAGER	EXEC	1.00	1.00	1.00	0.00	1.00
DEPUTY CITY MANAGER	EXEC	1.00	0.50	0.00	0.00	0.00
ASSISTANT CITY MANAGER	EXEC	0.00	0.50	1.00	0.00	1.00
EXECUTIVE ASSISTANT TO CITY MANAGER	MMGT	1.00	1.00	1.00	0.00	1.00
		3.00	3.00	3.00	0.00	3.00
GENERAL GOVERNMENT-TOTAL		9.00	9.00	9.00	0.00	9.00
ADMINISTRATIVE SERVICES						
CITY CLERK						
CITY CLERK	MMGT	0.00	0.00	0.50	0.50	1.00
DEPUTY CITY CLERK	GENL	1.00	1.00	0.50	(0.50)	0.00
SENIOR ADMINISTRATIVE ASSISTANT	GENL	0.00	1.00	1.00	0.00	1.00
ADMINISTRATIVE ASSISTANT III	GENL	1.00	0.00	0.00	0.00	0.00
		2.00	2.00	2.00	0.00	2.00
FINANCE						
FINANCE MANAGER	MMGT	1.00	0.00	0.00	0.00	0.00
FINANCE OFFICER	MMGT	0.00	1.00	1.00	0.00	1.00
ACCOUNTING SUPERVISOR	MMGT	1.00	1.00	1.00	0.00	1.00
SENIOR ACCOUNTANT	GENL	1.00	1.00	1.00	0.00	1.00
ACCOUNTANT	GENL	1.00	1.00	1.00	0.00	1.00
SENIOR ACCOUNTING TECHNICIAN	GENL	1.00	0.00	1.00	0.00	1.00
PAYROLL TECHNICIAN	GENL	0.00	1.00	1.00	0.00	1.00
ACCOUNTING TECHNICIAN	GENL	3.00	3.00	3.00	0.00	3.00
BUDGET CLERK	GENL	1.00	0.00	0.00	0.00	0.00
ACCOUNTING CLERK	GENL	0.00	1.00	0.00	0.00	0.00
REVENUE COORDINATOR	GENL	0.00	0.00	0.00	0.00	0.00
CUSTOMER SERVICES SUPERVISOR	MMGT	1.00	1.00	1.00	0.00	1.00
SENIOR CUSTOMER SERVICE SPECIALIST	GENL	0.00	1.00	1.00	0.00	1.00
UB AND BUSINESS LICENSE INSPECTOR	GENL	0.00	0.00	0.00	1.00	1.00
CUSTOMER SERVICE SPECIALIST	GENL	5.00	0.00	0.00	0.00	0.00
CUSTOMER SERVICE SPECIALIST II	GENL	0.00	2.00	2.00	0.00	2.00
CUSTOMER SERVICE SPECIALIST I	GENL	0.00	3.00	3.00	0.00	3.00
		15.00	16.00	16.00	1.00	17.00
INFORMATION TECHNOLOGY						
IT MANAGER	MMGT	1.00	1.00	1.00	0.00	1.00
SENIOR IT TECHNICIAN	GENL	1.00	1.00	1.00	0.00	1.00
		2.00	2.00	2.00	0.00	2.00
HUMAN RESOURCES						
HR MANAGER	MMGT	1.00	1.00	1.00	0.00	1.00
SENIOR HR ANALYST	MMGT	0.00	1.00	1.00	0.00	1.00
HR ANALYST	MMGT	1.00	1.00	1.00	0.00	1.00
HR SPECIALIST	GENL	1.00	0.00	0.00	0.00	0.00
ADMINISTRATIVE ASSISTANT I	GENL	1.00	0.00	0.00	0.00	0.00
		4.00	3.00	3.00	0.00	3.00
RECREATION AND COMMUNITY SERVICES						
COMMUNITY SERVICES DIRECTOR	EXEC	1.00	1.00	0.00	0.00	0.00
RECREATION MANANGER	MMGT	0.00	1.00	1.00	0.00	1.00
RECREATION SUPERVISOR	MMGT	0.00	2.00	2.00	0.00	2.00
RECREATION COORDINATOR	GENL	3.00	0.00	0.00	0.00	0.00
SENIOR ADMINISTRATIVE ASSISTANT	GENL	1.00	1.00	1.00	1.00	2.00
ADMINISTRATIVE ASSISTANT II	GENL	1.00	0.00	0.00	0.00	0.00
ADMINISTRATIVE ASSISTANT	GENL	0.00	1.00	1.00	(1.00)	0.00
		6.00	6.00	5.00	0.00	5.00
ADMINISTRATIVE SERVICES-TOTAL		29.00	29.00	28.00	1.00	29.00
DEVELOPMENT SERVICES						
BUILDING AND PLANNING						
DEVELOPMENT SERVICES DIRECTOR	EXEC	1.00	1.00	1.00	0.00	1.00
DEVELOPMENT SERVICES MANAGER	MMGT	1.00	1.00	1.00	0.00	1.00

2019-20 SCHEDULE OF POSITIONS

	Labor Group	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 ADOPTED	2019-20 CHANGE	2019-20 PROPOSED
(Development Services Continued)						
ECONOMIC DEVELOPMENT COORDINATOR	MMGT	1.00	1.00	1.00	0.00	1.00
DEVELOPMENT SPECIALIST	GENL	1.00	1.00	0.00	0.00	0.00
PLANNING MANAGER	MMGT	0.00	0.00	0.00	1.00	1.00
SENIOR PLANNER	MMGT	1.00	1.00	1.00	(1.00)	0.00
ASSOCIATE PLANNER	MMGT	1.00	1.00	1.00	0.00	1.00
ASSISTANT PLANNER	MMGT	1.00	1.00	1.00	0.00	1.00
SENIOR ADMINISTRATIVE ASSISTANT	GENL	1.00	1.00	1.00	0.00	1.00
ADMINISTRATIVE ASSISTANT II	GENL	1.00	0.00	0.00	0.00	0.00
ADMINISTRATIVE ASSISTANT	GENL	0.00	1.00	1.00	0.00	1.00
BUILDING OFFICIAL	MMGT	1.00	1.00	1.00	0.00	1.00
BUILDING INSPECTOR I	GENL	1.00	1.00	1.00	0.00	1.00
BUILDING INSPECTOR II	GENL	2.00	2.00	2.00	0.00	2.00
PLANS EXAMINER	GENL	1.00	1.00	1.00	0.00	1.00
SENIOR COUNTER TECHNICIAN	GENL	1.00	0.00	0.00	0.00	0.00
SENIOR DEVELOPMENT SERVICES TECHNICIAN	GENL	0.00	1.00	1.00	0.00	1.00
		15.00	15.00	14.00	0.00	14.00
HOUSING / SUCCESSOR AGENCY						
HOUSING COORDINATOR	GENL	1.00	1.00	1.00	0.00	1.00
		1.00	1.00	1.00	0.00	1.00
DEVELOPMENT SERVICES-TOTAL		16.00	16.00	15.00	0.00	15.00
PUBLIC WORKS						
PUBLIC WORKS - ADMINISTRATION						
PUBLIC WORKS DIRECTOR	EXEC	1.00	1.00	1.00	0.00	1.00
OPERATIONS MANAGER	MMGT	1.00	1.00	1.00	0.00	1.00
SENIOR ADMINISTRATIVE ASSISTANT	GENL	1.00	1.00	1.00	0.00	1.00
ADMINISTRATIVE ASSISTANT	GENL	0.00	1.00	0.00	0.00	0.00
ADMINISTRATIVE ASSISTANT I	GENL	1.00	0.00	0.00	0.00	0.00
ACCOUNTING TECHNICIAN	GENL	1.00	0.00	1.00	0.00	1.00
		5.00	4.00	4.00	0.00	4.00
PUBLIC WORKS - OPERATIONS						
MAINTENANCE SUPERVISOR	MMGT	1.00	1.00	1.00	0.00	1.00
FACILITIES SPECIALIST	GENL	1.00	1.00	1.00	0.00	1.00
FACILITIES COORDINATOR	GENL	1.00	1.00	1.00	0.00	1.00
CUSTODIAN	GENL	3.50	3.50	3.50	0.00	3.50
SENIOR EQUIPMENT MECHANIC	GENL	0.00	1.00	1.00	0.00	1.00
LEAD EQUIPMENT MECHANIC	GENL	1.00	0.00	0.00	0.00	0.00
EQUIPMENT MECHANIC II	GENL	2.00	0.00	0.00	0.00	0.00
EQUIPMENT MECHANIC	GENL	0.00	2.00	2.00	0.00	2.00
INVENTORY SPECIALIST	GENL	1.00	1.00	1.00	0.00	1.00
MAINTENANCE CREW LEAD	GENL	3.00	0.00	0.00	0.00	0.00
SENIOR MAINTENANCE WORKER	GENL	0.00	3.00	3.00	0.00	3.00
MAINTENANCE WORKER	GENL	0.00	10.00	10.00	0.00	10.00
MAINTENANCE WORKER II	GENL	10.00	0.00	0.00	0.00	0.00
		23.50	23.50	23.50	0.00	23.50
PUBLIC WORKS - CAPITAL PROJECTS						
PRINCIPAL ENGINEER	MMGT	0.00	0.00	0.00	0.00	0.00
ENGINEERING MANAGER	MMGT	1.00	1.00	1.00	0.00	1.00
SENIOR ENGINEER	MMGT	1.00	1.00	1.00	0.00	1.00
ASSOCIATE ENGINEER	MMGT	1.00	1.00	1.00	0.00	1.00
SR PUBLIC WORKS INSPECTOR	GENL	1.00	2.00	2.00	0.00	2.00
PUBLIC WORKS INSPECTOR II	GENL	1.00	0.00	0.00	0.00	0.00
SENIOR WATER UTILITY INSPECTOR	GENL	1.00	1.00	1.00	0.00	1.00
WATER UTILITY INSPECTOR II	GENL	0.00	0.00	0.00	0.00	0.00
		6.00	6.00	6.00	0.00	6.00
TRAFFIC ENGINEERING						
PRINCIPAL ENGINEER	MMGT	1.00	1.00	1.00	0.00	1.00
ASSISTANT ENGINEER	MMGT	1.00	1.00	1.00	0.00	1.00
ENGINEERING TECHNICIAN	GENL	0.00	1.00	1.00	0.00	1.00
COUNTER TECHNICIAN	GENL	1.00	0.00	0.00	0.00	0.00
		3.00	3.00	3.00	0.00	3.00
PUBLIC WORKS - SEWER						
ENVIRONMENTAL QUALITY ADMINISTRATOR	MMGT	1.00	1.00	1.00	0.00	1.00
ASSOCIATE ENGINEER	MMGT	1.00	1.00	1.00	0.00	1.00
ASSISTANT ENGINEER	MMGT	1.00	1.00	1.00	0.00	1.00
SENIOR ENVIRONMENTAL CONTROL TECHNICIAN	GENL	1.00	1.00	1.00	0.00	1.00
		4.00	4.00	4.00	0.00	4.00

2019-20 SCHEDULE OF POSITIONS

	Labor Group	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 ADOPTED	2019-20 CHANGE	2019-20 PROPOSED	
(Public Works Continued)							
PUBLIC WORKS - SOLID WASTE							
MANAGEMENT ANALYST	MMGT	0.00	0.00	0.00	1.00	1.00	
		0.00	0.00	0.00	1.00	1.00	
PUBLIC WORKS - WATER							
UTILITIES MANAGER	MMGT	1.00	1.00	1.00	0.00	1.00	
MANAGEMENT ANALYST	MMGT	1.00	1.00	1.00	0.00	1.00	
UTILITY SYSTEM SUPERVISOR	MMGT	1.00	1.00	1.00	0.00	1.00	
GIS/CADD TECHNICIAN	GENL	1.00	1.00	1.00	0.00	1.00	
CHIEF WATER TREATMENT OPERATOR	MMGT	1.00	1.00	1.00	0.00	1.00	
SENIOR WATER TREATMENT OPERATOR	GENL	2.00	2.00	2.00	0.00	2.00	
WATER TREATMENT OPERATOR	GENL	2.00	2.00	2.00	0.00	2.00	
LEAD WATER UTILITY WORKER V	GENL	1.00	0.00	0.00	0.00	0.00	
LEAD WATER UTILITY WORKER III	GENL	1.00	0.00	0.00	0.00	0.00	
SENIOR UTILITY SYSTEM WORKER	GENL	2.00	2.00	2.00	0.00	2.00	
UTILITY SYSTEM WORKER	GENL	4.00	5.00	8.00	2.00	10.00	
MAINTENANCE WORKER II	GENL	4.00	0.00	0.00	0.00	0.00	
UTILITY SYSTEM WORKER- SEWER	GENL	0.00	4.00	4.00	2.00	6.00	
SENIOR UTILITY SYSTEM WORKER- SEWER	GENL	0.00	1.00	1.00	0.00	1.00	
SENIOR WATER METER TECHNICIAN	GENL	1.00	1.00	1.00	0.00	1.00	
WATER METER TECHNICIAN	GENL	2.00	2.00	2.00	0.00	2.00	
		24.00	24.00	27.00	4.00	31.00	
PUBLIC WORKS-TOTAL		65.50	64.50	67.50	5.00	72.50	
FIRE							
Fire Department employees removed from the Schedule of Positions due to July 22, 2017 annexation with San Bernardino County.							
FIRE- SWORN							
FIRE CHIEF	EXEC	1.00	1.00	0.00	0.00	0.00	
DEPUTY FIRE CHIEF	FRMG	2.00	1.00	0.00	0.00	0.00	
BATTALION CHIEF	FRMG	1.00	2.00	0.00	0.00	0.00	
FIRE CAPTAIN	FRSW	12.00	12.00	0.00	0.00	0.00	
FIRE ENGINEER	FRSW	12.00	12.00	0.00	0.00	0.00	
FIRE FIGHTER	FRSW	12.00	12.00	0.00	0.00	0.00	
		40.00	40.00	0.00	0.00	0.00	
FIRE- NON-SWORN							
FLIGHT PARAMEDIC	GENL	2.00	2.00	0.00	0.00	0.00	
MEDICAL CREW LEAD	GENL	1.00	1.00	0.00	0.00	0.00	
FLIGHT NURSE	GENL	3.00	3.00	0.00	0.00	0.00	
FIRE INSPECTOR/INVESTIGATOR	GENL	1.00	1.00	0.00	0.00	0.00	
DEPUTY FIRE MARSHAL	GENL	1.00	1.00	0.00	0.00	0.00	
SENIOR ADMINISTRATIVE ASSISTANT	GENL	1.00	1.00	0.00	0.00	0.00	
ADMINISTRATIVE ASSISTANT I	GENL	0.00	0.00	0.00	0.00	0.00	
		9.00	9.00	0.00	0.00	0.00	
FIRE-TOTAL		49.00	49.00	0.00	0.00	0.00	
POLICE							
POLICE- SWORN							
CHIEF OF POLICE	EXEC	1.00	1.00	1.00	0.00	1.00	
POLICE CAPTAIN	PDCP	2.00	2.00	2.00	0.00	2.00	
POLICE LIEUTENANT (FREEZE ONE POSITION)	PD - MMGT	4.00	4.00	4.00	0.00	4.00	*(1)
POLICE SERGEANT	PD - MMGT	9.00	9.00	9.00	0.00	9.00	
POLICE DETECTIVE	PDSW	9.00	9.00	9.00	0.00	9.00	
POLICE OFFICER (FREEZE TWO POSITIONS)	PDSW	50.00	50.00	50.00	0.00	50.00	*(2)
		75.00	75.00	75.00	0.00	75.00	
POLICE- NON-SWORN							
POLICE DISPATCH SUPERVISOR	MMGT	1.00	1.00	1.00	0.00	1.00	
LEAD DISPATCHER (FREEZE ONE POSITION)	GENL	0.00	2.00	2.00	0.00	2.00	*(1)
POLICE DISPATCHER II	GENL	12.00	10.00	10.00	0.00	10.00	
FORENSIC SPECIALIST	GENL	1.00	1.00	1.00	0.00	1.00	
EXECUTIVE ASSISTANT	MMGT	0.00	0.00	0.00	1.00	1.00	
SENIOR ADMINISTRATIVE ASSISTANT	GENL	1.00	1.00	1.00	(1.00)	0.00	
ADMINISTRATIVE ASSISTANT II	GENL	1.00	0.00	0.00	0.00	0.00	
ADMINISTRATIVE ASSISTANT	GENL	0.00	0.00	0.00	0.00	0.00	
ACCOUNTING TECHNICIAN	GENL	0.00	1.00	1.00	0.00	1.00	
CRIME ANALYST	MMGT	0.00	0.00	0.00	1.00	1.00	
CRIME ANALYST TRAINEE	GENL	0.00	1.00	1.00	(1.00)	0.00	

2019-20 SCHEDULE OF POSITIONS

	Labor Group	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 ADOPTED	2019-20 CHANGE	2019-20 PROPOSED
(Police Department Continued)						
POLICE RECORDS SUPERVISOR	MMGT	1.00	1.00	1.00	0.00	1.00
ADMINISTRATIVE ASSISTANT	GENL	0.00	0.00	0.00	1.00	1.00
POLICE RECORDS SPECIALIST II	GENL	6.00	6.00	6.00	(1.00)	5.00
POLICE SERVICE TECHNICIAN	GENL	0.00	4.00	5.00	1.00	6.00
		23.00	28.00	29.00	1.00	30.00
ANIMAL SERVICES						
ANIMAL SERVICES SUPERVISOR	MMGT	1.00	0.00	0.00	0.00	0.00
ANIMAL SERVICES MANAGER	MMGT	0.00	1.00	1.00	0.00	1.00
ANIMAL CONTROL OFFICER	GENL	3.00	3.00	3.00	0.00	3.00
		4.00	4.00	4.00	0.00	4.00
CODE ENFORCEMENT						
CODE ENFORCEMENT OFFICER	GENL	3.00	4.00	4.00	0.00	4.00
		3.00	4.00	4.00	0.00	4.00
POLICE-TOTAL		105.00	111.00	112.00	1.00	113.00
GRAND TOTAL		**273.50**	**278.50**	**231.50**	**7.00**	**238.50**

* Number of positions to remain unfilled for FY 2019-20

City of Upland
Salary Grades by Job Class (Job Family Order)
Executive, General and Mid Management Bargaining Units Salary Exhibit B

Occupational Job Families and Job Classes	Bargaining Unit	Salary Grade	Minimum (Step 1)	Maximum (Step 13)
CITY MANAGER'S OFFICE				
City Mananger	Executive	4000	$15,417	$20,734
Assistant City Manager	Executive	83	$11,816	$15,892
Executive Assistant to the City Manager	MidMgmt	41	$4,189	$5,633
City Clerk Group				
City Clerk	MidMgmt	53	$5,633	$7,576
Deputy City Clerk	General	35	$3,612	$4,858
Senior Administrative Assistant	General	33	$3,438	$4,624
Administrative Assistant	General	26	$2,892	$3,890
ADMINISTRATIVE SERVICES DEPARTMENT				
Accounting and Finance Group				
Finance Officer	MidMgmt	62	$7,035	$9,462
Accounting Supervisor	MidMgmt	53	$5,633	$7,576
Senior Accountant	General	46	$4,739	$6,374
Accountant	General	42	$4,293	$5,774
Payroll Technician	General	39	$3,987	$5,362
Senior Accounting Technician	General	39	$3,987	$5,362
Accounting Technician	General	35	$3,612	$4,858
Accounting Clerk	General	18	$2,374	$3,192
Utility Billing and Customer Service Supervisor	MidMgmt	50	$5,231	$7,035
Senior Customer Service Specialist	General	33	$3,438	$4,624
Utility and Business License Inspector	General	34	$3,524	$4,739
Customer Service Specialist II	General	29	$3,115	$4,189
Customer Service Specialist I	General	25	$2,822	$3,795
Human Resources Group				
Human Resources Manager	MidMgmt	62	$7,035	$9,462
Senior Human Resources Analyst	MidMgmt	53	$5,633	$7,576
Human Resources Analyst	MidMgmt	44	$4,511	$6,066
Human Resources Specialist	General	32	$3,354	$4,511
Information Technology Group				
Information Technology Manager	MidMgmt	62	$7,035	$9,462
Senior Information Technology Technician	General	43	$4,401	$5,919
Information Technology Technician	General	39	$3,987	$5,362

City of Upland
Salary Grades by Job Class (Job Family Order)
Executive, General and Mid Management Bargaining Units Salary Exhibit B

Occupational Job Families and Job Classes	Bargaining Unit	Salary Grade	Minimum (Step 1)	Maximum (Step 13)
Recreation Group				
Recreation Manager	MidMgmt	55	$5,919	$7,960
Recreation Supervisor	MidMgmt	42	$4,293	$5,774
Recreation Coordinator	General	36	$3,702	$4,979
Senior Administrative Assistant	General	33	$3,438	$4,624
DEVELOPMENT SERVICES DEPARTMENT				
Development Services/Housing/Economic Development				
Development Services Director	Executive	3243	$9,984	$13,428
Development Services Manager	MidMgmt	60	$6,696	$9,006
Economic Development Coordinator	MidMgmt	46	$4,739	$6,374
Housing Coordinator	General	43	$4,401	$5,919
Development Specialist	General	36	$3,702	$4,979
Senior Development Services Technician	General	33	$3,438	$4,624
Senior Administrative Assistant	General	33	$3,438	$4,624
Development Services Technician	General	30	$3,192	$4,293
Administrative Assistant	General	26	$2,892	$3,890
Building Safety				
Building Official	MidMgmt	63	$7,211	$9,698
Plans Examiner	General	47	$4,858	$6,533
Building Inspector II	General	41	$4,189	$5,633
Building Inspector I	General	39	$3,987	$5,362
Planning Group				
Planning Manager	MidMgmt	63	$7,211	$9,698
Senior Planner	MidMgmt	54	$5,774	$7,766
Associate Planner	MidMgmt	46	$4,739	$6,374
Assistant Planner	MidMgmt	42	$4,293	$5,774
Planning Technician	General	30	$3,192	$4,293
POLICE DEPARTMENT				
Chief of Police	Executive	85	$12,415	$16,696
Police Captain	PDCP	6461	$10,899	$13,253
Police Lieutenant	PMA	5421	$9,241	$11,237
Police Sergeant	PMA	61	$6,864	$9,231
Police Detective	POA	53	$5,633	$7,576
Police Officer	POA	49	$5,104	$6,864
Crime Analyst	MidMgmt	45	$4,624	$6,218
Police Dispatch Supervisor	MidMgmt	44	$4,511	$6,066
Executive Assistant	MidMgmt	41	$4,189	$5,633

City of Upland
Salary Grades by Job Class (Job Family Order)
Executive, General and Mid Management Bargaining Units Salary Exhibit B

Occupational Job Families and Job Classes	Bargaining Unit	Salary Grade	Minimum (Step 1)	Maximum (Step 13)
POLICE DEPARTMENT (Continued)				
Forensic Specialist	General	38	$3,890	$5,231
Code Enforcement Officer	General	38	$3,890	$5,231
Crime Analyst Trainee	General	38	$3,890	$5,231
Animal Services Manager	MidMgmt	38	$3,890	$5,231
Lead Dispatcher	General	37	$3,795	$5,104
Police Dispatcher II	General	35	$3,612	$4,858
Accounting Technician	General	35	$3,612	$4,858
Police Records Supervisor	MidMgmt	34	$3,524	$4,739
Animal Services Officer	General	32	$3,354	$4,511
Police Dispatcher I	General	31	$3,272	$4,401
Police Services Technician	General	27	$2,964	$3,987
Administrative Assistant	General	26	$2,892	$3,890
Police Records Specialist II	General	25	$2,822	$3,795
Property & Evidence Clerk	General	25	$2,822	$3,795
Animal Shelter Attendant II	General	24	$2,753	$3,702
Police Records Specialist I	General	21	$2,556	$3,438
Animal Shelter Attendant I	General	20	$2,494	$3,354
PUBLIC WORKS DEPARTMENT				
Public Works Director/City Engineer	Executive	3247	$10,391	$13,972
Operations Manager	MidMgmt	67	$7,960	$10,705
Management Analyst	MidMgmt	44	$4,511	$6,066
Accounting Technician	General	35	$3,612	$4,858
Senior Administrative Assistant	General	33	$3,438	$4,624
Environmental Quality Administrator	MidMgmt	63	$7,211	$9,698
Engineering Group				
Engineering Manager	MidMgmt	67	$7,960	$10,705
Principal Engineer	MidMgmt	63	$7,211	$9,698
Senior Engineer	MidMgmt	60	$6,696	$9,006
Associate Engineer	MidMgmt	54	$5,774	$7,766
Assistant Engineer	MidMgmt	48	$4,979	$6,696
Senior Water Utility Inspector	General	45	$4,624	$6,218
Senior Public Works Inspector	General	45	$4,624	$6,218
Public Works Inspector	General	41	$4,189	$5,633
Environmental Compliance Inspector	General	41	$4,189	$5,633
GIS/CAD Technician	General	39	$3,987	$5,362
Water Utility Inspector	General	39	$3,987	$5,362
Senior Environmental Control Technician	General	38	$3,890	$5,231

City of Upland
Salary Grades by Job Class (Job Family Order)
Executive, General and Mid Management Bargaining Units Salary Exhibit B

Occupational Job Families and Job Classes	Bargaining Unit	Salary Grade	Minimum (Step 1)	Maximum (Step 13)
PUBLIC WORKS DEPARTMENT (Continued)				
Environmental Control Technician II	General	34	$3,524	$4,739
Engineering Technician	General	30	$3,192	$4,293
Equipment Maintenance Group				
Senior Equipment Mechanic	General	38	$3,890	$5,231
Equipment Mechanic	General	34	$3,524	$4,739
Inventory Specialist	General	26	$2,892	$3,890
Maintenance Group				
Maintenance Supervisor	MidMgmt	45	$4,624	$6,218
Senior Maintenance Worker	General	34	$3,524	$4,739
Maintenance Worker	General	28	$3,039	$4,087
Facilities Coordinator	General	40	$4,087	$5,496
Facilities Specialist	General	36	$3,702	$4,979
Custodian	General	22	$2,620	$3,524
Utility System Group				
Utilities Manager	MidMgmt	67	$7,960	$10,705
Utility System Supervisor	MidMgmt	50	$5,231	$7,035
Management Analyst	MidMgmt	44	$4,511	$6,066
Lead Utility System Worker	General	43	$4,401	$5,919
Senior Utility System Worker	General	40	$4,087	$5,496
Utility System Worker	General	34	$3,524	$4,739
Utility System Worker Trainee	General	29	$3,114	$4,188
Senior Water Meter Technician	General	34	$3,524	$4,739
Water Meter Technician	General	30	$3,192	$4,293
Water Treatment Group				
Chief Water Treatment Operator	General	51	$5,362	$7,211
Senior Water Treatment Operator	General	43	$4,401	$5,919
Water Treatment Operator	General	37	$3,795	$5,104

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

GENERAL FUND			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
1010000	GENERAL FUND								
1010000	5070	TRNSFR OUT	3,662,341.00	.00	429,250.00	429,250.00	172,532.00	1,112,800.00	
TOTAL GENERAL FUND			3,662,341.00	.00	429,250.00	429,250.00	172,532.00	1,112,800.00	
1011101	CITY COUNCIL								
1011101	5111	SALARY-FT	35,264.77	26,030.00	26,030.00	57,861.14	33,910.00	26,230.00	
1011101	5116	FRINGE BEN	1,354.11	3,700.00	3,700.00	3,373.21	2,440.00	3,700.00	
1011101	5117	RETIR CNTR	1,047.41	1,090.00	1,090.00	887.30	1,070.00	1,140.00	
1011101	5119	UAL PERS	5,244.83	2,740.00	2,740.00	2,239.72	2,740.00	3,420.00	
1011101	5211	POSTAGE	.00	25.00	25.00	.00	.00	20.00	
1011101	5212	ADVERTISNG	750.00	750.00	750.00	500.00	500.00	1,500.00	
1011101	5213	DUES&SUBSC	53,335.81	53,100.00	53,100.00	54,400.42	54,420.00	55,200.00	
1011101	5215	TRNG/CONF	10,280.64	18,105.00	18,105.00	7,569.02	8,490.00	22,520.00	
1011101	5216	OFFIC SUPP	1,818.58	750.00	750.00	153.04	40.00	500.00	
1011101	5217	OTHER SUPP	2,001.57	450.00	450.00	104.45	70.00	270.00	
1011101	5222	PRINTING	42.03	.00	.00	220.90	170.00	170.00	
1011101	5252	PROF SVS	.00	5,000.00	5,000.00	.00	.00	2,000.00	
1011101	5258	OTHER SVS	1,791.63	6,000.00	6,000.00	472.12	.00	2,000.00	
TOTAL CITY COUNCIL			112,931.38	117,740.00	117,740.00	127,781.32	103,850.00	118,670.00	
1011104	CITY TREASURER								
1011104	5111	SALARY-FT	1,319.71	1,350.00	1,350.00	1,237.50	1,350.00	1,350.00	
1011104	5116	FRINGE BEN	36.64	60.00	60.00	18.55	20.00	70.00	
1011104	5213	DUES&SUBSC	155.00	175.00	175.00	195.00	200.00	230.00	
1011104	5215	TRNG/CONF	.00	55.00	55.00	.00	.00	.00	
1011104	5271	INS PREM	125.00	150.00	150.00	125.00	130.00	150.00	
TOTAL CITY TREASURER			1,636.35	1,790.00	1,790.00	1,576.05	1,700.00	1,800.00	
1011201	CITY ADMINISTRATION								
1011201	5110	BUY BACKS	7,495.71	8,500.00	8,500.00	6,810.90	13,630.00	4,660.00	
1011201	5111	SALARY-FT	92,876.20	119,330.00	119,330.00	96,287.06	122,940.00	110,160.00	
1011201	5112	SALARY-PT	40,896.80	.00	.00	.00	.00	.00	
1011201	5116	FRINGE BEN	16,268.83	18,260.00	18,260.00	15,939.91	18,830.00	18,170.00	
1011201	5117	RETIR CNTR	9,229.22	12,290.00	12,290.00	9,475.66	11,820.00	11,680.00	
1011201	5119	UAL PERS	29,214.58	31,020.00	31,020.00	23,918.29	31,020.00	34,930.00	
1011201	5210	CM CONT	.00	.00	.00	.00	.00	25,000.00	

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ACCOUNTS FOR:

GENERAL FUND			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
1011201	5211	POSTAGE	4,510.87	5,170.00	5,170.00	6,006.94	4,470.00	5,500.00	
1011201	5212	ADVERTISNG	29,400.00	32,650.00	32,650.00	29,400.00	14,700.00	7,700.00	
1011201	5213	DUES&SUBSC	623.52	3,770.00	3,770.00	2,263.78	2,390.00	5,330.00	
1011201	5215	TRNG/CONF	3,722.27	5,220.00	5,220.00	1,072.96	2,050.00	10,100.00	
1011201	5216	OFFIC SUPP	289.15	1,000.00	1,000.00	27.42	50.00	1,000.00	
1011201	5217	OTHER SUPP	953.13	21,000.00	21,000.00	208.49	170.00	22,500.00	
1011201	5220	FUEL USAGE	1,567.40	1,300.00	1,300.00	799.88	.00	.00	
1011201	5222	PRNT/MAIL	112.05	.00	.00	.00	.00	.00	
1011201	5223	INFO SYS	16,162.00	9,850.00	9,850.00	9,031.00	9,850.00	13,930.00	
1011201	5224	VEH CHRG	1,650.00	2,210.00	2,210.00	2,024.00	2,210.00	.00	
1011201	5233	OTHR EQUIP	1,256.73	.00	.00	1,942.46	.00	.00	
1011201	5252	PROF SVS	30,327.10	73,720.00	73,720.00	29,750.00	61,030.00	60,000.00	
1011201	5253	CONTRC SVS	54,083.21	54,000.00	54,000.00	54,832.50	45,000.00	54,000.00	
1011201	5258	OTHER SVS	12,842.30	14,150.00	15,150.00	21,050.00	10,620.00	16,000.00	
1011201	5271	INS PREM	100.00	250.00	250.00	100.00	100.00	300.00	
1011201	5273	WK CMP CHG	11,117.00	12,140.00	12,140.00	11,132.00	12,140.00	12,030.00	
1011201	5274	UNEMPL CHG	940.00	1,010.00	1,010.00	924.00	1,010.00	970.00	
1011201	5275	LT DIS CHG	947.00	1,010.00	1,010.00	924.00	1,010.00	970.00	
1011201	5276	LIAB CHG	16,585.00	18,840.00	18,840.00	17,270.00	18,840.00	17,910.00	
1011201	5277	LOSS PREV	996.00	1,140.00	1,140.00	1,045.00	1,140.00	990.00	
1011201	5294	SPONSOR	.00	.00	.00	450.00	450.00	4,500.00	
1011201	5427	ISSUA COST	5,000.00	.00	.00	.00	.00	.00	
TOTAL CITY ADMINISTRATION			389,166.07	447,830.00	448,830.00	342,686.25	385,470.00	438,330.00	
1011301	ACCOUNTING SERVICES								
1011301	5110	BUY BACKS	1,120.98	5,000.00	5,000.00	3,492.55	6,970.00	4,110.00	
1011301	5111	SALARY-FT	466,139.14	452,750.00	437,871.00	420,232.72	429,770.00	452,130.00	
1011301	5112	SALARY-PT	13,823.04	19,400.00	19,400.00	1,888.08	3,780.00	19,400.00	
1011301	5113	OVERTIME	4,663.60	20,000.00	20,000.00	4,580.51	8,810.00	20,000.00	
1011301	5116	FRINGE BEN	88,024.12	117,430.00	113,634.00	69,486.69	76,240.00	115,400.00	
1011301	5117	RETIR CNTR	46,374.55	54,510.00	52,513.00	40,453.66	42,280.00	54,280.00	
1011301	5119	UAL PERS	104,822.42	78,690.00	78,690.00	71,242.65	78,690.00	115,330.00	
1011301	5211	POSTAGE	16.65	100.00	100.00	.00	100.00	100.00	
1011301	5213	DUES&SUBSC	1,260.00	1,830.00	1,830.00	1,190.00	1,830.00	1,830.00	
1011301	5215	TRNG/CONF	2,025.01	5,620.00	5,620.00	2,059.21	5,720.00	5,720.00	
1011301	5216	OFFIC SUPP	2,076.58	2,650.00	2,650.00	804.68	2,650.00	2,650.00	
1011301	5217	OTHER SUPP	.00	.00	.00	5.05	.00	.00	
1011301	5219	PERM/LC/FE	120.00	150.00	150.00	1,595.00	150.00	200.00	
1011301	5220	FUEL USAGE	30.57	.00	.00	.00	.00	.00	
1011301	5221	MILE REIMB	303.94	710.00	710.00	42.54	710.00	710.00	
1011301	5222	PRNT/MAIL	531.18	700.00	700.00	582.49	700.00	700.00	
1011301	5223	INFO SYS	55,049.00	32,610.00	32,610.00	29,898.00	32,610.00	97,670.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

GENERAL FUND			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
1011301	5231	FURN&OFFC	1,284.66	.00	.00	.00	.00	.00	
1011301	5252	PROF SVS	34,959.82	85,000.00	94,932.00	17,150.00	85,000.00	100,000.00	
1011301	5253	CONTRC SVS	.00	158,300.00	192,051.00	33,751.00	158,300.00	158,300.00	
1011301	5255	BANKNG SVS	37,881.36	61,080.00	61,080.00	26,810.90	61,080.00	63,480.00	
1011301	5258	OTHER SVS	-110,726.63	453,200.00	435,762.00	146,420.05	173,190.00	177,600.00	
1011301	5273	WK CMP CHG	39,300.00	37,470.00	37,470.00	34,353.00	37,470.00	39,600.00	
1011301	5274	UNEMPL CHG	3,324.00	3,120.00	3,120.00	2,860.00	3,120.00	3,190.00	
1011301	5275	LT DIS CHG	3,347.00	3,120.00	3,120.00	2,860.00	3,120.00	3,190.00	
1011301	5276	LIAB CHG	58,631.00	58,180.00	58,180.00	53,328.00	58,180.00	58,910.00	
1011301	5277	LOSS PREV	3,520.00	3,540.00	3,540.00	3,245.00	3,540.00	3,260.00	
1011301	5290	LATE CHARG	2,605.32	.00	.00	1,271.48	3,000.00	.00	
1011301	5299	PY EXP	3,703.87	.00	.00	.00	5,000.00	.00	
1011301	5303	DDA/OPA	302,913.60	.00	.00	302,913.60	327,160.00	353,340.00	
1011301	5322	HLTH-RETIR	123,348.81	248,000.00	248,000.00	116,333.81	248,000.00	248,000.00	
1011301	5323	PERS SUPPL	25,549.62	43,140.00	43,140.00	21,074.22	43,140.00	43,140.00	
1011301	5326	MED-RETIRE	203,043.18	186,360.00	186,360.00	147,414.41	186,360.00	186,360.00	
1011301	5327	DEN-RETIRE	46,082.69	54,720.00	54,720.00	60,294.01	46,200.00	54,840.00	
1011301	5328	VIS-RETIRE	3,705.16	4,080.00	4,080.00	5,081.29	4,080.00	4,080.00	
TOTAL ACCOUNTING SERVICES			1,568,854.24	2,191,460.00	2,197,033.00	1,622,714.60	2,136,950.00	2,387,520.00	
1011302	MAIL/PRINTING SERVICES								
1011302	5211	POSTAGE	40,035.30	42,470.00	42,470.00	34,499.09	42,470.00	44,040.00	
1011302	5216	OFFIC SUPP	10,346.35	17,250.00	17,250.00	15,400.00	17,250.00	17,300.00	
1011302	5220	FUEL USAGE	74.34	650.00	650.00	19.55	650.00	650.00	
1011302	5223	INFO SYS	5,360.00	4,230.00	4,230.00	3,883.00	4,230.00	4,230.00	
1011302	5224	VEH CHRG	574.00	760.00	760.00	693.00	760.00	820.00	
1011302	5231	FURN&OFFC	1,949.36	1,900.00	1,900.00	.00	1,900.00	2,000.00	
1011302	5234	OTH EQ RNT	1,673.76	1,680.00	1,680.00	1,675.00	1,680.00	1,770.00	
1011302	5248	MAINT-OTHR	.00	2,200.00	2,200.00	.00	2,200.00	2,200.00	
1011302	5258	OTHER SVS	2,887.80	5,250.00	5,250.00	5,061.50	5,250.00	3,430.00	
TOTAL MAIL/PRINTING SERVICES			62,900.91	76,390.00	76,390.00	61,231.14	76,390.00	76,440.00	
1011504	NON-DEPARTMENTAL								
1011504	5117	RETIR CNTR	18,035.26	.00	.00	27,764.88	9,660.00	.00	
1011504	5119	UAL PERS	.00	414,250.00	414,250.00	.00	414,250.00	299,220.00	
1011504	5129	UAL PERS-S	.00	1,923,530.00	1,923,530.00	.00	1,923,530.00	2,401,960.00	
1011504	5215	TRNG/CONF	660.73	.00	.00	.00	.00	.00	
1011504	5245	MAINT-BLDG	658.83	.00	.00	.00	.00	.00	
1011504	5253	CONTRC SVS	149,218.99	.00	.00	.00	.00	.00	
1011504	5255	BANKNG SVS	6,573.02	.00	.00	11,056.83	.00	.00	

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ACCOUNTS FOR:

GENERAL FUND			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
1011504	5258	OTHER SVS	1,675.31	.00	.00	1,367.33	.00	.00	
1011504	5273	WK CMP CHG	18,419.00	18,190.00	18,190.00	16,676.00	18,190.00	18,750.00	
1011504	5274	UNEMPL CHG	1,558.00	1,520.00	1,520.00	1,397.00	1,520.00	1,510.00	
1011504	5275	LT DIS CHG	1,569.00	1,520.00	1,520.00	1,397.00	1,520.00	1,510.00	
1011504	5276	LIAB CHG	27,480.00	28,240.00	28,240.00	25,883.00	28,240.00	27,910.00	
1011504	5277	LOSS PREV	1,650.00	1,730.00	1,730.00	1,584.00	1,730.00	1,550.00	
1011504	5290	LATE CHARG	.00	.00	.00	500.00	.00	.00	
1011504	5291	BAD DB EXP	14,446.73	.00	.00	.00	.00	.00	
1011504	5299	PY EXP	-129,688.08	.00	.00	.00	.00	.00	
1011504	5424	BND PRNCPL	83,611.12	160,290.00	160,290.00	160,423.78	160,290.00	161,860.00	
1011504	5425	BND INT EX	129,034.88	272,520.00	272,520.00	272,363.00	272,520.00	266,020.00	
TOTAL NON-DEPARTMENTAL			324,902.79	2,821,790.00	2,821,790.00	520,412.82	2,831,450.00	3,180,290.00	
1011510	LIBRARY								
1011510	5223	INFO SYS	165,442.00	127,340.00	127,340.00	116,732.00	127,340.00	125,750.00	
1011510	5225	BLDG MT&OP	55,210.00	84,960.00	84,960.00	77,880.00	84,960.00	89,310.00	
1011510	5242	UTL-GAS	6,327.02	5,300.00	5,300.00	6,105.25	6,140.00	6,150.00	
1011510	5253	CONTRC SVS	1,268,134.91	1,204,370.00	1,204,370.00	1,204,370.00	1,201,920.00	1,242,240.00	
1011510	5255	BANKNG SVS	795.10	600.00	600.00	657.65	790.00	800.00	
1011510	5258	OTHER SVS	70.00	7,500.00	7,500.00	.00	7,500.00	7,500.00	
1011510	5261	BK&DIG MAT	155,108.26	165,000.00	165,000.00	165,000.00	165,000.00	165,570.00	
TOTAL LIBRARY			1,651,087.29	1,595,070.00	1,595,070.00	1,570,744.90	1,593,650.00	1,637,320.00	
1011601	HUMAN RESOURCES								
1011601	5110	BUY BACKS	.00	.00	.00	.00	.00	1,380.00	
1011601	5111	SALARY-FT	27,986.22	35,820.00	35,820.00	20,555.69	34,060.00	78,200.00	
1011601	5112	SALARY-PT	38,685.91	49,700.00	49,700.00	40,586.86	45,710.00	52,700.00	
1011601	5116	FRINGE BEN	6,441.72	8,170.00	8,170.00	4,505.54	6,850.00	19,310.00	
1011601	5117	RETIR CNTR	3,266.18	4,100.00	4,100.00	2,000.31	3,310.00	8,500.00	
1011601	5119	UAL PERS	11,112.13	5,750.00	5,750.00	3,841.40	6,710.00	23,610.00	
1011601	5205	RECRUIT	305.13	.00	.00	.00	.00	.00	
1011601	5211	POSTAGE	190.54	100.00	100.00	130.23	100.00	100.00	
1011601	5212	ADVERTISNG	4,896.00	5,000.00	5,000.00	5,439.50	5,000.00	5,000.00	
1011601	5213	DUES&SUBSC	3,218.56	2,200.00	2,200.00	2,495.00	2,200.00	2,200.00	
1011601	5215	TRNG/CONF	2,210.65	1,950.00	1,950.00	4,121.83	1,950.00	1,950.00	
1011601	5216	OFFIC SUPP	3,413.67	4,000.00	4,000.00	1,596.45	4,000.00	4,000.00	
1011601	5217	OTHER SUPP	2,541.94	3,000.00	3,000.00	5,942.49	3,000.00	3,000.00	
1011601	5221	MILE REIMB	59.41	300.00	300.00	.00	300.00	300.00	
1011601	5222	PRNT/MAIL	42.02	.00	.00	.00	.00	.00	
1011601	5223	INFO SYS	40,464.00	33,190.00	33,190.00	30,426.00	33,190.00	42,970.00	

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ACCOUNTS FOR:

GENERAL FUND			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
1011601	5231	FURN&OFFC	484.88	.00	.00	.00	.00	.00	
1011601	5251	LEGAL SVS	42,707.30	81,400.00	81,400.00	107,120.61	81,400.00	81,400.00	
1011601	5252	PROF SVS	19,094.36	30,000.00	30,000.00	20,425.00	30,000.00	30,000.00	
1011601	5254	DATA P SVS	.00	.00	.00	824.13	.00	.00	
1011601	5258	OTHER SVS	66,354.53	55,250.00	56,954.00	68,808.20	55,250.00	55,250.00	
1011601	5269	PCOR FEE	774.36	.00	.00	.00	.00	.00	
1011601	5273	WK CMP CHG	8,060.00	8,100.00	8,100.00	7,425.00	8,100.00	8,830.00	
1011601	5274	UNEMPL CHG	682.00	680.00	680.00	627.00	680.00	720.00	
1011601	5275	LT DIS CHG	686.00	680.00	680.00	627.00	680.00	710.00	
1011601	5276	LIAB CHG	12,024.00	12,560.00	12,560.00	11,517.00	12,560.00	13,140.00	
1011601	5277	LOSS PREV	722.00	760.00	760.00	693.00	760.00	720.00	
TOTAL HUMAN RESOURCES			296,423.51	342,710.00	344,414.00	339,708.24	335,810.00	433,990.00	
1011602	DEVELOPMENT & TRAINING								
1011602	5111	SALARY-FT	58,535.31	61,920.00	61,920.00	46,884.26	57,580.00	19,880.00	
1011602	5112	SALARY-PT	370.87	.00	.00	.00	.00	.00	
1011602	5116	FRINGE BEN	15,149.92	16,150.00	16,150.00	11,876.66	14,240.00	4,520.00	
1011602	5117	RETIR CNTR	5,948.00	7,000.00	7,000.00	4,724.21	5,710.00	2,270.00	
1011602	5119	UAL PERS	15,071.80	11,520.00	11,520.00	10,306.14	11,950.00	4,980.00	
1011602	5213	DUES&SUBSC	921.75	3,000.00	3,000.00	1,009.00	3,000.00	3,000.00	
1011602	5215	TRNG/CONF	8,961.58	11,000.00	11,000.00	782.00	11,000.00	11,000.00	
1011602	5216	OFFIC SUPP	45.00	500.00	500.00	.00	500.00	500.00	
1011602	5217	OTHER SUPP	615.19	.00	.00	.00	.00	.00	
1011602	5252	PROF SVS	.00	1,000.00	1,000.00	.00	1,000.00	1,000.00	
1011602	5258	OTHER SVS	5,000.00	10,500.00	10,500.00	3,000.00	10,500.00	10,500.00	
TOTAL DEVELOPMENT & TRAINING			110,619.42	122,590.00	122,590.00	78,582.27	115,480.00	57,650.00	
1011603	CITY ATTORNEY								
1011603	5251	LEGAL SVS	487,499.35	490,000.00	490,000.00	434,850.00	490,000.00	490,000.00	
TOTAL CITY ATTORNEY			487,499.35	490,000.00	490,000.00	434,850.00	490,000.00	490,000.00	
1011701	CITY CLERK								
1011701	5110	BUY BACKS	.00	17,000.00	17,000.00	.00	.00	420.00	
1011701	5111	SALARY-FT	114,541.19	122,390.00	122,390.00	105,246.82	117,680.00	131,730.00	
1011701	5113	OVERTIME	3,066.26	2,000.00	2,000.00	2,212.36	4,050.00	4,050.00	
1011701	5116	FRINGE BEN	29,349.51	42,820.00	42,820.00	28,195.86	30,560.00	33,880.00	
1011701	5117	RETIR CNTR	11,568.14	12,740.00	12,740.00	10,783.04	12,070.00	14,130.00	
1011701	5119	UAL PERS	34,891.00	32,150.00	32,150.00	27,217.58	32,150.00	42,290.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

GENERAL FUND			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
1011701	5211	POSTAGE	33.33	.00	.00	40.01	30.00	.00	
1011701	5212	ADVERTISNG	13,956.50	16,400.00	16,400.00	15,490.32	9,200.00	14,000.00	
1011701	5213	DUES&SUBSC	300.00	600.00	600.00	390.00	670.00	430.00	
1011701	5215	TRNG/CONF	3,291.32	4,800.00	4,800.00	773.00	900.00	4,800.00	
1011701	5216	OFFIC SUPP	1,207.75	1,200.00	1,200.00	454.74	800.00	3,600.00	
1011701	5217	OTHER SUPP	-25.00	.00	.00	438.66	440.00	.00	
1011701	5219	PERM/LC/FE	40.00	.00	.00	115.50	.00	.00	
1011701	5221	MILE REIMB	203.72	200.00	200.00	190.46	200.00	200.00	
1011701	5222	PRNT/MAIL	.00	.00	.00	42.02	40.00	.00	
1011701	5223	INFO SYS	14,091.00	7,760.00	7,760.00	7,117.00	7,760.00	23,490.00	
1011701	5246	MAINT-EQP	95.00	.00	.00	.00	.00	.00	
1011701	5258	OTHER SVS	183,413.65	131,100.00	131,100.00	108,696.64	133,300.00	25,600.00	
1011701	5271	INS PREM	.00	.00	.00	155.00	.00	.00	
1011701	5273	WK CMP CHG	9,458.00	10,130.00	10,130.00	9,284.00	10,130.00	11,500.00	
1011701	5274	UNEMPL CHG	800.00	850.00	850.00	781.00	850.00	930.00	
1011701	5275	LT DIS CHG	805.00	850.00	850.00	781.00	850.00	930.00	
1011701	5276	LIAB CHG	14,110.00	15,730.00	15,730.00	14,421.00	15,730.00	17,120.00	
1011701	5277	LOSS PREV	847.00	960.00	960.00	880.00	960.00	950.00	
TOTAL CITY CLERK			436,043.37	419,680.00	419,680.00	333,706.01	378,370.00	330,050.00	
1012201	BUILDING AND SAFETY								
1012201	5110	BUY BACKS	13,133.64	8,700.00	8,700.00	2,537.36	5,080.00	5,780.00	
1012201	5111	SALARY-FT	219,255.81	280,450.00	163,060.00	121,925.26	122,350.00	278,730.00	
1012201	5113	OVERTIME	19,300.28	13,000.00	13,000.00	21,074.30	24,250.00	15,000.00	
1012201	5116	FRINGE BEN	28,702.77	62,540.00	37,923.00	31,276.76	31,920.00	63,180.00	
1012201	5117	RETIR CNTR	16,297.75	29,230.00	16,984.00	12,888.47	13,220.00	31,340.00	
1012201	5119	UAL PERS	59,547.10	73,790.00	42,891.00	29,463.39	73,790.00	73,960.00	
1012201	5213	DUES&SUBSC	295.00	1,390.00	1,390.00	853.29	1,390.00	4,690.00	
1012201	5215	TRNG/CONF	2,670.00	1,200.00	1,200.00	1,365.00	1,340.00	2,150.00	
1012201	5216	OFFIC SUPP	1,740.83	2,000.00	2,000.00	1,689.67	2,000.00	2,000.00	
1012201	5217	OTHER SUPP	1,400.48	1,000.00	1,000.00	382.27	1,000.00	1,000.00	
1012201	5218	UNIFRM EXP	250.00	1,000.00	1,000.00	246.25	1,000.00	1,000.00	
1012201	5220	FUEL USAGE	3,524.44	4,000.00	4,000.00	3,470.93	4,000.00	4,000.00	
1012201	5221	MILE REIMB	.00	.00	.00	67.58	.00	.00	
1012201	5223	INFO SYS	45,328.00	41,850.00	41,850.00	38,368.00	41,850.00	59,740.00	
1012201	5224	VEH CHRG	7,961.00	10,410.00	10,410.00	9,548.00	10,410.00	12,030.00	
1012201	5252	PROF SVS	161,934.00	70,000.00	255,152.00	255,004.00	255,150.00	80,000.00	
1012201	5255	BANKNG SVS	21,406.04	.00	.00	6,416.44	.00	.00	
1012201	5258	OTHER SVS	386.18	700.00	700.00	79.00	700.00	700.00	
1012201	5273	WK CMP CHG	52,664.00	48,930.00	48,930.00	44,858.00	48,930.00	61,060.00	
1012201	5274	UNEMPL CHG	4,455.00	4,080.00	4,080.00	3,740.00	4,080.00	4,920.00	
1012201	5275	LT DIS CHG	4,485.00	4,080.00	4,080.00	3,740.00	4,080.00	4,920.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

GENERAL FUND				2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
1012201	5276		LIAB CHG	78,568.00	75,970.00	75,970.00	69,641.00	75,970.00	90,820.00	
1012201	5277		LOSS PREV	4,717.00	4,620.00	4,620.00	4,235.00	4,620.00	5,040.00	
TOTAL BUILDING AND SAFETY				748,022.32	738,940.00	738,940.00	662,869.97	727,130.00	802,060.00	
1012202	WEED ABATEMENT									
1012202	5112		SALARY-PT	28,875.61	28,920.00	28,920.00	25,644.42	17,240.00	30,070.00	
1012202	5116		FRINGE BEN	418.70	420.00	420.00	371.84	250.00	440.00	
1012202	5211		POSTAGE	.00	50.00	50.00	.00	50.00	50.00	
1012202	5212		ADVERTISNG	222.14	.00	.00	.00	.00	.00	
1012202	5220		FUEL USAGE	330.89	250.00	250.00	198.86	250.00	250.00	
1012202	5222		PRINTING	583.51	.00	.00	628.78	630.00	700.00	
1012202	5224		VEH CHRG	1,363.00	1,820.00	1,820.00	1,672.00	1,820.00	3,300.00	
1012202	5243		UTL-TELEPH	.00	.00	500.00	494.75	.00	.00	
1012202	5258		OTHER SVS	24,393.60	20,000.00	20,000.00	.00	20,000.00	20,000.00	
TOTAL WEED ABATEMENT				56,187.45	51,460.00	51,960.00	29,010.65	40,240.00	54,810.00	
1012203	ECONOMIC DEVELOPMENT									
1012203	5111		SALARY-FT	.00	.00	.00	.00	.00	70,700.00	
1012203	5116		FRINGE BEN	.00	.00	.00	.00	.00	19,590.00	
1012203	5117		RETIR CNTR	.00	.00	.00	.00	.00	9,760.00	
1012203	5211		POSTAGE	.00	.00	.00	32.72	.00	.00	
1012203	5213		DUES&SUBSC	50.00	.00	.00	5,759.00	5,400.00	5,640.00	
1012203	5215		TRNG/CONF	200.00	7,500.00	7,500.00	1,306.84	3,360.00	8,500.00	
1012203	5216		OFFIC SUPP	91.95	100.00	100.00	33.99	50.00	100.00	
1012203	5221		MILE REIMB	.00	.00	.00	.00	.00	250.00	
1012203	5231	50102	FURN&OFFC	.00	.00	.00	3,440.00	3,500.00	.00	
1012203	5241		UTL-ELECTR	78.66	.00	.00	207.58	300.00	.00	
1012203	5245		MAINT-BLDG	30,872.00	31,400.00	31,400.00	29,864.77	20,820.00	18,820.00	
1012203	5248		MAINT-OTHR	.00	.00	.00	1,800.00	.00	.00	
1012203	5252		PROF SVS	31,453.51	83,000.00	83,000.00	77,000.00	83,000.00	83,000.00	
1012203	5253		CONTRC SVS	48,716.00	54,900.00	54,900.00	52,649.00	54,900.00	.00	
1012203	5258		OTHER SVS	106,580.47	58,640.00	84,441.00	78,931.00	55,100.00	61,540.00	
1012203	5258	50102	OTHER SVS	.00	.00	.00	8,082.47	.00	.00	
TOTAL ECONOMIC DEVELOPMENT				218,042.59	235,540.00	261,341.00	259,107.37	226,430.00	277,900.00	
1012204	PLANNING COMMISSION									
1012204	5215		TRNG/CONF	36.58	1,400.00	1,400.00	.00	1,400.00	2,000.00	
1012204	5216		OFFIC SUPP	138.06	250.00	250.00	.00	250.00	250.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

GENERAL FUND			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
1012204	5217	OTHER SUPP	18.96	250.00	250.00	248.07	250.00	250.00	
1012204	5252	PROF SVS	2,840.00	3,840.00	3,840.00	3,840.00	3,840.00	3,840.00	
1012204	5258	OTHER SVS	7,100.00	8,000.00	8,000.00	5,400.00	8,000.00	8,000.00	
TOTAL PLANNING COMMISSION			10,133.60	13,740.00	13,740.00	9,488.07	13,740.00	14,340.00	
1012205	PLANNING								
1012205	5110	BUY BACKS	.00	.00	.00	1,766.60	3,540.00	.00	
1012205	5111	SALARY-FT	105,406.37	147,550.00	100,840.00	62,636.80	64,940.00	213,280.00	
1012205	5112	SALARY-PT	41,138.16	42,350.00	42,350.00	34,711.97	34,520.00	43,500.00	
1012205	5116	FRINGE BEN	34,207.25	42,790.00	31,492.00	19,574.11	20,790.00	56,700.00	
1012205	5117	RETIR CNTR	13,138.51	19,730.00	14,856.00	8,502.01	9,230.00	28,420.00	
1012205	5119	UAL PERS	17,293.22	27,530.00	15,226.00	5,633.16	27,530.00	44,760.00	
1012205	5211	POSTAGE	.00	500.00	500.00	.00	500.00	500.00	
1012205	5212	ADVERTISNG	14,253.06	13,000.00	13,000.00	13,000.00	13,000.00	13,000.00	
1012205	5213	DUES&SUBSC	.00	1,000.00	1,000.00	445.75	1,000.00	2,400.00	
1012205	5215	TRNG/CONF	900.00	1,350.00	1,350.00	35.00	1,350.00	3,470.00	
1012205	5216	OFFIC SUPP	746.64	1,500.00	1,500.00	1,015.19	1,400.00	1,400.00	
1012205	5222	PRNT/MAIL	.00	.00	.00	136.86	100.00	100.00	
1012205	5223	INFO SYS	55,580.00	28,210.00	28,210.00	25,861.00	.00	43,930.00	
1012205	5252	PROF SVS	345,567.58	369,980.00	445,166.00	339,103.00	325,150.00	112,000.00	
TOTAL PLANNING			628,230.79	695,490.00	695,490.00	512,421.45	503,050.00	563,460.00	
1012207	SANTA FE DEPOT								
1012207	5225	BLDG MT&OP	.00	.00	.00	.00	.00	27,700.00	
TOTAL SANTA FE DEPOT			.00	.00	.00	.00	.00	27,700.00	
1013201	POLICE ADMINISTRATION								
1013201	5110	BUY BACKS	6,785.19	97,200.00	97,200.00	10,609.06	21,220.00	64,840.00	
1013201	5111	SALARY-FT	422,338.15	490,810.00	490,810.00	456,845.13	499,040.00	490,220.00	
1013201	5112	SALARY-PT	195,923.76	114,240.00	114,240.00	71,922.03	61,840.00	124,800.00	
1013201	5113	OVERTIME	22,150.03	3,100.00	3,100.00	23,591.90	22,860.00	22,000.00	
1013201	5116	FRINGE BEN	108,960.53	160,070.00	160,070.00	108,740.32	124,500.00	165,780.00	
1013201	5117	RETIR CNTR	42,686.08	53,630.00	53,630.00	44,622.93	48,500.00	56,240.00	
1013201	5119	UAL PERS	140,975.15	108,970.00	108,970.00	93,696.79	108,970.00	121,390.00	
1013201	5131	SAL-SW PD	342,013.58	191,190.00	191,190.00	168,695.56	176,040.00	191,190.00	
1013201	5133	OT-SW PD	17,257.86	1,320.00	1,320.00	.00	.00	.00	
1013201	5136	FRG B-S PD	37,277.98	33,630.00	33,630.00	29,609.87	31,080.00	33,630.00	
1013201	5137	RT CNTR-PD	31,778.04	46,460.00	46,460.00	31,622.01	33,000.00	46,460.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

GENERAL FUND			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
1013201	5139	UAL PD SWR	79,297.60	478,630.00	478,630.00	.00	478,630.00	580,090.00	
1013201	5205	RECRUIT	5,335.50	.00	.00	.00	.00	.00	
1013201	5211	POSTAGE	320.68	1,150.00	1,150.00	164.86	400.00	1,150.00	
1013201	5213	DUES&SUBSC	5,857.26	9,610.00	9,610.00	8,993.11	9,680.00	9,860.00	
1013201	5215	TRNG/CONF	24,313.00	77,600.00	77,600.00	49,232.73	55,280.00	88,860.00	
1013201	5216	OFFIC SUPP	9,206.29	13,940.00	13,940.00	13,631.54	13,940.00	16,100.00	
1013201	5217	OTHER SUPP	10,588.84	23,290.00	23,290.00	17,992.99	20,480.00	23,150.00	
1013201	5218	UNIFRM EXP	3,166.92	4,000.00	4,000.00	3,557.11	4,000.00	4,000.00	
1013201	5220	FUEL USAGE	10,962.49	17,000.00	17,000.00	10,267.22	12,000.00	17,000.00	
1013201	5222	PRNT/MAIL	230.05	1,000.00	1,000.00	755.87	940.00	1,000.00	
1013201	5223	INFO SYS	413,017.00	667,210.00	667,210.00	611,611.00	667,210.00	556,310.00	
1013201	5224	VEH CHRG	23,166.00	76,450.00	76,450.00	70,081.00	76,450.00	28,380.00	
1013201	5225	BLDG MT&OP	277,305.00	272,350.00	272,350.00	249,656.00	272,350.00	209,430.00	
1013201	5231	FURN&OFFC	1,845.60	1,000.00	1,000.00	3,022.82	2,300.00	20,000.00	
1013201	5233	OTHR EQUIP	8,326.70	6,090.00	6,090.00	808.12	4,950.00	6,090.00	
1013201	5234	OTH EQ RNT	229.15	.00	.00	215.31	.00	.00	
1013201	5236	RENT	.00	.00	.00	2,400.00	2,400.00	2,400.00	
1013201	5241	UTL-ELECTR	114,972.41	124,780.00	124,780.00	64,765.24	95,000.00	100,000.00	
1013201	5242	UTL-GAS	10,870.84	7,970.00	7,970.00	10,576.50	9,600.00	10,900.00	
1013201	5246	MAINT-EQP	909.60	.00	.00	.00	.00	.00	
1013201	5247	MAINT-VEH	.00	.00	.00	2,408.00	6,300.00	6,300.00	
1013201	5251	LEGAL SVS	.00	.00	.00	.00	.00	64,000.00	
1013201	5253	CONTRC SVS	229,747.72	266,440.00	266,440.00	256,233.80	244,940.00	266,440.00	
1013201	5255	BANKNG SVS	2,446.90	2,180.00	2,180.00	2,072.67	2,550.00	2,980.00	
1013201	5258	OTHER SVS	188,858.36	200,300.00	200,300.00	200,371.26	186,040.00	204,800.00	
1013201	5273	WK CMP CHG	741,267.00	762,350.00	762,350.00	698,819.00	762,350.00	790,490.00	
1013201	5274	UNEMPL CHG	62,706.00	63,520.00	63,520.00	58,223.00	63,520.00	63,800.00	
1013201	5275	LT DIS CHG	63,130.00	63,550.00	63,550.00	58,256.00	63,550.00	63,690.00	
1013201	5276	LIAB CHG	1,105,876.00	1,183,590.00	1,183,590.00	1,084,963.00	1,183,590.00	1,175,760.00	
1013201	5277	LOSS PREV	66,396.00	72,080.00	72,080.00	66,077.00	72,080.00	65,180.00	
1013201	5297	OTHR EXP	900.00	.00	.00	.00	.00	.00	
TOTAL POLICE ADMINISTRATION			4,829,395.26	5,696,700.00	5,696,700.00	4,585,110.75	5,437,580.00	5,694,710.00	
1013202	POLICE INVESTIGATIONS								
1013202	5110	BUY BACKS	9,435.95	.00	.00	13,499.37	27,000.00	.00	
1013202	5111	SALARY-FT	67,467.80	66,120.00	66,120.00	62,462.68	67,770.00	67,380.00	
1013202	5113	OVERTIME	2,639.89	.00	.00	653.92	1,310.00	2,000.00	
1013202	5116	FRINGE BEN	16,565.77	16,490.00	16,490.00	15,082.50	16,330.00	16,510.00	
1013202	5117	RETIR CNTR	6,788.68	6,920.00	6,920.00	6,396.11	6,960.00	7,260.00	
1013202	5119	UAL PERS	20,606.58	17,460.00	17,460.00	16,144.58	17,460.00	21,730.00	
1013202	5131	SAL-SW PD	1,087,291.59	1,336,740.00	1,336,740.00	1,079,326.14	1,044,290.00	1,374,350.00	
1013202	5133	OT-SW PD	89,769.36	35,000.00	35,000.00	111,349.56	97,330.00	105,330.00	

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ACCOUNTS FOR:

GENERAL FUND			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
1013202	5136	FRG B-S PD	174,232.71	244,420.00	244,420.00	183,199.90	176,510.00	244,470.00	
1013202	5137	RT CNTR-PD	148,694.53	250,600.00	250,600.00	165,915.72	158,350.00	270,990.00	
1013202	5139	UAL PD SWR	437,521.56	412,340.00	412,340.00	339,620.04	412,340.00	535,100.00	
1013202	5213	DUES&SUBSC	2,099.55	14,820.00	14,820.00	22,155.20	8,870.00	13,370.00	
1013202	5215	TRNG/CONF	1,355.04	1,950.00	1,950.00	576.53	1,100.00	6,000.00	
1013202	5217	OTHER SUPP	1,235.92	1,800.00	1,800.00	117.00	1,300.00	1,400.00	
1013202	5220	FUEL USAGE	11,339.65	15,000.00	15,000.00	17,032.89	15,210.00	18,000.00	
1013202	5223	INFO SYS	11,200.00	.00	.00	.00	.00	.00	
1013202	5224	VEH CHRG	24,242.00	31,770.00	31,770.00	29,128.00	31,770.00	115,780.00	
1013202	5231	FURN&OFFC	.00	.00	.00	.00	.00	5,500.00	
1013202	5243	UTL-TELEPH	20.00	.00	.00	.00	.00	.00	
1013202	5253	CONTRC SVS	89,413.32	90,620.00	90,620.00	90,620.00	90,620.00	90,880.00	
1013202	5258	OTHER SVS	6,032.00	20,820.00	20,820.00	7,532.00	20,930.00	25,880.00	
TOTAL POLICE INVESTIGATIONS			2,207,951.90	2,562,870.00	2,562,870.00	2,160,812.14	2,195,450.00	2,921,930.00	
1013205	ANIMAL SERVICES								
1013205	5110	BUY BACKS	.00	6,000.00	6,000.00	1,120.98	2,250.00	.00	
1013205	5111	SALARY-FT	162,685.10	218,070.00	218,070.00	179,432.44	182,080.00	214,120.00	
1013205	5113	OVERTIME	5,766.45	.00	.00	2,193.87	3,720.00	4,070.00	
1013205	5116	FRINGE BEN	28,958.80	66,260.00	66,260.00	39,002.21	39,510.00	66,260.00	
1013205	5117	RETIR CNTR	15,641.05	25,690.00	25,690.00	17,953.47	18,060.00	27,510.00	
1013205	5119	UAL PERS	27,223.24	31,600.00	31,600.00	15,140.76	31,600.00	22,080.00	
1013205	5213	DUES&SUBSC	244.00	380.00	380.00	206.88	210.00	380.00	
1013205	5215	TRNG/CONF	927.97	3,880.00	3,880.00	190.51	3,070.00	3,880.00	
1013205	5216	OFFIC SUPP	1,274.83	.00	.00	29.33	.00	.00	
1013205	5217	OTHER SUPP	9,091.31	19,200.00	19,200.00	13,057.88	10,100.00	18,100.00	
1013205	5218	UNIFRM EXP	.00	800.00	800.00	.00	800.00	800.00	
1013205	5220	FUEL USAGE	6,510.31	4,500.00	4,500.00	4,227.89	4,350.00	4,500.00	
1013205	5222	PRINTING	.00	.00	.00	.00	.00	1,100.00	
1013205	5223	INFO SYS	49,697.00	96,270.00	96,270.00	88,253.00	96,270.00	112,920.00	
1013205	5224	VEH CHRG	7,602.00	9,960.00	9,960.00	9,130.00	9,960.00	7,350.00	
1013205	5225	BLDG MT&OP	48,671.00	43,810.00	43,810.00	40,161.00	43,810.00	50,960.00	
1013205	5233	OTHR EQUIP	.00	.00	.00	51.70	.00	.00	
1013205	5241	UTL-ELECTR	39,803.24	51,870.00	51,870.00	18,135.21	26,000.00	30,500.00	
1013205	5242	UTL-GAS	4,990.57	4,430.00	4,430.00	6,692.51	6,370.00	7,750.00	
1013205	5245	MAINT-BLDG	54,088.96	.00	.00	.00	.00	.00	
1013205	5246	MAINT-EQP	295.61	.00	.00	877.84	.00	.00	
1013205	5255	BANKNG SVS	362.13	400.00	400.00	292.35	350.00	400.00	
1013205	5258	OTHER SVS	31,099.30	26,320.00	26,320.00	16,702.29	13,390.00	22,120.00	
1013205	5273	WK CMP CHG	.00	18,050.00	18,050.00	16,544.00	18,050.00	18,190.00	
1013205	5274	UNEMPL CHG	.00	1,500.00	1,500.00	1,375.00	1,500.00	1,470.00	
1013205	5275	LT DIS CHG	.00	1,500.00	1,500.00	1,375.00	1,500.00	1,470.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

GENERAL FUND			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
1013205	5276	LIAB CHG	.00	28,020.00	28,020.00	25,685.00	28,020.00	27,070.00	
1013205	5277	LOSS PREV	.00	1,710.00	1,710.00	1,573.00	1,710.00	1,500.00	
1013205	5528	IMPRV BLD	27,966.37	.00	.00	.00	.00	.00	
TOTAL ANIMAL SERVICES			522,899.24	660,220.00	660,220.00	499,404.12	542,680.00	644,500.00	
1013206	POLICE ADMIN SUPPORT								
1013206	5111	SALARY-FT	2,696.87	.00	.00	.00	.00	.00	
1013206	5113	OVERTIME	328.68	.00	.00	.00	7,140.00	.00	
1013206	5116	FRINGE BEN	663.69	.00	.00	.00	1,250.00	.00	
1013206	5117	RETIR CNTR	276.51	.00	.00	.00	.00	.00	
1013206	5119	UAL PERS	225.95	.00	.00	.00	.00	.00	
TOTAL POLICE ADMIN SUPPORT			4,191.70	.00	.00	.00	8,390.00	.00	
1013208	METROLINK STATION								
1013208	5211	54130 POSTAGE	.00	.00	.00	46.46	.00	.00	
1013208	5217	54130 OTHER SUPP	.00	.00	.00	5,640.82	.00	.00	
TOTAL METROLINK STATION			.00	.00	.00	5,687.28	.00	.00	
1013210	PATROL SUPPORT								
1013210	5111	SALARY-FT	8,632.00	.00	.00	.00	300.00	.00	
1013210	5113	OVERTIME	1,210.55	.00	.00	.00	3,340.00	.00	
1013210	5116	FRINGE BEN	1,660.89	.00	.00	.00	560.00	.00	
1013210	5117	RETIR CNTR	885.04	.00	.00	.00	.00	.00	
1013210	5119	UAL PERS	723.20	.00	.00	.00	.00	.00	
TOTAL PATROL SUPPORT			13,111.68	.00	.00	.00	4,200.00	.00	
1013211	POLICE PATROL								
1013211	5110	BUY BACKS	30,450.11	.00	.00	34,821.32	69,650.00	.00	
1013211	5111	SALARY-FT	828,563.87	969,130.00	969,130.00	796,649.26	827,210.00	958,770.00	
1013211	5112	SALARY-PT	140,508.57	163,260.00	163,260.00	75,718.36	95,440.00	183,180.00	
1013211	5113	OVERTIME	171,307.76	80,000.00	80,000.00	145,365.76	162,890.00	171,000.00	
1013211	5116	FRINGE BEN	186,383.92	285,430.00	285,430.00	173,755.70	182,330.00	283,120.00	
1013211	5117	RETIR CNTR	85,900.11	113,920.00	113,920.00	85,041.62	88,270.00	118,000.00	
1013211	5119	UAL PERS	229,601.87	205,380.00	205,380.00	149,764.61	205,380.00	229,600.00	
1013211	5131	SAL-SW PD	4,932,858.16	5,652,600.00	5,652,600.00	4,690,205.86	5,241,260.00	5,146,430.00	
1013211	5133	OT-SW PD	260,441.16	687,000.00	687,000.00	759,362.48	829,640.00	690,000.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

GENERAL FUND				2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
1013211	5136		FRG B-S PD	831,337.28	1,052,130.00	1,052,130.00	770,751.03	841,540.00	960,120.00	
1013211	5137		RT CNTR-PD	778,667.13	1,166,890.00	1,166,890.00	757,919.21	826,370.00	1,130,260.00	
1013211	5139		UAL PD SWR	1,644,816.38	1,359,290.00	1,359,290.00	1,051,394.77	1,359,290.00	1,408,170.00	
1013211	5213		DUES&SUBSC	520.00	1,140.00	1,140.00	480.00	1,260.00	1,590.00	
1013211	5215		TRNG/CONF	22,170.84	77,680.00	77,680.00	5,129.66	60,260.00	79,000.00	
1013211	5216		OFFIC SUPP	68.96	.00	.00	.00	.00	.00	
1013211	5217		OTHER SUPP	44,035.33	60,200.00	60,200.00	55,862.40	58,840.00	80,400.00	
1013211	5218		UNIFRM EXP	27,982.96	34,040.00	34,040.00	37,928.84	36,720.00	36,720.00	
1013211	5220		FUEL USAGE	132,844.24	148,000.00	148,000.00	132,585.69	146,000.00	160,000.00	
1013211	5224		VEH CHRG	436,178.00	531,400.00	531,400.00	487,113.00	531,400.00	512,610.00	
1013211	5231		FURN&OFFC	.00	.00	.00	136.37	.00	.00	
1013211	5233		OTHR EQUIP	64,610.51	57,650.00	57,650.00	57,576.46	58,010.00	75,220.00	
1013211	5243	54130	UTL-TELEPH	584.88	.00	.00	.00	.00	.00	
1013211	5246		MAINT-EQP	21,134.69	44,930.00	44,930.00	17,773.67	17,640.00	59,960.00	
1013211	5247		MAINT-VEH	4,205.11	6,300.00	6,300.00	3,892.00	7,230.00	7,600.00	
1013211	5253		CONTRC SVS	18,105.41	23,700.00	23,700.00	21,010.00	17,000.00	219,330.00	
1013211	5258		OTHER SVS	100,348.13	102,190.00	102,190.00	124,057.53	135,500.00	140,300.00	
1013211	5267		UNDR ACT	2,050.00	.00	.00	.00	.00	.00	
1013211	5530		MACH&EQUIP	15,472.72	.00	.00	.00	.00	.00	
1013211	5531		VEHICLES	.00	.00	99.00	1,878.38	.00	.00	
TOTAL POLICE PATROL				11,011,148.10	12,822,260.00	12,822,359.00	10,436,173.98	11,799,130.00	12,651,380.00	
1013231	SPECIAL EVENTS & COMM OUTREACH									
1013231	5112		SALARY-PT	306.16	.00	.00	2,074.09	.00	.00	
1013231	5113		OVERTIME	.00	.00	.00	269.27	.00	.00	
1013231	5116		FRINGE BEN	28.51	.00	.00	63.50	.00	.00	
1013231	5133		OT-SW PD	9,545.07	.00	.00	11,552.69	9,090.00	10,550.00	
1013231	5136		FRG B-S PD	1,253.96	.00	.00	1,698.59	1,380.00	.00	
1013231	5137		RT CNTR-PD	72.82	.00	.00	50.75	.00	.00	
1013231	5139		UAL PD SWR	156.88	.00	.00	117.43	.00	.00	
1013231	5213		DUES&SUBSC	.00	50.00	50.00	35.00	40.00	50.00	
1013231	5217		OTHER SUPP	809.85	1,710.00	1,710.00	870.46	1,340.00	4,100.00	
TOTAL SPECIAL EVENTS & COMM				12,173.25	1,760.00	1,760.00	16,731.78	11,850.00	14,700.00	
1013232	POLICE RESERVES									
1013232	5112		SALARY-PT	27.07	.00	.00	.00	.00	.00	
1013232	5116		FRINGE BEN	.39	.00	.00	.00	.00	.00	
1013232	5215		TRNG/CONF	618.69	.00	.00	734.18	740.00	1,000.00	
1013232	5218		UNIFRM EXP	.00	.00	.00	.00	.00	2,200.00	
1013232	5258		OTHER SVS	.00	3,000.00	3,000.00	.00	.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

GENERAL FUND			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
TOTAL POLICE RESERVES			646.15	3,000.00	3,000.00	734.18	740.00	3,200.00	
1013233	CODE ENFORCEMENT								
1013233	5110	BUY BACKS	754.49	.00	.00	.00	.00	.00	
1013233	5111	SALARY-FT	105,624.26	252,000.00	252,000.00	216,880.00	220,130.00	242,270.00	
1013233	5113	OVERTIME	18,927.14	2,800.00	2,800.00	4,593.11	7,100.00	13,390.00	
1013233	5116	FRINGE BEN	10,782.16	64,250.00	64,250.00	29,804.59	27,950.00	62,590.00	
1013233	5117	RETIR CNTR	9,560.77	26,360.00	26,360.00	20,309.42	20,430.00	27,630.00	
1013233	5119	UAL PERS	29,753.70	66,540.00	66,540.00	46,523.22	66,540.00	62,170.00	
1013233	5211	POSTAGE	.00	100.00	100.00	.00	50.00	100.00	
1013233	5213	DUES&SUBSC	1,871.00	380.00	380.00	285.00	290.00	8,480.00	
1013233	5215	TRNG/CONF	2,829.33	3,760.00	3,760.00	2,739.05	1,280.00	6,840.00	
1013233	5216	OFFIC SUPP	500.00	.00	.00	.00	.00	.00	
1013233	5217	OTHER SUPP	219.70	850.00	850.00	138.33	850.00	850.00	
1013233	5218	UNIFRM EXP	96.97	1,600.00	1,600.00	139.85	1,060.00	2,100.00	
1013233	5220	FUEL USAGE	2,832.39	2,300.00	2,300.00	2,738.23	2,820.00	3,000.00	
1013233	5222	PRINTING	131.46	150.00	150.00	32.87	80.00	150.00	
1013233	5223	INFO SYS	5,760.00	2,000.00	2,000.00	1,837.00	2,000.00	.00	
1013233	5224	VEH CHRG	.00	.00	.00	.00	.00	133,320.00	
1013233	5231	FURN&OFFC	.00	.00	.00	538.64	.00	.00	
1013233	5251	LEGAL SVS	250,181.99	80,000.00	80,000.00	114,720.89	158,860.00	96,000.00	
1013233	5258	OTHER SVS	4,685.75	1,080.00	1,080.00	5,616.97	7,380.00	10,280.00	
1013233	5273	WK CMP CHG	7,874.00	20,860.00	20,860.00	19,118.00	20,860.00	21,160.00	
1013233	5274	UNEMPL CHG	666.00	1,740.00	1,740.00	1,595.00	1,740.00	1,710.00	
1013233	5275	LT DIS CHG	671.00	1,740.00	1,740.00	1,595.00	1,740.00	1,700.00	
1013233	5276	LIAB CHG	11,747.00	32,380.00	32,380.00	29,678.00	32,380.00	31,480.00	
1013233	5277	LOSS PREV	705.00	1,970.00	1,970.00	1,804.00	1,970.00	1,740.00	
TOTAL CODE ENFORCEMENT			466,174.11	562,860.00	562,860.00	500,687.17	575,510.00	726,960.00	
1013501	FIRE ADMINISTRATION								
1013501	5111	SALARY-FT	2,008.27	.00	.00	.00	.00	.00	
1013501	5112	SALARY-PT	868.10	.00	.00	.00	.00	.00	
1013501	5113	OVERTIME	93.15	.00	.00	.00	.00	.00	
1013501	5116	FRINGE BEN	-1,127.86	.00	.00	.00	.00	.00	
1013501	5117	RETIR CNTR	225.98	.00	.00	.00	.00	.00	
1013501	5119	UAL PERS	656.57	.00	.00	.00	.00	.00	
1013501	5121	SAL-SW FR	231,672.87	.00	.00	.00	.00	.00	
1013501	5123	OT-SW FIRE	11,539.00	.00	.00	.00	.00	.00	
1013501	5126	FRG B-S FR	9,116.91	.00	.00	.00	.00	.00	
1013501	5127	RT CNTR/SW	5,452.65	.00	.00	.00	.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

GENERAL FUND			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
1013501	5129	UAL PERS-S	1,322,060.12	.00	.00	.00	.00	.00	
1013501	5213	DUES&SUBSC	48.00	.00	.00	.00	.00	.00	
1013501	5215	TRNG/CONF	68.46	.00	.00	.00	.00	.00	
1013501	5216	OFFIC SUPP	44.21	.00	.00	.00	.00	.00	
1013501	5217	OTHER SUPP	289.91	.00	.00	.00	.00	.00	
1013501	5218	UNIFRM EXP	1,261.71	.00	.00	.00	.00	.00	
1013501	5220	FUEL USAGE	22,515.42	.00	.00	27,921.85	35,870.00	.00	
1013501	5241	UTL-ELECTR	1,050.76	.00	.00	.00	.00	.00	
1013501	5252	PROF SVS	-824.95	.00	.00	.00	.00	.00	
1013501	5253	CONTRC SVS	150.94	.00	.00	.00	.00	.00	
1013501	5258	OTHER SVS	21,515.02	.00	.00	30,460.75	9,000.00	.00	
1013501	5273	WK CMP CHG	37,378.00	.00	.00	.00	.00	.00	
1013501	5274	UNEMPL CHG	3,162.00	.00	.00	.00	.00	.00	
1013501	5275	LT DIS CHG	3,183.00	.00	.00	.00	.00	.00	
1013501	5276	LIAB CHG	55,763.00	.00	.00	.00	.00	.00	
1013501	5277	LOSS PREV	3,348.00	.00	.00	.00	.00	.00	
1013501	5297	OTHR EXP	166,358.29	.00	.00	.00	.00	.00	
1013501	5421	LEASE PRIN	3,272.62	.00	.00	.00	.00	.00	
1013501	5422	LEASE INT	227.81	.00	.00	.00	.00	.00	
TOTAL FIRE ADMINISTRATION			1,901,377.96	.00	.00	58,382.60	44,870.00	.00	
1013511	FIRE STATION I								
1013511	5116	FRINGE BEN	274.75	.00	.00	.00	.00	.00	
1013511	5121	SAL-SW FR	64,878.08	.00	.00	.00	.00	.00	
1013511	5123	OT-SW FIRE	37,476.73	.00	.00	.00	.00	.00	
1013511	5126	FRG B-S FR	5,787.92	.00	.00	.00	.00	.00	
1013511	5127	RT CNTR/SW	8,306.16	.00	.00	.00	.00	.00	
1013511	5129	UAL PERS-S	11,193.47	.00	.00	.00	.00	.00	
1013511	5216	OFFIC SUPP	15.00	.00	.00	.00	.00	.00	
1013511	5220	FUEL USAGE	382.34	.00	.00	.00	.00	.00	
1013511	5241	UTL-ELECTR	5,088.31	.00	.00	.00	.00	.00	
1013511	5242	UTL-GAS	947.54	.00	.00	.00	.00	.00	
1013511	5246	MAINT-EQP	206.65	.00	.00	.00	.00	.00	
TOTAL FIRE STATION I			134,556.95	.00	.00	.00	.00	.00	
1013512	FIRE STATION II								
1013512	5116	FRINGE BEN	114.17	.00	.00	.00	.00	.00	
1013512	5121	SAL-SW FR	153,549.48	.00	.00	.00	.00	.00	
1013512	5123	OT-SW FIRE	45,117.48	.00	.00	.00	.00	.00	
1013512	5126	FRG B-S FR	9,502.80	.00	.00	.00	.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

GENERAL FUND			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
1013512	5127	RT CNTR/SW	12,155.91	.00	.00	.00	.00	.00	
1013512	5129	UAL PERS-S	15,291.88	.00	.00	.00	.00	.00	
1013512	5220	FUEL USAGE	134.30	.00	.00	.00	.00	.00	
1013512	5223	INFO SYS	111,028.00	.00	.00	.00	.00	.00	
1013512	5224	VEH CHRG	114,899.00	.00	.00	.00	.00	.00	
1013512	5225	BLDG MT&OP	36,134.00	15,000.00	15,000.00	13,750.00	15,000.00	4,600.00	
1013512	5241	UTL-ELECTR	2,769.03	.00	.00	1,602.97	1,750.00	.00	
1013512	5242	UTL-GAS	354.58	.00	.00	245.42	270.00	.00	
1013512	5245	MAINT-BLDG	.00	.00	50,000.00	.00	50,000.00	.00	
1013512	5528	IMPRV BLD	.00	.00	50,000.00	.00	50,000.00	.00	
TOTAL FIRE STATION II			501,050.63	15,000.00	115,000.00	15,598.39	117,020.00	4,600.00	
1013513	FIRE STATION III								
1013513	5121	SAL-SW FR	85,897.80	.00	.00	.00	.00	.00	
1013513	5123	OT-SW FIRE	41,137.44	.00	.00	.00	.00	.00	
1013513	5126	FRG B-S FR	10,571.47	.00	.00	.00	.00	.00	
1013513	5127	RT CNTR/SW	11,064.29	.00	.00	.00	.00	.00	
1013513	5129	UAL PERS-S	13,054.11	.00	.00	.00	.00	.00	
1013513	5241	UTL-ELECTR	20,483.55	21,000.00	21,000.00	5,913.84	21,000.00	.00	
1013513	5242	UTL-GAS	100.53	.00	.00	.00	.00	.00	
TOTAL FIRE STATION III			182,309.19	21,000.00	21,000.00	5,913.84	21,000.00	.00	
1013514	FIRE STATION IV								
1013514	5116	FRINGE BEN	1,693.74	.00	.00	.00	.00	.00	
1013514	5121	SAL-SW FR	70,980.91	.00	.00	8,312.00	.00	.00	
1013514	5123	OT-SW FIRE	26,668.55	.00	.00	.00	.00	.00	
1013514	5126	FRG B-S FR	5,749.08	.00	.00	120.52	.00	.00	
1013514	5127	RT CNTR/SW	9,701.32	.00	.00	.00	.00	.00	
1013514	5129	UAL PERS-S	13,949.86	.00	.00	.00	.00	.00	
1013514	5233	OTHR EQUIP	299.54	.00	.00	.00	.00	.00	
1013514	5242	UTL-GAS	198.42	.00	.00	.00	.00	.00	
1013514	5246	MAINT-EQP	230.00	.00	.00	.00	.00	.00	
TOTAL FIRE STATION IV			129,471.42	.00	.00	8,432.52	.00	.00	
1013515	EMERGENCY MEDICAL SERVICES								
1013515	5117	RETIR CNTR	500.00	.00	.00	.00	.00	.00	
1013515	5217	OTHER SUPP	255.20	.00	.00	.00	.00	.00	
1013515	5252	PROF SVS	85.73	.00	.00	.00	.00	.00	

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ACCOUNTS FOR:

GENERAL FUND			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
TOTAL EMERGENCY MEDICAL SERV			840.93	.00	.00	.00	.00	.00	
1013516	SPECIAL OPERATIONS								
1013516	5213	DUES&SUBSC	12.00	.00	.00	.00	.00	.00	
TOTAL SPECIAL OPERATIONS			12.00	.00	.00	.00	.00	.00	
1013517	AIR AMBULANCE								
1013517	5111	SALARY-FT	52,349.77	.00	.00	.00	.00	.00	
1013517	5113	OVERTIME	16,022.93	.00	.00	.00	.00	.00	
1013517	5116	FRINGE BEN	6,609.20	.00	.00	.00	.00	.00	
1013517	5117	RETIR CNTR	2,228.96	.00	.00	.00	.00	.00	
1013517	5119	UAL PERS	8,973.76	.00	.00	.00	.00	.00	
1013517	5123	OT-SW FIRE	5,202.27	.00	.00	.00	.00	.00	
1013517	5126	FRG B-S FR	451.99	.00	.00	.00	.00	.00	
1013517	5246	MAINT-EQP	147.72	.00	.00	.00	.00	.00	
1013517	5253	CONTRC SVS	88,886.84	.00	.00	.00	.00	.00	
TOTAL AIR AMBULANCE			180,873.44	.00	.00	.00	.00	.00	
1013518	HISTORIC FIRE STATION								
1013518	5225	BLDG MT&OP	23,604.00	22,740.00	22,740.00	20,845.00	22,740.00	14,540.00	
1013518	5243	UTL-TELEPH	.00	.00	.00	1,214.88	1,220.00	.00	
TOTAL HISTORIC FIRE STATION			23,604.00	22,740.00	22,740.00	22,059.88	23,960.00	14,540.00	
1013521	FIRE PREVENTION								
1013521	5111	SALARY-FT	3,518.49	.00	.00	.00	.00	.00	
1013521	5116	FRINGE BEN	2,275.31	.00	.00	.00	.00	.00	
1013521	5117	RETIR CNTR	897.32	.00	.00	.00	.00	.00	
1013521	5119	UAL PERS	1,394.80	.00	.00	.00	.00	.00	
1013521	5121	SAL-SW FR	20,878.59	.00	.00	.00	.00	.00	
1013521	5126	FRG B-S FR	302.78	.00	.00	.00	.00	.00	
1013521	5220	FUEL USAGE	33.03	.00	.00	.00	.00	.00	
1013521	5252	PROF SVS	4,342.50	.00	.00	.00	.00	.00	
TOTAL FIRE PREVENTION			33,642.82	.00	.00	.00	.00	.00	
1013522	FIRE TRAINING								
1013522	5123	OT-SW FIRE	87.60	.00	.00	.00	.00	.00	

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ACCOUNTS FOR:

GENERAL FUND				2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
1013522	5126		FRG B-S FR	9.12	.00	.00	.00	.00	.00	
TOTAL FIRE TRAINING				96.72	.00	.00	.00	.00	.00	
1014201	RECREATION ADMINISTRATION									
1014201	5110		BUY BACKS	3,280.94	12,000.00	12,000.00	3,447.04	6,900.00	5,330.00	
1014201	5111		SALARY-FT	265,502.15	233,160.00	233,160.00	223,832.46	240,200.00	241,750.00	
1014201	5112		SALARY-PT	10,290.05	36,800.00	36,800.00	29,741.65	36,800.00	36,800.00	
1014201	5112	20101	SALARY-PT	217.65	.00	.00	1,444.73	.00	.00	
1014201	5112	20103	SALARY-PT	.00	.00	.00	61.06	.00	.00	
1014201	5112	20402	SALARY-PT	88.64	.00	.00	196.67	.00	.00	
1014201	5112	20619	SALARY-PT	.00	.00	.00	75.05	.00	.00	
1014201	5113		OVERTIME	587.17	1,000.00	1,000.00	998.09	1,000.00	1,000.00	
1014201	5116		FRINGE BEN	43,754.07	70,170.00	70,170.00	42,864.76	44,550.00	70,690.00	
1014201	5116	20101	FRINGE BEN	3.15	.00	.00	20.97	.00	.00	
1014201	5116	20402	FRINGE BEN	1.29	.00	.00	2.86	.00	.00	
1014201	5116	20619	FRINGE BEN	.00	.00	.00	1.09	.00	.00	
1014201	5117		RETIR CNTR	25,665.59	28,100.00	28,100.00	22,207.30	23,710.00	29,180.00	
1014201	5117	20101	RETIR CNTR	22.31	.00	.00	151.13	.00	.00	
1014201	5117	20619	RETIR CNTR	.00	.00	.00	7.85	.00	.00	
1014201	5119		UAL PERS	61,480.87	38,150.00	38,150.00	32,665.87	38,150.00	44,450.00	
1014201	5119	20101	UAL PERS	49.15	.00	.00	381.48	.00	.00	
1014201	5119	20619	UAL PERS	.00	.00	.00	19.82	.00	.00	
1014201	5211		POSTAGE	4,495.54	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	
1014201	5212		ADVERTISNG	10.00	.00	.00	.00	.00	.00	
1014201	5213		DUES&SUBSC	334.99	2,440.00	2,440.00	1,427.16	2,440.00	2,440.00	
1014201	5215		TRNG/CONF	1,720.24	2,600.00	2,600.00	2,458.62	2,550.00	3,600.00	
1014201	5216		OFFIC SUPP	2,580.33	2,500.00	2,500.00	1,008.65	2,500.00	2,500.00	
1014201	5217		OTHER SUPP	2,780.69	8,550.00	8,550.00	1,727.20	7,700.00	3,000.00	
1014201	5217	20101	OTHER SUPP	586.41	.00	.00	650.00	.00	.00	
1014201	5217	20102	OTHER SUPP	.00	.00	.00	12.82	.00	.00	
1014201	5217	20103	OTHER SUPP	.00	.00	.00	184.87	.00	.00	
1014201	5217	54130	OTHER SUPP	69.14	.00	.00	.00	.00	.00	
1014201	5219		PERM/LC/FE	694.00	.00	.00	711.00	.00	.00	
1014201	5220		FUEL USAGE	728.90	1,500.00	1,500.00	1,195.29	100.00	100.00	
1014201	5221		MILE REIMB	.00	.00	.00	.00	100.00	100.00	
1014201	5223		INFO SYS	47,851.00	46,960.00	46,960.00	43,043.00	46,960.00	54,920.00	
1014201	5224		VEH CHRG	3,658.00	4,790.00	4,790.00	4,389.00	4,790.00	41,560.00	
1014201	5231		FURN&OFFC	484.88	.00	.00	5,006.38	.00	.00	
1014201	5233		OTHR EQUIP	210.11	.00	.00	.00	.00	.00	
1014201	5236		RENT	.00	.00	.00	1,283.04	1,500.00	1,600.00	
1014201	5241		UTL-ELECTR	23,728.47	33,000.00	33,000.00	9,924.36	12,800.00	13,000.00	
1014201	5242		UTL-GAS	397.98	1,000.00	1,000.00	315.75	350.00	350.00	

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ACCOUNTS FOR:

GENERAL FUND				2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
1014201	5255		BANKNG SVS	25,989.38	18,000.00	18,000.00	22,351.73	26,000.00	26,000.00	
1014201	5258		OTHER SVS	14,772.11	24,050.00	29,526.00	26,503.23	24,250.00	25,050.00	
1014201	5273		WK CMP CHG	28,865.00	25,080.00	25,080.00	22,990.00	25,080.00	27,100.00	
1014201	5274		UNEMPL CHG	2,442.00	2,090.00	2,090.00	1,914.00	2,090.00	2,180.00	
1014201	5275		LT DIS CHG	2,458.00	2,090.00	2,090.00	1,914.00	2,090.00	2,180.00	
1014201	5276		LIAB CHG	43,063.00	38,940.00	38,940.00	35,695.00	38,940.00	40,310.00	
1014201	5277		LOSS PREV	2,585.00	2,370.00	2,370.00	2,178.00	2,370.00	2,230.00	
TOTAL RECREATION ADMINISTRAT				621,448.20	641,340.00	646,816.00	551,002.98	599,920.00	683,420.00	
1014202	RECREATION CLASSES									
1014202	5112		SALARY-PT	1,015.64	.00	.00	514.00	1,000.00	.00	
1014202	5116		FRINGE BEN	14.73	.00	.00	7.44	20.00	.00	
1014202	5117		RETIR CNTR	69.97	.00	.00	46.52	70.00	.00	
1014202	5119		UAL PERS	196.50	.00	.00	98.41	140.00	.00	
1014202	5211		POSTAGE	.00	.00	.00	.00	100.00	100.00	
1014202	5216		OFFIC SUPP	4.30	.00	.00	.00	.00	.00	
1014202	5217		OTHER SUPP	6,063.11	3,000.00	1,500.00	.00	3,200.00	3,200.00	
1014202	5217	20401	OTHER SUPP	250.39	.00	.00	.00	.00	.00	
1014202	5219		PERM/LC/FE	680.00	.00	.00	.00	.00	.00	
1014202	5231		FURN&OFFC	.00	.00	.00	107.74	.00	.00	
1014202	5253		CONTRC SVS	156,085.75	175,000.00	170,000.00	168,529.21	185,000.00	185,000.00	
1014202	5258		OTHER SVS	20,162.49	22,500.00	27,500.00	27,500.00	38,500.00	38,500.00	
1014202	5258	20618	OTHER SVS	5,000.00	.00	.00	.00	.00	.00	
TOTAL RECREATION CLASSES				189,542.88	200,500.00	199,000.00	196,803.32	228,030.00	226,800.00	
1014203	RECREATION FACILITIES									
1014203	5217		OTHER SUPP	1,178.73	1,650.00	1,650.00	31.22	1,050.00	1,650.00	
1014203	5223		INFO SYS	1,200.00	.00	.00	.00	.00	.00	
1014203	5225		BLDG MT&OP	104,579.00	96,130.00	96,130.00	88,121.00	96,130.00	125,290.00	
1014203	5253		CONTRC SVS	.00	2,000.00	.00	.00	2,000.00	2,000.00	
TOTAL RECREATION FACILITIES				106,957.73	99,780.00	97,780.00	88,152.22	99,180.00	128,940.00	
1014204	YOUTH PROGRAMS/SPORTS									
1014204	5112		SALARY-PT	6,682.58	83,000.00	83,000.00	6,204.95	83,000.00	83,000.00	
1014204	5112	20401	SALARY-PT	31,291.07	.00	.00	15,758.92	.00	.00	
1014204	5112	20402	SALARY-PT	78.24	.00	.00	3,763.96	.00	.00	
1014204	5112	20403	SALARY-PT	210.52	.00	.00	31,092.91	.00	.00	
1014204	5116		FRINGE BEN	103.68	1,200.00	1,200.00	82.56	1,050.00	1,200.00	

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ACCOUNTS FOR:

GENERAL FUND				2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
1014204	5116	20401	FRINGE BEN	446.93	.00	.00	228.52	.00	.00	
1014204	5116	20402	FRINGE BEN	1.14	.00	.00	54.61	.00	.00	
1014204	5116	20403	FRINGE BEN	3.06	.00	.00	450.85	.00	.00	
1014204	5117		RETIR CNTR	362.10	.00	.00	402.05	1,770.00	.00	
1014204	5117	20402	RETIR CNTR	.00	.00	.00	125.63	.00	.00	
1014204	5117	20403	RETIR CNTR	.00	.00	.00	1,287.47	.00	.00	
1014204	5119		UAL PERS	3,452.97	.00	.00	575.47	.00	.00	
1014204	5213		DUES&SUBSC	140.00	.00	.00	221.00	.00	.00	
1014204	5213	20402	DUES&SUBSC	420.00	.00	.00	.00	.00	.00	
1014204	5215		TRNG/CONF	300.00	2,750.00	1,750.00	.00	2,040.00	4,050.00	
1014204	5215	20401	TRNG/CONF	1,058.00	.00	.00	172.63	.00	.00	
1014204	5215	20402	TRNG/CONF	.00	.00	.00	349.75	.00	.00	
1014204	5216		OFFIC SUPP	.00	.00	.00	19.91	.00	.00	
1014204	5217		OTHER SUPP	3,544.55	12,350.00	10,150.00	1,651.75	10,620.00	13,850.00	
1014204	5217	20401	OTHER SUPP	2,397.84	.00	.00	965.55	.00	.00	
1014204	5217	20402	OTHER SUPP	4,700.90	.00	.00	4,562.33	.00	.00	
1014204	5217	20403	OTHER SUPP	168.29	.00	.00	444.52	.00	.00	
1014204	5218	20401	UNIFRM EXP	732.49	.00	.00	.00	.00	.00	
1014204	5222		PRINTING	.00	.00	.00	.00	3,000.00	3,000.00	
1014204	5222	20402	PRINTING	.00	.00	.00	287.34	.00	.00	
1014204	5258		OTHER SVS	224.49	4,500.00	18,600.00	5,900.00	10,900.00	13,500.00	
1014204	5258	20401	OTHER SVS	9,360.00	.00	.00	11,745.00	.00	.00	
1014204	5258	20402	OTHER SVS	882.48	.00	.00	869.93	.00	.00	
1014204	5258	20403	OTHER SVS	1,049.34	.00	.00	.00	.00	.00	
TOTAL YOUTH PROGRAMS/SPORTS				67,610.67	103,800.00	114,700.00	87,217.61	112,380.00	118,600.00	
1014205	SENIOR CENTER									
1014205	5110		BUY BACKS	.00	3,200.00	3,200.00	.00	.00	.00	
1014205	5111		SALARY-FT	21,302.09	69,860.00	69,860.00	69,093.26	75,720.00	71,420.00	
1014205	5112		SALARY-PT	56,406.94	66,000.00	66,000.00	64,717.82	73,940.00	66,000.00	
1014205	5113		OVERTIME	14.28	.00	.00	25.21	60.00	.00	
1014205	5116		FRINGE BEN	6,811.36	21,590.00	21,590.00	13,420.34	13,880.00	21,640.00	
1014205	5117		RETIR CNTR	6,626.61	7,800.00	7,800.00	11,725.65	12,770.00	8,230.00	
1014205	5119		UAL PERS	17,539.48	13,810.00	13,810.00	24,478.49	26,700.00	17,180.00	
1014205	5213		DUES&SUBSC	.00	.00	.00	14.00	.00	.00	
1014205	5215		TRNG/CONF	.00	.00	.00	100.10	300.00	300.00	
1014205	5216		OFFIC SUPP	742.54	1,000.00	1,000.00	801.44	1,000.00	1,000.00	
1014205	5217		OTHER SUPP	3,861.38	6,000.00	6,000.00	2,137.74	6,000.00	8,400.00	
1014205	5217	20542	OTHER SUPP	406.53	.00	.00	373.91	.00	.00	
1014205	5217	20543	OTHER SUPP	1,075.52	.00	.00	2,835.89	.00	.00	
1014205	5223		INFO SYS	41,431.00	29,280.00	29,280.00	26,840.00	29,280.00	37,010.00	
1014205	5225		BLDG MT&OP	120,688.00	96,620.00	96,620.00	88,572.00	96,620.00	46,040.00	

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ACCOUNTS FOR:

GENERAL FUND				2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
1014205	5231		FURN&OFFC	.00	.00	.00	.00	1,000.00	1,000.00	
1014205	5233		OTHR EQUIP	2,043.84	.00	.00	205.39	.00	.00	
1014205	5241		UTL-ELECTR	27,494.64	42,000.00	42,000.00	15,109.43	28,000.00	28,000.00	
1014205	5242		UTL-GAS	2,827.31	3,500.00	3,500.00	4,223.58	3,000.00	3,000.00	
1014205	5258		OTHER SVS	.00	2,700.00	2,700.00	.00	2,800.00	2,800.00	
1014205	5258	20542	OTHER SVS	.00	.00	.00	375.00	.00	.00	
1014205	5258	20543	OTHER SVS	900.00	.00	.00	900.00	.00	.00	
TOTAL SENIOR CENTER				310,171.52	363,360.00	363,360.00	325,949.25	371,070.00	312,020.00	
1014206	SPECIAL EVENTS									
1014206	5112		SALARY-PT	1,448.01	4,700.00	4,700.00	251.54	10,000.00	4,700.00	
1014206	5112	20611	SALARY-PT	819.84	.00	.00	838.36	.00	.00	
1014206	5112	20612	SALARY-PT	.00	.00	.00	662.27	.00	.00	
1014206	5112	20613	SALARY-PT	.00	.00	.00	575.84	.00	.00	
1014206	5112	20614	SALARY-PT	.00	.00	.00	105.07	.00	.00	
1014206	5112	20616	SALARY-PT	.00	.00	.00	3,653.31	.00	.00	
1014206	5112	20617	SALARY-PT	1,014.10	.00	.00	.00	.00	.00	
1014206	5112	20618	SALARY-PT	.00	.00	.00	1,213.72	.00	.00	
1014206	5112	20620	SALARY-PT	733.46	.00	.00	732.50	.00	.00	
1014206	5112	20621	SALARY-PT	.00	.00	.00	889.44	.00	.00	
1014206	5112	50102	SALARY-PT	1,184.34	.00	.00	902.35	.00	.00	
1014206	5113		OVERTIME	435.79	1,000.00	1,000.00	.00	1,000.00	1,000.00	
1014206	5113	20611	OVERTIME	.00	.00	.00	484.24	.00	.00	
1014206	5113	50102	OVERTIME	664.55	.00	.00	.00	.00	.00	
1014206	5116		FRINGE BEN	105.19	70.00	70.00	3.65	350.00	70.00	
1014206	5116	20611	FRINGE BEN	11.89	.00	.00	89.27	.00	.00	
1014206	5116	20612	FRINGE BEN	.00	.00	.00	9.61	.00	.00	
1014206	5116	20613	FRINGE BEN	.00	.00	.00	8.33	.00	.00	
1014206	5116	20614	FRINGE BEN	.00	.00	.00	1.52	.00	.00	
1014206	5116	20616	FRINGE BEN	.00	.00	.00	52.97	.00	.00	
1014206	5116	20617	FRINGE BEN	14.70	.00	.00	.00	.00	.00	
1014206	5116	20620	FRINGE BEN	10.65	.00	.00	10.62	.00	.00	
1014206	5116	20621	FRINGE BEN	.00	.00	.00	12.88	.00	.00	
1014206	5116	50102	FRINGE BEN	129.48	.00	.00	13.08	.00	.00	
1014206	5117		RETIR CNTR	112.98	.00	.00	.00	770.00	.00	
1014206	5117	20611	RETIR CNTR	9.75	.00	.00	63.95	.00	.00	
1014206	5117	20612	RETIR CNTR	.00	.00	.00	32.18	.00	.00	
1014206	5117	20613	RETIR CNTR	.00	.00	.00	35.39	.00	.00	
1014206	5117	20614	RETIR CNTR	.00	.00	.00	10.99	.00	.00	
1014206	5117	20616	RETIR CNTR	.00	.00	.00	236.72	.00	.00	
1014206	5117	20617	RETIR CNTR	64.63	.00	.00	.00	.00	.00	
1014206	5117	20620	RETIR CNTR	38.84	.00	.00	39.57	.00	.00	

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ACCOUNTS FOR:

GENERAL FUND				2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
1014206	5117	20621	RETIR CNTR	.00	.00	.00	30.17	.00	.00	
1014206	5119		UAL PERS	679.52	.00	.00	.00	1,620.00	.00	
1014206	5119	20611	UAL PERS	.00	.00	.00	103.05	.00	.00	
1014206	5119	20612	UAL PERS	.00	.00	.00	81.25	.00	.00	
1014206	5119	20613	UAL PERS	.00	.00	.00	55.70	.00	.00	
1014206	5119	20614	UAL PERS	.00	.00	.00	27.74	.00	.00	
1014206	5119	20616	UAL PERS	.00	.00	.00	597.49	.00	.00	
1014206	5119	20617	UAL PERS	52.01	.00	.00	.00	.00	.00	
1014206	5119	20620	UAL PERS	64.31	.00	.00	93.43	.00	.00	
1014206	5133	50102	OT-SW PD	15,181.10	.00	.00	17,110.22	.00	.00	
1014206	5136	50102	FRG B-S PD	2,030.92	.00	.00	2,220.56	.00	.00	
1014206	5211		POSTAGE	39.20	.00	.00	.00	.00	.00	
1014206	5211	20614	POSTAGE	.00	.00	.00	101.75	.00	.00	
1014206	5212		ADVERTISNG	140.00	.00	.00	.00	1,550.00	1,700.00	
1014206	5212	20611	ADVERTISNG	.00	.00	.00	121.87	.00	.00	
1014206	5217		OTHER SUPP	3,313.62	22,500.00	22,500.00	175.43	25,000.00	39,400.00	
1014206	5217	20543	OTHER SUPP	53.83	.00	.00	.00	.00	.00	
1014206	5217	20611	OTHER SUPP	2,006.39	.00	.00	3,194.28	.00	.00	
1014206	5217	20612	OTHER SUPP	.00	.00	.00	265.90	.00	.00	
1014206	5217	20613	OTHER SUPP	.00	.00	.00	1,722.91	.00	.00	
1014206	5217	20614	OTHER SUPP	292.44	.00	.00	300.83	.00	.00	
1014206	5217	20616	OTHER SUPP	.00	.00	.00	214.97	.00	.00	
1014206	5217	20617	OTHER SUPP	148.94	.00	.00	75.19	.00	.00	
1014206	5217	20618	OTHER SUPP	.00	.00	.00	4,427.94	.00	.00	
1014206	5217	20619	OTHER SUPP	80.03	.00	.00	837.36	.00	.00	
1014206	5217	20620	OTHER SUPP	745.92	.00	.00	436.71	.00	.00	
1014206	5217	20621	OTHER SUPP	.00	.00	.00	8,228.20	.00	.00	
1014206	5219		PERM/LC/FE	742.00	.00	.00	.00	900.00	900.00	
1014206	5219	20613	PERM/LC/FE	.00	.00	.00	484.00	.00	.00	
1014206	5219	20621	PERM/LC/FE	.00	.00	.00	51.00	.00	.00	
1014206	5222	20613	PRINTING	.00	.00	.00	287.33	900.00	1,500.00	
1014206	5222	20621	PRINTING	.00	.00	.00	287.33	.00	.00	
1014206	5233		OTHR EQUIP	323.25	.00	.00	.00	.00	.00	
1014206	5233	20611	OTHR EQUIP	721.91	.00	.00	.00	.00	.00	
1014206	5234		OTH EQ RNT	195.00	.00	.00	.00	300.00	500.00	
1014206	5234	20617	OTH EQ RNT	.00	.00	.00	375.00	.00	.00	
1014206	5234	20620	OTH EQ RNT	219.00	.00	.00	475.00	.00	.00	
1014206	5258		OTHER SVS	1,218.47	17,400.00	17,400.00	1,400.00	13,000.00	13,500.00	
1014206	5258	20611	OTHER SVS	718.74	.00	.00	2,055.50	.00	.00	
1014206	5258	20617	OTHER SVS	4,080.00	.00	.00	3,600.00	.00	.00	
1014206	5258	20620	OTHER SVS	847.16	.00	.00	135.77	.00	.00	
1014206	5258	20621	OTHER SVS	.00	.00	.00	5,000.00	.00	.00	
TOTAL SPECIAL EVENTS				40,691.96	45,670.00	45,670.00	65,503.25	55,390.00	63,270.00	
1014207	COMMUNITY OUTREACH SERVICES									
1014207	5112		SALARY-PT	7,743.77	39,500.00	39,500.00	9,980.69	39,500.00	39,500.00	

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ACCOUNTS FOR:

GENERAL FUND				2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
1014207	5112	20731	SALARY-PT	8,072.28	.00	.00	35,282.46	.00	.00	
1014207	5116		FRINGE BEN	108.83	570.00	570.00	144.68	350.00	570.00	
1014207	5116	20731	FRINGE BEN	117.06	.00	.00	511.68	.00	.00	
1014207	5117		RETIR CNTR	201.47	.00	.00	690.37	750.00	.00	
1014207	5117	20731	RETIR CNTR	316.97	.00	.00	1,471.96	.00	.00	
1014207	5119		UAL PERS	1,768.90	.00	.00	400.99	1,470.00	.00	
1014207	5119	20731	UAL PERS	698.30	.00	.00	3,366.99	.00	.00	
1014207	5215		TRNG/CONF	.00	.00	.00	.00	550.00	550.00	
1014207	5217		OTHER SUPP	1,029.59	4,000.00	4,000.00	.00	4,000.00	4,000.00	
1014207	5217	20731	OTHER SUPP	1,919.32	.00	.00	1,250.24	.00	.00	
1014207	5217	20732	OTHER SUPP	282.17	.00	.00	1,558.53	.00	.00	
1014207	5217	20733	OTHER SUPP	57.17	.00	.00	.00	.00	.00	
1014207	5221		MILE REIMB	.00	.00	.00	109.55	200.00	200.00	
1014207	5221	20731	MILE REIMB	.00	.00	.00	76.85	.00	.00	
1014207	5236		RENT	.00	.00	.00	.00	1,200.00	1,400.00	
1014207	5258		OTHER SVS	589.74	1,450.00	1,450.00	136.43	1,500.00	1,500.00	
1014207	5258	20731	OTHER SVS	1,449.95	.00	.00	1,344.48	.00	.00	
TOTAL COMMUNITY OUTREACH SER				24,355.52	45,520.00	45,520.00	56,325.90	49,520.00	47,720.00	
1014208	ACCESS									
1014208	5111		SALARY-FT	153.85	.00	.00	.00	.00	.00	
1014208	5116		FRINGE BEN	29.46	.00	.00	.00	.00	.00	
1014208	5117		RETIR CNTR	36.38	.00	.00	.00	.00	.00	
TOTAL ACCESS				219.69	.00	.00	.00	.00	.00	
1014210	LANDECENA CENTER									
1014210	5217		OTHER SUPP	.00	4,230.00	4,230.00	.00	225.00	230.00	
1014210	5223		INFO SYS	4,800.00	4,460.00	4,460.00	4,092.00	4,460.00	6,430.00	
1014210	5225		BLDG MT&OP	14,472.00	44,070.00	44,070.00	40,403.00	44,070.00	18,240.00	
1014210	5241		UTL-ELECTR	11,961.43	12,840.00	12,840.00	6,022.70	12,000.00	12,000.00	
TOTAL LANDECENA CENTER				31,233.43	65,600.00	65,600.00	50,517.70	60,755.00	36,900.00	
1014402	CARNEGIE LIBRARY									
1014402	5223		INFO SYS	11,834.00	2,230.00	2,230.00	2,046.00	2,230.00	3,500.00	
1014402	5225		BLDG MT&OP	41,540.00	58,060.00	58,060.00	53,218.00	58,060.00	79,760.00	
1014402	5241		UTL-ELECTR	10,278.09	12,000.00	12,000.00	8,702.88	10,300.00	10,300.00	
1014402	5258		OTHER SVS	.00	400.00	400.00	.00	400.00	400.00	
TOTAL CARNEGIE LIBRARY				63,652.09	72,690.00	72,690.00	63,966.88	70,990.00	93,960.00	
1014409	PASSPORTS									
1014409	5112		SALARY-PT	19,111.16	16,500.00	16,500.00	11,365.46	16,500.00	16,500.00	

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ACCOUNTS FOR:

GENERAL FUND			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
1014409	5116	FRINGE BEN	277.11	240.00	240.00	164.79	200.00	240.00	
1014409	5117	RETIR CNTR	955.74	.00	.00	142.35	220.00	.00	
1014409	5119	UAL PERS	3,692.85	.00	.00	312.45	540.00	.00	
1014409	5211	POSTAGE	.00	2,000.00	500.00	.00	2,000.00	2,000.00	
1014409	5216	OFFIC SUPP	209.71	850.00	850.00	.00	850.00	850.00	
1014409	5217	OTHER SUPP	177.76	.00	.00	.00	.00	.00	
TOTAL PASSPORTS			24,424.33	19,590.00	18,090.00	11,985.05	20,310.00	19,590.00	
1015201	PUBLIC WORKS ADMINISTRATION								
1015201	5110	BUY BACKS	1,964.57	24,600.00	24,600.00	1,964.57	3,930.00	11,220.00	
1015201	5111	SALARY-FT	53,414.53	50,890.00	50,890.00	49,682.98	54,310.00	47,050.00	
1015201	5112	SALARY-PT	6,909.33	11,530.00	11,530.00	10,945.41	11,970.00	13,000.00	
1015201	5113	OVERTIME	47.66	.00	.00	119.63	.00	.00	
1015201	5116	FRINGE BEN	8,456.79	14,910.00	14,910.00	10,062.16	9,940.00	13,440.00	
1015201	5117	RETIR CNTR	5,603.93	5,710.00	5,710.00	4,833.80	5,240.00	5,360.00	
1015201	5119	UAL PERS	13,701.22	9,680.00	9,680.00	8,767.26	9,680.00	11,820.00	
1015201	5213	DUES&SUBSC	3,830.88	3,240.00	3,240.00	1,693.88	3,240.00	3,500.00	
1015201	5215	TRNG/CONF	2,926.53	1,700.00	1,700.00	3,740.55	1,700.00	9,000.00	
1015201	5216	OFFIC SUPP	2,445.52	2,700.00	2,700.00	2,394.86	2,700.00	3,000.00	
1015201	5217	OTHER SUPP	2,746.22	5,300.00	5,300.00	3,252.70	5,300.00	5,000.00	
1015201	5218	UNIFRM EXP	1,869.62	3,000.00	3,000.00	2,616.05	3,000.00	3,000.00	
1015201	5219	PERM/LC/FE	.00	.00	.00	200.00	200.00	200.00	
1015201	5220	FUEL USAGE	4,160.74	4,000.00	4,000.00	3,409.48	4,000.00	4,000.00	
1015201	5220 13281	FUEL USAGE	-2,032.55	.00	.00	-3,346.40	.00	.00	
1015201	5222	PRNT/MAIL	315.98	.00	.00	574.26	580.00	580.00	
1015201	5223	INFO SYS	101,525.00	75,980.00	75,980.00	69,652.00	75,980.00	131,060.00	
1015201	5224	VEH CHRG	35,797.00	3,650.00	3,650.00	3,344.00	3,650.00	14,230.00	
1015201	5225	BLDG MT&OP	53,131.00	64,790.00	64,790.00	59,389.00	64,790.00	61,040.00	
1015201	5233	OTHR EQUIP	140.16	.00	.00	118.51	.00	.00	
1015201	5241	UTL-ELECTR	21,582.21	26,000.00	26,000.00	5,913.87	15,000.00	15,000.00	
1015201	5242	UTL-GAS	551.66	500.00	500.00	836.05	750.00	800.00	
1015201	5246	MAINT-EQP	.00	.00	.00	60.00	.00	.00	
1015201	5253 20815	CONTRC SVS	.00	.00	.00	.00	.00	20,000.00	
1015201	5258	OTHER SVS	884.50	800.00	800.00	1,063.57	1,200.00	1,200.00	
1015201	5273	WK CMP CHG	127,712.00	126,300.00	126,300.00	115,775.00	126,300.00	130,660.00	
1015201	5274	UNEMPL CHG	10,803.00	10,530.00	10,530.00	9,658.00	10,530.00	10,540.00	
1015201	5275	LT DIS CHG	10,877.00	10,530.00	10,530.00	9,658.00	10,530.00	10,520.00	
1015201	5276	LIAB CHG	190,530.00	196,100.00	196,100.00	179,762.00	196,100.00	194,350.00	
1015201	5277	LOSS PREV	11,439.00	11,930.00	11,930.00	10,958.00	11,930.00	10,750.00	
1015201	5290	LATE CHARG	.00	.00	.00	14.95	20.00	.00	
TOTAL PUBLIC WORKS ADMINISTR			671,333.50	664,370.00	664,370.00	567,114.14	632,570.00	730,320.00	
1015301	ENGINEERING ADMINISTRATION								
1015301	5110	BUY BACKS	8,025.09	.00	.00	5,435.31	10,880.00	.00	

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ACCOUNTS FOR:

GENERAL FUND			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
1015301	5111	SALARY-FT	165,402.84	125,440.00	125,440.00	162,562.15	179,000.00	119,610.00	
1015301	5112	SALARY-PT	48.28	.00	.00	.00	.00	.00	
1015301	5113	OVERTIME	28,344.68	24,000.00	24,000.00	31,013.69	20,580.00	28,000.00	
1015301	5116	FRINGE BEN	16,555.37	27,460.00	27,460.00	27,420.48	25,260.00	26,030.00	
1015301	5117	RETIR CNTR	13,005.66	13,370.00	13,370.00	16,458.97	18,080.00	13,150.00	
1015301	5119	UAL PERS	50,166.82	30,820.00	30,820.00	18,790.15	30,820.00	35,760.00	
1015301	5211	POSTAGE	.00	200.00	200.00	.00	200.00	200.00	
1015301	5213	DUES&SUBSC	186.13	1,300.00	1,300.00	325.98	1,300.00	1,300.00	
1015301	5215	TRNG/CONF	128.75	4,350.00	4,350.00	55.33	4,350.00	4,350.00	
1015301	5216	OFFIC SUPP	524.87	2,500.00	2,500.00	707.75	2,500.00	2,500.00	
1015301	5217	OTHER SUPP	34.48	1,740.00	1,740.00	59.58	1,740.00	1,740.00	
1015301	5218	UNIFRM EXP	152.05	2,520.00	2,520.00	547.02	2,520.00	2,670.00	
1015301	5219	PERM/LC/FE	.00	.00	.00	115.00	.00	.00	
1015301	5220	FUEL USAGE	521.88	1,600.00	1,600.00	651.66	1,600.00	1,600.00	
1015301	5222	PRNT/MAIL	.00	.00	.00	185.33	190.00	.00	
1015301	5223	INFO SYS	14,228.00	20,370.00	20,370.00	18,678.00	20,370.00	30,590.00	
1015301	5224	VEH CHRG	4,805.00	6,310.00	6,310.00	5,786.00	6,310.00	1,440.00	
1015301	5233	OTHR EQUIP	310.99	.00	.00	.00	.00	.00	
1015301	5252	PROF SVS	5,000.00	25,000.00	25,000.00	.00	25,000.00	25,000.00	
1015301	5258	OTHER SVS	.00	.00	.00	1,800.00	1,800.00	1,800.00	
TOTAL ENGINEERING ADMINISTRA			307,440.89	286,980.00	286,980.00	290,592.40	352,500.00	295,740.00	
1015302	DEVELOPMENT/TRAFFIC ENGINRG								
1015302	5111	SALARY-FT	153,548.23	226,180.00	226,180.00	172,442.52	203,730.00	221,420.00	
1015302	5112	SALARY-PT	1,144.29	30,180.00	30,180.00	.00	.00	30,180.00	
1015302	5116	FRINGE BEN	18,553.99	58,430.00	58,430.00	27,490.71	29,560.00	57,530.00	
1015302	5117	RETIR CNTR	14,077.66	34,350.00	34,350.00	16,859.84	20,260.00	30,590.00	
1015302	5119	UAL PERS	16,664.03	.00	.00	1,932.45	2,090.00	.00	
1015302	5213	DUES&SUBSC	.00	700.00	700.00	.00	700.00	700.00	
1015302	5215	TRNG/CONF	.00	2,800.00	2,800.00	.00	2,800.00	2,800.00	
1015302	5216	OFFIC SUPP	42.02	1,500.00	1,500.00	.00	1,500.00	1,500.00	
1015302	5217	OTHER SUPP	42.03	.00	.00	287.91	300.00	300.00	
1015302	5220	FUEL USAGE	191.56	600.00	600.00	182.84	600.00	600.00	
1015302	5224	VEH CHRG	430.00	610.00	610.00	561.00	610.00	1,510.00	
1015302	5252	PROF SVS	-3,028.75	20,000.00	200,000.00	195,870.00	20,000.00	20,000.00	
1015302	5258	OTHER SVS	18,526.79	20,000.00	20,000.00	.00	20,000.00	20,000.00	
TOTAL DEVELOPMENT/TRAFFIC EN			220,191.85	395,350.00	575,350.00	415,627.27	302,150.00	387,130.00	
1015401	STREET MAINTENANCE								
1015401	5110	BUY BACKS	1,093.64	.00	.00	3,628.09	7,260.00	.00	

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ACCOUNTS FOR:

GENERAL FUND			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
1015401	5111	SALARY-FT	171,105.00	297,250.00	297,250.00	160,498.05	188,160.00	293,010.00	
1015401	5112	SALARY-PT	1,451.75	8,740.00	8,740.00	.00	.00	8,740.00	
1015401	5113	OVERTIME	45,851.52	43,000.00	43,000.00	41,769.02	48,220.00	47,000.00	
1015401	5116	FRINGE BEN	54,416.59	91,950.00	91,950.00	48,803.16	59,470.00	90,480.00	
1015401	5117	RETIR CNTR	16,748.65	34,870.00	34,870.00	15,732.74	19,030.00	33,870.00	
1015401	5119	UAL PERS	25,943.49	30,820.00	30,820.00	9,604.29	30,820.00	49,980.00	
1015401	5215	TRNG/CONF	295.06	700.00	700.00	694.54	700.00	.00	
1015401	5216	OFFIC SUPP	.00	.00	.00	70.63	100.00	.00	
1015401	5217	OTHER SUPP	31,748.54	35,000.00	35,000.00	34,730.16	35,000.00	45,000.00	
1015401	5218	UNIFRM EXP	1,582.19	800.00	800.00	1,839.24	2,400.00	2,500.00	
1015401	5220	FUEL USAGE	16,521.43	16,500.00	16,500.00	17,661.05	20,000.00	20,000.00	
1015401	5223	INFO SYS	.00	3,000.00	3,000.00	2,750.00	3,000.00	2,940.00	
1015401	5224	VEH CHRG	299,658.00	227,770.00	227,770.00	208,791.00	227,770.00	50,370.00	
1015401	5231	FURN&OFFC	973.50	.00	.00	2,677.16	2,670.00	.00	
1015401	5233	OTHR EQUIP	1,772.20	5,000.00	5,000.00	4,406.83	5,000.00	7,000.00	
1015401	5234	OTH EQ RNT	199.10	2,000.00	2,000.00	2,501.63	2,600.00	2,600.00	
1015401	5258	OTHER SVS	.00	50,000.00	50,000.00	44,120.00	50,000.00	50,000.00	
1015401	5530	MACH&EQUIP	.00	.00	.00	7,555.00	.00	.00	
TOTAL STREET MAINTENANCE			669,360.66	847,400.00	847,400.00	607,832.59	702,200.00	703,490.00	
1015402	STREET SWEEPING								
1015402	5111	SALARY-FT	10,269.93	11,380.00	11,380.00	9,906.83	10,550.00	10,200.00	
1015402	5116	FRINGE BEN	2,159.27	2,320.00	2,320.00	2,064.56	2,240.00	2,080.00	
1015402	5117	RETIR CNTR	1,058.01	1,190.00	1,190.00	1,036.36	1,110.00	1,100.00	
1015402	5119	UAL PERS	3,173.72	3,000.00	3,000.00	2,615.79	3,000.00	3,280.00	
TOTAL STREET SWEEPING			16,660.93	17,890.00	17,890.00	15,623.54	16,900.00	16,660.00	
1015403	SIDEWALK MAINTENANCE								
1015403	5111	SALARY-FT	66,593.82	61,910.00	61,910.00	57,835.55	61,380.00	61,190.00	
1015403	5112	SALARY-PT	.00	32,680.00	32,680.00	9,917.00	.00	32,680.00	
1015403	5113	OVERTIME	4,663.68	6,000.00	6,000.00	.00	.00	5,000.00	
1015403	5116	FRINGE BEN	13,425.42	17,460.00	17,460.00	11,312.93	12,730.00	17,120.00	
1015403	5117	RETIR CNTR	6,678.29	6,510.00	6,510.00	5,518.85	5,970.00	6,570.00	
1015403	5119	UAL PERS	15,694.59	12,280.00	12,280.00	10,555.60	12,280.00	14,570.00	
1015403	5215	TRNG/CONF	17.50	.00	.00	.00	.00	.00	
1015403	5217	OTHER SUPP	39,586.69	35,000.00	35,000.00	30,071.92	35,000.00	30,000.00	
1015403	5218	UNIFRM EXP	1,893.85	.00	.00	.00	.00	.00	
1015403	5224	VEH CHRG	3,084.00	4,030.00	4,030.00	3,696.00	4,030.00	2,610.00	
1015403	5233	OTHR EQUIP	5,319.47	10,000.00	10,000.00	9,550.00	10,000.00	7,000.00	
1015403	5234	OTH EQ RNT	767.25	.00	.00	.00	.00	.00	

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ACCOUNTS FOR:

GENERAL FUND			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
1015403	5258	OTHER SVS	1,284.79	.00	.00	.00	.00	.00	
TOTAL SIDEWALK MAINTENANCE			159,009.35	185,870.00	185,870.00	138,457.85	141,390.00	176,740.00	
1015404	STREET LIGHTING								
1015404	5111	SALARY-FT	10,269.93	11,380.00	11,380.00	9,906.83	10,550.00	10,200.00	
1015404	5116	FRINGE BEN	2,159.27	2,320.00	2,320.00	2,064.33	2,240.00	2,080.00	
1015404	5117	RETIR CNTR	1,058.01	1,190.00	1,190.00	1,036.35	1,110.00	1,100.00	
1015404	5119	UAL PERS	3,173.72	3,000.00	3,000.00	2,615.86	3,000.00	3,280.00	
1015404	5217	OTHER SUPP	18,502.49	30,000.00	30,000.00	20,000.00	30,000.00	30,000.00	
1015404	5220	FUEL USAGE	2,010.41	2,000.00	2,000.00	1,956.22	2,500.00	2,500.00	
1015404	5224	VEH CHRG	6,311.00	8,290.00	8,290.00	7,601.00	8,290.00	12,440.00	
1015404	5241	UTL-ELECTR	843,219.68	820,000.00	820,000.00	653,245.64	800,000.00	810,000.00	
1015404	5258	OTHER SVS	.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	
TOTAL STREET LIGHTING			886,704.51	888,180.00	888,180.00	708,426.23	867,690.00	881,600.00	
1015405	TRAFFIC CONTROL								
1015405	5111	SALARY-FT	98,032.98	70,240.00	70,240.00	72,435.65	84,360.00	68,060.00	
1015405	5113	OVERTIME	7,578.44	10,000.00	10,000.00	30,436.82	.00	2,000.00	
1015405	5116	FRINGE BEN	27,366.20	20,200.00	20,200.00	18,527.03	18,430.00	19,690.00	
1015405	5117	RETIR CNTR	9,387.03	6,830.00	6,830.00	6,909.55	7,900.00	6,700.00	
1015405	5119	UAL PERS	22,631.68	17,240.00	17,240.00	7,040.76	17,240.00	20,030.00	
1015405	5217	OTHER SUPP	44,858.14	35,000.00	35,000.00	34,996.60	35,000.00	40,000.00	
1015405	5224	VEH CHRG	1,936.00	2,510.00	2,510.00	2,299.00	2,510.00	.00	
TOTAL TRAFFIC CONTROL			211,790.47	162,020.00	162,020.00	172,645.41	165,440.00	156,480.00	
1015406	TRAFFIC FACILITY MAINTENANCE								
1015406	5241	UTL-ELECTR	57,479.93	63,000.00	63,000.00	44,545.95	60,000.00	60,000.00	
1015406	5258	OTHER SVS	175,108.33	231,800.00	231,800.00	182,147.65	231,800.00	232,000.00	
TOTAL TRAFFIC FACILITY MAINT			232,588.26	294,800.00	294,800.00	226,693.60	291,800.00	292,000.00	
1015407	WEED ABATEMENT								
1015407	5111	SALARY-FT	4,172.43	4,080.00	4,080.00	4,847.70	5,400.00	4,290.00	
1015407	5113	OVERTIME	629.82	850.00	850.00	266.81	540.00	800.00	
1015407	5116	FRINGE BEN	1,024.03	1,490.00	1,490.00	825.01	820.00	1,490.00	
1015407	5117	RETIR CNTR	396.80	430.00	430.00	390.41	430.00	460.00	
1015407	5119	UAL PERS	1,206.96	1,080.00	1,080.00	985.54	1,080.00	1,380.00	

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ACCOUNTS FOR:

GENERAL FUND			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
1015407	5217	OTHER SUPP	3,850.77	5,000.00	5,000.00	4,000.00	5,000.00	6,000.00	
1015407	5220	FUEL USAGE	3,089.58	2,600.00	2,600.00	3,452.71	3,250.00	3,250.00	
1015407	5224	VEH CHRG	19,006.00	24,930.00	24,930.00	22,858.00	24,930.00	28,190.00	
1015407	5233	OTHR EQUIP	.00	5,000.00	5,000.00	7,000.00	5,000.00	5,000.00	
1015407	5234	OTH EQ RNT	1,834.13	.00	.00	.00	.00	.00	
1015407	5248	MAINT-OTHR	651.02	2,000.00	2,000.00	.00	2,000.00	1,000.00	
TOTAL WEED ABATEMENT			35,861.54	47,460.00	47,460.00	44,626.18	48,450.00	51,860.00	
1015408	FLOOD CONTROL								
1015408	5111	SALARY-FT	1,864.71	.00	.00	.00	.00	.00	
1015408	5116	FRINGE BEN	68.69	.00	.00	.00	.00	.00	
1015408	5117	RETIR CNTR	3.84	.00	.00	.00	.00	.00	
1015408	5217	OTHER SUPP	8,208.13	10,000.00	10,000.00	5,363.03	10,000.00	5,000.00	
1015408	5218	UNIFRM EXP	21.01	.00	.00	.00	.00	.00	
1015408	5220	FUEL USAGE	703.44	1,100.00	1,100.00	.00	.00	.00	
1015408	5224	VEH CHRG	6,814.00	8,890.00	8,890.00	8,151.00	8,890.00	.00	
1015408	5233	OTHR EQUIP	.00	5,000.00	5,000.00	.00	5,000.00	3,000.00	
1015408	5234	OTH EQ RNT	52.80	.00	.00	.00	.00	.00	
TOTAL FLOOD CONTROL			17,736.62	24,990.00	24,990.00	13,514.03	23,890.00	8,000.00	
1015409	STREET TREE MAINTENANCE								
1015409	5111	SALARY-FT	21,805.30	24,640.00	24,640.00	21,599.66	22,890.00	55,250.00	
1015409	5113	OVERTIME	323.97	1,000.00	1,000.00	.00	.00	1,000.00	
1015409	5116	FRINGE BEN	5,601.80	6,120.00	6,120.00	5,381.55	5,880.00	14,620.00	
1015409	5117	RETIR CNTR	2,250.08	2,580.00	2,580.00	2,262.63	2,400.00	5,940.00	
1015409	5119	UAL PERS	6,745.57	6,500.00	6,500.00	5,711.31	6,500.00	17,780.00	
1015409	5213	DUES&SUBSC	.00	.00	.00	.00	.00	150.00	
1015409	5217	OTHER SUPP	110.87	.00	.00	.00	.00	.00	
1015409	5224	VEH CHRG	789.00	1,060.00	1,060.00	968.00	1,060.00	270.00	
1015409	5253	CONTRC SVS	.00	725,000.00	725,000.00	725,000.00	725,000.00	725,000.00	
1015409	5258	OTHER SVS	725,300.00	.00	.00	.00	.00	.00	
TOTAL STREET TREE MAINTENANC			762,926.59	766,900.00	766,900.00	760,923.15	763,730.00	820,010.00	
1015410	PARKWAY MAINTENANCE								
1015410	5111	SALARY-FT	56,370.19	64,480.00	64,480.00	64,765.71	70,270.00	49,240.00	
1015410	5113	OVERTIME	4,322.17	.00	.00	1,334.09	2,670.00	2,000.00	
1015410	5116	FRINGE BEN	17,025.34	19,250.00	19,250.00	14,972.12	15,890.00	14,400.00	
1015410	5117	RETIR CNTR	6,307.44	6,730.00	6,730.00	6,170.00	6,600.00	5,300.00	

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ACCOUNTS FOR:

GENERAL FUND			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
1015410	5119	UAL PERS	19,060.90	16,990.00	16,990.00	15,574.18	16,990.00	15,850.00	
1015410	5215	TRNG/CONF	.00	.00	.00	1,736.88	1,740.00	.00	
1015410	5217	OTHER SUPP	15,806.74	12,000.00	12,000.00	9,891.46	12,000.00	15,000.00	
1015410	5220	FUEL USAGE	1,820.48	1,400.00	1,400.00	1,138.25	2,000.00	2,000.00	
1015410	5224	VEH CHRG	1,506.00	1,980.00	1,980.00	1,815.00	1,980.00	4,050.00	
1015410	5233	OTHR EQUIP	.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	
1015410	5241	UTL-ELECTR	43,376.71	45,000.00	45,000.00	28,539.61	45,000.00	45,000.00	
1015410	5248	MAINT-OTHR	1,370.00	.00	.00	.00	.00	.00	
1015410	5253	CONTRC SVS	358,537.52	270,000.00	267,065.00	267,064.22	270,000.00	268,000.00	
1015410	5258	OTHER SVS	10,706.00	50,000.00	52,935.00	52,488.50	50,000.00	55,000.00	
1015410	5528	IMPRV BLD	8,150.00	.00	.00	.00	.00	.00	
TOTAL PARKWAY MAINTENANCE			544,359.49	492,830.00	492,830.00	470,490.02	500,140.00	480,840.00	
1015412	MAINTENANCE-MAIN STREET								
1015412	5111	SALARY-FT	25,537.65	33,410.00	33,410.00	26,636.01	28,740.00	34,670.00	
1015412	5113	OVERTIME	2,154.36	3,500.00	3,500.00	62.75	.00	1,000.00	
1015412	5116	FRINGE BEN	8,863.24	8,090.00	8,090.00	6,873.54	8,520.00	7,960.00	
1015412	5117	RETIR CNTR	2,848.60	3,060.00	3,060.00	2,739.94	2,960.00	3,200.00	
1015412	5119	UAL PERS	8,629.18	7,720.00	7,720.00	6,916.22	7,720.00	9,570.00	
1015412	5217	OTHER SUPP	3,093.49	5,000.00	5,000.00	2,000.00	5,000.00	3,000.00	
1015412	5234	OTH EQ RNT	161.63	.00	.00	.00	.00	.00	
TOTAL MAINTENANCE-MAIN STREE			51,288.15	60,780.00	60,780.00	45,228.46	52,940.00	59,400.00	
1015413	MAINTENANCE-METROLINK STATION								
1015413	5111	SALARY-FT	.00	.00	.00	.00	.00	13,720.00	
1015413	5116	FRINGE BEN	.00	.00	.00	.00	.00	3,050.00	
1015413	5117	RETIR CNTR	.00	.00	.00	.00	.00	1,480.00	
1015413	5119	UAL PERS	.00	.00	.00	.00	.00	4,420.00	
1015413	5217	OTHER SUPP	4,398.55	5,000.00	5,000.00	2,000.00	5,000.00	3,000.00	
1015413	5218	UNIFRM EXP	80.80	.00	.00	.00	.00	.00	
1015413	5241	UTL-ELECTR	4,503.85	10,000.00	10,000.00	3,217.46	10,000.00	10,000.00	
1015413	5243 54130	UTL-TELEPH	.00	.00	.00	912.24	.00	.00	
1015413	5246	MAINT-EQP	280.90	.00	.00	.00	.00	.00	
1015413	5253	CONTRC SVS	4,999.73	5,000.00	3,110.00	3,139.72	5,000.00	3,110.00	
1015413	5253 54130	CONTRC SVS	.00	.00	.00	.00	.00	135,000.00	
1015413	5255	BANKNG SVS	468.39	.00	.00	.00	.00	.00	
1015413	5255 54130	BANKNG SVS	1,800.22	.00	.00	5,224.74	6,240.00	6,600.00	
1015413	5258	OTHER SVS	.00	.00	1,890.00	2,038.96	1,890.00	1,900.00	
TOTAL MAINTENANCE-METROLINK			16,532.44	20,000.00	20,000.00	16,533.12	28,130.00	182,280.00	
1015414	FLEET MAINTENANCE								
1015414	5217	OTHER SUPP	1.05	.00	.00	.00	.00	.00	

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ACCOUNTS FOR:

GENERAL FUND			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
1015414	5290	LATE CHARG	12.47	.00	.00	.00	.00	.00	
1015414	5295	PUMP TAX	2,137.92	.00	.00	.00	.00	.00	
TOTAL FLEET MAINTENANCE			2,151.44	.00	.00	.00	.00	.00	
1015415	GRAFFITI REMOVAL-PW								
1015415	5253	CONTRC SVS	.00	.00	.00	.00	.00	90,000.00	
TOTAL GRAFFITI REMOVAL-PW			.00	.00	.00	.00	.00	90,000.00	
1015416	DAMAGE TO CITY PROPERTY								
1015416	5217	OTHER SUPP	999.10	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	
1015416	5258	OTHER SVS	48,529.42	49,000.00	49,000.00	48,651.06	49,000.00	50,000.00	
TOTAL DAMAGE TO CITY PROPERT			49,528.52	54,000.00	54,000.00	53,651.06	54,000.00	55,000.00	
1015420	PARK MAINTENANCE								
1015420	5110	BUY BACKS	943.04	.00	.00	.00	.00	.00	
1015420	5111	SALARY-FT	63,096.09	89,750.00	89,750.00	80,381.12	85,170.00	83,940.00	
1015420	5112	SALARY-PT	2,679.35	13,070.00	13,070.00	9,917.00	4,770.00	13,000.00	
1015420	5113	OVERTIME	12,906.68	2,000.00	2,000.00	430.72	870.00	1,000.00	
1015420	5116	FRINGE BEN	19,089.48	28,000.00	28,000.00	16,118.20	15,270.00	27,700.00	
1015420	5117	RETIR CNTR	6,880.81	9,930.00	9,930.00	8,113.05	8,780.00	9,660.00	
1015420	5119	UAL PERS	19,267.33	18,850.00	18,850.00	5,711.37	18,850.00	20,620.00	
1015420	5215	TRNG/CONF	47.41	.00	3,000.00	241.27	.00	.00	
1015420	5216	OFFIC SUPP	182.23	.00	.00	500.00	500.00	500.00	
1015420	5217	OTHER SUPP	33,914.83	40,000.00	40,000.00	30,137.15	40,000.00	40,000.00	
1015420	5218	UNIFRM EXP	1,026.74	1,000.00	1,000.00	2,927.03	2,600.00	2,800.00	
1015420	5220	FUEL USAGE	8,610.54	6,300.00	6,300.00	11,011.15	12,000.00	12,000.00	
1015420	5223	INFO SYS	3,200.00	3,000.00	3,000.00	2,750.00	3,000.00	3,100.00	
1015420	5224	VEH CHRG	60,062.00	19,760.00	19,760.00	18,117.00	19,760.00	25,080.00	
1015420	5225	BLDG MT&OP	15,750.00	20,000.00	20,000.00	18,337.00	20,000.00	20,000.00	
1015420	5233	OTHR EQUIP	5,207.33	10,000.00	10,000.00	20,112.59	10,000.00	10,000.00	
1015420	5241	UTL-ELECTR	34,606.26	35,000.00	35,000.00	22,943.90	35,000.00	35,000.00	
1015420	5242	UTL-GAS	60.22	100.00	100.00	51.84	100.00	100.00	
1015420	5245	MAINT-BLDG	903.80	.00	.00	.00	.00	.00	
1015420	5246	MAINT-EQP	533.36	.00	.00	.00	.00	.00	
1015420	5253	CONTRC SVS	309,999.59	280,000.00	280,000.00	300,961.57	280,000.00	301,000.00	
1015420	5258	OTHER SVS	29,497.00	110,000.00	110,000.00	31,058.71	36,000.00	40,000.00	
1015420	5530	MACH&EQUIP	107,396.68	.00	.00	56,000.00	56,000.00	.00	
TOTAL PARK MAINTENANCE			735,860.77	686,760.00	689,760.00	635,820.67	648,670.00	645,500.00	
1015421	SPORTS FIELD MAINTENANCE								
1015421	5110	BUY BACKS	897.60	.00	.00	.00	.00	.00	

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ACCOUNTS FOR:

GENERAL FUND			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
1015421	5111	SALARY-FT	59,674.43	80,010.00	80,010.00	73,402.37	78,200.00	66,450.00	
1015421	5113	OVERTIME	689.98	1,000.00	1,000.00	.00	.00	1,000.00	
1015421	5116	FRINGE BEN	17,676.19	25,270.00	25,270.00	21,579.85	23,950.00	20,660.00	
1015421	5117	RETIR CNTR	6,575.43	8,900.00	8,900.00	7,685.15	8,190.00	7,770.00	
1015421	5119	UAL PERS	18,323.15	16,260.00	16,260.00	14,283.51	16,260.00	14,960.00	
1015421	5217	OTHER SUPP	5,355.43	7,000.00	4,000.00	4,000.00	7,000.00	5,000.00	
1015421	5233	OTHR EQUIP	2,532.12	5,000.00	5,000.00	1,000.00	5,000.00	3,000.00	
1015421	5234	OTH EQ RNT	105.60	.00	.00	.00	.00	.00	
1015421	5241	UTL-ELECTR	47,598.16	48,000.00	48,000.00	34,254.34	48,000.00	48,000.00	
1015421	5253	CONTRC SVS	80,002.29	70,000.00	66,055.00	66,054.48	67,000.00	67,000.00	
1015421	5258	OTHER SVS	10,030.39	5,000.00	8,945.00	8,943.00	5,000.00	10,000.00	
TOTAL SPORTS FIELD MAINTENAN			249,460.77	266,440.00	263,440.00	231,202.70	258,600.00	243,840.00	
1015601	CITY HALL								
1015601	5217	OTHER SUPP	.00	800.00	800.00	161.27	800.00	800.00	
1015601	5218	UNIFRM EXP	1,204.77	1,200.00	1,200.00	1,354.56	1,220.00	.00	
1015601	5220	FUEL USAGE	4,461.35	3,700.00	3,700.00	3,274.86	3,700.00	4,000.00	
1015601	5223	INFO SYS	4,200.00	2,000.00	2,000.00	1,837.00	2,000.00	28,930.00	
1015601	5224	VEH CHRG	14,058.00	109,390.00	109,390.00	100,276.00	109,390.00	5,430.00	
1015601	5225	BLDG MT&OP	147,953.00	160,120.00	160,120.00	146,773.00	160,120.00	234,580.00	
1015601	5241	UTL-ELECTR	86,690.11	90,000.00	90,000.00	45,444.75	75,000.00	75,000.00	
1015601	5242	UTL-GAS	6,033.29	6,000.00	6,000.00	4,628.35	6,000.00	6,000.00	
TOTAL CITY HALL			264,600.52	373,210.00	373,210.00	303,749.79	358,230.00	354,740.00	
TOTAL GENERAL FUND			40,506,245.17	40,924,710.00	41,680,013.00	32,868,046.11	38,791,587.00	43,044,500.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

HOUSING FUND			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
2012931	HOUSING PROGRAM								
2012931	5110	BUY BACKS	2,419.88	6,900.00	6,900.00	4,322.32	8,650.00	3,790.00	
2012931	5111	SALARY-FT	593,531.23	641,040.00	546,795.00	433,687.76	485,600.00	544,420.00	
2012931	5112	SALARY-PT	8,991.34	.00	.00	.00	.00	.00	
2012931	5113	OVERTIME	.00	.00	.00	.00	30.00	1,000.00	
2012931	5116	FRINGE BEN	118,518.00	151,560.00	130,525.00	93,231.23	101,120.00	125,480.00	
2012931	5117	RETIR CNTR	60,549.88	69,810.00	60,006.00	43,614.51	48,380.00	60,640.00	
2012931	5119	UAL PERS	165,944.28	164,810.00	140,047.00	81,973.82	164,810.00	163,260.00	
2012931	5211	POSTAGE	282.78	500.00	500.00	49.66	250.00	250.00	
2012931	5212	ADVERTISNG	1,792.16	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	
2012931	5213	DUES&SUBSC	.00	250.00	250.00	.00	100.00	100.00	
2012931	5215	TRNG/CONF	136.10	2,000.00	2,000.00	366.54	1,000.00	2,000.00	
2012931	5216	OFFIC SUPP	1,417.30	1,250.00	1,250.00	688.70	1,000.00	1,000.00	
2012931	5217	OTHER SUPP	141.99	1,000.00	1,000.00	333.34	500.00	500.00	
2012931	5219	PERM/LC/FE	10.00	.00	.00	.00	.00	.00	
2012931	5221	MILE REIMB	.00	.00	.00	72.03	.00	250.00	
2012931	5222	PRNT/MAIL	221.15	250.00	250.00	52.80	100.00	100.00	
2012931	5223	INFO SYS	31,550.00	23,660.00	23,660.00	21,692.00	23,660.00	23,840.00	
2012931	5231	FURN&OFFC	.00	.00	.00	417.87	420.00	.00	
2012931	5234	OTH EQ RNT	.00	.00	.00	.00	14,000.00	2,250.00	
2012931	5234	52201 OTH EQ RNT	.00	.00	8,750.00	8,750.00	.00	.00	
2012931	5243	UTL-TELEPH	1,781.56	3,200.00	3,200.00	292.72	3,200.00	.00	
2012931	5245	MAINT-BLDG	671.58	500.00	500.00	.00	500.00	1,000.00	
2012931	5251	LEGAL SVS	3,033.00	5,000.00	5,000.00	15,000.00	7,000.00	10,000.00	
2012931	5252	PROF SVS	568,144.38	353,750.00	552,597.00	497,789.31	500,000.00	341,000.00	
2012931	5255	BANKNG SVS	1,541.10	.00	.00	.00	.00	.00	
2012931	5258	OTHER SVS	8,034.09	1,110,000.00	1,061,000.00	1,926.81	1,500,000.00	1,591,500.00	
2012931	5273	WK CMP CHG	66,790.00	53,060.00	53,060.00	48,642.00	53,060.00	47,250.00	
2012931	5274	UNEMPL CHG	5,650.00	4,420.00	4,420.00	4,048.00	4,420.00	3,810.00	
2012931	5275	LT DIS CHG	5,688.00	4,420.00	4,420.00	4,048.00	4,420.00	3,800.00	
2012931	5276	LIAB CHG	99,642.00	82,370.00	82,370.00	75,504.00	82,370.00	70,290.00	
2012931	5277	LOSS PREV	5,982.00	5,010.00	5,010.00	4,598.00	5,010.00	3,890.00	
2012931	5299	PY EXP	-3,882.18	.00	.00	.00	.00	.00	
2012931	5302	LOANS	-843.00	.00	.00	.00	.00	.00	
2012931	5305	EMERG PROG	42,117.50	.00	.00	.00	.00	.00	
2012931	5324	OPEB	12,573.00	23,190.00	23,190.00	21,262.50	23,190.00	18,910.00	
2012931	5424	BND PRNCPL	18,444,849.85	512,710.00	512,710.00	470,003.25	486,190.00	546,260.00	
2012931	5425	BND INT EX	586,027.18	569,220.00	569,220.00	521,749.38	595,720.00	535,650.00	
2012931	5427	ISSUA COST	228,767.42	.00	.00	.00	.00	.00	
2012931	5521	LAND	.00	10,000.00	10,000.00	.00	.00	.00	
2012931	5527	BUILDINGS	84,819.66	.00	.00	.00	.00	.00	
TOTAL HOUSING PROGRAM			21,146,893.23	3,802,880.00	3,811,630.00	2,357,116.55	4,117,700.00	4,105,240.00	
TOTAL HOUSING FUND			21,146,893.23	3,802,880.00	3,811,630.00	2,357,116.55	4,117,700.00	4,105,240.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

HOUSING FUND - RENTALS			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
2020000	HOUSING FUND - RENTALS								
2020000	5070	TRNSFR OUT	2,120,000.00	.00	.00	2,319,512.58	.00	.00	
TOTAL HOUSING FUND - RENTALS			2,120,000.00	.00	.00	2,319,512.58	.00	.00	
2022931	HOUSING PROGRAM								
2022931	5201	PRSNL REIM	442,677.41	.00	.00	354,787.60	.00	.00	
2022931	5212	ADVERTISNG	27,205.60	.00	.00	22,349.64	.00	.00	
2022931	5213	DUES&SUBSC	9,767.13	.00	.00	23,436.29	.00	.00	
2022931	5215	TRNG/CONF	1,325.67	.00	.00	.00	.00	.00	
2022931	5216	OFFIC SUPP	14,585.58	.00	.00	12,971.28	.00	.00	
2022931	5221	MILE REIMB	.00	.00	.00	164.23	.00	.00	
2022931	5240	UTL-TRASH	68,604.61	.00	.00	62,203.43	.00	.00	
2022931	5241	UTL-ELECTR	38,414.90	.00	.00	30,712.11	.00	.00	
2022931	5242	UTL-GAS	60,808.04	.00	.00	58,016.62	.00	.00	
2022931	5243	UTL-TELEPH	12,629.85	.00	.00	10,566.66	.00	.00	
2022931	5244	UTL-WATER	165,347.26	.00	.00	167,135.54	.00	.00	
2022931	5245	MAINT-BLDG	1,063,135.41	.00	.00	345,570.77	.00	.00	
2022931	5252	PROF SVS	183,391.19	.00	.00	159,245.40	.00	.00	
2022931	5255	BANKNG SVS	4,190.56	.00	.00	4,929.41	.00	.00	
2022931	5258	OTHER SVS	106,809.31	.00	.00	97,577.07	.00	.00	
2022931	5278	LEGL SV CH	3,400.00	.00	.00	5,125.00	.00	.00	
TOTAL HOUSING PROGRAM			2,202,292.52	.00	.00	1,354,791.05	.00	.00	
TOTAL HOUSING FUND - RENTALS			4,322,292.52	.00	.00	3,674,303.63	.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

PUB SAFETY AUGMENTATION			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
2033211	POLICE PATROL								
2033211	5110	BUY BACKS	1,492.28	.00	.00	.00	.00	.00	
2033211	5116	FRINGE BEN	.00	.00	.00	.61	.00	.00	
2033211	5131	SAL-SW PD	241,897.24	504,170.00	504,170.00	403,033.48	504,170.00	657,610.00	
2033211	5133	OT-SW PD	575,771.05	51,620.00	51,620.00	39,008.09	51,620.00	46,190.00	
2033211	5136	FRG B-S PD	42,167.86	100,330.00	100,330.00	60,437.33	100,330.00	132,410.00	
2033211	5137	RT CNTR-PD	42,817.16	117,000.00	117,000.00	71,455.66	117,000.00	165,930.00	
2033211	5139	UAL PD SWR	34,108.12	36,930.00	36,930.00	34,103.32	36,930.00	.00	
TOTAL POLICE PATROL			938,253.71	810,050.00	810,050.00	608,038.49	810,050.00	1,002,140.00	
TOTAL PUB SAFETY AUGMENTATIO			938,253.71	810,050.00	810,050.00	608,038.49	810,050.00	1,002,140.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

GAS TAX			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
2041301	ACCOUNTING SERVICES								
2041301	5252	PROF SVS	4,444.90	4,000.00	5,270.00	4,331.46	5,270.00	5,270.00	
TOTAL ACCOUNTING SERVICES			4,444.90	4,000.00	5,270.00	4,331.46	5,270.00	5,270.00	
2047003	PAVEMENT MANAGEMENT								
2047003	5111	SALARY-FT	5,419.12	.00	.00	5,009.89	.00	.00	
2047003	5116	FRINGE BEN	1,042.95	.00	.00	968.05	.00	.00	
2047003	5117	RETIR CNTR	558.46	.00	.00	524.06	.00	.00	
2047003	5119	UAL PERS	1,220.46	.00	.00	1,322.90	.00	.00	
2047003	5258	OTHER SVS	15,580.00	100,000.00	96,179.00	9,255.00	14,000.00	125,000.00	
TOTAL PAVEMENT MANAGEMENT			23,820.99	100,000.00	96,179.00	17,079.90	14,000.00	125,000.00	
2047031	TRAFFIC SAFETY PRJCT 08-09								
2047031	5111	SALARY-FT	92.64	.00	.00	185.28	.00	.00	
2047031	5116	FRINGE BEN	18.60	.00	.00	37.25	.00	.00	
2047031	5117	RETIR CNTR	9.50	.00	.00	19.38	.00	.00	
2047031	5119	UAL PERS	20.92	.00	.00	48.91	.00	.00	
2047031	5258	OTHER SVS	.00	47,850.00	47,708.00	7,708.00	7,710.00	50,000.00	
TOTAL TRAFFIC SAFETY PRJCT 0			141.66	47,850.00	47,708.00	7,998.82	7,710.00	50,000.00	
2047049	16TH ST REHAB-EUCLID TO CAMPUS								
2047049	5111	SALARY-FT	22,789.95	.00	.00	.00	.00	.00	
2047049	5113	OVERTIME	1,383.91	.00	.00	.00	.00	.00	
2047049	5116	FRINGE BEN	4,155.43	.00	.00	.00	.00	.00	
2047049	5117	RETIR CNTR	2,440.06	.00	.00	.00	.00	.00	
2047049	5119	UAL PERS	5,278.59	.00	.00	.00	.00	.00	
2047049	5258	OTHER SVS	29,129.86	.00	.00	.00	.00	.00	
TOTAL 16TH ST REHAB-EUCLID T			65,177.80	.00	.00	.00	.00	.00	
2047050	16TH ST REHAB-SAN ANT TO MTN								
2047050	5111	SALARY-FT	4,517.00	.00	.00	.00	.00	.00	
2047050	5116	FRINGE BEN	849.69	.00	.00	.00	.00	.00	
2047050	5117	RETIR CNTR	468.82	.00	.00	.00	.00	.00	
2047050	5119	UAL PERS	1,013.31	.00	.00	.00	.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

GAS TAX			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
2047050	5258	OTHER SVS	133,417.48	.00	.00	.00	.00	.00	
TOTAL 16TH ST REHAB-SAN ANT			140,266.30	.00	.00	.00	.00	.00	
2047054	FOOTHILL BLVD REHAB (CAMPUS TO								
2047054	5111	SALARY-FT	28,547.48	.00	.00	.00	.00	.00	
2047054	5113	OVERTIME	7,726.69	.00	.00	.00	.00	.00	
2047054	5116	FRINGE BEN	6,629.89	.00	.00	.00	.00	.00	
2047054	5117	RETIR CNTR	2,929.65	.00	.00	.00	.00	.00	
2047054	5119	UAL PERS	6,417.06	.00	.00	.00	.00	.00	
2047054	5233	OTHR EQUIP	156.13	.00	.00	.00	.00	.00	
2047054	5258	OTHER SVS	1,058,003.81	.00	.00	.00	.00	.00	
TOTAL FOOTHILL BLVD REHAB (C			1,110,410.71	.00	.00	.00	.00	.00	
2047055	16TH ST REHB (SAN ANT TO EUCL)								
2047055	5111	SALARY-FT	1,828.34	.00	.00	.00	.00	.00	
2047055	5116	FRINGE BEN	398.47	.00	.00	.00	.00	.00	
2047055	5117	RETIR CNTR	193.16	.00	.00	.00	.00	.00	
2047055	5119	UAL PERS	406.07	.00	.00	.00	.00	.00	
2047055	5258	OTHER SVS	16,870.24	.00	.00	.00	.00	.00	
TOTAL 16TH ST REHB (SAN ANT			19,696.28	.00	.00	.00	.00	.00	
2047060	ATP CYCLE 2 GRNT W/ONTARIO								
2047060	5258	OTHER SVS	.00	5,000.00	5,000.00	.00	.00	.00	
TOTAL ATP CYCLE 2 GRNT W/ONT			.00	5,000.00	5,000.00	.00	.00	.00	
2047061	LINDA WAY RECONSTRUCTION								
2047061	5111	SALARY-FT	13,010.76	.00	.00	11,940.77	.00	.00	
2047061	5113	OVERTIME	.00	.00	.00	585.00	.00	.00	
2047061	5116	FRINGE BEN	2,691.64	.00	.00	2,502.10	.00	.00	
2047061	5117	RETIR CNTR	1,334.05	.00	.00	1,249.13	.00	.00	
2047061	5119	UAL PERS	2,938.46	.00	.00	1,938.69	.00	.00	
2047061	5219	PERM/LC/FE	50.00	.00	.00	.00	.00	.00	
2047061	5258	OTHER SVS	28,376.76	253,320.00	373,412.00	369,601.40	321,130.00	.00	
TOTAL LINDA WAY RECONSTRUCTI			48,401.67	253,320.00	373,412.00	387,817.09	321,130.00	.00	
2047063	CW CONCRETE REPAIRS FY17								
2047063	5111	SALARY-FT	1,469.98	.00	.00	.00	.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

GAS TAX			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
2047063	5116	FRINGE BEN	330.84	.00	.00	.00	.00	.00	
2047063	5117	RETIR CNTR	150.72	.00	.00	.00	.00	.00	
2047063	5119	UAL PERS	332.00	.00	.00	.00	.00	.00	
2047063	5258	OTHER SVS	-8,863.35	.00	.00	.00	.00	.00	
TOTAL CW CONCRETE REPAIRS FY			-6,579.81	.00	.00	.00	.00	.00	
2047065	3RD AVE REHAB (A ST TO 11TH ST								
2047065	5111	SALARY-FT	8,632.57	.00	.00	52,316.58	.00	.00	
2047065	5113	OVERTIME	.00	.00	.00	1,704.13	.00	.00	
2047065	5116	FRINGE BEN	1,833.03	.00	.00	9,389.92	.00	.00	
2047065	5117	RETIR CNTR	885.11	.00	.00	5,429.45	.00	.00	
2047065	5119	UAL PERS	1,949.65	.00	.00	11,070.15	.00	.00	
2047065	5212	ADVERTISNG	.00	.00	.00	2,472.08	.00	.00	
2047065	5219	PERM/LC/FE	.00	.00	.00	50.00	.00	.00	
2047065	5258	OTHER SVS	72,661.00	1,187,420.00	1,619,040.00	1,542,379.09	850,320.00	449,190.00	
TOTAL 3RD AVE REHAB (A ST TO			85,961.36	1,187,420.00	1,619,040.00	1,624,811.40	850,320.00	449,190.00	
2047066	CW CONCRETE REPARIS FY18								
2047066	5111	SALARY-FT	15,430.33	.00	.00	3,102.14	.00	.00	
2047066	5113	OVERTIME	56.23	.00	.00	.00	.00	.00	
2047066	5116	FRINGE BEN	3,121.15	.00	.00	638.65	.00	.00	
2047066	5117	RETIR CNTR	1,582.07	.00	.00	324.52	.00	.00	
2047066	5119	UAL PERS	3,484.96	.00	.00	793.38	.00	.00	
2047066	5219	PERM/LC/FE	50.00	.00	.00	.00	.00	.00	
2047066	5222	PRINTING	155.81	.00	.00	.00	.00	.00	
2047066	5258	OTHER SVS	222,589.70	490,680.00	123,534.00	76,430.00	81,290.00	.00	
TOTAL CW CONCRETE REPARIS FY			246,470.25	490,680.00	123,534.00	81,288.69	81,290.00	.00	
2047067	CW CRCK SL/ SLR SL/ RB FY18								
2047067	5111	SALARY-FT	2,328.49	.00	.00	12,347.78	.00	.00	
2047067	5113	OVERTIME	.00	.00	.00	877.50	.00	.00	
2047067	5116	FRINGE BEN	521.08	.00	.00	2,562.58	.00	.00	
2047067	5117	RETIR CNTR	238.74	.00	.00	1,291.75	.00	.00	
2047067	5119	UAL PERS	525.89	.00	.00	2,007.51	.00	.00	
2047067	5212	ADVERTISNG	.00	.00	.00	2,444.36	.00	.00	
2047067	5258	OTHER SVS	500.00	396,500.00	395,886.00	379,857.97	194,780.00	184,580.00	
TOTAL CW CRCK SL/ SLR SL/ RB			4,114.20	396,500.00	395,886.00	401,389.45	194,780.00	184,580.00	
2047068	CW STRIPING RPLCMNT FY18								
2047068	5111	SALARY-FT	8,989.98	.00	.00	7,050.63	.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

GAS TAX			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
2047068	5113	OVERTIME	1,250.93	.00	.00	1,998.75	.00	.00	
2047068	5116	FRINGE BEN	1,915.25	.00	.00	1,576.18	.00	.00	
2047068	5117	RETIR CNTR	921.75	.00	.00	737.59	.00	.00	
2047068	5119	UAL PERS	2,030.40	.00	.00	1,621.43	.00	.00	
2047068	5211	POSTAGE	28.00	.00	.00	.00	.00	.00	
2047068	5212	ADVERTISNG	.00	.00	.00	2,407.40	.00	.00	
2047068	5219	PERM/LC/FE	50.00	.00	.00	.00	.00	.00	
2047068	5222	PRINTING	.00	.00	.00	117.45	.00	.00	
2047068	5258	OTHER SVS	44,834.65	198,590.00	189,975.00	156,720.00	149,860.00	.00	
TOTAL CW STRIPING RPLCMNT FY			60,020.96	198,590.00	189,975.00	172,229.43	149,860.00	.00	
2047069	ARROW HIGHWAY REHAB (BENS-MTN)								
2047069	5111	SALARY-FT	.00	.00	.00	92.64	.00	.00	
2047069	5116	FRINGE BEN	.00	.00	.00	7.11	.00	.00	
2047069	5117	RETIR CNTR	.00	.00	.00	9.69	.00	.00	
2047069	5119	UAL PERS	.00	.00	.00	24.46	.00	.00	
2047069	5258	OTHER SVS	.00	850,000.00	345,000.00	10,000.00	130.00	1,200,000.00	
TOTAL ARROW HIGHWAY REHAB (B			.00	850,000.00	345,000.00	10,133.90	130.00	1,200,000.00	
2047070	CW CONCRETE MAINT 18/19								
2047070	5258	OTHER SVS	.00	290,000.00	290,000.00	.00	2,670.00	287,340.00	
TOTAL CW CONCRETE MAINT 18/1			.00	290,000.00	290,000.00	.00	2,670.00	287,340.00	
2047071	CW CONCRETE REPAIRS 18/19								
2047071	5258	OTHER SVS	.00	400,000.00	400,000.00	.00	860.00	398,560.00	
TOTAL CW CONCRETE REPAIRS 18			.00	400,000.00	400,000.00	.00	860.00	398,560.00	
2047072	CW CRACK SEAL/SLURR OVRLY 1819								
2047072	5258	OTHER SVS	.00	365,000.00	365,000.00	4,000.00	200.00	364,610.00	
TOTAL CW CRACK SEAL/SLURR OV			.00	365,000.00	365,000.00	4,000.00	200.00	364,610.00	
2047073	CW STRIPING REPLACEMENT 18/19								
2047073	5258	OTHER SVS	.00	280,000.00	280,000.00	.00	100.00	279,860.00	
TOTAL CW STRIPING REPLACEMEN			.00	280,000.00	280,000.00	.00	100.00	279,860.00	
2047074	MULBERRY AVE RECONSTRUCT 18/19								
2047074	5258	OTHER SVS	.00	340,000.00	340,000.00	.00	.00	350,000.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

GAS TAX	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
TOTAL MULBERRY AVE RECONSTRU	.00	340,000.00	340,000.00	.00	.00	350,000.00	
2047075 7TH ST REHAB (SA TO EUCLID)							
2047075 5258 OTHER SVS	.00	450,000.00	450,000.00	10,000.00	.00	510,000.00	
TOTAL 7TH ST REHAB (SA TO EU	.00	450,000.00	450,000.00	10,000.00	.00	510,000.00	
2047076 ALPINE ST REHAB (WEST TO PALM)							
2047076 5258 OTHER SVS	.00	400,000.00	400,000.00	.00	.00	520,000.00	
TOTAL ALPINE ST REHAB (WEST	.00	400,000.00	400,000.00	.00	.00	520,000.00	
2047077 VERNON DR (WEST TO PALM)							
2047077 5258 OTHER SVS	.00	290,000.00	290,000.00	.00	50.00	300,000.00	
TOTAL VERNON DR (WEST TO PAL	.00	290,000.00	290,000.00	.00	50.00	300,000.00	
2047078 PALM AVE (9TH ST TO ARROW HWY)							
2047078 5258 OTHER SVS	.00	580,000.00	330,000.00	.00	300.00	590,000.00	
TOTAL PALM AVE (9TH ST TO AR	.00	580,000.00	330,000.00	.00	300.00	590,000.00	
2047079 CW CONCRETE MAINT 19/20							
2047079 5258 OTHER SVS	.00	.00	.00	.00	.00	300,000.00	
TOTAL CW CONCRETE MAINT 19/2	.00	.00	.00	.00	.00	300,000.00	
2047080 CW CONCRETE REPAIR 19/20							
2047080 5258 OTHER SVS	.00	.00	.00	.00	.00	300,000.00	
TOTAL CW CONCRETE REPAIR 19/	.00	.00	.00	.00	.00	300,000.00	
2047081 CW CRACK SEAL/SLURRY RUB 19/20							
2047081 5258 OTHER SVS	.00	.00	.00	.00	.00	380,000.00	
TOTAL CW CRACK SEAL/SLURRY R	.00	.00	.00	.00	.00	380,000.00	
2047343 19TH ST RECONSTRUCT-MTN TO EUC							
2047343 5111 SALARY-FT	.00	.00	.00	77.20	.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

GAS TAX			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
2047343	5116	FRINGE BEN	.00	.00	.00	1.12	.00	.00	
2047343	5117	RETIR CNTR	.00	.00	.00	8.08	.00	.00	
2047343	5119	UAL PERS	.00	.00	.00	20.38	.00	.00	
TOTAL 19TH ST RECONSTRUCT-MT			.00	.00	.00	106.78	.00	.00	
2048617	ARROW RTW WDNG								
2048617	5111	SALARY-FT	339.68	.00	.00	.00	.00	.00	
2048617	5116	FRINGE BEN	68.26	.00	.00	.00	.00	.00	
2048617	5117	RETIR CNTR	34.83	.00	.00	.00	.00	.00	
2048617	5119	UAL PERS	76.72	.00	.00	.00	.00	.00	
2048617	5258	OTHER SVS	.00	249,480.00	249,480.00	.00	.00	249,480.00	
TOTAL ARROW RTW WDNG			519.49	249,480.00	249,480.00	.00	.00	249,480.00	
2049121	9TH ST REHAB(3RD AV TO CAMPUS)								
2049121	5111	SALARY-FT	4,520.49	.00	.00	32,642.36	.00	.00	
2049121	5116	FRINGE BEN	979.42	.00	.00	6,160.69	.00	.00	
2049121	5117	RETIR CNTR	463.49	.00	.00	3,348.83	.00	.00	
2049121	5119	UAL PERS	1,020.93	.00	.00	6,861.00	.00	.00	
2049121	5212	ADVERTISNG	.00	.00	.00	2,462.84	.00	.00	
2049121	5219	PERM/LC/FE	.00	.00	.00	50.00	.00	.00	
2049121	5258	OTHER SVS	32,837.00	884,500.00	1,407,679.00	1,288,139.38	47,880.00	1,030,220.00	
TOTAL 9TH ST REHAB(3RD AV TO			39,821.33	884,500.00	1,407,679.00	1,339,665.10	47,880.00	1,030,220.00	
2049124	ARRW HWY REHAB (MNT TO SA)								
2049124	5111	SALARY-FT	101.38	.00	.00	61.76	.00	.00	
2049124	5116	FRINGE BEN	22.82	.00	.00	.90	.00	.00	
2049124	5117	RETIR CNTR	10.39	.00	.00	6.46	.00	.00	
2049124	5119	UAL PERS	22.90	.00	.00	16.31	.00	.00	
2049124	5258	OTHER SVS	2,450.00	705,000.00	402,393.00	2,700.00	2,800.00	1,050,000.00	
TOTAL ARRW HWY REHAB (MNT TO			2,607.49	705,000.00	402,393.00	2,785.43	2,800.00	1,050,000.00	
TOTAL GAS TAX			1,845,295.58	8,767,340.00	8,405,556.00	4,063,637.45	1,679,350.00	8,924,110.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

MEASURE I	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
2057335 SP/PE BIKE & PED TRAIL REHAB							
2057335 5111 SALARY-FT	.00	.00	.00	1,219.76	.00	.00	
2057335 5116 FRINGE BEN	.00	.00	.00	233.75	.00	.00	
2057335 5117 RETIR CNTR	.00	.00	.00	127.59	.00	.00	
2057335 5119 UAL PERS	.00	.00	.00	322.09	.00	.00	
2057335 5258 OTHER SVS	.00	100,000.00	100,000.00	96,854.05	100,000.00	.00	
TOTAL SP/PE BIKE & PED TRAIL	.00	100,000.00	100,000.00	98,757.24	100,000.00	.00	
2057336 CW PAVEMNT MAINT FY17							
2057336 5111 SALARY-FT	35.20	.00	.00	.00	.00	.00	
2057336 5116 FRINGE BEN	7.08	.00	.00	.00	.00	.00	
2057336 5117 RETIR CNTR	4.42	.00	.00	.00	.00	.00	
2057336 5119 UAL PERS	6.97	.00	.00	.00	.00	.00	
TOTAL CW PAVEMNT MAINT FY17	53.67	.00	.00	.00	.00	.00	
2057338 CW PAVEMENT MAINT FY18							
2057338 5258 OTHER SVS	1,500.00	198,500.00	198,500.00	206,835.00	197,100.00	.00	
TOTAL CW PAVEMENT MAINT FY18	1,500.00	198,500.00	198,500.00	206,835.00	197,100.00	.00	
2057339 CAMPUS AVE RHB (CL TO FTHLL)							
2057339 5258 OTHER SVS	3,150.00	622,300.00	621,850.00	2,625.00	2,625.00	1,590,000.00	
TOTAL CAMPUS AVE RHB (CL TO	3,150.00	622,300.00	621,850.00	2,625.00	2,625.00	1,590,000.00	
2057340 17TH ST RECNSTRTN (SA TO EUCL)							
2057340 5258 OTHER SVS	.00	655,000.00	655,000.00	2,850.00	2,850.00	652,150.00	
TOTAL 17TH ST RECNSTRTN (SA	.00	655,000.00	655,000.00	2,850.00	2,850.00	652,150.00	
2057341 SBV COORDINATED TRAFFIC SIGNAL							
2057341 5258 OTHER SVS	.00	137,000.00	137,000.00	.00	.00	137,000.00	
TOTAL SBV COORDINATED TRAFFI	.00	137,000.00	137,000.00	.00	.00	137,000.00	
2057343 19TH ST RECONSTRUCT-MTN TO EUC							
2057343 5258 OTHER SVS	.00	1,450,000.00	1,450,000.00	.00	.00	1,450,000.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

MEASURE I	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
TOTAL 19TH ST RECONSTRUCT-MT	.00	1,450,000.00	1,450,000.00	.00	.00	1,450,000.00	
2057344 CW PAVEMENT MAINTENANCE18/19							
2057344 5258 OTHER SVS	.00	200,000.00	200,000.00	186,500.00	.00	200,000.00	
TOTAL CW PAVEMENT MAINTENANC	.00	200,000.00	200,000.00	186,500.00	.00	200,000.00	
2057345 GROVE AVE REHAB (FTHL & 15TH)							
2057345 5258 OTHER SVS	.00	.00	.00	.00	.00	1,200,000.00	
TOTAL GROVE AVE REHAB (FTHL	.00	.00	.00	.00	.00	1,200,000.00	
2057346 CW PAVEMENT MAINT 19/20							
2057346 5258 OTHER SVS	.00	.00	.00	.00	.00	140,000.00	
TOTAL CW PAVEMENT MAINT 19/2	.00	.00	.00	.00	.00	140,000.00	
2059122 13TH ST RECONST- EUCLID-CAMPUS							
2059122 5111 SALARY-FT	2,715.65	.00	.00	1,482.23	.00	.00	
2059122 5116 FRINGE BEN	582.74	.00	.00	298.00	.00	.00	
2059122 5117 RETIR CNTR	281.27	.00	.00	155.05	.00	.00	
2059122 5119 UAL PERS	609.90	.00	.00	391.37	.00	.00	
2059122 5258 OTHER SVS	30,086.00	690,000.00	664,569.00	30,475.00	20,000.00	690,000.00	
TOTAL 13TH ST RECONST- EUCLI	34,275.56	690,000.00	664,569.00	32,801.65	20,000.00	690,000.00	
2059123 22ND ST RECONSTR (MNT-EUCLID)							
2059123 5111 SALARY-FT	617.60	.00	.00	.00	.00	.00	
2059123 5116 FRINGE BEN	124.18	.00	.00	.00	.00	.00	
2059123 5117 RETIR CNTR	63.33	.00	.00	.00	.00	.00	
2059123 5119 UAL PERS	139.48	.00	.00	.00	.00	.00	
TOTAL 22ND ST RECONSTR (MNT-	944.59	.00	.00	.00	.00	.00	
TOTAL MEASURE I	39,923.82	4,052,800.00	4,026,919.00	530,368.89	322,575.00	6,059,150.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

HOME	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
2080000 HOME							
2080000 5299 PY EXP	90,492.00	.00	.00	.00	.00	.00	
TOTAL HOME	90,492.00	.00	.00	.00	.00	.00	
2082408 PROGRAM INCOME LOANS							
2082408 5314 HIP LOANS	.00	120,000.00	120,000.00	.00	.00	105,000.00	
2082408 5315 FTHB LOANS	.00	90,000.00	90,000.00	.00	.00	100,000.00	
TOTAL PROGRAM INCOME LOANS	.00	210,000.00	210,000.00	.00	.00	205,000.00	
TOTAL HOME	90,492.00	210,000.00	210,000.00	.00	.00	205,000.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

CDBG			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
2092301	CDBG ADMINISTRATION								
2092301	5110	BUY BACKS	.00	1,500.00	.00	.00	.00	190.00	
2092301	5111	SALARY-FT	25,114.28	29,360.00	18,417.00	16,828.59	21,690.00	26,890.00	
2092301	5116	FRINGE BEN	5,073.59	6,840.00	4,330.00	3,915.86	4,750.00	6,730.00	
2092301	5117	RETIR CNTR	2,496.50	3,230.00	1,730.00	1,689.44	2,160.00	3,320.00	
2092301	5119	UAL PERS	4,968.01	6,050.00	5,430.00	1,875.38	6,050.00	3,950.00	
2092301	5212	ADVERTISNG	8,550.54	8,000.00	8,000.00	8,605.30	9,000.00	10,000.00	
2092301	5215	TRNG/CONF	89.54	150.00	150.00	.00	250.00	300.00	
2092301	5216	OFFIC SUPP	.00	300.00	291.00	.00	.00	100.00	
2092301	5217	OTHER SUPP	.00	100.00	100.00	53.88	.00	.00	
2092301	5252	PROF SVS	.00	.00	3,740.00	3,593.00	3,590.00	.00	
2092301	5258	OTHER SVS	23,436.54	28,530.00	41,863.00	41,863.00	36,560.00	31,740.00	
TOTAL CDBG ADMINISTRATION			69,729.00	84,060.00	84,051.00	78,424.45	84,050.00	83,220.00	
2092302	REC CLASS								
2092302	5112	SALARY-PT	8,077.40	.00	.00	.00	.00	.00	
2092302	5116	FRINGE BEN	109.92	.00	.00	.00	.00	.00	
2092302	5117	RETIR CNTR	291.87	.00	.00	.00	.00	.00	
2092302	5119	UAL PERS	642.81	.00	.00	.00	.00	.00	
TOTAL REC CLASS			9,122.00	.00	.00	.00	.00	.00	
2092305	GRAFFTI REMOVAL								
2092305	5258	OTHER SVS	13,684.00	9,750.00	9,751.00	9,751.00	9,750.00	15,000.00	
TOTAL GRAFFTI REMOVAL			13,684.00	9,750.00	9,751.00	9,751.00	9,750.00	15,000.00	
2092308	DIAMOND COURT								
2092308	5112	SALARY-PT	5,156.40	16,250.00	16,253.00	13,232.25	8,430.00	.00	
2092308	5116	FRINGE BEN	78.23	.00	.00	199.30	520.00	.00	
2092308	5117	RETIR CNTR	145.60	.00	.00	851.73	2,200.00	.00	
2092308	5119	UAL PERS	320.77	.00	.00	1,969.72	5,100.00	.00	
2092308	5258	OTHER SVS	.00	.00	.00	.00	16,250.00	20,000.00	
TOTAL DIAMOND COURT			5,701.00	16,250.00	16,253.00	16,253.00	32,500.00	20,000.00	
2092309	FAIR HOUSING								
2092309	5258	OTHER SVS	20,000.00	22,000.00	22,000.00	22,000.00	22,000.00	24,200.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

CDBG	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
TOTAL FAIR HOUSING	20,000.00	22,000.00	22,000.00	22,000.00	22,000.00	24,200.00	
2092311 FOOD- ST. JOSEPH							
2092311 5258 OTHER SVS	14,464.00	19,500.00	19,503.00	19,503.00	19,500.00	21,280.00	
TOTAL FOOD- ST. JOSEPH	14,464.00	19,500.00	19,503.00	19,503.00	19,500.00	21,280.00	
2092312 HOMELESS SERVICES							
2092312 5258 OTHER SVS	12,772.00	13,000.00	13,002.00	13,002.00	13,000.00	15,000.00	
TOTAL HOMELESS SERVICES	12,772.00	13,000.00	13,002.00	13,002.00	13,000.00	15,000.00	
2092313 U-HOPE							
2092313 5258 OTHER SVS	.00	13,000.00	13,002.00	5,359.99	5,360.00	.00	
TOTAL U-HOPE	.00	13,000.00	13,002.00	5,359.99	5,360.00	.00	
2092314 HOUSING MEDIATION							
2092314 5258 OTHER SVS	15,000.00	16,500.00	16,500.00	16,500.00	16,500.00	18,150.00	
TOTAL HOUSING MEDIATION	15,000.00	16,500.00	16,500.00	16,500.00	16,500.00	18,150.00	
2092325 HOPE PARTNERS- FOOD SECURITY							
2092325 5258 OTHER SVS	5,701.00	6,500.00	6,501.00	6,501.00	6,500.00	10,000.00	
TOTAL HOPE PARTNERS- FOOD SE	5,701.00	6,500.00	6,501.00	6,501.00	6,500.00	10,000.00	
2092332 CDBG- PAC LIFELINE WOMENS PRG							
2092332 5258 OTHER SVS	5,701.00	6,500.00	6,501.00	6,501.00	6,500.00	7,000.00	
TOTAL CDBG- PAC LIFELINE WOM	5,701.00	6,500.00	6,501.00	6,501.00	6,500.00	7,000.00	
2092336 CDBG-BIZ ASSTN & ACCTRA 18-19							
2092336 5310 FORG LOANS	.00	65,010.00	65,010.00	.00	.00	60,000.00	
TOTAL CDBG-BIZ ASSTN & ACCTR	.00	65,010.00	65,010.00	.00	.00	60,000.00	
2092337 DWNTWN FACADE 18-19							
2092337 5258 OTHER SVS	.00	130,020.00	130,020.00	.00	50,750.00	100,000.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

CDBG	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
TOTAL DWNTWN FACADE 18-19	.00	130,020.00	130,020.00	.00	50,750.00	100,000.00	
2092338 CDBG-EMGNCY REPAIR PRG 18-19							
2092338 5258 OTHER SVS	.00	206,230.00	206,227.00	60,659.81	94,360.00	155,060.00	
TOTAL CDBG-EMGNCY REPAIR PRG	.00	206,230.00	206,227.00	60,659.81	94,360.00	155,060.00	
2092342 IVRS							
2092342 5258 OTHER SVS	5,701.00	7,400.00	7,400.00	7,400.00	7,400.00	7,500.00	
TOTAL IVRS	5,701.00	7,400.00	7,400.00	7,400.00	7,400.00	7,500.00	
2092344 EAGLES WINGS MINISTRIES							
2092344 5258 OTHER SVS	5,701.00	.00	.00	.00	.00	.00	
TOTAL EAGLES WINGS MINISTRIE	5,701.00	.00	.00	.00	.00	.00	
2092345 BUSINESS ASST 17-18							
2092345 5310 FORG LOANS	.00	.00	114,028.00	36,500.00	48,000.00	.00	
TOTAL BUSINESS ASST 17-18	.00	.00	114,028.00	36,500.00	48,000.00	.00	
2092346 DOWNTOWN FACADE 17-18							
2092346 5258 OTHER SVS	.00	.00	114,028.00	45,994.60	114,030.00	.00	
TOTAL DOWNTOWN FACADE 17-18	.00	.00	114,028.00	45,994.60	114,030.00	.00	
2092347 EMERGENCY REPAIR PROG FY17-18							
2092347 5253 CONTRC SVS	.00	.00	.00	23,135.42	.00	.00	
2092347 5258 OTHER SVS	.00	.00	128,471.00	103,060.19	128,470.00	.00	
TOTAL EMERGENCY REPAIR PROG	.00	.00	128,471.00	126,195.61	128,470.00	.00	
2092348 DOWNTOWN FACADE 16-17							
2092348 5253 CONTRC SVS	10,653.60	.00	.00	.00	.00	.00	
2092348 5258 OTHER SVS	54,556.00	.00	22,505.00	22,505.40	22,510.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

CDBG			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
TOTAL DOWNTOWN FACADE 16-17			65,209.60	.00	22,505.00	22,505.40	22,510.00	.00	
2092349	BUSINESS ASST & ATTRC 16-17								
2092349	5253	CONTRC SVS	11,500.00	.00	.00	.00	.00	.00	
2092349	5310	FORG LOANS	50,000.00	.00	13,500.00	13,500.00	13,500.00	.00	
TOTAL BUSINESS ASST & ATTRC			61,500.00	.00	13,500.00	13,500.00	13,500.00	.00	
2097061	LINDA WAY RECONSTRCT 16/17								
2097061	5111	SALARY-FT	33.04	.00	.00	.00	.00	.00	
2097061	5116	FRINGE BEN	6.63	.00	.00	.00	.00	.00	
2097061	5117	RETIR CNTR	3.80	.00	.00	.00	.00	.00	
2097061	5119	UAL PERS	6.97	.00	.00	.00	.00	.00	
2097061	5258	OTHER SVS	565.00	97,040.00	96,477.00	96,477.00	93,050.00	.00	
TOTAL LINDA WAY RECONSTRCT 1			615.44	97,040.00	96,477.00	96,477.00	93,050.00	.00	
2097613	LANDECENA INTERIOR IMPROVEMENT								
2097613	5258	OTHER SVS	.00	.00	.00	.00	.00	100,000.00	
TOTAL LANDECENA INTERIOR IMP			.00	.00	.00	.00	.00	100,000.00	
TOTAL CDBG			310,601.04	712,760.00	1,104,730.00	603,027.86	787,730.00	636,410.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

PBIA			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
2102501	PBIA								
2102501	5217	OTHER SUPP	.00	.00	.00	.00	.00	13,880.00	
2102501	5258	OTHER SVS	.00	53,600.00	53,600.00	5,565.19	53,600.00	41,630.00	
TOTAL PBIA			.00	53,600.00	53,600.00	5,565.19	53,600.00	55,510.00	
2107701	2ND AVE ELECTRICAL IMP								
2107701	5258	OTHER SVS	1,887.00	.00	27,943.00	.00	.00	.00	
TOTAL 2ND AVE ELECTRICAL IMP			1,887.00	.00	27,943.00	.00	.00	.00	
2107702	PARKING LOT REHAB & DWNTWN STR								
2107702	5111	SALARY-FT	.00	.00	.00	833.75	.00	.00	
2107702	5116	FRINGE BEN	.00	.00	.00	167.66	.00	.00	
2107702	5117	RETIR CNTR	.00	.00	.00	87.22	.00	.00	
2107702	5119	UAL PERS	.00	.00	.00	220.15	.00	.00	
2107702	5258	OTHER SVS	.00	150,000.00	150,000.00	.00	1,310.00	148,690.00	
TOTAL PARKING LOT REHAB & DW			.00	150,000.00	150,000.00	1,308.78	1,310.00	148,690.00	
TOTAL PBIA			1,887.00	203,600.00	231,543.00	6,873.97	54,910.00	204,200.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

AIR QUALITY POLLUTION REDUCT			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
2110000	AIR QUALITY POLLUTION REDUCT								
2110000	5070	TRNSFR OUT	29,393.00	.00	.00	.00	.00	.00	
TOTAL AIR QUALITY POLLUTION			29,393.00	.00	.00	.00	.00	.00	
2112502	AQMD								
2112502	5111	SALARY-FT	4,924.19	4,960.00	4,960.00	2,889.70	1,530.00	2,980.00	
2112502	5116	FRINGE BEN	185.06	.00	.00	944.63	1,540.00	800.00	
2112502	5117	RETIR CNTR	.00	.00	.00	302.25	160.00	320.00	
2112502	5119	UAL PERS	.00	.00	.00	763.02	410.00	960.00	
2112502	5136	FRG B-S PD	30.28	.00	.00	.00	160.00	.00	
2112502	5215	TRNG/CONF	.00	200.00	200.00	.00	200.00	200.00	
2112502	5217	OTHER SUPP	.00	1,000.00	1,000.00	.00	1,000.00	1,000.00	
2112502	5321	EMPL INCEN	12,926.64	30,000.00	30,000.00	6,629.50	30,000.00	30,000.00	
2112502	5531	VEHICLES	.00	.00	.00	.00	.00	83,950.00	
TOTAL AQMD			18,066.17	36,160.00	36,160.00	11,529.10	35,000.00	120,210.00	
2117901	CITY HALL GREEN ENERGY TRANS E								
2117901	5258	OTHER SVS	.00	75,000.00	75,000.00	.00	.00	75,000.00	
TOTAL CITY HALL GREEN ENERGY			.00	75,000.00	75,000.00	.00	.00	75,000.00	
TOTAL AIR QUALITY POLLUTION			47,459.17	111,160.00	111,160.00	11,529.10	35,000.00	195,210.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

HOMELAND SECURITY GRANTS-PD	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
2143263 HSGP 2015-PD - 2015-00093							
2143263 5232 COMP EQUIP	1,901.65	.00	.00	.00	.00	.00	
2143263 5233 OTHR EQUIP	1,088.83	.00	.00	.00	.00	.00	
2143263 5530 MACH&EQUIP	9,949.65	.00	.00	.00	.00	.00	
TOTAL HSGP 2015-PD - 2015-00	12,940.13	.00	.00	.00	.00	.00	
2143268 HSGP 2016-PD							
2143268 5233 OTHR EQUIP	.00	.00	.00	1,304.00	1,310.00	.00	
2143268 5530 MACH&EQUIP	24,283.80	.00	1,304.00	.00	.00	.00	
TOTAL HSGP 2016-PD	24,283.80	.00	1,304.00	1,304.00	1,310.00	.00	
2143270 HSGP 2017-PD							
2143270 5530 MACH&EQUIP	.00	.00	22,940.00	.00	.00	22,940.00	
TOTAL HSGP 2017-PD	.00	.00	22,940.00	.00	.00	22,940.00	
TOTAL HOMELAND SECURITY GRAN	37,223.93	.00	24,244.00	1,304.00	1,310.00	22,940.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

PROP 30			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
2153257	PROP 30 - PD								
2153257	5217	OTHER SUPP	.00	110,000.00	110,000.00	.00	.00	.00	
2153257	5246	MAINT-EQP	.00	5,000.00	5,000.00	.00	.00	.00	
2153257	5530	MACH&EQUIP	.00	25,000.00	25,000.00	.00	.00	140,000.00	
TOTAL PROP 30 - PD			.00	140,000.00	140,000.00	.00	.00	140,000.00	
TOTAL PROP 30			.00	140,000.00	140,000.00	.00	.00	140,000.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

COPS ALLOCATION-PD	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
2163256 COPS ALLOCATION FY 14-15							
2163256 5232 COMP EQUIP	.00	136,050.00	136,050.00	.00	.00	.00	
2163256 5530 MACH&EQUIP	.00	.00	.00	.00	.00	136,050.00	
TOTAL COPS ALLOCATION FY 14-	.00	136,050.00	136,050.00	.00	.00	136,050.00	
2163261 COPS ALLOCATION FY 13-14							
2163261 5233 OTHR EQUIP	.00	.00	.00	3,398.31	.00	.00	
2163261 5246 MAINT-EQP	.00	.00	.00	1,240.99	1,250.00	.00	
2163261 5254 DATA P SVS	.00	.00	.00	7,763.51	7,770.00	.00	
2163261 5530 MACH&EQUIP	.00	20,860.00	20,860.00	8,447.23	11,850.00	20.00	
TOTAL COPS ALLOCATION FY 13-	.00	20,860.00	20,860.00	20,850.04	20,870.00	20.00	
2163262 COPS ALLOCATION FY 15-16							
2163262 5530 MACH&EQUIP	.00	153,230.00	153,230.00	.00	.00	153,230.00	
TOTAL COPS ALLOCATION FY 15-	.00	153,230.00	153,230.00	.00	.00	153,230.00	
2163267 COPS ALLOCATION FY 16-17							
2163267 5530 MACH&EQUIP	.00	162,730.00	162,730.00	.00	.00	162,730.00	
TOTAL COPS ALLOCATION FY 16-	.00	162,730.00	162,730.00	.00	.00	162,730.00	
2163269 COPS ALLOCATION FY 17-18							
2163269 5530 MACH&EQUIP	.00	107,040.00	107,040.00	.00	.00	174,840.00	
TOTAL COPS ALLOCATION FY 17-	.00	107,040.00	107,040.00	.00	.00	174,840.00	
TOTAL COPS ALLOCATION-PD	.00	579,910.00	579,910.00	20,850.04	20,870.00	626,870.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

OTHER GRANTS	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
2173326 SPARK OF LOVE GRANT							
2173326 5217 OTHER SUPP	3,877.20	.00	.00	.00	3,886.00	.00	
TOTAL SPARK OF LOVE GRANT	3,877.20	.00	.00	.00	3,886.00	.00	
2174201 LEMON FESTIVAL PROCEEDS							
2174201 5301 LEMON FEST	35,000.00	.00	51,500.00	51,500.00	35,000.00	.00	
TOTAL LEMON FESTIVAL PROCEED	35,000.00	.00	51,500.00	51,500.00	35,000.00	.00	
2174205 SENIOR CENTER							
2174205 5217 OTHER SUPP	.00	.00	1,423.00	893.20	1,423.00	.00	
TOTAL SENIOR CENTER	.00	.00	1,423.00	893.20	1,423.00	.00	
2174211 JPL NASA GRANT							
2174211 5217 OTHER SUPP	127.12	.00	92.00	.00	219.00	.00	
TOTAL JPL NASA GRANT	127.12	.00	92.00	.00	219.00	.00	
2174403 LIBRARY LITERACY PROGRAM							
2174403 5213 DUES&SUBSC	.00	.00	.00	690.00	.00	.00	
2174403 5232 COMP EQUIP	.00	.00	5,500.00	1,520.48	5,500.00	.00	
TOTAL LIBRARY LITERACY PROGR	.00	.00	5,500.00	2,210.48	5,500.00	.00	
TOTAL OTHER GRANTS	39,004.32	.00	58,515.00	54,603.68	46,028.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

OFFICE OF TRAFFIC SAFETY	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
2180000 OFFICE OF TRAFFIC SAFETY							
2180000 5070 TRNSFR OUT	27,480.00	.00	.00	.00	.00	.00	
TOTAL OFFICE OF TRAFFIC SAFE	27,480.00	.00	.00	.00	.00	.00	
2183260 DUI ENF STEP GRANT-PT18152							
2183260 5112 SALARY-PT	723.79	.00	.00	712.68	300.00	.00	
2183260 5113 OVERTIME	4,833.36	.00	.00	2,171.32	4,830.00	.00	
2183260 5133 OT-SW PD	47,717.78	.00	32,314.00	19,219.33	37,620.00	.00	
2183260 5215 TRNG/CONF	.00	.00	2,766.00	.00	2,770.00	.00	
2183260 5217 OTHER SUPP	4,139.90	.00	3,157.00	.00	3,250.00	.00	
2183260 5232 COMP EQUIP	8,000.00	.00	.00	.00	8,000.00	.00	
2183260 5233 OTHR EQUIP	11,348.01	.00	.00	.00	11,350.00	.00	
2183260 5531 VEHICLES	.00	.00	46,520.00	19,000.00	46,480.00	.00	
TOTAL DUI ENF STEP GRANT-PT1	76,762.84	.00	84,757.00	41,103.33	114,600.00	.00	
2183266 DUI ENF STEP GRANT-PT17134							
2183266 5113 OVERTIME	3,723.20	.00	.00	.00	6,870.00	.00	
2183266 5133 OT-SW PD	57,700.07	.00	.00	.00	71,000.00	.00	
2183266 5233 OTHR EQUIP	2,161.48	.00	.00	.00	.00	.00	
TOTAL DUI ENF STEP GRANT-PT1	63,584.75	.00	.00	.00	77,870.00	.00	
2183271 DUI ENF STEP GRANT-PT19122							
2183271 5112 SALARY-PT	.00	.00	.00	2,420.97	.00	.00	
2183271 5113 OVERTIME	.00	.00	.00	3,832.80	.00	.00	
2183271 5116 FRINGE BEN	.00	.00	.00	196.48	.00	.00	
2183271 5133 OT-SW PD	.00	.00	140,782.00	82,437.94	.00	.00	
2183271 5136 FRG B-S PD	.00	.00	.00	4,081.60	.00	.00	
2183271 5137 RT CNTR-PD	.00	.00	.00	65.96	.00	.00	
2183271 5139 UAL PD SWR	.00	.00	.00	152.66	.00	.00	
2183271 5215 TRNG/CONF	.00	.00	7,045.00	.00	.00	.00	
2183271 5217 OTHER SUPP	.00	.00	2,173.00	482.72	.00	.00	
2183271 5233 OTHR EQUIP	.00	.00	20,000.00	19,997.99	.00	.00	
TOTAL DUI ENF STEP GRANT-PT1	.00	.00	170,000.00	113,669.12	.00	.00	
TOTAL OFFICE OF TRAFFIC SAFE	167,827.59	.00	254,757.00	154,772.45	192,470.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

JAG GRANTS- PD	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
2193447 2015 JAG GRANT							
2193447 5233 OTHR EQUIP	1,000.00	.00	.00	.00	.00	.00	
2193447 5530 MACH&EQUIP	11,058.04	.00	.00	.00	.00	.00	
TOTAL 2015 JAG GRANT	12,058.04	.00	.00	.00	.00	.00	
2193450 2016 JAG GRANT							
2193450 5213 DUES&SUBSC	3,648.96	.00	.00	2,671.62	.00	.00	
2193450 5233 OTHR EQUIP	.00	.00	3,225.00	916.76	.00	.00	
TOTAL 2016 JAG GRANT	3,648.96	.00	3,225.00	3,588.38	.00	.00	
TOTAL JAG GRANTS- PD	15,707.00	.00	3,225.00	3,588.38	.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

ASSET FORFEITURE-FED DOJ	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
2203304 ASSET FORF- FEDERAL DOJ							
2203304 5253 CONTRC SVS	5,062.50	.00	.00	.00	33,000.00	.00	
TOTAL ASSET FORF- FEDERAL DO	5,062.50	.00	.00	.00	33,000.00	.00	
TOTAL ASSET FORFEITURE-FED D	5,062.50	.00	.00	.00	33,000.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

CALHOME			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
2220000	CALHOME								
2220000	5299	PY EXP	38,228.25	.00	.00	.00	.00	.00	
TOTAL CALHOME			38,228.25	.00	.00	.00	.00	.00	
2222407	CALHOME 12-8689								
2222407	5314	HIP LOANS	.00	180,000.00	180,000.00	.00	.00	105,000.00	
2222407	5315	FTHB LOANS	.00	90,000.00	90,000.00	.00	90,000.00	105,000.00	
TOTAL CALHOME 12-8689			.00	270,000.00	270,000.00	.00	90,000.00	210,000.00	
2222408	CALHOME PROGRAM INCOME								
2222408	5111	SALARY-FT	8,993.00	.00	.00	.00	.00	.00	
2222408	5314	HIP LOANS	60,798.00	.00	.00	.00	60,000.00	.00	
TOTAL CALHOME PROGRAM INCOME			69,791.00	.00	.00	.00	60,000.00	.00	
TOTAL CALHOME			108,019.25	270,000.00	270,000.00	.00	150,000.00	210,000.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

ASSET FORFEITURE-STATE	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
2243414 ASSET FORFEITURE STATE							
2243414 5243 UTL-TELEPH	431.30	750.00	750.00	.00	560.00	.00	
TOTAL ASSET FORFEITURE STATE	431.30	750.00	750.00	.00	560.00	.00	
2243423 ASSET FORFEITURE STATE-15%							
2243423 5258 OTHER SVS	1,500.00	.00	.00	.00	1,500.00	.00	
TOTAL ASSET FORFEITURE STATE	1,500.00	.00	.00	.00	1,500.00	.00	
TOTAL ASSET FORFEITURE-STATE	1,931.30	750.00	750.00	.00	2,060.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

FINANCING AUTHORITY	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
3010000 FINANCING AUTHORITY							
3010000 5070 TRNSFR OUT	.00	.00	.00	28,209.02	.00	.00	
TOTAL FINANCING AUTHORITY	.00	.00	.00	28,209.02	.00	.00	
TOTAL FINANCING AUTHORITY	.00	.00	.00	28,209.02	.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

GENERAL DEVELOPMENT			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
4208032	CW RECORDS CTR REMODEL								
4208032	5258	OTHER SVS	33,000.00	12,090.00	12,090.00	.00	.00	.00	
TOTAL CW RECORDS CTR REMODEL			33,000.00	12,090.00	12,090.00	.00	.00	.00	
4208033	MAGNOLIA REC CTR ROOF REPAIR								
4208033	5111	SALARY-FT	1,987.09	.00	.00	524.96	.00	.00	
4208033	5116	FRINGE BEN	370.79	.00	.00	105.48	.00	.00	
4208033	5117	RETIR CNTR	203.74	.00	.00	54.91	.00	.00	
4208033	5119	UAL PERS	448.77	.00	.00	138.61	.00	.00	
4208033	5258	OTHER SVS	30,156.54	17,470.00	17,303.00	.00	820.00	.00	
TOTAL MAGNOLIA REC CTR ROOF			33,166.93	17,470.00	17,303.00	823.96	820.00	.00	
4208038	MAGNOLIA REC CTR UPGRADES								
4208038	5258	OTHER SVS	45,965.00	204,040.00	204,040.00	.00	.00	.00	
TOTAL MAGNOLIA REC CTR UPGRA			45,965.00	204,040.00	204,040.00	.00	.00	.00	
4208039	PD ENTRANCE TO IMPND LT/ FUEL								
4208039	5111	SALARY-FT	.00	.00	.00	92.64	.00	.00	
4208039	5116	FRINGE BEN	.00	.00	.00	18.63	.00	.00	
4208039	5117	RETIR CNTR	.00	.00	.00	9.69	.00	.00	
4208039	5119	UAL PERS	.00	.00	.00	24.46	.00	.00	
4208039	5258	OTHER SVS	.00	55,000.00	55,000.00	.00	150.00	54,850.00	
TOTAL PD ENTRANCE TO IMPND L			.00	55,000.00	55,000.00	145.42	150.00	54,850.00	
4208040	UTILITY UNDERGROUND 2019								
4208040	5258	OTHER SVS	.00	735,000.00	735,000.00	.00	.00	.00	
TOTAL UTILITY UNDERGROUND 20			.00	735,000.00	735,000.00	.00	.00	.00	
4208215	FIRE STATION III ELEC SVC MOD								
4208215	5258	OTHER SVS	1,537.00	.00	.00	.00	.00	.00	
TOTAL FIRE STATION III ELEC			1,537.00	.00	.00	.00	.00	.00	
4209659	LIBRARY POWER SYS UPGRADES								
4209659	5111	SALARY-FT	802.88	.00	.00	787.44	.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

GENERAL DEVELOPMENT			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
4209659	5116	FRINGE BEN	161.30	.00	.00	152.55	.00	.00	_____
4209659	5117	RETIR CNTR	82.32	.00	.00	82.37	.00	.00	_____
4209659	5119	UAL PERS	181.32	.00	.00	207.91	.00	.00	_____
4209659	5258	OTHER SVS	.00	98,910.00	98,768.00	14,800.00	15,790.00	.00	_____
TOTAL LIBRARY POWER SYS UPGR			1,227.82	98,910.00	98,768.00	16,030.27	15,790.00	.00	_____
TOTAL GENERAL DEVELOPMENT			114,896.75	1,122,510.00	1,122,201.00	16,999.65	16,760.00	54,850.00	_____

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

PARK ACQUISITION & DEVELOPMENT	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
4215420 PARK MAINTENANCE-PK DEV DIF							
4215420 5530 MACH&EQUIP	.00	.00	.00	.00	.00	60,000.00	
TOTAL PARK MAINTENANCE-PK DE	.00	.00	.00	.00	.00	60,000.00	
4218203 SPORTS PARK							
4218203 5258 OTHER SVS	.00	45,000.00	45,000.00	.00	.00	45,000.00	
TOTAL SPORTS PARK	.00	45,000.00	45,000.00	.00	.00	45,000.00	
4218209 MAGNOLIA RESTROOM ADA CMPLNC							
4218209 5258 OTHER SVS	.00	23,400.00	23,400.00	.00	.00	23,400.00	
TOTAL MAGNOLIA RESTROOM ADA	.00	23,400.00	23,400.00	.00	.00	23,400.00	
4218231 MEM PK BKST/SAFETY NET							
4218231 5258 OTHER SVS	.00	50,000.00	50,000.00	.00	.00	50,000.00	
TOTAL MEM PK BKST/SAFETY NET	.00	50,000.00	50,000.00	.00	.00	50,000.00	
4218233 MEMORIAL PRK CHAIN LINK FEN							
4218233 5258 OTHER SVS	-8,065.70	.00	.00	.00	.00	.00	
TOTAL MEMORIAL PRK CHAIN LIN	-8,065.70	.00	.00	.00	.00	.00	
4219646 OLIVEDALE PARK							
4219646 5258 OTHER SVS	100,000.00	.00	.00	.00	.00	.00	
TOTAL OLIVEDALE PARK	100,000.00	.00	.00	.00	.00	.00	
TOTAL PARK ACQUISITION & DEV	91,934.30	118,400.00	118,400.00	.00	.00	178,400.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

STORM DRAIN DEVELOPMENT	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
4228402 STRM DRN RPLCMNTS							
4228402 5111 SALARY-FT	30.88	.00	.00	.00	.00	.00	
4228402 5116 FRINGE BEN	6.21	.00	.00	.00	.00	.00	
4228402 5117 RETIR CNTR	3.17	.00	.00	.00	.00	.00	
4228402 5119 UAL PERS	6.97	.00	.00	.00	.00	.00	
4228402 5258 OTHER SVS	.00	279,800.00	279,800.00	93,410.00	.00	263,700.00	
TOTAL STRM DRN RPLCMNTS	47.23	279,800.00	279,800.00	93,410.00	.00	263,700.00	
4228405 EUCLID STRM DRN-"D" TO 18TH ST							
4228405 5258 OTHER SVS	.00	91,950.00	91,950.00	.00	.00	91,950.00	
TOTAL EUCLID STRM DRN-"D" TO	.00	91,950.00	91,950.00	.00	.00	91,950.00	
4228408 SD MP IMP- PH 1							
4228408 5258 OTHER SVS	.00	99,770.00	99,770.00	.00	.00	99,770.00	
TOTAL SD MP IMP- PH 1	.00	99,770.00	99,770.00	.00	.00	99,770.00	
4228411 SP/PE TRAIL STORM DRAIN IMPROV							
4228411 5258 OTHER SVS	.00	.00	.00	.00	.00	200,000.00	
TOTAL SP/PE TRAIL STORM DRAI	.00	.00	.00	.00	.00	200,000.00	
TOTAL STORM DRAIN DEVELOPMEN	47.23	471,520.00	471,520.00	93,410.00	.00	655,420.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

STREET & TRAFFIC FACILITY DEV	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
4238617 ARROW RTW WDNG							
4238617 5258 OTHER SVS	.00	600,000.00	600,000.00	.00	.00	600,000.00	
TOTAL ARROW RTW WDNG	.00	600,000.00	600,000.00	.00	.00	600,000.00	
4238621 TRAFFIC SIGNAL UPGRADES							
4238621 5111 SALARY-FT	617.60	.00	.00	.00	.00	.00	
4238621 5116 FRINGE BEN	124.17	.00	.00	.00	.00	.00	
4238621 5117 RETIR CNTR	63.32	.00	.00	.00	.00	.00	
4238621 5119 UAL PERS	139.48	.00	.00	.00	.00	.00	
4238621 5258 OTHER SVS	115,827.75	.00	.00	.00	.00	.00	
TOTAL TRAFFIC SIGNAL UPGRADE	116,772.32	.00	.00	.00	.00	.00	
4238622 I-10 & EUCLID AVE INTERCHANGE							
4238622 5258 OTHER SVS	315,045.00	634,960.00	634,960.00	.00	.00	634,960.00	
TOTAL I-10 & EUCLID AVE INTE	315,045.00	634,960.00	634,960.00	.00	.00	634,960.00	
4238623 I-10 & MONTE VISTA INTERCHANGE							
4238623 5258 OTHER SVS	705,391.00	94,610.00	94,610.00	.00	.00	94,610.00	
TOTAL I-10 & MONTE VISTA INT	705,391.00	94,610.00	94,610.00	.00	.00	94,610.00	
4238624 TRAFFIC SIGNAL UPGRADES 18/19							
4238624 5111 SALARY-FT	.00	.00	.00	30.88	.00	.00	
4238624 5116 FRINGE BEN	.00	.00	.00	6.21	.00	.00	
4238624 5117 RETIR CNTR	.00	.00	.00	3.23	.00	.00	
4238624 5119 UAL PERS	.00	.00	.00	8.15	.00	.00	
4238624 5258 OTHER SVS	.00	150,000.00	150,000.00	.00	50.00	149,950.00	
TOTAL TRAFFIC SIGNAL UPGRADE	.00	150,000.00	150,000.00	48.47	50.00	149,950.00	
4238625 TRAFFIC SIGNAL UPGRADES 19/20							
4238625 5258 OTHER SVS	.00	.00	.00	.00	.00	150,000.00	
TOTAL TRAFFIC SIGNAL UPGRADE	.00	.00	.00	.00	.00	150,000.00	
TOTAL STREET & TRAFFIC FACIL	1,137,208.32	1,479,570.00	1,479,570.00	48.47	50.00	1,629,520.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

GENERAL CAPITAL PROJECTS	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
4253211 PD CAD AND RMS RPLCMNT							
4253211 5219 PERM/LC/FE	25,251.44	.00	.00	.00	.00	.00	
4253211 5530 MACH&EQUIP	739,533.17	.00	36,433.00	25,286.23	1,638,059.00	.00	
TOTAL PD CAD AND RMS RPLCMNT	764,784.61	.00	36,433.00	25,286.23	1,638,059.00	.00	
4257066 CW CONCRETE RPRS FY18							
4257066 5258 OTHER SVS	225,000.00	.00	25,000.00	25,000.00	25,000.00	.00	
TOTAL CW CONCRETE RPRS FY18	225,000.00	.00	25,000.00	25,000.00	25,000.00	.00	
4258032 CW RECORDS CTR REMODEL							
4258032 5258 OTHER SVS	.00	.00	.00	.00	.00	12,090.00	
TOTAL CW RECORDS CTR REMODEL	.00	.00	.00	.00	.00	12,090.00	
4258038 MAGNOLIA REC CTR UPGRADES							
4258038 5258 OTHER SVS	.00	.00	.00	.00	.00	29,040.00	
TOTAL MAGNOLIA REC CTR UPGRA	.00	.00	.00	.00	.00	29,040.00	
4258040 UTILITY UNDERGROUND 2019							
4258040 5258 OTHER SVS	.00	.00	.00	.00	.00	962,800.00	
TOTAL UTILITY UNDERGROUND 20	.00	.00	.00	.00	.00	962,800.00	
4259659 LIB PWR SYS UPGRDS							
4259659 5258 OTHER SVS	.00	.00	.00	.00	.00	160,000.00	
TOTAL LIB PWR SYS UPGRDS	.00	.00	.00	.00	.00	160,000.00	
TOTAL GENERAL CAPITAL PROJEC	989,784.61	.00	61,433.00	50,286.23	1,663,059.00	1,163,930.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

STREET& ALLEY REPAIRS-BURRTEC	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
4268801 STREET & ALLEY PROGRAM							
4268801 5111 SALARY-FT	1,695.73	.00	.00	1,618.00	.00	.00	
4268801 5116 FRINGE BEN	407.05	.00	.00	306.36	.00	.00	
4268801 5117 RETIR CNTR	174.67	.00	.00	169.25	.00	.00	
4268801 5119 UAL PERS	381.99	.00	.00	427.24	.00	.00	
4268801 5258 OTHER SVS	5,875.00	574,070.00	585,536.00	359,753.35	188,960.00	366,750.00	
TOTAL STREET & ALLEY PROGRAM	8,534.44	574,070.00	585,536.00	362,274.20	188,960.00	366,750.00	
4268802 STREET & ALLEY PROG REHAB 1819							
4268802 5258 OTHER SVS	.00	205,000.00	205,000.00	.00	.00	205,000.00	
TOTAL STREET & ALLEY PROG RE	.00	205,000.00	205,000.00	.00	.00	205,000.00	
4268803 STREET & ALLEY PROG RHAB 19/20							
4268803 5258 OTHER SVS	.00	.00	.00	.00	.00	205,000.00	
TOTAL STREET & ALLEY PROG RH	.00	.00	.00	.00	.00	205,000.00	
TOTAL STREET& ALLEY REPAIRS-	8,534.44	779,070.00	790,536.00	362,274.20	188,960.00	776,750.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

ERG EFFIC CAPITAL IMPROVED PRO	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
4271504 NON-DEPARTMENTAL							
4271504 5427 ISSUA COST	45,033.59	.00	.00	.00	.00	.00	
TOTAL NON-DEPARTMENTAL	45,033.59	.00	.00	.00	.00	.00	
4277500 CAPITAL PROJECTS							
4277500 5253 CONTRC SVS	.00	.00	.00	.00	.00	275,120.00	
4277500 5253 50151 CONTRC SVS	1,992,252.47	.00	804,842.00	890,599.48	.00	.00	
4277500 5253 50152 CONTRC SVS	2,710,367.33	.00	1,792,992.00	1,439,345.90	.00	.00	
TOTAL CAPITAL PROJECTS	4,702,619.80	.00	2,597,834.00	2,329,945.38	.00	275,120.00	
TOTAL ERG EFFIC CAPITAL IMPR	4,747,653.39	.00	2,597,834.00	2,329,945.38	.00	275,120.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

WATER UTILITY			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
6400000	WATER UTILITY								
6400000	5070	TRNSFR OUT	.00	.00	431,166.00	431,166.00	.00	.00	
TOTAL WATER UTILITY			.00	.00	431,166.00	431,166.00	.00	.00	
6406201	WATER ADMINISTRATION								
6406201	5110	BUY BACKS	12,556.35	24,000.00	24,000.00	9,673.06	12,900.00	18,310.00	
6406201	5111	SALARY-FT	409,689.39	310,370.00	310,370.00	423,741.57	374,900.00	457,910.00	
6406201	5112	SALARY-PT	14,501.73	11,530.00	11,530.00	10,484.37	11,050.00	16,880.00	
6406201	5113	OVERTIME	23.83	.00	.00	59.84	100.00	100.00	
6406201	5116	FRINGE BEN	64,800.54	58,230.00	58,230.00	60,206.67	65,530.00	95,070.00	
6406201	5117	RETIR CNTR	35,341.42	32,430.00	32,430.00	30,260.46	36,680.00	50,620.00	
6406201	5119	UAL PERS	76,418.51	128,470.00	128,470.00	53,865.90	128,470.00	164,910.00	
6406201	5211	POSTAGE	52.99	350.00	350.00	.00	100.00	100.00	
6406201	5212	ADVERTISNG	676.44	.00	.00	114.60	130.00	130.00	
6406201	5213	DUES&SUBSC	650.97	500.00	500.00	1,269.00	1,500.00	1,500.00	
6406201	5215	TRNG/CONF	13,981.71	24,390.00	24,390.00	1,947.74	24,390.00	24,390.00	
6406201	5216	OFFIC SUPP	249.16	2,500.00	2,500.00	1,912.01	2,500.00	2,500.00	
6406201	5217	OTHER SUPP	843.34	4,000.00	4,000.00	21.93	1,500.00	1,500.00	
6406201	5218	UNIFRM EXP	13,280.27	13,500.00	13,500.00	18,544.83	17,500.00	18,500.00	
6406201	5219	PERM/LC/FE	345.00	.00	.00	155.00	160.00	.00	
6406201	5220	FUEL USAGE	1,551.26	1,500.00	1,500.00	1,662.61	1,750.00	2,000.00	
6406201	5222	PRNT/MAIL	84.04	200.00	200.00	.00	200.00	.00	
6406201	5223	INFO SYS	47,726.00	62,780.00	62,780.00	57,552.00	62,780.00	73,940.00	
6406201	5224	VEH CHRG	2,152.00	2,820.00	2,820.00	2,585.00	2,820.00	3,780.00	
6406201	5242	UTL-GAS	643.60	500.00	500.00	975.35	850.00	900.00	
6406201	5244	UTL-WATER	897,923.02	1,010,000.00	1,010,000.00	728,841.60	1,000,000.00	1,050,000.00	
6406201	5251	LEGAL SVS	3,899.10	30,000.00	30,000.00	50,000.00	30,000.00	40,000.00	
6406201	5252	PROF SVS	22,068.00	43,000.00	75,125.00	56,269.00	67,500.00	80,550.00	
6406201	5253	CONTRC SVS	.00	15,000.00	5,000.00	.00	5,000.00	5,000.00	
6406201	5255	BANKNG SVS	6.90	4,100.00	4,100.00	2,004.80	4,100.00	4,100.00	
6406201	5258	OTHER SVS	44,944.34	52,270.00	37,270.00	15,687.78	23,300.00	23,300.00	
6406201	5273	WK CMP CHG	187,849.00	195,380.00	195,380.00	179,102.00	195,380.00	209,270.00	
6406201	5274	UNEMPL CHG	15,890.00	16,300.00	16,300.00	14,938.00	16,300.00	16,890.00	
6406201	5275	LT DIS CHG	15,998.00	16,300.00	16,300.00	14,938.00	16,300.00	16,870.00	
6406201	5276	LIAB CHG	285,945.00	303,320.00	303,320.00	278,047.00	303,320.00	311,330.00	
6406201	5277	LOSS PREV	22,524.00	18,490.00	18,490.00	16,951.00	18,490.00	17,250.00	
6406201	5283	DEPR-M&EQP	7,390.54	.00	.00	.00	.00	.00	
6406201	5284	DEPR-VEH	69,707.23	.00	.00	.00	.00	.00	
6406201	5291	BAD DB EXP	18,000.50	.00	.00	.00	.00	.00	
6406201	5292	ADM SV EXP	1,314,933.21	1,130,510.00	1,130,510.00	991,615.18	1,243,170.00	1,367,880.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

WATER UTILITY			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
6406201	5299	PY EXP	-13,662.57	.00	.00	.00	.00	.00	
6406201	5324	OPEB	129,639.00	63,100.00	63,100.00	57,838.33	63,100.00	64,720.00	
6406201	5325	PEN EXP	537,821.68	.00	.00	.00	.00	.00	
6406201	5521	LAND	62,712.50	.00	.00	.00	.00	.00	
6406201	5530	MACH&EQUIP	.00	61,900.00	61,900.00	59,377.45	61,900.00	.00	
6406201	5531	VEHICLES	154,424.97	.00	187,770.00	187,771.35	187,520.00	.00	
6406201	5600	CONTR FA	-225,071.91	.00	.00	.00	.00	.00	
TOTAL WATER ADMINISTRATION			4,248,511.06	3,637,740.00	3,832,635.00	3,328,413.43	3,981,190.00	4,140,200.00	
6406202	CUSTOMER SERVICE								
6406202	5110	BUY BACKS	1,066.97	2,500.00	2,500.00	28.89	.00	.00	
6406202	5111	SALARY-FT	306,209.83	342,890.00	339,914.00	290,443.06	323,070.00	66,540.00	
6406202	5112	SALARY-PT	1,718.66	3,880.00	3,880.00	377.61	760.00	.00	
6406202	5113	OVERTIME	1,933.25	17,500.00	17,500.00	6,784.83	6,200.00	10,000.00	
6406202	5116	FRINGE BEN	75,907.64	99,610.00	98,851.00	66,040.34	76,530.00	17,360.00	
6406202	5117	RETIR CNTR	30,879.41	39,160.00	38,761.00	28,950.53	32,440.00	7,260.00	
6406202	5119	UAL PERS	73,415.85	65,000.00	65,000.00	52,057.30	65,000.00	20,560.00	
6406202	5211	POSTAGE	18,198.14	27,500.00	27,500.00	26,500.00	27,500.00	27,500.00	
6406202	5215	TRNG/CONF	.00	6,130.00	6,130.00	.00	6,130.00	6,130.00	
6406202	5216	OFFIC SUPP	2,631.59	5,600.00	5,600.00	2,800.00	5,600.00	5,600.00	
6406202	5217	OTHER SUPP	162.00	500.00	500.00	.00	.00	.00	
6406202	5220	FUEL USAGE	481.62	1,000.00	1,000.00	205.71	1,000.00	1,000.00	
6406202	5223	INFO SYS	18,100.00	18,000.00	18,000.00	16,500.00	18,000.00	.00	
6406202	5224	VEH CHRG	1,865.00	2,510.00	2,510.00	2,299.00	2,510.00	2,410.00	
6406202	5231	FURN&OFFC	.00	2,000.00	2,000.00	.00	2,000.00	2,000.00	
6406202	5234	OTH EQ RNT	1,673.76	1,680.00	1,680.00	1,675.00	1,680.00	1,800.00	
6406202	5253	CONTRC SVS	.00	.00	6,749.00	6,749.00	.00	.00	
6406202	5254	DATA P SVS	.00	.00	.00	3,629.15	.00	.00	
6406202	5255	BANKNG SVS	97,973.10	102,000.00	102,000.00	85,987.78	102,000.00	.00	
6406202	5258	OTHER SVS	19,024.84	63,560.00	63,560.00	15,190.72	63,560.00	.00	
6406202	5297	OTHR EXP	300.00	.00	.00	.00	.00	.00	
6406202	5421	LEASE PRIN	.00	830.00	830.00	.00	830.00	830.00	
TOTAL CUSTOMER SERVICE			651,541.66	801,850.00	804,465.00	606,218.92	734,810.00	168,990.00	
6406203	METER SERVICES								
6406203	5111	SALARY-FT	138,415.87	155,190.00	155,190.00	137,920.64	145,970.00	163,500.00	
6406203	5113	OVERTIME	10,608.27	18,000.00	18,000.00	12,116.24	6,890.00	12,000.00	
6406203	5116	FRINGE BEN	25,232.69	47,000.00	47,000.00	22,477.57	24,470.00	47,060.00	
6406203	5117	RETIR CNTR	12,894.31	18,310.00	18,310.00	12,846.06	13,830.00	19,540.00	
6406203	5119	UAL PERS	19,503.79	11,600.00	11,600.00	10,589.25	11,600.00	16,610.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

WATER UTILITY			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
6406203	5217	OTHER SUPP	378,076.85	325,500.00	325,500.00	276,140.21	325,500.00	575,500.00	
6406203	5220	FUEL USAGE	4,835.59	15,300.00	15,300.00	4,505.11	6,000.00	6,500.00	
6406203	5223	INFO SYS	9,000.00	.00	.00	.00	.00	.00	
6406203	5224	VEH CHRG	12,265.00	16,190.00	16,190.00	14,839.00	16,190.00	9,210.00	
6406203	5231	FURN&OFFC	.00	.00	.00	1,641.84	1,650.00	2,000.00	
6406203	5233	OTHR EQUIP	4,494.08	.00	.00	785.88	.00	.00	
6406203	5258	OTHER SVS	40,482.80	31,000.00	31,000.00	37,777.00	38,180.00	12,120.00	
6406203	5530	MACH&EQUIP	.00	.00	.00	33,057.70	33,000.00	15,000.00	
6406203	5531	VEHICLES	.00	.00	.00	.00	.00	114,200.00	
TOTAL METER SERVICES			655,809.25	638,090.00	638,090.00	564,696.50	623,280.00	993,240.00	
6406204	DAMAGE TO CITY PROPERTY								
6406204	5113	OVERTIME	9.52	.00	.00	.00	.00	.00	
6406204	5116	FRINGE BEN	2.91	.00	.00	.00	.00	.00	
6406204	5258	OTHER SVS	10,156.26	.00	.00	6,905.09	1,900.00	3,000.00	
TOTAL DAMAGE TO CITY PROPERT			10,168.69	.00	.00	6,905.09	1,900.00	3,000.00	
6406205	PRODUCTION/STORAGE								
6406205	5110	BUY BACKS	4,694.19	.00	.00	5,829.31	11,660.00	.00	
6406205	5111	SALARY-FT	307,685.28	356,120.00	356,120.00	283,075.59	314,730.00	366,190.00	
6406205	5113	OVERTIME	35,643.17	38,500.00	38,500.00	29,294.89	26,250.00	36,000.00	
6406205	5116	FRINGE BEN	63,549.71	82,620.00	82,620.00	60,490.82	64,880.00	82,390.00	
6406205	5117	RETIR CNTR	29,517.17	40,930.00	40,930.00	27,234.71	29,920.00	42,070.00	
6406205	5119	UAL PERS	56,364.26	39,090.00	39,090.00	34,118.53	39,090.00	58,460.00	
6406205	5211	POSTAGE	119.95	.00	.00	102.36	200.00	200.00	
6406205	5213	DUES&SUBSC	.00	.00	.00	1,966.80	1,970.00	2,000.00	
6406205	5215	TRNG/CONF	28.50	.00	.00	.00	.00	.00	
6406205	5216	OFFIC SUPP	882.50	1,000.00	1,000.00	863.08	1,000.00	1,000.00	
6406205	5217	OTHER SUPP	157,706.02	344,750.00	343,550.00	152,043.16	341,750.00	344,750.00	
6406205	5219	PERM/LC/FE	63,284.95	60,250.00	61,450.00	67,407.00	61,960.00	63,500.00	
6406205	5220	FUEL USAGE	19,458.26	19,000.00	19,000.00	18,499.94	19,000.00	19,000.00	
6406205	5222	PRINTING	1,881.43	.00	.00	1,838.32	.00	.00	
6406205	5223	INFO SYS	32,025.00	15,500.00	15,500.00	14,212.00	15,500.00	11,820.00	
6406205	5224	VEH CHRG	36,435.00	47,880.00	47,880.00	43,890.00	47,880.00	48,520.00	
6406205	5225	BLDG MT&OP	82,500.00	82,500.00	82,500.00	75,625.00	82,500.00	93,980.00	
6406205	5231	FURN&OFFC	.00	1,500.00	1,500.00	1,984.83	1,500.00	1,500.00	
6406205	5232	COMP EQUIP	16,332.75	5,000.00	5,000.00	9,583.95	9,600.00	9,600.00	
6406205	5233	OTHR EQUIP	15,248.04	7,000.00	7,000.00	10,602.98	7,000.00	7,000.00	
6406205	5234	OTH EQ RNT	7,259.99	7,000.00	7,000.00	25,668.62	25,000.00	25,000.00	
6406205	5236	RENT	50,856.00	52,000.00	52,000.00	52,896.00	52,900.00	54,000.00	

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ACCOUNTS FOR:

WATER UTILITY			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
6406205	5241	UTL-ELECTR	1,236,075.74	1,500,000.00	1,500,000.00	1,059,955.03	1,500,000.00	1,600,000.00	
6406205	5244	UTL-WATER	7,705,907.11	11,274,190.00	11,274,190.00	9,970,698.65	11,149,180.00	10,466,000.00	
6406205	5245	MAINT-BLDG	3,216.49	.00	.00	.00	.00	.00	
6406205	5246	MAINT-EQP	12,882.51	.00	.00	.00	.00	.00	
6406205	5248	MAINT-OTHR	24,518.34	545,500.00	545,500.00	61,466.63	57,500.00	50,500.00	
6406205	5254	DATA P SVS	.00	.00	.00	15,360.00	15,360.00	15,360.00	
6406205	5258	OTHER SVS	275,503.53	349,500.00	349,500.00	192,459.15	324,500.00	327,500.00	
6406205	5259	RECYCL WTR	1,022,649.38	1,260,000.00	1,260,000.00	1,180,000.00	1,260,000.00	1,362,000.00	
6406205	5288	DEPR-RESER	721,107.76	.00	.00	.00	.00	.00	
6406205	5304	CONTRIBUTN	73,811.60	.00	.00	500,000.00	500,000.00	490,000.00	
6406205	5530	MACH&EQUIP	37,712.50	37,710.00	37,710.00	191,777.04	133,500.00	30,000.00	
6406205	5531	VEHICLES	.00	110,000.00	110,000.00	.00	102,700.00	.00	
6406205	5535	INTAN-SFTW	8,581.21	3,500.00	3,500.00	.00	.00	.00	
6406205	5600	CONTR FA	-46,293.71	.00	.00	.00	.00	.00	
TOTAL PRODUCTION/STORAGE			12,057,144.63	16,281,040.00	16,281,040.00	14,088,944.39	16,197,030.00	15,608,340.00	
6406206	TRANSMISSION & DISTRIBUTION								
6406206	5110	BUY BACKS	4,007.74	.00	.00	3,357.06	6,720.00	.00	
6406206	5111	SALARY-FT	581,813.43	727,390.00	727,390.00	513,592.03	558,870.00	830,510.00	
6406206	5112	SALARY-PT	43,098.61	81,320.00	81,320.00	18,357.58	29,690.00	81,320.00	
6406206	5113	OVERTIME	44,300.23	54,000.00	54,000.00	58,249.21	55,150.00	65,000.00	
6406206	5116	FRINGE BEN	150,018.35	188,780.00	188,780.00	115,372.44	129,100.00	218,100.00	
6406206	5117	RETIR CNTR	57,730.26	85,300.00	85,300.00	49,169.85	53,520.00	91,900.00	
6406206	5119	UAL PERS	130,169.39	140,210.00	140,210.00	77,945.77	140,210.00	216,020.00	
6406206	5213	DUES&SUBSC	248.00	.00	.00	.00	.00	.00	
6406206	5215	TRNG/CONF	261.35	.00	.00	168.57	40.00	.00	
6406206	5216	OFFIC SUPP	26.93	.00	.00	.00	.00	.00	
6406206	5217	OTHER SUPP	93,254.57	322,090.00	322,090.00	424,094.04	349,590.00	395,250.00	
6406206	5220	FUEL USAGE	24,957.65	28,000.00	28,000.00	27,206.21	28,000.00	31,000.00	
6406206	5222	PRINTING	380.52	.00	.00	.00	.00	.00	
6406206	5223	INFO SYS	3,589.00	3,800.00	3,800.00	3,487.00	3,800.00	5,560.00	
6406206	5224	VEH CHRG	78,824.00	103,440.00	103,440.00	94,820.00	103,440.00	52,920.00	
6406206	5232	COMP EQUIP	2,354.00	3,000.00	3,000.00	10,432.61	10,300.00	10,000.00	
6406206	5233	OTHR EQUIP	14,793.83	14,500.00	14,500.00	27,539.05	15,000.00	15,000.00	
6406206	5234	OTH EQ RNT	2,942.50	6,000.00	6,000.00	125.40	6,130.00	17,130.00	
6406206	5248	MAINT-OTHR	163.42	117,500.00	117,500.00	11,929.00	65,000.00	65,000.00	
6406206	5249	OTHR MAINT	1,973.83	.00	.00	.00	.00	.00	
6406206	5253	CONTRC SVS	260,077.00	375,000.00	375,000.00	231,667.60	375,000.00	375,000.00	
6406206	5258	OTHER SVS	199.50	.00	.00	357.50	250.00	300.00	
6406206	5287	DEPR-PIPE	696,009.10	.00	.00	.00	.00	.00	
6406206	5289	DEPR-TRTMT	326,427.65	.00	.00	.00	.00	.00	
6406206	5298	LOSS-CAP A	10,069.00	.00	.00	.00	.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

WATER UTILITY			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
6406206	5531	VEHICLES	.00	110,000.00	110,000.00	95,105.36	95,110.00	185,100.00	
TOTAL TRANSMISSION & DISTRIB			2,527,689.86	2,360,330.00	2,360,330.00	1,762,976.28	2,024,920.00	2,655,110.00	
6406207	WECWC MANAGEMENT CONTROL								
6406207	5111	SALARY-FT	66,995.99	50,680.00	50,680.00	57,914.35	67,060.00	56,560.00	
6406207	5112	SALARY-PT	1,285.60	12,020.00	12,020.00	.00	.00	12,020.00	
6406207	5113	OVERTIME	11,001.73	11,000.00	11,000.00	9,641.16	9,490.00	10,000.00	
6406207	5116	FRINGE BEN	15,180.07	12,140.00	12,140.00	13,027.01	14,800.00	13,640.00	
6406207	5117	RETIR CNTR	5,860.13	7,180.00	7,180.00	4,782.07	5,570.00	6,700.00	
6406207	5119	UAL PERS	10,303.41	8,410.00	8,410.00	4,731.74	8,410.00	8,180.00	
6406207	5211	POSTAGE	.00	400.00	400.00	.00	400.00	.00	
6406207	5213	DUES&SUBSC	250.00	.00	.00	.00	.00	.00	
6406207	5215	TRNG/CONF	82.00	2,000.00	2,000.00	.00	2,000.00	1,000.00	
6406207	5217	OTHER SUPP	77.99	2,000.00	2,000.00	.00	2,000.00	2,000.00	
6406207	5219	PERM/LC/FE	50.00	.00	.00	25.00	30.00	30.00	
6406207	5234	OTH EQ RNT	199.79	.00	.00	.00	.00	.00	
6406207	5249	OTHR MAINT	.00	1,000.00	1,000.00	.00	1,000.00	1,000.00	
6406207	5258	OTHER SVS	.00	2,000.00	2,000.00	.00	2,000.00	2,000.00	
TOTAL WECWC MANAGEMENT CONTR			111,286.71	108,830.00	108,830.00	90,121.33	112,760.00	113,130.00	
6406208	CONSERVATION								
6406208	5111	SALARY-FT	29,767.32	38,490.00	38,490.00	28,499.06	31,260.00	38,950.00	
6406208	5112	SALARY-PT	.00	46,000.00	46,000.00	.00	.00	52,000.00	
6406208	5113	OVERTIME	25.00	.00	.00	141.75	290.00	400.00	
6406208	5116	FRINGE BEN	6,673.99	11,840.00	11,840.00	5,911.40	6,560.00	11,970.00	
6406208	5117	RETIR CNTR	3,034.62	5,150.00	5,150.00	2,901.53	3,160.00	5,210.00	
6406208	5119	UAL PERS	2,970.02	.00	.00	.00	.00	1,790.00	
6406208	5211	POSTAGE	14,444.29	23,000.00	23,000.00	6,000.00	23,000.00	23,000.00	
6406208	5212	ADVERTISNG	379.83	19,700.00	19,700.00	6.02	19,700.00	19,700.00	
6406208	5213	DUES&SUBSC	2,709.03	5,600.00	5,600.00	1,565.16	5,600.00	5,900.00	
6406208	5215	TRNG/CONF	1,126.08	5,500.00	5,500.00	805.38	5,500.00	5,500.00	
6406208	5216	OFFIC SUPP	345.45	2,500.00	2,500.00	753.93	2,500.00	2,200.00	
6406208	5217	OTHER SUPP	5,625.10	33,500.00	33,500.00	2,427.55	33,500.00	33,000.00	
6406208	5218	UNIFRM EXP	.00	1,000.00	1,000.00	236.00	1,000.00	1,000.00	
6406208	5219	PERM/LC/FE	50.00	.00	.00	.00	.00	.00	
6406208	5231	FURN&OFFC	420.10	.00	.00	.00	.00	.00	
6406208	5233	OTHR EQUIP	43.37	.00	.00	.00	.00	.00	
6406208	5234	OTH EQ RNT	550.00	.00	.00	.00	.00	500.00	
6406208	5246	MAINT-EQP	.00	.00	.00	59.40	60.00	60.00	
6406208	5253	CONTRC SVS	.00	38,000.00	38,000.00	.00	38,000.00	38,000.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

WATER UTILITY			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
6406208	5258	OTHER SVS	12,629.73	21,000.00	21,000.00	20,028.50	21,080.00	21,080.00	
6406208	5294	SPONSOR	2,500.00	5,200.00	5,200.00	2,195.00	5,200.00	5,200.00	
6406208	5294 20613	SPONSOR	.00	.00	.00	306.57	.00	.00	
TOTAL CONSERVATION			83,293.93	256,480.00	256,480.00	71,837.25	196,410.00	265,460.00	
6406210	DEBT SERVICE								
6406210	5252	PROF SVS	1,225.00	.00	.00	1,225.00	1,500.00	1,500.00	
6406210	5255	BANKNG SVS	1,750.00	.00	.00	.00	2,000.00	2,000.00	
6406210	5424	BND PRNCPL	.00	.00	.00	.00	355,000.00	365,000.00	
6406210	5425	BND INT EX	340,868.38	365,550.00	365,550.00	365,550.00	365,550.00	351,150.00	
TOTAL DEBT SERVICE			343,843.38	365,550.00	365,550.00	366,775.00	724,050.00	719,650.00	
6406211	STORM WATER MGMT & RECHARGE								
6406211	5111	SALARY-FT	128,350.89	159,500.00	159,500.00	108,393.41	135,220.00	157,130.00	
6406211	5112	SALARY-PT	1,186.06	7,150.00	7,150.00	.00	.00	7,150.00	
6406211	5113	OVERTIME	4,939.00	1,000.00	1,000.00	1,165.98	2,340.00	2,000.00	
6406211	5116	FRINGE BEN	22,707.21	44,480.00	44,480.00	22,671.27	24,340.00	44,300.00	
6406211	5117	RETIR CNTR	12,621.65	18,980.00	18,980.00	10,618.47	13,160.00	19,290.00	
6406211	5119	UAL PERS	24,296.41	18,950.00	18,950.00	11,265.68	18,950.00	22,080.00	
6406211	5213	DUES&SUBSC	90.00	100.00	100.00	.00	100.00	250.00	
6406211	5215	TRNG/CONF	129.00	600.00	600.00	.00	600.00	600.00	
6406211	5217	OTHER SUPP	.00	.00	.00	.00	.00	20,000.00	
6406211	5219	PERM/LC/FE	95,478.00	155,000.00	155,000.00	98,927.00	155,000.00	155,000.00	
6406211	5223	INFO SYS	4,400.00	2,000.00	2,000.00	1,837.00	2,000.00	.00	
6406211	5252	PROF SVS	.00	.00	.00	.00	26,000.00	25,000.00	
6406211	5258	OTHER SVS	.00	26,000.00	26,000.00	.00	26,000.00	.00	
TOTAL STORM WATER MGMT & REC			294,198.22	433,760.00	433,760.00	254,878.81	403,710.00	452,800.00	
6406212	PVPA								
6406212	5111	SALARY-FT	19,008.75	.00	.00	18,821.57	17,830.00	.00	
6406212	5113	OVERTIME	.00	.00	.00	1,298.87	610.00	1,500.00	
6406212	5116	FRINGE BEN	3,675.86	.00	.00	3,892.20	3,430.00	.00	
6406212	5117	RETIR CNTR	1,961.36	.00	.00	1,895.99	1,870.00	.00	
6406212	5119	UAL PERS	4,085.67	.00	.00	3,687.36	3,230.00	.00	
6406212	5217	OTHER SUPP	3,462.34	2,500.00	2,500.00	467.66	2,500.00	2,500.00	
6406212	5246	MAINT-EQP	129.04	.00	.00	.00	.00	.00	
TOTAL PVPA			32,323.02	2,500.00	2,500.00	30,063.65	29,470.00	4,000.00	
6406213	CUSTOMER SVC - FINANCE								
6406213	5111	SALARY-FT	.00	.00	.00	.00	.00	135,540.00	

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ACCOUNTS FOR:

WATER UTILITY			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
6406213	5113	OVERTIME	.00	.00	.00	.00	.00	15,600.00	
6406213	5116	FRINGE BEN	.00	.00	.00	.00	.00	43,610.00	
6406213	5117	RETIR CNTR	.00	.00	.00	.00	.00	15,830.00	
6406213	5119	UAL PERS	.00	.00	.00	.00	.00	30,690.00	
6406213	5211	POSTAGE	.00	.00	.00	.00	27,500.00	27,500.00	
6406213	5215	TRNG/CONF	.00	.00	.00	.00	6,130.00	5,630.00	
6406213	5216	OFFIC SUPP	.00	.00	.00	.00	600.00	3,000.00	
6406213	5223	INFO SYS	.00	.00	.00	.00	18,000.00	21,720.00	
6406213	5231	FURN&OFFC	.00	.00	.00	.00	500.00	530.00	
6406213	5234	OTH EQ RNT	.00	.00	.00	.00	1,680.00	1,770.00	
6406213	5255	BANKNG SVS	.00	.00	.00	.00	102,000.00	102,000.00	
6406213	5258	OTHER SVS	.00	.00	.00	.00	63,550.00	61,530.00	
TOTAL CUSTOMER SVC - FINANCE			.00	.00	.00	.00	219,960.00	464,950.00	
6407061	LINDAY WA WTR MAIN								
6407061	5111	SALARY-FT	233.18	.00	.00	3,786.19	.00	.00	
6407061	5116	FRINGE BEN	41.21	.00	.00	801.35	.00	.00	
6407061	5117	RETIR CNTR	23.91	.00	.00	396.07	.00	.00	
6407061	5119	UAL PERS	52.66	.00	.00	999.74	.00	.00	
6407061	5258	OTHER SVS	.00	199,650.00	199,650.00	198,227.50	170,490.00	.00	
6407061	5600	CONTR FA	-350.96	.00	.00	.00	.00	.00	
TOTAL LINDAY WA WTR MAIN			.00	199,650.00	199,650.00	204,210.85	170,490.00	.00	
6407065	3RD AVE WM RPLC (A ST TO 11TH								
6407065	5111	SALARY-FT	2,950.49	.00	.00	10,706.52	.00	.00	
6407065	5113	OVERTIME	.00	.00	.00	1,096.53	.00	.00	
6407065	5116	FRINGE BEN	651.00	.00	.00	2,286.82	.00	.00	
6407065	5117	RETIR CNTR	302.52	.00	.00	1,120.02	.00	.00	
6407065	5119	UAL PERS	666.37	.00	.00	2,827.05	.00	.00	
6407065	5258	OTHER SVS	.00	1,297,950.00	1,295,427.00	1,281,552.93	810,650.00	229,730.00	
6407065	5600	CONTR FA	-4,570.38	.00	.00	.00	.00	.00	
TOTAL 3RD AVE WM RPLC (A ST			.00	1,297,950.00	1,295,427.00	1,299,589.87	810,650.00	229,730.00	
6409048	RSRV 16 STRCTRL EVAL								
6409048	5111	SALARY-FT	216.16	.00	.00	154.40	.00	.00	
6409048	5116	FRINGE BEN	43.44	.00	.00	19.52	.00	.00	
6409048	5117	RETIR CNTR	22.17	.00	.00	16.15	.00	.00	
6409048	5119	UAL PERS	48.81	.00	.00	40.77	.00	.00	

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ACCOUNTS FOR:

WATER UTILITY			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
6409048	5217	OTHER SUPP	53.76	.00	.00	.00	.00	.00	
6409048	5234	OTH EQ RNT	9,732.42	.00	.00	.00	.00	.00	
6409048	5258	OTHER SVS	94,657.50	57,350.00	15,462.00	.00	230.00	15,230.00	
6409048	5600	CONTR FA	-101,950.52	.00	.00	.00	.00	.00	
TOTAL RSRV 16 STRCTRL EVAL			2,823.74	57,350.00	15,462.00	230.84	230.00	15,230.00	
6409049	CW LAT REPLC- ANNUAL								
6409049	5111	SALARY-FT	1,942.93	.00	.00	.00	.00	.00	
6409049	5116	FRINGE BEN	363.12	.00	.00	.00	.00	.00	
6409049	5117	RETIR CNTR	206.37	.00	.00	.00	.00	.00	
6409049	5119	UAL PERS	430.17	.00	.00	.00	.00	.00	
6409049	5258	OTHER SVS	.00	29,530.00	37,570.00	.00	.00	50,000.00	
6409049	5600	CONTR FA	-6,181.43	.00	.00	.00	.00	.00	
TOTAL CW LAT REPLC- ANNUAL			-3,238.84	29,530.00	37,570.00	.00	.00	50,000.00	
6409050	CW HYDRANT REPLC- ANNUAL								
6409050	5111	SALARY-FT	216.16	.00	.00	.00	.00	.00	
6409050	5116	FRINGE BEN	37.24	.00	.00	.00	.00	.00	
6409050	5117	RETIR CNTR	22.16	.00	.00	.00	.00	.00	
6409050	5119	UAL PERS	48.82	.00	.00	.00	.00	.00	
6409050	5258	OTHER SVS	18,756.00	30,920.00	30,920.00	.00	.00	50,000.00	
6409050	5600	CONTR FA	-19,080.38	.00	.00	.00	.00	.00	
TOTAL CW HYDRANT REPLC- ANNU			.00	30,920.00	30,920.00	.00	.00	50,000.00	
6409052	WST TO DRN DISCH LINES								
6409052	5111	SALARY-FT	741.12	.00	.00	.00	.00	.00	
6409052	5116	FRINGE BEN	148.91	.00	.00	.00	.00	.00	
6409052	5117	RETIR CNTR	75.99	.00	.00	.00	.00	.00	
6409052	5119	UAL PERS	167.37	.00	.00	.00	.00	.00	
6409052	5258	OTHER SVS	24,958.00	50,000.00	23,909.00	.00	.00	50,000.00	
6409052	5600	CONTR FA	-26,091.39	.00	.00	.00	.00	.00	
TOTAL WST TO DRN DISCH LINES			.00	50,000.00	23,909.00	.00	.00	50,000.00	
6409065	RTRFT DSGNS PH 1 RCYCL WTR USR								
6409065	5111	SALARY-FT	674.15	.00	.00	8,924.29	.00	.00	
6409065	5113	OVERTIME	.00	.00	.00	112.46	.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

WATER UTILITY			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
6409065	5116	FRINGE BEN	114.04	.00	.00	1,676.54	.00	.00	
6409065	5117	RETIR CNTR	69.11	.00	.00	933.55	.00	.00	
6409065	5119	UAL PERS	152.26	.00	.00	2,356.44	.00	.00	
6409065	5216	OFFIC SUPP	.00	.00	.00	333.81	.00	.00	
6409065	5217	OTHER SUPP	220.59	.00	.00	419.19	.00	.00	
6409065	5220	FUEL USAGE	.00	.00	.00	37.04	.00	.00	
6409065	5258	OTHER SVS	67.88	44,930.00	44,887.00	89.90	8,690.00	36,200.00	
TOTAL RTRFT DSGNS PH 1 RCYCL			1,298.03	44,930.00	44,887.00	14,883.22	8,690.00	36,200.00	
6409081	RESERVOIR 16 REPAIRS								
6409081	5258	OTHER SVS	.00	175,000.00	175,000.00	.00	.00	1,075,000.00	
TOTAL RESERVOIR 16 REPAIRS			.00	175,000.00	175,000.00	.00	.00	1,075,000.00	
6409082	ONSITE DISINF GNRTN/ DSGN ONLY								
6409082	5258	OTHER SVS	.00	200,460.00	200,460.00	.00	.00	200,460.00	
TOTAL ONSITE DISINF GNRTN/ D			.00	200,460.00	200,460.00	.00	.00	200,460.00	
6409084	PLANT 3 BOOSTER UPGRADES								
6409084	5258	OTHER SVS	.00	125,000.00	125,000.00	.00	.00	125,000.00	
TOTAL PLANT 3 BOOSTER UPGRAD			.00	125,000.00	125,000.00	.00	.00	125,000.00	
6409087	PRV STNS- ZNS 5/4 & 4/3								
6409087	5111	SALARY-FT	772.00	.00	.00	1,142.56	.00	.00	
6409087	5116	FRINGE BEN	155.17	.00	.00	218.16	.00	.00	
6409087	5117	RETIR CNTR	79.15	.00	.00	119.51	.00	.00	
6409087	5119	UAL PERS	174.35	.00	.00	301.69	.00	.00	
6409087	5258	OTHER SVS	68,962.85	1,458,760.00	988,899.00	139,728.15	127,710.00	857,830.00	
6409087	5600	CONTR FA	-56,043.52	.00	.00	.00	.00	.00	
TOTAL PRV STNS- ZNS 5/4 & 4/			14,100.00	1,458,760.00	988,899.00	141,510.07	127,710.00	857,830.00	
6409088	REACTIVE WELL MAINT- ANNUAL								
6409088	5258	OTHER SVS	143,635.56	119,740.00	34,973.00	.00	.00	.00	
TOTAL REACTIVE WELL MAINT- A			143,635.56	119,740.00	34,973.00	.00	.00	.00	
6409094	GREENTREE RD WM								
6409094	5258	OTHER SVS	562.50	19,440.00	19,440.00	.00	.00	19,440.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

WATER UTILITY			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
6409094	5600	CONTR FA	-562.50	.00	.00	.00	.00	.00	
TOTAL GREENTREE RD WM			.00	19,440.00	19,440.00	.00	.00	19,440.00	
6409095	7TH ST WM								
6409095	5258	OTHER SVS	562.50	950,000.00	950,000.00	.00	.00	.00	
6409095	5600	CONTR FA	-562.50	.00	.00	.00	.00	.00	
TOTAL 7TH ST WM			.00	950,000.00	950,000.00	.00	.00	.00	
6409100	ONST DISINFECT GEN-PLT 5 & 13								
6409100	5258	OTHER SVS	.00	80,000.00	80,000.00	.00	.00	80,000.00	
TOTAL ONST DISINFECT GEN-PLT			.00	80,000.00	80,000.00	.00	.00	80,000.00	
6409119	NEW WELL IN SIX BASINS								
6409119	5258	OTHER SVS	.00	50,000.00	50,000.00	.00	.00	50,000.00	
TOTAL NEW WELL IN SIX BASINS			.00	50,000.00	50,000.00	.00	.00	50,000.00	
6409120	ALLEY WATER MAIN REPLACEMENT								
6409120	5258	OTHER SVS	.00	200,000.00	200,000.00	.00	.00	.00	
TOTAL ALLEY WATER MAIN REPLA			.00	200,000.00	200,000.00	.00	.00	.00	
6409121	9TH ST REHAB(3RD AV TO CAMPUS)								
6409121	5111	SALARY-FT	.00	.00	.00	1,402.81	.00	.00	
6409121	5116	FRINGE BEN	.00	.00	.00	344.47	.00	.00	
6409121	5117	RETIR CNTR	.00	.00	.00	146.75	.00	.00	
6409121	5119	UAL PERS	.00	.00	.00	370.40	.00	.00	
TOTAL 9TH ST REHAB(3RD AV TO			.00	.00	.00	2,264.43	.00	.00	
6409122	13TH ST RECONST- EUCLID-CAMPUS								
6409122	5258	OTHER SVS	2,000.00	721,750.00	721,750.00	5,000.00	.00	900,000.00	
6409122	5600	CONTR FA	-2,000.00	.00	.00	.00	.00	.00	
TOTAL 13TH ST RECONST- EUCLI			.00	721,750.00	721,750.00	5,000.00	.00	900,000.00	
6409124	ARRW HWY REHAB (MNT TO SA)								
6409124	5258	OTHER SVS	.00	785,000.00	273,000.00	.00	.00	1,050,000.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

WATER UTILITY			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
TOTAL ARRW HWY REHAB (MNT TO			.00	785,000.00	273,000.00	.00	.00	1,050,000.00	
6409126	LANDSCAPE CONSERVATION PRJT								
6409126	5111	SALARY-FT	55.95	.00	.00	.00	.00	.00	
6409126	5116	FRINGE BEN	12.30	.00	.00	.00	.00	.00	
6409126	5117	RETIR CNTR	5.74	.00	.00	.00	.00	.00	
6409126	5119	UAL PERS	12.64	.00	.00	.00	.00	.00	
6409126	5258	OTHER SVS	13,269.84	.00	.00	.00	.00	.00	
6409126	5600	CONTR FA	-13,356.47	.00	.00	.00	.00	.00	
TOTAL LANDSCAPE CONSERVATION			.00	.00	.00	.00	.00	.00	
6409127	GROUND WTR NITRATE TREATMNT								
6409127	5258	OTHER SVS	.00	300,000.00	300,000.00	.00	.00	300,000.00	
TOTAL GROUND WTR NITRATE TRE			.00	300,000.00	300,000.00	.00	.00	300,000.00	
6409128	WTR RSRV RPLC 17TH & BNSN								
6409128	5111	SALARY-FT	2,935.76	.00	.00	895.52	.00	.00	
6409128	5116	FRINGE BEN	524.57	.00	.00	174.28	.00	.00	
6409128	5117	RETIR CNTR	301.42	.00	.00	93.67	.00	.00	
6409128	5119	UAL PERS	662.54	.00	.00	236.47	.00	.00	
6409128	5211	POSTAGE	8.50	.00	.00	.00	.00	.00	
6409128	5219	PERM/LC/FE	50.00	.00	.00	.00	.00	.00	
6409128	5258	OTHER SVS	100,647.47	613,080.00	618,545.00	14,585.00	9,250.00	1,006,200.00	
6409128	5600	CONTR FA	-111,494.14	.00	.00	.00	.00	.00	
TOTAL WTR RSRV RPLC 17TH & B			-6,363.88	613,080.00	618,545.00	15,984.94	9,250.00	1,006,200.00	
6409129	RESVR 4- ARTN SYS								
6409129	5258	OTHER SVS	-214.80	22,340.00	10,753.00	.00	.00	25,000.00	
6409129	5530	MACH&EQUIP	12,016.35	.00	.00	.00	.00	.00	
6409129	5600	CONTR FA	-11,801.55	.00	.00	.00	.00	.00	
TOTAL RESVR 4- ARTN SYS			.00	22,340.00	10,753.00	.00	.00	25,000.00	
6409130	CW LATERAL REPLACEMENTS FY18								
6409130	5111	SALARY-FT	123.52	.00	.00	.00	.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

WATER UTILITY			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
6409130	5116	FRINGE BEN	13.32	.00	.00	.00	.00	.00	
6409130	5117	RETIR CNTR	12.66	.00	.00	.00	.00	.00	
6409130	5119	UAL PERS	27.90	.00	.00	.00	.00	.00	
6409130	5258	OTHER SVS	17,580.00	.00	.00	.00	.00	.00	
6409130	5600	CONTR FA	-17,757.40	.00	.00	.00	.00	.00	
TOTAL CW LATERAL REPLACEMENT			.00	.00	.00	.00	.00	.00	
6409131	9TH ST WM IMP (3RD AV TO CAMPU								
6409131	5111	SALARY-FT	61.76	.00	.00	154.40	.00	.00	
6409131	5116	FRINGE BEN	12.42	.00	.00	31.05	.00	.00	
6409131	5117	RETIR CNTR	6.33	.00	.00	16.15	.00	.00	
6409131	5119	UAL PERS	13.95	.00	.00	40.77	.00	.00	
6409131	5258	OTHER SVS	2,500.00	647,500.00	1,159,406.00	1,125,217.50	1,000.00	1,157,110.00	
6409131	5600	CONTR FA	-2,594.46	.00	.00	.00	.00	.00	
TOTAL 9TH ST WM IMP (3RD AV			.00	647,500.00	1,159,406.00	1,125,459.87	1,000.00	1,157,110.00	
6409132	WATER INTERCONNECT W CVWD SYS								
6409132	5111	SALARY-FT	.00	.00	.00	123.52	.00	.00	
6409132	5116	FRINGE BEN	.00	.00	.00	24.84	.00	.00	
6409132	5117	RETIR CNTR	.00	.00	.00	12.92	.00	.00	
6409132	5119	UAL PERS	.00	.00	.00	32.62	.00	.00	
6409132	5219	PERM/LC/FE	3,054.00	.00	.00	.00	.00	.00	
6409132	5258	OTHER SVS	.00	350,000.00	346,946.00	.00	200.00	346,750.00	
6409132	5600	CONTR FA	-3,054.00	.00	.00	.00	.00	.00	
TOTAL WATER INTERCONNECT W C			.00	350,000.00	346,946.00	193.90	200.00	346,750.00	
6409133	WATER CONS LNDSCP MOD PROJ								
6409133	5258	OTHER SVS	.00	120,000.00	120,000.00	.00	.00	120,000.00	
TOTAL WATER CONS LNDSCP MOD			.00	120,000.00	120,000.00	.00	.00	120,000.00	
6409134	RESERVOIR 15 ENH 17th & BENSON								
6409134	5111	SALARY-FT	926.40	.00	.00	.00	.00	.00	
6409134	5116	FRINGE BEN	168.88	.00	.00	.00	.00	.00	
6409134	5117	RETIR CNTR	95.00	.00	.00	.00	.00	.00	
6409134	5119	UAL PERS	209.21	.00	.00	.00	.00	.00	
6409134	5258	OTHER SVS	612,939.23	138,390.00	110,657.00	85,060.77	13,260.00	90,020.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

WATER UTILITY	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
6409134 5600 CONTR FA	-613,183.72	.00	.00	.00	.00	.00	
TOTAL RESERVOIR 15 ENH 17th	1,155.00	138,390.00	110,657.00	85,060.77	13,260.00	90,020.00	
6409135 PLANT 6 MOTOR CONTROL CTR-15TH							
6409135 5258 OTHER SVS	.00	210,000.00	210,000.00	.00	.00	210,000.00	
TOTAL PLANT 6 MOTOR CONTROL	.00	210,000.00	210,000.00	.00	.00	210,000.00	
6409136 PLANT 3 BOOSTR INSTALL PUMP&MO							
6409136 5258 OTHER SVS	.00	80,000.00	80,000.00	.00	.00	80,000.00	
TOTAL PLANT 3 BOOSTR INSTALL	.00	80,000.00	80,000.00	.00	.00	80,000.00	
6409137 GENERATORS AT PLANT 2 - 24TH							
6409137 5258 OTHER SVS	.00	190,000.00	190,000.00	.00	.00	190,000.00	
TOTAL GENERATORS AT PLANT 2	.00	190,000.00	190,000.00	.00	.00	190,000.00	
6409138 GENERATORS AT PLANT 6 - 15TH							
6409138 5258 OTHER SVS	.00	280,000.00	280,000.00	.00	.00	280,000.00	
TOTAL GENERATORS AT PLANT 6	.00	280,000.00	280,000.00	.00	.00	280,000.00	
6409139 ALLEY WATER MAIN REPLCMNT 1819							
6409139 5258 OTHER SVS	.00	200,000.00	200,000.00	.00	.00	400,000.00	
TOTAL ALLEY WATER MAIN REPLC	.00	200,000.00	200,000.00	.00	.00	400,000.00	
6409140 17TH ST WTR MAIN & SVC RPLCMNT							
6409140 5258 OTHER SVS	.00	320,000.00	320,000.00	.00	.00	450,000.00	
TOTAL 17TH ST WTR MAIN & SVC	.00	320,000.00	320,000.00	.00	.00	450,000.00	
6409141 19TH ST WTR MAIN & SVC RPLCMNT							
6409141 5258 OTHER SVS	.00	110,000.00	110,000.00	.00	.00	1,310,000.00	
TOTAL 19TH ST WTR MAIN & SVC	.00	110,000.00	110,000.00	.00	.00	1,310,000.00	
6409142 ARROW HWY WTR MAIN RPLCMNT							
6409142 5258 OTHER SVS	.00	75,000.00	75,000.00	.00	.00	1,190,000.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

WATER UTILITY	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
TOTAL ARROW HWY WTR MAIN RPL	.00	75,000.00	75,000.00	.00	.00	1,190,000.00	
6409143 MULBERRY AVE WTR MAIN RPLCMNT							
6409143 5258 OTHER SVS	.00	40,000.00	40,000.00	.00	.00	440,000.00	
TOTAL MULBERRY AVE WTR MAIN	.00	40,000.00	40,000.00	.00	.00	440,000.00	
6409144 HUNTINGTON DR WTR MAIN RPLCMNT							
6409144 5258 OTHER SVS	.00	50,000.00	50,000.00	.00	.00	50,000.00	
TOTAL HUNTINGTON DR WTR MAIN	.00	50,000.00	50,000.00	.00	.00	50,000.00	
6409145 ALPINE ST WATER MAIN REPLCMNT							
6409145 5258 OTHER SVS	.00	50,000.00	50,000.00	.00	.00	500,000.00	
TOTAL ALPINE ST WATER MAIN R	.00	50,000.00	50,000.00	.00	.00	500,000.00	
6409146 VERNON DR WTR MAIN REPLACEMENT							
6409146 5258 OTHER SVS	.00	50,000.00	50,000.00	.00	.00	310,000.00	
TOTAL VERNON DR WTR MAIN REP	.00	50,000.00	50,000.00	.00	.00	310,000.00	
6409147 PALM AVE WTR MAIN REPLACEMENT							
6409147 5258 OTHER SVS	.00	50,000.00	50,000.00	.00	.00	790,000.00	
TOTAL PALM AVE WTR MAIN REPL	.00	50,000.00	50,000.00	.00	.00	790,000.00	
6409148 NEW WELL CHINO BASIN & PIPELIN							
6409148 5258 OTHER SVS	.00	1,200,000.00	1,200,000.00	15,110.00	11,650.00	1,188,350.00	
TOTAL NEW WELL CHINO BASIN &	.00	1,200,000.00	1,200,000.00	15,110.00	11,650.00	1,188,350.00	
6409149 STORM WTR TRASH CAPT DEV							
6409149 5258 OTHER SVS	.00	.00	.00	.00	.00	300,000.00	
TOTAL STORM WTR TRASH CAPT D	.00	.00	.00	.00	.00	300,000.00	
6409150 ALLEY WTR MAIN RPLACEMNT 19/20							
6409150 5258 OTHER SVS	.00	.00	.00	.00	.00	200,000.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

WATER UTILITY	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
TOTAL ALLEY WTR MAIN RPLACEM	.00	.00	.00	.00	.00	200,000.00	
6409151 RECYCLED WATER MAIN (15TH)							
6409151 5258 OTHER SVS	.00	.00	.00	.00	.00	80,000.00	
TOTAL RECYCLED WATER MAIN (1	.00	.00	.00	.00	.00	80,000.00	
6409152 GROVE AVE WATER MAIN REPL							
6409152 5258 OTHER SVS	.00	.00	.00	.00	.00	100,000.00	
TOTAL GROVE AVE WATER MAIN R	.00	.00	.00	.00	.00	100,000.00	
TOTAL WATER UTILITY	21,169,220.02	36,577,960.00	36,552,500.00	24,512,495.41	26,402,620.00	41,491,190.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

SOLID WASTE UTILITY			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
6410000	SOLID WASTE UTILITY								
6410000	5070	TRNSFR OUT	265,000.00	265,000.00	340,194.00	75,194.00	265,000.00	265,000.00	
TOTAL SOLID WASTE UTILITY			265,000.00	265,000.00	340,194.00	75,194.00	265,000.00	265,000.00	
6416301	SOLID WASTE								
6416301	5110	BUY BACKS	.00	4,000.00	4,000.00	9.63	.00	1,090.00	
6416301	5111	SALARY-FT	154,431.73	191,930.00	190,938.00	165,035.53	188,210.00	309,040.00	
6416301	5112	SALARY-PT	1,692.00	26,120.00	26,120.00	.00	.00	26,640.00	
6416301	5113	OVERTIME	14.22	.00	.00	-12.86	.00	.00	
6416301	5116	FRINGE BEN	33,427.95	45,130.00	44,877.00	32,888.52	37,270.00	83,150.00	
6416301	5117	RETIR CNTR	15,313.38	21,750.00	21,617.00	13,010.85	18,510.00	34,390.00	
6416301	5119	UAL PERS	36,986.02	46,670.00	46,670.00	32,349.24	46,670.00	86,940.00	
6416301	5211	POSTAGE	24,147.91	22,000.00	22,000.00	28,000.00	44,000.00	.00	
6416301	5212	ADVERTISNG	62.43	2,000.00	2,000.00	207.74	2,000.00	2,000.00	
6416301	5213	DUES&SUBSC	180.00	.00	.00	253.00	.00	.00	
6416301	5215	TRNG/CONF	80.00	550.00	550.00	.00	550.00	550.00	
6416301	5216	OFFIC SUPP	2,133.72	500.00	500.00	2,200.00	1,500.00	1,500.00	
6416301	5217	OTHER SUPP	.00	2,320.00	2,320.00	1,420.15	2,320.00	2,320.00	
6416301	5223	INFO SYS	56,200.00	15,000.00	15,000.00	13,750.00	15,000.00	3,630.00	
6416301	5225	BLDG MT&OP	1,200.00	1,200.00	1,200.00	1,100.00	1,200.00	1,200.00	
6416301	5234	OTH EQ RNT	1,673.76	1,680.00	1,680.00	1,675.00	1,680.00	1,900.00	
6416301	5251	LEGAL SVS	2,767.50	.00	.00	1,463.00	3,000.00	3,000.00	
6416301	5252	PROF SVS	3,541.00	46,070.00	48,695.00	3,885.00	46,070.00	46,470.00	
6416301	5253	CONTRC SVS	.00	.00	2,250.00	2,250.00	3,000.00	.00	
6416301	5254	DATA P SVS	.00	.00	.00	3,629.15	3,630.00	.00	
6416301	5255	BANKNG SVS	13,009.97	.00	.00	3,423.75	2,700.00	.00	
6416301	5256	SW SVS	10,038,064.84	10,270,000.00	10,270,000.00	10,555,145.86	11,000,000.00	11,400,000.00	
6416301	5258	OTHER SVS	23,168.54	75,500.00	75,500.00	31,713.45	75,500.00	75,500.00	
6416301	5273	WK CMP CHG	32,270.00	34,080.00	34,080.00	31,240.00	34,080.00	44,120.00	
6416301	5274	UNEMPL CHG	2,730.00	2,840.00	2,840.00	2,607.00	2,840.00	3,560.00	
6416301	5275	LT DIS CHG	2,748.00	2,840.00	2,840.00	2,607.00	2,840.00	3,550.00	
6416301	5276	LIAB CHG	48,143.00	52,900.00	52,900.00	48,488.00	52,900.00	65,650.00	
6416301	5277	LOSS PREV	2,890.00	3,230.00	3,230.00	2,959.00	3,230.00	3,630.00	
6416301	5291	BAD DB EXP	94,643.24	.00	.00	.00	.00	.00	
6416301	5292	ADM SV EXP	374,679.21	376,120.00	376,120.00	318,589.81	376,130.00	437,350.00	
6416301	5299	PY EXP	-947.84	.00	.00	.00	.00	.00	
6416301	5313	PROG INC	180.00	.00	.00	.00	.00	.00	
6416301	5324	OPEB	11,879.00	7,290.00	7,290.00	6,687.50	7,290.00	7,080.00	
6416301	5325	PEN EXP	-121,117.56	.00	.00	.00	.00	.00	
6416301	5530	MACH&EQUIP	.00	43,750.00	43,750.00	43,750.00	43,750.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

SOLID WASTE UTILITY	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
TOTAL SOLID WASTE	10,856,192.02	11,295,470.00	11,298,967.00	11,350,325.32	12,015,870.00	12,644,260.00	
6416302 HOUSEHOLD HAZARDOUS WASTE							
6416302 5111 SALARY-FT	260.00	.00	.00	3,823.87	6,120.00	.00	
6416302 5112 SALARY-PT	142.85	46,110.00	46,110.00	409.32	.00	47,010.00	
6416302 5113 OVERTIME	56,183.70	55,000.00	55,000.00	50,558.29	58,250.00	55,000.00	
6416302 5116 FRINGE BEN	8,359.64	670.00	670.00	6,868.03	7,900.00	680.00	
6416302 5117 RETIR CNTR	41.31	1,620.00	1,620.00	374.13	750.00	.00	
6416302 5119 UAL PERS	124.73	350.00	350.00	137.19	350.00	.00	
6416302 5215 TRNG/CONF	30.00	500.00	500.00	55.00	500.00	500.00	
6416302 5217 OTHER SUPP	.00	750.00	750.00	56.88	750.00	750.00	
6416302 5253 CONTRC SVS	73,976.75	94,660.00	94,660.00	93,654.00	94,660.00	97,500.00	
6416302 5529 BLD IMP	.00	.00	.00	.00	.00	105,000.00	
TOTAL HOUSEHOLD HAZARDOUS WA	139,118.98	199,660.00	199,660.00	155,936.71	169,280.00	306,440.00	
6416303 SHARPS PROGRAM							
6416303 5212 ADVERTISNG	.00	2,000.00	2,000.00	.00	2,000.00	2,000.00	
6416303 5217 OTHER SUPP	2,583.49	.00	.00	.00	.00	.00	
TOTAL SHARPS PROGRAM	2,583.49	2,000.00	2,000.00	.00	2,000.00	2,000.00	
6416312 BEVERAGE RECYCLING GRANT							
6416312 5112 SALARY-PT	.00	3,730.00	3,730.00	.00	.00	3,810.00	
6416312 5116 FRINGE BEN	.00	50.00	50.00	.00	.00	50.00	
6416312 5117 RETIR CNTR	.00	120.00	120.00	.00	.00	.00	
TOTAL BEVERAGE RECYCLING GRA	.00	3,900.00	3,900.00	.00	.00	3,860.00	
6416314 BEVERAGE RECY GRANT - 17/18							
6416314 5258 OTHER SVS	.00	.00	19,261.00	.00	.00	.00	
TOTAL BEVERAGE RECY GRANT -	.00	.00	19,261.00	.00	.00	.00	
6416316 BEVERAGE RECY GRANT - 16/17							
6416316 5258 OTHER SVS	.00	.00	19,137.00	.00	19,137.00	.00	
TOTAL BEVERAGE RECY GRANT -	.00	.00	19,137.00	.00	19,137.00	.00	
6416320 BEVERAGE RECY GRANT - 15/16							
6416320 5111 SALARY-FT	16,120.25	.00	.00	.00	.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

SOLID WASTE UTILITY	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
6416320 5217 OTHER SUPP	3,231.43	.00	.00	.00	.00	.00	
6416320 5218 UNIFRM EXP	55.32	.00	.00	.00	.00	.00	
TOTAL BEVERAGE RECY GRANT -	19,407.00	.00	.00	.00	.00	.00	
6416327 USED OIL BLOCK GRANT - OPP7							
6416327 5217 OTHER SUPP	1,930.40	.00	.00	.00	.00	.00	
6416327 5253 CONTRC SVS	2,444.81	.00	.00	.00	.00	.00	
TOTAL USED OIL BLOCK GRANT -	4,375.21	.00	.00	.00	.00	.00	
6416328 USED OIL BLOCK GRANT - OPP8							
6416328 5113 OVERTIME	5,107.03	.00	.00	.00	.00	.00	
6416328 5217 OTHER SUPP	208.93	.00	.00	.00	.00	.00	
6416328 5253 CONTRC SVS	15,475.04	.00	.00	.00	.00	.00	
TOTAL USED OIL BLOCK GRANT -	20,791.00	.00	.00	.00	.00	.00	
6419501 HHW CANOPY IMPROVEMENTS							
6419501 5258 OTHER SVS	.00	.00	.00	.00	.00	55,000.00	
TOTAL HHW CANOPY IMPROVEMENT	.00	.00	.00	.00	.00	55,000.00	
6419502 DOWNTOWN TRASH ENCLOSURES							
6419502 5258 OTHER SVS	.00	.00	.00	.00	.00	90,000.00	
TOTAL DOWNTOWN TRASH ENCLOSU	.00	.00	.00	.00	.00	90,000.00	
TOTAL SOLID WASTE UTILITY	11,307,467.70	11,766,030.00	11,883,119.00	11,581,456.03	12,471,287.00	13,366,560.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

SEWER UTILITY			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
6450000	SEWER UTILITY								
6450000	5070	TRNSFR OUT	.00	.00	189,554.00	189,554.00	.00	.00	
TOTAL SEWER UTILITY			.00	.00	189,554.00	189,554.00	.00	.00	
6456401	LANDFILL SITE MAINTENANCE								
6456401	5111	SALARY-FT	111,536.30	70,910.00	70,910.00	61,118.09	67,670.00	71,390.00	
6456401	5112	SALARY-PT	24.14	.00	.00	.00	.00	.00	
6456401	5116	FRINGE BEN	17,954.05	17,720.00	17,720.00	14,326.98	17,030.00	17,740.00	
6456401	5117	RETIR CNTR	7,052.01	7,660.00	7,660.00	6,243.75	6,950.00	7,950.00	
6456401	5119	UAL PERS	19,958.68	16,420.00	16,420.00	15,269.69	16,930.00	20,210.00	
6456401	5211	POSTAGE	237.00	.00	.00	50.95	.00	.00	
6456401	5213	DUES&SUBSC	.00	.00	.00	399.00	.00	.00	
6456401	5215	TRNG/CONF	.00	250.00	250.00	.00	250.00	1,000.00	
6456401	5216	OFFIC SUPP	102.24	250.00	250.00	62.33	250.00	250.00	
6456401	5217	OTHER SUPP	4,324.98	16,000.00	16,000.00	2,728.17	16,000.00	13,000.00	
6456401	5218	UNIFRM EXP	.00	.00	.00	121.21	.00	.00	
6456401	5219	PERM/LC/FE	6,394.00	39,000.00	39,000.00	18,408.20	39,000.00	34,000.00	
6456401	5222	PRINTING	.00	.00	.00	60.25	.00	.00	
6456401	5223	INFO SYS	4,400.00	.00	.00	.00	4,400.00	.00	
6456401	5233	OTHR EQUIP	.00	.00	.00	291.67	.00	.00	
6456401	5241	UTL-ELECTR	894.21	1,900.00	1,900.00	977.91	1,900.00	2,200.00	
6456401	5246	MAINT-EQP	1,314.55	600.00	600.00	.00	600.00	600.00	
6456401	5252	PROF SVS	6,010.00	58,800.00	61,550.00	4,070.00	42,000.00	31,000.00	
6456401	5258	OTHER SVS	78,755.29	75,000.00	75,000.00	58,372.10	75,000.00	78,500.00	
6456401	5290	LATE CHARG	.00	.00	.00	10.00	.00	.00	
TOTAL LANDFILL SITE MAINTENA			258,957.45	304,510.00	307,260.00	182,510.30	287,980.00	277,840.00	
6456402	SEWER MAINTENANCE & OPERATIONS								
6456402	5110	BUY BACKS	.00	16,100.00	16,100.00	16.05	.00	3,820.00	
6456402	5111	SALARY-FT	432,918.50	561,250.00	560,258.00	475,085.98	536,020.00	657,260.00	
6456402	5112	SALARY-PT	15,964.63	41,010.00	41,010.00	251.75	510.00	45,510.00	
6456402	5113	OVERTIME	7,140.91	10,200.00	10,200.00	12,938.60	4,760.00	15,000.00	
6456402	5116	FRINGE BEN	97,691.14	143,670.00	143,417.00	105,469.19	122,170.00	172,570.00	
6456402	5117	RETIR CNTR	43,643.24	62,560.00	62,427.00	45,935.97	52,050.00	74,440.00	
6456402	5119	UAL PERS	97,066.62	126,770.00	126,770.00	71,752.85	126,770.00	176,400.00	
6456402	5211	POSTAGE	26,112.95	30,000.00	30,000.00	33,500.00	33,500.00	33,500.00	
6456402	5212	ADVERTISNG	.00	.00	.00	114.60	120.00	200.00	
6456402	5213	DUES&SUBSC	.00	.00	.00	1,088.00	1,100.00	1,100.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

SEWER UTILITY			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
6456402	5215	TRNG/CONF	780.00	3,500.00	3,500.00	410.50	3,500.00	3,500.00	
6456402	5216	OFFIC SUPP	2,868.38	300.00	300.00	2,600.00	2,000.00	2,000.00	
6456402	5217	OTHER SUPP	27,530.69	37,000.00	56,500.00	43,555.12	56,500.00	57,500.00	
6456402	5218	UNIFRM EXP	845.00	3,500.00	3,500.00	.00	3,500.00	5,000.00	
6456402	5219	PERM/LC/FE	555.00	3,800.00	3,800.00	.00	3,800.00	3,800.00	
6456402	5220	FUEL USAGE	17,484.39	15,000.00	15,000.00	17,312.96	17,000.00	18,000.00	
6456402	5222	PRNT/MAIL	.00	.00	.00	52.80	.00	.00	
6456402	5223	INFO SYS	74,215.00	41,600.00	41,600.00	38,137.00	41,600.00	45,540.00	
6456402	5224	VEH CHRG	53,432.00	39,520.00	39,520.00	36,223.00	39,520.00	40,000.00	
6456402	5225	BLDG MT&OP	2,000.00	2,000.00	2,000.00	1,837.00	2,000.00	2,000.00	
6456402	5227	VEH PARTS	325.03	.00	.00	.00	.00	.00	
6456402	5232	COMP EQUIP	2,623.33	.00	.00	.00	.00	.00	
6456402	5233	OTHR EQUIP	5,290.67	.00	.00	2,238.73	2,240.00	3,500.00	
6456402	5234	OTH EQ RNT	1,673.76	1,680.00	1,680.00	1,675.00	1,700.00	3,500.00	
6456402	5244	UTL-WATER	94,476.15	71,000.00	71,000.00	41,778.42	60,000.00	70,000.00	
6456402	5247	MAINT-VEH	3,534.92	.00	.00	.00	.00	.00	
6456402	5248	MAINT-OTHR	87.27	.00	.00	.00	.00	.00	
6456402	5252	PROF SVS	.00	6,000.00	6,000.00	.00	6,000.00	10,070.00	
6456402	5253	CONTRC SVS	5,000.00	10,000.00	12,250.00	2,250.00	10,000.00	15,000.00	
6456402	5254	DATA P SVS	100.00	.00	.00	3,629.15	.00	.00	
6456402	5255	BANKNG SVS	12,891.77	.00	.00	3,423.74	12,000.00	14,000.00	
6456402	5258	OTHER SVS	9,752.67	186,000.00	186,000.00	88,481.80	178,000.00	248,000.00	
6456402	5273	WK CMP CHG	88,318.00	85,900.00	85,900.00	78,738.00	85,900.00	89,540.00	
6456402	5274	UNEMPL CHG	7,471.00	7,160.00	7,160.00	6,567.00	7,160.00	7,230.00	
6456402	5275	LT DIS CHG	7,522.00	7,160.00	7,160.00	6,567.00	7,160.00	7,200.00	
6456402	5276	LIAB CHG	131,759.00	133,360.00	133,360.00	122,243.00	133,360.00	133,230.00	
6456402	5277	LOSS PREV	7,911.00	8,130.00	8,130.00	7,458.00	8,130.00	7,380.00	
6456402	5287	DEPR-PIPE	381,986.03	.00	.00	.00	.00	.00	
6456402	5289	DEPR-TRTMT	69,783.62	.00	.00	.00	.00	.00	
6456402	5298	LOSS-CAP A	68,568.00	.00	.00	.00	.00	.00	
6456402	5299	PY EXP	-4,580.39	.00	.00	.00	.00	.00	
6456402	5324	OPEB	50,623.00	25,700.00	25,700.00	23,561.67	25,700.00	24,910.00	
6456402	5325	PEN EXP	381,088.29	.00	.00	.00	.00	.00	
6456402	5528	IMPRV BLD	9,870.00	.00	.00	.00	.00	.00	
6456402	5530	MACH&EQUIP	5,382.70	.00	65,000.00	65,000.00	17,000.00	150,000.00	
6456402	5531	VEHICLES	125,170.13	.00	.00	.00	78,900.00	545,200.00	
6456402	5600	CONTR FA	-140,422.83	.00	.00	.00	.00	.00	
TOTAL SEWER MAINTENANCE & OP			2,226,453.57	1,679,870.00	1,765,242.00	1,339,892.88	1,679,670.00	2,685,900.00	
6456403	SEWER - RESIDENTIAL								
6456403	5111	SALARY-FT	159,793.74	116,280.00	116,280.00	143,861.66	159,530.00	117,210.00	
6456403	5112	SALARY-PT	96.58	2,610.00	2,610.00	.00	.00	2,610.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

SEWER UTILITY			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
6456403	5116	FRINGE BEN	37,291.96	27,850.00	27,850.00	30,813.25	34,880.00	27,930.00	
6456403	5117	RETIR CNTR	16,027.64	13,000.00	13,000.00	14,715.89	16,300.00	13,510.00	
6456403	5119	UAL PERS	39,618.04	23,000.00	23,000.00	28,194.56	31,720.00	28,240.00	
6456403	5211	POSTAGE	.00	5,000.00	5,000.00	24.05	5,000.00	1,000.00	
6456403	5213	DUES&SUBSC	395.00	.00	.00	.00	.00	.00	
6456403	5215	TRNG/CONF	.00	500.00	500.00	.00	500.00	500.00	
6456403	5216	OFFIC SUPP	58.55	500.00	500.00	409.35	500.00	500.00	
6456403	5217	OTHER SUPP	205.98	6,000.00	6,000.00	1,188.51	2,000.00	3,000.00	
6456403	5219	PERM/LC/FE	11,833.00	20,000.00	20,000.00	12,260.00	20,000.00	20,450.00	
6456403	5220	FUEL USAGE	1,889.65	1,500.00	1,500.00	2,710.19	2,000.00	2,700.00	
6456403	5223	INFO SYS	14,700.00	.00	.00	.00	14,700.00	.00	
6456403	5224	VEH CHRG	3,443.00	4,480.00	4,480.00	4,103.00	4,480.00	5,500.00	
6456403	5257	SWR DSP SV	5,870,982.29	6,292,200.00	6,292,200.00	6,233,000.00	6,349,000.00	6,456,600.00	
6456403	5258	OTHER SVS	15,418.30	67,500.00	48,000.00	519.90	42,500.00	48,000.00	
6456403	5283	DEPR-M&EQP	11,867.35	.00	.00	.00	.00	.00	
6456403	5284	DEPR-VEH	92,363.54	.00	.00	.00	.00	.00	
6456403	5291	BAD DB EXP	7,133.50	.00	.00	.00	.00	.00	
6456403	5292	ADM SV EXP	252,001.04	231,490.00	231,490.00	208,151.87	223,000.00	238,220.00	
6456403	5530	MACH&EQUIP	.00	18,700.00	22,700.00	19,627.44	17,450.00	.00	
TOTAL SEWER - RESIDENTIAL			6,535,119.16	6,830,610.00	6,815,110.00	6,699,579.67	6,923,560.00	6,965,970.00	
6456404	SEWER - NON RESIDENTIAL								
6456404	5111	SALARY-FT	72,433.59	69,760.00	69,760.00	71,389.88	75,380.00	70,320.00	
6456404	5116	FRINGE BEN	19,128.15	16,820.00	16,820.00	15,972.74	18,060.00	16,830.00	
6456404	5117	RETIR CNTR	7,332.28	7,280.00	7,280.00	7,282.46	7,710.00	7,570.00	
6456404	5119	UAL PERS	19,981.67	18,390.00	18,390.00	15,249.96	18,390.00	22,640.00	
6456404	5136	FRG B-S PD	.00	.00	.00	-.06	.00	.00	
6456404	5211	POSTAGE	.00	200.00	200.00	.00	200.00	250.00	
6456404	5213	DUES&SUBSC	.00	.00	.00	280.00	.00	.00	
6456404	5215	TRNG/CONF	.00	2,000.00	2,000.00	.00	2,000.00	2,500.00	
6456404	5216	OFFIC SUPP	.00	500.00	500.00	.00	500.00	500.00	
6456404	5217	OTHER SUPP	.00	5,000.00	5,000.00	.00	4,360.00	5,500.00	
6456404	5219	PERM/LC/FE	115.00	1,000.00	1,000.00	.00	800.00	800.00	
6456404	5220	FUEL USAGE	1,350.67	3,600.00	3,600.00	3,092.36	3,200.00	3,200.00	
6456404	5223	INFO SYS	6,600.00	6,000.00	6,000.00	5,500.00	6,000.00	1,370.00	
6456404	5224	VEH CHRG	4,734.00	6,230.00	6,230.00	5,709.00	6,230.00	3,500.00	
6456404	5251	LEGAL SVS	.00	1,245,000.00	1,245,000.00	228.00	1,245,000.00	1,245,000.00	
6456404	5257	SWR DSP SV	.00	30,000.00	30,000.00	.00	30,000.00	30,000.00	
6456404	5258	OTHER SVS	62,093.56	9,000.00	9,000.00	46,305.00	9,000.00	9,000.00	
6456404	5290	LATE CHARG	22.68	.00	.00	.00	.00	.00	
6456404	5530	MACH&EQUIP	.00	.00	5,000.00	5,000.00	.00	.00	
TOTAL SEWER - NON RESIDENTIA			193,791.60	1,420,780.00	1,425,780.00	176,009.34	1,426,830.00	1,418,980.00	
6459301	UPLND LNDFLL PST-CLSR PLN								
6459301	5258	OTHER SVS	.00	100,000.00	100,000.00	.00	.00	100,000.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

SEWER UTILITY	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
TOTAL UPLND LNDFLL PST-CLSR	.00	100,000.00	100,000.00	.00	.00	100,000.00	
6459305 UPDATE SWR MODEL							
6459305 5258 OTHER SVS	.00	30,000.00	30,000.00	.00	.00	30,000.00	
TOTAL UPDATE SWR MODEL	.00	30,000.00	30,000.00	.00	.00	30,000.00	
6459324 LDFILL FLARE SUPP GAS LINE							
6459324 5258 OTHER SVS	38,572.17	330,270.00	321,305.00	41,573.33	29,370.00	350,000.00	
6459324 5600 CONTR FA	-38,572.17	.00	.00	.00	.00	.00	
TOTAL LDFILL FLARE SUPP GAS	.00	330,270.00	321,305.00	41,573.33	29,370.00	350,000.00	
6459328 CW SEWER REHAB 15/16							
6459328 5111 SALARY-FT	25,621.70	.00	.00	.00	.00	.00	
6459328 5113 OVERTIME	1,250.75	.00	.00	.00	.00	.00	
6459328 5116 FRINGE BEN	5,571.72	.00	.00	.00	.00	.00	
6459328 5117 RETIR CNTR	2,633.27	.00	.00	.00	.00	.00	
6459328 5119 UAL PERS	3,291.91	.00	.00	.00	.00	.00	
6459328 5258 OTHER SVS	237,460.00	20,000.00	19,137.00	109,745.00	.00	.00	
6459328 5600 CONTR FA	-275,829.35	.00	.00	.00	.00	.00	
TOTAL CW SEWER REHAB 15/16	.00	20,000.00	19,137.00	109,745.00	.00	.00	
6459329 CW SEWER REHAB FY17							
6459329 5258 OTHER SVS	.00	499,460.00	499,460.00	255,090.50	97,700.00	350,460.00	
TOTAL CW SEWER REHAB FY17	.00	499,460.00	499,460.00	255,090.50	97,700.00	350,460.00	
6459330 RICHLAND ST TRUNK MAIN REPAIR							
6459330 5258 OTHER SVS	.00	30,000.00	30,000.00	.00	.00	75,000.00	
TOTAL RICHLAND ST TRUNK MAIN	.00	30,000.00	30,000.00	.00	.00	75,000.00	
6459331 CW SEWER REHABILITATION 19/20							
6459331 5258 OTHER SVS	.00	.00	.00	.00	.00	500,000.00	
TOTAL CW SEWER REHABILITATIO	.00	.00	.00	.00	.00	500,000.00	
TOTAL SEWER UTILITY	9,214,321.78	11,245,500.00	11,502,848.00	8,993,955.02	10,445,110.00	12,754,150.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

FIRE ANNEXATION WORKER'S COMP	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
7500000 FIRE ANNEXATION WORKER'S COMP							
7500000 5070 TRNSFR OUT	80,380.07	.00	.00	.00	.00	.00	
TOTAL FIRE ANNEXATION WORKER	80,380.07	.00	.00	.00	.00	.00	
TOTAL FIRE ANNEXATION WORKER	80,380.07	.00	.00	.00	.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

SELF-FUNDED LIABILITY			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
7511601	HUMAN RESOURCES								
7511601	5290	LATE CHARG	.00	.00	.00	1,928.76	.00	.00	
7511601	5324	OPEB	7,041.00	.00	.00	.00	.00	.00	
7511601	5325	PEN EXP	72,363.87	.00	.00	.00	.00	.00	
TOTAL HUMAN RESOURCES			79,404.87	.00	.00	1,928.76	.00	.00	
7511611	WORKERS COMPENSATION								
7511611	5111	SALARY-FT	39,262.46	41,490.00	41,490.00	19,344.00	38,690.00	43,820.00	
7511611	5116	FRINGE BEN	6,729.96	8,620.00	8,620.00	3,069.82	6,140.00	8,790.00	
7511611	5117	RETIR CNTR	3,858.78	4,960.00	4,960.00	1,740.41	3,490.00	4,670.00	
7511611	5119	UAL PERS	6,823.78	4,790.00	4,790.00	2,337.92	4,790.00	13,980.00	
7511611	5213	DUES&SUBSC	.00	.00	.00	150.00	150.00	150.00	
7511611	5215	TRNG/CONF	.00	5,400.00	5,400.00	866.41	5,400.00	5,400.00	
7511611	5216	OFFIC SUPP	.00	500.00	500.00	.00	500.00	500.00	
7511611	5219	PERM/LC/FE	39,379.58	.00	.00	56,221.59	59,340.00	59,340.00	
7511611	5258	OTHER SVS	139,245.26	75,000.00	75,000.00	82,554.10	75,000.00	75,000.00	
7511611	5270	IBNR CLAIM	400,241.22	.00	.00	.00	.00	.00	
7511611	5271	INS PREM	64,900.20	165,000.00	165,000.00	175,773.80	167,610.00	167,610.00	
7511611	5272	CLAIMS EXP	1,339,263.07	1,150,290.00	1,150,290.00	1,053,321.68	1,150,290.00	1,150,290.00	
7511611	5299	PY EXP	-696.31	.00	.00	.00	.00	.00	
TOTAL WORKERS COMPENSATION			2,039,008.00	1,456,050.00	1,456,050.00	1,395,379.73	1,511,400.00	1,529,550.00	
7511612	UNEMPLOYMENT								
7511612	5111	SALARY-FT	8,068.82	8,230.00	8,230.00	5,349.29	7,670.00	8,630.00	
7511612	5112	SALARY-PT	30.89	.00	.00	.00	.00	.00	
7511612	5116	FRINGE BEN	1,766.68	2,060.00	2,060.00	1,196.72	1,580.00	2,090.00	
7511612	5117	RETIR CNTR	807.82	990.00	990.00	507.36	700.00	930.00	
7511612	5119	UAL PERS	1,457.88	960.00	960.00	869.55	960.00	2,780.00	
7511612	5258	OTHER SVS	1,556.25	19,000.00	19,000.00	1,633.50	19,000.00	19,000.00	
7511612	5272	CLAIMS EXP	33,805.00	90,000.00	90,000.00	15,276.00	90,000.00	90,000.00	
TOTAL UNEMPLOYMENT			47,493.34	121,240.00	121,240.00	24,832.42	119,910.00	123,430.00	
7511613	LONG-TERM DISABILITY								
7511613	5111	SALARY-FT	4,631.08	4,580.00	4,580.00	2,055.97	4,120.00	4,910.00	
7511613	5116	FRINGE BEN	1,346.70	1,070.00	1,070.00	714.29	970.00	1,090.00	
7511613	5117	RETIR CNTR	448.78	610.00	610.00	162.79	330.00	530.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

SELF-FUNDED LIABILITY			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
7511613	5118	EMPL LTD	39,820.75	46,030.00	46,030.00	29,332.71	26,670.00	46,030.00	
7511613	5119	UAL PERS	388.00	.00	.00	.00	.00	1,580.00	
7511613	5258	OTHER SVS	56,044.33	69,070.00	69,070.00	13,055.29	69,070.00	69,070.00	
TOTAL LONG-TERM DISABILITY			102,679.64	121,360.00	121,360.00	45,321.05	101,160.00	123,210.00	
7511614	LIABILITY								
7511614	5111	SALARY-FT	80,985.34	84,830.00	84,830.00	57,388.66	79,600.00	51,950.00	
7511614	5112	SALARY-PT	30.91	.00	.00	.00	.00	.00	
7511614	5116	FRINGE BEN	15,352.55	19,030.00	19,030.00	12,252.17	16,410.00	10,840.00	
7511614	5117	RETIR CNTR	7,420.98	10,660.00	10,660.00	5,720.40	7,770.00	5,680.00	
7511614	5119	UAL PERS	17,582.65	5,750.00	5,750.00	8,911.12	15,480.00	15,170.00	
7511614	5211	POSTAGE	.00	.00	.00	59.24	100.00	100.00	
7511614	5213	DUES&SUBSC	.00	.00	.00	.00	500,000.00	500,000.00	
7511614	5251	LEGAL SVS	283,768.41	500,000.00	500,000.00	243,005.60	.00	.00	
7511614	5258	OTHER SVS	44,635.92	142,690.00	142,690.00	44,630.06	142,690.00	142,690.00	
7511614	5270	IBNR CLAIM	-199,007.00	.00	.00	.00	.00	.00	
7511614	5271	INS PREM	700,448.34	750,000.00	750,000.00	720,048.37	750,000.00	750,000.00	
7511614	5272	CLAIMS EXP	1,349,764.71	659,800.00	659,800.00	870,756.25	711,160.00	711,160.00	
7511614	5410	ICRMA ASSM	114,901.96	87,690.00	87,690.00	87,686.73	87,690.00	87,690.00	
TOTAL LIABILITY			2,415,884.77	2,260,450.00	2,260,450.00	2,050,458.60	2,310,900.00	2,275,280.00	
7511615	LOSS PREVENTION								
7511615	5111	SALARY-FT	34,729.42	43,340.00	43,340.00	38,044.66	40,910.00	34,590.00	
7511615	5112	SALARY-PT	30.91	.00	.00	.00	.00	.00	
7511615	5116	FRINGE BEN	8,622.59	10,420.00	10,420.00	9,182.28	10,270.00	8,330.00	
7511615	5117	RETIR CNTR	3,562.20	5,690.00	5,690.00	3,979.86	4,280.00	4,660.00	
7511615	5119	UAL PERS	10,758.87	960.00	960.00	6,573.20	10,810.00	1,200.00	
7511615	5215	TRNG/CONF	370.18	.00	.00	40.00	100.00	100.00	
7511615	5216	OFFIC SUPP	.00	6,350.00	6,350.00	743.47	6,350.00	6,350.00	
7511615	5217	OTHER SUPP	53.20	.00	.00	.00	.00	.00	
7511615	5231	FURN&OFFC	430.96	.00	.00	.00	.00	.00	
7511615	5258	OTHER SVS	49,338.50	70,830.00	70,830.00	58,099.99	70,830.00	70,830.00	
TOTAL LOSS PREVENTION			107,896.83	137,590.00	137,590.00	116,663.46	143,550.00	126,060.00	
TOTAL SELF-FUNDED LIABILITY			4,792,367.45	4,096,690.00	4,096,690.00	3,634,584.02	4,186,920.00	4,177,530.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

FLEET MANAGEMENT	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
7521201 CITY ADMINISTRATION							
7521201 5227 PART/REP	.00	.00	.00	286.17	.00	.00	
TOTAL CITY ADMINISTRATION	.00	.00	.00	286.17	.00	.00	
7521302 MAIL/PRINTING SERVICES							
7521302 5227 PART/REP	.00	.00	.00	125.26	.00	.00	
TOTAL MAIL/PRINTING SERVICES	.00	.00	.00	125.26	.00	.00	
7522201 BUILDING AND SAFETY							
7522201 5227 PART/REP	.00	.00	.00	1,352.62	.00	.00	
TOTAL BUILDING AND SAFETY	.00	.00	.00	1,352.62	.00	.00	
7522202 WEED ABATEMENT							
7522202 5227 PART/REP	.00	.00	.00	5.66	.00	.00	
TOTAL WEED ABATEMENT	.00	.00	.00	5.66	.00	.00	
7523201 POLICE ADMINISTRATION							
7523201 5227 PART/REP	.00	.00	.00	3,004.79	.00	.00	
7523201 5284 DEPR-VEH	48,784.21	.00	.00	.00	.00	.00	
7523201 5531 VEHICLES	29,393.00	46,050.00	46,050.00	35,040.52	35,040.00	.00	
7523201 5600 CONTR FA	-29,393.00	.00	.00	.00	.00	.00	
TOTAL POLICE ADMINISTRATION	48,784.21	46,050.00	46,050.00	38,045.31	35,040.00	.00	
7523202 POLICE INVESTIGATIONS							
7523202 5227 PART/REP	.00	.00	.00	4,180.36	.00	.00	
7523202 5531 VEHICLES	.00	.00	.00	.00	.00	83,200.00	
TOTAL POLICE INVESTIGATIONS	.00	.00	.00	4,180.36	.00	83,200.00	
7523205 ANIMAL SERVICES							
7523205 5227 PART/REP	.00	.00	.00	1,150.65	.00	.00	

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ACCOUNTS FOR:

FLEET MANAGEMENT			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
7523205	5531	VEHICLES	.00	.00	.00	2,008.75	.00	.00	
TOTAL ANIMAL SERVICES			.00	.00	.00	3,159.40	.00	.00	
7523211	POLICE PATROL								
7523211	5227	VEH PARTS	.00	.00	.00	45,816.57	.00	.00	
7523211	5233	OTHR EQUIP	.00	.00	.00	5,797.99	.00	.00	
7523211	5284	DEPR-VEH	98,974.63	.00	.00	.00	.00	.00	
7523211	5531	VEHICLES	262,294.30	240,000.00	240,000.00	204,203.29	202,140.00	216,200.00	
7523211	5600	CONTR FA	-262,294.30	.00	.00	.00	.00	.00	
TOTAL POLICE PATROL			98,974.63	240,000.00	240,000.00	255,817.85	202,140.00	216,200.00	
7523233	CODE ENFORCEMENT								
7523233	5227	PART/REP	.00	.00	.00	1,138.41	.00	.00	
7523233	5531	VEHICLES	.00	.00	.00	.00	.00	125,550.00	
TOTAL CODE ENFORCEMENT			.00	.00	.00	1,138.41	.00	125,550.00	
7523513	FIRE STATION III								
7523513	5227	PART/REP	.00	.00	.00	187.58	.00	.00	
TOTAL FIRE STATION III			.00	.00	.00	187.58	.00	.00	
7524201	RECREATION ADMINISTRATION								
7524201	5227	PART/REP	.00	.00	.00	82.64	.00	.00	
7524201	5531	VEHICLES	.00	.00	.00	.00	.00	35,100.00	
TOTAL RECREATION ADMINISTRAT			.00	.00	.00	82.64	.00	35,100.00	
7525201	PUBLIC WORKS ADMINISTRATION								
7525201	5284	DEPR-VEH	29,289.94	.00	.00	.00	.00	.00	
7525201	5531	VEHICLES	29,496.69	.00	.00	.00	.00	.00	
7525201	5600	CONTR FA	-29,496.69	.00	.00	.00	.00	.00	
TOTAL PUBLIC WORKS ADMINISTR			29,289.94	.00	.00	.00	.00	.00	
7525301	ENGINEERING ADMINISTRATION								
7525301	5227	PART/REP	.00	.00	.00	646.60	.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

FLEET MANAGEMENT	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
TOTAL ENGINEERING ADMINISTRA	.00	.00	.00	646.60	.00	.00	
7525302 DEVELOPMENT/TRAFFIC ENGINRG							
7525302 5227 PART/REP	.00	.00	.00	55.93	.00	.00	
TOTAL DEVELOPMENT/TRAFFIC EN	.00	.00	.00	55.93	.00	.00	
7525401 STREET MAINTENANCE							
7525401 5227 PART/REP	.00	.00	.00	5,179.87	.00	.00	
7525401 5530 MACH&EQUIP	.00	105,650.00	105,650.00	104,526.86	106,350.00	.00	
7525401 5531 VEHICLES	.00	177,000.00	445,202.00	358,724.47	178,330.00	.00	
TOTAL STREET MAINTENANCE	.00	282,650.00	550,852.00	468,431.20	284,680.00	.00	
7525403 SIDEWALK MAINTENANCE							
7525403 5227 PART/REP	.00	.00	.00	296.81	.00	.00	
TOTAL SIDEWALK MAINTENANCE	.00	.00	.00	296.81	.00	.00	
7525404 STREET LIGHTING							
7525404 5227 PART/REP	.00	.00	.00	309.99	.00	.00	
TOTAL STREET LIGHTING	.00	.00	.00	309.99	.00	.00	
7525405 TRAFFIC CONTROL							
7525405 5227 PART/REP	.00	.00	.00	59.23	.00	.00	
TOTAL TRAFFIC CONTROL	.00	.00	.00	59.23	.00	.00	
7525407 WEED ABATEMENT							
7525407 5227 PART/REP	.00	.00	.00	353.57	.00	.00	
7525407 5531 VEHICLES	.00	.00	.00	.00	.00	22,000.00	
TOTAL WEED ABATEMENT	.00	.00	.00	353.57	.00	22,000.00	
7525410 PARKWAY MAINTENANCE							
7525410 5227 PART/REP	.00	.00	.00	75.09	.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

FLEET MANAGEMENT			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
TOTAL PARKWAY MAINTENANCE			.00	.00	.00	75.09	.00	.00	
7525414	FLEET MAINTENANCE								
7525414	5110	BUY BACKS	.00	.00	.00	.00	.00	790.00	
7525414	5111	SALARY-FT	184,052.59	205,870.00	205,870.00	196,779.56	216,780.00	208,770.00	
7525414	5112	SALARY-PT	28,294.44	34,660.00	34,660.00	24,332.70	24,570.00	38,200.00	
7525414	5113	OVERTIME	3,166.07	3,000.00	3,000.00	4,198.98	2,280.00	3,000.00	
7525414	5116	FRINGE BEN	31,198.68	61,220.00	61,220.00	43,045.12	43,260.00	61,100.00	
7525414	5117	RETIR CNTR	17,572.28	23,140.00	23,140.00	19,767.57	21,370.00	24,250.00	
7525414	5119	UAL PERS	51,866.94	40,070.00	40,070.00	36,797.06	40,070.00	48,960.00	
7525414	5211	POSTAGE	22.09	50.00	50.00	13.62	50.00	50.00	
7525414	5215	TRNG/CONF	4,745.99	3,000.00	3,000.00	558.00	3,000.00	3,000.00	
7525414	5216	OFFIC SUPP	246.15	500.00	500.00	500.00	500.00	500.00	
7525414	5217	OTHER SUPP	13,718.24	13,250.00	13,250.00	16,888.57	14,400.00	13,150.00	
7525414	5218	UNIFRM EXP	2,388.08	3,000.00	3,000.00	2,840.98	3,000.00	3,000.00	
7525414	5219	PERM/LC/FE	1,177.87	4,950.00	4,950.00	5,447.50	5,450.00	6,650.00	
7525414	5220	FUEL USAGE	2,542.40	2,500.00	2,500.00	3,272.37	3,000.00	3,500.00	
7525414	5222	PRNT/MAIL	.00	.00	.00	.00	.00	100.00	
7525414	5223	INFO SYS	8,885.00	100.00	100.00	88.00	100.00	7,270.00	
7525414	5225	BLDG MT&OP	69,080.00	34,490.00	34,490.00	31,614.00	34,490.00	.00	
7525414	5227	VEH PARTS	237,761.96	205,160.00	205,160.00	193,743.43	189,500.00	197,200.00	
7525414	5231	FURN&OFFC	.00	.00	.00	733.67	740.00	.00	
7525414	5232	COMP EQUIP	.00	.00	.00	662.62	670.00	1,250.00	
7525414	5233	OTHR EQUIP	12,909.40	.00	.00	4,915.86	920.00	2,000.00	
7525414	5242	UTL-GAS	643.60	600.00	600.00	975.35	700.00	800.00	
7525414	5245	MAINT-BLDG	863.55	.00	.00	.00	.00	.00	
7525414	5246	MAINT-EQP	825.00	.00	.00	653.42	.00	.00	
7525414	5248	MAINT-OTHR	800.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	
7525414	5254	DATA P SVS	1,075.00	.00	.00	800.00	1,000.00	4,540.00	
7525414	5258	OTHER SVS	15,835.93	12,340.00	12,340.00	16,376.31	14,850.00	16,440.00	
7525414	5295	PUMP TAX	.00	5,000.00	5,000.00	2,494.72	5,000.00	5,000.00	
7525414	5299	PY EXP	-5,055.41	.00	.00	.00	.00	.00	
7525414	5324	OPEB	7,711.00	.00	.00	.00	.00	.00	
7525414	5325	PEN EXP	42,565.30	.00	.00	.00	.00	.00	
7525414	5530	MACH&EQUIP	.00	.00	.00	.00	.00	300,000.00	
7525414	5531	VEHICLES	228,058.76	.00	61,081.00	61,081.45	.00	.00	
7525414	5600	CONTR FA	-360,765.68	.00	.00	.00	.00	.00	
TOTAL FLEET MAINTENANCE			602,185.23	654,400.00	715,481.00	670,080.86	627,200.00	951,020.00	
7525420	PARK MAINTENANCE								
7525420	5227	PART/REP	.00	.00	.00	2,405.84	.00	.00	

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ACCOUNTS FOR:

FLEET MANAGEMENT	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
7525420 5531 VEHICLES	30,042.63	.00	.00	.00	.00	.00	
7525420 5600 CONTR FA	-30,042.63	.00	.00	.00	.00	.00	
TOTAL PARK MAINTENANCE	.00	.00	.00	2,405.84	.00	.00	
7525601 CITY HALL							
7525601 5227 PART/REP	.00	.00	.00	563.68	.00	.00	
TOTAL CITY HALL	.00	.00	.00	563.68	.00	.00	
7525602 BUILDING MAINT & OPERATIONS							
7525602 5531 VEHICLES	.00	91,000.00	91,000.00	78,737.06	78,800.00	.00	
TOTAL BUILDING MAINT & OPERA	.00	91,000.00	91,000.00	78,737.06	78,800.00	.00	
7526201 WATER ADMINISTRATION							
7526201 5227 PART/REP	.00	.00	.00	781.79	.00	.00	
TOTAL WATER ADMINISTRATION	.00	.00	.00	781.79	.00	.00	
7526202 CUSTOMER SERVICE							
7526202 5227 PART/REP	.00	.00	.00	28.15	.00	.00	
TOTAL CUSTOMER SERVICE	.00	.00	.00	28.15	.00	.00	
7526203 METER SERVICES							
7526203 5227 PART/REP	.00	.00	.00	870.01	.00	.00	
TOTAL METER SERVICES	.00	.00	.00	870.01	.00	.00	
7526205 PRODUCTION/STORAGE							
7526205 5227 PART/REP	.00	.00	.00	4,239.78	.00	.00	
TOTAL PRODUCTION/STORAGE	.00	.00	.00	4,239.78	.00	.00	
7526206 TRANSMISSION & DISTRIBUTION							
7526206 5227 PART/REP	.00	.00	.00	5,059.35	.00	.00	

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ACCOUNTS FOR:

FLEET MANAGEMENT	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
TOTAL TRANSMISSION & DISTRIB	.00	.00	.00	5,059.35	.00	.00	
7526402 SEWER MAINTENANCE & OPERATIONS							
7526402 5227 PART/REP	.00	.00	.00	5,070.77	.00	.00	
TOTAL SEWER MAINTENANCE & OP	.00	.00	.00	5,070.77	.00	.00	
7526403 SEWER - RESIDENTIAL							
7526403 5227 PART/REP	.00	.00	.00	473.10	.00	.00	
TOTAL SEWER - RESIDENTIAL	.00	.00	.00	473.10	.00	.00	
7526404 SEWER - NON RESIDENTIAL							
7526404 5227 PART/REP	.00	.00	.00	501.16	.00	.00	
TOTAL SEWER - NON RESIDENTIA	.00	.00	.00	501.16	.00	.00	
TOTAL FLEET MANAGEMENT	779,234.01	1,314,100.00	1,643,383.00	1,543,421.23	1,227,860.00	1,433,070.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

INFORMATION SYSTEMS			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
7531201	CITY ADMINISTRATION								
7531201	5231	FURN&OFFC	484.88	.00	.00	.00	.00	.00	
7531201	5234	OTH EQ RNT	1,250.13	.00	.00	1,270.00	1,320.00	.00	
7531201	5235	COPY USG	970.70	.00	.00	700.00	999.00	.00	
	TOTAL CITY ADMINISTRATION		2,705.71	.00	.00	1,970.00	2,319.00	.00	
7531301	ACCOUNTING SERVICES								
7531301	5234	OTH EQ RNT	1,314.13	.00	.00	1,340.00	1,320.00	.00	
7531301	5235	COPY USG	2,834.66	.00	.00	1,860.00	4,000.00	.00	
7531301	5254	DATA P SVS	.00	.00	.00	49,655.67	.00	.00	
	TOTAL ACCOUNTING SERVICES		4,148.79	.00	.00	52,855.67	5,320.00	.00	
7531302	MAIL/PRINTING SERVICES								
7531302	5234	OTH EQ RNT	3,265.74	.00	.00	3,310.00	3,600.00	.00	
7531302	5235	COPY USG	795.02	.00	.00	627.38	800.00	.00	
	TOTAL MAIL/PRINTING SERVICES		4,060.76	.00	.00	3,937.38	4,400.00	.00	
7531401	INFORMATION SYSTEMS								
7531401	5110	BUY BACKS	1,300.00	.00	.00	4,641.00	9,290.00	2,910.00	
7531401	5111	SALARY-FT	208,411.25	207,090.00	207,090.00	183,928.14	207,150.00	213,450.00	
7531401	5112	SALARY-PT	13,855.37	38,170.00	38,170.00	27,909.90	16,340.00	49,000.00	
7531401	5113	OVERTIME	6,646.96	10,000.00	10,000.00	4,310.68	4,610.00	5,000.00	
7531401	5116	FRINGE BEN	36,655.53	43,000.00	43,000.00	37,614.50	41,850.00	43,310.00	
7531401	5117	RETIR CNTR	21,312.37	21,590.00	21,590.00	20,046.30	21,840.00	22,940.00	
7531401	5119	UAL PERS	63,957.99	54,500.00	54,500.00	48,595.21	54,500.00	68,620.00	
7531401	5211	POSTAGE	132.59	.00	.00	147.00	.00	.00	
7531401	5213	DUES&SUBSC	160.00	500.00	500.00	.00	130.00	200.00	
7531401	5215	TRNG/CONF	1,061.94	5,000.00	5,000.00	3,799.00	5,000.00	5,000.00	
7531401	5216	OFFIC SUPP	208.39	600.00	600.00	69.97	600.00	500.00	
7531401	5217	OTHER SUPP	1,917.16	1,500.00	1,500.00	176.47	1,500.00	1,000.00	
7531401	5219	PERM/LC/FE	54,932.15	50,000.00	50,000.00	47,350.13	50,000.00	75,000.00	
7531401	5220	FUEL USAGE	866.55	800.00	800.00	897.68	800.00	850.00	
7531401	5221	MILE REIMB	.00	100.00	100.00	.00	100.00	100.00	
7531401	5224	VEH CHRG	1,721.00	2,280.00	2,280.00	2,090.00	2,280.00	2,680.00	
7531401	5231	FURN&OFFC	484.88	.00	.00	.00	.00	.00	
7531401	5232	COMP EQUIP	130,047.48	25,000.00	25,000.00	83,959.82	87,500.00	50,000.00	

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ACCOUNTS FOR:

INFORMATION SYSTEMS				2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
7531401	5233		OTHR EQUIP	2,651.35	.00	2,734.00	9,293.34	.00	.00	
7531401	5234		OTH EQ RNT	.00	110,000.00	110,000.00	.00	70,000.00	110,000.00	
7531401	5235		COPY USG	.00	65,000.00	65,000.00	.00	62,000.00	65,000.00	
7531401	5243		UTL-TELEPH	52,680.40	260,000.00	260,000.00	58,026.76	266,000.00	265,000.00	
7531401	5248		MAINT-OTHR	24,662.54	50,000.00	50,000.00	20,905.86	50,000.00	50,000.00	
7531401	5248	14020	MAINT-OTHR	66.93	.00	.00	.00	.00	.00	
7531401	5253		CONTRC SVS	.00	.00	.00	250.00	250.00	5,000.00	
7531401	5253	14020	CONTRC SVS	700.00	.00	.00	.00	.00	.00	
7531401	5254		DATA P SVS	209,718.21	375,000.00	440,000.00	102,889.72	443,000.00	511,000.00	
7531401	5258		OTHER SVS	2,097.75	12,000.00	12,000.00	8,097.54	12,000.00	12,000.00	
7531401	5258	14020	OTHER SVS	7,230.00	.00	.00	.00	.00	.00	
7531401	5283		DEPR-M&EQP	54,827.14	.00	.00	.00	.00	.00	
7531401	5290		LATE CHARG	.00	3,000.00	3,000.00	863.03	850.00	1,000.00	
7531401	5299		PY EXP	-1,554.07	.00	.00	.00	.00	.00	
7531401	5299	70102	PY EXP	66,686.23	.00	.00	.00	.00	.00	
7531401	5324		OPEB	8,716.00	.00	.00	.00	.00	.00	
7531401	5325		PEN EXP	237,166.29	.00	.00	.00	.00	.00	
7531401	5530		MACH&EQUIP	57,910.19	100,000.00	35,000.00	30,118.92	35,000.00	35,000.00	
7531401	5530	70102	MACH&EQUIP	24,930.21	.00	283,497.00	270,276.22	.00	.00	
7531401	5531		VEHICLES	28,340.41	.00	.00	.00	.00	.00	
7531401	5600		CONTR FA	-133,664.35	.00	.00	.00	.00	.00	
7531401	5600	70102	CONTR FA	-17,137.50	.00	.00	.00	.00	.00	
TOTAL INFORMATION SYSTEMS				1,169,699.34	1,435,130.00	1,721,361.00	966,257.19	1,442,590.00	1,594,560.00	
7531405	COUNCIL CHAMBERS									
7531405	5223		INFO SYS	8,846.00	8,900.00	8,900.00	8,162.00	8,900.00	20,450.00	
7531405	5232		COMP EQUIP	.00	121,100.00	121,100.00	105.60	12,000.00	10,000.00	
7531405	5232	14020	COMP EQUIP	.00	.00	.00	12,071.04	.00	.00	
7531405	5246	14020	MAINT-EQP	.00	.00	.00	1,838.48	2,000.00	.00	
7531405	5254	14020	DATA P SVS	.00	.00	.00	2,340.00	2,340.00	2,500.00	
7531405	5530		MACH&EQUIP	.00	.00	.00	.00	35,000.00	50,000.00	
7531405	5530	14020	MACH&EQUIP	.00	.00	.00	34,307.70	.00	.00	
TOTAL COUNCIL CHAMBERS				8,846.00	130,000.00	130,000.00	58,824.82	60,240.00	82,950.00	
7531510	LIBRARY									
7531510	5234		OTH EQ RNT	13,275.38	.00	.00	13,040.00	.00	.00	
7531510	5235		COPY USG	5,752.83	.00	.00	5,895.00	.00	.00	
7531510	5243		UTL-TELEPH	22,471.70	.00	.00	9,334.34	.00	.00	
7531510	5248		MAINT-OTHR	2,067.49	.00	.00	.00	.00	.00	
7531510	5254		DATA P SVS	3,052.50	.00	.00	2,887.50	.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

INFORMATION SYSTEMS			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
TOTAL LIBRARY			46,619.90	.00	.00	31,156.84	.00	.00	
7531601	HUMAN RESOURCES								
7531601	5219	PERM/LC/FE	1,490.00	.00	.00	.00	.00	.00	
7531601	5234	OTH EQ RNT	2,064.51	.00	.00	2,100.00	.00	.00	
7531601	5235	COPY USG	3,178.27	.00	.00	2,190.00	.00	.00	
7531601	5243	UTL-TELEPH	1,222.52	.00	.00	943.22	.00	.00	
7531601	5254	DATA P SVS	8,112.50	.00	.00	11,142.60	.00	.00	
TOTAL HUMAN RESOURCES			16,067.80	.00	.00	16,375.82	.00	.00	
7531701	CITY CLERK								
7531701	5234	OTH EQ RNT	1,934.53	.00	.00	1,960.00	.00	.00	
7531701	5235	COPY USG	1,875.77	.00	.00	1,360.00	.00	.00	
7531701	5243	UTL-TELEPH	.00	.00	.00	636.13	.00	.00	
7531701	5254	DATA P SVS	.00	.00	.00	8,256.34	.00	.00	
TOTAL CITY CLERK			3,810.30	.00	.00	12,212.47	.00	.00	
7532201	BUILDING AND SAFETY								
7532201	5232	COMP EQUIP	.00	.00	.00	676.18	.00	.00	
7532201	5233	OTHR EQUIP	.00	.00	.00	779.40	.00	.00	
7532201	5234	OTH EQ RNT	2,352.18	.00	.00	2,390.00	.00	.00	
7532201	5235	COPY USG	3,138.09	.00	.00	2,491.02	.00	.00	
7532201	5243	UTL-TELEPH	2,233.13	.00	.00	2,835.74	.00	.00	
7532201	5254	DATA P SVS	.00	.00	.00	10,611.05	.00	.00	
TOTAL BUILDING AND SAFETY			7,723.40	.00	.00	19,783.39	.00	.00	
7532205	PLANNING								
7532205	5235	COPY USG	2,079.16	.00	.00	1,512.44	.00	.00	
7532205	5254	DATA P SVS	.00	.00	.00	10,611.05	.00	.00	
TOTAL PLANNING			2,079.16	.00	.00	12,123.49	.00	.00	
7532931	HOUSING ADMINISTRATION								
7532931	5232	COMP EQUIP	.00	.00	.00	91.67	.00	.00	
7532931	5234	OTH EQ RNT	2,572.12	.00	.00	2,610.00	.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

INFORMATION SYSTEMS			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
7532931	5235	COPY USG	4,271.84	.00	.00	2,800.00	.00	.00	
7532931	5243	UTL-TELEPH	.00	.00	.00	625.64	.00	.00	
TOTAL HOUSING ADMINISTRATION			6,843.96	.00	.00	6,127.31	.00	.00	
7533201	POLICE ADMINISTRATION								
7533201	5217	OTHER SUPP	1,180.41	.00	.00	726.97	.00	.00	
7533201	5232	COMP EQUIP	1,064.76	.00	.00	10,820.92	.00	.00	
7533201	5233	OTHR EQUIP	3,065.77	.00	.00	298.59	.00	.00	
7533201	5234	OTH EQ RNT	34,141.01	.00	.00	9,620.00	.00	.00	
7533201	5235	COPY USG	14,948.87	.00	.00	15,980.00	.00	.00	
7533201	5243	UTL-TELEPH	114,693.28	.00	.00	104,873.13	.00	.00	
7533201	5248	MAINT-OTHR	3,305.07	.00	.00	2,214.53	.00	.00	
7533201	5254	DATA P SVS	89,223.37	.00	.00	170,318.27	.00	.00	
7533201	5530	MACH&EQUIP	.00	.00	.00	38,425.32	.00	.00	
TOTAL POLICE ADMINISTRATION			261,622.54	.00	.00	353,277.73	.00	.00	
7533202	POLICE INVESTIGATIONS								
7533202	5232	COMP EQUIP	4,989.29	.00	.00	.00	.00	.00	
TOTAL POLICE INVESTIGATIONS			4,989.29	.00	.00	.00	.00	.00	
7533205	ANIMAL SERVICES								
7533205	5233	OTHR EQUIP	2,449.35	.00	.00	.00	.00	.00	
7533205	5234	OTH EQ RNT	2,572.12	.00	.00	2,610.00	.00	.00	
7533205	5235	COPY USG	7,524.80	.00	.00	4,920.00	.00	.00	
7533205	5243	UTL-TELEPH	10,184.12	.00	.00	12,043.57	.00	.00	
7533205	5254	DATA P SVS	.00	.00	.00	6,282.65	.00	.00	
TOTAL ANIMAL SERVICES			22,730.39	.00	.00	25,856.22	.00	.00	
7533501	FIRE ADMINISTRATION								
7533501	5243	UTL-TELEPH	638.87	.00	.00	.00	.00	.00	
TOTAL FIRE ADMINISTRATION			638.87	.00	.00	.00	.00	.00	
7533512	FIRE STATION II								
7533512	5243	TELE	372.28	.00	.00	.00	.00	.00	

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ACCOUNTS FOR:

INFORMATION SYSTEMS	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
TOTAL FIRE STATION II	372.28	.00	.00	.00	.00	.00	
7533514 FIRE STATION IV							
7533514 5243 UTL-TELEPH	5,540.13	.00	.00	.00	.00	.00	
TOTAL FIRE STATION IV	5,540.13	.00	.00	.00	.00	.00	
7534201 RECREATION ADMINISTRATION							
7534201 5234 OTH EQ RNT	2,572.12	.00	.00	2,610.00	.00	.00	
7534201 5235 COPY USG	2,312.18	.00	.00	1,750.00	.00	.00	
7534201 5243 UTL-TELEPH	6,744.85	.00	.00	424.80	.00	.00	
7534201 5254 DATA P SVS	5,700.00	.00	.00	.00	.00	.00	
TOTAL RECREATION ADMINISTRAT	17,329.15	.00	.00	4,784.80	.00	.00	
7534203 RECREATION FACILITIES							
7534203 5243 UTL-TELEPH	.00	.00	.00	1,585.56	.00	.00	
TOTAL RECREATION FACILITIES	.00	.00	.00	1,585.56	.00	.00	
7534205 SENIOR CENTER							
7534205 5234 OTH EQ RNT	2,572.92	.00	.00	2,610.00	.00	.00	
7534205 5235 COPY USG	4,471.27	.00	.00	3,890.00	.00	.00	
7534205 5243 UTL-TELEPH	1,351.20	.00	.00	5,972.04	.00	.00	
TOTAL SENIOR CENTER	8,395.39	.00	.00	12,472.04	.00	.00	
7534210 LANDACENA CENTER							
7534210 5243 TELE	2,728.91	.00	.00	5,591.61	.00	.00	
TOTAL LANDACENA CENTER	2,728.91	.00	.00	5,591.61	.00	.00	
7534402 CARNEGIE LIBRARY							
7534402 5243 UTL-TELEPH	.00	.00	.00	435.26	.00	.00	
TOTAL CARNEGIE LIBRARY	.00	.00	.00	435.26	.00	.00	
7534501 ANIMAL SERVICES							
7534501 5248 MAINT-OTHR	250.18	.00	.00	.00	.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

INFORMATION SYSTEMS			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
7534501	5254	DATA P SVS	6,206.40	.00	.00	.00	.00	.00	
TOTAL ANIMAL SERVICES			6,456.58	.00	.00	.00	.00	.00	
7535201	PUBLIC WORKS ADMINISTRATION								
7535201	5234	OTH EQ RNT	2,572.12	.00	.00	2,610.00	.00	.00	
7535201	5235	COPY USG	3,921.29	.00	.00	2,540.00	.00	.00	
7535201	5243	UTL-TELEPH	8,559.76	.00	.00	8,497.58	.00	.00	
7535201	5254	DATA PRCS	1,472.52	.00	.00	5,157.22	.00	.00	
TOTAL PUBLIC WORKS ADMINISTR			16,525.69	.00	.00	18,804.80	.00	.00	
7535202	NPDES								
7535202	5254	DATA P SVS	.00	.00	.00	178.00	.00	.00	
TOTAL NPDES			.00	.00	.00	178.00	.00	.00	
7535301	ENGINEERING ADMINISTRATION								
7535301	5243	UTL-TELEPH	2,797.06	.00	.00	3,802.25	.00	.00	
TOTAL ENGINEERING ADMINISTRA			2,797.06	.00	.00	3,802.25	.00	.00	
7535401	STREET MAINTENANCE								
7535401	5217	OTHER SUPP	271.91	.00	.00	.00	.00	.00	
7535401	5243	UTL-TELEPH	3,056.62	.00	.00	3,912.51	.00	.00	
TOTAL STREET MAINTENANCE			3,328.53	.00	.00	3,912.51	.00	.00	
7535413	MAINTENANCE-METROLINK STATION								
7535413	5243	54130 UTL-TELEPH	.00	.00	.00	360.00	.00	.00	
TOTAL MAINTENANCE-METROLINK			.00	.00	.00	360.00	.00	.00	
7535414	FLEET MAINTENANCE								
7535414	5243	UTL-TELEPH	93.45	.00	.00	442.05	.00	.00	
7535414	5254	DATA P SVS	.00	.00	.00	6,495.00	.00	.00	
7535414	5258	OTHER SVS	6,495.00	.00	.00	.00	.00	.00	
TOTAL FLEET MAINTENANCE			6,588.45	.00	.00	6,937.05	.00	.00	
7535420	PARK MAINTENANCE								
7535420	5243	UTL-TELEPH	3,032.59	.00	.00	3,859.46	.00	.00	

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ACCOUNTS FOR:

INFORMATION SYSTEMS	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
TOTAL PARK MAINTENANCE	3,032.59	.00	.00	3,859.46	.00	.00	
7535601 CITY HALL							
7535601 5243 UTL-TELEPH	2,137.92	.00	.00	2,715.67	.00	.00	
TOTAL CITY HALL	2,137.92	.00	.00	2,715.67	.00	.00	
7536201 WATER ADMINISTRATION							
7536201 5234 OTH EQ RNT	4,426.87	.00	.00	4,480.00	.00	.00	
7536201 5235 COPY USG	3,253.34	.00	.00	2,150.00	.00	.00	
7536201 5243 UTL-TELEPH	6,637.60	.00	.00	8,463.44	.00	.00	
7536201 5254 DATA P SVS	331.00	.00	.00	890.50	.00	.00	
TOTAL WATER ADMINISTRATION	14,648.81	.00	.00	15,983.94	.00	.00	
7536202 CUSTOMER SERVICE							
7536202 5254 DATA P SVS	17,234.43	.00	.00	18,096.16	.00	.00	
TOTAL CUSTOMER SERVICE	17,234.43	.00	.00	18,096.16	.00	.00	
7536203 METER SERVICES							
7536203 5254 DATA P SVS	.00	.00	.00	485.00	.00	.00	
TOTAL METER SERVICES	.00	.00	.00	485.00	.00	.00	
7536205 PRODUCTION/STORAGE							
7536205 5243 UTL-TELEPH	17,455.17	.00	.00	14,142.69	.00	.00	
7536205 5254 DATA P SVS	.00	.00	.00	2,522.91	.00	.00	
TOTAL PRODUCTION/STORAGE	17,455.17	.00	.00	16,665.60	.00	.00	
7536206 TRANSMISSION & DISTRIBUTION							
7536206 5243 UTL-TELEPH	4,116.41	.00	.00	7,536.72	.00	.00	
TOTAL TRANSMISSION & DISTRIB	4,116.41	.00	.00	7,536.72	.00	.00	
7536208 CONSERVATION							
7536208 5254 DATA P SVS	.00	.00	.00	178.00	.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

INFORMATION SYSTEMS	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
TOTAL CONSERVATION	.00	.00	.00	178.00	.00	.00	
7536211 STORM WATER MGMT & RECHARGE							
7536211 5254 DATA P SVS	1,925.00	.00	.00	1,971.00	.00	.00	
TOTAL STORM WATER MGMT & REC	1,925.00	.00	.00	1,971.00	.00	.00	
7536301 SOLID WASTE							
7536301 5254 DATA P SVS	13,544.27	.00	.00	16,433.26	.00	.00	
TOTAL SOLID WASTE	13,544.27	.00	.00	16,433.26	.00	.00	
7536401 LANDFILL SITE MAINTENANCE							
7536401 5254 DATA P SVS	.00	.00	.00	395.00	.00	.00	
TOTAL LANDFILL SITE MAINTENA	.00	.00	.00	395.00	.00	.00	
7536402 SEWER MAINTENANCE & OPERATIONS							
7536402 5243 UTL-TELEPH	1,642.53	.00	.00	3,348.69	.00	.00	
7536402 5254 DATA P SVS	19,768.93	.00	.00	20,757.40	.00	.00	
TOTAL SEWER MAINTENANCE & OP	21,411.46	.00	.00	24,106.09	.00	.00	
7536403 SEWER - RESIDENTIAL							
7536403 5254 DATA P SVS	4,125.00	.00	.00	2,112.00	.00	.00	
TOTAL SEWER - RESIDENTIAL	4,125.00	.00	.00	2,112.00	.00	.00	
7536404 SEWER - NON RESIDENTIAL							
7536404 5243 UTL-TELEPH	1,661.11	.00	.00	1,713.28	.00	.00	
7536404 5254 DATA P SVS	.00	.00	.00	2,290.00	.00	.00	
TOTAL SEWER - NON RESIDENTIA	1,661.11	.00	.00	4,003.28	.00	.00	
TOTAL INFORMATION SYSTEMS	1,733,940.55	1,565,130.00	1,851,361.00	1,734,163.39	1,514,869.00	1,677,510.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

BUILDING MAINT & OPERATIONS			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
7541510	LIBRARY								
7541510	5219	PERM/LC/FE	225.00	.00	.00	.00	.00	.00	
7541510	5231	FURN&OFFC	276.31	.00	.00	.00	.00	.00	
7541510	5233	OTHR EQUIP	2,802.06	.00	.00	.00	.00	.00	
7541510	5245	MAINT-BLDG	159,242.87	30,000.00	30,000.00	29,234.51	30,000.00	34,420.00	
TOTAL LIBRARY			162,546.24	30,000.00	30,000.00	29,234.51	30,000.00	34,420.00	
7542207	SANTA FE DEPOT								
7542207	5245	MAINT-BLDG	9,786.02	.00	.00	53,038.45	52,660.00	27,700.00	
7542207	5245 54130	MAINT-BLDG	.00	.00	.00	1,829.00	.00	.00	
TOTAL SANTA FE DEPOT			9,786.02	.00	.00	54,867.45	52,660.00	27,700.00	
7543201	POLICE ADMINISTRATION								
7543201	5217	OTHER SUPP	551.35	.00	.00	1,070.37	.00	.00	
7543201	5219	PERM/LC/FE	.00	.00	.00	800.00	800.00	800.00	
7543201	5231	FURN&OFFC	1,959.58	.00	.00	204.18	.00	.00	
7543201	5233	OTHR EQUIP	1,093.86	.00	.00	151.58	.00	.00	
7543201	5245	MAINT-BLDG	60,616.64	130,000.00	309,250.00	141,940.19	310,500.00	123,500.00	
7543201	5529	BLD IMP	.00	.00	.00	.00	.00	20,000.00	
7543201	5530	MACH&EQUIP	45,517.91	.00	.00	11,750.00	.00	.00	
TOTAL POLICE ADMINISTRATION			109,739.34	130,000.00	309,250.00	155,916.32	311,300.00	144,300.00	
7543205	ANIMAL SERVICES								
7543205	5219	PERM/LC/FE	.00	.00	.00	869.00	800.00	800.00	
7543205	5245	MAINT-BLDG	13,957.83	32,000.00	32,000.00	13,192.50	32,000.00	30,000.00	
7543205	5246	MAINT-EQP	.00	.00	.00	686.00	.00	.00	
7543205	5290	LATE CHARG	.00	.00	.00	229.60	.00	.00	
TOTAL ANIMAL SERVICES			13,957.83	32,000.00	32,000.00	14,977.10	32,800.00	30,800.00	
7543511	FIRE STATION I								
7543511	5245	MAINT-BLDG	173.72	.00	.00	.00	.00	.00	
TOTAL FIRE STATION I			173.72	.00	.00	.00	.00	.00	
7543512	FIRE STATION II								
7543512	5219	PERM/LC/FE	.00	.00	.00	733.00	540.00	600.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

BUILDING MAINT & OPERATIONS	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
7543512 5245 MAINT-BLDG	19,359.83	15,000.00	15,000.00	7,005.57	2,500.00	4,000.00	
TOTAL FIRE STATION II	19,359.83	15,000.00	15,000.00	7,738.57	3,040.00	4,600.00	
7543513 FIRE STATION III							
7543513 5245 MAINT-BLDG	56.07	.00	.00	.00	.00	.00	
TOTAL FIRE STATION III	56.07	.00	.00	.00	.00	.00	
7543514 FIRE STATION IV							
7543514 5245 MAINT-BLDG	193.85	.00	.00	.00	.00	.00	
TOTAL FIRE STATION IV	193.85	.00	.00	.00	.00	.00	
7543518 HISTORIC FIRE STATION							
7543518 5245 MAINT-BLDG	11,445.74	10,000.00	10,000.00	8,376.23	5,780.00	6,700.00	
TOTAL HISTORIC FIRE STATION	11,445.74	10,000.00	10,000.00	8,376.23	5,780.00	6,700.00	
7544203 RECREATION FACILITIES							
7544203 5217 OTHER SUPP	150.82	.00	.00	.00	.00	.00	
7544203 5234 OTH EQ RNT	59.85	.00	.00	.00	.00	.00	
7544203 5245 MAINT-BLDG	5,810.25	20,000.00	20,000.00	15,493.37	20,000.00	20,000.00	
7544203 5253 CONTRC SVS	.00	.00	.00	8,417.40	.00	.00	
TOTAL RECREATION FACILITIES	6,020.92	20,000.00	20,000.00	23,910.77	20,000.00	20,000.00	
7544205 SENIOR CENTER							
7544205 5233 OTHR EQUIP	1,730.21	.00	.00	.00	.00	.00	
7544205 5245 MAINT-BLDG	12,756.41	27,000.00	27,000.00	14,178.89	27,000.00	27,000.00	
TOTAL SENIOR CENTER	14,486.62	27,000.00	27,000.00	14,178.89	27,000.00	27,000.00	
7544210 LANDECENA CENTER							
7544210 5245 MAINT-BLDG	1,843.57	33,000.00	41,000.00	7,162.20	15,000.00	16,000.00	
7544210 5529 BLD IMP	.00	.00	.00	.00	.00	30,000.00	
TOTAL LANDECENA CENTER	1,843.57	33,000.00	41,000.00	7,162.20	15,000.00	46,000.00	
7544402 CARNEGIE LIBRARY							
7544402 5245 MAINT-BLDG	8,406.15	40,000.00	32,000.00	9,610.28	40,000.00	26,000.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

BUILDING MAINT & OPERATIONS	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
TOTAL CARNEGIE LIBRARY	8,406.15	40,000.00	32,000.00	9,610.28	40,000.00	26,000.00	
7545201 PUBLIC WORKS ADMINISTRATION							
7545201 5213 DUES&SUBSC	.00	.00	.00	56.00	.00	.00	
7545201 5217 OTHER SUPP	374.63	.00	.00	31.28	.00	.00	
7545201 5218 UNIFRM EXP	368.51	.00	.00	.00	.00	.00	
7545201 5231 FURN&OFFC	294.11	.00	.00	.00	.00	.00	
7545201 5233 OTHR EQUIP	4,948.58	.00	.00	511.40	.00	.00	
7545201 5245 MAINT-BLDG	47,296.97	35,000.00	35,000.00	22,204.65	35,000.00	35,000.00	
7545201 5246 MAINT-EQP	21.51	.00	.00	.00	.00	.00	
7545201 5529 BLD IMP	.00	.00	.00	.00	.00	15,000.00	
TOTAL PUBLIC WORKS ADMINISTR	53,304.31	35,000.00	35,000.00	22,803.33	35,000.00	50,000.00	
7545414 FLEET MAINTENANCE							
7545414 5233 OTHR EQUIP	6,798.10	.00	.00	.00	.00	.00	
7545414 5245 MAINT-BLDG	12,744.16	20,000.00	20,000.00	8,909.69	20,000.00	14,000.00	
7545414 5246 MAINT-EQP	.00	.00	.00	2,750.00	.00	.00	
TOTAL FLEET MAINTENANCE	19,542.26	20,000.00	20,000.00	11,659.69	20,000.00	14,000.00	
7545420 PARK MAINTENANCE							
7545420 5213 DUES&SUBSC	225.00	.00	.00	.00	.00	.00	
7545420 5216 OFFIC SUPP	138.11	.00	.00	.00	.00	.00	
7545420 5217 OTHER SUPP	3,032.55	.00	.00	571.90	.00	.00	
7545420 5231 FURN&OFFC	1,428.95	.00	.00	.00	.00	.00	
7545420 5245 MAINT-BLDG	10,860.85	20,000.00	20,000.00	19,161.77	20,000.00	20,000.00	
TOTAL PARK MAINTENANCE	15,685.46	20,000.00	20,000.00	19,733.67	20,000.00	20,000.00	
7545601 CITY HALL							
7545601 5217 OTHER SUPP	251.39	.00	.00	.00	.00	.00	
7545601 5219 PERM/LC/FE	.00	.00	.00	600.00	600.00	600.00	
7545601 5245 MAINT-BLDG	33,574.14	57,000.00	57,000.00	45,143.52	57,000.00	57,000.00	
7545601 5258 OTHER SVS	38.00	.00	.00	20.00	.00	.00	
7545601 5529 BLD IMP	.00	13,000.00	13,000.00	.00	.00	.00	
TOTAL CITY HALL	33,863.53	70,000.00	70,000.00	45,763.52	57,600.00	57,600.00	
7545602 BUILDING MAINT & OPERATIONS							
7545602 5110 BUY BACKS	3,761.32	.00	.00	4,586.66	9,180.00	3,070.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

BUILDING MAINT & OPERATIONS			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
7545602	5111	SALARY-FT	311,689.18	283,590.00	283,590.00	278,433.19	305,540.00	301,480.00	
7545602	5112	SALARY-PT	14,651.00	67,700.00	67,700.00	13,189.72	14,030.00	67,700.00	
7545602	5113	OVERTIME	10,319.29	11,220.00	11,220.00	12,650.25	11,420.00	10,000.00	
7545602	5116	FRINGE BEN	30,695.29	85,300.00	85,300.00	21,788.79	26,230.00	85,420.00	
7545602	5117	RETIR CNTR	24,294.90	32,340.00	32,340.00	22,563.79	24,990.00	32,790.00	
7545602	5119	UAL PERS	60,973.62	50,980.00	50,980.00	36,759.10	50,980.00	59,190.00	
7545602	5213	DUES&SUBSC	.00	.00	.00	14.00	170.00	170.00	
7545602	5216	OFFIC SUPP	.00	.00	.00	45.15	60.00	60.00	
7545602	5217	OTHER SUPP	.00	.00	.00	326.75	300.00	300.00	
7545602	5218	UNIFRM EXP	.00	.00	.00	.00	.00	1,300.00	
7545602	5219	PERM/LC/FE	.00	.00	.00	50.00	.00	.00	
7545602	5233	OTHR EQUIP	.00	.00	.00	101.85	.00	.00	
7545602	5299	PY EXP	-2,375.13	.00	.00	.00	.00	.00	
7545602	5324	OPEB	13,076.00	.00	.00	.00	.00	.00	
7545602	5325	PEN EXP	230,513.87	.00	.00	.00	.00	.00	
TOTAL BUILDING MAINT & OPERA			697,599.34	531,130.00	531,130.00	390,509.25	442,900.00	561,480.00	
7546205	PRODUCTION/STORAGE								
7546205	5245	MAINT-BLDG	76,949.08	82,500.00	82,500.00	75,215.89	82,500.00	82,500.00	
TOTAL PRODUCTION/STORAGE			76,949.08	82,500.00	82,500.00	75,215.89	82,500.00	82,500.00	
7546301	SOLID WASTE								
7546301	5245	MAINT-BLDG	.00	1,200.00	1,200.00	.00	1,200.00	1,200.00	
TOTAL SOLID WASTE			.00	1,200.00	1,200.00	.00	1,200.00	1,200.00	
7546402	SEWER MAINTENANCE & OPERATIONS								
7546402	5217	OTHER SUPP	108.19	.00	.00	.00	.00	.00	
7546402	5245	MAINT-BLDG	225.03	2,000.00	2,000.00	.00	2,000.00	2,000.00	
TOTAL SEWER MAINTENANCE & OP			333.22	2,000.00	2,000.00	.00	2,000.00	2,000.00	
TOTAL BUILDING MAINT & OPERA			1,255,293.10	1,098,830.00	1,278,080.00	891,657.67	1,198,780.00	1,156,300.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

SUCCESSOR AGENCY			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
8052901	SUCCESSOR AGENCY ADMINISTRATIO								
8052901	5110	BUY BACKS	.00	.00	.00	.00	.00	1,940.00	
8052901	5111	SALARY-FT	149,281.87	133,870.00	109,650.00	70,617.02	52,550.00	112,870.00	
8052901	5116	FRINGE BEN	28,176.83	26,650.00	22,150.00	12,014.09	6,460.00	24,770.00	
8052901	5117	RETIR CNTR	14,501.17	13,910.00	11,440.00	6,862.34	4,850.00	13,130.00	
8052901	5119	UAL PERS	39,342.62	37,790.00	31,560.00	10,103.27	37,790.00	28,940.00	
8052901	5215	TRNG/CONF	.00	.00	.00	28.88	30.00	.00	
8052901	5251	LEGAL SVS	2,033.00	.00	.00	650.00	.00	3,500.00	
8052901	5252	PROF SVS	25,462.33	11,060.00	49,777.00	42,755.50	48,480.00	17,080.00	
8052901	5253	CONTRC SVS	.00	.00	.00	.00	.00	52,500.00	
8052901	5255	BANKNG SVS	5,948.91	3,700.00	3,700.00	4,000.00	3,700.00	8,200.00	
8052901	5296	RDA PASS-T	.00	.00	1,813,875.00	1,658,541.10	.00	.00	
8052901	5299	PY EXP	-1,253.23	.00	.00	.00	.00	.00	
8052901	5424	BND PRNCPL	.00	2,120,000.00	2,120,000.00	.00	2,120,000.00	2,135,550.00	
8052901	5425	BND INT EX	837,541.61	1,009,290.00	1,009,290.00	1,009,287.50	1,009,290.00	925,390.00	
8052901	5430	CLOS COSTS	.00	.00	.00	155,687.87	.00	.00	
TOTAL SUCCESSOR AGENCY ADMIN			1,101,035.11	3,356,270.00	5,171,442.00	2,970,547.57	3,283,150.00	3,323,870.00	
TOTAL SUCCESSOR AGENCY			1,101,035.11	3,356,270.00	5,171,442.00	2,970,547.57	3,283,150.00	3,323,870.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

POST EMPLOYMENT SECTION 115 TR	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
8101504 POST EMPL SECT 115 TRUST							
8101504 5255 BANKNG SVS	2,594.76	.00	.00	2,204.78	.00	.00	
TOTAL POST EMPL SECT 115 TRU	2,594.76	.00	.00	2,204.78	.00	.00	
TOTAL POST EMPLOYMENT SECTIO	2,594.76	.00	.00	2,204.78	.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

CFD 2003-2 IA 1			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
8671361	CFD COLONIES 2003-2 IA #1								
8671361	5252	PROF SVS	15,220.44	.00	.00	13,046.65	.00	.00	
8671361	5255	BANKNG SVS	1,881.10	.00	.00	2,131.10	.00	.00	
TOTAL CFD COLONIES 2003-2 IA			17,101.54	.00	.00	15,177.75	.00	.00	
TOTAL CFD 2003-2 IA 1			17,101.54	.00	.00	15,177.75	.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

CFD 2003-2 IA 2	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
8681362 CFD COLONIES 2003-2 IA #2							
8681362 5252 PROF SVS	12,416.04	.00	.00	11,000.00	.00	.00	
8681362 5255 BANKNG SVS	1,762.60	.00	.00	1,762.60	.00	.00	
TOTAL CFD COLONIES 2003-2 IA	14,178.64	.00	.00	12,762.60	.00	.00	
TOTAL CFD 2003-2 IA 2	14,178.64	.00	.00	12,762.60	.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

CFD 2003-1 UPLAND 54	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
8701363 CFD UPLAND 54 2003-1							
8701363 5252 PROF SVS	6,001.61	.00	.00	6,215.55	.00	.00	
8701363 5255 BANKNG SVS	2,984.20	.00	.00	3,408.20	.00	.00	
TOTAL CFD UPLAND 54 2003-1	8,985.81	.00	.00	9,623.75	.00	.00	
TOTAL CFD 2003-1 UPLAND 54	8,985.81	.00	.00	9,623.75	.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

84-1 ASSESSMENT DISTRICT			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
8735501	LM-84-1/ TRACT 12339								
8735501	5111	SALARY-FT	501.50	.00	.00	.00	.00	.00	
8735501	5211	POSTAGE	10.29	.00	.00	.00	.00	.00	
8735501	5212	ADVERTISNG	131.86	.00	.00	118.00	.00	.00	
8735501	5241	UTL-ELECTR	316.49	.00	.00	226.80	.00	.00	
8735501	5255	BANKNG SVS	18.00	.00	.00	36.00	.00	.00	
8735501	5256	SW SVS	201.60	.00	.00	.00	.00	.00	
TOTAL LM-84-1/ TRACT 12339			1,179.74	.00	.00	380.80	.00	.00	
8735510	LM- 84-1/TRACT 18376								
8735510	5111	SALARY-FT	501.50	.00	.00	.00	.00	.00	
8735510	5211	POSTAGE	4.41	.00	.00	.00	.00	.00	
8735510	5212	ADVERTISNG	131.86	.00	.00	118.00	.00	.00	
8735510	5244	UTL-WATER	1,614.52	.00	.00	.00	.00	.00	
8735510	5255	BANKNG SVS	18.00	.00	.00	.00	.00	.00	
8735510	5256	SW SVS	43.20	.00	.00	.00	.00	.00	
TOTAL LM- 84-1/TRACT 18376			2,313.49	.00	.00	118.00	.00	.00	
TOTAL 84-1 ASSESSMENT DISTRI			3,493.23	.00	.00	498.80	.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

CFD 2015-1 SYCAMORE HILLS	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
8741367 CFD 2015-1 SYCAMORE HILLS							
8741367 5252 PROF SVS	3,600.00	.00	.00	.00	.00	.00	
TOTAL CFD 2015-1 SYCAMORE HI	3,600.00	.00	.00	.00	.00	.00	
TOTAL CFD 2015-1 SYCAMORE HI	3,600.00	.00	.00	.00	.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

CFD 2016-1 HARVEST - AREA 1	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
8751368 CFD 2016-1 HARVEST AT UPLAND							
8751368 5252 PROF SVS	.00	.00	.00	5,350.99	.00	.00	
8751368 5255 BANKNG SVS	.00	.00	.00	31.80	.00	.00	
TOTAL CFD 2016-1 HARVEST AT	.00	.00	.00	5,382.79	.00	.00	
TOTAL CFD 2016-1 HARVEST - A	.00	.00	.00	5,382.79	.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

CFD 2016-1 HARVEST - AREA 2	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
8761368 CFD 2016-1 HARVEST AT UPLAND							
8761368 5252 PROF SVS	.00	.00	.00	.05	.00	.00	
TOTAL CFD 2016-1 HARVEST AT	.00	.00	.00	.05	.00	.00	
TOTAL CFD 2016-1 HARVEST - A	.00	.00	.00	.05	.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

CFD 2016-2 HARVEST AT UPLAND	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council COMMENT
8771369 CFD 2016-2 HARVEST AT UPLAND						
8771369 5212 ADVERTISNG	483.52	.00	.00	.00	.00	.00
8771369 5252 PROF SVS	15,300.00	.00	.00	3,203.04	.00	.00
8771369 5255 BANKNG SVS	.00	.00	.00	31.80	.00	.00
TOTAL CFD 2016-2 HARVEST AT	15,783.52	.00	.00	3,234.84	.00	.00
TOTAL CFD 2016-2 HARVEST AT	15,783.52	.00	.00	3,234.84	.00	.00

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

CFD 2017-1 MAINTENANCE SERVICE	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
8781370 CFD 2017-1 MAINTENANCE							
8781370 5252 PROF SVS	.00	.00	.00	2,817.21	.00	.00	
8781370 5258 OTHER SVS	.00	.00	.00	150.00	.00	.00	
TOTAL CFD 2017-1 MAINTENANCE	.00	.00	.00	2,967.21	.00	.00	
TOTAL CFD 2017-1 MAINTENANCE	.00	.00	.00	2,967.21	.00	.00	
TOTAL REVENUE	.00	.00	.00	.00	.00	.00	
TOTAL EXPENSE	128,213,175.46	135,577,540.00	142,343,919.00	103,753,366.46	109,644,065.00	149,489,940.00	
GRAND TOTAL	128,213,175.46	135,577,540.00	142,343,919.00	103,753,366.46	109,644,065.00	149,489,940.00	

** END OF REPORT - Generated by Saleha Kazmi **

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

CFD 2017-1 MAINTENANCE SERVICE	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council COMMENT

	Field #	Total	Page Break
Sequence 1	1	Y	Y
Sequence 2	9	Y	N
Sequence 3	11	N	N
Sequence 4	0	N	N

Report title:

06/11/2019 17:52 | City of Upland, CA | P 121
skazmi | NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS | bgnyrpts

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

Report type:	1
Budget level:	5
Percentage change calculation method:	1
Print first or second year of budget requests:	F
Print revenue as credit:	Y
Include cfwd in rev bud:	N
Include cfwd in actuals:	N
Print totals only:	N
Include segment code:	N
Include report grand totals by account type:	Y
Print full GL account:	N
Double space:	N
Suppress zero bdgt accts:	Y
Print as worksheet:	N
Print percent change or comment:	C
Print text:	N
Amounts/totals exceed 999 million dollars:	N
Print five budget levels:	N
Report view:	F

Find Criteria

Field Name	Field Value
Org	
Object	5*
Project	
Account type	
Account status	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

GENERAL FUND			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
1010000	GENERAL FUND								
1010000	4001	CUR SEC TX	-13,124,317.35	-14,032,090.00	-14,032,090.00	-13,799,591.73	-14,032,090.00	-14,863,550.00	
1010000	4002	CUR UNS TX	-202,123.02	-223,200.00	-223,200.00	-209,971.96	-223,200.00	-206,170.00	
1010000	4003	AIRCRFT TX	-47,981.92	-37,060.00	-37,060.00	-44,448.80	-37,060.00	-42,420.00	
1010000	4004	PY COLLCTN	-480,875.62	-583,170.00	-583,170.00	-255,576.60	-583,170.00	-539,130.00	
1010000	4005	CURR SUPPL	-120,730.32	-57,600.00	-57,600.00	-92,638.63	-57,600.00	-73,690.00	
1010000	4006	HOM TX RLF	-64,297.39	-130,000.00	-130,000.00	-53,553.75	-130,000.00	-65,580.00	
1010000	4009	WEED ABATE	-43,710.79	-51,070.00	-51,070.00	-104,792.35	-65,000.00	-65,000.00	
1010000	4011	RPTTF-RESI	-742,509.92	-1,507,090.00	-1,507,090.00	-1,083,734.57	-1,507,090.00	-1,000,000.00	
1010000	4012	TRAILER	.00	.00	-55,650.00	-55,558.89	-55,650.00	-59,370.00	
1010000	4101	SALES TAX	-13,704,026.93	-13,975,790.00	-13,975,790.00	-10,895,881.61	-14,029,970.00	-14,412,470.00	
1010000	4102	BUS LIC TX	-1,036,158.10	-950,000.00	-950,000.00	-811,418.22	-950,000.00	-965,000.00	
1010000	4103	ROCK EX TX	-263,967.63	-240,000.00	-240,000.00	-149,532.84	-240,000.00	-240,000.00	
1010000	4104	TRNS OC TX	-168,824.15	-155,530.00	-155,530.00	-125,282.78	-155,530.00	-155,530.00	
1010000	4105	TRANSFR TX	-438,951.92	-345,000.00	-345,000.00	-343,083.49	-345,000.00	-345,000.00	
1010000	4110	DSBLTY FEE	-15,413.40	-5,000.00	-5,000.00	-14,993.30	-5,000.00	-10,000.00	
1010000	4121	FRANCHS TX	-1,227,857.29	-1,230,000.00	-1,230,000.00	-1,065,850.36	-1,230,000.00	-1,230,000.00	
1010000	4201	BLDG PERMT	-614,762.03	-613,450.00	-613,450.00	-643,082.18	-566,400.00	-589,050.00	
1010000	4202	PLMB PERMT	-240,961.17	-221,850.00	-221,850.00	-198,783.64	-178,070.00	-185,190.00	
1010000	4203	ELEC PERMT	-162,624.88	-166,770.00	-166,770.00	-373,380.97	-257,740.00	-268,050.00	
1010000	4204	H&C PERMIT	-90,426.19	-90,300.00	-90,300.00	-88,757.68	-90,770.00	-94,400.00	
1010000	4205	CNSTR PERM	-829,519.24	-100,000.00	-100,000.00	-387,839.75	-310,000.00	-150,000.00	
1010000	4206	GRAD PERMT	-3,358.38	-4,440.00	-4,440.00	-4,617.20	-4,110.00	-4,280.00	
1010000	4207	WALL PERMT	-19,134.16	-23,700.00	-23,700.00	-58,105.00	-76,700.00	-79,760.00	
1010000	4208	ROOF PERMT	-104,163.64	-123,030.00	-123,030.00	-81,334.81	-75,780.00	-78,820.00	
1010000	4210	SWR-CITY	-.66	.00	.00	.00	.00	.00	
1010000	4215	OTHR PERMT	-4,738.27	-11,390.00	-11,390.00	-6,270.19	-2,620.00	-2,730.00	
1010000	4216	BIKE LIC	-18.00	-20.00	-20.00	-85.00	-90.00	-40.00	
1010000	4217	ANML LIC	-136,200.00	-124,110.00	-124,110.00	-123,250.00	-118,500.00	-125,400.00	
1010000	4222	YARD PERMT	-5,600.00	-4,300.00	-4,300.00	-4,428.00	-4,300.00	-4,300.00	
1010000	4223	ALARM PERM	-530.00	.00	.00	-342.00	.00	.00	
1010000	4224	GUN LICENS	-745.00	-100.00	-100.00	-1,392.00	-1,600.00	-900.00	
1010000	4226 54130	METRO PKG	-47,431.95	.00	.00	-85,466.00	.00	-93,470.00	
1010000	4235	UN UTIL WV	.00	.00	.00	.00	.00	-962,800.00	
1010000	4401	TRAILER TX	-58,202.28	-55,650.00	.00	.00	.00	.00	
1010000	4402	ST MAN CST	-132.31	.00	.00	-1,539.00	.00	.00	
1010000	4403	MV IN LIEU	-40,420.97	-30,000.00	-30,000.00	-36,968.63	-30,000.00	-32,000.00	
1010000	4415	STATE REV	-7,500.00	.00	.00	.00	.00	.00	
1010000	4421	PD TRAING	-6,273.46	-2,140.00	-2,140.00	.00	-1,500.00	-1,500.00	
1010000	4429	FAIR SHARE	-273,548.03	.00	.00	.00	.00	.00	
1010000	4482	ST LITRACY	-28,324.00	-27,070.00	-27,070.00	-27,474.00	-27,470.00	-27,070.00	
1010000	4601	FINAN FEES	-34,181.09	-20,000.00	-20,000.00	-23,267.52	-20,000.00	-25,000.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

GENERAL FUND				2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
1010000	4602		CC FEES	-2,236.52	-2,000.00	-2,000.00	-1,491.00	-2,000.00	-2,000.00	
1010000	4603		DAMAG PROP	-25,623.57	.00	.00	-44,740.76	.00	.00	
1010000	4604		CFD ADMIN	-18,979.46	-20,000.00	-20,000.00	-20,453.87	-20,000.00	-20,000.00	
1010000	4611		PL LND FEE	-143,633.00	-131,400.00	-131,400.00	-127,137.00	-131,400.00	-131,500.00	
1010000	4613		PLANNG FEE	-296,308.60	-369,980.00	-369,980.00	-278,146.20	-345,000.00	-345,000.00	
1010000	4614		BL PLN FEE	-175,642.37	-216,490.00	-216,490.00	-160,745.47	-212,920.00	-221,430.00	
1010000	4615		BL DPT FEE	-280.58	-360.00	-360.00	-279.31	-320.00	-330.00	
1010000	4616		BL SPC FEE	-574.02	-220.00	-220.00	-4,656.00	-6,570.00	-6,840.00	
1010000	4617		EC DEV FEE	-1,317.50	.00	.00	-6,013.50	.00	.00	
1010000	4621		PD BK RMB	-10.00	.00	.00	.00	.00	.00	
1010000	4622		PD DPT FEE	-196,034.85	-160,000.00	-160,000.00	-179,990.84	-180,000.00	-180,000.00	
1010000	4623		PD SPC FEE	-47,782.51	-30,000.00	-30,000.00	-14,256.26	-32,500.00	-24,570.00	
1010000	4624		ANML IMPND	-24,185.81	-23,000.00	-23,000.00	-21,064.00	-22,400.00	-22,000.00	
1010000	4625		ANML ADOPT	-15.00	.00	.00	.00	.00	.00	
1010000	4626		PD-30 VEH	-282,274.73	-270,000.00	-270,000.00	-204,920.00	-254,000.00	-260,000.00	
1010000	4627		PD-SCHL RS	-130,917.91	-70,570.00	-70,570.00	-72,614.50	-72,610.00	-76,980.00	
1010000	4628		PD-ER	.00	.00	.00	-1,487.74	.00	.00	
1010000	4629		SPAY NEUTR	-15,436.00	.00	.00	.00	.00	.00	
1010000	4630		ANML CNTRL	-1,700.00	-1,570.00	-1,570.00	-1,550.00	-1,660.00	-1,600.00	
1010000	4635		FR DPT FEE	-56,954.93	.00	.00	.00	-8,000.00	.00	
1010000	4638		ER-FIRE	-1,107.41	.00	.00	-21.50	.00	.00	
1010000	4640		FR-PERMIT	-4,241.00	.00	.00	.00	-4,000.00	.00	
1010000	4641		AIR AMBLNC	-119,800.80	.00	.00	.00	-119,800.00	.00	
1010000	4642		FR MERGER	-18,745.99	.00	.00	-30,063.59	.00	.00	
1010000	4645		PW FEES	-370,483.59	-60,000.00	-60,000.00	-130,435.28	-350,000.00	-120,000.00	
1010000	4646		ENG PL CK	-232,582.95	-200,000.00	-200,000.00	-372,152.50	-80,000.00	-250,000.00	
1010000	4654		FIELD USE	.00	.00	.00	.00	-20,000.00	-30,000.00	
1010000	4654	21201	FIELD USE	.00	.00	.00	-6,558.12	.00	.00	
1010000	4654	21202	FIELD USE	.00	.00	.00	-1,308.22	.00	.00	
1010000	4654	21203	FIELD USE	.00	.00	.00	-4,569.75	.00	.00	
1010000	4654	21205	FIELD USE	.00	.00	.00	-1,705.00	.00	.00	
1010000	4654	21206	FIELD USE	.00	.00	.00	-1,938.44	.00	.00	
1010000	4655		REC FEES	-27,442.00	-26,000.00	-26,000.00	-44,798.00	-40,000.00	-42,000.00	
1010000	4656		YTH SPORTS	-8,810.01	-105,050.00	-105,050.00	.00	-85,200.00	-89,200.00	
1010000	4656	20401	YTH SPORTS	-45,858.60	.00	.00	-16,078.74	.00	.00	
1010000	4656	20402	YTH SPORTS	-17,129.00	.00	.00	-14,943.74	.00	.00	
1010000	4656	20403	YTH SPORTS	-1,201.74	.00	.00	-2,063.26	.00	.00	
1010000	4657		REC USER	-292,529.12	-250,000.00	-250,000.00	-244,141.97	-250,000.00	-250,000.00	
1010000	4658		SPC EVENTS	-3,176.97	-37,000.00	-37,000.00	-2,490.00	-33,450.00	-41,200.00	
1010000	4658	20611	SPC EVENTS	-3,449.00	.00	.00	-5,011.00	.00	.00	
1010000	4658	20613	SPC EVENTS	.00	.00	.00	-100.00	.00	.00	
1010000	4658	20614	SPC EVENTS	-580.00	.00	.00	-1,040.00	.00	.00	
1010000	4658	20618	SPC EVENTS	.00	.00	.00	-9,161.42	.00	.00	
1010000	4658	20621	SPC EVENTS	.00	.00	.00	-17,954.70	.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

GENERAL FUND				2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
1010000	4659		SR CTR FEE	-10,449.50	-8,000.00	-8,000.00	-8,220.00	-8,000.00	-8,000.00	
1010000	4659	20543	SR CTR FEE	.00	.00	.00	-786.00	.00	.00	
1010000	4660		YTH PRTNR	-18,935.27	-40,000.00	-40,000.00	-11,807.60	-40,000.00	-27,000.00	
1010000	4665		COPY REVNU	-7,040.50	-7,000.00	-7,000.00	-7,476.00	-7,000.00	-7,000.00	
1010000	4667		LANDECENA	-10,663.14	-10,000.00	-10,000.00	-5,383.29	-10,000.00	-10,000.00	
1010000	4679		PASSPORT	-35,062.00	-28,000.00	-28,000.00	-34,589.00	-28,000.00	-38,000.00	
1010000	4680		UD-OPEB	-80,198.00	-119,290.00	-119,290.00	-109,350.00	-119,290.00	-115,620.00	
1010000	4701		NON-VEH FN	-373.65	.00	.00	-286.87	-1,000.00	.00	
1010000	4702		VEH FINE	-195,228.36	-114,300.00	-114,300.00	-194,216.36	-210,000.00	-190,000.00	
1010000	4703		RED LIT FN	-36,155.41	.00	.00	-30,208.18	-30,000.00	.00	
1010000	4704		MU-CD FN	-90,069.91	-39,600.00	-39,600.00	-45,304.45	-50,430.00	-59,240.00	
1010000	4705		MU-ANML FN	-9,200.00	-11,000.00	-11,000.00	-4,640.00	-4,640.00	-9,660.00	
1010000	4706		MU-CITE-PD	-101,692.70	-31,050.00	-31,050.00	-116,228.24	-150,000.00	-94,000.00	
1010000	4707		MU-BL FINE	-82,114.91	-85,000.00	-85,000.00	-77,328.56	-85,000.00	-85,000.00	
1010000	4708		PD-FLS ALM	-101,659.74	-121,000.00	-121,000.00	-148,843.23	-184,600.00	-166,700.00	
1010000	4709		MU- LIB FN	-30,379.61	-28,000.00	-28,000.00	-24,263.83	-32,000.00	-28,000.00	
1010000	4800		UN INT INC	.00	.00	.00	-219,683.92	.00	.00	
1010000	4801		INT INCOME	-197,952.78	-125,000.00	-125,000.00	-362,798.85	-125,000.00	-125,000.00	
1010000	4802		LEASE PROP	-109,807.95	-106,000.00	-106,000.00	-110,895.84	-109,270.00	-112,320.00	
1010000	4802	50105	LEASE PROP	-90,000.00	-120,000.00	-120,000.00	-112,400.00	-112,400.00	.00	
1010000	4802	50111	LEASE PROP	-37,967.45	-39,140.00	-39,140.00	-32,582.53	-39,100.00	-40,320.00	
1010000	4802	50112	LEASE PROP	-9,438.54	-9,590.00	-9,590.00	-8,791.20	-9,590.00	-9,590.00	
1010000	4802	50113	LEASE PROP	-43,116.74	-30,380.00	-30,380.00	-12,500.00	-12,500.00	-30,380.00	
1010000	4802	50114	LEASE PROP	-21,926.48	-24,190.00	-24,190.00	-20,507.92	-24,600.00	-25,660.00	
1010000	4802	50115	LEASE PROP	-19,971.00	-20,290.00	-20,290.00	-20,895.79	-22,560.00	-22,470.00	
1010000	4802	50116	LEASE PROP	-144,808.94	-145,600.00	-145,600.00	-222,758.74	-237,630.00	-179,670.00	
1010000	4802	50117	LEASE PROP	-34,140.00	-35,020.00	-35,020.00	-31,917.34	-34,640.00	-34,990.00	
1010000	4802	50118	LEASE PROP	-16,250.00	-15,000.00	-15,000.00	-13,750.00	-15,000.00	-15,000.00	
1010000	4802	50123	LEASE PROP	-45,354.13	-46,360.00	-46,360.00	-42,592.94	-46,370.00	-47,450.00	
1010000	4802	50128	LEASE PROP	-14,490.00	-19,320.00	-19,320.00	-4,830.00	-4,830.00	.00	
1010000	4802	50129	LEASE PROP	-2,093.75	-10,050.00	-10,050.00	-6,155.63	-9,210.00	-20,330.00	
1010000	4802	50131	LEASE PROP	-70,000.00	-60,000.00	-60,000.00	-55,000.00	-60,000.00	-60,000.00	
1010000	4802	50132	LEASE PROP	-28,485.00	-48,830.00	-48,830.00	-47,935.70	-48,830.00	-48,830.00	
1010000	4802	50133	LEASE PROP	-26,400.00	-26,400.00	-26,400.00	-12,846.31	-11,000.00	-26,730.00	
1010000	4802	50134	LEASE PROP	-4,966.44	.00	.00	-18,508.27	-20,190.00	-20,600.00	
1010000	4803		RENT-REC	-19,241.57	-32,000.00	-32,000.00	-20,936.03	-13,000.00	-13,000.00	
1010000	4804		RENT-PARK	-45,955.58	-40,000.00	-40,000.00	-33,045.67	-40,000.00	-40,000.00	
1010000	4807		RENT-LIB	-3,860.00	-4,500.00	-4,500.00	-430.00	-4,500.00	-4,500.00	
1010000	4814		STOP SALES	-297.00	.00	.00	-253.50	.00	.00	
1010000	4872		UNRL GN/LS	502,724.59	.00	.00	-614,571.22	.00	.00	
1010000	4899		ENGY ECR	.00	-432,810.00	-432,810.00	.00	.00	.00	
1010000	4901		SALE OF CA	.00	.00	.00	-164,447.52	.00	.00	
1010000	4904		GEN DONATN	-34,723.00	.00	.00	-8,920.33	-25,708.00	.00	
1010000	4904	50102	GEN DONATN	-14,300.79	.00	-14,301.00	.00	.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

GENERAL FUND			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
1010000	4905	DONATION	-500.00	.00	.00	-25.00	.00	.00	
1010000	4908	MISC REIMB	-31,360.68	-275,000.00	-275,000.00	-100,775.03	-77,630.00	-40,000.00	
1010000	4909	OTHER REV	-225,381.69	-20,000.00	-20,000.00	-121,748.47	.00	.00	
1010000	4910	WTR-ADM SV	-1,314,933.21	-1,130,510.00	-1,130,510.00	-991,615.18	-1,130,510.00	-1,367,880.00	
1010000	4911	SW-ADM SV	-374,679.21	-376,130.00	-376,130.00	-318,589.81	-376,130.00	-437,350.00	
1010000	4912	SWR-ADM SV	-252,001.04	-231,490.00	-231,490.00	-208,151.87	-231,490.00	-238,220.00	
1010000	4913	CASH-OV/SH	115.17	.00	.00	-71.22	.00	.00	
1010000	4915	DON - AS	-250.00	-310.00	-310.00	-10.00	-20.00	-100.00	
1010000	4916	MSC RMB-AS	-3,271.75	-200.00	-200.00	-195.00	-260.00	-250.00	
1010000	4917	LITIGATION	-134,437.50	.00	.00	.00	.00	.00	
1010000	4918	PY REVENUE	2,054.88	.00	.00	-132.46	.00	.00	
1010000	4970	TRNSFR IN	.00	.00	-695,914.00	-724,123.02	.00	.00	
TOTAL GENERAL FUND			-40,634,277.28	-41,180,920.00	-41,891,135.00	-38,782,699.05	-41,485,768.00	-42,911,180.00	
TOTAL GENERAL FUND			-40,634,277.28	-41,180,920.00	-41,891,135.00	-38,782,699.05	-41,485,768.00	-42,911,180.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

HOUSING FUND			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
2010000	HOUSING FUND								
2010000	4801	INT INCOME	-37,019.68	-15,000.00	-15,000.00	-30,013.10	-15,000.00	-15,000.00	
2010000	4805	RENT-APTMK	.00	-3,600,000.00	-3,600,000.00	.00	-3,900,000.00	-4,000,000.00	
2010000	4900	NOTE PROC	-14,865,000.00	.00	.00	.00	.00	.00	
2010000	4909	OTHER REV	-22,561.00	-110,000.00	-110,000.00	-212,741.05	-312,000.00	-150,000.00	
2010000	4918	PY REVENUE	-53,185.30	.00	.00	.00	.00	.00	
2010000	4970	TRNSFR IN	-2,120,000.00	.00	.00	-2,194,708.05	.00	.00	
TOTAL HOUSING FUND			-17,097,765.98	-3,725,000.00	-3,725,000.00	-2,437,462.20	-4,227,000.00	-4,165,000.00	
TOTAL HOUSING FUND			-17,097,765.98	-3,725,000.00	-3,725,000.00	-2,437,462.20	-4,227,000.00	-4,165,000.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

HOUSING FUND - RENTALS			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
2020000	HOUSING FUND - RENTALS								
2020000	4801	INT INCOME	-207.05	.00	.00	-396.40	.00	.00	
2020000	4805	RENT-APTMK	-3,665,692.90	.00	.00	-3,210,057.32	.00	.00	
2020000	4909	OTHER REV	-176,332.85	.00	.00	-131,350.84	.00	.00	
2020000	4920	LATE CHG	-18,750.00	.00	.00	-12,595.00	.00	.00	
TOTAL HOUSING FUND - RENTALS			-3,860,982.80	.00	.00	-3,354,399.56	.00	.00	
TOTAL HOUSING FUND - RENTALS			-3,860,982.80	.00	.00	-3,354,399.56	.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

PUB SAFETY AUGMENTATION	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
2030000 PUB SAFETY AUGMENTATION							
2030000 4106 1/2 CNT TX	-935,607.00	-810,000.00	-810,000.00	-837,841.00	-810,050.00	-1,002,140.00	
2030000 4801 INT INCOME	-2,350.45	-50.00	-50.00	-996.48	.00	.00	
TOTAL PUB SAFETY AUGMENTATIO	-937,957.45	-810,050.00	-810,050.00	-838,837.48	-810,050.00	-1,002,140.00	
TOTAL PUB SAFETY AUGMENTATIO	-937,957.45	-810,050.00	-810,050.00	-838,837.48	-810,050.00	-1,002,140.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

GAS TAX			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
2040000	GAS TAX								
2040000	4450	G TX 21075	-7,500.00	-7,500.00	-7,500.00	.00	-7,500.00	-7,500.00	
2040000	4451	GS TX 2106	-260,950.01	-266,220.00	-266,220.00	-224,876.06	-270,000.00	-268,390.00	
2040000	4452	GS TX 2107	-543,459.82	-548,520.00	-548,520.00	-438,414.65	-566,110.00	-562,640.00	
2040000	4453	GS TX 2105	-409,041.13	-442,100.00	-442,100.00	-352,904.45	-431,040.00	-428,470.00	
2040000	4456	GS TX 2103	-300,487.37	-588,720.00	-588,720.00	-207,588.21	-273,200.00	-656,860.00	
2040000	4457	GS TX 2032	-449,955.32	-1,275,180.00	-1,275,180.00	-1,053,747.06	-1,221,260.00	-1,274,760.00	
2040000	4458	GS TX LOAN	.00	-87,300.00	-87,300.00	.00	-86,850.00	-86,860.00	
2040000	4801	INT INCOME	-68,011.77	-17,600.00	-17,600.00	-72,101.61	-51,230.00	-51,230.00	
2040000	4908	MISC REIMB	-276,537.53	.00	.00	.00	.00	.00	
2040000	4909	OTHER REV	-87,296.98	.00	.00	-86,977.42	.00	.00	
TOTAL GAS TAX			-2,403,239.93	-3,233,140.00	-3,233,140.00	-2,436,609.46	-2,907,190.00	-3,336,710.00	
TOTAL GAS TAX			-2,403,239.93	-3,233,140.00	-3,233,140.00	-2,436,609.46	-2,907,190.00	-3,336,710.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

MEASURE I			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
2050000	MEASURE I								
2050000	4501	MEASURE I	-1,340,641.40	-1,282,870.00	-1,282,870.00	-1,087,196.10	-1,324,620.00	-1,328,700.00	
2050000	4801	INT INCOME	-44,626.94	-10,700.00	-10,700.00	-55,573.34	-38,100.00	-38,100.00	
2050000	4908	MISC REIMB	-67,494.00	.00	.00	.00	.00	.00	
TOTAL MEASURE I			-1,452,762.34	-1,293,570.00	-1,293,570.00	-1,142,769.44	-1,362,720.00	-1,366,800.00	
TOTAL MEASURE I			-1,452,762.34	-1,293,570.00	-1,293,570.00	-1,142,769.44	-1,362,720.00	-1,366,800.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

SANITARY SEWER	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
2070000 SANITARY SEWER							
2070000 4209 SWR-IEUA	.00	.00	.00	-1,419,255.60	.00	.00	
TOTAL SANITARY SEWER	.00	.00	.00	-1,419,255.60	.00	.00	
TOTAL SANITARY SEWER	.00	.00	.00	-1,419,255.60	.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

HOME			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
2080000	HOME								
2080000	4801	INT INCOME	-12,449.64	-100.00	-100.00	-14,234.12	-16,080.00	-13,000.00	
2080000	4921	PI-ADM 10%	.00	.00	.00	-5,587.70	-6,000.00	-13,000.00	
2080000	4922	RECAP INC	-15,580.10	.00	.00	-153,746.78	-160,000.00	-75,000.00	
2080000	4923	PI-HIP	.00	-90,000.00	-90,000.00	-50,289.30	-49,000.00	-90,000.00	
2080000	4924	PI-FTHB	.00	-25,000.00	-25,000.00	.00	.00	-40,000.00	
TOTAL HOME			-28,029.74	-115,100.00	-115,100.00	-223,857.90	-231,080.00	-231,000.00	
TOTAL HOME			-28,029.74	-115,100.00	-115,100.00	-223,857.90	-231,080.00	-231,000.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

CDBG	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
2090000 CDBG							
2090000 4310 CDBG	-310,601.04	-712,760.00	-712,760.00	-371,781.86	-678,430.00	-638,560.00	
TOTAL CDBG	-310,601.04	-712,760.00	-712,760.00	-371,781.86	-678,430.00	-638,560.00	
TOTAL CDBG	-310,601.04	-712,760.00	-712,760.00	-371,781.86	-678,430.00	-638,560.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

PBIA			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
2100000	PBIA FUND								
2100000	4108	PBID-ZN A	-50,098.98	-36,500.00	-36,500.00	-39,077.62	-46,630.00	-47,000.00	
2100000	4109	PBID-ZN B	-9,149.47	-7,000.00	-7,000.00	-5,706.30	-4,200.00	-4,500.00	
2100000	4801	INT INCOME	-2,455.02	-100.00	-100.00	-2,861.28	-3,340.00	-4,000.00	
TOTAL PBIA FUND			-61,703.47	-43,600.00	-43,600.00	-47,645.20	-54,170.00	-55,500.00	
TOTAL PBIA			-61,703.47	-43,600.00	-43,600.00	-47,645.20	-54,170.00	-55,500.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

AIR QUALITY POLLUTION REDUCT	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
2110000 AIR QUALITY POLLUTION REDUCT							
2110000 4502 MV AB 2766	-98,483.89	-99,180.00	-99,180.00	-73,997.51	-99,180.00	-100,000.00	
2110000 4801 INT INCOME	-1,703.08	-280.00	-280.00	-2,373.75	.00	.00	
TOTAL AIR QUALITY POLLUTION	-100,186.97	-99,460.00	-99,460.00	-76,371.26	-99,180.00	-100,000.00	
TOTAL AIR QUALITY POLLUTION	-100,186.97	-99,460.00	-99,460.00	-76,371.26	-99,180.00	-100,000.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

HOMELAND SECURITY GRANTS-PD	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
2140000 HOMELAND SECURITY GRANTS-PD							
2140000 4342 HSG PD	-41,312.00	.00	-24,244.00	-1,304.00	-1,300.00	-22,940.00	
TOTAL HOMELAND SECURITY GRAN	-41,312.00	.00	-24,244.00	-1,304.00	-1,300.00	-22,940.00	
TOTAL HOMELAND SECURITY GRAN	-41,312.00	.00	-24,244.00	-1,304.00	-1,300.00	-22,940.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

PROP 30	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
2150000 PROP 30							
2150000 4801 INT INCOME	-2,039.29	.00	.00	-1,850.01	-1,900.00	-1,900.00	
TOTAL PROP 30	-2,039.29	.00	.00	-1,850.01	-1,900.00	-1,900.00	
TOTAL PROP 30	-2,039.29	.00	.00	-1,850.01	-1,900.00	-1,900.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

COPS ALLOCATION-PD	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
2160000 COPS ALLOCATION-PD							
2160000 4423 COPS	-163,560.40	-117,480.00	-117,480.00	-174,732.48	-174,730.00	-120,000.00	
2160000 4801 INT INCOME	-7,012.32	-2,200.00	-2,200.00	-7,996.58	-10,770.00	-3,000.00	
TOTAL COPS ALLOCATION-PD	-170,572.72	-119,680.00	-119,680.00	-182,729.06	-185,500.00	-123,000.00	
TOTAL COPS ALLOCATION-PD	-170,572.72	-119,680.00	-119,680.00	-182,729.06	-185,500.00	-123,000.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

OTHER GRANTS			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
2170000	OTHER GRANTS								
2170000	4326	SPARK LOVE	-3,886.00	.00	.00	.00	-3,890.00	.00	
2170000	4483	LTRCY- DON	.00	.00	-5,500.00	-5,500.00	-5,500.00	.00	
2170000	4509	JPL NASA	-127.12	.00	-92.00	-91.88	-220.00	.00	
2170000	4801	INT INCOME	-211.84	.00	.00	-178.70	.00	.00	
2170000	4904	GEN DONATN	.00	.00	-51,500.00	-51,500.00	.00	.00	
2170000	4908	MISC REIMB	-35,000.00	.00	.00	.00	-35,000.00	.00	
2170000	4909	OTHER REV	.00	.00	-1,423.00	-1,423.00	1,420.00	.00	
TOTAL OTHER GRANTS			-39,224.96	.00	-58,515.00	-58,693.58	-43,190.00	.00	
TOTAL OTHER GRANTS			-39,224.96	.00	-58,515.00	-58,693.58	-43,190.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

OFFICE OF TRAFFIC SAFETY	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
2180000 OFFICE OF TRAFFIC SAFETY							
2180000 4419 OTS-ALCOHL	-4,204.76	.00	.00	.00	.00	.00	
2180000 4432 OTS-SOB	-131,258.55	.00	-235,757.00	-118,940.79	.00	.00	
TOTAL OFFICE OF TRAFFIC SAFE	-135,463.31	.00	-235,757.00	-118,940.79	.00	.00	
TOTAL OFFICE OF TRAFFIC SAFE	-135,463.31	.00	-235,757.00	-118,940.79	.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

JAG GRANTS- PD	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
2190000 JAG GRANTS- PD							
2190000 4434 JAG GRANTS	-15,211.00	.00	-3,225.00	-3,225.00	.00	.00	
2190000 4801 INT INCOME	-485.35	.00	.00	.00	.00	.00	
TOTAL JAG GRANTS- PD	-15,696.35	.00	-3,225.00	-3,225.00	.00	.00	
TOTAL JAG GRANTS- PD	-15,696.35	.00	-3,225.00	-3,225.00	.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

ASSET FORFEITURE-FED DOJ	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
2200000 ASSET FORFEITURE-FED DOJ							
2200000 4435 AF-FED	-24,601.78	.00	.00	-8,586.22	-2,430.00	.00	
2200000 4801 INT INCOME	-6,596.51	.00	.00	-6,324.77	-2,260.00	.00	
2200000 4918 PY REVENUE	-401,790.27	.00	.00	.00	.00	.00	
TOTAL ASSET FORFEITURE-FED D	-432,988.56	.00	.00	-14,910.99	-4,690.00	.00	
TOTAL ASSET FORFEITURE-FED D	-432,988.56	.00	.00	-14,910.99	-4,690.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

CALHOME			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
2220000	CALHOME								
2220000	4315	CA HOM-PI	.00	-56,000.00	-56,000.00	.00	-45,000.00	-50,000.00	
2220000	4801	INT INCOME	-5,409.60	-50.00	-50.00	-4,927.93	-5,950.00	-4,000.00	
2220000	4923	PI-HIP	.00	.00	.00	-32,809.09	.00	.00	
2220000	4924	PI-FTHB	-8,040.39	.00	.00	-7,100.00	.00	.00	
TOTAL CALHOME			-13,449.99	-56,050.00	-56,050.00	-44,837.02	-50,950.00	-54,000.00	
TOTAL CALHOME			-13,449.99	-56,050.00	-56,050.00	-44,837.02	-50,950.00	-54,000.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

ASSET FORFEITURE-FED TREASURY	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
2230000 ASSET FORFEITURE-FED TREASURY							
2230000 4435 AF-FED	-76.96	.00	.00	-2,753.02	-80.00	.00	
2230000 4801 INT INCOME	-97.81	.00	.00	-99.31	.00	.00	
2230000 4918 PY REVENUE	-6,814.75	.00	.00	.00	.00	.00	
TOTAL ASSET FORFEITURE-FED T	-6,989.52	.00	.00	-2,852.33	-80.00	.00	
TOTAL ASSET FORFEITURE-FED T	-6,989.52	.00	.00	-2,852.33	-80.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

ASSET FORFEITURE-STATE	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
2240000 ASSET FORFEITURE STATE							
2240000 4321 H&S PD FOR	-1,117.63	.00	.00	-118.36	-860.00	.00	
2240000 4422 AF-STATE	-3,746.28	.00	.00	-670.66	-1,130.00	.00	
2240000 4801 INT INCOME	-2,384.07	.00	.00	-2,210.18	.00	.00	
2240000 4918 PY REVENUE	-154,359.52	.00	.00	.00	.00	.00	
2240000 4918 32025 PY REVENUE	-5,327.43	.00	.00	.00	.00	.00	
TOTAL ASSET FORFEITURE STATE	-166,934.93	.00	.00	-2,999.20	-1,990.00	.00	
TOTAL ASSET FORFEITURE-STATE	-166,934.93	.00	.00	-2,999.20	-1,990.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

BSCC BUDGET ACT	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
2250000 BSCC BUDGET ACT							
2250000 4436 BSCC	-78,307.20	.00	.00	.00	.00	.00	
2250000 4801 INT INCOME	-997.39	.00	.00	-1,000.26	.00	.00	
TOTAL BSCC BUDGET ACT	-79,304.59	.00	.00	-1,000.26	.00	.00	
TOTAL BSCC BUDGET ACT	-79,304.59	.00	.00	-1,000.26	.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

GENERAL DEVELOPMENT	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
4200000 GENERAL DEVELOPMENT							
4200000 4219 GEN CP IMP	-164,094.22	-95,500.00	-95,500.00	-128,199.65	-95,000.00	-170,300.00	
4200000 4220 FIR CP IMP	-102,410.06	-59,300.00	-59,300.00	-71,916.03	-59,000.00	-98,000.00	
4200000 4221 PD CAP IMP	-146,304.10	-86,760.00	-86,760.00	-116,484.11	-86,000.00	-154,000.00	
4200000 4801 INT INCOME	-14,224.97	-4,230.00	-4,230.00	-15,852.62	-12,000.00	-12,000.00	
TOTAL GENERAL DEVELOPMENT	-427,033.35	-245,790.00	-245,790.00	-332,452.41	-252,000.00	-434,300.00	
TOTAL GENERAL DEVELOPMENT	-427,033.35	-245,790.00	-245,790.00	-332,452.41	-252,000.00	-434,300.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

PARK ACQUISITION & DEVELOPMENT	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
4210000 PARK ACQUISITION & DEVELOPMENT							
4210000 4107 PK IMP FEE	-1,033,025.41	-400,000.00	-400,000.00	-681,226.00	-400,000.00	-1,600,000.00	
4210000 4801 INT INCOME	-69,328.98	-10,000.00	-10,000.00	-72,291.72	-51,000.00	-51,000.00	
TOTAL PARK ACQUISITION & DEV	-1,102,354.39	-410,000.00	-410,000.00	-753,517.72	-451,000.00	-1,651,000.00	
TOTAL PARK ACQUISITION & DEV	-1,102,354.39	-410,000.00	-410,000.00	-753,517.72	-451,000.00	-1,651,000.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

STORM DRAIN DEVELOPMENT	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
4220000 STORM DRAIN DEVELOPMENT							
4220000 4211 SD PERMIT	-745,366.27	-448,400.00	-448,400.00	-361,629.13	-270,000.00	-720,000.00	
4220000 4801 INT INCOME	-38,176.01	-11,250.00	-11,250.00	-41,368.04	-30,000.00	-30,000.00	
4220000 4902 LEASE PROC	-52,920.75	-57,540.00	-57,540.00	-34,454.77	-70,560.00	-70,960.00	
4220000 4902 50120 LEASE PROC	-3,807.12	.00	.00	-3,489.86	.00	.00	
4220000 4902 50121 LEASE PROC	-24,914.32	.00	.00	-23,414.98	.00	.00	
4220000 4902 50122 LEASE PROC	-7,500.00	.00	.00	-6,250.00	.00	.00	
TOTAL STORM DRAIN DEVELOPMEN	-872,684.47	-517,190.00	-517,190.00	-470,606.78	-370,560.00	-820,960.00	
TOTAL STORM DRAIN DEVELOPMEN	-872,684.47	-517,190.00	-517,190.00	-470,606.78	-370,560.00	-820,960.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

STREET & TRAFFIC FACILITY DEV	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
4230000 STREET & TRAFFIC FACILITY DEV							
4230000 4212 S&T PERMIT	-554,126.11	-335,300.00	-335,300.00	-264,026.03	-185,000.00	-720,000.00	
4230000 4801 INT INCOME	-20,629.45	-5,130.00	-5,130.00	-24,584.09	-18,000.00	-18,000.00	
4230000 4908 MISC REIMB	-405,674.12	-6,880.00	-6,880.00	.00	.00	.00	
TOTAL STREET & TRAFFIC FACIL	-980,429.68	-347,310.00	-347,310.00	-288,610.12	-203,000.00	-738,000.00	
TOTAL STREET & TRAFFIC FACIL	-980,429.68	-347,310.00	-347,310.00	-288,610.12	-203,000.00	-738,000.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

GENERAL CAPITAL PROJECTS	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
4250000 GENERAL CAPITAL PROJECTS							
4250000 4970 TRNSFR IN	-250,000.00	.00	.00	.00	.00	-1,112,800.00	
TOTAL GENERAL CAPITAL PROJEC	-250,000.00	.00	.00	.00	.00	-1,112,800.00	
TOTAL GENERAL CAPITAL PROJEC	-250,000.00	.00	.00	.00	.00	-1,112,800.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

STREET& ALLEY REPAIRS-BURRTEC	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
4260000 STREET& ALLEY REPAIRS-BURRTEC							
4260000 4225 S&A-BURR	-206,115.00	-208,000.00	-208,000.00	-156,303.00	-208,000.00	-216,000.00	
4260000 4801 INT INCOME	.00	.00	.00	-9,902.80	.00	.00	
TOTAL STREET& ALLEY REPAIRS-	-206,115.00	-208,000.00	-208,000.00	-166,205.80	-208,000.00	-216,000.00	
TOTAL STREET& ALLEY REPAIRS-	-206,115.00	-208,000.00	-208,000.00	-166,205.80	-208,000.00	-216,000.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

ERG EFFIC CAPITAL IMPROVED PRO	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
4270000 ERG EFFIC CAPITAL IMPROVED PRO							
4270000 4801 INT INCOME	.00	.00	.00	-4,479.45	.00	.00	
4270000 4801 50151 INT INCOME	-7,232.07	.00	.00	.00	.00	.00	
4270000 4902 50151 LEASE PROC	-2,797,094.00	.00	.00	.00	.00	.00	
4270000 4903 50152 BOND PROC	-4,548,393.00	.00	.00	.00	.00	.00	
TOTAL ERG EFFIC CAPITAL IMPR	-7,352,719.07	.00	.00	-4,479.45	.00	.00	
TOTAL ERG EFFIC CAPITAL IMPR	-7,352,719.07	.00	.00	-4,479.45	.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

WATER UTILITY			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
6400000	WATER UTILITY								
6400000	4214	WTR CNS PM	-486,580.58	-300,000.00	-300,000.00	-258,776.21	-180,000.00	-600,000.00	
6400000	4603	DAMAG PROP	-50,069.88	.00	.00	-23,953.45	-14,000.00	.00	
6400000	4681	WTR-MTR	-22,820,233.91	-23,160,000.00	-23,160,000.00	-19,423,026.96	-24,700,000.00	-27,200,000.00	
6400000	4682	WTR-FL RAT	-65,914.29	-65,000.00	-65,000.00	-252,023.15	-250,600.00	-200,000.00	
6400000	4688	WTR-RCYCL	-306,254.24	-374,850.00	-374,850.00	-375,742.23	-629,000.00	-661,000.00	
6400000	4690	WTR CONN	-15,216.18	-5,000.00	-5,000.00	-40,644.00	-45,000.00	-45,000.00	
6400000	4691	METER INST	-83,323.00	-60,000.00	-60,000.00	-176,033.00	-145,000.00	-145,000.00	
6400000	4692	LSE STR WT	-3,549,509.52	.00	.00	-140,300.00	-140,300.00	.00	
6400000	4697	FLOW TEST	-5,670.00	.00	.00	-5,670.00	-5,500.00	-5,500.00	
6400000	4698	WTR JUMPR	-2,205.00	.00	.00	-18,900.00	-13,000.00	-13,000.00	
6400000	4699	JV INC	-1,161,496.96	.00	.00	.00	.00	.00	
6400000	4710	MU-LATE CH	-213,460.78	.00	.00	-202,361.61	.00	.00	
6400000	4801	INT INCOME	-195,469.00	-55,000.00	-55,000.00	-213,053.01	-65,000.00	-65,000.00	
6400000	4908	MISC REIMB	-247,036.47	-240,000.00	-240,000.00	-264,974.19	-264,000.00	-264,000.00	
6400000	4909	OTHER REV	-230,862.43	.00	.00	-257,024.56	-240,000.00	-155,000.00	
6400000	4999	OTC - UB	.00	.00	.00	-2,806,313.00	.00	.00	
	TOTAL WATER UTILITY		-29,433,302.24	-24,259,850.00	-24,259,850.00	-24,458,795.37	-26,691,400.00	-29,353,500.00	
6409115	14TH ST REHAB (EUCL TO CAMPUS)								
6409115	4355	ST REIMB	-86,100.00	.00	.00	.00	.00	.00	
	TOTAL 14TH ST REHAB (EUCL TO		-86,100.00	.00	.00	.00	.00	.00	
	TOTAL WATER UTILITY		-29,519,402.24	-24,259,850.00	-24,259,850.00	-24,458,795.37	-26,691,400.00	-29,353,500.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

SOLID WASTE UTILITY			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
6410000	SOLID WASTE UTILITY								
6410000	4351	BEV RECYCL	-45,432.00	.00	-38,398.00	-57,708.00	.00	.00	
6410000	4352	USED OIL	-25,166.00	.00	.00	.00	.00	.00	
6410000	4685	SW-RES COL	-4,545,355.04	-4,630,000.00	-4,630,000.00	-3,903,987.19	-4,630,000.00	-4,790,000.00	
6410000	4686	SW-NRS COL	-6,987,474.61	-6,960,000.00	-6,960,000.00	-6,784,816.58	-7,230,000.00	-8,700,000.00	
6410000	4689	HHW-BURRTC	-154,585.00	-156,300.00	-156,300.00	-117,225.00	-156,300.00	-162,240.00	
6410000	4801	INT INCOME	-27,613.14	-7,600.00	-7,600.00	-25,320.08	-18,000.00	-15,000.00	
6410000	4908	MISC REIMB	.00	.00	.00	.00	.00	-50,000.00	
TOTAL SOLID WASTE UTILITY			-11,785,625.79	-11,753,900.00	-11,792,298.00	-10,889,056.85	-12,034,300.00	-13,717,240.00	
TOTAL SOLID WASTE UTILITY			-11,785,625.79	-11,753,900.00	-11,792,298.00	-10,889,056.85	-12,034,300.00	-13,717,240.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

SEWER UTILITY			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
6450000	SEWER UTILITY								
6450000	4210	SWR-CITY	-321,420.71	-140,800.00	-140,800.00	-203,618.15	-140,800.00	-245,600.00	
6450000	4213	WW PERMIT	-76,803.75	-58,000.00	-58,000.00	-29,827.50	-40,000.00	-60,000.00	
6450000	4683	SWR COLL	-3,491,349.54	-3,213,120.00	-3,213,120.00	-2,896,673.73	-3,213,120.00	-3,096,480.00	
6450000	4684	SWR-IEUA	-6,189,553.26	-6,232,200.00	-6,232,200.00	-5,480,684.09	-6,232,200.00	-6,391,100.00	
6450000	4687	SWR CONN	-7,112.98	-12,000.00	-12,000.00	-84,435.84	-12,000.00	-30,000.00	
6450000	4694	SWR-MCLAIR	-466.81	-500.00	-500.00	-406.05	-500.00	-500.00	
6450000	4695	SWR-ONTARO	-42,731.09	-35,000.00	-35,000.00	-35,426.24	-35,000.00	-36,000.00	
6450000	4696	SWR-LA CO	-15,099.36	-13,000.00	-13,000.00	-14,449.09	-15,000.00	-16,000.00	
6450000	4801	INT INCOME	-192,444.97	-50,000.00	-50,000.00	-195,804.85	-138,000.00	-91,600.00	
6450000	4909	OTHER REV	-294.56	-1,000.00	-1,000.00	-1,915.94	.00	.00	
6450000	4970	TRNSFR IN	-265,000.00	-265,000.00	-265,000.00	.00	-265,000.00	-265,000.00	
TOTAL SEWER UTILITY			-10,602,277.03	-10,020,620.00	-10,020,620.00	-8,943,241.48	-10,091,620.00	-10,232,280.00	
TOTAL SEWER UTILITY			-10,602,277.03	-10,020,620.00	-10,020,620.00	-8,943,241.48	-10,091,620.00	-10,232,280.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

FIRE ANNEXATION WORKER'S COMP	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
7500000 FIRE ANNEXATION WORKER'S COMP							
7500000 4801 INT INCOME	-7,320.06	.00	.00	-5,708.46	.00	.00	
TOTAL FIRE ANNEXATION WORKER	-7,320.06	.00	.00	-5,708.46	.00	.00	
TOTAL FIRE ANNEXATION WORKER	-7,320.06	.00	.00	-5,708.46	.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

SELF-FUNDED LIABILITY			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
7510000	SELF-FUNDED LIABILITY								
7510000	4671	UD-WK CMP	-1,457,341.00	-1,456,050.00	-1,456,050.00	-1,334,696.00	-1,456,050.00	-1,529,550.00	
7510000	4672	UD-UNEMPL	-123,279.00	-121,240.00	-121,240.00	-111,254.00	-121,240.00	-123,430.00	
7510000	4673	UD-LT DISB	-124,114.00	-121,360.00	-121,360.00	-111,287.00	-121,360.00	-123,210.00	
7510000	4674	UD-LIABLTY	-2,179,866.00	-2,260,450.00	-2,260,450.00	-2,072,125.00	-2,260,450.00	-2,275,280.00	
7510000	4675	UD-LOSS PR	-136,232.00	-137,590.00	-137,590.00	-126,214.00	-137,590.00	-126,060.00	
7510000	4801	INT INCOME	-82.31	.00	.00	-1,378.73	.00	.00	
7510000	4908	MISC REIMB	-11,736.15	.00	.00	-21,842.57	.00	.00	
7510000	4909	OTHER REV	-710.50	.00	.00	-28,702.21	.00	.00	
7510000	4970	TRNSFR IN	-3,293,381.07	.00	.00	.00	.00	.00	
TOTAL SELF-FUNDED LIABILITY			-7,326,742.03	-4,096,690.00	-4,096,690.00	-3,807,499.51	-4,096,690.00	-4,177,530.00	
TOTAL SELF-FUNDED LIABILITY			-7,326,742.03	-4,096,690.00	-4,096,690.00	-3,807,499.51	-4,096,690.00	-4,177,530.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

FLEET MANAGEMENT			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
7520000	FLEET MANAGEMENT								
7520000	4662	REPLACEMNT	-553,200.00	.00	.00	.00	.00	.00	
7520000	4676	UD-VEH REP	-717,220.00	-1,314,100.00	-1,314,100.00	-1,204,599.00	.00	-1,133,070.00	
7520000	4801	INT INCOME	-9,818.57	.00	.00	-9,333.85	.00	.00	
7520000	4901	SALE OF CA	-23,050.00	-77,900.00	-77,900.00	-17,650.00	-70,000.00	-30,350.00	
7520000	4909	OTHER REV	-419.51	.00	.00	-37.71	.00	.00	
7520000	4970	TRNSFR IN	-86,213.00	.00	.00	.00	.00	.00	
TOTAL FLEET MANAGEMENT			-1,389,921.08	-1,392,000.00	-1,392,000.00	-1,231,620.56	-70,000.00	-1,163,420.00	
TOTAL FLEET MANAGEMENT			-1,389,921.08	-1,392,000.00	-1,392,000.00	-1,231,620.56	-70,000.00	-1,163,420.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

INFORMATION SYSTEMS			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
7530000	INFORMATION SYSTEMS								
7530000	4125	PEG FEES	-87,002.96	-130,000.00	-130,000.00	-162,349.00	-120,000.00	-130,000.00	
7530000	4662	REPLACEMNT	-50,000.00	.00	.00	.00	.00	.00	
7530000	4669	UD-INFO SY	-1,488,683.00	-1,435,130.00	-1,435,130.00	-1,315,622.00	-1,435,130.00	-1,594,560.00	
7530000	4801	INT INCOME	-16,775.28	.00	.00	-16,117.62	.00	.00	
7530000	4908	MISC REIMB	-173.74	.00	.00	-177.30	.00	.00	
7530000	4909	OTHER REV	-83.90	.00	.00	-3,554.00	.00	.00	
TOTAL INFORMATION SYSTEMS			-1,642,718.88	-1,565,130.00	-1,565,130.00	-1,497,819.92	-1,555,130.00	-1,724,560.00	
TOTAL INFORMATION SYSTEMS			-1,642,718.88	-1,565,130.00	-1,565,130.00	-1,497,819.92	-1,555,130.00	-1,724,560.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

BUILDING MAINT & OPERATIONS	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
7540000 BUILDING MAINT & OPERATIONS							
7540000 4670 UD-BLDG MT	-1,093,817.00	-1,098,830.00	-1,098,830.00	-1,007,281.00	.00	-1,078,670.00	
7540000 4801 INT INCOME	-12,299.69	.00	.00	-13,095.37	.00	.00	
7540000 4970 TRNSFR IN	-170,000.00	.00	-179,250.00	-179,250.00	.00	.00	
TOTAL BUILDING MAINT & OPERA	-1,276,116.69	-1,098,830.00	-1,278,080.00	-1,199,626.37	.00	-1,078,670.00	
TOTAL BUILDING MAINT & OPERA	-1,276,116.69	-1,098,830.00	-1,278,080.00	-1,199,626.37	.00	-1,078,670.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

SUCCESSOR AGENCY			2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
8050000	SUCCESSOR AGENCY								
8050000	4430	SA ADM ALW	-233,301.00	-233,300.00	-233,300.00	-250,000.00	-250,000.00	-250,000.00	
8050000	4431	SA RPTTF	-3,140,299.00	-3,137,640.00	-3,137,640.00	-2,629,672.00	-3,137,640.00	-3,075,060.00	
8050000	4801	INT INCOME	-37,797.61	-25,000.00	-25,000.00	-20,548.37	-41,190.00	-41,190.00	
8050000	4802	LEASE PROP	-15,496.78	.00	.00	.00	.00	.00	
8050000	4872	UNRL GN/LS	-1.05	.00	.00	.00	.00	.00	
8050000	4901	SALE OF CA	.00	.00	-1,813,875.00	-1,284,228.97	.00	.00	
TOTAL SUCCESSOR AGENCY			-3,426,895.44	-3,395,940.00	-5,209,815.00	-4,184,449.34	-3,428,830.00	-3,366,250.00	
TOTAL SUCCESSOR AGENCY			-3,426,895.44	-3,395,940.00	-5,209,815.00	-4,184,449.34	-3,428,830.00	-3,366,250.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

POST EMPLOYMENT SECTION 115 TR	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
8100000 PARS 115 TRUST FUND							
8100000 4801 INT INCOME	-54,033.79	.00	.00	-56,397.67	.00	.00	
TOTAL PARS 115 TRUST FUND	-54,033.79	.00	.00	-56,397.67	.00	.00	
TOTAL POST EMPLOYMENT SECTIO	-54,033.79	.00	.00	-56,397.67	.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

CFD 2003-2 IA 1	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
8670000 CFD 2003-2 IA 1							
8670000 4801 INT INCOME	-6,088.39	.00	.00	-7,498.67	.00	.00	
TOTAL CFD 2003-2 IA 1	-6,088.39	.00	.00	-7,498.67	.00	.00	
TOTAL CFD 2003-2 IA 1	-6,088.39	.00	.00	-7,498.67	.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

CFD 2003-2 IA 2	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
8680000 CFD 2003-2 IA 2							
8680000 4801 INT INCOME	-4,523.19	.00	.00	-5,665.28	.00	.00	
TOTAL CFD 2003-2 IA 2	-4,523.19	.00	.00	-5,665.28	.00	.00	
TOTAL CFD 2003-2 IA 2	-4,523.19	.00	.00	-5,665.28	.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

CFD 2003-1 UPLAND 54	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
8700000 CFD 2003-1 UPLAND 54							
8700000 4801 INT INCOME	-532.52	.00	.00	-657.63	.00	.00	
TOTAL CFD 2003-1 UPLAND 54	-532.52	.00	.00	-657.63	.00	.00	
TOTAL CFD 2003-1 UPLAND 54	-532.52	.00	.00	-657.63	.00	.00	

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

84-1 ASSESSMENT DISTRICT	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council	COMMENT
8730000 84-1 ASSESSMENT DISTRICT							
8730000 4001 CUR SEC TX	-3,002.97	.00	.00	-4,324.08	.00	.00	
TOTAL 84-1 ASSESSMENT DISTRI	-3,002.97	.00	.00	-4,324.08	.00	.00	
TOTAL 84-1 ASSESSMENT DISTRI	-3,002.97	.00	.00	-4,324.08	.00	.00	
TOTAL REVENUE	-146,228,019.28	-110,700,580.00	-113,764,059.00	-109,873,264.72	-111,597,718.00	-123,795,240.00	
TOTAL EXPENSE	.00	.00	.00	.00	.00	.00	
GRAND TOTAL	-146,228,019.28	-110,700,580.00	-113,764,059.00	-109,873,264.72	-111,597,718.00	-123,795,240.00	

** END OF REPORT - Generated by Saleha Kazmi **

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

ACCOUNTS FOR:

84-1 ASSESSMENT DISTRICT	2018 ACTUAL	2019 ORIG BUD	2019 REVISED BUD	2019 ACTUAL	2019 PROJECTION	2020 Council COMMENT

	Field #	Total	Page Break
Sequence 1	1	Y	Y
Sequence 2	9	Y	N
Sequence 3	11	N	N
Sequence 4	0	N	N

Report title:

06/11/2019 17:55 | City of Upland, CA | P 47
skazmi | NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS | bgnyrpts

PROJECTION: 20201 FY 2019-20 ANNUAL BUDGET FOR PERIOD 99

Report type:	1
Budget level:	5
Percentage change calculation method:	1
Print first or second year of budget requests:	F
Print revenue as credit:	Y
Include cfwd in rev bud:	N
Include cfwd in actuals:	N
Print totals only:	N
Include segment code:	N
Include report grand totals by account type:	Y
Print full GL account:	N
Double space:	N
Suppress zero bdgt accts:	Y
Print as worksheet:	N
Print percent change or comment:	C
Print text:	N
Amounts/totals exceed 999 million dollars:	N
Print five budget levels:	N
Report view:	F

Find Criteria

Field Name	Field Value
Org	
Object	4*
Project	
Account type	
Account status	

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UPLAND AUTHORIZING A CONTINUING BUDGET RESOLUTION COMMENCING JULY 1, 2019 TO JULY 31, 2019, PENDING ADOPTION OF THE FISCAL YEAR 2019-20 ANNUAL BUDGET

Intent of the Parties and Findings:

(i) The fiscal year for the City of Upland ends June 30, 2019;

(ii) The City Council will not approve the proposed budget as is for Fiscal Year 2019-20 and wishes further discussion before approval;

(iii) In order to allow sufficient time for review of the proposed budget, the City Council desires to authorize a continuation of usual and customary expenditures until such time as a new budget for Fiscal year 2019-20 is adopted; and

(iv) The City Council anticipates adopting a new budget for the City of Upland by July 31, 2019.

NOW, THEREFORE, the Upland City Council hereby finds, determines and resolves as follows:

Section 1. The City Council hereby authorizes the City Manager to continue to expend the funds of the City in a manner consistent with the expenses shown in the FY 2018-19 budget, from July 1, through July 31, 2019 of the new fiscal year, or until the Council adopts a budget for the fiscal year commencing July 1, 2019, whichever occurs first.

Section 2. The City Manager shall not make any capital expenditures during this time period which have not been previously authorized by the City Council, except in the event of a health or safety emergency.

Section 3. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

ADOPTED AND APPROVED this 24nd day of June, 2019.

_____
Debbie Stone, Mayor

I, Keri Johnson, City Clerk of the City of Upland, do hereby certify that the foregoing Resolution was passed and adopted at a regular meeting of the City Council of the City of Upland held on the 24nd day of June, 2019, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

ATTEST: _____
Keri Johnson, City Clerk

STAFF REPORT

ITEM NO. 14.D.

DATE:	June 24, 2019
TO:	MAYOR AND CITY COUNCIL
FROM:	ROSEMARY HOERNING, ACTING CITY MANAGER
PREPARED BY:	LONDA BOCK-HELMS CPA, ACTING ADMINISTRATIVE SERVICES DIRECTOR
SUBJECT:	PROPOSED FISCAL YEAR 2019-20 ANNUAL APPROPRIATION LIMIT

RECOMMENDED ACTION

It is recommended that the City Council approve the calculation of the Fiscal Year 2019-20 Appropriations Limit.

GOAL STATEMENT

The proposed action supports the City's goal of providing sound fiscal stewardship for the City of Upland.

BACKGROUND

Article XIIIB (Proposition 4) of the California Constitution, commonly referred to as the Gann Initiative or Gann Appropriations Limit, was adopted by California voters in 1980 and placed limits on the amount of proceeds of taxes that can be spent by all entities of government. The base year of appropriated proceeds of taxes in 1978-79 is adjusted annually using a ratio of the changes in population, inflation and/or the changes in non-residential construction.

This appropriations limit is required to be annually reviewed by the City's independent auditor, published in the annual budget document, and submitted to the State Controller with the filing of the Annual Report of Financial Transactions no later than 90 days after the end of each fiscal year.

The California Department of Finance provides the change in the California Per Capita Personal Income Factor (CCPI) and the population changes in both the City of Upland and the County of San Bernardino. Cities may choose an inflation factor that is either the change in the CCPI

or the change in non-residential construction. The population factor option is either the growth rate in the city or county. Each of these factors is an annual election.

For the fiscal year 2019-20 calculation, staff recommends electing to use the increase in the CCPI of 3.85% as that percentage increase is higher than the increase in the change in non-residential construction of 2.53%. Staff recommends electing to use the County of San Bernardino's change in population of .90%, which is higher than the increase in population for the City of Upland of .58%.

The calculations are provided on the attached worksheets. Fiscal year 2019-20's appropriations limit is $109,691,345, which exceeds the proceeds of taxes (net of Debt service) of $32,668,439 by $77,022,906.

ISSUES/ANALYSIS

The analysis below provides the figures for the estimate of the appropriations limit for fiscal year 2019-20.

INFLATION OPTION	FACTOR
CCPI	3.85%
Change in Non-Residential Construction	2.53%

POPULATION OPTION	FACTOR
City of Upland	.58%
County of San Bernardino	.90%

Using the figures for the change in CCPI and the change in population for the County of San Bernardino provides the optimum increase.

FISCAL IMPACTS

There is no fiscal impact associated with this action.

ALTERNATIVES

Provide alternative direction to staff.

ATTACHMENTS:

Resolution Appropriations Limit
Appropriations Limit Calculation
Appropriations Limit Calculation #2
Appropriations Limit Calculation #3

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL ESTABLISHING THE APPROPRIATIONS LIMIT FOR THE CITY OF UPLAND FOR FISCAL YEAR 2019-20

Intent of the Parties and Findings:

(i) Section 1.5 of Article XIIIB of the constitution of the State of California imposes upon units of State and Local Government the obligation to limit each fiscal year's appropriations of the proceeds of taxes to the amount of such appropriations in Fiscal Year 1986-87 as adjusted for changes in cost of living and population; and

(ii) Section 7910 of the Government Code of the State of California directs the governing body of each local jurisdiction to establish its appropriation limit by resolution each year; and

(iii) The Finance Officer of the City of Upland has determined the City's appropriations limit for Fiscal Year 2019-20 in accordance with said provisions of the Constitution and laws of the State of California and the documentation used in said determination is available in the Finance Division of the City of Upland.

NOW, THEREFORE, the Upland City Council hereby finds, determines and resolves as follows:

Section 1. Calculation of said limit for the City shall be determined by (1) Using the California population growth of San Bernardino County, and the change in CCPI, both as determined by the California Department of Finance; and (2) Based upon the above said factors, the appropriations limit of the City of Upland for the Fiscal Year 2019-20 is hereby found and determined to be $109,691,345.

Section 2. Certification. The City Clerk of the City of Upland shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED and ADOPTED this 24th day of June, 2019.

_____
Debbie Stone, Mayor

I, Keri Johnson, City Clerk of the City of Upland, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 24th day of June, 2019, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

ATTEST: _____
Keri Johnson, City Clerk

Schedule A

City of Upland
Appropriations Limit Calculation
Fiscal Year 2019-20

Part I - Calculation of Appropriations Limit

FY 2018-19 Appropriations Limit Adopted by the City Council		$	104,687,292
Change in County Population (.90%):	1.0090 [(a)]		
Change in Per Capita Personal Income (3.85%)	1.0385 [(a)]		
Total Annual Adjustment Factor (1.0090 x 1.0385)	1.0478		
Annual Adjustment (104,687,292 X 1.0478)			5,004,053
Appropriations Limit - Fiscal Year 2019-20:		$	109,691,345

Part II - Appropriations Subject to the Limit

Proceeds from Taxes from Schedule B:	$	33,096,319
Less: Debt Service Payments		(427,880)
Total Appropriations Subject to the Limit	$	32,668,439

Part III - Calculation of Appropriations Over/Under the Limit

Appropriations Limit - Fiscal Year 2019-20	$	109,691,345
Less: FY2019-20 Appropriations Subject to Limitation		(32,668,439)
Total Appropriations Under the Limit	$	77,022,906

[(a)] Source: State of California, Department of Finance, Price and Population Information, May 2019

Schedule B

City of Upland

Schedule of Estimated Revenues
Proceeds and Non-Proceeds of Taxes
For the Fiscal Year 2019-20

			Proceeds of Taxes	Non-Proceeds of Taxes	Total Proceeds/ Non-Proceeds
General Fund					
Taxes					
Property Taxes			15,790,540		15,790,540
RPTTF - Residual			1,000,000		1,000,000
Sales Tax			14,412,470		14,412,470
Business License Tax			965,000		965,000
Rock Extraction Tax			240,000		240,000
Transient Occupancy Tax			155,530		155,530
Real Property Transfer Tax			345,000		345,000
Trailer Coach in Lieu			59,370		59,370
Motor Vehicle in Lieu			32,000		32,000
Weed Abatement Assessments				65,000	65,000
Franchises				1,230,000	1,230,000
Disability Access Fee				10,000	10,000
Licenses and Permits				2,639,190	2,639,190
State Subventions and Other					-
State Mandated Costs					-
Library Grants				27,070	27,070
User Fees - Charges for Services				2,345,270	2,345,270
Fines and Forfeits				632,600	632,600
Use of Money and Property		125,000	-	-	-
Other Revenue				2,837,140	2,837,140
Proceeds	32,999,910	77.13%			
Non-Proceeds	9,786,270	22.87%			
Sub-total (excluding interest)			32,999,910	9,786,270	42,786,180
Interest allocation			96,409	28,591	125,000
	$ 42,786,180	100.00%	$ 33,096,319	9,814,861	$ 42,911,180
Special Revenue Funds				$5,236,400	
Public Safety Augmentation Fund				$1,002,140	
Gas Tax Fund				$3,336,710	
Measure I Fund				1,366,800	
Parking Business Improvement Area Fund				55,500	
Air Quality Management District Fund				100,000	
Capital Projects Funds				3,860,260	
Enterprise Funds				53,038,020	
Internal Service fund				8,144,180	
Total - All Proceeds and Non-Proceeds			**$ 33,096,319**	**85,954,871**	**$ 119,051,190**

DEPARTMENT OF FINANCE
GAVIN NEWSOM • GOVERNOR
915 L STREET ■ SACRAMENTO CA ■ 95814-3706 ■ WWW.DOF.CA.GOV

May 2019

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit
California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2019, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2019-20. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2019-20 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts
Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: http://leginfo.legislature.ca.gov/faces/codes.xhtml.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification
The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2019**.

Please Note: The prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

KEELY BOSLER
Director
By:

Vivek Viswanathan
Chief Deputy Director

Attachment

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2019-20 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2019-20	3.85

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2019-20 appropriation limit.

2019-20:

Per Capita Cost of Living Change = 3.85 percent
Population Change = 0.47 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.85 + 100}{100} = 1.0385$

Population converted to a ratio: $\frac{0.47 + 100}{100} = 1.0047$

Calculation of factor for FY 2019-20: 1.0385 x 1.0047 = 1.0434

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Alameda				
Alameda	0.43	77,573	77,909	79,316
Albany	0.92	19,216	19,393	19,393
Berkeley	0.78	122,369	123,328	123,328
Dublin	4.50	60,147	62,854	64,577
Emeryville	0.12	11,871	11,885	11,885
Fremont	0.55	231,252	232,532	232,532
Hayward	0.47	158,693	159,433	159,433
Livermore	0.75	90,359	91,039	91,039
Newark	3.25	47,178	48,712	48,712
Oakland	0.35	431,373	432,897	432,897
Piedmont	0.46	11,368	11,420	11,420
Pleasanton	1.27	79,483	80,492	80,492
San Leandro	0.30	89,552	89,825	89,825
Union City	1.16	74,058	74,916	74,916
Unincorporated	0.18	149,186	149,460	149,536
County Total	0.75	1,653,678	1,666,095	1,669,301

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

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January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Alpine				
Unincorporated	0.09	1,161	1,162	1,162
County Total	0.09	1,161	1,162	1,162

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January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Amador				
Amador	1.08	186	188	188
Ione	0.90	3,992	4,028	7,991
Jackson	1.66	4,692	4,770	4,770
Plymouth	2.12	991	1,012	1,012
Sutter Creek	1.43	2,523	2,559	2,559
Unincorporated	1.15	21,455	21,702	21,774
County Total	1.24	33,839	34,259	38,294

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January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Butte				
Biggs	9.08	1,894	2,066	2,066
Chico	20.73	92,861	112,111	112,111
Gridley	4.38	6,921	7,224	7,224
Oroville	20.35	18,091	21,773	21,773
Paradise	-82.63	26,423	4,590	4,590
Unincorporated	-3.68	81,706	78,702	78,702
County Total	-0.63	227,896	226,466	226,466

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January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Calaveras				
Angels City	0.37	3,826	3,840	3,840
Unincorporated	-0.14	41,234	41,176	41,277
County Total	-0.10	45,060	45,016	45,117

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Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Colusa				
Colusa	-0.43	6,282	6,255	6,255
Williams	1.64	5,438	5,527	5,527
Unincorporated	-0.08	10,343	10,335	10,335
County Total	0.24	22,063	22,117	22,117

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Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Contra Costa				
Antioch	0.56	113,266	113,901	113,901
Brentwood	2.45	62,140	63,662	63,662
Clayton	0.19	11,631	11,653	11,653
Concord	0.31	129,493	129,889	129,889
Danville	0.37	45,103	45,270	45,270
El Cerrito	1.06	25,192	25,459	25,459
Hercules	1.00	25,964	26,224	26,224
Lafayette	0.96	26,077	26,327	26,327
Martinez	0.22	38,406	38,490	38,490
Moraga	0.31	16,886	16,939	16,939
Oakley	1.98	40,949	41,759	41,759
Orinda	0.74	19,331	19,475	19,475
Pinole	0.21	19,458	19,498	19,498
Pittsburg	0.74	72,006	72,541	72,541
Pleasant Hill	0.25	34,969	35,055	35,055
Richmond	0.28	110,128	110,436	110,436
San Pablo	0.25	31,737	31,817	31,817
San Ramon	0.94	83,179	83,957	83,957
Walnut Creek	0.90	69,498	70,121	70,121
Unincorporated	0.55	172,382	173,322	173,406
County Total	0.70	1,147,795	1,155,795	1,155,879

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Del Norte				
Crescent City	0.56	4,249	4,273	6,828
Unincorporated	0.98	20,293	20,492	20,573
County Total	0.91	24,542	24,765	27,401

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Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
El Dorado				
Placerville	1.23	10,784	10,917	10,917
South Lake Tahoe	1.37	22,491	22,800	22,800
Unincorporated	1.16	156,216	158,028	158,131
County Total	1.19	189,491	191,745	191,848

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Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	1-1-19	Total Population 1-1-2019
Fresno				
Clovis	2.73	113,895	117,003	117,003
Coalinga	1.28	12,949	13,115	17,600
Firebaugh	0.67	8,078	8,132	8,132
Fowler	1.30	6,520	6,605	6,605
Fresno	0.96	531,222	536,316	536,683
Huron	0.26	7,289	7,308	7,308
Kerman	2.64	15,096	15,495	15,495
Kingsburg	1.13	12,253	12,392	12,392
Mendota	0.49	12,255	12,315	12,315
Orange Cove	0.51	9,924	9,975	9,975
Parlier	1.47	15,917	16,151	16,151
Reedley	0.41	26,556	26,666	26,666
Sanger	2.28	26,489	27,094	27,094
San Joaquin	0.38	4,200	4,216	4,216
Selma	0.45	24,932	25,045	25,045
Unincorporated	0.20	174,246	174,596	175,561
County Total	1.06	1,001,821	1,012,424	1,018,241

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Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Glenn				
Orland	4.24	7,998	8,337	8,337
Willows	0.14	6,273	6,282	6,282
Unincorporated	0.17	14,391	14,416	14,513
County Total	1.30	28,662	29,035	29,132

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January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Humboldt				
Arcata	0.13	18,054	18,078	18,078
Blue Lake	-0.80	1,253	1,243	1,243
Eureka	-0.80	27,195	26,977	26,977
Ferndale	-0.67	1,344	1,335	1,335
Fortuna	-0.49	12,144	12,084	12,084
Rio Dell	-0.75	3,351	3,326	3,326
Trinidad	-0.83	363	360	360
Unincorporated	-0.60	72,177	71,746	71,930
County Total	-0.54	135,881	135,149	135,333

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Attachment B
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January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Imperial				
Brawley	0.98	27,073	27,337	27,337
Calexico	0.39	42,034	42,198	42,198
Calipatria	0.05	3,807	3,809	7,281
El Centro	0.12	46,193	46,248	46,248
Holtville	0.61	6,738	6,779	6,779
Imperial	2.14	19,511	19,929	19,929
Westmorland	0.04	2,460	2,461	2,461
Unincorporated	0.12	34,258	34,298	38,033
County Total	0.54	182,074	183,059	190,266

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January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Inyo				
Bishop	-0.03	3,900	3,899	3,899
Unincorporated	0.01	14,601	14,603	14,694
County Total	0.01	18,501	18,502	18,593

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Attachment B
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January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Kern				
Arvin	2.79	21,577	22,178	22,178
Bakersfield	1.11	384,921	389,211	389,211
California City	0.73	12,413	12,504	15,000
Delano	1.15	45,068	45,588	53,936
Maricopa	0.24	1,237	1,240	1,240
McFarland	1.60	13,510	13,726	15,242
Ridgecrest	1.26	28,648	29,009	29,712
Shafter	4.27	19,472	20,304	20,886
Taft	0.95	6,772	6,836	9,430
Tehachapi	1.19	9,481	9,594	13,668
Wasco	2.34	22,690	23,220	27,955
Unincorporated	0.80	312,762	315,273	318,006
County Total	1.15	878,551	888,683	916,464

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January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Kings				
Avenal	0.42	9,591	9,631	13,823
Corcoran	0.67	12,891	12,977	21,832
Hanford	1.32	57,346	58,105	58,105
Lemoore	1.23	25,939	26,257	26,257
Unincorporated	0.82	26,477	26,695	33,693
County Total	1.07	132,244	133,665	153,710

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Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Lake				
Clearlake	-0.98	14,975	14,828	14,828
Lakeport	0.46	4,784	4,806	4,806
Unincorporated	0.28	45,219	45,346	45,437
County Total	0.00	64,978	64,980	65,071

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Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Lassen				
Susanville	-1.48	8,913	8,781	15,008
Unincorporated	-1.96	14,251	13,972	15,142
County Total	-1.77	23,164	22,753	30,150

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Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Los Angeles				
Agoura Hills	-0.15	20,874	20,842	20,842
Alhambra	-0.16	87,070	86,931	86,931
Arcadia	0.64	58,516	58,891	58,891
Artesia	0.05	16,824	16,833	16,919
Avalon	-0.29	3,856	3,845	3,845
Azusa	2.14	50,237	51,313	51,313
Baldwin Park	0.16	77,161	77,286	77,286
Bell	0.69	36,307	36,556	36,556
Bellflower	0.04	78,279	78,308	78,308
Bell Gardens	-0.35	43,123	42,972	42,972
Beverly Hills	-0.20	34,697	34,627	34,627
Bradbury	-0.65	1,084	1,077	1,077
Burbank	-0.21	106,175	105,952	105,952
Calabasas	-0.19	24,284	24,239	24,239
Carson	-0.01	93,609	93,604	93,604
Cerritos	0.86	50,280	50,711	50,711
Claremont	0.09	36,479	36,511	36,511
Commerce	-0.25	13,054	13,021	13,021
Compton	-0.28	98,985	98,711	98,711
Covina	-0.08	48,914	48,876	48,876
Cudahy	-0.28	24,333	24,264	24,264
Culver City	0.96	39,790	40,173	40,173
Diamond Bar	-0.13	57,572	57,495	57,495
Downey	-0.18	114,413	114,212	114,212
Duarte	-0.25	22,007	21,952	21,952
El Monte	0.76	116,315	117,204	117,204
El Segundo	-0.01	17,067	17,066	17,066
Gardena	-0.19	61,158	61,042	61,042
Glendale	0.73	204,782	206,283	206,283
Glendora	0.07	52,086	52,122	52,122
Hawaiian Gardens	-0.22	14,723	14,690	14,690
Hawthorne	-0.16	87,996	87,854	87,854
Hermosa Beach	0.17	19,814	19,847	19,847
Hidden Hills	-0.79	1,900	1,885	1,885
Huntington Park	-0.06	59,386	59,350	59,350
Industry	0.00	432	432	432
Inglewood	-0.19	112,759	112,549	112,549
Irwindale	4.08	1,447	1,506	1,506

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Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
La Canada Flintridge	-0.10	20,623	20,602	20,602
La Habra Heights	-0.07	5,489	5,485	5,485
Lakewood	-0.13	81,459	81,352	81,352
La Mirada	-0.05	49,585	49,558	49,558
Lancaster	0.28	156,841	157,273	161,604
La Puente	0.19	40,719	40,795	40,795
La Verne	-0.11	33,239	33,201	33,201
Lawndale	-0.27	33,527	33,436	33,436
Lomita	-0.06	20,776	20,763	20,763
Long Beach	-0.21	475,921	474,941	475,013
Los Angeles	0.05	4,035,356	4,037,190	4,040,079
Lynwood	-0.22	71,497	71,343	71,343
Malibu	-7.42	13,011	12,046	12,046
Manhattan Beach	-0.24	36,010	35,922	35,922
Maywood	-0.21	28,029	27,971	27,971
Monrovia	-0.14	38,582	38,529	38,529
Montebello	-0.11	64,316	64,247	64,247
Monterey Park	-0.38	62,061	61,828	61,828
Norwalk	-0.12	106,077	105,950	106,744
Palmdale	0.05	157,782	157,854	157,854
Palos Verdes Estates	-0.26	13,579	13,544	13,544
Paramount	-0.01	55,503	55,497	55,497
Pasadena	0.90	145,003	146,312	146,312
Pico Rivera	-0.42	64,306	64,033	64,033
Pomona	0.08	154,189	154,310	154,310
Rancho Palos Verdes	-0.24	42,647	42,543	42,560
Redondo Beach	0.16	68,361	68,473	68,473
Rolling Hills	-0.32	1,898	1,892	1,892
Rolling Hills Estates	-0.08	8,254	8,247	8,247
Rosemead	-0.25	55,237	55,097	55,097
San Dimas	-0.25	34,669	34,584	34,584
San Fernando	1.32	24,593	24,918	24,918
San Gabriel	-0.22	41,270	41,178	41,178
San Marino	-0.06	13,360	13,352	13,352
Santa Clarita	2.70	212,378	218,103	218,103
Santa Fe Springs	0.04	18,208	18,216	18,261
Santa Monica	-0.11	93,698	93,593	93,593
Sierra Madre	-0.27	11,165	11,135	11,135
Signal Hill	0.31	11,758	11,795	11,795
South El Monte	0.95	21,092	21,293	21,293

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Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	1-1-19	Total Population 1-1-2019
South Gate	-0.25	97,019	96,777	96,777
South Pasadena	-0.12	26,276	26,245	26,245
Temple City	0.37	36,447	36,583	36,583
Torrance	-0.24	148,408	148,054	148,054
Vernon	-0.33	302	301	301
Walnut	-0.02	30,557	30,551	30,551
West Covina	-0.25	108,388	108,116	108,116
West Hollywood	-0.17	36,723	36,660	36,660
Westlake Village	-0.86	8,451	8,378	8,378
Whittier	-0.26	87,756	87,526	87,526
Unincorporated	-0.87	1,055,092	1,045,918	1,046,858
County Total	-0.01	10,245,275	10,244,542	10,253,716

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January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Madera				
Chowchilla	1.94	12,448	12,690	18,742
Madera	1.14	65,671	66,419	66,419
Unincorporated	0.97	73,663	74,375	74,375
County Total	1.12	151,782	153,484	159,536

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January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Marin				
Belvedere	0.00	2,148	2,148	2,148
Corte Madera	0.04	10,043	10,047	10,047
Fairfax	0.09	7,714	7,721	7,721
Larkspur	-0.08	12,588	12,578	12,578
Mill Valley	0.04	14,669	14,675	14,675
Novato	-0.09	53,873	53,827	54,115
Ross	-0.08	2,528	2,526	2,526
San Anselmo	-0.05	12,908	12,902	12,902
San Rafael	0.04	60,020	60,046	60,046
Sausalito	-0.07	7,421	7,416	7,416
Tiburon	-0.04	9,366	9,362	9,362
Unincorporated	0.01	65,288	65,292	69,343
County Total	-0.01	258,566	258,540	262,879

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Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Mariposa				
Unincorporated	-0.18	18,013	17,981	18,068
County Total	-0.18	18,013	17,981	18,068

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Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Mendocino				
Fort Bragg	-0.55	7,519	7,478	7,478
Point Arena	-0.64	466	463	463
Ukiah	-0.44	16,368	16,296	16,296
Willits	-0.58	5,025	4,996	4,996
Unincorporated	0.03	59,589	59,606	59,776
County Total	-0.14	88,967	88,839	89,009

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Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Merced				
Atwater	1.58	30,980	31,470	31,470
Dos Palos	0.29	5,525	5,541	5,541
Gustine	-0.07	5,888	5,884	5,884
Livingston	3.03	14,376	14,811	14,811
Los Banos	2.49	40,880	41,898	41,898
Merced	1.38	85,921	87,110	87,110
Unincorporated	0.43	94,570	94,978	96,214
County Total	1.28	278,140	281,692	282,928

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Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Modoc				
Alturas	1.10	2,725	2,755	2,755
Unincorporated	-0.29	6,786	6,766	6,847
County Total	0.11	9,511	9,521	9,602

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Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Mono				
Mammoth Lakes	-0.74	8,064	8,004	8,004
Unincorporated	-0.92	5,531	5,480	5,612
County Total	-0.82	13,595	13,484	13,616

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Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Monterey				
Carmel-By-The-Sea	0.50	3,967	3,987	3,987
Del Rey Oaks	0.41	1,727	1,734	1,734
Gonzales	0.43	8,640	8,677	8,677
Greenfield	0.43	17,932	18,009	18,009
King City	1.36	14,527	14,724	14,724
Marina	1.81	22,548	22,957	22,957
Monterey	0.99	24,764	25,010	28,448
Pacific Grove	0.48	15,807	15,883	15,883
Salinas	0.55	161,899	162,797	162,797
Sand City	1.02	393	397	397
Seaside	1.06	30,370	30,693	33,776
Soledad	2.10	17,103	17,462	26,079
Unincorporated	1.17	106,193	107,434	107,946
County Total	0.91	425,870	429,764	445,414

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January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Napa				
American Canyon	0.00	20,630	20,629	20,629
Calistoga	1.15	5,391	5,453	5,453
Napa	-0.01	79,495	79,490	79,490
St Helena	0.23	6,119	6,133	6,133
Yountville	-0.14	2,098	2,095	2,916
Unincorporated	-0.88	25,133	24,911	26,158
County Total	-0.11	138,866	138,711	140,779

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Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Nevada				
Grass Valley	-0.13	12,785	12,769	12,769
Nevada City	0.26	3,114	3,122	3,122
Truckee	0.01	16,432	16,434	16,434
Unincorporated	-0.18	66,616	66,499	66,579
County Total	-0.12	98,947	98,824	98,904

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Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Orange				
Aliso Viejo	-0.57	51,664	51,372	51,372
Anaheim	0.18	358,686	359,322	359,339
Brea	2.40	44,539	45,606	45,606
Buena Park	-0.25	83,594	83,384	83,384
Costa Mesa	1.17	114,396	115,739	115,830
Cypress	0.12	49,774	49,833	49,833
Dana Point	-0.34	34,365	34,249	34,249
Fountain Valley	-0.46	56,914	56,652	56,652
Fullerton	-0.34	143,313	142,824	142,824
Garden Grove	0.12	174,951	175,155	175,155
Huntington Beach	0.82	202,097	203,761	203,761
Irvine	2.24	274,055	280,202	280,202
Laguna Beach	-0.49	23,474	23,358	23,358
Laguna Hills	-0.56	31,751	31,572	31,572
Laguna Niguel	1.48	65,777	66,748	66,748
Laguna Woods	-0.57	16,612	16,518	16,518
La Habra	1.57	62,558	63,542	63,542
Lake Forest	1.53	85,048	86,346	86,346
La Palma	-0.59	15,914	15,820	15,820
Los Alamitos	-0.59	11,790	11,721	11,721
Mission Viejo	-0.44	96,856	96,434	96,434
Newport Beach	-0.50	87,614	87,180	87,180
Orange	0.41	141,116	141,691	141,691
Placentia	-0.51	52,602	52,333	52,333
Rancho Santa Margarita	-0.56	49,238	48,960	48,960
San Clemente	-0.50	65,732	65,405	65,405
San Juan Capistrano	0.77	36,541	36,821	36,821
Santa Ana	-0.44	339,192	337,716	337,716
Seal Beach	-0.54	24,606	24,473	25,073
Stanton	-0.45	39,483	39,307	39,307
Tustin	-0.47	81,755	81,369	81,369
Villa Park	-0.47	5,961	5,933	5,933
Westminster	-0.46	93,035	92,610	92,610
Yorba Linda	-0.14	68,804	68,706	68,706
Unincorporated	0.31	128,726	129,128	129,128
County Total	0.29	3,212,533	3,221,790	3,222,498

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Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Placer				
Auburn	0.71	14,291	14,392	14,392
Colfax	0.10	2,071	2,073	2,073
Lincoln	0.98	47,808	48,277	48,277
Loomis	0.57	6,848	6,887	6,887
Rocklin	3.80	66,711	69,249	69,249
Roseville	2.48	136,260	139,643	139,643
Unincorporated	0.59	115,491	116,170	116,170
County Total	1.85	389,480	396,691	396,691

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January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Plumas				
Portola	-0.25	1,981	1,976	1,976
Unincorporated	-0.05	17,812	17,803	17,803
County Total	-0.07	19,793	19,779	19,779

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Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Riverside				
Banning	0.30	30,950	31,044	31,044
Beaumont	3.99	46,545	48,401	48,401
Blythe	0.40	13,827	13,882	19,428
Calimesa	0.87	9,080	9,159	9,159
Canyon Lake	0.64	11,213	11,285	11,285
Cathedral City	0.81	54,419	54,859	54,907
Coachella	1.25	45,777	46,351	46,351
Corona	0.65	167,013	168,101	168,101
Desert Hot Springs	0.51	29,102	29,251	29,251
Eastvale	0.54	65,725	66,078	66,078
Hemet	0.39	84,423	84,754	84,754
Indian Wells	1.04	5,389	5,445	5,445
Indio	1.37	88,194	89,406	89,406
Jurupa Valley	1.58	104,661	106,318	106,318
Lake Elsinore	1.14	62,096	62,804	62,949
La Quinta	0.83	41,753	42,098	42,098
Menifee	2.95	90,775	93,452	93,452
Moreno Valley	1.09	206,046	208,297	208,297
Murrieta	0.99	116,970	118,125	118,125
Norco	0.33	23,886	23,966	26,386
Palm Desert	0.61	53,298	53,625	53,625
Palm Springs	0.71	48,390	48,733	48,733
Perris	0.93	76,260	76,971	76,971
Rancho Mirage	1.05	18,297	18,489	18,489
Riverside	0.56	326,211	328,042	328,101
San Jacinto	2.67	47,607	48,878	48,878
Temecula	0.51	113,248	113,826	113,826
Wildomar	1.21	35,635	36,066	36,066
Unincorporated	1.83	386,738	393,833	394,200
County Total	1.17	2,403,528	2,431,539	2,440,124

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Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Sacramento				
Citrus Heights	0.29	87,841	88,095	88,095
Elk Grove	0.97	172,347	174,025	174,025
Folsom	1.18	73,607	74,479	79,835
Galt	0.73	26,296	26,489	26,489
Isleton	1.40	859	871	871
Rancho Cordova	1.86	73,112	74,471	74,471
Sacramento	1.49	500,724	508,172	508,172
Unincorporated	0.62	590,530	594,216	594,216
County Total	1.02	1,525,316	1,540,818	1,546,174

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January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
San Benito				
Hollister	2.71	39,089	40,149	40,149
San Juan Bautista	4.78	1,986	2,081	2,081
Unincorporated	1.52	19,766	20,066	20,066
County Total	2.39	60,841	62,296	62,296

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Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
San Bernardino				
Adelanto	0.07	34,466	34,489	35,136
Apple Valley	0.79	72,891	73,464	73,464
Barstow	0.20	23,682	23,730	24,150
Big Bear Lake	0.63	5,427	5,461	5,461
Chino	2.43	82,328	84,329	89,829
Chino Hills	1.18	83,379	84,364	84,364
Colton	0.61	54,061	54,391	54,391
Fontana	1.25	209,455	212,078	212,078
Grand Terrace	0.67	12,570	12,654	12,654
Hesperia	1.30	95,127	96,362	96,362
Highland	0.82	55,326	55,778	55,778
Loma Linda	1.41	23,922	24,259	24,335
Montclair	0.87	39,220	39,563	39,563
Needles	0.36	5,067	5,085	5,085
Ontario	2.31	174,244	178,268	178,268
Rancho Cucamonga	0.44	178,619	179,412	179,412
Redlands	0.56	71,441	71,839	71,839
Rialto	0.65	106,582	107,271	107,271
San Bernardino	0.11	217,452	217,695	219,233
Twentynine Palms	1.85	18,502	18,845	28,958
Upland	0.58	78,027	78,481	78,481
Victorville	0.78	122,052	123,010	126,543
Yucaipa	1.01	54,293	54,844	54,844
Yucca Valley	0.66	21,905	22,050	22,050
Unincorporated	0.53	303,177	304,788	312,654
County Total	0.90	2,143,215	2,162,510	2,192,203

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
San Diego				
Carlsbad	0.13	115,095	115,241	115,241
Chula Vista	1.25	267,763	271,115	271,411
Coronado	-0.23	17,199	17,159	24,199
Del Mar	0.20	4,442	4,451	4,451
El Cajon	0.29	105,258	105,559	105,559
Encinitas	0.02	63,375	63,390	63,390
Escondido	0.17	152,478	152,739	152,739
Imperial Beach	0.90	27,202	27,448	27,448
La Mesa	0.19	60,707	60,820	60,820
Lemon Grove	0.52	27,068	27,208	27,208
National City	0.07	57,322	57,361	62,307
Oceanside	0.42	177,274	178,021	178,021
Poway	0.22	50,210	50,320	50,320
San Diego	0.54	1,395,145	1,402,625	1,420,572
San Marcos	2.11	96,335	98,369	98,369
Santee	1.74	57,410	58,408	58,408
Solana Beach	0.27	13,895	13,933	13,933
Vista	0.21	101,770	101,987	101,987
Unincorporated	0.14	473,283	473,945	515,403
County Total	0.52	3,263,231	3,280,099	3,351,786

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
San Francisco				
San Francisco	0.33	880,740	883,621	883,869
County Total	0.33	880,740	883,621	883,869

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
San Joaquin				
Escalon	0.52	7,725	7,765	7,765
Lathrop	5.17	23,711	24,936	24,936
Lodi	1.83	67,042	68,272	68,272
Manteca	3.41	81,022	83,781	83,781
Ripon	1.98	16,290	16,613	16,613
Stockton	0.76	311,386	313,737	316,410
Tracy	2.17	90,832	92,800	92,800
Unincorporated	1.82	154,272	157,075	159,808
County Total	1.69	752,280	764,979	770,385

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Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
San Luis Obispo				
Arroyo Grande	-0.02	17,880	17,876	17,876
Atascadero	0.30	29,172	29,259	30,405
El Paso De Robles	0.13	31,204	31,244	31,244
Grover Beach	-0.62	13,617	13,533	13,533
Morro Bay	-0.56	10,498	10,439	10,439
Pismo Beach	-0.15	8,251	8,239	8,239
San Luis Obispo	0.13	46,741	46,802	46,802
Unincorporated	0.54	117,515	118,149	121,855
County Total	0.24	274,878	275,541	280,393

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Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	1-1-19	Total Population 1-1-2019
San Mateo				
Atherton	0.40	7,042	7,070	7,070
Belmont	-0.03	27,182	27,174	27,174
Brisbane	0.04	4,689	4,691	4,691
Burlingame	-0.09	30,345	30,317	30,317
Colma	1.68	1,487	1,512	1,512
Daly City	0.18	108,927	109,122	109,122
East Palo Alto	0.07	30,478	30,499	30,499
Foster City	1.81	33,094	33,693	33,693
Half Moon Bay	0.58	12,558	12,631	12,631
Hillsborough	0.18	11,748	11,769	11,769
Menlo Park	0.04	35,641	35,655	35,790
Millbrae	-0.06	23,168	23,154	23,154
Pacifica	-0.11	38,718	38,674	38,674
Portola Valley	0.04	4,657	4,659	4,659
Redwood City	1.04	84,444	85,319	85,319
San Bruno	0.00	45,255	45,257	45,257
San Carlos	0.11	29,832	29,864	29,864
San Mateo	0.07	104,497	104,570	104,570
South San Francisco	0.04	67,054	67,078	67,078
Woodside	-0.23	5,628	5,615	5,615
Unincorporated	0.40	65,767	66,027	66,027
County Total	0.28	772,211	774,350	774,485

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Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Santa Barbara				
Buellton	2.60	5,315	5,453	5,453
Carpinteria	-0.60	13,762	13,680	13,680
Goleta	1.80	32,179	32,759	32,759
Guadalupe	2.60	7,640	7,839	7,839
Lompoc	-0.57	40,994	40,759	43,649
Santa Barbara	0.25	93,279	93,512	93,532
Santa Maria	0.67	106,645	107,356	107,356
Solvang	-0.46	5,849	5,822	5,822
Unincorporated	0.28	141,476	141,866	144,503
County Total	0.43	447,139	449,046	454,593

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Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Santa Clara				
Campbell	1.13	42,767	43,250	43,250
Cupertino	-0.18	59,988	59,879	59,879
Gilroy	1.22	55,252	55,928	55,928
Los Altos	-0.11	31,225	31,190	31,190
Los Altos Hills	0.75	8,720	8,785	8,785
Los Gatos	-0.02	30,995	30,988	30,988
Milpitas	1.67	74,980	76,231	76,231
Monte Sereno	3.55	3,657	3,787	3,787
Morgan Hill	2.44	44,653	45,742	45,742
Mountain View	1.48	80,800	81,992	81,992
Palo Alto	0.00	69,373	69,370	69,397
San Jose	0.02	1,042,900	1,043,058	1,043,058
Santa Clara	-0.06	128,789	128,717	128,717
Saratoga	0.03	31,397	31,407	31,407
Sunnyvale	1.05	153,944	155,567	155,567
Unincorporated	0.04	87,257	87,289	88,368
County Total	0.33	1,946,697	1,953,180	1,954,286

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Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Santa Cruz				
Capitola	-0.75	10,317	10,240	10,240
Santa Cruz	0.03	65,784	65,807	65,807
Scotts Valley	-0.66	12,162	12,082	12,082
Watsonville	-0.42	53,246	53,021	53,021
Unincorporated	-0.63	134,467	133,624	133,721
County Total	-0.44	275,976	274,774	274,871

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Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Shasta				
Anderson	1.01	10,327	10,431	10,431
Redding	0.96	91,811	92,694	92,839
Shasta Lake	1.52	10,121	10,275	10,275
Unincorporated	-1.95	66,421	65,123	65,228
County Total	-0.09	178,680	178,523	178,773

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Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Sierra				
Loyalton	-0.27	746	744	744
Unincorporated	-0.20	2,474	2,469	2,469
County Total	-0.22	3,220	3,213	3,213

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Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Siskiyou				
Dorris	0.00	903	903	903
Dunsmuir	-0.19	1,584	1,581	1,581
Etna	-0.14	721	720	720
Fort Jones	-0.14	693	692	692
Montague	-0.21	1,423	1,420	1,420
Mount Shasta	-0.12	3,287	3,283	3,283
Tulelake	-0.40	1,007	1,003	1,003
Weed	1.05	2,764	2,793	2,793
Yreka	-0.04	7,662	7,659	7,659
Unincorporated	-0.13	24,491	24,458	24,530
County Total	-0.05	44,535	44,512	44,584

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Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	1-1-19	Total Population 1-1-2019
Solano				
Benicia	-0.26	27,641	27,570	27,570
Dixon	1.34	19,533	19,794	19,794
Fairfield	-0.05	111,950	111,889	117,149
Rio Vista	3.67	9,083	9,416	9,416
Suisun City	0.00	29,448	29,447	29,447
Vacaville	0.32	91,957	92,250	98,807
Vallejo	-0.08	119,637	119,544	119,544
Unincorporated	-0.01	18,776	18,774	19,580
County Total	0.15	428,025	428,684	441,307

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Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Sonoma				
Cloverdale	1.27	9,141	9,257	9,257
Cotati	2.33	7,739	7,919	7,919
Healdsburg	2.20	12,232	12,501	12,501
Petaluma	-0.01	62,251	62,247	62,247
Rohnert Park	0.37	43,178	43,339	43,339
Santa Rosa	-0.79	177,017	175,625	175,625
Sebastopol	0.99	7,808	7,885	7,885
Sonoma	1.16	11,423	11,556	11,556
Windsor	0.74	28,356	28,565	28,565
Unincorporated	-1.24	142,870	141,103	141,781
County Total	-0.40	502,015	499,997	500,675

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Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Stanislaus				
Ceres	0.67	49,179	49,510	49,510
Hughson	0.79	7,954	8,017	8,017
Modesto	0.86	213,374	215,201	215,201
Newman	2.10	11,497	11,738	11,738
Oakdale	1.68	23,413	23,807	23,807
Patterson	1.49	23,414	23,764	23,764
Riverbank	1.12	25,038	25,318	25,318
Turlock	0.67	73,979	74,471	74,471
Waterford	0.54	9,051	9,100	9,100
Unincorporated	0.71	117,209	118,046	118,046
County Total	0.88	554,108	558,972	558,972

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Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Sutter				
Live Oak	0.47	8,799	8,840	8,840
Yuba City	0.27	67,354	67,536	67,536
Unincorporated	0.27	21,057	21,114	21,114
County Total	0.29	97,210	97,490	97,490

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Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Tehama				
Corning	0.38	7,561	7,590	7,590
Red Bluff	0.44	14,187	14,250	14,250
Tehama	0.24	410	411	411
Unincorporated	0.42	41,770	41,946	42,136
County Total	0.42	63,928	64,197	64,387

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Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Trinity				
Unincorporated	0.27	13,552	13,589	13,688
County Total	0.27	13,552	13,589	13,688

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Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Tulare				
Dinuba	1.65	24,918	25,328	25,328
Exeter	0.16	10,984	11,002	11,002
Farmersville	0.15	11,341	11,358	11,358
Lindsay	2.27	13,062	13,358	13,358
Porterville	0.05	59,961	59,988	60,260
Tulare	2.24	65,503	66,967	66,967
Visalia	1.32	136,403	138,207	138,207
Woodlake	1.26	7,793	7,891	7,891
Unincorporated	-0.25	145,026	144,667	144,741
County Total	0.79	474,991	478,766	479,112

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Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Tuolumne				
Sonora	-0.20	4,887	4,877	4,877
Unincorporated	-0.14	47,124	47,056	49,713
County Total	-0.15	52,011	51,933	54,590

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Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Ventura				
Camarillo	2.09	68,452	69,880	69,880
Fillmore	0.54	15,840	15,925	15,925
Moorpark	0.52	36,828	37,020	37,020
Ojai	0.36	7,741	7,769	7,769
Oxnard	0.29	209,269	209,879	209,879
Port Hueneme	-1.14	21,095	20,854	23,526
San Buenaventura	-1.78	110,067	108,112	108,170
Santa Paula	-0.49	30,931	30,779	30,779
Simi Valley	0.23	127,421	127,716	127,716
Thousand Oaks	-0.56	130,283	129,557	129,557
Unincorporated	-1.18	95,165	94,043	96,377
County Total	-0.18	853,092	851,534	856,598

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Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Yolo				
Davis	1.10	68,999	69,761	69,761
West Sacramento	0.41	53,693	53,911	53,911
Winters	-0.13	7,427	7,417	7,417
Woodland	0.19	60,178	60,292	60,292
Unincorporated	1.04	30,878	31,200	31,200
County Total	0.64	221,175	222,581	222,581

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Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Yuba				
Marysville	0.37	12,581	12,627	12,627
Wheatland	0.30	3,692	3,703	3,703
Unincorporated	0.31	58,807	58,988	61,586
County Total	0.32	75,080	75,318	77,916

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment C

Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019

County	Percent Change 2018-19	--- Population Minus Exclusions --- 1-1-18	1-1-19
Alameda			
Incorporated	0.81	1,504,492	1,516,635
County Total	0.75	1,653,678	1,666,095
Alpine			
Incorporated	0.00	0	0
County Total	0.09	1,161	1,162
Amador			
Incorporated	1.40	12,384	12,557
County Total	1.24	33,839	34,259
Butte			
Incorporated	1.08	146,190	147,764
County Total	-0.63	227,896	226,466
Calaveras			
Incorporated	0.37	3,826	3,840
County Total	-0.10	45,060	45,016
Colusa			
Incorporated	0.53	11,720	11,782
County Total	0.24	22,063	22,117
Contra Costa			
Incorporated	0.72	975,413	982,473
County Total	0.70	1,147,795	1,155,795
Del Norte			
Incorporated	0.56	4,249	4,273
County Total	0.91	24,542	24,765
El Dorado			
Incorporated	1.33	33,275	33,717
County Total	1.19	189,491	191,745

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Attachment C

Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019

County	Percent Change 2018-19	--- Population Minus Exclusions --- 1-1-18	1-1-19
Fresno			
Incorporated	1.24	827,575	837,828
County Total	1.06	1,001,821	1,012,424
Glenn			
Incorporated	2.44	14,271	14,619
County Total	1.30	28,662	29,035
Humboldt			
Incorporated	-0.47	63,704	63,403
County Total	-0.54	135,881	135,149
Imperial			
Incorporated	0.64	147,816	148,761
County Total	0.54	182,074	183,059
Inyo			
Incorporated	-0.03	3,900	3,899
County Total	0.01	18,501	18,502
Kern			
Incorporated	1.35	565,789	573,410
County Total	1.15	878,551	888,683
Kings			
Incorporated	1.14	105,767	106,970
County Total	1.07	132,244	133,665
Lake			
Incorporated	-0.63	19,759	19,634
County Total	0.00	64,978	64,980
Lassen			
Incorporated	-1.48	8,913	8,781
County Total	-1.77	23,164	22,753

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Attachment C

Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019

County	Percent Change 2018-19	--- Population Minus Exclusions --- 1-1-18	1-1-19
Los Angeles			
Incorporated	0.09	9,190,183	9,198,624
County Total	-0.01	10,245,275	10,244,542
Madera			
Incorporated	1.27	78,119	79,109
County Total	1.12	151,782	153,484
Marin			
Incorporated	-0.02	193,278	193,248
County Total	-0.01	258,566	258,540
Mariposa			
Incorporated	0.00	0	0
County Total	-0.18	18,013	17,981
Mendocino			
Incorporated	-0.49	29,378	29,233
County Total	-0.14	88,967	88,839
Merced			
Incorporated	1.71	183,570	186,714
County Total	1.28	278,140	281,692
Modoc			
Incorporated	1.10	2,725	2,755
County Total	0.11	9,511	9,521
Mono			
Incorporated	-0.74	8,064	8,004
County Total	-0.82	13,595	13,484
Monterey			
Incorporated	0.83	319,677	322,330
County Total	0.91	425,870	429,764

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Attachment C

Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019

County	Percent Change 2018-19	--- Population Minus Exclusions --- 1-1-18	1-1-19
Napa			
Incorporated	0.06	113,733	113,800
County Total	-0.11	138,866	138,711
Nevada			
Incorporated	-0.02	32,331	32,325
County Total	-0.12	98,947	98,824
Orange			
Incorporated	0.29	3,083,807	3,092,662
County Total	0.29	3,212,533	3,221,790
Placer			
Incorporated	2.38	273,989	280,521
County Total	1.85	389,480	396,691
Plumas			
Incorporated	-0.25	1,981	1,976
County Total	-0.07	19,793	19,779
Riverside			
Incorporated	1.04	2,016,790	2,037,706
County Total	1.17	2,403,528	2,431,539
Sacramento			
Incorporated	1.26	934,786	946,602
County Total	1.02	1,525,316	1,540,818
San Benito			
Incorporated	2.81	41,075	42,230
County Total	2.39	60,841	62,296
San Bernardino			
Incorporated	0.96	1,840,038	1,857,722
County Total	0.90	2,143,215	2,162,510

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment C

Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019

County	Percent Change 2018-19	--- Population Minus Exclusions --- 1-1-18	1-1-19
San Diego			
Incorporated	0.58	2,789,948	2,806,154
County Total	0.52	3,263,231	3,280,099
San Francisco			
Incorporated	0.33	880,740	883,621
County Total	0.33	880,740	883,621
San Joaquin			
Incorporated	1.65	598,008	607,904
County Total	1.69	752,280	764,979
San Luis Obispo			
Incorporated	0.02	157,363	157,392
County Total	0.24	274,878	275,541
San Mateo			
Incorporated	0.27	706,444	708,323
County Total	0.28	772,211	774,350
Santa Barbara			
Incorporated	0.50	305,663	307,180
County Total	0.43	447,139	449,046
Santa Clara			
Incorporated	0.35	1,859,440	1,865,891
County Total	0.33	1,946,697	1,953,180
Santa Cruz			
Incorporated	-0.25	141,509	141,150
County Total	-0.44	275,976	274,774
Shasta			
Incorporated	1.02	112,259	113,400
County Total	-0.09	178,680	178,523

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment C

Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019

County	Percent Change 2018-19	--- Population Minus Exclusions --- 1-1-18	1-1-19
Sierra			
Incorporated	-0.27	746	744
County Total	-0.22	3,220	3,213
Siskiyou			
Incorporated	0.05	20,044	20,054
County Total	-0.05	44,535	44,512
Solano			
Incorporated	0.16	409,249	409,910
County Total	0.15	428,025	428,684
Sonoma			
Incorporated	-0.07	359,145	358,894
County Total	-0.40	502,015	499,997
Stanislaus			
Incorporated	0.92	436,899	440,926
County Total	0.88	554,108	558,972
Sutter			
Incorporated	0.29	76,153	76,376
County Total	0.29	97,210	97,490
Tehama			
Incorporated	0.42	22,158	22,251
County Total	0.42	63,928	64,197
Trinity			
Incorporated	0.00	0	0
County Total	0.27	13,552	13,589
Tulare			
Incorporated	1.25	329,965	334,099
County Total	0.79	474,991	478,766

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment C

Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019

County	Percent Change 2018-19	--- Population Minus Exclusions --- 1-1-18	1-1-19
Tuolumne			
Incorporated	-0.20	4,887	4,877
County Total	-0.15	52,011	51,933
Ventura			
Incorporated	-0.06	757,927	757,491
County Total	-0.18	853,092	851,534
Yolo			
Incorporated	0.57	190,297	191,381
County Total	0.64	221,175	222,581
Yuba			
Incorporated	0.35	16,273	16,330
County Total	0.32	75,080	75,318

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

HdL Coren & Cone

THE CITY OF UPLAND
NONRESIDENTIAL NEW CONSTRUCTION

2017/18 TO 2018/19 TAX YEARS - IN PARCEL NUMBER ORDER

Parcel	Use Category	Owner	Prior Year Improvements	Current Year Improvements	Percent Change
1005-491-07-0000	Commercial	Sycamore Hills Plaza Llc	0	4,348,000	+ 99,999.9%
1007-191-01-0000	Commercial	Mistretta Family Properties Llc	314,800	481,291	+ 52.9%
1007-462-20-0000	Industrial	Grant Family Trust 5 21 87	397,340	497,760	+ 25.3%
1044-111-45-0000	Commercial	Colonies-Pacific 19A Llc	0	3,121,200	+ 99,999.9%
1044-111-46-0000	Commercial	Colonies-Pacific 19A Llc	0	2,392,920	+ 99,999.9%
1044-291-53-W000	Institutional	Chaffey Communities Cultural Center	404,000	503,000	+ 24.5%
1045-181-04-W002	Industrial	Robertson Frank	106,000	150,000	+ 41.5%
1045-482-27-W001	Miscellaneous	7 Well Inc	2,200	5,000	+ 127.3%
1045-501-01-W001	Industrial	Empire Management Inc	11,500	16,900	+ 47.0%
1045-511-32-0000	Commercial	Foothill Futura	3,422,111	3,733,435	+ 9.1%
1045-511-35-0000	Commercial	Wallace Gerald L	666,400	1,194,420	+ 79.2%
1045-551-22-0000	Commercial	Zaveri Nehal	261,987	399,840	+ 52.6%
1045-551-23-0000	Commercial	Girl Scouts Of Greater Los Angeles	206,370	560,911	+ 171.8%
1045-551-24-0000	Commercial	Girl Scouts Of Greater Los Angeles	343,951	493,801	+ 43.6%
1046-183-01-W001	Commercial	San Antonio Regional Hospital	390,000	436,000	+ 11.8%
1046-251-07-0000	Commercial	Nicholas Michael	327,385	441,200	+ 34.8%
1046-341-09-0000	Commercial	La Villa Bella San Antonio Llc	543,534	610,100	+ 12.2%
1046-551-15-W001	Commercial	Heffernan Mark	136,000	143,000	+ 5.1%
1046-551-15-W002	Commercial	Villegas Art	220,000	245,000	+ 11.4%
1046-592-13-0000	Commercial	K Trader Holdings Inc	191,079	200,000	+ 4.7%
1046-593-12-0000	Commercial	Fournier Alain Gerard	86,838	167,280	+ 92.6%
1046-622-08-1001	Miscellaneous	San Antonio Water Company	72,914	75,491	+ 3.5%
1047-181-02-0000	Industrial	Chalfant G Adrian And Myra D Trust - Es	516,624	895,315	+ 73.3%
1047-181-08-0000	Commercial	Gleicke Herbert Trust Amended 2007	21,187	33,770	+ 59.4%
24 Parcels Listed			**8,642,220**	**21,145,634**	**+ 144.7%**

This calculation reflects the 2018/19 increase in taxable values for this city due to non-residential new construction as a percentage of the total taxable value **Increase** (as of the 2018/19 lien year roll date). This percentage may be used as an alternative to the change in California per-capita personal income for calculating a taxing agency's annual adjustment of its Appropriation Limit pursuant to Article XIIIB of the State Constitution as Amended by Proposition 111 in June, 1990.

Total Change in Non-Residential Valuation Due to New Development	12,503,414
Less Automatic 2.000% Assessors's Inflation Adjustment	-172,844
Actual Change in Non-Residential Valuation	12,330,570
Change in Total Assessed Value	487,369,262
= Alternate 2019/20 Appropriations Limit Factor	**2.53%**

Includes taxable primary parcels with known nonresidential use codes, no prior lien year transfers, and improvement value increases greater than 2.0%
Change in Total Assessed Value is the assessed value change of the locally assessed secured and unsecured tax rolls.

Data Source: San Bernardino County Assessor 2018/19 Secured Tax Rolls

Prepared On 3/20/2019 By KB

This report is not to be used in support of debt issuance or continuing disclosure statements without the written consent of HdL, Coren & Cone

STAFF REPORT

ITEM NO. 14.E.

DATE:	June 24, 2019
TO:	MAYOR AND CITY COUNCIL
FROM:	ROSEMARY HOERNING, ACTING CITY MANAGER
PREPARED BY:	DOUG STORY, RECREATION SERVICES MANAGER
SUBJECT:	PROVIDE DIRECTION FOR USE OF H.E.A.P. (HOMELESS EMERGENCY AID PROGRAM) GRANT FUNDS

RECOMMENDED ACTION

It is recommended that the City Council provide direction in regards to the options for using the HEAP funds awarded from San Bernardino County Community Development & Housing Agency Office of Homeless Services.

GOAL STATEMENT

The proposed action supports the City's goals of providing safe and adequate services for Upland residents and the elimination of homelessness in Upland.

BACKGROUND

On September 24, 2018, the City Council approved Resolution 6469. By adopting this resolution, the City acknowledged that it has insufficient housing availability for Upland residents who are homeless and without shelter, and the City became eligible to apply for HEAP funding from the State of California. On February 20, 2019, a letter from the County of San Bernardino Office of Homeless Services stated that the City of Upland had been approved for a grant in the amount of $127,850. This funding would bolster the City's homeless-related outreach, law enforcement, and service efforts for the purpose of reducing the population of unsheltered homeless people within the City.

On March 11, 2019, staff was directed to conduct a Community Workshop in order to review the established policies in regards to homeless outreach within the City. This workshop is scheduled for June 19, 2019, at 6:30 pm. At this workshop staff will lead discussions in regards two options on how to utilize HEAP grant funding. With community input, and after an opportunity to ask questions, voice concerns, and provide feedback as to how the HEAP grant funds would be best utilized.

Because of the close timing between the Public Workshop and the Council meeting dates, staff will present the findings and staff recommendation verbally to City Council in order to receive direction as to how to proceed with implementing a program that can utilize the funds.

ISSUES/ANALYSIS

At the workshop scheduled for June 19, 2019, staff will present two options for utilizing the HEAP funds. Both options would consist of street outreach, service navigation, prevention services, program management and administrative oversight, administer the HEAP Grant funding reporting requirements, supervise client service delivery, facilitate community stakeholder relations, manage contract compliance, data collection, and outcome tracking.
The presentation will consider the implications of hiring part time or full time city staff to conduct the street outreach component of the program with a single City department overseeing the program including the reporting guidelines.
Additional options will consider the implication of hiring a third party consultant to conduct all aspects of the HEAP funded programs, including the scheduling requirement and approval process. This option would include updating the Request For Proposal (RFP), soliciting qualified entities, and the opportunity to respond to the RFP and final City Council approval for the consulting services.

HEAP Grant Funds
To clarify any concerns, the following is a brief summary of the use of HEAP funds:

- HEAP funds **may** be used, but are not limited to, providing services (such as street outreach, diversion programs, operating support for short-term or comprehensive homeless services), rental assistance or subsidies (rapid re-housing, eviction prevention), or capital improvements (transitional housing, drop-in centers, shelters).
- HEAP funds can be used for capital projects; however, the HEAP funds are intended to provide immediate emergency assistance to people experiencing homelessness or at imminent risk of homelessness
- Building a temporary or permanent shelter is not required to receive HEAP funds.
- The grant awarded to the City of Upland is for services only. No capital improvements, structures, or facilities have been requested.
- In order to receive HEAP funds, the City must continue its current level of financial support. The HEAP funds can not replace the resources currently allocated for homeless services.

FISCAL IMPACTS

The City currently budgets approximately $36,000 per year for homeless services. The HEAP Gant has provided an additional $127,850 over a two year period, subject to adherence to the eligible grant criteria elements. A total of $199,850 will be available for the next two fiscal years to implement homeless services including street outreach, navigation services, and homeless prevention services.

ALTERNATIVES

Provide alternative direction to staff.

ATTACHMENTS:

No Attachments Available