



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

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

550 E 6th Street, Beaumont, Ca

Tuesday, July 2, 2019

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

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

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

Page

CLOSED SESSION

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

CALL TO ORDER

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

1. Public Comments Regarding Closed Session

2. Existing Litigation Pursuant to Government Code Section 54956.9(d)(1):
(1) Talley/Aguirre v. City of Beaumont et. al., Case No. RIC 1810937; (2)
Santa Cruz v. City of Beaumont, et. al., Case No. 5:18-CV-02096-
JGB(SHKX)

3. Conference with Labor Negotiator - Pursuant to Government Code Section
54957.6 City Designated Representative City Manager Todd Parton or his

Designee

- SEIU

4. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8; Property 418-190-004, 005, 006, 007; Agency Negotiator City Manager Todd Parton or his Designee. Negotiating Parties: City of Beaumont and MJC investment Property I, LLC. Under Negotiation: Price and Terms

Adjourn to Closed Session

REGULAR SESSION

CALL TO ORDER

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

Report out from Closed Session:

Action on any Closed Session items:

Action on any requests for excused absence:

Pledge of Allegiance:

Approval/Adjustments to Agenda:

Conflict of Interest Disclosure:

ANNOUNCEMENTS/RECOGNITIONS/PROCLAMATIONS/CORRESPONDENCE

1. Eagle Scout Recognition - Nathaniel Lawrence Taylor

2. Cherry Festival Association

PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)

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

CONSENT CALENDAR

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

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

3. Ratification of Warrants Dated June 13, 2019 7 - 17
[Item 3](#)
4. Ratification of Warrants Dated June 20, 2019 19 - 33
[Item 4](#)
5. Approval of Minutes Dated June 18, 2019 35 - 42
[CC Minutes 06.18.19](#)

- | | | |
|----|---|-----------|
| 6. | Approval of Resolution Supporting Balanced Energy Solutions and Maintaining Local Control of Energy Solutions
Item 6 | 43 - 46 |
| 7. | Consideration of a Resolution of the City of Beaumont Authorizing City Council to Accept the Landscape, Storm Drain, and Maintenance Trail Improvements of the Cherry Avenue Channel
Item 7 | 47 - 88 |
| 8. | Request of Rental Fee Waiver – Beaumont Community Youth Basketball
Item 8 | 89 - 103 |
| 9. | Progress Report - Police Annex/Emergency Operations Center
Item 9 | 105 - 106 |

PUBLIC HEARINGS

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

- | | | |
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| 10. | Conduct a Public Hearing and Approve a Resolution Amending the City’s FY17/18- FY21/22 Capital Improvement Plan (CIP)
Recommended Council Action(s):
1. Conduct a Public Hearing, and
2. Waive the full reading and approve by title only, “A Resolution of the City Council of the City of Beaumont Making Modification Amendment to the Five-Year Capital Improvement Plan for Fiscal Years 2017/2018 through 2021/2022.”
Item 10 | 107 - 114 |
| 11. | <p>1) Resolution of the City Council of the City of Beaumont, Acting as the Legislative Body of the City of Beaumont Community Facilities District No. 93-1, Authorizing the Issuance of its Special Tax Refunding Bonds and Approving Certain Documents and Taking Certain Other Actions in Connection Therewith</p> <p>2) Resolution of the Board of Directors of the Beaumont Financing Authority Approving the Execution of Escrow Agreements in Connection with the Refunding of Certain Special Tax Bonds of the City of Beaumont Community Facilities District No. 93-1, and Taking Certain Other Action in Connection Therewith</p> <p>3) Resolution of the Board of Directors of the Beaumont Public Improvement Authority, Riverside County, California, Authorizing the Issuance of its Local Agency Refunding Bonds in One or More Series, in an Aggregate Principal Amount not to Exceed Eight Million Dollars (\$8,000,000) and Approving Certain Documents and Taking Certain Other Actions in Connection Therewith
Recommended Council Action(s):
1. Hold a Public Hearing.
2. Waive the full reading and adopt by title only, “A Resolution of the City Council of the City of Beaumont Acting as the Legislative Body of the Community Facilities District 93-1, Authorizing the Issuance of Special Tax Refunding Bonds and Approving Certain Documents and Taking Certain Other Actions in Connection Therewith” and recess the City Council meeting.</p> | 115 - 465 |

3. Convene a meeting of the Board of Directors of the Beaumont Financing Authority and waive the full reading and adopt by title only, "A Resolution of the Board of Directors of the Beaumont Financing Authority Approving the Execution of Escrow Agreements in Connection with the Refunding of Certain Special Tax Bonds of the City of Beaumont Community Facilities District No. 93-1, and Taking Certain Other Actions in Connection Therewith" and adjourn the board meeting.
4. Convene a meeting of the Board of Directors of the Beaumont Public Improvement Authority and waive the full reading and adopt by title only, "A Resolution of the Board of Directors of the Beaumont Public Improvement Authority, Riverside County California, Authorizing the Issuance of Its Local Agency Refunding Bonds in One or More Series, in an Aggregate Principal Amount not to Exceed Eight Million Dollars (\$8,000,000 million) and Approving Certain Documents and Taking Certain Other Actions in Connection Therewith" and adjourn the board meeting and reconvene the City Council meeting.

[Item 11](#)

[Item 11 Attachment A](#)

[Item 11 Attachment B](#)

[Item 11 Attachment C](#)

[Item 11 Attachment D](#)

[Item 11 Attachment E](#)

[Item 11 Attachment F](#)

[Item 11 Attachment G](#)

[Item 11 Attachment H](#)

ACTION ITEMS

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

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| 12. Approval of Letter of Engagement with The Pun Group LLP (Pun) for Professional Services to Conduct an Independent Financial Audit for Fiscal Year 2018/2019 and to Apply Agreed-Upon Procedures Applied to the City of Beaumont's Appropriation Limitation Prescribed by Article XIII-B of the California Constitution | 467 - 486 |
| Recommended Council Action(s): | |
| 1. Approve a letter of engagement with The Pun Group for professional services to conduct an independent financial audit for Fiscal Year 2018/2019, to Apply Agreed-Upon Procedures Applied to the City of Beaumont's Appropriation Limitation Prescribed by Article XIII-B of the California. | |

[Item 12](#)

- | | |
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| 13. City of Beaumont Economic Development Strategic Plan | 487 - 585 |
| Recommended Council Action(s): | |
| 1. Approve the Economic Development Strategic Plan as presented. | |

[Item 13](#)

- | | |
|--|-----------|
| 14. Update Regarding Wireless Telecommunication Ordinance | 587 - 589 |
| Recommended Council Action(s): | |
| 1. Provide direction to staff on wireless telecommunication facilities in residential zones. | |

[Item 14](#)

- | | |
|---|-----------|
| 15. Receive and File the Potrero Bridge Project Summary and Construction Change Order Update | 591 - 594 |
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Recommended Council Action(s):

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

[Item 15](#)

16. Wastewater Treatment Plant Expansion/Renovation and Brine Pipeline Installation Project Status Update 595 - 607

Recommended Council Action(s):

1. Receive and file the project updates.

[Item 16](#)

17. Reimbursement of Travel Expenses to Council Member Nancy Carroll 609 - 616

Recommended Council Action(s):

1. Approve the reimbursement request in the amount of \$623.63.

[Item 17](#)

18. Reimbursement of Travel Expenses to Council Member Lloyd White 617 - 631

Recommended Council Action(s):

1. Approve the reimbursement request in the amount of \$777.32.

[Item 18](#)

19. Legislative Updates and Discussion 633 - 653

[Item 19](#)

COUNCIL REPORTS

- Carroll
- Lara
- Martinez
- Santos
- White

ECONOMIC DEVELOPMENT UPDATE

Economic Development Committee Report Out and City Council Direction

CITY TREASURER REPORT

Finance and Audit Committee Report Out and Council Direction

CITY CLERK REPORT

CITY ATTORNEY REPORT

20. Status of Pending Litigation Against City of Beaumont 655

[Item 20](#)

CITY MANAGER REPORT

Consideration of Cancellation of July 16, 2019 City Council Meeting.

FUTURE AGENDA ITEMS

Adjournment of the City Council of the July 2, 2019 Meeting at ____ p.m.

The next regular meeting of the Beaumont City Council, Beaumont Financing Authority, the Beaumont Successor Agency (formerly RDA), the Beaumont Utility Authority, the Beaumont Parking Authority and the Beaumont Public Improvement Agency is scheduled for Tuesday, July 16, 2019, at 5:00 p.m. or thereafter as noted on the posted Agenda for Closed Session items in the City Council Board Room No. 5, followed by the regular meeting at 6:00 p.m. or thereafter as noted on the posted Agenda at City Hall.

Beaumont City Hall – Online www.BeaumontCa.gov



WARRANTS TO BE RATIFIED

Thursday, June 13, 2019

Printed Checks	102297-102359	\$	237,360.91	FY 18/19
ACH	172-176	\$	3,563,613.76	
	A/P Total	\$	<u>3,800,974.67</u>	
Bank Drafts	CalPERS	\$	46,336.23	743 Classic 04/19/19-05/02/19
		\$	42,535.08	742 Classic 04/19/19-05/02/19
		\$	13,963.11	27308 PEPRA 04/19/19-05/02/19
		\$	5,106.82	25763 PEPRA 04/19/19-05/02/19
	MG Trust	\$	61,488.40	457 Paydate 05/24/19
	Bank Charges	\$	1,431.18	Unsuccessful Funds from Utility Payment Draft
Payroll	Paydate 06/07/19	\$	505,982.62	

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

SIGNATURE: *Beaumont*
 TITLE: CITY TREASURER

SIGNATURE: *Admin Sec Director*
 TITLE: FINANCE DIRECTOR



Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3503	CITIZENS BUSINESS BANK	06/13/2019	EFT	0.00	89,182.05	172
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>APPLICATION 6</u>	Invoice	06/12/2019	W LYLES RETENTION ESCROW	0.00	89,182.05	
	<u>710-0000-8030-0000</u>		CAPITAL IMPROVEMENT W LYLES RETENTION ESCROW		89,182.05	
3400	T.E. ROBERTS, INC	06/13/2019	EFT	0.00	742,627.25	173
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>APPLICATION 5</u>	Invoice	06/12/2019	Brine Line Reach 2 - Contractor	0.00	742,627.25	
	<u>710-0000-8030-0000</u>		CAPITAL IMPROVEMENT Brine Line Reach 2 - Contractor		742,627.25	
3396	W.M. LYLES CO.	06/13/2019	EFT	0.00	1,694,458.94	174
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>APPLICATION 6</u>	Invoice	06/12/2019	WWTP SALT MITIGATION UPGRADE - CON	0.00	1,694,458.94	
	<u>710-0000-8030-0000</u>		CAPITAL IMPROVEMENT WWTP SALT MITIGATION UPGR		1,694,458.94	
3394	WEKA INC	06/13/2019	EFT	0.00	705,911.56	175
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>APPLICATION 6</u>	Invoice	06/12/2019	Brine Line Reach 1 - Contractor	0.00	705,911.56	
	<u>710-0000-8030-0000</u>		CAPITAL IMPROVEMENT Brine Line Reach 1 - Contractor		705,911.56	
3101	WRCOG	06/13/2019	EFT	0.00	331,433.96	176
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>JUNE 2019</u>	Invoice	06/12/2019	TUMF FEES JUNE 2019	0.00	331,433.96	
	<u>570-0000-2010-0000</u>		DUE TO WRCOG (TUMF) TUMF FEES JUNE 2019		331,433.96	
1023	ADVANCED WORKPLACE STRATEGIES	06/13/2019	Regular	0.00	199.00	102297
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>402894</u>	Invoice	06/12/2019	EMPLOYEE MEDICAL SERVICES	0.00	199.00	
	<u>100-6050-6019-0000</u>		FIRST AID EMPLOYEE MEDICAL SERVICES		66.00	
	<u>700-4050-6019-0000</u>		FIRST AID EMPLOYEE MEDICAL SERVICES		67.00	
	<u>750-7200-6019-0000</u>		FIRST AID EMPLOYEE MEDICAL SERVICES		66.00	
1050	AMAZON CAPITAL SERVICES	06/13/2019	Regular	0.00	844.14	102298
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>116T-QKYC-GPTR</u>	Invoice	06/12/2019	OFFICE SUPPLIES	0.00	264.59	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES OFFICE SUPPLIES		264.59	
<u>13PF-GHVN-X9XT</u>	Invoice	06/12/2019	OFFICE SUPPLIES	0.00	73.28	
	<u>100-6150-7025-0000</u>		OFFICE SUPPLIES OFFICE SUPPLIES		73.28	
<u>17RD-GH3R-4J49</u>	Invoice	06/12/2019	EQUIPMENT SUPPLIES	0.00	99.90	
	<u>100-6000-7090-6045</u>		EQUIPMENT SUPPLIES/M EQUIPMENT SUPPLIES		99.90	
<u>1HJJ-9G9K-13N7</u>	Invoice	06/12/2019	OFFICE SUPPLIES	0.00	62.52	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES OFFICE SUPPLIES		62.52	
<u>1NMF-G6Q4-LM</u>	Invoice	06/12/2019	OFFICE SUPPLIES	0.00	54.75	
	<u>750-7000-7025-0000</u>		OFFICE SUPPLIES OFFICE SUPPLIES		54.75	
<u>1NXN-CMDM-G</u>	Invoice	06/12/2019	BUILDING SUPPLIES	0.00	157.92	

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-6000-7085-6045	BLDG MAINT- COMMUNI	BUILDING SUPPLIES		157.92	
1TV9-HRY4-K4VV	Invoice	06/12/2019	OFFICE SUPPLIES	0.00	131.18	
	100-2050-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES		131.18	
1098	AUTOMATED GATE SERVICES, INC	06/13/2019	Regular	0.00	140.00	102299
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
134612	Invoice	06/12/2019	DEPT SUPPLIES	0.00	140.00	
	100-6050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		140.00	
1127	BEAUMONT DO IT BEST HOME CENTER	06/13/2019	Regular	0.00	261.25	102300
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
471725	Invoice	06/12/2019	DEPT SUPPLIES	0.00	78.13	
	100-6050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		78.13	
472325	Invoice	06/12/2019	DEPT SUPPLIES	0.00	8.71	
	100-6050-7070-5500	SPEC DEPT EXP - STEWAR	DEPT SUPPLIES		8.71	
472339	Invoice	06/12/2019	DEPT SUPPLIES	0.00	14.05	
	100-6050-7070-5500	SPEC DEPT EXP - STEWAR	DEPT SUPPLIES		14.05	
472483	Invoice	06/12/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	6.29	
	100-6000-7085-6025	BLDG MAINT - CITY HALL	BUILDING SUPPLIES & MAINTEN		6.29	
472524	Invoice	06/12/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	7.25	
	100-6000-7085-6025	BLDG MAINT - CITY HALL	BUILDING SUPPLIES & MAINTEN		7.25	
472567	Invoice	06/12/2019	DEPT SUPPLIES	0.00	5.13	
	100-6050-7070-5500	SPEC DEPT EXP - STEWAR	DEPT SUPPLIES		5.13	
472705	Invoice	06/12/2019	DEPT SUPPLIES	0.00	66.08	
	100-6050-7070-5500	SPEC DEPT EXP - STEWAR	DEPT SUPPLIES		66.08	
472805	Invoice	06/12/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	27.87	
	100-6000-7085-6025	BLDG MAINT - CITY HALL	BUILDING SUPPLIES & MAINTEN		27.87	
472806	Invoice	06/12/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	1.73	
	100-6000-7085-6048	BLDG MAINT - POOL	BUILDING SUPPLIES & MAINTEN		1.73	
472850	Invoice	06/12/2019	DEPT SUPPLIES	0.00	4.84	
	100-6050-7070-5500	SPEC DEPT EXP - STEWAR	DEPT SUPPLIES		4.84	
472864	Invoice	06/12/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	43.87	
	100-6000-7085-6025	BLDG MAINT - CITY HALL	BUILDING SUPPLIES & MAINTEN		43.87	
472865	Credit Memo	06/12/2019	RETURNED GOODS	0.00	-2.70	
	100-6000-7085-6025	BLDG MAINT - CITY HALL	RETURNED GOODS		-2.70	
1140	BEAUMONT SAFE & LOCK	06/13/2019	Regular	0.00	3.77	102301
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
71977	Invoice	06/12/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	3.77	
	100-6000-7085-6045	BLDG MAINT- COMMUNI	BUILDING SUPPLIES & MAINTEN		3.77	
1159	BIG TEX TRAILERS	06/13/2019	Regular	0.00	21.55	102302
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
40585163	Invoice	06/12/2019	EQUIPMENT SUPPLIES	0.00	21.55	
	100-6050-7090-0000	EQUIPMENT SUPPLIES/M	EQUIPMENT SUPPLIES		21.55	
3460	CALIFORNIA POLICE CHIEFS ASSOCIATION	06/13/2019	Regular	0.00	145.00	102303
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
12439	Invoice	06/12/2019	MEMBERSHIP RENEWAL THROUGH 06/30	0.00	145.00	
	100-2050-7030-0000	DUES & SUBSCRIPTIONS	MEMBERSHIP RENEWAL THROU		145.00	
1242	CED	06/13/2019	Regular	0.00	484.88	102304

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0954-470943	Invoice 100-6050-7070-5500	06/12/2019	DEPT SUPPLIES SPEC DEPT EXP - STEWAR	0.00	484.88	
1243	CELINA CABRERA Payable Type	06/13/2019	Regular	0.00	98.56	102305
<u>06/04/19</u>	Account Number Invoice 750-7000-7035-0000	06/12/2019	T-NOW LUNCH SUPPLIES LOCAL MEETINGS	0.00	98.56	
1287	CITY OF CALIMESA Payable Type	06/13/2019	Regular	0.00	700.00	102306
<u>MAY 2019</u>	Account Number Invoice 100-0000-2230-0000	06/12/2019	CALIMESA PERMIT FEES AGREEMENT MA DEVELOPMENT FEE - DUE	0.00	700.00	
3169	COAST RECREATION INC. Payable Type	06/13/2019	Regular	0.00	1,154.33	102307
<u>12889</u>	Account Number Invoice 100-6050-7090-5550	06/12/2019	EQUIPMENT MAINTENANCE SPEC DEPT EXP - SUNNY	0.00	402.74	
<u>12890</u>	Account Number Invoice 100-6050-7090-5000 100-6050-7090-5600	06/12/2019	EQUIPMENT MAINTENANCE SPEC DEPT EXP - THREE RI SPEC DEPT EXP - TREVINO	0.00	751.59 375.79 375.80	
1323	COPWARE INC. Payable Type	06/13/2019	Regular	0.00	540.00	102308
<u>84722</u>	Account Number Invoice 100-1230-7071-0000	06/12/2019	RENEWAL FOR 08/2019-07/2020 SOFTWARE	0.00	540.00	
1340	CPS HR CONSULTING Payable Type	06/13/2019	Regular	0.00	199.00	102309
<u>92004</u>	Account Number Invoice 750-7000-7066-0000	06/12/2019	EMPLOYEE EDUCATION TRAVEL, EDUCATION, TRA	0.00	199.00	
1344	CREATIVE BUS SALES, INC Payable Type	06/13/2019	Regular	0.00	891.18	102310
<u>5173060</u>	Account Number Invoice 750-7400-7037-0000	06/12/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	891.18	
3384	CSULB FOUNDATION Payable Type	06/13/2019	Regular	0.00	632.00	102311
<u>08/19/19-08/21/</u>	Account Number Invoice 100-2050-7066-0000	06/12/2019	EMPLOYEE EDUCATION TRAVEL, EDUCATION, TRA	0.00	632.00	
1402	DEPARTMENT OF JUSTICE Payable Type	06/13/2019	Regular	0.00	1,700.00	102312
<u>376764</u>	Account Number Invoice 100-2050-7031-0000	06/12/2019	DOJ Livescan Fingerprinting LIVE SCAN-FINGERPRINTI	0.00	1,700.00	
1414	DIAMOND HILLS AUTO GROUP Payable Type	06/13/2019	Regular	0.00	79.95	102313

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
42906	Invoice 100-2050-7037-0000	06/12/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	79.95 79.95	
651000	Invoice 750-7200-7037-0000	06/05/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	201.50 201.50	
651000CM	Credit Memo 750-7200-7037-0000	06/05/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	-201.50 -201.50	
2846	DIVERSIFIED DISTRIBUTION	06/13/2019	Regular	0.00	146.59	102314
606123	Invoice 100-2050-7037-0000	06/12/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	146.59 146.59	
1499	EVIDENT	06/13/2019	Regular	0.00	234.49	102315
145591A	Invoice 100-2050-7070-0000	06/12/2019	DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	234.49 234.49	
1501	FAIRVIEW FORD	06/13/2019	Regular	0.00	275.32	102316
604840	Invoice 100-2050-7037-0000	06/12/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	275.32 275.32	
3662	FRANCISCO MACALMA	06/13/2019	Regular	0.00	134.95	102317
07-073641-02	Invoice 100-0000-1400-0000	06/12/2019	REIMBURSE OF OVER PAYMENT ON UTILIT A/R - UTILITIES	0.00	134.95 134.95	
2959	GEORGE PATINO	06/13/2019	Regular	0.00	40.00	102318
RCT 895488	Invoice 100-0000-4590-0000	06/12/2019	DEPOSIT REFUND BUILDING RENTAL	0.00	40.00 40.00	
3572	HECTOR ALVARADO	06/13/2019	Regular	0.00	1,420.00	102319
1041	Invoice 750-7100-7068-0000 750-7200-7068-0000 750-7400-7068-0000 750-7600-7068-0000	06/12/2019	Bus Washing Service CONTRACTUAL SERVICES CONTRACTUAL SERVICES CONTRACTUAL EXPENSES CONTRACTUAL SERVICES	0.00	1,420.00 150.00 720.00 200.00 350.00	
1624	HIGH TECH IRRIGATION, INC.	06/13/2019	Regular	0.00	672.82	102320
583597	Invoice 100-6050-7070-0000	06/12/2019	DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	630.61 630.61	
585655	Invoice 100-6050-7070-0000	06/12/2019	DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	42.21 42.21	
1628	HINDERLITER, de LLAMAS, & ASSOC	06/13/2019	Regular	0.00	4,431.72	102321

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0031259-IN	Invoice	06/12/2019	SALES TAX - 2ND QUARTER	0.00	4,431.72	
	<u>100-1200-7068-0000</u>	CONTRACTUAL SERVICES	SALES TAX - 2ND QUARTER		4,431.72	
1657	IN GEAR TECHNOLOGY	06/13/2019	Regular	0.00	427.05	102322
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
6179	Invoice	06/12/2019	VEHICLE MAINTENANCE	0.00	427.05	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		190.00	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		237.05	
3660	JB WAGG INC	06/13/2019	Regular	0.00	4,083.58	102323
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1212	Invoice	06/12/2019	Purchase of Ammunition	0.00	4,083.58	
	<u>100-2050-7070-0000</u>	SPECIAL DEPT SUPPLIES	Purchase of Ammunition		2,043.64	
	<u>100-2050-7070-0000</u>	SPECIAL DEPT SUPPLIES	Purchase of Ammunition		2,039.94	
1850	LESLIE'S SWIMMING POOL SUPPLIES	06/13/2019	Regular	0.00	791.97	102324
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
01062-01-002379	Invoice	06/12/2019	EQUIPMENT SUPPLIES	0.00	248.21	
	<u>100-6000-7090-6048</u>	Equipment supplies/main	EQUIPMENT SUPPLIES		248.21	
01062-02-001256	Invoice	06/12/2019	EQUIPMENT SUPPLIES	0.00	102.15	
	<u>100-6000-7090-6048</u>	Equipment supplies/main	EQUIPMENT SUPPLIES		102.15	
01062-02-001391	Invoice	06/12/2019	EQUIPMENT SUPPLIES	0.00	441.61	
	<u>100-6000-7090-6048</u>	Equipment supplies/main	EQUIPMENT SUPPLIES		441.61	
1874	LLOYD WHITE	06/13/2019	Regular	0.00	58.00	102325
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
05/20/19	Invoice	06/12/2019	TRAVEL REIMBURSEMENT	0.00	58.00	
	<u>100-1050-7035-0000</u>	LOCAL MEETINGS	TRAVEL REIMBURSEMENT		58.00	
1912	MARK KEYSER	06/13/2019	Regular	0.00	41.91	102326
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
05/22/19	Invoice	06/12/2019	REIMBURSEMENT FOR DEPT SUPPLIES	0.00	41.91	
	<u>100-2050-7070-0000</u>	SPECIAL DEPT SUPPLIES	REIMBURSEMENT FOR DEPT SU		41.91	
2619	MIKE'S TREE SERVICE	06/13/2019	Regular	0.00	9,400.00	102327
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2630	Invoice	06/12/2019	Goods	0.00	9,400.00	
	<u>100-6050-7068-0000</u>	CONTRACTUAL SERVICES	Goods		9,400.00	
3373	MIRIAM AVALOS	06/13/2019	Regular	0.00	375.11	102328
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0471	Invoice	06/12/2019	VEHICLE MAINTENANCE	0.00	375.11	
	<u>750-7200-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		375.11	
1971	MOTOROLA	06/13/2019	Regular	0.00	5,187.62	102329
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
8330130304	Invoice	06/12/2019	ERICA EQUIPMENT	0.00	581.85	
	<u>100-2050-7057-0000</u>	ERICA	ERICA EQUIPMENT		581.85	
8330130307	Invoice	06/12/2019	ERICA EQUIPMENT	0.00	716.54	

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-2050-7057-0000	ERICA	ERICA EQUIPMENT		716.54	
8330130348	Invoice	06/12/2019	ERICA EQUIPMENT	0.00	1,031.25	
	100-2050-7057-0000	ERICA	ERICA EQUIPMENT		1,031.25	
8330130349	Invoice	06/12/2019	ERICA EQUIPMENT	0.00	1,500.00	
	100-2050-7057-0000	ERICA	ERICA EQUIPMENT		1,500.00	
8330130350	Invoice	06/12/2019	ERICA EQUIPMENT	0.00	468.75	
	100-2050-7057-0000	ERICA	ERICA EQUIPMENT		468.75	
8330130351	Invoice	06/12/2019	ERICA EQUIPMENT	0.00	889.23	
	100-2050-7057-0000	ERICA	ERICA EQUIPMENT		889.23	
1979	MUTUAL OF OMAHA	06/13/2019	Regular	0.00	1,148.75	102330
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
F-01041315	Invoice	06/12/2019	PROFESSIONAL SERVICES	0.00	75.00	
	100-1240-7068-0000		CONTRACTUAL SERVICES		75.00	
F-01041316	Invoice	06/12/2019	PROFESSIONAL SERVICES	0.00	863.75	
	100-1240-7068-0000		CONTRACTUAL SERVICES		863.75	
F-01041317	Invoice	06/12/2019	PROFESSIONAL SERVICES	0.00	210.00	
	100-1240-7068-0000		CONTRACTUAL SERVICES		210.00	
1984	NAPA AUTO PARTS	06/13/2019	Regular	0.00	712.00	102331
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
089607	Invoice	06/12/2019	EQUIPMENT SUPPLIES	0.00	181.72	
	100-6050-7090-0000		EQUIPMENT SUPPLIES/M		181.72	
089972	Invoice	06/12/2019	EQUIPMENT MAINTENANCE	0.00	52.70	
	100-6050-7090-0000		EQUIPMENT SUPPLIES/M		52.70	
092136	Invoice	06/12/2019	VEHICLE MAINTENANCE	0.00	9.27	
	100-2050-7037-0000		VEHICLE MAINTENANCE		9.27	
092703	Invoice	06/12/2019	VEHICLE MAINTENANCE	0.00	155.89	
	100-2050-7037-0000		VEHICLE MAINTENANCE		155.89	
092903	Invoice	06/12/2019	VEHICLE MAINTENANCE	0.00	4.30	
	100-2050-7037-0000		VEHICLE MAINTENANCE		4.30	
093423	Invoice	06/12/2019	VEHICLE MAINTENANCE	0.00	203.12	
	100-2100-7037-0000		VEHICLE MAINTENANCE		203.12	
093440	Invoice	06/12/2019	VEHICLE MAINTENANCE	0.00	105.00	
	100-2100-7037-0000		VEHICLE MAINTENANCE		105.00	
2009	O'REILLY AUTO PARTS	06/13/2019	Regular	0.00	4.22	102332
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
2678-192297	Invoice	06/12/2019	VEHICLE MAINTENANCE	0.00	4.22	
	100-2050-7037-0000		VEHICLE MAINTENANCE		4.22	
2678-193606	Invoice	06/12/2019	VEHICLE MAINTENANCE	0.00	108.04	
	100-2050-7037-0000		VEHICLE MAINTENANCE		108.04	
2678-193850	Credit Memo	06/12/2019	RETURNED PARTS	0.00	-108.04	
	100-2050-7037-0000		VEHICLE MAINTENANCE		-108.04	
2026	PACIFIC ALARM SERVICE	06/13/2019	Regular	0.00	261.50	102333
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
R 147824	Invoice	06/12/2019	SECURITY SERVICES	0.00	150.00	
	100-6000-7087-6025		SECURITY - CITY HALL		150.00	
R 147827	Invoice	06/12/2019	SECURITY SERVICES	0.00	58.50	
	750-7300-7087-0000		SECURITY SERVICES		58.50	

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
R 147828	Invoice 750-7000-7087-0000	06/12/2019	SECURITY SERVICES SECURITY SERVICES	0.00	53.00	
2039	PARKHOUSE TIRE, INC.	06/13/2019	Regular	0.00	285.46	102334
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
2030176572	Invoice 100-2050-7037-0000	06/12/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	285.46	
					285.46	
2098	QUILL CORPORATON	06/13/2019	Regular	0.00	264.55	102335
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
7566361	Invoice 100-1050-7025-0000 100-1200-7025-0000	06/12/2019	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	0.00	264.55	
					15.87	
					248.68	
2170	RIVERSIDE COUNTY SHERIFF DEPARTMENT	06/13/2019	Regular	0.00	135.00	102336
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
2200-24270	Invoice 100-2050-7066-0000	06/12/2019	EMPLOYEE EDUCATION TRAVEL, EDUCATION, TRA EMPLOYEE EDUCATION	0.00	135.00	
					135.00	
3663	RUI CUI	06/13/2019	Regular	0.00	196.41	102337
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
07-073930-02	Invoice 100-0000-1400-0000	06/12/2019	REIMBURSE CREDIT ON FINALED UTILITY A/R - UTILITIES REIMBURSE CREDIT ON FINALE	0.00	196.41	
					196.41	
1113	RYAN M. WESTBROOK INC	06/13/2019	Regular	0.00	136.95	102338
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
673574	Invoice 240-2080-7096-0000	06/12/2019	ANIMAL CARE SERVICES PROGRAM COSTS - K9 ANIMAL CARE SERVICES	0.00	136.95	
					136.95	
2973	SAN BERNARDINO COUNTY FLOOD CONTROL D	06/13/2019	Regular	0.00	29,500.00	102339
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
06/12/19	Invoice 710-0000-7068-0000	06/12/2019	408 PERMIT THROUGH THE 214 AGREEM CONTRACTUAL SERVICE 408 PERMIT THROUGH THE 214	0.00	29,500.00	
					29,500.00	
2267	SGP DESIGN AND PRINT	06/13/2019	Regular	0.00	50.94	102340
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
11233	Invoice 100-1350-7025-0000	06/12/2019	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	0.00	30.47	
					30.47	
11238	Invoice 100-1350-7025-0000	06/12/2019	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	0.00	20.47	
					20.47	
3549	SHADEMAKER INC	06/13/2019	Regular	0.00	3,500.00	102341
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
5152015	Invoice 100-6000-7068-6025 750-7000-7068-0000	06/12/2019	PROFESSIONAL SERVICES CONTRACTUAL SVC - CITY CONTRACTUAL SERVICES PROFESSIONAL SERVICES	0.00	3,500.00	
					1,250.00	
					2,250.00	
2289	SIMPLIFILE	06/13/2019	Regular	0.00	402.00	102342

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
CATWAQ-053120	Invoice	06/12/2019	RECORDING SERVICES	0.00	402.00	
	100-1200-7068-0000		CONTRACTUAL SERVICES		396.00	
	100-3100-7068-0000		CONTRACTUAL SERVICES		6.00	
2291	SIOMARA GIROUX	06/13/2019	Regular	0.00	51.22	102343
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
04/16/19 CHECK	Invoice	06/12/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	51.22	
	100-2050-7085-0000		BUILDING SUPPLIES/MAI		51.22	
2300	SO CAL INDUSTRIES	06/13/2019	Regular	0.00	138.29	102344
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
383308	Invoice	06/12/2019	EQUIPMENT RENTAL	0.00	138.29	
	100-6050-7068-5250		CONTRACT SVC - RANGAL		138.29	
2311	SOUTHERN CALIFORNIA EDISON	06/13/2019	Regular	0.00	151.93	102345
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2-26-903-0003 0	Invoice	06/12/2019	ELECTRIC UTILITY	0.00	24.73	
	100-3250-7010-0000		UTILITIES		24.73	
2-36-183-6273 0	Invoice	06/12/2019	ELECTRIC UTILITY	0.00	127.20	
	100-6050-7010-0000		UTILITIES		127.20	
2331	STAGECOACH TOWING	06/13/2019	Regular	0.00	65.00	102346
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
77261	Invoice	06/12/2019	VEHICLE MAINTENANCE	0.00	65.00	
	100-2050-7037-0000		VEHICLE MAINTENANCE		65.00	
3611	STEPHANIE PENA	06/13/2019	Regular	0.00	40.00	102347
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
RCT 902984	Invoice	06/12/2019	DEPOSIT REFUND	0.00	40.00	
	100-0000-4590-0000		BUILDING RENTAL		40.00	
2360	STRADLING YOCCA CARLSON & RAUTH	06/13/2019	Regular	0.00	4,394.94	102348
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
THIRD PARTY CLA	Invoice	06/12/2019	LEGAL SERVICES	0.00	4,394.94	
	120-9663-7300-0000		CONTRACTUAL SERVICES		4,394.94	
2395	TERMINIX COMMERCIAL	06/13/2019	Regular	0.00	200.00	102349
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
386228503	Invoice	06/12/2019	PEST CONTROL SERVICES	0.00	75.00	
	100-6000-7085-6040		BLDG MAINT - POLICE DE		75.00	
386229125	Invoice	06/12/2019	PEST CONTROL SERVICES	0.00	125.00	
	100-6000-7085-6025		BLDG MAINT - CITY HALL		125.00	
2407	THE GAS COMPANY	06/13/2019	Regular	0.00	586.59	102350
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
05789544425 06/	Invoice	06/12/2019	GAS UTILITY	0.00	418.88	
	100-6000-7010-6045		UTILITIES - COMMUNITY		418.88	
10552230004 06/	Invoice	06/12/2019	GAS UTILITY	0.00	167.71	
	750-7300-7010-0000		UTILITIES		167.71	

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2416	THE PRESS-ENTERPRISE	06/13/2019	Regular	0.00	336.00	102351
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0011273034	Invoice	06/12/2019	ADVERTISING EXPENSE	0.00	37.20	
	100-1150-7070-0000		SPECIAL DEPT SUPPLIES		37.20	
0011273871	Invoice	06/12/2019	ADVERTISING EXPENSES	0.00	52.80	
	100-3100-7020-0000		ADVERTISING		52.80	
0011274186	Invoice	06/12/2019	ADVERTISING EXPENSE	0.00	48.00	
	100-1150-7020-0000		ADVERTISING		48.00	
0011274193	Invoice	06/12/2019	ADVERTISING EXPENSE	0.00	198.00	
	100-2050-7020-0000		ADVERTISING		198.00	
2922	TOI WILTZ	06/13/2019	Regular	0.00	40.00	102352
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
RCI 902715	Invoice	06/12/2019	DEPOSIT REFUND	0.00	40.00	
	100-0000-4590-0000		BUILDING RENTAL		40.00	
2442	TOP-LINE INDUSTRIAL SUPPLY	06/13/2019	Regular	0.00	39.80	102353
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
412802	Invoice	06/12/2019	VEHICLE MAINTENANCE	0.00	39.80	
	750-7300-7037-0000		VEHICLE MAINTENANCE		39.80	
2457	TYLER WORKS - TECHNOLOGIES	06/13/2019	Regular	0.00	50.00	102354
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
025-260402	Invoice	06/12/2019	MONTHLY FEE	0.00	50.00	
	100-1230-7068-0000		CONTRACTUAL SERVICES		50.00	
2459	UFI URBAN FUTURES	06/13/2019	Regular	0.00	900.00	102355
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0419-011	Invoice	06/12/2019	PROPERTY TAX STUDY APRIL 2019	0.00	900.00	
	100-1200-7068-0000		CONTRACTUAL SERVICES		900.00	
2462	UNIFIRST CORPORATION	06/13/2019	Regular	0.00	415.38	102356
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
325 1420036	Invoice	06/12/2019	EMPLOYEE UNIFORMS	0.00	415.38	
	750-7200-7065-0000		UNIFORMS		249.28	
	750-7400-7065-0000		UNIFORMS		43.50	
	750-7600-7065-0000		UNIFORMS		122.60	
3422	WAXIE SANITARY SUPPLY	06/13/2019	Regular	0.00	1,153.63	102357
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
78252557	Invoice	06/12/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	368.81	
	100-6000-7085-6045		BLDG MAINT- COMMUNI		368.81	
78252563	Invoice	06/12/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	177.80	
	100-6000-7085-6025		BLDG MAINT - CITY HALL		135.57	
	100-6000-7085-6045		BLDG MAINT- COMMUNI		42.23	
78292814	Invoice	06/12/2019	DEPT SUPPLIES	0.00	507.63	
	100-6050-7070-5999		SPEC DEPT EXP - ALL PAR		507.63	
78299446	Invoice	06/12/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	99.39	
	750-7000-7085-0000		BUILDING SUPPLIES/MAI		99.39	
2538	WEST COAST LIGHTS & SIRENS	06/13/2019	Regular	0.00	354.33	102358

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
18287	Invoice	06/12/2019	VEHICLE MAINTENANCE	0.00	354.33	
	100-2100-7037-0000		VEHICLE MAINTENANCE		354.33	
2540	WESTERN RIVERSIDE COUNTY REGIONAL CONS	06/13/2019	Regular	0.00	156,030.28	102359
JUNE 2019	Invoice	06/12/2019	MSHCP FEES JUNE 2019	0.00	156,030.28	
	570-0000-2005-0000		DUE TO WRCRCA (MSHCP		156,030.28	
			MSHCP FEES JUNE 2019			

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	113	63	0.00	237,360.91
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	5	5	0.00	3,563,613.76
	118	68	0.00	3,800,974.67



WARRANTS TO BE RATIFIED

Thursday, June 20, 2019

Printed Checks	102360-102427	\$ 1,044,326.10	FY 18/19
ACH	177-179	\$ 40,307.48	
	A/P Total	<u>\$ 1,084,633.58</u>	

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

SIGNATURE: 
 TITLE: CITY TREASURER

SIGNATURE: 
 TITLE: ADMINISTRATIVE SERVICES DIRECTOR



Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2163	COUNTY OF RIVERSIDE FIRE DEPARTMENT	06/20/2019	EFT	0.00	38,391.49	177
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>0000001198086</u>	Invoice	06/19/2019	Wildland Fire Protection	0.00	38,391.49	
	<u>100-2100-7068-0000</u>		CONTRACTUAL SERVICES		38,391.49	
3229	ICMA - RC	06/20/2019	EFT	0.00	595.68	178
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>PD 06/07/19</u>	Invoice	06/19/2019	EMPLOYEE RETIREMENT	0.00	595.68	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		595.68	
2264	SEIU	06/20/2019	EFT	0.00	1,320.31	179
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>PD 06/07/19</u>	Invoice	06/19/2019	EMPLOYEE DUES	0.00	1,320.31	
	<u>100-0000-2061-0000</u>		P.E.R.C. DUES & INS		1,320.31	
1036	ALBERT A. WEBB ASSOCIATES	06/20/2019	Regular	0.00	66,539.17	102360
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>192074</u>	Invoice	06/19/2019	Engineering Services During Construction	0.00	22,450.88	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE		22,450.88	
<u>192075</u>	Invoice	06/19/2019	Engineering Services During Const. - BRIN	0.00	9,268.75	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE		9,268.75	
<u>192076</u>	Invoice	06/19/2019	Engineering Services During Construction	0.00	18,802.55	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE		18,802.55	
<u>192076-2</u>	Invoice	06/19/2019	Engineering Services During Const. - BRIN	0.00	16,016.99	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE		16,016.99	
1042	ALL PURPOSE RENTALS	06/20/2019	Regular	0.00	403.80	102361
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>37867</u>	Invoice	06/19/2019	EQUIPMENT RENTAL - SEWER	0.00	403.80	
	<u>700-4050-7075-0000</u>		EQUIPMENT LEASING/RE		403.80	
1033	AL'S KUBOTA TRACTOR	06/20/2019	Regular	0.00	1,991.85	102362
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>152837</u>	Invoice	06/19/2019	STREETS DEPARTMENT EQUIPMENT	0.00	1,991.85	
	<u>100-3250-7070-0000</u>		SPECIAL DEPT SUPPLIES		1,991.85	
1050	AMAZON CAPITAL SERVICES	06/20/2019	Regular	0.00	450.12	102363
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>1YJM-39CW-CLH1</u>	Invoice	06/19/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	450.12	
	<u>100-6000-7085-6045</u>		BLDG MAINT- COMMUNI		450.12	
3664	ANGEL GOMEZ	06/20/2019	Regular	0.00	447.74	102364

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
07-071087-05	Invoice <u>100-0000-1400-0000</u>	06/19/2019	REIMBURSE OVER PAYMENT ON UTILITY A A/R - UTILITIES	0.00	447.74	
3665	BARBARA KWIATKOWSKA-AMERTON	06/20/2019	Regular	0.00	126.92	102365
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
04-017386-02	Invoice <u>100-0000-1400-0000</u>	06/19/2019	REIMBURSE CREDIT ON ACCOUNT A/R - UTILITIES	0.00	126.92	✓
			REIMBURSE CREDIT ON ACCOU		126.92	
3129	BC RENTALS, INC	06/20/2019	Regular	0.00	223.26	102366
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0047161	Invoice <u>100-3250-7070-0000</u>	06/19/2019	DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	223.26	
			DEPT SUPPLIES		223.26	
1121	BDL ALARMS	06/20/2019	Regular	0.00	1,020.00	102367
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
70118480	Invoice <u>100-6000-7087-6060</u>	06/19/2019	SECURITY SERVICES SECURITY - 713 W 4TH ST	0.00	420.00	
			SECURITY SERVICES		420.00	
70118488	Invoice <u>100-6000-7087-6060</u>	06/19/2019	SECURITY SERVICES SECURITY - 713 W 4TH ST	0.00	600.00	
			SECURITY SERVICES		600.00	
1127	BEAUMONT DO IT BEST HOME CENTER	06/20/2019	Regular	0.00	101.64	102368
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
472427	Invoice <u>700-4050-7070-0000</u>	06/19/2019	DEPARTMENT SUPPLIES - SEWER SPECIAL DEPT SUPPLIES	0.00	3.22	
			DEPT SUPPLIES		3.22	
472871	Invoice <u>100-3250-7070-0000</u>	06/19/2019	DEPARTMENT SUPPLIES - STREETS SPECIAL DEPT SUPPLIES	0.00	20.34	
			DEPARTMENT SUPPLIES - STREE		20.34	
473142	Invoice <u>100-6000-7090-6048</u>	06/19/2019	EQUIPMENT MAINTENANCE EQUIPMENT SUPPLIES/M	0.00	31.59	
			EQUIPMENT MAINTENANCE		31.59	
473143	Invoice <u>100-6000-7085-5400</u>	06/19/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT - SPORTS PA	0.00	46.49	
			BUILDING SUPPLIES & MAINTEN		46.49	
1140	BEAUMONT SAFE & LOCK	06/20/2019	Regular	0.00	134.86	102369
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
71489	Invoice <u>700-4050-7070-0000</u>	06/19/2019	DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	134.86	✓
			DEPT SUPPLIES		109.00	
	<u>700-4050-7070-0000</u>		DEPT SUPPLIES		25.86	
3575	BEHRENS AND ASSOCIATES, INC	06/20/2019	Regular	0.00	862.00	102370
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
RI10822	Invoice <u>710-0000-8030-0000</u>	06/19/2019	8 FEET HIGH STC-25 BLANKET RENTAL CAPITAL IMPROVEMENT	0.00	862.00	✓
			8 FEET HIGH STC-25 BLANKET R		862.00	
3602	BURRTEC WASTE GROUP, INC	06/20/2019	Regular	0.00	50,002.14	102371
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
06042019-3	Invoice <u>700-4050-7068-0000</u>	06/19/2019	Sludge Hauling Services for the WWTP CONTRACTUAL SERVICES	0.00	50,002.14	
			Sludge Hauling Services for the		50,002.14	
3614	CAROL FRANCIS	06/20/2019	Regular	0.00	211.88	102372

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
03-000337-07	Invoice <u>100-0000-1400-0000</u>	06/19/2019	REIMBURSE CREDIT ON UTILITY ACCOUNT A/R - UTILITIES	0.00	211.88	
1227	CARROT-TOP INDUSTRIES INC	06/20/2019	Regular	0.00	90.29	102373
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
42923900	Invoice <u>100-6000-7090-6048</u>	06/19/2019	EQUIPMENT MAINTENANCE EQUIPMENT SUPPLIES/M EQUIPMENT MAINTENANCE	0.00	90.29	
1250	CHAMBERS GROUP, INC	06/20/2019	Regular	0.00	1,950.00	102374
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
33144	Invoice <u>100-1350-7068-0000</u>	06/19/2019	PP2018-0119 Environmental Review CONTRACTUAL SERVICES PP2018-0119 Environmental Re	0.00	1,950.00	
3195	CHERRY FESTIVAL ASSOCIATION	06/20/2019	Regular	0.00	20,654.00	102375
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2019	Invoice <u>100-0000-4570-0000</u>	06/19/2019	2019 CHERRY FESTIVAL TICKET SALES COMMUNITY PROGRAMS 2019 CHERRY FESTIVAL TICKET S	0.00	20,654.00	
1282	CINTAS CORPORATION #698	06/20/2019	Regular	0.00	1,552.64	102376
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
4020881768	Invoice <u>100-6050-7065-0000</u>	06/19/2019	UNIFORM MAINTENANCE UNIFORMS UNIFORM MAINTENANCE	0.00	499.31	
4021276870	Invoice <u>100-6050-7065-0000</u>	06/19/2019	UNIFORM MAINTENANCE UNIFORMS UNIFORM MAINTENANCE	0.00	351.11	
4021730820	Invoice <u>100-6050-7065-0000</u>	06/19/2019	UNIFORM MAINTENANCE UNIFORMS UNIFORM MAINTENANCE	0.00	351.11	
4022709281	Invoice <u>100-6050-7065-0000</u>	06/19/2019	UNIFORM MAINTENANCE UNIFORMS UNIFORM MAINTENANCE	0.00	351.11	
1310	COLONIAL LIFE	06/20/2019	Regular	0.00	604.60	102377
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
PD 05/10/19-05/	Invoice <u>100-0000-2051-0000</u>	06/19/2019	EMPLOYEE OPTIONAL INSURANCE COLONIAL INS-WITHHOL EMPLOYEE OPTIONAL INSURAN	0.00	604.60	
3673	COMPLETE PAPERLESS SOLUTIONS, LLC	06/20/2019	Regular	0.00	5,553.00	102378
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2850	Invoice <u>100-1230-7075-6045</u>	06/19/2019	EQUIPMENT RENTAL EQUIPMENT LEASING/RE EQUIPMENT RENTAL	0.00	5,553.00	
1424	DIRECTV	06/20/2019	Regular	0.00	113.24	102379
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
36291629021	Invoice <u>100-6000-7010-6040</u>	06/19/2019	BUILDING UTILITY UTILITIES - POLICE DEPT BUILDING UTILITY	0.00	113.24	
1445	DUDEK	06/20/2019	Regular	0.00	6,271.25	102380
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
20193499	Invoice <u>700-4050-7068-0000</u>	06/19/2019	GROUNDWATER MANAGEMENT CONTRACTUAL SERVICES GROUNDWATER MANAGEMENT	0.00	6,271.25	
1477	ENGINEERING RESOURCES OF SOUTHERN CALI	06/20/2019	Regular	0.00	5,809.44	102381

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
52391	Invoice	06/19/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	4,334.00	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		4,334.00	
52392	Invoice	06/19/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	357.18	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		357.18	
52393	Invoice	06/19/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	634.06	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		634.06	
52394	Invoice	06/19/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	484.20	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		484.20	
1501	FAIRVIEW FORD	06/20/2019	Regular	0.00	43.70	102382
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
600342	Invoice	06/19/2019	VEHICLE MAINTENANCE	0.00	43.70	
	<u>700-4050-7037-0000</u>		VEHICLE MAINTENANCE		43.70	
3054	FALCON ENGINEERING SERVICES, INC	06/20/2019	Regular	0.00	75,966.56	102383
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2017-20	Invoice	06/19/2019	CONSTRUCTION MANAGEMENT SERVICES	0.00	75,966.56	
	<u>500-0000-7068-0000</u>		CONTRACTUAL SERVICE		75,966.56	
1522	FOX OCCUPATIONAL	06/20/2019	Regular	0.00	226.20	102384
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
190684-34122	Invoice	06/19/2019	EMPLOYEE MEDICAL SERVICES	0.00	226.20	
	<u>100-2050-6019-0000</u>		FIRST AID		226.20	
1533	FRONTIER COMMUNICATIONS	06/20/2019	Regular	0.00	2,335.76	102385
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
209-042-1999-06	Invoice	06/19/2019	PHONE UTILITY	0.00	270.07	✓
	<u>100-1230-7015-6040</u>		TELEPHONE (POLICE DPT)		270.07	
213-181-1343-03	Invoice	06/19/2019	PHONE UTILITY	0.00	69.47	✓
	<u>700-4050-7015-0000</u>		TELEPHONE		69.47	
951-769-6032-08	Invoice	06/19/2019	PHONE UTILITY	0.00	77.49	✓
	<u>100-1230-7015-5400</u>		TELEPHONE - SPORTS PAR		77.49	
951-769-8500-01	Invoice	06/19/2019	PHONE UTILITY	0.00	1,857.41	✓
	<u>100-1230-7015-6040</u>		TELEPHONE (POLICE DPT)		1,857.41	
951-769-8533-09	Invoice	06/19/2019	PHONE UTILITY	0.00	61.32	✓
	<u>750-7300-7015-0000</u>		TELEPHONE		61.32	
3666	GOLDEN WEST POS SYSTEMS	06/20/2019	Regular	0.00	300.00	102386
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
130719	Invoice	06/19/2019	DEPT SUPPLIES	0.00	300.00	
	<u>100-6150-7070-0000</u>		SPECIAL DEPT SUPPLIES		300.00	
3572	HECTOR ALVARADO	06/20/2019	Regular	0.00	2,190.00	102387
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1042	Invoice	06/19/2019	Bus Washing Service	0.00	2,190.00	
	<u>750-7100-7068-0000</u>		CONTRACTUAL SERVICES		230.00	
	<u>750-7200-7068-0000</u>		CONTRACTUAL SERVICES		1,340.00	
	<u>750-7400-7068-0000</u>		CONTRACTUAL EXPENSES		370.00	
	<u>750-7600-7068-0000</u>		CONTRACTUAL SERVICES		250.00	

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3667	HELEN B. CORTEZ	06/20/2019	Regular	0.00	425.00	102388
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>04-017466-02</u>	Invoice	06/19/2019	REIMBURSE OF OVER PAYMENT ON UTILIT	0.00	425.00	
	<u>100-0000-1400-0000</u>		A/R - UTILITIES		425.00	
3562	JOHN HUDDLESTON	06/20/2019	Regular	0.00	11,995.00	102389
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>3133</u>	Invoice	06/19/2019	Arborist Reports	0.00	11,995.00	
	<u>100-6050-7068-0000</u>		CONTRACTUAL SERVICES		11,995.00	
2908	JULIO MARTINEZ	06/20/2019	Regular	0.00	12.00	102390
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>061819</u>	Invoice	06/19/2019	REIMBURSEMENT FOR CHARGES	0.00	12.00	
	<u>100-1050-7035-0000</u>		LOCAL MEETINGS		12.00	
1805	KONICA MINOLTA BUSINESS SOLUTIONS	06/20/2019	Regular	0.00	1,670.12	102391
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>9005745197</u>	Invoice	06/19/2019	EQUIPMENT MAINTENANCE	0.00	155.32	
	<u>100-1230-7090-6026</u>		EQUIP SUPPLIES/MAINT (62.13	
	<u>700-4050-7090-6026</u>		EQUIPMENT SUPPLIES/M		93.19	
<u>9005745660</u>	Invoice	06/19/2019	EQUIPMENT MAINTENANCE	0.00	1,514.80	
	<u>100-1230-7090-6025</u>		EQUIP SUPPLIES/MAINT (561.89	
	<u>100-1230-7090-6040</u>		EQUIP SUPPLIES/MAINT (380.55	
	<u>100-1230-7090-6045</u>		EQUIP SUPPLIES/MAINT (380.20	
	<u>750-7000-7090-0000</u>		EQUIPMENT SUPPLIES/M		192.16	
1806	KONICA MINOLTA PREMIER FINANCE	06/20/2019	Regular	0.00	544.47	102392
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>386291199</u>	Invoice	06/19/2019	EQUIPMENT RENTAL	0.00	544.47	
	<u>100-1230-7075-6026</u>		EQUIPMENT LEASING/RE		381.13	
	<u>700-4050-7075-0000</u>		EQUIPMENT LEASING/RE		163.34	
3379	LAW OFFICES BURKE, WILLIAMS & SORENSEN,	06/20/2019	Regular	0.00	11,266.26	102393
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>241707</u>	Invoice	06/19/2019	LEGAL SERVICES	0.00	11,266.26	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		11,266.26	
1850	LESLIE'S SWIMMING POOL SUPPLIES	06/20/2019	Regular	0.00	380.48	102394
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>01062-02-001766</u>	Invoice	06/19/2019	DEPT SUPPLIES	0.00	380.48	
	<u>100-6150-7070-0000</u>		SPECIAL DEPT SUPPLIES		380.48	
3668	LUPE DURAN	06/20/2019	Regular	0.00	40.00	102395
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>RCT 896104</u>	Invoice	06/19/2019	DEPOSIT REFUND	0.00	40.00	
	<u>100-0000-4590-0000</u>		BUILDING RENTAL		40.00	
3669	MARIBEL RUIZ	06/20/2019	Regular	0.00	500.00	102396

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>RCT 867032</u>	Invoice <u>100-0000-4590-0000</u>	06/19/2019	DEPOSIT REFUND BUILDING RENTAL	0.00	500.00	
1916	MARK THOMAS & COMPANY, INC	06/20/2019	Regular	0.00	8,656.00	102397
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>32823</u>	Invoice <u>500-0000-7068-0000</u>	06/19/2019	DESIGN & CONSULTING SERVICES AMEND CONTRACTUAL SERVICE	0.00	1,470.50	
<u>33622</u>	Invoice <u>500-0000-7068-0000</u>	06/19/2019	DESIGN & CONSULTING SERVICES AMEND CONTRACTUAL SERVICE	0.00	7,185.50	
3191	MARTIN GUTIERREZ	06/20/2019	Regular	0.00	99.13	102398
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>06/10/19</u>	Invoice <u>100-3250-7070-0000</u>	06/19/2019	REIMBURSEMENT FOR DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	99.13	
3530	MOBILE HOMES ACCEPTANCE CORP	06/20/2019	Regular	0.00	425.61	102399
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>215130</u>	Invoice <u>700-4050-7075-0000</u>	06/19/2019	EQUIPMENT RENTAL EQUIPMENT LEASING/RE	0.00	425.61	
3186	MWH CONSTRUCTORS INC	06/20/2019	Regular	0.00	158,287.30	102400
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>19-30505107-02</u>	Invoice <u>710-0000-8030-0000</u>	06/19/2019	BRINE LINE INSTALLATION CONSTRUCTIO CAPITAL IMPROVEMENT	0.00	158,287.30	
1984	NAPA AUTO PARTS	06/20/2019	Regular	0.00	122.13	102401
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>089970</u>	Invoice <u>100-6050-7090-0000</u>	06/19/2019	EQUIPMENT MAINTENANCE EQUIPMENT SUPPLIES/M	0.00	54.33	
<u>092726</u>	Invoice <u>100-6050-7037-0000</u>	06/19/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	67.80	
2007	NV5, INC	06/20/2019	Regular	0.00	80,906.89	102402
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>123596</u>	Invoice <u>100-3100-7067-0000</u>	06/19/2019	INSPECTION SERVICES INSPECTIONS	0.00	429.75	
<u>123597</u>	Invoice <u>100-3100-7067-0000</u>	06/19/2019	INSPECTION SERVICES INSPECTIONS	0.00	613.50	
<u>123598</u>	Invoice <u>100-3100-7067-0000</u>	06/19/2019	INSPECTION SERVICES INSPECTIONS	0.00	987.25	
<u>123601</u>	Invoice <u>100-3100-7067-0000</u>	06/19/2019	INSPECTION SERVICES INSPECTIONS	0.00	463.50	
<u>123602</u>	Invoice <u>100-3100-7067-0000</u>	06/19/2019	INSPECTION SERVICES INSPECTIONS	0.00	2,323.50	
<u>123603</u>	Invoice <u>100-3100-7067-0000</u>	06/19/2019	INSPECTION SERVICES INSPECTIONS	0.00	647.25	
<u>123604</u>	Invoice <u>100-3100-7067-0000</u>	06/19/2019	INSPECTION SERVICES INSPECTIONS	0.00	141.75	
<u>123605</u>	Invoice <u>100-3100-7067-0000</u>	06/19/2019	INSPECTION SERVICES INSPECTIONS	0.00	2,240.50	

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES SF 2018-		2,240.50	
<u>123606</u>	Invoice	06/19/2019	INSPECTION SERVICES	0.00	534.75	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES SF 2018-		534.75	
<u>123607</u>	Invoice	06/19/2019	INSPECTION SERVICES	0.00	4,466.50	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES SF 2018-		4,466.50	
<u>123608</u>	Invoice	06/19/2019	INSPECTION SERVICES	0.00	708.25	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES SF 2018-		708.25	
<u>123609</u>	Invoice	06/19/2019	INSPECTION SERVICES	0.00	791.25	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES SF 2018-		791.25	
<u>123610</u>	Invoice	06/19/2019	INSPECTION SERVICES	0.00	415.25	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES SF 2018-		415.25	
<u>123611</u>	Invoice	06/19/2019	INSPECTION SERVICES	0.00	2,173.75	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES SF 2018-		2,173.75	
<u>123612</u>	Invoice	06/19/2019	INSPECTION SERVICES	0.00	1,838.75	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES SF 2018-		1,838.75	
<u>123613</u>	Invoice	06/19/2019	INSPECTION SERVICES	0.00	293.25	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES SF 2018-		293.25	
<u>123614</u>	Invoice	06/19/2019	INSPECTION SERVICES	0.00	419.25	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES SF 2018-		419.25	
<u>123617</u>	Invoice	06/19/2019	INSPECTION SERVICES	0.00	429.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES SF 2018-		429.00	
<u>123618</u>	Invoice	06/19/2019	INSPECTION SERVICES	0.00	235.50	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES SF 2018-		235.50	
<u>123619</u>	Invoice	06/19/2019	INSPECTION SERVICES	0.00	231.75	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES SF 2018-		231.75	
<u>123620</u>	Invoice	06/19/2019	INSPECTION SERVICES	0.00	1,872.25	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES SF 2018-		1,872.25	
<u>123621</u>	Invoice	06/19/2019	INSPECTION SERVICES	0.00	194.25	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES SF 2018-		194.25	
<u>123622</u>	Invoice	06/19/2019	INSPECTION SERVICES	0.00	376.50	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES SF 2019-		376.50	
<u>123623</u>	Invoice	06/19/2019	INSPECTION SERVICES	0.00	188.25	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES SF 2019-		188.25	
<u>123909</u>	Invoice	06/19/2019	INSPECTION SERVICES	0.00	797.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES SF 16-40		797.00	
<u>123914</u>	Invoice	06/19/2019	INSPECTION SERVICES	0.00	1,297.50	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES SF 2018-		1,297.50	
<u>124422</u>	Invoice	06/19/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	422.50	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK SF 1		422.50	
<u>124423</u>	Invoice	06/19/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	706.25	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK SF 1		706.25	
<u>124425</u>	Invoice	06/19/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	650.00	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK SF 1		650.00	
<u>124426</u>	Invoice	06/19/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	495.00	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK SF 1		495.00	
<u>124427</u>	Invoice	06/19/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	468.75	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK SF 1		468.75	
<u>124430</u>	Invoice	06/19/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,906.25	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK SF P		1,906.25	
<u>124431</u>	Invoice	06/19/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	448.75	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK SF 1		448.75	
<u>124432</u>	Invoice	06/19/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	3,195.00	

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		3,195.00	
<u>124433</u>	Invoice	06/19/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,088.75	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		1,088.75	
<u>124434</u>	Invoice	06/19/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,367.50	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		1,367.50	
<u>124435</u>	Invoice	06/19/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,596.25	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		1,596.25	
<u>124436</u>	Invoice	06/19/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	5,096.25	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		5,096.25	
<u>124437</u>	Invoice	06/19/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	5,026.25	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		5,026.25	
<u>124438</u>	Invoice	06/19/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	2,245.00	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		2,245.00	
<u>124439</u>	Invoice	06/19/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	3,348.54	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		3,348.54	
<u>124440</u>	Invoice	06/19/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	401.82	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		401.82	
<u>124441</u>	Invoice	06/19/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,223.00	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		1,223.00	
<u>124442</u>	Invoice	06/19/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	801.63	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		801.63	
<u>124443</u>	Invoice	06/19/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	322.80	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		322.80	
<u>124444</u>	Invoice	06/19/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	202.76	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		202.76	
<u>124536</u>	Invoice	06/19/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	2,824.50	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		2,824.50	
<u>124538</u>	Invoice	06/19/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	2,017.50	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		2,017.50	
<u>124541</u>	Invoice	06/19/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,094.89	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		1,094.89	
<u>124599</u>	Invoice	06/19/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	3,954.66	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		3,954.66	
<u>124705</u>	Invoice	06/19/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,339.42	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		1,339.42	
<u>124707</u>	Invoice	06/19/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	3,637.87	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		3,637.87	
<u>125981</u>	Invoice	06/19/2019	INSPECTION SERVICES	0.00	7,560.00	
	<u>100-3100-7067-0000</u>		INSPECTIONS		7,560.00	
<u>125983</u>	Invoice	06/19/2019	INSPECTION SERVICES	0.00	2,020.00	
	<u>100-3100-7067-0000</u>		INSPECTIONS		2,020.00	
<u>126765</u>	Invoice	06/19/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	335.00	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		335.00	
	Void	06/20/2019	Regular	0.00	0.00	102403
	Void	06/20/2019	Regular	0.00	0.00	102404
	Void	06/20/2019	Regular	0.00	0.00	102405
3100	ORTIZ ENTERPRISES INC	06/20/2019	Regular	0.00	264,137.41	102406
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>16</u>	Invoice	06/19/2019	SR-60 POTRERO BLVD INTERCHANGE PRO	0.00	264,137.41	
	<u>500-0000-8030-0000</u>		INFRASTRUCTURE IMPRO		264,137.41	
2026	PACIFIC ALARM SERVICE	06/20/2019	Regular	0.00	458.50	102407

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>R 147431</u>	Invoice	06/19/2019	SECURTIY SERVICES	0.00	171.00	
	<u>700-4050-7087-007A</u>		SECURITY SERVICES		171.00	
<u>R 147433</u>	Invoice	06/19/2019	SECURITY SERVICES	0.00	156.00	
	<u>700-4050-7087-005X</u>		SECURITY SERVICES		156.00	
<u>R 147438</u>	Invoice	06/19/2019	SECURITY SERVICES	0.00	131.50	
	<u>700-4050-7087-005X</u>		SECURITY SERVICES		131.50	
2072	POLYDYNE, INC.	06/20/2019	Regular	0.00	5,745.57	102408
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>1356808</u>	Invoice	06/19/2019	CHEMICALS & SUPPLIES	0.00	5,745.57	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		3,505.02	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		2,240.55	
3479	R3 CONSULTING GROUP, INC	06/20/2019	Regular	0.00	4,640.00	102409
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>9203</u>	Invoice	06/19/2019	LEGAL SERVICES	0.00	4,640.00	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		4,640.00	
2135	RESOURCE BUILDING MATERIALS	06/20/2019	Regular	0.00	188.56	102410
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>2625332</u>	Invoice	06/19/2019	DEPT SUPPLIES	0.00	113.14	
	<u>100-6050-7070-5500</u>		SPEC DEPT EXP - STEWAR		113.14	
<u>2627041</u>	Invoice	06/19/2019	DEPT SUPPLIES	0.00	37.71	
	<u>100-6050-7070-5500</u>		SPEC DEPT EXP - STEWAR		37.71	
<u>2627042</u>	Invoice	06/19/2019	DEPT SUPPLIES	0.00	37.71	
	<u>100-6050-7070-5500</u>		SPEC DEPT EXP - STEWAR		37.71	
2623	RIVERSIDE UNIVERSITY HEALTH SYSTEM MEDIC	06/20/2019	Regular	0.00	1,200.00	102411
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>1115</u>	Invoice	06/19/2019	SART/RCAT Exams	0.00	1,200.00	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES		400.00	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES		800.00	
2281	SHRED-IT	06/20/2019	Regular	0.00	200.65	102412
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>8127366926</u>	Invoice	06/19/2019	PROFESSIONAL SERVICES	0.00	200.65	
	<u>100-1200-7068-0000</u>		CONTRACTUAL SERVICES		200.65	
3637	SMS FABRICATIONS, INC	06/20/2019	Regular	0.00	1,630.26	102413
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>19-0528</u>	Invoice	06/19/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	1,630.26	
	<u>100-6000-7085-6040</u>		BLDG MAINT - POLICE DE		1,630.26	
2311	SOUTHERN CALIFORNIA EDISON	06/20/2019	Regular	0.00	153,127.88	102414

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
06/18/19	Invoice	06/19/2019	ELECTRIC UTILITY	0.00	153,127.88	
	100-3250-7010-0000		UTILITIES		10,695.32	
	100-3250-7010-003X		UTILITIES (IA 3)		2,507.70	
	100-3250-7010-006B		UTILITIES (IA 6B)		1,559.05	
	100-3250-7010-007A		UTILITIES (IA 7A)		10.50	
	100-3250-7010-007B		UTILITIES (IA 7B)		74.02	
	100-3250-7010-008A		UTILITIES (IA 8A)		520.89	
	100-3250-7010-008C		UTILITIES (IA 8C)		421.66	
	100-3250-7010-011A		UTILITIES (IA 11A)		162.46	
	100-3250-7010-014B		UTILITIES (IA 14B)		33.92	
	100-3250-7010-014X		UTILITIES (IA 14)		1,340.43	
	100-3250-7010-018X		UTILITIES (IA 18)		119.94	
	100-3250-7010-019C		UTILITIES (IA 19C)		1,930.22	
	100-3250-7010-06A1		UTILITIES (IA 6A1)		604.84	
	100-6000-7010-6025		UTILITIES - CITY HALL		2,537.92	
	100-6000-7010-6031		UTILITIES - CITY HALL BLD		1,123.09	
	100-6000-7010-6032		UTILITIES - CITY HALL BLD		1,123.09	
	100-6000-7010-6040		UTILITIES - POLICE DEPT		2,982.64	
	100-6000-7010-6045		UTILITIES - COMMUNITY		3,100.10	
	100-6000-7010-6055		UTILITIES - FIRE STATION		492.49	
	100-6050-7010-0000		UTILITIES		2,245.17	
	100-6050-7010-06A1		UTILITIES IA 6A1		36.35	
	700-4050-7010-0000		UTILITIES		119,209.36	
	750-7300-7010-0000		UTILITIES		296.72	
2345	STATER BROS MARKETS	06/20/2019	Regular	0.00	250.58	102415
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1730411 C0672	Invoice	06/19/2019	SUPPLIES FOR EMPLOYEE TRAINING	0.00	73.27	
	100-6050-7066-0000		TRAVEL, EDUCATION, TRA		73.27	
S970612	Invoice	06/19/2019	COMMUNITY EVENT SUPPLIES	0.00	177.31	
	100-1550-7040-0000		RECREATION PROGRAMS		177.31	
2407	THE GAS COMPANY	06/20/2019	Regular	0.00	561.55	102416
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
09712228007 07/	Invoice	06/19/2019	GAS UTILITY	0.00	344.63	
	100-6000-7010-6025		UTILITIES - CITY HALL		344.63	
10552227000 07/	Invoice	06/19/2019	GAS UTILITY	0.00	19.57	
	100-6000-7010-6040		UTILITIES - POLICE DEPT		19.57	
13912227587 07/	Invoice	06/19/2019	GAS UTILITY	0.00	47.06	
	750-7300-7010-0000		UTILITIES		47.06	
15382227021 07/	Invoice	06/19/2019	GAS UTILITY	0.00	150.29	
	750-7000-7010-0000		UTILITIES		150.29	
2416	THE PRESS-ENTERPRISE	06/20/2019	Regular	0.00	183.00	102417
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0011279007	Invoice	06/19/2019	ADVERTISING	0.00	48.00	
	100-1150-7020-0000		ADVERTISING		48.00	
0011281774	Invoice	06/19/2019	ADVERTISING	0.00	64.80	
	100-1350-7020-0000		ADVERTISING		64.80	
0011281777	Invoice	06/19/2019	ADVERTISING	0.00	70.20	
	100-1350-7020-0000		ADVERTISING		70.20	
2419	THE RECORD GAZETTE	06/20/2019	Regular	0.00	1,470.00	102418

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
00982205	Invoice	06/19/2019	ADVERTISING	0.00	995.00	
	100-1200-7020-0000		ADVERTISING		995.00	
00982206	Invoice	06/19/2019	ADVERTISING	0.00	475.00	
	100-1200-7020-0000		ADVERTISING		475.00	
3670	THELMA SANTOS	06/20/2019	Regular	0.00	546.76	102419
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
04-016957-02	Invoice	06/19/2019	REIMBURSE CREDIT ON UTILITY ACCOUNT	0.00	546.76	
	100-0000-1400-0000	A/R - UTILITIES	REIMBURSE CREDIT ON UTILITY		546.76	
2461	UNDERGROUND SERVICE ALERT	06/20/2019	Regular	0.00	235.80	102420
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
18DSBFEE2471	Invoice	06/19/2019	DIG ALERT - SEWER	0.00	97.10	
	700-4050-7068-0000		CONTRACTUAL SERVICES		97.10	
520190048	Invoice	06/19/2019	DIG ALERT - SEWER	0.00	138.70	
	700-4050-7068-0000		CONTRACTUAL SERVICES		138.70	
2462	UNIFIRST CORPORATION	06/20/2019	Regular	0.00	2,711.06	102421
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
325 1394484	Invoice	06/19/2019	EMPLOYEE UNIFORM	0.00	536.43	
	100-3250-7065-0000		UNIFORMS		57.60	
	700-4050-7065-0000		UNIFORMS		139.56	
	750-7200-7065-0000		UNIFORMS		252.27	
	750-7400-7065-0000		UNIFORMS		43.50	
	750-7600-7065-0000		UNIFORMS		43.50	
325 1409829	Invoice	06/19/2019	UNIFORM MAINTENANCE	0.00	430.11	
	100-3250-7065-0000		UNIFORMS		57.60	
	700-4050-7065-0000		UNIFORMS		53.18	
	750-7200-7065-0000		UNIFORMS		232.33	
	750-7400-7065-0000		UNIFORMS		43.50	
	750-7600-7065-0000		UNIFORMS		43.50	
325 1412318	Invoice	06/19/2019	EMPLOYEE UNIFORM	0.00	429.48	
	100-3250-7065-0000		UNIFORMS		68.16	
	700-4050-7065-0000		UNIFORMS		53.18	
	750-7200-7065-0000		UNIFORMS		221.14	
	750-7400-7065-0000		UNIFORMS		43.50	
	750-7600-7065-0000		UNIFORMS		43.50	
325 1414839	Invoice	06/19/2019	EMPLOYEE UNIFORM	0.00	484.24	
	100-3250-7065-0000		UNIFORMS		57.60	
	700-4050-7065-0000		UNIFORMS		53.18	
	750-7200-7065-0000		UNIFORMS		224.18	
	750-7400-7065-0000		UNIFORMS		43.50	
	750-7600-7065-0000		UNIFORMS		105.78	
325 1417341	Invoice	06/19/2019	EMPLOYEE UNIFORM	0.00	420.91	
	100-3250-7065-0000		UNIFORMS		57.60	
	700-4050-7065-0000		UNIFORMS		53.18	
	750-7200-7065-0000		UNIFORMS		219.43	
	750-7400-7065-0000		UNIFORMS		43.50	
	750-7600-7065-0000		UNIFORMS		47.20	
325 1422532	Invoice	06/19/2019	EMPLOYEE UNIFORM	0.00	409.89	
	100-3250-7065-0000		UNIFORMS		57.60	
	700-4050-7065-0000		UNIFORMS		53.18	
	750-7200-7065-0000		UNIFORMS		212.11	

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>750-7400-7065-0000</u>	UNIFORMS	EMPLOYEE UNIFORM		43.50	
	<u>750-7600-7065-0000</u>	UNIFORMS	EMPLOYEE UNIFORM		43.50	
2474	UTILITY PARTNERS	06/20/2019	Regular	0.00	1,200.45	102422
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>051319-18</u>	Invoice	06/19/2019	BIOSOLIDS REMOVAL - WWTP	0.00	1,200.45	
	<u>700-4050-7068-0000</u>	CONTRACTUAL SERVICES	BIOSOLIDS REMOVAL - WWTP		1,200.45	
2484	VERIZON	06/20/2019	Regular	0.00	4,171.51	102423
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>9830778421</u>	Invoice	06/19/2019	PHONE UTILITY - PD AIRCARDS	0.00	1,377.64	
	<u>100-1230-7015-0000</u>	TELEPHONE	PHONE UTILITY - PD AIRCARDS		1,377.64	
<u>9830962104</u>	Invoice	06/19/2019	PHONE UTILITY	0.00	2,587.23	
	<u>100-1230-7015-0000</u>	TELEPHONE	PHONE UTILITY		2,131.92	
	<u>750-7000-7015-0000</u>	TELEPHONE	PHONE UTILITY		455.31	
<u>9830962106</u>	Invoice	06/19/2019	IPADS - 1550	0.00	76.02	
	<u>100-1230-7015-0000</u>	TELEPHONE	IPADS - 1550		76.02	
<u>9830962107</u>	Invoice	06/19/2019	IPADS - 3100	0.00	76.02	
	<u>100-1230-7015-0000</u>	TELEPHONE	IPADS - 3100		76.02	
<u>9830962108</u>	Invoice	06/19/2019	IPADS 1550/6050	0.00	54.60	
	<u>100-1230-7015-0000</u>	TELEPHONE	IPADS 1550/6050		54.60	
3248	WEBB MUNICIPAL FINANCE, LLC	06/20/2019	Regular	0.00	400.00	102424
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>20190332</u>	Invoice	06/19/2019	BEAUMONT CFD PREPAYMENT PROCESSI	0.00	400.00	
	<u>250-0000-7068-0000</u>	CONTRACTUAL SERVICES	BEAUMONT CFD PREPAYMENT		400.00	
3599	WESTERN MUNICIPAL WATER DISTRICT	06/20/2019	Regular	0.00	13,094.40	102425
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>R13227</u>	Invoice	06/19/2019	BRINE LINE MAINTENANCE	0.00	13,094.40	
	<u>700-4050-7089-0000</u>	BRINE LINE MAINTENANC	BRINE LINE MAINTENANCE		13,094.40	
2556	XYLEM WATER SOLUTIONS, INC	06/20/2019	Regular	0.00	62,705.71	102426
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>3556A71541</u>	Invoice	06/19/2019	Marshall Lift Station Replacement Pump	0.00	62,705.71	
	<u>710-0000-8040-0000</u>	EQUIPMENT	Marshall Lift Station Replaceme		62,705.71	
2946	Z & K CONSULTANTS, INC.	06/20/2019	Regular	0.00	3,960.00	102427

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>05/01/19-05/31/</u>	Invoice	06/19/2019	CONSULTING SERVICES	0.00	3,960.00	
	<u>710-0000-7068-0000</u>	CONTRACTUAL SERVICE	CONSULTING SERVICES		3,960.00	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	160	65	0.00	1,044,326.10
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	3	3	0.00	40,307.48
	163	71	0.00	1,084,633.58

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	160	65	0.00	1,044,326.10
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	3	3	0.00	40,307.48
	163	71	0.00	1,084,633.58

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	6/2019	1,084,633.58
			1,084,633.58



MINUTES
City Council Meeting
Tuesday, June 18, 2019
Council Chambers
550 E 6th St. Beaumont, Ca
Closed Session: 5:00 PM
Regular Session: 6:00 PM

CLOSED SESSION

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

CALL TO ORDER at 5:00pm

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

1. Public Comments Regarding Closed Session
No speakers.
2. Conference with Labor Negotiator - Pursuant to Government Code Section 54957.6
City Designated Representative City Manager Todd Parton or his Designee
 - SEIU**No reportable action.**
3. Conference with Legal Counsel Regarding Pending Litigation Pursuant to Government Code Section 54956.9(d)(1) (One Case: Beaumont adv: Urban Logic Riv Case No. 1707201)
No discussion.
4. Conference with Legal Counsel – Anticipated Litigation: Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2) -- (Claim of Alphonso Hatcher)
No reportable action.

Adjourn to Closed Session

REGULAR SESSION

CALL TO ORDER at 6:03 p.m.

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

Report out from Closed Session: *see above*

Action on any Closed Session items: **None.**

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

Pledge of Allegiance

Approval/Adjustments to Agenda: **None**

Conflict of Interest Disclosure: **None**

ANNOUNCEMENTS/RECOGNITIONS/PROCLAMATIONS/CORRESPONDENCE

PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)

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

Public comment period opened at 6:05 p.m.

J. Chambers – *Announced that Pardee received awards for the Beacon and Atlas products in Beaumont.*

Public comment period closed at 6:07 p.m.

CONSENT CALENDAR

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

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

1. Ratification of Warrants Dated May 30, 2019
2. Ratification of Warrants Dated June 6, 2019
3. Approval of Minutes Dated June 4, 2019
4. Adopt "A Resolution of the City Council of the City of Beaumont, California Approving the Appropriation Limit for the 2019-2020 Fiscal Year"
5. April 2019 Financial Reports
6. Approval and Adoption of the Second Reading of "An Ordinance of the City Council of the City of Beaumont, California, Repealing Chapter 8.12 – 'Mandatory Solid Waste Collection and Disposal' of the Beaumont Municipal Code and Repealing Chapter 8.14 – 'Mandatory Recycling Requirements for Commercial Facilities' of the Beaumont Municipal Code and Adding Chapter 8.12 – 'Solid Waste Management' to the Beaumont Municipal Code"

Motion by Council Member White

Second by Council Member Lara

Council Member White

Council Member Lara

Council Member Carroll * Abstained from Item 3

Mayor Pro Tem Santos

Mayor Martinez

To approve the consent calendar.

Approved by a unanimous vote.

PUBLIC HEARINGS

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

7. Consideration of a Resolution Establishing a Solid Waste Self-Haul Permit Fee and Fines and Penalties for the Violation of the City's Solid Waste Management Ordinance

City Attorney John Pinkney recused himself for this item.

Public Hearing opened at 6:11 p.m.

No speakers

Public Hearing closed at 6:11 p.m.

Motion by Council Member White

Second by Mayor Pro Tem Santos

Council Member White

Council Member Lara

Council Member Carroll

Mayor Pro Tem Santos

Mayor Martinez

To waive the full reading and adopt by title only "A Resolution Establishing a Solid Waste Self-Haul Permit Fee and Fines and Penalties for the Violation of the City's Solid Waste Management Ordinance".

Approved by a unanimous vote.

ACTION ITEMS

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

8. Approval of Acquisition Agreement by City of Beaumont and Approval by Community Facilities District No. 2016-2 (Sundance) of the Issuance of Its Special Tax Bond, Series 2019

Motion by Council Member Lara

Second by Council Member Carroll

Council Member White

Council Member Lara

Council Member Carroll

Mayor Pro Tem Santos

Mayor Martinez

To waive the full reading and adopt by title only “A Resolution of the City Council of the City of Beaumont Authorizing the Execution and Delivery of an Acquisition Agreement Relating to the City of Beaumont Community Facilities District No. 2016-2 (Sundance) of the City of Beaumont and Approving Certain Other Actions in Connection Therewith”, and

Waive the full reading and adopt by title only “A Resolution of the City Council of the City of Beaumont, Acting as the Legislative Body of the City of Beaumont Community Facilities District No. 2016-2 (Sundance), Authorizing the Issuance of Its 2019 Special Tax Bonds, in an Aggregate Principal Amount not to Exceed Twelve Million Five Hundred Thousand Dollars (\$12,500,000) and Approving Certain Documents and Taking Certain Other Actions in Connection Therewith”.

Approved by a unanimous vote.

9. Approval of a Memorandum of Understanding (MOU) between the City of Beaumont and the Beaumont Cherry Valley Water District (BCVWD) Regarding Recycled Water

Motion by Council Member White

Second by Mayor Martinez

Council Member White

Council Member Lara

Council Member Carroll

Mayor Pro Tem Santos

Mayor Martinez

To approve the Memorandum of Understanding between the City of Beaumont and the Beaumont Cherry Valley Water District regarding recycled water as presented and to authorize the City manager to initiate negotiations on a final contract.

Approved by a unanimous vote.

10. Interagency Service Agreement between City of Banning and City of Beaumont to Provide Coordinated Transit Services

Motion by Council Member White

Second by Council Member Lara

Council Member White

Council Member Lara

Council Member Carroll

Mayor Pro Tem Santos

Mayor Martinez

To approve the Interagency Service Agreement between the City of Beaumont and the City of Banning and authorize the City Manager to execute on behalf of the City.

Approved by a unanimous vote.

11. Second Amendment to the Custodial Services Contract with Executive Facilities Services, Inc. for Custodial Services at the Beaumont Police Department, the Police Annex Building,

and Building H, in the Amount of \$25,000, and a Contingency of \$20,000 for a Total Not to Exceed Contract Amount of \$150,000; and Approve an Extension of Contract for One Additional Year, for Fiscal Year 2019-2020

Motion by Council Member White

Second by Council Member Lara

Council Member White

Council Member Lara

Council Member Carroll

Mayor Pro Tem Santos

Mayor Martinez

To approve a contract amendment with EFS for an additional one-year, effective July 1, 2019; and

Approve the Second Amendment to Agreement for Services with Independent Contractor drafted by the City Attorney and authorize the City Manager to execute on behalf of the City; and

Authorize a Purchase Order for Fiscal Year 2019-2020, in an amount not to exceed \$150,000, allocated to the respective facilities; and

Authorize the City Manager, or his designee, to negotiate and if necessary, approve a Third Amendment to Agreement for Services with Independent Contractor on behalf of the City solely for the purpose of offsetting the mandated minimum wage increase in January 2020, not to exceed \$20,000.

Approved by a unanimous vote.

12. Sale of Surplus Animal Control Service Vehicle

Motion by Council Member Carroll

Second by Council Member White

Council Member White

Council Member Lara

Council Member Carroll

Mayor Pro Tem Santos

Mayor Martinez

To approve the sale of the ACO vehicle, unit 06-38, to Ramona Humane Society for \$6,000.

Approved by a unanimous vote.

13. Approval of Requisition for Polydyne, Inc.

Motion by Council Member White

Second by Council Member Lara

Council Member White

Council Member Lara

Council Member Carroll

Mayor Pro Tem Santos

Mayor Martinez

To approve the requisition for Polydyne, Inc. in the amount of \$20,000.

Approved by a unanimous vote.

14. Approve the First Amendment of the Professional Services Agreement for Plan Check and Public Works Inspection Services to NV5, Inc. in an Amount not to Exceed \$296,400 for Fiscal Year 2018/2019

Motion by Council Member Lara

Second by Council Member White

Council Member White

Council Member Lara

Council Member Carroll

Mayor Pro Tem Santos

Mayor Martinez

To approve the First Amendment of the Professional Services Agreement for Plan Check and Public Works Inspection Services to NV5, Inc. in an amount not to exceed \$296,400 for Fiscal Year 2018/2019.

Approved by a unanimous vote.

15. Authorize Third Amendment to the Professional Services Agreement for Wastewater Regulatory Support Services/NPDES to G&G Environmental Consultants, Inc. of Riverside California, in an Amount Not to Exceed \$146,292 for the Fiscal Year 2019/20

Motion by Council Member White

Second by Mayor Martinez

Council Member White

Council Member Lara

Council Member Carroll

Mayor Pro Tem Santos

Mayor Martinez

To authorize the third amendment to the professional service agreement for Wastewater Regulatory Support Services/NPDES to G&G Environmental Consultants, Inc. of Riverside California, in an amount not to exceed \$146,292 for the Fiscal Year 2019/2020.

Approved by a unanimous vote.

16. Authorize Staff to Release a Request for Qualifications for Design/Build Energy Performance Contracting Services

Motion by Council Member White

Second by Council Member Lara

Council Member White

Council Member Lara

Council Member Carroll

Mayor Pro Tem Santos

Mayor Martinez

To authorize staff to release the RFQ for Design/Build Energy Performance Contracting Services.

Approved by a unanimous vote.

17. Authorize Staff to Release a Request for Proposals for Employee Benefits, Insurance Broker and Consulting Services

Motion by Council Member Lara

Second by Council Member White

Council Member White

Council Member Lara

Council Member Carroll

Mayor Pro Tem Santos

Mayor Martinez

To authorize staff to release the RFP for Employee Benefits Insurance Broker and Consulting Services.

Approved by a unanimous vote.

18. Approval of City Attorney Invoices for the Month of May 2019

City Attorney John Pinkney recused himself for this item

Motion by Council Member Lara

Second by Mayor Pro Tem Santos

Council Member White

Council Member Lara

Council Member Carroll

Mayor Pro Tem Santos

Mayor Martinez

To approve invoices in the amount of \$124,110.29.

Approved by a unanimous vote.

19. Legislative Updates and Discussion

Discussion of Legislative Report provided by Townsend Public Affairs.

COUNCIL REPORTS

- Carroll – *Report out from the Revenue and Taxation Policy meeting.*
- Lara – *Attended the inaugural Dive In movie at the Plunge and thanked everyone involved.*
- Martinez – *Attended a Environmental Quality policy committee meeting and gave a report out.*

- Santos – *Attended a Philippine Independence Day event. Announced that he is the newly elected SCAG representative for the district.*
- White – *Attended the Economic Summit meeting, reported out from the ERICA meeting, attended the LLOC transportation policy committee meeting and the Passcom meeting.*

ECONOMIC DEVELOPMENT UPDATE

Economic Development Committee Report Out and the Foreign Trade Zone update in the Pass Area.

CITY TREASURER REPORT

Comments on the recently adopted budget by the State.

CITY CLERK REPORT

Gave a report on the Public Records Requests for the month of May.

CITY ATTORNEY REPORT

No report.

CITY MANAGER REPORT

Discussion of Foreign Trade Zones *discussed under Economic Development Update.*

Update on the Oak Valley Parkway Project.

New City Website update.

FUTURE AGENDA ITEMS

- Emergency Operations Center

ADJOURNMENT

Adjournment of the City Council of the June 18, 2019 Meeting at 8:02 p.m.

The next regular meeting of the Beaumont City Council, Beaumont Financing Authority, the Beaumont Successor Agency (formerly RDA), the Beaumont Utility Authority, the Beaumont Parking Authority and the Beaumont Public Improvement Agency is scheduled for Tuesday, July 2, 2019, at 5:00 p.m. or thereafter as noted on the posted Agenda for Closed Session items in the City Council Board Room No. 5, followed by the regular meeting at 6:00 p.m. or thereafter as noted on the posted Agenda at City Hall.

Beaumont City Hall – Online www.BeaumontCa.gov

Agenda Item No. 6

Staff Report

TO: City Council Members

FROM: Todd Parton, City Manager

DATE: July 2, 2019

SUBJECT: Approval of Resolution Supporting Balanced Energy Solutions and Maintaining Local Control of Energy Solutions

Background and Analysis:

Attached is a resolution from the City of Beaumont stating its official position to support balanced energy solutions within the community and to maintain local control of energy solutions by California communities. This resolution is in response to increasing efforts by the California legislature to restrict the source of energy, with recent stated objectives to restrict supply to electric power.

Mandates forcing communities to sole sources of supply are likely to be counter productive and contrary to the purpose and intent of the legislative proposals. Cities are pursuing new technologies and alternative sources to power their facilities and fleets in their efforts to achieve California's climate goals. Accordingly, it is vital that each community have discretion to pursue the strategies and technologies best suited to them.

Furthermore, the ability to pursue diversified sources of power help to ensure sustainability and achieve affordability.

Fiscal Impact:

City staff estimates the cost to prepare this resolution to be \$475.

Recommendation:

1. Waive the full reading and approve by title only, "A Resolution Supporting Balanced Energy Solutions and Maintaining Local Control of Energy Solutions."

City Manager Review:  _____

Attachments:

- A. Resolution to Support Balanced Energy Solutions and to Maintain Local Control of Energy Solutions

RESOLUTION NO. 2019-

**RESOLUTION SUPPORTING BALANCED ENERGY SOLUTIONS AND
MAINTAINING LOCAL CONTROL OF ENERGY SOLUTIONS**

WHEREAS, California's energy policies are critical to reducing greenhouse gas emissions and reducing the impact of climate change on our citizens; and

WHEREAS, the state legislature and state agencies are increasingly proposing new legislation and regulations eliminating choice of energy by mandating technologies to power buildings and public and private fleets, including transit and long-haul trucking, as a strategy to achieve the state's climate goals; and

WHEREAS, clean, affordable and reliable energy is crucial to the material health, safety and well-being of the City of Beaumont residents, particularly the most vulnerable, who live on fixed incomes, including the elderly and working families who are struggling financially; and

WHEREAS, the need for clean, affordable and reliable energy to attract and retain local businesses, create jobs and spur economic development is vital to the city's success in a highly competitive and increasingly regional and global marketplace; and

WHEREAS, the City of Beaumont, its residents and businesses value local control and the right to choose the policies and investments that most affordably and efficiently enable them to comply with state requirements; and

WHEREAS, building and vehicle technology mandates eliminate local control and customer choice, suppress innovation, reduce reliability and unnecessarily increase costs for the City of Beaumont residents and businesses; and

WHEREAS, the city understands that relying on a single energy delivery system unnecessarily increases vulnerabilities to natural and man-made disasters, and that a diversity of energy delivery systems and resources contribute to greater reliability and community resilience; and

WHEREAS, the City of Beaumont understands the need to mitigate the impacts of climate change and is committed to doing its part to help the state achieve its climate goals, but requires the flexibility to do so in a manner that best serves the needs of its residents and business,

NOW, THEREFORE IT IS HEREBY RESOLVED, by the City Council of the City of Beaumont, California as follows:

That the City supports balanced energy solutions that provide it with the decision-making authority and resources needed to achieve the state's climate goals and supports proposed state legislation and regulation that retains local control by allowing all

technologies and energy resources that can power buildings, fuel vehicles, and meet or exceed emissions reductions regulations.

MOVED, PASSED AND ADOPTED this 2nd day of July 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Julio Martinez, Mayor

ATTEST:

Deputy City Clerk

Staff Report

TO: Mayor and Council Members

FROM: Jeff Hart, Director of Public Works

DATE: July 2, 2019

SUBJECT: Consideration of a Resolution of the City of Beaumont Authorizing City Council to Accept the Landscape, Storm Drain, and Maintenance Trail Improvements of the Cherry Avenue Channel

Background and Analysis:

The developer, Pardee Homes, has completed storm drain and landscape improvements within the channel located on Cherry Avenue within the Sundance residential development which begins at Cougar Way and terminates near the Anna House Elementary School located on Carnation Lane. The channel collects stormwater that is generated from the Sundance residential development and conveys it to the detention basin located south of the elementary school.

The channel was offered for dedication to the City for drainage and landscape maintenance purposes via Lot 162 of Tract Map 31468-6, Lot 158 of Tract Map 31468-8, and Lot 25 of Tract Map 34290 (see Attachment B). Additionally, an easement for sewer and drainage purposes was offered for dedication over Lot 161 of Tract Map 31468-6, as well as an easement for landscaping and drainage purposes over Lot 24 of Tract Map 34290. As is typical with subdivision improvements, the local agency will not accept the offer of dedication until all improvements have been completed and accepted by the City. The channel improvements, along with the maintenance trail, which begins on Carnation Lane and terminates at Oak Valley Parkway have now been completed by the developer.

Government Code 66477.2 allows a legislative body to accept any offer of dedication that was rejected during final map acceptance by passing a resolution and recording a certificate of acceptance with the County.

Staff recommends that the City Council accept the offers of dedication of the following lots that include storm drain, landscape, and maintenance trail improvements (see Attachment A for exhibit):

- Lot 162, Tract Map 31468-6
- Lot 158, Tract Map 31468-8
- Lot 25, Tract Map 34290

Staff also recommends that the City Council accept the offers of dedication for easements over the following lots (see Attachment A for exhibit):

- Lot 161, Tract Map 31468-6
- Lot 24, Tract Map 34290

The improvements will be maintained by the Community Services Department and Street Division which has concurred with accepting the channel.

Fiscal impact:

The Community Services and Streets Division will incur maintenance costs associated with the channel. The staff report preparation and City attorney review equate to approximately \$1,000.

Recommendation:

1. Waive the full reading and adopt by title only, "A Resolution of the City of Beaumont Authorizing City Council to Accept the Landscape, Storm Drain, and Maintenance Trail Improvements of the Cherry Avenue Channel"; and
2. Authorize the Mayor to sign the following Certificate of Acceptance documents related to the Cherry Avenue Channel:
 - Lot 162 of Tract Map 31468-6 for drainage & landscape maintenance purposes.
 - Lot 158 of Tract Map 31468-8 for drainage & landscape maintenance purposes.
 - Lot 25 of Tract Map 34290 for drainage & landscape maintenance purposes
 - Sewer and drainage easement on Lot 161 per Tract Map 31468-6
 - Drainage easement on Lot 24 per Tract Map 34290

City Manager Review: 

Attachments:

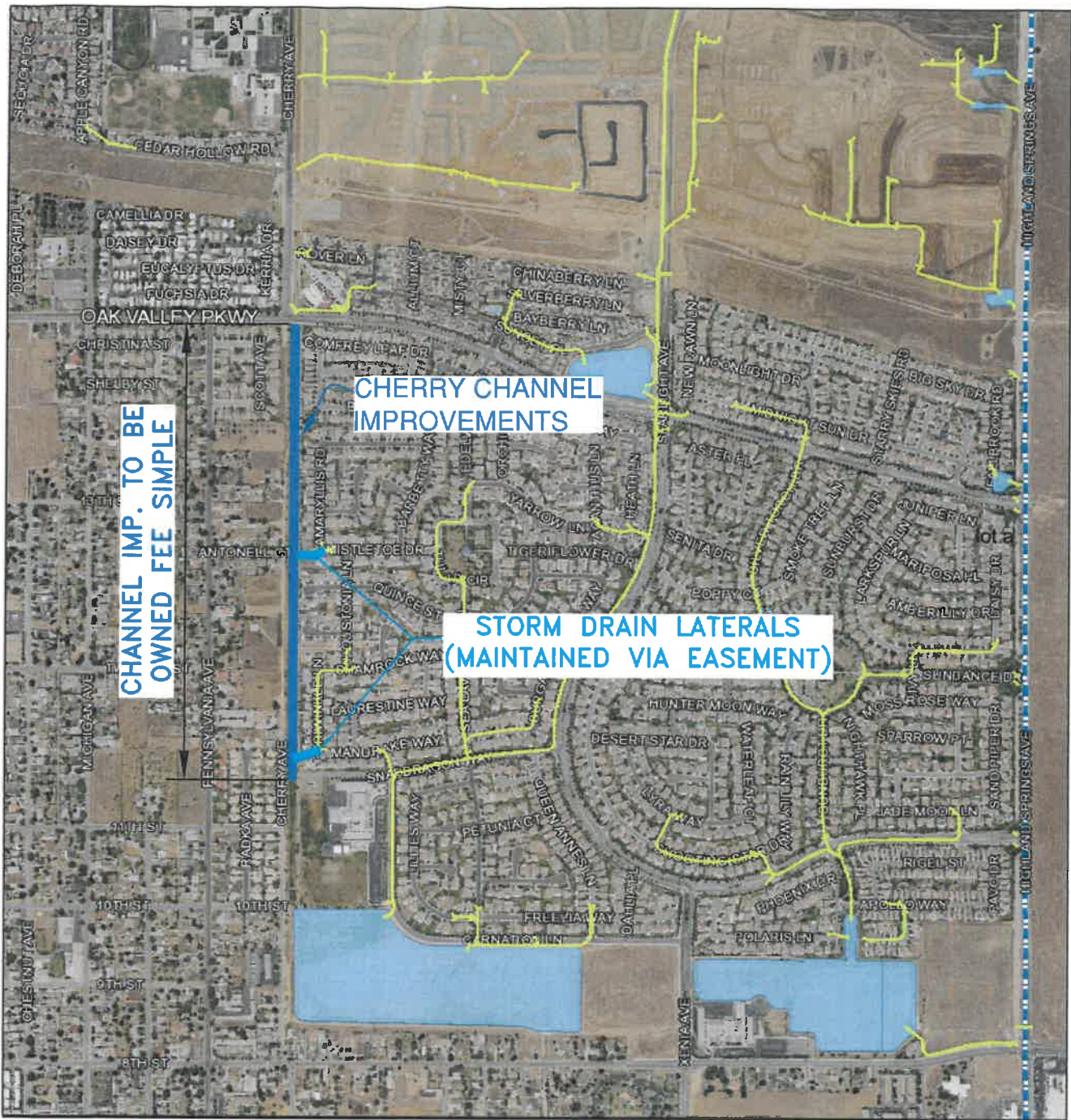
- A. Exhibit of Lots Dedicated in Fee and Dedicated as Easements
- B. Tract Map 31468-6, 31468-8, and 34290 Showing Original Dedication of Cherry Avenue Channel
- C. Resolution to Accept Landscape, Storm Drain, and Maintenance Trail Improvements of Cherry Avenue Channel on Lots 162 Tract Map 3168-6, Lot 158 Tract Map 31468-8 and Lot 25 Tract Map 34290

- D. Notice of Completion for Landscape, Storm Drain and Maintenance Trail Improvements on Lots 162 Tract Map 3168-6, Lot 158 Tract Map 31468-8 and Lot 25 Tract Map 34290
- E. Certificate of Acceptance for Landscape, Storm Drain, and Maintenance Trail Improvements on:
- Lot 162 Per Tract Map 31468-6
 - Lot 158 Per Tract Map 31468-8
 - Lot 25 Per Tract Map 34290
 - Lot 161 Per Tract Map 31468-6 (Sewer and Drainage Easement)
 - Lot 24 Per Tract Map 34290 (Drainage Easement)

Attachment A

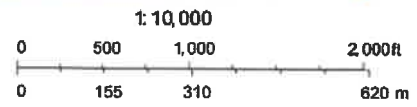
Exhibit of Lots Dedicated in Fee and Dedicated as Easements

City of Beaumont



8/25/2019, 3:16:59 PM

- Storm Drain Basins
- - - Culverts
- Gravity Mains
- Minor Streets
- Highways/Major Streets
- Labels
- - - City Boundary



Attachment B

**Tract Map 31468-6, 31468-8, and 34290 Showing Original
Dedication of Cherry Avenue Channel Lot 162, Lot 158, and Lot 25,
Lot 161 of Tract Map 31468-6 and Lot 24 of Tract Map 34290**

418

THIS SUBDIVISION CONTAINS

162 NUMBERED LOTS
17 LETTERED STREET LOTS
173 LOTS TOTAL
36.71 ACRES GROSS

DRAWN BY: [Signature]

I HEREBY STATE THAT I AM THE OWNER(S) OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON THAT I AM THE ONLY PERSON(S) WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND, THAT I AM CONSENTING TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

I HEREBY RESERVE FOR OPEN SPACE, AND LANDSCAPE PURPOSES AND THE MAINTENANCE THEREOF, LOTS 160 AND 161, FOR THE SOLE BENEFIT OF OURSELVES, SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS MAP.

I HEREBY DEDICATE TO THE CITY OF BEAUMONT FOR STREET AND PUBLIC UTILITY PURPOSES, LOT "A" SHOWN AS CANTONMENT LANE, LOT "B" SHOWN AS HARBORWAY WALK, LOT "C" SHOWN AS PEPPERBERRY LANE, LOT "D" SHOWN AS SHAWNEE WAY, LOT "E" SHOWN AS PALMVIEW LANE, LOT "F" SHOWN AS LARKSPRING WALK, LOT "G" SHOWN AS HARBORWAY LANE, LOT "H" SHOWN AS QUINCE COURT, LOT "I" SHOWN AS PASTORAL LANE, LOT "J" SHOWN AS QUINCE STREET, AND LOT "K" SHOWN AS WISTLETOE DRIVE, AS SHOWN WITHIN THIS MAP.

I HEREBY DEDICATE TO THE CITY OF BEAUMONT FOR PUBLIC UTILITY PURPOSES, THE (5) FIVE FOOT WIDE EASEMENTS, AS SHOWN WITHIN THIS MAP.

WE ALSO HEREBY DEDICATE TO THE CITY OF BEAUMONT AN EASEMENT FOR SEWER AND DRAINAGE PURPOSES OVER LOT 161, AS SHOWN WITHIN THIS MAP.

WE HEREBY OFFER FOR DEDICATION IN FEE SIMPLE TO THE CITY OF BEAUMONT LOT 162 FOR DRAINAGE AND LANDSCAPE MAINTENANCE PURPOSES.

PROCEE HOMES, A CA, YONKIA CORPORATION

[Signature] VICE PRESIDENT

[Signature] VICE PRESIDENT

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)
I, [Signature], NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED TO BE THE PERSON(S) WHOSE NAME(S) APPEAR(S) SUBSCRIBED TO THE WITHIN INSTRUMENT AND AGREE(S) THAT THEY HEREBY EXECUTED THE SAME IN ACCORDANCE WITH THEIR AUTHORIZED CAPACITIES, AND THAT BY APPEARING THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) ON THE ENTIRETY HEREBY AUTHORIZE ME TO EXECUTE THE SAME FOR THEM.

MY COMMISSION EXPIRES 2/14/2009.

BY [Signature] PRINCIPAL PLACE OF BUSINESS IS IN SAHATI, CALIFORNIA.

NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED

[Signature] (PRINT NAME)

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

I, [Signature], NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED TO BE THE PERSON(S) WHOSE NAME(S) APPEAR(S) SUBSCRIBED TO THE WITHIN INSTRUMENT AND AGREE(S) THAT THEY HEREBY EXECUTED THE SAME IN ACCORDANCE WITH THEIR AUTHORIZED CAPACITIES, AND THAT BY APPEARING THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) ON THE ENTIRETY HEREBY AUTHORIZE ME TO EXECUTE THE SAME FOR THEM.

MY COMMISSION EXPIRES 2/14/2009.

BY [Signature] PRINCIPAL PLACE OF BUSINESS IS IN SAHATI, CALIFORNIA.

NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED

[Signature] (PRINT NAME)

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

TRACT NO. 31468-6

BEING A SUBDIVISION OF A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY BEING ALL OF LOT 50 OF TRACT NO. 31468-3, FILED IN BOOK 386, PAGES 22 THROUGH 23, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER, OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

LEVI D. COX, L.S. 7930

REF CONSULTING

DATE OF SURVEY: SEPTEMBER, 2005

RECORDER'S STATEMENT

FILED THIS 21ST DAY OF MARCH 2007 AT 11:11 AM IN BOOK 418 OF MAPS AT PAGES 418-419 AT THE REQUEST OF THE CITY CLERK, CITY OF BEAUMONT.

BY: [Signature] DEPUTY
SUBDIVISION EXAMINER: CHICAGO TITLE COMPANY

SURVEYOR'S STATEMENT

I HEREBY STATE THAT I AM A LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA AND THAT THIS MAP CONSISTING OF ELEVEN (11) SHEETS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PROCEE HOMES, A CALIFORNIA CORPORATION, IN SEPTEMBER OF 2005. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP. I HEREBY STATE THAT THESE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE REPRODUCED AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATED: MARCH 21, 2007



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE MAP WITHIN THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT NO. 31468, WHICH WAS APPROVED BY THE CITY COUNCIL ON MAY 4, 2004 AND ANY APPROVED ALTERNATIONS THEREOF. THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND TITLE 16 OF THE BEAUMONT MUNICIPAL CODE APPLICABLE AT THE TIME OF THE ORIGINAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT AND CONFORMS TO ALL APPLICABLE LAWS, ORDINANCES, RULES AND REGULATIONS OF ALL APPLICABLE AGENCIES AND AGENCIES HAVING JURISDICTION THEREOVER, THAT THE MONUMENTS AND ALL SECTIONS SUFFICIENT TO PROTECT ALL LOTS IN THE SUBDIVISION FROM FLOODS HAVE BEEN PROVIDED, THAT THE MONUMENTS AND ALL SECTIONS SUFFICIENT TO PROTECT ALL LOTS IN THE SUBDIVISION FROM FLOODS HAVE BEEN PROVIDED WITH THE COMMUNITY DEVELOPMENT DEPARTMENT. THAT ALL REQUIRED IMPROVEMENTS HAVE BEEN COMPLETED WITH THE CITY OF BEAUMONT ENGINEERS WITH THE APPROVED PLANS OR THAT THE SUBDIVIDER HAS AGREED INTO AGREEMENT WITH THE CITY OF BEAUMONT ENGINEERS COMPLETION OF ALL IMPROVEMENTS AND SPECIFYING THE TIME FOR COMPLETING THE SAME.

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

DATED: 22 MARCH 2007
BY: [Signature] (L.I.C. EXPIRES 12/31/2008)



BEAUMONT CITY COUNCIL CERTIFICATE

I HEREBY CERTIFY THAT THIS MAP WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF BEAUMONT ON [Signature] DAY OF SEPTEMBER, 2007, AND THAT THE OPERATIONS OF DEDICATION(S) DEPICTED HEREON WERE NOT ACCEPTED. THE CITY COUNCIL MAY, HOWEVER, BY RESOLUTION AT ANY LATER DATE, AND WITHOUT FURTHER ACTION BY THE SUBDIVIDER, REScind ITS ACTION AND ACCEPT THE FOLLOWING DEDICATION(S) AND IMPROVEMENTS FOR PUBLIC USE, WHICH ACCEPTANCE SHALL BE RECORDED IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER.

THE DEDICATION FOR STREET AND PUBLIC UTILITY PURPOSES, LOT "A" SHOWN AS CANTONMENT LANE, LOT "B" SHOWN AS HARBORWAY WALK, LOT "C" SHOWN AS PEPPERBERRY LANE, LOT "D" SHOWN AS PALMVIEW LANE, LOT "E" SHOWN AS LARKSPRING WALK, LOT "F" SHOWN AS HARBORWAY LANE, LOT "G" SHOWN AS QUINCE COURT, LOT "H" SHOWN AS QUINCE STREET, AND LOT "K" SHOWN AS WISTLETOE DRIVE, AS SHOWN WITHIN THIS TRACT MAP.

WE HEREBY DEDICATE TO THE CITY OF BEAUMONT FOR PUBLIC UTILITY PURPOSES, THE (5) FIVE FOOT WIDE EASEMENTS, AS SHOWN WITHIN THIS MAP.

THE EASEMENT FOR SEWER AND DRAINAGE PURPOSES OVER LOT 161, AS SHOWN WITHIN THIS MAP.

FOR LANDSCAPE AND LANDSCAPE MAINTENANCE PURPOSES, LOT 162

DATED: 23 MARCH 2007
CITY CLERK, CITY OF BEAUMONT, CALIFORNIA

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID PROPERTY TAXES, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, MAP A LIEU BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE 1,12,200.

DATED: MARCH 21, 2007
PHIL MCCONNELL, COUNTY TAX COLLECTOR

BY: [Signature] DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT I BOND IN THE SUM OF 1,12,200.00 HAS BEEN DEPOSITED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DAILY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED: MARCH 21, 2007
WANCY RINGER, CLERK OF THE BOARD OF SUPERVISORS
PAUL MCCONNELL, COUNTY TAX COLLECTOR

BY: [Signature] DEPUTY

SIGNATURE OMISSIONS NOTE

PURSUANT TO SECTION 6628 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

- 1) RIVERSIDE ABSTRACT COMPANY, HOLDER OF AN EASEMENT FOR PIPELINE AND INCIDENTAL PURPOSES, RECORDED APRIL 1, 1913, IN BOOK 374, PAGE 177, OF DEEDS (CANNOT BE LOCATED FROM THE RECORD).
- 2) SOUTHERN CALIFORNIA INVESTMENT COMPANY, HOLDER OF AN EASEMENT FOR WATER PIPES AND OTHER CONDUITS, RECORDED SEPTEMBER 4, 1983, IN BOOK 4, PAGE 335 OF DEEDS. (CANNOT BE LOCATED FROM RECORD).

SOILS REPORT NOTE

PRELIMINARY SOILS INVESTIGATION REPORT FOR TENTATIVE TRACT NO. 31468, DATED NOVEMBER 21, 2005, AS PROJECT NO. 03-01-205-02, WAS PREPARED BY CHRYSE CONSLANSKY, AS REQUIRED BY SECTIONS 18533 OF THE CALIFORNIA HEALTH AND SAFETY CODE AND AS REQUIRED BY SECTION 66434.5 OF THE CALIFORNIA GOVERNMENT CODE. A COPY OF SAID REPORT AND ANY SUPPLEMENTS THEREOF, ARE ON FILE FOR PUBLIC INSPECTION IN THE CITY ENGINEERS OFFICE.

NOTARY PUBLIC IN AND FOR SAID STATE (PRINT NAME)

NOTARY PUBLIC IN AND FOR SAID STATE (PRINT NAME)

NOTARY PUBLIC IN AND FOR SAID STATE (PRINT NAME)

CITY : 418 2

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

TRACT NO. 31468-6

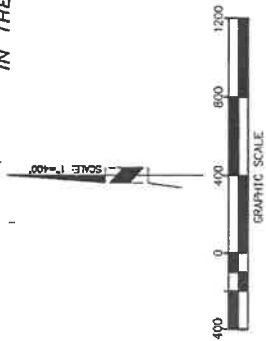
BEING A SUBDIVISION OF A PORTION OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, BEAUMONT, CALIFORNIA, AS SHOWN ON THE MAP FILED IN BOOK 102, PAGES 50 THROUGH 63 OF RECORDS OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING TRACT NO. 31468-6, AND BEING MORE PARTICULARLY BEING AS SHOWN ON THE MAP FILED IN BOOK 102, PAGES 50 THROUGH 63 OF RECORDS OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING TRACT NO. 31468-6, AND BEING MORE PARTICULARLY BEING AS SHOWN ON THE MAP FILED IN BOOK 102, PAGES 50 THROUGH 63 OF RECORDS OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING TRACT NO. 31468-6.

LEVI D. COX, L.S. 7930

REF CONSULTING

DATE OF SURVEY: SEPTEMBER, 2005

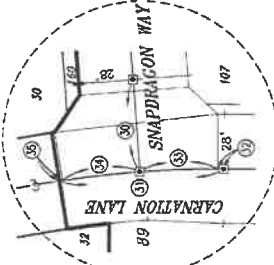
SHEET 2 OF 11 SHEETS



WITH (LAWYER'S) N 217°50.60' E 223.98.59' F 20.0155.292
 1" STAINLESS STEEL ROD IN LARGE DODGERS, UP TO 10' OF BRASS
 0.125" STAINLESS STEEL BRASS SET PER TRACT 31468-6.
 PER RS 102/99-65.

TRAK (BOMER DIVISION) N 117°50.60' E 223.98.59' F 20.0155.292
 5/8" STAINLESS STEEL SET PER TRACT 31468-6.
 BRASS CAP STAMPED L.S. 7930.
 BRASS CAP STAMPED L.S. 7930.
 PER RS 102/99-65.

NO.	BEARING/DELTA	RADIUS	LENGTH
1	N00°18'11"E	---	169.80'
2	N00°18'11"E	---	148.80'
3	N11°48'28"E	1000.00'	208.08'
4	N08°44'31"E	1000.00'	117.87'
5	N80°42'23"E	1500.00'	314.40'
6	N01°27'09"E	---	229.60'
7	N85°08'32"E	---	193.00'
8	N85°09'32"E	---	192.73'
9	N08°53'28"E	---	91.00'
10	N07°37'54"W	750.00'	122.33'
11	N00°27'17"E	---	364.02'
12	N00°27'17"E	---	29.20'
13	N00°59'17"E	650.00'	109.28'
14	N08°32'43"E	650.00'	25.18'
15	N00°27'17"E	---	275.73'
16	N85°27'18"W	---	198.16'
17	N85°27'18"W	---	205.75'
18	N00°32'42"E	---	208.75'
19	N00°32'42"E	---	200.75'
20	N89°27'18"W	---	200.75'
21	N89°27'18"W	---	200.75'
22	N00°32'42"E	---	200.75'
23	N00°32'42"E	---	200.75'
24	N00°32'42"E	---	200.75'
25	N89°27'18"W	---	200.75'
26	N89°27'18"W	---	200.75'
27	N89°27'18"W	---	165.04'
28	N87°16'31"W	500.00'	194.39'
29	N87°16'31"W	---	217.78'
30	N85°46'18"E	---	47.25'
31	N85°46'18"E	---	84.28'
32	N00°20'28"E	525.00'	3.13'
33	N00°20'28"E	525.00'	39.78'
34	N04°20'30"E	525.00'	39.78'
35	N04°20'30"E	525.00'	1.99'
36	N87°11'55"W	3500.00'	531.38'
37	N87°11'55"W	(267.02' x 108)	---
38	N01°50'50"W	---	200.00'



- MOMENT NOTES:**
- ▲ DODGERS 5/8" COPPER CLAD STEEL P.H.W. #1 1/2" BRASS CAP STAMPED L.S. 0108" IN ASPHALT, FLUSH, TO BE SET PER TRACT 30032-1, M.B. 321/45-54
 - ▲ DODGERS 5/8" COPPER CLAD STEEL P.H.W. #1 1/2" BRASS CAP STAMPED L.S. 7930", IN ASPHALT, FLUSH, TO BE SET PER TRACT 31468-1, M.B. 388/1-6
 - DODGERS 2" IRON PIPE & TAG L.S. 7930", IN THE GRASS OR IN ASPHALT OR ALLIED ROCK AND TAG L.S. 7930" IN CONCRETE, TO BE SET PER TRACT 31468-3, M.B. 388/72-65
 - DODGERS 5/8" COPPER CLAD STEEL P.H.W. #1 1/2" BRASS CAP STAMPED L.S. 7930", IN ASPHALT, FLUSH, TO BE SET PER TRACT 31468-3, M.B. 388/72-65
 - DODGERS 5/8" COPPER CLAD STEEL P.H.W. #1 1/2" BRASS CAP STAMPED L.S. 7930", IN ASPHALT, FLUSH, TO BE SET PER TRACT 31468-5, M.B. 414/74-65
 - DODGERS FOUND WORKMAN AS NOTED AND REFERENCED BELOW:
 - 1 3/4" IRON PIPE #1 MAIL & TAG ILLEGIBLE, DN. 0.1" IN LIEU OF 1" IRON PIPE PER P.M.B. 107/45-46 ACCEPTED AS THE CENTERLINE INTERSECTION OF XENIA AVENUE AND 8TH STREET.
 - 2 1/2" IRON PIPE, OPEN, DN. 0.6", IN LIEU OF 1/2" IRON PIPE TAGGED L.S. 1433" FOR S.R. COR. LOT 7 BLOCK 1, SUBDIVISION OF SECTION 11, M.B. 9/10 S.B. CO.
 - 3 1/2" IRON PIPE #1 MAIL & TAG STAMPED L.S. 1433", DN. 0.5" FOR N.R. COR. LOT 7 BLOCK 1, SUBDIVISION OF SECTION 11, M.B. 9/10 S.B. CO.
 - 4 1" IRON PIPE #1 PLASTIC FLAG, ILLEGIBLE, DN. 0.4" IN LIEU OF 1" IRON PIPE STAMPED L.S. 2801" PER P.M.B. 107/45-46 ACCEPTED AS THE CENTERLINE INTERSECTION OF AMERICAN AVENUE AND 8TH STREET.
 - 5 1" IRON PIPE #1 PLASTIC FLAG, ILLEGIBLE, DN. 1.8" ACCEPTED AS THE SW COR. SEC. 2 PER P.M.B. 86/68
 - 6 1" IRON PIPE #1 IN CONCRETE, NO TAG, DN. 0.6", PER TRACT NO. 30032-1, M.B. 321/45-54, ACCEPTED AS S 1/4 COR., SEC. 35, T.2S., R.1W., S.B.M. SET TAG L.S. 7930"
 - 7 1" IRON PIPE, NO TAG, DN. 1.7", PER TRACT NO. 30032-1, M.B. 321/45-54, ACCEPTED AS S 1/4 COR., SEC. 35, T.2S., R.1W., S.B.M. SET TAG L.S. 7930"

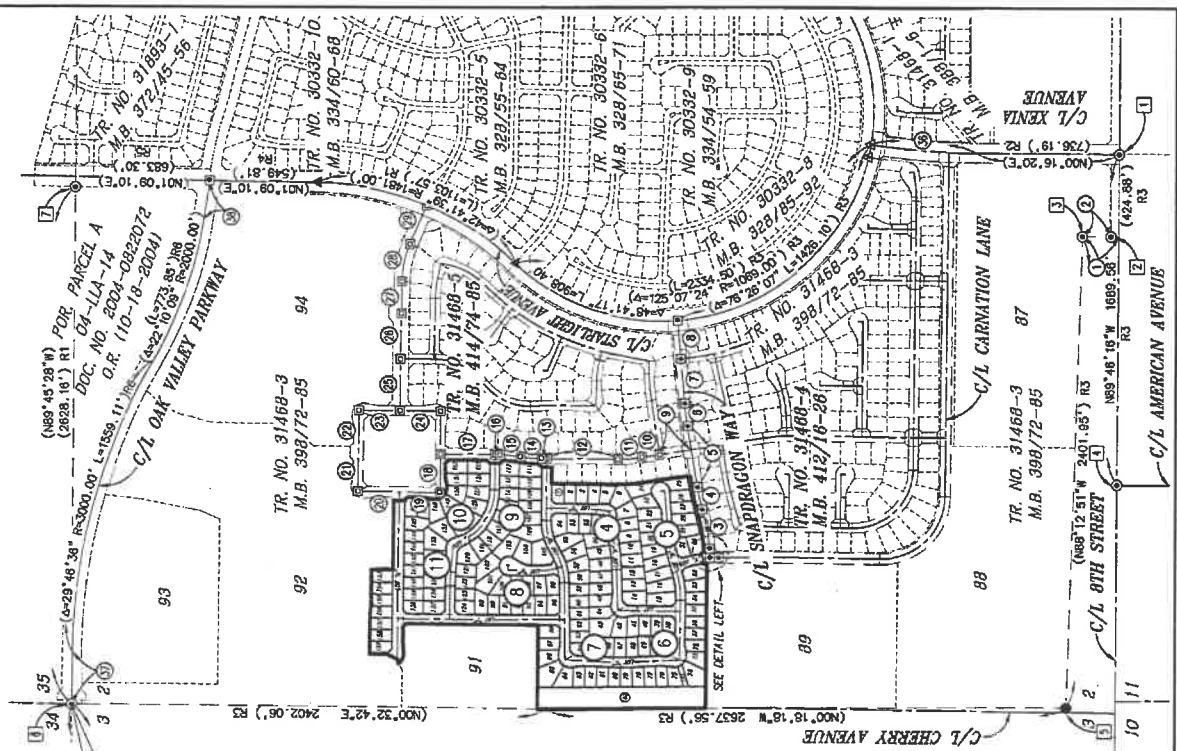
BOUNDARY CONTROL AND SHEET INDEX.

① DENOTES SHEET NUMBER

NOTE
 SEE SHEET J FOR VICINITY MAP, EASEMENT NOTES AND SURVEYOR'S NOTES.

BASIS OF BEARINGS NOTE.

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (POSITIONS PER NATIONAL GEODETIC SURVEY, MAR83, EPOCH 1985.5) AS SHOWN ON THE MAP FILED IN BOOK 102, PAGES 50 THROUGH 63 OF RECORDS OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING TRACT NO. 31468-6, AND BEING MORE PARTICULARLY BEING AS SHOWN ON THE MAP FILED IN BOOK 102, PAGES 50 THROUGH 63 OF RECORDS OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING TRACT NO. 31468-6, AND BEING MORE PARTICULARLY BEING AS SHOWN ON THE MAP FILED IN BOOK 102, PAGES 50 THROUGH 63 OF RECORDS OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING TRACT NO. 31468-6.



CITY 4183

SHEET 3 OF 11 SHEETS

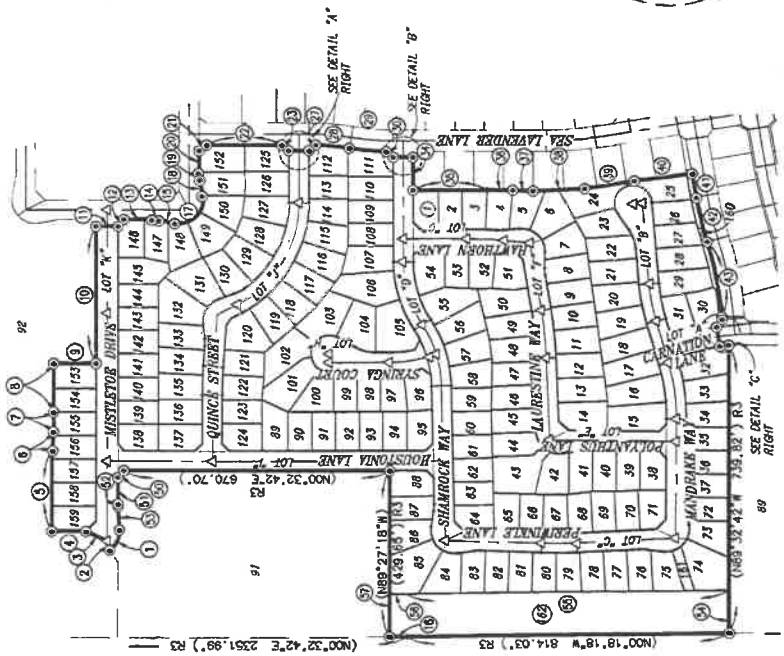
IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 31468-6

BEING A SUBDIVISION OF A PORTION OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 1, WEST, SAN BERNARDINO MERIDIAN, BEAUMONT, CALIFORNIA, PARTICULARLY BEING ALL OF LOT 50 OF TRACT NO. 31468-3, FILED IN BOOK 358, PAGES 72 THROUGH 85, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

DATE OF SURVEY: SEPTEMBER, 2005

LEVI D. COX, L.S. 7930



NO.	BEARING/Delta	RADIUS	LENGTH
1	(S8°13'35" E)	(60.00')	(60.97') R3
2	(N75°00'47" E)	(24.88')	(24.88') R3
3	(N25°47'53" E)	(58.60')	(58.60') R3
4	(N00°32'42" E)	(68.29')	(68.29') R3
5	(N89°27'18" W)	(208.01')	(208.01') R3
6	(N83°12'35" E)	(45.14')	(45.14') R3
7	(N88°27'18" W)	(124.00')	(124.00') R3
8	(N00°32'42" E)	(107.00')	(107.00') R3
9	(N89°27'18" W)	(354.96')	(354.96') R3
10	(N00°32'42" E)	(56.00')	(56.00') R3
11	(N89°27'18" W)	(23.43')	(23.43') R3
12	(N00°32'42" E)	(68.66')	(68.66') R3
13	(N00°32'42" E)	(18.13')	(18.13') R3
14	(N10°23'18" W)	(40.91')	(40.91') R3
15	(N00°32'42" E)	(43.68')	(43.68') R3
16	(N00°32'42" E)	(60.00')	(60.00') R3
17	(N00°32'42" E)	(118.01')	(118.01') R3
18	(N00°32'42" E)	(10.91')	(10.91') R3
19	(N10°23'18" W)	(8.14')	(8.14') R3
20	(N89°27'18" W)	(23.41')	(23.41') R3
21	(N00°32'42" E)	(169.80')	(169.80') R3
22	(N00°27'17" E)	(23.43')	(23.43') R3
23	(N00°27'17" E)	(25.00')	(25.00') R3
24	(N00°27'17" E)	(25.00')	(25.00') R3
25	(N89°32'43" W)	(0.26')	(0.26') R3
26	(N00°27'17" E)	(23.77')	(23.77') R3
27	(N35°39'35" W)	(85.37')	(85.37') R3
28	(N07°51'50" E)	(922.00')	(922.00') R3
29	(N07°51'50" E)	(978.00')	(978.00') R3
30	(N00°51'39" E)	(23.15')	(23.15') R3
31	(N00°51'39" E)	(20.33')	(20.33') R3
32	(N00°51'39" E)	(25.00')	(25.00') R3
33	(N89°27'17" E)	(65.00')	(65.00') R3
34	(N89°32'43" W)	(188.91')	(188.91') R3
35	(N00°27'17" E)	(84.29')	(84.29') R3
36	(N00°46'14" E)	(51.65')	(51.65') R3
37	(N02°55'47" E)	(131.33')	(131.33') R3
38	(N02°22'47" W)	(127.01')	(127.01') R3
39	(N05°56'42" W)	(146.82')	(146.82') R3
40	(N05°56'42" W)	(1028.00')	(1028.00') R3
41	(N05°56'42" W)	(1200.31')	(1200.31') R3
42	(N05°56'42" W)	(972.00')	(972.00') R3
43	(N85°46'18" E)	(22.54')	(22.54') R3
44	(N87°00'02" W)	(50.00')	(50.00') R3
45	(N81°15'23" E)	INTENTIONALLY DELETED	
46	(N81°15'23" E)	INTENTIONALLY DELETED	
47	(N81°15'23" E)	INTENTIONALLY DELETED	
48	(N81°15'23" E)	INTENTIONALLY DELETED	
49	(N81°15'23" E)	INTENTIONALLY DELETED	
50	(N81°15'23" E)	INTENTIONALLY DELETED	
51	(N81°15'23" E)	INTENTIONALLY DELETED	
52	(N81°15'23" E)	INTENTIONALLY DELETED	
53	(N81°15'23" E)	INTENTIONALLY DELETED	
54	(N81°15'23" E)	INTENTIONALLY DELETED	
55	(N81°15'23" E)	INTENTIONALLY DELETED	
56	(N81°15'23" E)	INTENTIONALLY DELETED	
57	(N81°15'23" E)	INTENTIONALLY DELETED	

EASEMENT NOTES.
 INDICATES AN EASEMENT IN FAVOR OF THE CITY OF BEAUMONT FOR PUBLIC UTILITY PURPOSES AND THE MAINTENANCE THEREOF, AS DESIGNATED HEREIN.

SURVEYOR'S NOTES.
 1. () = RECORD DATA
 2. R1 = DENOTES RECORD DATA PER TRACT NO. 30332-1, RECORDED IN MAP BOOK 371, PAGE 45 THROUGH 54, OF OFFICIAL RECORDS, COUNTY OF RIVERSIDE.
 3. R2 = DENOTES RECORD DATA PER TRACT NO. 31468-1, RECORDED IN MAP BOOK 388, PAGE 1 THROUGH 6, OF OFFICIAL RECORDS, COUNTY OF RIVERSIDE.
 4. R3 = DENOTES RECORD DATA PER TRACT NO. 31468-3, RECORDED IN MAP BOOK 388, PAGE 72 THROUGH 85, OF OFFICIAL RECORDS, COUNTY OF RIVERSIDE.
 5. R4 = DENOTES RECORD DATA PER TRACT NO. 30332-10, RECORDED IN MAP BOOK 334, PAGE 60 THROUGH 69, OF OFFICIAL RECORDS, COUNTY OF RIVERSIDE.
 6. R5 = DENOTES RECORD DATA PER TRACT NO. 31893-1, RECORDED IN MAP BOOK 372, PAGE 45 THROUGH 56, OF OFFICIAL RECORDS, COUNTY OF RIVERSIDE.
 7. R6 = DENOTES RECORD DATA PER GRANT DEED REC 9/1/2003 AS INST. #2003-0311006.
 8. (R) = DENOTES RADIAL BEARING
 9. ALL MONUMENTS SHOWN AS SET WILL BE SET WITHIN ONE YEAR AFTER THE ACCEPTANCE OF IMPROVEMENTS BY CITY COUNCIL.
 10. ALL SET MONUMENTS WILL BE SET PER RIVERSIDE COUNTY STANDARDS.
 11. SET 1" IRON PIPE TAGGED 7.5" IN GROUND, FLUSH, OR A LEAD, TAG AND TAG 7.5" 7930", IN CONCRETE AT ALL LOT CORNERS EXCEPT LOT CORNERS THAT ADJACENT TO A STREET WHICH WILL BE MARKED ON AN OFFSET INSIDE STREET RIGHT-OF-WAY ON SIDELINES PRODUCED, IN TOP OF CURB, UNLESS OTHERWISE NOTED. (NO MONUMENTS WILL BE SET FOR CORNER CORPUS, B.C.S., E.C.S., P.C.C.'S OR P.R.C.'S THAT ADJACENT TO A STREET WHICH ARE NOT LOT CORNERS MARKING SIDELINES, UNLESS OTHERWISE NOTED.)
 INDICATES SET 1/8" COPPER CLAD STEEL PIN 9/16"-1/2" BRASS CAP STAMPED 7.5" 7930", IN ASPHALT, FLUSH, (RIVERSIDE COUNTY STD. 903, TYPE 'B' MONUMENT.)
 INDICATES SET 2" IRON PIPE & TAG 7.5" 7930", FLUSH, IN THE GROUND OR IN ASPHALT, OR A LEAD, THICK AND TAG 7.5" 7930" IN CONCRETE.

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

CITY: 4184

SHEET 4 OF 11 SHEETS

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

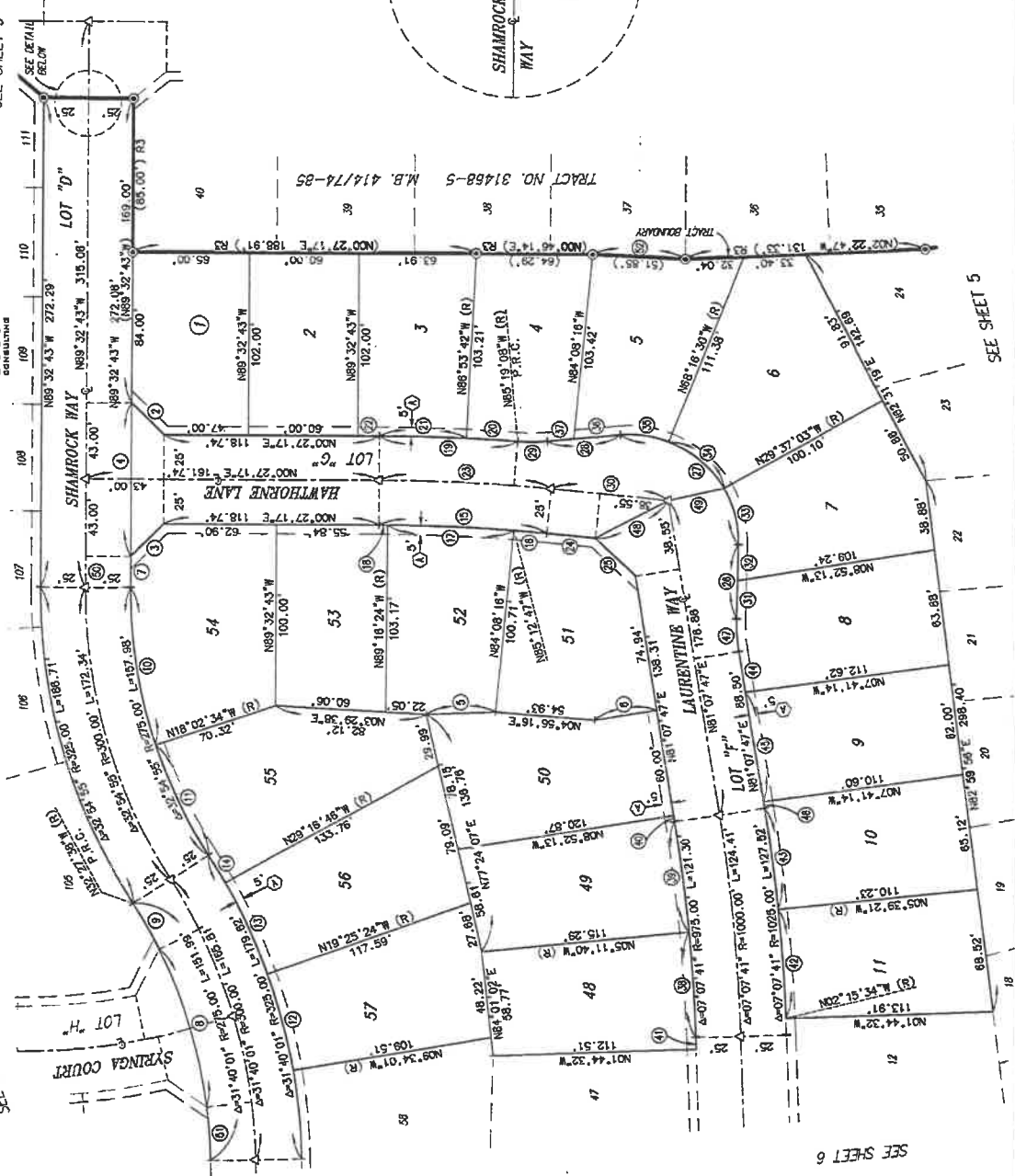
TRACT NO. 31468-6

BEING A SUBDIVISION OF A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, CALIFORNIA, AS SHOWN ON THE PLAT OF RECORD MAP NO. 414/74-85, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INCLUSIVE, OF ALPS, IN THE OFFICE OF THE COUNTY RECORDER, OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

LEVI D. COV, L.S. 7930

RBF
CONSULTING

DATE OF SURVEY: SEPTEMBER, 2005
SEE SHEET 9



NO.	BEARING/Delta	RADIUS	LENGTH
1	N 89° 32' 43" W	0.23	0.23
2	N 45° 27' 17" E	25.46'	25.46'
3	N 44° 32' 43" W	25.46'	25.46'
4	N 89° 32' 43" W	88.00'	88.00'
5	N 01° 30' 27" W	34.00'	34.00'
6	N 89° 32' 43" W	37.68'	37.68'
7	N 89° 32' 43" W	82.81'	82.81'
8	S 8° 25' 08" E	273.88'	273.88'
9	S 8° 08' 48" E	273.88'	273.88'
10	S 18° 29' 51" E	275.00'	275.00'
11	S 14° 25' 04" E	88.78'	88.78'
12	S 09° 51' 23" E	325.00'	325.00'
13	S 09° 51' 22" E	325.00'	325.00'
14	S 03° 10' 52" E	18.04'	18.04'
15	S 05° 24' 27" E	395.00'	395.00'
16	S 01° 04' 31" E	975.00'	975.00'
17	S 04° 03' 37" E	975.00'	975.00'
18	S 00° 16' 19" E	975.00'	975.00'
19	S 01° 14' 33" E	975.00'	975.00'
20	S 01° 14' 33" E	1025.00'	1025.00'
21	S 02° 39' 01" E	1025.00'	1025.00'
22	N 00° 27' 17" E	11.74'	11.74'
23	S 05° 24' 27" E	1000.00'	1000.00'
24	N 05° 51' 44" E	84.39'	84.39'
25	N 43° 29' 46" E	27.14'	27.14'
26	N 89° 28' 54" W	30.53'	30.53'
27	S 8° 14' 33" E	40.81'	40.81'
28	N 04° 43' 28" W	60.00'	60.00'
29	S 09° 24' 19" E	100.00'	100.00'
30	N 05° 51' 44" E	16.42'	16.42'
31	N 89° 28' 54" W	65.70'	65.70'
32	S 1° 08' 08" E	11.86'	11.86'
33	S 31° 08' 08" E	60.00'	60.00'
34	S 38° 39' 27" E	60.00'	60.00'
35	S 28° 28' 58" E	27.70'	27.70'
36	N 04° 43' 28" W	60.00'	60.00'
37	N 04° 43' 28" W	28.07'	28.07'
38	S 03° 27' 08" E	14.84'	14.84'
39	S 03° 40' 33" E	59.78'	59.78'
40	N 81° 07' 47" E	975.00'	975.00'
41	N 81° 07' 47" E	3.37'	3.37'
42	N 81° 07' 47" E	8.58'	8.58'
43	S 03° 23' 47" E	1025.00'	1025.00'
44	N 81° 07' 47" E	27.51'	27.51'
45	N 81° 07' 47" E	62.01'	62.01'
46	N 81° 07' 47" E	3.71'	3.71'
47	S 10° 23' 19" E	100.00'	100.00'
48	N 27° 08' 00" W	45.95'	45.95'
49	N 12° 30' 35" W	31.17'	31.17'
50	N 89° 32' 43" W	17.08'	17.08'
51	S 08° 14' 24" E	29.96'	29.96'
52	N 02° 55' 47" E	51.86'	51.86'
53	N 00° 27' 17" E	25.00'	25.00'
54	N 00° 27' 17" E	25.00'	25.00'

NOTE.

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

SEE SHEET 8

SEE SHEET 7

SEE SHEET 6

CITY: 418/5

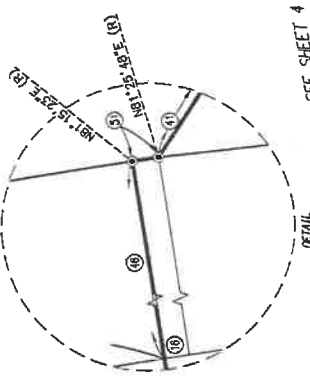
SHEET 5 OF 11 SHEETS

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

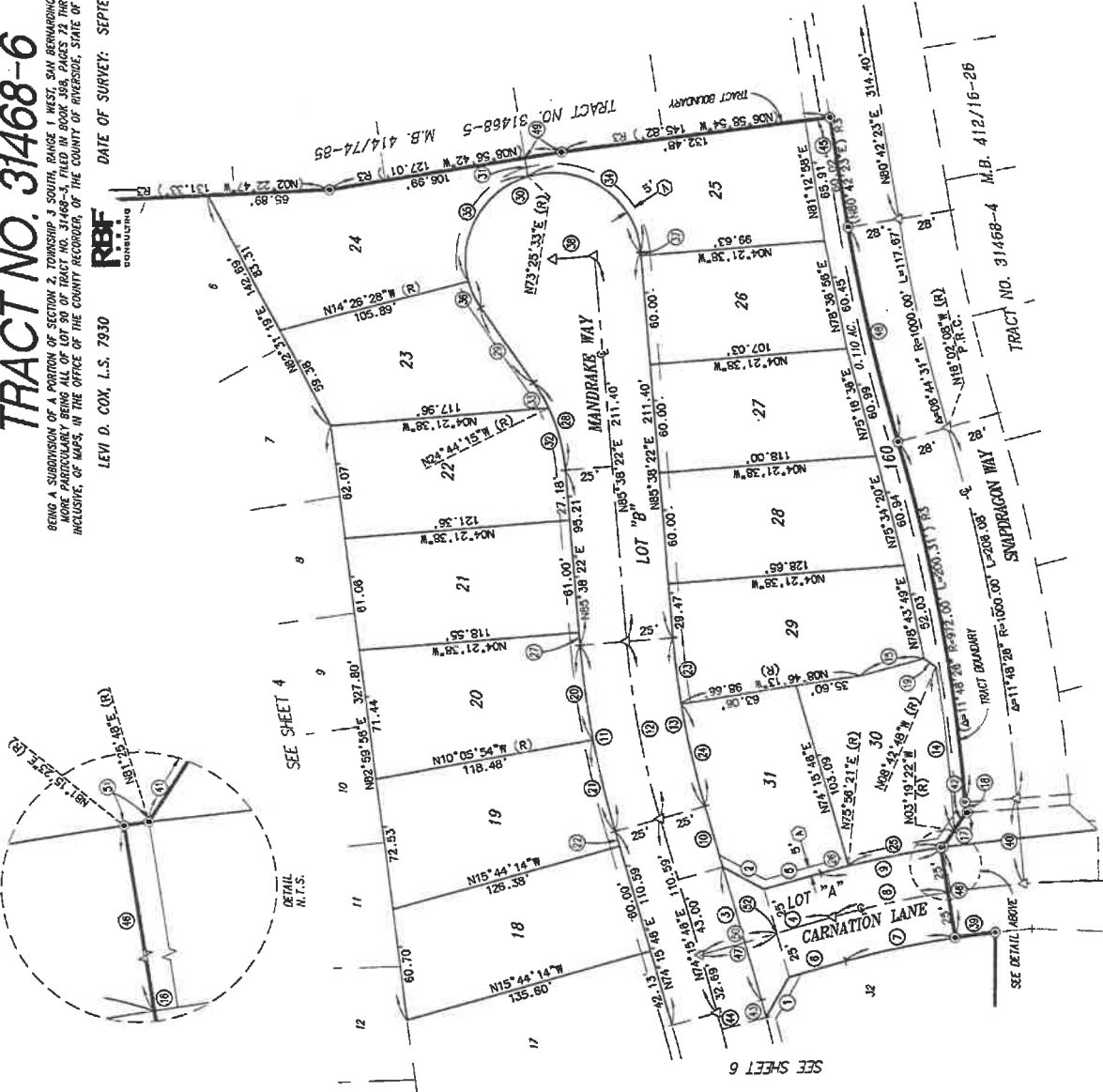
TRACT NO. 31468-6

BEING A SUBDIVISION OF A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, BEING PART OF THE BEAUMONT BOULEVARD TRACT, MAPS 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, THROUGH 55, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER, OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

DATE OF SURVEY: SEPTEMBER, 2005



STATION	BEARING/Delta	RADIUS	LENGTH
1	N60°11'37"W	---	25.21'
2	N29°19'46"E	---	23.46'
3	N74°15'48"E	---	75.86'
4	N15°44'14"W	---	75.01'
5	N15°44'14"W	---	32.01'
6	N15°44'14"W	---	32.11'
7	05°59'37"	500.00'	61.03'
8	05°59'37"	525.00'	64.09'
9	07°10'02"	500.00'	68.60'
10	N74°15'48"E	---	34.89'
11	11°22'38"	525.00'	104.24'
12	11°22'38"	500.00'	99.28'
13	11°22'38"	475.00'	94.32'
14	05°23'28"	865.00'	90.79'
15	05°23'28"	815.00'	86.26'
16	N87°00'02"W	525.00'	(1.59') R3
17	N87°00'02"W	---	(22.54') R3
18	N85°48'18"E	---	(5.88') R3
19	N35°19'41"E	---	7.69'
20	05°44'18"	525.00'	52.59'
21	05°38'20"	525.00'	51.87'
22	N74°15'48"E	---	8.48'
23	04°24'35"	475.00'	38.59'
24	06°58'01"	475.00'	57.76'
25	09°28'27"	550.00'	52.71'
26	01°40'35"	550.00'	19.09'
27	N85°38'22"E	100.00'	7.02'
28	N85°38'22"E	100.00'	6.79'
29	N85°38'22"E	100.00'	50.00'
30	208°39'31"	47.00'	171.98'
31	N81°08'34"E	100.00'	10.23'
32	20°22'37"	100.00'	36.98'
33	09°18'54"	100.00'	16.20'
34	102°12'49"	47.00'	83.86'
35	87°52'01"	47.00'	72.08'
36	19°54'41"	47.00'	16.09'
37	N85°38'22"E	---	1.82'
38	N04°21'38"W	500.00'	(21.95') R3
39	N04°21'38"W	---	(10.77') R3
40	N04°21'38"W	---	(11.77') R3
41	N67°00'02"W	---	(11.77') R3
42	N67°00'02"W	---	9.98'
43	01°05'15"	525.00'	9.49'
44	01°05'15"	500.00'	9.49'
45	S08°58'54"E	---	13.34'
46	(N 81°15'23" E)	---	(60.00') R3
47	N 15°44'14" W	---	42.90'
48	(08°44'31" E)	1068.00'	(120.97') R3
49	N 08°56'42" W	---	20.02'
50	N 15°44'14" W	---	43.00'
51	00°10'25"	550.00'	1.07'
52	N 15°44'14" W	---	0.10'



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

CITY: 418
6

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT NO. 31468-6

BEING A SUBDIVISION OF A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, S. 1466-3, FILED IN BOOK 389, PAGES 22 THROUGH 85, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER, OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

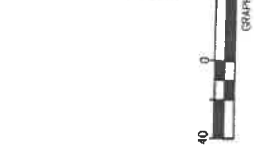
LEVI D. COX, L.S. 7830
RBF
CONSULTING

DATE OF SURVEY: SEPTEMBER, 2005

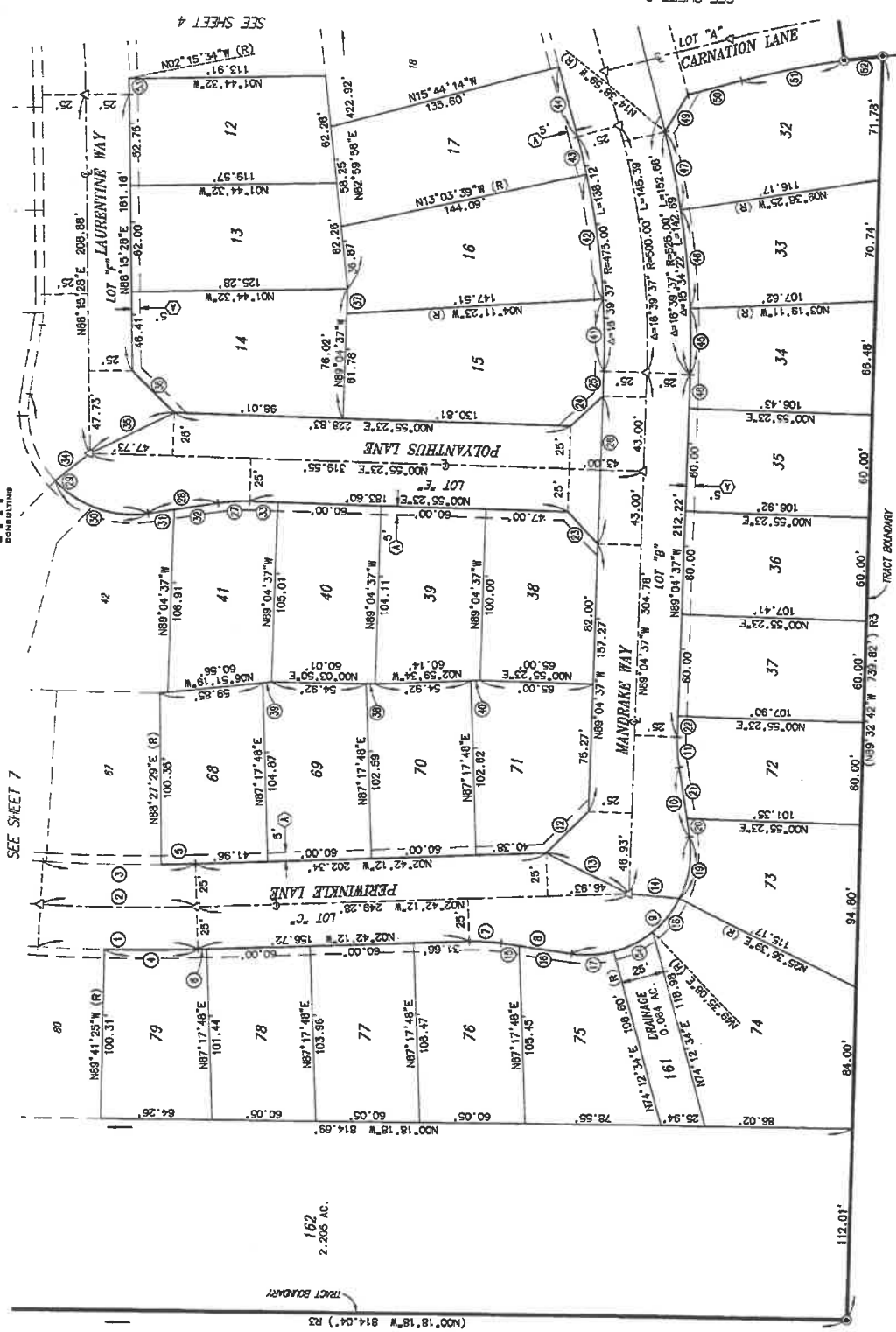
SEE SHEET 7

SHEET 6 OF 11 SHEETS

SCALE 1"=40'



NO.	BEARING/Delta	RADIUS	LENGTH
1	05° 08' 23"	1025.00	91.99
2	05° 08' 29"	1000.00	89.71
3	05° 08' 29"	975.00	87.47
4	05° 00' 47"	1025.00	53.90
5	02° 32' 19"	975.00	19.78
6	10° 23' 10"	100.00	3.08
7	107° 03' 04"	60.00	12.21
8	107° 03' 04"	60.00	12.21
9	107° 03' 04"	60.00	12.21
10	107° 03' 04"	60.00	12.21
11	10° 23' 19"	100.00	18.13
12	145° 53' 25"	34.22	34.22
13	02° 20' 28"	83.17	29.58
14	107° 41' 07"	10.48	10.48
15	107° 41' 07"	10.48	10.48
16	107° 41' 07"	10.48	10.48
17	23° 28' 27"	30.43	30.43
18	23° 28' 27"	30.43	30.43
19	35° 04' 35"	60.00	24.58
20	35° 04' 35"	60.00	24.58
21	35° 04' 35"	60.00	24.58
22	35° 04' 35"	60.00	24.58
23	35° 04' 35"	60.00	24.58
24	35° 04' 35"	60.00	24.58
25	35° 04' 35"	60.00	24.58
26	35° 04' 35"	60.00	24.58
27	35° 04' 35"	60.00	24.58
28	35° 04' 35"	60.00	24.58
29	35° 04' 35"	60.00	24.58
30	35° 04' 35"	60.00	24.58
31	35° 04' 35"	60.00	24.58
32	35° 04' 35"	60.00	24.58
33	35° 04' 35"	60.00	24.58
34	35° 04' 35"	60.00	24.58
35	35° 04' 35"	60.00	24.58
36	35° 04' 35"	60.00	24.58
37	35° 04' 35"	60.00	24.58
38	35° 04' 35"	60.00	24.58
39	35° 04' 35"	60.00	24.58
40	35° 04' 35"	60.00	24.58
41	35° 04' 35"	60.00	24.58
42	35° 04' 35"	60.00	24.58
43	35° 04' 35"	60.00	24.58
44	35° 04' 35"	60.00	24.58
45	35° 04' 35"	60.00	24.58
46	35° 04' 35"	60.00	24.58
47	35° 04' 35"	60.00	24.58
48	35° 04' 35"	60.00	24.58
49	35° 04' 35"	60.00	24.58
50	35° 04' 35"	60.00	24.58
51	35° 04' 35"	60.00	24.58
52	35° 04' 35"	60.00	24.58
53	35° 04' 35"	60.00	24.58
54	35° 04' 35"	60.00	24.58



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

TR. NO. 31468-3
M.B. 389/72-85

CITY 4187

SHEET 7 OF 11 SHEETS

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT NO. 31468-6

BEING A SUBDIVISION OF A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, MAPS 14646-14648, BEAUMONT, CALIFORNIA, AS SHOWN ON PLAT 172, BEAUMONT, CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

DATE OF SURVEY: SEPTEMBER, 2005

RRF
 CONSULTING

LEVI D. COX, L.S. 7930

91

TR. NO. 31468-3
 M.B. 389/72-85

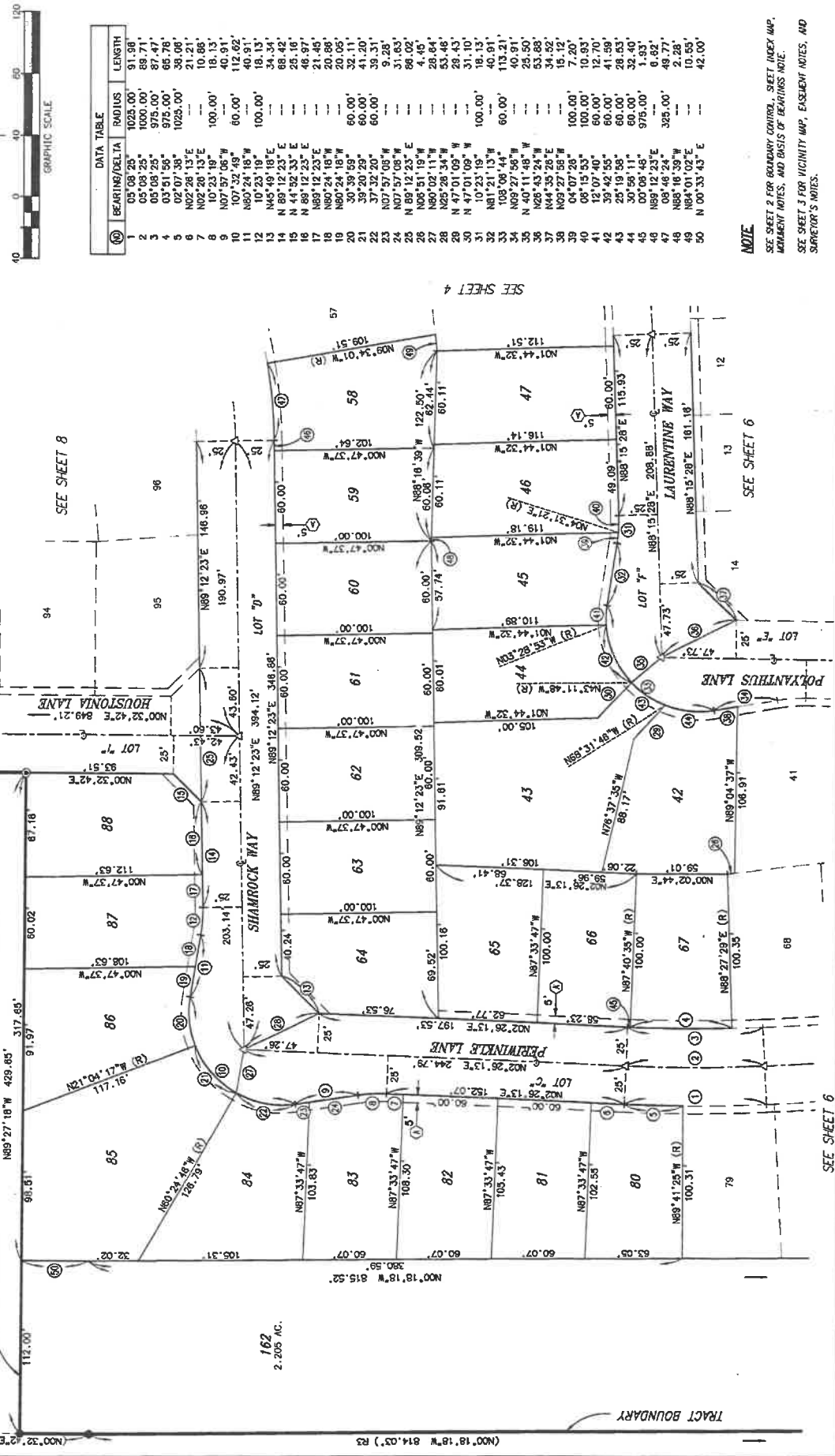
SEE SHEET 3

SEE SHEET 8

SEE SHEET 4

SEE SHEET 6

SEE SHEET 6



NO.	BEARING/DELTA	RADIUS	LENGTH
1	03° 08' 25"	1025.00'	91.96'
2	03° 08' 25"	975.00'	87.47'
3	03° 08' 25"	975.00'	87.47'
4	03° 08' 25"	975.00'	87.47'
5	02° 07' 38"	1025.00'	88.08'
6	N02° 26' 13"E	---	21.21'
7	N02° 26' 13"E	---	10.86'
8	10° 23' 19"	100.00'	18.13'
9	N07° 57' 06"W	60.00'	40.91'
10	N07° 57' 06"W	60.00'	40.91'
11	N80° 24' 18"W	100.00'	112.62'
12	10° 23' 19"	---	18.13'
13	N80° 24' 18"W	---	84.38'
14	N80° 24' 18"W	---	84.38'
15	N 44° 32' 33"E	---	95.16'
16	N 44° 32' 33"E	---	48.97'
17	N89° 12' 23"E	---	21.46'
18	N80° 24' 18"W	---	20.86'
19	N80° 24' 18"W	---	20.05'
20	30° 39' 59"	60.00'	32.11'
21	39° 20' 29"	60.00'	41.20'
22	37° 32' 20"	60.00'	39.31'
23	N07° 57' 06"W	---	9.28'
24	N07° 57' 06"W	---	31.65'
25	N 89° 12' 23"E	---	94.02'
26	N89° 12' 23"E	---	28.84'
27	N89° 12' 23"E	---	28.84'
28	N29° 28' 34"W	---	53.48'
29	N 47° 01' 09"W	---	29.43'
30	N 47° 01' 09"W	---	31.10'
31	10° 23' 19"	100.00'	18.13'
32	N81° 21' 13"W	60.00'	40.91'
33	108° 06' 44"	---	113.21'
34	N09° 27' 56"W	---	40.91'
35	N 40° 11' 48"W	---	29.50'
36	N26° 43' 24"W	---	53.88'
37	N44° 35' 28"E	---	34.52'
38	N09° 27' 56"W	---	19.02'
39	08° 15' 53"	100.00'	10.93'
40	08° 15' 53"	100.00'	10.93'
41	12° 07' 40"	60.00'	12.70'
42	39° 42' 55"	60.00'	41.59'
43	25° 19' 58"	60.00'	28.53'
44	30° 56' 11"	60.00'	32.40'
45	00° 06' 48"	975.00'	1.93'
46	N89° 12' 23"E	---	0.82'
47	08° 46' 24"	395.00'	48.77'
48	N88° 16' 39"W	---	2.28'
49	N84° 01' 02"E	---	10.55'
50	N 00° 33' 43"E	---	42.00'

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

CITY 4188

SHEET 8 OF 11 SHEETS

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

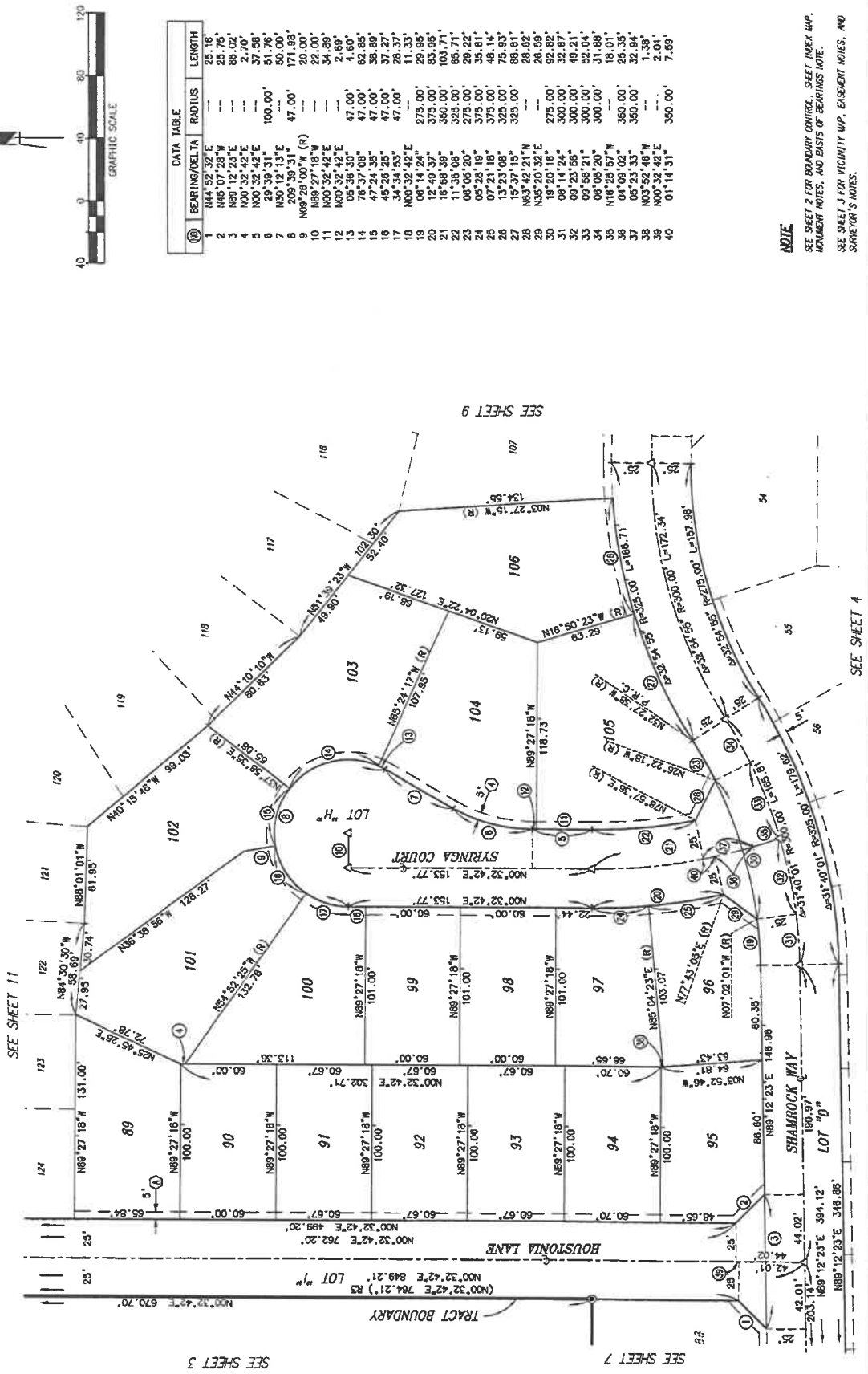
TRACT NO. 31468-6

BEING A SUBDIVISION OF A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY BEING ALL OF SAID SECTION 2, AS SHOWN AND RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

DATE OF SURVEY: SEPTEMBER, 2005

LEVI D. COX, L.S. 7930

REF CONSULTING



⑩	BEARINGS/DELTA	RAIUS	LENGTH
1	N44°52'32"E	---	25.18'
2	N45°07'28"W	---	25.75'
3	N89°12'23"E	---	88.02'
4	N00°32'42"E	---	2.70'
5	N00°32'42"E	---	37.58'
6	N00°32'42"E	100.00'	71.00'
7	N50°12'11"E	---	80.00'
8	S09°30'31"	47.00'	171.88'
9	N69°28'00"W (R)	---	20.00'
10	N69°27'18"W	---	22.00'
11	N00°32'42"E	34.89'	34.89'
12	N00°32'42"E	---	2.89'
13	05°38'30"	47.00'	4.60'
14	76°37'08"	47.00'	62.85'
15	47°24'35"	47.00'	38.89'
16	45°20'25"	47.00'	37.27'
17	N00°32'42"E	47.00'	16.31'
18	N00°32'42"E	---	16.31'
19	N05°14'24"	275.00'	29.95'
20	N12°49'37"	375.00'	83.95'
21	N15°58'39"	350.00'	103.71'
22	N11°35'08"	325.00'	65.71'
23	05°05'20"	275.00'	29.22'
24	05°28'19"	375.00'	35.81'
25	07°21'18"	375.00'	48.14'
26	N13°23'08"	325.00'	75.93'
27	N15°37'15"	325.00'	88.61'
28	N33°42'21"W	---	28.82'
29	N35°20'32"E	---	28.59'
30	N00°32'42"E	---	32.87'
31	N08°14'29"	300.00'	32.87'
32	09°23'56"	300.00'	49.21'
33	09°56'21"	300.00'	52.64'
34	08°05'20"	300.00'	31.88'
35	N18°25'57"W	350.00'	18.01'
36	04°09'02"	350.00'	25.35'
37	05°23'33"	350.00'	32.94'
38	N03°52'46"W	---	1.38'
39	N00°32'42"E	---	2.01'
40	01°14'31"	350.00'	7.69'

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

SEE SHEET 11

SEE SHEET 3

SEE SHEET 7

SEE SHEET 9

SEE SHEET 4

CITY 4189

SHEET 9 OF 11 SHEETS

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

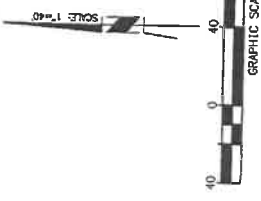
TRACT NO. 31468-6

BEING A SUBDIVISION OF A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY BEING ALL OF AND PART OF MAP NO. 31468-3, FILED IN BOOK 389, PAGES 72 THROUGH 85, INCLUDING, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER, OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

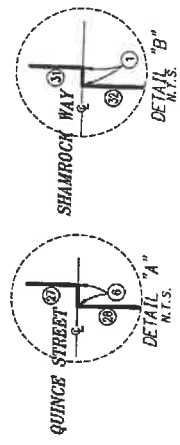
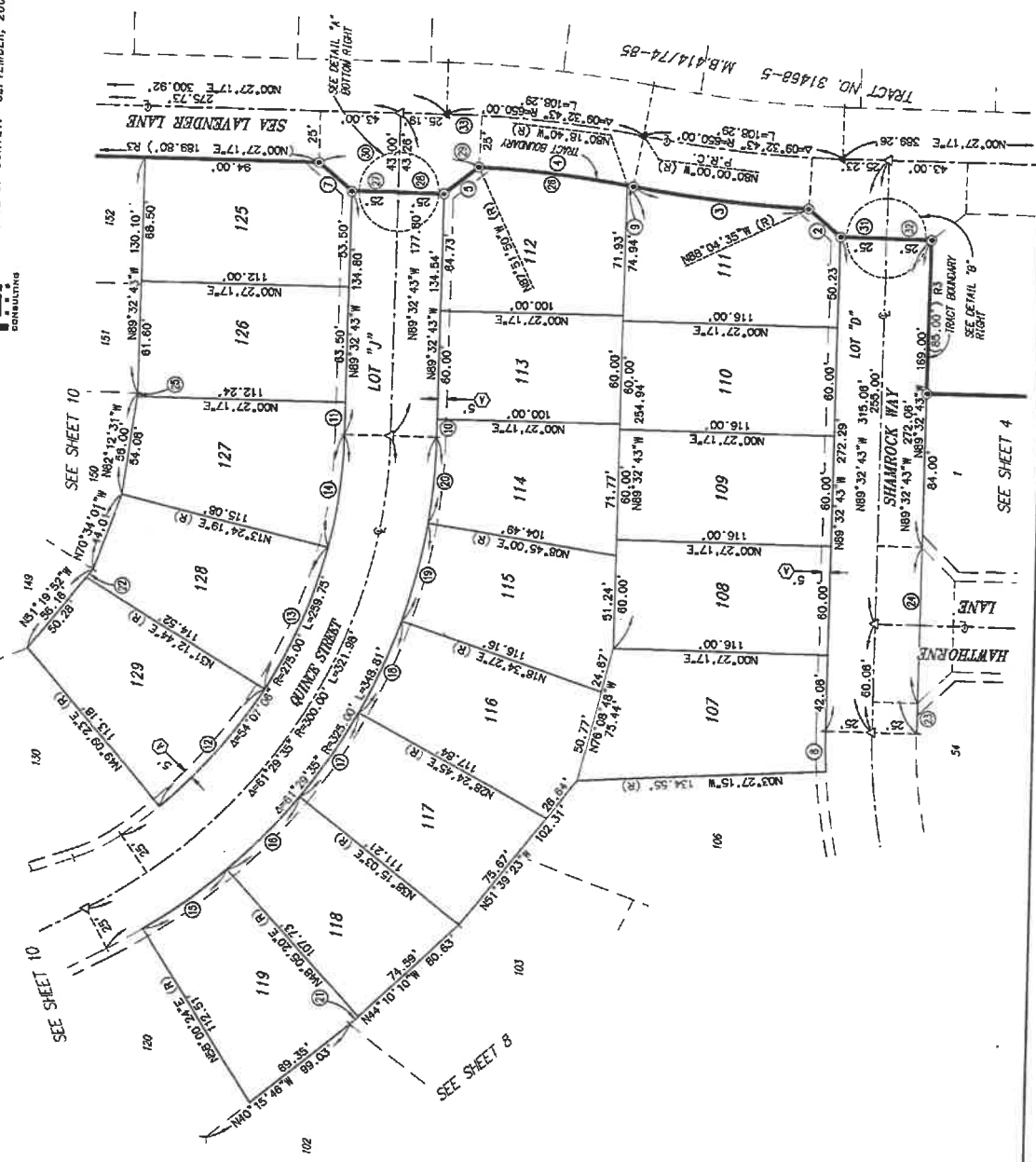
LEVI D. COX, L.S. 7930

RBF
CONSULTING

DATE OF SURVEY: SEPTEMBER, 2005



NO.	BEARINGS/Delta	RADIUS	LENGTH
1	N89°32'43"W	---	(0.23') R3
2	(N40°51'38"E)	---	(23.13') R3
3	(08°04'30")	678.00'	(66.97') R3
4	(07°51'50")	622.00'	(66.37') R3
5	(N89°39'35"W)	---	(23.77') R3
6	(N89°32'43"W)	---	(0.26') R3
7	(S40°15'37"E)	325.00'	(22.43') R3
8	(S0°18'41")	622.00'	22.17'
9	(N89°32'43"W)	---	(1.38') R3
10	(N89°32'43"W)	---	9.80'
11	(N89°32'43"W)	---	17.80'
12	(N89°32'43"W)	---	66.13'
13	(N89°32'43"W)	---	62.16'
14	(N89°32'43"W)	---	56.28'
15	(N89°32'43"W)	---	55.80'
16	(N89°32'43"W)	---	55.81'
17	(N89°32'43"W)	---	55.73'
18	(N89°32'43"W)	---	47.05'
19	(N89°32'43"W)	---	6.04'
20	(N89°32'43"W)	---	17.08'
21	(N89°32'43"W)	---	5.88'
22	(N89°32'43"W)	---	86.00'
23	(N89°32'43"W)	---	81.98'
24	(N89°32'43"W)	---	(25.00') R3
25	(N89°32'43"W)	---	(25.00') R3
26	(N89°32'43"W)	---	(25.00') R3
27	(N89°32'43"W)	---	(25.00') R3
28	(N89°32'43"W)	---	(25.00') R3
29	(N89°32'43"W)	---	(25.00') R3
30	(N89°32'43"W)	---	(25.00') R3
31	(N89°32'43"W)	---	(25.00') R3
32	(N89°32'43"W)	---	(25.00') R3
33	(N89°32'43"W)	---	(25.00') R3



NOTE.

SEE SHEET 2 FOR BOUNDARY CURVES, SHEET INDEX MAP, MONUMENT NOTES, AND BASIS OF BEARINGS NOTE.
SEE SHEET 3 FOR VICINITY MAP, EASEMENT NOTES, AND SHAREHOLDER'S NOTES.

CITY 4810

SHEET 10 OF 11 SHEETS

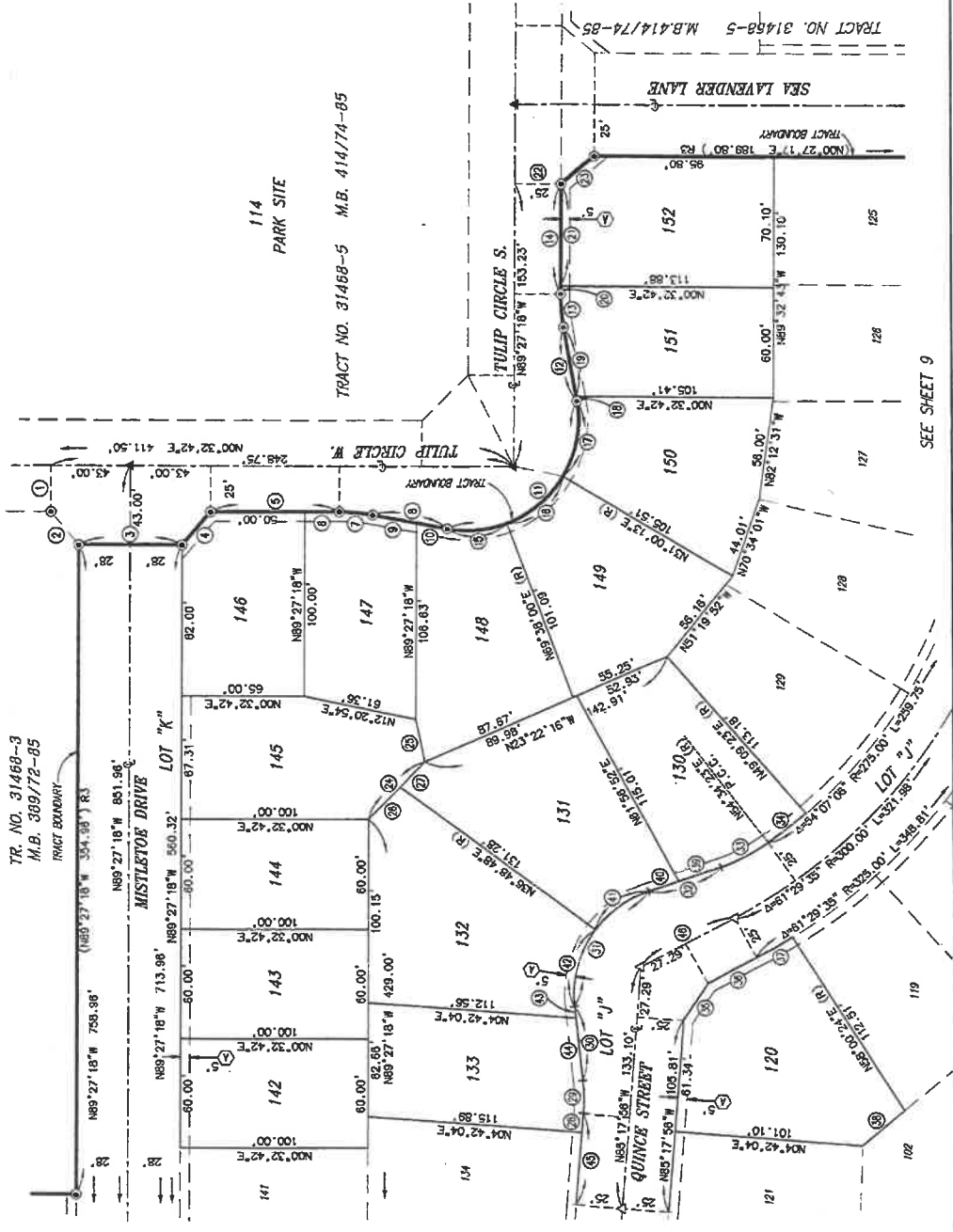
IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT NO. 31468-6

BEING A SUBDIVISION OF A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY BEING ALL OF LOT 30 OF TRACT NO. 31468-5, BEING IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INCLUDING OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

LEVI D. COX, L.S. 7930

DATE OF SURVEY: SEPTEMBER, 2005

92



SEE SHEET 11

SEE SHEET 9

NO	BEARING/Delta	RADIUS	LENGTH
1	N89°27'18"W	---	25.00'
2	N50°44'22"E	---	23.43'
3	N 00°32'42"E	---	60.00'
4	(N49°38'58"W) R3	(23.43')	R3
5	(N00°32'42"E) R3	(60.66')	R3
6	N00°32'42"E	---	18.66'
7	(10°23'19") R3	100.00'	(18.13') R3
8	(10°58'01"E) R3	---	(40.91') R3
9	N10°58'01"E	---	23.76'
10	(110°48'38") R3	60.00'	(118.01') R3
11	(N89°09'23"E) R3	---	(40.91') R3
12	(10°23'19") R3	100.00'	(18.13') R3
13	(N89°27'18"W) R3	---	(59.14') R3
14	(N89°27'18"W) R3	---	(32.78') R3
15	31°18'02"	60.00'	40.45'
16	38°37'47"	60.00'	42.78'
17	40°50'50"	---	2.90'
18	N80°09'23"E	---	38.41'
19	N80°09'23"E	---	4.19'
20	N89°27'18"W	---	54.96'
21	N89°27'18"W	---	24.00'
22	(N89°17'51"W) R3	(23.43')	R3
23	(N89°17'51"W) R3	(23.43')	R3
24	N45°33'54"W	---	43.43'
25	N78°23'58"E	---	24.00'
26	N45°33'54"W	---	24.52'
27	N45°33'54"W	---	18.91'
28	N85°17'56"W	---	10.47'
29	10°23'19"	100.00'	18.13'
30	N84°18'45"E	---	40.91'
31	78°47'42"	60.00'	60.42'
32	N18°53'34"W	---	40.91'
33	16°52'03"	100.00'	28.00'
34	N58°40'30"W	270.00'	23.95'
35	N58°40'30"W	---	29.75'
36	N28°03'08"W	---	22.38'
37	03°58'28"	325.00'	29.68'
38	N40°15'48"W	---	23.78'
39	N18°53'34"W	---	17.13'
40	N18°53'34"W	80.00'	35.91'
41	34°17'38"	60.00'	44.51'
42	42°30'03"	---	6.33'
43	N84°18'45"E	---	34.98'
44	N84°18'45"E	---	50.36'
45	N85°17'56"W	---	57.04'
46	N28°03'08"W	---	---

NOTE

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

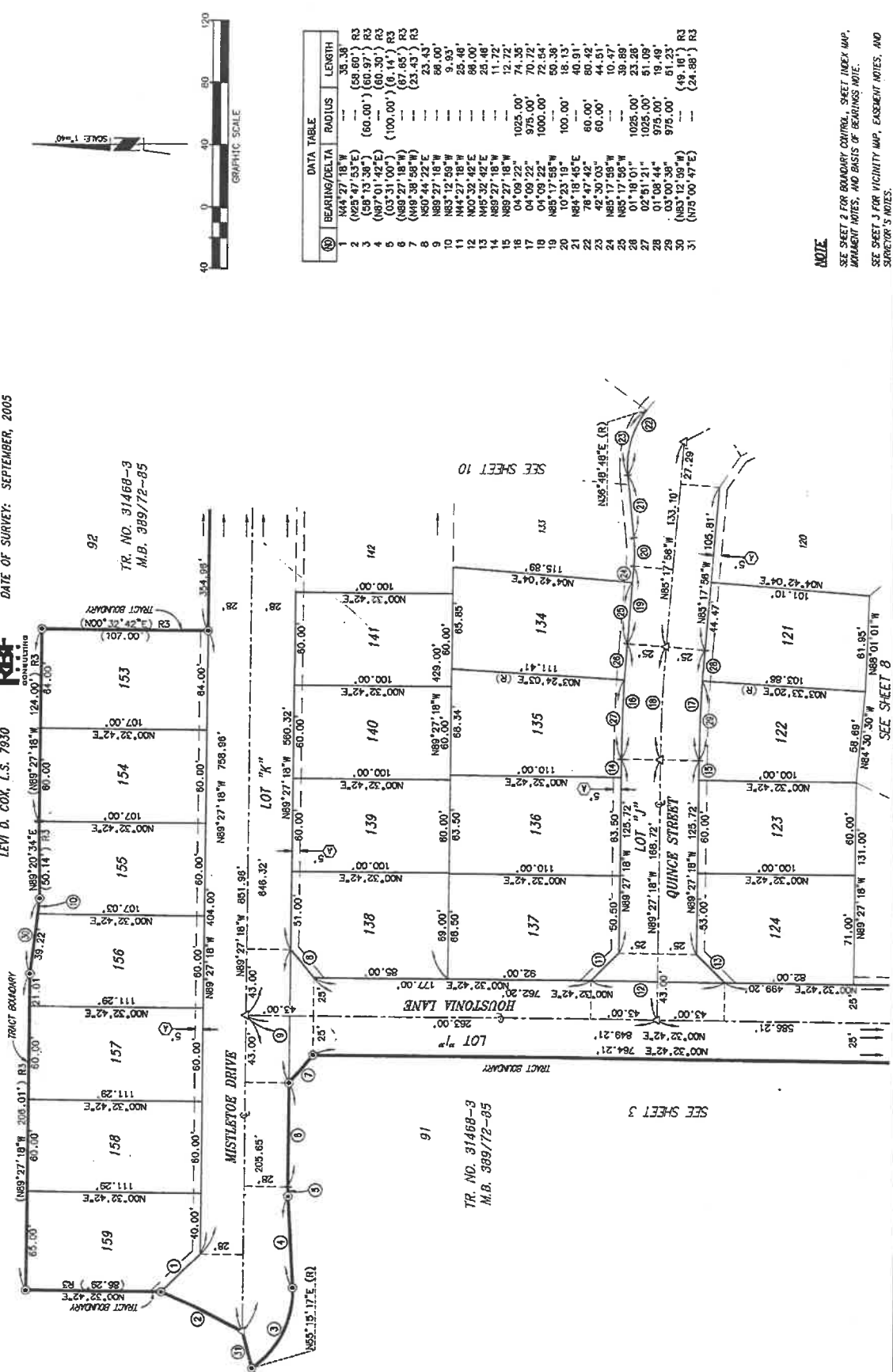
CITY 418
SHEET 11 OF 11 SHEETS

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT NO. 31468-6

BEING A SUBDIVISION OF A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, MONTE CALIBRE MAP, BEING MAP NO. 308, PAGES 72 THROUGH 85, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER, OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

LEVI D. COX, L.S. 7930
DATE OF SURVEY: SEPTEMBER, 2005

REF CONSULTING



NO.	BEARING/DELTA	RADIUS	LENGTH
1	N44°27'18\"	---	35.38'
2	(29°47'53\"	(60.00')	(58.60') R3
3	(59°15'38\"	(60.00')	(60.97') R3
4	(87°01'42\"	(60.00')	(60.30') R3
5	(93°11'00\"	(100.00')	(6.14') R3
6	(89°27'18\"	(100.00')	(7.45') R3
7	(89°27'18\"	(100.00')	(23.67') R3
8	(80°44'22\"	---	53.43'
9	(89°27'18\"	---	88.00'
10	(83°12'59\"	---	9.93'
11	(44°27'18\"	---	25.48'
12	(40°32'42\"	---	88.00'
13	(49°32'42\"	---	25.48'
14	(89°27'18\"	---	11.72'
15	(89°27'18\"	---	12.72'
16	(04°08'22\"	1025.00'	74.35'
17	(04°08'22\"	975.00'	70.72'
18	(89°27'18\"	1000.00'	62.58'
19	(89°27'18\"	100.00'	18.13'
20	(10°23'19\"	---	40.91'
21	(84°18'45\"	---	80.42'
22	(78°47'42\"	60.00'	44.51'
23	(42°30'03\"	60.00'	10.47'
24	(85°17'55\"	---	39.89'
25	(85°17'55\"	---	33.28'
26	(01°18'01\"	1025.00'	51.09'
27	(02°51'21\"	1025.00'	975.00'
28	(01°08'44\"	975.00'	81.23'
29	(02°50'39\"	---	(49.86') R3
30	(83°12'59\"	---	(24.88') R3
31	(83°12'59\"	---	(24.88') R3

NOTE:
SEE SHEET 2 FOR BOUNDARY COURSE, SHEET INDEX MAP, ADJACENT NOTES, AND BASIS OF BEARINGS NOTE.
SEE SHEET 3 FOR VICINITY MAP, EASEMENT NOTES, AND SURVEYOR'S NOTES.

2007-0242504 ORIGINAL 418/91

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

TRACT NO. 31468-8

SHEET 1 OF 12 SHEETS

THIS SUBDIVISION CONTAINS 158 NUMBERED LOTS 9 LETTERED STREET LOTS 168 LOTS TOTAL 32.92 ACRES GROSS

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION... WE HEREBY OFFER FOR DEDICATION TO THE CITY OF BEAUMONT FOR STREET AND PUBLIC UTILITY PURPOSES...

NO HOMES CONSTRUCTION

NO HOMES CONSTRUCTION, INC., A CALIFORNIA CORPORATION... WE HEREBY OFFER FOR DEDICATION TO THE CITY OF BEAUMONT FOR PUBLIC UTILITY PURPOSES...

ENGINEER'S STATEMENT

I HEREBY STATE THAT I AM A LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA AND THAT THIS MAP CONSISTING OF TWELVE (12) SHEETS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION...

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP... SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT NO. 31468...

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID TAXES...

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA... I, MICHAEL H. FREEMAN, JR., VICE PRESIDENT, LAND AND PLANNING...

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA... I, JAMES A. STEVENSON, VICE PRESIDENT, LAND AND PLANNING...

RECORDER'S STATEMENT

FILED THIS 11th DAY OF April, 2007 AT 8:44 P.M. IN BOOK 518 OF MAPS AT PAGES 11-12... AT THE REQUEST OF THE CITY OF BEAUMONT...

RECEIVER'S STATEMENT

I HEREBY STATE THAT I AM A LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA AND THAT THIS MAP CONSISTING OF TWELVE (12) SHEETS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION...

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP... SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT NO. 31468...

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID TAXES...

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA... I, MICHAEL H. FREEMAN, JR., VICE PRESIDENT, LAND AND PLANNING...

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA... I, JAMES A. STEVENSON, VICE PRESIDENT, LAND AND PLANNING...

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA... I, JAMES A. STEVENSON, VICE PRESIDENT, LAND AND PLANNING...

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA... I, JAMES A. STEVENSON, VICE PRESIDENT, LAND AND PLANNING...



Signature of Michael H. Freeman, Jr., Vice President, Land and Planning.

Signature of James A. Stevenson, Vice President, Land and Planning.

Signature of James A. Stevenson, Vice President, Land and Planning.

Signature of James A. Stevenson, Vice President, Land and Planning.

2007-0242504
ORIGINAL
418/92

SHEET 2 OF 12 SHEETS

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

TRACT NO. 31468-8

BEING A SUBDIVISION OF A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY BEING A PORTION OF LOT 92 OF TRACT NO. 31468-3, FILED IN BOOK 392, PAGES 72 THROUGH 85, INCLUDING, OR MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

LEVI D. COX, L.S. 7930

DATE OF SURVEY: SEPTEMBER, 2005

REF CONSULTING

WINK(LAKE MATHEWS)
N 2952.986.539
E 6201.555.292
1" STAINLESS STEEL ROD
IN LARGE BALLBEAR, UP
11.5" x 50" M.B. OF BRASS
DISK STAMPED STA. 57482.57
REF RS 102/250-65.

TRAK (BOMBER CANYON)
N 2171990.408
E 6089762.982
3/8" STAINLESS STEEL CENTER
FRANCED PIN, FLUSH, IN SANDSTONE
BEDROCK OUTCROPPING PER
RS 102/250-65.

SCALE: 1"=400'



BEARING/Delta	RADIUS	LENGTH	(#)
N85°27'18" W	---	267.02'	(#6)
N48°41'17" W	---	200.00'	(#6)
N48°41'17" W	1069.00'	400.00'	(#6)
S76°26'07" W	1069.00'	1426.10'	(#6)
S89°41'55" W	3300.00'	531.38'	(#3)
N00°16'11" E	---	146.80'	(#3)

SIGNATURE OMISSIONS NOTE

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

- RIVERSIDE ABSTRACT COMPANY, HOLDER OF AN EASEMENT FOR PIPELINE AND INCIDENTAL PURPOSES, RECORDED APRIL 1, 1913, IN BOOK 371, PAGE 177, OF DEEDS (CANNOT BE LOCATED FROM THE RECORD).
- SOUTHERN CALIFORNIA INVESTMENT COMPANY, HOLDER OF AN EASEMENT FOR WATER PIPES AND OTHER CONDITIONS, RECORDED SEPTEMBER 4, 1951, IN BOOK 4, PAGE 330 OF DEEDS. (EXACT LOCATION CANNOT BE DETERMINED FROM THE RECORD).

BOUNDARY CONTROL AND SHEET INDEX

(#) DENOTES SHEET NUMBER

MONUMENT NOTES

- ▲ DENOTES 5/8" COPPER CLAD STEEL PIN #1 1/2" BRASS CAP STAMPED T.S. 6105' IN ASPHALT, FLUSH, TO BE SET PER TRACT 30332-1, M.B. 321/45-54
- ▲ DENOTES 5/8" COPPER CLAD STEEL PIN #1 1/2" BRASS CAP STAMPED T.S. 7307' IN ASPHALT, FLUSH, TO BE SET PER TRACT 31468-1, M.B. 389/71-6
- DENOTES 2" IRON PIPE # 1/4" T.S. 7330' IN THE GROUND OR IN ASPHALT, OR A LEAD, PICO AND TAG T.S. 7330' IN CONCRETE, TO BE SET PER TRACT 31468-3, M.B. 389/72-65.
- DENOTES 5/8" COPPER CLAD STEEL PIN #1 1/2" BRASS CAP STAMPED T.S. 7307' IN ASPHALT, FLUSH, TO BE SET PER TRACT 31468-5, M.B. 419/74-65
- DENOTES 5/8" COPPER CLAD STEEL PIN #1 1/2" BRASS CAP STAMPED T.S. 7307' IN ASPHALT, FLUSH, TO BE SET PER TRACT 31468-6, M.B. 418/71-11
- DENOTES FOUND MONUMENT AS NOTED AND REFERENCED BELOW
- 1 3/4" IRON PIPE W/ MAIL & TAG ILLEGIBLE, DN. 0.1' IN LIEU OF 1" IRON ANGLE PER P.M.B. 107/45-46 ACCEPTED AS THE CENTERLINE INTERSECTION OF XENIA AVENUE AND 8TH STREET.
- 2 1/2" IRON PIPE, OPEN, DN. 0.6', IN LIEU OF 1/2" IRON PIPE TAGGED T.S. 14437' FOR S.W. COR. LOT 7 BLOCK 1, SUBDIVISION OF SECTION 11, M.B. 9/10 S.B. CO.
- 3 1/2" IRON PIPE W/ MAIL & TAG STAMPED T.S. 14437', FOR N.W. COR. LOT 7 BLOCK 1, SUBDIVISION OF SECTION 11, M.B. 9/10 S.B. CO.
- 4 1" IRON PIPE W/ PLASTIC PLUG, ILLEGIBLE, DN. 0.4' IN LIEU OF 1" IRON PIPE STAMPED T.S. 2857' PER P.M.B. 107/45-46 ACCEPTED AS THE CENTERLINE INTERSECTION OF AMERICAN AVENUE AND 8TH STREET.
- 5 1" IRON PIPE W/ PLASTIC PLUG, ILLEGIBLE, DN. 1.8' ACCEPTED AS THE SW COR. SEC. 2 PER P.M.B. 86/66
- 6 1" IRON PIPE W/ PIN IN CONCRETE, NO TAG, DN. 0.6', PER TRACT NO. 30332-1, M.B. 321/45-54, ACCEPTED AS THE C/L INTERSECTION OF CHERRY AVENUE AND 14TH STREET AND THE HW COR. SEC. 2.
- 7 1" IRON PIPE, NO TAG, DN. 1.7', PER TRACT NO. 30332-1, M.B. 321/45-54, ACCEPTED AS S 1/4 COR., SEC. 35, T. 2S., R. 1W., S.B.M.

BASIS OF BEARINGS NOTE

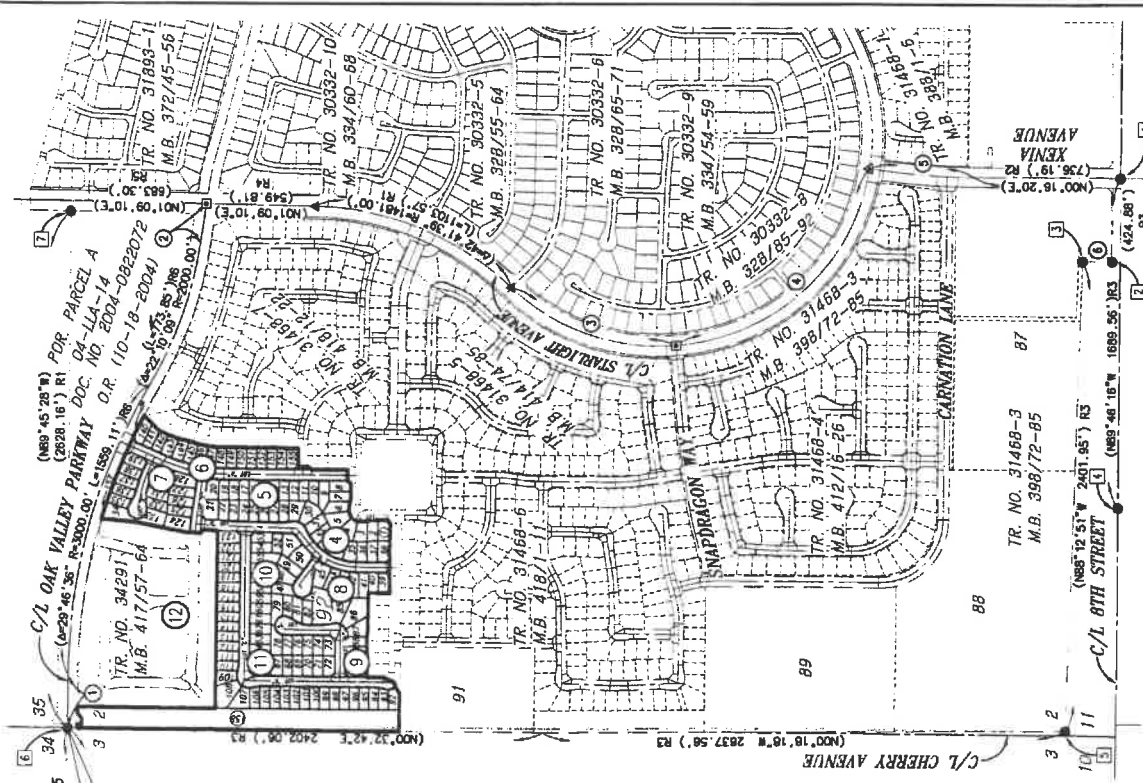
THE BEARINGS FOR THIS SURVEY ARE BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "WINK" POSITIONS PER NATIONAL GEODETIC SURVEY, MODE: EPOCH 1995.5) AS SHOWN ON THE MAP FILED IN BOOK 102, PAGES 50 THROUGH 65 OF RECORDS OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING NORTH 32° 49' 02.84" EAST.

SOILS REPORT NOTE

ROUGH GRADING AND GEOTECHNICAL DESIGN AND CONSTRUCTION RECOMMENDATION REPORT, TRACT NO. 31468-8 LOTS 7 THROUGH 103, PLANNING AREA 23, NORTHWEST OF INTERSECTION OF WILHELM AND/OR FLORIAN AVENUE, BEAUMONT, RIVERSIDE COUNTY, CALIFORNIA DATED 11/11/05, HAS BEEN REVIEWED AND APPROVED BY THE CITY ENGINEERS AND CONVERSE CONSULTANTS, AS REQUIRED BY SECTIONS 17853 OF THE CALIFORNIA HEALTH AND SAFETY CODE AND AS REQUIRED BY SECTION 66435 OF THE CALIFORNIA GOVERNMENT CODE. A COPY OF SAID REPORT, AND ANY SUPPLEMENTS THERE-TO, ARE ON FILE FOR PUBLIC INSPECTION IN THE CITY ENGINEERS OFFICE.

NOTE

SEE SHEET 3 FOR VICINITY MAP, EASEMENT NOTES, AND SURVEYOR'S NOTES.



2007-0242504
ORIGINAL 418/93

SHEET 3 OF 12 SHEETS

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

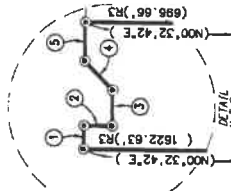
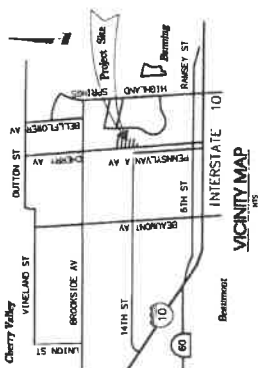
TRACT NO. 31468-8

BEING A SUBDIVISION OF A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY BEING A PORTION OF LOT 92 OF TRACT NO. 31468-3, FILED IN BOOK 396, PAGES 72 THROUGH 85, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

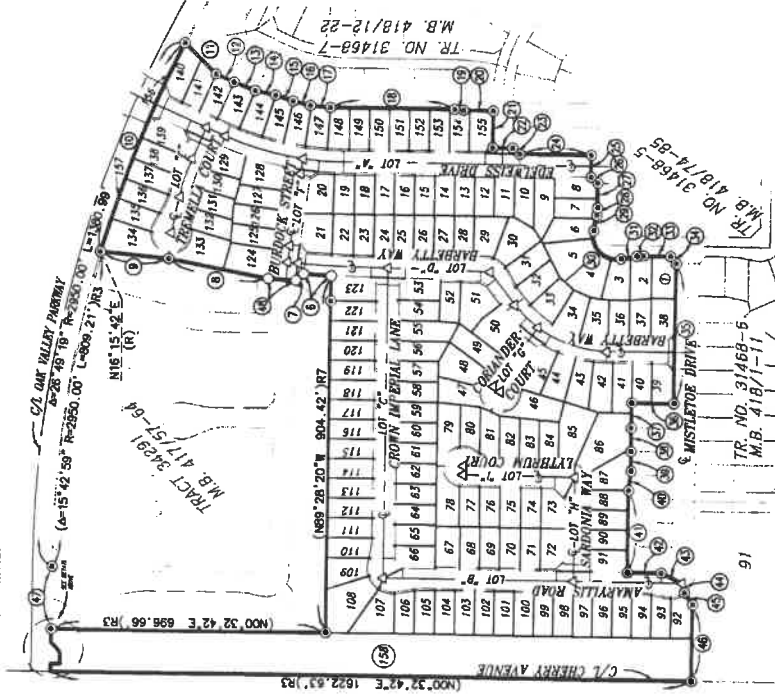
LEVI D. COX, L.S. 7930

DATE OF SURVEY: SEPTEMBER, 2005

RFB
CONSULTING



NO.	BEARING/Delta	LENGTH	RADIUS
1	N89°27'18"W	20.00	(R3)
2	N00°32'42"E	23.00	(R3)
3	N89°27'18"W	30.00	(R3)
4	N46°45'50"E	33.24	(R3)
5	N89°27'18"W	34.00	(R3)
6	N04°01'52"E	69.43	(R7)
7	N40°38'31"W	25.89	(R7)
8	N11°08'03"E	257.20	(R7)
9	N05°43'17"E	174.98	(R3)
10	N11°06'30"E	571.78	(R3)
11	N04°01'52"E	12.02	(R3)
12	N04°01'52"E	57.12	(R3)
13	N21°12'48"E	52.15	(R3)
14	N18°24'23"E	47.56	(R3)
15	N13°26'12"E	45.08	(R3)
16	N05°53'15"E	50.41	(R3)
17	N00°32'42"E	310.42	(R3)
18	N05°41'39"E	22.24	(R3)
19	N00°32'42"E	74.63	(R3)
20	N89°27'18"W	93.00	(R3)
21	N89°27'18"W	100.00	(R3)
22	N00°32'42"E	183.00	(R3)
23	N00°32'42"E	56.00	(R3)
24	N00°32'42"E	23.43	(R3)
25	N89°27'18"W	63.66	(R3)
26	N00°32'42"E	18.13	(R3)
27	N89°27'18"W	100.00	(R3)
28	N10°46'38"W	40.81	(R3)
29	N79°03'59"W	80.00	(R3)
30	N05°50'37"W	40.81	(R3)
31	N05°50'37"W	100.00	(R3)
32	N03°23'19"E	18.13	(R3)
33	N00°32'42"E	68.66	(R3)
34	N50°44'29"E	23.43	(R3)
35	N89°27'18"W	354.96	(R3)
36	N00°32'42"E	107.00	(R3)
37	N00°32'42"E	50.14	(R3)
38	N89°27'18"W	50.14	(R3)
39	N89°27'18"W	48.16	(R3)
40	N83°12'56"W	206.01	(R3)
41	N89°27'18"W	86.29	(R3)
42	N00°32'42"E	58.60	(R3)
43	N25°47'53"E	24.88	(R3)
44	N75°00'47"E	36.93	(R3)
45	N55°15'17"E	194.68	(R3)
46	N89°27'18"W	159.02	(R3)
47	N89°27'18"W	70.70	(R7)
48	N03°24'48"E	70.70	(R7)



EASEMENT NOTES:
INDICATES AN EASEMENT IN FAVOR OF THE CITY OF BEAUMONT FOR PUBLIC UTILITY PURPOSES AND THE MAINTENANCE THEREOF. DEDICATED HEREON.

SURVEYOR'S NOTES:
1. () = RECORD DATA
2. R1 = DENOTES RECORD DATA PER TRACT NO. 30332-1, RECORDED IN MAP BOOK 371, PAGE 45 THRU 51, OF OFFICIAL RECORDS, COUNTY OF RIVERSIDE.
3. R2 = DENOTES RECORD DATA PER TRACT NO. 31468-3, RECORDED IN MAP BOOK 388, PAGE 1 THRU 6, OF OFFICIAL RECORDS, COUNTY OF RIVERSIDE.
4. R3 = DENOTES RECORD DATA PER TRACT NO. 31468-3, RECORDED IN MAP BOOK 388, PAGE 72 THRU 85, OF OFFICIAL RECORDS, COUNTY OF RIVERSIDE.
5. R4 = DENOTES RECORD DATA PER TRACT NO. 30312-10, RECORDED IN MAP BOOK 334, PAGE 60 THRU 68, OF OFFICIAL RECORDS, COUNTY OF RIVERSIDE.
6. R6 = DENOTES RECORD DATA PER TRACT NO. 31883-1, RECORDED IN MAP BOOK 372, PAGE 45 THRU 56, OF OFFICIAL RECORDS, COUNTY OF RIVERSIDE.
7. R6 = DENOTES RECORD DATA PER GRANT DEED REC 5/1/2003 AS INST. #2003-031006.
8. R7 = DENOTES RECORD DATA PER TRACT NO. 34281, RECORDED IN MAP BOOK 417, PAGE 57 THRU 64, OF OFFICIAL RECORDS, COUNTY OF RIVERSIDE.
9. (R) = DENOTES RADIAL BEARING
10. ALL MONUMENTS SHOWN AS SET WILL BE SET WITHIN ONE YEAR AFTER THE ACCEPTANCE OF IMPROVEMENTS BY CITY COUNCIL.
11. ALL SET MONUMENTS WILL BE SET PER RIVERSIDE COUNTY STANDARDS.
12. SET 1" IRON PIPE TAGGED 7.5" x 7.5" IN GROUND, FLUSH, OR A LEAD, TACK AND TAG 7.5" x 7.5" IN CONCRETE AT ALL LOT CORNERS EXCEPT LOT CORNERS THAT ABUT A STREET WHICH WILL BE MARKED ON AN OFFSET INSIDE STREET RIGHT-OF-WAY OR SIDELINES PRODUCED, IN TOP OF CURB, UNLESS OTHERWISE NOTED. (NO MONUMENTS WILL BE SET FOR CORNER OUTFITS, B.C.'S, E.C.'S, P.C.C.'S OR P.R.C.'S THAT ABUT A STREET WHICH ARE NOT LOT CORNER MARKING SIDELINES, UNLESS OTHERWISE NOTED.)
Δ INDICATES SET 3/8" COPPER GLAD STEEL PIN #1-1/2" BRASS CAP STAMPED 7.5" x 7.5" IN ASPHALT, FLUSH, (RIVERSIDE COUNTY STD. 901, TYPE "B" MONUMENT.)
○ INDICATES SET 2" IRON PIPE & TAG 7.5" x 7.5" x 7.5" x 7.5" FLUSH, IN THE GROUND OR IN ASPHALT, OR A LEAD, TACK AND TAG 7.5" x 7.5" IN CONCRETE.

NOTE:
SEE SHEET 2 FOR BOUNDARY CONTROL, SHEET INDEX MAP, MONUMENT NOTES AND BASIS OF BEARING NOTE.

2007-0242-504
ORIGINAL

418/94

SHEET 4 OF 12 SHEETS

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

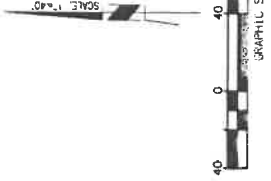
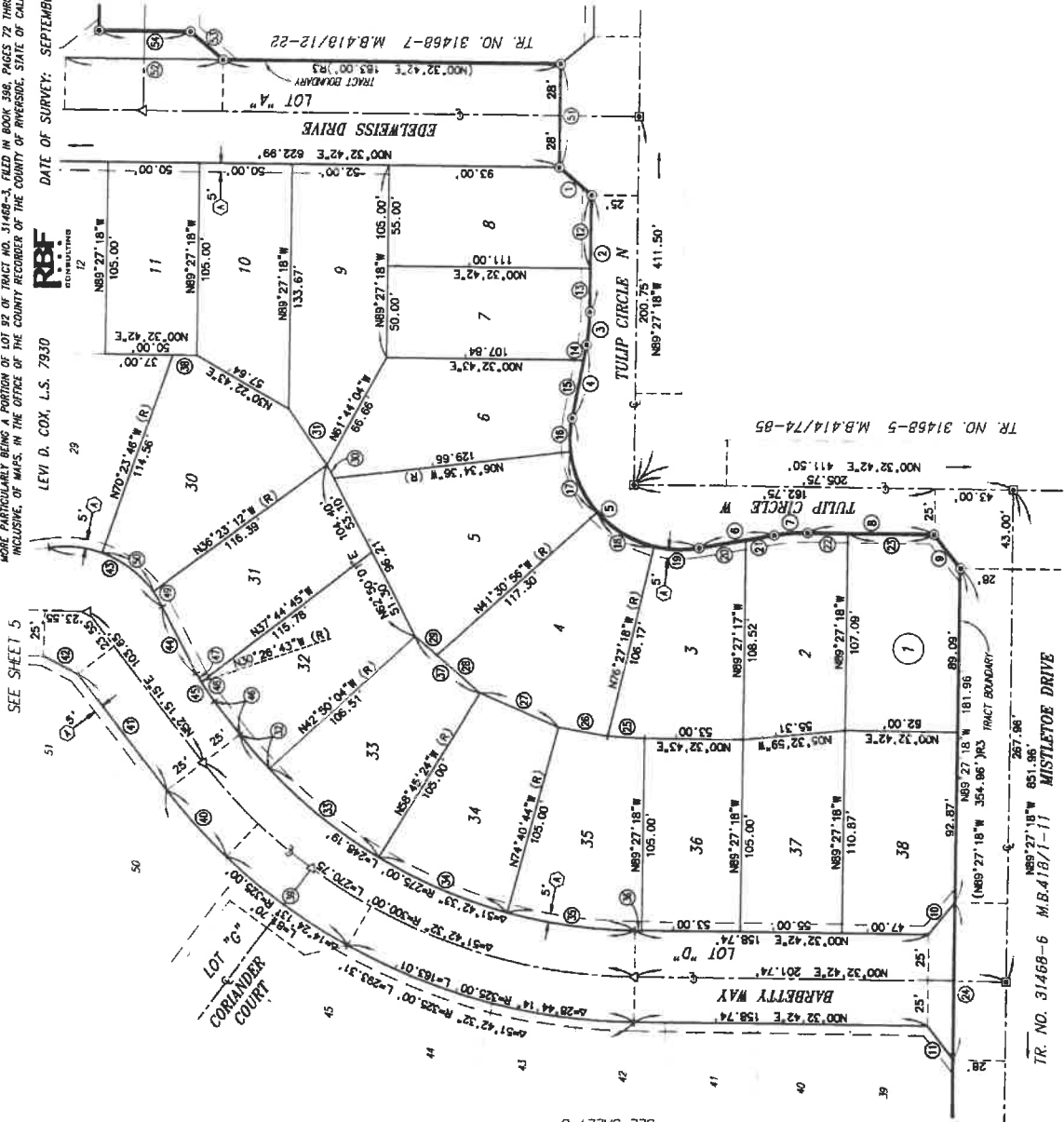
TRACT NO. 31468-8

BEING A SUBDIVISION OF A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY BEING A PORTION OF LOT 92 OF TRACT NO. 31468-3, FILED IN BOOK 398, PAGES 72 THROUGH 83, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

LEVI D. COX, L.S. 7930

RBF
REGISTERED

DATE OF SURVEY: SEPTEMBER, 2005



NO	BEARING/Delta	RADIUS	LENGTH
1	N40°21'01"E	---	23.43 (R3)
2	N89°27'18"W	---	63.66 (R3)
3	N79°03'59"W	100.00	18.13 (R3)
4	N79°03'59"W	---	40.81 (R3)
5	N79°03'59"W	60.00	116.01 (R3)
6	N89°27'18"W	---	40.81 (R3)
7	N89°27'18"W	100.00	18.13 (R3)
8	N89°27'18"W	---	23.43 (R3)
9	N50°44'22"E	---	23.43 (R3)
10	N49°30'55"W	---	23.43 (R3)
11	N50°44'22"E	---	40.00 (R3)
12	N89°27'18"W	---	23.66 (R3)
13	N89°27'18"W	---	23.66 (R3)
14	N79°03'59"W	---	8.45 (R3)
15	N79°03'59"W	---	32.46 (R3)
16	N79°03'59"W	60.00	18.34 (R3)
17	N79°03'59"W	---	36.59 (R3)
18	N79°03'59"W	60.00	36.59 (R3)
19	N79°03'59"W	60.00	24.48 (R3)
20	N79°03'59"W	---	25.25 (R3)
21	N89°27'18"W	---	23.66 (R3)
22	N89°27'18"W	---	23.66 (R3)
23	N89°27'18"W	---	47.00 (R3)
24	N89°27'18"W	---	66.00 (R3)
25	N03°32'13"E	---	20.16 (R3)
26	N10°09'44"E	---	27.35 (R3)
27	N23°16'56"E	---	47.09 (R3)
28	N41°01'49"E	---	31.36 (R3)
29	N41°01'49"E	---	15.54 (R3)
30	N62°50'01"E	---	9.20 (R3)
31	N62°50'01"E	---	36.89 (R3)
32	N62°50'01"E	275.00	74.46 (R3)
33	N62°50'01"E	275.00	74.46 (R3)
34	N62°50'01"E	275.00	70.40 (R3)
35	N44°48'34"E	275.00	3.74 (R3)
36	N00°32'42"E	---	46.91 (R3)
37	N41°01'49"E	---	13.00 (R3)
38	N00°32'42"E	---	81.70 (R3)
39	N44°48'34"E	325.00	48.60 (R3)
40	N62°50'01"E	325.00	48.60 (R3)
41	N62°50'01"E	---	80.10 (R3)
42	N62°50'01"E	---	21.31 (R3)
43	N62°50'01"E	---	74.58 (R3)
44	N62°50'01"E	---	40.81 (R3)
45	N62°50'01"E	100.00	18.13 (R3)
46	N62°50'01"E	---	22.78 (R3)
47	N62°50'01"E	100.00	18.13 (R3)
48	N62°50'01"E	100.00	13.74 (R3)
49	N62°50'01"E	60.00	9.46 (R3)
50	N62°50'01"E	60.00	35.61 (R3)
51	N89°27'18"W	---	56.00 (R3)
52	N00°32'42"E	---	86.00 (R3)
53	N00°32'42"E	---	23.43 (R3)
54	N00°32'42"E	---	50.00 (R3)

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

SEE SHEET 8

2007-0242504
ORIGINAL

418/95

SHEET 5 OF 12 SHEETS

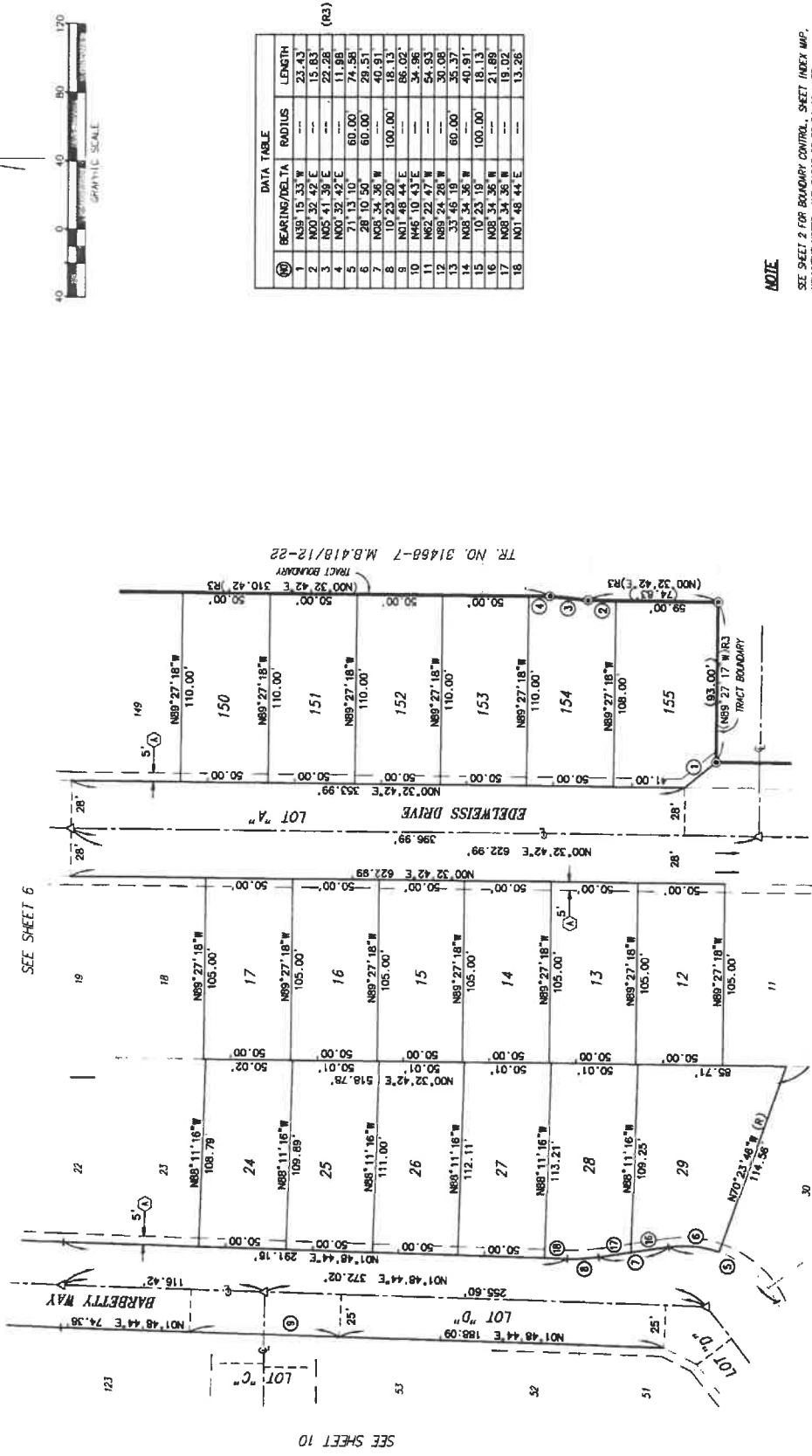
IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT NO. 31468-8

BEING A SUBDIVISION OF A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN,
MORE PARTICULARLY BEING A PORTION OF LOT 92 OF TRACT NO. 31468-1, FILED IN BOOK 388, PAGES 72 THROUGH 85,
INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

LEVY D. COX, L.S. 7930



DATE OF SURVEY: SEPTEMBER, 2005



NOTE
SEE SHEET 2 FOR BOUNDARY CONTROL, SHEET INDEX MAP,
MONUMENT NOTES, AND BASIS OF BEARINGS NOTE.
SEE SHEET 3 FOR VICINITY MAP, EASEMENT NOTES, AND
STATEMENT'S NOTES.

SEE SHEET 4

SEE SHEET 10

SEE SHEET 6

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LOT "C"

SEE SHEET 10

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LOT "D"

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2007-0242504
ORIGINAL

418/96

SHEET 6 OF 12 SHEETS

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

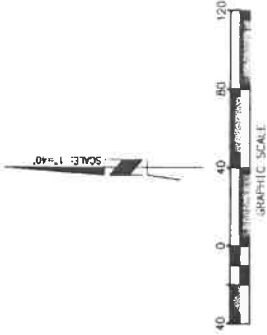
TRACT NO. 31468-8

BEING A SUBDIVISION OF A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY BEING A PORTION OF LOT 92 OF TRACT NO. 31468-3, FILED IN BOOK 398, PAGES 72 THROUGH 85, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

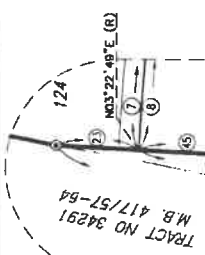
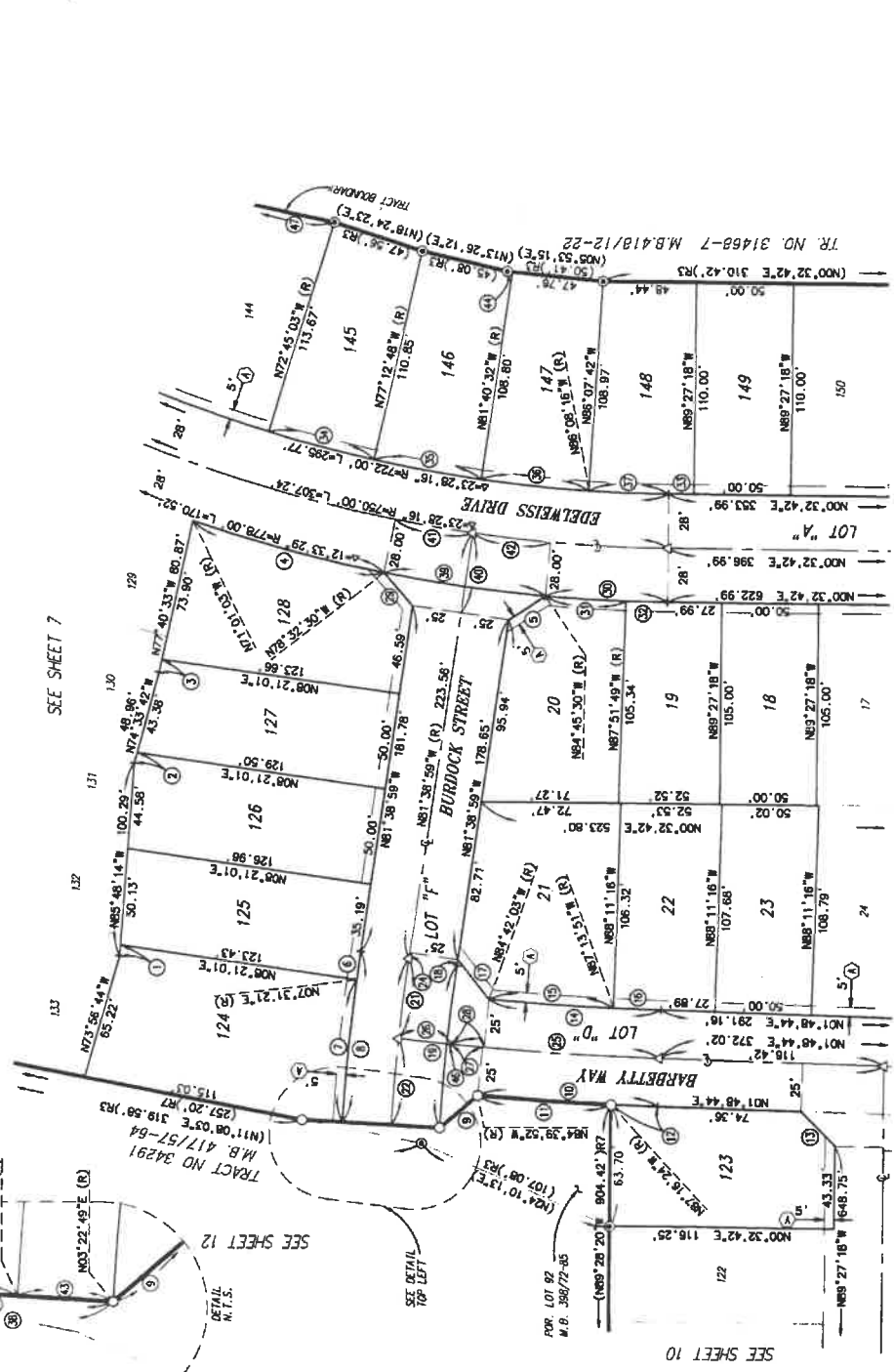
LEVI D. COX, L.S. 7930



DATE OF SURVEY: SEPTEMBER, 2005



NO	BEARING/Delta	RADIUS	LENGTH
1	N85°55'14"W	---	5.56'
2	N85°55'14"W	---	5.56'
3	N77°40'33"W	---	6.97'
4	S71°31'27"W	778.00'	102.17'
5	N32°49'20"W	---	22.84'
6	S0°49'40"W	1025.00'	14.81'
7	S0°49'32"W	1025.00'	74.10'
8	S4°58'12"W	1025.00'	88.91'
9	N40°38'31"W	---	25.89'
10	S3°31'24"W	1925.00'	93.78'
11	S2°36'32"W	1925.00'	69.44'
12	S0°54'52"W	1925.00'	24.34'
13	N46°10'43"E	---	25.17'
14	S3°29'18"E	1475.00'	89.77'
15	S2°02'25"E	1475.00'	94.13'
16	S1°49'29"E	1475.00'	96.12'
17	N51°49'29"E	---	3.02'
18	N81°38'59"W	---	84.57'
19	S4°58'12"E	975.00'	50.00'
20	N0°32'48"E	---	50.00'
21	S2°24'00"W	1000.00'	41.89'
22	S2°34'12"W	1000.00'	44.85'
23	N0°32'48"E	---	20.70'
24	N81°38'59"W	---	3.02'
25	N04°08'17"E	1900.00'	108.34'
26	N05°57'01"E	---	27.41'
27	S0°36'32"W	1500.00'	19.09'
28	S0°36'32"W	1500.00'	22.76'
29	N49°19'45"E	---	72.76'
30	S4°41'48"E	778.00'	63.77'
31	S0°06'19"E	778.00'	42.16'
32	S1°35'29"E	778.00'	21.61'
33	N30°32'42"E	---	12.99'
34	S4°27'44"W	722.00'	56.23'
35	S4°27'44"W	722.00'	56.23'
36	S4°27'44"W	722.00'	56.23'
37	S0°19'02"E	722.00'	41.80'
38	N03°22'49"E	---	70.70'
39	N03°22'49"E	778.00'	84.41'
40	N61°13'00"W	---	41.83'
41	N61°13'00"W	750.00'	40.89'
42	S0°06'30"W	750.00'	25.00'
43	N03°22'49"E	---	2.65'
44	N05°53'15"E	---	25.00'
45	N03°22'49"E	---	25.00'
46	N05°57'01"E	---	2.41'
47	N12°12'48"E	---	52.15'



NOTE

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

SEE SHEET 5

2007-0242504 ORIGINAL

418/97

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

TRACT NO. 31468-8

BEING A SUBDIVISION OF A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY BEING A PORTION OF LOT 82 OF TRACT NO. 31468-1, FILED IN BOOK 308, PAGES 72 THROUGH 85, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

LEVI D. COX, L.S. 7930



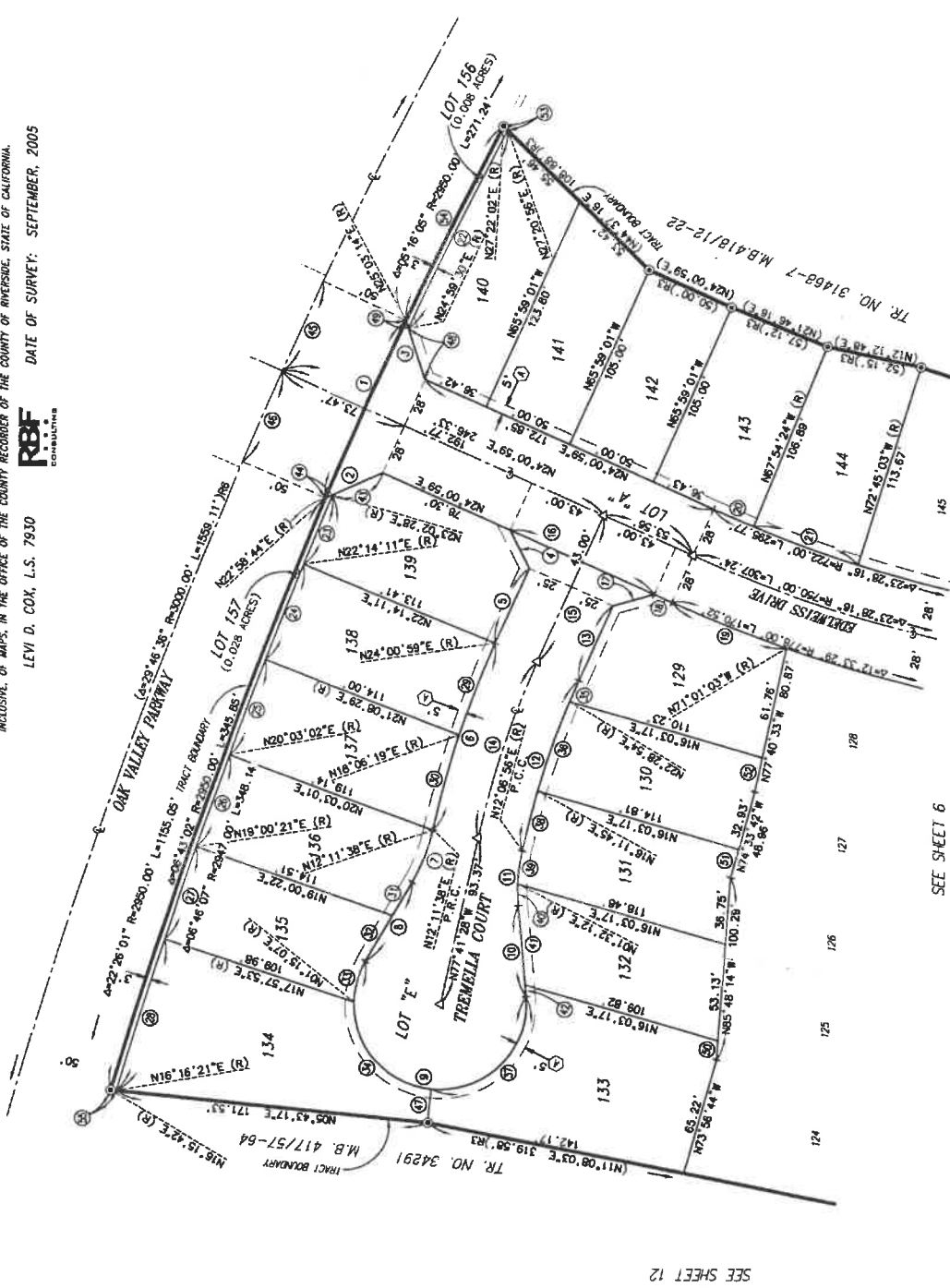
DATE OF SURVEY: SEPTEMBER, 2005

SHEET 7 OF 12 SHEETS



BEARINGS/DELTA	RADIUS	LENGTH
1 02° 04' 30"	2850.00'	108.84'
2 N23° 50' 44" W	---	34.26'
3 N71° 52' 42" E	---	23.43'
4 N63° 49' 19" E	---	45.02'
5 N65° 59' 01" W	525.00'	108.33'
6 11° 49' 21"	100.00'	30.92'
7 17° 42' 55"	47.00'	176.53'
8 N60° 05' 27" W	---	49.99'
9 215° 12' 02"	100.00'	30.38'
10 N84° 42' 31" E	100.00'	30.38'
11 17° 24' 03"	475.00'	45.09'
12 N85° 59' 01" W	102.17'	88.02'
13 11° 42' 27"	---	23.43'
14 N85° 59' 01" W	---	66.35'
15 N24° 00' 58" E	---	61.04'
16 N15° 47' 21" W	---	24.23'
17 N24° 00' 58" E	778.00'	66.35'
18 05° 02' 02"	722.00'	24.23'
19 01° 55' 23"	2847.00'	61.04'
20 04° 50' 38"	---	41.39'
21 02° 21' 26"	2847.00'	55.72'
22 00° 48' 17"	2847.00'	55.72'
23 01° 05' 41"	2847.00'	55.72'
24 01° 02' 41"	2847.00'	55.72'
25 01° 02' 26"	2847.00'	55.72'
26 01° 41' 32"	525.00'	54.16'
27 05° 54' 40"	525.00'	54.16'
28 05° 54' 40"	525.00'	54.16'
29 05° 54' 40"	525.00'	54.16'
30 05° 54' 40"	525.00'	54.16'
31 N60° 05' 27" W	---	28.85'
32 N60° 05' 27" W	47.00'	23.51'
33 28° 38' 28"	47.00'	70.16'
34 85° 31' 50"	475.00'	12.72'
35 01° 32' 04"	475.00'	52.11'
36 06° 17' 09"	47.00'	82.86'
37 01° 00' 48"	47.00'	18.43'
38 10° 34' 44"	100.00'	11.92'
39 06° 49' 41"	---	43.66'
40 06° 49' 41"	---	6.33'
41 N84° 42' 31" E	---	29.89'
42 N23° 50' 44" W	3000.00'	54.32'
43 N23° 50' 44" W	3000.00'	54.32'
44 N23° 50' 44" W	3000.00'	54.32'
45 01° 02' 15"	---	18.66'
46 01° 02' 15"	---	4.39'
47 N84° 42' 31" E	---	29.89'
48 N71° 52' 42" E	---	10.41'
49 N81° 52' 42" E	---	18.12'
50 N74° 33' 42" W	---	3.14'
51 N77° 40' 33" W	---	3.14'
52 N44° 37' 16" E	---	110.11'
53 02° 18' 48"	2850.00'	3.05'
54 02° 18' 48"	---	---
55 N85° 43' 17" E	---	---
56 N85° 43' 17" E	---	---

NOTE
 SEE SHEET 2 FOR BOUNDARY CONTROL, SHEET INDEX MAP, MONUMENT NOTES, AND BASIS OF BEARINGS NOTE.
 SEE SHEET 3 FOR VICINITY MAP, EASEMENT NOTES, AND SUPERVISOR'S NOTES.



SEE SHEET 12

SEE SHEET 6

2007-0242504
ORIGINAL

418/98

SHEET 8 OF 12 SHEETS

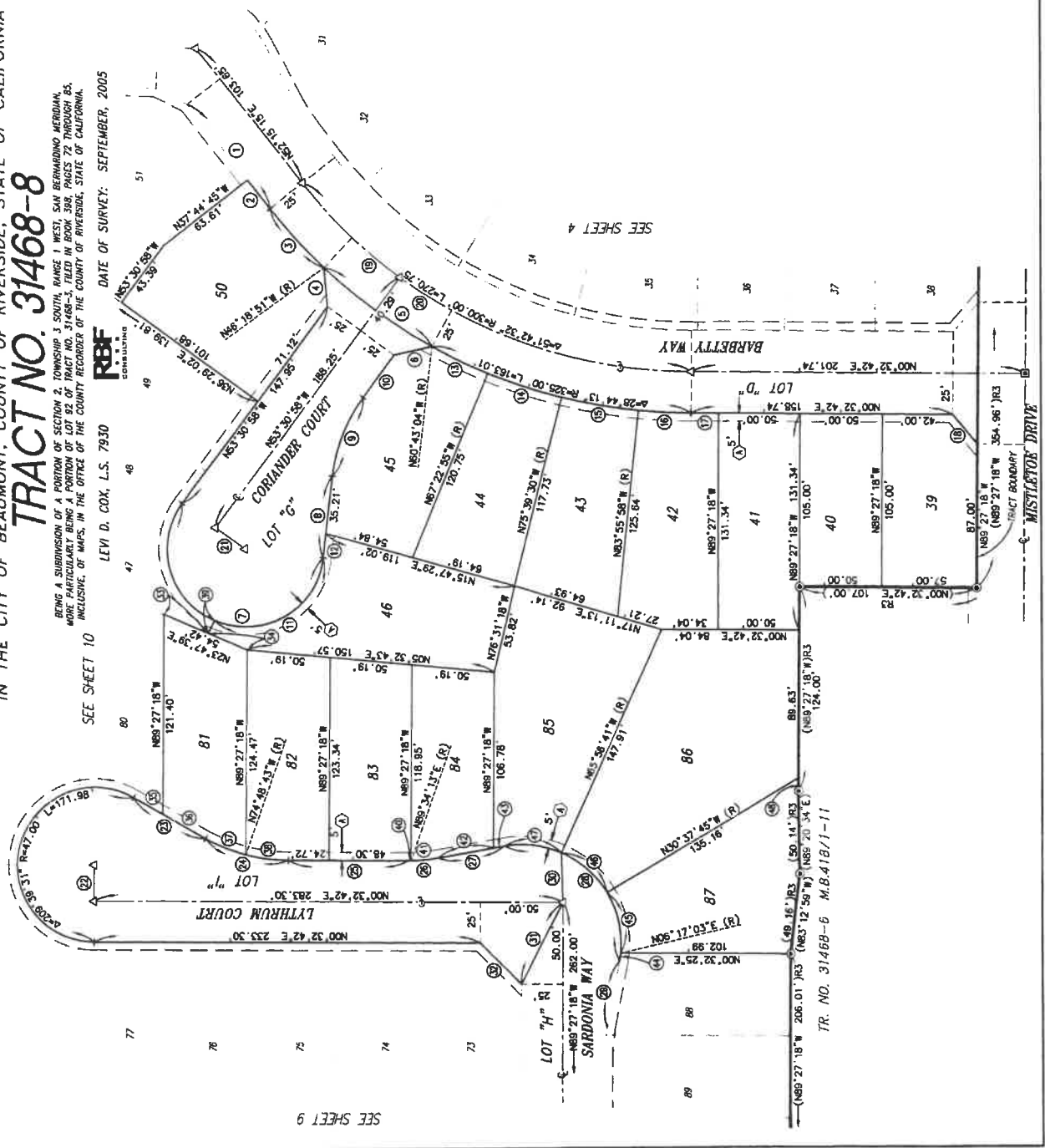
IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 31468-8

BEING A SUBDIVISION OF A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY BEING A PORTION OF LOT 82 OF TRACT NO. 31468-3, FILED IN BOOK 388, PAGES 72 THROUGH 85, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

SEE SHEET 10
LEVI D. COX, L.S. 7930
DATE OF SURVEY: SEPTEMBER, 2005

REF
CONSULTING



NO	BEARING/Delta	RADIUS	LENGTH
1	N52°15'15"E	80.10'	21.89'
2	N52°15'15"E	325.00'	48.60'
3	S85°34'08"E	325.00'	48.60'
4	N85°05'05"E	325.00'	48.60'
5	N12°07'03"W	325.00'	48.60'
6	S85°34'08"E	325.00'	48.60'
7	S85°34'08"E	325.00'	48.60'
8	N83°10'28"W	47.00'	171.98'
9	S83°10'28"W	100.00'	51.76'
10	N63°30'58"W	47.00'	31.76'
11	N63°30'58"W	47.00'	87.75'
12	N63°10'28"W	47.00'	14.79'
13	S63°30'51"E	325.00'	37.80'
14	S63°30'51"E	325.00'	46.95'
15	S63°30'51"E	325.00'	46.94'
16	S63°30'51"E	325.00'	31.32'
17	N60°44'42"E	300.00'	23.43'
18	N60°44'42"E	300.00'	37.71'
19	S60°44'42"E	300.00'	37.71'
20	S60°44'42"E	300.00'	22.00'
21	N35°29'02"E	100.00'	50.00'
22	N69°27'18"W	100.00'	50.00'
23	N30°12'13"E	100.00'	51.76'
24	S89°32'42"E	100.00'	73.02'
25	N00°32'42"E	100.00'	18.13'
26	N00°32'42"E	100.00'	40.81'
27	N69°50'37"W	60.00'	116.01'
28	N10°46'39"W	60.00'	40.81'
29	N79°03'59"W	60.00'	30.06'
30	N63°40'46"E	60.00'	35.36'
31	N63°40'46"E	60.00'	28.26'
32	N63°40'46"E	60.00'	25.14'
33	N63°40'46"E	60.00'	20.31'
34	N63°40'46"E	60.00'	20.31'
35	N30°12'13"E	100.00'	26.21'
36	N30°12'13"E	100.00'	25.56'
37	N30°12'13"E	100.00'	6.66'
38	N30°12'13"E	100.00'	1.70'
39	N69°27'18"W	100.00'	16.43'
40	N69°27'18"W	100.00'	34.23'
41	N69°27'18"W	100.00'	4.87'
42	N69°27'18"W	100.00'	38.65'
43	N69°27'18"W	100.00'	36.88'
44	N69°27'18"W	100.00'	35.50'
45	N69°27'18"W	100.00'	8.02'

NOTE

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

SEE SHEET 9

2007-0242504
ORIGINAL

418/99

SHEET 9 OF 12 SHEETS

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

TRACT NO. 31468-8

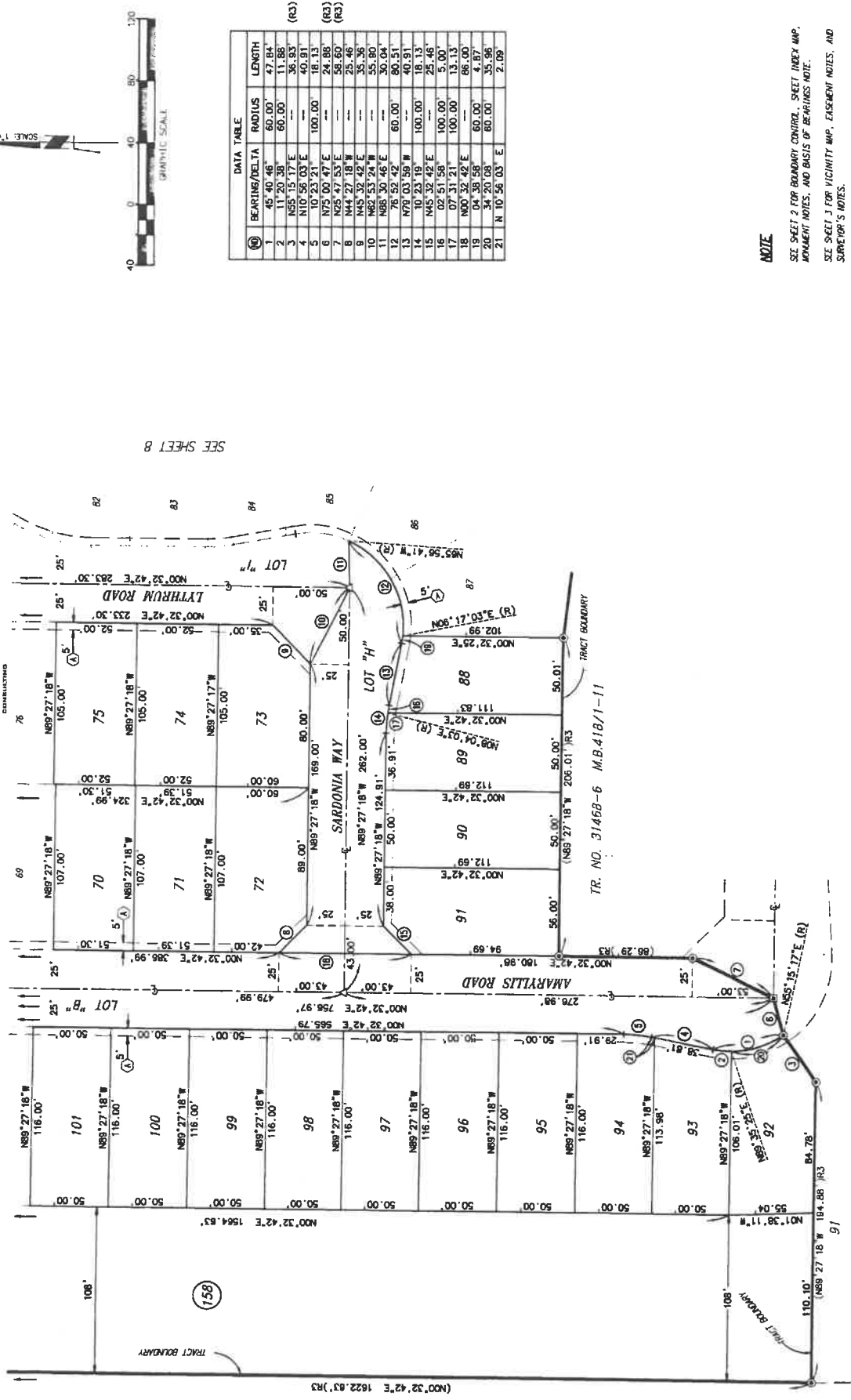
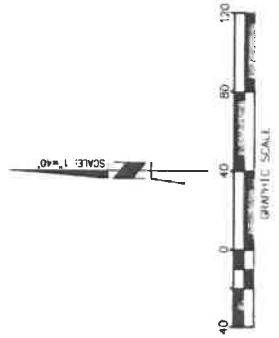
BEING A SUBDIVISION OF A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY BEING A PORTION OF LOT 92 OF TRACT NO. 31468-3, FILED IN BOOK 398, PAGES 72 THROUGH 85, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

LEVI D. COX, L.S. 7930 DATE OF SURVEY: SEPTEMBER, 2005



SEE SHEET 11

SEE SHEET 8



STATION	BEARING/Delta	RADIUS	LENGTH
1	45°40'46"	60.00'	47.84'
2	11°20'38"	60.00'	11.88'
3	N55°15'17"E	---	36.83'
4	N10°56'03"E	---	40.81'
5	10°23'21"	100.00'	18.13'
6	N75°00'47"E	---	24.88'
7	N25°47'53"E	---	58.60'
8	N44°27'18"W	---	25.46'
9	N82°53'24"E	---	35.36'
10	N85°30'46"E	---	30.84'
11	76°52'42"	60.00'	80.51'
12	N78°03'50"W	---	40.91'
13	10°23'19"	100.00'	18.13'
14	N45°32'42"E	---	25.46'
15	02°51'58"	100.00'	5.00'
16	07°31'21"	100.00'	13.13'
17	N00°32'42"E	---	66.00'
18	04°38'58"	60.00'	4.87'
19	34°20'08"	60.00'	35.96'
20	N10°56'03"E	---	2.09'

NOTE

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

2007-0242504
ORIGINAL

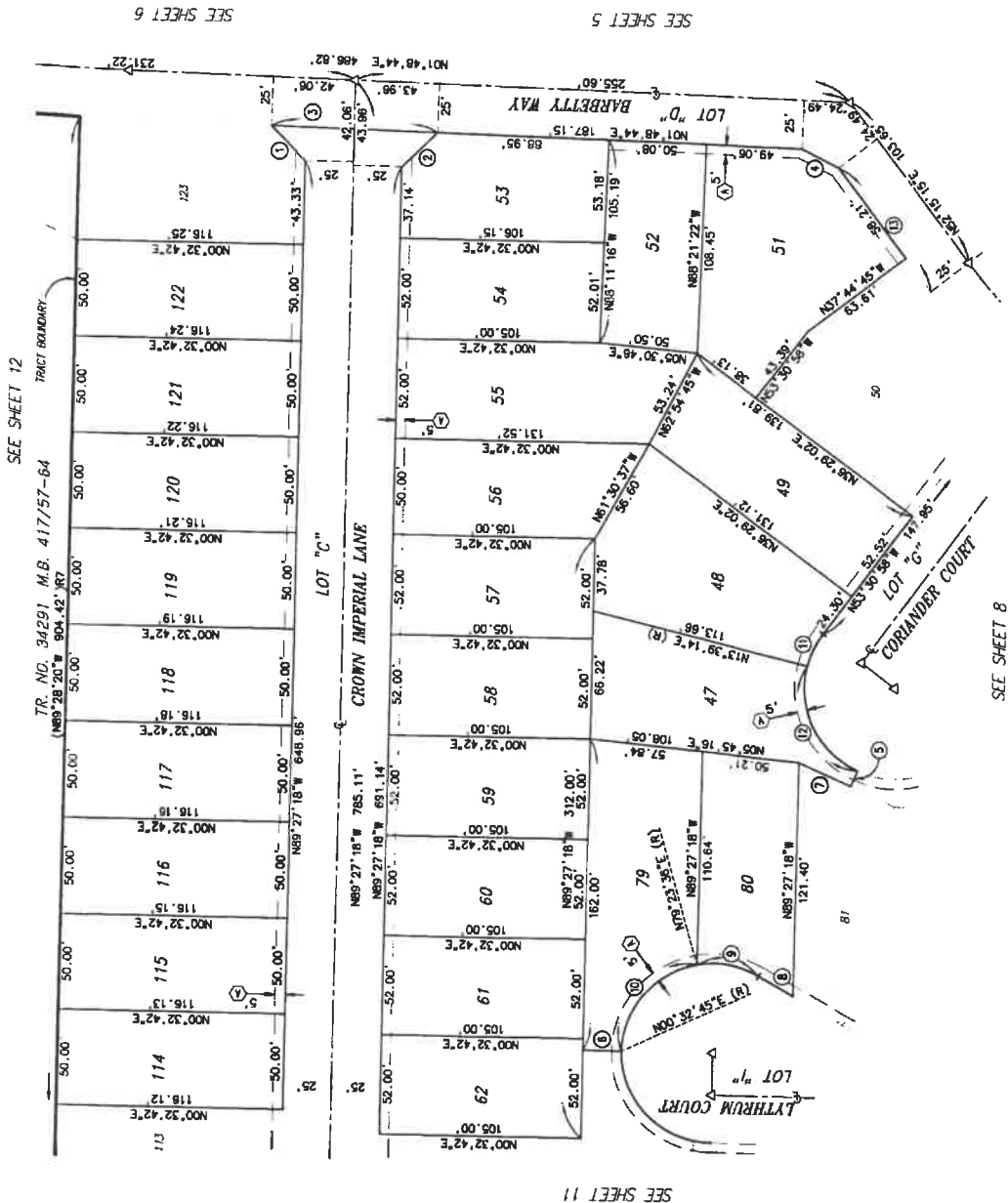
418 100

SHEET 10 OF 12 SHEETS

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT NO. 31468-8

BEING A SUBDIVISION OF A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 WEST, EARLY BEARSHAW MERIDIAN, MORE PARTICULARLY BEING A PORTION OF LOT 92 OF TRACT NO. J1488-3, FILED IN BOOK 336, PAGE 276, COUNTY RECORDER'S OFFICE, RIVERSIDE COUNTY, CALIFORNIA, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

LEVI D. COX, L.S. 7930
RBF SURVEYING
DATE OF SURVEY: SEPTEMBER, 2005



DATA TABLE

	BEARINGS/DELTA	RADIUS	LENGTH
1	N88°10'43"E	---	25.17'
2	N73°48'41"W	---	25.74'
3	N87°01'50"E	---	86.02'
4	N87°01'50"E	---	61.66'
5	N88°12'21"W (R)	---	19.69'
6	N00°32'42"E	---	20.31'
7	N23°47'39"E	---	33.48'
8	N30°12'13"E	---	47.00'
9	40°48'37"	---	64.68'
10	78°50'51"	---	16.73'
11	22°49'48"	---	47.00'
12	79°51'35"	---	65.51'
13	N62°15'15"E	---	80.10'

NOTE

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

SEE SHEET 12

TR. NO. 34291 M.B. 417/57-64

N89°28'20"W 904.42' (R)

SEE SHEET 5

SEE SHEET 6

SEE SHEET 11

SEE SHEET 8

2007-0242504 ORIGINAL

418 101

SHEET 11 OF 12 SHEETS

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

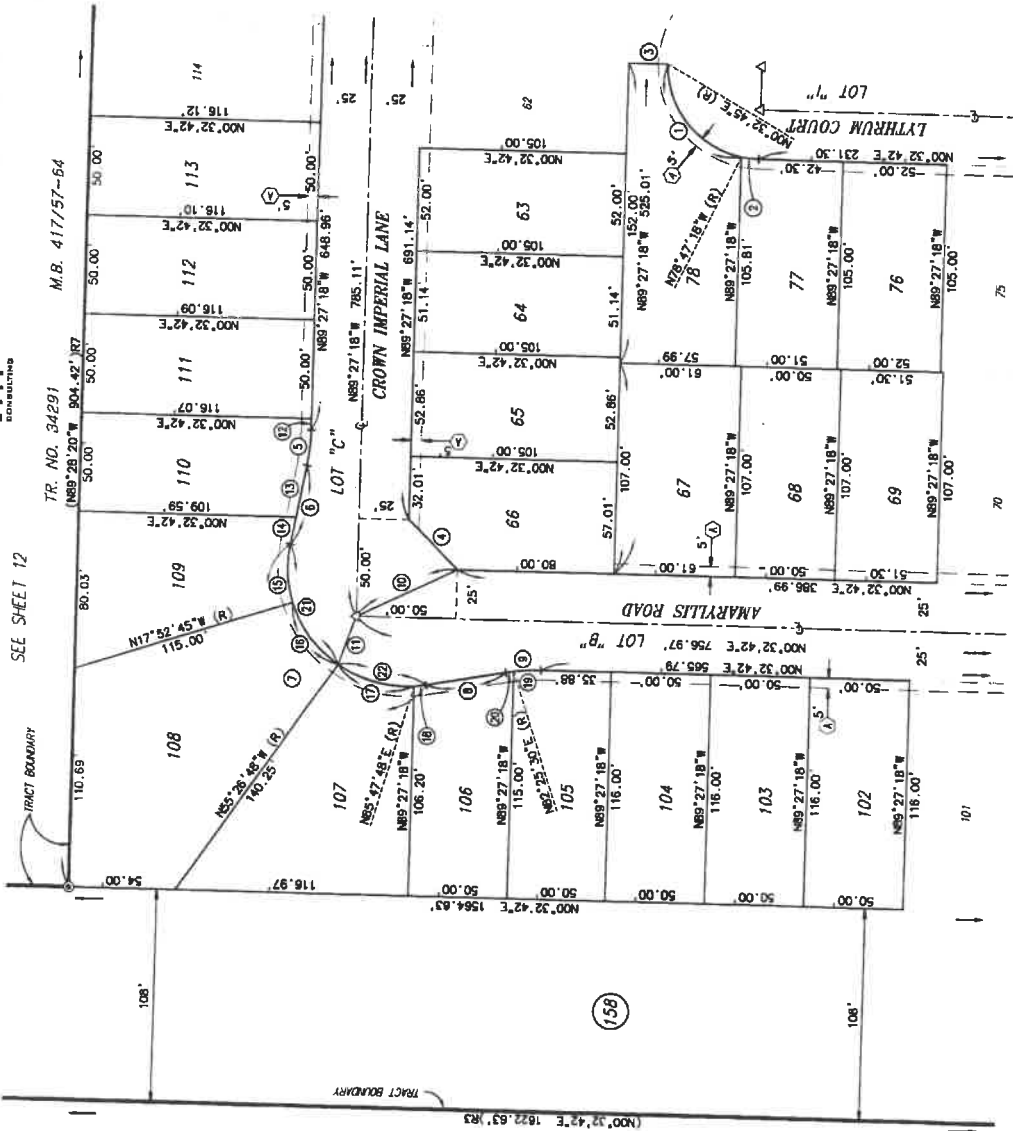
TRACT NO. 31468-8

BEING A SUBDIVISION OF A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY BEING A PORTION OF LOT 92 OF TRACT NO. 31468-3, FILED IN BOOK 388, PAGE 15, COUNTY OF RIVERSIDE, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

LEVI D. COX, L.S. 7930

REB
RECORDERS

DATE OF SURVEY: SEPTEMBER, 2005



SEE SHEET 10

SEE SHEET 9

BEARINGS/DELTA	RADIUS	LENGTH
1 79°20'03"	47.00'	65.08'
2 10°40'00"	47.00'	6.75'
3 N89°27'18"E	---	19.89'
4 N45°32'42"E	---	39.36'
5 10°23'20"	100.00'	40.91'
6 N79°03'59"W	60.00'	116.00'
7 110°46'39"	60.00'	40.91'
8 N09°50'37"W	---	40.91'
9 10°23'19"	100.00'	18.13'
10 N26°01'12"W	---	35.90'
11 N 70°22'13"W	---	26.18'
12 N89°27'18"W	---	5.62'
13 N79°03'59"W	---	26.78'
14 37°45'47"	---	14.13'
15 37°45'47"	60.00'	30.17'
16 37°45'47"	60.00'	39.34'
17 38°45'24"	60.00'	40.59'
18 05°38'25"	60.00'	3.97'
19 08°07'12"	100.00'	3.87'
20 02°16'07"	100.00'	3.87'
21 66°22'50"	60.00'	69.51'
22 44°23'49"	60.00'	46.48'

NOTE:

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

2007-0242504

ORIGINAL

418/102

SHEET 12 OF 12 SHEETS

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

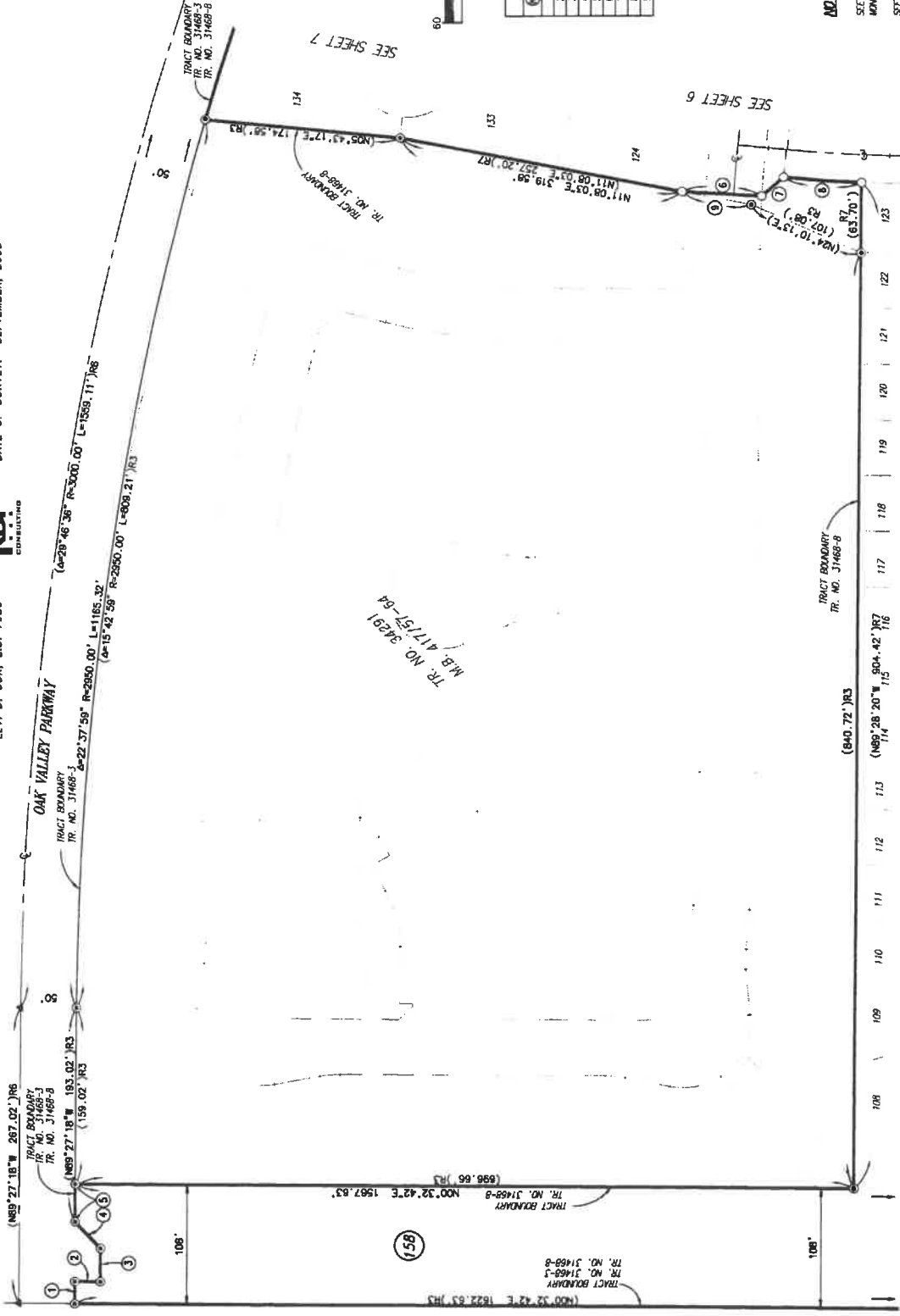
TRACT NO. 31468-8

BEING A SUBDIVISION OF A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY BEING A PORTION OF LOT 52 OF TRACT NO. 31468-3, FILED IN BOOK 398, PAGES 72 THROUGH 85, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

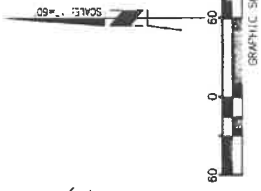


LEVI D. COX, L.S. 7930
DATE OF SURVEY: SEPTEMBER, 2005

OAK VALLEY PARKWAY



NO.	BEARING/Delta	RADIUS	LENGTH
1	N89°27'18"W	---	20.00' R3
2	N00°32'42"E	---	23.00' R3
3	N89°27'18"W	---	30.00' R3
4	N46°45'50"E	---	33.24' R3
5	N89°27'18"W	---	34.00' R3
6	N03°22'48"E	---	70.70' R7
7	N40°38'31"W	---	25.89' R7
8	S02°38'27"W	---	67.34' R7
9	N11°08'03"E	1525.00'	---



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

SEE SHEET 6

SEE SHEET 7

SEE SHEET 10

SEE SHEET 11

2008-0135584 428
ORIGINAL
SHEET 1 OF 5 SHEETS

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

TRACT NO. 34290

BEING A SUBDIVISION OF A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY BEING ALL OF LOT 91 OF TRACT NO. 31488-3, FILED IN BOOK 384, PAGES 23 THROUGH 34, INCLUDING, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

LEVI D. COX, L.S. 7930 SEPTEMBER, 2005



THIS SUBDIVISION CONTAINS:

- 25 NUMBERED LOTS
- 27 LINED STREET LOTS
- 27 LOTS TOTAL
- 6.77 ACRES GROSS

OWNER'S STATEMENT

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

WE HEREBY RESERVE FOR OPEN SPACE AND LANDSCAPE PURPOSES AND THE MAINTENANCE HEREOF, LOT 24, FOR THE SOLE BENEFIT OF OURSELVES, SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS MAP.

WE HEREBY DEDICATE TO THE CITY OF BEAUMONT FOR STREET AND PUBLIC UTILITY PURPOSES, LOT "A," SHOWN AS DUNN STREET, AND LOT "B" SHOWN AS CHARLTON COURT, WITHIN THIS TRACT MAP.

WE HEREBY DEDICATE TO THE CITY OF BEAUMONT FOR PUBLIC UTILITY PURPOSES, THE (5) FIVE FOOT WIDE EASEMENTS, AS SHOWN WITHIN THIS TRACT MAP.

WE HEREBY DEDICATE TO THE CITY OF BEAUMONT AN EASEMENT FOR DRAINAGE PURPOSES OVER LOT 24, AS SHOWN WITHIN THIS MAP.

WE HEREBY OFFER FOR DEDICATION, IN FEE SIMPLE TO THE CITY OF BEAUMONT, LOT 25 FOR DRAINAGE AND LANDSCAPE MAINTENANCE PURPOSES.

PAROLE WINES & CALIFORNIA CORPORATION

STATE OF CALIFORNIA,
COUNTY OF RIVERSIDE, JSS.

ON SEPTEMBER 22, 2005, BEFORE ME, Leviticus A. Bonon,
Notary Public in and for said State, personally appeared
Wendy Taylor, Vice President

PERSONALLY KNOWN TO ME (OR THROUGH THE BELIEF OF OTHERS OF CIRCUMSTANCES REFERRED TO) TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY FREELY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/THEIR SIGNATURES ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY/ENTITIES FOR WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT BY COMMISSION EXPIRES SEPTEMBER 22, 2008.

WITNESS MY HAND.

Leviticus A. Bonon
NOTARY PUBLIC IN AND FOR SAID STATE

STATE OF CALIFORNIA,
COUNTY OF RIVERSIDE, JSS.

ON AUGUST 22, 2005, BEFORE ME, Suzanne Vasson,
Notary Public in and for said State, personally appeared
Wendy Taylor

PERSONALLY KNOWN TO ME (OR THROUGH THE BELIEF OF OTHERS OF CIRCUMSTANCES REFERRED TO) TO BE THE PERSON(S) WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY FREELY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY/ENTITIES UPON WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT BY COMMISSION EXPIRES MADE 22, 2008.

WITNESS MY HAND.

Suzanne Vasson
NOTARY PUBLIC IN AND FOR SAID STATE

STATE OF CALIFORNIA,
COUNTY OF RIVERSIDE, JSS.

ON AUGUST 22, 2005, BEFORE ME, Suzanne Vasson,
Notary Public in and for said State, personally appeared
Wendy Taylor

PERSONALLY KNOWN TO ME (OR THROUGH THE BELIEF OF OTHERS OF CIRCUMSTANCES REFERRED TO) TO BE THE PERSON(S) WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY FREELY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY/ENTITIES UPON WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT BY COMMISSION EXPIRES MADE 22, 2008.

WITNESS MY HAND.

Suzanne Vasson
NOTARY PUBLIC IN AND FOR SAID STATE

RECORDER'S STATEMENT

FILED THIS 10th DAY OF MARCH, 2005 AT
BEAUMONT, IN BOOK 4118 OF MAPS AT PAGES
20-24, AT THE REQUEST OF THE
CITY CLERK, CITY OF BEAUMONT,
NO. 2005-0135584
FILE # 15-00

LARRY E. WARD, COUNTY ASSESSOR-CLERK-RECORDER
BY: Suzanne Vasson DEPUTY
SUBDIVISION GUARANTEE: CHICAGO TITLE COMPANY

SURVEYOR'S STATEMENT

I HEREBY STATE THAT I AM A LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA AND THAT THIS MAP CONSISTING OF FIVE (5) SHEETS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE CLIENTS, A CALIFORNIA CORPORATION, IN JANUARY OF 2004. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND TYPE INDICATED, OR WILL BE IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP. I HEREBY STATE THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETAINED AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATED: November 12th, 2005



LEVI DAVID COX, L.S. 7930

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP, THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT NO. 34290, WHICH WAS APPROVED BY THE BEAUMONT CITY COUNCIL ON MARCH 21, 2006 AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF TITLE 16 OF THE BEAUMONT MUNICIPAL CODE APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT; THAT THE PLANS FOR DRAINS, DRAINAGE WORKS, AND SEWERS SUFFICIENT TO PROTECT ALL LOTS IN THE SUBDIVISION FROM FLOODS HAVE BEEN APPROVED; THAT A COMPLETE SET OF PLANS FOR THE CONSTRUCTION OF ALL REQUIRED IMPROVEMENTS HAS BEEN FILED WITH THE COMMUNITY DEVELOPMENT DEPARTMENT AND THAT THE SAME HAVE BEEN CHECKED AND APPROVED; AND THAT ALL IMPROVEMENTS HAVE BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED PLANS AND THAT THE SUBDIVIDER HAS ENTERED INTO AGREEMENT WITH THE CITY OF BEAUMONT CONCERNING COMPLETION OF ALL IMPROVEMENTS AND SPECIFYING THE TIME FOR COMPLETING THE SAME AS MAY BE REQUIRED BY THE CONDITIONS OF APPROVAL DATED MARCH 21, 2006.

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



DATED: 19.05.06

Deepa Moorjani
BY: DEEPA MOORJANI, L.S. 6369
(L.I.C. EXPIRES 12/31/2008)

BEAUMONT CITY COUNCIL CERTIFICATE

I HEREBY CERTIFY THAT THIS MAP WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF BEAUMONT ON 3rd DAY OF MAY, 2007, AND THAT THE OFFER(S) OF DEDICATION(S) DEPICTED HEREON WERE NOT ACCEPTED. THE CITY COUNCIL ACTION AND ACCEPT THE FOLLOWING DEDICATION(S) AND IMPROVEMENTS FOR PUBLIC USE, WHICH ACCEPTANCE SHALL BE RECORDED IN THE RIVERSIDE COUNTY RECORDER.

THE DEDICATION TO FOR STREET AND PUBLIC UTILITY PURPOSES, LOT "A" SHOWN AS DUNN STREET AND LOT "B" SHOWN AS CHARLTON COURT, WITHIN THIS TRACT MAP.

THE DEDICATION FOR PUBLIC UTILITY PURPOSES, THE (5) FIVE FOOT WIDE EASEMENTS, AS SHOWN WITHIN THIS TRACT MAP.

THE DEDICATION OF AN EASEMENT FOR DRAINAGE PURPOSES OVER LOT 24, AS SHOWN WITHIN THIS MAP.

THE DEDICATION IN FEE SIMPLE OF LOT 25 FOR DRAINAGE AND LANDSCAPE MAINTENANCE PURPOSES, AS OFFERED FOR DEDICATION AND AS SHOWN WITHIN THIS MAP.

DATED: 13-27, 2007

Leviticus A. Bonon
CITY CLERK, CITY OF BEAUMONT,
RIVERSIDE COUNTY, CALIFORNIA

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR ANNUAL STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$3,000.00

DATED: 3-5, 2008

PAUL McDONNELL, COUNTY TAX COLLECTOR

BY: Paul McDonnell DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$3000 HAS BEEN REQUIRED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE, AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED: 3-5, 2008

MURPHY ROMERO, COUNTY TAX COLLECTOR

BY: Murphy Romero DEPUTY

SIGNATURE OMISSIONS NOTE

PURSUANT TO SECTION 66008 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

- 1) RIVERSIDE ABSTRACT COMPANY, HOLDER OF AN EASEMENT FOR PIPELINE AND INCIDENTAL PURPOSES, RECORDED APRIL 1, 1915, IN BOOK 371, PAGE 177, OF DEEDS (BLANKET IN NATURE).
- 2) SOUTHERN CALIFORNIA INVESTMENT COMPANY, HOLDER OF AN EASEMENT FOR WATER PIPES AND OTHER CONDITIONS, RECORDED SEPTEMBER 4, 1893, IN BOOK 4, PAGE 335 OF DEEDS (BLANKET IN NATURE).

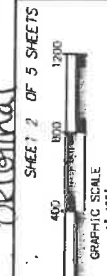
SOILS REPORT NOTE

PRELIMINARY SOILS INVESTIGATION REPORT FOR TENTATIVE TRACT NO. 31488, DATED NOVEMBER 27, 2003, AS PROJECT NO. 03-01-236-02, WAS PREPARED BY CONVERSE CONSULTANTS, AS REQUIRED BY SECTIONS 17953 OF THE CALIFORNIA HEALTH AND SAFETY CODE AND AS REQUIRED BY SECTION 66043.9 OF THE CALIFORNIA GOVERNMENT CODE. A COPY OF SAID REPORT, AND ANY SUPPLEMENTS THERE TO, ARE ON FILE FOR PUBLIC INSPECTION IN THE CITY ENGINEER'S OFFICE.

2008-0135584
DR/Gina

81

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT NO. 34290

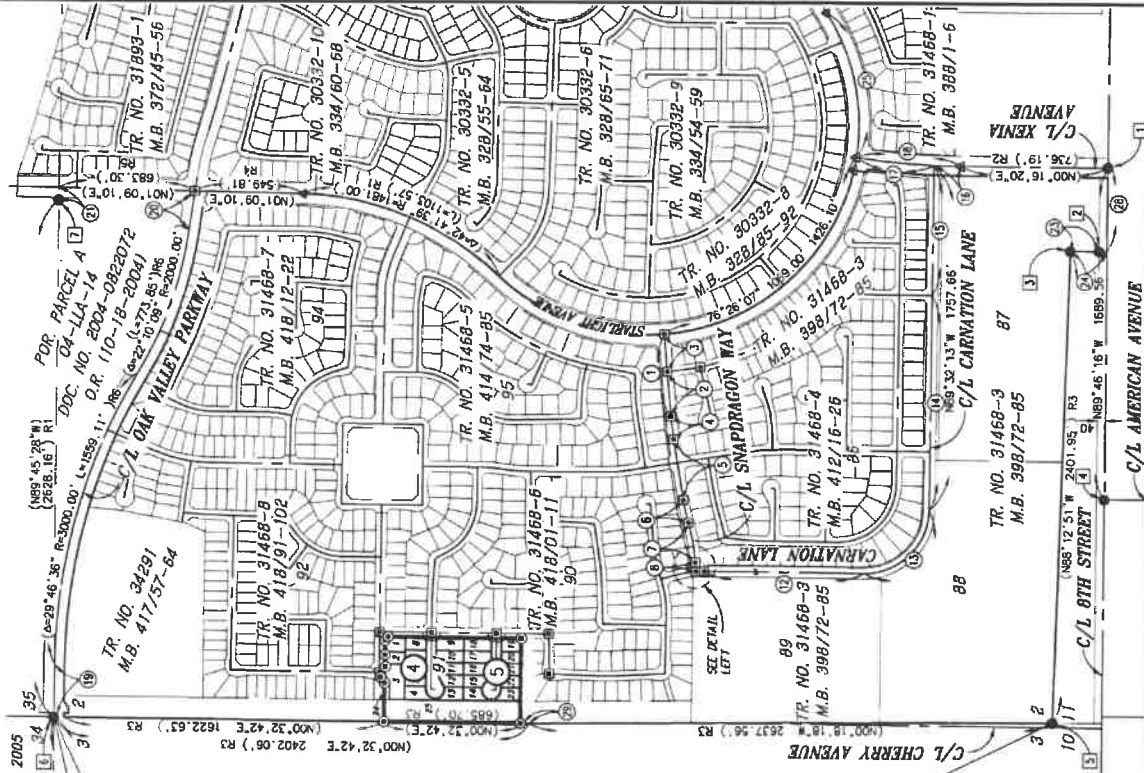


SHEET 2 OF 5 SHEETS

SEPTEMBER, 2005
LEVI D. COX, L.S. 7930



BEING A SUBDIVISION OF A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY BEING ALL OF LOT 91 OF TRACT NO. 31468-3, FILED IN BOOK 398, PAGES 72 THROUGH 85, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.



MONUMENT NOTES

- ▲ DENOTES 5/8" COPPER CLAD STEEL, PIN W/1 1/2" BRASS CAP STAMPED T.S. 6185" IN ASPHALT, FLUSH, TO BE SET PER TRACT 30332-1, M.B. 321/45-54
- ▲ DENOTES 5/8" COPPER CLAD STEEL, PIN W/1 1/2" BRASS CAP STAMPED T.S. 7930" IN ASPHALT, FLUSH, TO BE SET PER TRACT 31468-3, M.B. 388/1-6
- DENOTES 3" IRON PIPE W/ TAG T.S. 7930" FLUSH, IN THE GROUND OR IN ASPHALT, OR A LEAD, TACK-AND-TAG T.S. 7930" IN CONCRETE, TO BE SET PER TRACT 31468-3, M.B. 398/72-85
- DENOTES 3/8" COPPER CLAD STEEL, PIN W/1 1/2" BRASS CAP STAMPED T.S. 7930" IN ASPHALT, FLUSH, TO BE SET PER TRACT 31468-3, M.B. 398/72-85
- DENOTES 3/8" COPPER CLAD STEEL, PIN W/1 1/2" BRASS CAP STAMPED T.S. 7930" IN ASPHALT, FLUSH, TO BE SET PER TRACT 31468-6, M.B. 418/01-11
- DENOTES FOUND MONUMENT AS NOTED AND RETIREFIED BELOW
- 1 3/4" IRON PIPE W/ NAIL & TAG ALLEGIBLE, DN. 0.1" IN LIEU OF 1" IRON ANGLE PER P.M.B. 107/45-46 ACCEPTED AS THE CENTERLINE INTERSECTION OF XENIA AVENUE AND 8TH STREET, SET TAG T.S. 7930" IN FOUND PIPE.
- 2 1/2" IRON PIPE, OPEN, DN. 0.6" IN LIEU OF 1/2" IRON PIPE MARKED T.S. 1433" FOR S.R. COR. LOT 7 BLOCK 1, SUBDIVISION OF SECTION 11, M.B. 9/10 S.B. CO
- 3 1/2" IRON PIPE W/ NAIL & TAG STAMPED T.S. 1433" DN. 0.5" FOR M.W. COR. LOT 7 BLOCK 1, SUBDIVISION OF SECTION 11, M.B. 9/10 S.B. CO
- 4 1" IRON PIPE W/ PLASTIC PLUG, ALLEGIBLE, DN. 0.4" IN LIEU OF 1" IRON PIPE STAMPED T.S. 2884" PER P.M.B. 107/45-46 ACCEPTED AS THE CENTERLINE INTERSECTION OF AMERICAN AVENUE AND 8TH STREET, SET TAG T.S. 7930" IN FOUND PIPE.
- 5 1" IRON PIPE W/ PLASTIC PLUG, ALLEGIBLE, DN. 1.8" ACCEPTED AS THE OR COR. SEC. 2 PER P.M.B. 85/88, SET TAG T.S. 7930" IN FOUND PIPE.
- 6 1" IRON PIPE W/ NAIL IN CONCRETE, NO TAG, DN. 0.6" PER TRACT NO. 30332-1, M.B. 321/45-54, ACCEPTED AS THE C/L INTERSECTION OF CHERRY AVENUE AND 14TH STREET AND THE N.W. COR. SEC. 2, SET TAG T.S. 7930" IN FOUND PIPE.
- 7 1" IRON PIPE, NO TAG, DN. 1.7" PER TRACT NO. 30332-1, M.B. 321/45-54, ACCEPTED AS S 1/4 COR., SEC. 35, T.25., R. 1W., S.B.M., SET TAG T.S. 7930" IN FOUND PIPE.

DATA TABLE

NO	BEARINGS/Delta	RADIUS	LENGTH
1	(N85°08'32"E)	(422.60')	422.60' R3
2	(N85°09'32"E)	(229.60')	229.60' R3
3	(N85°09'32"E)	(193.00')	193.00' R3
4	(04°27'08")	(1500.00')	(116.57') R3
5	(N80°42'25"E)	(1000.00')	(314.40') R3
6	(08°44'51")	(1000.00')	(117.87') R3
7	(N85°46'28"E)	(1000.00')	(206.06') R3
8	(N85°46'28"E)	(64.25')	(64.25') R3
9	(09°11'53"E)	(525.00')	(58.78') R3
10	(04°20'30")	(525.00')	(39.78') R3
11	(N00°27'16"E)	(297.00')	(808.52') R3
12	(89°59'29")	(466.48')	(1098.19') R3
13	(N89°32'13"W)	(659.47')	(659.47') R3
14	(02°13'48")	(3500.00')	(136.23') R3
15	(06°28'07")	(3500.00')	(395.14') R3
16	(08°27'58")	(3500.00')	(531.38') R2
17	(N81°50'50"W)	(267.02')	(267.02') R6
18	(N81°50'50"W)	(62.71')	(62.71') R3
19	(N89°46'13"W)	(1068.00')	(908.40') R3
20	(N00°16'11"E)	(146.80')	(146.80') R3
21	(N00°16'11"E)	(186.60')	(186.60') R3
22	(41°10'01")	(1068.00')	(768.08') R2
23	(00°20'28")	(525.00')	(3.13') R3
24	(00°10'25")	(525.00')	(1.56') R3
25	(N89°46'16"W)	(424.88')	(424.88') R3
26	(N00°32'42"E)	(43.66')	(43.66')

BOUNDARY CONTROL AND SHEET INDEX

- DENOTES SHEET NUMBER

NOTE:

SEE SHEET 3 FOR VICINITY MAP, EASEMENT NOTES AND SURVEYOR'S NOTES.

2008-0135584 428

82

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

TRACT NO. 34290

BEING A SUBDIVISION OF A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY BEING ALL OF LOT 91 OF TRACT NO. 31468-1, FILED IN BOOK 398, PAGES 72 THROUGH 85, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

LEVI D. COX, L.S. 7930 SEPTEMBER, 2005



SHEET 3 OF 5 SHEETS

CR-100-10

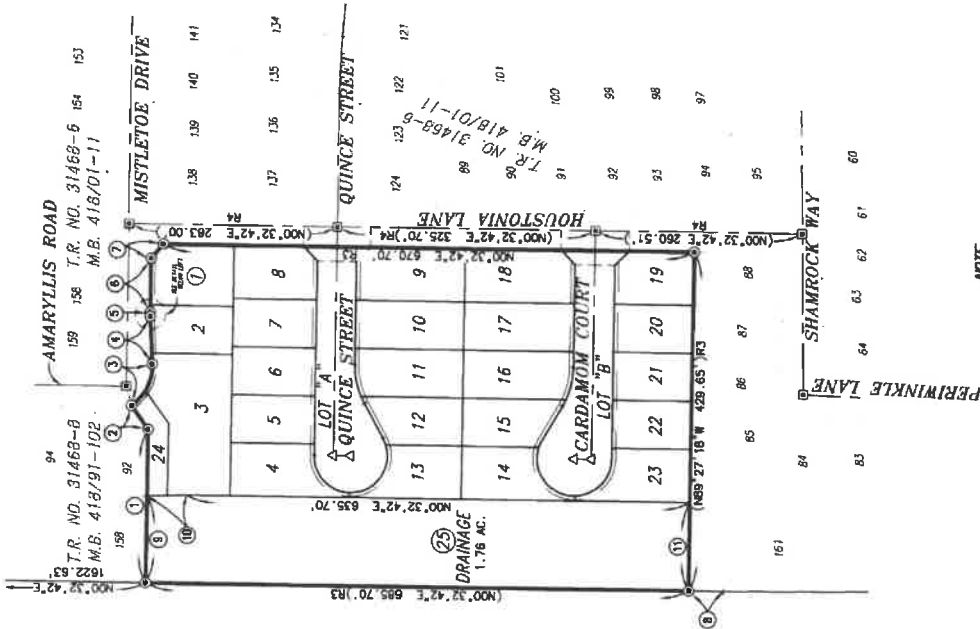


EASEMENT NOTES:

- ① INDICATES AN EASEMENT IN FAVOR OF THE CITY OF BEAUMONT FOR PUBLIC UTILITY PURPOSES AND THE MAINTENANCE THEREOF, DESIGNATED HEREON.

SURVEYOR'S NOTES:

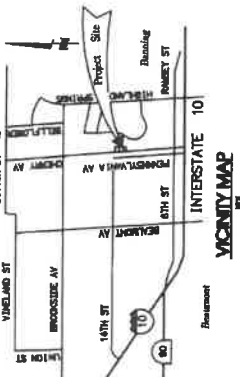
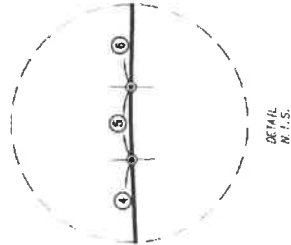
- 1. () = RECORD DATA
- 2. R1 = DENOTES RECORD DATA PER TRACT NO. 30332-1, RECORDED IN MAP BOOK 321, PAGE 45 THRU 54, OF OFFICIAL RECORDS, COUNTY OF RIVERSIDE.
- 3. R2 = DENOTES RECORD DATA PER TRACT NO. 31468-1, RECORDED IN MAP BOOK 388, PAGE 1 THRU 6, OF OFFICIAL RECORDS, COUNTY OF RIVERSIDE.
- 4. R3 = DENOTES RECORD DATA PER TRACT NO. 31468-3, RECORDED IN MAP BOOK 390, PAGE 72 THRU 80, OF OFFICIAL RECORDS, COUNTY OF RIVERSIDE.
- 5. R4 = DENOTES RECORD DATA PER TRACT NO. 30332-10, RECORDED IN MAP BOOK 334, PAGE 60 THRU 68, OF OFFICIAL RECORDS, COUNTY OF RIVERSIDE.
- 6. R5 = DENOTES RECORD DATA PER TRACT NO. 31468-1, RECORDED IN MAP BOOK 372, PAGE 45 THRU 56, OF OFFICIAL RECORDS, COUNTY OF RIVERSIDE.
- 7. R6 = DENOTES RECORD DATA PER GRANT DEED REC 5/1/2003 AS INST. #2003-031006.
- 8. (P) = DENOTES RADIAL BEARING
- 9. ALL MONUMENTS SHOWN AS SET WILL BE SET WITHIN ONE YEAR AFTER THE ACCEPTANCE OF IMPROVEMENTS BY CITY COUNCIL.
- 10. ALL SET MONUMENTS WILL BE SET PER RIVERSIDE COUNTY STANDARDS.
- 11. SET 1" IRON PIPE TAGGED "L.S. 7930", IN GROUND, FLUSH, OR A LEAD TACK AND TAG "L.S. 7930", IN CONCRETE AT ALL LOT CORNERS EXCEPT LOT CORNERS THAT ABUT A STREET WHICH WILL BE MARKED ON AN OFFSET INSIDE STREET RIGHT-OF-WAY OR STODOLINES PRODUCED, IN TOP OF CURB, UNLESS OTHERWISE NOTED. (NO MONUMENTS WILL BE SET FOR CORNER CUTOFFS, B.C.S., F.C.S., P.C.C.'S OR P.R.C.'S THAT ABUT A STREET WHICH ARE NOT LOT CORNERS MARKING SIDELINES, UNLESS OTHERWISE NOTED.)
- 12. Δ INDICATES SET 5/8" COPPER CLAD STEEL PIN 5/16-1/2" BRASS CAP STAMPED "L.S. 7930", IN ASPHALT, FLUSH, (RIVERSIDE COUNTY STD. 903, TYPE "B" MONUMENT.)
- 13. ○ INDICATES SET 2" IRON PIPE & TAG "L.S. 7930", FLUSH, IN THE GROUND OR IN ASPHALT, OR A LEAD TACK AND TAG "L.S. 7930", IN CONCRETE.



NOTE:

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

NO.	BEARING/DELTA	RADIUS	LENGTH
1	(N89°27'18"W)	(6)	194.261'
2	(S89°27'18"E)	(6)	194.261'
3	(S45°13'35"E)	(60.00')	60.00'
4	(N87°01'42"E)	(60.30')	60.30'
5	(S3°51'00"E)	(100.00')	100.00'
6	(N89°27'18"W)	(6.14')	67.65'
7	(N49°38'58"W)	(---)	23.43'
8	(N00°32'42"E)	(---)	43.86'
9	(N89°27'18"W)	(---)	110.10'
10	(N01°38'11"W)	(---)	50.04'
11	(N89°27'18"W)	(---)	112.00'



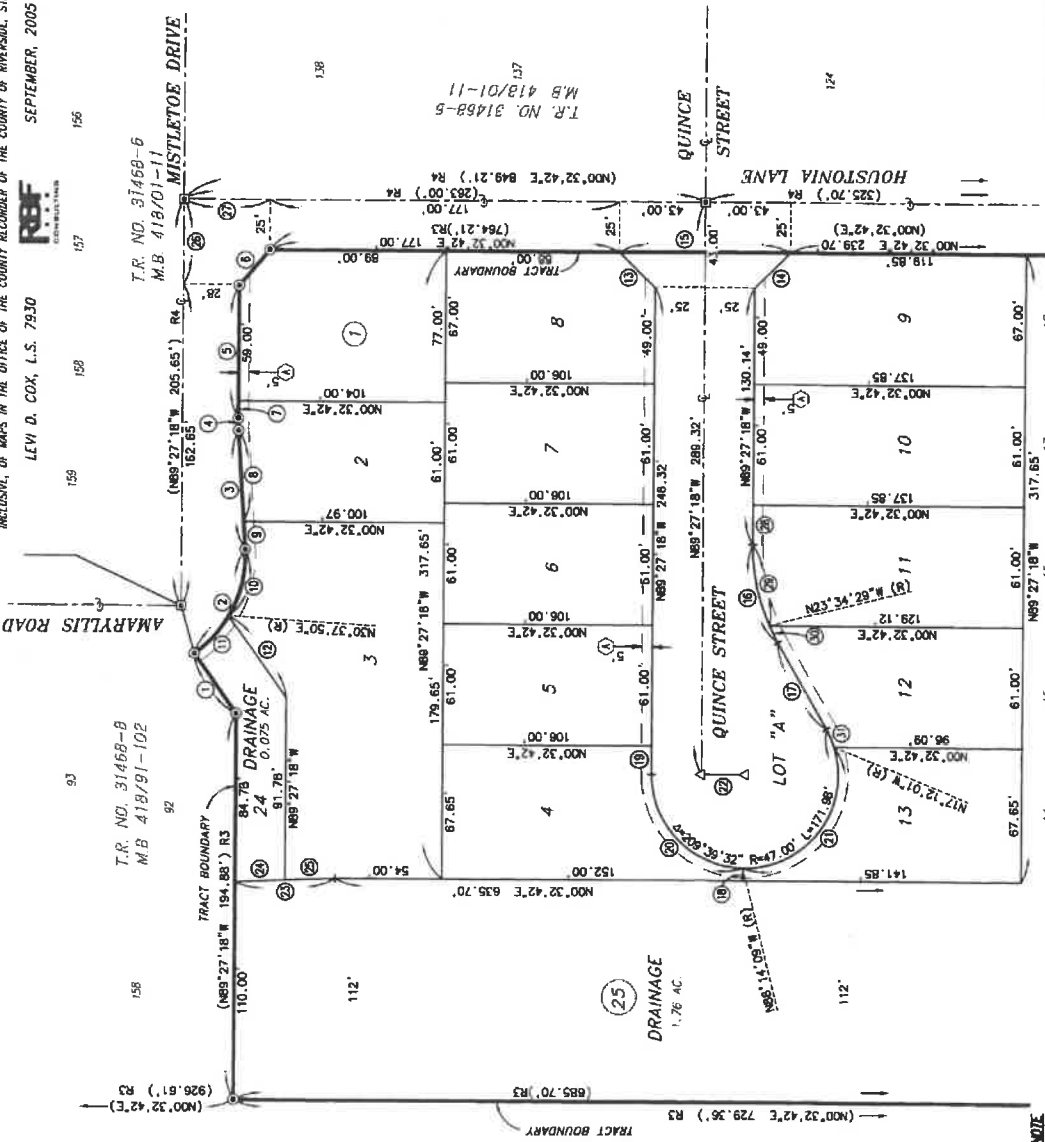
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428
Original
83
SHEET 4 OF 5 SHEETS

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

TRACT NO. 34290

BEING A SUBDIVISION OF A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY BEING ALL OF LOT 91 OF TRACT NO. 31468-3, FILED IN BOOK 388, PAGES 72 THROUGH 85, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

LEW D. COX, L.S. 7930 SEPTEMBER, 2005



NO	BEARINGS/Delta	RADIUS	LENGTH
1	(N55°15'17"E	---	36.93
2	(S5°13'35"	(80.00')	60.97
3	(N87°01'42"E	---	60.30
4	(03°31'00"	(100.00')	(6.14
5	(N89°27'18"W	---	(67.65
6	(M49°38'58"W	---	(23.43
7	(N89°27'18"W	---	8.65
8	(N87°01'42"E	---	46.31
9	(N87°01'42"E	---	13.89
10	(S4°33'28"	(60.00')	35.19
11	(S4°33'28"	(60.00')	20.34
12	(S55°15'17"E	---	25.46
13	(M44°27'18"W	---	25.46
14	(M44°27'18"W	---	25.46
15	(N00°32'42"E	---	86.00
16	(S9°39'31"	(100.00')	51.76
17	(N80°53'12"E	---	50.00
18	(N89°27'18"W	---	6.33
19	(N89°27'18"W	---	14.32
20	(S8°46'51"	(47.00')	72.83
21	(N06°57'52"	(47.00')	69.38
22	(N00°32'42"E	---	62.00
23	(N01°38'11"W	---	23.02
24	(N01°38'11"W	---	23.02
25	(N00°32'42"E	---	43.00
26	(N89°27'18"W	---	43.00
27	(N00°32'42"E	---	20.14
28	(N89°27'18"W	---	42.10
29	(S4°07'11"	(100.00')	9.67
30	(S5°32'20"	(100.00')	9.67
31	(N11°54'49"	(47.00')	8.77

EASEMENT NOTES:

(A) INDICATES AN EASEMENT IN FAVOR OF THE CITY OF BEAUMONT FOR PUBLIC UTILITY PURPOSES AND THE MAINTENANCE THEREOF. DEDICATED HEREIN.

SEE SHEET 5

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

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84

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

TRACT NO. 34290

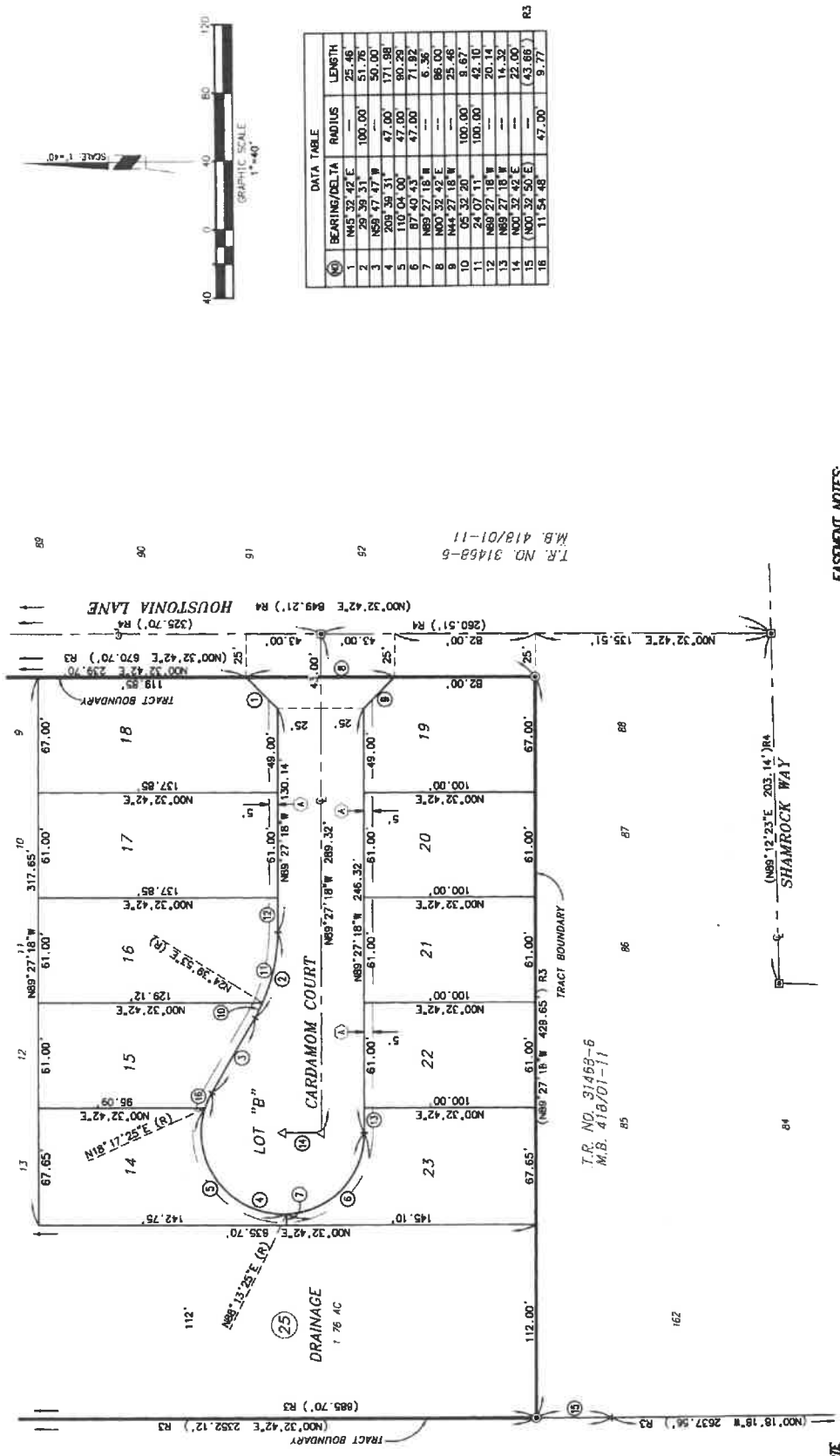
BEING A SUBDIVISION OF A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY BEING ALL OF LOT 91 OF TRACT NO. 31468-3, FILED IN BOOK 388, PAGES 72 THROUGH 85, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

LEW D. COX, L.S. 7930



SEPTEMBER, 2005

SEE SHEET 4



DATA TABLE

NO.	BEARING/DELTA	RADIUS	LENGTH
1	N45°32'42"E	100.00	25.46
2	S29°38'31"E	51.76	51.76
3	N59°47'47"W	---	50.00
4	S09°58'31"E	47.00	171.88
5	S10°04'00"E	47.00	90.20
6	N87°40'43"E	47.00	71.82
7	N89°27'18"W	---	6.36
8	N00°32'42"E	---	86.00
9	N44°27'18"W	100.00	25.46
10	S05°35'20"E	100.00	8.67
11	S89°27'18"W	100.00	20.14
12	N89°27'18"W	---	14.30
13	N00°32'42"E	---	22.00
14	(N00°32'50"E)	---	(43.66)
15	(N00°32'50"E)	---	(43.66)
16	N11°54'48"E	47.00	9.77

EASEMENT NOTES:
 (A) INDICATES AN EASEMENT IN FAVOR OF THE CITY OF BEAUMONT FOR PUBLIC UTILITY PURPOSES AND THE MAINTENANCE THEREOF. DEDICATED HEREON.

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

T.R. NO. 31468-6
M.B. 418/01-11

T.R. NO. 31468-6
M.B. 418/01-11

SHEET 5 OF 5 SHEETS

Attachment C

**Resolution to Accept Landscape, Storm Drain, and Maintenance Trail
Improvements of Cherry Avenue Channel on Lots 162 Tract Map
3168-6, Lot 158 Tract Map 31468-8 and Lot 25 Tract Map 34290**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF BEAUMONT AUTHORIZING
THE MAYOR TO ACCEPT THE OFFERS OF DEDICATION
RELATED TO LANDSCAPE, STORM DRAIN, AND
MAINTENANCE TRAIL IMPROVEMENTS OF THE CHERRY
AVENUE CHANNEL**

WHEREAS, Pardee Homes had originally dedicated portions of the Cherry Avenue Channel in the form of a fee interest in Lot 162 of Tract Map 31468-6, and Lot 25 on Tract Map 34290 to the City for landscape and storm drain maintenance; and

WHEREAS, KB Homes Coastal, Inc. had originally dedicated a portion of the Cherry Avenue Channel in the form of a fee interest in Lot 158 on Tract Map 31468-8; and

WHEREAS, Pardee Homes is the current fee owner of Lot 158 on Tract Map 31468-8; and

WHEREAS, City did not accept the aforementioned offers of dedication because landscape, storm drain, and maintenance trail improvements were not completed by developer during final map acceptance; and

WHEREAS, California Government Code Section 66477.2 allows a legislative body to accept dedications at a later date that were not originally accepted during final map acceptance by forming a resolution to accept those dedications; and

WHEREAS, City staff has determined that landscape, storm drain, and maintenance trail improvements have been completed and are ready to accept; and

WHEREAS, Government Code Section 27281 provides that instruments conveying an interest in real property to the City may not be recorded without a Certificate of Acceptance from the City Council; and

WHEREAS, Government Code Section 27281 also provides that the City Council may, by a resolution, authorize one or more officers to accept instruments conveying an interest in real property by executing a Certificate of Acceptance; and

WHEREAS, the City Council desires to delegate to the Mayor the authority to accept the within described real property interests on behalf of the City.

WHEREAS, A notice of completion and certificate of acceptance for accepting the aforementioned lots will be recorded with the Riverside County Clerk Recorder's Office once the resolution is adopted by City Council; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Beaumont does authorize accepting a fee interest in Lot 162 of Tract Map 31468-6, Lot 158 of Tract Map 31468-8, and Lot 25 of Tract Map 34290 as well as easements on Lot 161 of Tract Map 31468-6 and Lot 24 of Tract Map 34290 per the following provisions:

Provision 1. Recordation of certificate of acceptance for each lot shall be executed by the Mayor and recorded with the Riverside County Clerk Recorder's Office

MOVED, PASSED AND ADOPTED this 2nd day of July 2019.

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____
Julio Martinez, Mayor, City of Beaumont

ATTEST:

Steven Mehlman
CITY CLERK

By: _____

Attachment D

**Notice of Completion for Landscape, Storm Drain and Maintenance Trail
Improvements on Lots 162 Tract Map 3168-6, Lot 158 Tract Map 31468-8
and Lot 25 Tract Map 34290**

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Name **City of Beaumont**
Street Address **550 E. 6th Street**
City & State **Beaumont, CA 92223**

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION

Notice is hereby given that:

- 1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- 2. The full name of the owner is City of Beaumont
- 3. The full address of the owner is 550 E. 6th Street, Beaumont, CA 92223

4. The nature of the interest or estate of the owner is in fee.

(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
<u>Pardee Homes</u>	

6. A work of improvement on the property hereinafter described was completed on 06/18/2019. The work done was: Landscape Drainage, and Maintenance Trail Improvements on Lot 162 of Tract Map 31468-6, Lot 158 of Tract Map 31468-8, and Lot 25 of Tract Map 34290

7. The name of the contractor, if any, for such work of improvement was None
(If no contractor for work of improvement as a whole, insert "none") (Date of Contract)

8. The property on which said work of improvement was completed is in the city of Beaumont,
County of Riverside, State of California, and is described as follows:

9. The street address of said property is None
(If no street address has been officially assigned, insert "none")

Dated: 06/18/2019

Signature of owner or corporate officer of owner
named in paragraph 2 or his agent

VERIFICATION

I, the undersigned, say: I am the _____ the declarant of the foregoing
("President of," "Manager of," "A partner of," "Owner of," etc.)
notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____, at _____, California.
(Date of signature) (City where signed)

(Personal signature of the individual who is swearing that the contents of the notice of completion are true)

Attachment E

Certificate of Acceptance for Landscape, Storm Drain, and Maintenance Trail Improvements on Lot 162 Per Tract Map 31468-6 Lot 158 Per Tract Map 31468-8 Lot 25 Per Tract Map 34290 Lot 161 Per Tract Map 31468-6 (Sewer and Drainage Easement) Lot 24 Per Tract Map 34290 (Drainage Easement)

**When Recorded Return
Original To:**

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

**NO RECORDING FEE REQUIRED PER
GOVERNMENT CODE SECTION 27383**

**CERTIFICATE OF ACCEPTANCE OF AN INTEREST IN REAL
PROPERTY BY THE CITY OF BEAUMONT**
(GOVERNMENT CODE SECTION 27281)

This is to certify that the interest in real property conveyed by the following instruments :
Tract Map 31468-6, as to Lot 161 and 162, Tract Map 31468-8 as to Lot 158, and Tract
Map 34290 as to Lot 24 and 25 to the City of Beaumont, a general law city in the State of
California, is hereby accepted by the Mayor of the City pursuant to the authority of the
Mayor to accept this offer of dedication conferred by City Council Resolution No. 2019-
adopted on , 2019. The City further consents to its recordation.

Date

Julio Martinez,
Mayor of the City of Beaumont, CA

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

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

On _____ before me, _____ Notary Public,
personally appeared Julio Martinez, MAYOR OF THE CITY OF BEAUMONT,
CALIFORNIA, who proved to me on the basis of satisfactory evidence to be the person
whose name is subscribed to the within instrument and acknowledged to me that he
executed the same in his authorized capacity, and that by his signature on the instrument
the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

BY: _____
NOTARY

(SEAL)

Agenda Item No. 8

Staff Report

TO: Mayor and Council Members

FROM: Todd Parton, City Manager

DATE: July 2, 2019

SUBJECT: Request of Rental Fee Waiver – Beaumont Community Youth Basketball

Background and Analysis:

The Beaumont Community Youth Basketball (BCYB) league has submitted a request for consideration of waiving rental fees for their summer basketball clinic, held at the Chatigny Recreation Center (CRC) gymnasium. The clinic is scheduled to be held July 8-11, 2019, from 6:15pm to 7:50pm, and again July 15-18, 2019, from 6:15pm to 7:50pm.

Attached is the facility rental application and formal letter of request for consideration (Attachment 1). The fees consist of \$960 in facility use and \$320 in costs to staff the building during the event.

Fiscal Impact:

Up to \$1,280 in facility use fees to be waived, depending on Council approval.

Recommendation:

1. Consider a partial fee waiver only for Beaumont Community Youth Basketball league's request in the amount of \$960, and
2. Direct staff to charge the BCYB for staff costs in the amount of \$320.

City Manager Review:  _____

Attachments:

- A. Facility Rental Application and request



CITY OF BEAUMONT
550 E. 6th Street
Phone (951) 769-8520
BeaumontCa.gov

FACILITY RENTAL APPLICATION

Location:

CHATIGNY REC CENTER

CIVIC CENTER

Room(s) number: Gym Courts

Date(s) of Use: 8-11 JUL; 15-18 JUL Period of use: One Time Weekly Monthly

Other: _____

Open Building: _____ am/pm Close Building: _____ am/pm

Starting Time: 6:15 am/pm Ending Time: 7:50 am/pm

Equipment Needed for Meeting/Usage: Chairs Tables Other: _____

Name of Organization/Group: BCYB

Purpose of Meeting/Usage: SUMMER BASKETBALL CLINIC

Expected Attendance: 30-50 Open to the Public? Yes No

ALL PERSONS UTILIZING CITY FACILITIES SHALL ABIDE BY ALL CITY RULES AND ORDINANCES INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

1. Applicant is responsible for leaving facilities in the same conditions as received: for cleanliness; and turning off all utilities.
2. It is understood and agreed that the applicant shall be solely responsible for the activities conducted by it or subject to its controls, and applicant agrees to and does here hold the City harmless from any and all liability or alleged liability arising out of, or in any way related to, the activities by said applicant: and in the event suit is brought arising out of any such activities, applicant will defend the City and pay any and all attorney fees and Court cost incurred in such suit.
3. Alcohol is not permitted in the Civic Center/CRC facilities unless you have provided proof of security. Security guards must be present entire time alcohol is being served.
4. Night and weekend use of the Beaumont Facilities will be by special arrangement only, with additional payment required for a City employee to be present in the building for the full length of your use.
5. A cleaning and damage deposit is required.
6. Events at the CRC that use the overflow parking lot at night will be required to rent a light tower for their event. The light must be turned off by 10pm.

Special Notes: \$120 - First 2 hrs
\$20 per hr - 6p-8p



CITY OF BEAUMONT
 550 E. 6th Street
 Phone (951) 769-8520
 BeaumontCa.gov

FACILITY RENTAL APPLICATION

Print Name: Roy Mickles
 Street Address: P.O. BOX 3126 City: BEAUMONT
 Zip: 92223 Telephone: 951-575-7112 Date: 5 JUN 2019

[Signature]
 Signature of Person Responsible (must be 18 years of age)

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

YOUR DEPOSIT IS REQUIRED TO RESERVE YOUR DATE. FEE BALANCE (IF APPLICABLE) WILL BE DUE AT TIME OF KEY PICK UP - CHECK OR CREDIT CARDS ONLY.

Please initial to accept below terms:

Staff: (Civic Center, CRC)

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

Deposit:

RM A deposit to hold the facility is required of \$500.00 for the GYM: \$45.00 for the Meeting Rooms.

This deposit must be paid, and the application form submitted to reserve the date for your event

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

Security Guards:

RM Security Guards are required, the number to be determined by the Beaumont Police Department for Civic Center or CRC. (# of guards on all facility rentals are subject to approval by the Beaumont Police Department). Arrangements may be made with a private security firm. A copy of the contract must be provided to this office.

RM **THE GUARD MUST BE LICENSED, BONDED AND IN UNIFORM.**

Alcoholic Beverages:

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



CITY OF BEAUMONT
550 E. 6th Street
Phone (951) 769-8520
BeaumontCa.gov

FACILITY RENTAL APPLICATION

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

Decoration and Set-Up:

RM Large events which may take longer to set up can make special arrangements beforehand. If your event falls on a Saturday, and there is nothing scheduled in the gym on the Friday prior to the event, you may come in to set up between the hours of 8am-12pm for a flat rate of \$100.00. You must be finished and out of the building by 12pm.

Chairs and Tables:

RM The City has 150 - 200 chairs, and 25 6-foot tables. These are available free of charge. If additional are needed, you will need to rent them from another organization.

Special Events:

RM By initialing you are stating you have read and are complying by all rules of the ordinance.

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

CANCELLATION:

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

-----STAFF USE ONLY-----

Fees: See attached

Heather Hanwood
Customer Service Coordinator

Date: 6/7/19

Community Services Director

Date: _____

Received by Htt
Date 6/7/19

Available: YES NO
In Book: YES NO
Staff Needed: YES NO



Beaumont Community Youth Basketball

P.O. Box 3126

Beaumont, CA 92223

Phone: (951) 575-7172



June 7, 2019

To: City of Beaumont
Attn: Beaumont City Council
Thru: Albert Chatigny Sr. Community Center
1310 Oak Valley Pkwy
Beaumont CA 92223

SUBJECT: REQUEST TO WAIVE FEES IN EXCESS OF THE \$20 PER HOUR ADMIN FEE

Beaumont Community Youth Basketball, Inc. aka BCYB
501(c)(3)
Entity # 3060139
FEIN: 26-1339390

COMMUNITY VALUES, INTEGRITY, LEADERSHIP

Beaumont Community Youth Basketball (BCYB) is a non-profit community organization that provides 425-500 children ages 5 thru High School the opportunity to participate in basketball. The league is open to children of all skill levels in the city of Beaumont and surrounding areas. Beaumont Community Youth Basketball strives to provide opportunities for personal growth and development of youth athletes, while reinforcing positive influences, self-confidence, self-esteem and the ability to excel on and off the court. BCYB is dedicated to educating and motivating each participating member while encouraging teamwork, sportsmanship and fun through the spirit of basketball. All of our directors, coaches, and staff are volunteers charged with always conducting themselves as ethical role models focused on the welfare of the children of our community. Character development is stressed through teamwork and sportsmanship remembering that the primary goal is for the children to have fun!

OTHER PROGRAMS

BCYB is not a AAU or other style private program which seeks athletes of a specific skill set and limits registration based on physical or some mental limitations. Every child and family is welcome to participate who will abide by basic codes of conduct.

OTHER BCYB COMMUNITY VALUE

College Scholarship Awards – the league annually participates with Beaumont Unified School District in Sr. Awards night at Beaumont High School. The league awards 3-8 eligible high school seniors money towards college or other higher learning institutions to further their education. These families have volunteered countless years and time to the success of the BCYB community program.

Three to 8 high school seniors receive in excess of \$3,500 collectively. This is not done by any other youth sports organization within the Beaumont community (football, soccer, baseball, gymnastics, etc.)

Letters of Recommendation – youth and parents who serve faithfully can receive letters of recommendations for job employment.

BCYB financially employs community school aged youth during its Fall/Winter Season – youth begin to work on a rotational basis from September thru March.

BCYB does no cost participant scholarships on a case by case basis to be determined by the league board, and has program participation from special needs kids from local group homes.

BCYB ESTIMATED PROFITABLE IMPACT ON BEAUMONT'S ECONOMY

BCYB Annual Basketball Tournament – this event host teams from surrounding cities and out of state for 2-3 days during the 2^{ns} or 3rd week of March. Event encompasses 35 plus teams of 350 plus players. This includes family members and friends attending the program event.

Cities include: Redondo Beach, Big Bear, Needles, Bullhead, AZ, Las Vegas, NV, 29 Palms, Yucca Valley, San Bernardino, Hemet, Banning, and various private teams and organizations.

During this event, City of Beaumont hotels are booked out almost completely for the weekend. All of the cities restaurants, stores, gas stations, and other offerings are patronized as well.

Hotel cost \$156 - \$166 per night x 2 for 250 out of towners averages \$83, 000 for the weekend.

All other community activities and conveniences for MEALS & INCIDENTALS per diems for Riverside County \$66 per day per person. Average 2 – 4 persons per family 2-day stay in Beaumont can equal \$264 to \$568, Avg. = \$416 for the weekend tournament per family. The average number of basketball outside visitors in Beaumont for that weekend 650 – 850 individuals. Using 250 families times M & I @ \$416 = \$104,000.

March 15-17, 2019 Hotel = \$83, 000 + M&I = \$104, 000 Economic Value Est: \$187, 000

BCYB CHATIGNY COMMUNITY CENTER CONTRIBUTIONS

The league follows all community center policies and guidelines to the best of our ability. In order to maintain seasonal continuity of gym operational flow, the league actively assist with consulting subject matter experts if equipment or other issues occur, and readily assist financially with cost and repair of equipment, goals, bleachers, etc. though BCYB is not a year round occupant of the facility.

POC is the undersigned at (951) 575-7172.

Sincerely,

R. A. Mickles

Roy Mickles
President, Beaumont Community Youth Basketball

BEAUMONT COMMUNITY YOUTH BASKETBALL PRESENTS:

BACK II BASICS

2019 SUMMER BASKETBALL CLINIC



Where: Albert A. Chatigny Sr. Community Center
1310 Oak Valley Parkway, Beaumont 92223

Session 1: M-Th, Jul 8-11 Mon - Thu 6:15pm to 7:50pm

Session 2: M-Th, Jul 15-18 Mon - Thu 6:15pm to 7:50pm

**Boys & Girls Ages 5-14 yrs, we use adjustable goals for small kids
Some 4 year olds accepted if they can shoot on the 8 ft goal**

Camp Features

- ◆ A One week session cost \$50, 2-week session cost \$95
- ◆ CAMP T-SHIRT Included Only If Reg. For Both Sessions
- ◆ Low player to coach ratio broken up by age group
- ◆ Create lasting friendships
- ◆ Gain self-confidence through basketball success
- ◆ Take your game to the next level
- ◆ Daily lessons and scrimmages focusing on fundamentals
- ◆ Proper Attire—Jersey or Tshirt and shorts, court shoes

REGISTER AT THE DOOR

ON 8 Jul & 15 Jul at 6:15pm

No Refunds—you may switch weeks or if full session is missed the fee may be applied to winter registration.

Registration and Information

Keep upper portion and mail the lower portion of the form

For more info call Clayton Mattox, 951-453-1124.

BACK II BASICS SUMMER BASKETBALL CLINIC 2019 REGISTRATION FORM

Camper's Name: _____ Age _____ Male _____ Female _____
Checks/Money Orders Payable & Mailed to:
BCYB

Address: _____ P.O. Box #3126, Beaumont, CA 92223 or

Home Phone: (____) _____ Daytime Phone: (____) _____
Go on line to: thebcyb.net

Address: _____ **ABSOLUTELY NO CASH IF MAILED!**

City: _____ State: _____ Zip: _____ **DO NOT DROP AT: Chatigny Community Center**

Photo Release: I grant BCYB, its representatives and employees, the right to take photographs of my child during the 2019 Back II Basics Basketball Clinic. I authorize BCYB, its assignees and transferees to copyright, use and publish the same in prints and/or electronically for the purposes of publicity, advertising, and web content.

Medical Release: As the parent or legal guardian of the above-named child, and in the event of an injury or illness which requires immediate examination or treatment in the opinion of the director or coaches, and if I or an authorized person noted below cannot be contacted, I authorize and direct them on my behalf to have my child transported by car or ambulance to the medical facility listed below. If the doctor cannot be reached or is unavailable, necessary emergency treatment may be given by any doctor on call. I understand that Beaumont Community Youth Basketball assumes no financial responsibility for the medical care or ambulance transportation.

PRINT PARENT/GUARDIAN'S NAME: _____
DOCTOR TO CONTACT: _____ Phone: _____
HEALTH INSURANCE CARRIER/POLICY NUMBER: _____
PARENT/GUARDIAN'S SIGNATURE: _____ DATE: _____

Check/Money order #: _____
Amount: \$95 _____ Both Sessions
Amount: \$50 _____ Session 1, 16-19 Jul
Amount: \$50 _____ Session 2, 23-26 Jul
Camp T-Shirt Only For Both Sessions



CITY OF BEAUMONT

550 E. 6th Street, Beaumont, CA 92223
 Phone (951) 769-8520 Fax (951) 769-8526
www.Beaumont-Ca.gov

<p>INVOICE</p> <p>Date: June 7, 2019</p>	<p>Mail to:</p> <p>Attn: Community Services Dept 1310 Oak Valley Pkwy Beaumont, California 92223 (951) 769-8524 Fax : (951) 769-8519</p>
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<p>To: Beaumont Community Youth Basketball Roy Mickles bcyb.mickles@gmail.com</p>
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DESCRIPTION: COMMUNITY RECREATION CENTER USAGE FOR YOUTH BASKETBALL SUMMER PROGRAM

Dates	Times	Staff Fees	Building Rental Fees
July 8, 9, 10, 11 July 15, 16, 17, 18	6pm-8pm	\$320.00	\$960.00
Deposit			\$500.00

TOTAL FEES DUE \$1,780.00

Please make checks payable to "The City of Beaumont"

3060139

**State of California
Secretary of State**



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

JAN - 3 2008

DEBRA BOWEN
Secretary of State

3060139

ARTICLES OF INCORPORATION

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

DEC 12 2007

I

The name of this corporation is BEAUMONT COMMUNITY YOUTH BASKETBALL, INC.

II

A. This corporation is a nonprofit **PUBLIC BENEFIT CORPORATION** and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for:

- () public purposes.
- or () charitable purposes.
- or (x) public and charitable purposes.

B. The specific purpose of this corporation is to Promote program and events with good citizenship, community values, and guidance for the youth and citizens of the community.

III

The name and address in the State of California of this corporation's initial agent for service of process is:

Name ROY MICKLES

Address 38900 OAK VALLEY PARKWAY

City BEAUMONT State CALIFORNIA Zip 92223

IV

- A. This corporation is organized and operated exclusively for **charitable** purposes within the meaning of Section 501(c)(3), Internal Revenue Code.
- B. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

V

The property of this corporation is irrevocably dedicated to **charitable** purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for **charitable** purposes and which has established its tax exempt status under Section 501(c)(3), Internal Revenue Code.



Roy Mickles 9 DEC 2007
ROY MICKLES, Incorporator



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 1286
RANCHO CORDOVA CA 95741-1286

In reply refer to
755:G :EMM

March 24, 2009

BEAUMONT COMMUNITY YOUTH BASKETBALL INC
38900 OAK VALLEY PKWY
BEAUMONT CA 92223-1435

Purpose : EDUCATIONAL
Code Section : 23701d
Form of Organization : Corporation
Accounting Period Ending: December 31
Organization Number : 3060139

EXEMPT DETERMINATION LETTER

We determined you are exempt from California franchise or income tax under the California Revenue and Taxation Code section shown above.

The tax-exempt status is effective as of .

To retain exempt status, organizations are required to be organized and operating for nonprofit purposes within the provisions of the above section. An inactive organization is not entitled to exemption.

This decision is based on information you submitted and assumes that your present operations continue unchanged or conform to those proposed in your application. Any change in operation, character, or purpose of the organization must be reported immediately to this office so that we may determine the effect on your exempt status. Any change of name or address must also be reported.

In the event of a change in relevant statutory, administrative, judicial case law, a change in federal interpretation of federal law in cases where our opinion is based upon such an interpretation, or a change in the material facts or circumstances relating to your application upon which this opinion is based, this opinion may no longer be applicable. It is your responsibility to be aware of these changes should they occur. This paragraph constitutes written advice, other than a chief counsel ruling, within the meaning of Revenue and Taxation Code Section 21012(a)(2).

March 24, 2009
BEAUMONT COMMUNITY YOUTH BASKETBALL, INC.
ENTITY ID : 3060139
Page 2

For the organization's filing requirements, read enclosed Pub. 1068, Exempt Organizations - Requirements for Filing Returns and Paying Filing Fees. You may download the publication at www.ftb.ca.gov.

Note: This exemption is for state franchise or income tax purposes only. For information regarding sales tax exemption, contact the Board of Equalization at (800) 400-7115 or website www.boe.ca.gov.

A copy of this letter has been sent to the Registry of Charitable Trusts.

E DIALA
EXEMPT ORGANIZATIONS
BUSINESS ENTITIES SECTION
TELEPHONE (916) 845-4186
FAX NUMBER (916) 843-2076

ED :

COPY

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

MAY 21 2009

BEAUMONT COMMUNITY YOUTH BASKETBALL
INC
38900 OAK VALLEY PKY
BEAUMONT, CA 92223

Employer Identification Number:
26-1339390
DLN:
17053318320018
Contact Person:
DEBRA JOHNSON ID# 75126
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990 Required:
Yes
Effective Date of Exemption:
December 12, 2007
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

RECEIVED
2009 JUN -1 AM 10:35
BEAUMONT CHERRY VALLEY
RECREATION AND PARK DISTRICT

Letter 947 (DO/CG)

[< Back to Search Results](#)

Beaumont Community Youth Basketball Inc

EIN: 26-1339390 | Cherry Valley, CA, United States

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes**Deductibility Code:** PC

Form 990-N (e-Postcard)

Organizations who have filed a 990-N (e-Postcard) annual electronic notice. Most small organizations that receive less than \$50,000 fall into this category.

[> Tax Year 2016 Form 990-N \(e-Postcard\)](#)[> Tax Year 2014 Form 990-N \(e-Postcard\)](#)[> Tax Year 2011 Form 990-N \(e-Postcard\)](#)[> Tax Year 2008 Form 990-N \(e-Postcard\)](#)

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

[> Tax Year 2017 Form 990EZ](#)[> Tax Year 2015 Form 990EZ](#)*Page Last Reviewed or Updated: 6-Jul-2018*[Share](#)[Print](#)[Our Agency](#)[Know Your Rights](#)[Resolve an Issue](#)[Other Languages](#)[Related Sites](#)[About IRS](#)[Taxpayer Bill of Rights](#)[Respond to a Notice](#)[Español](#)[U.S. Treasury](#)

Work at IRS	Taxpayer Advocate Service	Office of Appeals	中文	Treasury Inspector General for Tax Administration
Help	Accessibility	Identity Theft Protection	한국어	
Contact Your Local Office	Civil Rights	Report Phishing	Русский	USA.gov
Tax Stats, Facts & Figures	Freedom of Information Act	Tax Fraud & Abuse	Tiếng Việt	
	No Fear Act			
	Privacy Policy			

Staff Report

TO: Mayor and City Council Members

FROM: Sean Thuilliez, Chief of Police

DATE: July 2, 2019

SUBJECT: Progress Report – Police Annex/ Emergency Operation Center

Background and Analysis:

In 2004, Pardee Homes (Pardee) constructed a 2,255 square foot design center on City property located at 1580 East 8th Street. Pardee no longer had a need for the design center and transferred the building to the City of Beaumont (City). The City accepted the transfer and took possession in the Spring of 2019, to repurpose it as the Police Annex to expand police operations and enhance the City's responsibilities for emergency services (OES).

One of the most significant plans for the Police Annex is to establish the City of Beaumont's Emergency Operation's Center (EOC). During a crisis or natural catastrophe the EOC will be crucial to the City's resilience, function and sustainability of operations. The Police Annex will provide a stand-alone designated EOC for department heads to gather to coordinate and maintain the continuity of City operations. The EOC will assist us to coordinate the City's response to meet the needs of our community during emergency management operations.

To establish the EOC the City procured an OES grant to purchase a 65" Samsung 4K UHD Smart TV, a flat panel mobile cart, and six HP ProBook 450 G5 15.6" lap-top computers to function and support the relationship for a SEMS/NIMS command and coordination component for a multiagency coordination system. Furthermore, the EOC possess access to the U.S. Department of Homeland Security Government Emergency Telecommunications Service (GETS). The Wireless Priority Service (WPS) provides an end-to-end nationwide wireless priority communications capability during disasters, or emergencies that may cause congestion or network outages that would prevent the use of cell phone communications. The use of WPS with GETS can increase probability of a call completion in both wireless and wireline networks during call blockages. The measures to increase the EOC infrastructure and IT capabilities are an on-going project.

As the City's population reaches 50,000, coupled with its sphere of influence encompassing approximately 48 square miles, the Police Annex increases the police department's presence throughout the community. The Police Annex is situated a short distance from City Hall, the Police Department, 2nd Street Marketplace Business corridor, and shopping centers located on Sixth Street. The Police Annex provides a back-up facility to the main PD

in the event we experience a significant infrastructural crisis such as flood, earthquake damage, fire, etc.


As a dual-purpose structure, we transferred members of the police department to the Police Annex to provide a larger, modern work space for the Community Policing and Problem Solving COPPS unit, Community Enhancement personnel, and the City's Fire Marshal.

Fiscal Impact:

There have been initial start-up costs of remodeling, retrofitting doors, windows, and the installation of security bars for the windows. Furthermore, there are expected on-going alarm monitoring, internet, and standard utility costs associated with the use of an additional structure.

Recommendation:

1. Fund the CIP budget to enhance the IT capabilities and infrastructure of the Police Annex / EOC to enhance outreach and emergency preparedness.

City Manager Review: 

Staff Report

TO: Mayor and Council Members

FROM: Jeff Hart, Director of Public Works

DATE: July 2, 2019

SUBJECT: Conduct a Public Hearing and Approve a Resolution Amending the City's FY17/18-FY21/22 Capital Improvement Plan (CIP)

Background and Analysis:

On September 5, 2017, the City Council approved the City's 5-year Capital Improvement Plan (CIP) and approved the FY17-18 CIP budget. The plan identifies the City's planned projects through a determined period of time, as well as the prospective financial sources.

On October 3, 2017, the City Council approved amendment number 1 to the 5-year CIP due to the Road Repair and Accountability Act of 2017, passed by the State of California, providing the City with a new funding source through the Road Maintenance and Rehabilitation Account (RMRA). The new funds available through RMRA can fund street, road, and highway related projects.

On March 6, 2018, the City Council approved amendment number 2 to the 5-year CIP due to mid-year adjustments for projects based on activities, bids and funding availability.

On May 1, 2018, the City Council approved amendment number 3 to the 5-year CIP to amend two projects (the Oak Valley/I-10 Interchange Project and the 8th Street Rehab Project) for additional costs required to complete the projects.

Discussion:

A Notice of Public Hearing was published on June 20, 2019, for an amendment to the 17/18 – 21/22 Fiscal Year CIP.

City staff is proposing to combine project #2016-003 Potrero Interchange Phase 1 (\$21,600,644) and Project #2017-023 Potrero Interchange Phase 2 (\$62,643,356) into one project. As such the amendment of both projects combined will now be under project #2016-003 and now referred to as the Potrero Interchange Improvements with a total budget of \$84,244,000. The total budget amount is inclusive of all previous expenditures to date as well as estimated amount to complete the entire project.

This project will be delivered in two phases, with the first phase constructing the SR-60 Potrero Overcrossing structure. The first phase of the project is fully funded, and it is in construction with target completion in the Summer of 2019. The second phase is to complete the interchange by constructing on and off-ramps to SR-60. The second phase is partially funded, with project construction cost estimated to be \$45,000,000. The City of Beaumont is requesting \$25,000,000 by applying for a Better Utilizing Investments to Leverage Development (BUILD) grant. Matching funds for the BUILD grant will come from a combination of private and state funds. The project is nearly shovel ready, as such, the City of Beaumont desires to list the SR-60 Potrero Interchange Project as a priority transportation project for seeking non-city funds to close the funding gaps.

Summary Budget Adjustment Number 4

CIP Project	Project Name	Original	Amended	Change
2016-001	Oak Valley/I-10 Interchange	1,460,500	1,460,500	0
2016-002	Pavement Management Inventory	43,246	43,246	0
2016-003	Potrero Interchange Improvement	21,600,644	84,244,000	62,643,356
2017-001	Pennsylvania/I-10 Interchange	3,950,000	3,950,000	0
2017-002	Oak Valley Pkwy Rehab	1,191,660	1,191,660	0
2017-003	Cherry Valley/I-10 Interchange	2,100,000	2,100,000	0
2017-004	Xenia Ave	450,000	450,000	0
2017-005	Waste Water Expansion Ph I	52,600,000	52,600,000	0
2017-006	Brine Pipeline to San Bernardino	38,620,000	38,620,000	0
2017-007	Title 22 Recycle Water	3,550,000	3,550,000	0
2017-008	Lift Station Upgrades	250,000	250,000	0
2017-009	Pennsylvania Widening	2,000,000	2,000,000	0
2017-010	6 th Street Rehab and Beautification	50,000	50,000	0
2017-011	Beaumont Ave, I-10 Beautification	0	0	0
2017-012	Pennsylvania/UPRR Grade Separation	36,000,000	36,000,000	0
2017-013	California Ave/UPRR Grade Separation	36,000,000	36,000,000	0
2017-014	Highland Springs/1 st St Storm Drain Improvements	185,000	185,000	0
2017-015	Street Light Repairs	0	0	0
2017-016	Beaumont Ave Signalization	1,000,000	1,000,000	0
2017-017	Annual Slurry Seal	135,600	135,600	0
2017-018	Advance Water Treatment (R.O.)	0	0	0
2017-019	Wastewater Admin Bldg	0	0	0
2017-020	Brine Capacity IEBL	7,000,000	7,000,000	0
2017-021	Brine Treatment OCSD	0	0	0
2017-022	Wastewater Mainline Projects	700,000	700,000	0
2017-023	Potrero Interchange Phase 2	0	0	0

2017-024	8 th Street Rehab	449,000	449,000	0
2017-025	Recycled Water Storage	0	0	0
2017-026	Cherry Ave Construction	0	0	0
2017-027	Oak Valley/I-10 Interchange	65,000,000	65,000,000	0
2017-028	Potrero Fire Station	4,100,000	4,100,000	0
2017-029	CDBG Sidewalk Improvements	300,000	300,000	0
2017-030	Annual Citywide Street Rehab	0	0	0
2017-031	Sewer Master Plan	0	0	0

Fiscal Impact:

The CIP Budget Amendment Number 4 is to amend two projects and combine them into one project. There is no fiscal impact at this time.

Recommendation:

1. Conduct a Public Hearing, and
2. Waive the full reading and approve by title only, "A Resolution of the City Council of the City of Beaumont Making Modification Amendment to the Five-Year Capital Improvement Plan for Fiscal Years 2017/2018 through 2021/2022."

City Manager Review: _____

Attachments:

- A. Resolution

Attachment "A"
RESOLUTION FY 17/18 CIP

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT
AMENDING THE FIVE-YEAR CAPITAL IMPROVEMENT PLAN FOR FISCAL
YEARS 2017/2018 THROUGH 2021/2022**

WHEREAS, on September 5, 2017, the City Council of the City of Beaumont adopted Resolution 2017-037 adopting the City’s Five Year Capital Improvement Plan for Fiscal Years 2017/2018 through 2021/2022 (“CIP”) at a duly noticed public hearing; and

WHEREAS, on October 3, 2017, the City Council of the City of Beaumont adopted amendment no. 1 to the City’s Five Year Capital Improvement Plan for Fiscal Years 2017/2018 through 2021/2022 (“CIP”) with an addition of a new funding source through the Road Maintenance and Rehabilitation Account (“RMRA”); and

WHEREAS, on March 6, 2018, the City Council of the City of Beaumont adopted amendment no. 2 to the City’s Five Year Capital Improvement Plan for Fiscal Years 2017/2018 through 2021/2022 (“CIP”) to restructure and reprioritize projects with the applicable funding sources; and

WHEREAS, on May 1, 2018, the City Council of the City of Beaumont adopted amendment no. 3 to the City’s Five Year Capital Improvement Plan for Fiscal Years 2017/2018 through 2021/2022 (“CIP”) to increase the funding of two projects in order to proceed and designate the appropriate and available funds; and restructure and reprioritize projects with the applicable funding sources; and

WHEREAS, this amendment is to combine two projects and their budgets being “2016-003 Potrero Interchange Ph I” and “2017-023 Potrero Interchange Ph 2” into one single project identified as “2016-003 Potrero Interchange Improvement Project”; and

WHEREAS, these specific revisions are detailed in **Exhibit “A”** attached hereto; and

WHEREAS, this amendment is intended to identify the Potrero Interchange Improvement Project as a top priority transportation project; and

WHEREAS, on April 21, 2018 pursuant to Government Code, section 66002, the City duly gave public notice of the public hearing of the proposed amendments and revisions to the CIP, a copy of which has been on file with the City Clerk Board at least 10 calendar days prior to the City Council’s commencement of such public hearing; and

WHEREAS, the City Council desires to revise and amend the Capital Improvement Plan as set forth herein;

**NOW, THEREFORE BE IT RESOLVED BY THE BEAUMONT CITY COUNCIL
AS FOLLOWS:**

Section 1. The City Council hereby amends and approves the Capital Improvement Plan for Fiscal Years 2017/2018 through 2021/2022 by amending project number 2016-3 and 2017-023 as shown in **Exhibit “A”**.

Section 2. The Capital Improvement Plan may be updated by the City Council from time to time pursuant to California Government Code, section 66002, or as otherwise provided by law.

Section 3. This Resolution shall take effect immediately upon its passage and adoption.

MOVED, PASSED, and ADOPTED this 2nd day of July, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____
Julio Martinez, Mayor
City of Beaumont

ATTEST:

By: _____
Steven Mehlman, City Clerk
City of Beaumont

EXHIBIT A
SUMMARY OF 2017/2018 CIP BUDGET AMENDMENT
AMENDMENT NO. 3 – PROJECTS 2016-01 THROUGH 2017-31

CIP Project	Project Name	Original	Amended	Change
2016-001	Oak Valley/I-10 Interchange	1,460,500	1,460,500	0
2016-002	Pavement Management Inventory	43,246	43,246	0
2016-003	Potrero Interchange Improvement	21,600,644	84,244,000	62,643,356
2017-001	Pennsylvania/I-10 Interchange	3,950,000	3,950,000	0
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2017-028	Potrero Fire Station	4,100,000	4,100,000	0
2017-029	CDBG Sidewalk Impr	300,000	300,000	0
2017-030	Annual Citywide Street Rehab	0	0	0
2017-031	Sewer Master Plan	0	0	0

Agenda Item No. 11

Staff Report

TO: Mayor and City Council Members
 Chair and Members of the Beaumont Financing Authority
 Chair and Members of the Beaumont Public Improvement Authority

FROM: Todd Parton, City Manager

DATE: July 2, 2019

SUBJECT: 1) Resolution of the City Council of the City of Beaumont, Acting as the Legislative Body of the City of Beaumont Community Facilities District No. 93-1, Authorizing the Issuance of its Special Tax Refunding Bonds and Approving Certain Documents and Taking Certain Other Actions in Connection Therewith

2) Resolution of the Board of Directors of the Beaumont Financing Authority Approving the Execution of Escrow Agreements in Connection with the Refunding of Certain Special Tax Bonds of the City of Beaumont Community Facilities District No. 93-1, and Taking Certain Other Action in Connection Therewith

3) Resolution of the Board of Directors of the Beaumont Public Improvement Authority, Riverside County, California, Authorizing the Issuance of its Local Agency Refunding Bonds in One or More Series, in an Aggregate Principal Amount not to Exceed Eight Million Dollars (\$8,000,000) and Approving Certain Documents and Taking Certain Other Actions in Connection Therewith

Background

On June 29, 1993, the City formed Community Facilities District 93-1 (the "District"). Concurrently, the City created 13 original improvement areas (IAs) within the District, which included IA's 3 and 11. On November 5, 2002, the City created IAs 9, 10A, and 12A within the District.

On January 31, 2007, the Beaumont Financing Authority (the "BFA") issued \$21,175,000 of bonds as Series 2007A which included IAs 3 and 11 and certain other IAs to refinance the outstanding Series 2000A Bonds. IAs 3 and 11 were approved with bond authorization amounts of \$11.9 million and \$3.185 million, respectively. The outstanding par amount for IA 3 is \$2.54 million and the outstanding par for IA 11 is \$1.03 million.

On May 10, 2007, the BFA issued \$22,490,000 of bonds as Series 2007C which includes IAs 9, 10A and 12A and certain other IAs to refinance outstanding Series 2003A Bonds. IAs 9,

10A and 12A were approved with bond authorization amounts of \$1.225 million, \$2.66 million and \$4.01 million respectively. The outstanding par amount for IA 9 is \$460,000, the outstanding par amount for IA 10A is \$1.64 million, and the outstanding par amount for 12A is \$1.02 million.

In June 2018, the City's financing team presented a possible bond refinancing of CFD 93-1 IAs 3, 9, 10A, 11 and 12A to the City Council acting on the behalf of the District. At the time, the estimated per parcel savings were deemed insufficient by the Council and the Council requested staff to return with the refinancing at a later date if, and when, per parcel savings had reached higher levels.

IAs 3, 9, 10A, 11 and 12A within CFD 93-1 are nearly built out residential districts with 972 developed parcels occupied by individual property owners. The aggregate assessed value-to-lien ratio is quite high at an estimated 17-to-1, which means that the current FY 2018-19 assessed values of the properties in the combined IAs are approximately 17 times greater than the outstanding CFD debt. The outstanding Series 2007A Bonds are currently rated "A-" by Standard & Poor's while the outstanding Series 2007C Bonds do not have an underlying credit rating. The prior bond insurance ratings were withdrawn by Standard and Poor's in 2010 and by Moody's in 2011.

Analysis

Based on the strong underlying credit quality of IAs 3, 9, 10A, 11 and 12A within CFD 93-1, the Beaumont Public Improvement Authority's proposed 2019 Local Agency Refunding Bonds (the "2019 Bonds") should qualify for an investment grade rating and may qualify for bond insurance which would elevate the rating on the 2019 Bonds to "AA." This would likely enable the 2019 Bonds to be sold at very attractive interest rates, even lower than the low rates garnered recently by other CFD bonds issued by the City.

Furthermore, the proposed 2019 Bonds may also qualify for a reserve fund surety policy. By purchasing a reserve fund surety policy, the proposed 2019 Bonds would not need to fund a separate bond reserve account out of proceeds. Securing a reserve fund surety policy is estimated to save the improvement areas in an excess of \$600,000.

Based on interest rates as of May 28, 2019, aggregate savings over the life of the bonds is \$1,184,080, equal to present value savings of \$696,277, or 10.41% of par value refunded. The interest rate savings combined with the reduction of the bond size (through use of a reserve fund surety) would produce average annual cash flows savings of about \$84,577 over the next 14 years (2020-2033). The estimated savings are net of all financing costs (including the cost of purchasing bond insurance and a reserve fund surety policy).

The table below highlights the total savings based upon current interest rates.

<i>Summary of Savings Results for 2019 Bonds*</i>	
Existing 2007A and 2007C Bonds	
Outstanding Amount	\$6,690,000
Current Interest Rates (on Outstanding Bonds)	4.0 to 5.2%
2019 Refunding Bonds	
Bond Amount	\$5,670,000
True Interest Cost	2.56%
Net Present Value Savings (\$)	\$696,277
Net Present Value Savings (% of Par Value Refunded)	10.41%
Average Annual Savings Through 2033	\$84,557
Average Annual Per Parcel Savings by Improvement Area (IA) Through 2033 – Projected savings are based on current interest rates assuming the 2019 Bonds are sold with "AA" bond insurance. These rates are subject to change based on market conditions.	IA 3 \$65 IA 9 \$83* IA 10A \$149 IA 11 \$96 IA 12A \$127

*Savings to be applied first to remedy shortfall in administrative expense obligation, then applied as savings to property owners.

As required under Section 5852.1 of the California Government Code (Code), below are the good faith estimates as provided by the Municipal Advisor and Underwriter:

- 1) As illustrated above, the true interest cost of the bonds is estimated at 2.56%, calculated as provided in Section 5852.1(a)(1)(A) of the Code.
- 2) The finance charge of the 2019 Bonds, including underwriter’s discount bond insurance, debt service reserve surety, and all other fees and charges paid to third parties, is estimated at \$314,484.
- 3) Proceeds of the 2019 Bonds received by the District for the sale of the 2019 Bonds, including the estimated principal amount of the proposed 2019 Bonds of \$5,670,000 less the finance charges set forth in (2) above is equal to \$5,355,516
- 4) The total payment amount calculated as provided in Section 5852.1(a)(1)(D) of the Code is estimated at \$7,976,245.

The foregoing are estimates and the final costs will depend on market conditions and can be expected to vary from the estimated amounts set forth above.

Documents to be Approved

Approval of the Resolutions referenced above will authorize the execution of the following documents:

- **Indenture of Trust** - This document contains the terms of the 2019 Bonds, including payment and redemption provisions, definition and pledge of Revenues to pay the 2019 Bonds, rights and duties of the trustee, remedies upon a default in the payment of the 2019 Bonds, and final discharge of the 2019 Bonds and other related matters;

- **Improvement Area Bond Indentures** – there will be an Improvement Area Bond Indenture for each of the improvement areas, and collectively, these documents will control the provisions of the CFD Bonds.
- **Escrow Agreements** – These documents contain terms by which the trustee, acting as the escrow agent, will hold 2019 Bond proceeds on behalf of the owners of the 2007A and 2007C Bonds to pay and discharge all these bonds on September 1, 2019;
- **Continuing Disclosure Agreement** – This is the document pursuant to which the Beaumont Improvement Authority agrees to provide the annual reports and notices of certain enumerated events, as required by SEC Rule 15-2-12.
- **Preliminary Official Statement** – This is the document pursuant to which the 2019 Bonds will be offered for purchase by the public. This document must contain all facts material to the 2019 Bonds, the IAs and the Beaumont Public Improvement Authority (with certain permitted exceptions to be completed in the final Official Statement) and must not omit any such material facts; and
- **Bond Purchase Agreement** – This document contains the obligation of the underwriter to accept and pay for the 2019 Bonds, provided that all of the covenants and representations of the Beaumont Public Improvement Authority and the IAs are met and certain other conditions excusing performance by the underwriter do not exist.

Additionally, the Resolution of the Beaumont Public Improvement Authority adopts the City's Conflict of Interest Code and the City's Disclosure Policy as applying to the Beaumont Public Improvement Authority.

Fiscal Impact

There is no cost to the City of Beaumont, however, the property owners are estimated to save a range of \$65 for IA 3 to \$149 for IA 10A per parcel annually through 2033, as illustrated in the table on the prior page. The net present value of savings is \$696,277 (10.41% on \$6,690,000 of bonds outstanding). The savings quoted above are net of all financing costs (including the cost of purchasing bond insurance and a reserve fund surety policy).

Recommendations

1. Hold a Public Hearing.
2. Waive the full reading and adopt by title only, "A Resolution of the City Council of the City of Beaumont Acting as the Legislative Body of the Community Facilities District 93-1, Authorizing the Issuance of Special Tax Refunding Bonds and Approving Certain Documents and Taking Certain Other Actions in Connection Therewith" and recess the City Council meeting.
3. Convene a meeting of the Board of Directors of the Beaumont Financing Authority and waive the full reading and adopt by title only, "A Resolution of the Board of Directors of

the Beaumont Financing Authority Approving the Execution of Escrow Agreements in Connection with the Refunding of Certain Special Tax Bonds of the City of Beaumont Community Facilities District No. 93-1, and Taking Certain Other Actions in Connection Therewith” and adjourn the board meeting.

4. Convene a meeting of the Board of Directors of the Beaumont Public Improvement Authority and waive the full reading and adopt by title only, “A Resolution of the Board of Directors of the Beaumont Public Improvement Authority, Riverside County California, Authorizing the Issuance of Its Local Agency Refunding Bonds in One or More Series, in an Aggregate Principal Amount not to Exceed Eight Million Dollars (\$8,000,000 million) and Approving Certain Documents and Taking Certain Other Actions in Connection Therewith” and adjourn the board meeting and reconvene the City Council meeting.

City Manager Review: _____



Attachments:

- A. CFD 93-1 Resolution Authorizing the Issuance of Refunding Bonds with a Principal Amount Not to Exceed Eight Million Dollars (\$8,000,000 Million)
- B. Beaumont Financing Authority Resolution Authorizing Escrow Agreements in Connection with the Issuance of Refunding Bonds
- C. Beaumont Public Improvement Authority Resolution Authorizing the Issuance of Local Agency Refunding Bonds with a Principal Amount Not to Exceed Eight Million Dollars (\$8,000,000 Million)
- D. Indenture of Trust
- E. Bond Indenture
- F. Escrow Agreement
- G. Preliminary Official Statement (with Continuing Disclosure Agreement attached)
- H. Bond Purchase Agreement

RESOLUTION NO. ____**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, ACTING AS THE LEGISLATIVE BODY OF THE CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 93-1, AUTHORIZING THE ISSUANCE OF SPECIAL TAX REFUNDING BONDS AND APPROVING CERTAIN DOCUMENTS AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH**

WHEREAS, the City Council of the City of Beaumont (the “City”), located in Riverside County, California (hereinafter sometimes referred to as the “legislative body of the District”), has heretofore undertaken proceedings to form the City of Beaumont Community Facilities District No. 93-1 (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, the District has previously issued the following bonds (collectively, the “Prior Bonds”) to finance or refinance certain public improvements for the benefit of Improvement Area Nos. 3, 11, 9, 10A and 12A of the District:

- 1) City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2007 Series A (Improvement Area No. 3) (the “Prior Improvement Area No. 3 Bonds”);
- 2) City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2007 Series A (Improvement Area No. 11) (the “Prior Improvement Area No. 11 Bonds”);
- 3) City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2007 Series C (Improvement Area No. 9) (the “Prior Improvement Area No. 9 Bonds”);
- 4) City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2007 Series C (Improvement Area No. 10A) (the “Prior Improvement Area No. 10A Bonds”); and
- 5) City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2007 Series C (Improvement Area No. 12A) (the “Prior Improvement Area No. 12A Bonds”).

WHEREAS, the legislative body of the District now desires to refund the Prior Bonds through the issuance of bonds (collectively, the “2019 Bonds”) as follows:

- 1) City of Beaumont Community Facilities District No. 93-1 2019 Special Tax Refunding Bonds (Improvement Area No. 3) in an aggregate principal amount not to exceed \$3,015,000 for the purpose of refunding the Prior Improvement Area No. 3 Bonds;
- 2) City of Beaumont Community Facilities District No. 93-1 2019 Special Tax Refunding Bonds (Improvement Area No. 11) in an aggregate principal amount not to exceed \$1,225,000 for the purpose of refunding the Prior Improvement Area No. 11 Bonds;

- 3) City of Beaumont Community Facilities District No. 93-1 2019 Special Tax Refunding Bonds (Improvement Area No. 9) in an aggregate principal amount not to exceed \$555,000 for the purpose of refunding the Prior Improvement Area No. 9 Bonds;
- 4) City of Beaumont Community Facilities District No. 93-1 2019 Special Tax Refunding Bonds (Improvement Area No. 10A) in an aggregate principal amount not to exceed \$1,975,000 for the purpose of refunding the Prior Improvement Area No. 10A Bonds; and
- 5) City of Beaumont Community Facilities District No. 93-1 2019 Special Tax Refunding Bonds (Improvement Area No. 12A) in an aggregate principal amount not to exceed \$1,230,000 for the purpose of refunding the Prior Improvement Area No. 12A Bonds.

WHEREAS, in order to effect the issuance of the 2019 Bonds, the legislative body of the District desires to enter into a Bond Indenture in connection with each series of 2019 Bonds, each dated as of July 1, 2019 (the "Local Obligation Bond Indentures"), with Wilmington Trust, National Association, as Fiscal Agent, in substantially the form presented herewith; and

WHEREAS, in order to effect the refunding and redemption of the Prior Bonds, the legislative body of the District desires to enter into one or more Escrow Agreements, dated as of July 1, 2019 (the "Escrow Agreements"), by and among the District, the Beaumont Financing Authority and Wilmington Trust, National Association, as Escrow Agent (the "Escrow Agent"), in substantially the form presented herewith; and

WHEREAS, the legislative body of the District has determined in accordance with Section 53360.4 of the Code that a negotiated sale of the 2019 Bonds to the Beaumont Public Improvement Authority (the "Authority") in accordance with the terms of the Bond Purchase Agreement to be entered into by and among the Authority, the District and Stifel Nicolaus & Company, Incorporated (the "Bond Purchase Agreement") approved as to form by this legislative body herein will result in a lower overall cost to the District than a public sale; and

WHEREAS, the legislative body of the District has determined that it is prudent in the management of its fiscal affairs to issue the 2019 Bonds and to sell such 2019 Bonds to the Authority; and

WHEREAS, the Authority will issue its bonds (the "Authority Bonds") to provide funds for its purchase of the 2019 Bonds; and

WHEREAS, pursuant to Government Code section 6586.5, the City Council, acting as the legislative body of the District, is required to find that the issuance of the Authority Bonds and the acquisition of the 2019 Bonds will result in significant public benefits of the type described in Government Code Section 6586;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY, ACTING AS THE LEGISLATIVE BODY OF THE DISTRICT, DOES HEREBY RESOLVE, ORDER AND DETERMINE AS FOLLOWS:

SECTION 1. Each of the above recitals is true and correct. Following a duly noticed and conducted public hearing, the City Council, acting as the legislative body of the District, hereby finds and determines that there are significant public benefits of the type described in Government Code Section 6586(a)-(d), inclusive, to the citizens within each of Improvement Area Nos. 3, 9, 10A, 11 and 12A of the District through the issuance of the Authority Bonds to assist the District with respect to the subject matter hereof.

SECTION 2. The legislative body of the District is authorized pursuant to the Act to issue the 2019 Bonds for the benefit of the District for purposes set forth herein and to take the necessary steps to refund and redeem the Prior Bonds.

SECTION 3. The issuance of each series of the 2019 Bonds in the aggregate principal amount not to exceed the applicable amounts set forth in the whereas recitals above is hereby authorized with the exact principal amount of each series to be determined by the official signing the Bond Purchase Agreement in accordance with Section 6 below. The legislative body of the District hereby determines that it is prudent in the management of its fiscal affairs to issue the 2019 Bonds. The 2019 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 6 hereof. The 2019 Bonds shall be governed by the terms and conditions of the form Local Obligation Bond Indenture presented at this meeting. Each Local Obligation Bond Indenture shall be prepared by Bond Counsel to the District and executed by one or more of the Mayor and the City Clerk of the legislative body of the District, the City Manager, the Assistant City Manager, the Finance Director, and their written designees (collectively, the "Authorized Officers") substantially in the form presented at this meeting, with such additions thereto and changes therein as the officer or officers executing the same deem necessary, including to cure any ambiguity or defect therein, to insert the offering price(s), interest rate(s), selling compensation, principal amount per maturity, redemption dates and prices and such other related terms and provisions as limited by Section 6 hereof, to conform any provisions therein to the Indenture for the Authority Bonds. Approval of such changes shall be conclusively evidenced by the execution and delivery of each Local Obligation Bond Indenture by one or more Authorized Officers. Capitalized terms used in this Resolution which are not defined herein have the meanings ascribed to them in the applicable Local Obligation Bond Indenture.

In satisfaction of the requirements contained in Section 53363.2 of the Act, the legislative body of the District hereby determines that: (1) it is anticipated that the purchase of the 2019 Bonds will occur on or about July 24, 2019, (2) each series of 2019 Bonds shall bear the date, be in the denominations, have the maturity dates (which do not exceed the latest maturity date of the applicable Prior Bonds being refunded), and be payable at the place and be in the form specified in the applicable Local Obligation Bond Indenture, (3) the 2019 Bonds will bear interest at the minimum rate of 0.5% per annum, and (4) the designated cost of issuing the 2019 Bonds being used to refund the Prior Bonds, as defined by Section 53363.8 of the Act, shall include all of the costs specified in Section 53363.8(a), (b)(2) and (c) of the Act.

In satisfaction of the requirements contained in Section 53364.2 of the Act, the legislative body of the District hereby determines that any savings achieved through the issuance of the 2019 Bonds shall be used to reduce special taxes of the District, and such reductions shall be made in accordance with the Act.

SECTION 4. The 2019 Bonds shall be executed on behalf of the District by the manual or facsimile signature of the Mayor of the legislative body of the District, and the seal of the City of Beaumont, or a facsimile thereof, shall be impressed or imprinted thereon and attested with the manual or facsimile signature of the City Clerk of the legislative body of the District. Wilmington Trust, National Association is hereby appointed to act as Fiscal Agent for the 2019 Bonds.

SECTION 5. The covenants set forth in the Local Obligation Bond Indentures to be executed in accordance with Section 3 above are hereby approved, shall be deemed to be covenants of the City Council in its capacity as the legislative body of the District and shall be complied with by the District and its officers.

SECTION 6. The forms of the Bond Purchase Agreement and the Preliminary Official Statement presented herewith are hereby approved; and any one of the Authorized Officers is hereby

authorized and directed, for and in the name of the District, to execute and the City Clerk, or his or her written designee, is authorized to attest to the Bond Purchase Agreement substantially in the form approved, with such additions thereto and changes therein as may be approved or required by an Authorized Officer, including changes relating to dates and numbers as are necessary to conform the Bond Purchase Agreement to the dates, amounts and interest rates applicable to the 2019 Bonds as of the sale date. 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 interest rate on each series of 2019 Bonds is such that the principal and total net interest cost to maturity on each such series of 2019 Bonds is less than the principal and total net interest cost to maturity on the applicable series of Prior Bonds. Stifel Nicolaus & Company, Incorporated is hereby authorized to distribute the Official Statement (in both preliminary and final forms) to prospective purchasers, and an Authorized Officer is hereby authorized to certify to Stifel Nicolaus & Company, Incorporated prior to the distribution of the Official Statement in preliminary form that such Official Statement is deemed final by the District within the meaning of Rule 15c2-12 of the Securities and Exchange Commission, as amended.

SECTION 7. The form of the Escrow Agreement presented at this meeting is hereby approved; and any one of the Authorized Officers is hereby authorized and directed, for and in the name of the District, to execute and the City Clerk, or his or her written designee, is authorized to attest to the Escrow Agreements, with such additions thereto and changes therein as may be approved or required by an Authorized Officer, including changes to conform to the final pricing of the escrow investments and to clarify any ambiguities; provided that the form of Escrow Agreement may be modified to conform to federal tax law requirements or to achieve further savings, with the advice and assistance of Bond Counsel, such approval to be conclusively evidenced by the execution of the Escrow Agreements by an Authorized Officer. Wilmington Trust, National Association is hereby appointed to act as Escrow Agent under the Escrow Agreements. The Authorized Officers are hereby authorized to execute as many Escrow Agreements as are necessary to effect the refunding of the Prior Bonds.

SECTION 8. In accordance with the requirements of Section 53345.8 of the Act, the legislative body of the District hereby determines that the Fiscal Year 2018-19 assessed value of the real property in each Improvement Area subject to the special tax to pay debt service on the applicable series of 2019 Bonds is at least three times the maximum principal amount of such series of 2019 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 such Improvement Area.

SECTION 9. Each of the Authorized Officers are authorized, but not required, to cooperate with the Authority so that the Authority may obtain a rating of the Authority Bonds from a nationally recognized rating service and, if it is necessary or advisable in order to improve said rating, to obtain a municipal bond insurance policy guaranteeing payment of principal and interest with respect to some or all of the Authority Bonds and/or a debt service reserve policy with respect to the Authority Bonds. The Authorized Officers are hereby further authorized to revise any of the documents referenced herein, or any related documents, to incorporate any provisions required in order to obtain such a municipal bond insurance policy and/or a debt service reserve policy.

SECTION 10. The Authorized Officers are each authorized to provide for all services necessary to effect the issuance of the 2019 Bonds. Such services shall include, but not be limited to, obtaining legal services, fiscal agent services and any other services deemed appropriate as set forth in a certificate of an Authorized Officer. The Authorized Officers are authorized to pay for the cost of such services, together with other costs of issuance from 2019 Bond proceeds, including premium costs for a municipal bond insurance policy and for a debt service reserve policy.

SECTION 11. All actions heretofore taken by officers and agents of the District and the City with respect to the sale and issuance of the 2019 Bonds and the Authority Bonds are hereby approved, confirmed and ratified, and the Mayor and City Clerk of the legislative body of the District, the City Manager, the Assistant City Manager, the Finance Director, and the other officers and staff of the City 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 the issuance, sale and delivery of the 2019 Bonds and the Authority Bonds in accordance with the provisions of this Resolution and the fulfillment of the purposes of the 2019 Bonds as described in the Local Obligation Bond Indentures. In the event that the Mayor of the legislative body of the District is unavailable to sign any document authorized for execution herein, any other member of the legislative body of the District or the City Manager, the Assistant City Manager or the Finance Director or their written designee, may sign such document. Any document authorized herein to be signed by the City Clerk of the legislative body of the District may be signed by a duly appointed deputy or assistant City clerk.

SECTION 12. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED AND APPROVED this 2nd day of July, 2019.

Julio Martinez, Mayor of the City of Beaumont, acting
in its capacity as the legislative body of the City of
Beaumont Community Facilities District No. 93-1

(SEAL)

ATTEST:

Nicole Wheelwright, Assistant City Clerk of the City of
Beaumont, acting in its capacity as the legislative body
of the City of Beaumont Community Facilities District
No. 93-1

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

I, Nicole Wheelwright, Assistant City Clerk of the City of Beaumont, do hereby certify that the foregoing resolution was duly adopted by the City Council of said City, acting in its capacity as the legislative body of the City of Beaumont Community Facilities District No. 93-1, at a regular meeting of said Board held on the 2nd day of June, 2019, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

Nicole Wheelwright, Assistant City Clerk
City of Beaumont

(SEAL)

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

I, Nicole Wheelwright, Assistant City Clerk of the City of Beaumont, do hereby certify that the above and foregoing is a full, true and correct copy of RESOLUTION NO. ____, of said City Council, acting in its capacity as the legislative body of the City of Beaumont Community Facilities District No. 93-1, and that the same has not been amended or repealed.

DATED: July 2, 2019

Nicole Wheelwright, Assistant City Clerk
City of Beaumont

(SEAL)

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF THE BEAUMONT FINANCING AUTHORITY APPROVING THE EXECUTION OF ESCROW AGREEMENTS IN CONNECTION WITH THE REFUNDING OF CERTAIN SPECIAL TAX BONDS OF THE CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 93-1, AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Beaumont Financing Authority (the “Authority”) has previously issued its Beaumont Financing Authority 2007 Local Agency Revenue Bonds, Series A (2000A Refunding) and its Beaumont Financing Authority 2007 Local Agency Revenue Bonds, Series C (2003A Refunding) (collectively, the “Prior Bonds”); and

WHEREAS, the Prior Bonds were issued under the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 of the Act (commencing with Section 6584), for the purpose of acquiring certain bonds (the “Local Obligations”) issued by the City of Beaumont Community Facilities District No. 93-1 (the “District”) for the benefit of certain of its improvement areas; and

WHEREAS, certain of the Local Obligations are being refunded by bonds issued by the District (such Local Obligations being refunded referred to herein as the “Refunded Local Obligations”); and

WHEREAS, the refunding of the Refunded Local Obligations will result in the refunding of a portion of the Prior Bonds (such portion being refunded referred to herein as the “Refunded Prior Bonds”); and

WHEREAS, the Board of Directors of the Authority (the “Board”) now desires to approve the form of an escrow agreement (the “Escrow Agreement”) to be used in connection with the refunding of each series of Refunded Local Obligations and the related refunding of the Refunded Prior Bonds;

NOW, THEREFORE, the Board of Directors of the Beaumont Financing Authority DOES HEREBY RESOLVE, ORDER AND DETERMINE AS FOLLOWS:

Section 1. Each of the above recitals is true and correct and is adopted by the Board.

Section 2. The form of the Escrow Agreement presented at this meeting is hereby approved and each of the Chair, the Vice Chair, the Executive Director, the Treasurer and the Secretary of the Authority, or their respective designees, acting alone, is authorized to execute an Escrow Agreement for each series of Refunded Local Obligations and the related refunding of the Refunded Prior Bonds in the form hereby approved, with such additions thereto and changes therein as the officers executing the same deem necessary. Approval of such changes shall be conclusively evidenced by the execution and delivery of the Escrow Agreements by one or more of such officers.

Section 3. Each of the Chair, Secretary, Treasurer and Executive Director of the Authority and the other officers and staff of the Authority responsible for the fiscal affairs of the Authority are hereby authorized and directed to take any and all actions and execute and deliver any

and all documents as are necessary to accomplish the defeasance and redemption of the Refunded Local Obligations and the Refunded Prior Bonds in accordance with the provisions of this Resolution, including but not limited to any amendment to the Indenture of Trust, dated as of January 15, 1994, by and between the Authority and Wilmington Trust, National Association, as successor trustee. In the event that the Chair of the Authority is unavailable to sign any document authorized for execution herein, any other member of the Board or the Executive Director, or his written designee, may sign such document. Any document authorized herein to be signed by the Secretary of the Board of the Authority may be signed by a duly appointed deputy or assistant secretary. By way of this Resolution, the Board of Directors hereby further approves the use of funds held in connection with the Refunded Prior Bonds for the purpose of redeeming and defeasing the Refunded Local Obligations and the related Refunded Prior Bonds.

APPROVED and ADOPTED this 2nd day of July, 2019.

Chair of the Board of Directors

ATTEST:

Assistant Secretary of the Board of Directors

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

I, Nicole Wheelwright, Assistant Secretary of the Board of Directors of the Beaumont Financing Authority, hereby certify that the above and foregoing Resolution was duly and regularly adopted by said Board at a regular meeting thereof held on the 2nd of July, 2019 and passed by the following vote of said Board:

AYES:

NOES:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand this 2nd of July, 2019.

Assistant Secretary of the Board of Directors

RESOLUTION NO. ____

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
BEAUMONT PUBLIC IMPROVEMENT AUTHORITY,
RIVERSIDE COUNTY, CALIFORNIA, AUTHORIZING THE
ISSUANCE OF ITS LOCAL AGENCY REFUNDING BONDS
IN ONE OR MORE SERIES, IN AN AGGREGATE
PRINCIPAL AMOUNT NOT TO EXCEED EIGHT MILLION
DOLLARS (\$8,000,000) AND APPROVING CERTAIN
DOCUMENTS AND TAKING CERTAIN OTHER ACTIONS IN
CONNECTION THEREWITH**

WHEREAS, the Beaumont Public Improvement Authority (the “Authority”) is a joint exercise of powers authority duly organized and existing under the provisions of Articles 1 through 4 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the “Act”), and is authorized pursuant to Article 4 of the Act (the “Bond Law”) to borrow money for the purpose of financing the acquisition of bonds, notes and other obligations to provide financing and refinancing for capital improvements of member entities of the Authority and other local agencies;

WHEREAS, the City of Beaumont Community Facilities District No. 93-1 (“CFD No. 93-1”) previously issued its City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2007 Series A (Improvement Area No. 3) (the “Prior Improvement Area No. 3 Bonds”) to finance certain public improvements;

WHEREAS, CFD No. 93-1 previously issued its City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2007 Series A (Improvement Area No. 11) (the “Prior Improvement Area No. 11 Bonds”) to finance certain public improvements;

WHEREAS, CFD No. 93-1 previously issued its City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2007 Series C (Improvement Area No. 9) (the “Prior Improvement Area No. 9 Bonds”) to finance certain public improvements;

WHEREAS, CFD No. 93-1 previously issued its City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2007 Series C (Improvement Area No. 10A) (the “Prior Improvement Area No. 10A Bonds”) to finance certain public improvements;

WHEREAS, CFD No. 93-1 previously issued its City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2007 Series C (Improvement Area No. 12A) (the “Prior Improvement Area No. 12A Bonds,” and with the Prior Improvement Area No. 3 Bonds, the Prior Improvement Area No. 11 Bonds, the Prior Improvement Area No. 9 Bonds and the Prior Improvement Area No. 10A Bonds, the “Prior Bonds”) to finance certain public improvements;

WHEREAS, as a result of favorable conditions in the municipal bond market, the Authority and CFD No. 93-1 desire to defease and refund the outstanding Prior Bonds; and

WHEREAS, the Authority, for the purpose of acquiring special tax refunding bonds of CFD No. 93-1 (collectively, the “Local Obligations”) relating to each of Improvement Area Nos. 3, 11, 9,

Resolution No. ____

10A and 12A located therein (the "Improvement Areas"), the proceeds of which will be utilized to defease and refund on a current basis the Prior Bonds, has determined to issue its Local Agency Refunding Bonds (the "Authority Bonds") pursuant to and secured by an Indenture (as defined below) providing for the issuance of the Authority Bonds, all in the manner provided therein; and

WHEREAS, the Authority Bonds will be secured by debt service payments paid with respect to the Local Obligations, the payment on each of which will be secured special tax liens on taxable property within the applicable Improvement Area; and

WHEREAS, for this refinancing there has been filed with the Secretary of the Board of Directors of the Authority the forms of the following documents to be executed by the Authority with respect to the issuance of the Authority Bonds, which documents the Board desires to approve for execution as described herein:

(1) The Indenture of Trust, (the "Indenture"), by and between the Authority and Wilmington Trust, National Association, as Trustee ("Wilmington Trust");

(2) The Preliminary Official Statement for the Authority Bonds (the "Preliminary Official Statement");

(3) The Bond Purchase Agreement, to be dated the date of sale, by and between Stifel, Nicolaus & Company, Incorporated, as Underwriter (the "Underwriter"), the Authority and CFD No. 93-1 (the "Bond Purchase Agreement"); and

(4) The Continuing Disclosure Agreement by and between the Authority and Webb Municipal Finance, LLC, as dissemination agent (the documents described in (1) through (4) above are collectively referred to herein as the "Authority Documents");

WHEREAS, the Authority has determined and hereby finds that the issuance of the Authority Bonds and the acquisition of the Local Obligations will result in significant public benefits of the type described in Section 6586 of the Bond Law; and

WHEREAS, the Authority desires to adopt a disclosure policy and a conflicts of interest code;

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE BEAUMONT PUBLIC IMPROVEMENT AUTHORITY DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Each of the above recitals is true and correct and is adopted by the Board of Directors.

Section 2. The Authority Bonds shall be issued in an aggregate principal amount not to exceed \$8,000,000 with the exact principal amount to be determined by the official signing the Bond Purchase Agreement in accordance with Section 4 below. The Authority 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 Authority in accordance with Section 4 below. The Authority Bonds shall be issued under the terms of the Indenture, the form of which is on file with the Secretary of the Board of Directors. The form of the Indenture presented at this meeting is hereby approved and each of the Chair of the Board of Directors, the Executive Director and the Treasurer, or their respective written designees

Resolution No. ____

(collectively, the “Authorized Officers”), is hereby authorized to execute the Indenture, in the form hereby approved, with such additions thereto and changes therein as the officer or officers executing the same deem necessary to accomplish the issuance of the Authority Bonds as contemplated by this Resolution. Approval of such changes shall be conclusively evidenced by the execution and delivery of the Indenture by one or more of such Authorized Officers.

Section 3. The Authority Bonds shall be executed on behalf of the Authority by the manual or facsimile signature of the Chair of the Board of Directors, and attested with the manual or facsimile signature of the Secretary of the Board of Directors.

Section 4. The form of the Bond Purchase Agreement presented at this meeting is hereby approved; and each of the Authorized Officers is hereby authorized to execute the Bond Purchase Agreement in the form so approved, with such additions thereto and changes therein as are necessary to conform the Bond Purchase Agreement to the dates, amounts and interest rates applicable to the Authority Bonds as of the sale date or to cure any defect or ambiguity therein. Approval of such additions and changes shall be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement by one or more of such Authorized Officers; provided, however, that the Bond Purchase Agreement shall be signed only if the Underwriter’s discount (exclusive of original issue discount) does not exceed \$69,500. Each of the Executive Director, the Treasurer and their written designees is authorized to determine the day on which the Authority Bonds are to be priced in order to attempt to produce the lowest borrowing cost for the Authority and may reject any terms presented by the Underwriter to the Authority if determined not to be in the best interest of the Authority.

In the event the Executive Director or his or her written designee determines that the purchase of one or more of the Local Obligations will not result in sufficient net present value savings to CFD No. 93-1 or will not otherwise achieve the purposes of the Authority set forth in this Resolution, then such Local Obligations will not be purchased by the Authority, and the Authority Documents may be amended to reflect that such Local Obligations will not be purchased by the Authority.

Section 5. The form of the Continuing Disclosure Agreement presented at this meeting is hereby approved; and each of the Authorized Officers is authorized to execute and deliver the Continuing Disclosure Agreement in the form hereby approved, with such additions thereto and changes therein as the officers executing the same deem necessary to comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission, as amended, and to cure any ambiguity or defect therein. Approval of such changes shall be conclusively evidenced by the execution and delivery of the Continuing Disclosure Agreement by one or more of such officers.

Section 6. The form of the Preliminary Official Statement presented at this meeting is hereby approved; and the Underwriter is hereby authorized to distribute the Preliminary Official Statement to prospective purchasers of the Authority Bonds in the form hereby approved, together with such additions thereto and changes therein as are determined necessary by the Treasurer of the Authority, or his or her written designee, to make such Preliminary Official Statement final as of its date for purposes of Rule 15c2-12 of the Securities and Exchange Commission, as amended, including, but not limited to, such additions and changes as are necessary to make the information therein accurate and not misleading. Each of the Authorized Officers is hereby authorized to execute a final Official Statement in the form of the Preliminary Official Statement, together with such changes as are determined necessary by the Treasurer of the Authority, or his or her written designee,

Resolution No. ____

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 Authority Bonds and any supplement thereto to the purchasers thereof upon its execution on behalf of the Authority as described above.

Section 7. The Authorized Officers are hereby appointed as the authorized officers of the Authority for all purposes required to effect the issuance of the Authority Bonds and are hereby authorized, empowered, and directed, jointly and severally, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the foregoing actions.

Section 8. Stradling Yocca Carlson & Rauth, a Professional Corporation (“SYCR”) shall act as bond counsel and disclosure counsel with respect to the issuance of the Authority Bonds and the Local Obligations to be issued simultaneously with the issuance of the Authority Bonds. Each of the Authorized Officers is authorized to execute and deliver a Bond Counsel Agreement with SYCR.

Section 9. Urban Futures, Incorporated (“UFI”) shall act as municipal advisor to the Authority and CFD No. 93-1 in connection with the issuance of the Authority Bonds and the Local Obligations.

Section 10. Webb Municipal Finance, LLC shall act as special tax consultant in connection with the issuance of the Authority Bonds and the Local Obligations.

Section 11. Wilmington Trust shall act as Trustee and Fiscal Agent in connection with the issuance of the Authority Bonds and the Local Obligations, respectively.

Section 12. Wilmington Trust shall act as Escrow Agent in connection with the refunding of the Prior Bonds.

Section 13. Each of the Authorized Officers is authorized, but not required, to obtain a rating of the Authority Bonds from a nationally recognized rating service and, if it is necessary or advisable in order to improve said rating, to obtain a municipal bond insurance policy and/or a reserve surety guaranteeing payment of principal and interest with respect to some or all of the Authority Bonds, and to pay the premium or fee therefor from the proceeds of the sale of the Authority Bonds, if such Authorized Officer, in consultation with UFI, determines that obtaining such rating, municipal bond insurance policy or reserve surety will result in a lower total interest cost with respect to the Authority Bonds. The Authorized Officers are hereby further authorized to revise any of the documents referenced herein, or any related documents, to incorporate any provisions required in order to obtain such a municipal bond insurance policy and/or a reserve surety.

Section 14. All actions heretofore taken by the officers and agents of the Authority or the City of Beaumont (the “City”), acting for and on behalf of the Authority, with respect to the sale and issuance of the Authority Bonds are hereby approved, confirmed and ratified. The Authorized Officers are hereby authorized and directed, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the issuance and sale of the Authority Bonds and otherwise to effectuate the purposes of this Resolution.

Resolution No. ____

Section 15. The Authority hereby adopts the City of Beaumont Amended and Restated Disclosure Procedures as its disclosure policy. The Authority hereby further adopts the City's conflicts of interest code as its conflicts of interest code.

Section 16. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED AND APPROVED this 2nd day of July, 2019.

Julio Martinez, Chair,
Beaumont Public Improvement Authority

ATTEST:

Nicole Wheelwright, Assistant Secretary,
Beaumont Public Improvement Authority

Resolution No. ____

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

I, Nicole Wheelwright, Assistant Secretary of the Board of Directors of Beaumont Public Improvement Authority, do hereby certify that the foregoing resolution was duly adopted by the Board of Directors of said Authority at a regular meeting of said Board held on the 2nd day of July, 2019, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

Nicole Wheelwright, Assistant Secretary
Beaumont Public Improvement Authority

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

I, Nicole Wheelwright, Assistant Secretary of the Board of Directors of Beaumont Public Improvement Authority, do hereby certify that the above and foregoing is a full, true and correct copy of RESOLUTION NO. _____, of said Board, and that the same has not been amended or repealed.

DATED: July 2, 2019

Nicole Wheelwright, Assistant Secretary
Beaumont Public Improvement Authority

INDENTURE OF TRUST

by and between

BEAUMONT PUBLIC IMPROVEMENT AUTHORITY

and

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee

Dated as of July 1, 2019

BEAUMONT PUBLIC IMPROVEMENT AUTHORITY
§ _____
LOCAL AGENCY REFUNDING BONDS
SERIES 2019A

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS; AUTHORIZATION AND PURPOSE OF BONDS; EQUAL SECURITY

Section 1.1	Definitions.....	2
Section 1.2	Rules of Construction.....	13
Section 1.3	Authorization and Purpose of Bonds	13
Section 1.4	Equal Security	14

ARTICLE II

ISSUANCE OF BONDS

Section 2.1	Terms of Bonds.....	14
Section 2.2	Redemption of Bonds.....	15
Section 2.3	Form of Bonds.....	18
Section 2.4	Execution of Bonds	18
Section 2.5	Transfer of Bonds.....	19
Section 2.6	Exchange of Bonds	19
Section 2.7	Temporary Bonds.....	19
Section 2.8	Bond Register.....	20
Section 2.9	Bonds Mutilated, Lost, Destroyed or Stolen.....	20
Section 2.10	Book-Entry System	20

ARTICLE III

DEPOSIT AND APPLICATION OF PROCEEDS

Section 3.1	Issuance of Bonds	22
Section 3.2	Application of Proceeds of Sale of Bonds and Funds Received from the City and Community Facilities District	22
Section 3.3	Revenue Fund.....	22
Section 3.4	Costs of Issuance Fund.....	22
Section 3.5	Purchase Fund	23
Section 3.6	Reserve Fund.....	23
Section 3.7	Rebate Fund	23
Section 3.8	Surplus Fund	23
Section 3.9	Administrative Expense Fund.....	23
Section 3.10	Additional Funds and Accounts.....	23
Section 3.11	Validity of Bonds	23

ARTICLE IV

REVENUES; FLOW OF FUNDS

Section 4.1	Pledge of Revenues; Assignment of Rights.....	24
Section 4.2	Receipt, Deposit and Application of Revenues; Revenue Fund	24
Section 4.3	Reserve Fund.....	26

TABLE OF CONTENTS
(continued)

	Page
Section 4.4	Surplus Fund 27
Section 4.5	Investments 28
Section 4.6	Valuation and Disposition of Investments 29

ARTICLE V

COVENANTS OF THE AUTHORITY

Section 5.1	Punctual Payment..... 29
Section 5.2	Extension of Payment of Bonds..... 29
Section 5.3	Against Encumbrances..... 29
Section 5.4	Power to Issue Bonds and Make Pledge and Assignment 29
Section 5.5	Accounting Records and Financial Statements..... 30
Section 5.6	Conditions to Issuance of Additional Obligations 30
Section 5.7	Tax Covenants..... 31
Section 5.8	Rebate Fund 31
Section 5.9	Local Obligations 34
Section 5.10	Sale of Local Obligations..... 35
Section 5.11	Continuing Disclosure Agreement..... 35
Section 5.12	Further Assurances..... 35
Section 5.13	Pledged Revenues 36

ARTICLE VI

THE TRUSTEE

Section 6.1	Appointment of Trustee 36
Section 6.2	Acceptance of Trusts..... 36
Section 6.3	Fees, Charges and Expenses of Trustee 39
Section 6.4	Notice to Bond Owners of Default..... 40
Section 6.5	Intervention by Trustee 40
Section 6.6	Removal of Trustee 40
Section 6.7	Resignation by Trustee..... 40
Section 6.8	Appointment of Successor Trustee 40
Section 6.9	Merger or Consolidation 41
Section 6.10	Concerning any Successor Trustee 41
Section 6.11	Appointment of Co-Trustee 41
Section 6.12	Indemnification; Limited Liability of Trustee 42

ARTICLE VII

MODIFICATION AND AMENDMENT OF THE INDENTURE

Section 7.1	Amendment Hereof..... 42
Section 7.2	Effect of Supplemental Indenture 43
Section 7.3	Endorsement or Replacement of Bonds After Amendment..... 43
Section 7.4	Amendment by Mutual Consent 44

TABLE OF CONTENTS
(continued)

Page

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES OF BOND OWNERS

Section 8.1	Events of Default.....	44
Section 8.2	Remedies; Rights of Bond Owners	44
Section 8.3	Application of Revenues and Other Funds After Event of Default	45
Section 8.4	Power of Trustee to Control Proceedings	46
Section 8.5	Appointment of Receivers.....	46
Section 8.6	Non Waiver	46
Section 8.7	Rights and Remedies of Bond Owners	46
Section 8.8	Termination of Proceedings	47

ARTICLE IX

MISCELLANEOUS

Section 9.1	Limited Liability of Authority	47
Section 9.2	Benefits of Indenture Limited to Parties	48
Section 9.3	Discharge of Indenture.....	48
Section 9.4	Successor is Deemed Included in All References to Predecessor.....	48
Section 9.5	Content of Certificates	49
Section 9.6	Execution of Documents by Bond Owners.....	49
Section 9.7	Disqualified Bonds.....	50
Section 9.8	Waiver of Personal Liability	50
Section 9.9	Partial Invalidity.....	50
Section 9.10	Destruction of Cancelled Bonds.....	50
Section 9.11	Funds and Accounts	50
Section 9.12	Notices.....	50
Section 9.13	Unclaimed Moneys	51
Section 9.14	Payment Due on Other than a Business Day.....	51
Section 9.15	Governing Law	51
Signature Page	S-1
Exhibit A	Form of Bonds.....	A-1

INDENTURE OF TRUST

THIS INDENTURE OF TRUST (this “Indenture”), dated as of July 1, 2019, by and between the BEAUMONT PUBLIC IMPROVEMENT AUTHORITY, a joint powers authority organized and existing under the laws of the State of California (the “Authority”) and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America (the “Trustee”);

WITNESSETH:

WHEREAS, the Beaumont Public Improvement Authority (the “Authority”) is a joint exercise of powers authority duly organized and existing under the provisions of Articles 1 through 4 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the “Act”), and is authorized pursuant to Article 4 of the Act to borrow money for the purpose of financing the acquisition of bonds, notes and other obligations to provide financing and refinancing for capital improvements of member entities of the Authority and other local agencies; and

WHEREAS, the City of Beaumont Community Facilities District No. 93-1 (“CFD No. 93-1”) has previously issued bonds (collectively, the “Prior Bonds”) to finance the acquisition of certain public improvements; and

WHEREAS, the Authority has determined to issue its Local Agency Refunding Bonds, Series 2019A (the “Bonds”) in the aggregate principal amount of \$_____ for the primary purpose of acquiring special tax refunding bonds of CFD No. 93-1, the proceeds of which will be utilized to defease and refund the Prior Bonds pursuant to and secured by this Indenture in the manner provided herein; and

WHEREAS, in order to provide for the authentication and delivery of the Bonds, to establish and declare the terms and conditions upon which the Bonds are to be issued and to secure the payment of the principal thereof and interest thereon, the Authority has authorized the execution and delivery of this Indenture; and

WHEREAS, the Authority hereby certifies that all acts and proceedings required by law necessary to make the Bonds, when executed by the Authority, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal special obligations of the Authority, and to constitute this Indenture a valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done and taken, and the execution and delivery of the Indenture have been in all respects duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that in order to secure the payment of the principal of and the interest and premium (if any) on all Bonds at any time issued and Outstanding under this Indenture, according to their tenor, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the Bonds are to be issued and received, and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Bonds by the Owners thereof, and for other valuable considerations, the receipt and

sufficiency of which is hereby acknowledged, the Authority does hereby covenant and agree with the Trustee, for the benefit of the respective Owners from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS; AUTHORIZATION AND PURPOSE OF BONDS; EQUAL SECURITY

Section 1.1 Definitions. Unless the context otherwise requires, the terms defined in this Section shall for all purposes of this Indenture and of any Supplemental Indenture and of the Bonds and of any certificate, opinion, request or other documents herein mentioned have the meanings herein specified.

“Act” means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the Government Code of the State, as it may hereafter be amended from time to time.

“Additional Bonds” means additional bonds issued pursuant to Section 5.6 and secured on a parity with the Bonds.

“Administrative Expense Fund” means the fund by that name established and maintained pursuant to this Indenture.

“Alternative Penalty Account” means the account by that name established pursuant to Section 5.8 hereof.

“Annual Debt Service” means, for each Bond Year, the sum of (a) the interest payable on the Outstanding Bonds in such Bond Year, and (b) the principal amount of the Outstanding Bonds scheduled to be paid in such Bond Year.

“Authority” means the Beaumont Public Improvement Authority, a joint exercise of powers agency established pursuant to the laws of the State, whose members as of the date hereof are the City and the Beaumont Parking Authority, until a successor organization shall have become such, and thereafter “Authority” shall mean such successor organization.

“Authority Administrative Expenses” means the fees and expenses of the Trustee, including legal fees and expenses (including fees and expenses of outside counsel and the allocated costs of internal attorneys) and the out of pocket expenses incurred by the Trustee, the City and the Authority in carrying out their duties hereunder including payment of amounts payable to the United States pursuant to Sections 5.7 and 5.8 hereof.

“Authorized Officer” means the Chair, Vice-Chair, Executive Director or Treasurer of the Authority or any other Person authorized by the Authority to perform an act or sign a document on behalf of the Authority for purposes of this Indenture.

“Authority” means the Beaumont Public Improvement Authority, a joint exercise of powers agency established pursuant to the laws of the State, whose members as of the date hereof are the City and the Beaumont Parking Authority.

“Beneficial Owners” means the actual purchasers of the Bonds whose ownership interests are recorded on the books of the DTC Participants.

“Bond Counsel” means any attorney at law or firm of attorneys selected by the Authority, of nationally recognized standing in matters pertaining to the federal tax exemption of interest on bonds issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

“Bond Law” means the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 of the Act (commencing with Section 6584), as it may hereafter be amended from time to time.

“Bond Register” means the registration books for the Bonds maintained by the Trustee in accordance with Section 2.8 hereof.

“Bonds” means the Authority’s Local Agency Refunding Bonds, Series 2019A authorized by and at any time Outstanding pursuant to the Bond Law and this Indenture.

“Bond Year” means each twelve month period extending from September 2 in one calendar year to September 1 of the succeeding calendar year, except in the case of the initial Bond Year which shall be the period from the Closing Date of the Bonds to September 1, 2019, both dates inclusive.

“Business Day” means a day which is not a Saturday or Sunday or a day of the year on which the New York Stock Exchange or banks in New York, New York or Los Angeles, California, or where the Trust Office is located, are not required or authorized to remain closed.

“Certificate of the Authority” means a certificate in writing signed by the Executive Director or Treasurer of the Authority, or by any other officer of the Authority duly authorized in writing by the Board of Directors of the Authority for that purpose.

“CFD Act” means the Mello-Roos Community Facilities Act of 1982, constituting Chapter 2.5 (commencing with Section 53311), Article 1 of Division 2 of Title 5 of the Government Code of that State of California, as amended from time to time.

“City” means the City of Beaumont, a general law city duly organized and existing under and by virtue of the laws of the State of California.

“Closing Date” means the date on which the Bonds were executed and delivered to the Original Purchaser thereof.

“Code” means the Internal Revenue Code of 1986, as amended, and the United States Treasury Regulations proposed or in effect with respect thereto.

“Community Facilities District No. 93-1” or “CFD No. 93-1” means the City of Beaumont Community Facilities District No. 93-1, a community facilities district formed pursuant to the CFD Act.

“Costs of Issuance” means the costs and expenses incurred in connection with the issuance and sale of the Bonds, the Local Obligations, and the acquisition of the Local Obligations by the Authority, including the acceptance and initial annual fees and expenses (including legal fees and expenses) of the Trustee, legal fees and expenses, costs of printing the Bonds and the preliminary and final Official Statements, fees of financial consultants, the Underwriter’s discount, and other fees and expenses set forth in a Request of the Authority.

“Costs of Issuance Fund” means the fund by that name established in Section 3.4.

“Dated Date” means the date on which the Bonds are issued and authenticated by the Trustee.

“Defeasance Securities” means non-callable, non-prepayable obligations of the type set forth in clause 1 of the definition of Permitted Investments.

“DTC” means The Depository Trust Company, New York, New York, and its successors and assigns.

“DTC Participants” means securities brokers and dealers, banks, trust companies, clearing corporations and other organizations maintaining accounts with DTC.

“Event of Default” means any of the events described in Section 8.1 hereof.

“Fiscal Agents” means the Fiscal Agents under the Local Obligation Indentures.

“Fiscal Year” means any twelve month period extending from July 1 in one calendar year to June 30 of the succeeding calendar year, both dates inclusive, or any other twelve month period selected and designated by the Authority as its official fiscal year period.

“Improvement Area No. 3” means Improvement Area No. 3 of CFD No. 93-1.

“Improvement Area No. 9” means Improvement Area No. 9 of CFD No. 93-1.

“Improvement Area No. 10A” means Improvement Area No. 10A of CFD No. 93-1.

“Improvement Area No. 11” means Improvement Area No. 11 of CFD No. 93-1.

“Improvement Area No. 12A” means Improvement Area No. 12A of CFD No. 93-1.

“Improvement Areas” means Improvement Area No. 3, Improvement Area No. 9, Improvement Area No. 10A, Improvement Area No. 11 and Improvement Area No. 12A.

“Indenture” means this Indenture of Trust, as originally executed or as it may from time to time be supplemented, modified or amended by any Supplemental Indenture pursuant to the provisions hereof.

“Independent Accountant” means any accountant or firm of such accountants appointed and paid by the Authority, and who, or each of whom –

- (a) is in fact independent and not under domination of the Authority or the City;
- (b) does not have any substantial interest, direct or indirect, in the Authority or the City; and
- (c) is not an officer or employee of the Authority, or the City, but who may be regularly retained to make annual or other audits of the books of or reports to the Authority or the City.

“Independent Financial Consultant” means any financial consultant or firm of such consultants appointed and paid by the Authority, and who, or each of whom –

- (a) is in fact independent and not under domination of the Authority or the City;
- (b) does not have any substantial interest, direct or indirect, in the Authority or the City; and
- (c) is not an officer or employee of the Authority or the City, but who may be regularly retained to make annual or other audits of the books of or reports to the Authority or the City.

“Information Services” means such services providing information with respect to called bonds in accordance with then current guidelines of the Securities and Exchange Commission, such as the Authority may select in its sole discretion currently the Electronic Municipal Market Access System of the Municipal Securities Rulemaking Board, maintained on the Internet at <http://emma.msrb.org/>.

“Interest Account” means the account by that name established and held by the Trustee pursuant to Sections 3.3 and 4.2(a) hereof.

“Interest Payment Date” means March 1 and September 1 in each year, beginning March 1, 2020, and continuing thereafter so long as any Bonds remain Outstanding.

“Local Obligations” means collectively, the following:

- (a) City of Beaumont Community Facilities District No. 93-1 (Improvement Area No. 3) 2019 Special Tax Refunding Bonds;
- (b) City of Beaumont Community Facilities District No. 93-1 (Improvement Area No. 11) 2019 Special Tax Refunding Bonds;
- (c) City of Beaumont Community Facilities District No. 93-1 (Improvement Area No. 9) 2019 Special Tax Refunding Bonds;
- (d) City of Beaumont Community Facilities District No. 93-1 (Improvement Area No. 10A) 2019 Special Tax Refunding Bonds; and
- (e) City of Beaumont Community Facilities District No. 93-1 (Improvement Area No. 12A) 2019 Special Tax Refunding Bonds.

“Local Obligations Delinquency Revenues” means Revenues received by the Trustee from the Fiscal Agent for a Series of the Local Obligations representing the payment of delinquent debt service on such Local Obligations.

“Local Obligation Indentures” means the bond indentures executed in connection with the issuance of the Local Obligations.

“Maximum Annual Debt Service” means, as of the date of any calculation, the largest Annual Debt Service during the current or any future Bond Year.

“Moody’s” means Moody’s Investor’s Service, Inc., its successors and assigns.

“Original Purchaser” means Stifel, Nicolaus & Company, Incorporated, and, with respect to the Bonds of any other Series, the entity or entities that purchase such Bonds from the Authority on the date of issuance thereof.

“Outstanding” when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 9.7 hereof) all Bonds theretofore executed and issued by the Authority and authenticated and delivered by the Trustee under this Indenture except –

(a) Bonds theretofore cancelled by the Trustee or surrendered to the Trustee for cancellation pursuant to Section 2.9 hereof;

(b) Bonds paid or deemed to have been paid within the meaning of Section 9.3 hereof or Bonds called for redemption for which funds have been provided as described in Section 2.2(g) hereof; and

(c) Bonds in lieu of or in substitution for which other Bonds shall have been executed, issued and delivered pursuant to this Indenture or any Supplemental Indenture.

“Owner” or “Bond Owner”, when used with respect to any Bond, means the person in whose name the ownership of such Bond shall be registered on the Bond Register.

“Permitted Investments” means any of the following which at the time of investment are legal investments under the laws of the State for the moneys proposed to be invested therein:

(1) (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)
- Student Loan Marketing Association (SLMA)
Senior debt obligations (excluded are securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date)
- Financing Corporation (FICO)
Debt obligations
- Resolution Funding Corporation (REFCORP)
Debt obligations

(4) Unsecured certificates of deposit, time deposits, and bankers' acceptances (having maturities of not more than 30 days) of any bank (including the Trustee and any affiliate) the short-term obligations of which are rated "A-1" or better by Standard & Poor's.

(5) Deposits the aggregate amount of which are fully insured by the Federal Deposit Insurance Corporation (FDIC), in banks (including the Trustee and any affiliate) which have capital and surplus of at least \$5 million.

(6) Commercial paper rated at the time of purchase (having original maturities of not more than 270 days) "A-1+" by Standard & Poor's and "Prime-1" by Moody's.

(7) Money market funds rated "AAM" or "AAM-G" by Standard & Poor's, or better (including such funds for which the Trustee, its affiliates or subsidiaries provide investment advisory or other management services or for which the Trustee or an affiliate of the Trustee serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (i) the Trustee or an affiliate of the Trustee receives fees from funds for services rendered, (ii) the Trustee collects fees for services rendered pursuant to this Indenture, which fees are separate from the fees received from such funds,

and (iii) services performed for such funds and pursuant to this Indenture may at times duplicate those provided to such funds by the Trustee or an affiliate of the Trustee).

(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 Standard & Poor's, 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 Standard & Poor's and "Prime-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 Standard & Poor's 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 Standard & Poor's 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 Standard & Poor's 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 Standard & Poor's and Moody's, provided that:

(a) The market value of the collateral is maintained at levels equal to 104% of the amount of cash transferred by the Trustee to the provider of the repurchase agreement plus accrued interest with the collateral being valued weekly and marked-to-market at one current market price plus accrued interest;

(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 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) The repurchase agreement shall provide that if during its term the provider's rating by either Moody's or Standard & Poor's is withdrawn or suspended or falls below "A-" by Standard & Poor's 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 Standard & Poor's 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 Standard & Poor’s and “Aa” 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, in the case of a bank, that the obligation of the bank to make payments under the agreement ranks pari passu with the obligations of the bank 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, and addressed to, the District;

(E) the investment agreement shall provide that if during its term,

(1) the provider’s rating by either Standard & Poor’s 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 Standard & Poor’s 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 Standard & Poor’s 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 Fiscal Agent, 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, 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 monies available for the purposes of this Indenture.

"Principal Account" means the account by that name established and held by the Trustee pursuant to Sections 3.3 and 4.2(a) hereof.

"Proportionate Share" means, as of the date of calculation for any issue of the Local Obligations, the ratio derived by dividing the outstanding principal amount of such Local Obligations by the principal amount of the Outstanding Bonds.

"Purchase Fund" means the fund by that name established and held by the Trustee pursuant to Section 3.5 hereof.

"Rebate Fund" means the fund by that name established pursuant to Section 5.8 hereof.

"Rebate Regulations" means the Treasury Regulations issued under Section 148(f) of the Code.

"Record Date" means, with respect to any Interest Payment Date, the fifteenth calendar day of the month preceding the month in which such Interest Payment Date occurs, whether or not such day is a Business Day.

"Redemption Fund" means the fund by that name established with respect to any Local Obligation.

"Request of the Authority" means a written request executed by an Authorized Officer.

“Request of the City” means a written request executed by the Mayor of the City Council of the City, its City Manager, its Assistant City Manager, its Finance Director or any other officer of the City duly authorized by the City Council of the City to sign documents on its behalf with respect to the matters referred to therein.

“Representation Letter” means the representation letter dated as of the Closing Date among the Authority, the Trustee and DTC.

“Reserve Fund” means the fund by that name established and held by the Trustee pursuant to Section 3.6 hereof.

“Reserve Requirement” means an amount equal to the lowest of (i) 10% of the initial principal amount of the Bonds, (ii) Maximum Annual Debt Service on the Outstanding Bonds, or (iii) 125% of average Annual Debt Service on the Outstanding Bonds; provided, however, that the Reserve Requirement shall never be greater than the initial Reserve Requirement, and, as of any date of calculation, shall not be greater than the Reserve Requirement calculated for the previous Bond Year. As applied to individual accounts of the Reserve Fund, the Reserve Requirement shall initially be allocated as set forth in Section 4.3(a) hereof.

“Responsible Officer” means, when used with respect to the Trustee, the president, any vice president, any assistant vice president, the secretary, any assistant secretary, the treasurer, any assistant treasurer, any senior associate, any associate or any other officer of the Trustee within the Trust Office (or any successor corporate trust office) customarily performing functions similar to those performed by the persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred at the Trust Office because of such person’s knowledge of and familiarity with the particular subject and having direct responsibility for the administration of this Indenture.

“Revenue Fund” means the fund by that name established and held by the Trustee pursuant to Sections 3.3 and 4.2 hereof.

“Revenues” means: (a) all amounts received from the Local Obligations; (b) any proceeds of the Bonds originally deposited with the Trustee and all moneys deposited and held from time to time by the Trustee in the funds and accounts established hereunder with respect to the Bonds (other than the Rebate Fund and the Surplus Fund); and (c) investment income with respect to any moneys held by the Trustee in the funds and accounts established hereunder with respect to the Bonds (other than investment income on moneys held in the Rebate Fund and the Surplus Fund).

“Securities Depositories” means The Depository Trust Company, 55 Water Street, 50th Floor, New York, NY 10041-0099 Attn. Call Notification Department, Fax (212) 855-7232; and, in accordance with then current guidelines of the securities and Exchange Commission, such other addresses and/or such other securities depositories as the Authority may designate in a Certificate of the Authority delivered to the Trustee.

“Series of Local Obligations” means each of the Local Obligations issued pursuant to the Local Obligation Indentures.

“Six Month Period” shall mean the period of time beginning on the Closing Date and ending six months thereafter, and each six month period thereafter until the latest maturity date of the Bonds.

“Special Taxes” means the taxes authorized to be levied by CFD No. 93-1 on parcels within each Improvement Area, which have been pledged to repay the applicable Local Obligations pursuant to the CFD Act.

“Standard & Poor’s” means S&P Global Ratings, a Standard & Poor’s Financial Services, LLC business, its successors and assigns.

“State” means the State of California.

“Supplemental Indenture” means any indenture, agreement or other instrument hereafter duly executed by the Authority in accordance with the provisions of Article VII of this Indenture.

“Surplus Fund” means the fund by that name established pursuant to Section 3.8 hereof.

“Tax Certificate” means the certificate by that name to be executed by the Authority on the Closing Date to establish certain facts and expectations and which contains certain covenants relevant to compliance with the Code.

“Term Bonds” means those Bonds maturing on September 1, 20__ and September 1, 20__ payable, in part, from sinking fund payments.

“Trust Office” means the office of the Trustee at which at any particular time its corporate trust business with respect to this Indenture shall be administered, which office at the date hereof is located in Los Angeles, California, or such other place as designated by the Trustee except that with respect to presentation of Bonds for payment or for registration of transfer and exchange, such term shall mean the office or agency of the Trustee at which, at any particular time, its corporate trust agency business shall be conducted.

“Trustee” means Wilmington Trust, National Association, a national banking association duly organized and existing under the laws of the United States of America, with a corporate trust office in Costa Mesa, California, and its successors and assigns, and any other corporation or association which may at any time be substituted in its place as provided in Article VI hereof.

“Yield” has the meaning given to such term in the Code.

Section 1.2 Rules of Construction. All references in this Indenture to “Articles,” “Sections,” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture; and the words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof.

Section 1.3 Authorization and Purpose of Bonds. The Authority has reviewed all proceedings heretofore taken relative to the authorization of the Bonds and has found, as a result of such review, and hereby finds and determines, that all things, conditions and acts required by law to exist, happen and/or be performed precedent to and in the issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and the Authority is now authorized under the Bond Law and each and every other requirement of law, to issue the Bonds in the manner and form provided in this Indenture. Accordingly, the Authority hereby authorizes the issuance of the Bonds pursuant to the Bond Law and this Indenture for the primary purpose of providing funds to acquire the Local Obligations.

Section 1.4 Equal Security. In consideration of the acceptance of the Bonds by the Owners thereof, this Indenture shall be deemed to be and shall constitute a contract between the Authority and the Owners from time to time of the Bonds; and the covenants and agreements herein set forth to be performed on behalf of the Authority shall be for the equal and proportionate benefit, security and protection of all Owners of the Bonds and for the equal and proportionate benefit, security and protection of all Owners of the Bonds as their respective interests appear without preference, priority or distinction as to security or otherwise of any of the Bonds over other Bonds or any of the Bonds over any other Bonds by reason of the number or date thereof or the time of sale, execution or delivery thereof, or otherwise for any cause whatsoever, except as expressly provided therein or herein.

ARTICLE II

ISSUANCE OF BONDS

Section 2.1 Terms of Bonds. The Bonds authorized to be issued by the Authority under and subject to the Bond Law and the terms of this Indenture shall be dated as of their Closing Date and be designated the “Beaumont Public Improvement Authority Local Agency Refunding Bonds, Series 2019A,” which shall be issued in the original aggregate principal amount of _____ Dollars (\$_____).

The Bonds shall be issued in fully registered form without coupons in denominations of \$5,000 or any integral multiple thereof, so long as no Bond shall have more than one maturity date. The Bonds shall mature on September 1 in each of the years and in the amounts, and shall bear interest (calculated on the basis of a 360-day year of twelve 30-day months) at the rates, as follows:

<i>Maturity Date (September 1)</i>	<i>Principal Amount</i>	<i>Interest Rate Per Annum</i>
	\$	%

Interest on the Bonds shall be payable on each Interest Payment Date to the person whose name appears on the Bond Register as the Owner thereof as of the Record Date immediately preceding each such Interest Payment Date, such interest to be paid by check of the Trustee mailed on such Interest Payment Date by first class mail, postage prepaid, to the Owner at the address of such Owner as it appears on the Bond Register or by wire transfer to an account in the United States of America made on such Interest Payment Date upon written instructions of any Owner of \$1,000,000 or more in aggregate principal amount of Bonds provided to the Trustee in writing at least five (5) Business Days before the Record Date for such Interest Payment Date. Principal of and premium (if any) on any Bond shall be paid upon presentation and surrender thereof, at maturity or the prior redemption thereof, at the Trust Office of the Trustee. The principal of and interest and premium (if any) on the Bonds shall be payable in lawful money of the United States of America.

Each Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (a) it is authenticated after a Record Date and on or before the following Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (b) it is authenticated on or before the first Record Date, in which event it shall bear interest from the Dated Date; provided, however, that if, as of the date of authentication of any Bond, interest thereon is in default, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon, or from the Dated Date if no interest has been paid or made available for payment.

Section 2.2 Redemption of Bonds.

(a) Optional Redemption. The Bonds maturing on or before September 1, 20__ are not subject to optional call and redemption prior to maturity. The Bonds maturing on and after

September 1, 20__ may be redeemed at the option of the Authority, from any source of available funds, prior to maturity on any date on or after September 1, 20__ as a whole, or in part from maturities of the Local Obligations simultaneously redeemed, if any redemption of Local Obligations is being made in conjunction with such optional redemption, and otherwise from such maturities as are selected by the Authority, by lot within a maturity, at the following redemption prices expressed as a percentage of the principal amount to be redeemed, together with accrued interest to the date of redemption:

<i>Redemption Dates</i>	<i>Redemption Price</i>
September 1, 20__ through August 31, 20__	%
September 1, 20__ through August 31, 20__	
September 1, 20__ through August 31, 20__	
September 1, 20__ and any date thereafter	

Prior to consenting to the optional redemption of any Local Obligation which it has purchased and is held under this Indenture, the Authority shall deliver to the Trustee a certificate of an Independent Accountant verifying that, following such optional redemption of the Local Obligations and redemption of Bonds, the principal and interest generated from the remaining Local Obligations is adequate to make the timely payment of principal and interest due on the Bonds remaining Outstanding following such optional redemption. The Authority shall be required to give the Trustee written notice of its intention to redeem Bonds under this Section (a) at least forty-five (45) days prior to the date fixed for redemption (or such lesser number of days as shall be acceptable to the Trustee and which would allow the Trustee to comply with the requirements of Section 2.2(d), in the sole determination of the Trustee, such notice intended for the convenience of the Trustee).

(b) Mandatory Sinking Fund Redemption. The Bonds maturing on September 1, 20__ are subject to mandatory sinking fund redemption prior to maturity, in part, on September 1, 20__, and on each September 1 thereafter by lot, from sinking fund payments at a redemption price equal to the principal amount of Bonds to be redeemed, together with accrued interest to the date of redemption, without premium, as follows:

Term Bonds Due on September 1, 20__

<i>Redemption Date (September 1)</i>	<i>Redemption Amount</i>
	\$

(Maturity)

The Bonds maturing on September 1, 20__ are subject to mandatory sinking fund redemption prior to maturity, in part, on September 1, 20__, and on each September 1 thereafter by lot, from sinking fund payments at a redemption price equal to the principal amount of Bonds to be redeemed, together with accrued interest to the date of redemption, without premium, as follows:

Term Bonds Due on September 1, 20__

<i>Redemption Date (September 1)</i>	<i>Redemption Amount</i>
	\$

(Maturity)

In the event that Bonds maturing on September 1, 20__ and September 1, 20__ are redeemed pursuant to the optional or special redemption provisions described in this Section 2.2, the sinking fund payments above will be reduced as nearly as practicable on a proportionate basis in integral multiples of \$5,000.

(c) Special Redemption. The Bonds are subject to special redemption on any Interest Payment Date from proceeds of early redemption of Local Obligations from prepayments of Special Taxes within a Community Facilities District, in whole or in part, from maturities corresponding proportionately to the maturities of the Local Obligations simultaneously redeemed, at the principal amount thereof, plus a premium expressed below as a percentage of the principal amount so redeemed, plus accrued interest to the date of redemption thereof:

<i>Redemption Dates</i>	<i>Premium</i>
Any Interest Payment Date through March 1, 2027	103%
September 1, 2027 and March 1, 2028	102
September 1, 2028 and March 1, 2029	101
September 1, 2029 and any Interest Payment Date thereafter	100

(d) Notice of Redemption. The Trustee on behalf, and at the expense, of the Authority shall send notice of any redemption to the respective Owners of any Bonds designated for redemption at their respective addresses appearing on the Bond Register, and to the Securities Depositories and to the Information Services, at least thirty (30) but not more than sixty (60) days prior to the date fixed for redemption. Neither failure to receive any such notice so sent nor any defect therein shall affect the validity of the proceedings for the redemption of such Bonds or the cessation of the accrual of interest thereon. Such notice shall state the date of the notice, the redemption date, the redemption place and the redemption price and shall designate the CUSIP numbers, Bond numbers and the maturity or maturities (in the event of redemption of all of the Bonds of such maturity or maturities in whole) of the Bonds to be redeemed, and shall require that such Bonds be then surrendered at the Trust Office of the Trustee for redemption at the redemption price, giving notice also that further interest on such Bonds will not accrue from and after the redemption date. Such redemption notices may state that no representation is made as to the accuracy or correctness of the CUSIP numbers printed therein or on the Bonds.

In the case of an optional or special redemption of Bonds, such notice may state that such redemption is subject to receipt by the Trustee, on or before the date fixed for redemption, of moneys sufficient to pay the redemption price of the Bonds to be redeemed.

Unless funds for the optional or special redemption of any Bonds are irrevocably deposited with the Trustee prior to rendering notice of redemption to the Bondowners, such notice shall state that such redemption is subject to the deposit of funds by the Authority. Any notice of optional or special 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 Authority 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 send notice of such rescission of redemption in the same manner as the original notice of redemption was sent.

Upon the payment by the Trustee from the applicable account in the Revenue Fund of the redemption price of the Bond 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 being redeemed with the proceeds of such check or other transfer.

(e) Selection of Bonds of a Maturity for Redemption. Unless otherwise provided hereunder, whenever provision is made in this Indenture or in the applicable Supplemental Indenture for the redemption of less than all of the Bonds of a maturity, the Trustee shall select the Bonds to be redeemed from all Bonds of such maturity not previously called for redemption, by lot in any manner which the Trustee in its sole discretion shall deem appropriate and fair. For purposes of such selection, all Bonds shall be deemed to be comprised of separate \$5,000 authorized denominations, and such separate authorized denominations shall be treated as separate Bonds which may be separately redeemed.

(f) Partial Redemption of Bonds. In the event only a portion of any Bond is called for redemption, then upon surrender of such Bond the Authority shall execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the Authority, a new Bond or Bonds of the same maturity date, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Bond to be redeemed.

In the event of a partial optional redemption or special redemption of Term Bonds, each of the remaining sinking fund payments for such Term Bonds will be reduced, as nearly as practicable, on a pro rata basis, as determined by the Authority, and the Authority will provide the Trustee with a revised schedule for remaining sinking fund payments.

(g) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of and interest (and premium, if any) on the Bonds so called for redemption shall have been duly provided, such Bonds so called shall cease to be entitled to any benefit under this Indenture other than the right to receive payment of the redemption price, and no interest shall accrue thereon from and after the redemption date specified in such notice. All Bonds redeemed pursuant to this Section 2.2 shall be cancelled and destroyed.

Section 2.3 Form of Bonds. The Bonds, the form of Trustee's certificate of authentication, and the form of assignment to appear thereon, shall be substantially in the form set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Indenture.

Section 2.4 Execution of Bonds. All the Bonds shall, from time to time, be executed on behalf of the Authority by, or bear the manual or facsimile signature of, one of the members of the

Board of Directors of the Authority and be attested by the manual or facsimile signature of the Secretary or by any deputy thereof. If any of the directors or officers who shall have signed or sealed any of the Bonds or whose facsimile signature shall be upon the Bonds shall cease to be such officer of the Authority before the Bond so signed and sealed shall have been actually authenticated by the Trustee or delivered, such Bonds nevertheless may be authenticated, issued and delivered with the same force and effect as though the person or persons who signed or sealed such Bonds or whose facsimile signature shall be upon the Bonds had not ceased to be such officer of the Authority; and any such Bond may be signed and sealed on behalf of the Authority by those persons who, at the actual date of the execution of such Bonds, shall be the proper officers of the Authority, although at the date of such Bond any such person shall not have been such officer of the Authority.

Only such of the Bonds as shall bear thereon a certificate of authentication in substantially the form set forth in Exhibit A manually executed by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such certificate of the Trustee shall be conclusive evidence that the Bonds so authenticated have been duly authenticated and delivered hereunder and are entitled to the benefits of this Indenture.

Section 2.5 Transfer of Bonds. Subject to Section 2.10, any Bond may in accordance with its terms, be transferred, upon the Bond Register, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Trustee, duly executed. Whenever any Bond shall be surrendered for transfer, the Authority shall execute and the Trustee shall thereupon authenticate and deliver to the transferee a new Bond or Bonds of like tenor, maturity and aggregate principal amount. No Bonds selected for redemption shall be subject to transfer pursuant to this Section nor shall any Bond be subject to transfer during the fifteen days prior to the selection of Bonds for redemption.

The cost of printing any Bonds and any services rendered or any expenses incurred by the Trustee in connection with any transfer or exchange shall be paid by the Authority. However, the Owners of the Bonds shall be required to pay any tax or other governmental charge required to be paid for any exchange or registration of transfer and the Owners of the Bonds shall be required to pay the reasonable fees and expenses of the Trustee and Authority in connection with the replacement of any mutilated, lost or stolen Bonds.

Section 2.6 Exchange of Bonds. Subject to Section 2.10, Bonds may be exchanged at the Trust Office of the Trustee for Bonds of the same tenor and maturity and of other authorized denominations. No Bonds selected for redemption shall be subject to exchange pursuant to this Section, nor shall any Bond be subject to exchange during the fifteen days prior to the selection of Bonds for redemption. The cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any transfer or exchange shall be paid by the Authority.

Section 2.7 Temporary Bonds. The Bonds may be issued initially in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the Authority and may contain such reference to any of the provisions of this Indenture as may be appropriate. Every temporary Bond shall be executed by the Authority and be registered and authenticated by the Trustee upon the same conditions and in substantially the same manner as the definitive Bonds. If the Authority issues temporary Bonds, it will execute and furnish definitive Bonds without delay, and thereupon the temporary Bonds may be surrendered for cancellation, in exchange therefor at the

Trust Office of the Trustee, and the Trustee shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Indenture as definitive Bonds authenticated and delivered hereunder.

Section 2.8 Bond Register. The Trustee will keep or cause to be kept at its Trust Office sufficient records for the registration and transfer of the Bonds, which shall be the Bond Register and shall at all times during regular business hours be open to inspection by the Authority upon reasonable notice; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said records, Bonds as hereinbefore provided.

The Authority and the Trustee may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal, 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.

Section 2.9 Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the Authority, at the expense of the Owner of said Bond, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor and authorized denomination in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee shall be cancelled by it and destroyed in accordance with the retention policy of the Trustee then in effect. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence be satisfactory to it and indemnity satisfactory to it shall be given, at the expense of the Bond Owner, the Authority shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall have been called for redemption, instead of issuing a substitute Bond the Trustee may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Trustee). The Trustee may require payment of a reasonable fee for each new Bond issued under this Section and of the expenses which may be incurred by the Authority and the Trustee. Any Bond issued under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original contractual obligation on the part of the Authority whether or not the Bond alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Indenture with all other Bonds secured by this Indenture.

Section 2.10 Book-Entry System.

(a) All Bonds shall be initially issued in the form of a separate single certificated fully registered Bond for each maturity date of the Bonds. Upon initial issuance, the ownership of each Bond shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC. Except as provided in Section 2.10(d) hereof, all Outstanding Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the Authority and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to

any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Bond Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The Authority and the Trustee may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal, 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 on the Bonds only to or upon the order of the respective Owners, as shown in the Bond Register, as provided in Section 2.8 hereof, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Authority's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a certificated Bond evidencing the obligation of the Authority to make payments of principal, premium, if any, and interest pursuant to this Indenture. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions herein with respect to record dates, the word "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

(c) The delivery of the Representation Letter and the Trustee shall not in any way limit the provisions of Section 2.10(b) hereof or in any other way impose upon the Authority or the Trustee any obligation whatsoever with respect to persons having interests in the Bonds other than the Owners, as shown on the Bond Register. The Trustee shall take all action necessary for all representations in the Representation Letter with respect to the Trustee to be complied with at all times.

(d) (i) DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the Authority and the Trustee and discharging its responsibilities with respect thereto under applicable law.

(ii) The Authority, in its sole discretion and without the consent of any other person, may terminate the services of DTC with respect to the Bonds if the Authority determines that:

(A) DTC is unable to discharge its responsibilities with respect to the Bonds, or

(B) a continuation of the requirement that all Outstanding Bonds be registered in the Bond Register in the name of Cede & Co., or any other nominee of DTC, is not in the best interest of the beneficial owners of such Bonds.

(iii) Upon the termination of the services of DTC with respect to the Bonds pursuant to subsection 2.10(d)(ii)(B) hereof, or upon the discontinuance or termination of the services of DTC with respect to the Bonds pursuant to subsection 2.10(d)(i) or subsection 2.10(d)(ii)(A) hereof after which no substitute securities depository willing to undertake the functions of DTC hereunder can be found which, in the opinion of the Authority, is willing and able to undertake such functions upon reasonable and customary terms, the Authority is obligated to

deliver Bond certificates, as described in this Indenture and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co. as nominee of DTC, but may be registered in whatever name or names DTC shall designate to the Trustee in writing, in accordance with the provisions of this Indenture.

(e) Notwithstanding any other provisions of this Indenture to the contrary, as long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal or, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

ARTICLE III

DEPOSIT AND APPLICATION OF PROCEEDS

Section 3.1 Issuance of Bonds. Upon the execution and delivery of this Indenture, the Authority shall execute and deliver the Bonds in the principal amounts set forth in Section 2.1 hereof to the Trustee for authentication and delivery to the Original Purchaser thereof upon the Request of the Authority.

Section 3.2 Application of Proceeds of Sale of Bonds and Funds Received from the City and Community Facilities District.

(a) Upon the receipt by the Trustee of payment for the Bonds in the amount of \$_____ (which is comprised of the par amount of the Bonds, less a net original issue discount of \$_____ and less Underwriter's discount of \$_____), such proceeds of the Bonds shall be deposited in the Purchase Fund for the acquisition of the Local Obligations in accordance with Section 3.5 hereof.

(b) \$_____ of proceeds of the Local Obligations received by the Trustee from the Fiscal Agents for deposit in the Costs of Issuance Fund, shall be deposited in the Costs of Issuance Fund for the payment of Costs of Issuance in accordance with Section 3.4 hereof.

Section 3.3 Revenue Fund. The Trustee shall establish and maintain a separate fund to be known as the "Revenue Fund" and the following separate accounts therein: Interest Account and Principal Account. Except as otherwise provided herein, the Trustee shall deposit all Revenues received after the Closing Date to the Revenue Fund and shall apply amounts in the Revenue Fund as described in Section 4.2 below.

Section 3.4 Costs of Issuance Fund. The Trustee shall establish and maintain a fund known as the "Costs of Issuance Fund" into which shall be deposited the amounts set forth in Section 3.2(b) above. The moneys in the Costs of Issuance Fund shall be used to pay Costs of Issuance from time to time upon receipt by the Trustee of a Request of the Authority. Each such Request of the Authority shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts. On the date which is one hundred twenty (120) days following the Closing Date, or upon the earlier receipt by the Trustee of a Request of the Authority stating that all Costs of Issuance have been paid, the Trustee shall transfer all remaining amounts in the Costs of Issuance Fund to the Revenue Fund. Upon such transfer, the Costs of Issuance Fund shall be closed and the Trustee shall no longer be obligated to make

payments for Costs of Issuance. The Authority may at any time file a Request of the Authority requesting that the Trustee retain a specified amount in the Costs of Issuance Fund and transfer to the Revenue Fund all remaining amounts, and upon receipt of such request by the Trustee, the Trustee shall comply with such request.

Section 3.5 Purchase Fund. The Trustee shall establish and maintain a separate fund to be known as the "Purchase Fund" into which shall be deposited a portion of the proceeds of sale of the Bonds pursuant to Section 3.2(a) hereof. The Trustee shall use the proceeds of the Bonds to purchase Local Obligations on the Closing Date; provided, however, that such Local Obligations may be purchased only if the Trustee has received a certificate of the Original Purchaser of the Bonds or an Independent Financial Consultant stating that the Revenues to be available to the Trustee, assuming timely payment of the Local Obligations, will be sufficient to permit the timely payment of the principal of and interest on all Outstanding Bonds.

Section 3.6 Reserve Fund. The Trustee shall establish and maintain a separate fund to be known as the "Reserve Fund" and within such fund, accounts to be known as the "Improvement Area No. 3 Reserve Account," the "Improvement Area No. 9 Reserve Account," the "Improvement Area No. 10A Reserve Account," the "Improvement Area No. 11 Reserve Account," and the "Improvement Area No. 12A Reserve Account," respectively, which shall be administered as provided in Section 4.3(a) hereof.

Section 3.7 Rebate Fund. The Trustee shall establish and maintain a separate fund, when needed, to be known as the "Rebate Fund" and a separate Rebate Account and Alternative Penalty Account therein for the Bonds. The Rebate Fund shall be administered as described in Section 5.8 hereof.

Section 3.8 Surplus Fund. The Trustee shall establish and maintain a separate fund, when needed, to be known as the "Surplus Fund" which shall be administered as described in Section 4.4 hereof.

Section 3.9 Administrative Expense Fund. The Trustee shall establish and maintain a separate fund to be held by the Trustee and known as the "Administrative Expense Fund" into which shall be deposited the amounts specified in Section 4.2(d). The moneys in the Administrative Expense Fund shall be used to pay Authority Administrative Expenses or shall be transferred to the Surplus Fund, in either case, upon receipt of a Requisition of the Authority.

Section 3.10 Additional Funds and Accounts. The Trustee may establish such additional funds and accounts as it may determine from time to time are advisable to effectuate the purposes of the Indenture.

Section 3.11 Validity of Bonds. The validity of the authorization and issuance of the Bonds shall not be affected in any way by any proceedings taken by the Authority or the City with respect to the application of the proceeds of the Bonds, and the recital contained in the Bonds that the same are issued pursuant to the Bond Law shall be conclusive evidence of their validity and of the regularity of their issuance.

ARTICLE IV

REVENUES; FLOW OF FUNDS

Section 4.1 Pledge of Revenues; Assignment of Rights. Subject to the provisions of Sections 6.3 and 9.3 hereof, the Bonds shall be secured by a first lien on and pledge (which shall be effected in the manner and to the extent hereinafter provided) of all of the Revenues. The Bonds shall be equally secured by a pledge, charge and lien upon the Revenues without priority for any Bond over any other Bond; and the payment of the interest on and principal of the Bonds and any premiums upon the redemption of any Bonds shall be and are secured by an exclusive pledge, charge and lien upon the Revenues. So long as any of the Bonds are Outstanding, the Revenues shall not be used for any purpose except as is expressly permitted by this Indenture.

The Authority hereby transfers in trust, grants a security interest in and assigns to the Trustee, for the benefit of the Owners from time to time of the Bonds, respectively, all of the Revenues and all of the right, title and interest of the Authority in the Local Obligations, subject to the terms of this Indenture. The Trustee shall be entitled to and shall collect and receive all of the Revenues and any Revenues collected or received by the Authority shall be deemed to be held, and to have been collected or received, by the Authority as the agent of the Trustee and shall forthwith be paid by the Authority to the Trustee. The Trustee also shall be entitled to and, subject to the provisions of this Indenture and its rights and protections hereunder, the Trustee shall take all steps, actions and proceedings reasonably necessary in its judgment to enforce, either jointly with the Authority or separately, all of the rights of the Authority and all of the obligations of the City and the Community Facilities District under the Local Obligations.

Upon the deposit with the Trustee of moneys sufficient to pay all principal of, premium, if any, and interest on the Bonds, and upon satisfaction of all claims against the Authority hereunder, including all fees, charges and expenses of the Trustee and the Authority which are properly payable hereunder, or upon the making of adequate provisions for the payment of such amounts as permitted hereby, all moneys remaining in all funds and accounts pertaining to such Bonds, (except any amounts on deposit in the Rebate Fund and except moneys necessary to pay principal of, premium, if any, and interest on the Bonds, which moneys shall be held by the Trustee pursuant to Section 9.3), shall no longer be considered Revenues and are not pledged to repay the Bonds. Such amounts shall be transferred to the trustee for each Series of Local Obligations then outstanding proportionately based on their respective Proportionate Share. In the event that the Local Obligations have been paid or defeased, then any such amounts shall be paid by the Trustee to the Authority to be used by the Authority for any lawful purpose.

Section 4.2 Receipt, Deposit and Application of Revenues; Revenue Fund. Subject to Section 4.2(a)(iv) below, all Revenues described in clause (a) of the definition thereof in Section 1.1 shall be promptly deposited by the Trustee upon receipt thereof in the Revenue Fund.

(a) On each Interest Payment Date, the Trustee shall transfer from the Revenue Fund, and deposit into the following respective accounts for the Bonds, the following amounts in the following order of priority, the requirements of each such account (including the making up of any deficiencies in any such account resulting from lack of Revenues sufficient to make any earlier required deposit) at the time of deposit to be satisfied before any transfer is made to any account subsequent in priority:

(i) Interest Account. On each Interest Payment Date, the Trustee shall deposit in the Interest Account an amount required to cause the aggregate amount on deposit in the Interest Account to equal the amount of interest becoming due and payable on such Interest Payment Date on all Outstanding Bonds on such date. All moneys in the Interest Account shall be used and withdrawn by the Trustee solely for the purpose of paying interest on the Bonds as it shall become due and payable (including accrued interest on any Bonds redeemed prior to maturity). In the event that the amounts on deposit in the Interest Account on any Interest Payment Date, after any transfers from the Reserve Fund pursuant to Section 4.3(a) hereof, are insufficient for any reason to pay the aggregate amount of interest then coming due and payable on the Outstanding Bonds, the Trustee shall apply such amounts to the payment of interest on each of the Outstanding Bonds on a pro rata basis.

(ii) Principal Account. On each September 1 on which principal (or sinking fund payments) of the Bonds shall be payable, the Trustee shall deposit in the Principal Account an amount required to cause the aggregate amount on deposit in the Principal Account to equal the principal amount of, and premium (if any) on, the Bonds coming due and payable on such date, or required to be redeemed on such date pursuant to Section 2.2 hereof; provided, however, that no amount shall be deposited to effect a redemption pursuant to Section 2.2(a) hereof unless the Trustee has first received a certificate of an Independent Accountant certifying that such deposit to effect an optional redemption of the Bonds will not impair the ability of the Authority to make timely payment of the principal of and interest on the Bonds, assuming for such purposes that the Community Facilities District continues to make timely payments on all Local Obligations not then in default. All moneys in the Principal Account shall be used and withdrawn by the Trustee solely for the purpose of (i) paying the principal of the Bonds at the maturity thereof, (ii) paying the sinking fund payments with respect to the Bonds, or (iii) paying the principal of and premium (if any) on any Bonds upon the redemption thereof pursuant to Section 2.2 hereof.

(iii) Reserve Fund. On each Interest Payment Date on which the balance in the Reserve Fund is less than the Reserve Requirement, after making deposits required under (i) and (ii) above, the Trustee shall transfer from the Revenue Fund an amount sufficient to increase the balance in the Reserve Fund to the Reserve Requirement, by depositing the amount necessary to make the various accounts therein combined total the Reserve Requirement from the applicable Community Facilities District.

(iv) Local Obligations Delinquency Revenues. The Trustee shall disburse or transfer all Revenues representing Local Obligations Delinquency Revenues in the following order of priority:

First, to make payments required pursuant to Section 8.3 upon the occurrence of an Event of Default as described in Section 8.1(a) and 8.1(b),

Second, to the Reserve Fund to replenish the amount on deposit therein to the Reserve Requirement as set forth in Section 4.3, and

Third, to make the deposits specified in Section 4.2(a)(i) and (ii) above.

(b) If on any Interest Payment Date or date for redemption the amount on deposit in the Revenue Fund is inadequate to make the transfers described in subsection (a) above as a result of a payment default on an issue of Local Obligations, the Trustee shall immediately notify the issuer

of such Local Obligations of the amount needed to make the required deposits under subsection (a) above. In the event that following such notice the Trustee receives additional payments from the issuer of such Local Obligation to cure such shortfall, the Trustee shall deposit such amounts to the Revenue Fund for application in accordance with subsection (a) above.

(c) On each Interest Payment Date after making the transfers required under subsections (a) and (b) above, upon receipt of a Request of the Authority to do so, the Trustee shall transfer from the Revenue Fund to the Rebate Fund for deposit in the accounts therein the amounts specified in such Request.

(d) On September 1 of each year, after making the deposits required under subsections (a), (b), and (c) above, the Trustee shall transfer all amounts remaining on deposit in the Revenue Fund to the Administrative Expense Fund unless the Trustee has received a Request of the Authority directing it to transfer all or a portion of the said amounts to the Surplus Fund, in which case the Trustee shall make the transfer to the Surplus Fund so specified.

Section 4.3 Reserve Fund.

(a) There shall be maintained in the Reserve Fund an amount equal to the Reserve Requirement. The Trustee shall deposit into the Reserve Fund the amount of \$ _____, which amount is equal to the Reserve Requirement as of the Closing Date, of which \$ _____ shall be initially credited in the Improvement Area No. 3 Reserve Account, \$ _____ shall be initially credited in the Improvement Area No. 9 Reserve Account, \$ _____ shall be initially credited in the Improvement Area No. 10A Reserve Account, \$ _____ shall be initially credited in the Improvement Area No. 11 Reserve Account, and \$ _____ shall be initially credited in the Improvement Area No. 12A Reserve Account, such amounts being the initial shares of the Reserve Requirement for each account. In the event that the amount of the Reserve Requirement for the Bonds is changed as determined by the Authority, the Trustee shall, upon receipt of a Request of the Authority, adjust the Reserve Requirement accordingly.

(b) All amounts deposited in the Reserve Fund shall be used solely for the purposes set forth in this Section 4.3. Subject to the limitations set forth in the following paragraph, amounts in the Reserve Fund may be applied to pay the principal of and interest on the Bonds when the moneys in the Interest Account and the Principal Account of the Revenue Fund are insufficient therefor. In addition, amounts in the Reserve Fund may be applied (i) in connection with an optional redemption of Bonds pursuant to Section 2.2 or a defeasance pursuant to Section 9.3, (ii) when the balance therein equals the principal and interest due on the Bonds to and including maturity, (iii) credited to a Community Facilities District as a result of a reduction in the Reserve Requirement resulting from the redemption of the Local Obligations of such Community Facilities District and the Bonds so redeemed in connection therewith, or (iv) when the amount in an account of the Reserve Fund is transferred to the Interest Account and the Principal Account as a credit against the payments due on the Local Obligations secured by such account on the transfer dates specified in subsection (d) below.

(c) Except as otherwise provided herein, all amounts in the Reserve Fund and the Reserve Accounts therein shall be used and withdrawn by the Trustee solely for the purpose of making transfers as described in this Section 4.3. If the amounts in the Interest Account or the Principal Account are insufficient to pay the principal of or interest on the Bonds when due or mandatory sinking fund payments on the Bonds when due, the Trustee shall withdraw from the

applicable Reserve Account or Reserve Accounts an amount equal to the deficiency resulting from the delinquency in the payment of scheduled debt service on the applicable Series of Local Obligations and transfer such amount to the Interest Account, the Principal Account or both, as applicable. If there are insufficient funds on deposit in a Reserve Account to cover a deficiency resulting from the delinquency in the payment of scheduled debt service on the applicable Series of Local Obligations, the Trustee shall withdraw from each of the other Reserve Accounts an amount based upon the Proportionate Share applicable to each such Reserve Account of such remaining deficiency and transfer such amounts to the Interest Account, the Principal Account or both, as applicable. The Trustee shall notify the Authority immediately following any withdrawal made pursuant to this Section 4.3.

Upon the transfer by the Trustee to the Reserve Fund of Local Obligations Delinquency Revenues, such Revenues shall be allocated to the Reserve Accounts as follows:

First, to the Reserve Account for any Series of Local Obligations, other than the Reserve Account to which such Local Obligations Delinquency Revenues relate, that amount necessary to increase the amount on deposit in such account to the Reserve Requirement on a Proportionate Share basis if the deficiency in the amount on deposit in such account resulted from draws on such account due to delinquencies in the payment of scheduled debt service on that Series of Local Obligations from which the Local Obligations Delinquency Revenues were received. In the event that such Local Obligations Delinquency Revenues are insufficient to increase the amount on deposit in each of the applicable Reserve Accounts to the Reserve Requirement, a Proportionate Share of such Local Obligations Delinquency Revenues shall be deposited in each such Reserve Account.

Second, after increasing the amount on deposit in each applicable Reserve Account to the Reserve Requirement pursuant to the first step above, to the Reserve Account for the Series of Local Obligations from which the Local Obligations Delinquency Revenues were received that amount necessary to replenish the amount on deposit in such Reserve Account to the applicable Reserve Requirement.

Third, after making all deposits pursuant to the first and second steps, the remaining Local Obligations Delinquency Revenues, if any, shall be transferred to the Revenue Fund.

(d) When amounts in an account of the Reserve Fund are sufficient to repay the remaining principal and interest due on the related Local Obligations that will be applied to the Bonds, such amounts will be transferred to the Interest Account and the Principal Account as a credit against the payments due on such Local Obligations, with the amount transferred from an account being deposited first to the Interest Account as a credit on the interest due on such Local Obligations on such date and the balance being deposited to the Principal Account as a credit on the principal due on such Local Obligations on such date.

Section 4.4 Surplus Fund. Any amounts transferred to the Surplus Fund pursuant to subsection 4.2 hereof shall no longer be considered Revenues and are not pledged to repay the Bonds. So long as Local Obligations are outstanding, on September 1 of each year, the remaining balance, if any, in the Surplus Fund shall in a Request of the City (i) be transferred by the Trustee to the City Treasurer for credit to the special tax fund of the Community Facilities District, and each Community Facilities District shall be credited a percentage of the total amount available on each September 1 that is equal to the percentage which its outstanding Local Obligation represents of all outstanding Local Obligations held by the Trustee as of the date of disbursement or (ii) as set forth in

a Request of the City be applied to the redemption of Local Obligations pursuant to the terms of the Local Obligations Indenture with each Community Facilities District to be credited a percentage of the total amount available on each September 1 that is equal to the percentage which its outstanding Local Obligations represents of all outstanding Local Obligations held by the Trustee as of the date of disbursement. In the event that the Local Obligations have been prepaid or defeased in whole or in part, then such credit shall be applied to the Community Facilities District based on a Certificate of an Independent Financial Consultant prepared at the direction of the Authorized Representative of the City. In the event the Community Facilities District is no longer obligated to levy Special Taxes to repay Local Obligations, then any amounts in the Surplus Fund may be used by the Authority for any lawful purpose, including, but not limited to, the payment of expenses of the Authority, the City or the Community Facilities District relating to the Bonds, the Local Obligations, the Community Facilities District, or any other purpose as specified in a Request of the Authority delivered to the Trustee.

On September 1 of the year preceding the year of the final maturity of the Bonds, the remaining balance in the Surplus Fund shall be credited by the Trustee to the Fiscal Agent on a proportionate basis, to each special tax fund established with respect to Local Obligations. Such amounts shall be applied to reduce debt service payments on Local Obligations

Section 4.5 Investments. All moneys in any of the funds or accounts established with the Trustee pursuant to this Indenture shall be invested by the Trustee solely in Permitted Investments, as directed pursuant to the Request of the Authority filed with the Trustee at least two (2) Business Days in advance of the making of such investments. The Trustee shall be entitled to conclusively rely on any such Request of the Authority as to the suitability and legality of the directed investments and shall be fully protected in relying thereon. In the absence of any such Request of the Authority the Trustee shall hold such moneys uninvested. Permitted Investments purchased as an investment of moneys in any fund or account established pursuant to this Indenture shall be deemed to be part of such fund or account.

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made; provided, however, that all interest or gain derived from the investment of amounts in the accounts of the Reserve Fund shall, to the extent the balance in any account thereof exceeds, on August 15 of each year, the Proportionate Share of the Reserve Requirement applicable to such Local Obligation, be withdrawn by the Trustee on such August 15, commencing August 15, 2020, and deposited to the special tax fund of the corresponding Community Facilities District to be applied to the payment of debt service on the applicable Local Obligations on the next Interest Payment Date.

For purposes of acquiring any investments hereunder, the Trustee may commingle moneys held by it in any of the funds and accounts held by it hereunder. The Trustee and its affiliates may act as advisor, sponsor, principal or agent in the acquisition or disposition of any investment and may impose its customary charges therefor. The Trustee and its affiliates may make any and all investments permitted herein through its own investment department. The Trustee shall incur no liability for losses arising from any investments made pursuant to this Section 4.5. Ratings of Permitted Investments shall be determined at the time of purchase of such Permitted Investments and without regard to ratings subcategory.

The Authority acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Authority the right to receive brokerage confirmations

of security transactions effected by the Trustee as they occur at no additional cost, the Authority specifically waives receipt of such confirmations to the extent permitted by law. The Authority 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. The Trustee will furnish the Authority periodic cash transaction statements which include detail for all investment transactions made by the Trustee hereunder or brokers selected by the Authority. Upon the Authority's election, such statements will be delivered via the Trustee's online service and upon electing such service, paper statements will be provided only upon request.

Section 4.6 Valuation and Disposition of Investments. For the purpose of determining the amount in any fund or account, the value of Permitted Investments credited to such fund or account shall be valued at the original cost thereof (excluding any brokerage commissions and excluding any accrued interest) provided that the investment of any funds held in the Reserve Fund, shall be valued by the Trustee every August 15th at fair market value and marked to market at least quarterly by the Authority. In determining market value of Permitted Investments, the Trustee may use and rely conclusively and without liability upon any generally recognized pricing information service (including brokers and dealers in securities) available to it.

ARTICLE V

COVENANTS OF THE AUTHORITY

Section 5.1 Punctual Payment. The Authority shall punctually pay or cause to be paid the principal and interest and premium (if any) to become due in respect of all the Bonds, in strict conformity with the terms of the Bonds and of this Indenture, according to the true intent and meaning thereof, but only out of Revenues, and other assets pledged for such payment as provided in this Indenture.

Section 5.2 Extension of Payment of Bonds. The Authority shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any claims for interest by the purchase of such Bonds or by any other arrangement, and in case the maturity of any of the Bonds or the time of payment of any such claims for interest shall be extended, such Bonds or claims for interest shall not be entitled, in case of any default hereunder, to the benefits of this Indenture, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest thereon which shall have been so extended. Nothing in this Section shall be deemed to limit the right of the Authority to issue Bonds for the purpose of refunding any Outstanding Bonds, and such issuance shall not be deemed to constitute an extension of maturity of the Bonds.

Section 5.3 Against Encumbrances. The Authority shall not create, or permit the creation of, any pledge, lien, charge or other encumbrance upon the Revenues, and other assets pledged or assigned under this Indenture while any of the Bonds are Outstanding, except the pledge and assignment created by this Indenture. Subject to this limitation, the Authority expressly reserves the right to enter into one or more other indentures for any of its corporate purposes, including other programs under the Bond Law, and reserves the right to issue other obligations for such purposes.

Section 5.4 Power to Issue Bonds and Make Pledge and Assignment. The Authority is duly authorized pursuant to law to issue the Bonds and to enter into this Indenture and to pledge and

assign the Revenues, the Local Obligations and other assets purported to be pledged and assigned, respectively, under this Indenture. The Bonds and the provisions of this Indenture are and will be the legal, valid and binding limited, special obligations of the Authority in accordance with their terms, and the Authority and the Trustee shall at all times, subject to the provisions of Article VI hereof and to the extent permitted by law, defend, preserve and protect said pledge and assignment of the Revenues, the Local Obligations and other assets and all the rights of the Bond Owners under this Indenture against all claims and demands of all persons whomsoever.

Section 5.5 Accounting Records and Financial Statements. The Trustee shall at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with corporate trust industry standards in which complete and accurate entries shall be made of transactions made by it relating to the proceeds of Bonds, the Revenues, the Local Obligations and all funds and accounts established pursuant to this Indenture. Such books of record and account shall be available for inspection by the Authority and the City upon reasonable prior notice during regular business hours and under reasonable circumstances, in each case as agreed to by the Trustee.

Not later than 45 days following each Interest Payment Date, the Trustee shall prepare and file with the Authority a report setting forth: (i) amounts withdrawn from and deposited into each fund and account maintained by the Trustee under this Indenture; (ii) the balance on deposit in each fund and account as of the date for which such report is prepared; and (iii) a brief description of all obligations held as investments in each fund and account. Copies of such reports may be mailed to any Owner upon the Owner's written request to the Trustee at the expense of such Owner at a cost not to exceed the Trustee's actual costs of duplication and mailing.

Section 5.6 Conditions to Issuance of Additional Obligations. Except as set forth in this Section 5.6, the Authority covenants that no additional bonds, notes or other indebtedness shall be issued or incurred which are payable out of Revenues in whole or in part.

The Authority may issue Additional Bonds in such principal amount as shall be determined by the Authority, pursuant to a Supplemental Indenture adopted or entered into by the Authority. Such Additional Bonds may be issued subject to the following conditions precedent:

(a) The Authority shall be in compliance with all covenants set forth in this Indenture and all Supplemental Indentures;

(b) The proceeds of such Additional Bonds shall be applied to accomplish a refunding of all or a portion of the Bonds or any Additional Bonds Outstanding.

(c) The Supplemental Indenture providing for the issuance of such Additional Bonds shall provide that interest thereon shall be payable on September 1 and March 1, and principal thereof shall be payable on September 1 in any year in which principal is payable.

(d) Prior to the delivery of any Additional Bonds, a written certificate must be provided to the Authority and the Trustee by an Independent Financial Consultant which certifies that the Annual Debt Service in each Bond Year on the Additional Bonds does not exceed the Annual Debt Service in each Bond Year on the Bonds defeased or redeemed with the proceeds of such Additional Bonds.

(e) The Supplemental Indenture providing for the issuance of such Additional Bonds may provide for the establishment of separate funds and accounts.

(f) No Event of Default shall have occurred and be continuing with respect to the Bonds or any of the Local Obligations.

(g) The Authority shall deliver to the Trustee a written Certificate of the Authority certifying that the conditions precedent to the issuance of such Additional Bonds set forth in subsections (a), (b), (c), (d) and (f) of this Section 5.6 above have been satisfied and that, upon the issuance of such Additional Bonds an amount equal to the Reserve Requirement, as adjusted (if necessary) to reflect the issuance of such Additional Bonds will be on deposit in the Reserve Fund.

Section 5.7 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 will not be adversely affected for federal income tax purposes, the Authority 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:

(a) Private Activity. The Authority will not take or omit to take any action or make any use of the proceeds of the Bonds or of any other moneys or property which would cause the Bonds to be “private activity bonds” within the meaning of Section 141 of the Code.

(b) Arbitrage. The Authority will make no use of the proceeds of the Bonds or of any other amounts or property, regardless of the source, or take or omit to take any action which would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code.

(c) Federal Guarantee. The Authority will make no use of the proceeds of the Bonds or take or omit to take any action that would cause the Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

(d) Information Reporting. The Authority will take or cause to be taken all necessary action to comply with the informational reporting requirement of Section 149(c) of the Code.

(e) Miscellaneous. The Authority will take no action inconsistent with its expectations stated in any Tax Certificate executed with respect to the Bonds and will comply with the covenants and requirements stated therein and incorporated by reference herein.

This Section and the covenants set forth herein shall not be applicable to, and nothing contained herein shall be deemed to prevent the Authority from issuing Bonds the interest on which has been determined by the Board to be subject to federal income taxation.

Section 5.8 Rebate Fund.

(a) Establishment. The Trustee shall establish, when needed, a Rebate Fund and shall maintain therein separate accounts (solely from amounts deposited by the Authority) designated the “Rebate Account” and the “Alternative Penalty Account.” Absent an opinion of Bond Counsel that the exclusion from gross income for federal income tax purposes of interest on the Bonds will not be adversely affected, the Authority shall cause to be deposited in each such account of the Rebate Fund such amounts as are required to be deposited therein pursuant to this Section and the

Tax Certificate. All money at any time deposited in the Rebate Fund shall be held by the Trustee in trust for payment to the United States Treasury. All amounts on deposit in the Rebate Fund shall be governed by this Section 5.8 and the Tax Certificate, unless and to the extent that the Authority delivers to the Trustee an opinion of Bond Counsel that the exclusion from gross income for federal income tax purposes of interest on the Bonds will not be adversely affected if such requirements are not satisfied. Notwithstanding any other provision of this Indenture, the Trustee shall be deemed conclusively to have complied with this Section 5.8 and the Tax Certificate if it follows the directions set forth in any Request of the Authority or Certificate of the Authority and shall be fully protected in so doing. The Trustee shall have no independent responsibility to, or liability resulting from its failure to, enforce compliance by the Authority with the terms of this Section 5.8 or the Tax Certificate.

(b) Rebate Account. The following requirements shall be satisfied with respect to the Rebate Account:

(i) *Annual Computation.* Within 55 days of the end of each Bond Year, the Authority shall calculate or cause to be calculated the amount of rebatable arbitrage, in accordance with Section 148(f)(2) of the Code and Section 1.148-3 of the Rebate Regulations (taking into account any applicable exceptions with respect to the computation of the rebatable arbitrage, described, if applicable, in the Tax Certificate (e.g., the temporary investments exceptions of Section 148(f)(4)(B) and (C) of the Code), and taking into account whether the election pursuant to Section 148(f)(4)(C)(vii) of the Code (the “1½% Penalty”) has been made), for this purpose treating the last day of the applicable Bond Year as a computation date, within the meaning of Section 1.148-1(b) of the Rebate Regulations (the “Rebatable Arbitrage”). The Authority shall obtain expert advice as to the amount of the Rebatable Arbitrage to comply with this Section 5.8.

(ii) *Annual Transfer.* Within 55 days of the end of each applicable Bond Year, upon receipt of the Request of the Authority, an amount shall be deposited to the applicable Rebate Account by the Trustee from any Revenues specified by the Authority in the aforesaid Request, if and to the extent required so that the balance in the Rebate Account shall equal the amount of Rebatable Arbitrage so calculated in accordance with (i) of this Subsection (b). In the event that immediately following the transfer required by the previous sentence, the amount then on deposit to the credit of a Rebate Account exceeds the amount required to be on deposit therein, upon receipt of a Request of the Authority, the Trustee shall withdraw the excess from the applicable Rebate Account and then credit the excess to the Revenue Fund.

(iii) *Payment to the Treasury.* The Trustee shall pay, as directed by Request of the Authority, to the United States Treasury, out of amounts in the Rebate Account,

(A) Not later than 60 days after the end of (A) the fifth Bond Year, and (B) each applicable fifth Bond Year thereafter, an amount equal to at least 90% of the Rebatable Arbitrage as set forth in a Certificate of the Authority delivered to the Trustee calculated as of the end of such Bond Year; and

(B) Not later than 60 days after the payment of all the Bonds, an amount equal to 100% of the Rebatable Arbitrage as set forth in a Certificate of the Authority delivered to the Trustee calculated as of the end of such applicable Bonds Year, and any income attributable to the Rebatable Arbitrage, as set forth in a Certificate of the Authority delivered to the Trustee computed in accordance with Section 148(f) of the Code.

In the event that, prior to the time of any payment required to be made from a Rebate Account, the amount in such Rebate Account is not sufficient to make such payment when such payment is due, the Authority shall calculate or cause to be calculated the amount of such deficiency and deposit with the Trustee an amount received from any legally available source equal to such deficiency prior to the time such payment is due. Each payment required to be made pursuant to this Subsection (b) shall be made to the Internal Revenue Service Center, Ogden, Utah 84207 on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038 T (which form shall be completed and provided by the Authority to the Trustee), or shall be made in such other manner as provided under the Code, in each case as specified in a Request of the Authority delivered to the Trustee.

(c) Alternative Penalty Account.

(i) *Six Month Computation.* If the 1½% Penalty has been elected, within 85 days of each particular Six Month Period, the Authority shall determine or cause to be determined whether the 1½% Penalty is payable (and the amount of such penalty) as of the close of the applicable Six Month Period. The Authority shall obtain expert advice in making such determinations.

(ii) *Six Month Transfer.* Within 85 days of the close of each Six Month Period, upon receipt of the Request of the Authority, the Trustee shall deposit in the applicable Alternative Penalty Account from any source of funds (specified by the Authority in the aforesaid Request), if and to the extent required, so that the balance in the Alternative Penalty Account equals the amount of 1½% Penalty (as specified in such Request) due and payable to the United States Treasury determined by the Authority as provided in subsection (c)(i) above. In the event that immediately following the transfer provided in the previous sentence, the amount then on deposit to the credit of an Alternative Penalty Account exceeds the amount required to be on deposit therein to make the payments required by subsection (c)(iii) below, the Trustee, pursuant to a Certificate of the Authority, may withdraw the excess from such Alternative Penalty Account and credit the excess to the Revenue Fund.

(iii) *Payment to the Treasury.* The Trustee shall pay, as directed by Request of the Authority, to the United States Treasury, out of amounts in the Alternative Penalty Account, not later than 90 days after the close of each Six Month Period the 1½% Penalty (as specified by the Authority in the aforesaid Request), if applicable and payable, computed by the Authority in accordance with Section 148(f)(4) of the Code. In the event that, prior to the time of any payment required to be made from the Alternative Penalty Account, the amount in such account is not sufficient to make such payment when such payment is due, the Authority shall calculate the amount of such deficiency and deposit with the Trustee an amount received from any legally available source of funds equal to such deficiency for transfer into the Alternative Penalty Account prior to the time such payment is due. Each payment required to be made pursuant to this Subsection (c)(iii) shall be made to the Internal Revenue Service, Ogden, Utah 84207 on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T (which form shall be completed and provided by the Authority to the Trustee) or shall be made in such other manner as provided under the Code.

(d) Disposition of Unexpended Funds. Any funds remaining in the accounts of the Rebate Fund after redemption and payment of the Bonds and the payments of all amounts described in Subsection (b)(iii) or (c)(iii) (whichever is applicable) or provision made therefor

satisfactory to the Trustee, including accrued interest and payment of all applicable fees to the Trustee, may, upon written request, be withdrawn by the Trustee and remitted to the Authority and utilized in any manner by the Authority.

(c) Survival of Defeasance. Notwithstanding anything in this Section to the contrary, the obligation to comply with the requirements of this Section shall survive the defeasance of the Bonds.

(f) Trustee. The Trustee shall have no responsibility to monitor or calculate any amounts payable in the U.S. Treasury pursuant to this Section and shall be deemed conclusively to have complied with its obligations hereunder if it follows the written instructions of the Authority given pursuant to this Section.

Section 5.9 Local Obligations. Subject to the provisions of this Indenture (including Article VI), the Authority and the Trustee, shall use reasonable efforts to collect all amounts due from the Community Facilities District pursuant to the Local Obligations and shall enforce, and take all steps, actions and proceedings which the Authority and Trustee determine to be reasonably necessary for the enforcement of all of the rights of the Authority thereunder and for the enforcement of all of the obligations and covenants of the City and CFD No. 93-1 thereunder. The Authority shall instruct CFD No. 93-1 to authenticate and deliver to the Trustee the Local Obligations registered in the name of the Trustee.

The Authority, the Trustee and CFD No. 93-1 may at any time consent to, amend or modify any of the Local Obligations Indentures of CFD No. 93-1 pursuant to the terms thereof, (a) with the prior consent of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, or (b) without the consent of any of the Owners if such amendment or modification is for any one or more of the following purposes:

(a) to add to the covenants and agreements of CFD No. 93-1 contained in such Local Obligations Indentures, other covenants and agreements thereafter to be observed, or to limit or surrender any rights or power therein reserved to or conferred upon CFD No. 93-1; or

(b) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in such Local Obligations Indentures, or in any other respect whatsoever as CFD No. 93-1 may deem necessary or desirable, provided under any circumstances that such modifications or amendments shall not materially adversely affect the interests of the Owners of the Bonds in the opinion of Bond Counsel filed with the Trustee; or

(c) to amend any provision thereof to the extent necessary to comply with the Code, but only if and to the extent such amendment will not, in and of itself, adversely affect the exclusion from gross income of the interest on any of the Bonds under the Code, in the opinion of Bond Counsel filed with the Trustee.

Prior to executing any such amendment or modification to a Local Obligations Indenture, the Trustee shall be entitled to receive and rely upon an opinion of Bond Counsel to the effect that such amendment or modification is authorized or permitted hereunder and complies with the terms hereunder.

Except as otherwise set forth in this Section 5.9, and Section 5.10 and Article VIII hereof, to the extent that the Trustee is the holder of a Local Obligation under a Local Obligations Indenture in its capacity as Trustee hereunder, the Trustee shall not be required to take any action under the Local Obligations Indentures as a Local Obligation holder, including, without limitation, exercising voting or consent rights, without receiving the written direction of the Owners of a majority in aggregate principal amount of the Bonds.

Section 5.10 Sale of Local Obligations. Notwithstanding anything in this Indenture to the contrary, the Authority may cause the Trustee to sell, from time to time, all or a portion of a Series of Local Obligations, provided that the Authority shall deliver to the Trustee:

(a) a certificate of an Independent Accountant certifying that, following the sale of such Local Obligations and the Revenues to be paid to the Authority (assuming the timely payment of amounts due thereon with respect to any Local Obligations not then in default), together with interest and principal due on any Defeasance Securities pledged to the repayment of the Bonds and the Revenues then on deposit in the funds and accounts established hereunder (valuing any Permitted Investments held hereunder at the then fair market value thereof), will be sufficient to pay the principal of and interest on the Bonds when due; and

(b) an opinion of Bond Counsel that such sale of Local Obligations is authorized under the provisions of this Indenture and will not adversely affect the exclusion of interest on the Bonds from gross income for purposes of federal income taxation.

Upon compliance with the foregoing conditions by the Authority, the Trustee shall sell such Local Obligations in accordance with the Request of the Authority and disburse the proceeds of the sale of such Local Obligations to the Authority or upon the receipt of a Request of the Authority shall deposit such proceeds in the Revenue Fund, in each case such proceeds to be used to discharge all of the Authority's obligations on the portion of the Bonds represented by such Local Obligations in the event of a defeasance as set forth in Section 9.3 hereof.

Section 5.11 Continuing Disclosure Agreement. The Authority hereby covenants and agrees that it will comply with and carry out all of its obligations under the Continuing Disclosure Agreement to be executed and delivered by the Authority and Webb Municipal Finance, LLC, as dissemination agent, in connection with the issuance of the Bonds. Notwithstanding any other provision of this Indenture, failure of the Authority to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default; however, any Owner or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Authority to comply with its obligations under this Section 5.11. For purposes of this Section, "Beneficial Owner" means any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories and other intermediaries).

Section 5.12 Further Assurances. The Authority 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 the rights and benefits provided in this Indenture.

Section 5.13 Pledged Revenues. The Authority represents it has not heretofore made a pledge of, granted a lien on or security interest in, or made an assignment or sale of the Revenues that ranks on a parity with or prior to the pledge granted under this Indenture. The Authority shall not hereafter make any pledge or assignment of, lien on, or security interest in the Revenues payable senior to or on a parity with the pledge of Revenues established under this Indenture.

ARTICLE VI

THE TRUSTEE

Section 6.1 Appointment of Trustee. Wilmington Trust, National Association, with a corporate trust office presently located in Costa Mesa, California, a national banking association organized and existing under and by virtue of the laws of the United States of America, is hereby appointed Trustee by the Authority for the purpose of receiving all moneys required to be deposited with the Trustee hereunder and to allocate, use and apply the same as provided in this Indenture. The Authority agrees that it will maintain a Trustee which is a trust company, association or bank of good standing located in or incorporated under the laws of the State, duly authorized to exercise trust powers, with a combined capital and surplus of at least Seventy-Five Million Dollars (\$75,000,000), and subject to supervision or examination by federal or state authority, so long as any Bonds are Outstanding. If such bank, association or trust company 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 purpose of this Section 6.1, the combined capital and surplus shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Trustee is hereby authorized to pay the principal of and interest and redemption premium (if any) on the Bonds when duly presented for payment at maturity, or on redemption prior to maturity, to make regularly scheduled interest payments, and to cancel any Bond upon payment thereof.

Section 6.2 Acceptance of Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts, but only upon and subject to the following express terms and conditions:

(a) The Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default hereunder has occurred (which has not been cured or waived), the Trustee may exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill and diligence in their exercise, as a reasonable person would exercise or use under the circumstances in the conduct of his own affairs.

(b) The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, but shall not be responsible for the acts of any agents, attorneys or receivers appointed by it with due care. The Trustee may consult with and act upon the advice of counsel (which may be counsel to the Authority) concerning all matters of trust and its duty hereunder and shall be wholly protected in reliance upon the advice or opinion of such counsel in respect of any action taken or omitted by it in good faith and in accordance herewith.

(c) The Trustee shall not be responsible for any recital herein, or in the Tax Certificate or the Bonds, or for any of the supplements thereto or instruments of further assurance, or

for the validity, effectiveness or the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby and the Trustee shall not be bound to ascertain or inquire as to the observance or performance of any covenants, conditions or agreements on the part of the Authority hereunder or under the Tax Certificate. The Trustee shall have no responsibility, opinion, or liability with respect to any information, statement, or recital in any offering memorandum, official statement, or other disclosure material prepared or distributed with respect to the issuance of the Bonds.

(d) Except as provided in Section 3.2 hereof, the Trustee shall not be accountable for the use of any proceeds of sale of the Bonds delivered hereunder. The Trustee may become the Owner of Bonds secured hereby with the same rights which it would have if not the Trustee; may acquire and dispose of other bonds or evidences of indebtedness of the Authority with the same rights it would have if it were not the Trustee; and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners of Bonds, whether or not such committee shall represent the Owners of the majority in aggregate principal amount of the Bonds then Outstanding.

(e) The Trustee shall be protected and shall incur no liability in acting, or refraining from acting in good faith and without negligence, in reliance upon any notice, request, consent, certificate, order, affidavit, letter, telegram, facsimile or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken or omitted to be taken by the Trustee in good faith and without negligence pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the Owner of any Bond, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof. The Trustee shall not be bound to recognize any person as an Owner of any Bond or to take any action at such person's request unless the ownership of such Bond by such person shall be reflected on the Bond Register.

(f) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a Certificate of the Authority as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default hereunder of which the Trustee has been given notice or is deemed to have notice, as provided in Section 6.2(h) hereof, shall also be at liberty to accept a Certificate of the Authority to the effect that any particular dealing, transaction or action is necessary or expedient, and shall be fully protected in relying thereon, but may at its discretion secure such further evidence deemed by it to be necessary or advisable, but shall in no case be bound to secure the same.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and notwithstanding any other provision of this Indenture, the Trustee shall not be answerable for other than its negligence or willful misconduct. The immunities and exceptions from liability of the Trustee shall extend to its officers, directors, employees and agents.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any Event of Default hereunder except where a Responsible Officer has actual knowledge of such Event of Default and except for the failure by the Authority to make any of the payments to the Trustee required to be made by the Authority pursuant hereto, including payments on the Local Obligations, or failure by the Authority to file with the Trustee any document required by this Indenture to be so filed on a date certain subsequent to the issuance of the Bonds, unless a

Responsible Officer shall be specifically notified in writing of such default by the Authority or by the Owners of at least twenty five percent (25%) in aggregate principal amount of the Outstanding Bonds and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered to a Responsible Officer at the Trust Office of the Trustee, and in the absence of such notice so delivered the Trustee may conclusively assume there is no Event of Default hereunder except as aforesaid. Delivery of a notice to the officer and address for the Trustee set forth in Section 9.12 hereof, as updated by the Trustee from time to time, shall be deemed notice to a Responsible Officer.

(i) At any and all reasonable times the Trustee, and its duly authorized agents, attorneys, experts, accountants and representatives, shall have the right fully to inspect all books, papers and records of the Authority pertaining to the Bonds, and to make copies of any of such books, papers and records such as may be desired but which is not privileged by statute or by law.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the performance of its duties hereunder.

(k) Notwithstanding anything elsewhere in this Indenture with respect to the execution of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, the Trustee shall have the right, but shall not be required, to demand any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, as may be deemed desirable by the Trustee in its sole discretion for the purpose of establishing the right of the Authority to the execution of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Before taking any action referred to in Sections 6.5, Article VIII, or this Article, the Trustee may require that an indemnity bond satisfactory to it be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful misconduct in connection with any such action.

(m) All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds.

(n) Whether or not expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of, or affording protection to, the Trustee shall be subject to the provisions of this Article VI.

(o) The Trustee shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of enforced delay ("unavoidable delay") in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the project, malicious mischief, condemnation,

and unusually severe weather or delays of supplies or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Trustee.

(p) The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions (“Instructions”) given pursuant to this Indenture and delivered using Electronic Means (“Electronic Means” means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the Authority shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions (“Authorized Officers”) and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Authority, whenever a person is to be added or deleted from the listing. If the Authority elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee’s understanding of such Instructions shall be deemed controlling. The Authority understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Authority shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the Authority and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Authority. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee’s reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Authority agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Authority; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Notwithstanding the effective date of this Indenture or anything to the contrary in this Indenture, the Trustee shall have no liability or responsibility for any act or event relating to this Indenture which occurs prior to the date the Trustee formally executes this Indenture and commences acting as Trustee hereunder.

(q) The Trustee shall not be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct.

Section 6.3 Fees, Charges and Expenses of Trustee. The Trustee shall be entitled to payment and reimbursement by the Authority for reasonable fees for its services rendered hereunder and all advances (including any interest on advances), counsel fees and expenses (including fees and expenses of outside counsel and the allocated costs of internal attorneys) and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services. Upon the occurrence of an Event of Default hereunder, but only upon an Event of Default, the Trustee shall

have a first lien with right of payment prior to payment of any Bond upon the amounts held in Funds and accounts hereunder for the foregoing fees, charges and expenses incurred by it respectively. The Trustee's right to payment of its fees and expenses shall survive the discharge and payment or defeasance of the Bonds and termination of this Indenture, and the resignation or removal of the Trustee. When the Trustee incurs expenses or renders services after the occurrence of an Event of Default, such expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

Section 6.4 Notice to Bond Owners of Default. If an Event of Default hereunder occurs with respect to any Bonds of which the Trustee has been given, or is deemed to have notice, as provided in Section 6.2(h) hereof, then the Trustee shall promptly give written notice thereof by first class mail to the Owner of each such Bond unless such Event of Default shall have been cured before the giving of such notice.

Section 6.5 Intervention by Trustee. In any judicial proceeding to which the Authority is a party which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners of any of the Bonds, the Trustee may intervene on behalf of such Bond Owners, and subject to Section 6.2(1) hereof, shall do so if requested in writing by the Owners of at least twenty five percent (25%) in aggregate principal amount of such Bonds then Outstanding.

Section 6.6 Removal of Trustee. The Owners of a majority in aggregate principal amount of the Outstanding Bonds may and the Authority may, so long as no Event of Default then exists, upon 30 days' prior written notice to the Trustee, remove the Trustee initially appointed, and any successor thereto, by an instrument or concurrent instruments in writing delivered to the Trustee. Upon any such removal, the Authority shall appoint a successor or successors thereto; provided that any such successor shall be a bank, association or trust company meeting the requirements set forth in Section 6.1 hereof.

Section 6.7 Resignation by Trustee. The Trustee and any successor Trustee may at any time give prior written notice of its intention to resign as Trustee hereunder, such notice to be given to the Authority, the Community Facilities District and the City by registered or certified mail. Upon receiving such notice of resignation, the Authority shall promptly appoint a successor Trustee. 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. Upon such acceptance, the Authority shall cause notice thereof to be sent to the Bond Owners at their respective addresses set forth on the Bond Register.

Section 6.8 Appointment of Successor Trustee. In the event of the removal or resignation of the Trustee pursuant to Sections 6.6 or 6.7, respectively, the Authority shall promptly appoint a successor Trustee. In the event the Authority shall for any reason whatsoever fail to appoint a successor Trustee within thirty (30) days following the delivery to the Trustee of the instrument described in Section 6.6 or within thirty (30) days following the receipt of notice by the Authority, the Community Facilities District and the City pursuant to Section 6.7, the Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee meeting the requirements of Section 6.1 hereof. Any such successor Trustee appointed by such court shall become the successor Trustee hereunder notwithstanding any action by the Authority purporting to appoint a successor Trustee following the expiration of such thirty day period.

Section 6.9 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, provided that such company shall meet the requirements set forth in Section 6.1 hereof, shall be the successor to the Trustee and vested with all of the title to the trust estate and all of the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding. The Trustee may assign its rights, duties and obligations hereunder in whole or in part, to an affiliate or subsidiary thereof, provided such Corporation, affiliate or subsidiary shall meet the requirements set forth in Section 6.1 hereof.

Section 6.10 Concerning any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Authority an instrument in writing accepting such appointment hereunder and to the predecessor Trustee an instrument indemnifying the predecessor Trustee for any costs or claims arising during the time the successor Trustee serves as Trustee hereunder and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors; but such predecessor shall, nevertheless, on the Request of the Authority, or of the Trustee's successor, execute and deliver an instrument transferring to such successor all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as the Trustee hereunder to its successor. Should any instrument in writing from the Authority be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor Trustee, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Authority.

Section 6.11 Appointment of Co-Trustee. It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of the State) denying or restricting the right of banking corporations or associations to transact business as a trustee in such jurisdiction. It is recognized that in the case of litigation under this Indenture, and in particular in case of the enforcement of the rights of the Trustee on default, or in the case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee or hold title to the properties, in trust, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate co-trustee. The following provisions of this Section 6.11 are adopted to these ends.

In the event that the Trustee or the Authority appoints an additional individual or institution as a separate or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vest in such separate or co-trustee but only to the extent necessary to enable such separate or co-trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-trustee shall run to and be enforceable by either of the Trustee or separate or co-Trustee.

Should any instrument in writing from the Authority be required by the separate trustee or co-trustee so appointed by the Trustee or the Authority for more fully and certainly vesting in and confirming to it such properties, rights, powers, trusts, duties and obligations, any and all such

instruments in writing shall, on request, be executed, acknowledged and delivered by the Authority. In case any separate trustee or co-trustee, or a successor to either, shall become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

Section 6.12 Indemnification; Limited Liability of Trustee. The Authority further covenants and agrees to indemnify and save the Trustee and its officers, officials, directors, agents and employees, harmless from and against any loss, cost, claim, suit, judgment, damages, expense, including legal fees and expenses, and liabilities which it may incur arising out of or in the exercise and performance of its powers and duties hereunder and any transactions or documents in connection herewith, including the costs and expenses of defending against any claim of liability, but excluding any and all losses, expenses and liabilities which are due to the negligence or intentional misconduct of the Trustee, its officers, directors, agents or employees. No provision in this Indenture shall require the Trustee to risk or expend its own funds or otherwise incur any financial liability hereunder unless indemnity reasonably satisfactory to it against such liability or risk is provided to it. The Trustee shall not be liable for any action taken or omitted to be taken by it in accordance with the direction of a majority (or any lesser amount that may direct the Trustee in accordance with the provisions of the Indenture) of the Owners of the principal amount of Bonds Outstanding relating to the time, method and place of conducting any proceeding or remedy available to the Trustee under this Indenture. The rights of the Trustee and the obligations of the Authority under this Section 6.12 shall survive termination of this Indenture, discharge of the Bonds and resignation or removal of the Trustee.

ARTICLE VII

MODIFICATION AND AMENDMENT OF THE INDENTURE

Section 7.1 Amendment Hereof. This Indenture and the rights and obligations of the Authority and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Indenture which shall become binding when the written consent of Owners of a majority in aggregate principal amount of the Bonds then Outstanding are filed with the Trustee. No such modification or amendment shall (a) extend the maturity of or reduce the interest rate on any Bond or otherwise alter or impair the obligation of the Authority to pay the principal, interest or redemption premiums at the time and place and at the rate and in the currency provided therein of any Bond without the express written consent of the Owner of such Bond, (b) reduce the percentage of Bonds required for the written consent to any such amendment or modification, or (c) without written consent of the Trustee, modify any of the rights or obligations of the Trustee.

This Indenture and the rights and obligations of the Authority and of the Owners of the Bonds may also be modified or amended at any time by a Supplemental Indenture which shall become binding upon adoption, without consent of any Bond Owners (except as otherwise provided in this Section 7.1), to the extent permitted by law but only for any one or more of the following purposes

(a) to add to the covenants and agreements of the Authority contained in this Indenture, other covenants and agreements thereafter to be observed, or to limit or surrender any rights or powers herein reserved to or conferred upon the Authority so long as such addition,

limitation or surrender of such rights or powers shall not materially adversely affect the Owners of the Bonds, as evidenced by the approval of Bond Counsel delivered pursuant to this Section 7.1; or

(b) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in any other respect whatsoever as the Authority may deem necessary or desirable, provided under any circumstances that such modifications or amendments shall not materially adversely affect the interests of the Owners of the Bonds, as evidenced by the approval of Bond Counsel delivered pursuant to this Section 7.1; or

(c) to amend any provision hereof relating to the Code as may be necessary or appropriate to assure compliance with the Code and the exclusion from gross income of interest on the Bonds, including, but not limited to, amending the procedures set forth in Section 5.8 hereof with respect to the calculation of Rebatable Arbitrage; or

(d) to amend or clarify any provision hereof to provide for the issuance of any Additional Bonds (which may be issued for refunding purposes only) on a parity with the Bonds for all purposes of this Indenture, including, but not limited to, for the purpose of exercising all rights and remedies hereunder; or

(e) to amend the provisions of Section 4.4 hereof.

The Trustee shall be furnished, at the expense of the Authority, an opinion of Bond Counsel that any such Supplemental Indenture entered into by the Authority and the Trustee is authorized or permitted hereunder and complies with the provisions of this Article VII and the Trustee may conclusively rely upon such opinion and shall be fully protected in relying thereon.

Section 7.2 Effect of Supplemental Indenture. From and after the time any Supplemental Indenture becomes effective pursuant to this Article VII, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations of the parties hereto or thereto and all Owners of Outstanding Bonds, as the case may be, shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of this Indenture for any and all purposes.

Section 7.3 Endorsement or Replacement of Bonds After Amendment. After the effective date of any action taken as hereinabove provided, the Authority may determine that any affected Bonds shall bear a notation, by endorsement in form approved by the Authority, as to such action, and in that case upon demand of the Owner of any Bond Outstanding at such effective date and presentation of its Bond for that purpose at the Trust Office of the Trustee, a suitable notation as to such action shall be made on such Bond. If the Authority shall so determine, new Bonds so modified as, in the opinion of the Authority, shall be necessary to conform to such Bond Owners' action shall be prepared and executed, and in that case upon demand of the Owner of any Bond Outstanding at such effective date such new Bonds shall be exchanged at the Trust Office of the Trustee, without cost to each Bond Owner, for Bonds then Outstanding, upon surrender of such Outstanding Bonds.

Section 7.4 Amendment by Mutual Consent. The provisions of this Article VII shall not prevent any Bond Owner from accepting any amendment as to the particular Bond held by such Owner, provided that due notation thereof is made on such Bond.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES OF BOND OWNERS

Section 8.1 Events of Default. The following events shall be Events of Default hereunder.

(a) Default in the due and punctual payment of the principal of any Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by proceedings for redemption, by declaration or otherwise.

(b) Default in the due and punctual payment of any installment of interest on any Bond when and as such interest installment shall become due and payable.

(c) Default by the Authority in the observance of any of the other covenants, agreements or conditions on its part in this Indenture or in the Bonds contained, if such default shall have continued for a period of thirty (30) days after written notice thereof, specifying such default and requiring the same to be remedied, shall have been given to the Authority by the Trustee, or to the Authority and the Trustee by the Owners of not less than twenty five percent (25%) in aggregate principal amount of the Bonds at the time Outstanding, provided that such default (other than a default arising from nonpayment of the Trustee's fees and expenses, which must be cured within such 30 day period) shall not constitute an Event of Default hereunder if the Authority shall commence to cure such default within said thirty (30) day period and thereafter diligently and in good faith shall cure such default within one hundred eighty (180) days after the delivery of such written default notice; or

(d) The filing by the Authority, the City or CFD No. 93-1 of a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America, or if a court of competent jurisdiction shall approve a petition, filed with or without the consent of the Authority, the City or CFD No. 93-1, as applicable, seeking reorganization under the federal bankruptcy laws or any other applicable law of the United States of America, or if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Authority or of the whole or any substantial part of its property.

Section 8.2 Remedies; Rights of Bond 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 to enforce any rights of the Trustee under or with respect to this Indenture. Subject to Section 8.3, in the event of an Event of Default arising out of a nonpayment of Trustee's fees and expenses, the Trustee may sue the Authority to seek recovery of its fees and expenses, provided, however, that such recovery may be made only from the funds of the Authority and not from Revenues.

If an Event of Default shall have occurred and be continuing and if requested to do so by the Owners of at least twenty-five percent (25%) in aggregate principal amount of Outstanding Bonds,

and, in each case, if indemnified as provided in Section 6.2(1), the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article VIII and, as applicable, under the Local Obligations, as shall be deemed most expedient in the interests of the Bond Owners.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bond Owners) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bond Owners hereunder or now or hereafter existing at law or in equity.

No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein; such right or power may be exercised from time to time as often as may be deemed expedient.

In no event shall the principal of the Bonds be accelerated.

Nothing herein shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Owner any plan of reorganization, arrangement, adjustment, or composition affecting the Bonds or the rights of any Owner thereof, or to authorize the Trustee to vote in respect of the claim of any Owner in any such proceeding without the approval of the Owners so affected.

Section 8.3 Application of Revenues and Other Funds After Event of Default. All amounts received by the Trustee with respect to the Bonds pursuant to any right given or action taken by the Trustee under the provisions of this Indenture relating to the Bonds and any other amounts held by the Trustee hereunder (except funds in the Rebate Fund) shall be applied by the Trustee in the following order upon presentation of the several Bonds, and the stamping thereon of the amount of the payment if only partially paid, or upon the surrender thereof if fully paid –

First, to the payment of the 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 (including outside counsel and the allocated costs of internal attorneys), 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 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; 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 then due and unpaid,
- (b) second, to the payment of all installments of principal of the Bonds then due and unpaid, and
- (c) third, to the payment of interest on overdue installments of principal and interest on Bonds.

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 a majority in aggregate principal amount of the Bonds then Outstanding, it may, in the exercise of its discretion for the best interests of the Owners of the 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 issued hereunder opposing such discontinuance, withdrawal, compromise, settlement or other such litigation and provided further that the Trustee shall have the right to decline to comply with such written request unless indemnification satisfactory to it has been provided. Any suit, action or proceeding which any Owner of 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 similarly situated and the Trustee is hereby appointed (and the successive respective Owners of the 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 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 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 Bond Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Revenues and other amounts pledged hereunder, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 8.6 Non Waiver. Nothing in this Article VIII or in any other provision of this Indenture, or in the Bonds, shall affect or impair the obligation of the Authority, which is absolute and unconditional, to pay the interest on and principal of the Bonds to the respective Owners of the Bonds at the respective dates of maturity, as herein provided, out of the Revenues and other moneys herein pledged for such payment.

A waiver of any default or breach of duty or contract by the Trustee or any Bond 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 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 Bond Owners by the Bond Law 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 Bond Owners, as the case may be.

Section 8.7 Rights and Remedies of Bond Owners. No Owner of any 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 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 of any remedy hereunder; it being understood and intended that no one or more Owners of 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.

The right of any Owner of any Bond to receive payment of the principal of and interest and premium (if any) on such 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 Authority, the Trustee and the Bond 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

MISCELLANEOUS

Section 9.1 Limited Liability of Authority. Notwithstanding anything in this Indenture contained, the Authority shall not be required to advance any moneys derived from any source of income other than the Revenues or for the payment of the principal of or interest on the Bonds, or any premiums upon the redemption thereof, or for the performance of any covenants herein contained (except to the extent any such covenants are expressly payable hereunder from the Revenues). The Authority may, however, advance funds for any such purpose, provided that such funds are derived from a source legally available for such purpose and may be used by the Authority for such purpose without incurring indebtedness.

The Bonds shall be revenue bonds, payable exclusively from the Revenues and other funds as in this Indenture provided. The general fund of the Authority is not liable, and the credit of the Authority is not pledged, for the payment of the interest and premium (if any) on or principal of the Bonds. The Owners of the Bonds shall never have the right to compel the forfeiture of any property of the Authority. The principal of and interest on the Bonds and any premiums upon the redemption of any thereof, shall not be a legal or equitable pledge, charge, lien or encumbrance upon any property of the Authority or upon any of its income, receipts or revenues except the Revenues and other funds pledged to the payment thereof as in this Indenture provided.

Section 9.2 Benefits of Indenture Limited to Parties. Nothing in this Indenture, expressed or implied, is intended to give to any person other than the Authority, the Trustee and the Owners of the Bonds, any right, remedy or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture contained by and on behalf of the Authority shall be for the sole and exclusive benefit of the Trustee and the Owners of Bonds.

Section 9.3 Discharge of Indenture. The Authority may pay and discharge any or all of the Outstanding Bonds in any one or more of the following ways:

(a) by well and truly paying or causing to be paid the principal of and interest and premium (if any) on such Bonds, as and when the same become due and payable;

(b) by irrevocably depositing with the Trustee, in trust, at or before maturity, money which, together with the available amounts then on deposit in the funds and accounts established with the Trustee pursuant to this Indenture and available for such purpose, is fully sufficient to pay such Bonds, including all principal, interest and redemption premiums; or

(c) by irrevocably depositing with the Trustee or any other fiduciary, in trust, Defeasance Securities in such amount as an Independent Accountant shall determine will, together with the interest to accrue thereon and available moneys then on deposit in the funds and accounts established with the Trustee pursuant to this Indenture and available for such purpose, be fully sufficient to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates.

Any Outstanding Bond or Bonds shall be deemed to have been paid and discharged under (c) above if (i) in the case of Bonds to be redeemed prior to the maturity thereof, notice of such redemption shall have been provided pursuant to Section 2.2(d) hereof or provision satisfactory to the Trustee shall have been made for the provisions of such notice, (ii) a verification report of an Independent Accountant shall be delivered to the Trustee, and (iii) an opinion of Bond Counsel shall be delivered to the Trustee to the effect that the requirements of this Indenture have been satisfied with respect to such discharge of Bonds. Upon a discharge of one or more Bonds as described above, and notwithstanding that any of such Bonds shall not have been surrendered for payment, the pledge of the Revenues, and other funds provided for in this Indenture with respect to such Bonds, as applicable, and all other pecuniary obligations of the Authority under this Indenture with respect to such Bonds, shall cease and terminate, except only the obligation of the Authority to comply with the covenants contained in Sections 5.7 and 6.12 hereof, to pay or cause to be paid to the Owners of such Bonds not so surrendered and paid all sums due thereon from amounts set aside for such purpose, to pay all expenses and costs of the Trustee and to comply with the covenants contained in Section 5.7 hereof. Any funds thereafter held by the Trustee, which are not required for said purposes, shall be paid over to the Authority or upon a Request of the Authority to the City or the Community Facilities District, as applicable.

Defeasance shall be accomplished only with an irrevocable deposit in escrow of Defeasance Securities. Further substitutions of securities in the escrow are not permitted. The deposit in the escrow must be sufficient, without reinvestment, to pay all principal and interest as scheduled on the Bonds to and including the date of redemption.

Section 9.4 Successor is Deemed Included in All References to Predecessor. Whenever in this Indenture or any Supplemental Indenture either the Authority is named or referred

to, such reference shall be deemed to include the successor to the powers, duties and functions, with respect to the management, administration and control of the affairs of the Authority, that are presently vested in the Authority, and all the covenants, agreements and provisions contained in this Indenture by or on behalf of the Authority shall bind and inure to the benefit of its successors whether so expressed or not.

Section 9.5 Content of Certificates. Every certificate by or on behalf of the Authority with respect to compliance with a condition or covenant provided for in this Indenture shall include (a) a statement that the person or persons making or giving such certificate have read such covenant or condition and the definitions herein relating thereto; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate are based; (c) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such covenant or condition has been complied with; and (d) a statement as to whether, in the opinion of the signers, such condition or covenant has been complied with.

Any such certificate made or given by an officer of the Authority may be based, insofar as it relates to legal matters, upon a certificate or opinion of or representations by counsel, unless such officer knows that the certificate or opinion or representations with respect to the matters upon which his certificate may be based, as aforesaid, are erroneous, or in the exercise of reasonable care should have known that the same were erroneous. Any such certificate or opinion or representation made or given by counsel may be based, insofar as it relates to factual matters, on information with respect to which is in the possession of the Authority, or upon the certificate or opinion of or representations by an officer or officers of the Authority, unless such counsel knows that the certificate or opinion or representations with respect to the matters upon which his certificate, opinion or representation may be based, as aforesaid, are erroneous, or in the exercise of reasonable care should have known that the same were erroneous.

Section 9.6 Execution of Documents by Bond Owners. Any request, consent or other instrument required by this Indenture to be signed and executed by Bond Owners may be in any number of concurrent writings of substantially similar tenor and may be signed or executed by such Bond Owners in person or by agent or agents duly appointed in writing. Proof of the execution of any such request, consent or other instrument or of a writing appointing any such agent, shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustee and of the Authority if made in the manner provided in this Section 9.6.

The fact and date of the execution by any person of any such request, consent or other instrument or writing may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgements of deeds, certifying that the person signing such request, consent or other instrument or writing acknowledged to him the execution thereof.

The ownership of Bonds shall be conclusively proved by the Bond Register. Any request, consent or vote of the Owner of any Bond shall bind every future Owner of the same Bond and the Owner of any Bond issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Authority in pursuance of such request, consent or vote. In lieu of obtaining any demand, request, direction, consent or waiver in writing, the Trustee may call and hold a meeting of the Bond Owners upon such notice and in accordance with such rules and obligation as the Trustee considers fair and reasonable for the purpose of obtaining any such action.

Section 9.7 Disqualified Bonds. In determining whether the Owners of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under this Indenture, Bonds which are owned or held by or for the account of the Authority, the City or the Community Facilities District (but excluding Bonds held in any employees' or retirement fund) shall be disregarded and deemed not to be Outstanding for the purpose of any such determination, provided, however, that for the purpose of determining whether the Trustee shall be protected in relying on any such demand, request, direction, consent or waiver, only Bonds which a Responsible Officer of the Trustee actually knows to be so owned or held shall be disregarded unless all Bonds are so owned, in which case such Bonds shall be considered Outstanding for the purposes of such determination. Upon request, the Authority shall specify to the Trustee those Bonds disqualified pursuant to this Section 9.7 and the Trustee may conclusively rely upon such certificate.

Section 9.8 Waiver of Personal Liability. No officer, agent or employee of the Authority shall be individually or personally liable for the payment of the interest on or principal of the Bonds; but nothing herein contained shall relieve any such officer, agent or employee from the performance of any official duty provided by law.

Section 9.9 Partial Invalidity. If any one or more of the covenants or agreements, or portions thereof, provided in this Indenture on the part of the Authority (or of the Trustee) to be performed should be contrary to law, then such covenant or covenants, such agreement or agreements, or such portions thereof, shall be null and void and shall be deemed separable from the remaining covenants and agreements or portions thereof and shall in no way affect the validity of this Indenture or of the Bonds; but the Bond Owners shall retain all rights and benefits accorded to them under the Bond Law or any other applicable provisions of law. The Authority hereby declares that it would have entered into this Indenture and each and every other section, paragraph, subdivision, sentence, clause and phrase hereof and would have authorized the issuance of the Bonds pursuant hereto irrespective of the fact that any or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Indenture or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

Section 9.10 Destruction of Cancelled Bonds. Whenever in this Indenture provision is made for the surrender to the Authority or the Trustee of any Bonds which have been paid or cancelled pursuant to the provisions of this Indenture, the Trustee shall destroy such Bonds in accordance with the retention policy of the Trustee then in effect.

Section 9.11 Funds and Accounts. Any fund or account required by this Indenture to be established and maintained by the Authority or the Trustee may be established and maintained in the accounting records of the Authority or the Trustee, as the case may be, either as a fund or an account, and may, for the purpose of such records, any audits thereof and any reports or statements with respect thereto, be treated either as a fund or as an account. All such records with respect to all such funds and accounts held by the Authority shall at all times be maintained in accordance with generally accepted accounting principles and all such records with respect to all such funds and accounts held by the Trustee shall be at all times maintained in accordance with corporate trust industry practices; in each case with due regard for the protection of the security of the Bonds and the rights of every Owner thereof.

Section 9.12 Notices. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by registered or

certified mail, return receipt requested, postage prepaid, or sent by facsimile or other electronic transmission, addressed as follows:

If to the Authority: Beaumont Public Improvement Authority
 c/o City of Beaumont
 550 East 6th Street
 Beaumont, CA 92223
 Attention: Executive Director

If to CFD No. 93-1: CFD No. 93-1
 c/o City of Beaumont
 550 East 6th Street
 Beaumont, CA 92223
 Attention: City Manager

If to the Trustee: Wilmington Trust, National Association
 650 Town Center Drive, Suite 600
 Costa Mesa, CA 92626
 Attention: Corporate Trust Department

The Authority, the City and the Trustee may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 9.13 Unclaimed Moneys. Anything in this Indenture to the contrary notwithstanding, any moneys held by the Trustee in trust for the payment and discharge of any of the Bonds which remain unclaimed for two (2) years after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Trustee at such date, or for two (2) years after the date of deposit of such moneys if deposited with the Trustee after said date when such Bonds become due and payable, shall be repaid (without liability for interest) by the Trustee to the Authority, as its absolute property and free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Bond Owners shall look only to the Authority for the payment of such Bonds; provided, however, that before being required to make such payment to the Authority, the Trustee shall, at the expense of Authority, cause to be mailed to the Owners of all such Bonds, at their respective addresses appearing on the Bond Register, a notice that said moneys remain unclaimed and that, after a date in said notice, which date shall not be less than thirty (30) days after the date of mailing such notice, the balance of such moneys then unclaimed will be returned to the Authority.

Section 9.14 Payment Due on Other than a Business Day. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in the Indenture, is not a Business Day, such payment, with no interest accruing for the period after such nominal date, may be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Indenture.

Section 9.15 Governing Law. This Indenture shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the Authority has caused this Indenture to be executed by the Treasurer of the Authority, attested by its Secretary, and the Trustee has caused this Indenture to be executed by one of its authorized officers, all as of the day and year first above written.

BEAUMONT PUBLIC IMPROVEMENT
AUTHORITY

By: _____
Treasurer

Attest:

By: _____
Secretary

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Trustee

By: _____
Authorized Officer

**EXHIBIT A
FORM OF BOND**

R-__

\$ _____

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE AUTHORITY OR THE TRUSTEE FOR REGISTRATION OR TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY AND ANY PAYMENT IS MADE TO CEDE & CO., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO. HAS AN INTEREST HEREIN.

**UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF RIVERSIDE**

**BEAUMONT PUBLIC IMPROVEMENT AUTHORITY
LOCAL AGENCY REFUNDING BOND
SERIES 2019A**

<i>INTEREST RATE:</i>	<i>MATURITY DATE:</i>	<i>DATED DATE:</i>	<i>CUSIP NUMBER:</i>
____%	September 1, 20__	_____, 2019	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____
AND NO/100 DOLLARS

The BEAUMONT PUBLIC IMPROVEMENT AUTHORITY, a joint powers authority organized and existing under the laws of the State of California (the "Authority"), for value received, hereby promises to pay (but only out of the Revenues and other funds hereinafter referred to) to the Registered Owner identified above or registered assigns (the "Registered Owner"), on the Maturity Date identified above (subject to any right of prior redemption hereinafter mentioned), the Principal Amount identified above in lawful moneys of the United States of America; and to pay interest thereon at the Interest Rate identified above in like moneys from the Interest Payment Date (as hereinafter defined) next preceding the date of authentication of this Bond (unless this Bond is authenticated on or before an Interest Payment Date and after the fifteenth calendar day of the month preceding the month in which such Interest Payment Date occurs, in which event it shall bear interest from such Interest Payment Date, or unless this Bond is authenticated on or prior to February 15, 2020, in which event it shall bear interest from the Dated Date identified above; provided, however,

that if, at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the Interest Payment Date to which interest hereon has previously been paid or made available for payment), payable semiannually on March 1 and September 1 in each year, commencing March 1, 2020 (each, an "Interest Payment Date") until the Maturity Date stated above or date of redemption of this Bond. The Principal Amount hereof is payable upon presentation and surrender hereof at the Trust Office (as defined in the Indenture) of Wilmington Trust, National Association (the "Trustee"). Interest hereon is payable by check of the Trustee mailed by first class mail, postage prepaid, on each Interest Payment Date to the Registered Owner hereof at the address of the Registered Owner as it appears on the registration books of the Trustee as of the fifteenth calendar day of the month preceding the month in which such Interest Payment Date occurs; provided, however, that payment of interest may be made by wire transfer to an account in the United States of America to any registered owner of Bonds in the aggregate principal amount of \$1,000,000 or more upon written instructions of any such registered owner filed with the Trustee in writing at least five (5) Business Days before the Record Date for such Interest Payment Date.

This Bond is one of a duly authorized Series of bonds of the Authority designated the "Beaumont Public Improvement Authority Local Agency Refunding Bonds" (the "Bonds"), limited in principal amount to _____ Dollars (\$ _____), secured by an Indenture of Trust dated as of July 1, 2019 (the "Indenture"), by and between the Authority and the Trustee. Reference is hereby made to the Indenture and all indentures supplemental thereto for a description of the rights thereunder of the owners of the Bonds, of the nature and extent of the Revenues (as that term is defined in the Indenture), of the rights, duties and immunities of the Trustee and of the rights and obligations of the Authority thereunder; and all of the terms of the Indenture are hereby incorporated herein and constitute a contract between the Authority and the Registered Owner hereof, and to all of the provisions of which Indenture the Registered Owner hereof, by acceptance hereof, assents and agrees.

This Bond is a limited obligation of the Authority, payable solely from the Revenues and funds pledged under the Indenture. This Bond is not a debt of the City of Beaumont (the "City") or the State of California (the "State") or any of its political subdivisions (except the Authority and only to the extent set forth in the Indenture), and none of said City, the State or any of its political subdivisions is liable hereon. The Authority has no taxing power.

The Bonds are authorized to be issued pursuant to the provisions of the Marks-Roos Local Bond Pooling Act of 1985, as amended, constituting Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"). The Bonds are limited obligations of the Authority and, as and to the extent set forth in the Indenture, are payable solely from and secured by a first lien on and pledge of the Revenues and certain other funds held by the Trustee as provided in the Indenture. The Revenues and such other funds constitute a trust fund for the security and payment of the principal of and interest on the Bonds, except to the extent otherwise provided in the Indenture. The full faith and credit of the Authority is not pledged to the payment of the principal of or interest or redemption premiums (if any) on the Bonds. The Bonds are not secured by a legal or equitable pledge of, or charge, lien or encumbrance upon, any of the property of the Authority or any of its income or receipts, except the Revenues and such other funds as provided in the Indenture.

The Bonds have been issued to provide funds to purchase certain obligations of the City of Beaumont Community Facilities District No. 93-1 (the "Community Facilities District") as identified in the Indenture (collectively, the "Local Obligations"). The Community Facilities District or the

City, as applicable, in turn, will take the proceeds that it receives from the sale of the Local Obligations to the Authority to refund certain outstanding indebtedness of the Community Facilities District, all as more particularly described in the Indenture. The obligations of the Community Facilities District to make payments of principal and interest on the Local Obligations are limited obligations secured only as set forth therein.

The Bonds may be redeemed at the option of the Authority, from any source of available funds, prior to maturity on any date on or after September 1, 20__ as a whole, or in part from maturities of the Local Obligations simultaneously redeemed, if any redemption of Local Obligations is being made in conjunction with such optional redemption, and otherwise from such maturities as are selected by the Authority, by lot within a maturity, at the following redemption prices expressed as a percentage of the principal amount to be redeemed, together with accrued interest to the date of redemption:

<i>Redemption Dates</i>	<i>Redemption Price</i>
September 1, 20__ through August 31, 20__	%
September 1, 20__ through August 31, 20__	
September 1, 20__ through August 31, 20__	
September 1, 20__ and any date thereafter	

The Bonds maturing on September 1, 20__ are subject to mandatory sinking fund redemption prior to maturity, in part, on September 1, 20__, and on each September 1 thereafter by lot, from sinking fund payments at a redemption price equal to the principal amount of Bonds to be redeemed, together with accrued interest to the date of redemption, without premium, as follows:

Term Bonds Due on September 1, 20__

<i>Redemption Date (September 1)</i>	<i>Redemption Amount</i>
	\$

(Maturity)

The Bonds maturing on September 1, 20__ are subject to mandatory sinking fund redemption prior to maturity, in part, on September 1, 20__, and on each September 1 thereafter by lot, from sinking fund payments at a redemption price equal to the principal amount of Bonds to be redeemed, together with accrued interest to the date of redemption, without premium, as follows:

Term Bonds Due on September 1, 20__

<i>Redemption Date (September 1)</i>	<i>Redemption Amount</i>
	\$

(Maturity)

The Bonds are subject to special redemption on any Interest Payment Date from proceeds of early redemption of the Local Obligations from prepayments of Special Taxes (as such terms are defined in the Indenture), in whole or in part, from maturities corresponding proportionately to the maturities of the Local Obligations simultaneously redeemed at the principal amount thereof, plus a premium expressed below as a percentage of the principal amount so redeemed, plus accrued interest to the date of redemption thereof:

<i>Redemption Dates</i>	<i>Premium</i>
Any Interest Payment Date through March 1, 2027	103%
September 1, 2027 and March 1, 2028	102
September 1, 2028 and March 1, 2029	101
September 1, 2029 and any Interest Payment Date thereafter	100

The Trustee on behalf, and at the expense of, the Authority shall mail by first class mail, postage prepaid, notice of any redemption (other than mandatory sinking fund redemption) to the respective owners of any Bonds designated for redemption, at their respective addresses appearing on the registration books maintained by the Trustee and to the Securities Depositories and to the Information Services (as such terms are defined in the Indenture), at least thirty (30) but not more than sixty (60) days prior to the redemption date; provided, however, that neither failure to receive any such notice so mailed nor any defect therein shall affect the validity of the proceedings for the redemption of such Bonds or the cessation of the accrual of interest thereon.

If this Bond is called for redemption and payment is duly provided therefor as specified in the Indenture, interest shall cease to accrue hereon from and after the date fixed for redemption.

The Bonds are issuable as fully registered Bonds without coupons in denominations of \$5,000 or any integral multiple thereof. Subject to the limitations and upon payment of the charges, if any, provided in the Indenture, fully registered Bonds may be exchanged at the Trust Office of the Trustee for a like aggregate principal amount and maturity of fully registered Bonds of other authorized denominations.

This Bond is transferable by the Registered Owner hereof, in person or by its attorney duly authorized in writing, at the Trust Office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer a new fully registered Bond or Bonds, of authorized denomination or denominations, for the same aggregate principal amount will be issued to the transferee in exchange herefor. The Trustee shall not be required to register the transfer or exchange

of any Bond (i) during the 15 days prior to selection of Bonds for redemption, or (ii) selected for redemption.

The Authority and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the Authority and the Trustee shall not be affected by any notice to the contrary. The Indenture and the rights and obligations of the Authority and of the owners of the Bonds and of the Trustee may be modified or amended from time to time and at any time in the manner, to the extent, and upon the terms provided in the Indenture; provided that no such modification or amendment shall (a) extend the maturity of or reduce the interest rate on any Bond or otherwise alter or impair the obligation of the Authority to pay the principal, interest or redemption premiums at the time and place and at the rate and in the currency provided therein of any Bond without the express written consent of the owner of such Bond, (b) reduce the percentage of Bonds required for the written consent to any such amendment or modification, or (c) without its written consent thereto, modify any of the rights or obligations of the Trustee, all as more fully set forth in the Indenture.

It is hereby certified by the Authority that all things, conditions and acts required to exist, to have happened and to have been 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 the Constitution and statutes of the State of California and by the Act, and that the amount of this Bond, together with all other indebtedness of the Authority, does not exceed any limit prescribed by the Constitution or statutes of the State of California or by the Act.

This Bond shall not be entitled to any benefit under the Indenture, or become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, the BEAUMONT PUBLIC IMPROVEMENT AUTHORITY has caused this Bond to be executed in its name and on its behalf by the facsimile signature of its Chairman and attested by the facsimile signature of its Secretary, all as of the date set forth above.

BEAUMONT PUBLIC IMPROVEMENT
AUTHORITY

By: _____
Chair

Attest:

Secretary

[FORM OF CERTIFICATE OF AUTHENTICATION]

This is one of the Bonds described in the within-mentioned Indenture.

Date: _____, 2019

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Trustee

By: _____
Authorized Signatory

[FORM OF LEGAL OPINION]

The attached is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, in connection with the issuance of, and dated as of the date of the original delivery of, the Bonds. A signed copy is on file in my office.

Secretary of the Board of Directors of
Beaumont Public Improvement Authority

[FORM OF ASSIGNMENT]

For value received the undersigned do(es) hereby sell, assign and transfer unto

whose tax identification number is _____,
the within mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s)

attorney to transfer the same on the books of the Trustee with full power of substitution in the
premises.

Dated: _____

Signature guaranteed:

NOTE: Signature guarantee shall be made by
a guarantor institution participating in the
Securities Transfer Agents Medallion Program
or in such other guarantee program acceptable
to the Trustee.

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

BOND INDENTURE

Between

**CITY OF BEAUMONT
COMMUNITY FACILITIES DISTRICT NO. 93-1**

and

**WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee**

§ _____
**CITY OF BEAUMONT
COMMUNITY FACILITIES DISTRICT NO. 93-1
(IMPROVEMENT AREA NO. 3)
2019 SPECIAL TAX REFUNDING BONDS**

Dated as of July 1, 2019

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS

Section 1.1 Definitions.....2

ARTICLE II

GENERAL AUTHORIZATION AND BOND TERMS

Section 2.1 Amount, Issuance, Purpose and Nature of Bonds and Parity Bonds 12
 Section 2.2 Type and Nature of Bonds and Parity Bonds..... 12
 Section 2.3 Equality of Bonds and Parity Bonds and Pledge of Net Special Taxes 12
 Section 2.4 Description of Bonds; Interest Rates..... 13
 Section 2.5 Place and Form of Payment 14
 Section 2.6 Form of Bonds and Parity Bonds 15
 Section 2.7 Execution and Authentication 15
 Section 2.8 Bond Register 15
 Section 2.9 Registration of Exchange or Transfer 16
 Section 2.10 Mutilated, Lost, Destroyed or Stolen Bonds or Parity Bonds 16
 Section 2.11 Validity of Bonds and Parity Bonds..... 17

ARTICLE III

CREATION OF FUNDS AND APPLICATION OF PROCEEDS

Section 3.1 Creation of Funds; Application of Proceeds 17
 Section 3.2 Deposits to and Disbursements from Special Tax Fund 18
 Section 3.3 Administrative Expense Fund 19
 Section 3.4 Interest Account and Principal Account of the Special Tax Fund 19
 Section 3.5 Redemption Account of the Special Tax Fund 19
 Section 3.6 Surplus Fund 20
 Section 3.7 Investments 20

ARTICLE IV

REDEMPTION OF BONDS AND PARITY BONDS

Section 4.1 Redemption of Bonds..... 22
 Section 4.2 Selection of Bonds and Parity Bonds for Redemption..... 23
 Section 4.3 Reserved..... 23
 Section 4.4 Partial Redemption of Bonds or Parity Bonds 23
 Section 4.5 Availability of Redemption Money 23

TABLE OF CONTENTS
(continued)

		Page
ARTICLE V		
COVENANTS AND WARRANTY		
Section 5.1	Warranty.....	24
Section 5.2	Covenants.....	24
ARTICLE VI		
AMENDMENTS TO INDENTURE		
Section 6.1	Supplemental Indentures or Orders Not Requiring Bondowner Consent.....	27
Section 6.2	Supplemental Indentures or Orders Requiring Bondowner Consent.....	28
Section 6.3	Notation of Bonds or Parity Bonds; Delivery of Amended Bonds or Parity Bonds	29
Section 6.4	Execution of Supplemental Indentures	29
ARTICLE VII		
TRUSTEE		
Section 7.1	Trustee.....	30
Section 7.2	Removal of Trustee.....	31
Section 7.3	Resignation of Trustee	31
Section 7.4	Liability of Trustee.....	31
Section 7.5	Merger or Consolidation	34
ARTICLE VIII		
EVENTS OF DEFAULT; REMEDIES		
Section 8.1	Events of Default.....	34
Section 8.2	Remedies of Owners	34
Section 8.3	Application of Revenues and Other Funds After Default.....	35
Section 8.4	Power of Trustee to Control Proceedings	35
Section 8.5	Appointment of Receivers.....	36
Section 8.6	Non-Waiver.....	36
Section 8.7	Limitations on Rights and Remedies of Owners.....	36
Section 8.8	Termination of Proceedings	37
ARTICLE IX		
DEFEASANCE AND PARITY BONDS		
Section 9.1	Defeasance	37
Section 9.2	Conditions for the Issuance of Parity Bonds and Other Additional Indebtedness.....	38

TABLE OF CONTENTS
(continued)

	Page
ARTICLE X	
MISCELLANEOUS	
Section 10.1 Cancellation of Bonds and Parity Bonds	41
Section 10.2 Execution of Documents and Proof of Ownership.....	41
Section 10.3 Unclaimed Moneys	41
Section 10.4 Provisions Constitute Contract.....	42
Section 10.5 Further Assurances.....	42
Section 10.6 Severability	42
Section 10.7 Notices	42
Section 10.8 Governing Laws.....	42
Signature Page	S-1
EXHIBIT A FORM OF 2019 SPECIAL TAX REFUNDING BOND.....	A-1

BOND INDENTURE

THIS BOND INDENTURE dated as of July 1, 2019 (the "Indenture"), is made and entered into by the City of Beaumont Community Facilities District No. 93-1 and Wilmington Trust, National Association, as trustee, and governs the terms of the City of Beaumont Community Facilities District No. 93-1 (Improvement Area No. 3) 2019 Special Tax Refunding Bonds and any Parity Bonds issued in accordance herewith from time to time.

RECITALS:

WHEREAS, the City Council of the City of Beaumont, located in Riverside County, California (hereinafter sometimes referred to as the "legislative body of the District"), has heretofore undertaken proceedings to form the City of Beaumont Community Facilities District No. 93-1 (the "District") and Improvement Area No. 3 therein (the "Improvement Area") 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, the District has previously issued its Prior Bonds (as defined herein) to finance certain public improvements; and

WHEREAS, on July 2, 2019, the legislative body of the District adopted a resolution (the "Resolution") authorizing the issuance and sale of special tax bonds for the District pursuant to this Indenture designated as the "City of Beaumont Community Facilities District No. 93-1 (Improvement Area No. 3) 2019 Special Tax Refunding Bonds" (the "Bonds"); and

WHEREAS, it is in the public interest and for the benefit of the District, the persons responsible for the payment of special taxes and the owners of the Bonds that the District enter into this Indenture to provide for the issuance of the Bonds, the disbursement of proceeds of the Bonds, the disposition of the special taxes securing the bonds, and the administration and payment of the Bonds; and

WHEREAS, all things necessary to cause the Bonds, when authenticated by the Trustee and issued as provided in the Act, the Resolution and this Indenture, to be legal, valid and binding and limited obligations in accordance with their terms, and all things necessary to cause the creation, authorization, execution and delivery of this Indenture and the creation, authorization, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, in order to establish the terms and conditions upon and subject to which the Bonds are to be issued, and in consideration of the premises and of the mutual covenants contained herein and of the purchase and acceptance of the Bonds by the Owners thereof, and for other valuable consideration, the receipt of which is hereby acknowledged, the District does hereby covenant and agree, for the benefit of the Owners of the Bonds 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.

“Act” means the Mello-Roos Community Facilities Act of 1982, as amended, Sections 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 Bonds or 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, the District, and any other costs otherwise incurred by the City on behalf of the District in order to carry out the purposes of the District as set forth in the Resolution of Formation and any obligation of the District hereunder. Administrative Expenses shall also include the administrative costs with respect to the collection of Delinquency Proceeds.

“Administrative Expense Fund” means the fund by that name created and established pursuant to Section 3.1 hereof.

“Annual Debt Service” means the principal amount of any Outstanding Bonds or Parity Bonds payable in a Bond Year either at maturity or pursuant to a sinking fund payment and any interest payable on any Outstanding Bonds or Parity Bonds in such Bond Year, if the Bonds and any Parity Bonds are retired as scheduled.

“Authority” means the Beaumont Public Improvement Authority.

“Authority Bonds” means any bonds outstanding under the Authority Indenture, which are secured by payments made on the Bonds.

“Authority Indenture” means that certain Indenture of Trust, dated as of July 1, 2019, by and between the Authority and the Authority Trustee, pursuant to which the Authority Bonds are issued.

“Authority Trustee” means Wilmington Trust, National Association, or any successor thereto appointed pursuant to the Authority Indenture.

“Authorized Investments” means any of the following which at the time of investment are legal investments under the laws of the State for the moneys proposed to be invested therein:

- (1) (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)

- Student Loan Marketing Association (SLMA)

Senior debt obligations (excluded are securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date)

- Financing Corporation (FICO)

Debt obligations

- Resolution Funding Corporation (REFCORP)

Debt obligations

(4) Unsecured certificates of deposit, time deposits, and bankers' acceptances (having maturities of not more than 30 days) of any bank (including the Trustee and any affiliate) the short-term obligations of which are rated "A-1" or better by Standard & Poor's.

(5) Deposits the aggregate amount of which are fully insured by the Federal Deposit Insurance Corporation (FDIC), in banks (including the Trustee and any affiliate) which have capital and surplus of at least \$5 million.

(6) Commercial paper rated at the time of purchase (having original maturities of not more than 270 days) "A-1-" by Standard & Poor's and "Prime-1" by Moody's.

(7) Money market funds rated "AAm" or "AAm-G" by Standard & Poor's, or better (including such funds for which the Trustee, its affiliates or subsidiaries provide investment advisory or other management services or for which the Trustee or an affiliate of the Trustee serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (i) the Trustee or an affiliate of the Trustee receives fees from funds for services rendered, (ii) the Trustee collects fees for services rendered pursuant to this Indenture, which fees are separate from the fees received from such funds, and (iii) services performed for such funds and pursuant to this Indenture may at times duplicate those provided to such funds by the Trustee or an affiliate of the Trustee).

(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 Standard & Poor's, 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 Standard & Poor's and "Prime-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 Standard & Poor's 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 Standard & Poor’s 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 Standard & Poor’s 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 Standard & Poor’s and Moody’s, provided that:

(a) The market value of the collateral is maintained at levels equal to 104% of the amount of cash transferred by the Trustee to the provider of the repurchase agreement plus accrued interest with the collateral being valued weekly and marked-to-market at one current market price plus accrued interest;

(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 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) The repurchase agreement shall provide that if during its term the provider's rating by either Moody's or Standard & Poor's is withdrawn or suspended or falls below "A-" by Standard & Poor's 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 Standard & Poor's 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 Standard & Poor's and "Aa" 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, in the case of a bank, that the obligation of the bank to make payments under the agreement ranks pari passu with the obligations of the bank 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, and addressed to, the District;

(E) the investment agreement shall provide that if during its term.

(1) the provider's rating by either Standard & Poor's 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 Standard & Poor's 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 Standard & Poor's 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, 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 monies available for the purposes of this Indenture.

"Authorized Representative of the City" means the City Manager of the City, Assistant City Manager of the City, or his or her designee, the Finance Director of the City, or his or her designee, or any other person or persons designated by the City Council of the City and authorized to act on behalf of the City by a written certificate signed on behalf of the City by the Mayor of the City 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 before the highest court of 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 \$_____ City of Beaumont Community Facilities District No. 93-1 (Improvement Area No. 3) 2019 Special Tax Refunding Bonds.

“Bond Year” means the twelve month period commencing on September 1 of each year and ending on September 1 of the following year, except that the first Bond Year for the Bonds or an issue of Parity Bonds shall begin on the Delivery Date and end on the first September 1 which is not more than 12 months after the Delivery Date.

“Business Day” 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 or warrant request executed by an Authorized Representative of the City.

“City” means the City of Beaumont.

“City Council” means the City Council of the City acting as the legislative body of the District.

“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.

“Costs of Issuance” shall have the meaning set forth in the Authority Indenture.

“Defeasance Securities” means non-callable, non-prepayable obligations of the type set forth in clause (1) of the definition of Authorized Investments.

“Delinquency Proceeds” means the net amounts collected from the redemption of delinquent Special Taxes including the penalties and interest thereon and from the sale of property sold as a result of the foreclosure of the lien of the Special Tax resulting from the delinquency in the payment of Special Taxes due and payable on such property.

“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.

“District” means City of Beaumont Community Facilities District No. 93-1 established pursuant to the Act and the Resolution of Formation.

“Escrow Agent” means Wilmington Trust, National Association, acting as escrow agent pursuant to the Escrow Agreement.

“Escrow Agreement” means that Escrow Agreement, dated as of July 1, 2019, by and among the District, the Beaumont Financing Authority and the Escrow Agent relating to the defeasance and refunding of the Prior Bonds.

“Trustee” means Wilmington Trust, National Association, a national banking association duly organized and existing under the laws of the United States of America, at its principal corporate trust office in Costa Mesa, California, and its successors or assigns, or any other bank, association 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.

“Fiscal Year” means the period beginning on July 1 of each year and ending on the next following June 30.

“Gross Special Taxes” means the amount of all Special Taxes received by the District, together with Delinquency Proceeds.

“Improvement Area” mean Improvement Area No. 3 of the District.

“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 City;
- (2) does not have any substantial interest, direct or indirect, in the District or City; and
- (3) is not connected with the District or City as a member, officer or employee of the District or City, but who may be regularly retained to make annual or other reports to the District or City.

“Indenture” means this Bond Indenture, together with any Supplemental Indenture approved pursuant to Article 6 hereof.

“Interest Payment Date” means each March 1 and September 1, commencing March 1, 2020, and the final maturity date of the Bonds; provided, however, that, if any such day is not a Business Day, interest up to the Interest Payment Date, and in the case of the final Interest Payment Date to and including such date, will be paid on the Business Day next succeeding such date.

“Maximum Annual Debt Service” means the maximum sum obtained for any Bond Year prior to the final maturity of the Bonds and any Parity Bonds by adding the following for each Bond Year:

- (1) the principal amount of all Outstanding Bonds and Parity Bonds payable in such Bond Year either at maturity or pursuant to a sinking fund payment; and
- (2) the interest payable on the aggregate principal amount of all Bonds and Parity Bonds Outstanding in such Bond Year if the Bonds and Parity Bonds are retired as scheduled.

“Moody’s” means Moody’s Investors Service, its successors and assigns.

“Net Special Taxes” means Gross Special Taxes minus amounts set aside to pay Priority Administrative Expenses.

“Ordinance” means the ordinance adopted by the legislative body of the District providing for the levying of the Special Tax in the Improvement Area.

“Outstanding” or “Outstanding Bonds and Parity Bonds” means all Bonds and Parity Bonds 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.

“Parity Bonds” mean bonds or other securities issued by the District and secured by a lien on the Net Special Taxes which is on parity with the lien thereon securing the Bonds.

“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 Improvement Area made in accordance with the Rate and Method of Apportionment.

“Principal Office of the Trustee” means the corporate trust and agency office of the Trustee located in Costa Mesa, California, provided that for purposes of redemption, payment, exchange, transfer or surrender of Bonds shall mean the corporate trust agency or operations office of the Trustee 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 corporate trust and agency business.

“Prior Bonds” means the District’s Special Tax Bonds, 2007 Series A (Improvement Area No. 3) currently outstanding in the aggregate principal amount of \$_____.

“Prior Trustee” means Wilmington Trust, National Association, as trustee under the Prior Indenture.

“Prior Indenture” means that Indenture of Trust dated as of January 15, 1994, as amended and supplemented to date, by and between the District and the Prior Trustee.

“Priority Administrative Expenses” means the amount of \$_____ payable from Gross Special Taxes annually (other than Delinquency Proceeds); provided that the District may, in its sole discretion, fund additional Administrative Expenses, without limitation, from Special Taxes not

otherwise required to be transferred to the Trustee and from other moneys held in the Administrative Expense Fund.

“Project” means those public facilities described in the Resolution of Formation which were acquired or constructed within and outside of the Improvement Area with the proceeds of the Prior Bonds, 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 Improvement Area from time to time.

“Proportionate Share” means, with respect to the calculation set forth in Section 3.2(b)(4), as of the date of calculation, a fraction equal to (A) the principal amount of the Bonds Outstanding divided by (B) the sum of the principal amount of all of the Local Obligations (as defined in the Authority Indenture) Outstanding.

“Rate and Method of Apportionment” means that certain Rate and Method of Apportionment of Special Tax pursuant to which the Special Taxes are levied within the Improvement Area, as amended in accordance with the Act and this Indenture.

“Record Date” means the fifteenth day of the month preceding an Interest Payment Date, regardless of whether such day is a Business Day.

“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.

“Reserve Account” means the District’s Account of the Reserve Fund established under the Authority Indenture.

“Reserve Fund” means the fund by that name established by the Authority Indenture.

“Reserve Requirement” shall have the meaning given such term in the Authority Indenture.

“Resolution of Formation” means the resolution adopted by the City Council pursuant to which the City formed the Improvement Area.

“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 the Improvement Area in accordance with the Ordinance, the Resolution of Formation, the Act and the voter approval obtained at the applicable election in the Improvement Area.

“Standard & Poor’s” means S&P Global Ratings, a Standard & Poor’s Financial Services, LLC business, its successors and assigns.

“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.

ARTICLE II

GENERAL AUTHORIZATION AND BOND TERMS

Section 2.1 Amount, Issuance, Purpose and Nature of Bonds and Parity Bonds. Under and pursuant to the Act, the Bonds in the aggregate principal amount of \$_____ shall be issued for the purpose of (a) refunding and defeasing the Prior Bonds, (b) funding the Reserve Account, and (c) funding the District's share of the Costs of Issuance.

Section 2.2 Type and Nature of Bonds and Parity Bonds. Neither the faith and credit nor the taxing power of the City, the State of California or any political subdivision thereof other than the District is pledged to the payment of the Bonds or any Parity Bonds. Except for the Net Special Taxes, no other taxes are pledged to the payment of the Bonds and 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, 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 is absolute and unconditional, free of deductions and without any abatement, offset, recoupment, diminution or set-off whatsoever. No Owner of the Bonds or any Parity Bonds may compel the exercise of the taxing power by the District (except as pertains to the Special Taxes) or the City or the forfeiture of any of their property. The principal of and interest on the Bonds and any Parity Bonds and premiums upon the redemption thereof, if any, are not a debt of the City, the State of California or any of its political subdivisions within the meaning of any constitutional or statutory limitation or restriction. The Bonds and any Parity Bonds are not a legal or equitable pledge, charge, lien, or encumbrance upon any of the District's property, or upon any of its income, receipts or revenues, except the Net Special Taxes and other amounts in the Special Tax Fund which are, under the terms of this Indenture and the Act, set aside for the payment of the Bonds and interest thereon and neither the members of the legislative body of the District or the City Council nor any persons executing the Bonds are liable personally on the 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 Special Taxes for the payment of the interest on or the principal of or premium on the Bonds or any Parity Bonds, or for the performance of any covenants contained herein. The District may, however, advance funds for any such purpose, provided that such funds are derived from a source legally available for such purpose.

Section 2.3 Equality of Bonds and Parity Bonds and Pledge of Net Special Taxes. Subject only to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth herein, in order to secure the payment of the principal of and interest on the Bonds and any Parity Bonds in accordance with their terms, the provisions of this Indenture and the Act, the District hereby pledges to the Owners, and grants thereto a lien on and a security interest in, all of the Net Special Taxes and any other amounts held in the Special Tax Fund. Said pledge shall constitute a first lien on and security interest in such assets, which shall immediately attach to such assets and be effective, binding and enforceable against the District, its successors, purchasers of any of such assets, creditors and all others asserting rights therein, to the extent set forth in, and in accordance with, this Indenture, irrespective of whether those parties have notice of the pledge of, lien on and security interest in such assets and without the need for any

physical delivery, recordation, filing or further act. Pursuant to the Act and this Indenture, the Bonds and any Parity Bonds shall be equally payable from the Net Special Taxes and other amounts in the Special Tax Fund, 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 Special Taxes and other amounts in the Special Tax Fund, which are hereby set aside for the payment of the Bonds and any Parity Bonds. Amounts in the Special Tax Fund 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 Special 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 or the Administrative Expense Fund shall be construed as a trust fund held for the benefit of the Owners.

Nothing in this Indenture or any Supplemental Indenture shall preclude; (a) subject to the limitations herein, the redemption prior to maturity of any Bonds or Parity Bonds subject to call and redemption and payment of said Bonds or Parity Bonds from proceeds of refunding bonds issued under the Act as the same now exists or as hereafter amended, or under any other law of the State of California; or (b) the issuance, subject to the limitations contained herein, of Parity Bonds which shall be payable from Net Special Taxes.

Section 2.4 Description of Bonds; Interest Rates. The Bonds and any Parity Bonds shall be issued in fully registered form in denominations of \$5,000 or any integral multiple thereof. The Bonds and any Parity Bonds of each issue shall be numbered as desired by the underwriter.

The Bonds shall be designated "CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 93-1 (IMPROVEMENT AREA NO. 3) 2019 SPECIAL TAX REFUNDING BONDS." The Bonds shall be dated as of their Delivery Date and shall mature and be payable on September 1 in the years and in the aggregate principal amounts and shall be subject to and shall bear interest at the rates set forth in the table below payable on March 1, 2020 and each Interest Payment Date thereafter:

<i>Maturity Date (September 1)</i>	<i>Principal Amount</i>	<i>Interest Rate</i>
	\$	%

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 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 shall be payable from the Interest Payment Date next preceding the date of authentication of that 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; 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 applicable 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, 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 shall be typewritten. The Bonds and the certificate of authentication shall be substantially in the form attached hereto as Exhibit A, which forms are hereby approved and adopted as the forms of such Bonds and any Parity Bonds and of the certificate of authentication.

Notwithstanding any provision in this Indenture to the contrary, the District may, in its sole discretion, elect to issue the Bonds and any Parity Bonds in book entry form.

Until definitive Bonds or Parity Bonds 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, any temporary bond shall be entitled and subject to the same benefits and provisions of this Indenture as definitive Bonds and Parity Bonds. If the District issues temporary Bonds, 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 and 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 President of the Board of Directors and by the manual or facsimile signature of the Secretary of the Board, or any duly appointed deputy Secretary, in their capacity as officers of the District, and the seal of the District (or a facsimile thereof) shall be impressed, imprinted, engraved or otherwise reproduced thereon, and attested by the signature of the Secretary of the Board. 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), 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 had not ceased to hold such office.

Only the Bonds or Parity Bonds as shall bear thereon such certificate of authentication in the form set forth in Exhibit A attached hereto shall be entitled to any right or benefit under this Indenture, and no Bond or Parity Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Trustee.

Section 2.8 Bond Register. The Trustee will keep or cause to be kept, at its office, sufficient books for the registration and transfer of the Bonds and any Parity Bonds which shall upon reasonable prior notice be open to inspection by the District during all regular business hours, and, subject to the limitations set forth in Section 2.9 below, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, with reasonable notice, 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 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 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. The cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any transfer or exchange shall be paid by the District. Whenever any Bonds or Parity Bonds shall be surrendered for registration of transfer or exchange, the District shall execute and the Trustee shall authenticate and deliver a new Bond or Bonds or a new Parity Bond or Parity Bonds, as applicable, of the same issue and maturity, for a like aggregate principal amount; provided that the Trustee shall not be required to register transfers or make exchanges of (i) Bonds or Parity Bonds for a period of 15 days next preceding any selection of the Bonds or Parity Bonds to be redeemed, or (ii) any Bonds or Parity Bonds chosen for redemption.

Section 2.10 Mutilated, Lost, Destroyed or Stolen Bonds or Parity Bonds. If any Bond or Parity Bond shall become mutilated, the District shall execute, and the Trustee shall authenticate and deliver, a new Bond or Parity Bond of like tenor, date, issue and maturity in exchange and substitution for the Bond or Parity Bond so mutilated, but only upon surrender to the Trustee of the Bond or Parity Bond so mutilated. Every mutilated Bond or Parity Bond so surrendered to the Trustee shall be cancelled by the Trustee pursuant to Section 10.1 hereof. If any Bond or Parity Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence is satisfactory to the Trustee and, if any indemnity satisfactory to the Trustee shall be given, the District shall execute and the Trustee shall authenticate and deliver, a new Bond or Parity Bond, as applicable, of like tenor, maturity and issue, numbered and dated as the Trustee shall determine in lieu of and in substitution for the Bond or Parity Bond so lost, destroyed or stolen. Any Bond or Parity Bond issued in lieu of any Bond or Parity Bond alleged to be mutilated, lost, destroyed or stolen, shall be equally and proportionately entitled to the benefits hereof with all other Bonds or 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 refunding of the Prior Bonds, 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.

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:

(i) The Community Facilities District No. 93-1 Special Tax Fund (the "Special Tax Fund") (in which there shall be established and created an Interest Account, a Principal Account and a Redemption Account);

(ii) The Community Facilities District No. 93-1 Administrative Expense Fund (the "Administrative Expense Fund"); and

(iii) The Community Facilities District No. 93-1 Surplus Fund (the "Surplus Fund").

The amounts on deposit in the foregoing funds and accounts shall be held by the Trustee on behalf of the District and shall be invested and disbursed in accordance with the provisions of this Article 3. The investment earnings thereon shall be disbursed in accordance with the provisions of Section 3.7 hereof.

(b) Proceeds from the sale of the Bonds in the amount of \$ _____ (constituting the par amount of the Bonds, less net original issue discount of \$ _____, less Underwriter's Discount of \$ _____) shall be received by the Trustee, together with moneys held by the Prior Trustee under the Prior Indenture in the amount of \$ _____ and deposited or transferred in the case of moneys held by the Prior Trustee on the Delivery Date as follows:

(i) Pursuant to the terms of the Escrow Agreement, \$ _____ (comprised of \$ _____ of the proceeds of the sale of the Bonds, together with \$ _____ of the moneys held by the Prior Trustee under the Prior Indenture) shall be transferred to the Escrow Agent for deposit in the escrow fund created under the Escrow Agreement, and the moneys in said fund shall be used only for the payment of the principal of, and interest and premium on, the outstanding Prior Bonds in accordance with the terms of the Escrow Agreement,

(ii) \$_____ of the proceeds of the sale of the Bonds representing the District's share of the Costs of Issuance shall be immediately transferred to the Authority Trustee for deposit in the Cost of Issuance Fund (as such term is defined in the Authority Indenture).

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) The Trustee shall deposit Gross Special Taxes representing Delinquency Proceeds as follows:

(i) the amount representing past due interest on the Bonds shall be deposited to the Interest Account of the Special Tax Fund; and

(ii) the amount representing past due principal of the Bonds shall be deposited to the Principal Account of the Special Tax Fund.

(b) Except for the portion of any Prepayment to be deposited to the Redemption Account, the District shall, as soon as practicable but in no event later than five (5) Business Days after the District has received a written request from the Trustee, transfer the Special Taxes received by the District to the Trustee for deposit in the Special Tax Fund to be held by the Trustee in trust for the Owners. The Trustee shall transfer the Special Taxes on deposit in the Special Tax Fund on the dates and in the amounts set forth in the following Sections, in the following order of priority, to:

(i) the Administrative Fund an amount up to the Priority Administrative Expenses for such Fiscal Year in accordance with Section 3.3 herein;

(ii) the Interest Account of the Special Tax Fund the amount necessary to cause the balance on deposit therein to be equal to the interest on the Bonds and any Parity Bonds payable on the next succeeding Interest Payment Date;

(iii) the Principal Account of the Special Tax Fund the amount necessary to cause the balance on deposit therein to be equal to the principal amount of the Bonds and any Parity Bonds and/or the sinking fund payment payable on the next succeeding September 1;

(iv) transfer to the Authority Trustee for deposit in the Reserve Account the amount necessary to cause the balance on deposit therein to equal the District's Proportionate Share of the Reserve Requirement;

(v) the Redemption Account of the Special Tax Fund; and

(vi) the Surplus Fund.

At least ten (10) Business Days prior to each Interest Payment Date, the Trustee shall notify the District in writing the amount of Special Taxes required to pay the principal of and interest on the Bonds and any Parity Bonds on the next succeeding Interest Payment Date and the amount necessary to cause the balance on deposit in the Reserve Account to equal the District's Proportionate Share of the Reserve Requirement. The Trustee shall notify the Authority Trustee at least five (5) Business Days prior to each Interest Payment Date if there is not on deposit with the Trustee, after making all

of the transfers required hereunder, moneys sufficient to pay the principal of and interest on the Bonds and any Parity Bonds.

Section 3.3 Administrative Expense Fund. The Trustee shall transfer from the Special Tax Fund and deposit in the Administrative Expense Fund from time to time amounts necessary to make timely payment of Administrative Expenses as set forth in a Certificate of an Authorized Representative. Moneys in the Administrative Expense Fund may be invested in any Authorized Investments as directed in writing by an Authorized Representative of the District and shall be disbursed as directed in a Certificate of an Authorized Representative.

Section 3.4 Interest Account and Principal Account of the Special Tax Fund. The principal of and interest due on the Bonds and any Parity Bonds until maturity, other than principal due upon redemption, shall be paid by the Trustee from the Principal Account and the Interest Account of the Special Tax Fund, respectively. For the purpose of assuring that the payment of principal of and interest on the Bonds and any Parity Bonds will be made when due, after making the transfer required by Section 3.3, at least five 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 the proceeds of the sale of an issue of the Bonds, any Parity Bonds, or otherwise, the transfer from the Special Tax Fund need not be made. At least three (3) Business Days prior to an Interest Payment Date, the Trustee shall notify the Authority and the Trustee if there are insufficient funds to provide for the payment of principal and interest due on the Bonds and any Parity Bonds on such Interest Payment Date.

Section 3.5 Redemption Account of the Special Tax Fund.

(a) After making the transfers and deposits required by Sections 3.3 and 3.4 above, 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 may be applied to optionally redeem Bonds and Parity Bonds only if immediately following such redemption the amount in the Reserve Account will equal the District's Proportionate Share of the Reserve Requirement, as determined by the District.

(b) Prepayments deposited to the Redemption Account shall be applied on the redemption date established pursuant to Section 4.1(b) 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.

(c) Moneys set aside in the Redemption Account shall be used solely for the purpose of redeeming Bonds and Parity Bonds and shall be applied on or after the redemption date to the payment of principal of and premium, if any, on the Bonds or Parity Bonds to be redeemed upon presentation and surrender of such Bonds or Parity Bonds and in the case of an optional redemption or an extraordinary redemption from Prepayments to pay the interest thereon; provided, however, that in lieu or partially in lieu of such call and redemption, moneys deposited in the Redemption Account, 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, the premium applicable at the next following call date according to the premium schedule established pursuant to Section 4.1(a) hereof, 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 Surplus Fund. After making the transfers required by Sections 3.3, 3.4 and 3.5 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 City (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 Reserve Account are insufficient therefor, (ii) to the Reserve Account in order to replenish the Reserve Account to the District's Proportionate Share of the Reserve Requirement, (iii) to the Administrative Expense Fund to pay Administrative Expenses to the extent that the amounts on deposit in the Administrative Expense Fund are insufficient to pay Administrative Expenses, (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 the Parity Bonds and may be used by the District for any lawful purpose. In the event that the District reasonably expects to use any portion of the moneys in the Surplus Fund to pay debt service on any Outstanding Bonds or Parity Bonds, the District will notify the Trustee in a Certificate of an Authorized Representative and the Trustee will segregate such amount into a separate subaccount and the moneys on deposit in such subaccount of the Surplus Fund 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 issue of Bonds or Parity Bonds to which such amounts are to be applied, unless, in the opinion of Bond Counsel, investment at a higher yield will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or any Parity Bonds which were issued on a tax-exempt basis for federal income tax purposes.

Section 3.7 Investments. Moneys held in any of the Accounts under this Indenture shall be invested by the Trustee or the District, as applicable, 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 Accounts. Any loss resulting from such Authorized Investments shall be credited or charged to the Account from which such investment was made, and any investment earnings on amounts deposited in the Special Tax Fund, and each Account therein, and of the Surplus Fund shall be deposited in those respective Funds and Accounts. Moneys in the Accounts held under this Indenture may be

invested by the District or the Trustee as directed in writing by the District, as applicable, from time to time, in Authorized Investments subject to the following restrictions:

(a) 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 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 as the same become due.

(b) In the absence of written investment directions from the District, the Trustee shall hold moneys hereunder uninvested.

The District or the Trustee, as applicable, 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 Accounts or from such Accounts to which such Authorized Investments is credited. For the purpose of determining at any given time the balance in any such Accounts, any such investments constituting a part of such Accounts shall be valued at the lower of the cost or the market value thereof, exclusive of accrued interest, semiannually. In making any valuations hereunder, the District or the Trustee, as applicable, may utilize such generally recognized pricing information services (including brokers and dealers in securities) 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 District or the Trustee, as applicable, shall not be responsible for any loss from investments, sales or transfers undertaken in accordance with the provisions of this Indenture.

The Trustee or the District, as applicable, may act as principal or agent in the making or disposing of any investment. The Trustee or the District, as applicable, may sell, 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, the Trustee or the District, as applicable, shall not be liable or responsible for any loss resulting from such investment. For investment purposes, the Trustee or the District, as applicable, may commingle the funds and accounts established hereunder, but shall account for each separately.

The District acknowledges that, to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive brokerage confirmations of security transactions as they occur, at no additional cost, the District specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the District periodic cash transaction statements which shall include detail for all investment transactions made by the Trustee hereunder. The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the holding, acquisition or disposition of any investment.

ARTICLE IV

REDEMPTION OF BONDS AND PARITY BONDS

Section 4.1 Redemption of Bonds.

(a) Optional Redemption.

The Bonds maturing on or after September 1, 20__ may be redeemed, at the option of the District from any source of funds on any date on or after September 1, 20__, in whole, or in part from such maturities as are selected by the District and by lot within a maturity, at the following redemption prices expressed as a percentage of the principal amount to be redeemed, together with accrued interest to the date of redemption:

<i>Redemption Dates</i>	<i>Redemption Price</i>
September 1, 20__ through August 31, 20__	%
September 1, 20__ through August 31, 20__	
September 1, 20__ through August 31, 20__	
September 1, 20__ and any date thereafter	

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 to be redeemed. The notice to the Trustee shall be given at least 60 but no more than 90 days prior to the redemption date, or by such later date as is acceptable to the Trustee, in its sole discretion. The Bonds may be redeemed pursuant to this Section 4.1(a) only with the prior consent of the Authority as set forth in the Authority Indenture.

(b) Extraordinary Redemption.

The Bonds are subject to extraordinary redemption from Prepayments as a whole, or in part on a pro rata basis among maturities, on any Interest Payment Date, and shall be redeemed by the Trustee, from Prepayments deposited to the Redemption Account pursuant to Section 3.2 at the following redemption prices, expressed as a percentage of the principal amount to be redeemed, together with accrued interest to the redemption date:

<i>Redemption Dates</i>	<i>Premium</i>
Any Interest Payment Date through March 1, 2027	103%
September 1, 2027 and March 1, 2028	102
September 1, 2028 and March 1, 2029	101
September 1, 2029 and any Interest Payment Date thereafter	100

For so long as the Bonds are held in trust by the Trustee, in connection with the calculation of such redemption price, the District shall receive a credit from the Authority from the reduction in the Reserve Requirement resulting from the redemption of the Bonds and the Authority Bonds so redeemed in connection therewith.

(c) The redemption provisions for Parity Bonds shall be set forth in a Supplemental Indenture.

Section 4.2 Selection of Bonds and Parity Bonds for Redemption. If less than all of the Bonds or Parity Bonds Outstanding are to be redeemed, the portion of any Bond or Parity Bond of a denomination of more than \$5,000 to be redeemed shall be in the principal amount of \$5,000 or an integral multiple thereof. In selecting portions of such Bonds or Parity Bonds for redemption, the Trustee shall treat such Bonds or Parity Bonds, as applicable, as representing that number of Bonds or Parity Bonds of \$5,000 denominations which is obtained by dividing the principal amount of such Bonds or Parity Bonds to be redeemed in part by \$5,000, and such selection of Bonds for redemption shall be by lot. The procedure for the selection of Parity Bonds for redemption may be modified as set forth in the Supplemental Indenture for such Parity Bonds; otherwise, such selection shall be by lot. The Trustee shall promptly notify the District, in writing, of the Bonds or Parity Bonds, or portions thereof, selected for redemption.

Section 4.3 Reserved.

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 Availability of Redemption Money. 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 receive all Special Taxes in trust for the Owners and will instruct the Treasurer of the District to deposit all Special Taxes with the Trustee immediately upon their apportionment to the District, and the District shall have no beneficial right or interest in the amounts so deposited except as provided by this Indenture. All such Special Taxes shall be disbursed, allocated and applied solely to the uses and purposes set forth herein, and shall be accounted for separately and apart from all other money, funds, accounts or other resources of the District.

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 Special 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 Special Taxes except as provided in this Indenture, and will not issue any obligation or security having a lien or charge upon the Net Special Taxes superior to or on a parity with the Bonds, other than Parity Bonds. Nothing herein shall prevent the District from issuing or incurring indebtedness which is payable from a pledge of Net Special Taxes which is subordinate in all respects to the pledge of Net Special Taxes to repay the Bonds and the Parity Bonds.

(b) Levy of Special Tax. So long as any Bonds or Parity Bonds issued under this Indenture are Outstanding, the legislative body of the District covenants to levy the Special Tax (taking into consideration reasonably anticipated delinquencies) 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 and any Parity Bonds when due, (2) the Priority Administrative Expenses, and (3) any amounts required to replenish the Reserve Account resulting from the delinquency in the payment of scheduled debt service on the Bonds or any Parity Bonds (collectively, the "Special Tax 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 parcels with delinquent Special Taxes in excess of \$2,500 by the October 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 October 1 following the close of each Fiscal Year in which it receives Special Taxes in an amount which is less than 95% of the total Special Tax levied and the amount on deposit in the Reserve Account is at less than the Reserve Requirement, and (iii) will diligently pursue such foreclosure proceedings until the delinquent Special Taxes are paid.

The District covenants that it will deposit the net proceeds of any foreclosure to 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.

(d) Payment of Claims. The District will pay and discharge any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien or charge upon the Net Special Taxes or other funds in the Special Tax Fund, or which might impair the security of the Bonds or any Parity Bonds then Outstanding; provided that nothing herein contained shall require the District to make any such payments so long as the District in good faith shall contest the validity of any such claims.

(e) Books and Accounts. The District will keep proper books of records and accounts, separate from all other records and accounts of the District, in which complete and correct entries shall be made of all transactions relating to the Project, the levy of the Special Tax and the deposits to the Special Tax Fund. Such books of records and accounts shall at all times during business hours be subject to the inspection of the Trustee or of the Owners 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.

(f) Federal Tax Covenants. Notwithstanding any other provision of this Indenture, absent an opinion of Bond Counsel that the exclusion from gross income of interest on the Authority 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:

(i) Private Activity. The District will take no action or refrain from taking any action or make any use of the proceeds of the Bonds or any Parity Bonds or of any other moneys or property which would cause the Authority Bonds issued on a tax-exempt basis for federal income tax purposes to be "private activity bonds" within the meaning of Section 141 of the Code;

(ii) Arbitrage. The District will make no use of the proceeds of the Bonds or any Parity Bonds or of any other amounts or property, regardless of the source, or take any action or refrain from taking any action which will cause the Authority Bonds issued on a tax-exempt basis

for federal income tax purposes to be “arbitrage bonds” within the meaning of Section 148 of the Code;

(iii) Federal Guaranty. The District will make no use of the proceeds of the Bonds or any Parity Bonds or take or omit to take any action that would cause the Authority Bonds issued on a tax-exempt basis for federal income tax purposes to be “federally guaranteed” within the meaning of Section 149(b) of the Code;

(iv) Hedge Bonds. The District will make no use of the proceeds of the Bonds or any Parity Bonds or any other amounts or property, regardless of the source, or take any action or refrain from taking any action that would cause the Authority Bonds issued on a tax-exempt basis for federal income tax purposes to be considered “hedge bonds” within the meaning of Section 149(g) of the Code unless the District takes all necessary action to assure compliance with the requirements of Section 149(g) of the Code to maintain the exclusion from gross income for federal income tax purposes of interest on the Authority Bonds; and

(v) Other Tax Exempt Issues. The District will not use proceeds of other tax exempt securities to redeem any Bonds or Parity Bonds without first obtaining the written opinion of Bond Counsel that doing so will not impair the exclusion from gross income for federal income tax purposes of interest on the Authority Bonds issued on a tax-exempt basis.

(g) Reduction of Maximum Special Taxes. The District hereby finds and determines that, historically, delinquencies in the payment of special taxes authorized pursuant to the Act in community facilities districts in 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 Improvement Area below the levels provided in this Section 5.2(g) would interfere with the timely retirement of the Bonds and Parity Bonds. The District determines it to be necessary in order to preserve the security for the Bonds and Parity Bonds to covenant, and, to the maximum extent that the law permits it to do so, the District hereby does covenant, that it shall not initiate proceedings to reduce the maximum Special Tax rates for the District, unless, in connection therewith, (i) the District receives a certificate from one or more Independent Financial Consultants which, when taken together, certify that, on the basis of the parcels of land and improvements existing in the Improvement Area as of the July 1 preceding the reduction, the maximum amount of the Special Tax which may be levied on then existing taxable property in each Bond Year for any Bonds and Parity Bonds Outstanding will equal at least the sum of the Priority Administrative Expenses for such Bond Year plus 110% of the gross debt service in such Bond Year on all Bonds and Parity Bonds to remain Outstanding after the reduction is approved, (ii) the District finds that any reduction made under such conditions will not adversely affect the interests of the Owners of the Bonds and Parity Bonds, and (iii) the District is not delinquent in the payment of the principal of or interest on the Bonds or any Parity Bonds.

(h) Covenants to Defend. The District covenants that, in the event that any initiative is adopted by the qualified electors in the Improvement Area which purports to reduce the minimum or the maximum Special Tax below the levels specified in Section 5.2(g) above or to limit the power of the District to levy the Special Taxes for the purposes set forth in Section 5.2(b) above, it will commence and pursue legal action in order to preserve its ability to comply with such covenants.

(i) Limitation on Right to Tender Bonds. The District hereby covenants that it will not adopt any policy pursuant to Section 53344.1 of the Act permitting the tender of Bonds or Parity Bonds in full payment or partial payment of any Special Taxes unless the District shall have first received a certificate from an Independent Financial Consultant that the acceptance of such a tender will not result in the District having insufficient Special Tax revenues to pay the principal of and interest on the Bonds and Parity Bonds when due.

(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.

(k) Subordinate Debt. Any indebtedness of the District evidenced by any subordinated debt and any renewals or extensions thereof (herein called "Subordinated Indebtedness"), shall at all times be wholly subordinate and junior in right of payment to any and all indebtedness of the District under this Indenture (herein called "Superior Indebtedness"). Following an event of default under this Indenture, no Subordinated Indebtedness shall be paid prior to any Superior Indebtedness in any fiscal year of the District. If the holder of the Subordinated Indebtedness is a commercial bank, savings bank, savings and loan association or other financial institution which is authorized by law to accept and hold deposits of money or issue certificates of deposit, such holder must agree to waive any common law or statutory right of setoff with respect to any deposits of the District maintained with or held by such holder.

(l) Pledged Net Special Taxes. The District represents it has not heretofore made a pledge of, granted a lien on or security interest in, or made an assignment or sale of the Net Special Taxes that ranks on a parity with or prior to the pledge granted under this Indenture. The District, except as may be provided otherwise in this Indenture, shall not hereafter make any pledge or assignment of, lien on, or security interest in the Net Special Taxes payable senior to or on a parity with the pledge of Net Special Taxes established under 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, and at any time, without notice to or consent of any of the Bondowners (except as otherwise provided in this Section 6.1), adopt Supplemental Indentures for any of the following purposes:

(a) to cure any ambiguity, to correct or supplement any provisions herein which may be inconsistent with any other provision herein, or to make any other provision with respect to matters or questions arising under this Indenture or in any Supplemental Indenture, provided that such action is not materially adverse to the interests of the Bondowners, as evidenced by the opinion of counsel delivered pursuant to Section 6.4 hereof;

(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 (which may be issued for refunding purposes only), and to provide the terms and conditions under which such Parity Bonds may be issued, subject to and in accordance with the provisions of this Indenture;

(d) to modify, amend or supplement this Indenture in such manner as to permit the qualification hereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, or to comply with the Code or regulations issued thereunder, and to add such other terms, conditions and provisions as may be permitted by said act or similar federal statute, and which shall not materially adversely affect the interests of the Owners of the Bonds or any Parity Bonds then Outstanding, as evidenced by the opinion of counsel delivered pursuant to Section 6.4 hereof; or

(e) to modify, alter or amend the rate and method of apportionment of the Special Taxes 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 Improvement Area to an amount which is less than the sum of the Priority Administrative Expenses for such Bond Year plus 110% of the gross debt service in such Bond Year on all Bonds and Parity Bonds to remain Outstanding as of the date of such amendment, as certified to the Trustee by an Authorized Representative of the City; or

(f) to modify, alter, amend or supplement this Indenture in any other respect which is not materially adverse to the Bondowners, as evidenced by the opinion of counsel delivered pursuant to Section 6.4 hereof.

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.

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 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; except that in determining whether the Trustee shall be protected in relying upon any such approval or consent of an Owner, only Bonds which the Trustee actually knows to be 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 unless all Bonds are so owned, in which case such Bonds shall be considered Outstanding for the purpose of 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.

The Trustee may in its discretion, but shall not be obligated to, enter into any such Supplemental Indenture authorized by Sections 6.1 and 6.2 which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

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 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 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.

Section 6.4 Execution of Supplemental Indentures. In executing, or accepting the additional trusts created by, any supplemental indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall be entitled to receive, and shall be

fully protected in relying upon, an opinion of Bond Counsel stating that the execution of such supplemental indenture is authorized or permitted by this Indenture and complies with the terms hereof. The Trustee may, but shall not be obligated to, enter into any such supplemental indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

ARTICLE VII

TRUSTEE

Section 7.1 Trustee. Wilmington Trust, National Association shall be the Trustee for the Bonds and any Parity Bonds unless and until another Trustee is appointed by the District hereunder. The 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; provided, however, that the Trustee shall be at all times the same entity as the Authority Trustee.

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 redeem the Bonds and Parity Bonds when duly presented for payment at maturity, or on redemption prior to maturity. The Trustee shall cancel all Bonds and Parity Bonds upon payment thereof in accordance with the provisions of Section 10.1 hereof.

The District shall 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 from and against costs, claims, expenses, suits, judgments, damages 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. When the Trustee incurs expenses or renders services after the occurrence of an event of default, such expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law. Upon an event of default, and only upon an event of default, the Trustee shall have a first lien with right of payment prior to payment on account of principal of and premium, if any, and interest on any Bond, upon the trust estate for the foregoing fees, charges and expenses incurred by it.

Section 7.2 Removal of Trustee. The District may, upon thirty (30) days' prior written notice at its sole discretion remove the Trustee initially appointed, and any successor thereto, by delivering to the Trustee a written notice of its decision to remove the Trustee and may appoint a successor or successors thereto; provided that any such successor shall be a bank, association or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least \$75,000,000, 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, 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, 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 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 retiring Trustee or any Owner (on behalf of itself and all other Owners) 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 protected in acting upon any notice, resolution, request, consent, order, certificate, report, Bond, Parity Bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. 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 Bond 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.

The Trustee shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of delay ("unavoidable delay") in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists or acts of a government.

The Trustee shall have no responsibility or liability with respect to any information, statements or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds.

The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request, order or direction of any of the Owners pursuant to the provisions of this Indenture unless such Owners shall have offered to the Trustee security or indemnity satisfactory to it against the costs, expenses and liabilities which may be incurred therein or thereby.

The Trustee, prior to the occurrence of an Event of Default and after the curing or waiver of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in the Indenture. In case an Event of Default has occurred (which has not been cured or waived) the Trustee shall exercise such of the rights and powers vested in it by the Indenture, and use the same degree of care and skill as a prudent person would use or exercise in the circumstances in the conduct of such prudent person's own affairs.

The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means

("Electronic Means" means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the District shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the District, whenever a person is to be added or deleted from the listing. If the District elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The District understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The District shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the District and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the District. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The District agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the District; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents or receivers and shall not be answerable for the conduct of the same if appointed with due care hereunder. The Trustee shall not be accountable for the use or application by the District of any of the Bonds or the proceeds thereof or for the use or application of any money paid over by the Trustee in accordance with the provisions of this Indenture or for the use and application of money received by any paying agent. The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful default.

The Trustee may become the owner of Bonds secured hereby with the same rights it would have if not Trustee. The Trustee shall have no responsibility with respect to compliance by the District with Section 148 of the Code or any covenant in this Indenture regarding yields on investments.

Notwithstanding the effective date of this Indenture or anything to the contrary in this Indenture, the Trustee shall have no liability or responsibility for any act or event relating to this Indenture which occurs prior to the date the Trustee formally executes this Indenture and commences acting as Trustee hereunder.

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”:

(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 30 days after the District shall have been given notice in writing of such default by the Trustee or the Owners of 25% in aggregate principal amount of the Outstanding Bonds and Parity Bonds.

The Trustee agrees to give notice to the Owners immediately upon the occurrence of an event of default under (a) or (b) above and within 30 days of the Trustee’s actual 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 Outstanding Bonds and Parity Bonds and is 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 shall be deemed 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.

The Bonds and any Parity Bonds are not subject to acceleration prior to maturity.

Nothing herein shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Owner any plan of reorganization, arrangement, adjustment, or composition affecting the Bonds or the rights of any Owner thereof, or to authorize the Trustee to vote in respect of the claim of any Owner in any such proceeding without the approval of the Owners so affected.

Section 8.3 Application of Revenues and Other Funds After Default. All amounts received by the Trustee pursuant to any right given or action taken by the Trustee under the provisions of this Indenture relating to the Bonds and Parity Bonds, or already held by the Trustee hereunder, shall be applied by the Trustee in the following order:

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.

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 Special Taxes and other amounts pledged hereunder, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 8.6 Non-Waiver. Nothing in this Article VIII or in any other provision of this Indenture, or in the Bonds or the Parity Bonds, shall affect or impair the obligation of the District, which is absolute and unconditional, to pay the interest on and principal of the Bonds and Parity Bonds to the respective Owners of the Bonds and Parity Bonds at the respective dates of maturity, as herein provided, out of the Net Special Taxes and other moneys herein pledged for such payment.

A waiver of any default or breach of duty or contract by the Trustee or any Owners shall not affect any subsequent default or breach of duty or contract, or impair any rights or remedies on any such subsequent default or breach. No delay or omission of the Trustee or any Owner of any of the Bonds or Parity Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy conferred upon the Trustee or the Owners by the Act or by this Article VIII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Trustee or the Owners, as the case may be.

Section 8.7 Limitations on Rights and Remedies of Owners. No Owner of any Bond or Parity Bond issued hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Indenture, unless (a) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default; (b) the Owners of a majority in aggregate principal amount of all the Bonds and Parity Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (c) said Owners shall have tendered to the Trustee indemnity 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 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 Special 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 prepared on behalf of the District 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 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, Defeasance 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 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;

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 District under Section 7.1 hereof and 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. Notice of such election shall be filed with the Trustee not less than ten days prior to the proposed defeasance date, or such shorter period of time as may be acceptable to the Trustee. In connection with a defeasance under (b) or (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, and an opinion of Bond Counsel (which may rely upon the opinion of the certified public accountant) to the effect that the Bonds or Parity Bonds being defeased have been legally defeased in accordance with this Indenture and any applicable Supplemental Indenture.

Upon a defeasance, the Trustee, upon request of the District, shall release the rights of the Owners of such Bonds and Parity Bonds which have been defeased under this Indenture and any Supplemental Indenture and execute and deliver to the District all such instruments as may be prepared on behalf of the District 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 Bonds and Other Additional Indebtedness. The District may at any time after the issuance and delivery of the Bonds hereunder issue Parity Bonds payable from the Net Special Taxes and other amounts deposited in the Special Tax Fund and secured by a lien and charge upon such amounts equal to the lien and charge securing the Outstanding Bonds and any other Parity Bonds theretofore issued hereunder or under any Supplemental Indenture; provided, however, that Parity Bonds may only be issued for the purpose of

refunding all or a portion of the Bonds or any Parity Bonds then Outstanding. The District shall not incur any additional bonded indebtedness payable from Net Special Taxes, including any additional bonded indebtedness subordinate to the Bonds, except for Parity Bonds which satisfy the requirements of this Indenture set forth in Section 9.2 hereof. Parity Bonds which may only be issued to effect a partial refunding will be issued subject to the following additional specific conditions, which are hereby made conditions precedent to the issuance of any such Parity Bonds:

(a) As certified by the District, 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:

(i) The purpose for which such Parity Bonds are to be issued and the fund or funds into which the proceeds thereof are to be deposited, 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;

(ii) The authorized principal amount of such Parity Bonds;

(iii) 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;

(iv) The description of the Parity Bonds, the place of payment thereof and the procedure for execution and authentication;

(v) The denominations and method of numbering of such Parity Bonds;

(vi) The amount and due date of each mandatory sinking fund payment, if any, for such Parity Bonds;

(vii) The amount, if any, to be deposited from the proceeds of such Parity Bonds in the Reserve Account to increase the amount therein to the Proportionate Share;

(viii) The form of such Parity Bonds; and

(ix) Such other provisions as are necessary or appropriate and not inconsistent with this Indenture.

(c) The District shall have delivered 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):

(i) A certified copy of the Supplemental Indenture authorizing the issuance of such Parity Bonds;

(ii) A written request of the District as to the delivery of such Parity Bonds;

(iii) An opinion of Bond Counsel to the District to the effect that (i) the District has the right and power under the Act to adopt the Supplemental Indenture relating to such Parity Bonds, and the Supplemental Indenture has been duly and lawfully adopted by the District, is in full force and effect and is valid and binding upon the District and enforceable in accordance with its terms (subject to the usual and customary exceptions); (ii) the Indenture creates the valid pledge which it purports to create of the Net Special Taxes and other amounts as provided in the Indenture, subject to the application thereof to the purposes and on the conditions permitted by the Indenture; and (iii) such Parity Bonds are valid and binding limited obligations of the District, enforceable in accordance with their terms (subject to the usual and customary exceptions) and the terms of the Indenture and all Supplemental Indentures thereto and are 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.

(iv) A certificate of the District containing such statements as may be reasonably necessary to show compliance with the requirements of this Indenture, including that the District has complied with this Section 9.2;

(v) 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;

(vi) 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; and

(d) No Event of Default shall have occurred and be continuing with respect to the Bonds or the Authority Bonds, and the Parity Bonds shall be acquired by the Authority, as certified by the District and the Authority.

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, upon request of the District, furnish to the District a certificate of such destruction.

Section 10.2 Execution of Documents and Proof of Ownership. Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by this Indenture to be signed or executed by 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 or the Trustee in trust for the payment and discharge of any of the Outstanding Bonds and Parity Bonds which remain unclaimed for two years after the date when such Outstanding Bonds or Parity Bonds have become due and payable, if such money was held by the Trustee or the Trustee at such date, or for two years after the date of deposit of such money if deposited with the Trustee or the Trustee after the date when such Outstanding Bonds or Parity Bonds become due and payable, shall be repaid (without liability for interest) by the Trustee or

the Trustee to the District, as its absolute property and free from trust, and the Trustee or 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 written request of the District or the Trustee shall, at the expense of the District, cause to be mailed by first-class mail, postage prepaid, to the registered Owners of such Outstanding Bonds or Parity Bonds at their addresses as they appear on the registration books of the Trustee a notice that said money remains unclaimed and that, after a date named in said notice, which date shall not be less than 30 days after the date of the mailing of such notice, the balance of such money then unclaimed will be returned to the District.

Section 10.4 Provisions Constitute Contract. 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 irrevocable, but shall be subject to modifications to the extent and in the manner provided in this Indenture, but to no greater extent and in no other manner.

Section 10.5 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 10.6 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 10.7 Notices. Any notices required to be given to the District with respect to the Bonds or this Indenture shall be mailed, first class, postage prepaid, or personally delivered to the City Manager of the City of Beaumont, 550 East 6th Street, Beaumont, California 92223, and all notices to the Trustee in its capacity as Trustee shall be mailed, first class, postage prepaid, or personally delivered to the Trustee, Wilmington Trust, National Association, 650 Town Center Drive, Suite 600, Costa Mesa, California 92626; Attention: Corporate Trust Department.

Section 10.8 Governing Laws. This Indenture shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 93-1 has caused this Bond Indenture to be signed by its President and Secretary, and WILMINGTON TRUST, NATIONAL ASSOCIATION in token of its acceptance of the duties of the Trustee 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.

CITY OF BEAUMONT COMMUNITY FACILITIES
DISTRICT NO. 93-1

By: _____
Mayor of the City of Beaumont, acting in its
capacity as the legislative body of City of
Beaumont Community Facilities District No. 93-1

ATTEST:

Clerk of the City Council of the City of
Beaumont, acting in its capacity as the
legislative body of City of Beaumont
Community Facilities District No. 93-1

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Trustee

By: _____
Its: Authorized Officer

EXHIBIT A

FORM OF 2019 SPECIAL TAX REFUNDING BOND

No. ___

[\$[PRINCIPAL AMOUNT]

**UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF RIVERSIDE**

**CITY OF BEAUMONT
COMMUNITY FACILITIES DISTRICT NO. 93-1
(IMPROVEMENT AREA NO. 3)
2019 SPECIAL TAX REFUNDING BOND**

INTEREST RATE: _____ ***MATURITY DATE:*** September 1, 20__ ***DATED DATE:*** _____, 2019
 _____ %

REGISTERED OWNER: Wilmington Trust, National Association, as Trustee under that certain Indenture of Trust dated as of July 1, 2019 by and between the Beaumont Public Financing Authority and Wilmington Trust, National Association, as Trustee

PRINCIPAL AMOUNT: _____ **AND**
 NO/100 DOLLARS

CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 93-1 (the "District") situated in the County of Riverside, State of California, FOR VALUE RECEIVED, hereby promises to pay, solely from certain amounts held under the Indenture (as hereinafter defined), to the 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 and the final maturity date of the Bonds (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), initially Wilmington Trust, National Association (the "Trustee"). Interest on this Bond shall be paid by check of the Trustee mailed, by first class mail, postage prepaid, or in certain circumstances described in the Indenture by wire transfer to an account within the United States of America, to the Registered Owner hereof as of the close of business on the fifteenth day of the month preceding the month in which the Interest Payment Date occurs (the "Record Date") at such 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 "City of Beaumont Community Facilities District No. 93-1 (Improvement Area No. 3) 2019 Special Tax Refunding Bonds" (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 refinancing outstanding special tax bonds of the District, funding a reserve account and paying certain costs related to the issuance of the Bonds. The issuance of the Bonds and the terms and conditions thereof are provided for by a resolution adopted by the City Council of the City of Beaumont, acting in its capacity as the legislative body of the District (the "Legislative Body"), on July 2, 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 adopted under and this Bond is issued under, and both are to be construed in accordance with, the laws of the State of California.

Pursuant to the Act and the Indenture, the principal of, premium, if any, and interest on this Bond are payable solely from the portion (the "Net Special Taxes") of the annual special taxes authorized under the Act to be levied and collected within Improvement Area No. 3 of the District (the "Special Taxes") and certain other amounts pledged to the repayment of the Bonds as set forth in the Indenture. Any amounts for the payment hereof shall be limited to the Net Special Taxes pledged and collected, which include foreclosure proceeds received following a default in payment of the Special Taxes and other amounts deposited to the Special Tax Fund established under the Indenture, except to the extent that other provision for payment has been made by the Legislative Body, as may be permitted by law. The District has covenanted for the benefit of the owners of the Bonds that under certain circumstances described in the Indenture it will commence and diligently pursue to completion appropriate foreclosure proceedings in the event of delinquencies of Special Tax installments levied for payment of principal and interest on the Bonds.

The Bonds maturing on or after September 1, 2027 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:

<i>Redemption Dates</i>	<i>Redemption Price</i>
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 any date thereafter	100

The Bonds are subject to extraordinary redemption as a whole, or in part on a pro rata basis among maturities, on any Interest Payment Date, and shall be redeemed by the Trustee, from Prepayments deposited to the Redemption Account at the following redemption prices, expressed as a percentage of the principal amount to be redeemed, together with accrued interest to the redemption date:

<i>Redemption Dates</i>	<i>Premium</i>
Any Interest Payment Date through March 1, 2027	103%
September 1, 2027 and March 1, 2028	102
September 1, 2028 and March 1, 2029	101
September 1, 2029 and any Interest Payment Date thereafter	100

For so long as the Bonds are held in trust by the Trustee, in connection with the calculation of such redemption price, the District shall receive a credit from the Authority from the reduction in the Reserve Requirement resulting from the redemption of the Bonds and the Authority Bonds so redeemed in connection therewith.

All Bonds or portions thereof so called for redemption will cease to accrue interest on the specified redemption date; provided that funds for the redemption are on deposit with the Trustee on the redemption date. Thereafter, the registered owners of such Bonds shall have no rights except to receive payment of the redemption price upon the surrender of the Bonds.

This Bond shall be registered in the name of the 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 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 BEAUMONT OR OF THE DISTRICT FOR WHICH THE CITY OF BEAUMONT 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 BEAUMONT, THE STATE OF CALIFORNIA OR ANY OF ITS POLITICAL SUBDIVISIONS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR RESTRICTION.

This Bond shall not become valid or obligatory for any purpose until the certificate of authentication and registration hereon endorsed shall have been dated and signed by the Trustee.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the District, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

IN WITNESS WHEREOF, the City of Beaumont Community Facilities District No. 93-1 has caused this Bond to be dated as of _____, 2019, signed on behalf of the District by the Mayor of the City of Beaumont by his facsimile signature and attested by the facsimile signature of the Clerk of the City Council.

Mayor of the City of Beaumont, acting in its capacity
as the legislative body of the City of Beaumont
Community Facilities District No. 93-1

ATTEST:

Clerk of the City Council of the City of
Beaumont, acting in its capacity as the
legislative body of the City of Beaumont
Community Facilities District No. 93-1

**[FORM OF TRUSTEE'S CERTIFICATE
OF AUTHENTICATION AND REGISTRATION]**

This is one of the Bonds described in the within-defined Indenture.

Dated: _____, 2019

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Trustee

By: _____
Its: Authorized Officer

[FORM OF LEGAL OPINION]

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation, in connection with the issuance of, and dated as of the date of the original delivery of, the Bonds. A signed copy is on file in my office.

Clerk of the City Council of the City of Beaumont,
acting in its capacity as the legislative body of the
City of Beaumont Community Facilities District
No. 93-1

[FORM OF ASSIGNMENT]

For value received the undersigned do(es) hereby sell, assign and transfer unto

whose tax identification number is _____,
the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s)

attorney to transfer the same on the books of the Trustee with full power of substitution in the
premises.

Dated: _____

Signature guaranteed:

NOTE: Signature guarantee shall be made by a
guarantor institution participating in the
Securities Transfer Agents Medallion Program or
in such other guarantee program acceptable to
the Trustee.

NOTE: The signatures(s) on this Assignment
must correspond with the name(s) as written on
the face of the within Bond in every particular
without alteration or enlargement or any change
whatsoever.

**ESCROW AGREEMENT
(2007 SERIES A)**

THIS ESCROW AGREEMENT (2007 SERIES A), dated as of July 1, 2019 (the "Agreement"), by and among the City of Beaumont Community Facilities District No. 93-1 (the "District"), the Beaumont Financing Authority (the "Authority") and Wilmington Trust, National Association, as escrow agent (the "Escrow Agent"), is entered into in accordance with Resolution No. _____ of the City of Beaumont, acting as legislative body for the District, adopted on July 2, 2019, Resolution No. _____ of the Authority, adopted on July 2, 2019 and an Indenture of Trust dated as of January 15, 1994 (the "Original District Indenture"), by and between the District and Wilmington Trust, National Association, as successor trustee (the "Prior Trustee"), as amended and supplemented, including by the Sixteenth Supplemental Indenture of Trust dated as of January 1, 2007 (the "District Supplemental Indenture" and, together with the Original District Indenture, the "District Indenture"), by and between the District and the Prior Trustee, as successor trustee, to refund all of the outstanding City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2007 Series A (Improvement Area No. 3) (the "Refunded Improvement Area No. 3 Bonds") and all of the outstanding City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2007 Series A (Improvement Area No. 11) (the "Refunded Improvement Area No. 11 Bonds," and with the Refunded Improvement Area No. 3 Bonds, the "Refunded District Bonds") and effect the simultaneous redemption of the outstanding Beaumont Financing Authority 2007 Local Agency Revenue Bonds, Series A (2000A Refunding) (the "Refunded Authority Bonds").

WITNESSETH:

WHEREAS, the District has previously issued the Refunded District Bonds pursuant to the District Indenture; and

WHEREAS, the Authority has previously issued the Refunded Authority Bonds pursuant to the Indenture of Trust dated as of January 15, 1994 (the "Original Authority Indenture"), by and between the Authority and the Prior Trustee, as successor trustee, as amended and supplemented, including by the Fourteenth Supplemental Indenture of Trust dated as of January 1, 2007 (the "Authority Supplemental Indenture" and, together with the Original Authority Indenture, the "Authority Indenture"), by and between the Authority and the Prior Trustee, as successor trustee, a portion of the proceeds of which were used to purchase the Refunded District Bonds; and

WHEREAS, the District has determined to issue its City of Beaumont Community Facilities District No. 93-1 2019 Special Tax Refunding Bonds (Improvement Area No. 3) (the "2019 Improvement Area No. 3 Bonds") for the purpose in part of providing moneys which, together with certain moneys transferred from the Prior Trustee, will be used to pay on _____, 2019 (the "Redemption Date"), the regularly scheduled payment of principal and interest due on the Refunded Improvement Area No. 3 Bonds and to redeem the Refunded Improvement Area No. 3 Bonds maturing after _____, 2019 on the Redemption Date at a redemption price equal to 100% of the principal amount of the Refunded Improvement Area No. 3 Bonds to be redeemed (collectively, the "Improvement Area No. 3 Redemption Price"), as required under the District Indenture; and

WHEREAS, the District has determined to issue its City of Beaumont Community Facilities District No. 93-1 2019 Special Tax Refunding Bonds (Improvement Area No. 11) (the "2019 Improvement Area No. 11 Bonds") for the purpose in part of providing moneys which, together with

certain moneys transferred from the Prior Trustee, will be used to pay on the Redemption Date, the regularly scheduled payment of principal and interest due on the Refunded Improvement Area No. 11 Bonds and to redeem the Refunded Improvement Area No. 11 Bonds maturing after _____, 2019 on the Redemption Date at a redemption price equal to 100% of the principal amount of the Refunded Improvement Area No. 11 Bonds to be redeemed (collectively, the "Improvement Area No. 11 Redemption Price," and with the Improvement Area No. 3 Redemption Price, the "Redemption Price"), as required under the District Indenture; and

WHEREAS, the District intends to pay the amounts set forth in the preceding paragraph by irrevocably depositing with the Escrow Agent moneys (as permitted by, in the manner prescribed by, and all in accordance with the District Indenture) which will be fully sufficient to pay and discharge the Refunded District Bonds; and

WHEREAS, the District and the Authority intend for the deposit of such moneys to effect the simultaneous defeasance of the Refunded Authority Bonds;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the District, the Authority and the Escrow Agent agree as follows:

SECTION 1. Deposit of Moneys. The Escrow Agent hereby acknowledges receipt of (i) \$ _____ and \$ _____ from a portion of the net proceeds of the sale of the 2019 Improvement Area No. 3 Bonds and the 2019 Improvement Area No. 11 Bonds, respectively, and (ii) \$ _____ and \$ _____ from the Prior Trustee from amounts on deposit in certain funds and accounts relating to the Refunded Improvement Area No. 3 Bonds and the Prior Improvement Area No. 11 Bonds established under the District Indenture, as more specifically identified in the pricing numbers relating to the 2019 Improvement Area No. 3 Bonds and the 2019 Improvement Area No. 11 Bonds and included in the closing transcript therefor. The District hereby instructs the Escrow Agent to deposit the foregoing amounts into the Escrow Fund established hereunder.

The Escrow Agent shall hold all such amounts in irrevocable escrow separate and apart from other funds of the District and the Escrow Agent in a fund hereby created and established to be known as the 2007 Series A Escrow Fund (the "Escrow Fund") and to be applied solely as provided in this Agreement. The District represents that the moneys set forth above are at least equal to pay the Redemption Price.

SECTION 2. Investment of Moneys. The Escrow Agent acknowledges receipt of the moneys described in Section 1 and agrees immediately to deposit such moneys in the Escrow Fund. The Escrow Agent shall hold such funds uninvested and to make all payments required by Section 5 hereof.

SECTION 3. [RESERVED.]

SECTION 4. [RESERVED.]

SECTION 5. Payment of Refunded District Bonds.

(a) Payment. From the moneys on deposit in the Escrow Fund, the Escrow Agent shall on _____, 2019, apply such amounts to pay the Redemption Price on the Redemption Date.

(b) Defeasance and Redemption of the Refunded Authority Bonds. The District and the Authority intend for the defeasance of the Refunded District Bonds to effect a simultaneous defeasance of the Refunded Authority Bonds and for the moneys which will be used to redeem the Refunded District Bonds on the Redemption Date to be used to simultaneously redeem the Refunded Authority Bonds on such date.

(c) Irrevocable Instructions to Provide Notice. [The Escrow Agent has previously mailed a notice of conditional redemption of the Refunded Authority Bonds to the owners of the bonds in accordance with Section 4.3 of the Authority Indenture.] The Authority hereby irrevocably instructs the Escrow Agent to file on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system ("EMMA") the notice of defeasance in the form attached hereto as Exhibit A no later than 10 days after the deposit of the moneys as set forth in Section 1 hereof.

(d) Unclaimed Moneys. Any moneys which remain unclaimed for 30 days after _____, 2019 shall be repaid by the Escrow Agent to the District.

(e) Priority of Payments. The owners of the Refunded District Bonds shall have a first and exclusive lien on all moneys in the Escrow Fund until such moneys are used and applied as provided in this Agreement.

(f) Termination of Obligation. As provided in the District Indenture, upon deposit of moneys with the Escrow Agent in the Escrow Fund as set forth in Section 1 hereof, all obligations of the District under the District Indenture with respect to the Refunded District Bonds shall cease, terminate and be completely discharged except as set forth in the District Indenture. The Authority agrees that upon the defeasance and redemption of the Refunded District Bonds, the Refunded Authority Bonds shall be simultaneously defeased and the obligations of the Authority relating thereto released.

SECTION 6. Application of Certain Terms of the District Indenture. All of the terms of the District Indenture relating to the making of payments of principal and interest with respect to the Refunded District Bonds and relating to the exchange or transfer of the Refunded District Bonds are incorporated in this Agreement as if set forth in full herein. The procedures set forth in Article VIII of the District Indenture relating to the resignation and removal and merger of the Prior Trustee under the District Indenture are also incorporated in this Agreement as if set forth in full herein and shall be the procedures to be followed with respect to any resignation or removal of the Escrow Agent hereunder.

SECTION 7. Performance of Duties. The Escrow Agent agrees to perform only the duties set forth herein and shall have no responsibility to take any action or omit to take any action not set forth herein.

SECTION 8. Escrow Agent's Authority to Make Investments. Except as provided in Section 2 hereof, the Escrow Agent shall have no power or duty to invest any funds held under this Agreement or to sell, transfer or otherwise dispose of the moneys held hereunder.

SECTION 9. Indemnity. The District hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Agent and its respective successors, assigns, agents, employees

and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, the Escrow Agent at any time (whether or not also indemnified against the same by the District or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of this Agreement, the establishment hereunder of the Escrow Fund, the acceptance of the funds deposited therein, the retention of the proceeds thereof and any payment, transfer or other application of moneys by the Escrow Agent in accordance with the provisions of this Agreement; provided, however, that the District shall not be required to indemnify the Escrow Agent against the Escrow Agent's own negligence or willful misconduct or the negligence or willful misconduct of the Escrow Agent's respective employees or the willful breach by the Escrow Agent of the terms of this Agreement. In no event shall the District or the Escrow Agent be liable to any person by reason of the transactions contemplated hereby other than to each other as set forth in this Section. The indemnities contained in this Section shall survive the termination of this Agreement.

SECTION 10. Responsibilities of Escrow Agent. The Escrow Agent and its agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Fund, the acceptance of the moneys deposited therein, the sufficiency of the moneys on deposit in the Escrow Fund to pay the Refunded District Bonds or any payment, transfer or other application of moneys or obligations by the Escrow Agent in accordance with the provisions of this Agreement or by reason of any non-negligent act, non-negligent omission or non-negligent error of the Escrow Agent made in good faith in the conduct of its duties. The recitals of fact contained in the "Whereas" clauses herein shall be taken as the statements of the District, and the Escrow Agent assumes no responsibility for the correctness thereof. The Escrow Agent makes no representation as to the sufficiency of the proceeds to accomplish the refunding of the Refunded District Bonds or to the validity of this Agreement as to the District and, except as otherwise provided herein, the Escrow Agent shall incur no liability in respect thereof. The Escrow Agent shall not be liable in connection with the performance of its duties under this Agreement except for its own negligence, willful misconduct or default, and the duties and obligations of the Escrow Agent shall be determined by the express provisions of this Agreement. The Escrow Agent may consult with counsel, who may or may not be counsel to the District, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an officer of the District.

SECTION 11. Amendments. This Agreement is made for the benefit of the District and the owners from time to time of the Refunded District Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such owners, the Escrow Agent and the District; provided, however, that the District and the Escrow Agent may, without the consent of, or notice to, such owners, amend this Agreement or enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such owners and as shall not be inconsistent with the terms and provisions of this Agreement or the District Indenture, for any one or more of the following purposes: (i) to cure any ambiguity or formal defect or omission in this Agreement; (ii) to grant to, or confer upon, the Escrow Agent for the benefit of the owners of the Refunded District Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or

conferred upon, such owners or the Escrow Agent; and (iii) to include under this Agreement additional funds. The Escrow Agent shall be entitled to rely conclusively upon an unqualified opinion of Stradling Yocca Carlson & Rauth, A Professional Corporation, with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the owners of the various Refunded District Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section.

SECTION 12. Term. This Agreement shall commence upon its execution and delivery and shall terminate on the later to occur of either: (i) the date upon which the Refunded District Bonds have been paid in accordance with this Agreement; or (ii) the date upon which no unclaimed moneys remain on deposit with the Escrow Agent pursuant to Section 5(d) of this Agreement.

SECTION 13. Compensation. The Escrow Agent shall receive its reasonable fees and expenses as previously agreed to by the Escrow Agent and the District and any other reasonable fees and expenses of the Escrow Agent approved by the District; provided, however, that under no circumstances shall the Escrow Agent be entitled to any lien or assert any lien whatsoever on any moneys or obligations in the Escrow Fund for the payment of fees and expenses for services rendered or expenses incurred by the Escrow Agent under this Agreement.

SECTION 14. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the District or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be null and void and shall be deemed separate from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 15. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as an original but all of which shall constitute and be but one and the same instrument.

SECTION 16. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF CALIFORNIA.

SECTION 17. Insufficient Funds. If at any time the Escrow Agent has actual knowledge that the moneys in the Escrow Fund will not be sufficient to make all payments required by this Agreement, the Escrow Agent shall notify the District in writing, of the amount thereof and the reason therefor to the extent known to it. The Escrow Agent shall have no responsibility regarding any such deficiency. No provision of this Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder.

SECTION 18. Notice to District and Escrow Agent. Any notice to or demand upon the Escrow Agent may be served or presented, and such demand may be made, at the principal corporate trust office of the Escrow Agent at Wilmington Trust, National Association, 650 Town Center Drive, Suite 600, Costa Mesa, California 92626, Attention: Corporate Trust Department. Any notice to or demand upon the District shall be deemed to have been sufficiently given or served for all purposes by being mailed by registered or certified mail, and deposited, postage prepaid, in a post office letter box, addressed to the Financial Services Director of the City of Beaumont, 550 East 6th Street, Beaumont, California 92223 (or such other address as may have been filed in writing by the District with the Escrow Agent). Any notice to or demand upon the Authority shall be deemed to have been

sufficiently given or served for all purposes by being mailed by registered or certified mail, and deposited, postage prepaid, in a post office letter box, addressed to the Executive Director of the Beaumont Financing Authority, 550 East 6th Street, Beaumont, California 92223 (or such other address as may have been filed in writing by the District with the Escrow Agent).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and attested as of the date first above written.

CITY OF BEAUMONT COMMUNITY FACILITIES
DISTRICT NO. 93-1

By: _____
City Manager of the City of Beaumont,
California, acting as the legislative body of
Community Facilities District No. 93-1

ATTEST:

City Clerk of the City of Beaumont, California,
acting as the legislative body of Community
Facilities District No. 93-1

BEAUMONT FINANCING AUTHORITY

By: _____
Executive Director

[SIGNATURES CONTINUED ON NEXT PAGE.]

[SIGNATURE PAGE CONTINUED.]

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Escrow Agent

By: _____
Authorized Officer

EXHIBIT A

NOTICE OF DEFEASANCE

**\$21,175,000
BEAUMONT FINANCING AUTHORITY
2007 LOCAL AGENCY REVENUE BONDS, SERIES A
(2000A REFUNDING)**

<i>Maturity Date (September 1)</i>	<i>Par Amount</i>	<i>Interest Rate</i>	<i>CUSIP No.*</i>
2019	210,000	4.000	074406JB6
2020	220,000	4.125	074406JC4
2021	210,000	4.250	074406JD2
2026	1,230,000	4.500	074406JE0
2032	1,910,000	4.500	074406JF7

Notice is hereby given to the holders of the above-captioned Bonds (the "Refunded Bonds") that (i) the Refunded Bonds have been defeased; (ii) there has been deposited with Wilmington Trust, National Association, as Escrow Agent, moneys as permitted by that certain Indenture of Trust dated as of January 15, 1994, by and between the Beaumont Financing Authority (the "Authority") and Wilmington Trust, National Association, as successor trustee (the "Trustee"), as amended and supplemented, including by the Fourteenth Supplemental Indenture of Trust dated as of January 1, 2007, by and between the Authority and the Trustee, as successor trustee (as supplemented, the "Indenture"), relating to the Refunded Bonds, which will be sufficient and available to pay on _____, 2019, the principal and interest due with respect to the Refunded Bonds and to redeem on _____, 2019 the Refunded Bonds maturing on and after September 1, 2020 at the applicable redemption price contained in the Indenture; and (iii) the Escrow Agent has been irrevocably instructed to redeem such outstanding Refunded Bonds on _____, 2019.

* The CUSIP numbers are included solely for the convenience of the Holders of the Bonds. Neither the District nor the Trustee shall be responsible for any error of any nature relating to such numbers.

Dated this ___ day of _____, 2019.

**WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Trustee or Escrow Agent**

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2019

NEW ISSUE-FULL BOOK ENTRY

Rating: S&P: “___” (Insured)
S&P: “___” (Underlying)

See the caption “MISCELLANEOUS—Rating”

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California (“Bond Counsel”), under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. In the further opinion of Bond Counsel, interest (and original issue discount) on the Bonds is exempt from State of California personal income tax. See the caption “LEGAL MATTERS Tax Matters” with respect to tax consequences concerning the Bonds.

\$5,625,000*

**BEAUMONT PUBLIC IMPROVEMENT AUTHORITY
LOCAL AGENCY REFUNDING BONDS
SERIES 2019A**

Dated: Date of Delivery

Due: September 1 as shown on inside cover

The Bonds described herein are being issued by the Beaumont Public Improvement Authority (the “Authority”) to acquire certain special tax refunding obligations (the “Local Obligations”) of the City of Beaumont Community Facilities District No. 93-1 (the “District”), formed by the City of Beaumont (the “City”). The Local Obligations are being issued to refund five outstanding series of bonds issued by the District, which will result in the simultaneous discharge of two series of bonds issued by the Beaumont Financing Authority. See “FINANCING PLAN.”

The Bonds are payable solely from “Revenues” pledged by the Authority pursuant to that certain Indenture of Trust, dated as of July 1, 2019 (the “Indenture”), by and between the Authority and Wilmington Trust, National Association, as trustee (the “Trustee”). Revenues consist primarily of debt service on the Local Obligations, which are payable from special taxes levied in the applicable improvement area of the District.

The Bonds will be issued in denominations of \$5,000 or any integral multiple thereof. Interest on the Bonds is payable semiannually on March 1 and September 1 of each year commencing March 1, 2020. The Bonds will be initially issued only in book-entry form and registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York (“DTC”), which will act as securities depository of the Bonds. Principal and interest (and premium, if any) on the Bonds is payable by the Trustee to DTC, which remits such payments to its participants for subsequent distribution to the beneficial owners of the Bonds. See “THE BONDS — General Provisions” and “— Book-Entry Only System” herein.

The Bonds are subject to redemption prior to maturity as described herein. See “THE BONDS - Redemption.”

The scheduled payment of principal of and interest when due on certain of the Bonds (the “Insured Bonds”) will be guaranteed under an insurance policy to be issued concurrently with the issuance of the Insured Bonds by _____ (the “Insurer”). The specific Bonds to be insured will be determined at the time of pricing. See “BOND INSURANCE” herein.

[Insurer Logo]

CERTAIN EVENTS COULD AFFECT THE ABILITY OF THE AUTHORITY TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS WHEN DUE. THE PURCHASE OF THE BONDS INVOLVES SIGNIFICANT INVESTMENT RISKS, AND THE BONDS MAY NOT BE SUITABLE INVESTMENTS FOR MANY INVESTORS. SEE THE SECTION OF THIS OFFICIAL STATEMENT ENTITLED “SPECIAL RISK FACTORS” FOR A DISCUSSION OF CERTAIN RISK FACTORS THAT SHOULD BE CONSIDERED, IN ADDITION TO THE OTHER MATTERS SET FORTH HEREIN, IN EVALUATING THE INVESTMENT QUALITY OF THE BONDS.

*Maturity Schedule
(see inside cover)*

The Bonds are offered when, as and if issued and accepted by Stifel, Nicolaus & Company, Incorporated, the Underwriter, subject to the approval as to their legality by Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, as Bond Counsel and Disclosure Counsel. Certain legal matters will be passed upon for the Authority and the City by Slovak, Baron, Empey, Murphy & Pinkney LLP, Palm Springs, California, and for the Underwriter by its counsel, Kutak Rock LLP, Irvine, California. It is anticipated that the Bonds in definitive form will be available for delivery to DTC or its agent on or about _____, 2019.

[STIFEL LOGO]

* Preliminary, subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold, nor may offers to buy them be accepted, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to buy, nor shall there be any sale of, these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful.

Dated: _____, 2019

MATURITY SCHEDULE

\$5,625,000*
BEAUMONT PUBLIC IMPROVEMENT AUTHORITY
LOCAL AGENCY REFUNDING BONDS
SERIES 2019A

Serial Bonds

<i>Maturity (September 1)</i>	<i>Principal Amount</i>	<i>Interest Rate</i>	<i>Yield</i>	<i>CUSIP[†]</i>
-----------------------------------	-----------------------------	--------------------------	--------------	--------------------------

Term Bonds

\$ _____ % Term Bonds due September 1, 20 __, Yield: _____ % CUSIP No.[†] _____

* Preliminary, subject to change.

† CUSIP® Copyright 2019, American Bankers Association. CUSIP® data in this Official Statement 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 the CUSIP Service. None of the Authority, the District, the City, or the Underwriter or its counsel takes any responsibility for the accuracy of CUSIP data in this Official Statement. The CUSIP® number for a specific maturity is subject to being changed after the issuance of the Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Bonds.

BEAUMONT PUBLIC IMPROVEMENT AUTHORITY

BOARD OF DIRECTORS

Julio Martinez, Chairman
Rey Santos, Vice Chairman
Nancy Carroll, Director
Mike Lara, Director
Lloyd White, Director

CITY OF BEAUMONT

CITY COUNCIL

Julio Martinez, Mayor
Rey Santos, Mayor Pro-Tem
Nancy Carroll, Member
Mike Lara, Member
Lloyd White, Member

CITY OFFICIALS

Todd Parton, City Manager
Kristine Day, Assistant City Manager

PROFESSIONAL SERVICES

BOND COUNSEL / DISCLOSURE COUNSEL

Stradling Yocca Carlson & Rauth, a Professional Corporation
Newport Beach, California

AUTHORITY TRUSTEE / DISTRICT TRUSTEE/ESCROW AGENT

Wilmington Trust, National Association
Costa Mesa, California

MUNICIPAL ADVISOR

Urban Futures, Inc.
Tustin, California

SPECIAL TAX CONSULTANT

Webb Municipal Finance, LLC
Riverside, California

VERIFICATION AGENT

Causey, Demgen & Moore, P.C.
Denver, Colorado

TRUSTEE

Wilmington Trust, National Association
Costa Mesa, California

Investment in the Bonds, involves risks which are not appropriate for certain investors. Therefore, only persons with substantial financial resources (in net worth or income) who understand (either alone or with competent investment advice) those risks should consider such an investment.

Except where otherwise indicated, all information contained in this Official Statement has been provided by the Beaumont Public Improvement Authority, the City of Beaumont and the City of Beaumont Community Facilities District No. 93-1. No dealer, broker, salesperson or other person has been authorized by the Authority, the City, the District, the Trustee or the Underwriter to give any information or to make any representations in connection with the offer or sale of the Bonds other than those contained herein; and, if given or made, such other information or representations must not be relied upon as having been authorized by the Authority, the City, the District, the Trustee or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

The information set forth herein which has been obtained from third party sources is believed to be reliable but is not guaranteed as to accuracy or completeness by the District, the City or the Authority. This Official Statement is not to be construed as a contract with the purchasers or Owners of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such are not to be construed as representations of fact.

The Underwriter has provided the following sentence for inclusion in this Official Statement:

The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy of completeness of such information.

The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Authority, the City, the District or any other parties described herein since the date hereof. All summaries of the Indenture or other documents are made subject to the provisions of such documents respectively and do not purport to be complete statements of any or all of such provisions. Reference is hereby made to such documents on file with the City for further information in connection therewith. While the City maintains an internet website for various purposes, none of the information on that website is incorporated by reference herein or intended to assist investors in making any investment decision or to provide any continuing information with respect to the Bonds or any other bonds or obligations of the Authority, the City or the District. Any such information that is inconsistent with the information set forth in this Official Statement should be disregarded.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "budget" or other similar words.

The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. The Authority does not plan to issue any updates or revisions to the forward-looking statements set forth in this Official Statement. The Authority is obligated to provide continuing disclosure for certain historical information only. See the caption "MISCELLANEOUS — Continuing Disclosure" herein.

_____ (the "Insurer") makes no representation regarding the Insured Bonds or the advisability of investing in the Insured Bonds. In addition, the Insurer has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding the Insurer, supplied by the Insurer and presented under the heading "BOND INSURANCE" and Appendix II — "SPECIMEN MUNICIPAL BOND INSURANCE POLICY."

IN CONNECTION WITH THE OFFERING OF THE BONDS, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF SUCH BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXEMPTION CONTAINED IN SUCH ACT. THE BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

[INSERT ALL MAPS]

TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION.....	1
Financing Purpose.....	1
The Bonds; The Local Obligations.....	2
Legal Authority.....	3
Sources of Payment for the Bonds and the Local Obligations.....	3
Description of the Bonds.....	4
The City.....	4
The Authority.....	4
Professionals Involved in the Offering.....	4
SEC Order.....	5
Continuing Disclosure.....	5
FINANCING PLAN.....	5
Purpose of Issue and the Refunding Plan.....	5
Estimated Sources and Uses of Funds.....	6
BOND INSURANCE.....	7
THE BONDS.....	7
General Provisions.....	7
Redemption.....	8
Payment, Registration, Transfer and Exchange of Bonds.....	10
Book-Entry Only System.....	10
Estimated Debt Service Schedules: Bonds and Local Obligations.....	11
Debt Service Coverage for the Bonds.....	13
SECURITY FOR THE BONDS.....	13
General.....	13
Revenues and Flow of Funds.....	13
Reserve Fund.....	15
Surplus Fund.....	16
No Additional Bonds Except to Refund Bonds.....	16
SECURITY FOR THE LOCAL OBLIGATIONS.....	17
General.....	17
Special Taxes; Gross Special Taxes; Net Special Taxes.....	18
Local Obligation Parity Bonds.....	19
Priority of Lien.....	19
Covenants of the District.....	19
Special Taxes Are Not Within Teeter Plan.....	21
THE DISTRICT.....	21
THE TAXING JURISDICTIONS.....	21
The Taxing Jurisdictions in the Aggregate.....	21
The Local Obligations.....	25
SPECIAL RISK FACTORS.....	26
Risks of Real Estate Secured Investments Generally.....	26
Tax Cuts and Jobs Act.....	26
The Bonds are Limited Obligations of the Authority.....	26
No Obligation of the City.....	27
No Cross-Collateralization Between Taxing Jurisdictions.....	27
Potential Early Redemption of Bonds from Prepayments or Other Sources.....	27
Property Values.....	27
Natural Disasters.....	28
Hazardous Substances.....	28

TABLE OF CONTENTS
(continued)

	<u>Page</u>
Parity Taxes and Special Assessments	29
Payment of the Special Tax is not a Personal Obligation of the Owners	29
Disclosures to Future Purchasers.....	29
Special Tax Delinquencies	30
Insufficiency of Special Taxes	30
Risks Associated with Bond Insurance.....	31
FDIC/Federal Government Interests in Properties	32
Bankruptcy and Foreclosure.....	33
Funds Invested in the County Investment Pool.....	34
No Acceleration Provision.....	34
Limitations on Remedies	34
Loss of Tax Exemption.....	34
IRS Audit of Tax-Exempt Bond Issues	35
Limited Secondary Market	35
Proposition 218.....	35
Ballot Initiatives	37
LEGAL MATTERS	37
State and Federal Investigations and Criminal Charges Involving Former City Officials	37
State Controller Investigation.....	38
Grand Jury Request for Documents.....	38
Tax Matters.....	38
Absence of Litigation	40
Legal Opinion.....	40
MISCELLANEOUS.....	40
Ratings.....	40
Verification of Mathematical Accuracy	41
Underwriting.....	41
Continuing Disclosure	41
Additional Information	42
APPENDIX A INFORMATION REGARDING THE TAXING JURISDICTIONS	A-1
APPENDIX B SUMMARY OF PRINCIPAL DOCUMENTS.....	B-1
APPENDIX C DEMOGRAPHIC INFORMATION REGARDING THE COUNTY OF RIVERSIDE AND THE CITY OF BEAUMONT.....	C-1
APPENDIX D RATES AND METHODS OF APPORTIONMENT OF SPECIAL TAXES FOR THE TAXING JURISDICTIONS	D-1
APPENDIX E FORM OF BOND COUNSEL OPINION	E-1
APPENDIX F FORM OF CONTINUING DISCLOSURE AGREEMENT	F-1
APPENDIX G DTC AND THE BOOK-ENTRY-ONLY SYSTEM	G-1
APPENDIX H SPECIMEN MUNICIPAL BOND INSURANCE POLICY	H-1
APPENDIX I SECURITIES AND EXCHANGE COMMISSION ORDER.....	I-1
APPENDIX J GRAND JURY REQUEST FOR DOCUMENTS	I-1

OFFICIAL STATEMENT

\$5,625,000*
BEAUMONT PUBLIC IMPROVEMENT AUTHORITY
LOCAL AGENCY REFUNDING BONDS
SERIES 2019A

INTRODUCTION

The purpose of this Official Statement, which includes the cover page and Appendices hereto (the "Official Statement"), is to provide certain information concerning the sale and issuance of \$5,625,000* Beaumont Public Improvement Authority Local Agency Refunding Bonds, Series 2019A (the "Bonds").

This Introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Bonds to potential investors is made only by means of the entire Official Statement.

Financing Purpose

Purpose of the Bonds. The Bonds are being issued by the Beaumont Public Improvement Authority (the "Authority") to acquire the "Local Obligations" described below (see "FINANCING PLAN" herein).

Purpose of the Local Obligations. The net proceeds of the Local Obligations, along with other available funds, will be used as follows (see "FINANCING PLAN" herein):

- (i) to make deposits into five separate escrow funds (collectively, the "Escrow Funds") to be held by Wilmington Trust, National Association, as escrow agent (the "Escrow Agent") pursuant to two separate Escrow Agreements, each dated as of July 1, 2019 (collectively, the "Escrow Agreements") for the purpose of: (A) paying interest on the Prior Bonds (as defined below) through the optional redemption date of September 1, 2019 (the "Redemption Date") for each issue, and (B) redeeming the Prior Bonds on the Redemption Date at the applicable redemption price, with such redemption resulting in the simultaneous redemption of the Prior Authority Bonds (defined below); and
- (ii) to purchase a municipal bond insurance policy (the "Policy") issued by _____ (the "Insurer") for the purpose of paying the principal of and interest on certain of the Bonds (the "Insured Bonds") when due, with the determination of which Bonds to insure to be made at the time of pricing; and
- (iii) to purchase a reserve policy issued by the Insurer to be credited to the Reserve Fund for the Bonds (the "Reserve Policy"); and
- (iv) to pay the costs of issuing the Bonds.

* Preliminary, subject to change.

The Bonds; The Local Obligations

The Bonds. The Bonds are payable from “Revenues,” as more completely defined below, generally consisting of revenues received by the Authority as the result of the payment of debt service on the Local Obligations, and amounts held in the funds and accounts established and held for the benefit of the Bonds under the Indenture (as defined below).

Local Obligations. The “Local Obligations” consist of the following five separate series of bonds issued by the City of Beaumont Community Facilities District No. 93-1 (the “District”), which is located in the City of Beaumont (the “City”):

Improvement Area No. 3: \$2,120,000* City of Beaumont Community Facilities District No. 93-1 (Improvement Area No. 3) 2019 Special Tax Refunding Bonds (the “Improvement Area No. 3 Bonds”) are being issued by the District to refund the outstanding City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2007 Series A (Improvement Area No. 3) (the “Prior Improvement Area No. 3 Bonds”). The Improvement Area No. 3 Bonds are payable from Special Taxes levied on taxable property in Improvement Area No. 3 of the District (“Improvement Area No. 3”). See Appendix A – “INFORMATION REGARDING THE TAXING JURISDICTIONS — Improvement Area No. 3” herein.

Improvement Area No. 11: \$860,000* City of Beaumont Community Facilities District No. 93-1 (Improvement Area No. 11) 2019 Special Tax Refunding Bonds (the “Improvement Area No. 11 Bonds”) are being issued by the District to refund the outstanding City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2007 Series A (Improvement Area No. 11) (the “Prior Improvement Area No. 11 Bonds”). The Improvement Area No. 11 Bonds are payable from Special Taxes levied on taxable property in Improvement Area No. 11 of the District (“Improvement Area No. 11”). See Appendix A – “INFORMATION REGARDING THE TAXING JURISDICTIONS — Improvement Area No. 11” herein.

Improvement Area No. 9: \$390,000* City of Beaumont Community Facilities District No. 93-1 (Improvement Area No. 9) 2019 Special Tax Refunding Bonds (the “Improvement Area No. 9 Bonds”) are being issued by the District to refund the outstanding City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2007 Series C (Improvement Area No. 9) (the “Prior Improvement Area No. 9 Bonds”). The Improvement Area No. 9 Bonds are payable from Special Taxes levied on taxable property in Improvement Area No. 9 of the District (“Improvement Area No. 9”). See Appendix A – “INFORMATION REGARDING THE TAXING JURISDICTIONS — Improvement Area No. 9” herein.

Improvement Area No. 10A: \$1,390,000* City of Beaumont Community Facilities District No. 93-1 (Improvement Area No. 10A) 2019 Special Tax Refunding Bonds (the “Improvement Area No. 10A Bonds”) are being issued by the District to refund the outstanding City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2007 Series C (Improvement Area No. 10A) (the “Prior Improvement Area No. 10A Bonds”). The Improvement Area No. 10A Bonds are payable from Special Taxes levied on taxable property in Improvement Area No. 10A of the District (“Improvement Area No. 10A”). See Appendix A – “INFORMATION REGARDING THE TAXING JURISDICTIONS — Improvement Area No. 10A” herein.

Improvement Area No. 12A: \$865,000* City of Beaumont Community Facilities District No. 93-1 (Improvement Area No. 12A) 2019 Special Tax Refunding Bonds (the “Improvement Area No. 12A Bonds”) are being issued by the District to refund the outstanding City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2007 Series C (Improvement Area No. 12A) (the “Prior Improvement Area No. 12A Bonds,” and with the Prior Improvement Area No. 3 Bonds, the Prior Improvement Area No. 11 Bonds, the Prior Improvement Area No. 9 Bonds and the Prior Improvement Area No. 10A Bonds, the “Prior Bonds”). The Improvement Area No. 12A Bonds are payable from Special Taxes levied on taxable property in

* Preliminary, subject to change.

Improvement Area No. 12A of the District (“Improvement Area No. 12A”). See Appendix A – “INFORMATION REGARDING THE TAXING JURISDICTIONS — Improvement Area No. 12A” herein.

The refunding of the Prior Improvement Area No. 3 Bonds and the Prior Improvement Area No. 11 Bonds will result in the simultaneous refunding of the Beaumont Financing Authority 2007 Local Agency Revenue Bonds, Series A (2000A Refunding) (the “Authority 2007A Bonds”). The refunding of the Prior Improvement Area No. 9 Bonds, the Prior Improvement Area No. 10A Bonds and the Prior Improvement Area No. 12A Bonds will result in the simultaneous refunding of the Beaumont Financing Authority 2007 Local Agency Revenue Bonds, Series C (2003A Refunding) (the “Authority 2007C Bonds, and with the Authority 2007A Bonds, the “Prior Authority Bonds”).

Improvement Area No. 3, Improvement Area No. 11, Improvement Area No. 9, Improvement Area No. 10A and Improvement Area No. 12A are collectively referred to in this Official Statement as the “Improvement Areas” or the “Taxing Jurisdictions.”

Legal Authority

The Bonds. The Bonds are being issued under Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the “Act”) and an Indenture of Trust dated as of July 1, 2019 (the “Indenture”), by and between the Authority and Wilmington Trust, National Association, as trustee (the “Trustee”).

The Local Obligations. The Local Obligations are being issued pursuant to 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 “Mello-Roos Act”), and five separate Bond Indentures, each dated as of July 1, 2019 (each, a “Local Obligation Bond Indenture”), each by and between the District and Wilmington Trust, National Association, as trustee (the “District Trustee”).

Sources of Payment for the Bonds and the Local Obligations

The Bonds are secured by a first lien on and pledge of all of the Revenues. “Revenues” are defined in the Indenture to include:

- (a) all amounts received from the Local Obligations;
- (b) any proceeds of the Bonds originally deposited with the Trustee and all moneys deposited and held from time to time by the Trustee in the funds and accounts established under the Indenture with respect to the Bonds (other than the Rebate Fund and the Surplus Fund); and
- (c) investment income with respect to any moneys held by the Trustee in the funds and accounts established under the Indenture with respect to the Bonds (other than investment income on moneys held in the Rebate Fund and the Surplus Fund).

See “SECURITY FOR THE BONDS — Revenues and Flow of Funds” herein.

Local Obligations. Each Local Obligation will be payable from Net Special Taxes collected in the applicable Taxing Jurisdiction as a result of the levy of Special Taxes.

The Local Obligations are not cross-collateralized. In other words, Special Taxes from one Taxing Jurisdiction cannot be used to cover any shortfall in the payment of debt service on the Local Obligation of another Taxing Jurisdiction. However, the Reserve Fund held by the Trustee and funded at the Reserve Requirement will be available in the event of delinquent Revenues. See “SECURITY FOR THE BONDS — Reserve Fund” herein. The Reserve Requirement shall initially be \$ _____, provided, however, that the

Reserve Requirement shall never be greater than the initial Reserve Requirement, and, as of any date of calculation, shall not be greater than the Reserve Requirement calculated for the previous Bond Year.

Description of the Bonds

Payments. Interest is payable semiannually on March 1 and September 1 of each year, commencing March 1, 2020. Principal of and premium, if any, on the Bonds shall be payable by the Trustee. See “THE BONDS — General Provisions” and “ — Book-Entry Only System” herein.

Denominations. The Bonds will be issued in denominations of \$5,000 each or integral multiples thereof.

Redemption. The Bonds are subject to redemption prior to their maturity. See “THE BONDS — Redemption” herein.

Registration, transfers and exchanges. The Bonds will be issued as fully registered bonds, registered in the name of Cedc & Co. as nominee of The Depository Trust Company, New York, New York (“DTC”), and will be available to actual purchasers of the Bonds (the “Beneficial Owners”) under the book-entry system maintained by DTC. See “THE BONDS — Payment, Registration, Transfer and Exchange of Bonds” and “ — Book-Entry Only System.”

The City

The City was incorporated in 1912 under the general laws of the State. The City has a land area of approximately 30 square miles and an estimated population of 48,401 people as of January 1, 2019. The City provides a wide range of services, including police, public works (including sewer and storm drain services), street maintenance and land and building development. The City also operates various community services, including parks, a senior center, a teen and day camp and a municipal swimming pool.

The City is located in Riverside County, California (the “County”), approximately 25 miles east of the city of Riverside at the junction of Interstate 10, State Route 60 and State Route 79.

Neither the Bonds nor the Local Obligations are a debt of the City, and no revenues of the City are pledged to repayment of the Bonds or the Local Obligations.

The Authority

The Authority is a joint exercise of powers authority organized and existing pursuant to the Act. Its members are the City and the Beaumont Parking Authority.

Professionals Involved in the Offering

All proceedings in connection with the issuance of the Bonds are subject to the approval of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, Bond Counsel and Disclosure Counsel. Slovak Baron Empey Murphy & Pinkney LLP, Palm Springs, California, will render a legal opinion on certain matters for the Authority. Webb Municipal Finance, LLC is acting as Special Tax Consultant to the District. Wilmington Trust, National Association, Costa Mesa, California, will act as the Authority Trustee/District Trustee/Escrow Agent. Stifel, Nicolaus & Company, Incorporated, is acting as underwriter in connection with the issuance and delivery of the Bonds. Kutak Rock LLP, Irvine, California, is serving as Underwriter’s Counsel. Causey, Demgen & Moore, P.C., will provide escrow verification services.

Payment of the fees of Bond Counsel, the Underwriter and counsel to the Underwriter is contingent upon issuance of the Bonds. Stradling Yocca Carlson & Rauth, a Professional Corporation, represents the Underwriter in connection with financings unrelated to the Authority, the City and the District.

SEC Order

On August 23, 2017, following an offer of settlement by the Beaumont Financing Authority (the "BFA"), the U.S. Securities and Exchange Commission ("SEC") entered a Cease-and-Desist Order and imposed certain undertakings on the BFA (the "SEC Order"). The BFA neither admits nor denies the findings in the SEC Order. The members of the City Council of the City act as the Board of Directors of the BFA and City staff acts as the staff of the BFA. A copy of the SEC Order is attached hereto as Appendix I. See also "MISCELLANEOUS—Continuing Disclosure" herein.

Continuing Disclosure

The Authority will enter into a Continuing Disclosure Agreement with Webb Municipal Finance, LLC, and will covenant therein for the benefit of holders and beneficial owners of the Bonds to provide certain financial information and operating data relating to the Authority and the Taxing Jurisdictions by not later than February 10 following the end of its fiscal year (which currently ends June 30), commencing with the report for the 2018-19 Fiscal Year (the "Annual Report"), and to provide notices of the occurrence of certain enumerated events. The first Annual Report will be due February 10, 2020. The Annual Report and notices of certain listed events (the "Listed Events") will be filed with the Electronic Municipal Market Access System of the Municipal Securities Rulemaking Board available on the Internet at <http://emma.msrb.org> ("EMMA"). The specific nature of the information to be contained in the Annual Report and any notices of the Listed Events is set forth in Appendix F — "FORM OF CONTINUING DISCLOSURE AGREEMENT." These covenants will be made in order to assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the "Rule"). See "MISCELLANEOUS — Continuing Disclosure" herein.

FINANCING PLAN

Purpose of Issue and the Refunding Plan

Acquisition of the Local Obligations. The Authority is issuing the Bonds to purchase the Local Obligations.

Refunding of the Prior Bonds. Certain proceeds of the Local Obligations will be deposited into the Escrow Funds pursuant to the Escrow Agreements.

Funds deposited into the Escrow Funds pursuant to the Escrow Agreements will be used to pay principal and interest due on the Prior Bonds through the Redemption Date, and to redeem the remaining outstanding principal amount of the Prior Bonds on such date, as follows:

(a) **Prior Improvement Area No. 3 Bonds:** Proceeds of the Improvement Area No. 3 Bonds deposited into an Escrow Fund relating to the Prior Improvement Area No. 3 Bonds will be used (i) to pay debt service then due on the Prior Improvement Area No. 3 Bonds on the Redemption Date, and (ii) to redeem the Prior Improvement Area No. 3 Bonds maturing on and after September 1, 2020 on the Redemption Date at a redemption price equal to 100% of the principal amount to be redeemed, together with accrued interest to the redemption date.

(b) **Prior Improvement Area No. 11 Bonds:** Proceeds of the Improvement Area No. 11 Bonds deposited into an Escrow Fund relating to the Prior Improvement Area No. 11 Bonds will be used (i) to pay debt service then due on the Prior Improvement Area No. 11 Bonds on the Redemption Date, and (ii) to redeem the Prior Improvement Area No. 1 Bonds maturing on and after September 1, 2020 on the Redemption

Date at a redemption price equal to 100% of the principal amount to be redeemed, together with accrued interest to the redemption date.

(c) Prior Improvement Area No. 9 Bonds: Proceeds of the Improvement Area No. 9 Bonds deposited into an Escrow Fund relating to the Prior Improvement Area No. 9 Bonds will be used (i) to pay debt service then due on the Prior Improvement Area No. 9 Bonds on the Redemption Date, and (ii) to redeem the Prior Improvement Area No. 9 Bonds maturing on and after September 1, 2020 on the Redemption Date at a redemption price equal to 100% of the principal amount to be redeemed, together with accrued interest to the redemption date.

(d) Prior Improvement Area No. 10A Bonds: Proceeds of the Improvement Area No. 10A Bonds deposited into an Escrow Fund relating to the Prior Improvement Area No. 10A Bonds will be used (i) to pay debt service then due on the Prior Improvement Area No. 10A Bonds on the Redemption Date, and (ii) to redeem the Prior Improvement Area No. 10A Bonds maturing on and after September 1, 2020 on the Redemption Date at a redemption price equal to 100% of the principal amount to be redeemed, together with accrued interest to the redemption date.

(e) Prior Improvement Area No. 12A Bonds: Proceeds of the Improvement Area No. 12A Bonds deposited into an Escrow Fund relating to the Prior Improvement Area No. 12A Bonds will be used (i) to pay debt service then due on the Prior Improvement Area No. 12A Bonds on the Redemption Date, and (ii) to redeem the Prior Improvement Area No. 12A Bonds maturing on and after September 1, 2020 on the Redemption Date at a redemption price equal to 100% of the principal amount to be redeemed, together with accrued interest to the redemption date.

Certain moneys in the existing funds and accounts relating to the Prior Bonds also will be transferred to the Escrow Funds and be applied to the defeasance and redemption of the Prior Bonds. See “— Estimated Sources and Uses of Funds” below. See also “MISCELLANEOUS — Verification of Mathematical Accuracy” below.

Estimated Sources and Uses of Funds

The Bonds. The anticipated sources and uses of funds relating to the Bonds and the funds relating to the Prior Bonds are as follows:

	<i>Total</i>
Sources:	
Principal Amount of the Bonds	\$
Underwriter’s Discount	
[Net] Original Issue [Premium/Discount]	_____
Total Sources	<u>\$ _____</u>
 Uses:	
Purchase of Local Obligations ⁽¹⁾⁽²⁾	\$ _____
Total Uses	<u>\$ _____</u>

⁽¹⁾ The Trustee for each of the Local Obligations will transfer to the Escrow Agent funds held in existing funds and accounts relating to the Prior Bonds, together with Bond proceeds received from the Authority from the purchase of the Local Obligations, to the Escrow Funds to defease and redeem the Prior Bonds and the Prior Authority Bonds. See the sources and uses of funds for the Local Obligations below.

⁽²⁾ Proceeds of the Bonds will be used to acquire the Local Obligations. The District Trustee for each of the Local Obligations will transfer to the Trustee for the Bonds for deposit in the Costs of Issuance Fund each Taxing Jurisdiction’s proportionate share of the costs of issuance of the Bonds.

Local Obligations. The anticipated sources and uses of funds relating to the Local Obligations and prior funds on hand are as follows:

	<i>Improvement Area No. 3</i>	<i>Improvement Area No. 11</i>	<i>Improvement Area No. 9</i>	<i>Improvement Area No. 10A</i>	<i>Improvement Area No. 12A</i>
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Sources

Principal Amount
 [Net] Original Issue
 [Premium/Discount]
 Prior Funds on Hand
Total Sources

Uses

Escrow Funds ⁽¹⁾
 Cost of Issuance Fund ⁽²⁾
Total Uses

⁽¹⁾ See “—Purpose of Issue and the Refunding Plan.”

⁽²⁾ On the date of issuance of the Bonds and the Local Obligations, the District will deposit a portion of the proceeds of the Local Obligations into the Cost of Issuance Fund. Amounts in the Cost of Issuance Fund will be used to pay Trustee fees, Bond Counsel fees, Underwriter’s Discount, printing costs, the premium for the Policy and the Reserve Policy, and other related costs.

BOND INSURANCE

[TO COME]

THE BONDS

General Provisions

The Bonds will be dated their date of delivery, and the Bonds will be issued in the aggregate principal amounts set forth on the inside front cover hereof. The Bonds will bear interest from their dated date at the rates per annum set forth on the inside front cover hereof, payable semiannually on each March 1 and September 1, commencing March 1, 2020 (each, an “Interest Payment Date”), and will mature in the amounts and on the dates set forth on the inside front cover hereof. The Bonds will be issued in fully registered form in denominations of \$5,000 each or any integral multiple thereof.

Interest on the Bonds will be payable on each Interest Payment Date to the person whose name appears on the Bond Register as the Owner as of the Record Date immediately preceding each Interest Payment Date. Interest will be paid by check of the Trustee mailed on the Interest Payment Date by first class mail, postage prepaid, to the Owner at the address as it appears on the Bond Register or by wire transfer to an account in the United States of America upon instructions of any Owner of \$1,000,000 or more in aggregate principal amount of Bonds provided to the Trustee, in writing, at least five Business Days before the Record Date for such Interest Payment Date. The Bonds are issued in fully registered form and 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. Ownership interests in the Bonds may be purchased in book-entry form only in denominations of \$5,000 and any integral multiple. See the subsection hereof entitled “— Book-Entry Only System.”

Principal of and premium (if any) on any Bond will be paid upon presentation and surrender thereof, at maturity or the prior redemption thereof, at the Trust Office of the Trustee.

Each Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (a) it is authenticated after a Record Date (the 15th calendar day of the month preceding the month in which such Interest Payment Date occurs, whether or not such day is a Business Day) and on or

before the following Interest Payment Date, in which event it will bear interest from such Interest Payment Date; or (b) it is authenticated on or before February 15, 2020 in which event it will bear interest from the Dated Date; provided, however, that if, as of the date of authentication of any Bond, interest thereon is in default, such Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon, or from the Dated Date if no interest has been paid or made available for payment.

Redemption*

Optional Redemption. The Bonds may be redeemed at the option of the Authority, from any source of available funds, prior to maturity on any date on or after September 1, 20__ as a whole, or in part from maturities of the Local Obligations simultaneously redeemed, if any redemption of Local Obligations is being made in conjunction with such optional redemption, and otherwise from such maturities as are selected by the Authority, by lot within a maturity, at a redemption price equal to the principal amount to be redeemed, together with accrued interest to the date of redemption, plus a premium below expressed as a percentage of the principal amount so redeemed.

<i>Redemption Dates</i>	<i>Redemption Price</i>
September 1, 20__ through August 31, 20__	%
September 1, 20__ through August 31, 20__	
September 1, 20__ through August 31, 20__	
September 1, 20__ and any date thereafter	

Prior to consenting to the optional redemption of any Local Obligation which it has purchased, the Authority will deliver to the Trustee a certificate of an Independent Accountant verifying that, following such optional redemption of the Local Obligations and redemption of Bonds, the principal and interest generated from the remaining Local Obligations is adequate to make the timely payment of principal and interest due on the Bonds will remain Outstanding under the Indenture following such optional redemption.

Mandatory Sinking Fund Redemption. The Bonds maturing on September 1, 20__ are subject to mandatory sinking fund redemption prior to maturity, in part, on September 1, 20__, and on each September 1 thereafter by lot, from sinking fund payments at a redemption price equal to the principal amount of Bonds to be redeemed, together with accrued interest to the date of redemption, without premium, as follows:

Term Bonds Due on September 1, 20__

<i>Redemption Date (September 1)</i>	<i>Redemption Amount</i>
	\$

(Maturity)

In the event that Bonds maturing on September 1, 20__ are redeemed pursuant to the optional or special redemption provisions described in the Indenture, the sinking fund payments above will be reduced as nearly as practicable on a proportionate basis in integral multiples of \$5,000.

Special Redemption. The Bonds are subject to special redemption on any Interest Payment Date from proceeds of early redemption of Local Obligations from the prepayment of Special Taxes within a Taxing Jurisdiction in connection with Local Obligations, in whole or in part, from maturities corresponding proportionately to the maturities of the Local Obligations simultaneously redeemed, at the principal amount

* Preliminary, subject to change.

thereof, plus a premium expressed below as a percentage of the principal amount so redeemed, plus accrued interest to the date of redemption thereof:

<i>Redemption Dates</i>	<i>Premium</i>
Any Interest Payment Date through March 1, 2027	103%
September 1, 2027 and March 1, 2028	102
September 1, 2028 and March 1, 2029	101
September 1, 2029 and any Interest Payment Date thereafter	100

Notice of Redemption. The Trustee on behalf, and at the expense, of the Authority will send notice of any redemption to the respective Owners of any Bonds designated for redemption at their respective addresses appearing on the Bond Register, and to the Securities Depositories and to the Information Services, at least thirty (30) but not more than sixty (60) days prior to the date fixed for redemption. Neither failure to receive any such notice so sent nor any defect therein will affect the validity of the proceedings for the redemption of such Bonds or the cessation of the accrual of interest thereon. The notice will state the date of the notice, the redemption date, the redemption place and the redemption price and will designate the CUSIP numbers, the Bond numbers and the maturity or maturities (in the event of redemption of all of the Bonds of such maturity or maturities in whole) of the Bonds to be redeemed, and will require that such Bonds be then surrendered at the Trust Office of the Trustee for redemption at the redemption price, giving notice also that further interest on such Bonds will not accrue from and after the redemption date.

In the case of an optional or special redemption of Bonds, such notice may state that such redemption is subject to receipt by the Trustee, on or before the date fixed for redemption, of moneys sufficient to pay the redemption price of the Bonds to be redeemed. Unless funds for the optional or special redemption of any Bonds are irrevocably deposited with the Trustee prior to rendering notice of redemption to the Bondowners, such notice shall state that such redemption is subject to the deposit of funds by the Authority. Any notice of optional or special 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.

Selection of Bonds of a Maturity for Redemption. Unless otherwise provided in the Indenture, whenever provision is made for the redemption of less than all of the Bonds of a maturity, the Trustee will select the Bonds to be redeemed from all Bonds of such maturity not previously called for redemption, by lot in any manner which the Trustee in its sole discretion deems appropriate and fair. For purposes of such selection, all Bonds will be deemed to be comprised of separate \$5,000 authorized denominations, and such separate authorized denominations will be treated as separate Bonds which may be separately redeemed.

Partial Redemption of Bonds. In the event only a portion of any Bond is called for redemption, then upon surrender of such Bond the Authority will execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the Authority, a new Bond or Bonds of the same maturity date, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Bond to be redeemed.

In the event of a partial optional redemption or special redemption of Term Bonds, each of the remaining sinking fund payments for such Term Bonds will be reduced, as nearly as practicable, on a pro rata basis, as determined by the Authority, and the Authority will provide the Trustee with a revised schedule for remaining sinking fund payments.

Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of and interest (and premium, if any) on the Bonds so called for redemption have been duly provided, such Bonds so called will cease to be entitled to any benefit under the Indenture other than the right to receive payment of the redemption price, and no interest will accrue thereon from and after the redemption date specified in such notice.

Payment, Registration, Transfer and Exchange of Bonds

Book-Entry Only System. The Bonds will be issued as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York (“DTC”), and will be available to actual purchasers of the Bonds (the “Beneficial Owners”) in the denominations set forth above, under the book-entry system maintained by DTC, only through brokers and dealers who are or act through DTC Participants (as defined herein) as described herein. Beneficial Owners will not be entitled to receive physical delivery of the Bonds. See “THE BONDS — Book-Entry Only System.” In the event that the book-entry-only system is no longer used with respect to the Bonds, the Bonds will be registered and transferred in accordance with the Indenture. See “THE BONDS — Book-Entry Only System.”

Transfer of Bonds. Subject to the book-entry only provisions of the Indenture, any Bond may in accordance with its terms, be transferred, upon the Bond Register maintained by the Trustee, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Trustee, duly executed. Whenever any Bond is surrendered for transfer, the Authority will execute and the Trustee will authenticate and deliver to the transferee a new Bond or Bonds of like tenor, maturity and aggregate principal amount. No Bonds selected for redemption will be subject to transfer, nor shall any Bond be subject to transfer during the fifteen days prior to the selection of Bonds for redemption.

The cost of printing any Bonds and any services rendered or any expenses incurred by the Trustee in connection with any transfer or exchange will be paid by the Authority. However, the Owners of the Bonds will be required to pay any tax or other governmental charge required to be paid for any exchange or registration of transfer and the Owners of the Bonds will be required to pay the reasonable fees and expenses of the Trustee and Authority in connection with the replacement of any mutilated, lost or stolen Bonds.

Exchange of Bonds. Subject to the book-entry only provisions of the Indenture, Bonds may be exchanged at the Trust Office of the Trustee for Bonds of the same tenor and maturity and of other authorized denominations. No Bonds selected for redemption will be subject to exchange, nor shall any Bond be subject to exchange during the fifteen days prior to the selection of Bonds for redemption.

Bond Register. The Trustee will keep or cause to be kept at its Trust Office sufficient records for the registration and transfer of the Bonds, which will be the Bond Register and shall at all times during regular business hours be open to inspection by the Authority upon reasonable notice; and, upon presentation for such purpose, the Trustee will, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said records, Bonds as hereinbefore provided.

Book-Entry Only System

While the Bonds are subject to the book-entry system, the principal, interest and any redemption premium with respect to a Bond will be paid by the Trustee to DTC, which in turn is obligated to remit such payment to its DTC Participants for subsequent disbursement to Beneficial Owners of the Bonds, as described in Appendix G — “DTC AND THE BOOK-ENTRY-ONLY SYSTEM” herein. So long as Cede & Co. is the registered owner of the Bonds, references herein to the Owners of the Bonds shall mean Cede & Co. and *not* the Beneficial Owners of the Bonds. **The Authority gives no assurance that DTC or the DTC Participants will distribute payments or notices to Beneficial Owners.**

Estimated Debt Service Schedules: Bonds and Local Obligations

The Local Obligations acquired with proceeds of the Bonds mature on different dates. Consequently, the source of security for debt service on the Bonds varies depending upon the characteristics of the underlying Taxing Jurisdictions. The following table presents the debt service schedule for the Bonds, assuming there are no early redemptions of Bonds prior to their respective maturities:

TABLE 1

ANNUALIZED DEBT SERVICE SCHEDULE FOR THE BONDS

<i>Year Ending September 1</i>	<i>Principal</i>	<i>Interest</i>	<i>Total Debt Service</i>
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
Totals			

The following table summarizes the anticipated debt service payments to be received by the Authority as the result of its ownership of the Local Obligations, assuming there are no early redemptions of Local Obligations prior to their respective maturities. The following schedule does not include an allowance for delinquencies in the payment of Special Taxes.

TABLE 2
ANNUALIZED DEBT SERVICE SCHEDULE FOR THE LOCAL OBLIGATIONS

Bond Year Ending	Improvement		Improvement		Improvement		Improvement		Total Debt Service on the Bonds
	Area No. 3	Area No. 11	Area No. 9	Area No. 10A	Area No. 12A	Total			
September 1	Debt Service	Debt Service	Debt Service	Debt Service	Debt Service	Revenues⁽¹⁾			
2020									
2021									
2022									
2023									
2024									
2025									
2026									
2027									
2028									
2029									
2030									
2031									
2032									
Total									

* Preliminary, subject to change.

(1) Equals the total anticipated debt service on the Local Obligations in each Bond Year ending September 1.
Source: Underwriter.

Debt Service Coverage for the Bonds

Scheduled payments of principal of and interest on the Bonds equals 100% of the projected Revenues that will be generated by the anticipated payment of debt service on each of the Local Obligations while the Bonds are outstanding. According to the Special Tax Consultant, based on the annual debt service for the Local Obligations, Special Taxes levied in each Taxing Jurisdiction, less estimated Administrative Expenses and assuming no delinquencies, if levied at the Assigned Special Tax rates, would generate in each Fiscal Year not less than 108.57%* of debt service payable with respect to each series of Local Obligations. See Appendix A — “INFORMATION REGARDING THE TAXING JURISDICTIONS.” However, under the Act as in effect at the time of formation of the Taxing Jurisdictions and under the applicable Rate and Methods, under no circumstances will the Special Taxes levied against any Assessor’s Parcel of Residential Property within the applicable Taxing Jurisdiction for which an occupancy permit for private residential use has been issued be increased by more than ten percent (10%) per fiscal year as a consequence of delinquency or default by the owner of any other Assessor’s Parcel within such applicable Taxing Jurisdiction. See “SECURITY FOR THE LOCAL OBLIGATIONS — Special Taxes; Gross Special Taxes; Net Special Taxes — 10% Limitation on Increases in the Special Tax Levy as a Result of Delinquencies.”

SECURITY FOR THE BONDS

General

As described below, the Bonds are payable primarily from Revenues consisting primarily of amounts received by the Authority as the result of its acquisition of the Local Obligations.

The Bonds are special obligations of the Authority payable solely from and secured solely by the Revenues pledged therefor in the Indenture. The Bonds are not a debt or liability of the City, the State of California or any political subdivisions thereof other than the Authority to the limited extent described herein. The faith and credit of the Authority are not pledged to secure the payment of Bonds, nor is any of its political subdivisions liable therefor, nor in any event shall the Bonds or any interest or redemption premium thereunder be payable out of any funds or properties other than those of the Authority as set forth in the Indenture. The Authority has no taxing power.

Revenues and Flow of Funds

Bonds; Revenues. The Bonds are secured by a first lien on and pledge of all of the Revenues. So long as any of the Bonds are Outstanding, the Revenues will not be used for any purpose except as is expressly permitted by the Indenture.

Collection by the Trustee. The Trustee will collect and receive all of the Revenues, and any Revenues collected or received by the Authority will be deemed to be held, and to have been collected or received, by the Authority as the agent of the Trustee and shall forthwith be paid by the Authority to the Trustee. The Trustee is also entitled to and will take all steps, actions and proceedings reasonably necessary in its judgment to enforce, either jointly with the Authority or separately, all of the rights of the Authority and all of the obligations of the City and the District under the Local Obligations.

Deposit of Revenues. All Revenues derived from the Local Obligations, other than Local Obligation Delinquency Revenues, will be promptly deposited by the Trustee upon receipt thereof in the Revenue Fund. Any Revenues which represent the payment of delinquent principal of or interest on an issue of Local Obligations will immediately be deposited to the Reserve Fund to the extent necessary to replenish, to the extent the Reserve Fund deficiency resulted from the delinquency in the payment of scheduled debt service on such Local Obligations, the amount in the Reserve Fund to the Reserve Requirement, with any amount in

* Preliminary, subject to change.

excess of that needed to replenish the Reserve Fund to be deposited to the Revenue Fund for transfer as provided in the Indenture.

Application of Revenues. On each Interest Payment Date, the Trustee shall transfer from the Revenue Fund, and deposit into the following respective accounts for the Bonds, the following amounts in the following order of priority, the requirements of each such account (including the making up of any deficiencies in any such account resulting from lack of Revenues sufficient to make any earlier required deposit) at the time of deposit to be satisfied before any transfer is made to any account subsequent in priority:

Interest Account. On each Interest Payment Date, the Trustee will deposit in the Interest Account an amount required to cause the aggregate amount on deposit in the Interest Account to equal the amount of interest becoming due and payable on such Interest Payment Date on all Outstanding Bonds on such date. Moneys in the Interest Account will be used and withdrawn by the Trustee solely for the purpose of paying interest on the Bonds as it shall become due and payable (including accrued interest on any Bonds redeemed prior to maturity). In the event that the amounts on deposit in the Interest Account on any Interest Payment Date, after any transfers from the Reserve Fund, are insufficient for any reason to pay the aggregate amount of interest then coming due and payable on the Outstanding Bonds, the Trustee will apply such amounts to the payment of interest on each of the Outstanding Bonds on a pro rata basis.

Principal Account. On each September 1 on which principal of the Bonds will be payable, the Trustee will deposit in the Principal Account an amount required to cause the aggregate amount on deposit in the Principal Account to equal the principal amount of, and premium (if any) on, the Bonds coming due and payable on such date, or required to be redeemed on such date; provided, however, that no amount will be deposited to effect an optional redemption unless the Trustee has first received a certificate of an Independent Accountant certifying that such deposit to effect an optional redemption of the Bonds will not impair the ability of the Authority to make timely payment of the principal of and interest on the Bonds, assuming for such purposes that the City and the District continue to make timely payments on all Local Obligations not then in default. All moneys in the Principal Account will be used and withdrawn by the Trustee solely for the purpose of (i) paying the principal of the Bonds at the maturity thereof or (ii) paying the principal of and premium (if any) on any Bonds upon the redemption thereof.

Reserve Fund. On each Interest Payment Date on which the balance in the Reserve Fund is less than the Reserve Requirement, after making deposits required into the Interest Account and the Principal Account, the Trustee shall transfer from the Revenue Fund an amount sufficient to increase the balance in the Reserve Fund to the Reserve Requirement by depositing the amount necessary to make the various accounts therein equal to, together, the Reserve Requirement, provided the value of the moneys deposited therein, as invested, will be valued at market value on such transfer date for purposes of making such determination.

Deficiencies. If on any Interest Payment Date the amount on deposit in the Revenue Fund is inadequate to make the transfers described above as a result of a payment default on an issue of Local Obligations, the Trustee will immediately notify the District of the amount needed to make the required deposits described above under “- *Application of Revenues.*” In the event that following such notice the Trustee receives additional payments from the District to cure such shortfall, the Trustee shall deposit such amounts to the Revenue Fund for application in accordance with the Indenture.

Deposit into Rebate Fund. On each Interest Payment Date after making the transfers described above, upon receipt of a Request of the Authority to do so, the Trustee will transfer from the Revenue Fund to the Rebate Fund for deposit in the accounts therein the amounts specified in such Request.

Surplus Fund. On September 1 of each year, after making the deposits described above, the Trustee will transfer all amounts remaining on deposit in the Revenue Fund to the Administrative Expense Fund unless the Trustee has received a request of the Authority directing it to transfer all or a portion of the said amounts to the Surplus Fund, in which case the Trustee shall make the transfer to the Surplus Fund.

Reserve Fund

An account for each issue of Local Obligations will be established in the Reserve Fund (each, an "Account"). The Reserve Policy shall be deposited into the Reserve Fund with an amount credited to each Local Obligation's Account equal to such Local Obligation's share of the Reserve Requirement. Under the Indenture, the "Reserve Requirement" is defined to mean an amount equal to the lowest of (i) 10% of the initial principal amount of the Bonds, (ii) Maximum Annual Debt Service on the Outstanding Bonds, or (iii) 125% of average Annual Debt Service on the Outstanding Bonds; provided, however, that the Reserve Requirement shall never be greater than the initial Reserve Requirement, and, as of any date of calculation, shall not be greater than the Reserve Requirement calculated for the previous Bond Year. The Reserve Requirement shall initially be \$ _____. Each Local Obligation's share shall initially be as follows:

- \$ _____ in the Improvement Area No. 3 Account
- \$ _____ in the Improvement Area No. 11 Account
- \$ _____ in the Improvement Area No. 9 Account
- \$ _____ in the Improvement Area No. 10A Account
- \$ _____ in the Improvement Area No. 12A Account

In the event that the amount of the Reserve Requirement is changed, the Trustee will, upon receipt of a Request of the Authority, adjust the shares of each Account to reflect the new Reserve Requirement.

Subject to the limitations set forth in the following paragraph, moneys in the Reserve Fund will be used to pay the principal of and interest on the Bonds when the moneys in the Interest Account and the Principal Account of the Revenue Fund are insufficient therefor. In addition, amounts in the Reserve Fund may be applied (i) in connection with an optional redemption of Bonds or a defeasance thereof, (ii) when the balance therein equals the principal and interest due on the Bonds to and including maturity, (iii) credited to a Taxing Jurisdiction as a result of a reduction in the Reserve Requirement resulting from the redemption of the Local Obligations relating to such Taxing Jurisdiction and the Bonds so redeemed in connection therewith, or (iv) when amounts in certain accounts of the Reserve Fund are transferred to the Interest Account and the Principal Account as a credit against the payments due on the Local Obligations on the transfer dates specified below.

If the amounts in the Interest Account or the Principal Account of the Revenue Fund are insufficient to pay the principal of or interest on the Bonds when due, the Trustee shall withdraw from the applicable Reserve Account or Reserve Accounts an amount equal to the deficiency resulting from the delinquency in the payment of scheduled debt service on the applicable series of Local Obligations and transfer such amount to the Interest Account, the Principal Account of the Revenue Fund or both, as applicable. If there are insufficient funds on deposit in a Reserve Account to cover a deficiency resulting from the delinquency in the payment of scheduled debt service on the applicable series of Local Obligations, the Trustee shall withdraw from each of the other Reserve Accounts a share of such insufficiency based upon the proportion of the amount in a Reserve Account to the total amount on deposit in the Reserve Fund and transfer such amounts to the Interest Account, the Principal Account of the Revenue Fund or both, as applicable.

Upon the transfer by the Trustee to the Reserve Fund of delinquent Revenues, such Revenues shall be allocated to the Reserve Accounts as follows:

First, to the Reserve Account for any series of Local Obligations, other than the Reserve Account to which such delinquent Revenues relate, that amount necessary to increase the amount on deposit in such account to the Reserve Requirement on a Proportionate Share basis if the deficiency in the amount on deposit in such account resulted from draws on such account due to delinquencies in the payment of scheduled debt service on that series of Local Obligations from which the Local Obligations Delinquency Revenues were received. In the event that such delinquent Revenues are not sufficient to increase the amount on deposit in

each of the applicable Reserve Accounts to the Reserve Requirement, a Proportionate Share of such delinquent Revenues shall be deposited in each such Reserve Account.

Second, after increasing the amount on deposit in each applicable Reserve Account to the applicable Proportionate Share of the Reserve Requirement pursuant to the first step, to the Reserve Account for the series of Local Obligations from which the delinquent Revenues were received that amount necessary to replenish the amount on deposit in such Reserve Account to the applicable Proportionate Share of the Reserve Requirement.

Third, after making all deposits pursuant to the first and second steps, the remaining delinquent Revenues, if any, shall be transferred to the Revenue Fund.

When amounts in an Account of the Reserve Fund are sufficient to repay the remaining principal and interest due on the related Local Obligations that will be applied to the Bonds, such amounts will be transferred to the Interest Account and the Principal Account as a credit against the payments due on such Local Obligations, with the amount transferred from an Account being deposited first to the Interest Account as a credit on the interest due on such Local Obligations on such date and the balance being deposited to the Principal Account as a credit on the principal due on such Local Obligations on such date.

Surplus Fund

Any amounts transferred to the Surplus Fund will no longer be considered Revenues and will not be pledged to repay the Bonds. So long as Local Obligations are outstanding, on September 1 of each year after setting aside any amount specified in a Request of the Authority as necessary to pay Administrative Expenses, all of the remaining balance, if any, in the Surplus Fund will (i) be transferred by the Trustee to the City for credit to the special tax fund of the District, and the District shall be credited a percentage of the total amount available on each September 1 that is equal to the percentage that its outstanding Local Obligations represent of all outstanding Local Obligations held by the Trustee as of the date of disbursement, or (ii) as set forth in a Request of the City be applied to the redemption of Local Obligations pursuant to the terms of the Local Obligations Indenture with the District to be credited a percentage of the total amount available on each September 1 that is equal to the percentage which its outstanding Local Obligations represents of all outstanding Local Obligations held by the Trustee as of the date of disbursement.

In the event that the Local Obligations have been prepaid or defeased in whole or in part, then such credit shall be applied based on a Certificate of an Independent Financial Consultant prepared at the direction of the Authorized Representative of the City. In the event the District is no longer obligated to levy Special Taxes to repay Local Obligations, then any amounts in the Surplus Fund may be used by the Authority for any lawful purpose, including, but not limited to, the payment of expenses of the Authority, the City or the District relating to the Bonds, the Local Obligations, the District, or any other purpose as specified in a Request of the Authority delivered to the Trustee.

No Additional Bonds Except to Refund Bonds

The Authority may issue Additional Bonds secured on a parity with the Bonds ("Additional Bonds"), in such principal amount as shall be determined by the Authority, pursuant to a Supplemental Indenture adopted or entered into by the Authority, but only for the purpose of refunding the Bonds or Additional Bonds.

Additional Bonds may only be issued subject to the following conditions precedent established by the Indenture:

(a) The Authority shall be in compliance with all covenants set forth in the Indenture and all Supplemental Indentures.

(b) The proceeds of such Additional Bonds will be applied to accomplish a refunding of all or a portion of the Bonds or any Additional Bonds Outstanding.

(c) The Supplemental Indenture providing for the issuance of such Additional Bonds must provide that interest thereon will be payable on September 1 and March 1, and principal thereof will be payable on September 1 in any year in which principal is payable.

(d) Prior to the delivery of any Additional Bonds, a written certificate must be provided to the Authority and the Trustee by an Independent Financial Consultant which certifies that the Annual Debt Service in each Bond Year on the Additional Bonds does not exceed the Annual Debt Service in each Bond Year on the Bonds defeased or redeemed with the proceeds of such Additional Bonds.

(e) The Supplemental Indenture providing for the issuance of Additional Bonds may provide for the establishment of separate funds and accounts.

(f) No Event of Default has occurred and be continuing with respect to the Bonds or any of the Local Obligations.

(g) The Authority will deliver to the Trustee a written Certificate of the Authority certifying that the conditions precedent to the issuance of such Additional Bonds set forth in subsections (a), (b), (c), (d) and (f) above have been satisfied and that, upon the issuance of such Additional Bonds an amount equal to the Reserve Requirement, as adjusted (if necessary) to reflect the issuance of such Additional Bonds will be on deposit in the Reserve Fund.

SECURITY FOR THE LOCAL OBLIGATIONS

General

Each Local Obligation is a limited obligation of the District payable solely from Net Special Taxes (defined below) collected in the applicable Taxing Jurisdiction and amounts deposited by the District in the applicable Special Tax Fund. The District's limited obligation to pay the principal of, premium, if any, and interest on the applicable Local Obligations from Net Special Taxes collected in the applicable Taxing Jurisdiction and amounts in the applicable Special Tax Fund is absolute and unconditional.

No Local Obligation (and no Parity Bonds issued under the Local Obligation Bond Indenture relating to the Local Obligations, each a "Local Obligation Parity Bond") is 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 Special Taxes collected in the applicable Taxing Jurisdiction and other amounts in the applicable Special Tax Fund.

The Local Obligations are not cross-collateralized. In other words, Special Taxes collected in one Taxing Jurisdiction cannot be used to cover any shortfall in the payment of debt service on the Local Obligations of another Taxing Jurisdiction. However, the Reserve Fund held by the Trustee and funded at the Reserve Requirement will be available in the event of delinquent Revenues. See "SECURITY FOR THE BONDS — Reserve Fund" herein.

Except for the Net Special Taxes, neither the credit nor the taxing power of the District or the City is pledged for the payment of the Local Obligations or related interest, and no Owner of the Bonds may compel the exercise of taxing power by the District or the forfeiture of any of its property. The principal of and interest on the Local Obligations and premiums upon the redemption thereof, if any, are not a debt of the District or the City, the State of California or any of its political subdivisions within the meaning of any constitutional or statutory limitation or restriction.

Special Taxes; Gross Special Taxes; Net Special Taxes

The “Special Taxes” for each Taxing Jurisdiction are levied and collected according to the rate and method of apportionment (each, a “Rate and Method”) established for such Taxing Jurisdiction. See Appendix A — “INFORMATION REGARDING THE TAXING JURISDICTIONS” and Appendix D — “RATES AND METHODS OF APPORTIONMENT OF SPECIAL TAXES FOR THE TAXING JURISDICTIONS.”

The “Net Special Taxes” pledged by the District to each Local Obligations (and any related Local Obligation Parity Bonds) is defined in the Local Obligation Bond Indentures as “Gross Special Taxes” minus amounts set aside to pay Priority Administrative Expenses.

“Gross Special Taxes” is defined in each Local Obligation Bond Indenture as the amount of all Special Taxes received by the District, together with the net amounts collected from the redemption of delinquent Special Taxes, including the penalties and interest thereon and from the sale of property sold as a result of the foreclosure of the lien of the Special Taxes resulting from the delinquency in the payment of such Special Taxes due and payable on such property.

“Priority Administrative Expenses” are annual Administrative Expenses of the District payable from Gross Special Taxes from each Improvement Area, which expenses total up to \$30,000 for each Improvement Area in each Fiscal Year, except for Improvement Area No. 9, which expects Administrative Expenses to be no greater than \$20,000.00 in each Fiscal Year.

The District may, in its sole discretion, fund additional Administrative Expenses for each Improvement Area, without limitation, from Special Taxes collected within each Improvement Area not otherwise required to be transferred to the District Trustee and from moneys held in the Administrative Expense Fund.

The District covenants in each Local Obligation Bond Indenture that it will receive all Net Special Taxes in trust for the Owners of the related Local Obligations, and will instruct the Treasurer to deposit Net Special Taxes with the District Trustee as required by the applicable Local Obligation Bond Indenture, and the District shall have no beneficial right or interest in the amounts so deposited except as provided by the Local Obligation Bond Indenture.

Except for the portion of any prepayment of Special Taxes to be deposited into the Redemption Account established under the applicable Local Obligation Bond Indenture, the District Trustee under the Local Obligation Bond Indenture will, on each date on which the Special Taxes are received from the District, deposit the Special Taxes in the Special Tax Fund to be held in trust for the Authority as the owner of the related Local Obligations. The District Trustee will transfer the Special Taxes on deposit in the Special Tax Fund on the dates and in the amounts set forth in the Local Obligation Bond Indenture, in the following order of priority, to:

- (1) The Administrative Expense Fund;
- (2) The Interest Account of the Special Tax Fund;
- (3) The Principal Account of the Special Tax Fund;
- (4) The Authority for deposit in the Reserve Account as necessary to increase the amount therein to the District’s Proportionate Share of the Reserve Requirement;
- (5) The Redemption Account of the Special Tax Fund; and
- (6) The District Surplus Fund.

District Surplus Fund. Each Local Obligation Bond Indenture creates and establishes to be maintained by the District Trustee a Surplus Fund. As soon as practicable after each September 1, and in any event prior to each October 1, the District Trustee will transfer all remaining amounts in the Special Tax Fund to the Surplus Fund, unless on or prior to such date, it has received a Certificate of an Authorized Representative directing that certain amounts be retained in the Special Tax Fund because the District has included such amounts as being available in the Special Tax Fund in calculating the amount of the levy of Special Taxes for such Fiscal Year. The amounts in the Surplus Fund are not pledged to the repayment of the Local Obligations or any Parity Local Obligations and may be used by the District for any lawful purpose.

Collection of Special Taxes. The Special Tax is collected in the manner and at the same time as *ad valorem* property taxes are collected and is subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for *ad valorem* property taxes; provided, however, that the District may directly bill the Special Tax, and may collect Special Taxes at a different time or in a different manner as determined by the City Council.

10% Limitation on Increases in the Special Tax Levy as a Result of Delinquencies. However, under the Act as in effect at the time of formation of the Improvement Areas and under the applicable Rate and Methods, under no circumstances will the Special Taxes levied against any Assessor's Parcel of Residential Property within the applicable Improvement Area for which an occupancy permit for private residential use has been issued be increased by more than ten percent (10%) per fiscal year as a consequence of delinquency or default by the owner of any other Assessor's Parcel within such applicable Improvement Area. Therefore, even though the maximum Special Tax rates may allow for Special Tax increases greater than 10%, in the event of high delinquencies in an Improvement Area, the District could not increase the Special Taxes in such applicable Improvement Area in the fiscal year following such delinquencies by more than 10% on the residential units. See "SPECIAL RISK FACTORS — Special Tax Delinquencies."

Local Obligation Parity Bonds

Each Local Obligation Bond Indenture authorizes the District to issue additional bonds secured by Net Special Taxes on a parity with the related Local Obligations but only for the purpose of refunding all or a portion of the applicable Local Obligations or Local Obligation Parity Bond. Local Obligations shall only be refunded if a corresponding amount of Bonds is refunded. For a description of the conditions established in each Local Obligation Bond Indenture for the issuance of Local Obligation Parity Bonds, see Appendix B — "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS."

Priority of Lien

Each installment of the Special Taxes and any interest and penalties thereon, constitutes a lien on the parcel of land on which it was imposed until the same is paid. Such lien is co-equal to and independent of the lien for general taxes, any other community facilities district special taxes. See "THE TAXING JURISDICTIONS — The Taxing Jurisdictions in the Aggregate" herein.

Covenants of the District

In each Local Obligation Bond Indenture, the District covenants as follows, among other things:

Punctual Payment. It will duly and punctually pay or cause to be paid the principal of and interest on each related Local Obligation (and any related Local Obligation Parity Bond) issued under its Local Obligation Bond Indenture, together with the premium, if any to the extent that Net Special Taxes and other amounts pledged under the Local Obligation Bond Indenture are available therefor.

Against Encumbrance. It will not mortgage or otherwise encumber, pledge or place any charge upon any of the Net Special Taxes except as provided in the related Local Obligation Bond Indenture, and will not

issue any obligation or security having a lien or charge upon the Net Special Taxes superior to or on a parity with the related Local Obligations (other than related Local Obligation Parity Bonds). Nothing in the Local Obligation Bond Indenture prevents the District from issuing or incurring indebtedness which is payable from a pledge of Net Special Taxes which is subordinate in all respects to the pledge of Net Special Taxes to repay the related Local Obligations and the related Local Obligation Parity Bonds.

Levy of Special Tax. So long as any Local Obligations or Local Obligation Parity Bonds are Outstanding, the legislative body of the District will levy the related Special Tax (taking into consideration reasonably anticipated delinquencies) in an amount sufficient, together with other amounts on deposit in the Special Tax Fund and available for such purpose, to pay the principal of and interest on such Local Obligations and any such Local Obligation Parity Bonds when due, the applicable Administrative Expenses and any amounts required to replenish such District's allocable share of the Reserve Requirement resulting from the delinquency in the payment of scheduled debt service on the Local Obligations or Local Obligation Parity Bonds (the "Special Tax 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 related Local Obligations and any related Local Obligation Parity Bonds are outstanding.

Commence Foreclosure Proceedings. The District covenants for the benefit of the Owners of the Local Obligations and any Parity Local Obligations that it (i) will commence judicial foreclosure proceedings against parcels with delinquent Special Taxes in excess of \$2,500 by the October 1 following the close of each Fiscal Year in which such Special Taxes were due, (ii) will commence judicial foreclosure proceedings against all parcels with delinquent Special Taxes by the October 1 following the close of each fiscal year in which it receives Special Taxes in an amount which is less than 95% of the total Special Tax levied and the amount on deposit in the Reserve Account is at less than the Reserve Requirement, and (iii) will diligently pursue such foreclosure proceedings until the delinquent Special Taxes are paid.

The District may, but is not obligated to, advance funds from any source of legally available funds in order to maintain any Reserve Account of the Reserve Fund. The District may treat any delinquent Special Tax sold to an independent third-party or to any funds of the City for at least 100% of the delinquent amount as having been paid. Proceeds of any such sale up to 100% of the delinquent amount will be deposited in the applicable Special Tax Fund. See "SPECIAL RISK FACTORS -- Special Tax Delinquencies" herein for a discussion of the City's current foreclosure proceedings.

The District covenants that it will deposit the net proceeds of any foreclosure and any other Delinquency Proceeds in the applicable Special Tax Fund and will apply such proceeds remaining after the payment of Administrative Expenses to pay any delinquent installments of principal and interest on the applicable Local Obligations and any Local Obligation Parity Bonds and to make current payments of principal and interest on the applicable Local Obligations and any Local Obligation Parity Bonds, and to replenish any draw on the applicable Reserve Account resulting from the delinquency in the payment of scheduled debt service on the applicable Local Obligations and any Local Obligation Parity Bonds.

Reduction of Maximum Special Taxes. The District shall find and determine under each Local Obligation Bond Indenture 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 shall determine under each Local Obligation Bond Indenture that a reduction in the maximum Special Tax rates authorized to be levied on parcels in the applicable Improvement Area below the levels provided under the Local Obligation Bond Indenture would interfere with the timely retirement of the Local Obligations and Parity Local Obligations. The District shall determine it to be necessary in order to preserve the security for the Local Obligations and Parity Local Obligations to covenant, and, to the maximum extent that the law permits it to do so, the District does covenant, that it shall not initiate proceedings to reduce

the maximum Special Tax rates in each Improvement Area, unless, in connection therewith, (i) the District receives a certificate from one or more Independent Financial Consultants which, when taken together, certify that, on the basis of the parcels of land and improvements existing in the applicable Improvement Area as of the July 1 preceding the reduction, the maximum amount of the Special Tax which may be levied on then existing taxable property in each Bond Year for any Local Obligations and Parity Local Obligations Outstanding will equal at least the sum of the Priority Administrative Expenses for such Bond Year plus 110% of the gross debt service in such Bond Year on all Bonds and Parity Bonds to remain Outstanding after the reduction is approved, (ii) the District finds that any reduction made under such conditions will not adversely affect the interests of the Owners of the Local Obligations and Parity Local Obligations, and (iii) the District is not delinquent in the payment of the principal of or interest on the Local Obligations or any Parity Local Obligations.

Special Taxes Are Not Within Teeter Plan

The Special Taxes are not encompassed within the alternate procedure for the distribution of certain property tax levies on the secured roll pursuant to Chapter 3, Part 8, Division 1 of the California Revenue and Taxation Code (Section 4701 et seq.), commonly referred to as the "Teeter Plan." The County of Riverside (the "County") has adopted a Teeter Plan under which a tax distribution procedure is implemented and secured roll taxes are distributed to taxing agencies within the County on the basis of the tax levy, rather than on the basis of actual tax collections. However, by policy, the County does not include special taxes, assessments or assessments in its Teeter Plan. The Special Taxes of the District are not included in the County's Teeter Plan.

THE DISTRICT

The District was formed by the City on August 11, 1993, and its improvement areas are located throughout the City.

THE TAXING JURISDICTIONS

The Taxing Jurisdictions in the Aggregate

Introduction. Set forth under this caption is certain information describing the Taxing Jurisdictions in the aggregate and separate sections on each of them. Although the Authority believes the information with respect to the Taxing Jurisdictions, in the aggregate, is relevant to an informed decision to purchase the Bonds, investors should be aware that the debt service on one Local Obligation may not be used to make up any shortfall in the debt service on another Local Obligation. Moreover, the parcels in each Taxing Jurisdiction are taxed according to the applicable Rate and Method, and the applicable Special Taxes may only be applied to pay the debt service on the Local Obligations related to the Taxing Jurisdiction in which such Special Taxes are levied and not on the debt service of any other Local Obligations.

Potential investors should further be aware that Special Taxes are levied against individual parcels within each Taxing Jurisdiction and that any such parcel may have a value-to-lien ratio less than the overall value-to-lien ratio for such Taxing Jurisdiction and less than the value-to-lien ratio of the Taxing Jurisdictions in the aggregate.

Property Values & Development Status. The most recent aggregate assessed value reported by the County Assessor for the property in the Taxing Jurisdictions for the Fiscal Year 2018-19 was \$249,171,961. With the exception of 2 undeveloped parcels in Improvement Area No. 3, each of the Taxing Jurisdictions is built-out, with a total of 972 single family residences. The District is not aware of any plans to develop these two parcels in the future.

Value-To-Lien Ratios. The aggregate assessed value of all of the taxable property in the Taxing Jurisdictions, as established by the County Assessor for Fiscal Year 2018-19, was \$249,171,961. The aggregate principal amount of the Local Obligations is \$5,625,000*. The following tables set forth the aggregate assessed value-to-lien ratios of all the taxable property in the Taxing Jurisdictions based on Fiscal Year 2018-19 assessed values in each of the Taxing Jurisdictions and the principal amount of the Local Obligations. Table 3 presents such information by Taxing Jurisdiction and Table 4 presents such information by value-to-lien range.

* Preliminary, subject to change.

TABLE 3

**BEAUMONT PUBLIC IMPROVEMENT AUTHORITY
THE TAXING JURISDICTIONS IN AGGREGATE
PROJECTED ASSESSED VALUE-TO-LIEN RATIOS
FISCAL YEAR 2019-20**

<i>Community Facilities District No. 93-1 Improvement Area</i>	<i>Parcels</i>	<i>Projected Fiscal Year 2019-20 Special Tax Levy⁽¹⁾</i>	<i>Percent of Projected Fiscal Year 2019- 20 Levy*</i>	<i>Fiscal Year 2019-20 Assigned Special Tax</i>	<i>Percent of Total Assigned Special Tax</i>	<i>Fiscal Year 2018-19 Assessed Value</i>	<i>Percent of Fiscal Year 2018-19 Assessed Value</i>	<i>Allocation of Bonds*</i>	<i>Percent of Bonds*</i>	<i>Aggregate Value-to-Lien Ratio⁽¹⁾*</i>
Improvement Area 3	511	\$255,679	34.89%	\$ 465,271	40.29%	\$134,700,132	54.06%	\$2,120,000	37.69%	63.54:1
Improvement Area 9	69	67,128	9.16	70,666	6.12	16,391,108	6.58	390,000	6.93	42.03:1
Improvement Area 10A	146	170,926	23.32	224,879	19.47	36,757,649	14.75	1,390,000	24.71	26.44:1
Improvement Area 11	140	121,923	16.64	239,341	20.72	34,018,678	13.65	860,000	15.29	39.56:1
Improvement Area 12A	106	117,254	16.00	154,727	13.40	27,304,394	10.96	865,000	15.38	31.57:1
Total	972	\$732,911	100.00%	\$ 1,154,882	100.00%	\$249,171,961	100.00%	\$5,625,000	100.00%	44.30:1

* Preliminary, subject to change.

⁽¹⁾ Aggregate Value-to-Lien based on the principal amount of the Local Obligations.

Source: Webb Municipal Finance, LLC.

TABLE 4

**BEAUMONT PUBLIC IMPROVEMENT AUTHORITY
VALUE-TO-LIEN STRATIFICATION BASED ON
PROJECTED ASSESSED VALUE OF THE TAXING JURISDICTIONS IN THE AGGREGATE
FISCAL YEAR 2019-20***

Assessed Value-to-Lien ⁽¹⁾	No. of Parcels	Percent of Total Parcels	Projected Fiscal Year 2019-20 Special Tax Levy ⁽²⁾	Percent of Projected Fiscal Year 2019-20 Levy	Fiscal Year 2019-20 Assigned Special Tax	Percent of Assigned Special Tax	Fiscal Year 2018-19 Assessed Value	Percent of Fiscal Year 2018-19 Assessed Value	Allocation of Bonds	Aggregate Value-to-Lien
Less than 20.00:1 ⁽³⁾	21	2.16%	\$ 24,472	3.34%	\$ 32,206	2.79%	\$ 3,511,170	1.41%	\$ 197,329	17.79:1
20.00:1 to 29.99:1	151	15.53	170,120	23.21	243,593	21.09	33,076,325	13.27	1,303,234	25.38:1
30.00:1 to 39.99:1	178	18.31	189,862	25.91	267,773	23.19	47,769,585	19.17	1,400,516	34.11:1
40.00:1 to 49.99:1	145	14.92	97,682	13.33	163,384	14.15	32,007,364	12.85	713,621	44.85:1
50.00:1 to 59.99:1	180	18.52	102,062	13.93	176,215	15.26	42,840,447	17.19	786,645	54.46:1
60.00:1 to 69.99:1	117	12.04	58,453	7.98	106,786	9.25	31,382,381	12.59	481,061	65.24:1
70.00:1 to 79.99:1	102	10.49	51,383	7.01	94,127	8.15	31,240,651	12.54	420,665	74.26:1
Greater than 79.99:1 ⁽³⁾	78	8.02	38,878	5.30	70,799	6.13	27,344,038	10.97	321,930	84.94:1
Total	972	100.00%	\$ 732,911	100.00%	\$ 1,154,882	100.00%	\$ 249,171,961	100.00%	\$ 5,625,000	44.30:1

* Preliminary, subject to change.

(1) Assessed Value-to-Lien based upon the principal amount of the Local Obligations.

(2) Minimum estimated Value-to-Lien is 13.91:1.

(3) Maximum estimated Value-to-Lien is 120.28:1.

Source: Webb Municipal Finance, LLC.

The projected average effective tax rate for the parcels within the Taxing Jurisdictions ranges from 1.70%* to 1.94%*.

Top Taxpayers within the Taxing Jurisdictions. No single individual owner owns more than two parcels within any one Taxing Jurisdiction, and no single taxpayer is projected to be responsible for more than 5.80% of Fiscal Year 2019-20 Special Taxes within any one Taxing Jurisdiction. See Appendix A — “INFORMATION REGARDING THE TAXING JURISDICTIONS.”

Delinquencies. Special Taxes were levied against 972 parcels in the Taxing Jurisdictions in Fiscal Year 2018-19. As of April 25, 2019, approximately 1.75% of the property owners were delinquent in the payment of the Fiscal Year 2018-19 Special Tax levy. For the Special Tax levies, collections and delinquency rates for the last five fiscal years in each of the Taxing Jurisdictions see Appendix A — “INFORMATION REGARDING THE TAXING JURISDICTIONS.”

The Local Obligations

The table below summarizes the final maturity dates of the Local Obligations and the principal amount of each Local Obligation. For a description of the total debt service on the Bonds provided by each Local Obligation, see Table 2 under the heading “THE BONDS – Estimated Debt Service Schedules: Bonds and Local Obligations” herein.

Table 5

**Beaumont Public Improvement Authority
Summary of the Local Obligations**

<i>District</i>	<i>Maturity Date (September 1)</i>	<i>Principal Amount*</i>
Improvement Area No. 3	2032	\$ 2,120,000
Improvement Area No. 11	2032	860,000
Improvement Area No. 9	2032	390,000
Improvement Area No. 10A	2032	1,390,000
Improvement Area No. 12A	2032	<u>865,000</u>
Total		\$ 5,625,000

* Preliminary, subject to change.

SPECIAL RISK FACTORS

The purchase of the Bonds involves significant risks and is not a suitable investment for all investors. The following is a discussion of certain risk factors which should be considered, in addition to other matters set forth herein, in evaluating the investment quality of the Bonds. This discussion does not purport to be comprehensive or definitive and does not purport to be a complete statement of all factors which may be considered as risks in evaluating the credit quality of the Bonds. The occurrence of one or more of the events discussed herein could adversely affect the ability or willingness of property owners in the Taxing Jurisdictions to pay their Special Taxes when due. Such failures to pay Special Taxes could result in the inability of the Taxing Jurisdictions to make full and punctual payments of debt service on the Local Obligations which comprise the Revenue available to pay debt service on the Bonds. In addition, the occurrence of one or more of the events discussed herein could adversely affect the value of the property in the Taxing Jurisdictions. See “—Property Values” and “— Limited Secondary Market.”

Risks of Real Estate Secured Investments Generally

Because the timely payment of debt service on the Bonds will be dependent upon the timely payment of the Local Obligations and the timely payment of the Local Obligations will be dependent upon the timely payment of Special Taxes, which are secured ultimately by the Taxable Property within the Taxing Jurisdictions, the Bond Owners will be subject to the risks generally incident to an investment secured by real estate, including, without limitation, (i) adverse changes in local market conditions, such as changes in the market value of real property in and around the vicinity of the Taxing Jurisdictions, the supply of or demand for competitive properties in such area, and the market value of residential property or buildings and/or sites in the event of sale or foreclosure; (ii) changes in real estate tax rates and other operating expenses, governmental rules (including, without limitation, zoning laws and laws relating to endangered species and hazardous materials) and fiscal policies; (iii) natural disasters (including, without limitation, earthquakes, wildfires, floods, drought and windstorms), which may result in uninsured losses; and (iv) adverse changes in local market conditions.

Tax Cuts and Jobs Act

H.R. 1 of the 115th U.S. Congress, known as the “Tax Cuts and Jobs Act,” was enacted into law on December 22, 2017 (the “Tax Act”). The Tax Act makes significant changes to many aspects of the Code. For example, the Tax Act reduces the amount of mortgage interest expense and state and local income tax and property tax expense that individuals may deduct from their gross income for federal income tax purposes, which could increase the cost of home ownership within the District. However, neither the City nor the District can predict the effect that the Tax Act may have on the cost of home ownership or the price of homes in the District or the ability or willingness of homeowners to pay Special Taxes or property taxes.

The Bonds are Limited Obligations of the Authority

The Bonds are limited obligations of the Authority payable only from amounts pledged under the Indenture, which consist primarily of payments made to the Trustee on the Local Obligations and amounts in the Reserve Fund. Funds for the payment of the principal of and the interest on the Local Obligations are derived only from payments of Special Taxes. The amount of Special Taxes that are collected could be insufficient to pay principal of and interest on the Local Obligations due to non-payment of the Special Taxes levied or due to insufficient proceeds received from a judicial foreclosure sale of land within the Taxing Jurisdictions following delinquency. The District’s legal obligation with respect to any delinquent Special Taxes is limited to the institution of judicial foreclosure proceedings under certain circumstances with respect to any parcels for which Special Taxes is delinquent. The Bonds cannot be accelerated in the event of any default.

Failure by owners of the parcels within the Taxing Jurisdictions to pay Special Tax installments when due, delay in foreclosure proceedings, or the inability of the District to sell parcels which have been subject to foreclosure proceedings for amounts sufficient to cover the delinquent installments of Special Taxes levied against such parcels may result in the inability of the District to make full or timely payments of debt service on the Local Obligations, which may, in turn, result in the depletion of the Reserve Fund and the inability of the Authority to make full or timely payment on the Bonds.

No Obligation of the City

The Local Obligations and the interest thereon, and in turn, the Bonds, are not payable from the general funds of the City. Except with respect to the Special Taxes, neither the credit nor the taxing power of the District or the City is pledged for the payment of the Local Obligations or the interest thereon, and except to compel a levy of the Special Taxes securing the Local Obligations, no Owner of the Bonds may compel the exercise of any taxing power by the District or the City or force the forfeiture of any property of the City or the District. The principal of, premium, if any, and interest on the Bonds are not a debt of the City or the District or a legal or equitable pledge, charge, lien or encumbrance upon any of the City's or the District's property or upon any of the City's or the District's income, receipts or revenues, except the Revenues and other amounts pledged under the Indenture.

No Cross-Collateralization Between Taxing Jurisdictions

The Local Obligations are not cross-collateralized. In other words, the Special Taxes from one Taxing Jurisdiction cannot be used directly to cover any shortfall in the payment of debt service on the Local Obligations of another Taxing Jurisdiction. However, all amounts in the Reserve Fund are available to pay debt service on the Bonds if the amounts in the Interest Account or the Principal Account of the Revenue Fund are insufficient to pay the principal of or interest on the Bonds when due. See the caption "SECURITY FOR THE BONDS — Reserve Fund."

Potential Early Redemption of Bonds from Prepayments or Other Sources

Property owners within the Taxing Jurisdictions are permitted to prepay their Special Taxes at any time. Such prepayments will result in a redemption of Local Obligations on the first March 1 or September 1 which is more than 30 days following the receipt of the prepayment. The proceeds of the Local Obligations so redeemed will then be used to make a mandatory redemption of the Bonds. The Bonds will be called on a pro rata basis from the proceeds of the Local Obligations redeemed from prepayments. Such mandatory redemption of Bonds that were purchased at a price greater than par could reduce the otherwise expected yield on such Bonds. See "THE BONDS — Redemption — *Special Redemption*."

Property Values

The value of property within the Taxing Jurisdictions is an important factor in evaluating the investment quality of the Bonds. In the event that a property owner defaults in the payment of Special Tax installment, a District's only remedy is to judicially foreclose on that property. Prospective purchasers of the Bonds should not assume that the property within the Taxing Jurisdictions could be sold for the assessed values or minimum market values described herein at a foreclosure sale for delinquent Special Tax installments or for an amount adequate to pay delinquent Special Tax installments.

The assessed values set forth in this Official Statement do not represent market values arrived at through an appraisal process and generally reflect only the sales price of a parcel when acquired by its current owner, increased or decreased annually by an amount determined by the Riverside County Assessor based on current market conditions, generally not to exceed an increase of more than 2% per fiscal year from the date of purchase (except in the case of new construction subsequent to such acquisition). No assurance can be given that a parcel could actually be sold for its assessed value.

The actual market value of the property is subject to future events such as downturn in the economy, occurrences of certain acts of nature and the decisions of various governmental agencies as to land use, all of which could adversely impact the value of the land in the Taxing Jurisdictions which is the security for the Local Obligations, which secure the Bonds. As discussed herein, many factors could adversely affect property values or prevent or delay further land development within the Taxing Jurisdictions.

Natural Disasters

The land within the Taxing Jurisdictions, like all California communities, may be subject to unpredictable seismic activity, fires, floods, or other natural disasters. Southern California is a seismically active area. Seismic activity represents a potential risk for damage to buildings, roads, and property within the Taxing Jurisdictions. In addition, land susceptible to seismic activity may be subject to liquefaction during the occurrence of such event. The property within the Taxing Jurisdictions is not located in an Alquist Priolo Earthquake Study Zone though it is located in close proximity to the San Andreas Fault. The Taxing Jurisdictions are not located in a flood plain area.

In recent years, wildfires have caused extensive damage throughout the State. In some instances, entire neighborhoods have been destroyed. Several of the fires that occurred in recent years damaged or destroyed property in areas that were not previously considered to be at risk from such events. Some commentators believe that climate change will lead to even more frequent and more damaging wildfires in the future. Additionally, wildfires increase the risk of mudslides in areas like the Taxing Jurisdictions that are surrounded by hillsides. In general, property damage due to wildfire or mudslides could result in a significant decrease in the market value of property in the Taxing Jurisdictions and in the ability or willingness of property owners to pay Special Taxes.

Western Riverside County, in which the Taxing Jurisdictions are located, has previously experienced large scale wildfires that resulted in the destruction of homes and businesses. According to the City's Municipal Code, which incorporates portions of the County's Ordinance 787 and the California Fire Code by reference, none of the Taxing Jurisdictions are located in a Very High Fire Hazard Severity Zone. More information regarding Fire Hazard Severity Zones, including the most recent Fire Hazard Severity Zone Maps, can be found at the California Department of Forestry and Fire Protection website at <http://frap.fire.ca.gov/index>, though such website is not incorporated herein by reference. Homeowner's insurance is available to property owners within the Taxing Jurisdictions, and the coverage provided by such insurance typically insures against fire damage, although there is no assurance that homeowners within the Taxing Jurisdictions will purchase or maintain such insurance.

In the event of a severe earthquake, fire, flood or other natural disaster, there may be significant damage to both property and infrastructure in the Taxing Jurisdictions. As a result, a substantial portion of the property owners may be unable or unwilling to pay the Special Taxes when due. In addition, the value of land in the Taxing Jurisdictions could be diminished in the aftermath of such a natural disaster, reducing the resulting proceeds of foreclosure sales in the event of delinquencies in the payment of the Special Taxes.

Hazardous Substances

The value of a parcel may be reduced as a result of the presence of a hazardous substance. In general, the owners and operators of a parcel 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 the most well-known and widely applicable of these laws, but California laws with regard to hazardous substances are also 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 taxed parcels 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, it is possible that liabilities may arise in the future with respect to any of the parcels resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but which 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 which 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 a parcel that is realizable upon a delinquency.

None of the Authority, the District or the City has knowledge of any hazardous substances being located on the property within the Taxing Jurisdictions; however, such entities have not conducted any investigation with respect to hazardous substances within the Taxing Jurisdictions.

Parity Taxes and Special Assessments

Property within the Taxing Jurisdictions is subject to taxes and other charges levied by several other public agencies. See the discussion of direct and overlapping indebtedness under the heading Appendix A — “INFORMATION REGARDING THE TAXING JURISDICTIONS.” Neither the Authority, the District nor the City has control over the ability of other entities and districts to issue indebtedness secured by special taxes or assessments payable from all or a portion of the property within the Taxing Jurisdictions.

The Special Taxes and any penalties thereon will constitute a lien against the lots and parcels of land on which they will be annually imposed until they are paid. Such lien is on a parity with the lien of all special taxes and special assessments levied by other agencies and is co-equal to and independent of the lien for general *ad valorem* property taxes regardless of when they are imposed upon the same property. The Special Taxes have priority over all existing and future private liens imposed on the property. See “— Bankruptcy and Foreclosure” below.

None of the Authority, the District or the City has control over the ability of other entities and districts to issue indebtedness secured by special taxes, *ad valorem* taxes or assessments payable from all or a portion of the property within the Taxing Jurisdictions. In addition, the landowners within the Taxing Jurisdictions may, without the consent or knowledge of the Authority, the District or the City, petition other public agencies to issue public indebtedness secured by special taxes, *ad valorem* taxes or assessments. Any such special taxes, *ad valorem* taxes or assessments may have a lien on such property on a parity with the Special Taxes and could reduce the estimated value-to-lien ratios for property within the Taxing Jurisdictions described in this Official Statement.

Payment of the Special Tax is not a Personal Obligation of the Owners

An owner of a taxable parcel is not personally obligated to pay the Special Tax. Rather, the Special Tax is an obligation which is secured only by a lien against the taxable parcel. If the proceeds received from the sale of a taxable parcel following a Special Tax delinquency are not sufficient, taking into account other liens imposed by public agencies, to pay the full amount of the Special Tax delinquency, the District has no recourse against the owner of the parcel.

Disclosures to Future Purchasers

The willingness or ability of an owner of a parcel to pay the Special Tax may be affected by whether or not the owner was given due notice of the Special Tax authorization at the time the owner purchased the parcel, was informed of the amount of the Special Tax on the parcel should the Special Tax be levied at the maximum tax rate and the risk of such a levy and, at the time of such a levy, has the ability to pay it as well as

pay other expenses and obligations. The City has caused a notice of the Special Tax that may be levied against the taxable parcels in each Tax Jurisdiction to be recorded in the Office of the Recorder for the County. While title companies normally refer to such notices in title reports, there can be no guarantee that such reference will be made or, if made, that a prospective purchaser or lender will consider such Special Tax obligation in the purchase of a property within the Taxing Jurisdictions or lending of money thereon.

The Mello-Roos Act requires the subdivider (or its agent or representative) of a subdivision to notify a prospective purchaser or long-term lessor of any lot, parcel, or unit subject to a 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 the above requirements, or failure by a purchaser or lessor to consider or understand the nature and existence of the Special Tax, could adversely affect the willingness and ability of the purchaser or lessor to pay the Special Tax when due.

Special Tax Delinquencies

Under provisions of the Mello-Roos Act, the Special Taxes, from which funds necessary for the payment of principal of and interest on the Local Obligations and, thus, the Bonds are derived, are customarily billed to the properties within the District on the *ad valorem* property tax bills sent by the County to owners of such properties. The Mello-Roos Act currently provides that such Special Tax installments are due and payable, and bear the same penalties and interest for non-payment, as do *ad valorem* property tax installments.

See the delinquency tables in Appendix A — “INFORMATION REGARDING THE TAXING JURISDICTIONS” for the delinquency history of each Taxing Jurisdiction over the last five Fiscal Years.

See “SECURITY FOR THE LOCAL OBLIGATIONS — Covenants of the District — *Commence Foreclosure Proceedings*,” for a discussion of the provisions which apply, and procedures which the District is obligated to follow under the Local Obligation Bond Indentures, in the event of delinquencies in the payment of Special Taxes. See “— Bankruptcy and Foreclosure” below for a discussion of the policy of the Federal Deposit Insurance Corporation (the “FDIC”) regarding the payment of special taxes and assessment and limitations on the District’s ability to foreclose on the lien of the Special Taxes in certain circumstances.

The District has the authority and the obligation, subject to the Act and the maximum Special Tax rates set forth in each Rate and Method, to increase the levy of Special Taxes against non-delinquent property owners in the applicable Taxing Jurisdiction in the event other owners within such Taxing Jurisdiction are delinquent. Pursuant to each Rate and Method, under no circumstances may the Special Tax levied against any parcel for which an occupancy permit for private residential use has been issued be increased by more than 10% per fiscal year as a consequence of delinquency or default by the owner of any other parcel or parcels within the Taxing Jurisdiction. Thus, the District may not be able to increase Special Tax levies in future fiscal years by enough to make up for delinquencies for prior fiscal years. This would result in draws on the Reserve Fund, and if delinquencies continue and in the aggregate exceed the Reserve Fund balance, defaults would occur in the payment of principal and interest on the Bonds.

Insufficiency of Special Taxes

Notwithstanding that the maximum Special Taxes that may be levied in the Taxing Jurisdictions exceeds debt service due on the Local Obligations, the Special Taxes collected could be inadequate to make timely payment of debt service either because of nonpayment or because property becomes exempt from taxation.

The Rate and Method of Apportionment of Special Tax governing the levy of the Special Taxes within each Taxing Jurisdiction expressly exempts up to a specified number of acres of property owned by

public entities, homeowner associations, churches and other specified owners. If for any reason property within a Taxing Jurisdiction becomes exempt from taxation by reason of ownership by a non-taxable entity such as the federal government, another public agency or other organization determined to be exempt, subject to the limitations of the maximum authorized rates, the Special Tax will be reallocated to the remaining taxable properties within such Taxing Jurisdiction. This could result in certain owners of property paying a greater amount of the Special Tax and could have an adverse impact upon the ability and willingness of the owners of such property to pay the Special Tax when due.

The Mello-Roos Act provides that, if any property within a Taxing Jurisdiction not otherwise exempt from the Special Tax is acquired by a public entity through a negotiated transaction, or by gift or devise, the Special Tax will continue to be levied on and enforceable against the public entity that acquired the property. In addition, the Mello-Roos Act provides that, if property subject to the Special Tax is acquired by a public entity through eminent domain proceedings, the obligation to pay the Special Tax with respect to that property is to be treated as if it were a special assessment and be paid from the eminent domain award. The constitutionality and operation of these provisions of the Mello-Roos Act have not been tested in the courts. Due to problems of collecting taxes from public agencies, if a substantial portion of land within a Taxing Jurisdiction became owned by public agencies, collection of the Special Tax might become more difficult and could result in collections of the Special Tax which might not be sufficient to pay principal of and interest on the related Local Obligations when due, or if a substantial portion of land within a Taxing Jurisdiction became exempt from the Special Tax because of public ownership, or otherwise, the maximum Special Taxes which could be levied upon the remaining taxable property therein might not be sufficient to pay principal of and interest on the related Local Obligations when due, and in either case a default could occur with respect to the payment of such principal and interest, and, in turn, a default could occur in the payment of the principal and interest on the Bonds.

Moreover, under no circumstances may the Special Tax levied against any parcel for which an occupancy permit for private residential use has been issued within a Taxing Jurisdiction be increased by more than 10% per fiscal year as a consequence of delinquency or default by the owner of any other parcel or parcels within such Taxing Jurisdiction. Thus, the District may not be able to increase Special Tax levies in a Taxing Jurisdiction in future fiscal years by enough to make up for delinquencies within such Taxing Jurisdiction for prior fiscal years. This may result in draws on the Reserve Fund, and if delinquencies continue and in the aggregate exceed the Reserve Fund balance, defaults would occur in the payment of principal and interest on the Bonds. See "SECURITY FOR THE LOCAL OBLIGATIONS — Special Taxes; Gross Special Taxes; Net Special Taxes."

Risks Associated with Bond Insurance

In the event that the Authority defaults in the payment of principal of or interest on the Insured Bonds when due, the Owners of the Insured Bonds will have a claim under the Insurance Policy for such payments. See the caption "BOND INSURANCE." In the event that the Insurer becomes obligated to make payments on the Insured Bonds, no assurance can be given that such event will not adversely affect the market for the Insured Bonds. In the event that the Insurer is unable to make payments of principal of or interest on the Insured Bonds when due under the Insurance Policy, the Insured Bonds will be payable solely from Revenues and amounts that are held in certain funds and accounts established under the Indenture, as described under the caption "SECURITY FOR THE BONDS."

The long-term credit rating on the Insured Bonds is dependent in part on the financial strength of the Insurer and its claims-paying ability. The Insurer's financial strength and claims-paying ability are predicated upon a number of factors which could change over time. If the long-term ratings of the Insurer are lowered, such event could adversely affect the market for the Insured Bonds. See the caption "MISCELLANEOUS—Rating."

None of the Authority, the District, the City or the Underwriter has made an independent investigation of the claims-paying ability of the Insurer, and no assurance or representation regarding the financial strength or projected financial strength of the Insurer is being made by the Authority, the District, the City or the Underwriter in this Official Statement. Therefore, when making an investment decision with respect to the Insured Bonds, potential investors should carefully consider the ability of the Authority to pay principal and interest on the Insured Bonds, assuming that the Insurance Policy is not available to pay principal and interest on the Insured Bonds, and the claims-paying ability of the Insurer through final maturity of the Insured Bonds.

So long as the Insurance Policy remains in effect and the Insurer is not in default of its obligations thereunder, the Insurer has certain notice, consent and other rights under the Indenture and will have the right to control all remedies in the event of a default under the Indenture as to the Insured Bonds. The Insurer is not required to obtain the consent of the Owners of the Insured Bonds with respect to the exercise of remedies. See Appendix B.

FDIC/Federal Government Interests in Properties

General. The ability of the District to foreclose the lien of delinquent unpaid Special Tax installments may be limited with regard to properties in which the Federal Deposit Insurance Corporation (the "FDIC"), the Drug Enforcement Agency, the Internal Revenue Service, or other federal agency has or obtains an interest.

The supremacy clause of the United States Constitution reads as follows: "This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the contrary notwithstanding."

This means that, unless Congress has otherwise provided, if a federal governmental entity owns a parcel that is subject to Special Taxes within the Taxing Jurisdictions but does not pay taxes and assessments levied on the parcel (including Special Taxes), the applicable state and local governments cannot foreclose on the parcel to collect the delinquent taxes and assessments.

Moreover, unless Congress has otherwise provided, if the federal government has a mortgage interest in the parcel and the District wishes to foreclose on the parcel as a result of delinquent Special Taxes, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to pay delinquent taxes and assessments on a parity with the Special Taxes and preserve the federal government's mortgage interest. In *Rust v. Johnson* (9th Circuit; 1979) 597 F.2d 174, the United States Court of Appeal, Ninth Circuit held that the Federal National Mortgage Association ("FNMA") is a federal instrumentality for purposes of this doctrine, and not a private entity, and that, as a result, an exercise of state power over a mortgage interest held by FNMA constitutes an exercise of state power over property of the United States.

The District has not undertaken to determine whether any federal governmental entity currently has, or is likely to acquire, any interest (including a mortgage interest) in any of the parcels subject to the Special Taxes within the Taxing Jurisdictions, and therefore expresses no view concerning the likelihood that the risks described above will materialize while the Bonds are outstanding.

FDIC. In the event that any financial institution making any loan which is secured by real property within the Taxing Jurisdictions is taken over by the FDIC, and prior thereto or thereafter the loan or loans go into default, resulting in ownership of the property by the FDIC, then the ability of the District to collect interest and penalties specified by State law and to foreclose the lien of delinquent unpaid Special Taxes may be limited. The FDIC's policy statement regarding the payment of state and local real property taxes (the "Policy Statement") provides that property owned by the FDIC is subject to state and local real property taxes only if those taxes are assessed according to the property's value, and that the FDIC is immune from real property taxes assessed on any basis other than property value. According to the Policy Statement, the FDIC

will pay its property tax obligations when they become due and payable and will pay claims for delinquent property taxes as promptly as is consistent with sound business practice and the orderly administration of the institution's affairs, unless abandonment of the FDIC's interest in the property is appropriate. The FDIC will pay claims for interest on delinquent property taxes owed at the rate provided under state law, to the extent the interest payment obligation is secured by a valid lien. The FDIC will not pay any amounts in the nature of fines or penalties and will not pay nor recognize liens for such amounts. If any property taxes (including interest) on FDIC-owned property are secured by a valid lien (in effect before the property became owned by the FDIC), the FDIC will pay those claims. The Policy Statement further provides that no property of the FDIC is subject to levy, attachment, garnishment, foreclosure or sale without the FDIC's consent. In addition, the FDIC will not permit a lien or security interest held by the FDIC to be eliminated by foreclosure without the FDIC's consent.

The Policy Statement states that the FDIC generally will not pay non-*ad valorem* taxes, including special assessments, on property in which it has a fee interest unless the amount of tax is fixed at the time that the FDIC acquires its fee interest in the property, nor will it recognize the validity of any lien to the extent it purports to secure the payment of any such amounts. Special taxes imposed under the Act and a special tax formula which determines the special tax due each year are specifically identified in the Policy Statement as being imposed each year and therefore covered by the FDIC's federal immunity. The Ninth Circuit has issued a ruling on August 28, 2001 in which it determined that the FDIC, as a federal agency, is exempt from special taxes under the Act.

The District is unable to predict what effect the application of the Policy Statement would have in the event of a delinquency in the payment of Special Taxes on a parcel within the Taxing Jurisdictions in which the FDIC has or obtains an interest, although prohibiting the lien of the Special Taxes to be foreclosed out at a judicial foreclosure sale could reduce or eliminate the number of persons willing to purchase a parcel at a foreclosure sale. Such an outcome could cause a draw on the Reserve Account and perhaps, ultimately, if enough property were to become owned by the FDIC, a default in payment on the Bonds.

Bankruptcy and Foreclosure

In the event of a delinquency in the payment of the Special Taxes, the District, under certain circumstances, is required to commence enforcement proceedings as described under the heading "SECURITY FOR THE LOCAL OBLIGATIONS — Covenants of the District." However, prosecution of such proceedings could be delayed due to crowded local court calendars, dilatory legal tactics, or bankruptcy. It is also possible that the District will be unable to realize proceeds in an amount sufficient to pay the applicable delinquency. Moreover, the ability of the District to commence and prosecute enforcement proceedings may be limited by bankruptcy, insolvency and other laws generally affecting creditors' rights (such as the Soldiers' and Sailors' Relief Act of 1940) and by the laws of the State relating to judicial and non-judicial foreclosure. Although bankruptcy proceedings would not cause the liens of the Special Taxes to become extinguished, the amount and priority of any Special Tax liens could be modified if the value of the property falls below the value of the lien. If the value of the property is less than the lien, such excess amount could be treated as an unsecured claim by the bankruptcy court. In addition, bankruptcy of a property owner could result in a delay in the enforcement proceedings because federal bankruptcy laws provide for an automatic stay of foreclosure and tax sale proceedings. Any such delay could increase the likelihood of delay or default in payment of the principal of and interest on the Local Obligations, and the possibility of delinquent tax installments not being paid in full. The various legal opinions delivered in connection with the issuance of the Bonds, including Bond Counsel's approving legal opinion, are qualified as to the enforceability of the Bonds, the Indenture, the Local Obligations and the Local Obligation Bond Indentures by reference to bankruptcy, reorganization, moratorium, insolvency and other laws affecting the rights of creditors generally or against public corporations such as the District.

Funds Invested in the County Investment Pool

On January 24, 1996, the United States Bankruptcy Court for the Central District of California held that a State statute providing for a priority of distribution of property held in trust conflicted with, and was preempted by, federal bankruptcy law. In that case, the court addressed the priority of the disposition of moneys held in a county investment pool upon bankruptcy of the county. Following payment of the Special Taxes to the District and prior to payment by the District Trustee of debt service on the Local Obligations, such funds may be invested in the name of the City or the District for a period of time in the County investment pool. In the event of a petition of or the adjustment of County debts under Chapter 9 of the Federal Bankruptcy Code, a court might hold that the District and in turn the Authority and the Bond owners do not have a valid and/or prior lien on the Special Taxes or debt service payments on the Local Obligations where such amounts are deposited in the County investment pool and may not provide the Bond owners with a priority interest in such amounts. In that circumstance, unless the Bond owners could "trace" the funds that have been deposited in the County investment pool, the Bond owners would be unsecured (rather than secured) creditors of the County. There can be no assurance that the Bond owners could successfully so trace the Special Taxes or debt service payments.

No Acceleration Provision

The Bonds do not contain a provision allowing for the acceleration of the Bonds in the event of a payment default or other default under the terms of the Bonds or the Indenture. Pursuant to the Indenture, an Owner of the Bonds is given the right for the equal benefit and protection of all owners similarly situated to pursue certain remedies described in Appendix B — "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS — SUMMARY OF AUTHORITY INDENTURE — EVENTS OF DEFAULT AND REMEDIES."

Limitations on Remedies

Remedies available to the Owners of the Bonds may be limited by a variety of factors and may be inadequate to assure the timely payment of principal of and interest on the Bonds or to preserve the exclusion from gross income for federal income tax purposes of interest on the Bonds.

Bond Counsel has limited its opinion as to the enforceability of the Bonds and of the Indenture to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium, or other similar laws affecting generally the enforcement of creditors' rights, by equitable principles, by the exercise of judicial discretion and by limitations on remedies against public agencies in the State. The lack of availability of certain remedies or the limitation of remedies may entail risks of delay, limitation or modification of the rights of the owners of the Bonds.

Loss of Tax Exemption

As discussed under the caption "LEGAL MATTERS — Tax Matters," interest on the Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date the Bonds were issued, as a result of future acts or omissions of the Authority, the City or the District in violation of covenants in the Indenture or the Local Obligation Bond Indentures, respectively. Should such an event of taxability occur, the Bonds are not subject to a special redemption and will remain outstanding until maturity or until redeemed under one of the other redemption provisions contained in the Indenture.

A change in the tax status of the interest on the Bonds would likely 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, as to which Bond Counsel expresses no opinion.

It is possible that subsequent to the issuance of the Bonds there might be federal, State, or local statutory changes (or judicial or regulatory interpretations of federal, State, or local law) that affect the federal, State, or local tax treatment of the Bonds or the market value of the Bonds. No assurance can be given that subsequent to the issuance of the Bonds such changes or interpretations will not occur. See "LEGAL MATTERS — Tax Matters" below.

IRS Audit of Tax-Exempt Bond Issues

As discussed under "LEGAL MATTERS — Tax Matters," the Internal Revenue Service (the "IRS") has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the Bonds will be selected for audit by the IRS. It is also possible that the market value of the Bonds might be affected as a result of such an audit of the Bonds (or by an audit of other similar bonds). No assurance can be given that in the course of an audit, as a result of an audit, or otherwise, Congress or the IRS might not change the Code (or interpretation thereof) subsequent to the issuance of the Bonds to the extent that it adversely affects the exclusion from gross income of interest (and original issue discount) on the Bonds or their market value.

Limited Secondary Market

There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that such Bonds can be sold for any particular price. Although the Authority has committed to provide certain statutorily required financial and operating information, there can be no assurance that such information will be available to Bondowners on a timely basis. See "INTRODUCTION — Continuing Disclosure" and Appendix F — "FORM OF CONTINUING DISCLOSURE AGREEMENT." Any failure to provide annual financial information, if required, does not give rise to monetary damages but merely an action for specific performance. Occasionally, because of general market conditions, lack of current information, the absence of a credit rating for the Bonds or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially different from the original purchase price.

Proposition 218

An initiative measure commonly referred to as the "Right to Vote on Taxes Act" (the "Initiative") was approved by the voters of the State of California at the November 5, 1996 general election. The Initiative added Article XIII C and Article XIII D to the California Constitution. According to the "Title and Summary" of the Initiative prepared by the California Attorney General, the Initiative limits "the authority of local governments to impose taxes and property-related assessments, fees and charges." The provisions of the Initiative continue to be interpreted by the courts. The Initiative could potentially impact the Special Taxes available to the District to pay the principal of and interest on the Local Obligations as described below.

Among other things, Section 3 of Article XIII 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 Mello-Roos 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 Mello-Roos 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 Mello-Roos 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 August 1, 1997, a bill was signed into law by the Governor of the State enacting Government Code Section 5854, which states that:

Section 3 of Article XIII C of the California Constitution, as adopted at the November 5, 1996, general election, shall not be construed to mean that any owner or beneficial owner of a

municipal security, purchased before or after that date, assumes the risk of, or in any way consents to, any action by initiative measure that constitutes an impairment of contractual rights protected by Section 10 of Article I of the United States Constitution.

Accordingly, although the matter is not free from doubt, it is likely that the Initiative has not conferred on the voters the power to repeal or reduce the Special Taxes if such reduction would interfere with the timely retirement of the Local Obligations.

It may be possible, however, for voters or the City Council of the City, 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 Local Obligations, 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. Furthermore, no assurance can be given with respect to the future levy of the Special Taxes in amounts greater than the amount necessary for the timely retirement of the Local Obligations. Nevertheless, to the maximum extent that the law permits it to do so, the District will covenant in each Local Obligation Bond Indenture executed by it that it will not initiate proceedings under the Mello-Roos Act to reduce the maximum Special Tax rates in a Taxing Jurisdiction below an amount equal to 110% of the debt service for the Local Obligations of such Taxing Jurisdiction in each Bond Year. The District also will covenant in each Local Obligation Bond Indenture executed by it that, in the event an initiative is adopted which purports to alter the Rate and Method of Apportionment of Special Tax for its Taxing Jurisdictions, it will commence and pursue legal action in order to preserve its ability to comply with the foregoing covenant. However, no assurance can be given as to the enforceability of the foregoing covenants.

The California Court of Appeal, Fourth Appellate District, Division One, issued its opinion in *City of San Diego v. Melvin Shapiro, et al.* (D063997) (the "San Diego Decision"). The case involved a Convention Center Facilities District (the "CCFD") established by the City of San Diego ("San Diego"). The CCFD is a financing district much like a community facilities district established under the provisions of the Act. The CCFD is comprised of all of the real property in San Diego. However, the special tax to be levied within the CCFD was to be levied only on hotel properties located within the CCFD.

The election authorizing the special tax was limited to owners of hotel properties and lessees of real property owned by a governmental entity on which a hotel is located. Thus, the election was not a registered voter election. Such approach to determining who would constitute the qualified electors of the CCFD was modeled after Section 53326(c) of the Act, which generally provides that, if a special tax will not be apportioned in any tax year on residential property, the legislative body may provide that the vote shall be by the landowners of the proposed district whose property would be subject to the special tax. The Court held that the CCFD special tax election was invalid under the California Constitution because Article XIII A, Section 4 thereof and Article XIII C, Section 2 thereof require that the electors in such an election be the registered voters within the district.

The facts of the San Diego Decision show that there were thousands of registered voters within the CCFD (*viz.*, all of the registered voters in San Diego). The elections held in each of the Taxing Jurisdictions had less than 12 registered voters within each Taxing Jurisdiction at the time of the elections to authorize the Special Tax. In the San Diego Decision, the Court expressly stated that it was not addressing the validity of landowner voting to impose special taxes pursuant to the Act in situations where there are fewer than 12 registered voters. Thus, by its terms, the Court's holding does not apply to the Special Tax elections in the Taxing Jurisdictions. Moreover, Section 53341 of the Act provides that any "action or proceeding to attack, review, set aside, void or annul the levy of a special tax...shall be commenced within 30 days after the special tax is approved by the voters." Similarly, Section 53359 of the Act provides that any action to determine the validity of bonds issued pursuant to the Act be brought within 30 days of the voters approving the issuance of such bonds. Voters within the Taxing Jurisdictions approved the Special Tax and the issuance of bonds years ago, and bonds issued on behalf of the Taxing Jurisdictions secured by the Special Taxes have been issued years ago. Based on Sections 53341 and 53359 of the Act and analysis of existing laws, regulations, rulings

and court decisions, Bond Counsel is of the opinion that no successful challenge to the Special Tax being levied in accordance with the Rate and Methods may now be brought.

The interpretation and application of the Initiative will continue to be determined by the courts with respect to a number of the matters discussed above, and it is not possible at this time to predict with certainty the outcome of such determination or the timeliness of any remedy afforded by the courts. See "SPECIAL RISK FACTORS — Limitations on Remedies."

Ballot Initiatives

Articles XIII A, XIII B, XIII C and XIII D, all of which placed certain limitations on the power of local agencies to tax, collect and expend revenues, were adopted pursuant to measures qualified for the ballot pursuant to California's constitutional initiative process and the State Legislature has in the past enacted legislation which has altered the spending limitations or established minimum funding provisions for particular activities. From time to time, other initiative measures could be adopted by California voters or legislation enacted by the legislature. The adoption of any such initiative or legislation might place limitations on the ability of the State, the City, or the District to increase revenues or to increase appropriations or on the ability of the landowners within the Taxing Jurisdictions to complete proposed future development.

LEGAL MATTERS

State and Federal Investigations and Criminal Charges Involving Former City Officials

On April 22, 2015, the Federal Bureau of Investigation and the Riverside County District Attorney's Office served search warrants on Beaumont City Hall and two other locations. The search warrants and the subsequent investigation resulted in charges for corruption and embezzlement being brought against seven (7) former City officials: former City Manager Alan Kapanicas, former Economic Development Director David Dillon, former City Planner Ernest Egger, former Finance Director William Aylward, former Police Chief Francis Dennis Coe Jr., former Public Works Director Deepak Moorjani and former City Attorney Joseph Sandy Aklufi. Six (6) of these former City officials have pled guilty to date with several of them having agreed to pay restitution in connection with their plea arrangements. City Attorney Joseph Sandy Aklufi pleaded not guilty and his trial has not yet commenced. All of the former officials either resigned or were terminated by 2015.

In addition to the SEC Order described under the caption "INTRODUCTION- SEC Order" and attached as Appendix I, in August 2017, the SEC entered into settlements with former City Manager Alan Kapanicas, the BFA's former underwriter, O'Connor & Company Securities, Inc., and former investment banker Anthony Wetherbee in connection with the BFA's failure to meet its annual continuing disclosure obligations from 2003 to 2013. In consenting to the SEC settlement without admitting or denying the findings, Mr. Kapanicas agreed to be barred from participating in any future municipal offerings and pay a penalty of \$37,500. Additionally, in consenting to the SEC settlement without admitting or denying the findings, O'Connor & Company Securities, Inc., agreed to comply with a number of undertakings and pay a \$150,000 penalty, and Mr. Wetherbee agreed to serve a suspension from the securities industry for six (6) months and pay a \$15,000 penalty.

On May 11, 2017, the Riverside County District Attorney on behalf of the Criminal Grand Jury of the County of Riverside filed an indictment against former Beaumont City Councilmember Mark Orozco accusing him of ten (10) felony counts, including attempting to solicit a bribe from Pardee Homes. On September 28, 2017, Mr. Orozco pleaded guilty to one (1) felony count of bribery and one (1) felony count of perjury. Mr. Orozco resigned from the City Council on October 24, 2017, and agreed not to seek another public office.

State Controller Investigation

In May 2015, the State Controller began an investigation into the City's internal accounting controls. In November 2015, the State Controller published its report that included a determination that 75 of the 79 internal control elements evaluated were found to be inadequate. In response, the City immediately took action to address the concerns of the State Controller, and the City has revised its internal control practices to align with the State Controller's recommendations. As a result of issuing its audit for Fiscal Year 2016-17, the City is now in compliance with all 79 internal control elements.

Grand Jury Request for Documents

On November 1, 2018, the City received a request for documents from the Riverside County Civil Grand Jury (the "Grand Jury Request") seeking, among other things, materials and information concerning the City's community facilities districts, including related contracts and expenditures, the planned use of proceeds from litigation against former city employees, and the findings from the investigation by the SEC. A copy of the Grand Jury Request is attached hereto as Appendix J. The City is fully cooperating with the Grand Jury Request, and believes some of the issues relate to matters which were the subject of the investigations by the Riverside County District Attorney's office. See "—State and Federal Investigations and Criminal Charges Involving Former City Officials." The City, the Authority and the District believe that the Grand Jury Request does not impact the validity of the Bonds or the Local Obligations or the ability of the District to levy the Special Taxes and pay debt service on the Local Obligations.

Tax Matters

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California ("Bond Counsel"), under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. In the further opinion of Bond Counsel, interest on the Bonds is exempt from State of California personal income tax.

The difference between the issue price of a Bond (the first price at which a substantial amount of the Bonds of the same maturity is to be sold to the public) and the stated redemption price at maturity with respect to such Bond constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Bond Owner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by the Bond Owner will increase the Bond Owner's basis in the Bond. In the opinion of Bond Counsel, the amount of original issue discount that accrues to the owner of a Bond is excluded from the gross income of such owner for federal income tax purposes, is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals, and is exempt from State of California personal income tax.

Bond Counsel's opinion as to the exclusion from gross income of interest (and original issue discount) on the Bonds is based upon certain representations of fact and certifications made by the Authority, the City, the District and others and is subject to the condition that the Authority, the City and the District comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the issuance of the Bonds to assure that interest (and original issue discount) on the Bonds will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause the interest (and original issue discount) on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The Authority, the City and the District have covenanted to comply with all such requirements.

The amount by which a Bond Owner's original basis for determining loss on sale or exchange in the applicable Bond (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable Bond premium, which must be amortized under Section 171 of the Code; such amortizable Bond premium reduces the Bond Owner's basis in the applicable Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of Bond premium may result in a Bond Owner realizing a taxable gain when a Bond is sold by the Owner for an amount equal to or less (under certain circumstances) than the original cost of the Bond to the Owner. Purchasers of the Bonds should consult their own tax advisors as to the treatment, computation and collateral consequences of amortizable Bond premium.

Bond Counsel's opinions may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds. Bond Counsel has not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. The Indenture, the Local Obligation Bond Indentures and the Tax Certificate relating to the Bonds permit certain actions to be taken or to be omitted if a favorable opinion of Bond Counsel is provided with respect thereto. Bond Counsel expresses no opinion as to the exclusion from gross income of interest (and original issue discount) on the Bonds for federal income tax purposes with respect to any Bond if any such action is taken or omitted based upon the advice of counsel other than Stradling Yocca Carlson & Rauth, a Professional Corporation.

Although Bond Counsel has rendered an opinion that interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes provided that the Authority, the City and the District continue to comply with certain requirements of the Code, the ownership of the Bonds and the accrual or receipt of interest (and original issue discount) with respect to the Bonds may otherwise affect the tax liability of certain persons. Bond Counsel expresses no opinion regarding any such tax consequences. Accordingly, before purchasing any of the Bonds, all potential purchasers should consult their tax advisors with respect to collateral tax consequences relating to the Bonds.

The Internal Revenue Service (the "IRS") has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the Bonds will be selected for audit by the IRS. It is also possible that the market value of the Bonds might be affected as a result of such an audit of the Bonds (or by an audit of other similar bonds). No assurance can be given that in the course of an audit, as a result of an audit, or otherwise, Congress or the IRS might not change the Code (or interpretation thereof) subsequent to the issuance of the Bonds to the extent that it adversely affects the exclusion from gross income of interest (and original issue discount) on the Bonds or their market value.

SUBSEQUENT TO THE ISSUANCE OF THE BONDS THERE MIGHT BE FEDERAL, STATE, OR LOCAL STATUTORY CHANGES (OR JUDICIAL OR REGULATORY CHANGES TO OR INTERPRETATIONS OF FEDERAL, STATE, OR LOCAL LAW) THAT AFFECT THE FEDERAL, STATE, OR LOCAL TAX TREATMENT OF THE BONDS INCLUDING THE IMPOSITION OF ADDITIONAL FEDERAL INCOME OR STATE TAXES BEING IMPOSED ON OWNERS OF TAX-EXEMPT STATE OR LOCAL OBLIGATIONS, SUCH AS THE BONDS. THESE CHANGES COULD ADVERSELY AFFECT THE MARKET VALUE OR LIQUIDITY OF THE BONDS. NO ASSURANCE CAN BE GIVEN THAT SUBSEQUENT TO THE ISSUANCE OF THE BONDS STATUTORY CHANGES WILL NOT BE INTRODUCED OR ENACTED OR JUDICIAL OR REGULATORY INTERPRETATIONS WILL NOT OCCUR HAVING THE EFFECTS DESCRIBED ABOVE. BEFORE PURCHASING ANY OF THE BONDS, ALL POTENTIAL PURCHASERS SHOULD CONSULT THEIR TAX ADVISORS REGARDING POSSIBLE STATUTORY CHANGES OR JUDICIAL OR REGULATORY CHANGES OR INTERPRETATIONS, AND THEIR COLLATERAL TAX CONSEQUENCES RELATING TO THE BONDS.

Should interest on the Bonds (including any original issue discount) become includable in gross income for federal income tax purposes, the Bonds are not subject to early redemption and will remain outstanding until maturity or until redeemed in accordance with the Indenture.

See Appendix E — “FORM OF BOND COUNSEL OPINION” for a form of the opinion to be provided by Bond Counsel on the date of issuance of the Bonds.

Absence of Litigation

The Authority will certify at the time the Bonds are issued that no litigation is pending or threatened concerning the validity of the Bonds or the Local Obligations and that no action, suit or proceeding is known by the Authority to be pending that would restrain or enjoin the delivery of the Bonds or the Local Obligations, or contest or affect the validity of the Bonds or the Local Obligations or any proceedings of the Authority taken with respect to the Bonds or the Local Obligations. The District will also certify at the time the Bonds are issued that no litigation is pending or threatened concerning the validity the Local Obligations and that no action, suit or proceeding is known by the District to be pending that would restrain or enjoin the delivery of the Local Obligations, or contest or affect the validity of the Local Obligations or any proceedings of the District taken with respect to the Local Obligations.

Legal Opinion

Certain proceedings in connection with the issuance of the Bonds are subject to the approval as to their legality of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, Bond Counsel for the Authority in connection with the issuance of the Bonds. The opinion of Bond Counsel approving the validity of the Bonds substantially in the form attached as Appendix E hereto will be attached to each Bond. Bond Counsel’s employment is limited to a review of legal procedures required for the approval of the Bonds and to rendering an opinion as to the validity of the Bonds and the exemption of interest on the Bonds from income taxation. Bond Counsel expresses no opinion to the Owners of the Bonds as to the accuracy, completeness or fairness of this Official Statement or other offering materials relating to the Bonds and expressly disclaims any duty to do so.

Payment of the fees of Bond Counsel, the Underwriter and Underwriter’s Counsel is contingent upon issuance of the Bonds.

MISCELLANEOUS

Ratings

S&P is expected to assign the rating of “___” to the Insured Bonds based upon the delivery of the Insurance Policy by the Insurer at the time of issuance of the Insured Bonds. See “BOND INSURANCE” herein.

In addition, S&P is expected to assign its underlying rating of “___” to the Bonds, independent of the delivery of the Insurance Policy. There is no assurance that any credit rating given to the Bonds will be maintained for any period of time or that the rating may not be lowered or withdrawn entirely by S&P if, in the judgment of S&P, circumstances so warrant. Any downward revision or withdrawal of such rating may have an adverse effect on the market price of the Bonds. Such rating reflects only the views of S&P and an explanation of the significance of such rating may be obtained from S&P. Generally, rating agencies base their ratings on information and materials furnished to them (which may include information and material from the City, the Authority or the District which is not included in this Official Statement) and on investigations, studies and assumptions by the rating agencies.

The Authority has covenanted in a Continuing Disclosure Agreement to file notices of any rating changes on the Bonds. See the caption “—Continuing Disclosure” and Appendix F. Notwithstanding such covenant, information relating to rating changes on the Bonds may be publicly available from the rating agencies prior to such information being provided to the Authority and prior to the date the Authority is obligated to file a notice of rating change. Purchasers of the Bonds are directed to the rating agencies and their

respective websites and official media outlets for the most current ratings changes with respect to the Bonds after the initial issuance of the Bonds.

None of the City, the Authority, the District or the Underwriter makes any representation as to the Insurer's creditworthiness or any representation that the Insurer's credit rating will be maintained in the future. The rating agencies have previously taken action to downgrade the ratings of certain municipal bond insurers and have published various releases outlining the processes that they intend to follow in evaluating the ratings of financial guarantors. For some financial guarantors, the result of such evaluations could be a rating affirmation, a change in rating outlook, a review for downgrade or a downgrade. Potential investors are directed to the rating agencies for additional information on the applicable rating agencies' evaluations of the financial guaranty industry and individual financial guarantors, including the Insurer. See the caption "BOND INSURANCE" for further information relating to the Insurer.

Verification of Mathematical Accuracy

Causcy, Demgen & Moore, P.C., independent accountants, upon delivery of the Bonds, will deliver a report on the mathematical accuracy of certain computations, contained in schedules provided to them which were prepared by the Underwriter, relating to the sufficiency of moneys and securities deposited into the Escrow Funds to pay, when due, the principal, whether at maturity or upon prior prepayment, interest and prepayment premium requirements of the Prior Bonds.

The report of Causcy, Demgen & Moore, P.C., will include the statement that the scope of its engagement is limited to verifying the mathematical accuracy of the computations contained in such schedules provided to it, and that it has no obligation to update its report because of events occurring, or data or information coming to its attention, subsequent to the date of its report.

Underwriting

The Bonds are being purchased by Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), at a purchase price of \$ _____ (representing the par amount of the Bonds, [plus/less] underwriter's discount of \$ _____ and [less] net original issue [premium/discount] of \$ _____).

The purchase agreement relating to the Bonds among the Authority, the District and the Underwriter provides that all Bonds will be purchased if any are purchased, and that the obligation to make such purchase is subject to certain terms and conditions set forth in said purchase contract, including, but not limited to, the approval of certain legal matters by counsel.

Continuing Disclosure

The Authority will execute a continuing disclosure agreement by and between the Authority and Webb Municipal Finance, LLC, as Dissemination Agent, in the form attached hereto as Appendix F for the benefit of the Owners and Beneficial Owners of the Bonds to provide certain financial information and operating data relating to the Authority and the Taxing Jurisdictions (the "Annual Report") and to provide notices of the occurrence of certain enumerated events (the "Listed Events"). The Annual Report will be filed by the Dissemination Agent with the Electronic Municipal Market Access System of the Municipal Securities Rulemaking Board ("EMMA"). Notices of Listed Events will be filed by the Dissemination Agent with EMMA. The specific nature of the information to be included in the Annual Reports and the notices of Listed Events is set forth in Appendix F — "FORM OF DISTRICT CONTINUING DISCLOSURE AGREEMENT." The Continuing Disclosure Agreement will be executed and delivered by the Authority in order to assist the Underwriter in complying with SEC Rule 15c2-12(b)(5) (the "Rule"). The Annual Reports are to be filed by the Authority no later than the February 10 after the end of the Authority's fiscal year, which is currently June 30. The first Annual Report will be due February 10, 2020.

The City Council of the City serves as the governing board of the Authority and all of the City's community facilities districts. In connection with the SEC Order, the BFA conducted a review of noncompliance with all existing continuing disclosure undertakings of the District with respect to bonds issued by the BFA. See the caption "INTRODUCTION—SEC Order." The BFA identified omissions and deficiencies in prior continuing disclosure filings for Fiscal Years 2003 through 2017. Such omissions and deficiencies included the late filing of annual reports, the late filing of or failure to file the City's audited financial statements, the failure to file completed information on the status of facilities being constructed with bond proceeds, and information concerning the certificates of occupancy and certificates of final inspection. Such omissions and deficiencies also included the failure to report certain information concerning the special tax delinquency data and reserve fund balances, cash flow management fund balances, rate stabilization fund balances, improvement fund balances, residual fund balances, special escrow fund balances, the aggregate number of building permits issued and statements of the reserve requirement, cash flow management fund requirement and rate stabilization fund requirement.

In February 2018, the BFA caused the District to make corrective filings for Fiscal Years 2007 through 2017. More specifically, on February 15, 2018, the District filed audited financial statements for Fiscal Years 2007, 2008 and 2014 with EMMA. In addition, on February 16, 2018, the District filed supplements to certain prior continuing disclosure annual reports with EMMA. Finally, on February 16, 2018, the District made supplemental filings with EMMA to provide notices of the failure to file certain continuing disclosure annual reports and audited financial statements.

It should be noted that the Authority is required to file certain financial statements with the Annual Reports. This requirement has been included in the Continuing Disclosure Agreement solely to satisfy the provisions of the Rule. The inclusion of this information does not mean that the Bonds are secured by any resources or property of the Authority other than as described hereinabove. See "SECURITY FOR THE BONDS," "SECURITY FOR THE LOCAL OBLIGATIONS" and "SPECIAL RISK FACTORS." It should also be noted that the list of significant events which the Authority has agreed to report includes three items which have absolutely no application whatsoever to the Bonds. These items have been included in the list solely to satisfy the requirements of the Rule. Thus, any implication from the inclusion of these items in the list to the contrary notwithstanding, there are no credit or liquidity providers with respect to the Bonds.

The Continuing Disclosure Agreement will inure solely to the benefit of any Dissemination Agent, the Underwriter and Owners or Beneficial Owners from time to time of the Bonds. A default under the Continuing Disclosure Agreement is not a default under the Indenture and the sole remedy following a default is an action to compel specific performance by the Authority with the terms of the Continuing Disclosure Agreement.

Additional Information

References are made herein to certain documents and reports which are brief summaries thereof which do not purport to be complete or definitive, and reference is made to such documents and reports for full and complete statements of the contents thereof.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the Authority and the purchasers or Owners of any of the Bonds.

The execution and delivery of this Official Statement has been duly authorized by the Authority.

BEAUMONT PUBLIC IMPROVEMENT AUTHORITY

By: _____

Treasurer

APPENDIX A

INFORMATION REGARDING THE TAXING JURISDICTIONS

Improvement Area No. 3

Location and Description. Improvement Area No. 3 was formed by the City on June 29, 1993 and is located adjacent to the north side of Interstate 10 and south of Oak Valley Parkway in the center of the City. Improvement Area No. 3 consists of 511 homes, all of which have been sold to individuals and non-developer entities, and 2 parcels of Undeveloped Property. The District is not aware of any plans to develop these two parcels in the future. The District has the authorization under the Rate and Method for Improvement Area No. 3 to levy the Special Tax on Undeveloped Property within Improvement Area No. 3, but it does not expect to do so while the Bonds are Outstanding.

Assigned Special Taxes. Table A-1 below sets forth the Special Taxes that are projected to be levied on taxable property within Improvement Area No.3 in Fiscal Year 2019-20. The Special Taxes in Improvement Area No. 3 may not be levied after Fiscal Year 2042-43. The final maturity of the Improvement Area No. 3 Bonds is September 1, 2032.

TABLE A-1

**IMPROVEMENT AREA NO. 3
PROJECTED ASSIGNED SPECIAL TAXES
FISCAL YEAR 2019-20**

<i>Tax Class</i>	<i>Description</i>	<i>No. of Units</i>	<i>Assigned Special Tax Per Unit⁽¹⁾</i>	<i>Projected Fiscal Year 2019-20 Special Tax Per Unit*</i>	<i>Total Projected Fiscal Year 2019-20 Special Tax Levy^{(2)*}</i>	<i>Percent of Total</i>
D1	Residential Property Single Family Detached	511	\$911	\$500	\$ 255,681	100.00%
D2	Residential Property Condominium	0	911	0	0	0.00
D3	Residential Property Apartment	0	911	0	0	0.00
D4	Non-Residential	0	5,960	0	0	0.00
UND	Undeveloped	2	5,960	0	0	0.00
Total		513		\$500	\$ 255,681	100.00%

* Preliminary, subject to change.

(1) Special Tax is per acre for Non-Residential and Undeveloped Property.

(2) Levied in an amount sufficient to cover debt service on the Improvement Area No. 3 Bonds and pay Administrative Expenses of \$30,000.

(3) All planned development within Improvement Area No. 3 has been completed and there are no known plans for the two remaining undeveloped lots at this time.

Source: Webb Municipal Finance, LLC.

For the complete text of the Improvement Area No. 3 Rate and Method, see Appendix D — “RATES AND METHODS OF APPORTIONMENT OF SPECIAL TAXES FOR THE TAXING JURISDICTIONS.”

Direct and Overlapping Debt. The Authority has obtained the assessed values of all of the taxable property in Improvement Area No. 3 against which the District expects to levy the Special Tax, as established by the County Assessor for Fiscal Year 2018-19, which totals \$134,700,132.

Improvement Area No. 3 is included within the boundaries of overlapping local agencies providing governmental services. Some of these local agencies have outstanding bonds, and/or the authority to issue bonds, payable from taxes or assessments. The existing and authorized indebtedness payable from taxes and assessments that may be levied upon the property within Improvement Area No. 3 is shown in Table A-2 below. In addition to current debt, new community facilities districts and/or special assessment districts could be formed in the future encompassing all or a portion of the property within Improvement Area No. 3; and

such districts or the agencies that formed them could issue more bonds and levy additional special taxes or assessments. As referenced in Table A-2, there are 10 parcels within Improvement Area No. 3 which participate in the Western Riverside Council of Government's Home Energy Renovation Opportunity program ("WRCOG HERO"), a property assessed clean energy program for which an assessment is levied directly on the benefited parcels. The assessed value-to-lien ratio of the property within Improvement Area No. 3, based on the Fiscal Year 2018-19 assessed values and all such estimated direct and overlapping special tax and assessment indebtedness within Improvement Area No. 3, and assuming that the Improvement Area No. 3 Bonds have been issued to refund the Prior Improvement Area No. 3 Bonds, equals approximately 63.59-to-1.* This ratio does not include other overlapping debt within Improvement Area No. 3. Taking that direct and overlapping debt into account, the ratio of the aggregate assessed value of the Taxable Property within Improvement Area No. 3 to the total principal amount of all direct and overlapping debt (including general obligation bonded debt) for Improvement Area No. 3 is approximately 21.82-to-1*.

* Preliminary, subject to change.

TABLE A-2
IMPROVEMENT AREA NO. 3
DIRECT AND OVERLAPPING DEBT⁽¹⁾

I. ASSESSED VALUE
 Fiscal Year 2018-19 Assessed Valuation⁽²⁾ \$134,814,046

II. LAND SECURED BOND INDEBTEDNESS

<i>Outstanding Direct and Overlapping Bonded Debt</i>	<i>Type</i>	<i>No. of Parcels</i>	<i>Issued</i>	<i>Outstanding⁽³⁾</i>	<i>% Applicable</i>	<i>Amount Applicable</i>
BEAUMONT CFD 93-1 IA 3	CFD	513	\$ 4,640,000	\$ 2,120,000*	100.00%	\$ 2,120,000*
TOTAL OUTSTANDING LAND SECURED BONDED DEBT⁽⁴⁾						\$ 2,120,000*

<i>Authorized and Unissued Direct and Overlapping Bonded Debt</i>	<i>Type</i>	<i>No. of Parcels</i>	<i>Authorized</i>	<i>Unissued⁽⁴⁾</i>	<i>% Applicable</i>	<i>Amount Applicable</i>
BEAUMONT CFD 93-1 IA 3	CFD	513	\$ 11,900,000	\$ 0	100.00%	\$ 0
TOTAL UNISSUED LAND SECURED INDEBTEDNESS⁽⁵⁾						\$ 0

TOTAL OUTSTANDING AND UNISSUED LAND SECURED INDEBTEDNESS **\$ 2,120,000***

III. GENERAL OBLIGATION BOND INDEBTEDNESS

<i>Outstanding Direct and Overlapping Bonded Debt</i>	<i>Type</i>	<i>No. of Parcels</i>	<i>Issued</i>	<i>Outstanding</i>	<i>% Applicable⁽⁶⁾</i>	<i>Amount Applicable</i>
Beaumont Unified School B & I (0.07432%)	GO	513	\$ 91,658,583	\$ 88,450,508	2.324104%	\$ 2,055,682
MT San Jacinto Comm (0.01320%)	GO	513	190,000,000	172,650,000	0.151966	262,369
San Geronio Memorial Healthcare District (0.08692%)	GO	513	108,000,000	108,660,000	1.602266	1,741,022
San Geronio Pass Water Agency (0.18250%) ⁽⁷⁾	GO	513	0	0	1.485531	0
TOTAL OUTSTANDING GENERAL OBLIGATION BONDED DEBT⁽⁸⁾						\$ 4,059,073

<i>Authorized and Unissued Direct and Overlapping Indebtedness</i>	<i>Type</i>	<i>No. of Parcels</i>	<i>Authorized</i>	<i>Unissued</i>	<i>% Applicable⁽⁶⁾</i>	<i>Amount Applicable</i>
Beaumont Unified School B & I (0.07432%)	GO	513	\$ 141,000,000	\$ 49,341,417	2.324104%	\$ 1,146,746
MT San Jacinto Comm (0.01320%)	GO	513	295,000,000	105,000,000	0.151966	159,564
San Geronio Memorial Healthcare District (0.08692%)	GO	513	108,000,000	0	1.602266	0
San Geronio Pass Water Agency (0.18250%) ⁽⁷⁾	GO	513	0	0	1.485531	0
TOTAL UNISSUED GENERAL OBLIGATION INDEBTEDNESS⁽⁸⁾						\$ 1,306,310

TOTAL OUTSTANDING AND UNISSUED GENERAL OBLIGATION INDEBTEDNESS **\$ 5,365,383**

TOTAL OF ALL OUTSTANDING DIRECT AND OVERLAPPING BONDED DEBT⁽⁸⁾ **\$ 6,179,073***
TOTAL OF ALL OUTSTANDING AND UNISSUED DIRECT AND OVERLAPPING INDEBTEDNESS **\$ 7,485,383***

IV. Ratios to 2018-19 Assessed Valuation

Outstanding Land Secured Bonded Debt	63.59:1*
Total Outstanding Bonded Debt	21.82:1*

* Preliminary, subject to change.

(1) Includes information for all parcels within the Taxing Jurisdiction, including the 2 parcels of Undeveloped Property.

(2) Fiscal Year 2018-19 Assessed Valuation data as of January 1, 2019, as provided by the County Assessor.

(3) Amount outstanding is equal to the initial principal amount of the Improvement Area No. 3 Bonds.

(4) Additional bonded debt or available bond authorization may exist but is not shown because a tax was not levied for Fiscal Year 2018-19.

(5) Additional bonds may be issued for refunding purposes only.

(6) Percentage applicable determined by Fiscal Year 2018-19 Equalized Roll Assessed Value information.

(7) Source: San Geronio Pass Water Agency. Agency is a State Water Contractor with debt obligation to the State of California for the Agency's portion of the State Water Project. As such, the Agency has not currently authorized or issued any bonds.

(8) As of August 2018, Riverside County tax records indicate that there were ten properties within Improvement Area No. 3 with charges related to the WRCOG HERO program.

Source: Webb Municipal Finance, LLC.

Value-to-Lien. 511 of the 513 parcels within Improvement Area No. 3 have been built and 505 of the 511 developed parcels have been transferred to individual homeowners. Table A-3 below allocates the Special Tax lien and share of the Improvement Area No. 3 Bonds based on the projected Fiscal Year 2019-20 Special Tax levy.

Table A-4 below sets forth the stratification of value-to-liens of the developed parcels within Improvement Area No. 3 based on Fiscal Year 2018-19 assessed value and each parcel's respective share of the principal amount of the Improvement Area No. 3 Bonds (allocated to each parcel based upon its respective share of the total projected Special Tax levy for Fiscal Year 2019-20) and the ratio of the assessed value to its share of the Improvement Area No. 3 Bonds. The ratio of the value of an individual lot within Improvement Area No. 3 to its respective share of the principal amount of the Improvement Area No. 3 Bonds can be expected to vary.

TABLE A-3
IMPROVEMENT AREA NO. 3
ESTIMATED VALUE-TO-LIEN RATIOS
ALLOCATED BY PROPERTY OWNER

Property Owner	Parcels	Projected Fiscal Year 2019-20		Fiscal Year 2019-20 Assigned Special Tax	Fiscal Year 2018-19 Assessed Value	Percent of Fiscal Year 2018-19 Assessed Value	Improvement Area No. 3 Bonds*	Aggregate Value-to-Lien Ratio ⁽²⁾
		Special Tax Levy ⁽¹⁾	Percent of Projected Fiscal Year 2019-20 Levy					
Developed - Individually Owned	505	\$ 252,679	98.83%	\$ 459,806	\$ 133,190,688	98.80%	\$ 2,095,108	63.57:1
Developed - Owned by Other	6	3,002	1.17	5,463	1,509,444	1.12	24,892	60.64:1
Total	511	\$ 255,681	100.00%	\$ 465,269	\$ 134,700,132	99.92%	\$ 2,120,000	63.54:1
Undeveloped Individual Owner ⁽³⁾	2	\$ 0.00	0.00%	\$ 6,675	\$ 113,914	0.08%	\$ 0	N/A
Subtotal Undeveloped	2	\$ 0.00	0.00%	\$ 6,675	\$ 113,914	0.08%	\$ 0	N/A
Totals	513	\$ 255,681	100.00%	\$ 471,944	\$ 134,814,046	100.00%	\$ 2,120,000	63.59:1

* Preliminary, subject to change.

⁽¹⁾ Levied in an amount sufficient to pay debt service for the Improvement Area No. 3 Bonds and Administrative Expenses of \$30,000.

⁽²⁾ Aggregate Value-to-Lien based upon the par amount of the Improvement Area No. 3 Bonds.

⁽³⁾ Not owned by individuals, ownership listed as entities such as investors, banks or institutions.

Source: Webb Municipal Finance, LLC.

TABLE A-4
IMPROVEMENT AREA NO. 3
VALUE-TO-LIEN STRATIFICATION*

Assessed Value-to-Lien ⁽¹⁾	No. of Parcels	Percent of Total Parcels	Projected Fiscal Year 2019-20 Special Tax Levy ⁽²⁾	Percent of Projected Fiscal Year 2019-20 Levy	Fiscal Year 2019-20 Assigned Special Tax	Percent of Assigned Special Tax	Fiscal Year 2018-19 Assessed Value	Percent of Fiscal Year 2018-19 Assessed Value	Allocation of IA No. 3 Bonds	Aggregate Value-to-Lien
Less than 40.00:1 ⁽³⁾	7	1.37%	\$ 3,502	1.37%	\$ 6,374	1.37%	\$ 1,056,693	0.78%	\$ 29,041	36.39:1
40.00:1 to 49.99:1	83	16.24	41,529	16.24	75,572	16.24	15,735,097	11.68	344,344	45.70:1
50.00:1 to 59.99:1	139	27.20	69,549	27.20	126,560	27.20	31,759,517	23.58	576,673	55.07:1
60.00:1 to 69.99:1	111	21.72	55,539	21.72	101,066	21.72	30,063,678	22.32	460,509	65.28:1
70.00:1 to 79.99:1	94	18.40	47,033	18.40	85,888	18.40	28,996,109	21.53	389,980	74.35:1
80.00:1 to 89.99:1 ⁽⁴⁾	74	14.48	37,026	14.48	67,378	14.48	25,834,255	19.18	307,006	84.15:1
Greater than 89.99:1 ⁽⁴⁾	3	0.59	1,501	0.59	2,732	0.59	1,254,783	0.93	12,446	100.82:1
Total	511	100.00%	\$ 255,681	100.00%	\$ 465,269	100.00%	\$ 134,700,132	100.00%	\$ 2,120,000	63.54:1

* Preliminary, subject to change.

⁽¹⁾ Assessed Value-to-Lien based upon par amount of the Improvement Area No. 3 Bonds.

⁽²⁾ Levied in an amount sufficient to pay debt service for the Improvement Area No. 3 Bonds and Administrative Expenses of \$30,000.

⁽³⁾ Minimum estimated Value-to-Lien is 30.60:1.

⁽⁴⁾ Highest estimated Value-to-Lien is 120.28:1.

Source: Webb Municipal Finance, LLC.

Historical Assessed Values. The following table summarizes the historical and current assessed values within Improvement Area No. 3 over the past 5 Fiscal Years.

TABLE A-5
IMPROVEMENT AREA NO. 3
HISTORIC ASSESSED VALUE

<i>Fiscal Year⁽¹⁾</i>	<i>Total Parcels</i>	<i>Land Assessed Value</i>	<i>Improvement Assessed Value</i>	<i>Total Property Assessed Value⁽²⁾</i>	<i>Increase/(Decrease) in Property Assessed Value</i>
2014-15	511	\$26,118,368	\$81,290,626	\$107,408,994	N/A
2015-16	511	27,960,165	88,908,329	116,868,494	8.81%
2016-17	511	28,594,504	93,095,204	121,689,708	4.13
2017-18	511	29,184,174	99,473,346	128,657,520	5.73
2018-19	511	29,857,795	104,842,337	134,700,132	4.70

⁽¹⁾ Webb Municipal Finance, LLC is unable to confirm the accuracy of all data for fiscal years prior to Fiscal Year 2015-16.

⁽²⁾ Net assessed values as of January 1 of each year from the County Assessor's Roll.

Sources: Webb Municipal Finance, LLC; County Assessor.

Effective Tax Rate. Based on the principal amount of the Improvement Area No. 3 Bonds, interest costs and estimated Administrative Expenses, and Fiscal Year 2018-19 tax rates for all other taxing jurisdictions within Improvement Area No. 3, the total projected Fiscal Year 2019-20 average effective tax rate for Developed Property in Improvement Area No. 3 is approximately 1.70%* of the Fiscal Year 2018-19 average assessed value for parcels with improvement value.

* Preliminary, subject to change.

The following Table A-6 sets forth the estimated total tax obligation of property in Improvement Area No. 3 based on the average home size and an average assessed value (as provided by the County) in Improvement Area No. 3.

TABLE A-6
IMPROVEMENT AREA NO. 3
ESTIMATED AVERAGE FISCAL YEAR 2019-20 TAX OBLIGATION⁽¹⁾

Average Home Value ⁽²⁾	\$ 263,601
 <i>Ad Valorem Property Taxes:</i>	
Basic Levy (1.0000%)	\$ 2,636.01
Beaumont Unified School B & I (0.07432%)	195.91
Mt. San Jacinto Community College District (0.01320%)	34.80
San Geronio Memorial Healthcare District (0.08692%)	229.12
San Geronio Pass Water Agency (0.18250%)	<u>481.07</u>
Total General Property Taxes	\$ 3,576.91
 <i>Assessment, Special Taxes & Parcel Charges:</i>	
Flood Control Stormwater/Cleanwater	\$ 3.74
San Geronio Hospital Measure D	55.10
CFD 93-1 IA 3 Beaumont Service ⁽³⁾	353.33
CFD 93-1 IA 3 Beaumont Facilities ⁽⁴⁾	<u>500.35*</u>
Total Assessment Charges	\$ 912.52*
 Average Total Property Tax	 \$ 4,489.43
Average Effective Tax Rate	1.70%

* Preliminary, subject to change.

⁽¹⁾ Average Fiscal Year 2019-20 tax rates based upon Fiscal Year 2018-19 overlapping taxes and assessment rates.

⁽²⁾ Average Home Value is based upon average assessed values for Developed Property with improvement value for Fiscal Year 2018-19 per Riverside County Equalized Roll data.

⁽³⁾ Reflects Improvement Area No. 3 average projected Fiscal Year 2019-20 Special Tax levy for services for Developed Property with improvement assessed value.

⁽⁴⁾ Reflects Improvement Area No. 3 average projected Fiscal Year 2019-20 Special Tax levy for facilities for Developed Property with improvement assessed value. Assumes issuance of the Improvement Area No. 3 Bonds.

Source: Webb Municipal Finance, LLC, based on assessed value information provided by the County.

Delinquencies. Unpaid amounts of the Special Taxes become delinquent after December 10 and April 10 of each Fiscal Year. Table A-7 below summarizes the Special Tax delinquencies within Improvement Area No. 3 for the past five Fiscal Years and as of April 25, 2019.

TABLE A-7
IMPROVEMENT AREA NO. 3
SPECIAL TAX LEVIES, DELINQUENCIES AND DELINQUENCY RATES
FISCAL YEARS 2014-15 THROUGH FISCAL YEAR 2018-19

Fiscal Year ⁽¹⁾	Amount Levied	Parcels Levied	Delinquencies Following Fiscal Year End			Delinquencies as of April 25, 2019		
			Parcels Delinquent	Amount Delinquent	Percent Delinquent	Parcels Delinquent	Amount Delinquent	Percent Delinquent
2014-15	\$419,100.00	508	4	\$2,475.00	0.59%	0	\$ 0.00	0.00%
2015-16	391,150.06	511	3	1,913.65	0.49	0	0.00	0.00
2016-17	398,968.36	511	4	1,951.90	0.49	0	0.00	0.00
2017-18	375,247.74	511	7	4,038.87	1.08	2	1,101.51	0.29
2018-19	311,137.68	511	N/A	N/A	N/A	8	3,653.28	1.17

⁽¹⁾ Webb Municipal Finance, LLC is unable to confirm the accuracy of all data for fiscal years prior to Fiscal Year 2015-16.
 Source: Webb Municipal Finance, LLC.

Local Obligation Coverage. The following table shows the coverage on the Improvement Area No. 3 Bonds if Special Taxes were levied within Improvement Area No. 3 at the Assigned Special Tax rate and annual Administrative Expenses were \$30,000.

TABLE A-8
IMPROVEMENT AREA NO. 3 BONDS
LOCAL OBLIGATION COVERAGE TABLE

Bond Year Ending September 1	Total Special Tax Revenues ⁽¹⁾	Annual Administrative Expenses ⁽²⁾	Net Special Tax Revenues	IA No. 3 Bonds Debt Service*	Coverage on IA No. 3 Bonds ⁽³⁾ *
2020	\$471,944.06	\$30,000.00	\$441,944.06	\$225,681.39	195.83%
2021	481,382.94	30,000.00	451,382.94	225,500.00	200.17
2022	491,010.60	30,000.00	461,010.60	229,250.00	201.10
2023	500,830.81	30,000.00	470,830.81	227,500.00	206.96
2024	510,847.43	30,000.00	480,847.43	225,500.00	213.24
2025	521,064.38	30,000.00	491,064.38	228,250.00	215.14
2026	531,485.67	30,000.00	501,485.67	225,500.00	222.39
2027	542,115.38	30,000.00	512,115.38	227,500.00	225.11
2028	552,957.69	30,000.00	522,957.69	229,000.00	228.37
2029	564,016.84	30,000.00	534,016.84	225,000.00	237.34
2030	575,297.18	30,000.00	545,297.18	225,750.00	241.55
2031	586,803.12	30,000.00	556,803.12	226,000.00	246.37
2032	598,539.18	30,000.00	568,539.18	225,750.00	251.84

* Preliminary, subject to change.
⁽¹⁾ Reflects estimated annual Assigned Special Taxes for 511 units classified as Developed Property.
⁽²⁾ Priority Administrative Expenses are equal to \$30,000 per year.
⁽³⁾ Calculated by dividing the Net Special Tax Revenues column by the IA No. 3 Bonds Debt Service column.
 Source: Webb Municipal Finance, LLC, except for debt service on the Improvement Area No. 3 Bonds, which was provided by the Underwriter.

Improvement Area No. 9

Location and Description. Improvement Area No. 9 was formed by the City on June 29, 1993 and is located in the north-eastern portion of the City. Improvement Area No. 9 consists of 69 homes, all of which have been sold to individuals and non-developer entities.

Assigned Special Taxes. Table A-9 below sets forth the Special Taxes that are projected to be levied on taxable property within Improvement Area No. 9 in Fiscal Year 2019-20. The Special Taxes in Improvement Area No. 9 may not be levied after Fiscal Year 2042-43. The final maturity of the Improvement Area No. 9 Bonds is September 1, 2032.

TABLE A-9
IMPROVEMENT AREA NO. 9
PROJECTED ASSIGNED SPECIAL TAXES
FISCAL YEAR 2019-20

<i>Tax Class</i>	<i>Description</i>	<i>No. of Units</i>	<i>Assigned Special Tax Per Unit⁽¹⁾</i>	<i>Projected Fiscal Year 2019-20 Special Tax Per Unit</i>	<i>Total Projected Fiscal Year 2019-20 Special Tax Levy^{(2)*}</i>	<i>Percent of Total</i>
D1	Residential Property Single Family Detached	69	\$1,024	\$973	\$ 67,128	100.00%
D2	Residential Property Condominium	0	1,024	0	0	0.00
D3	Residential Property Apartment	0	1,024	0	0	0.00
D4	Non-Residential	0	7,284	0	0	0.00
Total		69		\$973	\$ 67,128	100.00%

* Preliminary, subject to change.

⁽¹⁾ Special Tax is per acre for Non-Residential Property.

⁽²⁾ Levied in an amount sufficient to cover debt service on the Improvement Area No. 9 Bonds and pay Administrative Expenses of \$20,000.

Source: Webb Municipal Finance, LLC.

For the complete text of the Improvement Area No. 9 Rate and Method, see Appendix D — “RATES AND METHODS OF APPORTIONMENT OF SPECIAL TAXES FOR THE TAXING JURISDICTIONS.”

Direct and Overlapping Debt. The Authority has obtained the assessed values of all of the taxable property in Improvement Area No. 9, as established by the County Assessor for Fiscal Year 2018-19, which totals \$16,391,108.

Improvement Area No. 9 is included within the boundaries of overlapping local agencies providing governmental services. Some of these local agencies have outstanding bonds, and/or the authority to issue bonds, payable from taxes or assessments. The existing and authorized indebtedness payable from taxes and assessments that may be levied upon the property within Improvement Area No. 9 is shown in Table A-10 below. In addition to current debt, new community facilities districts and/or special assessment districts could be formed in the future encompassing all or a portion of the property within Improvement Area No. 9; and such districts or the agencies that formed them could issue more bonds and levy additional special taxes or assessments. As referenced in Table A-10, there is 1 parcel within Improvement Area No. 9 which participates in the WRCOG HERO program. The assessed value-to-lien ratio of the property within Improvement Area No. 9, based on the Fiscal Year 2018-19 assessed values and all such estimated direct and overlapping special tax and assessment indebtedness within Improvement Area No. 9, and assuming that the Improvement Area No. 9 Bonds have been issued to refund the Prior Improvement Area No. 9 Bonds, equals approximately 42.03-to-1.* This ratio does not include other overlapping debt within Improvement Area No. 9. Taking that direct and overlapping debt into account, the ratio of the aggregate assessed value of the Taxable Property within Improvement Area No. 9 to the total principal amount of all direct and overlapping debt (including general obligation bonded debt) for Improvement Area No. 9 is approximately 18.55-to-1*.

* Preliminary, subject to change.

TABLE A-10
IMPROVEMENT AREA NO. 9
DIRECT AND OVERLAPPING DEBT

I. ASSESSED VALUE

Fiscal Year 2018-19 Assessed Valuation⁽¹⁾ \$ 16,391,108

II. LAND SECURED BOND INDEBTEDNESS

<i>Outstanding Direct and Overlapping Bonded Debt</i>	<i>Type</i>	<i>No. of Parcels</i>	<i>Issued</i>	<i>Outstanding⁽²⁾</i>	<i>% Applicable</i>	<i>Amount Applicable</i>
BEAUMONT CFD 93-1 I.A. 9	CFD	69	\$757,000	\$390,000*	100.00%	\$ 390,000*
TOTAL OUTSTANDING LAND SECURED BONDED DEBT⁽³⁾						\$ 390,000*

<i>Authorized and Unissued Direct and Overlapping Bonded Debt</i>	<i>Type</i>	<i>No. of Parcels</i>	<i>Authorized</i>	<i>Unissued⁽³⁾</i>	<i>% Applicable</i>	<i>Amount Applicable</i>
BEAUMONT CFD 93-1 I.A. 9	CFD	69	\$1,255,000	\$ 0	100.00%	\$ 0
TOTAL UNISSUED LAND SECURED INDEBTEDNESS⁽³⁾						\$ 0

TOTAL OUTSTANDING AND UNISSUED LAND SECURED INDEBTEDNESS **\$ 390,000***

III. GENERAL OBLIGATION BOND INDEBTEDNESS

<i>Outstanding Direct and Overlapping Bonded Debt</i>	<i>Type</i>	<i>No. of Parcels</i>	<i>Issued</i>	<i>Outstanding</i>	<i>% Applicable⁽⁴⁾</i>	<i>Amount Applicable</i>
Beaumont Unified School B & I (0.07432%)	GO	69	\$ 91,658,583	\$ 88,450,508	0.282572%	\$ 249,936
MT San Jacinto Comm (0.01320%)	GO	69	190,000,000	172,650,000	0.018477	31,901
San Geronio Memorial Healthcare District (0.08692%)	GO	69	108,000,000	108,660,000	0.194808	211,678
San Geronio Pass Water Agency (0.18250%) ⁽⁵⁾	GO	69	0	0	0.180615	0
TOTAL OUTSTANDING GENERAL OBLIGATION BONDED DEBT⁽³⁾						\$ 493,515

<i>Authorized and Unissued Direct and Overlapping Indebtedness</i>	<i>Type</i>	<i>No. of Parcels</i>	<i>Authorized</i>	<i>Unissued</i>	<i>% Applicable⁽⁴⁾</i>	<i>Amount Applicable</i>
Beaumont Unified School B & I (0.07432%)	GO	69	\$141,000,000	\$ 49,341,417	0.282572%	\$ 139,425
MT San Jacinto Comm (0.01320%)	GO	69	295,000,000	105,000,000	0.018477	19,401
San Geronio Memorial Healthcare District (0.08692%)	GO	69	108,000,000	0	0.194808	0
San Geronio Pass Water Agency (0.18250%) ⁽⁶⁾	GO	69	0	0	0.180615	0
TOTAL UNISSUED GENERAL OBLIGATION INDEBTEDNESS⁽³⁾						\$ 158,826

TOTAL OUTSTANDING AND UNISSUED GENERAL OBLIGATION INDEBTEDNESS **\$ 652,341**

TOTAL OF ALL OUTSTANDING DIRECT AND OVERLAPPING BONDED DEBT⁽⁷⁾ **\$ 883,515***

TOTAL OF ALL OUTSTANDING AND UNISSUED DIRECT AND OVERLAPPING INDEBTEDNESS **\$ 1,042,341***

IV. Ratios to 2018-19 Assessed Valuation

Outstanding Land Secured Bonded Debt	42.03:1*
Total Outstanding Bonded Debt	18.55:1*

* Preliminary, subject to change.

⁽¹⁾ Fiscal Year 2018-19 Assessed Valuation data as of January 1, 2019, as provided by the County Assessor.

⁽²⁾ Amount outstanding is equal to the initial principal amount of the Improvement Area No. 9 Bonds.

⁽³⁾ Additional bonds may be issued for refunding purposes only.

⁽⁴⁾ Additional bonded debt or available bond authorization may exist but is not shown because a tax was not levied for Fiscal Year 2018-19.

⁽⁵⁾ Percentage applicable determined by Fiscal Year 2018-19 Equalized Roll Assessed Value information.

⁽⁶⁾ Source: San Geronio Pass Water Agency. Agency is a State Water Contractor with debt obligation to the State of California for the Agency's portion of the State Water Project. As such, the Agency has not currently authorized or issued any bonds.

⁽⁷⁾ As of August 2018, Riverside County tax records indicate that there was one property within Improvement Area No. 9 with charges related to the WRCOG HERO program.

Source: Webb Municipal Finance, LLC.

Value-to-Lien. All parcels within Improvement Area No. 9 have been built and 65 of the 69 parcels have been transferred to individual homeowners. Table A-11 below allocates the Special Tax lien and share of the Improvement Area No. 9 Bonds based on the projected Fiscal Year 2019-20 Special Tax levy.

Table A-12 below sets forth the stratification of value-to-liens of the developed parcels within Improvement Area No. 9 based on Fiscal Year 2018-19 assessed value and each parcel's respective share of the principal amount of the Improvement Area No. 9 Bonds (allocated to each parcel based upon its respective share of the total projected Special Tax levy for Fiscal Year 2019-20) and the ratio of the assessed value to its share of the Improvement Area No. 9 Bonds. The ratio of the value of an individual lot within Improvement Area No. 9 to its respective share of the principal amount of the Improvement Area No. 9 Bonds can be expected to vary.

TABLE A-11

**IMPROVEMENT AREA NO. 9
ESTIMATED VALUE-TO-LIEN RATIOS
ALLOCATED BY PROPERTY OWNER**

Property Owner	Parcels	Projected Fiscal Year 2019-20		Fiscal Year 2019-20 Assigned Special Tax		Percent of Total Assigned Special Tax		Fiscal Year 2018-19 Assessed Value		Percent of Fiscal Year 2018-19 Assessed Value		Improvement Area No. 9 Bonds*		Aggregate Value-to-Lien Ratio ⁽³⁾	
		Special Tax Levy ⁽¹⁾ *	Fiscal Year 2019-20 Levy	Special Tax	Special Tax	Special Tax	Special Tax	2018-19 Assessed Value	2018-19 Assessed Value	2018-19 Assessed Value	2018-19 Assessed Value	Improvement Area No. 9 Bonds*	Improvement Area No. 9 Bonds*	Value-to-Lien Ratio ⁽³⁾	Value-to-Lien Ratio ⁽³⁾
Developed – Individually Owned	65	\$ 63,237	94.20%	\$ 66,569	94.20%	\$ 15,374,104	93.80%	\$ 367,391	41.85:1						
Developed – Owned by Other ⁽²⁾	4	<u>3,891</u>	<u>5.80</u>	<u>4,097</u>	<u>5.80</u>	<u>1,017,004</u>	<u>6.20</u>	<u>22,609</u>	<u>44.98:1</u>						
Total	69	\$ 67,128	100.00%	\$ 70,666	100.00%	\$ 16,391,108	100.00%	\$ 390,000	42.03:1						

* Preliminary, subject to change.

(1) Levied in an amount sufficient to pay debt service for the Improvement Area No. 9 Bonds and Administrative Expenses of \$20,000.

(2) Aggregate Value-to-Lien based upon the par amount of the Improvement Area No. 9 Bonds.

(3) Not owned by individuals, ownership listed as entities such as investors, banks or institutions.

Source: Webb Municipal Finance, LLC.

TABLE A-12
IMPROVEMENT AREA NO. 9
VALUE-TO-LIEN STRATIFICATION*

Assessed Value-to-Lien ⁽¹⁾	No. of Parcels	Percent of Total Parcels	Projected Fiscal Year 2019-20 Special Tax Levy ⁽²⁾	Percent of Projected Fiscal Year 2019-20 Levy	Fiscal Year 2019-20 Assigned Special Tax	Percent of Assigned Special Tax	Fiscal Year 2018-19 Assessed Value	Allocation of IA No. 9 Bonds	Aggregate Value-to-Lien
Less than 30,00:1 ⁽³⁾	5	7.25%	\$ 4,864	7.25%	\$ 5,121	7.25%	\$ 743,873	\$ 28,261	26.32:1
30,00:1 to 34,99:1	10	14.49	9,729	14.49	10,241	14.49	1,890,311	56,522	33.44:1
35,00:1 to 39,99:1	15	21.74	14,593	21.74	15,362	21.74	3,177,914	84,783	37.48:1
40,00:1 to 44,99:1	11	15.94	10,702	15.94	11,266	15.94	2,606,933	62,174	41.93:1
45,00:1 to 49,99:1	12	17.39	11,674	17.39	12,290	17.39	3,216,638	67,826	47.42:1
Greater than 49,99:1 ⁽⁴⁾	16	23.19	15,566	23.19	16,386	23.19	4,755,439	90,435	52.58:1
Total	69	100.00%	\$ 67,128	100.00%	\$ 70,666	100.00%	\$ 16,391,108	\$ 390,000	42.03:1

* Preliminary, subject to change.

(1) Assessed Value-to-Lien based upon par amount of the Improvement Area No. 9 Bonds.

(2) Levied in an amount sufficient to pay debt service for the Improvement Area No. 9 Bonds and Administrative Expenses of \$20,000.

(3) Minimum estimated Value-to-Lien is 24.41:1.

(4) Highest estimated Value-to-Lien is 57.15:1.

Source: Webb Municipal Finance, LLC.

Historical Assessed Values. The following table summarizes the historical and current assessed values within Improvement Area No. 9 over the past 5 Fiscal Years.

TABLE A-13

**IMPROVEMENT AREA NO. 9
HISTORIC ASSESSED VALUE**

<i>Fiscal Year⁽¹⁾</i>	<i>Total Parcels</i>	<i>Land Assessed Value</i>	<i>Improvement Assessed Value</i>	<i>Total Property Assessed Value⁽²⁾</i>	<i>Increase/(Decrease) in Property Assessed Value</i>
2014-15	69	\$3,108,801	\$10,258,384	\$13,367,185	N/A
2015-16	69	3,224,332	10,892,011	14,116,343	5.60%
2016-17	69	3,259,948	11,543,500	14,803,448	4.87
2017-18	69	3,277,332	12,315,869	15,593,201	5.33
2018-19	69	3,285,868	13,105,240	16,391,108	5.12

⁽¹⁾ Webb Municipal Finance, LLC is unable to confirm the accuracy of all data for fiscal years prior to Fiscal Year 2015-16.

⁽²⁾ Net assessed values as of January 1 of each year from the County Assessor's Roll.

Sources: Webb Municipal Finance, LLC; County Assessor.

Effective Tax Rate. Based on the principal amount of the Improvement Area No. 9 Bonds, interest costs and estimated Administrative Expenses, and Fiscal Year 2018-19 tax rates for all other taxing jurisdictions within Improvement Area No. 9, the total projected Fiscal Year 2019-20 average effective tax rate for Developed Property in Improvement Area No. 9 is approximately 1.88%* of the Fiscal Year 2018-19 average assessed value for parcels with improvement value.

* Preliminary, subject to change.

The following Table A-14 sets forth the estimated total tax obligation of property in Improvement Area No. 9 based on the average home size and an average assessed value (as provided by the County) in Improvement Area No. 9.

TABLE A-14
IMPROVEMENT AREA NO. 9
ESTIMATED AVERAGE FISCAL YEAR 2019-20 TAX OBLIGATION⁽¹⁾

Average Home Value ⁽²⁾	\$ 237,552
 <i>Ad Valorem Property Taxes:</i>	
Basic Levy (1.0000%)	2,375.52
Beaumont Unified School B & I (.07432%)	176.55
Mt. San Jacinto Community College District (0.01320%)	31.36
San Gorgonio Memorial Healthcare District (0.08692%)	206.48
San Gorgonio Pass Water Agency (0.18250%)	433.53
Total General Property Taxes	\$ 3,223.44
 <i>Assessment, Special Taxes & Parcel Charges:</i>	
Flood Control Stormwater/Cleanwater	\$ 3.35
San Gorgonio Hospital Measure D	55.10
CFD 93-1 IA 9 Beaumont Service ⁽³⁾	214.08
CFD 93-1 IA 9 Beaumont Facilities ⁽⁴⁾	972.87*
Total Assessment Charges	\$ 1,245.40*
 Average Total Property Tax	 \$ 4,468.84*
Average Effective Tax Rate	1.88%*

* Preliminary, subject to change.
⁽¹⁾ Average Fiscal Year 2019-20 tax rates based upon Fiscal Year 2018-19 overlapping taxes and assessment rates.
⁽²⁾ Average Home Value is based upon average assessed values for Developed Property with improvement value for Fiscal Year 2018-19 per Riverside County Equalized Roll data.
⁽³⁾ Reflects Improvement Area No. 9 average projected Fiscal Year 2019-20 Special Tax levy for services for Developed Property with improvement assessed value.
⁽⁴⁾ Reflects Improvement Area No. 9 average projected Fiscal Year 2019-20 Special Tax levy for facilities for Developed Property with improvement assessed value. Assumes issuance of Improvement Area No. 9 Bonds.
 Source: Webb Municipal Finance, LLC, based on assessed value information provided by the County.

Delinquencies. Unpaid amounts of the Special Taxes become delinquent after December 10 and April 10 of each Fiscal Year. Table A-15 below summarizes the Special Tax delinquencies within Improvement Area No. 9 for the past five Fiscal Years and as of April 25, 2019.

TABLE A-15
IMPROVEMENT AREA NO. 9
SPECIAL TAX LEVIES, DELINQUENCIES AND DELINQUENCY RATES
FISCAL YEARS 2014-15 THROUGH FISCAL YEAR 2018-19

<i>Fiscal Year⁽¹⁾</i>	<i>Amount Levied</i>	<i>Parcels Levied</i>	<i>Delinquencies Following Fiscal Year End</i>			<i>Delinquencies as of April 25, 2019</i>		
			<i>Parcels Delinquent</i>	<i>Amount Delinquent</i>	<i>Percent Delinquent</i>	<i>Parcels Delinquent</i>	<i>Amount Delinquent</i>	<i>Percent Delinquent</i>
2013-14	\$60,802.80	69	1	\$ 881.20	1.45%	0	\$0.00	0.00%
2014-15	62,018.58	69	2	1,348.23	2.17	0	0.00	0.00
2015-16	63,257.82	69	1	916.78	1.45	0	0.00	0.00
2016-17	64,521.90	69	1	935.10	1.45	0	0.00	0.00
2017-18	65,810.82	69	N/A	N/A	N/A	1	953.78	1.45

⁽¹⁾ Webb Municipal Finance, LLC is unable to confirm the accuracy of all data for fiscal years prior to Fiscal Year 2015-16.
 Source: Webb Municipal Finance, LLC.

Local Obligation Coverage. The following table shows the coverage on the Improvement Area No. 9 Bonds if Special Taxes were levied within Improvement Area No. 9 at the Assigned Special Tax rate and annual Administrative Expenses were \$26,000.

TABLE A-16
IMPROVEMENT AREA NO. 9 BONDS
LOCAL OBLIGATION COVERAGE TABLE

<i>Bond Year Ending September 1</i>	<i>Total Special Tax Revenues⁽¹⁾</i>	<i>Annual Administrative Expenses⁽²⁾</i>	<i>Net Special Tax Revenues</i>	<i>IA No. 9 Bonds Debt Service*</i>	<i>Coverage on IA No. 9 Bonds⁽³⁾ *</i>
2020	\$70,665.54	\$20,000.00	\$44,820.91	\$35,070.56	144.47%
2021	72,078.85	20,000.00	46,234.22	42,750.00	121.82
2022	73,520.43	20,000.00	47,675.80	41,750.00	128.19
2023	74,990.84	20,000.00	49,146.21	40,500.00	135.78
2024	76,490.65	20,000.00	50,646.02	39,250.00	143.93
2025	78,020.47	20,000.00	52,175.84	38,000.00	152.69
2026	79,580.87	20,000.00	53,736.24	41,750.00	142.71
2027	81,172.49	20,000.00	55,327.86	40,250.00	151.98
2028	82,795.94	20,000.00	56,951.31	38,750.00	162.05
2029	84,451.86	20,000.00	58,607.23	42,250.00	152.55
2030	86,140.90	20,000.00	60,296.27	40,500.00	163.31
2031	87,863.72	20,000.00	62,019.09	38,750.00	175.13
2032	89,620.99	20,000.00	46,234.22	42,000.00	165.76

* Preliminary, subject to change.
⁽¹⁾ Reflects estimated annual Assigned Special Taxes for 69 units classified as Developed Property.
⁽²⁾ Priority Administrative Expenses are equal to \$20,000.00 per year.
⁽³⁾ Calculated by dividing the Net Special Tax Revenues column by the IA No. 9 Bonds Debt Service column.
 Source: Webb Municipal Finance, LLC, except for debt service on the Improvement Area No. 9 Bonds, which was provided by the Underwriter.

Improvement Area No. 10A

Location and Description. Improvement Area No. 10A was formed by the City on November 5, 2002 and is located on the north side of Cougar Way at Palm Avenue in the north-eastern portion of the City. Improvement Area No. 10A consists of 146 homes, all of which have been sold to individuals and non-developer entities.

Assigned Special Taxes. Table A-17 below sets forth the Special Taxes that are projected to be levied on taxable property within Improvement Area No. 10A in Fiscal Year 2019-20. The Special Taxes in Improvement Area No. 10A may not be levied after Fiscal Year 2042-43. The final maturity of the Improvement Area No. 10A Bonds is September 1, 2032.

TABLE A-17
IMPROVEMENT AREA NO. 10A
PROJECTED ASSIGNED SPECIAL TAXES
FISCAL YEAR 2019-20

<i>Tax Class</i>	<i>Description</i>	<i>No. of Units</i>	<i>Assigned Special Tax Per Unit⁽¹⁾</i>	<i>Projected Fiscal Year 2019-20 Special Tax Per Unit*</i>	<i>Total Projected Fiscal Year 2019-20 Special Tax Levy^{(2)*}</i>	<i>Percent of Total</i>
D1	Residential Property Single Family	146	\$1,540	\$1,171	\$ 170,926	100.00%
D2	Residential Property Condominium	0	1,540	0	0	0.00
D3	Residential Property Apartment	0	1,540	0	0	0.00
NR1	Non-Residential	0	10,502	0	0	0.00
Totals		146			\$ 170,926	100.00%

* Preliminary, subject to change.

⁽¹⁾ Special Tax is per acre for Non-Residential Property.

⁽²⁾ Levied in an amount sufficient to cover debt service on the Improvement Area No. 10A Bonds and pay Administrative Expenses of \$30,000.

Source: Webb Municipal Finance, LLC.

For the complete text of the Improvement Area No. 10A Rate and Method, see Appendix D — “RATES AND METHODS OF APPORTIONMENT OF SPECIAL TAXES FOR THE TAXING JURISDICTIONS.”

Direct and Overlapping Debt. The Authority has obtained the assessed values of all of the taxable property in Improvement Area No. 10A, as established by the County Assessor for Fiscal Year 2018-19, which totals \$36,757,649.

Improvement Area No. 10A is included within the boundaries of overlapping local agencies providing governmental services. Some of these local agencies have outstanding bonds, and/or the authority to issue bonds, payable from taxes or assessments. The existing and authorized indebtedness payable from taxes and assessments that may be levied upon the property within Improvement Area No. 10A is shown in Table A-18 below. In addition to current debt, new community facilities districts and/or special assessment districts could be formed in the future encompassing all or a portion of the property within Improvement Area No. 10A; and such districts or the agencies that formed them could issue more bonds and levy additional special taxes or assessments. As referenced in Table A-18, there are two parcels within Improvement Area No. 10A which participates in the WRCOG HERO program. The assessed value-to-lien ratio of the property within Improvement Area No. 10A, based on the Fiscal Year 2018-19 assessed values and all such estimated direct and overlapping special tax and assessment indebtedness within Improvement Area No. 10A, and assuming that the Improvement Area No. 10A Bonds have been issued to refund the Prior Improvement Area No. 10A

Bonds, equals approximately 26.44.99-to-1.* This ratio does not include other overlapping debt within Improvement Area No. 10A. Taking that direct and overlapping debt into account, the ratio of the aggregate assessed value of the Taxable Property within Improvement Area No. 10A to the total principal amount of all direct and overlapping debt (including general obligation bonded debt) for Improvement Area No. 10A is approximately 14.72-to-1*.

* Preliminary, subject to change.

TABLE A-18
IMPROVEMENT AREA NO. 10A
DIRECT AND OVERLAPPING DEBT

I. ASSESSED VALUE

Fiscal Year 2018-19 Assessed Valuation⁽¹⁾ \$ 36,757,649

II. LAND SECURED BOND INDEBTEDNESS

<i>Outstanding Direct and Overlapping Bonded Debt</i>	<i>Type</i>	<i>No. of Parcels</i>	<i>Issued</i>	<i>Outstanding⁽²⁾</i>	<i>% Applicable</i>	<i>Amount Applicable</i>
BEAUMONT CFD 93-1 I.A. 10A	CFD	146	\$ 2,660,000	\$ 1,390,000*	100.00%	<u>\$ 1,390,000*</u>
TOTAL OUTSTANDING LAND SECURED BONDED DEBT⁽³⁾						\$ 1,390,000*

<i>Authorized and Unissued Direct and Overlapping Bonded Debt</i>	<i>Type</i>	<i>No. of Parcels</i>	<i>Authorized</i>	<i>Unissued⁽³⁾</i>	<i>% Applicable</i>	<i>Amount Applicable</i>
BEAUMONT CFD 93-1 I.A. 10A	CFD	146	\$ 2,660,000	\$ 0	100.00%	<u>\$ 0</u>
TOTAL UNISSUED LAND SECURED INDEBTEDNESS⁽³⁾						\$ 0

TOTAL OUTSTANDING AND UNISSUED LAND SECURED INDEBTEDNESS **\$ 1,390,000***

III. GENERAL OBLIGATION BOND INDEBTEDNESS

<i>Outstanding Direct and Overlapping Bonded Debt</i>	<i>Type</i>	<i>No. of Parcels</i>	<i>Issued</i>	<i>Outstanding</i>	<i>% Applicable⁽⁴⁾</i>	<i>Amount Applicable</i>
Beaumont Unified School B & I (0.07432%)	GO	146	\$ 91,658,583	\$ 88,450,508	0.633677%	\$ 560,491
MT San Jacinto Comm (0.01320%)	GO	146	190,000,000	172,650,000	0.041434	71,536
San Gorgonio Memorial Healthcare District (0.08692%)	GO	146	108,000,000	108,660,000	0.436865	474,698
San Gorgonio Pass Water Agency (0.18250%) ⁽⁵⁾	GO	146	0	0	0.405037	<u>0</u>
TOTAL OUTSTANDING GENERAL OBLIGATION BONDED DEBT⁽³⁾						\$ 1,106,725

<i>Authorized and Unissued Direct and Overlapping Indebtedness</i>	<i>Type</i>	<i>No. of Parcels</i>	<i>Authorized</i>	<i>Unissued</i>	<i>% Applicable⁽⁴⁾</i>	<i>Amount Applicable</i>
Beaumont Unified School B & I (0.07432%)	GO	146	\$ 141,000,000	\$ 49,341,417	0.633677%	\$ 312,665
MT San Jacinto Comm (0.01320%)	GO	146	295,000,000	105,000,000	0.041434	43,506
San Gorgonio Memorial Healthcare District (0.08692%)	GO	146	108,000,000	0	0.436865	0
San Gorgonio Pass Water Agency (0.18250%) ⁽⁶⁾	GO	146	0	0	0.405037	<u>0</u>
TOTAL UNISSUED GENERAL OBLIGATION INDEBTEDNESS⁽³⁾						\$ 356,171

TOTAL OUTSTANDING AND UNISSUED GENERAL OBLIGATION INDEBTEDNESS **\$ 1,462,896**

TOTAL OF ALL OUTSTANDING DIRECT AND OVERLAPPING BONDED DEBT⁽⁷⁾ **\$ 2,496,725***

TOTAL OF ALL OUTSTANDING AND UNISSUED DIRECT AND OVERLAPPING INDEBTEDNESS **\$ 2,852,896***

IV. Ratios to 2018-19 Assessed Valuation

Outstanding Land Secured Bonded Debt	26.44:1*
Total Outstanding Bonded Debt	14.72:1*

* Preliminary, subject to change.

(1) Fiscal Year 2018-19 Assessed Valuation data as of January 1, 2019, as provided by the County Assessor.

(2) Amount outstanding is equal to the initial principal amount of the Improvement Area No. 10A Bonds.

(3) Additional bonds may be issued for refunding purposes only.

(4) Additional bonded debt or available bond authorization may exist but is not shown because a tax was not levied for Fiscal Year 2018-19.

(5) Percentage applicable determined by Fiscal Year 2018-19 Equalized Roll Assessed Value information.

(6) Source: San Gorgonio Pass Water Agency. Agency is a State Water Contractor with debt obligation to the State of California for the Agency's portion of the State Water Project. As such, the Agency has not currently authorized or issued any bonds.

(7) As of August 2018, Riverside County tax records indicate that there were two property within Improvement Area No. 10A with charges related to the WRCOG HERO program.

Source: Webb Municipal Finance, LLC.

Value-to-Lien. All 146 parcels within Improvement Area No. 10A have been built and 143 of the 146 parcels have been transferred to individual homeowners. Table A-19 below allocates the Special Tax lien and share of the Improvement Area No. 10A Bonds based on the projected Fiscal Year 2019-20 Special Tax levy.

Table A-20 below sets forth the stratification of value-to-liens of the developed parcels within Improvement Area No. 10A based on Fiscal Year 2018-19 assessed value and each parcel's respective share of the principal amount of the Improvement Area No. 10A Bonds (allocated to each parcel based upon its respective share of the total projected Special Tax levy for Fiscal Year 2019-20) and the ratio of the assessed value to its share of the Improvement Area No. 10A Bonds. The ratio of the value of an individual lot within Improvement Area No. 10A to its respective share of the principal amount of the Improvement Area No. 10A Bonds can be expected to vary.

TABLE A-19
IMPROVEMENT AREA NO. 10A
ESTIMATED VALUE-TO-LIEN RATIOS
ALLOCATED BY PROPERTY OWNER

<i>Property Owner</i>	<i>Parcels</i>	<i>Projected Fiscal Year 2019-20</i>		<i>Fiscal Year 2019-20 Assigned Special Tax</i>		<i>Fiscal Year 2018-19 Assessed Value</i>		<i>Percent of Fiscal Year 2018-19 Assessed Value</i>		<i>Improvement Area No. 10A Bonds*</i>	<i>Aggregate Value-to-Lien Ratio⁽³⁾</i>
		<i>Special Tax Levy⁽¹⁾</i>	<i>Levy</i>	<i>Special Tax</i>	<i>Total Assigned Special Tax</i>	<i>2018-19 Assessed Value</i>	<i>2018-19 Assessed Value</i>	<i>2018-19 Assessed Value</i>	<i>2018-19 Assessed Value</i>		
Developed - Individually Owned	143	\$167,414	97.95%	\$220,258	97.95%	\$36,106,286	\$36,106,286	98.23%	\$1,361,438	26.52:1	
Developed - Owned by Other ⁽²⁾	3	3,512	2.05	4,621	2.05	651,363	651,363	1.77	28,562	22.81:1	
Total	146	\$170,926	100.00%	\$224,879	100.00%	\$36,757,649	\$36,757,649	100.00%	\$1,390,000	26.44:1	

* Preliminary, subject to change.

⁽¹⁾ Levied in an amount sufficient to pay debt service for the Improvement Area No. 10A Bonds and Administrative Expenses of \$30,000.

⁽²⁾ Aggregate Value-to-Lien based upon the par amount of the Improvement Area No. 10A Bonds.

⁽³⁾ Not owned by individuals, ownership listed as entities such as investors, banks or institutions.

Source: Webb Municipal Finance, LLC.

TABLE A-20
IMPROVEMENT AREA NO. 10A
VALUE-TO-LIEN STRATIFICATION*

Assessed Value-to-Lien ⁽¹⁾	No. of Parcels	Percent of Total Parcels	Projected Fiscal Year 2019-20 Special Tax Levy ⁽²⁾	Percent of Projected Fiscal Year 2019-20 Levy	Fiscal Year 2019-20 Assigned Special Tax	Percent of Assigned Special Tax	Fiscal Year 2018-19 Assessed Value	Percent of Fiscal Year 2018-19 Assessed Value	Allocation of IA No. 10A Bonds	Aggregate Value-to-Lien
Less than 20,00:1 ⁽³⁾	19	13.01%	\$ 22,244	13.01%	\$ 29,265	13.01%	\$ 3,194,262	8.69%	\$ 180,890	17.66:1
20,00:1 to 22,99:1	31	21.23	36,293	21.23	47,748	21.23	6,341,734	17.25	295,137	21.49:1
23,00:1 to 25,99:1	19	13.01	22,244	13.01	29,265	13.01	4,455,405	12.12	180,890	24.63:1
26,00:1 to 28,99:1	20	13.70	23,415	13.70	30,805	13.70	5,270,548	14.34	190,411	27.68:1
29,00:1 to 31,99:1	29	19.86	33,951	19.86	44,668	19.86	8,455,834	23.00	276,096	30.63:1
Greater than 31,99:1 ⁽⁴⁾	28	19.18	32,780	19.18	43,127	19.18	9,039,866	24.59	266,575	33.91:1
Total	146	100.00%	\$ 170,926	100.00%	\$ 224,879	100.00%	\$ 36,757,649	100.00%	\$ 1,390,000	26.44:1

* Preliminary, subject to change.

(1) Assessed Value-to-Lien based upon par amount of the Improvement Area No. 10A Bonds.

(2) Levied in an amount sufficient to pay debt service for the Improvement Area No. 10A Bonds and Administrative Expenses of \$30,000.

(3) Minimum estimated Value-to-Lien is 13.91:1.

(4) Highest estimated Value-to-Lien is 36.76:1.

Source: Webb Municipal Finance, LLC.

Historical Assessed Values. The following table summarizes the historical and current assessed values within Improvement Area No. 10A over the past 5 Fiscal Years.

TABLE A-21

**IMPROVEMENT AREA NO. 10A
HISTORIC ASSESSED VALUE**

<i>Fiscal Year⁽¹⁾</i>	<i>Total Parcels</i>	<i>Land Assessed Value</i>	<i>Improvement Assessed Value</i>	<i>Total Property Assessed Value⁽²⁾</i>	<i>Increase/(Decrease) in Property Assessed Value</i>
2014-15	146	\$7,305,157	\$21,851,579	\$29,156,736	N/A
2015-16	146	7,547,362	23,298,796	30,846,158	5.79%
2016-17	146	7,752,086	24,785,799	32,537,885	5.48
2017-18	146	7,905,587	26,513,829	34,419,416	5.78
2018-19	146	8,066,164	28,691,485	36,757,649	6.79

⁽¹⁾ Webb Municipal Finance, LLC is unable to confirm the accuracy of all data for fiscal years prior to Fiscal Year 2015-16.

⁽²⁾ Net assessed values as of January 1 of each year from the County Assessor's Roll.

Sources: Webb Municipal Finance, LLC; County Assessor.

Effective Tax Rate. Based on the principal amount of the Improvement Area No. 10A Bonds, interest costs and estimated Administrative Expenses, and Fiscal Year 2018-19 tax rates for all other taxing jurisdictions within Improvement Area No. 10A, the total projected Fiscal Year 2019-20 average effective tax rate for Developed Property in Improvement Area No. 10A is approximately 1.93%* of the Fiscal Year 2018-19 average assessed value for parcels with improvement value.

* Preliminary, subject to change.

The following Table A-22 sets forth the estimated total tax obligation of property in Improvement Area No. 10A based on the average home size and an average assessed value (as provided by the County) in Improvement Area No. 10A.

TABLE A-22
IMPROVEMENT AREA NO. 10A
ESTIMATED AVERAGE FISCAL YEAR 2019-20 TAX OBLIGATION⁽¹⁾

Average Home Value ⁽²⁾	\$	251,765
 <i>Ad Valorem Property Taxes:</i>		
Basic Levy (1.0000%)	\$	2,517.65
Beaumont Unified School B & I (.07432%)		187.11
Mt. San Jacinto Community College District (0.01320%)		33.23
San Gorgonio Memorial Healthcare District (0.08692%)		218.83
San Gorgonio Pass Water Agency (0.18250%)		459.47
Total General Property Taxes	\$	3,416.30
 <i>Assessment, Special Taxes & Parcel Charges:</i>		
Flood Control Stormwater/Cleanwater	\$	3.51
San Gorgonio Hospital Measure D		55.10
CFD 93-1 IA 10A Beaumont Service ⁽³⁾		214.08
CFD 93-1 IA 10A Beaumont Facilities ⁽⁴⁾		1,170.73*
Total Assessment Charges	\$	1,443.42*
 Average Total Property Tax	 \$	 4,859.72*
Average Effective Tax Rate		1.93%*

* Preliminary, subject to change.

⁽¹⁾ Average Fiscal Year 2018-19 tax rates based upon Fiscal Year 2018-19 overlapping taxes and assessment rates.

⁽²⁾ Average Home Value is based upon average assessed values for Developed Property with improvement value for Fiscal Year 2018-19 per Riverside County Equalized Roll data.

⁽³⁾ Reflects Improvement Area No. 10A average projected Fiscal Year 2019-20 Special Tax levy for services for Developed Property with improvement assessed value.

⁽⁴⁾ Reflects Improvement Area No. 10A average projected Fiscal Year 2019-20 Special Tax levy for facilities for Developed Property with improvement assessed value. Assumes issuance of the Improvement Area No. 10A Bonds.

Source: Webb Municipal Finance, LLC, based on assessed value information provided by the County.

Delinquencies. Unpaid amounts of the Special Taxes become delinquent after December 10 and April 10 of each Fiscal Year. Table A-23 below summarizes the Special Tax delinquencies within Improvement Area No. 10A for the past five Fiscal Years and as of April 25, 2019.

TABLE A-23
IMPROVEMENT AREA NO. 10A
SPECIAL TAX LEVIES, DELINQUENCIES AND DELINQUENCY RATES
FISCAL YEARS 2014-15 THROUGH FISCAL YEAR 2018-19

Fiscal Year ⁽¹⁾	Amount Levied	Parcels Levied	Delinquencies Following Fiscal Year End			Delinquencies as of April 25, 2019		
			Parcels Delinquent	Amount Delinquent	Percent Delinquent	Parcels Delinquent	Amount Delinquent	Percent Delinquent
2014-15	\$203,670.00	146	1	\$697.50	0.34%	0	\$ 0.00	0.00%
2015-16	207,752.16	146	0	0.00	0.00	0	0.00	0.00
2016-17	211,907.32	146	1	725.71	0.34	0	0.00	0.00
2017-18	213,262.20	146	0	0.00	0.00	0	0.00	0.00
2018-19	189,712.40	146	N/A	N/A	N/A	2	1,949.10	1.03

⁽¹⁾ Webb Municipal Finance, LLC is unable to confirm the accuracy of all data for fiscal years prior to Fiscal Year 2015-16. Source: Webb Municipal Finance, LLC.

Local Obligation Coverage. The following table shows the coverage on the Improvement Area No. 10A Bonds if Special Taxes were levied within Improvement Area No. 10A at the Assigned Special Tax rate and annual Administrative Expenses were \$30,000.

TABLE A-24
IMPROVEMENT AREA NO. 10A BONDS
LOCAL OBLIGATION COVERAGE TABLE

Bond Year Ending September 1	Total Special Tax Revenues ⁽¹⁾	Annual Administrative Expenses ⁽²⁾	Net Special Tax Revenues	IA No. 10A Bonds Debt Service*	Coverage on IA No. 10A Bonds ⁽³⁾
2020	\$224,878.77	\$30,000.00	\$194,878.77	\$141,460.00	137.76%
2021	229,376.35	30,000.00	199,376.35	142,700.00	139.72
2022	233,963.87	30,000.00	203,963.87	144,500.00	141.15
2023	238,643.15	30,000.00	208,643.15	145,250.00	143.64
2024	243,416.01	30,000.00	213,416.01	145,750.00	146.43
2025	248,284.34	30,000.00	218,284.34	141,000.00	154.81
2026	253,250.02	30,000.00	223,250.02	141,250.00	158.05
2027	258,315.02	30,000.00	228,315.02	141,250.00	161.64
2028	263,481.32	30,000.00	233,481.32	141,000.00	165.59
2029	268,750.95	30,000.00	238,750.95	145,500.00	164.09
2030	274,125.97	30,000.00	244,125.97	144,500.00	168.95
2031	279,608.49	30,000.00	249,608.49	143,250.00	174.25
2032	285,200.66	30,000.00	199,376.35	141,750.00	180.04

* Preliminary, subject to change.
⁽¹⁾ Reflects estimated annual Assigned Special Taxes for 146 units classified as Developed Property.
⁽²⁾ Priority Administrative Expenses are equal to \$30,000 per year.
⁽³⁾ Calculated by dividing the Net Special Tax Revenues column by the IA No. 10A Bonds Debt Service column.
 Source: Webb Municipal Finance, LLC, except for debt service on the Improvement Area No. 10A Bonds, which was provided by the Underwriter.

Improvement Area No. 11

Location and Description. Improvement Area No. 11 was formed by the City on January 29, 1993 and is located south of Cougar Avenue and east of Beaumont Avenue in the northern portion of the City.

Improvement Area No. 11 consists of 140 homes, all of which have been sold to individuals and non-developer entities.

Assigned Special Taxes. Table A-25 below sets forth the Special Taxes that are projected to be levied on taxable property within Improvement Area No. 11 in Fiscal Year 2019-20. The Special Taxes in Improvement Area No. 11 may not be levied after Fiscal Year 2042-43. The final maturity of the Improvement Area No. 11 Bonds is September 1, 2032.

TABLE A-25
IMPROVEMENT AREA NO. 11
PROJECTED ASSIGNED SPECIAL TAXES
FISCAL YEAR 2019-20

<i>Land Use</i>	<i>Tax Class</i>	<i>Description</i>	<i>No. of Units</i>	<i>Assigned Special Tax Per Unit⁽¹⁾</i>	<i>Projected Fiscal Year 2019-20 Special Tax Per Unit*</i>	<i>Total Projected Fiscal Year 2019-20 Special Tax Levy^{(2)*}</i>	<i>Percent of Total</i>
Single Family	11-D1	3,000 sq. ft. or more	0	\$1,929	\$0	\$ 0	0.00%
Single Family	11-D2	2,750 sq. ft. to 2,999 sq. ft.	0	1,769	0	0	0.00
Single Family	11-D3	2,500 sq. ft. to 2,749 sq. ft.	0	1,608	0	0	0.00
Single Family	11-D4	2,250 sq. ft. to 2,499 sq. ft.	0	1,479	0	0	0.00
Single Family	11-D5	2,000 sq. ft. to 2,249 sq. ft.	0	1,350	0	0	0.00
Single Family	11-D6	1,750 sq. ft. to 1,999 sq. ft.	7	1,156	589	4,123	3.38
Single Family	11-D7	1,500 sq. ft. to 1,749 sq. ft.	23	1,014	517	11,882	9.75
Single Family	11-D8	1,250 sq. ft. to 1,499 sq. ft.	5	852	434	2,170	1.78
Single Family	11-D9	1,000 sq. ft. to 1,249 sq. ft.	2	689	351	702	0.58
Single Family	11-D10	Less than 1,000 sq. ft.	0	666	0	0	0.00
Apartment	11-D11	N/A	0	567	0	0	0.00
Commercial	11-D12	N/A	0	7,960	0	0	0.00
Single Family	11A-D1	3,000 sq. ft. or more	0	2,990	0	0	0.00
Single Family	11A-D2	2,750 sq. ft. to 2,999 sq. ft.	0	2,741	0	0	0.00
Single Family	11A-D3	2,500 sq. ft. to 2,749 sq. ft.	3	2,493	1,270	3,810	3.13
Single Family	11A-D4	2,250 sq. ft. to 2,499 sq. ft.	25	2,293	1,168	29,197	23.95
Single Family	11A-D5	2,000 sq. ft. to 2,249 sq. ft.	30	2,093	1,066	31,993	26.24
Single Family	11A-D6	1,750 sq. ft. to 1,999 sq. ft.	18	1,792	913	16,434	13.48
Single Family	11A-D7	1,500 sq. ft. to 1,749 sq. ft.	11	1,571	800	8,805	7.22
Single Family	11A-D8	1,250 sq. ft. to 1,499 sq. ft.	16	1,571	800	12,807	10.50
Single Family	11A-D9	1,000 sq. ft. to 1,249 sq. ft.	0	1,571	0	0	0.00
Single Family	11A-D10	Less than 1,000 sq. ft.	0	1,571	0	0	0.00
Apartment	11A-D11	N/A	0	1,571	0	0	0.00
Commercial	11A-D12	N/A	0	12,338	0	0	0.00
Totals			140			\$ 121,923	100.00%

* Preliminary, subject to change.

(1) Special Tax is per acre for Commercial Property.

(2) Levied in an amount sufficient to cover debt service on the Improvement Area No. 11 Bonds and pay Administrative Expenses of \$30,000. Source: Webb Municipal Finance, LLC.

For the complete text of the Improvement Area No. 11 Rate and Method, see Appendix D — “RATES AND METHODS OF APPORTIONMENT OF SPECIAL TAXES FOR THE TAXING JURISDICTIONS.”

Direct and Overlapping Debt. The Authority has obtained the assessed values of all of the taxable property in Improvement Area No. 11, as established by the County Assessor for Fiscal Year 2018-19, which totals \$34,018,678.

Improvement Area No. 11 is included within the boundaries of overlapping local agencies providing governmental services. Some of these local agencies have outstanding bonds, and/or the authority to issue bonds, payable from taxes or assessments. The existing and authorized indebtedness payable from taxes and assessments that may be levied upon the property within Improvement Area No. 11 is shown in Table A-26 below. In addition to current debt, new community facilities districts and/or special assessment districts could be formed in the future encompassing all or a portion of the property within Improvement Area No. 11; and such districts or the agencies that formed them could issue more bonds and levy additional special taxes or assessments. No parcels within Improvement Area No. 11 participate in the WRCOG HERO program. The assessed value-to-lien ratio of the property within Improvement Area No. 11, based on the Fiscal Year 2018-19 assessed values and all such estimated direct and overlapping special tax and assessment indebtedness within Improvement Area No. 11, and assuming that the Improvement Area No. 11 Bonds have been issued to refund the Prior Improvement Area No. 11 Bonds, equals approximately 39.56-to-1.* This ratio does not include other overlapping debt within Improvement Area No. 11. Taking that direct and overlapping debt into account, the ratio of the aggregate assessed value of the Taxable Property within Improvement Area No. 11 to the total principal amount of all direct and overlapping debt (including general obligation bonded debt) for Improvement Area No. 11 is approximately 18.05-to-1*.

* Preliminary, subject to change.

TABLE A-26
IMPROVEMENT AREA NO. 11
DIRECT AND OVERLAPPING DEBT

I. ASSESSED VALUE

Fiscal Year 2018-19 Assessed Valuation⁽¹⁾ \$ 34,018,678

II. LAND SECURED BOND INDEBTEDNESS

<i>Outstanding Direct and Overlapping Bonded Debt</i>	<i>Type</i>	<i>No. of Parcels</i>	<i>Issued</i>	<i>Outstanding⁽²⁾</i>	<i>% Applicable</i>	<i>Amount Applicable</i>
BEAUMONT CFD 93-1 I.A. 11	CFD	140	\$ 1,845,000	\$ 860,000*	100.00%	\$ 860,000*
TOTAL OUTSTANDING LAND SECURED BONDED DEBT⁽³⁾						\$ 860,000*

<i>Authorized and Unissued Direct and Overlapping Bonded Debt</i>	<i>Type</i>	<i>No. of Parcels</i>	<i>Authorized</i>	<i>Unissued⁽³⁾</i>	<i>% Applicable</i>	<i>Amount Applicable</i>
BEAUMONT CFD 93-1 I.A. 11	CFD	140	\$ 3,185,000	\$ 0	100.00%	\$ 0
TOTAL UNISSUED LAND SECURED INDEBTEDNESS⁽³⁾						\$ 0

TOTAL OUTSTANDING AND UNISSUED LAND SECURED INDEBTEDNESS **\$ 860,000***

III. GENERAL OBLIGATION BOND INDEBTEDNESS

<i>Outstanding Direct and Overlapping Bonded Debt</i>	<i>Type</i>	<i>No. of Parcels</i>	<i>Issued</i>	<i>Outstanding</i>	<i>% Applicable⁽⁴⁾</i>	<i>Amount Applicable</i>
Beaumont Unified School B & I (0.07432%)	GO	140	\$ 91,658,583	\$ 88,450,508	0.586459%	\$ 518,726
MT San Jacinto Comm (0.01320%)	GO	140	190,000,000	172,650,000	0.038347	66,206
San Gorgonio Memorial Healthcare District (0.08692%)	GO	140	108,000,000	108,660,000	0.404312	439,325
San Gorgonio Pass Water Agency (0.18250%) ⁽⁵⁾	GO	140	0	0	0.374856	0
TOTAL OUTSTANDING GENERAL OBLIGATION BONDED DEBT⁽³⁾						\$ 1,024,257

<i>Authorized and Unissued Direct and Overlapping Indebtedness</i>	<i>Type</i>	<i>No. of Parcels</i>	<i>Authorized</i>	<i>Unissued</i>	<i>% Applicable⁽⁶⁾</i>	<i>Amount Applicable</i>
Beaumont Unified School B & I (0.07432%)	GO	140	\$ 141,000,000	\$ 49,341,417	0.586459%	\$ 289,367
MT San Jacinto Comm (0.01320%)	GO	140	295,000,000	105,000,000	0.038347	40,264
San Gorgonio Memorial Healthcare District (0.08692%)	GO	140	108,000,000	0	0.404312	0
San Gorgonio Pass Water Agency (0.18250%) ⁽⁶⁾	GO	140	0	0	0.374856	0
TOTAL UNISSUED GENERAL OBLIGATION INDEBTEDNESS⁽³⁾						\$ 329,631

TOTAL OUTSTANDING AND UNISSUED GENERAL OBLIGATION INDEBTEDNESS **\$ 1,353,888**

TOTAL OF ALL OUTSTANDING DIRECT AND OVERLAPPING BONDED DEBT⁽⁷⁾ **\$ 1,884,257***

TOTAL OF ALL OUTSTANDING AND UNISSUED DIRECT AND OVERLAPPING INDEBTEDNESS **\$ 2,213,888***

IV. Ratios to 2018-19 Assessed Valuation

Outstanding Land Secured Bonded Debt	39.56:1*
Total Outstanding Bonded Debt	18.05:1*

* Preliminary, subject to change.

(1) Fiscal Year 2018-19 Assessed Valuation data as of January 1, 2019, as provided by the County Assessor.

(2) Amount outstanding is equal to the initial principal amount of the Improvement Area No. 11 Bonds.

(3) Additional bonds may be issued for refunding purposes only.

(4) Additional bonded debt or available bond authorization may exist but is not shown because a tax was not levied for Fiscal Year 2018-19.

(5) Percentage applicable determined by Fiscal Year 2018-19 Equalized Roll Assessed Value information.

(6) Source: San Gorgonio Pass Water Agency. Agency is a State Water Contractor with debt obligation to the State of California for the Agency's portion of the State Water Project. As such, the Agency has not currently authorized or issued any bonds.

(7) As of August 2018, Riverside County tax records indicate that no properties within Improvement Area No. 11 have charges related to the WRCOG HERO program.

Source: Webb Municipal Finance, LLC.

Value-to-Lien. All 140 parcels within Improvement Area No. 11 have been built and transferred to individual homeowners and non-developer entities. Table A-27 below allocates the Special Tax lien and share of the Improvement Area No. 11 Bonds based on the projected Fiscal Year 2019-20 Special Tax levy.

Table A-28 below sets forth the stratification of value-to-liens of the developed parcels within Improvement Area No. 11 based on Fiscal Year 2018-19 assessed value and each parcel's respective share of the principal amount of the Improvement Area No. 11 Bonds (allocated to each parcel based upon its respective share of the total projected Special Tax levy for Fiscal Year 2019-20) and the ratio of the assessed value to its share of the Improvement Area No. 11 Bonds. The ratio of the value of an individual lot within Improvement Area No. 11 to its respective share of the principal amount of the Improvement Area No. 11 Bonds can be expected to vary.

TABLE A-27

**IMPROVEMENT AREA NO. 11
ESTIMATED VALUE-TO-LIEN RATIOS
ALLOCATED BY PROPERTY OWNER**

Property Owner	Parcels	Projected Fiscal Year 2019-20		Percent of Fiscal Year 2019-20 Levy	Fiscal Year 2019-20 Assigned Special Tax		Percent of Total Assigned Special Tax	Fiscal Year 2018-19 Assessed Value		Percent of Fiscal Year 2018-19 Assessed Value	Improvement Area No. 11 Bonds*	Aggregate Value-to-Lien Ratio ⁽²⁾
		Special Tax Levy ⁽¹⁾										
Developed Individual Owned	138	\$120,606	\$236,755	98.92%	\$236,755	98.92%	\$33,601,655	98.77%	\$850,710	39.50:1		
Developed Investor Owned ⁽³⁾	1	517	1,014	0.42	1,014	0.42	156,923	0.46	3,644	43.07:1		
Developed Bank Owned ⁽³⁾	1	800	1,571	0.66	1,571	0.66	260,100	0.76	5,646	46.07:1		
Total	140	\$121,923	\$239,341	100.00%	\$239,341	100.00%	\$34,018,678	100.00%	\$860,000	39.56:1		

* Preliminary, subject to change.

(1) Levied in an amount sufficient to pay debt service for the Improvement Area No. 11 Bonds and Administrative Expenses of \$30,000.

(2) Aggregate Value-to-Lien based upon the par amount of the Improvement Area No. 11 Bonds.

(3) Not owned by individuals, ownership listed as entities such as investors, banks or institutions.

Source: Webb Municipal Finance, LLC.

TABLE A-28

**IMPROVEMENT AREA NO. 11
VALUE-TO-LIEN STRATIFICATION***

Assessed Value-to-Lien ⁽¹⁾	No. of Parcels	Percent of Total Parcels	Projected Fiscal Year 2019-20 Special Tax Levy ⁽²⁾	Percent of Projected Fiscal Year 2019-20 Levy	Fiscal Year 2019-20 Assigned Special Tax	Percent of Assigned Special Tax	Fiscal Year 2018-19 Assessed Value	Percent of Fiscal Year 2018-19 Assessed Value	Allocation of LA No. 11 Bonds	Aggregate Value-to-Lien
Less than 30.00:1 ⁽³⁾	30	21.43%	\$ 32,247	26.45%	\$ 63,302	26.45%	\$ 6,058,934	17.81%	\$ 227,457	26.64:1
30.00:1 to 39.99:1	34	24.29	34,521	28.31	67,767	28.31	8,316,312	24.45	243,500	34.15:1
40.00:1 to 49.99:1	36	25.71	30,593	25.09	60,056	25.09	9,499,696	27.92	215,792	44.02:1
50.00:1 to 59.99:1	25	17.86	16,947	13.90	33,268	13.90	6,325,491	18.59	119,537	52.92:1
Greater than 59.99:1 ⁽⁴⁾	15	10.71	7,615	6.25	14,949	6.25	3,818,245	11.22	53,714	71.09:1
Total	140	100.00%	\$ 121,923	100.00%	\$ 239,341	100.00%	\$34,018,678	100.00%	\$ 860,000	39.56:1

* Preliminary, subject to change.

(1) Assessed Value-to-Lien based upon par amount of the Improvement Area No. 11 Bonds.

(2) Levied in an amount sufficient to pay debt service for the Improvement Area No. 11 Bonds and Administrative Expenses of 30,000.

(3) Minimum estimated Value-to-Lien is 23.05:1.

(4) Highest estimated Value-to-Lien is 102.93:1.

Source: Webb Municipal Finance, I.I.C.

Historical Assessed Values. The following table summarizes the historical and current assessed values within Improvement Area No. 11 over the past 5 Fiscal Years.

TABLE A-29

**IMPROVEMENT AREA NO. 11
HISTORIC ASSESSED VALUE**

<i>Fiscal Year⁽¹⁾</i>	<i>Total Parcels</i>	<i>Land Assessed Value</i>	<i>Improvement Assessed Value</i>	<i>Total Property Assessed Value⁽²⁾</i>	<i>Increase/(Decrease) in Property Assessed Value</i>
2014-15	140	\$6,337,429	\$21,748,254	\$28,085,683	N/A
2015-16	140	6,440,308	23,145,050	29,585,358	5.34%
2016-17	140	6,423,863	24,265,733	30,689,596	3.73
2017-18	140	6,548,113	25,763,565	32,311,678	5.29
2018-19	140	6,650,054	27,368,624	34,018,678	5.28

⁽¹⁾ Webb Municipal Finance, LLC is unable to confirm the accuracy of all data for fiscal years prior to Fiscal Year 2015-16.

⁽²⁾ Net assessed values as of January 1 of each year from the County Assessor's Roll.

Sources: Webb Municipal Finance, LLC; County Assessor.

Effective Tax Rate. Based on the principal amount of the Improvement Area No. 11 Bonds, interest costs and estimated Administrative Expenses, and Fiscal Year 2018-19 tax rates for all other taxing jurisdictions within Improvement Area No. 11, the total projected Fiscal Year 2019-20 average effective tax rate for Developed Property in Improvement Area No. 11 is approximately 1.83%* of the Fiscal Year 2018-19 average assessed value for parcels with improvement value.

* Preliminary, subject to change.

The following Table A-30 sets forth the estimated total tax obligation of property in Improvement Area No. 11 based on the average home size and an average assessed value (as provided by the County) in Improvement Area No. 11.

TABLE A-30

**IMPROVEMENT AREA NO. 11
ESTIMATED AVERAGE FISCAL YEAR 2019-20 TAX OBLIGATION⁽¹⁾**

Average Home Value ⁽²⁾	\$ 242,991
 <i>Ad Valorem Property Taxes:</i>	
Basic Levy (1.0000%)	\$ 2,429.91
Beaumont Unified School B & I (0.07432%)	180.59
Mt. San Jacinto Community College District (0.01320%)	32.07
San Gorgonio Memorial Healthcare District (0.08692%)	211.21
San Gorgonio Pass Water Agency (0.18250%)	<u>443.46</u>
Total General Property Taxes	\$ 3,297.24
 <i>Assessment, Special Taxes & Parcel Charges:</i>	
Flood Control Stormwater/Cleanwater	\$ 3.33
San Gorgonio Hospital Measure D	55.10
CFD 93-1 IA 11 Beaumont Service ⁽³⁾	230.61
CFD 93-1 IA 11 Beaumont Facilities ⁽⁴⁾	<u>870.88*</u>
Total Assessment Charges	\$ <u>1,159.93*</u>
 Average Total Property Tax	 \$ 4,457.16*
Average Effective Tax Rate	1.83%*

* Preliminary, subject to change.

⁽¹⁾ Average Fiscal Year 2019-20 tax rates based upon Fiscal Year 2018-19 overlapping taxes and assessment rates.

⁽²⁾ Average Home Value is based upon average assessed values for Developed Property with improvement value for Fiscal Year 2018-19 per Riverside County Equalized Roll data.

⁽³⁾ Reflects Improvement Area No. 11 average projected Fiscal Year 2019-20 Special Tax levy for services for Developed Property with improvement assessed value.

⁽⁴⁾ Reflects Improvement Area No. 11 average projected Fiscal Year 2019-20 Special Tax levy for facilities for Developed Property with improvement assessed value. Assumes issuance of Improvement Area No. 11 Bonds.

Source: Webb Municipal Finance, LLC, based on assessed value information provided by the County.

Delinquencies. Unpaid amounts of the Special Taxes become delinquent after December 10 and April 10 of each Fiscal Year. Table A-31 below summarizes the Special Tax delinquencies within Improvement Area No. 11 for the past five Fiscal Years and as of April 25, 2019.

**TABLE A-31
IMPROVEMENT AREA NO. 11
SPECIAL TAX LEVIES, DELINQUENCIES AND DELINQUENCY RATES
FISCAL YEARS 2014-15 THROUGH FISCAL YEAR 2018-19**

<i>Fiscal Year⁽¹⁾</i>	<i>Amount Levied</i>	<i>Parcels Levied</i>	<i>Delinquencies Following Fiscal Year End</i>			<i>Delinquencies as of April 25, 2019</i>		
			<i>Parcels Delinquent</i>	<i>Amount Delinquent</i>	<i>Percent Delinquent</i>	<i>Parcels Delinquent</i>	<i>Amount Delinquent</i>	<i>Percent Delinquent</i>
2014-15	\$193,910.80	140	3	\$3,573.00	1.84%	0	\$ 0.00	0.00%
2015-16	197,790.64	140	0	0.00	0.00	0	0.00	0.00
2016-17	201,744.74	140	1	882.30	0.44	0	0.00	0.00
2017-18	179,754.16	140	0	0.00	0.00	0	0.00	0.00
2018-19	133,160.96	140	N/A	N/A	N/A	2	1,774.09	1.33

⁽¹⁾ Webb Municipal Finance, LLC is unable to confirm the accuracy of all data for fiscal years prior to Fiscal Year 2015-16.
Source: Webb Municipal Finance, LLC.

Local Obligation Coverage. The following table shows the coverage on the Improvement Area No. 11 Bonds if Special Taxes were levied within Improvement Area No. 11 at the Assigned Special Tax rate and annual Administrative Expenses were \$30,000.

**TABLE A-32
IMPROVEMENT AREA NO. 11 BONDS
LOCAL OBLIGATION COVERAGE TABLE**

<i>Bond Year Ending September 1</i>	<i>Total Special Tax Revenues⁽¹⁾</i>	<i>Annual Administrative Expenses⁽²⁾</i>	<i>Net Special Tax Revenues</i>	<i>IA No. 11 Bonds Debt Service[*]</i>	<i>Coverage on IA No. 11 Bonds⁽³⁾ *</i>
2020	\$239,340.63	\$30,000.00	\$209,340.96	\$91,923.19	227.73%
2021	244,127.44	30,000.00	214,127.44	90,750.00	235.95
2022	249,009.99	30,000.00	219,009.99	93,250.00	234.86
2023	253,990.19	30,000.00	223,990.19	90,500.00	247.50
2024	259,069.99	30,000.00	229,069.99	92,750.00	246.98
2025	264,251.39	30,000.00	234,251.39	89,750.00	261.00
2026	269,536.42	30,000.00	239,536.42	91,750.00	261.08
2027	274,927.15	30,000.00	244,927.15	93,500.00	261.95
2028	280,425.69	30,000.00	250,425.69	90,000.00	278.25
2029	286,034.20	30,000.00	256,034.20	91,500.00	279.82
2030	291,754.89	30,000.00	261,754.89	92,750.00	282.22
2031	297,589.99	30,000.00	267,589.99	93,750.00	285.43
2032	303,541.78	30,000.00	273,541.78	94,500.00	289.46

* Preliminary, subject to change.
⁽¹⁾ Reflects estimated annual Assigned Special Taxes for 140 units classified as Developed Property.
⁽²⁾ Priority Administrative Expenses are equal to \$30,000 per year.
⁽³⁾ Calculated by dividing the Net Special Tax Revenues column by the IA No. 11 Bonds Debt Service column.
 Source: Webb Municipal Finance, LLC, except for debt service on the Improvement Area No. 11 Bonds, which was provided by the Underwriter.

Improvement Area No. 12A

Location and Description. Improvement Area No. 12A was formed by the City on November 5, 2002 and is located south of Brookside Avenue and east of Palm Avenue in the north-eastern portion of the City. Improvement Area No. 12A consists of 107 homes, all of which have been sold to individuals and non-

developer entities. One parcel prepaid its Special Tax obligation effective Fiscal Year 2016-17; accordingly, the Special Tax in Improvement Area No. 12A will be levied against 106 parcels (subject to any further Special Tax prepayments).

Assigned Special Taxes. Table A-33 below sets forth the Special Taxes that are projected to be levied on taxable property within Improvement Area No. 12A in Fiscal Year 2019-20. The Special Taxes in Improvement Area No. 12A may not be levied after Fiscal Year 2042-43. The final maturity of the Improvement Area No. 12A Bonds is September 1, 2032.

TABLE A-33
IMPROVEMENT AREA NO. 12A
PROJECTED ASSIGNED SPECIAL TAXES
FISCAL YEAR 2019-20

<i>Tax Class</i>	<i>Description</i>	<i>No. of Units</i>	<i>Assigned Special Tax Per Unit⁽¹⁾</i>	<i>Projected Fiscal Year 2019-20 Special Tax Per Unit*</i>	<i>Total Projected Fiscal Year 2019-20 Special Tax Levy⁽²⁾</i>	<i>Percent of Total</i>
D1	Residential Property less than 2,000 sq. ft.	61	\$1,400	\$1,061	\$ 64,728	55.20%
D2	Residential Property 2,000 sq. ft. or more	45	1,540	1,167	52,526	44.80
D3	Non-Residential Property	0	10,502	0	0	0.00
Totals		106			\$ 117,254	100.00%

* Preliminary, subject to change.

(1) Special Tax is per acre for Non-Residential and Undeveloped Property.

(2) Levied in an amount sufficient to cover debt service on the Improvement Area No. 12A Bonds and pay Administrative Expenses of \$30,000.

Source: Webb Municipal Finance, LLC.

For the complete text of the Improvement Area No. 12A Rate and Method, see Appendix D — “RATES AND METHODS OF APPORTIONMENT OF SPECIAL TAXES FOR THE TAXING JURISDICTIONS.”

Direct and Overlapping Debt. The Authority has obtained the assessed values of all of the taxable property in Improvement Area No. 12A, as established by the County Assessor for Fiscal Year 2018-19, which totals \$27,304,394.

Improvement Area No. 12A is included within the boundaries of overlapping local agencies providing governmental services. Some of these local agencies have outstanding bonds, and/or the authority to issue bonds, payable from taxes or assessments. The existing and authorized indebtedness payable from taxes and assessments that may be levied upon the property within Improvement Area No. 12A is shown in Table A-34 below. In addition to current debt, new community facilities districts and/or special assessment districts could be formed in the future encompassing all or a portion of the property within Improvement Area No. 12A; and such districts or the agencies that formed them could issue more bonds and levy additional special taxes or assessments. As referenced in Table A-34, there are 2 parcels within Improvement Area No. 12A which participate in the WRCOG HERO program. The assessed value-to-lien ratio of the property within Improvement Area No. 12A, based on the Fiscal Year 2018-19 assessed values and all such estimated direct and overlapping special tax and assessment indebtedness within Improvement Area No. 12A, and assuming that the Improvement Area No. 12A Bonds have been issued to refund the Prior Improvement Area No. 12A Bonds, equals approximately 31.57-to-1.* This ratio does not include other overlapping debt within Improvement Area No. 12A. Taking that direct and overlapping debt into account, the ratio of the aggregate assessed value of the Taxable Property within Improvement Area No. 12A to the total principal amount of all

* Preliminary, subject to change.

direct and overlapping debt (including general obligation bonded debt) for Improvement Area No. 12A is approximately 16.18-to-1*.

TABLE A-34
IMPROVEMENT AREA NO. 12A
DIRECT AND OVERLAPPING DEBT

I. ASSESSED VALUE

Fiscal Year 2018-19 Assessed Valuation⁽¹⁾ \$ 27,304,394

II. LAND SECURED BOND INDEBTEDNESS

<i>Outstanding Direct and Overlapping Bonded Debt</i>	<i>Type</i>	<i>No. of Parcels</i>	<i>Issued</i>	<i>Outstanding⁽²⁾</i>	<i>% Applicable</i>	<i>Amount Applicable</i>
BEAUMONT CFD 93-1 I.A. 12A	CFD	106	\$ 1,644,000	\$ 865,000*	100.00%	\$ 865,000*
TOTAL OUTSTANDING LAND SECURED BONDED DEBT⁽³⁾						\$ 865,000*

<i>Authorized and Unissued Direct and Overlapping Bonded Debt</i>	<i>Type</i>	<i>No. of Parcels</i>	<i>Authorized</i>	<i>Unissued⁽³⁾</i>	<i>% Applicable</i>	<i>Amount Applicable</i>
BEAUMONT CFD 93-1 I.A. 12A	CFD	106	\$ 4,010,000	\$ 0	100.00%	\$ 0
TOTAL UNISSUED LAND SECURED INDEBTEDNESS⁽³⁾						\$ 0

TOTAL OUTSTANDING AND UNISSUED LAND SECURED INDEBTEDNESS \$ 865,000*

III. GENERAL OBLIGATION BOND INDEBTEDNESS

<i>Outstanding Direct and Overlapping Bonded Debt</i>	<i>Type</i>	<i>No. of Parcels</i>	<i>Issued</i>	<i>Outstanding</i>	<i>% Applicable⁽⁴⁾</i>	<i>Amount Applicable</i>
Beaumont Unified School B & I (0.07432%)	GO	106	\$ 91,658,583	\$ 88,450,508	0.470710%	\$ 416,345
MT San Jacinto Comm (0.01320%)	GO	106	190,000,000	172,650,000	0.030778	53,138
San Geronio Memorial Healthcare District (0.08692%)	GO	106	108,000,000	108,660,000	0.324513	352,616
San Geronio Pass Water Agency (0.18250%) ⁽⁵⁾	GO	106	0	0	0.300870	0
TOTAL OUTSTANDING GENERAL OBLIGATION BONDED DEBT⁽³⁾						\$ 822,099

<i>Authorized and Unissued Direct and Overlapping Indebtedness</i>	<i>Type</i>	<i>No. of Parcels</i>	<i>Authorized</i>	<i>Unissued</i>	<i>% Applicable⁽⁴⁾</i>	<i>Amount Applicable</i>
Beaumont Unified School B & I (0.07432%)	GO	106	\$ 141,000,000	\$ 49,341,417	0.470710%	\$ 232,255
MT San Jacinto Comm (0.01320%)	GO	106	295,000,000	105,000,000	0.030778	32,317
San Geronio Memorial Healthcare District (0.08692%)	GO	106	108,000,000	0	0.324513	0
San Geronio Pass Water Agency (0.18250%) ⁽⁶⁾	GO	106	0	0	0.300870	0
TOTAL UNISSUED GENERAL OBLIGATION INDEBTEDNESS⁽³⁾						\$ 264,572

TOTAL OUTSTANDING AND UNISSUED GENERAL OBLIGATION INDEBTEDNESS \$ 1,086,671

TOTAL OF ALL OUTSTANDING DIRECT AND OVERLAPPING BONDED DEBT⁽⁷⁾ \$ 1,687,099*

TOTAL OF ALL OUTSTANDING AND UNISSUED DIRECT AND OVERLAPPING INDEBTEDNESS \$ 1,951,671*

IV. Ratios to 2017-18 Assessed Valuation

Outstanding Land Secured Bonded Debt	31.57:1*
Total Outstanding Bonded Debt	16.18:1*

* Preliminary, subject to change.

(1) Fiscal Year 2018-19 Assessed Valuation data as of January 1, 2019, as provided by the County Assessor.

(2) Amount outstanding is equal to the initial principal amount of the Improvement Area No. 12A Bonds.

(3) Additional bonds may be issued for refunding purposes only.

(4) Additional bonded debt or available bond authorization may exist but is not shown because a tax was not levied for Fiscal Year 2018-19.

(5) Percentage applicable determined by Fiscal Year 2018-19 Equalized Roll Assessed Value information.

(6) Source: San Geronio Pass Water Agency. Agency is a State Water Contractor with debt obligation to the State of California for the Agency's portion of the State Water Project. As such, the Agency has not currently authorized or issued any bonds.

(7) As of August 2018, Riverside County tax records indicate that there were two properties within Improvement Area No. 12A with charges related to the WRCOG HERO program.

Source: Webb Municipal Finance, I.I.C.

Value-to-Lien. All 107 parcels within Improvement Area No. 12A have been built and 105 of the 106 taxable developed parcels have been transferred to individual homeowners. One parcel has prepaid its Special Tax obligation. Table A-35 below allocates the Special Tax lien and share of the Improvement Area No. 12A Bonds based on the projected Fiscal Year 2019-20 Special Tax levy.

Table A-36 below sets forth the stratification of value-to-liens of the developed parcels within Improvement Area No. 12A based on Fiscal Year 2018-19 assessed value and each parcel's respective share of the principal amount of the Improvement Area No. 12A Bonds (allocated to each parcel based upon its respective share of the total projected Special Tax levy for Fiscal Year 2019-20) and the ratio of the assessed value to its share of the Improvement Area No. 12A Bonds. The ratio of the value of an individual lot within Improvement Area No. 12A to its respective share of the principal amount of the Improvement Area No. 12A Bonds can be expected to vary.

TABLE A-35
IMPROVEMENT AREA NO. 12A
ESTIMATED VALUE-TO-LIEN RATIOS
ALLOCATED BY PROPERTY OWNER

Property Owner	Parcels	Projected Fiscal Year 2019-20		Fiscal Year 2019-20		Percent of Projected Fiscal Year 2019-20		Fiscal Year 2018-19		Improvement Area No. 12A Bonds*	Aggregate Value-to-Lien Ratio ⁽²⁾
		Special Tax Levy ⁽¹⁾	Special Tax	Assigned Special Tax	Special Tax	Total Assigned Special Tax	Assessed Value	Assessed Value			
Developed - Individually Owned	105	\$116,193	\$133,326	\$133,326	99.10%	\$27,146,390	99.42%	\$857,172	31.67:1		
Developed - Owned by Other ⁽³⁾	1	1,061	1,400	1,400	0.90%	158,004	0.58%	7,828	20.18:1		
Total	106	\$117,254	\$154,727	\$154,727	100.00%	\$27,304,394	100.00%	\$865,000	31.57:1		

* Preliminary, subject to change.
 (1) Levied in an amount sufficient to pay debt service for the Improvement Area No. 12A Bonds and Administrative Expenses of \$30,000.
 (2) Aggregate Value-to-Lien based upon the par amount of the Improvement Area No. 12A Bonds.
 (3) Not owned by individuals, ownership listed as entities such as investors, banks or institutions.
 Source: Webb Municipal Finance, LLC.

TABLE A-36
IMPROVEMENT AREA NO. 12A
VALUE-TO-LIEN STRATIFICATION*

Assessed Value-to-Lien ⁽¹⁾	No. of Parcels	Percent of Total Parcels	Projected Fiscal Year 2019-20 Special Tax Levy ⁽²⁾	Percent of Projected Fiscal Year 2019-20 Levy	Fiscal Year 2019-20 Assigned Special Tax	Percent of Assigned Special Tax	Fiscal Year 2018-19 Assessed Value	Percent of Fiscal Year 2018-19 Assessed Value	Allocation of IA No. 12A Bonds	Aggregate Value-to-Lien
Less than 24,00:1 ⁽³⁾	10	9.43%	\$ 10,930	9.32%	\$ 14,422	9.32%	\$ 1,765,600	6.47%	\$ 80,629	21.90:1
24,00:1 to 27,99:1	22	20.75	24,300	20.72	32,066	20.72	4,727,131	17.31	179,262	26.37:1
28,00:1 to 31,99:1	22	20.75	24,724	21.09	32,626	21.09	5,483,258	20.08	182,394	30.06:1
32,00:1 to 35,99:1	26	24.53	28,756	24.52	37,947	24.52	7,185,333	26.32	212,140	33.87:1
36,00:1 to 39,99:1	23	21.70	25,361	21.63	33,466	21.63	7,194,072	26.35	187,090	38.45:1
Greater than 39,99:1 ⁽⁴⁾	3	2.83	3,183	2.71	4,201	2.71	949,000	3.48	23,484	40.41:1
Total	106	100.00%	\$ 117,254	100.00%	\$ 154,727	100.00%	\$ 27,304,394	100.00%	\$ 865,000	31.57:1

* Preliminary, subject to change.

(1) Assessed Value-to-Lien based upon par amount of the Improvement Area No. 12A Bonds.

(2) Levied in an amount sufficient to pay debt service for the Improvement Area No. 12A Bonds and Administrative Expenses of \$30,000.

(3) Minimum estimated Value-to-Lien is 18.91:1.

(4) Highest estimated Value-to-Lien is 40.50:1.

Source: Webb Municipal Finance, LLC.

Historical Assessed Values. The following table summarizes the historical and current assessed values within Improvement Area No. 12A over the past 5 Fiscal Years.

TABLE A-37

**IMPROVEMENT AREA NO. 12A
HISTORIC ASSESSED VALUE**

<i>Fiscal Year⁽¹⁾</i>	<i>Total Parcels</i>	<i>Land Assessed Value</i>	<i>Improvement Assessed Value</i>	<i>Total Property Assessed Value⁽²⁾</i>	<i>Increase/(Decrease) in Property Assessed Value</i>
2014-15	107	\$5,332,115	\$17,703,455	\$23,035,570	N/A
2015-16	107	5,369,514	18,373,149	23,742,663	3.07%
2016-17 ⁽²⁾	106	5,380,398	19,033,934	24,414,332	2.83
2017-18	106	5,429,177	20,303,010	25,732,187	5.40
2018-19	106	5,494,899	21,809,495	27,304,394	6.11

⁽¹⁾ Webb Municipal Finance, LLC is unable to confirm the accuracy of all data for fiscal years prior to Fiscal Year 2015-16.

⁽²⁾ Net assessed values as of January 1 of each year from the County Assessor's Roll.

⁽³⁾ One parcel prepaid its Special Tax obligation effective Fiscal Year 2016-17.

Sources: Webb Municipal Finance, LLC; County Assessor.

Effective Tax Rate. Based on the principal amount of the Improvement Area No. 12A Bonds, interest costs and estimated Administrative Expenses, and Fiscal Year 2018-19 tax rates for all other taxing jurisdictions within Improvement Area No. 12A, the total projected Fiscal Year 2019-20 average effective tax rate for Developed Property in Improvement Area No. 12A is approximately 1.94%* of the Fiscal Year 2018-19 average assessed value for parcels with improvement value.

* Preliminary, subject to change.

The following Table A-6 sets forth the estimated total tax obligation of property in Improvement Area No. 12A based on the average home size and an average assessed value (as provided by the County) in Improvement Area No. 12A.

TABLE A-38
IMPROVEMENT AREA NO. 12A
ESTIMATED AVERAGE FISCAL YEAR 2019-20 TAX OBLIGATION⁽¹⁾

Average Home Value ⁽²⁾	\$ 257,589
 <i>Ad Valorem Property Taxes:</i>	
Basic Levy (1.0000%)	\$ 2,575.89
Beaumont Unified School B & I (0.07432%)	191.44
Mt. San Jacinto Community College District (0.01320%)	34.00
San Gorgonio Memorial Healthcare District (0.08692%)	223.90
San Gorgonio Pass Water Agency (0.18250%)	<u>470.10</u>
Total General Property Taxes	\$ 3,495.32
 <i>Assessment, Special Taxes & Parcel Charges:</i>	
Flood Control Stormwater/Cleanwater	\$ 3.73
San Gorgonio Hospital Measure D	55.10
CFD 93-1 IA 12A Beaumont Service ⁽³⁾	347.77
CFD 93-1 IA 12A Beaumont Facilities ⁽⁴⁾	<u>1,106.17*</u>
Total Assessment Charges	\$ 1,512.77*
 Average Total Property Tax	 \$ 5,008.09*
Average Effective Tax Rate	1.94%*

* Preliminary, subject to change.
⁽¹⁾ Average Fiscal Year 2019-20 tax rates based upon Fiscal Year 2018-19 overlapping taxes and assessment rates.
⁽²⁾ Average Home Value is based upon average assessed values for Developed Property with improvement value for Fiscal Year 2018-19 per Riverside County Equalized Roll data.
⁽³⁾ Reflects Improvement Area No. 12A average projected Fiscal Year 2019-20 Special Tax levy for services for Developed Property with improvement assessed value.
⁽⁴⁾ Reflects Improvement Area No. 12A average projected Fiscal Year 2019-20 Special Tax levy for facilities for Developed Property with improvement assessed value. Assumes issuance of Improvement Area No. 12A Bonds.
 Source: Webb Municipal Finance, LLC, based on assessed value information provided by the County.

Delinquencies. Unpaid amounts of the Special Taxes become delinquent after December 10 and April 10 of each Fiscal Year. Table A-39 below summarizes the Special Tax delinquencies within Improvement Area No. 12A for the past five Fiscal Years and as of April 25, 2019.

TABLE A-39
IMPROVEMENT AREA NO. 12A
SPECIAL TAX LEVIES, DELINQUENCIES AND DELINQUENCY RATES
FISCAL YEARS 2014-15 THROUGH FISCAL YEAR 2018-19

<i>Fiscal Year⁽¹⁾</i>	<i>Amount Levied</i>	<i>Parcels Levied</i>	<i>Delinquencies Following Fiscal Year End</i>			<i>Delinquencies as of April 25, 2019</i>		
			<i>Parcels Delinquent</i>	<i>Amount Delinquent</i>	<i>Percent Delinquent</i>	<i>Parcels Delinquent</i>	<i>Amount Delinquent</i>	<i>Percent Delinquent</i>
2014-15	\$141,540.90	107	0	\$0.00	0.00%	0	\$ 0.00	0.00%
2015-16	144,365.76	107	0	0.00	0.00	0	0.00	0.00
2016-17 ⁽¹⁾	145,800.96	106	0	0.00	0.00	0	0.00	0.00
2017-18	145,333.84	106	0	0.00	0.00	0	0.00	0.00
2018-19	131,748.70	106	N/A	N/A	N/A	4	2,384.60	1.81

⁽¹⁾ Webb Municipal Finance, LLC is unable to confirm the accuracy of all data for fiscal years prior to Fiscal Year 2015-16.

⁽²⁾ One parcel prepaid its Special Tax obligation effective Fiscal Year 2016-17.

Source: Webb Municipal Finance, LLC.

Local Obligation Coverage. The following table shows the coverage on the Improvement Area No. 12A Bonds if Special Taxes were levied within Improvement Area No. 12A at the Assigned Special Tax rate and annual Administrative Expenses were \$30,000.

TABLE A-40
IMPROVEMENT AREA NO. 12A BONDS
LOCAL OBLIGATION COVERAGE TABLE

<i>Bond Year Ending September 1</i>	<i>Total Special Tax Revenues⁽¹⁾</i>	<i>Annual Administrative Expenses⁽²⁾</i>	<i>Net Special Tax Revenues</i>	<i>IA No. 12A Bonds Debt Service*</i>	<i>Coverage on IA No. 12A Bonds⁽³⁾*</i>
2020	\$154,726.68	\$30,000.00	\$124,726.68	\$89,497.08	139.36%
2021	157,821.21	30,000.00	127,821.21	89,000.00	143.62
2022	160,977.63	30,000.00	130,977.63	87,000.00	150.55
2023	164,197.19	30,000.00	134,197.19	89,500.00	149.94
2024	167,481.13	30,000.00	137,481.13	91,750.00	149.84
2025	170,830.75	30,000.00	140,830.75	88,750.00	158.68
2026	174,247.37	30,000.00	144,247.37	90,750.00	158.95
2027	177,732.32	30,000.00	147,732.32	87,500.00	168.84
2028	181,286.96	30,000.00	151,286.96	89,250.00	169.51
2029	184,912.70	30,000.00	154,912.70	90,750.00	170.70
2030	188,610.96	30,000.00	158,610.96	87,000.00	182.31
2031	192,383.17	30,000.00	162,383.17	88,250.00	184.00
2032	196,230.84	30,000.00	166,230.84	89,250.00	186.25

* Preliminary, subject to change.

⁽¹⁾ Reflects estimated annual Assigned Special Taxes for 106 taxable units classified as Developed Property.

⁽²⁾ Priority Administrative Expenses are equal to \$30,000 per year.

⁽³⁾ Calculated by dividing the Net Special Tax Revenues column by the IA No. 12A Bonds Debt Service column.

Source: Webb Municipal Finance, LLC, except for debt service on the Improvement Area No. 12A Bonds, which was provided by the Underwriter.

APPENDIX B

SUMMARY OF PRINCIPAL DOCUMENTS

The following is a brief summary of certain provisions of the Indenture governing the terms of the Bonds and the form of Local Obligation Bond Indenture which is being separately executed by the District (on behalf of the Improvement Areas), each governing the terms of the Local Obligations. This summary includes only the provisions of the documents not already summarized in the Official Statement and does not purport to be complete and is qualified in its entirety by reference to said documents.

APPENDIX C

**DEMOGRAPHIC INFORMATION REGARDING THE COUNTY OF RIVERSIDE
AND THE CITY OF BEAUMONT**

The Bonds are not obligations of the City of Beaumont (the "City") or the County of Riverside (the "County") and do not represent a lien or charge against any funds or property of the City or the County. The following information is provided only to give prospective investors an overview of the general economic condition of the City, the County and the State of California (the "State").

General

The City was incorporated in 1912 under the General Laws of the State. The City is located approximately 78 miles east of Los Angeles and encompasses an area of 30.9 square miles. The City currently has an estimated population of approximately 48,401 persons.

Population

The following table offers population figures for the City, the County and the State for 2015 through 2019.

<i>Area</i>	<i>2015</i>	<i>2016</i>	<i>2017</i>	<i>2018</i>	<i>2019</i>
City of Beaumont	42,937	44,746	45,167	46,545	48,401
County of Riverside	2,321,837	2,350,992	2,384,660	2,412,536	2,440,124
State of California	38,952,462	39,214,803	39,504,609	39,740,508	39,927,315

Source: California State Department of Finance, Demographic Research Unit. March 2010 Benchmark.

Building Activity

The following tables provide summaries of the building permit valuations and the number of new dwelling units authorized in the City and County from 2013 through 2017.

**BUILDING PERMIT VALUATIONS
City of Beaumont
2013-2017**

	<i>2013</i>	<i>2014</i>	<i>2015</i>	<i>2016</i>	<i>2017</i>
Valuation (\$000):					
Residential	\$81,053	\$73,329	\$78,326	\$85,627	\$121,802
Non-residential	<u>24,017</u>	<u>5,375</u>	<u>6,911</u>	<u>33,002</u>	<u>10,219</u>
Total*	\$105,070	\$79,204	\$85,237	\$118,629	\$132,021
Residential Units:					
Single family	496	435	452	443	715
Multiple family	<u>0</u>	<u>0</u>	<u>0</u>	<u>38</u>	<u>2</u>
Total	496	435	452	481	717

* Totals may not add to sums because of rounding.
Source: Construction Industry Research Board.

**BUILDING PERMIT VALUATIONS
County of Riverside
2013-2017**

	<i>2013</i>	<i>2014</i>	<i>2015</i>	<i>2016</i>	<i>2017</i>
Valuation (\$000):					
Residential	\$1,375,593	\$1,621,751	\$1,536,742	\$1,759,535	\$1,903,417
Non-residential	<u>873,977</u>	<u>814,990</u>	<u>911,465</u>	<u>1,346,019</u>	<u>1,433,691</u>
Total*	<u>\$2,249,570</u>	<u>\$2,436,741</u>	<u>\$2,448,207</u>	<u>\$3,105,554</u>	<u>\$3,337,108</u>
Residential Units:					
Single family	4,716	5,007	5,007	5,662	6,265
Multiple family	<u>1,427</u>	<u>1,931</u>	<u>1,189</u>	<u>1,039</u>	<u>1,070</u>
Total	6,143	6,938	6,196	6,701	7,335

* Totals may not add to sums because of rounding.
Source: Construction Industry Research Board.

Employment

The following tables show the largest employers located in the County as of fiscal year 2018.

**LARGEST EMPLOYERS
County of Riverside
2018**

<i>Rank</i>	<i>Name of Business</i>	<i>Employees</i>	<i>Type of Business</i>
1.	County of Riverside	22,038	County Government
2.	March Air Reserve Base	9,000	Military Reserve Base
3.	University of California-Riverside	8,829	University
4.	Kaiser Permanente Riverside Medical Center	5,500	Medical Center
5.	Corona-Norco Unified School District	5,478	School District
6.	Pechanga Resort and Casino	4,750	Casino & Resort
7.	Riverside Unified School District	4,200	School District
8.	Hemet Unified School District	4,058	School District
9.	Riverside University Health Systems-Medical Center	3,965	Medical Center
10.	Morongo Casino, Resort & Spa	3,800	Casino & Resort

Source: County of Riverside Comprehensive Annual Financial Report for the year ending June 30, 2018.

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Employment and Industry

Employment data by industry is not separately reported on an annual basis for the City but is compiled for the Riverside-San Bernardino-Ontario Metropolitan Statistical Area (the "MSA"), which includes all of Riverside and San Bernardino Counties. In addition to varied manufacturing employment, the MSA has large and growing commercial and service sector employment, as reflected in the table below.

The following table represents the Annual Average Labor Force and Industry Employment for the County for the period from 2014 through 2018.

RIVERSIDE-SAN BERNARDINO-ONTARIO MSA INDUSTRY EMPLOYMENT & LABOR FORCE - BY ANNUAL AVERAGE

	2014	2015	2016	2017	2018
Civilian Labor Force	1,916,000	1,954,200	1,983,300	2,017,700	2,053,400
Civilian Employment	1,761,200	1,825,800	1,865,200	1,914,900	1,966,800
Civilian Unemployment	155,300	128,500	118,000	102,800	86,600
Civilian Unemployment Rate	8.1%	6.6%	6.0%	5.1%	4.2%
Total Farm	14,400	14,800	14,600	14,500	14,500
Total Nonfarm	1,290,400	1,354,400	1,403,200	1,454,900	1,504,200
Total Private	1,061,600	1,121,100	1,160,900	1,203,900	1,246,600
Goods Producing	170,300	183,100	191,600	197,600	207,300
Mining and Logging	1,300	1,300	900	1,000	1,200
Construction	77,600	85,700	92,000	97,400	104,800
Manufacturing	91,400	96,200	98,700	99,200	101,300
Service Providing	1,120,100	1,171,200	1,211,700	1,257,300	1,296,900
Trade, Transportation and Utilities	314,800	333,100	347,900	365,500	378,300
Wholesale Trade	58,100	60,500	61,600	62,600	64,900
Retail Trade	169,600	174,400	178,300	180,900	180,800
Transportation, Warehousing and Utilities	87,100	98,100	108,000	122,100	132,600
Information	11,300	11,400	11,500	11,300	11,200
Financial Activities	42,900	44,000	44,600	44,200	43,700
Professional and Business Services	138,700	147,400	144,900	146,900	150,600
Educational and Health Services	195,900	206,300	215,700	226,700	240,000
Leisure and Hospitality	144,800	151,700	160,200	166,300	170,000
Other Services	43,000	44,000	44,600	45,400	45,600
Government	228,800	233,300	242,300	251,000	257,500
Total, All Industries	<u>1,304,800</u>	<u>1,369,100</u>	<u>1,417,900</u>	<u>1,469,400</u>	<u>1,518,700</u>

Note: Does not include proprietors, self-employed, unpaid volunteers or family workers, domestic workers in households and persons involved in labor-management trade disputes. Employment reported by place of work. Items may not add to total due to independent rounding. The "Total, All Industries" data is not directly comparable to the employment data found in this Appendix C.

Source: State of California, Employment Development Department, March 2018 Benchmark.

The following table summarizes the labor force, employment and unemployment figures for the period from 2014 through 2018 for the City, the County, the State and the nation as a whole.

**CITY OF BEAUMONT,
COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA AND UNITED STATES
Average Annual Civilian Labor Force, Employment and Unemployment**

<i>Year and Area</i>	<i>Labor Force</i>	<i>Employment⁽¹⁾</i>	<i>Unemployment⁽²⁾</i>	<i>Unemployment Rate (%)⁽³⁾</i>
2014				
Beaumont	18,500	17,600	900	4.9%
Riverside County	1,011,100	928,300	82,900	8.2
State of California	18,758,400	17,351,300	1,407,100	7.5
United States ⁽⁴⁾	155,922,000	146,305,000	9,617,000	6.2
2015				
Beaumont	19,500	18,800	800	3.9%
Riverside County	1,034,200	965,000	69,300	6.7
State of California	18,896,500	17,724,800	1,171,700	6.2
United States ⁽⁴⁾	157,130,000	148,834,000	8,296,000	5.3
2016				
Beaumont	20,600	19,600	1,000	4.8%
Riverside County	1,052,600	988,200	64,500	6.1
State of California	19,093,700	18,048,800	1,044,800	5.5
United States ⁽⁴⁾	159,187,000	151,436,000	7,751,000	4.9
2017				
Beaumont	21,500	20,600	900	4.0%
Riverside County	1,072,500	1,016,200	56,300	5.2
State of California	19,312,000	18,393,100	918,900	4.8
United States ⁽⁴⁾	160,320,000	153,337,000	6,982,000	4.4
2018				
Beaumont	21,900	21,200	700	3.3%
Riverside County	1,092,400	1,044,600	47,800	4.4
State of California	19,398,200	18,582,800	815,400	4.2
United States ⁽⁴⁾	162,075,000	155,761,000	6,314,000	3.9

⁽¹⁾ Includes persons involved in labor-management trade disputes.

⁽²⁾ Includes all persons without jobs who are actively seeking work.

⁽³⁾ The unemployment rate is computed from unrounded data; therefore, it may differ from rates computed from rounded figures in this table.

⁽⁴⁾ Not strictly comparable with data for prior years.

Source: California Employment Development Department, March 2018 Benchmark and U.S. Department of Labor, Bureau of Labor Statistics.

Personal Income

Personal Income is the income that is received by all persons from all sources. It is calculated as the sum of wage and salary disbursements, supplements to wages and salaries, proprietors' income with inventory valuation and capital consumption adjustments, rental income of persons with capital consumption adjustment, personal dividend income, personal interest income, and personal current transfer receipts, less contributions for government social insurance.

The personal income of an area is the income that is received by, or on behalf of, all the individuals who live in the area; therefore, the estimates of personal income are presented by the place of residence of the income recipients.

Total personal income in Riverside County increased by 52% between 2006 and 2017. The following tables summarize personal income for Riverside County for 2006 through 2017.

**PERSONAL INCOME
Riverside County
2006-2017
(Dollars in Thousands)**

<i>Year</i>	<i>Riverside County</i>	<i>Annual Percent Change</i>
2006	\$62,418,784	N/A
2007	65,610,952	5.1%
2008	66,723,925	1.7
2009	65,369,622	(2.0)
2010	67,568,045	3.4
2011	71,949,357	6.5
2012	74,075,529	3.0
2013	76,493,787	3.3
2014	80,637,967	5.4
2015	86,092,487	6.8
2016	90,273,976	4.9
2017	95,140,992	5.4

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

The following table summarizes per capita personal income for Riverside County, California and the United States for 2006-2017. This measure of income is calculated as the personal income of the residents of the area divided by the resident population of the area.

**PER CAPITA PERSONAL INCOME
Riverside County, State of California and the United States
2006-2017**

<i>Year</i>	<i>Riverside County</i>	<i>California</i>	<i>United States</i>
2006	\$31,018	\$42,139	\$38,114
2007	31,617	43,669	39,844
2008	31,627	43,895	40,904
2009	30,451	42,050	39,284
2010	30,685	43,609	40,545
2011	32,179	46,145	42,727
2012	32,707	48,751	44,582
2013	33,383	49,173	44,826
2014	34,732	52,237	47,025
2015	36,603	55,679	48,940
2016	37,827	57,497	49,831
2017	39,261	59,796	51,640

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

Taxable Sales

The table below presents taxable sales for the years 2011 through 2017 and the first quarter of 2018 for the City.

**TAXABLE SALES
City of Beaumont
2011-2018⁽¹⁾⁽²⁾
(Dollars in Thousands)**

<i>Year</i>	<i>Permits</i>	<i>Taxable Transactions</i>
2011	1,016	\$317,192
2012	1,101	334,876
2013	1,046	352,449
2014	1,064	370,748
2015 ⁽¹⁾	1,219	394,992
2016	1,264	414,905
2017	1,281	429,064
2018 ⁽²⁾	1,299	107,010

⁽¹⁾ Beginning in 2015, the outlet counts in these reports show the number of outlets that were active during the reporting period. Retailers that operate part-time are now tabulated with store retailers. Industry-level data for 2015 are not comparable to that of prior years.

⁽²⁾ Through first quarter of 2018.

Source: "Taxable Sales in California (Sales & Use Tax)" - California State Board of Equalization.

The table below presents taxable sales for the years 2011 through 2017 and the first quarter of 2018 for the County.

**TAXABLE SALES
County of Riverside
2011-2018⁽¹⁾⁽²⁾
(Dollars in Thousands)**

<i>Year</i>	<i>Permits</i>	<i>Taxable Transactions</i>
2011	46,886	\$25,641,497
2012	46,316	28,096,009
2013	46,805	30,065,467
2014	48,453	32,035,687
2015 ⁽¹⁾	56,846	32,910,909
2016	57,742	34,231,143
2017	58,969	34,132,814
2018 ⁽²⁾	59,852	9,193,479

⁽¹⁾ Beginning in 2015, the outlet counts in these reports show the number of outlets that were active during the reporting period. Retailers that operate part-time are now tabulated with store retailers. Industry-level data for 2015 are not comparable to that of prior years.

⁽²⁾ Through first quarter of 2018.

Source: "Taxable Sales in California (Sales & Use Tax)" - California State Board of Equalization.

APPENDIX D

**RATES AND METHODS OF APPORTIONMENT
OF SPECIAL TAXES FOR
THE TAXING JURISDICTIONS**

**REVISED RATE AND METHOD OF APPORTIONMENT FOR
IMPROVEMENT AREA NO. 3 OF
COMMUNITY FACILITIES DISTRICT NO. 93-1
OF THE CITY OF BEAUMONT**

A Special Tax as hereinafter defined shall be levied on and collected in Improvement Area No. 3 of Community Facilities District No. 93-1 of the City of Beaumont ("CFD No. 93-1") each Fiscal Year, in an amount determined by the City Council of the City of Beaumont through the application of the appropriate Special Tax for "Developed Property," "Undeveloped Property," "Taxable Property Owner Association Property," "Taxable Religious Property," and "Taxable Public Property," as described below. All of the real property in Improvement Area No. 3 of CFD No. 93-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any ordinary and necessary expenses of the City to carry out the administration of Improvement Area No. 3 of CFD No. 93-1.

"Apartment" means a single dwelling unit within Developed Property of building or buildings comprised of attached residential units, all of which are made available for rental by the general public, exclusive of condominiums.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

"Bonds" means any bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued by Improvement Area No. 3 under the Act.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"CFD No. 93-1" means City of Beaumont Community Facilities District No. 93-1.

“**City**” means the City of Beaumont.

“**Condominium**” means a unit meeting the statutory definition of a condominium contained in California Civil Code, Section 1351.

“**Council**” means the City Council of the City of Beaumont, acting as the legislative body of Improvement Area No. 3 of CFD No. 93-1.

“**County**” means the County of Riverside.

“**Developed Property**” means, for each Fiscal Year, all Taxable Property, exclusive of Taxable Property Owner Association Property, Taxable Public Property, Taxable Religious Property, or School Site Property for which a building permit for new construction was issued prior to March 1 of the prior Fiscal Year.

“**Final Subdivision**” means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.), or recordation of a condominium plan pursuant to California Civil Code 1352, that creates individual lots (a “Lot” or “Lots”) for which building permits may be issued without further subdivision.

“**Fiscal Year**” means the period starting July 1 and ending on the following June 30.

“**Improvement Area No. 3**” means Improvement Area No. 3 as depicted on the boundary map of CFD No. 93-1.

“**Indenture**” means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

“**Land Use Class**” means any of the classes listed in Table 1 below.

“**Maximum Special Tax**” means the maximum Special Tax, determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor’s Parcel of Taxable Property.

“**Non-Residential Property**” means all Assessor’s Parcels of Developed Property for which a building permit(s) was issued for a non-residential use.

“**One Time Special Tax**” means the Special Tax that is required to be paid as a condition precedent to the recordation of final maps, as determined in accordance with Section C.3.b below.

“**Outstanding Bonds**” means all Bonds which are deemed to be outstanding under the Indenture.

“**Property Owner Association Property**” means any property that is owned by or dedicated to a property owner association, including any master or sub-association.

“**Public Property**” means any property, exclusive of the 10.5 Acre school site designated as Lot 511 on the Third Revised Tentative Tract Map No. 24039 dated February 1, 2000 (the “Substantial Conformance Map”), that is used for rights-of-way or any other purpose and is owned by or dedicated to the federal government; the State, the County or any other public agency.

“**Religious Property**” means any property that is used primarily as a place of worship and is exempt from ad valorem property taxes because it is owned by a religious organization. Religious Property,

without limitation, does not include any Assessor's Parcels used for religious schools, day care centers, or congregate care facilities.

"Residential Property" means all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units.

"Residential Floor Area" means all of the square footage of living area within the perimeter of a residential structure, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The determination of Residential Floor Area shall be made by reference to the building permit(s) issued for such Assessor's Parcel.

"School Site Property" means the 10.5 Acre school site designated as Lot 511 on the Substantial Conformance Map.

"Special Tax" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed Property, Undeveloped Property, Taxable Property Owner Association Property, Taxable Public Property, and Taxable Religious Property to fund the Special Tax Requirement.

"Special Tax Requirement" means that amount required, after taking into consideration available funds pursuant to the Indenture, in any Fiscal Year for Improvement Area No. 3 to: (i) pay debt service on all Outstanding Bonds; (ii) pay periodic costs on the Bonds, including but not limited to, credit enhancement and rebate payments on the Bonds; (iii) pay reasonable Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) pay for anticipated delinquent Special Taxes based on the delinquency rate in Improvement Area No. 3 for the previous Fiscal Year, and (vi) pay directly for construction of Improvement Area No. 3 facilities eligible under the Act to the extent that the inclusion of such amount does not increase the Special Tax levy on Undeveloped Property.

"State" means the State of California.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of Improvement Area No. 3 which are not exempt from the Special Tax pursuant to law or Section E below.

"Taxable Property Owner Association Property" means all Assessor's Parcels of Property Owner Association Property that are not exempt pursuant to Section E below.

"Taxable Public Property" means all Assessor's Parcels of Public Property that are not exempt pursuant to Section E below.

"Taxable Religious Property" means all Assessor's Parcels of Religious Property that are not exempt pursuant to Section E below.

"Trustee" means the trustee or fiscal agent under the Indenture.

"Undeveloped Property" means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Taxable Property Owner Association Property, Taxable Public Property, Taxable Religious Property, or School Site Property.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, all Taxable Property within Improvement Area No. 3 shall be classified as Developed Property, Taxable Public Property, Taxable Property Owner Association Property, Taxable Religious Property, School Site Property, or Undeveloped Property, and shall be subject to Special

Taxes in accordance with the rate and method of apportionment determined pursuant to Sections C and D below..

C. MAXIMUM SPECIAL TAX RATE

1. Developed Property

a. Maximum Special Tax

The Maximum Special Tax for each Assessor's Parcel classified as Developed Property shall be the Special Tax for the applicable Land Use Class as shown in Table 1 below. The Maximum Special Tax for Residential Property consisting of single family detached homes shall be the same for each Lot. The Maximum Special Tax for Residential Property consisting of Condominiums or Apartments shall be the same for each dwelling unit. The Maximum Special Tax for Non-Residential Property shall be based on the amount of Acreage of the Assessor's Parcel.

**TABLE 1
Maximum Special Taxes for Developed Property in
Improvement Area No. 3 of
Community Facilities District No. 93-1 (Fiscal Year 2000-2001)**

Land Use Class	Description	Assigned Special Tax
1	Residential Property Single Family Detached	\$ 625 per Lot
2	Residential Property Condominium	\$ 625 per unit
3	Residential Property Apartment	\$ 625 per unit
4	Non-Residential	\$4,091 per Acre

b. Increases in the Maximum Special Tax

On each July 1, commencing July 1, 2001, the Maximum Special Tax for each Land Use Class of Developed Property shall be increased by two percent (2.00%) of the amount in effect for the previous Fiscal Year.

2. School Site Property

a. Maximum Special Tax

The Maximum Special Tax for School Site Property shall be \$1,787 per Acre for Fiscal Year 2000-2001, such amount to increase two percent (2.00%) annually commencing with Fiscal Year 2001-2002.

3. Undeveloped Property

a. Maximum Special Tax

The Maximum Special Tax for Undeveloped Property shall be \$4,091 per Acre for Fiscal Year 2000-2001, such amount to increase two percent (2.00%) annually

commencing with Fiscal Year 2001-2002, plus any applicable One Time Special Tax determined pursuant to Section C.3.b below.

b. One Time Special Tax

If at any time prior to approval of a Final Subdivision the CFD Administrator determines that there has been a reduction in the expected Residential Property dwelling units, as determined by reference to the Substantial Conformance Map, then a One Time Special Tax corresponding to such reduction shall be calculated and levied against the Assessor's Parcels on which the reduction occurred. The One Time Special Tax will be calculated using the prepayment formula approved by the City, with the following modifications:

I. THE NUMBER BY WHICH THE EXPECTED RESIDENTIAL PROPERTY DWELLING UNITS HAS BEEN REDUCED MULTIPLIED BY THE APPLICABLE SPECIAL TAX SET FORTH IN TABLE 1 ABOVE, ESCALATED PURSUANT TO SECTION C.1.11 SHALL BE SUBSTITUTED FOR THE MAXIMUM ANNUAL SPECIAL TAX IN STEP 1 OF THE PREPAYMENT FORMULA.

4. Taxable Property Owner Association Property, Taxable Public Property, and Taxable Religious Property

a. Maximum Special Tax

The Maximum Special Tax for Taxable Property Owner Association Property, Taxable Public Property, and Taxable Religious Property shall be \$4,091 per Acre for Fiscal Year 2000-2001, such amount to increase two percent (2.00%) annually commencing with Fiscal Year 2001-2002.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2000-2001 and for each following Fiscal Year, the Council shall determine the Special Tax Requirement to be collected from Taxable Property in Improvement Area No. 3 of CFD No. 93-1 in the Fiscal Year. The Council shall levy the Special Tax as follows until the amount of levy equals the Special Tax Requirement, subject to limitations specified in Section 53321 of the Act.

First: The Special Tax shall be levied in equal percentages on each Assessor's Parcel of Developed Property and School Site Property up to 91% of the applicable Maximum Special Tax for each such Assessor's Parcel;

Second: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied in equal percentages on each Assessor's Parcel of Undeveloped Property, up to 100% of the Maximum Special Tax for Undeveloped Property;

Third: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, then the levy of the Special Tax on each Assessor's Parcel of Developed Property and School Site Property shall be increased in equal percentages from the amounts calculated pursuant to Step 1 above, up to 100% of the applicable Maximum Special Tax for each such Assessor's Parcel;

Fourth: If additional monies are needed to satisfy the Special Tax Requirement after the first three steps have been completed, then the Special Tax shall be levied in equal percentages on each Assessor's Parcel of Taxable Property Owner Association Property, up to the Maximum Special Tax for Taxable Property Owner Association Property;

Fifth: If additional monies are needed to satisfy the Special Tax Requirement after the first four steps have been completed, then the Special Tax shall be levied in equal percentages on each Assessor's Parcel of Taxable Religious Property, up to the Maximum Special Tax for Taxable Religious Property;

Sixth: If additional monies are needed to satisfy the Special Tax Requirement after the first five steps have been completed, then the Special Tax shall be levied in equal percentages on each Assessor's Parcel of Taxable Public Property up to the Maximum Special Tax for Taxable Public Property.

Notwithstanding the above, under no circumstances will the Special Tax levied against any Assessor's Parcel of Residential Property for which an occupancy permit for private residential use has been issued be increased by more than ten percent per fiscal year as a consequence of delinquency or default by the owner of any other Assessor's Parcel within Improvement Area No. 3.

E. EXEMPTIONS

The Council shall not levy a Special Tax on the following:

- 1) Properties owned by entities of the State of California, federal or other public agencies, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act, such exception to include School Site Property (i.e., the School Site Property is not exempt from the Special Tax);
- 2) Properties designated for the following uses:

Up to a total of 60.8 acres of Public Property, Property Owner Association Property, and Religious Property; and
- 3) Assessor's Parcels 414-142-023 and 414-181-001, provided that no building permit for such parcels has been issued for purposes of constructing one or more residential dwelling units. Assessor's Parcels 414-142-023 and 414-181-001 shall become subject to the Special Tax following the issuance of any building permit(s) for such parcels for purposes of constructing one or more residential dwelling units.

All Public Property, Property Owner Association Property, and Religious Property will be allocated on a first in time basis. If the total number of acres of land conveyed or dedicated exceeds the amount stated above, then the acres exceeding such total shall be taxed at the applicable rates set forth in Section C above and to the extent set forth in Section D above.

F. REVIEW/APPEAL COMMITTEE

Any landowner or resident who feels that the amount of the Special Tax levied on their Assessor's Parcel is in error may file a notice with CFD No. 93-1 appealing the amount of the Special Tax levied on such Assessor's Parcel. A representative of CFD No. 93-1 will then review the appeal and, if necessary, meet with the applicant. If the findings of the representative of CFD No. 93-1 verify that the amount of the Special Tax should be modified or changed, then, as appropriate, the Special Tax levy shall be corrected.

G. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes; provided, however, that CFD No. 93-1 may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

H. PREPAYMENT OF SPECIAL TAX

The Special Tax applicable to an Assessor's Parcel may be prepaid in full according to a prepayment formula determined by the City at the time of prepayment. The prepayment amount shall also include the administrative expense of Improvement Area No. 3, the fiscal agent and any consultant retained in connection with the calculation of the prepayment amount.

I. TERM OF SPECIAL TAX

The Special Tax shall be levied for a term of 50 years, commencing with Fiscal Year 1993-94.

**REVISED RATE AND METHOD OF APPORTIONMENT FOR
IMPROVEMENT AREA NO. 9 OF
COMMUNITY FACILITIES DISTRICT NO. 93-1
OF THE CITY OF BEAUMONT**

A Special Tax as hereinafter defined shall be levied on and collected in Improvement Area No. 9 of Community Facilities District No. 93-1 of the City of Beaumont ("CFD No. 93-1") each Fiscal Year, in an amount determined by the City Council of the City of Beaumont through the application of the appropriate Special Tax for "Developed Property," "Undeveloped Property," "Taxable Property Owner Association Property," "Taxable Religious Property," and "Taxable Public Property," as described below. All of the real property in Improvement Area No. 9 of CFD No. 93-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any ordinary and necessary expenses of the City to carry out the administration of Improvement Area No. 9 of CFD No.93-1.

"Apartment" means a single dwelling unit within Developed Property of building or buildings comprised of attached residential units, all of which are made available for rental by the general public, exclusive of condominiums.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

"Bonds" means any bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued by Improvement Area No. 9 under the Act.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"CFD No. 93-1" means City of Beaumont Community Facilities District No. 93-1.

"City" means the City of Beaumont.

"Condominium" means a unit meeting the statutory definition of a condominium contained in California Civil Code, Section 1351.

“**Council**” means the City Council of the City of Beaumont, acting as the legislative body of Improvement Area No. 9 of CFD No. 93-1.

“**County**” means the County of Riverside.

“**Developed Property**” means, for each Fiscal Year, all Taxable Property, exclusive of Taxable Property Owner Association Property, Taxable Public Property, or Taxable Religious Property for which a building permit for new construction was issued prior to March 1 of the prior Fiscal Year.

“**Final Subdivision**” means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.), or recordation of a condominium plan pursuant to California Civil Code 1352, that creates individual lots (a “Lot” or “Lots”) for which building permits may be issued without further subdivision.

“**Fiscal Year**” means the period starting July 1 and ending on the following June 30.

“**Improvement Area No. 9**” means Improvement Area No. 9 as depicted on the boundary map of CFD No. 93-1.

“**Indenture**” means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

“**Land Use Class**” means any of the classes listed in Table 1 below.

“**Maximum Special Tax**” means the maximum Special Tax, determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor’s Parcel of Taxable Property.

“**Non-Residential Property**” means all Assessor’s Parcels of Developed Property for which a building permit(s) was issued for a non-residential use.

“**One Time Special Tax**” means the Special Tax that is required to be paid as a condition precedent to the recordation of final maps, as determined in accordance with Section C2.b below.

“**Outstanding Bonds**” means all Bonds which are deemed to be outstanding under the Indenture.

“**Property Owner Association Property**” means any property that is owned by or dedicated to a property owner association, including any master or sub-association.

“**Public Property**” means any property that is used for rights-of-way or any other purpose and is owned by or dedicated to the federal government, the State, the County or any other public agency.

“**Religious Property**” means any property that is used primarily as a place of worship and is exempt from ad valorem property taxes because it is owned by a religious organization. Religious Property, without limitation, does not include any Assessor’s Parcels used for religious schools, day care centers, or congregate care facilities.

“**Residential Property**” means all Assessor’s Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units.

“**Residential Floor Area**” means all of the square footage of living area within the perimeter of a residential structure, not including any carport, walkway, garage, overhang, patio, enclosed patio, or

similar area. The determination of Residential Floor Area shall be made by reference to the building permit(s) issued for such Assessor's Parcel.

"Special Tax" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed Property, Undeveloped Property, Taxable Property Owner Association Property, Taxable Public Property, and Taxable Religious Property to fund the Special Tax Requirement.

"Special Tax Requirement" means that amount required, after taking into consideration available funds pursuant to the Indenture, in any Fiscal Year for Improvement Area No. 9 to: (i) pay debt service on all Outstanding Bonds; (ii) pay periodic costs on the Bonds, including but not limited to, credit enhancement and rebate payments on the Bonds; (iii) pay reasonable Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) pay for anticipated delinquent Special Taxes based on the delinquency rate in Improvement Area No. 9 for the previous Fiscal Year, and (vi) pay directly for construction of Improvement Area No. 9 facilities eligible under the Act to the extent that the inclusion of such amount does not increase the Special Tax levy on Undeveloped Property.

"State" means the State of California.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of Improvement Area No. 9 which are not exempt from the Special Tax pursuant to law or Section E below.

"Taxable Property Owner Association Property" means all Assessor's Parcels of Property Owner Association Property that are not exempt pursuant to Section E below.

"Taxable Public Property" means all Assessor's Parcels of Public Property that are not exempt pursuant to Section E below.

"Taxable Religious Property" means all Assessor's Parcels of Religious Property that are not exempt pursuant to Section E below.

"Trustee" means the trustee or fiscal agent under the Indenture.

"Undeveloped Property" means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Taxable Property Owner Association Property, Taxable Public Property, or Taxable Religious Property.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, all Taxable Property within Improvement Area No. 9 shall be classified as Developed Property, Taxable Public Property, Taxable Property Owner Association Property, Taxable Religious Property, or Undeveloped Property, and shall be subject to Special Taxes in accordance with the rate and method of apportionment determined pursuant to Sections C and D below.

C. MAXIMUM SPECIAL TAX RATE

1. Developed Property

a. Maximum Special Tax

The Maximum Special Tax for each Assessor's Parcel classified as Developed Property shall be the Special Tax for the applicable Land Use Class as shown in

Table 1 below. The Maximum Special Tax for Residential Property consisting of single family detached homes shall be the same for each Lot. The Maximum Special Tax for Residential Property consisting of Condominiums or Apartments shall be the same for each dwelling unit. The Maximum Special Tax for Non-Residential Property shall be based on the amount of Acreage of the Assessor's Parcel.

TABLE 1
Maximum Special Taxes for Developed Property in
Improvement Area No. 9 of
Community Facilities District No. 93-1 (Fiscal Year 2000-2001)

Land Use Class	Description	Assigned Special Tax
1	Residential Property Single Family Detached	\$ 703 per Lot
2	Residential Property Condominium	\$ 703 per unit
3	Residential Property Apartment	\$ 703 per unit
4	Non-Residential	\$5,000 per Acre

b. Increases in the Maximum Special Tax

On each July 1, commencing July 1, 2001, the Maximum Special Tax for each Land Use Class of Developed Property shall be increased by two percent (2.00%) of the amount in effect for the previous Fiscal Year.

2. Undeveloped Property

a. Maximum Special Tax

The Maximum Special Tax for Undeveloped Property shall be \$5,000 per Acre for Fiscal Year 2000-2001, such amount to increase two percent (2.00%) annually commencing with Fiscal Year 2001-2002, plus any applicable One Time Special Tax determined pursuant to section C.2.b below.

b. One Time Special Tax

If at any time prior to approval of a Final Subdivision the CFD Administrator determines that there has been a reduction in the expected Residential Property dwelling units, as determined by reference to the Substantial Conformance Map, then a One Time Special Tax corresponding to such reduction shall be calculated and levied against the Assessor's Parcels on which the reduction occurred. The One Time Special Tax will be calculated using the prepayment formula approved by the City, with the following modifications:

- i. The number by which the expected Residential Property dwelling units has been reduced multiplied by the applicable Special Tax set forth in Table 1 above, escalated pursuant to Section C.I.b shall be substituted for the Maximum Annual Special Tax in Step 1 of the prepayment formula.

3. Taxable Property, Owner Association Property, Taxable Public Property, and Taxable Religious Property

a. Maximum Special Tax

The Maximum Special Tax for Taxable Property Owner Association Property, Taxable Public Property, and Taxable Religious Property shall be \$5,000 per Acre for Fiscal Year 2000-2001, such amount to increase two percent (2.00%) annually commencing with Fiscal Year 2001-2002.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2000-2001 and for each following Fiscal Year, the Council shall determine the Special Tax Requirement to be collected from Taxable Property in Improvement Area No. 9 of CFD No. 93-1 in the Fiscal Year. The Council shall levy the Special Tax as follows until the amount of levy equals the Special Tax Requirement, subject to limitations specified in Section 53321 of the Act.

First: The Special Tax shall be levied in equal percentages on each Assessor's Parcel of Developed Property up to 100% of the applicable Maximum Special Tax for each such Assessor's Parcel;

Second: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied in equal percentages on each Assessor's Parcel of Undeveloped Property, up to 100% of the Maximum Special Tax for Undeveloped Property;

Third: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, then the levy of the Special Tax on each Assessor's Parcel of Developed Property shall be increased in equal percentages from the amounts calculated pursuant to Step 1 above, up to 100% of the applicable Maximum Special Tax for each such Assessor's Parcel;

Fourth: If additional monies are needed to satisfy the Special Tax Requirement after the first three steps have been completed, then the Special Tax shall be levied in equal percentages on each Assessor's Parcel of Taxable Property Owner Association Property, up to the Maximum Special Tax for Taxable Property Owner Association Property;

Fifth: If additional monies are needed to satisfy the Special Tax Requirement after the first four steps have been completed, then the Special Tax shall be levied in equal percentages on each Assessor's Parcel of Taxable Religious Property, up to the Maximum Special Tax for Taxable Religious Property; and

Sixth: If additional monies are needed to satisfy the Special Tax Requirement after the first five steps have been completed, then the Special Tax shall be levied in equal percentages on each Assessor's Parcel of Taxable Public Property up to the Maximum Special Tax for Taxable Public Property.

Notwithstanding the above, under no circumstances will the Special Tax levied against any Assessor's Parcel of Residential Property for which an occupancy permit for private residential use has been issued be increased by more than ten percent per fiscal year as a consequence of delinquency or default by the owner of any other Assessor's Parcel within Improvement Area No. 9.

E. EXEMPTIONS

The Council shall not levy a Special Tax on the following:

- 1) Properties owned by entities of the State of California, federal or other public agencies, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act;
- 2) Properties designated for the following uses:

Up to a total of 4.0 acres of Public Property, Property Owner Association Property, and Religious Property; and

All Public Property, Property Owner Association Property, and Religious Property will be allocated on a first in time basis. If the total number of acres of land conveyed or dedicated exceeds the amount stated above, then the acres exceeding such total shall be taxed at the applicable rates set forth in Section C above and to the extent set forth in Section D above.

F. REVIEW/APPEAL COMMITTEE

Any landowner or resident who feels that the amount of the Special Tax levied on their Assessor's Parcel is in error may file a notice with CFD No. 93-1 appealing the amount of the Special Tax levied on such Assessor's Parcel. A representative of CFD No. 93-1 will then review the appeal and, if necessary, meet with the applicant. If the findings of the representative of CFD No. 93-1 verify that the amount of the Special Tax should be modified or changed, then, as appropriate, the Special Tax levy shall be corrected.

G. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes; provided, however, that CFD No. 93-1 may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

H. PREPAYMENT OF SPECIAL TAX

The Special Tax applicable to an Assessor's Parcel may be prepaid in full according to a prepayment formula determined by the City at the time of prepayment. The prepayment amount shall also include the administrative expense of Improvement Area No. 9, the fiscal agent and any consultant retained in connection with the calculation of the prepayment amount.

I. TERM OF SPECIAL TAX

The Special Tax shall be levied for a term of 50 years, commencing with Fiscal Year 1993-94.

**SECOND REVISED RATE AND METHOD OF APPORTIONMENT
FOR IMPROVEMENT AREA NO. 10A OF COMMUNITY
FACILITIES DISTRICT NO. 93-1 OF THE CITY OF BEAUMONT**

A Special Tax as hereinafter defined shall be levied on and collected in Improvement Area No. 10a of Community Facilities District No. 93-1 of the City of Beaumont ("CFD No. 93-1") each Fiscal Year, in an amount determined by the City Council of the City of Beaumont through the application of the appropriate Special Tax for "Developed Property," "Undeveloped Property," "Taxable Property Owner Association Property," "Taxable Religious Property," and "Taxable Public Property," as described below. All of the real property in Improvement Area No. 10a of CFD No. 93-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any ordinary and necessary expenses of the City to carry out the administration of Improvement Area No. 10a of CFD No. 93-1.

"Apartment" means a single dwelling unit within Developed Property of building or buildings comprised of attached residential units, all of which are made available for rental by the general public, exclusive of condominiums.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

"Bonds" means any bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued by Improvement Area No. 10a under the Act.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"CFD No. 93-1" means City of Beaumont Community Facilities District No. 93-1.

"City" means the City of Beaumont.

"Condominium" means a unit meeting the statutory definition of a condominium contained in California Civil Code, Section 1351.

"Council" means the City Council of the City of Beaumont, acting as the legislative body of Improvement Area No. 10a of CFD No. 93-1.

“County” means the County of Riverside.

“Developed Property” means, for each Fiscal Year, all Taxable Property, exclusive of Taxable Property Owner Association Property, Taxable Public Property, or Taxable Religious Property for which a building permit for new construction was issued prior to March 1 of the prior Fiscal Year.

“Final Subdivision” means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.), or recordation of a condominium plan pursuant to California Civil Code 1352, that creates individual lots (a “Lot” or “Lots”) for which building permits may be issued without further subdivision.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Improvement Area No. 10a” means Improvement Area No. 10a as depicted on the boundary map of CFD No. 93-1.

“Indenture” means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

“Land Use Class” means any of the classes listed in Table 1 below.

“Maximum Special Tax” means the maximum Special Tax, determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor’s Parcel of Taxable Property.

“Non-Residential Property” means all Assessor’s Parcels of Developed Property for which a building permit(s) was issued for a non-residential use.

“One Time Special Tax” means the Special Tax that is required to be paid as a condition precedent to the recordation of final maps, as determined in accordance with Section C.2.b below.

“Outstanding Bonds” means all Bonds which are deemed to be outstanding under the Indenture.

“Property Owner Association Property” means any property that is owned by or dedicated to a property owner association, including any master or sub-association.

“Public Property” means any property that is used for rights-of-way or any other purpose and is owned by or dedicated to the federal government, the State, the County or any other public agency.

“Religious Property” means any property that is used primarily as a place of worship and is exempt from ad valorem property taxes because it is owned by a religious organization. Religious Property, without limitation, does not include any Assessor’s Parcels used for religious schools, day care centers, or congregate care facilities.

“Residential Property” means all Assessor’s Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units.

“Residential Floor Area” means all of the square footage of living area within the perimeter of a residential structure, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The determination of Residential Floor Area shall be made by reference to the building permit(s) issued for such Assessor’s Parcel.

“Special Tax” means the special tax to be levied in each Fiscal Year on each Assessor’s Parcel of Developed Property, Undeveloped Property, Taxable Property Owner Association Property, Taxable Public Property, and Taxable Religious Property to fund the Special Tax Requirement.

“Special Tax Requirement” means that amount required, after taking into consideration available funds pursuant to the Indenture, in any Fiscal Year for Improvement Area No. 10a to: (i) pay debt service on all Outstanding Bonds; (ii) pay periodic costs on the Bonds, including but not limited to, credit enhancement and rebate payments on the Bonds; (iii) pay reasonable Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) pay for anticipated delinquent Special Taxes based on the delinquency rate in Improvement Area No. 10a for the previous Fiscal Year, and (vi) pay directly for construction of Improvement Area No. 10a facilities eligible under the Act to the extent that the inclusion of such amount does not increase the Special Tax levy on Undeveloped Property.

“State” means the State of California.

“Taxable Property” means all of the Assessor’s Parcels within the boundaries of Improvement Area No. 10a which are not exempt from the Special Tax pursuant to law or Section E below.

“Taxable Property Owner Association Property” means all Assessor’s Parcels of Property Owner Association Property that are not exempt pursuant to Section E below.

“Taxable Public Property” means all Assessor’s Parcels of Public Property that are not exempt pursuant to Section E below.

“Taxable Religious Property” means all Assessor’s Parcels of Religious Property that are not exempt pursuant to Section E below.

“Trustee” means the trustee or fiscal agent under the Indenture.

“Undeveloped Property” means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Taxable Property Owner Association Property, Taxable Public Property, or Taxable Religious Property.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, all Taxable Property within Improvement Area No. 10a shall be classified as Developed Property, Taxable Public Property, Taxable Property Owner Association Property, Taxable Religious Property, or Undeveloped Property, and shall be subject to Special Taxes in accordance with the rate and method of apportionment determined pursuant to Sections C and D below.

C. MAXIMUM SPECIAL TAX RATE

1. Developed Property

a. Maximum Special Tax

The Maximum Special Tax for each Assessor’s Parcel classified as Developed Property shall be the Special Tax for the applicable Land Use Class as shown in Table 1 below. The Maximum Special Tax for Residential Property consisting of single family detached homes shall be the same for each Lot. The Maximum Special Tax for Residential Property consisting of Condominiums or Apartments shall be the

same for each dwelling unit. The Maximum Special Tax for Non-Residential Property shall be based on the amount of Acreage of the Assessor's Parcel.

TABLE 1
Maximum Special Taxes for Developed Property in
Improvement Area No. 10a of
Community Facilities District No. 93-1 (Fiscal Year 2002-2003)

Land Use Class	Description	Assigned Special Tax
1	Residential Property Single Family Detached	\$1,100 per Lot
2	Residential Property Condominium	\$1,100 per unit
3	Residential Property Apartment	\$1,100 per unit
4	Non-Residential	\$7,500 per Acre

b. Increases in the Maximum Special Tax

On each July 1, commencing July 1, 2003, the Maximum Special Tax for each Land Use Class of Developed Property shall be increased by two percent (2.00%) of the amount in effect for the previous Fiscal Year.

2. Undeveloped Property

a. Maximum Special Tax

The Maximum Special Tax for Undeveloped Property shall be \$7,500 per Acre for Fiscal Year 2002-2003, such amount to increase two percent (2.00%) annually commencing with Fiscal Year 2003-2004, plus any applicable One Time Special Tax determined pursuant to section C.2.b below.

b. One Time Special Tax

If at any time prior to approval of a Final Subdivision the CFD Administrator determines that there has been a reduction in the expected Residential Property dwelling units, as determined by reference to the Substantial Conformance Map, then a One Time Special Tax corresponding to such reduction shall be calculated and levied against the Assessor's Parcels on which the reduction occurred. The One Time Special Tax will be calculated using the prepayment formula approved by the City, with the following modifications:

- i. The number by which the expected Residential Property dwelling units has been reduced multiplied by the applicable Special Tax set forth in Table 1 above, escalated pursuant to Section C.1.b shall be substituted for the Maximum Annual Special Tax in Step 1 of the prepayment formula.

3. Taxable Property, Owner Association Property, Taxable Public Property, and Taxable Religious Property

a. Maximum Special Tax

The Maximum Special Tax for Taxable Property Owner Association Property, Taxable Public Property, and Taxable Religious Property shall be \$7,500 per Acre for Fiscal Year 2002-2003, such amount to increase two percent (2.00%) annually commencing with Fiscal Year 2003-2004.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2002-2003 and for each following Fiscal Year, the Council shall determine the Special Tax Requirement to be collected from Taxable Property in Improvement Area No. 10a of CFD No. 93-1 in the Fiscal Year. The Council shall levy the Special Tax as follows until the amount of levy equals the Special Tax Requirement, subject to limitations specified in Section 53321 of the Act.

First: The Special Tax shall be levied in equal percentages on each Assessor's Parcel of Developed Property up to 100% of the applicable Maximum Special Tax for each such Assessor's Parcel;

Second: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied in equal percentages on each Assessor's Parcel of Undeveloped Property, up to 100% of the Maximum Special Tax for Undeveloped Property;

Third: If additional monies are needed to satisfy the Special Tax Requirement after the first three steps have been completed, then the Special Tax shall be levied in equal percentages on each Assessor's Parcel of Taxable Property Owner Association Property, up to the Maximum Special Tax for Taxable Property Owner Association Property;

Fourth: If additional monies are needed to satisfy the Special Tax Requirement after the first three steps have been completed, then the Special Tax shall be levied in equal percentages on each Assessor's Parcel of Taxable Religious Property, up to the Maximum Special Tax for Taxable Religious Property; and

Fifth: If additional monies are needed to satisfy the Special Tax Requirement after the first four steps have been completed, then the Special Tax shall be levied in equal percentages on each Assessor's Parcel of Taxable Public Property up to the Maximum Special Tax for Taxable Public Property.

Notwithstanding the above, under no circumstances will the Special Tax levied against any Assessor's Parcel of Residential Property for which an occupancy permit for private residential use has been issued be increased by more than ten percent per fiscal year as a consequence of delinquency or default by the owner of any other Assessor's Parcel within Improvement Area No. 10a.

E. EXEMPTIONS

The Council shall not levy a Special Tax on the following:

- 3) Properties owned by entities of the State of California, federal or other public agencies, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act;
- 4) Properties designated for the following uses: Public Property, Property Owner Association Property, and Religious Property

Under no condition will the total acres of Taxable Property be less than 22.02 acres due to the exemption of Public Property, Property Owner Association Property, and Religious Property. All Public Property, Property Owner Association Property, and Religious Property will be allocated on a first in time basis. If the remaining total number of acres of land conveyed or dedicated is less than the amount stated above, then such acres shall be taxed at the applicable rates set forth in Section C above and to the extent set forth in Section D above.

F. REVIEW/APPEAL COMMITTEE

Any landowner or resident who feels that the amount of the Special Tax levied on their Assessor's Parcel is in error may file a notice with CFD No. 93-1 appealing the amount of the Special Tax levied on such Assessor's Parcel. A representative of CFD No. 93-1 will then review the appeal and, if necessary, meet with the applicant. If the findings of the representative of CFD No. 93-1 verify that the amount of the Special Tax should be modified or changed, then, as appropriate, the Special Tax levy shall be corrected.

G. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 93-1 may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

H. PREPAYMENT OF SPECIAL TAX

The Special Tax applicable to an Assessor's Parcel may be prepaid in full according to a prepayment formula determined by the City at the time of prepayment. The prepayment amount shall also include the administrative expense of Improvement Area No. 10a, the fiscal agent and any consultant retained in connection with the calculation of the prepayment amount.

I. TERM OF SPECIAL TAX

The Special Tax shall be levied for a term of 50 years, commencing with Fiscal Year 1993-94.

**REVISED RATE AND METHOD OF APPORTIONMENT FOR
IMPROVEMENT AREA NO. 11 OF
COMMUNITY FACILITIES DISTRICT NO. 93-1
OF THE CITY OF BEAUMONT
(OMEGA HOMES)**

A Special Tax (the "Special Tax") shall be levied on and collected in Improvement Area No. 11 of Community Facilities District No. 93-1 of the City of Beaumont ("CFD No. 93-1") each Fiscal Year, in an amount determined by the City Council of the City of Beaumont through the application of the appropriate Special tax for "Developed Property," "Undeveloped Property" "Taxable Property Owner Association Property," "Taxable Religious Property," and "Taxable Public Property," as described below. All of the real property in Improvement Area No. 11 of CFD No. 93-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any ordinary and necessary expenses of the City to carry out the administration of Improvement Area No. 11 of CFD No. 93-1.

"Apartment" means a single dwelling unit within Developed Property of building or buildings comprised of attached residential units, all of which are made available for rental by the general public, exclusive of condominiums.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

"Assigned Special Tax" means the Special Tax for each Land Use Class, as determined by reference to Table 1 of Section C below.

"Backup Special Tax" means the Special Tax applicable to each Assessor's Parcel of Developed Property, as determined in accordance with Section C.1.c below.

"CFD No. 93-1" means City of Beaumont Community Facilities District No. 93-1.

"City means the City of Beaumont.

"Commercial Property" means all Developed Property for which a building permit was issued for non-residential use.

“Council” means the City Council of the City of Beaumont, acting as the legislative body of Improvement Area No. 11 of CFD No. 93-1.

“County means the County of Riverside.

“Developed Property” means all Taxable Property for which a building permit has been issued as of the March 1 of the Fiscal Year preceding the Fiscal Year for which the Special Tax is being levied, exclusive of Taxable Public Property, Taxable Religious Property, and Taxable Property Owner Association Property.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Improvement Area No. 11” means Improvement Area No. 11 and Improvement Area No. 11A as depicted on the boundary maps of CFD No. 93-1.

“Improvement Area No. 11A” means a portion of Improvement Area No. 11 as depicted on the boundary maps of CFD No. 93-1 (currently designated as Assessor’s Parcel numbers 406-290-023 and 406-290-025).

“Land Use Class” means any of the classes listed in Table 1 below.

“Maximum Special Tax” means the maximum Special Tax, determined in accordance with Section C, that can be levied by the Council in any Fiscal Year for Undeveloped Property, each Land Use Class of Developed Property, Taxable Property Owner Association Property, Taxable Religious Property and Taxable Public Property, as applicable.

“Property Owner Association Property” means any property within the boundaries of Improvement Area No. 11 of CFD No. 93-1 owned by or dedicated to a property owner association.

“Public Property” means any property within the boundaries of Improvement Area No. 11 of CFD No. 93-1 owned by or dedicated to the federal government, the State of California or other public agency.

“Religious Property” means all property within the boundaries of Improvement Area No. 11 of CFD No. 93-1 which is exempt from ad valorem property taxes because it is owned by a religious organization.

“Single Family Unit” means all Developed Property, other than Apartments, for which the building permit was issued for purposes of constructing a residential dwelling unit(s), including detached, attached, and condominium units and structures.

“Special Tax” means the special tax to be levied in each Fiscal Year on each Assessor’s Parcel of Developed Property, Undeveloped Property, Taxable Property Owner Association Property, Taxable Religious Property and Taxable Public Property to fund the Special Tax Requirement.

“Special Tax Requirement” means that amount required in any Fiscal Year for Improvement Area No. 11 of CFD No. 93-1 to: (1) pay debt service on all outstanding bonds or other indebtedness of Improvement Area No. 11 and Improvement Area No. 11A, or other periodic costs on the bonds or other indebtedness, (2) pay the Administrative Expenses, (3) accumulate funds to pay directly for authorized facilities, (4) pay costs associated with the release of funds from an escrow account if any, (5) pay any amounts required to establish or replenish any reserve funds, (6) pay for anticipated delinquent special taxes (such delinquent special taxes shall be estimated based on the delinquency rate in the CFD for the previous Fiscal Year.)

“Taxable Property” means all of the Assessor’s Parcels within the boundaries of improvement Area No. 11 which are not exempt from the Special Tax pursuant to law or Section E below.

“Taxable Property Owner Association Property” means all Property Owner Association Property which has not been exempted pursuant to Section E below.

“Taxable Public Property” means all Public Property which was acquired by a public agency through a negotiated transaction, gift or devise, including any dedication contingent upon approval of development plans which has not been exempted pursuant to Section E.

“Taxable Religious Property” means all Religious Property which has not been exempt pursuant to Section E.

“Undeveloped Property” means all Taxable Property, exclusive of Taxable Property Owner Association Property, Taxable Religious Property and Taxable Public Property, not classified as Developed Property.

B. ASSIGNMENT TO LAND USE CATEGORIES

For each Fiscal Year, all Taxable Property within Improvement Area No. 11 of CFD No. 93-1 shall be classified as Developed Property, Undeveloped Property, Taxable Property Owner Association Property, Taxable Religious Property or Taxable Public Property, and will further be classified as located in only Improvement Area 11 or Improvement Area No. 11 and Improvement Area No. 11A, and shall be subject to tax in accordance with the rate and method of apportionment determined pursuant to Sections C and D below.

For purposes of determining the applicable Assigned Special Tax for each Assessor’s Parcel of Developed Property, all Developed Property shall be assigned to one of the Land Use Classes designated in Table 1 below. Single Family Units shall be assigned to Land Use Classes 1 through 10 based on the square footage for the improvements to be constructed on an Assessor’s Parcel as set forth on the most recent building permit or condominium plan issued for such parcel. The square footage of a structure assigned to Land Use Classes 1 through 10 shall be exclusive of garages or other structures which are not used as living spaces. Apartment units shall be assigned to Land Use Class 11. Commercial Property shall be assigned to Land Use Class 12.

C. MAXIMUM SPECIAL TAX RATE

1. Developed Property

a. Maximum Special Tax

The Maximum Special Tax for each Assessor’s Parcel classified as Developed Property shall be the greater of (i) the amount derived by application of the Assigned Special Tax or (ii) the amount derived by application of the Backup Special Tax.

b. Assigned Special Tax

The Fiscal Year 1993-94 Assigned Special Tax for each Land Use Class is shown below in Table 1.

TABLE 1
Assigned Special Taxes for Developed Property in
Improvement Area No. 11 and 11A of
Community Facilities District No. 93-1 (Fiscal Year 1993-94)

Land Use Class	Description	Designation	Improvement Area No. 11 Assigned Special Tax	Improvement Area No. 11A Assigned Special Tax
1	Single Family	3,000 sq. ft. or more	\$ 1,153 per unit	\$ 1,787 per unit
2	Single Family	2,750 – 2,999 sq. ft.	\$ 1,057 per unit	\$ 1,638 per unit
3	Single Family	2,500 – 2,749 sq. ft.	\$ 961 per unit	\$ 1,490 per unit
4	Single Family	2,250 – 2,499 sq. ft.	\$ 884 per unit	\$ 1,370 per unit
5	Single Family	2,000 – 2,249 sq. ft.	\$ 807 per unit	\$ 1,251 per unit
6	Single Family	1,750 – 1,999 sq. ft.	\$ 691 per unit	\$ 1,071 per unit
7	Single Family	1,500 – 1,749 sq. ft.	\$ 606 per unit	\$ 939 per unit
8	Single Family	1,250 – 1,499 sq. ft.	\$ 509 per unit	\$ 939 per unit
9	Single Family	1,000 – 1,249 sq. ft.	\$ 412 per unit	\$ 939 per unit
10	Single Family	< 1,000 sq. ft.	\$ 398 per unit	\$ 939 per unit
11	Apartment	NA	\$ 339 per unit	\$ 939 per unit
12	Commercial	NA	\$ 4,757 per acre	\$ 7,373 per acre

c. Backup Special Tax

The Fiscal Year 1993-94 Backup Special Tax is \$0.109 per square foot of each Assessor's Parcel of Developed Property. The Backup Special Tax may exceed the Assigned Special Tax for some Assessor's Parcels within each Land Use Class. In such case, the Back-up Special Tax shall be the Maximum Special Tax.

The acreage or square footage of land area applicable to a condominium unit shall be computed from the acreage of the lot on which the condominium unit is located. The acreage for such lot shall be allocated equally among the condominiums located on the lot.

d. Increases in the Maximum Special Tax

On each July 1, commencing July 1 1994, the Assigned Special Tax and the Back-up Special Tax to be applicable to an Assessor's Parcel shall be increased by two percent (2.00%) of the amount in effect for the previous Fiscal Year.

2. Undeveloped Property, Taxable Property Owner Association Property, Taxable Religious Property and Taxable Public Property

a. Maximum Special Tax

The Maximum Special Tax for Undeveloped Property, Taxable Property Owner Association Property, Taxable Public Property, and Taxable Religious Property shall be \$5,280 per Acre for Fiscal Year 1993-94.

The acreage or square footage of land area applicable to a condominium unit shall be computed from the acreage of the lot on which the condominium unit located. The acreage for such lot shall be allocated equally to the condominiums located in the lot.

b. Increases in the Maximum Special Tax

On each July 1, commencing July 1 1994, the Maximum Special Tax for Undeveloped Property, Taxable Property Owner Association Property, Taxable Religious Property, and Taxable Public Property shall be increased by two percent (2.00%) of the amount in effect for the previous Fiscal Year.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 1993-94 and for each following Fiscal Year, the Council shall determine the Special Tax Requirement to be collected from Taxable Property in Improvement Area No. 11 of CFD No. 93-1 in the Fiscal Year. The Council shall levy the Special Tax as follows until the amount of levy equals the Special Tax Requirement, subject to limitations specified in Section 53321 of the Act.

First: The Special Tax shall be levied in equal percentages on each Assessor's Parcel of Developed Property up to 91% of the applicable Assigned Special Tax for such Assessor's Parcel;

Second: If additional monies are needed after the first step has been completed, the Special Tax shall be levied in equal percentages on each Assessor's Parcel of Undeveloped Property, up to 100% of the Maximum Special Tax for Undeveloped Property;

Third: If additional monies are needed after the first two steps have been completed, then the levy of the Special Tax on each Assessor's Parcel of Developed Property shall be increased in equal percentages from the amounts calculated pursuant to Step 1 above, up to 100% of the applicable Assigned Special Tax for such Assessor's Parcel;

Fourth: If additional monies are needed after the first three steps have been completed, then the levy of the Special Tax on each Assessor's Parcel of Developed Property whose Maximum Special Tax is determined through the application of the Backup Special Tax shall be increased in equal percentages from the Assigned Special Tax up to the Maximum Special Tax for each such Assessor's Parcel;

Fifth: If additional monies are needed after the first four steps have been completed, then the Special Tax shall be levied in equal percentages on each Assessor's Parcel of Taxable Property Owner Association Property up to the Maximum Special Tax for Taxable Property Owner Association Property;

Sixth: If additional monies are needed after the first five steps have been completed, then the Special Tax shall be levied in equal percentages on each Assessor's Parcel of Taxable Religious Property up to the Maximum Special Tax for Taxable Religious Property;

Seventh: If additional monies are needed after the first six steps have been completed, then the Special Tax shall be levied in equal percentages on each Assessor's Parcel of Taxable Public Property up to the Maximum Special Tax for Taxable Public Property.

E. EXEMPTIONS

The Council shall not levy a Special Tax on the following:

1) Properties owned by entities of the State of California, federal or other public agencies except as otherwise provided in Sections 53317.3 and 53317.5 of the Act; and

2) Properties designated for the following uses:

Up to a total of 12.96 acres of Public Property, Property Owner Association Property, and Religious Property.

All such property will be allocated on a first in time basis. If the total number of acres of land conveyed or dedicated exceeds the amount stated above, then the acres exceeding such total shall be taxed at the applicable rate set forth in Section C.2 above and to the extent set forth in Section D above.

F. REVIEW/APPEAL COMMITTEE

Any landowner or resident who feels that the amount of the Special Tax is in error may file a notice with CFD No. 93-1 appealing the levy of the amount of the Special Tax. A representative of CFD No. 93-1 will then review the appeal and, if necessary, meet with the applicant. If the findings of the representative of CFD No. 93-1 verify that the amount of the Special Tax should be modified or changed, then, as appropriate, the Special Tax levy shall be corrected.

G. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes; provided, however, that Improvement Area No. 11 of CFD No. 93-1 may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations and may covenant to foreclose on delinquent Assessor's Parcels as permitted by the Act.

H. PREPAYMENT OF SPECIAL TAX

The Special Tax applicable to an Assessor's Parcel of Taxable Property may be prepaid in full according to a prepayment formula determined by the Council at the time of prepayment. The prepayment amount shall also include the administrative expenses of Improvement Area No. 11 of CFD No. 93-1, the fiscal agent and any consultant retained by Improvement Area No. 11 of CFD No. 93-1 in connection with the calculation of the prepayment amount.

I. TERM OF SPECIAL TAX

The Special Tax shall be levied for a term of 50 years, commencing with Fiscal Year 1993-94.

**SECOND REVISED RATE AND METHOD OF APPORTIONMENT
FOR IMPROVEMENT AREA NO. 12A OF COMMUNITY
FACILITIES DISTRICT NO. 93-1 OF THE CITY OF BEAUMONT**

A Special Tax as hereinafter defined shall be levied on and collected in Improvement Area No. 12a of Community Facilities District No. 93-1 of the City of Beaumont ("CFD No. 93-1") each Fiscal Year, in an amount determined by the City Council of the City of Beaumont through the application of the appropriate Special Tax for "Developed Property," "Undeveloped Property," "Taxable Property Owner Association Property," "Taxable Religious Property," and "Taxable Public Property," as described below. All of the real property in Improvement Area No. 12a of CFD No. 93-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any ordinary and necessary expenses of the City to carry out the administration of Improvement Area No. 12a of CFD No.93-1.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

"Bonds" means any bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued by Improvement Area No. 12a under the Act.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"CFD No. 93-1" means City of Beaumont Community Facilities District No. 93-1.

"City" means the City of Beaumont.

"Council" means the City Council of the City of Beaumont, acting as the legislative body of Improvement Area No. 12a of CFD No. 93-1.

"County" means the County of Riverside.

"Developed Property" means, for each Fiscal Year, all Taxable Property, exclusive of Taxable Property Owner Association Property, Taxable Public Property, or Taxable Religious Property for which a building permit for new construction was issued prior to March 1 of the prior Fiscal Year.

“Final Subdivision” means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.), or recordation of a condominium plan pursuant to California Civil Code 1352, that creates individual lots (a “Lot” or “Lots”) for which building permits may be issued without further subdivision.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Improvement Area No. 12a” means Improvement Area No. 12a as depicted on the boundary map of CFD No. 93-1.

“Indenture” means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

“Land Use Class” means any of the classes listed in Table 1 below.

“Maximum Special Tax” means the maximum Special Tax, determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor’s Parcel of Taxable Property.

“Non-Residential Property” means all Assessor’s Parcels of Developed Property for which a building permit(s) was issued for a non-residential use.

“One Time Special Tax” means the Special Tax that is required to be paid as a condition precedent to the recordation of final maps, as determined in accordance with Section C.2.b below.

“Outstanding Bonds” means all Bonds which are deemed to be outstanding under the Indenture.

“Property Owner Association Property” means any property that is owned by or dedicated to a property owner association, including any master or sub-association.

“Public Property” means any property that is used for rights-of-way or any other purpose and is owned by or dedicated to the federal government, the State, the County or any other public agency.

“Religious Property” means any property that is used primarily as a place of worship and is exempt from ad valorem property taxes because it is owned by a religious organization. Religious Property, without limitation, does not include any Assessor’s Parcels used for religious schools, day care centers, or congregate care facilities.

“Residential Property” means all Assessor’s Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units.

“Residential Floor Area” means all of the square footage of living area within the perimeter of a residential structure, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The determination of Residential Floor Area shall be made by reference to the building permit(s) issued for such Assessor’s Parcel.

“Special Tax” means the special tax to be levied in each Fiscal Year on each Assessor’s Parcel of Developed Property, Undeveloped Property, Taxable Property Owner Association Property, Taxable Public Property, and Taxable Religious Property to fund the Special Tax Requirement.

“Special Tax Requirement” means that amount required, after taking into consideration available funds pursuant to the Indenture, in any Fiscal Year for Improvement Area No. 12a to: (i) pay debt

service on all Outstanding Bonds; (ii) pay periodic costs on the Bonds, including but not limited to, credit enhancement and rebate payments on the Bonds; (iii) pay reasonable Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) pay for anticipated delinquent Special Taxes based on the delinquency rate in Improvement Area No. 12a for the previous Fiscal Year, and (vi) pay directly for construction of Improvement Area No. 12a facilities eligible under the Act to the extent that the inclusion of such amount does not increase the Special Tax levy on Undeveloped Property.

“State” means the State of California.

“Taxable Property” means all of the Assessor’s Parcels within the boundaries of Improvement Area No. 12a which are not exempt from the Special Tax pursuant to law or Section E below.

“Taxable Property Owner Association Property” means all Assessor’s Parcels of Property Owner Association Property that are not exempt pursuant to Section E below.

“Taxable Public Property” means all Assessor’s Parcels of Public Property that are not exempt pursuant to Section E below.

“Taxable Religious Property” means all Assessor’s Parcels of Religious Property that are not exempt pursuant to Section E below.

“Trustee” means the trustee or fiscal agent under the Indenture.

“Undeveloped Property” means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Taxable Property Owner Association Property, Taxable Public Property, or Taxable Religious Property.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, all Taxable Property within Improvement Area No. 12a shall be classified as Developed Property, Taxable Public Property, Taxable Property Owner Association Property, Taxable Religious Property, or Undeveloped Property, and shall be subject to Special Taxes in accordance with the rate and method of apportionment determined pursuant to Sections C and D below.

C. MAXIMUM SPECIAL TAX RATE

1. Developed Property

a. Maximum Special Tax

The Maximum Special Tax for each Assessor’s Parcel classified as Developed Property shall be the Special Tax for the applicable Land Use Class as shown in Table 1 below. The Maximum Special Tax for Residential Property consisting of single family detached homes shall be the same for each Lot. The Maximum Special Tax for Residential Property consisting of Condominiums or Apartments shall be the same for each dwelling unit. The Maximum Special Tax for Non-Residential Property shall be based on the amount of Acreage of the Assessor’s Parcel.

TABLE 1
Maximum Special Taxes for Developed Property in
Improvement Area No. 12a of
Community Facilities District No. 93-1 (Fiscal Year 2000-2001)

Land Use Class	Description	Assigned Special Tax
1	Residential Property with building square footage of less than 2,000 square foot.	\$1,000 per Lot
2	Residential Property with building square footage of 2,000 square feet or more.	\$1,100 per unit
3	Non-Residential	\$7,500 per Acre

b. Increases in the Maximum Special Tax

On each July 1, commencing July 1, 2003, the Maximum Special Tax for each Land Use Class of Developed Property shall be increased by two percent (2.00%) of the amount in effect for the previous Fiscal Year.

2. Undeveloped Property

a. Maximum Special Tax

The Maximum Special Tax for Undeveloped Property shall be \$7,500 per Acre for Fiscal Year 2002-2003, such amount to increase two percent (2.00%) annually commencing July 1, 2003, plus any applicable One Time Special Tax determined pursuant to section C.2.b below.

b. One Time Special Tax

If at any time prior to approval of a Final Subdivision the CFD Administrator determines that there has been a reduction in the expected Residential Property dwelling units, as determined by reference to the Substantial Conformance Map, then a One Time Special Tax corresponding to such reduction shall be calculated and levied against the Assessor's Parcels on which the reduction occurred. The One Time Special Tax will be calculated using the prepayment formula approved by the City, with the following modifications:

- i. The number by which the expected Residential Property dwelling units has been reduced multiplied by the applicable Special Tax set forth in Table 1 above, escalated pursuant to Section C.1.b shall be substituted for the Maximum Annual Special Tax in Step 1 of the prepayment formula.

3. Taxable Property, Owner Association Property, Taxable Public Property, and Taxable Religious Property

a. Maximum Special Tax

The Maximum Special Tax for Taxable Property Owner Association Property, Taxable Public Property, and Taxable Religious Property shall be \$7,500 per Acre

for Fiscal Year 2002-2003, such amount to increase two percent (2.00%) annually commencing July 1, 2003.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2002-2003 and for each following Fiscal Year, the Council shall determine the Special Tax Requirement to be collected from Taxable Property in Improvement Area No. 12a of CFD No. 93-1 in the Fiscal Year. The Council shall levy the Special Tax as follows until the amount of levy equals the Special Tax Requirement, subject to limitations specified in Section 53321 of the Act.

First: The Special Tax shall be levied in equal percentages on each Assessor's Parcel of Developed Property up to 100% of the applicable Maximum Special Tax for each such Assessor's Parcel;

Second: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied in equal percentages on each Assessor's Parcel of Undeveloped Property, up to 100% of the Maximum Special Tax for Undeveloped Property;

Third: If additional monies are needed to satisfy the Special Tax Requirement after the first three steps have been completed, then the Special Tax shall be levied in equal percentages on each Assessor's Parcel of Taxable Property Owner Association Property, up to the Maximum Special Tax for Taxable Property Owner Association Property;

Fourth: If additional monies are needed to satisfy the Special Tax Requirement after the first three steps have been completed, then the Special Tax shall be levied in equal percentages on each Assessor's Parcel of Taxable Religious Property, up to the Maximum Special Tax for Taxable Religious Property;

Fifth: If additional monies are needed to satisfy the Special Tax Requirement after the first four steps have been completed, then the Special Tax shall be levied in equal percentages on each Assessor's Parcel of Taxable Public Property up to the Maximum Special Tax for Taxable Public Property.; and

Sixth: If additional monies are needed to satisfy the Special Tax Requirement after the first five steps have been completed, then the Special Tax shall be levied in equal percentages on each Assessor's Parcel of Taxable Public Property up to the Maximum Special Tax for Taxable Religious Property.

Notwithstanding the above, under no circumstances will the Special Tax levied against any Assessor's Parcel of Residential Property for which an occupancy permit for private residential use has been issued be increased by more than ten percent per fiscal year as a consequence of delinquency or default by the owner of any other Assessor's Parcel within Improvement Area No. 12a.

E. EXEMPTIONS

The Council shall not levy a Special Tax on the following:

- 3) Properties owned by entities of the State of California, federal or other public agencies, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act;
- 4) Properties designated for the following uses: Public Property, Property Owner Association Property, and Religious Property

Under no condition will the total acres of Taxable Property be less than 14.88 acres due to the exemption of Public Property, Property Owner Association Property, and Religious Property. All

Public Property, Property Owner Association Property, and Religious Property will be allocated on a first in time basis. If the remaining total number of acres of land conveyed or dedicated is less than the amount stated above, then such acres shall be taxed at the applicable rates set forth in Section C above and to the extent set forth in Section C above.

F. REVIEW/APPEAL COMMITTEE

Any landowner or resident who feels that the amount of the Special Tax levied on their Assessor's Parcel is in error may file a notice with CFD No. 93-1 appealing the amount of the Special Tax levied on such Assessor's Parcel. A representative of CFD No. 93-1 will then review the appeal and, if necessary, meet with the applicant. If the findings of the representative of CFD No. 93-1 verify that the amount of the Special Tax should be modified or changed, then, as appropriate, the Special Tax levy shall be corrected.

G. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes; provided, however, that CFD No. 93-1 may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

H. PREPAYMENT OF SPECIAL TAX

The Special Tax applicable to an Assessor's Parcel may be prepaid in full according to a prepayment formula determined by the City at the time of prepayment. The prepayment amount shall also include the administrative expense of Improvement Area No. 12a, the fiscal agent and any consultant retained in connection with the calculation of the prepayment amount.

I. TERM OF SPECIAL TAX

The Special Tax shall be levied for a term of 50 years, commencing with Fiscal Year 1993-94.

APPENDIX E

FORM OF BOND COUNSEL OPINION

[Closing Date]

Beaumont Public Improvement Authority
Beaumont, California

Re: \$ _____ Beaumont Public Improvement Authority Local Agency Refunding Bonds,
 Series 2019A

Ladies and Gentlemen:

We have examined the Constitution and the laws of the State of California, a certified record of the proceedings of the Beaumont Public Improvement Authority (the "Authority") taken in connection with the issuance by the Authority of its Local Agency Refunding Bonds, Series 2019A (the "Bonds") and such other information and documents as we consider necessary to render this opinion.

In rendering this opinion, we have relied upon certain representations and certifications of fact made by the Authority, the City of Beaumont, the City of Beaumont Community Facilities District No. 93-1 (the "District"), the initial purchaser of the Bonds and others. We have not undertaken to verify through independent investigation the accuracy of the representations and certifications relied upon by us.

The Bonds have been issued pursuant to the Marks Roos Local Bond Pooling Act of 1985, as amended (Article 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code) (the "Act"), that certain Indenture of Trust dated as of August 1, 2018 (the "Indenture"), by and between the Authority and Wilmington Trust, National Association, as Trustee, and an authorizing resolution adopted by the Board of Directors of the Authority (the "Board") on July 2, 2019 (the "Resolution"), approving the Indenture. The Bonds are dated as of their date of delivery and mature on the dates and in the amounts set forth in the Indenture. Interest on the Bonds is payable on the dates and at the rates per annum set forth in the Indenture. The Bonds are registered Bonds in the forms set forth in the Indenture and are redeemable in the amounts, at the times and in the manner set forth in the Indenture. Capitalized terms not defined herein shall have the meaning set forth in the Indenture.

Based upon our examination of the foregoing, and in reliance thereon and on all matters of fact as we deem relevant under the circumstances, and upon consideration of applicable laws, we are of the opinion that:

(1) The Bonds have been duly and validly authorized by the Authority and are legal, valid and binding limited obligations of the Authority, enforceable in accordance with their terms and the terms of the Indenture, except as the same may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or transfer or other laws affecting creditors' rights generally, by the exercise of judicial discretion in accordance with general principles of equity or otherwise in appropriate cases and by limitations on remedies against public agencies in the State of California.

(2) The Indenture has been duly executed and delivered by the Authority. The Indenture creates a valid pledge of the Revenues to secure the Bonds and the amounts on deposit in certain funds and accounts established under the Indenture to secure the Bonds, as and to the extent provided in the Indenture. The Indenture is enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or transfer or other similar laws affecting creditors' rights generally, by the exercise of judicial discretion in accordance with general principles of equity

or otherwise in appropriate cases and by limitations on remedies against public agencies in the State of California; provided, however, that we express no opinion with respect to any indemnification, contribution, penalty, choice of law, choice of forum or waiver provisions contained in the Indenture.

(3) Under existing statutes, regulations, rulings and judicial decisions, interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals.

(4) Interest (and original issue discount) on the Bonds is exempt from State of California personal income tax.

(5) The difference between the issue price of a Bond (the first price at which a substantial amount of the Bonds of a maturity are to be sold to the public) and the stated redemption price at maturity with respect to such Bond constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Bond owner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by a Bond owner will increase the Bond owner's basis in the applicable Bond. Original issue discount that accrues to the Bond owner is excluded from the gross income of such owner for federal income tax purposes, is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals (as described in paragraph 3 above), and is exempt from State of California personal income tax.

(6) The amount by which a Bond owner's original basis for determining loss on sale or exchange in the applicable Bond (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable Bond premium, which must be amortized under Section 171 of the Code; such amortizable Bond premium reduces the Bond owner's basis in the applicable Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of Bond premium may result in a Bond owner realizing a taxable gain when a Bond is sold by the owner for an amount equal to or less (under certain circumstances) than the original cost of the Bond to the owner.

The opinions expressed in paragraphs (3) and (5) above as to the exclusion from gross income for federal income tax purposes of interest and original issue discount on the Bonds is subject to the condition that the Authority, the City and the District comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code") that must be satisfied subsequent to the issuance of the Bonds to assure that such interest (and original issue discount) will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest (and original issue discount) on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The Authority, the City and the District each has covenanted to comply with all such requirements. Except as set forth in paragraphs (3) through (5) above, we express no opinion as to any tax consequences related to the Bonds.

Certain requirements and procedures contained or referred to in the Indenture, the Tax Certificate and the Local Obligations Indentures 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 counsel nationally recognized in the area of tax-exempt obligations. We express no opinion as to the effect on the exclusion of interest (and original issue discount) on the Bonds from gross income for federal income tax purposes on and after the date on which any such change occurs or action is taken upon the advice or approval of counsel other than Stradling Yocca Carlson & Rauth, a Professional Corporation.

Our opinion is limited to matters governed by the laws of the State of California and federal law. We assume no responsibility with respect to the applicability or the effect of the laws of any other jurisdiction.

The opinions expressed herein may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. Our engagement as Bond Counsel terminates upon the issuance of the Bonds and we have not undertaken to determine, or to inform any person, whether any such actions or events are taken (or not taken) or do occur (or do not occur).

The opinions expressed herein are based upon our analysis and interpretation of existing laws, regulations, rulings and judicial decisions and cover certain matters not directly addressed by such authorities.

We express no opinion herein as to the accuracy, completeness or sufficiency of the Official Statement relating to the Bonds or other offering material relating to the Bonds and expressly disclaim any duty to advise the owners of the Bonds with respect to matters contained in the Official Statement.

Respectfully submitted,

APPENDIX F

FORM OF CONTINUING DISCLOSURE AGREEMENT

THIS CONTINUING DISCLOSURE AGREEMENT (“Disclosure Agreement”), dated as of August 1, 2018, is executed and delivered by the BEAUMONT PUBLIC IMPROVEMENT AUTHORITY (the “Issuer”), and WEBB MUNICIPAL FINANCE, LLC, as Dissemination Agent (the “Dissemination Agent”) in connection with the issuance of \$_____ aggregate principal amount the Beaumont Public Improvement Authority Local Agency Refunding Bonds, Series 2019A (the “Bonds”). The Bonds are being issued pursuant to an Indenture of Trust, dated as of July 1, 2019 (the “Indenture”), by and between Wilmington Trust, National Association, as trustee (the “Trustee”), and the Issuer. The proceeds of the Bonds will be used to acquire the District Bonds (as defined below). The Issuer 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 Issuer for the benefit of the Owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission.

Section 2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure 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 Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income purposes.

“Disclosure Representative” shall mean the Executive Director of the Issuer, or his or her designee, or such other officer or employee as the Issuer shall designate in writing to the Dissemination Agent from time to time.

“Dissemination Agent” shall mean WEBB Municipal Finance, LLC, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee and the Issuer a written acceptance of such designation.

“District” shall mean the City of Beaumont Community Facilities District No. 93-1.

“District Bonds” shall mean, collectively, the following:

- (a) City of Beaumont Community Facilities District No. 93-1 (Improvement Area No. 3) 2018 Special Tax Refunding Bonds,
- (b) City of Beaumont Community Facilities District No. 93-1 (Improvement Area No. 9) 2018 Special Tax Refunding Bonds,
- (c) City of Beaumont Community Facilities District No. 93-1 (Improvement Area No. 10A) 2018 Special Tax Refunding Bonds,

- (d) City of Beaumont Community Facilities District No. 93-1 (Improvement Area No. 11) 2018 Special Tax Refunding Bonds,
- (e) City of Beaumont Community Facilities District No. 93-1 (Improvement Area No. 12A) 2018 Special Tax Refunding Bonds.

“EMMA” shall mean the Electronic Municipal Market Access system of the MSRB.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

“MSRB” means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934 and any successor entity designated under the Rule as the repository for filings made pursuant to Section 15B(b)(2) of the Securities Exchange Act of 1934.

“Owners” shall mean the registered owners of the Bonds as set forth in the registration books maintained by the Trustee.

“Participating Underwriter” shall mean the original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Repository” shall mean the Electronic Municipal Market Access System of the Municipal Securities Rulemaking Board, which can be found at www.emma.msrb.org, any other repository of disclosure information that may be designated by the Securities and Exchange Commission in the future.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of California.

“Tax-Exempt” shall mean the interest on the Bonds is excluded from gross income for federal income tax purposes, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating any other tax liability, including any alternative minimum tax or environmental tax.

Section 3. Provision of Annual Reports.

(a) The Issuer shall, or upon written direction shall cause the Dissemination Agent to, not later than the February 10 following the end of the Issuer’s Fiscal Year (June 30) commencing with the report due by February 10, 2019, provide to the Repository, in an electronic format and 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 Issuer and the District, if any exist, may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer’s or the District’s fiscal year changes, the Issuer shall give notice of such change in the same manner as for a Listed Event under Section 5(a). The Issuer shall provide a written certification with each Annual Report furnished to the Dissemination Agent and the Trustee to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder. The Dissemination Agent and Trustee may conclusively rely upon such certification of the Issuer and shall have no duty or obligation to review such Annual Report.

(b) Not later than (15) Business Days prior to the date specified in subsection (a) for providing the Annual Report to the Repository, the Issuer shall provide the Annual Report to the Dissemination Agent.

If by fifteen (15) Business Days prior to such date, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Issuer to inquire if the Issuer is in compliance with subsection (a).

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to the Repository by the date required in subsection (a), the Dissemination Agent in a timely manner shall send a notice to the Municipal Securities Rulemaking Board in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) determine each year prior to date for providing the Annual Report the name and address of the Repository; and

(ii) file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and listing the Repository(ies) to which it was provided.

Section 4. Content of Annual Reports. The Annual Report shall contain or include by reference the following:

(a) The audited financial statements of the Issuer, the City and the District for the prior fiscal year, if any have been prepared and which, if prepared, shall be prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Issuer, the City or the District are preparing audited financial statements and such audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the audited financial statements 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 such audited financial statements are not available by the date required for filing the Annual Report.

(b) The Annual Report shall contain or incorporate by reference the following:

(i) the principal amount of the Bonds and each series of District Bonds outstanding as of the September 2 preceding the filing of the Annual Report;

(ii) the balance in each fund under the Indenture and the Reserve Requirement as of the September 30 preceding the filing of the Annual Report;

(iii) any changes to the Rates and Methods of Apportionment of the Special Taxes approved or submitted to the qualified electors for approval prior to the filing of the Annual Report and a description of any parcels for which the Special Taxes have been prepaid in the Fiscal Year for which the Annual Report is being prepared;

(iv) an update of the estimated assessed value-to-lien ratio for such Improvement Area substantially in the form of Tables A-3, A-11, A-19, A-27 and A-35 in the Official Statement based upon the most recent Special Tax levy preceding the date of the Annual Report and on the assessed values of property for the current fiscal year;

(v) the status of any foreclosure actions being pursued by the District with respect to delinquent Special Taxes;

(vi) an update by Improvement Area similar to Tables A-7, A-15, A-23, A-31 and A-39 of the total Special Taxes levied and collected in the most recent prior fiscal year and the current fiscal

year, and the total Special Taxes that remain unpaid for the prior fiscal year in which Special Taxes were levied and the number of delinquent parcels in each Improvement Area;

(vii) any changes with respect to the inclusion or exclusion of the District in the County's Teeter Plan; and

(viii) any information not already included under (i) through (vii) above that the Issuer is required to file in its annual report to the California Debt and Investment Advisory Commission pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended.

In addition to any of the information expressly required to be provide under paragraphs (a) or (b) of this Section, the Issuer shall provide such further information, if any, as may be necessary to make the specifically required statements set forth in clauses (i) to (viii), in the light of the circumstances under which they were made, not misleading.

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 Issuer or related public entities, which have been submitted to the Repository. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Issuer 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 Issuer shall give, or cause the Dissemination Agent to give, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not more than ten (10) business days after the event:

1. principal and interest payment delinquencies;
2. unscheduled draws on debt service reserves reflecting financial difficulties;
3. unscheduled draws on credit enhancements reflecting financial difficulties;
4. substitution of credit or liquidity providers, or their failure to perform;
5. adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability or of a Notice of Proposed Issue (IRS Form 5701-TEB);
6. tender offers;
7. defeasances;
8. ratings changes;
9. bankruptcy, insolvency, receivership or similar proceedings; and

Note: for the purposes of the event identified in subparagraph (9), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials

or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

10. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

(b) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. unless described in paragraph 5(a)(5) above, notices or determinations by the Internal Revenue Service with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;
2. the consummation of a merger, consolidation or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
3. appointment of a successor or additional trustee or the change of the name of a trustee;
4. nonpayment related defaults;
5. modifications to the rights of Owners of the Bonds;
6. bond calls;
7. release, substitution or sale of property securing repayment of the Bonds; and
8. incurrence of a financial obligation of the obligated person, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

(c) In the event of the occurrence of a Listed Event under Section 5(b) above, the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If the Issuer determines that knowledge of the occurrence of a Listed Event under Section 5(b) would be material under applicable federal securities laws, the Issuer shall file, or cause the Dissemination Agent to file, a notice of such occurrence with the Repository in a timely manner not more than 10 business days after the event.

(e) The Issuer hereby agrees that the undertaking set forth in this Disclosure Agreement is the responsibility of the Issuer and that the Dissemination Agent, if other than the Issuer, shall not be responsible for determining whether the Issuer's instructions to the Dissemination Agent under this Section 5 comply with the requirements of the Rule.

(f) For purposes of the events identified in subparagraphs (a)(10) and (b)(8) under this Section 5, the term "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection

with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule and a continuing disclosure undertaking has been entered into.

Section 6. Format for Filings with the MSRB. Any report or filing with the MSRB pursuant to this Disclosure Agreement must be submitted in electronic format, accompanied by such identifying information as is prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5(a).

Section 8. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Agreement. If at any time there is not any other designated Dissemination Agent, the Trustee shall be the Dissemination Agent. The initial Dissemination Agent shall be WEBB Municipal Finance, LLC. The Dissemination Agent may resign by providing thirty (30) days written notice to the Issuer and the Trustee.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer 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 related 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 the type of business conducted;

(b) The undertaking hereunder, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment related to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(f), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer 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 Issuer 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 Issuer shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, the Trustee at the written direction of any Participating Underwriter or the Owners of at least 25% aggregate principal amount of Outstanding Bonds, shall, or any Owner or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Agreement, but only to the extent funds have been provided to it or it has been otherwise indemnified to its satisfaction from any cost, liability, expense or additional charges of the Trustee whatsoever, including, without limitation, fees and expenses of its attorney. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Issuer agrees to indemnify and save the Dissemination Agent and 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 obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 13. Notices. Any notices or communications to or among any of the parties to this Disclosure Agreement may be given as follows:

Issuer: Beaumont Public Improvement Authority
55 East Sixth Street
Beaumont, CA 92223
Attention: Executive Director

Dissemination Agent: Webb Municipal Finance, LLC
3788 McCray Street
Riverside, CA 92506

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notice or communications should be sent.

Section 14. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Trustee, the Dissemination Agent, the Participating Underwriter and Owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 15. 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.

Section 16. Governing Law. This Disclosure Agreement shall be construed and governed in accordance with the laws of the State of California.

BEAUMONT PUBLIC IMPROVEMENT AUTHORITY

By: _____
Its: Executive Director

WEBB MUNICIPAL FINANCE, LLC, as Dissemination Agent

By: _____
Its: Authorized Officer

EXHIBIT A

NOTICE TO REPOSITORY OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: BEAUMONT PUBLIC IMPROVEMENT AUTHORITY

Name of Bond Issue: \$ _____ BEAUMONT PUBLIC IMPROVEMENT AUTHORITY LOCA
AGENCY REFUNDING BONDS, SERIES 2019A

Date of Issuance: _____, 2019

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement dated as of July 1, 2019, by and between the Issuer and Webb Municipal Finance, LLC, as dissemination agent. The Issuer anticipated that the Annual Report will be filed by _____.

Dated: _____

[DISSEMINATION AGENT],
as Dissemination Agent on behalf of ISSUER

APPENDIX G

DTC AND THE BOOK-ENTRY-ONLY SYSTEM

The information in this section concerning DTC and DTC's book-entry only system has been obtained from sources that the Authority believes to be reliable, but the Authority takes no responsibility for the completeness or accuracy thereof. The following description of the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, premium, if any, accreted value and interest on the Bonds to DTC Participants or Beneficial Owners, confirmation and transfers of beneficial ownership interests in the Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC to the Authority which the Authority believes to be reliable, but the Authority and the Underwriters do not and cannot make any independent representations concerning these matters and do not take responsibility for the accuracy or completeness thereof. Neither the DTC, Direct Participants, Indirect Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each annual maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited through the facilities of DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. Such website is not incorporated herein by such reference.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive Bonds representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as 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 District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Bond Owner shall give notice to elect to have its Bonds purchased or tendered, through its Participant, to the Trustee, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Participant's interest in the Bonds, on DTC's records, to the Trustee. The requirement for physical delivery of Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Bonds to the Trustee's DTC account.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, physical certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Bonds will be printed and delivered to DTC.

APPENDIX H
SPECIMEN MUNICIPAL BOND INSURANCE POLICY

APPENDIX I
SECURITIES AND EXCHANGE COMMISSION ORDER

APPENDIX J
GRAND JURY REQUEST FOR DOCUMENTS

§ _____
BEAUMONT PUBLIC IMPROVEMENT AUTHORITY
LOCAL AGENCY REFUNDING BONDS
SERIES 2019A

BOND PURCHASE AGREEMENT

_____, 2019

Beaumont Public Improvement Authority
 550 East 6th Street
 Beaumont, California 92223

City of Beaumont Community Facilities District No. 93-1
 550 East 6th Street
 Beaumont, California 92223

Ladies and Gentlemen:

The undersigned, Stifel, Nicolaus & Company, Incorporated, as underwriter (the “**Underwriter**”), offers to enter into this Bond Purchase Agreement (this “**Purchase Agreement**”) with the Beaumont Public Improvement Authority (the “**Authority**”) and the City of Beaumont Community Facilities District No. 93-1 (the “**District**”), which Purchase Agreement will be binding upon the Authority, the District and the Underwriter upon the acceptance hereof by the Authority and the District. This offer is made subject to its acceptance by the Authority and the City of Beaumont (the “**City**”), for itself and on behalf of the District, by execution of this Purchase Agreement and its delivery hereof to the Underwriter on or before 11:59 p.m., California time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the Authority and the District at any time prior to the acceptance hereof by the Authority and the District. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Indenture of Trust, dated as of July 1, 2019 (the “**Indenture**”), by and between the Authority and Wilmington Trust, National Association, as trustee (the “**Trustee**”).

Each of the Authority and the District 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 among the Authority, the District, 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 Authority or the District; (iii) the Underwriter has not assumed a fiduciary responsibility in favor of the Authority or the District with respect to: (A) the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Authority or the District on other matters), or (B) any other obligation to the Authority or the District except the obligations expressly set forth in this Purchase Agreement; and (iv) the Authority and the District have consulted with their own legal and financial advisors to the extent they deemed appropriate in connection with the offering of the Bonds. Nothing in the foregoing paragraph is intended to limit the Underwriter’s obligations of fair dealing under MSRB Rule G-17 of the Municipal Securities Rulemaking Board (the “**MSRB**”).

The Authority acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter disclosure under Rule G-17 of the MSRB and acknowledges that it has engaged Urban Futures, Inc. as its municipal advisor (as

defined in Securities and Exchange Commission Rule 15Ba1) (the “**Municipal Advisor**”) and will rely solely on the Municipal Advisor for financial advice with respect to the Bonds.

1. Purchase and Sale.

(a) **Bonds.** Upon the terms and conditions and upon the basis of representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the Authority for offering to the public, and the Authority hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of \$_____ aggregate principal amount of the Beaumont Public Improvement Authority Local Agency Refunding Bonds, Series 2019A (the “**Bonds**”), at an aggregate purchase price of \$_____ (constituting the aggregate principal amount of the Bonds, less net original issue discount of \$_____, less an Underwriter’s discount of \$_____). The Bonds shall be dated the Closing Date (as defined herein) and shall have the maturities and bear interest at the rates *per annum* as set forth in Appendix A-1 attached hereto.

(b) **Local Obligations.** Upon the terms and conditions and upon the basis of representations, warranties, and agreements hereinafter set forth:

(i) the Authority hereby agrees to purchase from the District and the District agrees to sell to the Authority all (but not less than all) of \$_____ aggregate principal amount of the City of Beaumont Community Facilities District No. 93-1 (Improvement Area No. 3) 2019 Special Tax Refunding Bonds (the “**Improvement Area No. 3 Special Tax Refunding Bonds**”), at an aggregate purchase price of \$_____ (constituting the aggregate principal amount of the Improvement Area No. 3 Special Tax Refunding Bonds, less a purchase discount of \$_____),

(ii) the Authority hereby agrees to purchase from the District and the District agrees to sell to the Authority all (but not less than all) of \$_____ aggregate principal amount of the City of Beaumont Community Facilities District No. 93-1 (Improvement Area No. 11) 2019 Special Tax Refunding Bonds (the “**Improvement Area No. 11 Special Tax Refunding Bonds**”), at an aggregate purchase price of \$_____ (constituting the aggregate principal amount of the Improvement Area No. 11 Special Tax Refunding Bonds, less a purchase discount of \$_____),

(iii) the Authority hereby agrees to purchase from the District and the District agrees to sell to the Authority all (but not less than all) of \$_____ aggregate principal amount of the City of Beaumont Community Facilities District No. 93-1 (Improvement Area No. 9) 2019 Special Tax Refunding Bonds (the “**Improvement Area No. 9 Special Tax Refunding Bonds**”), at an aggregate purchase price of \$_____ (constituting the aggregate principal amount of the Improvement Area No. 9 Special Tax Refunding Bonds, less a purchase discount of \$_____),

(iv) the Authority hereby agrees to purchase from the District and the District agrees to sell to the Authority all (but not less than all) of \$_____ aggregate principal amount of the City of Beaumont Community Facilities District No. 93-1 (Improvement Area No. 10A) 2019 Special Tax Refunding Bonds (the “**Improvement Area No. 10A Special Tax Refunding Bonds**”), at an aggregate purchase price of \$_____ (constituting the aggregate principal amount of the Improvement Area No. 10A Special Tax Refunding Bonds, less a purchase discount of \$_____), and

(v) the Authority hereby agrees to purchase from the District and the District agrees to sell to the Authority all (but not less than all) of \$_____ aggregate principal amount of the City of

Beaumont Community Facilities District No. 93-1 (Improvement Area No. 12A) 2019 Special Tax Refunding Bonds (the “**Improvement Area No. 12A Special Tax Refunding Bonds**”), at an aggregate purchase price of \$_____ (constituting the aggregate principal amount of the Improvement Area No. 12A Special Tax Refunding Bonds, less a purchase discount of \$_____).

The Improvement Area No. 3 Special Tax Refunding Bonds, Improvement Area No. 11 Special Tax Refunding Bonds, Improvement Area No. 9 Special Tax Refunding Bonds, Improvement Area No. 10A Special Tax Refunding Bonds, and Improvement Area No. 12A Special Tax Refunding Bonds are collectively referred to herein as the “Local Obligations.”

Each of the Local Obligations shall be dated the Closing Date and shall have the maturities and bear interest at the rates *per annum* as set forth in Appendices A-2, A-3, A-4, A-5, and A-6 respectively, attached hereto.

Payment for and delivery of the Bonds and the Local Obligations, and the other actions contemplated hereby, shall take place on _____, 2019, or such other date as may be agreed to between the Authority and the Underwriter (the “**Closing Date**”). The agreement of the Underwriter to purchase the Bonds is contingent upon the Authority purchasing from the District all of the Local Obligations and the Authority, the City, and the District satisfying all of their respective obligations hereunder.

2. Authorization and Purpose. The Authority was formed pursuant to Articles 1 through 4 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the California Government Code (the “**JPA Act**”), and is authorized pursuant to Article 4 of the JPA Act (the “**Bond Law**”) to borrow money for the purpose of financing the acquisition of bonds, notes, and other obligations of the District to provide financing or refinancing for public capital improvements of the District. The Bonds shall be substantially in the form described in, and shall be issued and secured under the provisions of, the Indenture. The Bonds shall be described in the Indenture and the Official Statement dated the date hereof relating to the Bonds (which, together with all appendices attached thereto and such amendments or supplements thereto that shall be approved by the Underwriter and the Authority, is hereinafter called the “**Official Statement**”).

The Local Obligations are being issued pursuant to 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**”), a resolution of the City, acting as the legislative body of the District, adopted on _____, 2019 (the “**CFD Authorizing Resolution**”) and five separate Bond Indentures, each dated as of July 1, 2019 (collectively, the “**Local Obligation Bond Indentures**”), each by and between the District and Wilmington Trust, National Association, as trustee (the “**District Trustee**”).

The Improvement Area No. 3 Special Tax Refunding Bonds are being issued by the District to refund the outstanding City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2007 Series A (Improvement Area No. 3) (the “**Prior Improvement Area No. 3 Bonds**”). The Improvement Area No. 3 Special Tax Refunding Bonds are payable from Special Taxes levied on taxable property in Improvement Area No. 3 of the District (“**Improvement Area No. 3**”).

The Improvement Area No. 11 Special Tax Refunding Bonds are being issued by the District to refund the outstanding City of Beaumont Community Facilities District No. 93-1 Special

Tax Bonds, 2007 Series A (Improvement Area No. 11) (the “**Prior Improvement Area No. 11 Bonds**”). The Improvement Area No. 11 Special Tax Refunding Bonds are payable from Special Taxes levied on taxable property in Improvement Area No. 11 of the District (“**Improvement Area No. 11**”).

The Improvement Area No. 9 Special Tax Refunding Bonds are being issued by the District to refund the outstanding City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2007 Series C (Improvement Area No. 9) (the “**Prior Improvement Area No. 9 Bonds**”). The Improvement Area No. 9 Special Tax Refunding Bonds are payable from Special Taxes levied on taxable property in Improvement Area No. 9 of the District (“**Improvement Area No. 9**”).

The Improvement Area No. 10A Special Tax Refunding Bonds are being issued by the District to refund the outstanding City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2007 Series C (Improvement Area No. 10A) (the “**Prior Improvement Area No. 10A Bonds**”). The Improvement Area No. 10A Special Tax Refunding Bonds are payable from Special Taxes levied on taxable property in Improvement Area No. 10A of the District (“**Improvement Area No. 10A**”).

The Improvement Area No. 12A Special Tax Refunding Bonds are being issued by the District to refund the outstanding City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2007 Series C (Improvement Area No. 12A) (the “**Prior Improvement Area No. 12A Bonds**,” and with the Prior Improvement Area No. 3 Bonds, the Prior Improvement Area No. 11 Bonds, the Prior Improvement Area No. 9 Bonds and the Prior Improvement Area No. 10A Bonds, the “**Prior Bonds**”). The Improvement Area No. 12A Special Tax Refunding Bonds are payable from Special Taxes levied on taxable property in Improvement Area No. 12A of the District (“**Improvement Area No. 12A**”).

The refunding of the Prior Improvement Area No. 3 Bonds and the Prior Improvement Area No. 11 Bonds will result in the simultaneous refunding of the Beaumont Financing Authority 2007 Local Agency Revenue Bonds, Series A (2000A Refunding) (the “**Authority 2007A Bonds**”). The refunding of the Prior Improvement Area No. 9 Bonds, the Prior Improvement Area No. 10A Bonds and the Prior Improvement Area No. 12A Bonds will result in the simultaneous refunding of the Beaumont Financing Authority 2007 Local Agency Revenue Bonds, Series C (2003A Refunding) (the “**Authority 2007C Bonds**,” and with the Authority 2007A Bonds, the “**Prior Authority Bonds**”).

Improvement Area No. 3, Improvement Area No. 11, Improvement Area No. 9, Improvement Area No. 10A and Improvement Area No. 12A are collectively referred to as the “**Taxing Jurisdictions**.”

Each of the Local Obligations are payable from the revenues generated by a special tax to be levied on the taxable real property within the related Taxing Jurisdiction (the “**Special Taxes**”) pursuant to the applicable rate and method of apportionment of such Taxing Jurisdiction (together, the “**RMA**s”).

The net proceeds of the Local Obligations will be used to (i) make deposits into five separate escrow funds to be held by Wilmington Trust, National Association, as escrow agent (the “**Escrow Agent**”) pursuant to two separate Escrow Agreements, each dated as of July 1, 2019

(collectively, the “**Escrow Agreements**”) for the purpose of: (A) paying interest on the Prior Bonds through the optional redemption date of September 1, 2019 (the “**Redemption Date**”) for each issue, and (B) redeeming the Prior Bonds on the Redemption Date at the applicable redemption price, with such redemption resulting in the simultaneous redemption of the Prior Authority Bonds; (ii) purchase a municipal bond insurance policy (the “**Policy**”) issued by _____ (the “**Insurer**”) for the purpose of paying the principal of and interest on the Bonds when due; (iii) purchase a reserve policy issued by the Insurer to be credited to the Reserve Fund for the Bonds (the “**Reserve Policy**”); and (iv) pay the costs of issuing the Bonds.

This Purchase Agreement, the Local Obligation Bond Indentures, the Local Obligations, and the Escrow Agreements are collectively referred to herein as the “**CFD Documents**.”

This Purchase Agreement, the Indenture, the Escrow Agreement, the Bonds, and the Continuing Disclosure Agreement, dated as of the Closing Date (the “**Authority Continuing Disclosure Agreement**”), by and between the Authority and WEBB Municipal Finance, LLC, as dissemination agent, are collectively referred to herein as the “**Authority Documents**.”

3. Public Offering. The Underwriter agrees to make a *bona fide* public offering of all the Bonds initially at the public offering prices (or yields) set forth on Appendix A-1 attached hereto and by this reference incorporated herein. Subsequent to the initial public offering, the Underwriter reserves the right to change the public offering prices (or yields) as it deems necessary in connection with the marketing of the Bonds subject to Section 11 herein. The Bonds may be offered and sold to certain dealers at prices lower than such initial public offering prices.

4. Delivery of Official Statement. As soon as practicable, and no later than seven business days after its acceptance hereof, the Authority shall deliver to the Underwriter (i) one copy of the Official Statement, manually executed on behalf of the Authority by an authorized officer, and (ii) such reasonable number of certified or conformed copies of the Official Statement as the undersigned may request in order to comply with Rule 15c2-12 of the Securities and Exchange Commission (“**Rule 15c2-12**”), applicable Municipal Securities Rulemaking Board rules, and other regulatory requirements relating to the issuance and sale of the Bonds.

The Authority and the District hereby authorize the use of the Official Statement in connection with the public offering and sale of the Bonds. The Authority and the District also consent to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement of the Authority, dated _____, 2019, relating to the Bonds (which, together with all appendices thereto, is herein called the “**Preliminary Official Statement**”) in connection with the public offering of the Bonds. The Authority and the District, hereby ratify the use by the Underwriter of the Preliminary Official Statement, the Authority Documents, and any other documents or contracts to which the Authority or the District is a party, including this Purchase Agreement, and all information contained therein, and all other documents, certificates, and statements furnished by the Authority or the District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement, or in connection with the offer and sale of the Bonds by the Underwriter.

Each of the Authority and the District represents that it has deemed the Preliminary Official Statement to be “final” as of its date within the meaning of Rule 15c2-12, except for the omission of no more than the following information: the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, redemption provisions,

and delivery dates, ratings, and any other matters permitted to be omitted under Rule 15c2-12, as evidenced by the execution by the Authority and the District, of certificates substantially in the forms of Appendix J and Appendix K, respectively, hereto. It is an express condition of the offer of the Underwriter made hereby that the Authority and the District deliver the Official Statement, in a form deemed by the Authority and the District, to be final, within seven business days of the date hereof; and the delivery of an Official Statement executed by an authorized representative of the Authority shall conclusively establish that the Authority and the District, deems the document so delivered to be final. A failure of the Authority or the District to comply with the requirements of the preceding sentence shall entitle the Underwriter to rescind its offer hereunder.

5. Authority Representations, Warranties, and Covenants. The Authority represents, warrants, and covenants to the Underwriter and the District that:

(a) Due Organization, Existence, and Authority of Authority. The Authority is a joint exercise of powers authority, duly organized and existing under the Constitution and laws of the State of California (the “State”), including the JPA Act, with full right, power, and authority to (i) enter into the Authority Documents, (ii) adopt, on _____, 2019, a resolution of authorization (the “**Authority Resolution**”) authorizing the issuance of the Bonds and entry into the Authority Documents and the taking of all other actions on the part of the Authority relating thereto (the “**Authority Proceedings**”), (iii) issue, sell, and deliver the Bonds to the Underwriter as provided herein, and (iv) carry out and consummate the transactions on its part contemplated by the Authority Documents, the Authority Resolution, and the Official Statement.

(b) Due Authorization and Approval of Authority. By all necessary official action of the Authority, the Authority has duly authorized and approved the execution and delivery by the Authority of, and the performance by the Authority of the obligations on its part contained in, the Authority Documents, and has approved the use by the Underwriter of the Preliminary Official Statement and the Official Statement and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified, or rescinded. When executed and delivered by the parties thereto, the Bonds and the other Authority Documents will constitute the legally valid and binding obligations of the Authority enforceable against the Authority in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors’ rights generally. To the best of the Authority’s knowledge, the Authority has complied, and will at the Closing be in compliance in all respects, with the terms of the Authority Documents that are applicable to the Authority.

(c) Official Statement Accurate. The information in the Preliminary Official Statement (as of its date) and in the Official Statement (exclusive of information with respect to DTC, the book-entry only system, the City, the District, the CFD Authorizing Resolution, the CFD Proceedings (as defined herein), the CFD Documents described therein, and the RMAs) is, and at all times subsequent to the date of the Official Statement up to and including the Closing Date will be, true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. Prior to and upon delivery of the Bonds and up to and including 25 days after the End of the Underwriting Period (as defined in Section 5(d) below), the Official Statement will be amended and supplemented, at the expense of the Authority or the District, so as to contain no misstatement of any material fact or omission of any statement necessary to make

the statements contained therein, in the light of the circumstances in which such statements were made, not misleading.

(d) Amendments and Supplements to Official Statement. Prior to and upon delivery of the Bonds and up to and including 25 days after the End of the Underwriting Period, the Authority will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter, which consent will not be unreasonably withheld. The Authority will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise materially affecting the use of the Official Statement in connection with the offering, sale, or distribution of the Bonds. As used herein, the term “**End of the Underwriting Period**” means the later of such time as (i) the Bonds are delivered to the Underwriter, or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the End of the Underwriting Period shall be deemed to be the date of the Closing (as defined herein). Any notice delivered pursuant to this provision shall be written notice delivered to the Authority, the City, and the District at or prior to the Closing, and shall specify a date (other than the date of Closing) to be deemed the “End of the Underwriting Period.”

(c) No Breach or Default. As of the time of acceptance hereof and as of the Closing, except as otherwise disclosed in the Official Statement, the Authority is not, and as of the time of the Closing the Authority will not be, in breach of or in default under any applicable constitutional provision, law, or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement, or other instrument to which the Authority is a party or is otherwise subject; and to the Authority’s knowledge, no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default, or event could have an adverse effect on the Authority’s ability to perform its obligations under the Bonds or the Authority Documents; and, as of such times, except as disclosed in the Official Statement, the authorization, execution, and delivery of the Bonds and the other Authority Documents and compliance by the Authority with the provisions of each of such agreements or instruments does not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law, or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement, or other instrument to which the Authority (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties is bound; nor will any such authorization, execution, delivery, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation, or instrument, except as may be provided by the Authority Documents.

(f) No Litigation. At the time of acceptance hereof there is and as of the Closing there will be no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, government agency, public board, or body (collectively and individually, an “**Action**”) pending (notice of which has been served on the Authority) or, to the best knowledge of the Authority, threatened, in which any such Action (i) in any way questions the corporate existence of the Authority or the titles of the officers of the Authority to their respective offices, (ii) affects, contests, or seeks to prohibit, restrain, or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of Revenues or any amounts pledged or to be pledged to pay the principal of

and interest on the Bonds, or in any way contests or affects the validity of the Authority Documents or the consummation of the transactions on the part of the Authority contemplated thereby, (iii) contests the exclusion of the interest on the Bonds from federal or state income taxation or contests the powers of the Authority that may result in any material adverse change relating to the financial condition of the Authority, or (iv) contests the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserts that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and as of the time of acceptance hereof there is and as of the Closing there will be no known basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of this sentence.

(g) Further Cooperation: Blue Sky. The Authority will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter and at the expense of the Underwriter as the Underwriter may reasonably request in order (i) 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, and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Bonds, provided; however, that the Authority will not be required to execute a special or general consent to service of process or qualify as a foreign corporation in connection with any such qualification in any jurisdiction.

(h) Bonds Issued Per Indenture. The Bonds and the other Authority Documents conform as to form and tenor to the descriptions thereof contained in the Official Statement. The Bonds, when issued, executed, and delivered in accordance with the Indenture and sold to the Underwriter as provided herein, will be validly issued and outstanding limited obligations of the Authority, entitled to the benefits of the Indenture. The Indenture creates a valid pledge of the moneys in certain funds and accounts established pursuant to the Indenture, 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.

(i) Consents and Approvals. All authorizations, approvals, licenses, permits, consents, elections, and orders of or filings with any governmental authority, legislative body, board, agency, or commission having jurisdiction in the matters that are required by Closing for the due authorization of, which would constitute a condition precedent to or the absence of which would adversely affect the due performance by the Authority of, its obligations in connection with the Authority Documents have been duly obtained or made and are in full force and effect.

(j) No Other Obligations. Between the date of this Purchase Agreement and the Closing Date, the Authority will not offer or issue any bonds, notes, or other obligations for borrowed money not previously disclosed to the Underwriter.

(k) No Transfer Taxes. The issuance and sale of the Bonds is not subject to any transfer or other documentary stamp taxes of the State or any political subdivision thereof.

(l) No Adverse IRS Listing. The Authority has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the Authority is a bond issuer whose arbitrage certifications may not be relied upon.

(m) Certificates. Any certificate signed by any authorized officer of the Authority and delivered to the Underwriter in connection with the issuance and sale of the Bonds shall be deemed to be a representation and covenant by the Authority to the Underwriter as to the statements made therein.

(n) Covenants and Cooperation. The Authority will faithfully perform and abide by all of its covenants and undertakings contained in the Authority Resolution and the Authority Documents, as the same may be amended from time to time, until such time as the Bonds have been paid in full or moneys have been set aside in an amount sufficient to pay all then outstanding Bonds at maturity or to the date of redemption if redeemed prior to maturity, plus unpaid interest thereon and premium, if any.

(o) Tax-Exempt Status. The Authority shall not take or omit to take, as is appropriate, any action that would adversely affect the exclusion from gross income under federal tax law of the interest on the Bonds or that would cause the Bonds to become arbitrage bonds under Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), and the regulations thereunder.

(p) Bond Proceeds. The Authority will apply the proceeds of the Bonds in accordance with the Indenture and as described Preliminary Official Statement.

(q) Continuing Disclosure. The Authority will undertake, pursuant to the Authority Continuing Disclosure Agreement, to provide annual reports and notices of certain events to certain information repositories. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement. The Authority will promptly prepare and distribute, or cause to be prepared and distributed, all documents or reports as required now or in the future to be prepared and distributed pursuant to the Authority Continuing Disclosure Agreement. Except as disclosed in the Preliminary Official Statement, in the past five years, the Authority has never failed to comply, in any material respects, with any continuing disclosure undertaking previously entered into pursuant to the provisions of Rule 15c2-12.

6. District Representations, Warranties, and Covenants. The District represents, warrants, and covenants to the Authority and the Underwriter that:

(a) Due Organization, Existence, and Authority of the District. The District is a community facilities district duly organized and validly existing under the Act. The District has, and at the Closing Date will have, the requisite legal right, power, and authority (i) to enter into the CFD Documents (ii) to adopt the CFD Authorizing Resolution, and to take all other actions on the part of the District relating thereto (collectively, the “**CFD Proceedings**”), (iii) to levy the Special Taxes, and (iv) to carry out and consummate the transactions on its part contemplated by the CFD Documents, the CFD Authorizing Resolution and the Official Statement.

The Special Taxes have been duly and lawfully authorized and may be levied under the Act and, pursuant to the Act, the Special Taxes constitute a valid and legally binding lien on the properties upon which they have been levied.

(b) Due Authorization and Approval of CFD Documents. By all necessary official action, the City has, as the legislative body of the District, duly authorized and approved the adoption or execution and delivery by the District of, and the performance by the District of the

obligations on each of their respective parts contained in, the CFD Authorizing Resolution and the CFD Documents, and has approved the use by the Underwriter of the Preliminary Official Statement and the Official Statement and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified, or rescinded. When executed and delivered by the parties thereto, the CFD Documents will constitute the legal, valid, and binding obligations of the District enforceable against the District in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors' rights generally. The District has complied, and will at the Closing Date be in compliance in all respects, with the terms of the CFD Authorizing Resolution and the CFD Documents.

(c) Official Statement Accurate. The information with respect to the District, the Taxing Jurisdictions, the Local Obligations, the CFD Authorizing Resolution, the Act, the RMAs, the CFD Proceedings, and the CFD Documents in the Preliminary Official Statement (as of its date) and in the Official Statement is, and at all times subsequent to the date of the Official Statement up to and including the Closing Date will be, true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(d) No Breach or Default. As of the time of acceptance hereof and as of the Closing Date, except as otherwise disclosed in the Official Statement, the District is not, nor will it be, in breach of or in default under any applicable constitutional provision, law, or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement, or other instrument to which the District is a party or is otherwise subject, and no event has occurred and is continuing that, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default, or event could have an adverse effect on the ability of the District to perform its respective obligations under the CFD Authorizing Resolution or the CFD Documents and, as of such times, except as disclosed in the Official Statement, the authorization, execution, and delivery of the CFD Documents and compliance by the District with the provisions of each of such agreements or instruments does not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law, or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement, or other instrument to which the District (or any of their respective officers) is subject, or by which it or any of its properties are bound, nor will any such authorization, execution, delivery, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation, or instrument, except as may be provided by the CFD Authorizing Resolution or the CFD Documents.

(e) No Litigation. At the time of acceptance hereof and as of the Closing Date, there is and will be no Action pending with respect to which the District has been served with process or, to the best knowledge of the District, threatened, in which any such Action (i) questions the creation, organization, existence, authority, or powers of the District or the titles of the officers of the City or the District to their respective offices, (ii) affects, contests, or seeks to prohibit, restrain, or enjoin the issuance, sale, or delivery of any of the Local Obligations, the lien, the levy, or the collection of the Special Taxes, or the payment or collection of any amounts pledged or to be pledged to pay principal of, premium, if any, or interest on the Local Obligations, or in any way contests or

affects the validity of the CFD Authorizing Resolution, or the CFD Documents or the consummation of the transactions on the part of the City or the District contemplated thereby or by the Official Statement, or contests the exclusion of the interest on the Local Obligations from federal or state income taxation, (iii) may result in any material adverse change relating to the financial condition of the City, or (iv) contests the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserts that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and as of the time of acceptance hereof and as of the Closing Date, to the knowledge of the officer of the City executing this Purchase Agreement for the City and on behalf of the District, there is no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of this sentence.

(f) Consents and Approvals. All authorizations, approvals, licenses, permits, consents, elections, and orders of or filings with any governmental authority, legislative body, board, agency, or commission having jurisdiction in the matters that are required by Closing Date that would constitute a condition precedent to or the absence of which would adversely affect the due performance by the City or the District of its obligations in connection with the CFD Authorizing Resolution or the CFD Documents have been duly obtained or made and are in full force and effect.

(g) No Other Obligations. Between the date of this Purchase Agreement and the Closing Date, the District will not offer or issue any bonds, notes, or other obligations for borrowed money not previously disclosed to the Underwriter.

(h) No Transfer Taxes. The issuance and sale of the Local Obligations are not subject to any transfer or other documentary stamp taxes of the State or any political subdivision thereof.

(i) Certificates. Any certificate signed by any authorized officer of the City, on behalf of the District, and delivered to the Underwriter in connection with the issuance and sale of the Bonds or the Local Obligations shall be deemed to be a representation and covenant by the District to the Underwriter as to the statements made therein.

(j) Covenants and Cooperation. The District will faithfully perform and abide by all of its covenants and undertakings contained in the CFD Authorizing Resolution and the CFD Documents, as the same may be amended from time to time, until such time as the Local Obligations have been paid in full or moneys have been set aside in an amount sufficient to pay all then outstanding Local Obligations at maturity or to the date of redemption if redeemed prior to maturity, plus unpaid interest thereon and premium, if any.

(k) Public Debt. Except as disclosed in the Official Statement, to the best of the City's knowledge and without investigation of any kind, no other public debt secured by the Special Taxes or any other tax or assessment levied by the District on the land in the Taxing Jurisdictions is in the process of being authorized and no assessment districts or community facilities districts have been or are in the process of being formed by the City that include any portion of the land within the Taxing Jurisdictions. All outstanding debt and all authorized but unissued debt of the City that is applicable to the property within the Taxing Jurisdictions is accurately described in the Official Statement.

(l) Tax-Exempt Status. The District shall not take or omit to take, as is appropriate, any action that would adversely affect the exclusion from gross income under federal tax law of the interest on the Local Obligations or that would cause the Local Obligations to become arbitrage bonds under Section 148 of the Code and the regulations thereunder.

(m) Local Obligation Proceeds. The District will apply the proceeds of the Local Obligations in accordance with the Local Obligation Bond Indentures and the Escrow Agreements, as applicable.

(n) Continuing Disclosure. In the past five years, except as otherwise disclosed in the Official Statement, neither the City nor the District has ever failed to comply, in any material respects, with any continuing disclosure undertaking previously entered into pursuant to the provisions of Rule 15c2-12.

7. The Closing. At 10:00 a.m., California time, on the Closing Date, or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the Authority and the Underwriter, (i) the Authority will deliver the Bonds in definitive form in New York, New York, or such other place as the Authority and the Underwriter shall mutually agree upon, and (ii) the District will deliver the closing documents hereinafter mentioned at the offices of Stradling Yocca Carlson & Rauth, a Professional Corporation ("**Bond Counsel**"), Newport Beach, California, or another place to be mutually agreed upon by the Authority and the Underwriter. The Underwriter will accept delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof in federal funds payable to the order of the Authority or its designee. These payments and deliveries, together with the delivery of the aforementioned documents, are herein called the "**Closing**." The Bonds will be delivered in such denominations and deposited in the account or accounts specified by the Underwriter pursuant to written notice delivered not later than five business days prior to the Closing. The Bonds will be made available to the Underwriter for inspection and packaging not less than 72 hours prior to the Closing.

8. Closing Conditions. The Underwriter has entered into this Purchase Agreement in reliance upon the representations and covenants herein and the performance by the Authority and the District of their respective obligations hereunder, both as of the date hereof and as of the date of the Closing. The Underwriter's obligations under this Purchase Agreement are and shall be subject to the following additional conditions:

(a) Bring-Down Representations. The representations and covenants of the Authority and the District contained herein shall be true and correct at the date hereof and at the time of the Closing, as if made on the Closing Date.

(b) Executed Agreements and Performance Thereunder. At the time of the Closing, (i) the Authority Documents and the CFD Documents shall be in full force and effect and shall not have been amended, modified, or supplemented except with the written consent of the Underwriter, (ii) there shall be in full force and effect such resolutions, including the Authority Resolution and the CFD Authorizing Resolution (collectively, the "**Resolutions**"), as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions on the part of the Authority, the City, or the District contemplated by the Official Statement, the Authority Documents, and the CFD Documents, (iii) the Authority or the District shall perform or have performed their respective obligations required or specified in the Authority Documents or the CFD Documents, as applicable, to be performed at or prior to Closing, and (iv) the Official Statement shall not have been

supplemented or amended except as otherwise may have been agreed to in writing by the Underwriter.

(c) No Default. At the time of the Closing, no default shall have occurred or be existing under this Purchase Agreement, the Resolutions, the Authority Documents, or the CFD Documents, and none of the Authority and the District shall be in default in the payment of principal or interest on any of its bonded indebtedness which default shall adversely impact the ability of the Authority to make payment on the Bonds or the District to make payments on the Local Obligations.

(d) Closing Documents. At or prior to the Closing, the Underwriter shall have received each of the documents required under Section 9 below.

(e) Termination Events. The Underwriter shall have the right to terminate this Purchase Agreement, without liability therefor, by written notification to the Authority and the District if at any time at or prior to the Closing:

(i) Legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to alter, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the Bonds, or the interest on the Bonds as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions contemplated herein; or

(ii) Legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds 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, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect; or

(iii) Any state Blue Sky or securities commission or other governmental agency or body shall have withheld registration, exemption or clearance of the

offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto; or

(iv) A general suspension of trading in securities on the New York Stock Exchange or any other national securities exchange, the establishment of minimum or maximum prices on any such national securities exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, or any material increase of restrictions now in force (including, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter); or

(v) The declaration of a general banking moratorium by federal, New York or State authorities, or the general suspension of trading by the New York Stock Exchange, any national securities exchange, or any governmental authority securities exchange or a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or

(vi) Establishment of any new restrictions in securities materially affecting the free market for securities of the same nature as the Bonds (including the imposition of any limitations on interest rates) or the charge to the net capital requirements of the Underwriter established by the New York Stock Exchange, the Securities and Exchange Commission, any other Federal or state agency or the Congress of the United States, or by Executive Order; or

(vii) The occurrence of an adverse event in the affairs of the Authority which, in the opinion of the Underwriter, materially impairs the investment quality of the Bonds; or

(viii) 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 Authority, its property, income or securities (or interest thereon), or the Authority to issue the Bonds and pledge the Revenues as contemplated by the Indenture and the Official Statement; or

(ix) There shall have occurred any (1) new material outbreak of hostilities (including, without limitation, an act of terrorism) or (2) new material other national or international calamity or crisis, or any material adverse change in the financial, political or economic conditions affecting the United States, including, but not limited to, an escalation of hostilities that existed prior to the date hereto; or

(x) There shall have occurred since the date of this Purchase Agreement any materially adverse change in the affairs or financial position, results of operations or condition, financial or otherwise, of the Authority, other than changes in the ordinary course of business or activity or in the normal operation of the Authority, except as described in the Official Statement; or

(xi) Any event occurring, or information becoming known which, in the reasonable 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 the light of the circumstances under which they were made, not misleading; or

(xii) Any proceeding shall have been commenced or be threatened in writing by the SEC against the Authority or the suspension by the SEC of trading in the outstanding securities of the Authority; or

(xiii) An Action shall have occurred as set forth in Section 5(f) and Section 6(e) which, in the reasonable professional judgment of the Underwriter, requires the preparation and publication of a supplement or amendment to the Official Statement; or

(xiv) Any rating of the Bonds or other obligations of the Insurer by a national rating agency shall have been withdrawn or downgraded or placed on negative outlook or negative watch; or

(xv) Any rating of the Bonds or other obligations of the Authority by a national rating agency shall have been withdrawn or downgraded or placed on negative outlook or negative watch.

9. Closing Documents. At or prior to the Closing, the Underwriter shall receive the following documents:

(a) Bond Counsel Opinions. With respect to the Bonds, an approving opinion of Bond Counsel, dated the Closing Date and substantially in the form included as Appendix E to the Official Statement, and, with respect to each of the Local Obligations, an approving opinion of Bond Counsel, dated the Closing Date, substantially in the same form as the foregoing opinion, together with a letter or letters from such counsel, dated the Closing Date and addressed to the Underwriter and the Trustee, to the effect that such opinions addressed to the Authority or the District, as applicable, may be relied upon by the Underwriter and the Trustee to the same extent as if they were addressed to the Underwriter and the Trustee;

(b) Supplemental Opinion. One or more supplemental opinions of Bond Counsel, dated the Closing Date and addressed to the Underwriter, in form and substance acceptable to counsel for the Underwriter to the following effect:

(i) the Authority Documents have been duly authorized, executed, and delivered by the Authority and constitute legal, valid, and binding obligations of the Authority enforceable against the Authority in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting enforcement of creditors' rights, or by the application of equitable principles if equitable remedies are sought;

(ii) the CFD Documents have been duly authorized, executed, and delivered by the District, and constitute legal, valid, and binding obligations of the District, enforceable against the District, in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other

laws affecting enforcement of creditor's rights, or by the application of equitable principles if equitable remedies are sought;

(iii) the Bonds conform as to form and tenor to the descriptions thereof contained under the caption "THE BONDS" in the Official Statement, and the statements contained in the Official Statement under the captions "INTRODUCTION," "THE BONDS," "SECURITY FOR THE BONDS," "LEGAL MATTERS – Tax Matters," "APPENDIX B – SUMMARY OF PRINCIPAL DOCUMENTS," and "APPENDIX E – FORM OF BOND COUNSEL OPINION," insofar as such statements purport to summarize certain provisions of the JPA Act, the Bond Law, the Act, the Bonds, the Authority Documents, the Authority Resolution, the Authority Proceedings, the Local Obligations, the CFD Documents, the CFD Authorizing Resolution, the CFD Proceedings, or applicable provisions of the United States Internal Revenue Code of 1986, as amended are accurate in all material respects; and

(iv) none of the Bonds and the Local Obligations are 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;

(c) Defeasance Opinions. With respect to each respective series of Prior Authority Bonds, a defeasance opinion of Bond Counsel, dated the Closing Date, in form and substance acceptable to the Underwriter and its counsel;

(d) Opinion of Counsel to Authority. An opinion of City Attorney, as counsel to the Authority, dated the Closing Date and addressed to the Underwriter, the Trustee and the Authority, substantially in the form of Appendix B hereto;

(e) Opinion of City Attorney. An opinion of the City Attorney, as counsel to the District, dated the Closing Date and addressed to the Underwriter, the Trustee and the Authority, substantially in the form of Appendix C hereto;

(f) Opinion of Counsel to Trustee. One or more opinions of counsel to the Trustee, all dated the Closing Date and addressed to the Underwriter, substantially in the form of Appendix D hereto;

(g) Opinion of Counsel to Escrow Agent. One or more opinions of counsel to the Escrow Agent, all dated the Closing Date and addressed to the Underwriter, substantially in the form of opinion of counsel to the Trustee;

(h) Opinion of Counsel to Underwriter. An opinion of Kutak Rock LLP, Irvine, California, as counsel to the Underwriter ("Underwriter's Counsel"), dated the Closing Date and addressed to the Underwriter, concerning such matters as the Underwriter may request;

(i) Certificates of Authority. (i) A certificate of the Authority, dated the date of the Preliminary Official Statement, signed by a duly authorized representative of the Authority, substantially in the form of Appendix J hereto; and (ii) a certificate of the Authority, dated the

Closing Date, signed by a duly authorized representative of the Authority, substantially in the form of Appendix E hereto;

(j) Certificates of District. (i) A certificate of the District, dated the date of the Preliminary Official Statement, signed by a duly authorized representative of the District, substantially in the form of Appendix K hereto; and (ii) a certificate of the District, dated the Closing Date, signed by a duly authorized representative of the District, substantially in the form of Appendix F hereto;

(k) Closing Certificate of the Trustee. A certificate of the Trustee, dated the Closing Date, substantially in the form of Appendix G hereto;

(l) Closing Certificate of the Escrow Agent. A certificate of the Escrow Agent, dated the Closing Date, substantially in the form of the certificate of the Trustee;

(m) Closing Certificate of Special Tax Consultant. A certificate of Webb Municipal Finance, LLC, as Special Tax Consultant (the "**Special Tax Consultant**"), dated the Closing Date, substantially in the form of Appendix H hereto;

(n) Closing Certificate of Municipal Advisor. A certificate of the Municipal Advisor, dated the Closing Date, substantially in the form of Appendix I hereto;

(o) Negative Assurance Letter of Disclosure Counsel to Authority. A letter from Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, as disclosure counsel to the Authority, dated the Closing Date and addressed to the Underwriter, in form and substance acceptable to counsel for the Underwriter to the effect that, without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, but on the basis of their participation in conferences with representatives of the Authority, the District, the Special Tax Consultant and others, and their examination of certain documents, nothing has come to their attention which has led them to believe that the Official Statement as of its date and as of the Closing Date contained or contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that no opinion or belief need be expressed as to any financial statements or other financial, statistical or engineering data or forecasts, numbers, charts, estimates, projections, assumptions, or expressions of opinion, any information about valuation, appraisals, absorption, archeological or environmental matters, or any information with respect to the City, or about DTC or the book-entry-only system);

(p) CDIAC Statements. A copy of the filings made for the Bonds and each series of Local Obligations with the California Debt and Investment Advisory Commission in accordance with Sections 8855 and 53583, as applicable, of the California Government Code;

(q) Tax Certificates. A tax certificate for the Bonds and, as applicable, each series of Local Obligations, dated the Closing Date and prepared by Bond Counsel, executed by the Authority and the District and satisfactory to the Underwriter;

(r) Authority and CFD Documents. Fully executed copies of each of the Authority Documents and the CFD Documents;

(s) Official Statement. One copy of the Official Statement manually executed on behalf of the Authority by an authorized officer, and such reasonable number of certified or conformed copies of the foregoing as the Underwriter may request in order to comply with Rule 15c2-12, applicable Municipal Securities Rulemaking Board rules, and other regulatory requirements relating to the issuance and sale of the Bonds;

(t) Authority Resolutions. Copies certified by the Secretary of the Authority of each Resolution of the Authority relating to the Authority Documents, the transactions contemplated thereby, or the issuance of the Bonds and the Local Obligations;

(u) District Resolutions. Copies certified by the City Clerk of the City of each Resolution of the City or the District relating to the CFD Documents, the transactions contemplated thereby, or the issuance of the Bonds and the Local Obligations;

(v) Form 8038-G. Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing in connection with the Bonds and each series of Local Obligations;

(w) Verification Letters. One or more letters addressed to the Authority, the City, and the District, dated on or before the Closing Date, from Causey, Demgen & Moore, P.C. (the “**Verification Agent**”), verifying the accuracy of (i) the mathematical computations concerning the adequacy of the maturing principal amounts of the government obligations, together with other moneys, if any, to be deposited with the Escrow Agent in each escrow account created under each of the Escrow Agreements to pay when due pursuant to the stated maturity or call for redemption the principal of and interest and premium with respect to the applicable series of Prior Authority Bonds and Prior Bonds, and (ii) the mathematical computations of the yield on each series of Local Obligations and the yield on the government obligations purchased with a portion of the proceeds of the sale of such Local Obligations and used in part by Bond Counsel in concluding that interest on such Local Obligations is excludable from gross income for federal income tax purposes under presently existing law, regulations, decisions, and official interpretations, including the “arbitrage” regulations promulgated and proposed under Section 148(a) of the Internal Revenue Code of 1986, as amended, or any successor thereto;

(x) Additional Documents. Such additional legal opinions, certificates, instruments, and other documents as the Underwriter or its counsel may reasonably deem necessary; and

(y) Transcripts. Two (2) transcripts containing the documents listed in this Section, together with any other documents relating to the authorization and issuance of the Bonds.

If the Authority or the City shall be unable to satisfy the conditions contained in this Purchase Agreement, or if the obligations of the Underwriter shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and none of the Underwriter, the Authority, or the City shall be under further obligation hereunder, except as further set forth in Section 10 hereof.

10. Costs and Expenses.

(a) The Underwriter shall be under no obligation to pay, and the Authority or the District shall pay or cause to be paid from any legally available funds, the following expenses incident to the issuance of the Bonds and performance of the obligations of the Authority and the District hereunder: (i) the costs of the preparation and printing of the Bonds and the Local Obligations; (ii) the fees and disbursements of Bond Counsel; (iii) the cost of preparation, printing, and mailing of the Preliminary Official Statement and Official Statement and any supplements and amendments thereto, including a reasonable number of copies thereof for distribution by the Underwriter; and (v) the fees and disbursements of accountants, advisers, and any other experts or consultants retained by the Authority or the District, including the fees and expenses of Trustee and the Escrow Agent and their respective counsels, the Municipal Advisor, the Special Tax Consultant and the Verification Agent.

(b) The Underwriter shall pay the following expenses: (i) all advertising expenses in connection with the public offering of the Bonds; (ii) the CDIA fee; (iii) the CUSIP Bureau fee; (iv) the fees and disbursements of Underwriter's Counsel; and (v) all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds, except as noted in Section 10(a) above. Any meals in connection with or adjacent to meetings, rating agency presentations, pricing activities or other transaction-related activities shall be considered an expense of the transaction and included in the expense component of the Underwriter's discount.

11. Issue Price.

A. The Underwriter agrees to assist the Authority in establishing the issue price of the Bonds and shall execute and deliver to the Authority at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix L, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Authority and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

B. Except as otherwise set forth in Appendix A-1 attached hereto, the Authority will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the Authority the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Authority the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Authority or Bond Counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

C. The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Appendix A-1 attached hereto, except as

otherwise set forth therein. Appendix A-1 also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the Underwriter represents that (i) the 10% test has been satisfied (assuming orders are confirmed by the close of the business day immediately following the date of this Purchase Agreement) and (ii) the 10% test has not been satisfied and for which the Authority and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Authority to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- a. the close of the fifth (5th) business day after the sale date; or
- b. the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Authority promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

D. The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be reasonable periodic intervals or otherwise upon request of the Underwriter and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution

agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

E. The Authority acknowledges that, in making the representation set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Authority 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 third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

F. The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

- a. “public” means any person other than an underwriter or a related party;
- b. “underwriter” means (A) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);
- c. a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

d. "sale date" means the date of execution of this Purchase Agreement by all parties.

12. Notices. Any notice or other communication to be given to the Authority, the City, or the District under this Purchase Agreement may be given by delivering the same in writing to such entities at 550 East 6th Street, Beaumont, California 92223, Attention: Executive Director. Any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Stifel, Nicolaus & Company, Incorporated 515 South Figueroa Street, Suite 1800, Los Angeles CA 90071; Attention: Public Finance.

13. Entire Agreement. This Agreement is made solely for the benefit of the Authority, the District, and the Underwriter (including their respective successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the representations, warranties, and agreements of the Authority and the District contained in this Purchase Agreement shall remain operative and in full force and effect regardless of (i) any investigations made by or on behalf of the Underwriter, or (ii) delivery of any payment for the Bonds pursuant to this Purchase Agreement. The agreements contained in this Section and in Section 13 shall survive any termination of this Purchase Agreement.

14. Survival of Representations and Warranties. All representations and warranties of the parties made in, pursuant to, or in connection with this Purchase Agreement shall survive the execution and delivery of this Purchase Agreement, notwithstanding any investigation by the parties. All statements contained in any certificate, instrument, or other writing delivered by a party to this Purchase Agreement or in connection with the transactions contemplated by this Purchase Agreement constitute representations and warranties by such party under this Purchase Agreement.

15. No Assignment. The rights and obligations created by this Purchase Agreement shall not be subject to assignment by the Underwriter, the Authority, the City, or the District without the prior written consent of the other parties hereto.

16. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

17. Governing Law. The validity, interpretation and performance of this Purchase Agreement shall be governed by the laws of the State of California.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

18. Counterparts. This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

STIFEL, NICOLAUS & COMPANY, INCORPORATED

By: _____
Authorized Representative

The foregoing is hereby agreed to and accepted as of the date first above written:

BEAUMONT PUBLIC IMPROVEMENT AUTHORITY

By: _____
Authorized Officer

Time of Execution: _____ p.m. California time

**CITY OF BEAUMONT COMMUNITY FACILITIES
DISTRICT NO. 93-1**

By: _____
Authorized Officer

Time of Execution: _____ p.m. California time

APPENDIX A-1

\$ _____
BEAUMONT PUBLIC IMPROVEMENT AUTHORITY
LOCAL AGENCY REFUNDING BONDS
SERIES 2019A

Maturity (September 1)	Principal Amount	Interest Rate	Yield	Price	10% Test Satisfied*	10% Test Not Satisfied	Subject to Hold-The- Offering- Price Rule
2019							
2020							
2021							
2022							
2023							
2023							
2024							
2025							
2026							
2027							
2028							
2029							
2030							
2031							
2032							
2033							
2034							
2035							
2036							
2037							
2038							
20__ ⁽¹⁾							

⁽¹⁾ Term Bond.

⁽¹⁾ Insured Bond.

^(C) Priced to optional call at [par] on September 1, 20__.

* At the time of execution of this Purchase Agreement and assuming orders are confirmed by the close of the business day immediately following the date of this Purchase Agreement.

APPENDIX A-2

**City of Beaumont Community Facilities District No. 93-1 (Improvement Area No. 3) 2019
Special Tax Refunding Bonds**

<u>Maturity</u> <u>(September 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>
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APPENDIX A-3

**City of Beaumont Community Facilities District No. 93-1 (Improvement Area No. 11) 2019
Special Tax Refunding Bonds**

<u>Maturity</u> <u>(September 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>
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APPENDIX A-4

**City of Beaumont Community Facilities District No. 93-1 (Improvement Area No. 9) 2019
Special Tax Refunding Bonds**

<u>Maturity (September 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>
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Appendix A-5

**City of Beaumont Community Facilities District No. 93-1 (Improvement Area No. 10A) 2019
Special Tax Refunding Bonds**

<u>Maturity (September 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>
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Appendix A-6

**City of Beaumont Community Facilities District No. 93-1 (Improvement Area No. 12A) 2019
Special Tax Refunding Bonds**

<u>Maturity</u> <u>(September 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>
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APPENDIX B

FORM OF OPINION OF COUNSEL TO AUTHORITY

[LETTERHEAD OF COUNSEL TO AUTHORITY]

Stifel, Nicolaus & Company, Incorporated
Los Angeles, California

Wilmington Trust, National Association
Costa Mesa, California

Beaumont Public Improvement Authority
Beaumont, California

Re: Beaumont Public Improvement Authority
Local Agency Refunding Bonds, Series 2019A

City of Beaumont Community Facilities District No. 93-1 (Improvement Area No. 3)
2019 Special Tax Refunding Bonds

City of Beaumont Community Facilities District No. 93-1 (Improvement Area No.
11) 2019 Special Tax Refunding Bonds

City of Beaumont Community Facilities District No. 93-1 (Improvement Area No. 9)
2019 Special Tax Refunding Bonds

City of Beaumont Community Facilities District No. 93-1 (Improvement Area No.
10A) 2019 Special Tax Refunding Bonds

City of Beaumont Community Facilities District No. 93-1 (Improvement Area No.
12A) 2019 Special Tax Refunding Bonds

Ladies and Gentlemen:

We have acted as general counsel to the Beaumont Public Improvement Authority (the "Authority") in connection with the issuance by the Authority of its Local Agency Refunding Bonds, Series 2019A (the "Bonds"). This opinion is provided pursuant to Section 9(d) of that certain Bond Purchase Agreement, dated __ ____, 2019 (the "Purchase Agreement"), by and among the Authority, City of Beaumont Community Facilities District No. 93-1 (the "District"), and Stifel, Nicolaus & Company, Incorporated, as underwriter. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement.

1. The Authority is duly organized and validly existing as a joint powers authority under the laws of the State of California, with full legal power and authority to enter into the Authority Documents and to carry out the transactions contemplated under the Authority Documents.

2. The Authority Resolution was duly adopted at a meeting of the Board of Directors of the Authority, which meeting 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 and the Authority Resolution is in full force and effect and has not been modified, amended, or rescinded as of the date hereof.

3. The Authority has full right and lawful authority to execute and deliver the Authority Documents and the Official Statement; the Authority Documents and the Official Statement have been duly authorized, executed, and delivered by the Authority and the Authority Documents are legal, valid, and binding obligations of the Authority, 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.

4. The execution and delivery of the Authority Documents and the Official Statement and compliance by the Authority 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 Authority a breach of or default under any agreement or other instrument applicable to or binding upon the Authority, or any existing law, regulation, court order, or consent decree to which the Authority is subject.

5. The Official Statement has been duly authorized by the Board of Directors of the Authority and executed on its behalf by an authorized officer of the Authority.

6. 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 Authority has been served with process or, to our knowledge, threatened, wherein an unfavorable decision, ruling, or finding would: (a) affect the creation, organization, existence, or powers of the Authority, or the titles of its members and officers to their respective offices; (b) enjoin or restrain the issuance, sale, and delivery of the Bonds, the collection of the Revenues or the pledge thereof; (c) in any way question or affect any of the rights, powers, duties, or obligations of the Authority with respect to the Revenues or the moneys and assets pledged or to be pledged to pay the principal of, premium, if any, or interest on the Bonds; (d) in any way question or affect any authority for the issuance of the Bonds or the validity or enforceability of the Bonds; or (e) in any way question or affect the Authority Documents or the transactions contemplated by the Authority Documents, the Official Statement, or any activity regarding the Bonds.

Very truly yours,

APPENDIX C

FORM OF OPINION OF CITY ATTORNEY

[LETTERHEAD OF CITY ATTORNEY]

[Closing Date]

Stifel, Nicolaus & Company, Incorporated
Los Angeles, California

Wilmington Trust, National Association
Costa Mesa, California

Beaumont Public Improvement Authority
Beaumont, California

Re: Beaumont Public Improvement Authority
Local Agency Refunding Bonds, Series 2019A

City of Beaumont Community Facilities District No. 93-1 (Improvement Area No. 3)
2019 Special Tax Refunding Bonds

City of Beaumont Community Facilities District No. 93-1 (Improvement Area No.
11) 2019 Special Tax Refunding Bonds

City of Beaumont Community Facilities District No. 93-1 (Improvement Area No. 9)
2019 Special Tax Refunding Bonds

City of Beaumont Community Facilities District No. 93-1 (Improvement Area No.
10A) 2019 Special Tax Refunding Bonds

City of Beaumont Community Facilities District No. 93-1 (Improvement Area No.
12A) 2019 Special Tax Refunding Bonds

Ladies and Gentlemen:

I am City Attorney for the City of Beaumont, California (the "City") and have acted in such capacity on behalf of City of Beaumont Community Facilities District No. 93-1 (the "District") in connection with (i) the issuance by the Beaumont Public Improvement Authority (the "Authority") of its Local Agency Refunding Bonds, Series 2019A, and (ii) the issuance by the District of its 2019 Special Tax Refunding Bonds captioned above (collectively, the "Local Obligations"). This opinion is provided pursuant to Section 9(c) of that certain Bond Purchase Agreement, dated [BPA Date] (the "Purchase Agreement"), by and among the Authority, the District, and Stifel, Nicolaus & Company, Incorporated, as underwriter. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement.

1. The District is duly organized and validly existing as a community facilities district under and by virtue of the laws of the State of California, with full legal power and authority to enter into the CFD Documents and to carry out the transactions contemplated under the CFD Documents.

2. The resolutions adopted by the City Council of the City (the "City Council") approving the execution and delivery of the Local Obligations and the CFD Documents, were duly adopted at meetings of the City Council, which were called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout; and such resolutions are in full force and effect and have not been modified, amended, or rescinded as of the date hereof.

3. The Special Tax levied by District for each Taxing Jurisdiction constitutes a valid and legally binding lien on the properties upon which it has been levied.

4. The District has full right and lawful authority to execute and deliver the CFD Documents; the CFD Documents have been duly authorized, executed, and delivered by the District and the CFD Documents are legal, valid, and binding obligations of the District, 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.

5. The execution and delivery of the CFD Documents and compliance by the District with the provisions thereof, under the circumstances contemplated thereby, does not and will not in any material respect conflict with or constitute on the part of the District a breach of or default under any agreement or other instrument applicable to or binding upon the District, or any existing law, regulation, court order, or consent decree to which the District is subject.

6. 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 District has been served with process or, to my knowledge, threatened, wherein an unfavorable decision, ruling, or finding would: (a) affect the creation, organization, existence, or powers of the District, or the titles of their respective officers or the City Council members to their respective offices; (b) enjoin or restrain the issuance, sale, and delivery of the Local Obligations, the lien, the levy, and the collection of the Special Taxes, or the pledge thereof; (c) in any way question or affect any of the rights, powers, duties, or obligations of the District with respect to the Special Taxes or the moneys and assets pledged or to be pledged to pay the principal of, premium, if any, or interest on the Local Obligations; (d) in any way question or affect any authority for the issuance of the Local Obligations, the validity or enforceability of the Local Obligations, or the CFD Documents; or (e) in any way question or affect the transactions contemplated by the CFD Documents or the Official Statement.

7. Without having undertaken to determine independently the accuracy, completeness, or fairness of the information in the Official Statement with respect to the City, the District, the Act, the CFD Authorizing Resolution, the CFD Proceedings, the RMAs, the Prior Bonds, the Local Obligations, the Local Obligation Bond Indentures, and the Escrow Agreements, nothing has come to my attention as of the date of the Closing that would lead me to believe that such information (excluding therefrom any financial or statistical data and forecasts included therein, as to which no opinion is expressed) contains any untrue statement of a material fact or omits to state a material fact

necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Respectfully submitted,

APPENDIX D

FORM OF OPINION OF COUNSEL TO THE TRUSTEE

[LETTERHEAD OF TRUSTEE'S COUNSEL]

[Closing Date]

Stifel, Nicolaus & Company, Incorporated
Los Angeles, California

Beaumont Public Improvement Authority
Beaumont, California

Re: Beaumont Public Improvement Authority
Local Agency Refunding Bonds, Series 2019A

Ladies and Gentlemen:

I am a counsel to Wilmington Trust, National Association ("Wilmington Trust") and I am delivering this opinion in connection with the execution and delivery of that certain (i) Indenture of Trust dated as of July 1, 2019, by and between the Beaumont Public Improvement Authority and Wilmington Trust, as trustee, and (ii) five separate Bond Indentures, each dated as of July 1, 2019, by and between the City of Beaumont Community Facilities District No. 93-1 and Wilmington Trust, as trustee (collectively, the "Agreements"). All capitalized terms used herein not otherwise defined shall be as defined in the Agreements.

In rendering the opinions set forth below, I have examined the originals, or copies certified to my satisfaction, of such agreements (including, without limitation, the Agreements), certificates and other statements of government officials and corporate officers of Wilmington Trust, documents and other papers as I deemed relevant and necessary as a basis for such opinion and have relied as to factual matters on representations, warranties and other statements therein. With respect to parties other than Wilmington Trust, in such examination, I have assumed the authenticity of all documents submitted to me as originals, the genuineness of all signatures, the legal capacity of natural persons and the conformity to the originals of all documents submitted to me as copies. In my examination of documents (including, without limitation, the Agreements) executed by parties other than Wilmington Trust, I have also assumed that, if the opinions set forth in paragraphs (1) through (4) below referred to such parties and such documents, such opinions would be true and correct with respect to such parties and such documents.

The opinions expressed herein are limited to the laws of the State of California and the Federal law of the United States, and I do not express any opinion herein concerning any other law.

Based upon the foregoing, I am of the opinion that:

(1) Wilmington Trust is a national banking association duly organized and validly existing under the laws of the jurisdiction of its organization and has the corporate power to execute and deliver the Agreements and any other documentation relating to the Agreements, and to perform its obligations under the Agreements.

(2) The execution and delivery by Wilmington Trust of the Agreements and any other documentation relating to the Agreements, and its performance of its obligations under the Agreements, have been and are as of the date hereof duly authorized by all necessary corporate action.

(3) No approval, authorization or other action by, or filing with, any governmental body or regulatory authority (which has not been obtained) is required in connection with the due execution, delivery and performance by Wilmington Trust of the Agreements.

(4) The Agreements have been duly executed and delivered and constitute the valid and legally binding obligations of Wilmington Trust enforceable against it in accordance with their terms except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought as a proceeding in equity or at law).

Respectfully submitted,

APPENDIX E

**BEAUMONT PUBLIC IMPROVEMENT AUTHORITY
LOCAL AGENCY REFUNDING BONDS
SERIES 2019A**

CLOSING CERTIFICATE OF AUTHORITY

The undersigned, _____, Executive Director of the Beaumont Public Improvement Authority (the "Authority"), hereby certifies the following in connection with the issuance and sale of the Bonds and the Local Obligations:

1. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Bond Purchase Agreement, dated [BPA Date] (the "Purchase Agreement"), by and among the Authority, City of Beaumont Community Facilities District No. 93-1 (the "District"), and Stifel, Nicolaus & Company, Incorporated, as underwriter for the Bonds.

2. The representations and warranties of the Authority contained in the Purchase Agreement are true and correct in all material respects on and as of the Closing Date as if made on the Closing Date.

3. The Authority Proceedings are in full force and effect and have not been amended, modified, or supplemented.

4. The Authority has complied with all agreements and covenants, and satisfied all conditions, on its part to be complied with or satisfied under the Purchase Agreement at or prior to the Closing.

5. Nothing has come to the attention of the Authority that would lead it to believe that the information in the Official Statement (exclusive of information with respect to DTC, the book-entry only system, the City, the District, the CFD Authorizing Resolution, the CFD Proceedings, the Prior Bonds, the Local Obligations, the RMAs, the Local Obligation Bond Indentures, and the Escrow Agreements) contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstance under which they were made, not misleading.

6. No authorization, approval, consent, or other order of any governmental entity or regulatory authority having jurisdiction over the activities of the Authority that has not been obtained is or will be required for the valid authorization, execution, and delivery of the Authority Documents or the issuance of the Bonds by the Authority or the performance by the Authority of its obligations under the Authority Documents.

Dated: [Closing Date]

BEAUMONT PUBLIC IMPROVEMENT
AUTHORITY

By: _____

APPENDIX F

**BEAUMONT PUBLIC IMPROVEMENT AUTHORITY
LOCAL AGENCY REFUNDING BONDS
SERIES 2019A**

CLOSING CERTIFICATE OF THE DISTRICT

The undersigned, on behalf of the City of Beaumont Community Facilities District No. 93-1 (the "District"), hereby makes the following certifications pursuant to Section 9(j) of the Bond Purchase Agreement, dated [BPA Date] (the "Purchase Agreement"), by and among Beaumont Public Improvement Authority, the District, and Stifel, Nicolaus & Company, Incorporated, as underwriter. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement.

1. I am a duly authorized officer of the City and as such I am familiar with the facts herein certified and authorized and qualified to certify the same.

2. The representations and warranties of the District contained in the Purchase Agreement are true and correct in all material respects on and as of the Closing Date as if made on the Closing Date.

3. The District has complied with all agreements and covenants, and satisfied all conditions, on its part to be complied with or satisfied under the Purchase Agreement at or prior to the Closing.

4. The CFD Proceedings are in full force and effect and have not been amended, modified, or supplemented.

5. The District has complied with all agreements and covenants, and satisfied all conditions, on its part to be complied with or satisfied under the Purchase Agreement at or prior to the Closing.

6. With respect to the discussion in the Official Statement, insofar as such discussion purports to summarize information concerning the City, the District, the Taxing Jurisdictions, the Act, the Local Obligations, the CFD Proceedings, the CFD Authorizing Resolution, the Prior Bonds, and the CFD Documents, nothing has come to the attention of the District that would leave it to believe that such discussion contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

7. No authorization, approval, consent, or other order of any governmental entity or regulatory authority having jurisdiction over the activities of the City or the District that has not been obtained is or will be required for the valid authorization, execution, and delivery of the CFD Documents by the District, the issuance of the Local Obligations, or the performance by the District, of its respective obligations under the CFD Documents.

Dated: [Closing Date]

City of Beaumont Community Facilities District
No. 93-1

By: _____

APPENDIX G

**BEAUMONT PUBLIC IMPROVEMENT AUTHORITY
LOCAL AGENCY REFUNDING BONDS
SERIES 2019A**

**CLOSING CERTIFICATE OF
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**

The undersigned, on behalf of and Wilmington Trust, National Association (“Wilmington Trust”), as Trustee under the Indenture and the Local Obligation Bond Indentures, hereby makes the following certifications pursuant to Section 9(k) of the Bond Purchase Agreement, dated [BPA Date] (the “Purchase Agreement”), by and among the Authority, the District, and Stifel, Nicolaus & Company, Incorporated, as underwriter. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement.

1. I am a duly authorized officer of Wilmington Trust and as such I am familiar with the facts herein certified and authorized and qualified to certify the same.

2. Wilmington Trust has been duly organized and is validly existing and in good standing as a national banking association under the laws of the United States, with full corporate power to undertake its obligations under each of the Indenture and the Local Obligation Bond Indentures (collectively, the “Agreements”).

3. Wilmington Trust has duly authorized, executed, and delivered each of the Agreements and by all proper corporate action has authorized the acceptance of its respective obligations thereunder.

4. The Bonds have been validly authenticated and delivered by Wilmington Trust in accordance with the terms of the Indenture, and each series of the Local Obligations have been validly authenticated and delivered by Wilmington Trust in accordance with the terms of the respective Local Obligation Bond Indentures.

5. Pursuant to the Indenture, Wilmington Trust will apply the proceeds from the Bonds to the purposes specified in the Indenture.

6. Pursuant to the respective Local Obligation Bond Indentures, Wilmington Trust will apply the proceeds from the Local Obligations to the purposes specified in the respective Local Obligation Bond Indentures.

7. No authorization, approval, consent, or other order of any governmental entity or regulatory authority having jurisdiction over the banking and trust activities of Wilmington Trust that has not been obtained is or will be required for the valid authorization, execution, and delivery of the Agreements by Wilmington Trust or the performance by Wilmington Trust of its obligations under the Agreements.

8. To Wilmington Trust’s knowledge, the execution and delivery by Wilmington Trust of the Agreements, and compliance with the respective provisions thereof, will not conflict with or

constitute a breach of or default under, Wilmington Trust's duties or obligations under any law, administrative regulation, court decree, resolution, articles of association, bylaws, material agreement, or material instrument applicable to or binding upon Wilmington Trust.

9. Wilmington Trust is duly authorized to accept the obligations created by the Agreements and to authenticate the Bonds pursuant to the terms of the Indenture and each series of the Local Obligations pursuant to the terms of the respective Local Obligation Bond Indentures, and Wilmington Trust has authenticated and delivered the Bonds in accordance with the terms of the Indenture and the Local Obligations in accordance with the terms of the respective Local Obligation Bond Indentures.

Dated: [Closing Date]

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as trustee and fiscal agent

By: _____
Authorized Signatory

APPENDIX H

**BEAUMONT PUBLIC IMPROVEMENT AUTHORITY
LOCAL AGENCY REFUNDING BONDS
SERIES 2019A**

CLOSING CERTIFICATE OF SPECIAL TAX CONSULTANT

The undersigned, on behalf of Webb Municipal Finance, LLC (the “Special Tax Consultant”), hereby makes the following certifications pursuant to Section 9(m) of the Bond Purchase Agreement, dated [BPA Date] (the “Purchase Agreement”), by and among the Beaumont Public Improvement Authority, City of Beaumont Community Facilities District No. 93-1 (the “District”), and Stifel, Nicolaus & Company, Incorporated, as underwriter. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement or the Official Statement related to the above-captioned bonds (the “Bonds”).

1. The undersigned is an authorized representative of the Special Tax Consultant and as such is familiar with the facts herein certified and is authorized and qualified to certify the same.

2. The Special Tax Consultant assisted the District in the administration of the RMAs, each as set forth in Appendix D to the Official Statement for the Bonds.

3. If the Improvement Area No. 3 Special Tax is levied and collected against the property within Improvement Area No. 3 in accordance with the Improvement Area No. 3 Rate and Method of Apportionment, such Improvement Area No. 3 Special Tax will annually yield sufficient revenue to make timely payments of the principal of and interest on the Improvement Area No. 3 Special Tax Refunding Bonds and to pay annual administrative expenses of the District related to the levy and collection of the Improvement Area No. 3 Special Tax.

4. If the Improvement Area No. 11 Special Tax is levied and collected against the property within Improvement Area No. 11 in accordance with the Improvement Area No. 11 Rate and Method of Apportionment, such Improvement Area No. 11 Special Tax will annually yield sufficient revenue to make timely payments of the principal of and interest on the Improvement Area No. 11 Special Tax Refunding Bonds and to pay annual administrative expenses of the District related to the levy and collection of the Improvement Area No. 11 Special Tax.

5. If the Improvement Area No. 9 Special Tax is levied and collected against the property within Improvement Area No. 9 in accordance with the Improvement Area No. 9 Rate and Method of Apportionment, such Improvement Area No. 9 Special Tax will annually yield sufficient revenue to make timely payments of the principal of and interest on the Improvement Area No. 9 Special Tax Refunding Bonds and to pay annual administrative expenses of the District related to the levy and collection of the Improvement Area No. 9 Special Tax.

6. If the Improvement Area No. 10A Special Tax is levied and collected against the property within Improvement Area No. 10A in accordance with the Improvement Area No. 10A Rate and Method of Apportionment, such Improvement Area No. 10A Special Tax will annually yield sufficient revenue to make timely payments of the principal of and interest on the Improvement Area No. 10A Special Tax Refunding Bonds and to pay annual administrative expenses of the District related to the levy and collection of the Improvement Area No. 10A Special Tax.

7. If the Improvement Area No. 12A Special Tax is levied and collected against the property within Improvement Area No. 12A in accordance with the Improvement Area No. 12A Rate and Method of Apportionment, such Improvement Area No. 12A Special Tax will annually yield sufficient revenue to make timely payments of the principal of and interest on the Improvement Area No. 12A Special Tax Refunding Bonds and to pay annual administrative expenses of the District related to the levy and collection of the Improvement Area No. 12A Special Tax.

8. All information supplied by the Special Tax Consultant for use in the Official Statement, including without limitation, the information in Appendix D is true and correct in all material respects, and, as of the date of the Official Statement and as of the date hereof, the information contained in the Official Statement relating to the District, the Special Taxes, the RMAs, and any other data or information provided by the Special Tax Consultant and included in the Official Statement, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

Dated: [Closing Date]

WEBB MUNICIPAL FINANCE, LLC

By: _____
Authorized Signatory

APPENDIX I

**BEAUMONT PUBLIC IMPROVEMENT AUTHORITY
LOCAL AGENCY REFUNDING BONDS
SERIES 2019A**

CLOSING CERTIFICATE OF MUNICIPAL ADVISOR

The undersigned, on behalf of Urban Futures, Inc. (the "Municipal Advisor"), hereby makes the following certifications pursuant to Section 9(n) the Bond Purchase Agreement, dated [BPA Date] (the "Purchase Agreement"), by and among the Beaumont Public Improvement Authority, the City of Beaumont Community Facilities District No. 93-1 (the "District"), and Stifel, Nicolaus & Company, Incorporated, as underwriter. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement.

1. The undersigned is an authorized officer of the Municipal Advisor, which acted as municipal advisor to the Authority and the City in connection with the issuance and sale of the Bonds and the Local Obligations, and as such is familiar with the facts herein certified and authorized and qualified to certify the same.

2. To the best of my knowledge, the Official Statement for the Bonds does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Dated: [Closing Date]

URBAN FUTURES, INC.

By: _____
Authorized Signatory

APPENDIX J

**BEAUMONT PUBLIC IMPROVEMENT AUTHORITY
LOCAL AGENCY REFUNDING BONDS
SERIES 2019A**

**CERTIFICATE OF AUTHORITY REGARDING
PRELIMINARY OFFICIAL STATEMENT**

The undersigned hereby certifies and represents that he/she is the _____ of the Beaumont Public Improvement Authority (the "Authority"), and as such is duly authorized to execute and deliver this Certificate and further certifies and reconfirms on behalf of the Authority as follows:

1. This Certificate is delivered in connection with the offering and sale of the Beaumont Public Improvement Authority Local Agency Refunding Bonds, Series 2019A (the "Bonds"), in order to enable the underwriter of the Bonds to comply with Rule 15c2-12, promulgated under the Securities Exchange Act of 1934 (the "Rule 15c2-12").

2. In connection with the offering and sale of the Bonds there has been prepared a Preliminary Official Statement, dated [POS Date], setting forth information concerning the Authority, the Bonds, City of Beaumont Community Facilities District No. 93-1, and other matters (the "Preliminary Official Statement").

3. As used herein, "Permitted Omissions" shall mean the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, redemption provisions, delivery dates, ratings, and other terms of the Bonds depending on such matters, all with respect to the Bonds, and any other matters permitted under Rule 15c2-12.

4. The Preliminary Official Statement is, except for the Permitted Omissions, deemed final as of its date within the meaning of Rule 15c2-12.

Dated: [POS Date]

**BEAUMONT PUBLIC IMPROVEMENT
AUTHORITY**

By: _____

APPENDIX K

**BEAUMONT PUBLIC IMPROVEMENT AUTHORITY
LOCAL AGENCY REFUNDING BONDS
SERIES 2019A**

**CERTIFICATE OF CITY REGARDING
PRELIMINARY OFFICIAL STATEMENT**

The undersigned hereby certifies and represents that he/she is the _____ of the City of Beaumont, California, and as such is duly authorized to execute and deliver this Certificate and further certifies and reconfirms on behalf of the City of Beaumont Community Facilities District No. 93-1 (the "District") as follows:

1. This Certificate is delivered in connection with the offering and sale of the Beaumont Public Improvement Authority Local Agency Refunding Bonds, Series 2019A (the "Bonds"), in order to enable the underwriter of the Bonds to comply with Rule 15c2-12, promulgated under the Securities Exchange Act of 1934 (the "Rule 15c2-12").

2. In connection with the offering and sale of the Bonds there has been prepared a Preliminary Official Statement, dated [POS Date], setting forth information concerning the Bonds, the District, and other matters (the "Preliminary Official Statement").

3. As used herein, "Permitted Omissions" shall mean the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, redemption provisions, delivery dates, ratings, and other terms of the Bonds depending on such matters, all with respect to the Bonds, and any other matters permitted under Rule 15c2-12.

4. The Preliminary Official Statement is, except for the Permitted Omissions, deemed final as of its date within the meaning of Rule 15c2-12.

Dated: [POS Date]

City of Beaumont Community Facilities District
No. 93-1

By: _____

APPENDIX L

**§ _____
BEAUMONT PUBLIC IMPROVEMENT AUTHORITY
LOCAL AGENCY REFUNDING BONDS
SERIES 2019A**

FORM OF ISSUE PRICE CERTIFICATE

[TO COME]

Staff Report

TO: City Council Members

FROM: Todd Parton, City Manager

DATE: July 2, 2019

SUBJECT: Approval of Letter of Engagement with The Pun Group LLP (Pun) for Professional Services to Conduct an Independent Financial Audit for Fiscal Year 2018/2019 and to Apply Agreed-Upon Procedures Applied to the City of Beaumont's Appropriation Limitation Prescribed by Article XIII-B of the California Constitution

Background and Analysis:

Fiscal Year 2018/2019 ends on June 30, 2019. The City needs to initiate an independent financial audit for Fiscal Year 2018/2019 this July to have financial reports delivered by December 31, 2019.

A professional services agreement was executed with The Pun Group LLP (Pun) on December 19, 2017, to conduct annual financial auditing services. The term of the agreement was for an initial one-year (1-year) term that could be extended annually for a maximum term not to exceed three (3) years. This contract is extended annually through the acceptance of a letter of engagement which lays out the terms of work for the next audit. A letter of engagement with Pun is included in Attachment A. This extension represents the third and final year of the professional services agreement. It may only be extended for two more annual terms and only pursuant to approval by a 4/5 vote of the City Council.

As specified in the letter of engagement, professional services for the annual financial audit and the agreed upon procedures for the GANN limit, inclusive of out-of-pocket expenses, will not exceed a maximum of \$86,500. Additionally, the City would be charged \$4,080 for any single audit required for the period.

The not-to-exceed amount for Fiscal Year 2018/2019 services are significantly higher than fees for the financial audit services charged for the Fiscal Year 2016/2017 and Fiscal Year 2017/2018 engagements, which were \$46,250 and \$47,685 respectively. Fees for the Fiscal Year 2018/2019 work are higher due to key finance staffing changes.

When personnel changes take place, in finance and in other key areas, these changes have to be evaluated by the auditor and determined if their effect on the system of internal controls and the application of certain controls is significant. Accordingly, the audit

approach may need to be modified. Generally increased testing of controls is warranted as the level of risk to the organization and financial reporting increases when finance personnel changes take place. In addition, the control structure may be modified either temporarily or permanently due to organizational changes.


The fixed charge for single audit services remains unchanged from the prior two years.

Fiscal Impact:

Fees for the services outlined in the letter of engagement and to apply the agreed-upon procedures for the GANN limit will not exceed \$86,500. Additionally, fees for any single audit will cost a flat rate of \$4,080.

Recommendation:

Approve a letter of engagement with The Pun Group for professional services to conduct an independent financial audit for Fiscal Year 2018/2019, to Apply Agreed-Upon Procedures Applied to the City of Beaumont's Appropriation Limitation Prescribed by Article XIII-B of the California.

City Manager Review: 

Attachments:

- A. Letter of Engagement with The Pun Group for Professional Services to Conduct an Independent Financial Audit for Fiscal Year 2018/2019
- B. Letter of Agreed-Upon Procedures for the City of Beaumont's GANN Limit

Attachment A

Letter of Engagement with The Pun Group for Professional Services to Conduct an
Independent Financial Audit for Fiscal Year 2018/2019



June 15, 2019

To City Council and Management of
City of Beaumont
 550 E 6th Street
 Beaumont, California 92223

RE: Engagement of The Pun Group LLP (the “Firm”)

We are pleased to confirm our understanding of the services we are to provide the City of Beaumont, California (the “City”) for the year ending June 30, 2019.

We will audit the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City as of and for the year ending June 30, 2019.

Accounting standards generally accepted in the United States of America provide for certain Required Supplementary Information (“RSI”), such as Management’s Discussion and Analysis (“MD&A”), to supplement the City’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management’s Discussion and Analysis
- 2) Budgetary Comparison Schedules – General Fund and Major Special Revenue Funds
- 3) Schedule of the City’s Proportionate Share of the Net Pension Liability and Related Ratios
- 4) Schedule of Contributions - CalPERS

We have also been engaged to report on Supplementary Information other than RSI that accompanies the City’s financial statements. We will subject the following Supplementary Information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole:

- 1) Schedule of Expenditures of Federal Awards
- 2) Combining Financial Statements
- 3) Individual Fund Financial Statements and Schedules

200 E. Sandpointe Avenue, Suite 600, Santa Ana, California 92707
Tel: 949-777-8800 • Fax: 949-777-8850 • www.pungroup.com

City of Beaumont
Engagement Letter
June 15, 2019
Page 2

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Council. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements.

City of Beaumont
Engagement Letter

June 15, 2019

Page 3

You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

**City of Beaumont
Engagement Letter**

June 15, 2019

Page 4

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience to evaluate the adequacy and results of those services and accept responsibility for them. You have designated Todd Parton, City Manager and Lisa Leach, CPA, Senior Accountant collectively with these responsibilities.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs.

City of Beaumont
Engagement Letter
June 15, 2019
Page 5

However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs.

**City of Beaumont
Engagement Letter**

June 15, 2019

Page 6

Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Communication with Those Charged with Governance

As part of our engagement, we are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process as well as other matters we believe should be communicated to those charged with governance. Generally accepted auditing standards do not require the auditor to design procedures for the purpose of identifying other matters to communicate with those charged with governance. Such matters include, but are not limited to, (1) the initial selection of and changes in significant accounting policies and their application; (2) the process used by management in formulating particularly sensitive accounting estimates and the basis for our conclusions regarding the reasonableness of those estimates; (3) all uncorrected audit adjustments that are material in nature; (4) any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the financial statements or our report; (5) our views about matters that were the subject of management's consultation with other accountants about auditing and accounting matters; (6) major issues that were discussed with management in connection with the retention of our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards; (7) serious difficulties that we encountered in dealing with management related to the performance of the audit; and (8) matters relating to our independence as your auditors.

Third-Party Service Providers

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. If we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Assistance by Your Personnel

We will ask that your personnel, to the extent possible, prepare required schedules and analyses, and make selected invoices and other required documents available to our staff. This assistance by your personnel will serve to facilitate the progress of our work and minimize our time requirements.

Data Collection Form

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period.

City of Beaumont
Engagement Letter
June 15, 2019
Page 7

Independence

Professional standards require that a firm and its members maintain independence throughout the duration of the professional relationship with a client. In order to preserve the integrity of our relationship, no offer of employment shall be discussed with any The Pun Group LLP professionals assigned to the audit, during the one-year period prior to the commencement of the year-end audit. Should such an offer of employment be made, or employment commences during the indicated time period, we will consider this an indication that our independence has been compromised. As such, we may be required to recall our auditors' report due to our lack of independence. In the event additional work is required to satisfy independence requirements, such work will be billed at our standard hourly rates.

Access to Working Papers

The audit documentation for this engagement is the property of The Pun Group LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the Oversight Agency for Audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of The Pun Group LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested by the oversight agency for audit or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

The Firm is required to undergo a "peer review" every three years. During the course of a Peer Review engagement, selected working papers and financial reports, on a sample basis, will be inspected by an outside party on a confidential basis. Consequently, the accounting and/or auditing work we performed for you may be selected. Your signing this letter represents your acknowledgement and permission to allow such access should your engagement be selected for review. As a result of our prior or future services to you, we may be required or requested to provide information or documents to you or a third-party in connection with a legal or administrative proceeding (including a grand jury investigation) in which we are not a party. Our efforts in complying with such requests or demands are not deemed a part of the scope of services for this engagement and we shall be entitled to reasonable additional compensation for our time incurred (at the standard rates charged to our other public agency clients) and reimbursement for other reasonable out-of-pocket expenditures (including legal fees) in complying with such request or demand provided that the same are not caused by our failure to meet the appropriate standard of care. We will provide detailed statements of all such services and expenditures to the City for review and approval at least thirty days in advance of payment being due. This is not intended, however, to relieve us of our duty to observe the confidentiality requirements of our profession.

Other Services

We will also assist in preparing the financial statements and related notes, and the GASB 68 net pension liabilities worksheet of the City in conformity with U.S. generally accepted accounting principles based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements and related notes, and the GASB 68 net pension liabilities worksheet services previously defined.

City of Beaumont
Engagement Letter
 June 15, 2019
 Page 8

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. We are always available to meet with you and/or other management personnel at various times throughout the year to discuss current business, operational, accounting and auditing matters affecting your City. Whenever you feel such meeting are desirable please let us know; we are prepared to provide services to assist you in any of these areas.

Report Distribution and Other

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Most Recent External Quality Control Review

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Accordingly, our most recent peer review report accompanies this letter.

Fee

We anticipate that our fees, inclusive of out-of-pocket expenses, for the annual financial statement audit and the Agreed Upon Procedures for GANN limit will not exceed a maximum of \$86,500 for the year ending June 30, 2019. In addition, for the City’s Single Audit under the Uniform Grant Guidance you will be billed a fixed fee of \$4,080 for each major program. The number of programs that are determined to be a major program will be based on the requirements of the Single Audit Act Amendments of 1996 and the provisions of the Uniform Grant Guidance. The total major programs will be discussed with you prior to commencement of any audit work.

Fees for these services for the year ending June 30, 2019 will be provided on an hourly basis and will be billed at the discounted hourly rates provided below, as presented in our technical proposal dated December 8, 2017:

Auditor's Discounted Hourly Billing Rates	
Position	FY 2018-19
Partner(s)	\$ 225
Senior Manager(s)	\$ 215
Manager(s)	\$ 200
Supervisor(s)	\$ 175
Senior Accountant(s)	\$ 150
Staff Accountant(s)	\$ 125
Clerical	\$ 75

The rates above include a Senior Manager rate which was not included in the prior proposal but was added within our firm since the proposal submission.

Our fee estimate above is based on certain assumptions, including the required assistance outlined in this letter and in Appendix A. To the extent that certain circumstances included but not limited to those listed in Appendix A, arise during the engagement, our fee estimate may be significantly affected, and additional fees may be necessary.

City of Beaumont
 Engagement Letter
 June 15, 2019
 Page 9

Rates for Additional Professional Services

Below are the Firm's standard hourly billing rates, delineated by staffing levels:

Standard Hourly Billing Rates	
Position	FY 2018-19
Partner(s)	\$ 250
Senior Manager(s)	\$ 225
Manager(s)	\$ 200
Supervisor(s)	\$ 175
Senior Accountant(s)	\$ 150
Staff Accountant(s)	\$ 125
Clerical	\$ 75

The Firm and the City will discuss and approve the scope and associated costs of these tasks. Any additional work will be performed at the above quoted hourly rates. Should additional services be provided beyond the described scope of services, these will be billed separately. Any supplemental reports, audits, or agreed-upon procedures not covered by this proposal may be added in a written agreement prior to commencing audit work.

Manner of Payment

All services will be billed monthly as work progresses based on time incurred by the various staff levels. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended through the date of termination.

In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

Planned Scope and Timing of the Audit

We expect to begin our audit in July 2019 and to issue our reports no later than December 31, 2019. Vanessa Burke is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

City of Beaumont
Engagement Letter
June 15, 2019
Page 10

Agreement

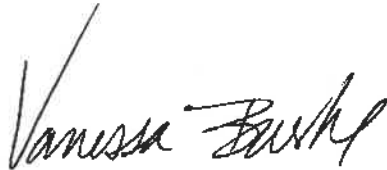
It is hereby understood and agreed that this engagement is being undertaken solely for the benefit of the City and that no other person or entity shall be authorized to enforce the terms of this engagement.

If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

We appreciate the opportunity to be of service to the City of Beaumont and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

Very truly yours,

The Pun Group LLP



Vanessa Burke, CPA, CPFO
Engagement Partner

RESPONSE:

This letter correctly sets forth the understanding of the City of Beaumont.

By: _____

Title: _____

Date: _____

City of Beaumont
Engagement Letter
 June 15, 2019
 Page 11

APPENDIX A

City of Beaumont **Circumstances Affecting Timing and Fee Estimate**

Circumstances may arise during the engagement that may significantly affect the targeted completion dates and our fee estimate. As a result, additional fees may be necessary. Such circumstances include but are not limited to the following:

1. Changes to the timing of the engagement at your request. Changes to the timing of the engagement usually require reassignment of personnel used by The Pun Group, LLP (the "Firm") in the performance of services hereunder. However, because it is often difficult to reassign individuals to other engagements, the Firm may incur significant unanticipated costs.
2. All requested schedules are not (a) provided by the accounting personnel on the date requested, (b) completed in a format acceptable to the Firm (c) mathematically correct, or (d) in agreement with the appropriate underlying records (e.g., general ledger accounts). The Firm will provide the accounting personnel with a separate listing of required schedules and deadlines.
3. Weaknesses in the internal control structure.
4. Significant new issues or unforeseen circumstances as follows:
 - a. New accounting issues that require an unusual amount of time to resolve
 - b. Changes or transactions that occur prior to the issuance of our report
 - c. Changes in the City's accounting personnel, their responsibilities, or their availability
 - d. Changes in auditing requirements set by regulators
5. Significant delays in the accounting personnel's assistance in the engagement or delays by them in reconciling variances as requested by the Firm. All invoices, contracts and other documents which we will identify for the City, are not located by the accounting personnel or made ready for our easy access.
6. A significant level of proposed audit adjustments is identified during our audit.
7. Changes in audit scope caused by events that are beyond our control.
8. Untimely payment of our invoices as they are rendered.
9. Our attendance at City Council and Audit & Finance Committee Meetings typically is limited to presenting the final deliverables to the City and the results of our audit to those charged with governance, as well as, to respond to questions from those charged with governance. If unforeseen delays or other reasons require us to attend meetings in excess of two meetings, we will bill for our time incurred and expenses to attend those additional meetings. We estimate additional meeting costs is approximately \$750-\$1,200 which varies with earlier advance notification. We will provide an estimate of those charges in advance.

City of Beaumont
Engagement Letter

June 15, 2019

Page 12

10. Our fee is dependent on the City having established procedures for periodic inventories of capital assets and maintain appropriate inventory and cost / estimated cost systems for their capital assets and infrastructure. The City's accounting records should be updated and adjusted to reflect additions and deletions of capital assets and infrastructure, and provide reliable information on current balances in capital asset and infrastructure accounts and related depreciation are properly and consistently reported. Estimated values of infrastructure or other assets should be adequately supported with verifiable records.
11. As a result of our services to you, we may be required or requested to provide information or documents to you or to a third-party in connection with governmental regulations or activities, or a legal, arbitration or administrative proceeding (including a grand jury investigation), in which we are not a party. As permitted, we will notify you as soon as we receive the request for such information. You may, within the time period permitted for our firm to respond to any such request, initiate such legal action as you deem appropriate to protect City information from discovery. If you take no action within the time period permitted for us to respond or if your action does not result in a judicial order protecting us from supplying requested information, we will construe your inaction or failure as consent to comply with the request. Our efforts in complying with such requests or demands are not deemed a part of the scope of services for this engagement and we shall be entitled to additional compensation for our time incurred (at the standard rates charges to our other public agency clients) and reimbursement for other reasonable out-of-pocket expenditures (including legal fees) in complying with such request or demand provided that the same are not caused by our failure to meet the appropriate standard of care. We will provide detailed statements of all such services and expenditures to the City for review and approval at least thirty days in advance of payment being due.

JOHN LERIAS, CPA
 STEPHEN C. WILLIAMS, CPA
 JOSEPH O. ROMERO, CPA



System Review Report

The Pun Group, LLP
 Santa Ana, California;
 and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of The Pun Group, LLP (the firm) in effect for the year ended December 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included an engagement performed under *Government Auditing Standards*.

In our opinion, the system of quality control for the accounting and auditing practice of The Pun Group, LLP in effect for the year ended December 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. The Pun Group, LLP has received a peer review rating of *pass*.

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 Ontario, CA 91764

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 800.644.0696
 FAX 909.948.9633

gyl@gyldecauwer.com
 www.gyldecauwer.com

GYL Decauwer LLP
 Ontario, California
 October 13, 2015

your
Success
is our
DESTINATION

Attachment B

Letter of Agreed-Upon Procedures for the City of Beaumont's GANN Limit



June 14, 2019

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

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for the City of Beaumont, California (the "City").

We will apply the agreed-upon procedures to the appropriation limit schedule of the City, which the City has specified, as listed in Exhibit A, for the fiscal year ending June 30, 2020. These procedures, which were agreed to by the City and the League of California Cities (as presented in the publication entitled *Agreed-Upon Procedures Applied to the Appropriation Limitation Prescribed by Article XIII-B of the California Constitution*) are solely to assist the City in meeting the requirement of Section 1.5 of the Article XIII-B of the California Constitution and will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described in Exhibit A either for the purpose for which this report has been requested or for any other purpose.

Because the agreed-upon procedures listed in Exhibit A do not constitute an examination or review, we will not express an opinion or conclusion the City's appropriation limit schedule. In addition, we have no obligation to perform any procedures beyond those listed in Exhibit A.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to the City Council and management of the City. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement. You understand that the report is intended solely for the use of City Council and management of the City and should not be used by anyone other than the specified parties. Our reports will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, we will communicate to you any known and suspected fraud and noncompliance with laws or regulations affecting the City's appropriation limit schedule that come to our attention. In addition, if, in connection with this engagement, matters come to our attention that contradict the City's appropriation limit schedule, we will disclose those matters in our report. Such disclosures, if any, may not necessarily include all matters that might have come to our attention had we performed additional procedures or an examination or review.

You are responsible for presentation of the City's appropriations limit schedule in accordance with Article XIII-B of the California Constitution and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are also responsible for, and agree to provide us with, a written assertion about the City's appropriation limit schedule. In addition, you are responsible for providing us with (1) access to all information of which you are aware that is relevant to the performance of the agreed-upon procedures on the subject matter (2) additional information that we may request for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

200 E. Sandpointe Avenue, Suite 600, Santa Ana, California 92707
Tel: 949-777-8800 • Fax: 949-777-8850 • www.pungroup.com

City of Beaumont
GANN Engagement Letter
June 14, 2019
Page 2

Vanessa Burke is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

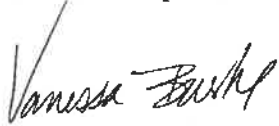
We plan to begin our procedures in July 2019 and, unless unforeseeable problems are encountered, the engagement should be completed by December 31, 2019. At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from management that, among other things, will confirm management’s responsibility for the City’s appropriation limit schedule in accordance with the requirement of Article XIII-B of the California Constitution.

The documentation for this engagement is the property of The Pun Group, LLP and constitutes confidential information. However, we may be requested to make certain documentation available to certain government agencies pursuant to authority given to it by law or regulation. If requested, access to such documentation will be provided under the supervision of The Pun Group personnel. Furthermore, upon request, we may provide copies of selected documentation to certain government agencies. Certain government agencies may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Our fee for these services is included in the engagement letter for the City’s audit for the year ending June 30, 2019. Our fees are based on certain assumptions, including the required assistance described above. Additional services provided beyond the described scope of services will be billed separately.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,
The Pun Group, LLP



Vanessa Burke, CPA, CPFO
Engagement Partner

RESPONSE:

This letter correctly sets forth the understanding of the City of Beaumont.

By: _____

Title: _____

Date: _____

EXHIBIT A

Agreed-Upon Procedures

1. Obtain completed worksheets used by the City to calculate its appropriations limit for the year ending June 30, 2020 and determine that the limit and annual calculation factors are adopted by resolution of the City Council. Also, determine that the population and inflation options are selected by a recorded vote of the City Council.
2. For the Appropriations Limit Schedule, we will add the prior year's limit to the total adjustments and agree the resulting amount to the current year's limit.
3. Agree the current year information presented in the June 30, 2020 Appropriation Limit Schedule to corresponding information in worksheets used by the City.
4. Agree the appropriations limit presented in the June 30, 2020 Appropriations Limit Schedule matches the appropriations limits adopted by the City Council during the year.

Agenda Item No. 13

Staff Report

TO: Mayor and Council Members

FROM: Kyle Warsinski, Economic Development Manager

DATE: July 2, 2019

SUBJECT: City of Beaumont Economic Development Strategic Plan

Background and Analysis:

On June 4, 2019, City Council was presented the public review draft of the Economic Development Strategic Plan (EDSP) for the City of Beaumont. On June 12, 2019, the Economic Development Committee was presented with the same document.

Since that time, staff has only received positive responses from the committee members and stakeholders involved in the strategic plan process.

The June 4, 2019, staff report has been attached to provide detailed information on the planning process and the contents of the plan.

Fiscal Impact:

The contract amount awarded to The Natelson Dale Group, Inc. was in an amount not to exceed \$74,750.

Recommendation:

1. Approve the Economic Development Strategic Plan as presented.

City Manager Review:  _____

Attachments:

- A. June 4, 2019, Staff Report
- B. Economic Development Strategic Plan

Attachment "A"

June 4, 2019 Staff Report

Agenda Item No. _____

Staff Report

TO: Mayor and Council Members

FROM: Kyle Warsinski, Economic Development Manager

DATE: June 4, 2019

SUBJECT: Public Review Draft of Economic Development Strategic Plan

Background and Analysis:

On September 18, 2018, the City Council awarded a Professional Services Agreement to The Natelson Dale Group, Inc. for the preparation of an Economic Development Strategic Plan (EDSP) for the City of Beaumont.

Over the past nine months, the consultant team has worked closely with City staff and a diverse range of community stakeholders to create a comprehensive plan to systematically strengthen the City's economic development program. The plan is detailed in the attached Public Review Draft dated May 28, 2019.

The planning process has included the following major elements:

1. Completion of a series of technical reports by the consultant team, which provided an independent objective basis for understanding the market opportunities and constraints affecting Beaumont's economic development potentials. These background studies included:
 - a. A demographic profile of Beaumont and the relevant surrounding region;
 - b. An evaluation of Beaumont's competitive positioning relative to 12 comparison cities;
 - c. An industry cluster analysis to identify business sectors that Beaumont could potentially target for future expansion and attraction; and
 - d. A real estate market analysis that quantifies future demand for retail, office and industrial development in Beaumont.

2. Extensive interface with City staff and other local stakeholders. This interface included:

- a. A series of three “Summit” meetings (facilitated by the consultant team) to obtain stakeholder input on key economic development issues and direction on potential strategic priorities for the City’s economic development program. The participating stakeholders were carefully selected to represent a balanced mix of local businesses/industries, key City staff, and various regional agencies with some connection to Beaumont’s economic and workforce development efforts. A total of 54 individuals participated in the Summit meetings.
 - b. Study sessions with the Beaumont City Council and Economic Development Committee.
 - c. Ongoing coordination with City staff to ensure effective integration of this planning effort with other current City initiatives such as the General Plan Update, Downtown Specific Plan, Communications Strategic Plan, the recent branding program, and the City’s revenue forecasting process.
3. Preparation of a strategic action plan based on the consultants’ research and the local stakeholder input. The action plan provides a detailed, prioritized “road map” for maximizing quality economic growth in Beaumont.

Highlights of the Public Review Draft of the EDSP are briefly summarized below.

Summary of Key “SWOT” Issues

The technical studies and stakeholder input provided the basis for an inventory of important SWOT (strength-weakness-opportunity-threat) issues affecting Beaumont’s economic development direction. These topics are summarized as follows:

Beaumont’s “Quality of Life” Assets:

- The area’s natural/physical beauty (mountains, etc.),
- Excellent relative air quality for Inland Empire,
- Recreational opportunities/amenities in city and surrounding region,
- Hometown atmosphere; growing city but still has desirable small-town feel,
- Perceived as a safe/low-crime community,
- Family-friendly community,
- Great school district,
- Excellent, locally-available health care (hospital, etc.),
- Active/engaged community,
- Have preserved rural character; which is also goal in General Plan, and
- Affordable housing (relative to other parts of southern California); recent State legislation could strengthen affordability measures

Attractive Factors for Business/Development:

- Strategic location at the juncture of two major freeways (I-10 and SR 60),
- Location makes Beaumont a “gateway” to travelers from out of state,
- Central to two regions (The Coachella Valley and the set of Southern California, communities that make up the eastern axis of suburban/exurban Los Angeles), access to surrounding large populations, and in current trajectory of growth in southern California,
- Between two reasonably close airports (Ontario and Palm Springs), both of which can absorb additional flight capacity,
- Abundant vacant land available for industrial development,
- Sewage treatment capacity,
- Direct rail access to industrial land,
- In sphere of influence for the Palm Springs Foreign Trade Zone (FTZ), and
- City is currently in the process of implementing a new branding initiative.

Potential Threats and Barriers to Economic Progress:

- The “visual corridor” along I-10 and onramps/offramps are relatively unattractive,
- Traffic congestion, especially at freeway off-ramps,
- Condition of streets,
- Lack of a clear “entrance” to City,
- Beaumont (and the Pass Area overall) may not be getting its fair share of funding for regional infrastructure improvements,
- Lack of an attractive downtown,
- As community grows, the “hometown atmosphere” (including local businesses) may be threatened,
- Beaumont’s image/reputation as a retirement community could have a negative impact on the community’s attractiveness to younger demographics,
- City’s prior history of political/financial problems may affect current perceptions,
- Community concerns about crime rates and related issues such as drug problems impact the City’s image,
- Inconsistent, unbalanced growth and development (e.g. school expansions not keeping up),
- Some residents fear growth,
- Shortage of qualified labor pool for some businesses,
- Lack of quality multi-family housing, and
- Lack of supporting business facilities (e.g., hotels with business-travel amenities and conference room/meeting facilities).

EDSP Vision Statement

The EDSP includes the following vision statement for the City's economic development program:

The City of Beaumont strives to create a balanced, sustainable and diverse economic environment by leveraging existing local business, recruiting targeted industries, and encouraging outside investment, that will enhance Beaumont's quality of life and support community values.

EDSP Goals

The EDSP has eight major goals:

1. Develop an economically balanced community,
2. Recruit new business, while retaining and expanding local business, that promote growth of primary jobs and/or sales tax revenue,
3. Develop an online Economic Development presence to provide business owners and site selectors resources they need,
4. Create a Quality of place that establishes Beaumont as a community to build and grow a business, as well as attract and retain talent,
5. Connect with and assist local small business start-ups and entrepreneurs,
6. Ongoing review of development review processes and identify streamlining and efficiency techniques,
7. Work with regional workforce development partners to provide needed resources to the area and begin to develop a retraining program for positions under threat of automation, and
8. Leverage the City's strengths to maximize business opportunities

Recommended Target Industries

The recommended target industries are organized around four "themes," as summarized on the following table:

Recommended Targets for Business Attraction		
Major Theme	Rationale for this Target	Types of Industries/Activities
1. Local-serving businesses	<ul style="list-style-type: none"> • Leverages City’s established position as a regional destination for retail shopping • Capitalizes on strong population growth 	<ul style="list-style-type: none"> • Retail • Restaurants • Local services typically found in retail/downtown settings
2. Technology focus	<ul style="list-style-type: none"> • Connects to region’s core strength (logistics), while avoiding the aspects of logistics that are most vulnerable to worker displacement from innovation • Leverages potentials associated with the City’s resident workforce and quality of life amenities (which the EDSP recognizes are still evolving) 	<ul style="list-style-type: none"> • Logistics technology • E-commerce fulfillment • Data centers • Management, Scientific, Technical Consulting Services • Inland Empire (IE) wholesale trade clusters
3. Selected manufacturing activities	<ul style="list-style-type: none"> • Focuses on higher-wage manufacturing sectors that are already growing in the City (in some cases) and the larger region • Capitalizes on Beaumont’s land capacity, affordability and ability to be a business-friendly City 	<ul style="list-style-type: none"> • Food and beverage manufacturing (including a possible focus on distilled beverages, which offer “placemaking” potentials) • Advanced/additive manufacturing (including, e.g., 3D printing activities) • IE manufacturing clusters
4. Healthcare and retirement	<ul style="list-style-type: none"> • Builds on established base of retirement developments in Beaumont/Banning • Responds to strong demographic trends • Leverages Beaumont’s unique balance of affordability and quality of life 	<ul style="list-style-type: none"> • Regional healthcare firms and facilities (in response to population growth) • Continuing care / assisted living

Outline of EDSP Action Plan

The Action Plan is organized around 13 major strategy groups, which are detailed in terms of 43 specific action items. The 13 major strategy areas are:

1. EDSP Organization and Operation (i.e., internal capacity building to support implementation of the Plan);
2. Economic Development Marketing;
3. Existing-Business Retention and Expansion;
4. Industry Targeting (local-serving businesses);
5. Industry Targeting (employers);
6. Entrepreneurial Development;
7. Real Estate Development and Redevelopment/Revitalization;
8. Development Streamlining;
9. Interface with City’s Fiscal and Other Policies;
10. Infrastructure Development Coordination;
11. Workforce Development;
12. Placemaking Initiatives;
13. Quality of Life Initiatives.

The Action Plan is detailed on pages 49-74 of the EDSP Public Review Draft and includes recommended prioritization of action items and estimates of staff time and other resources needed to effectively implement the Plan. In order to fully leverage the City’s investment in economic development, the Plan emphasizes opportunities to extend the reach of the City’s efforts through collaboration with a range of public and private partner entities.

Fiscal Impact:

The contract amount awarded to The Natelson Dale Group, Inc. was in an amount not to exceed \$74,750.

Finance Director Review: _____

Recommendation:

1. Receive and file the Public Review Draft Report, and
2. Direct staff to distribute the Public Review Draft for public comments.

City Manager Review: _____

Attachments:

- A. Public Review Draft – Economic Development Strategic Plan

Attachment “B”

Economic Development Strategic Plan



DRAFT

BEAUMONT ECONOMIC DEVELOPMENT STRATEGIC PLAN



Prepared for:
City of Beaumont, California

July 2, 2019

PREPARED BY:

N THE NATELSON DALE GROUP, INC.
YORBA LINDA, CA • www.natelsondale.com
O: 714.692.9596 • F: 714.692.9597

Table of Contents

1. Introduction.....	1
2. Executive Summary.....	9
3. Highlights of Background/Technical Studies	16
4. Action Plan	49
Appendix A – Commuter Flow Data Summary	75

1. Introduction

The City of Beaumont's Economic Development Strategic Plan is intended to provide a blueprint for attracting targeted new development and business investment, creating jobs, and contributing to the City's long-term fiscal health. The Plan identifies key industries to be the focus of Beaumont's business retention/expansion/attraction efforts, and includes action on closely-related issues such as infrastructure, land use and workforce development.

The Economic Development Strategic Plan (EDSP) is based on a comprehensive research and stakeholder outreach process, and reflects consensus views on the most promising opportunities and the most pressing challenges facing Beaumont's economy. While the EDSP places primary emphasis on actions and initiatives to be pursued directly by the City, action items also reflect the fact that a wide array of public- and private-sector entities have roles in influencing the economic vitality of Beaumont. In this regard, some of the recommended actions will be carried out through partnerships with other entities. Even for those action items in which the City's role is essentially coordination, this function can take many forms and is often critical to solving problems that may not otherwise have a clear constituency or single responsible entity assigned to resolving them.

Overview of the Strategic Planning Process

The recommended policies and program activities are based on an extensive planning process that included the following components:

- A series of three "Summit" meetings facilitated by the consulting team, and coordinated with the City, to obtain stakeholder input and, where appropriate, ongoing EDSP implementation support;
- Study sessions with the Beaumont City Council and Economic Development Committee;
- Background research on Beaumont's current economic conditions, so that the Summit participants had accurate, up-to-date information to facilitate their observations and recommendations;
- An industry cluster analysis to identify sectors that Beaumont could potentially target for future expansion and attraction;
- A real estate market analysis to quantify potential development demand for new retail/restaurant, office, and industrial space;
- Evaluation of a range of "foundational issues" (including infrastructure, workforce, housing, quality of life, and development environment);
- Preparation of a strategic Action Plan based on the consultants' research and the local stakeholder input. The Action Plan provides a detailed "road map" for maximizing quality economic growth in Beaumont.

Key findings of the background and technical studies are summarized in this report and referenced in the EDSP as appropriate. The full studies are provided as separate documents.

Acknowledgments

Summit meeting participants

Participant	Affiliation
Lynn Bogh Baldi	Beaumont Chamber of Commerce
Bernie Balland	Economic Development Committee
Steve Barron	San Gorgonio Memorial Hospital Board
Rick Bishop	Western Riverside Council of Governments
Ebon Brown	Beaumont Unified School District
Duane Burk	Beaumont-Cherry Valley Recreation and Park District
Celina Cabrera	City of Beaumont
Jeff Chambers	Pardee Homes
Ben Cloninger	Sand Trap
Michael Curley	Southern California Edison
Tom Daniels	Landowner
Terrence Davis	Beaumont Unified School District
Kathleen Dietrich	Priority Pallets; Economic Development Committee
Aileen Flores	Southern California Edison
John Fuller	Icon Health and Fitness
Maria Garcia	Loma Linda University Health
Elizabeth Gibbs	City of Beaumont
Rebecca Goldware	University of California, Riverside
Aaron Hake	Riverside County Transportation Commission
Linda Hanley	Bank of Hemet
Martin Hannigan	San Gorgonio Village
Jan Harriman	Sundance Corporate Center
Charlene Henderson	Riverside County Workforce Development Division
Jennifer Higgins	Economic Development Committee
Aftab Hussain	City of Beaumont
Dan Jagers	Beaumont-Cherry Valley Water District
David Johnston	Economic Development Committee
Paul Marcinko	Union Pacific Railroad
Karin Marriott	Mt. San Jacinto College
Susan Aguilar Martinez	Beaumont Chamber of Commerce
Bruce McDonald	Crossroads Logistics
Kari Mendoza	City of Beaumont
Jake Millard	Rudolf Foods
Laurie Miller	City of Beaumont

Participant	Affiliation
Rob Moran	Riverside County Economic Development Agency
Daryl "Rusty" Oft	Loma Linda University Health
John Ohanian	Oak Valley Partners
Anthony Onodera	City of Beaumont
Todd Parton	City of Beaumont
Bette Rader	Beaumont Chamber of Commerce
Ron Rader	San Gorgonio Memorial Hospital Board
Michelle Riggs	Crafton Hills College
Dave Roberts	Development Community
Dr. Roger Schultz	Mt. San Jacinto College
Richard Sorenson	Development Community
Ashley Starr	City of Beaumont
Kimberly Starrs	Economic Development Committee
Mark Swanson	Beaumont-Cherry Valley Water District
Dennis Tankersley	San Gorgonio Memorial Hospital Board
Kyle Warsinski	City of Beaumont
Helen Welch	Walmart
Dwayne Whittington	Epic Management
David Wren	Loma Linda University Health

City Council

Julio Martinez, Mayor
 Rey Santos, Mayor Pro-tem
 Nancy Carroll
 Lloyd White
 Mike Lara

Economic Development Committee

Bernie Balland, Chairperson
 Bette Rader, Vice Chair
 Monir Ahmed
 Bertha Baraza
 Ebon Brown
 Allen Koblin
 Rob Moran
 Kimberly Starrs
 Karen Wheat

Summary of Key “SWOT” Issues

The technical studies and stakeholder input provided the basis for an inventory of important SWOT (strength-weakness-opportunity-threat) issues affecting Beaumont’s economic development direction. These topics are summarized as follows:

Assets and Opportunities for Economic Development

Quality of life:

- The area’s natural/physical beauty (mountains, etc.)
- Excellent relative air quality for Inland Empire
- Recreational opportunities/amenities in city and surrounding region
- Hometown atmosphere; growing city but still has desirable small-town feel
- Perceived as a safe/low-crime community
- Family-friendly community
- Great school district
- Excellent, locally-available health care (hospital, etc.)
- Active/engaged community
- Have preserved rural character; which is also goal in General Plan
- Affordable housing (relative to other parts of southern California); recent State legislation could strengthen affordability measures

Attractive Factors for Business/Development:

- Strategic location at the juncture of two major freeways (I-10 and SR 60)
- Location makes Beaumont a “gateway” to travelers from out of state
- Central to two regions (The Coachella Valley and the set of Southern California communities that make up the eastern axis of suburban/exurban Los Angeles), access to surrounding large populations, and in current trajectory of growth in southern California
- Between two reasonably close airports (Ontario and Palm Springs), both of which can absorb additional flight capacity
- Abundant vacant land available for industrial development
- Sewage treatment capacity
- Direct rail access to industrial land
- In sphere of influence for the Palm Spring Foreign Trade Zone (FTZ)
- City is currently in the process of implementing a new branding initiative

Potential Threats and Barriers to Economic Progress

- The “visual corridor” along I-10 and onramps/offramps are relatively unattractive
- Traffic congestion, especially at freeway off-ramps
- Condition of streets
- Lack of a clear “entrance” to City
- Beaumont (and the Pass Area overall) may not be getting its fair share of funding for regional infrastructure improvements
- Lack of an attractive downtown
- As community grows, the “hometown atmosphere” (including local businesses) may be threatened
- Beaumont’s image/reputation as a retirement community could have a negative impact on the community’s attractiveness to younger demographics
- City’s prior history of political/financial problems may affect current perceptions
- Community concerns about crime rates and related issues such as drug problems impact the City’s image
- Inconsistent, unbalanced growth and development (e.g. school expansions not keeping up)
- Some residents fear growth
- Shortage of qualified labor pool for some businesses.
- Lack of quality multi-family housing
- Lack of supporting business facilities:
 - Hotels with business-travel amenities
 - Conference room/meeting facilities

Economic Development Context

A broad range of economic development opportunities are available to Beaumont, based on location-based attributes discussed below, along with the following:

- A resident workforce with high levels of out-commuting, and
- An industry-targeting strategy that recognizes the complexity of industry and employment change inherent in current trends of *technological* change.

Technological changes will present challenges to many communities and opportunities for some, particularly those that anticipate these changes. Outlying communities such as Beaumont are likely to see improvements in connectivity to urban centers. For one thing, the advent of autonomous vehicles (which is also a major “disrupting” technology), should generate a net benefit to Beaumont, making the community generally more accessible. Due to this increased accessibility along with Beaumont’s attractiveness, the City can be a location of choice for “footloose” firms and entrepreneurs with flexible location requirements.

Beaumont has a strategic location at a mountain pass that both separates and connects two regions, each distinguished by climate, economic activity, and demographic characteristics. This provides the City with certain unique advantages, including the chance to confirm its ideal role with respect to the two neighboring regions. The two regions, Coachella Valley and Greater Southern California, are expanding toward each other, and in some ways becoming more similar, while certain differences are increasing.

For example, formerly more-autonomous cities near the fringe of the Los Angeles metropolitan area are being increasingly drawn into it.

Although regional growth pressures and improved connectivity will expand opportunities for outlying communities, Beaumont will still be constrained to some extent by its historic development patterns, which are influenced to some extent by topographical physical constraints and the relationship of the community to Interstate 10. These factors add to the challenge of defining the community's options for responding to evolving opportunities and for overcoming any negative perceptions, especially by those having limited exposure to Beaumont, beyond immediate access from Interstate 10. Perception is also affected by the presence of retirement-age communities within and around the City. (Senior populations are a resource and an asset for certain types of businesses, for non-profits interested in volunteers, and for retirement-age persons interested in resettling; some retailers will view them as a less attractive market segment, and employers will be sensitive to how they affect the size of the labor pool.)

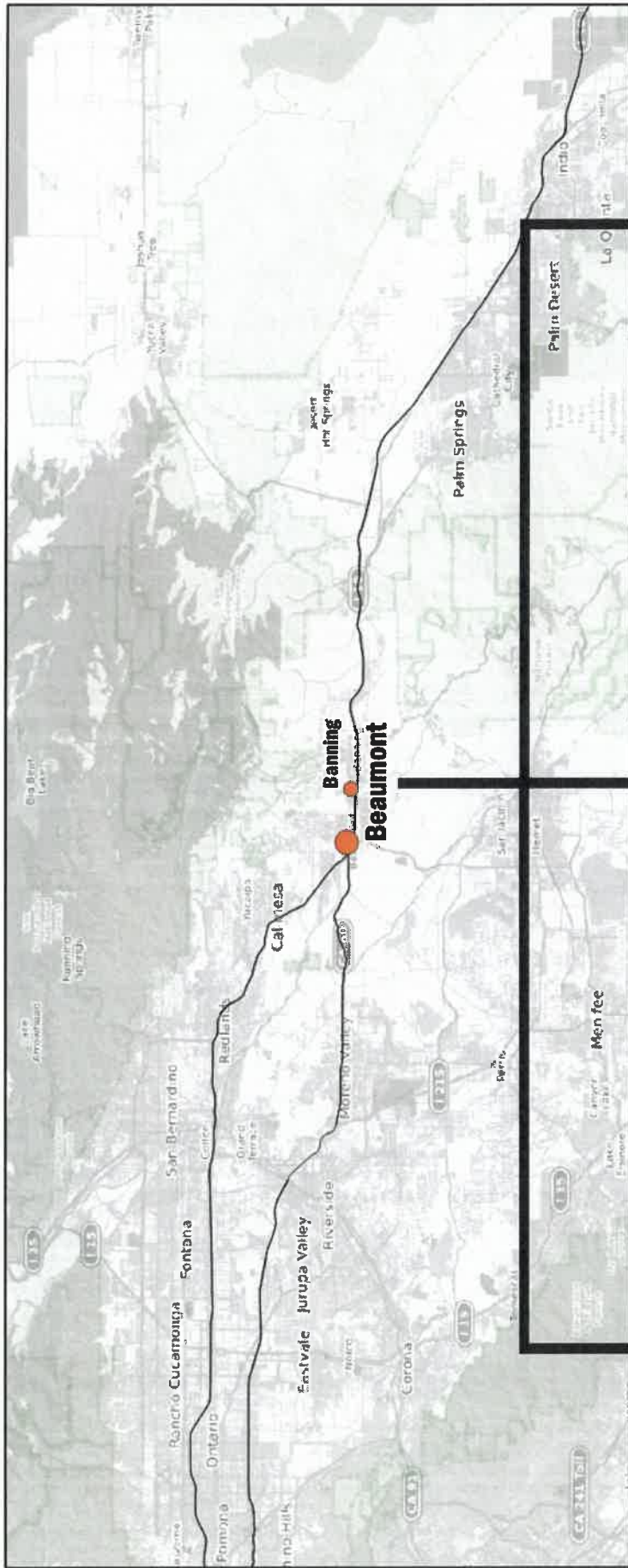
Beaumont is likely to always be in a complementary, even if sometimes competitive, mode with respect to its neighboring communities. This "economic region" of cities can be defined, within Beaumont's unique setting, in ways that help demonstrate how the cities can collaborate to maximize the efficiency of their various interrelationships.

The benefits of economic development may not be perceived equally by all segments of Beaumont's population. However, the EDSP's Action Items and marketing materials can communicate the following expected benefits:

- Expanding the range of goods and services available for residents' use.
- Expanding local employment options for residents, especially out-commuters (see Appendix A for data pertaining to both out-commuters and in-commuters, and comparisons to Beaumont resident workers).
- Net revenue gains to the City, for expanding residents' services and facilities.

Figure 1 on the next page summarizes the context for economic development in Beaumont. The intent of the figure is to highlight Beaumont's unique locational attributes and summarize related strategic issues and opportunities. The map also serves as a reminder that the relationship of Beaumont to Coachella Valley to the east and to greater Southern California to the west is evolving. The Coachella Valley continues to diversify economically and demographically. Simultaneously, the "functional distance" between urbanized Coachella Valley and the rest of Southern California continues to shrink. All markets surrounding Beaumont are expanding, including even Arizona markets further east.

FIGURE 1. ECONOMIC DEVELOPMENT CONTEXT SUMMARY



Key Assets

- Natural beauty and desirable climate.
- Straddles two regions that are different but also complementary. (Coachella Valley and Greater Southern California)
- Resident workforce could support relatively high-wage industries.
- Emerging transportation technology will improve connectivity.
- Reasonable access to two airports.

Overall Strategic Direction

- Pursue broad range of economic development opportunities, plus complementary improvements in infrastructure and redevelopment areas, which also enhances quality of life.
- Generate comprehensive, coordinated marketing messages complementing development efforts.
- Raise Beaumont’s profile as a development-friendly place. Combine development-approval streamlining, outreach to existing businesses, and focused redevelopment/revitalization steps.
- Collaborate with neighboring cities to maximize sharing the benefits of common location.

Selected Key Challenges

- Topography
- Relationship to Interstate 10, which complicates both access and the way community is perceived.
- The presence of retirement-age communities and how retailers and employers will perceive this .
- Housing affordability and options.
- Water supply.
- Legislative mandates

EDSP Vision Statement

The City of Beaumont strives to create a balanced, sustainable and diverse economic environment by leveraging existing local business, recruiting targeted industries, and encouraging outside investment, that will enhance Beaumont's quality of life and support community values.

EDSP Goals

1. Develop an economically balanced community
2. Recruit new business, while retaining and expanding local business, that promote growth of primary jobs and/or sales tax revenue
3. Develop an online Economic Development presence to provide business owners and site selectors resources they need
4. Create a Quality of place that establishes Beaumont as a community to build and grow a business, as well as attract and retain talent
5. Connect with and assist local small business start-ups and entrepreneurs
6. Ongoing review of development review processes and identify streamlining and efficiency techniques
7. Work with regional workforce development partners to provide needed resources to the area and begin to develop a retraining program for positions under threat of automation
8. Leverage the City's strengths to maximize business opportunities

2. Executive Summary

The EDSP is an integral component of other efforts underway in the City with the overall mission of positioning Beaumont to grow into its “best version of itself,” in light of the following (among other attributes):

- Growth that is expected to occur in the community regardless of planning to accommodate it, and these growth pressures can also fuel revitalization efforts.
- The City’s ongoing research and planning processes intended to align with key opportunities and challenges, including redevelopment/revitalization of Downtown and other key areas.
- Favorable market conditions, including position in the region relative to other cities, key regional infrastructure such as airports and freeways, relative affordability (although this will tend to balance with the overall region as growth continues), favorable microclimate, and capacity for growth and for revitalization.
- Awareness within the community that perceptions of Beaumont by outsiders generally need to be improved and that this can be readily accomplished through a combination of very targeted physical improvements and focused marketing that portrays a comprehensive picture of the community.

Business Attraction Priorities

Based on the industry cluster analysis summarized in Chapter 3, the EDSP recommends a range of industries and business types as targets for the City’s business attraction efforts. The recommended targets have been identified through an extensive “screening” process that reflects the following considerations:

Beaumont’s Core Strengths from a Business Attraction Perspective

- Substantial land and zoning capacity for future commercial/industrial development
- Strategic location along two major freeways
- Established position as a regional center for retail shopping
- Immediate proximity to the Inland Empire’s core industry cluster (logistics), and potential connections to other regional strengths
- A well-educated resident workforce, including many “out-commuters” (see Appendix A for data pertaining to both out-commuters and in-commuters, and comparisons to Beaumont resident workers)
- Attractive amenities and community life

Priority Objectives of the City’s Business Attraction Efforts

- Continue to improve the range of goods and services available to residents
- Strengthen City’s fiscal position (tax base)
- Expand employment opportunities of Beaumont residents, with a focus on creating higher-wage jobs
- Foster business development opportunities at a range of scales (i.e., small to larger firms)

- Focus marketing/development resources on industries with strong long-term growth potentials (avoiding sectors that are especially vulnerable to worker displacement due to automation, etc.)
- Over time, position Beaumont as a viable location for high-image/high-tech activities

The recommended target industries are organized around four “themes,” as summarized on the following table:

Recommended Targets for Business Attraction		
Major Theme	Rationale for this Target	Types of Industries/Activities
1. Local-serving businesses	<ul style="list-style-type: none"> • Leverages City’s established position as a regional destination for retail shopping • Capitalizes on strong population growth 	<ul style="list-style-type: none"> • Retail • Restaurants • Local services typically found in retail/downtown settings
2. Technology focus	<ul style="list-style-type: none"> • Connects to region’s core strength (logistics), while avoiding the aspects of logistics that are most vulnerable to worker displacement from innovation • Leverages potentials associated with the City’s resident workforce and quality of life amenities (which the EDSP recognizes are still evolving) 	<ul style="list-style-type: none"> • Logistics technology • E-commerce fulfillment • Data centers • Management, Scientific, Technical Consulting Services • Inland Empire (IE) wholesale trade clusters
3. Selected manufacturing activities	<ul style="list-style-type: none"> • Focuses on higher-wage manufacturing sectors that are already growing in the City (in some cases) and the larger region • Capitalizes on Beaumont’s land capacity, affordability and ability to be a business-friendly City 	<ul style="list-style-type: none"> • Food and beverage manufacturing (including a possible focus on distilled beverages, which offer “placemaking” potentials) • Advanced/additive manufacturing (including, e.g., 3D printing activities) • IE manufacturing clusters
4. Healthcare and retirement	<ul style="list-style-type: none"> • Builds on established base of retirement developments in Beaumont/Banning • Responds to strong demographic trends • Leverages Beaumont’s unique balance of affordability and quality of life 	<ul style="list-style-type: none"> • Regional healthcare firms and facilities (in response to population growth) • Continuing care / assisted living

“Tactical” Priorities: Recommended New Initiatives to Achieve the EDSP Objectives

A set of new, immediate-priority initiatives are highlighted below and further detailed and discussed within the overall context of the EDSP in subsequent sections. These initiatives are extracted from the Year 1 (Initial) Work Program detailed in Chapter 4. The Potential Budget column shows two types of information: 1) Estimated staff hours (including both start-up time and ongoing time during year 1), derived from the “2000-hour” implementation scenario shown in a subsequent section on Table 14; and 2) Where relevant, dollar estimates for contract services and other expenditures outside of the City operating budget. Otherwise, staff hour estimates assume that existing staff, not all of which will be related to the economic development function, will be deployed in these efforts.

High-Priority Initiative	Immediate Steps	Potential Budget
<p>EDSP ORGANIZATION AND OPERATIONS</p> <p>Establish overall implementation approach and milestones.</p> <p>Institutionalize a system of partners who will participate in EDSP implementation.</p> <p>Establish an ED taskforce around the work program established by the EDSP.</p>	<p>Refine the list of near-term deliverables, consisting of meetings, working documents, and documentation of processes, as outlined in the Next Steps matrix, Table 14</p> <p>Working with prospective participants, individually and/or through meetings, prepare list of confirmed partners and their commitments to various framework elements, with target dates, milestones, etc.</p> <p>As part of “next steps” evaluation of individual action items, identify appropriate roles for ED taskforce or subcommittees.</p>	<p>Staff: 480 hours</p>
<p>ECONOMIC DEVELOPMENT MARKETING PROGRAM</p> <p>Develop marketing materials that reflect the comprehensive nature of planning and economic development programs within the City; closely coordinate economic development marketing with the Strategic Communications Plan and overall branding initiative currently being implemented by the City (e.g., adapting the tagline “A City Elevated” for ED marketing purposes).</p> <p>Incorporate City’s mission concepts related to sustainability, quality-of-life, and citizen values into marketing materials.</p> <p>Within economic development marketing materials, reflect the technology-focused framework that has helped inform industry targeting, including its relevance to prospective employers.</p> <p>Coordinate messages to jointly promote real estate development / revitalization and industry targeting (for all business types).</p> <p>Embed in marketing materials, as appropriate, messages that include mention of expected benefits to the local citizenry from economic development efforts.</p>	<p>Conduct work session(s) with City’s Public Information Officer (and branding consultant) to identify immediate opportunities to integrate economic development messages into the City’s larger communications/branding strategy.</p> <p>Within the framework of the City’s larger communications initiative, develop and implement an “economic development focused” marketing program (and related collateral materials).</p> <p>Review marketing programs and materials used by economic development partners, and key competitors, locally and regionally, for message-consistency with Beaumont programs/materials and to secure Beaumont’s market positioning.</p> <p>Consider retaining outside professional assistance to support development of the initial market program.</p>	<p>Staff: 200 hours</p> <p>\$40,000 - for marketing professionals if used</p>

High-Priority Initiative	Immediate Steps	Potential Budget
<p>EXISTING-BUSINESS RETENTION AND EXPANSION (BRE)</p> <p>Business Outreach. Utilize various approaches to expand communication with existing firms, to achieve any or all of the following purposes:</p> <ul style="list-style-type: none"> Identify any needs for business assistance. Connect businesses with available support resources. Probe businesses' sense of locational advantages and disadvantages of being in Beaumont (including regional assets such as the two nearest airports). Relate these findings to the process of refining/updating industry targets. Identify any needs for coordinating operational or expansion requirements with local regulatory bodies. 	<p>Based on a review of options – including systems that might be in use within the region and those available through vendors and in common use, or independently designing a system – select preferred method(s) for sustaining a robust outreach process and identify the necessary resources to implement.</p> <p>Launch high-profile BRE program with a heavy initial focus on increasing direct communication with and outreach to the existing business community. Program should include a mix of the following outreach methods:</p> <ul style="list-style-type: none"> Business surveys Quarterly meetings/mixers with the business community (potentially focused on different business/ industry types each quarter) In-person visits to key businesses (potentially also including City Council members) 	<p>Staff: 460 hours \$30,000 - for use of BRE systems if required.</p>
<p>INDUSTRY TARGETING</p> <p>Local-serving (retail) businesses. Use data from research conducted for the EDSP to detail conditions related to, and define strategies for addressing, retail leakage conditions in the City, in relation to the City's competitive position with respect to commercial development characteristics (including market advantages / disadvantages) of surrounding communities.</p> <p>Implement retail tenant recruitment program, in partnership with interested property owners, as part of expanded marketing efforts.</p> <p>Higher-wage industries. Refine, prioritize, and update target-industry (employer) prospects, through:</p>	<p>Local-serving (retail) businesses. Identify highest-priority retail tenant targets (i.e., names of specific retail/ restaurant chains) based on the following process:</p> <ul style="list-style-type: none"> Review category-by-category retail demand projections in the real estate market study prepared for the EDSP; Conduct meetings with management of existing and future major shopping centers to identify opportunities to collaborate on retail tenant recruitment; Conduct online survey of Beaumont residents (and potentially residents of Banning and Calimesa) to 	<p>Staff: 284 hours \$15,000 - annually for 1-2 years, then periodically after, if using outside vendor databases</p>

High-Priority Initiative	Immediate Steps	Potential Budget
<ul style="list-style-type: none"> Monitoring large-scale patterns of change in technology and application of technology – to manufacturing and distribution, offshoring/onshoring of production, and similar considerations. Exploring opportunities for leveraging the presence of the two nearest airports as business attractors, by expanding awareness of the different types of companies/industries now taking advantage of each of those facilities, the airports’ plans for expansion and development, and other considerations. (Business parks co-located with the airports may represent, for Beaumont, one of the nearest aspirational developments of this type.) Incorporating consideration of how changes in technology can improve connectivity of outlying communities, for both the general development and specifically for tech-related businesses 	<p>pinpoint consumer priorities for new retail and restaurant businesses in the region.</p> <p>Develop retail-specific marketing materials as part of overall ED marketing program.</p> <p>Review options for partnerships and other resources related to retail tenant recruitment (including commercial real estate brokers; developers, etc.).</p> <p>Higher-wage industries. Identify highest-priority (employer) target industries based on the following process:</p> <ul style="list-style-type: none"> Conduct workshop with ED Committee to review target industry/cluster study prepared for the EDSP; Meet with partner agencies to determine compatibility of their industry attraction efforts with Beaumont’s strongest market opportunities; Meet with industrial developers, property owners and brokers to identify opportunities to collaborate on industrial tenant attraction. 	
ENTREPRENEURIAL DEVELOPMENT		
<p>Investigate extent to which existing entrepreneurial-development programs / facilities in the region meet the needs for the kinds of entrepreneurs present and anticipated in Beaumont, recognizing the different types of support needed by local-consumer startups and tech-oriented startups.</p> <p>Confirm the relevance of tying into an existing networking system / program in the region directed towards entrepreneurs (1 Million Cups), as a means of expanding entrepreneurs’ awareness of one another and relevant resources, etc.</p>	<p>Using information in the ESDP as a point of departure, meet with existing providers in the region and prepare summary of the extent to which these programs / facilities can serve Beaumont entrepreneurs’ needs.</p> <p>Prepare coordination framework showing how the City, through partners if possible, can be represented (as appropriate) within existing entrepreneur-coordination groups currently active in the region.</p>	<p>Staff: 80 hours</p>

High-Priority Initiative	Immediate Steps	Potential Budget
<p>REAL ESTATE DEVELOPMENT AND REVITALIZATION / REDEVELOPMENT</p> <p>Continually monitor coordination efforts between the General Plan and other research work and economic development objectives and actions. For example:</p> <ul style="list-style-type: none"> • Explicitly relate planned commercial/industrial areas to industry targets and the City’s overall economic development approach. • Show how areas designated for revitalization relate to economic development targets and programs. • Show how the repurposing of certain structures/areas can support startup companies. 	<p>Prepare coordination framework showing how the City’s planning and revitalization efforts are best aligned with marketing messages and other economic development efforts, including BRE, recruitment, etc.</p>	<p>Staff: 100 hours</p>
<p>COORDINATION FRAMEWORK FOR OTHER STRATEGY GROUPS AND ACTION ITEMS</p> <p>In addition to the core economic development activities outlined above, the EDSP includes a range of strategies that are intended to support and enhance the effectiveness of the core marketing and business development efforts. The “support” strategy groups address the following topics:</p> <ul style="list-style-type: none"> • Development streamlining • City fiscal policies • Infrastructure development • Workforce development • Placemaking • Quality of life 	<p>Develop “coordination frameworks” to establish general protocols for the interface between the City’s economic development program and various “support” functions as noted. The coordination frameworks will help ensure that the City’s various development-related policies remain in sync with Economic Development and, when appropriate, facilitate future policy adjustments to maximize the alignment of related programs.</p>	<p>Staff: 80 hours (initial focus)</p>

3. Highlights of Background/Technical Studies

A. Market Overview/Demographics

The Market Overview report was prepared to provide background information and data for the Beaumont EDSP. The report contains demographic and economic data at multiple levels of geography (primarily Beaumont, Riverside County, and the state of California, and different areas are also used as noted) to allow for comparison of local conditions to the two reference-area benchmarks. This report was intended, within the sequence of work conducted for the EDSP, to provide an *initial* overview of economic and demographic conditions in Beaumont using publicly available data. Subsequent work on the EDSP, for example the industry cluster analysis, was based on supplemental, data sources that provided additional detail.

Demographic and Economic Data/Forecasts

Census-Based Demographic and Economic Overview

The following data were obtained from the U.S. Census Bureau, American Community Survey (ACS) 5-year estimates (2012-16). Table 1 below provides a summary of household and education-related data from the ACS. The table shows that Beaumont has a relatively high share of *family-type* households relative to the County and the State. Beaumont's share of households below the poverty rate is below that of the County and the State. In addition, median household income in Beaumont (\$68,369) is higher than the comparable County and State figures. For the population 25 years and over, close to one-fourth (24.5%) of the City's population has a bachelor's degree or a graduate or professional degree. This share compares favorably to the County (21.2%) but is below the State share (32.0%). For the fields of bachelor's degrees, 29.1% of Beaumont's residents have Science and Engineering degrees, which is below the County (33.5%) and State (40.9%) shares. Beaumont has a relatively high share in Science and Engineering *Related* fields (14.0%), compared to the County (10.1%) and the State (7.9%).

TABLE 1. HOUSEHOLD AND EDUCATION-RELATED DATA – BEAUMONT, RIVERSIDE COUNTY, AND CALIFORNIA

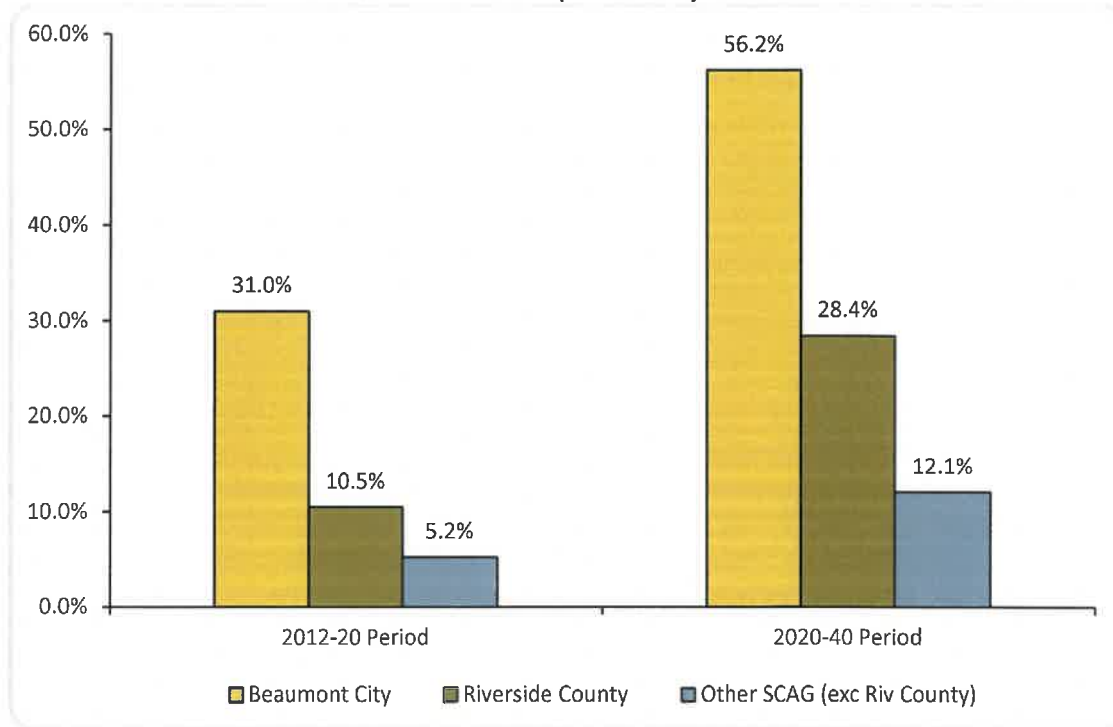
	Beaumont	Riverside County	California
Household-Related Data Variables			
Percentage of Family households	78.9%	73.5%	68.7%
Percentage of Households below poverty level	11.3%	16.5%	15.8%
Median Household Income	\$68,369	\$57,972	\$63,783
Education-Related Data Variables			
Percentage of the population 25 years and over that have attained a bachelor's degree or higher	24.5%	21.2%	32.0%
Percentage of the Fields of Bachelor's Degrees attained by the population			
Science and Engineering Fields	29.1%	33.5%	40.9%
Science and Engineering-Related Fields	14.0%	10.1%	7.9%
Business Fields	21.7%	21.4%	17.9%
All other fields combined	35.2%	35.0%	33.3%

Source: U.S. Census Bureau, 2012-2016 American Community Survey 5-Year Estimates; TNDG.

Demographic and Employment Forecasts

To provide additional context on the city-level SCAG forecasts, the following two figures (Figure 2 and Figure 3) compare Beaumont’s projected growth – in population and employment – relative to the County and the remaining SCAG region¹. The figures further illustrate the City’s recent and projected rapid demographic and employment growth, as Beaumont is projected to grow at a higher rate than the two benchmark areas.

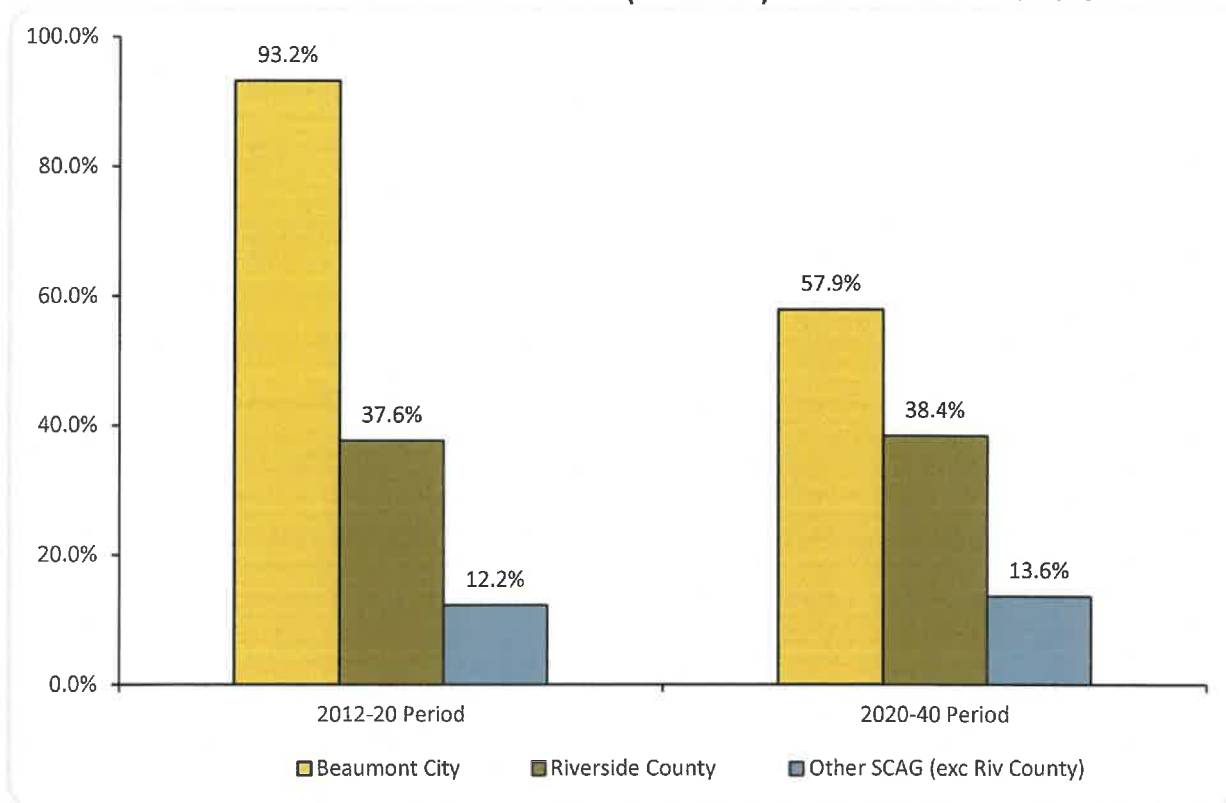
FIGURE 2. SCAG POPULATION FORECASTS (% GROWTH): 2012-2020 AND 2020-2040



Source: SCAG 2016 RTP; TNDG

¹ The SCAG region includes the following six-county region: Imperial, Los Angeles, Orange, Riverside, San Bernardino, and Ventura.

FIGURE 3. SCAG EMPLOYMENT FORECASTS (% GROWTH): 2012-2020 AND 2020-2040

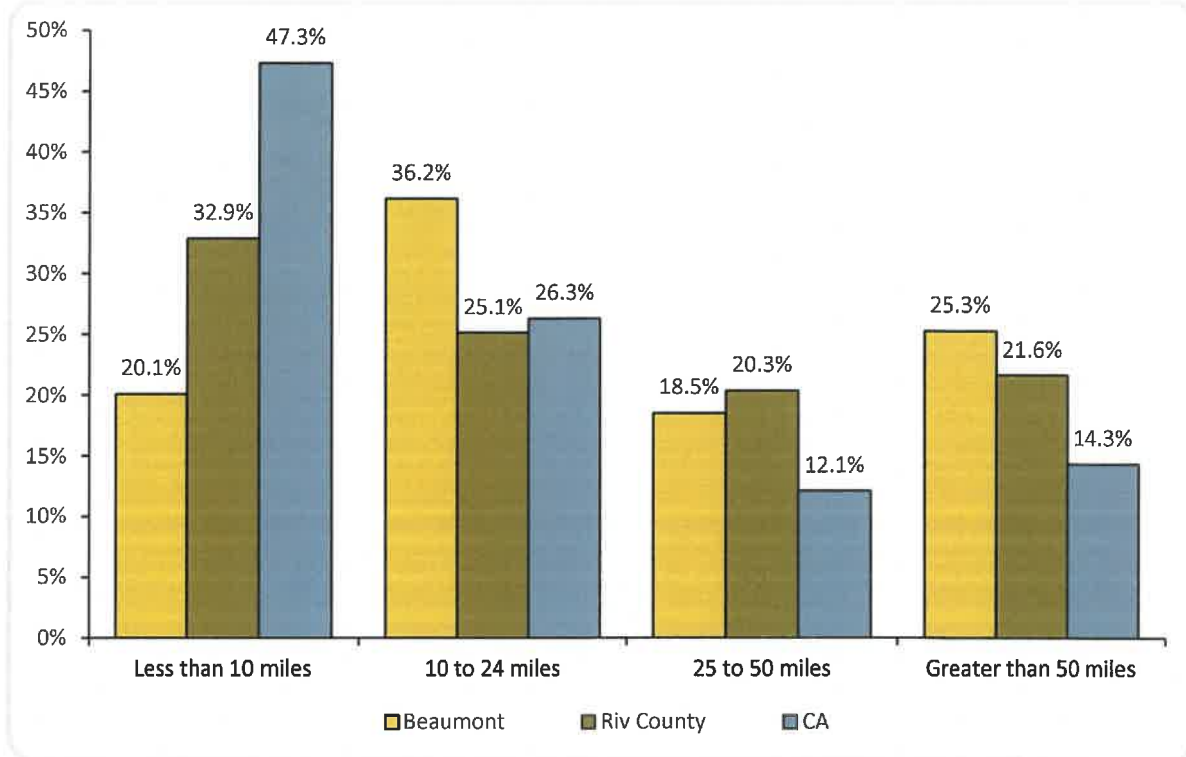


Source: SCAG 2016 RTP; TNDG.

Labor Force Data

The data in these figures are from the U.S. Census Bureau, Longitudinal Employer-Household Dynamics (LEHD) program. Figure 4 below provides travel distance ranges to work for the City’s labor force relative to County and State benchmarks. The figure shows that Beaumont’s resident labor force tends to have longer distance commutes relative to the overall labor force in the County and in the State.

FIGURE 4. TRAVEL DISTANCES (MILE RANGES) TO WORK: BEAUMONT, RIVERSIDE COUNTY, AND CA, 2015

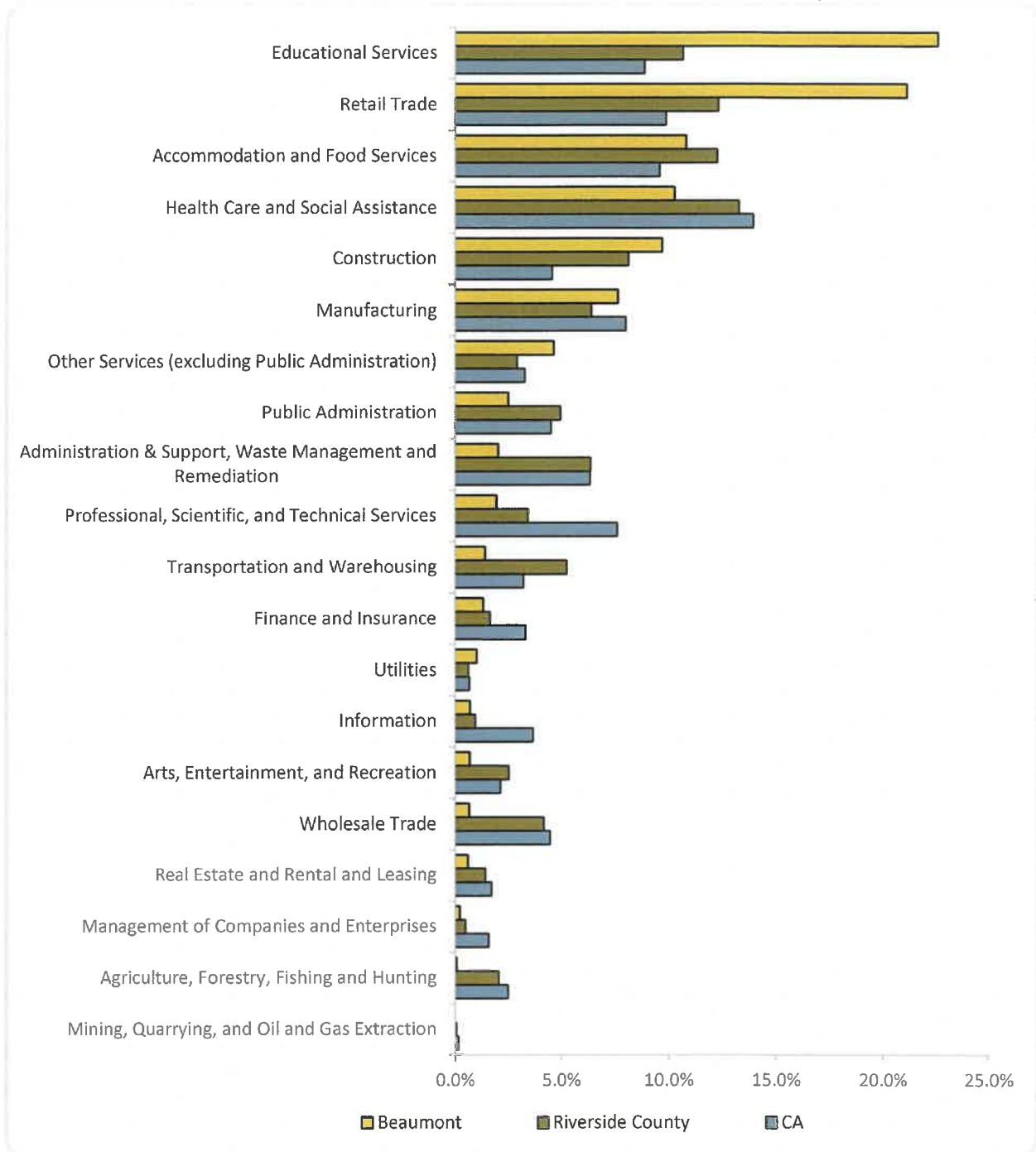


Source: U.S. Census Bureau, Longitudinal Employer-Household Dynamics (LEHD) program, 2015. Accessed at <https://onthemap.ces.census.gov>.

Employment Overview

The LEHD program also provides employment data by industry at various levels of geography. Figure 5 shows that Beaumont had the largest shares of employment (jobs located in the city) in the Educational Services and Retail Trade industries relative to the two benchmark regions. Compared to the State, Beaumont has a much smaller share of employees in the relatively high-paying Professional, Scientific, and Technical Services industry – 2.0% compared to 7.6%.

FIGURE 5. SHARE OF PLACE-OF-WORK EMPLOYMENT BY INDUSTRY BY AREA, 2015



Source: U.S. Census Bureau, Longitudinal Employer-Household Dynamics (LEHD) program, 2015. Accessed at <https://onthemap.ces.census.gov>.

Building Permit and Taxable Sales Data

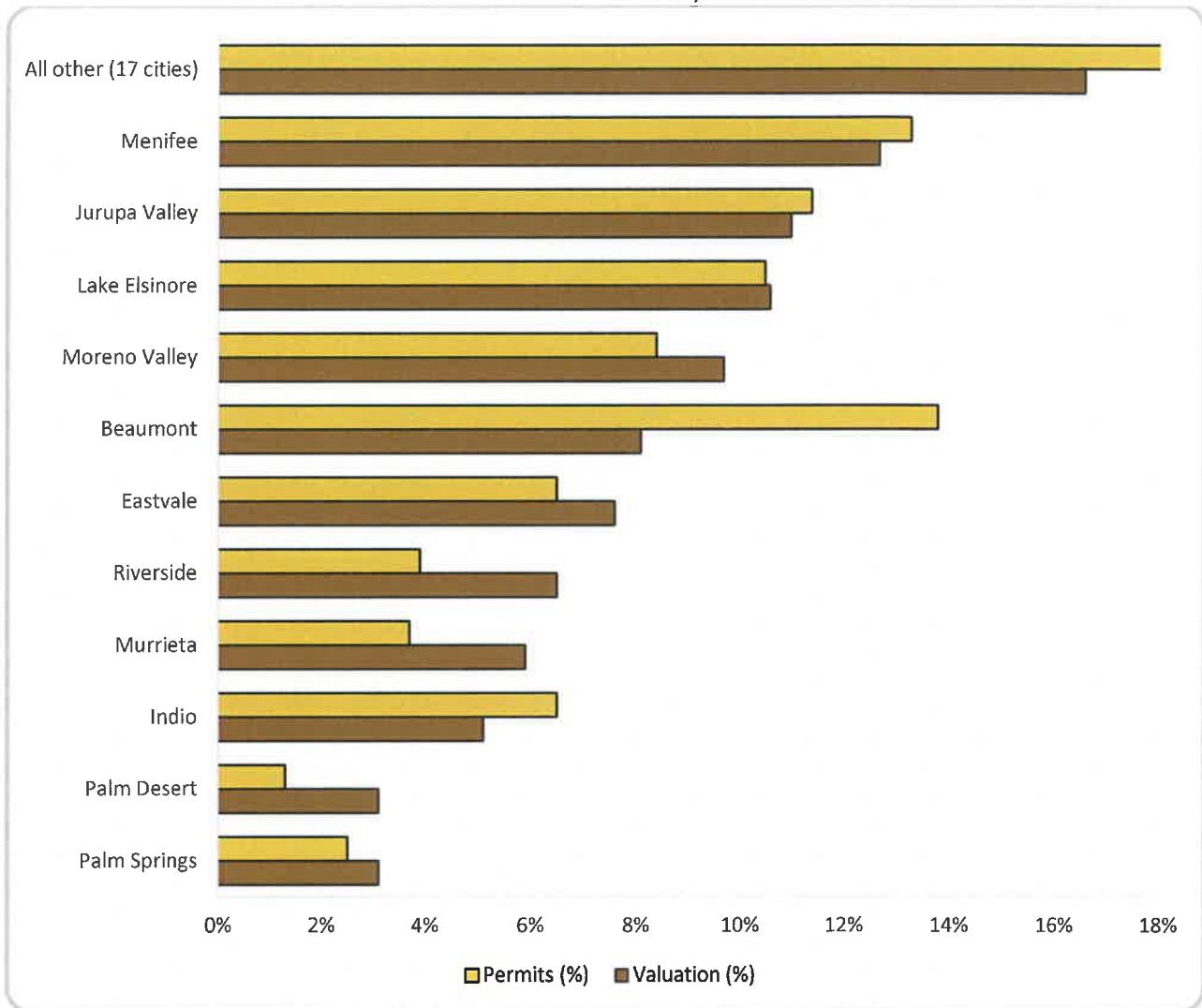
This section examines building permit and taxable sales data for the City of Beaumont compared to other areas. The U.S. Census Bureau provides city-level building permit data through its Place Level Residential Building Permit Statistics survey. For taxable sales data, this section evaluates data for Beaumont, Riverside County, and the State of California, as provided by the California State Board of Equalization (SBOE).

Building Permit Data

In 2010, the value of building permits issued in Beaumont stood at \$54.1 million. However, valuations declined in 2011 (\$25.7 million) and were still below the 2010 level as of 2012 (\$41.7 million). In 2017, the City experienced a significant increase in activity: total permits reached a valuation of \$125 million.

Figure 6 shows the distribution of private residential building permits, in number of permits and valuation, among Riverside County incorporated cities in 2017. At close to 14%, Beaumont accounted for the largest share of residential building permits among the Riverside County cities. In terms of valuation, Beaumont had the fifth-highest share (at 8.1%) among County cities.

FIGURE 6. DISTRIBUTION OF PRIVATE RESIDENTIAL BUILDING PERMIT ACTIVITY AND VALUATION IN RIVERSIDE COUNTY FOR INCORPORATED CITIES, 2017

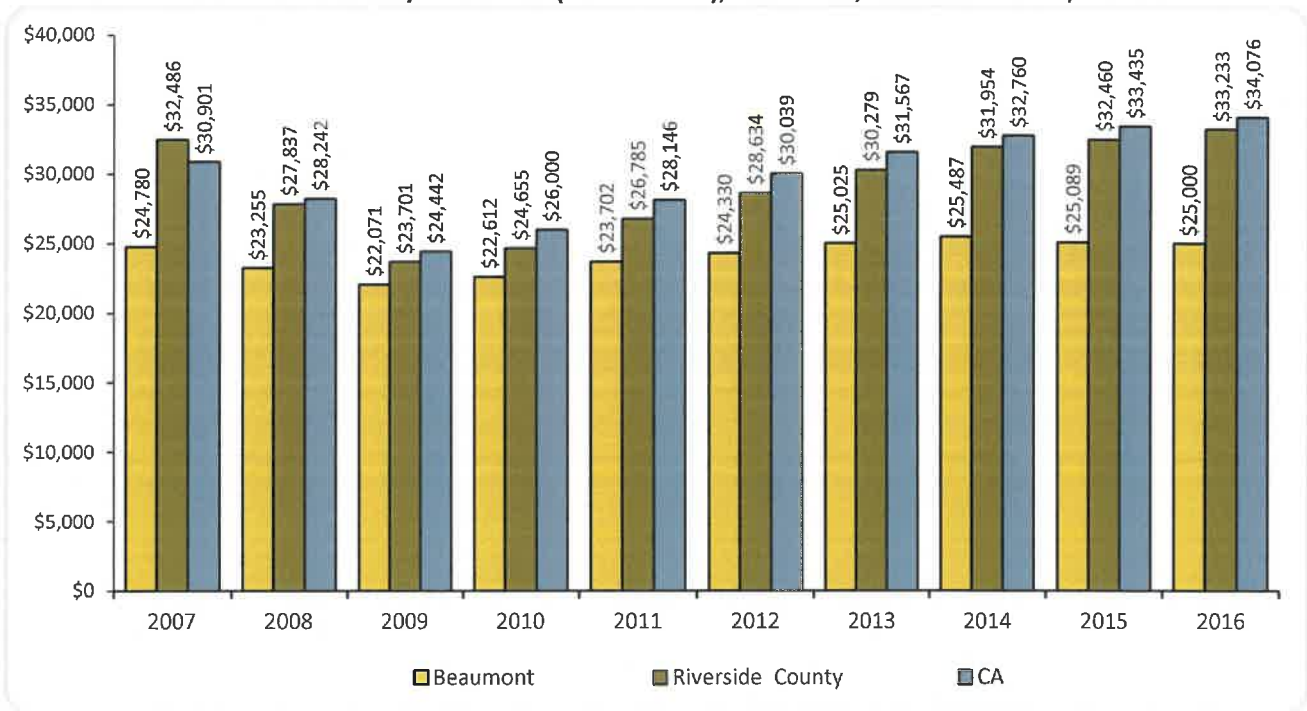


Source: U.S. Census Bureau, Manufacturing and Construction Division; TNDG.

Taxable Sales Data

Data for taxable retail sales, as provided by the SBOE, indicate that retail sales in Beaumont have increased by about \$120.9 million between 2007 and 2016, or by 51%. While these figures are impressive, the data also suggest that this was due to significant population growth in the City during the same period. Figure 7 shows taxable sales per household for the city, county, and the state. Since 2010, this retail sales measure is essentially flat for Beaumont, indicating that recent overall sales growth has been driven by increases in City household totals, not from growth in spending per household. In contrast, the taxable retail sales per household continued to expand at the County and the State level. However, while sales per household declined markedly for the county and state from 2007 through 2009, the decreases in Beaumont were not as dramatic.

FIGURE 7. TAXABLE RETAIL SALES/HOUSEHOLD (2007 – 2016), BEAUMONT, RIVERSIDE COUNTY, AND CALIFORNIA



Source: SBOE; TNDG

B. Competitive Assessment

This section summarizes TNDG’s examination of Beaumont’s competitive position relative to 12 comparison cities, using a variety of data pertaining to demographics, employment, and quality of life measures. Some of the topics in this section are re-introduced from the Market Overview, summarized above, but focused here on comparing Beaumont with the 12 comparison cities.

The list of comparison cities was selected by TNDG and City staff, and is comprised of comparably-sized communities as well as larger places that both have a geographic relevance and represent various aspects of the “next level” of development that Beaumont could potentially achieve within the next 20 years. The 12 cities are:

Banning	Palm Desert
Chino Hills	Rancho Cucamonga
Corona	Redlands
Indio	San Marcos
Moreno Valley	Victorville
Murrieta	Yucaipa

In the report tables, these 12 cities represent the “Competitive Set” for which figures have also been tabulated, as summations or other appropriate indicators.

This summary of the Competitive Assessment includes the following topics, which are representative of the total set of tabulated data in that report:

- Median Household Income and Per Capita Income
- Owner-Occupied Housing and Single-Family Detached Housing
- Educational Attainment
- Resident Workers by Industry Composition
- Labor force participation rate by age segment
- Travel Time to Work
- Jobs by Industry Composition
- Comparison of the Jobs and Resident Workers by Industry Composition
- Crime Rate

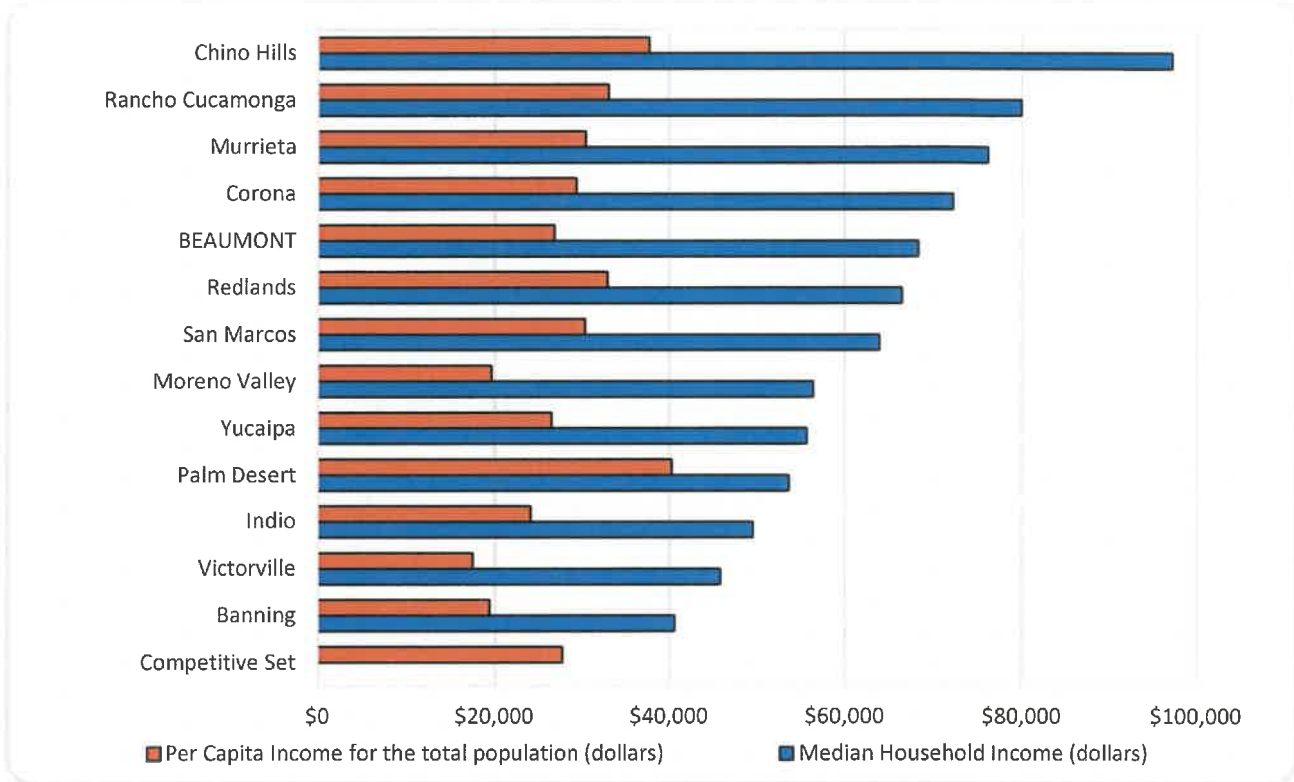
Generally and where relevant, the graphical representations of data are sorted from highest to lowest values. A summary of the conclusions from the data related to the selected topics is shown below:

Figure Topics	City’s Position	Benefits	Challenges
Median Household Income and Per Capita Income	Average for Median Household Income; Lower than average Per Capita Income	Suggests moderately priced community	
Owner-Occupied Housing and Single-Family Detached Housing	Higher inventory of detached Single-Family homes that are owner-occupied	Suggests commitment to community	Possible scarcity and gap in housing options and therefore affordability

Figure Topics	City's Position	Benefits	Challenges
Educational Attainment	Very similar to the competitive set average		About half of other communities would tend to be more competitive on basis of skilled workforce
Resident Workers by Industry	Slightly above average in manuf., above average in educational services/health care	Indicative of a solid semi-skilled workforce and skilled workforce specifically in the educational/health care services industries	
Labor Force Participation Rate by Age Segment	Average in comparison to other cities, slightly below average for those 65 to 74	All comparative cities, including Beaumont, generally have relatively high numbers of workers in upper age brackets, which can be an untapped resource	
Travel Time to Work	Highest category 30 to 44 minutes		Higher commute times indicate a need to balance employment opportunities with the residential base
Jobs by Industry	Slightly above average in manuf., above average in retail trade, and educational services/health care; below average in information, professional services, and accommodations	Presence of manufacturing helps diversify the economy	Professional Services would appear to be an industry target on this basis
Comparison of the Number of Jobs and Resident Workers	Resident workers far outnumber the number of jobs, and this imbalance is relatively pronounced in Beaumont in comparison		This is another indication of the need to bring the community into a greater jobs/workers balance
Crime Rate	Near the average		These numbers suggest room for improvement

Census Demographic Summary

FIGURE 8. MEDIAN HOUSEHOLD INCOME AND PER CAPITA INCOME, 2017



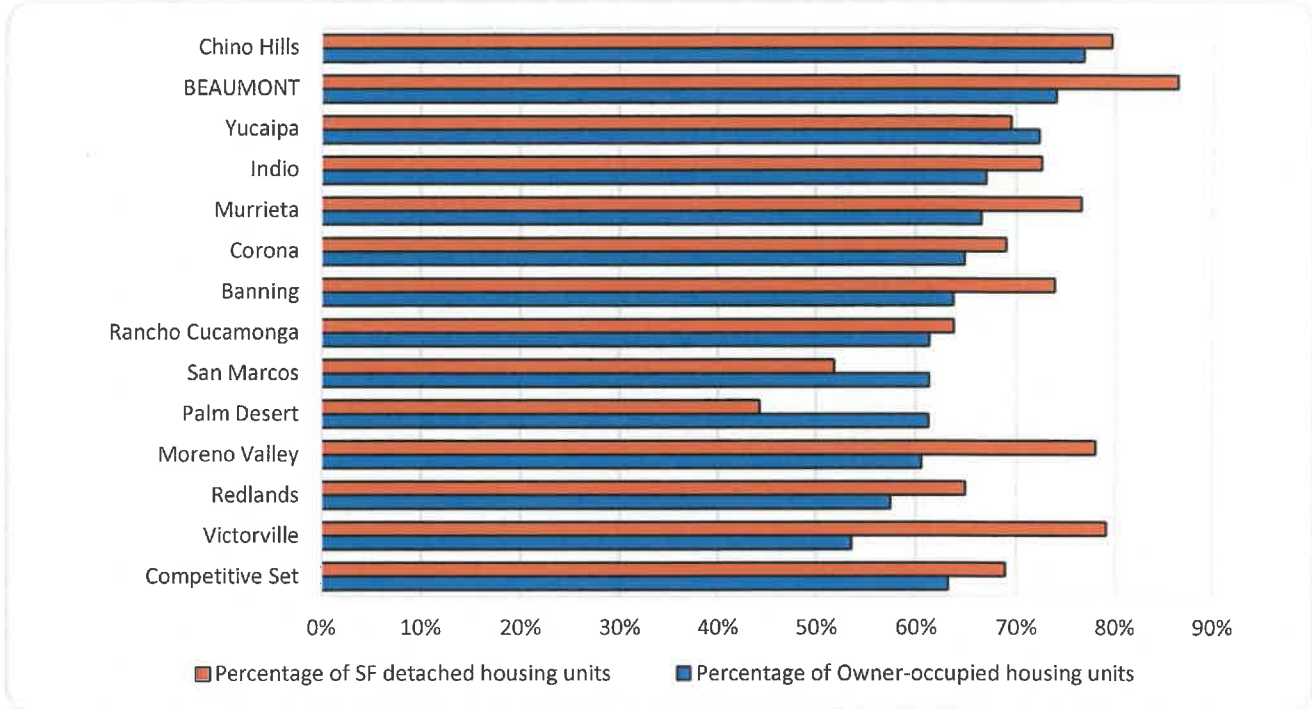
Note: 1. Competitive set totals/average includes competitive set of cities, excluding Beaumont.

1. The Competitive set does not have a represented Median Household Income.

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates; TNDG

Employment Data and Workforce Characteristics

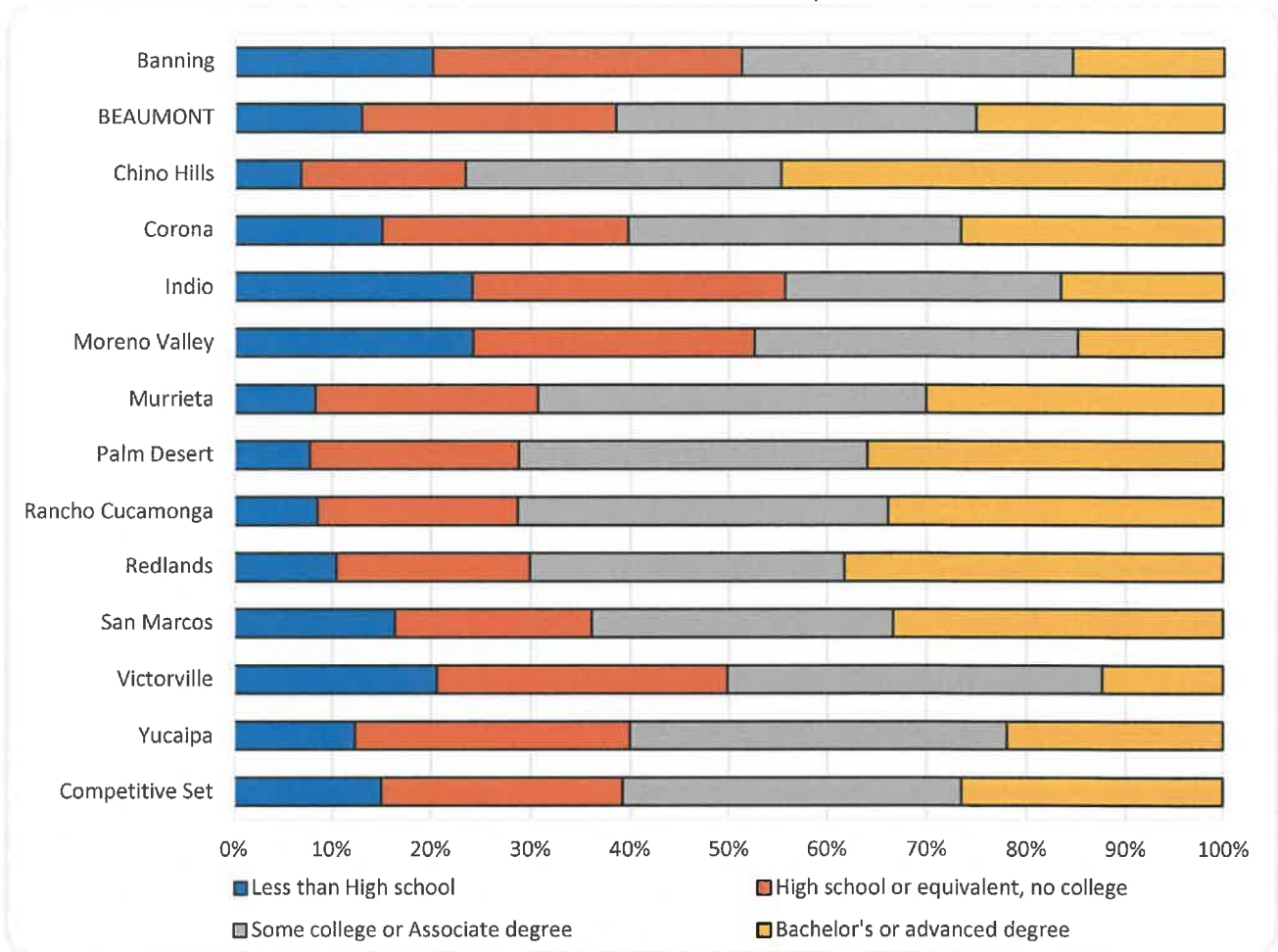
FIGURE 9. PERCENTAGE OF OWNER-OCCUPIED HOUSING AND SINGLE-FAMILY DETACHED HOUSING, 2017



Note: Competitive set totals/average includes competitive set of cities, excluding Beaumont.

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates; TNDG

FIGURE 10. EDUCATIONAL ATTAINMENT, 2017

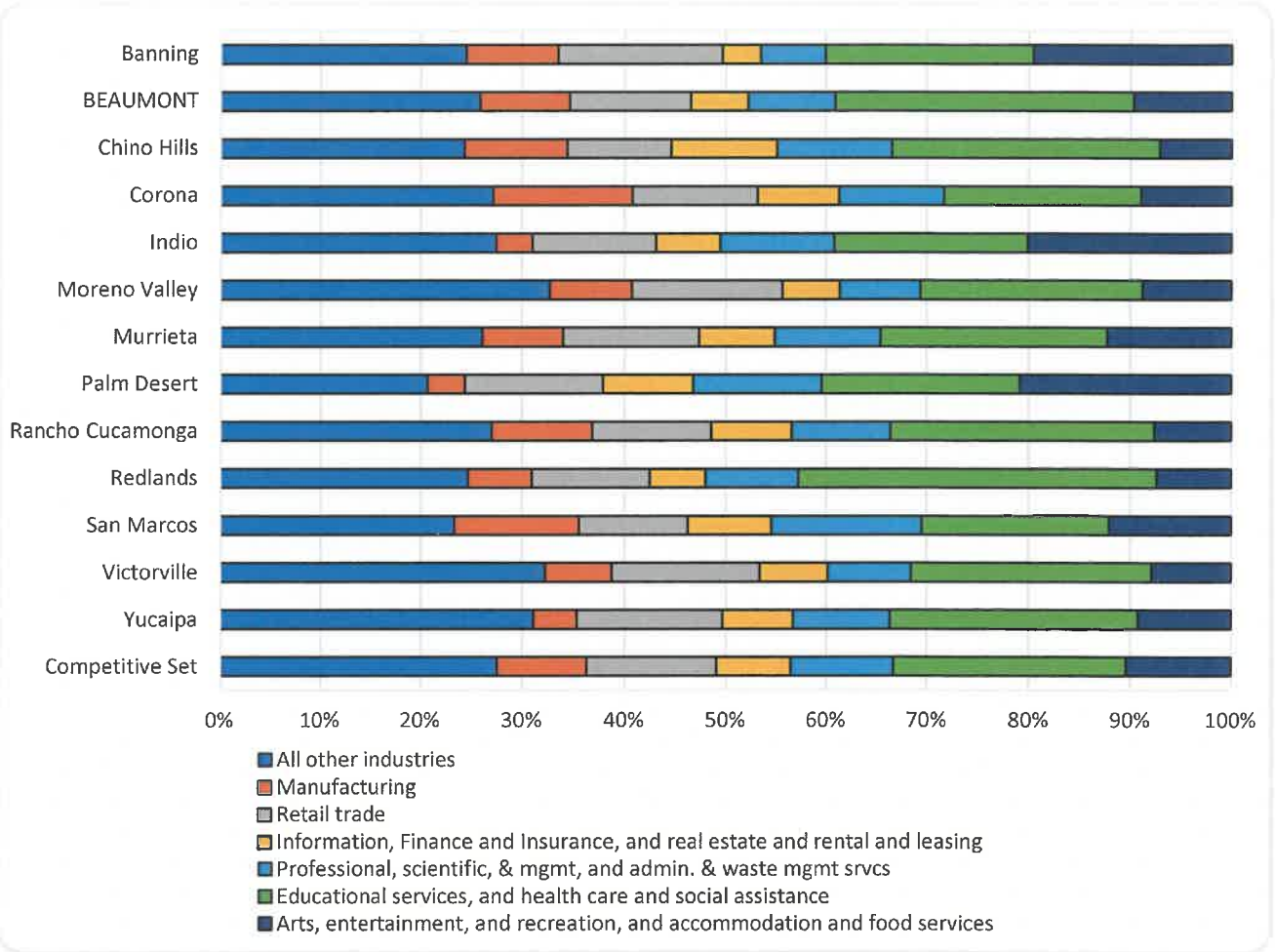


Notes: Population 25 years old and older. Percent attaining the levels shown.

Competitive set totals/average includes competitive set of cities, excluding Beaumont.

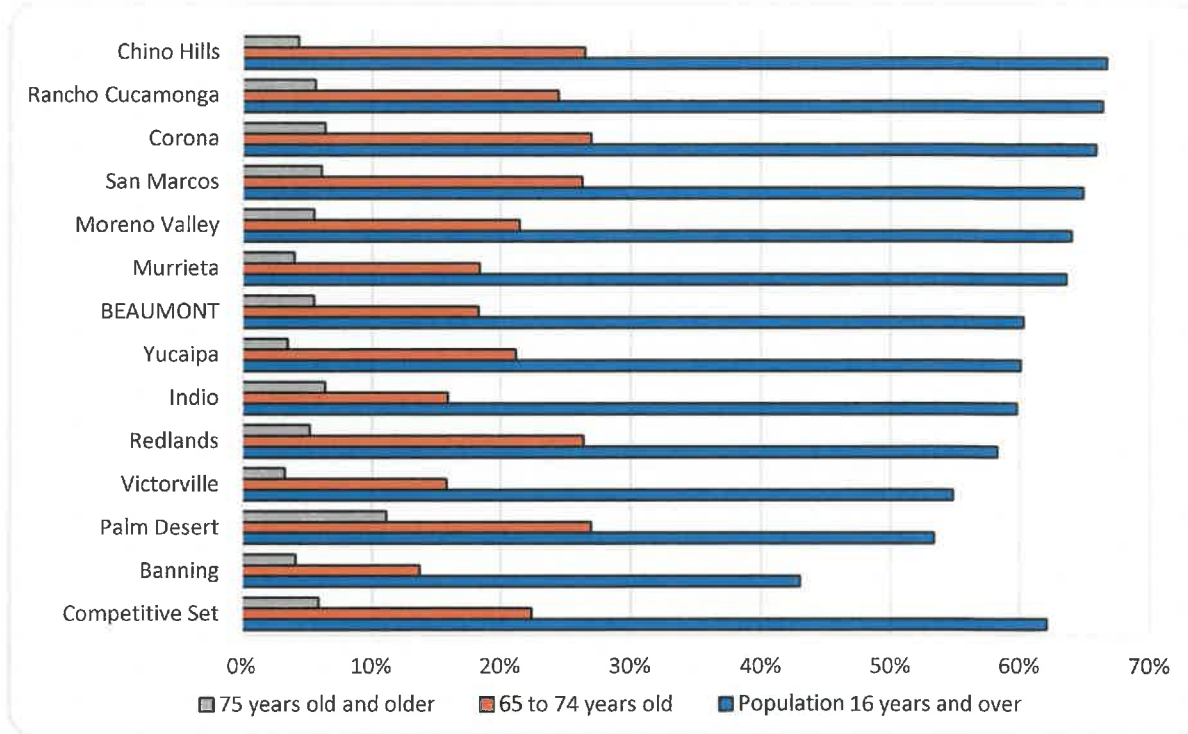
Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates; TNDG

FIGURE 11. PERCENTAGE OF RESIDENT WORKERS BY INDUSTRY, 2017



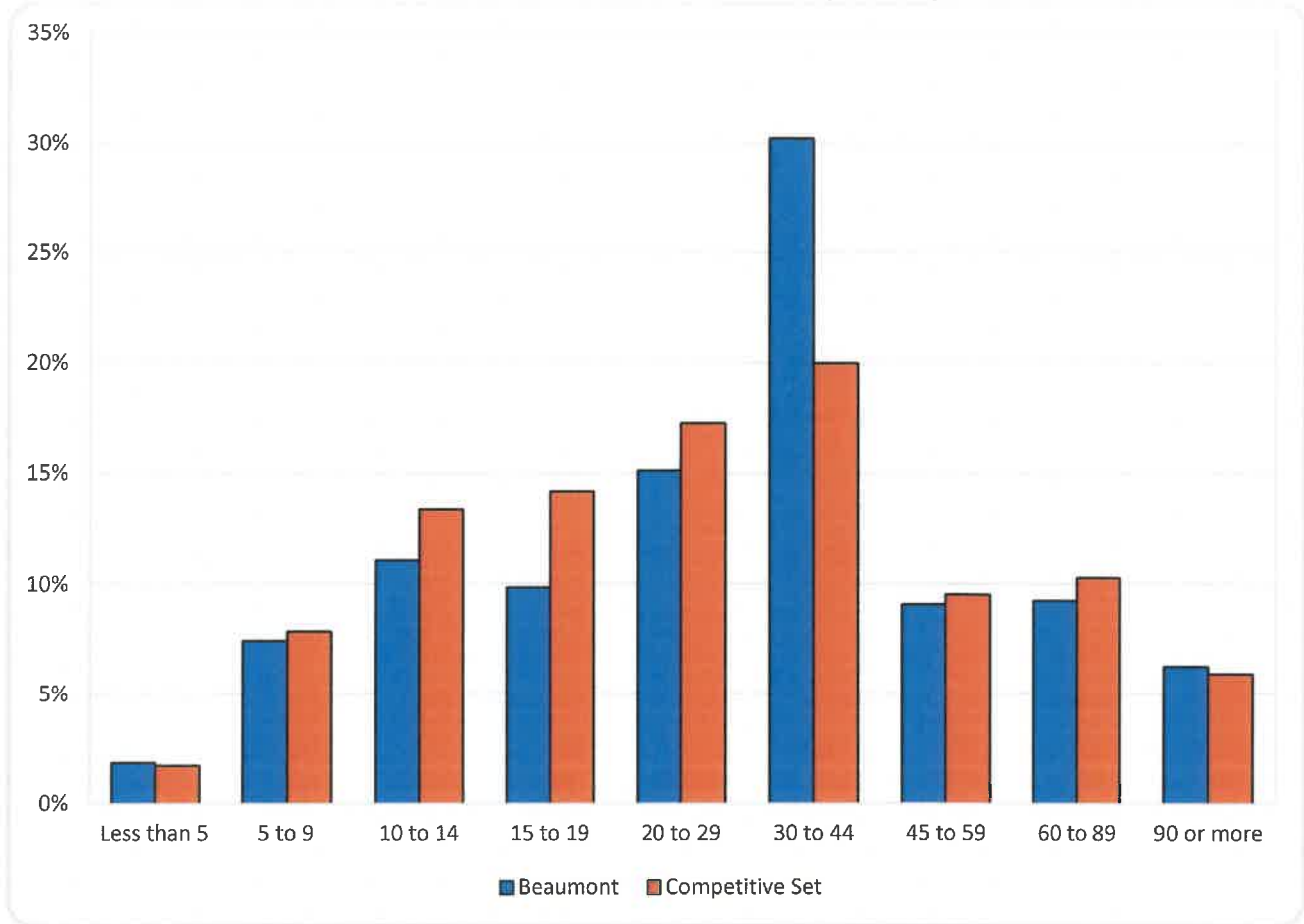
Note: Competitive set totals/average includes competitive set of cities, excluding Beaumont.
 Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates; TNDG

FIGURE 12. LABOR FORCE PARTICIPATION RATE BY AGE SEGMENT, 2017



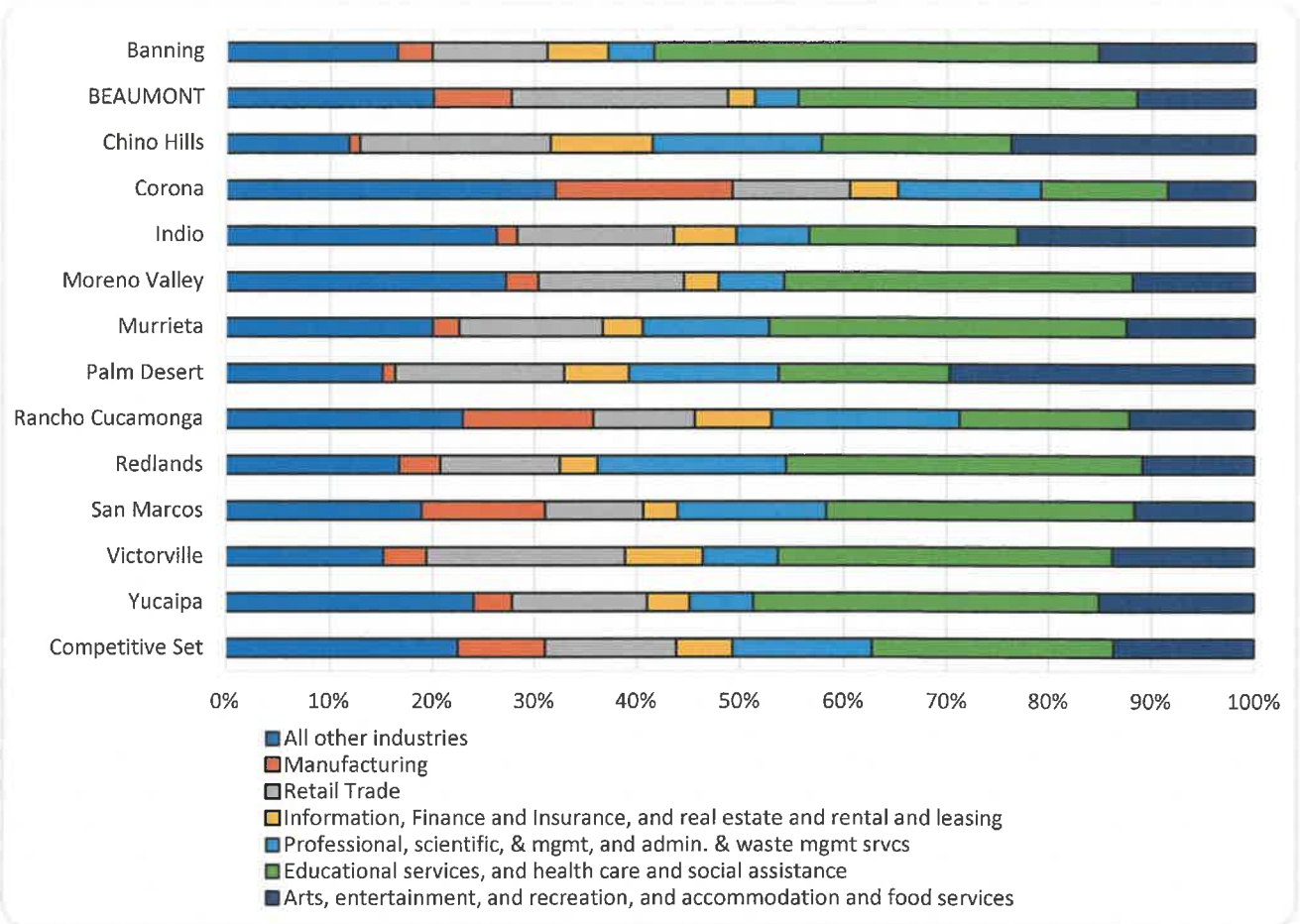
Note: Competitive set totals/average includes competitive set of cities, excluding Beaumont.
 Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates; TNDG

FIGURE 13. TRAVEL TIME TO WORK, 2017 (MINUTES)



Note: Competitive set totals/average includes competitive set of cities, excluding Beaumont.
 Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates; TNDG

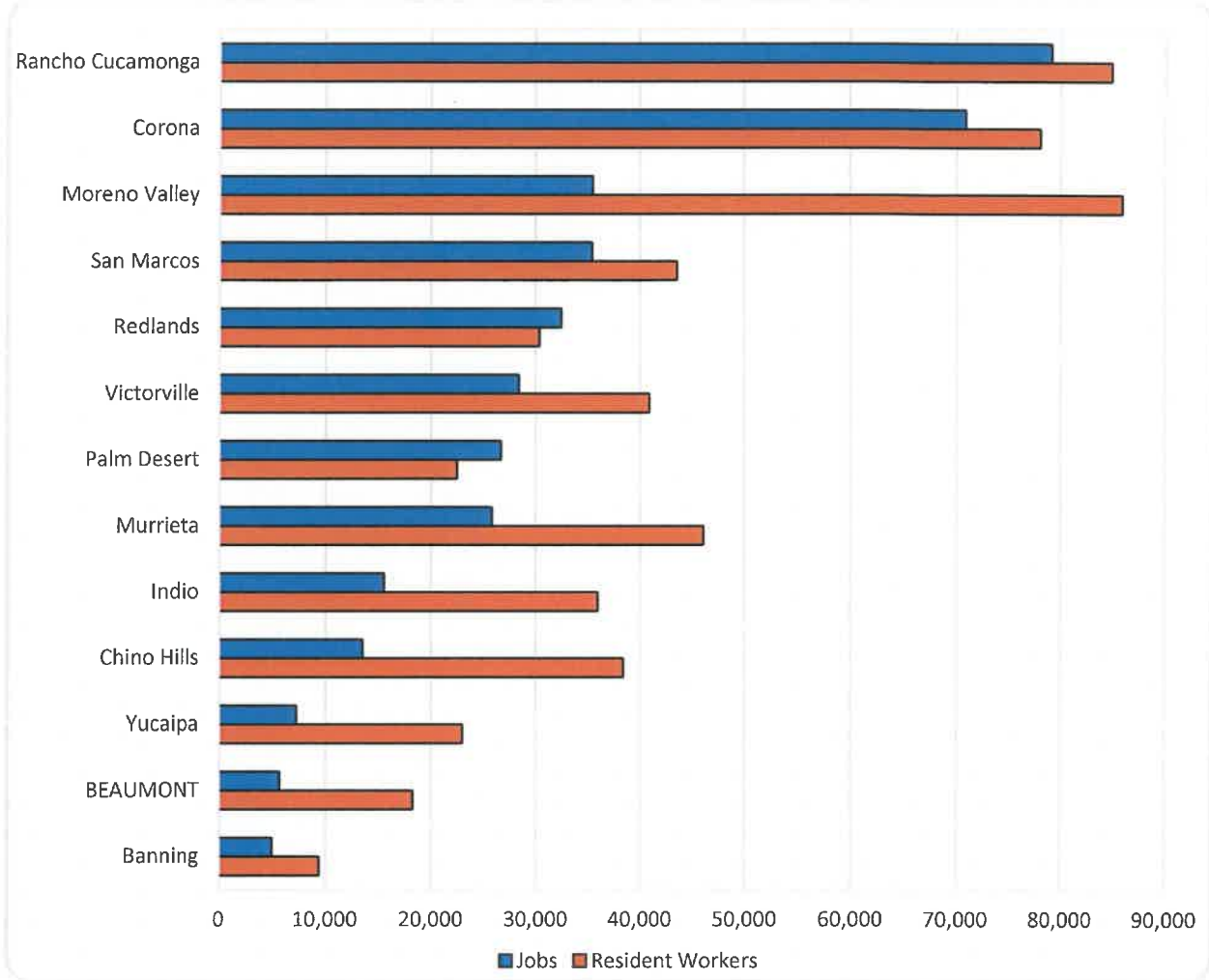
FIGURE 14. PERCENTAGE OF JOBS BY INDUSTRY, 2015



Note: Competitive set totals/average includes competitive set of cities, excluding Beaumont.

Source: U.S. Census Bureau, Longitudinal Employer-Household Dynamics (LEHD) program, 2015. Accessed at <https://onthemap.ces.census.gov>; TNDG

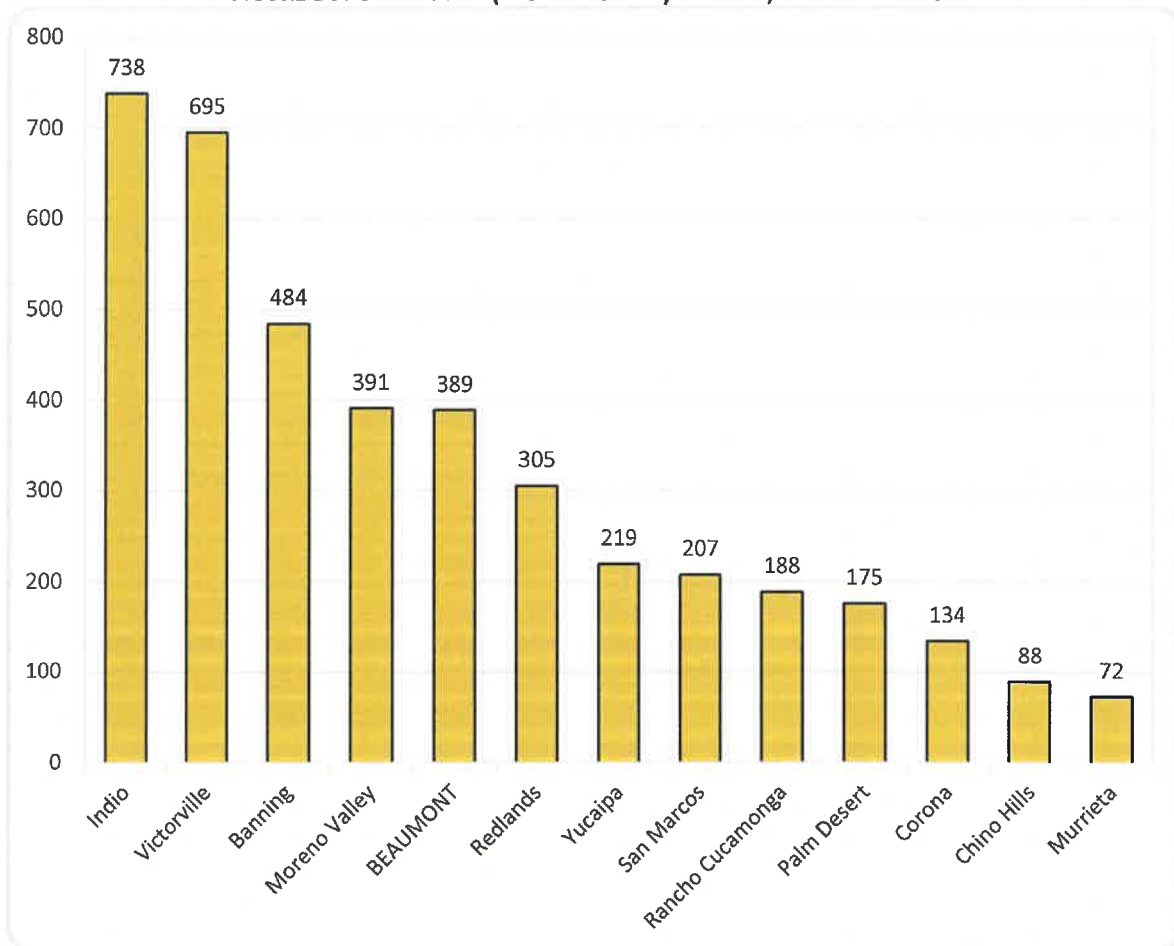
FIGURE 15. COMPARISON OF NUMBER OF JOBS AND RESIDENT WORKERS BY CITY



Note: Jobs refer to data estimates compiled from the U.S. Census Bureau’s LEHD program OnTheMap 2015 and Resident Workers refer to estimates compiled from the U.S. Census Bureau’s ACS 2017 5-year estimates.
 Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates; U.S. Census Bureau, Longitudinal Employer-Household Dynamics (LEHD) program, 2015. Accessed at <https://onthemap.ces.census.gov>;
 TNDG

Quality of Life Measures

FIGURE 16. CRIME RATE (VIOLENT CRIME) PER 100,000 POPULATION



Source: FBI, Uniform Crime Reports, prepared by the National Archive of Criminal Justice Data.

C. Target Industries: Leveraging Established Strengths with Emerging Opportunities

This section summarizes screening processes and identification of prospective target industries/activities for the City of Beaumont. The full Target Industry Analysis Report, a separate document, is one component of the City's Economic Development Strategic Plan (EDSP). The target industry analysis process includes the following distinct phases:

- A. The basis for looking for industries to be the targets of economic development efforts;
- B. Defining targeting opportunities;
- C. Identifying targeting opportunities; and
- D. Results of targeting processes.

The basis for looking for industries to be the targets of economic development efforts

Multiple considerations come into play when considering what industries should be the target of economic development efforts:

- City goals, derived from an economic development strategic planning exercise, or other planning efforts, can be brought into the decision process at any point;
- In the absence of intervention, local economies evolve along a path of least resistance, following market forces; and
- Underlying principles for industry targeting generally include fostering economic growth and diversification.

Defining targeting opportunities

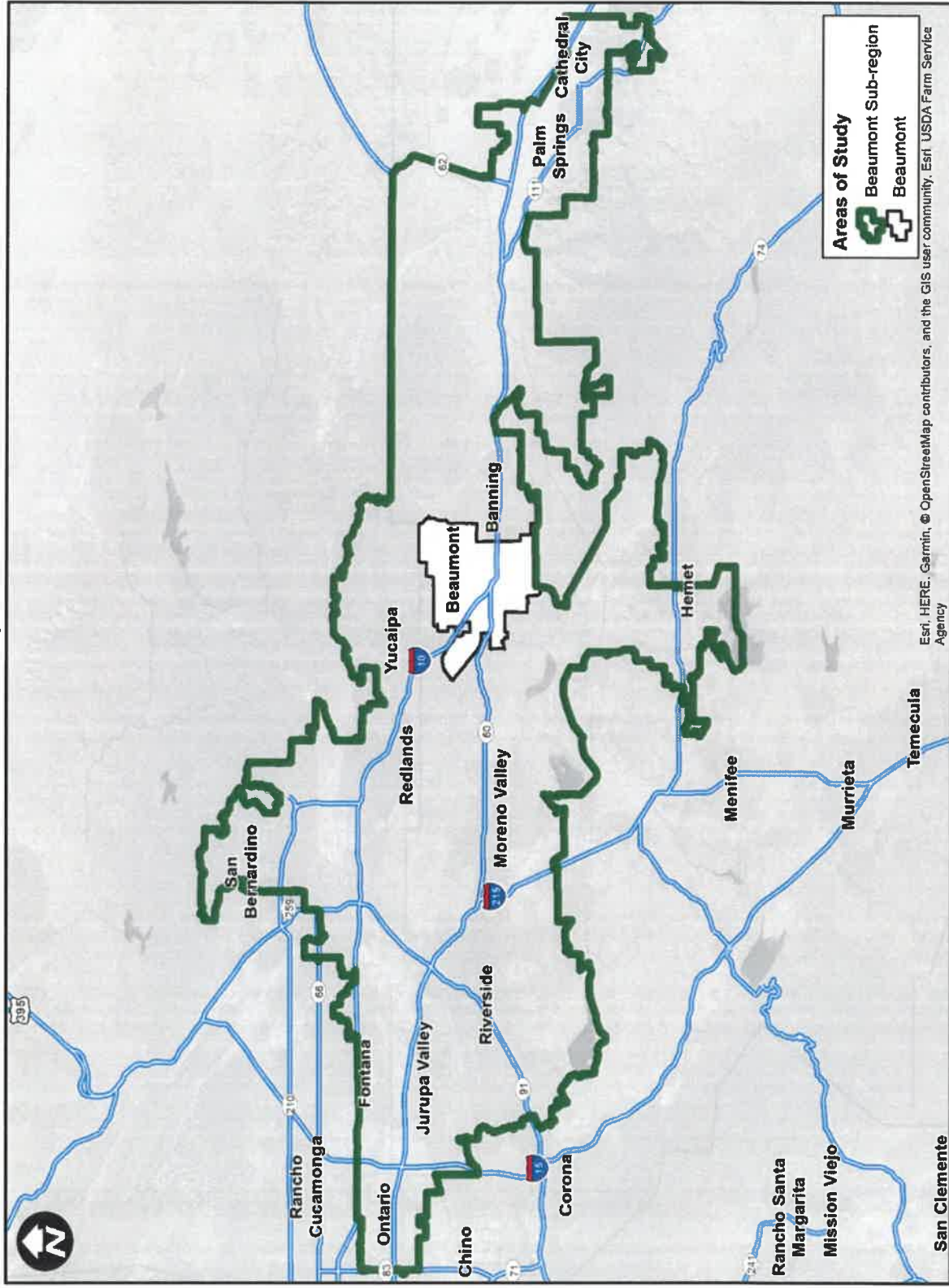
Relevant Economic Region and Sub-region

The regions of interest in the target industry analysis include the following three geographic areas:

- The City of Beaumont;
- The sub-region extending from Ontario to Palm Springs, along the Interstate 10 and 60 Freeway Corridors; and
- The Inland Empire region as a whole (i.e., all of Riverside and San Bernardino counties).

The I-10/SR 60 sub-region was defined based on ZIP codes where significant numbers of Beaumont residents are currently employed. The map on Figure 17 shows Beaumont's location within this larger sub-region.

FIGURE 17. BEAUMONT CITY/BEAUMONT SUB-REGION



Source: TNDG, US Census

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Approaches to Identifying Potential Target Industries

The following questions are generally part of the foundation upon which target industry inquiries are based:

- What economic strengths are evident in the community and larger region?
- What economic sectors are growing the fastest?
- How do the regional (Inland Empire) economy's principal sectors compare to national trends?
- What are Beaumont's opportunities to target quality employment growth?

Following the concepts embodied in these questions, TNDG identified a wide range of industry opportunities that could become the focus of economic development efforts for the City of Beaumont. The identified opportunities are based on three themes or strategic approaches that applied to this analysis and that Beaumont could choose to emphasize in its business development efforts:

1. Build on I-10/SR 60 Corridors' core strengths, including:
 - Logistics
 - Health Care
 - Food and Beverage Manufacturing
2. Capitalize on Beaumont's demographics:
 - Resident workforce (which includes many out-commuters, see Appendix A)
 - Retirement-age population, as a potentially untapped resource
 - Projected population growth
3. Regional "overflow" opportunities in prominent sectors, such as:
 - Manufacturing
 - Wholesale trade

Identifying targeting opportunities

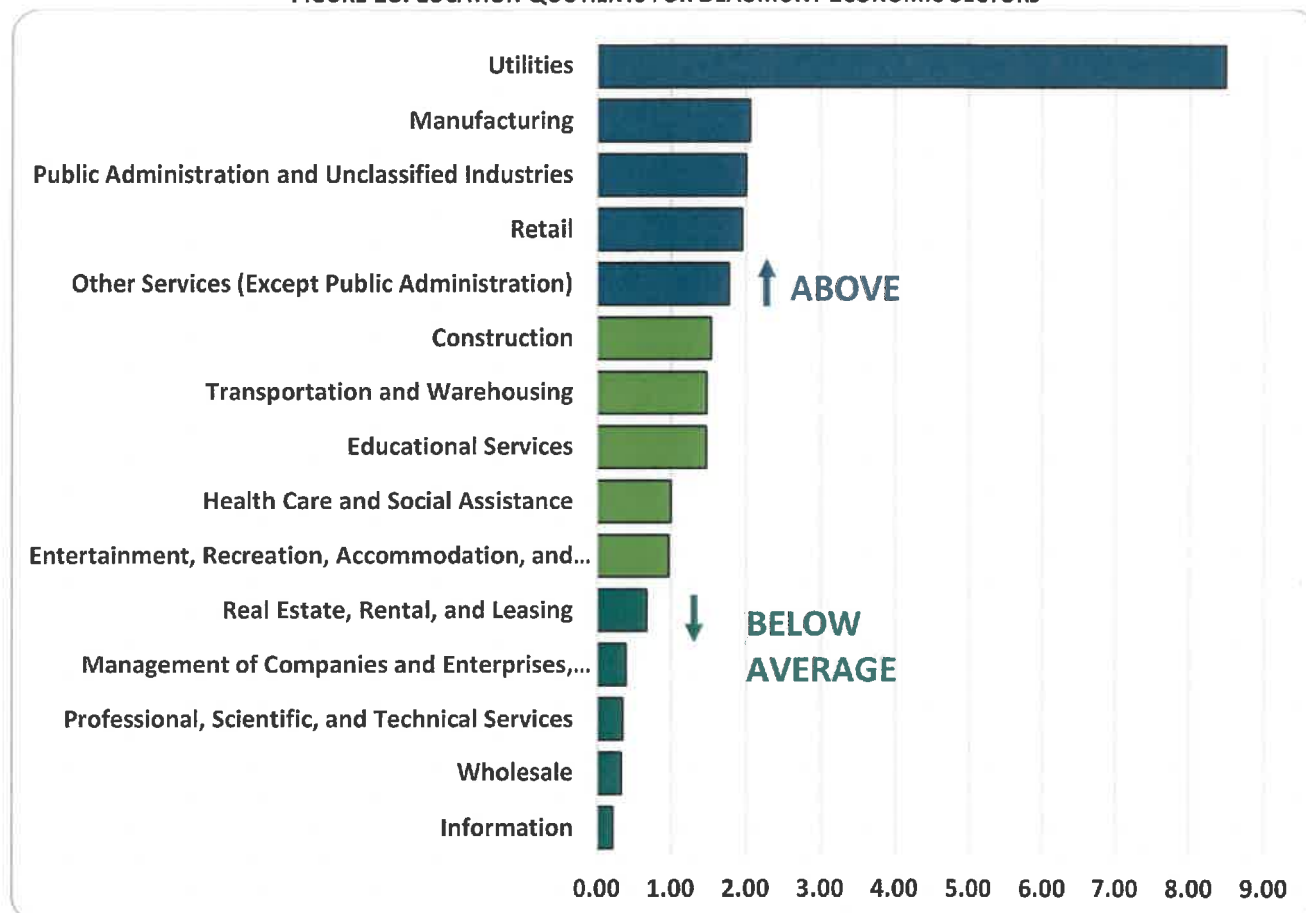
The detailed process of identifying prospective industry targets included the following steps:

- Structure of local and regional economies
- Indicators of major sectors' trends
- Performance indicators for detailed sectors
- Focus on basic industries
- Metrics for screening industry targets

Figure 18 shows the relative competitiveness of industry sector categories in Beaumont, based on the Location Quotient performance indicator. The Location Quotient (LQ)² values by which the sectors are ordered in the figure measure the "strength" of a local industry compared to national benchmarks, based on the extent to which that industry is concentrated within the economy. An LQ value greater than 1.0 means an industry is more important (concentrated, in relation to all other local sectors) locally compared to its proportion of employment nationally.

² An LQ value greater than 1.0 indicates that an industry is more concentrated in a local area than it is nationally. This is generally regarded as an indication that the area has a comparative advantage relative to a particular industry, although (especially for industries that serve the local population) an LQ below 1.0 can indicate a strong growth opportunity.

FIGURE 18. LOCATION QUOTIENTS FOR BEAUMONT ECONOMIC SECTORS



Note: In this chart, Below Average is less than 0.95 and Above Average 1.5 or more

Source: Emsi; TNDG

Results of targeting processes

Using the performance data compiled (LQ values and other indicators, for more-detailed industries than those shown in Figure 18), TNDG assessed a wide range of industry opportunities that could become the focus of economic development efforts for the City of Beaumont. TNDG’s analysis of potential target industries included two separate but related approaches:

1. The first approach, summarized on Table 2, builds on existing industry strengths, while identifying opportunities to evolve toward a focus on advanced technologies and high-value-added activities. Based on geographic traits, the competitive environment, and global trade trends, TNDG has identified a range of “candidate” opportunities for growth and development in Beaumont that emerge from the existing regional strength in Logistics and Transportation industry activities. Continued growth in this sector could also drive the development of other, related industry clusters.
2. A related set of potential targets focuses on manufacturing and wholesale trade activities that are strong growth sectors in the larger Inland Empire region. Although these sectors are not currently well-

represented in Beaumont, they are potential “targets of opportunity” as mentioned in the preceding section. All industries listed on this table meet the following criteria:

- Existing Inland Empire employment of at least 500 jobs;
- Inland Empire employment growth of at least 20% between 2010 and 2018;
- Projected to be a positive growth industry nationally between 2018 and 2028;
- Average annual salary exceeds the average for all jobs in the Inland Empire (\$48,432).

Potential candidate industries/activities were identified within the three groups shown below:

Group 1: Technology focus

- a. Logistics technology
- b. E-commerce fulfillment
- c. Data centers
- d. Management, Scientific, Technical Consulting Services
- e. IE wholesale trade clusters (this broad category is not specifically reflected on Table 4)

Group 2: Manufacturing

- a. Beverage manufacturing
- b. Additive manufacturing
- c. IE manufacturing clusters

Group 3: Healthcare and Retirement

- a. Regional healthcare (in response to population growth)
- b. Continuing care / assisted living

Table 2 describes key considerations for the potential target industries/activities listed above. Note that only the cells in the matrix that are particularly relevant to the discussion have content.

Table 3 provides a list of industry sectors, generally at more detailed-industry levels than those shown in Table 2 above, that are potential “targets of opportunity” as discussed above. The table includes a column (first column) showing related sectors discussed in the preceding table, to facilitate cross-referencing pertinent industry information in both tables.

TABLE 2. BEAUMONT INDUSTRY OPPORTUNITIES DISCUSSION

Targeting considerations	Target industry prospects			2.a. Beverage Manufacturing
	1.a. Logistics Technology	1.b. E-Commerce Fulfillment	1.c. Data Centers (long-term)	
Compatibility with:				
Community existing economy	Relates to wholesale trade, transportation	Relates to logistics and wholesale and retail trade	Relates to logistics activities, broader mkt.	Established
Community assets		Land available		Water availability/cost can be issue
Community land use pattern, availability by type	Have designated, developing industrial park; may need smaller-scale business park-type areas/facilities		Locations are typically outside of core urban areas; have specific infrastructure demands	Have designated, developing industrial park, but could be small-scale
Community existing workforce			Not a large employer	
Community demographic character	Can be relatively high wage work			More workers in industry live in City than work
Community's identified preferences, economic objectives, etc.	Focus on high-value-added, technology-focused activities			Supports professional workforce
Relative competitiveness of this industry within the local or regional area	Very competitive in the region. Logistics-related industries helped lead the IE out of the recession.		Current water demands make disadvantageous to City, but other cooling tech is evolving	Higher-paying jobs
Growth trends and future prospects of this industry	Growing rapidly in the region	Growth expected	Growth expected	Strong growth
Nature of the opportunity, locally	Computer programming, data analytics, fleet management, regulation compliance	Interrelate tech focus across Logistics, Warehousing, and Transportation	Huge tax base per employee	Expand jobs in industries with heavy outcommuting
Implications of automation, AI, etc.	More likely to benefit from than face displacement from AI and automation	Automation could cut jobs, not necessarily "output" or growth		AI effects more difficult to predict; also upside potential (using AI)
Relative "portability" of industry	Few location restrictions	Should be locatable in City	Infrastructure demands affect, at present	Very portable
				Risk is small for small-scale businesses
				Especially portable at small scale

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TABLE 2, PART 2

Targeting considerations	Target industry prospects		
	2.b. Additive Manufacturing	2.c. Regional Manufacturing Opportunities	3.a. Regional Healthcare
			3.b. Continuing Care Retirement Communities and Assisted Living Facilities for the Elderly
Compatibility with:			
Community existing economy	Also relates to Logistics tech; can provide a network of advisors to support local maker, other firm types		Minimal
Community assets		Land available	Proximity to surrounding population
Community land use pattern, availability by type			Climate, other amenities
Community existing workforce		Have manuf. workforce	Can blend into residential and other areas Some jobs are low-wage
Community demographic character	Could attract elders		Elderly population segment
Community's identified preferences, economic objectives, etc.	Supports local industries, base for business development in Rail and other freight, motor vehicle body and trailer mfg.	Industrial park has been established	
Relative competitiveness of this industry within the local or regional area		Named opportunities are strong in the region	
Growth trends and future prospects of this industry		Most associated industries have moderate to strong growth potential	Generally aging population provides favorable prospects
Nature of the opportunity, locally	Can be small firms, with maker spaces, collaboration with local education. Local demand for replacement & repair parts	Clusters: Food & Beverage, Building Materials, Metal Products, Machinery, Equipment, Furniture	Serve both local and regional demand
Implications of automation, AI, etc.	Risk is small for small-scale/maker businesses	Automation could cut jobs, not necessarily "output" or growth	Probably mainly affect medical diagnoses and treatment procedures
Relative "portability" of industry	Few location restrictions	Should be locatable in City	Portable to the extent local demand is there

TABLE 3. BEAUMONT REGIONAL OPPORTUNITY CLUSTERS AND INDUSTRIES

Other Table Ref.	Sectors	Total Jobs in 2018			Job Growth, 2010-2018		Location Quotient in 2018		Average Earnings Per Job	Projected National Growth (2018-2028)	
		Beaumont	I-10 / SR 60 Corridor		Inland Empire	2018		I-10 / SR 60 Corr.			Inland Empire
			92	683		1%	155%				
	Food and Beverage Manufacturing:										
	Animal Food Manufacturing	0	92	683	1%	155%	0.37	1.02	\$74,332	12%	
	Animal Slaughtering and Processing	0	324	803	39%	23%	0.16	0.15	\$54,033	10%	
	Bakeries and Tortilla Manufacturing	0	1,605	4,206	51%	39%	1.18	1.16	\$48,843	5%	
	Other Food Manufacturing	45	1,196	2,673	133%	98%	1.25	1.04	\$66,991	3%	
2.a.	Beverage Manufacturing	154	2,177	4,164	46%	82%	2.04	1.46	\$57,046	2%	
	Building Materials Manufacturing:										
	Veneer, Plywood, and Engineered Wood Products	0	75	881	23%	53%	0.24	1.04	\$62,045	4%	
	Converted Paper Product Manufacturing	0	1,498	2,382	83%	52%	1.41	0.84	\$72,004	12%	
	Resin, Synthetic Rubber, and Fibers and Filaments	0	275	554	139%	75%	0.76	0.57	\$70,327	19%	
	Paint, Coating, and Adhesive Manufacturing	0	142	522	30%	35%	0.53	0.73	\$69,160	5%	
	Soap, Cleaning Compound, and Toilet Preparation	0	399	1,110	32%	35%	0.83	0.86	\$70,971	10%	
	Cement and Concrete Product Mfg.	14	892	4,764	41%	28%	1.16	2.31	\$71,354	12%	
	Other Nonmetallic Mineral Product Mfg.	< 10	157	1,182	83%	120%	0.48	1.36	\$80,462	41%	
	Metal Products Manufacturing:										
	Alumina and Aluminum Production and Processing	0	473	1,281	15%	29%	2.09	2.11	\$68,196	0%	
	Forging and Stamping	46	307	1,620	30%	50%	0.79	1.56	\$106,910	7%	
	Machine Shops; Turned Product; and Screws, Nuts, and Bolts	19	1,451	4,295	69%	69%	0.94	1.04	\$58,517	4%	
	Coating, Engraving, Heat Treating, and Allied Activities	0	298	1,076	37%	28%	0.53	0.72	\$56,383	15%	
	Machinery Manufacturing:										
2.c.	Industrial Machinery Manufacturing	0	230	953	(21%)	43%	0.48	0.75	\$60,768	20%	

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Other Table Ref.	Sectors	Total Jobs in 2018			Job Growth, 2010-2018			Location Quotient in 2018			Average Earnings Per Job	Projected National Growth (2018-2028)
		Beaumont	I-10 / SR 60 Corridor		Inland Empire	I-10 / SR 60 Corr.	Inland Empire	I-10 / SR 60 Corr.	Inland Empire			
			0	141						1,019		
	Commercial and Service Industry Machinery	0	141	1,019	31%	34%	0.38	1.02	\$73,367	8%		
	Other General Purpose Machinery Mfg.	0	1,036	1,825	45%	24%	0.98	0.64	\$69,358	19%		
2.c.	Equipment Manufacturing:											
	Communications Equipment Manufacturing	0	12	606	(25%)	41%	0.03	0.63	\$69,510	11%		
	Other Electrical Equipment Manufacturing	0	505	1,446	324%	71%	0.89	0.95	\$67,421	29%		
	Motor Vehicle Parts Manufacturing	< 10	1,433	2,616	28%	43%	0.62	0.42	\$58,707	12%		
	Aerospace Product and Parts Manufacturing	0	1,642	2,699	21%	56%	0.86	0.53	\$87,184	11%		
	Railroad Rolling Stock Manufacturing	0	< 10	< 10	Insf. Data	Insf. Data	0.01	0.00	Insf. Data	1%		
2.c.	Furniture Manufacturing:											
	Household and Institutional Furniture and Cabinets	0	2,012	3,655	30%	26%	1.84	1.25	\$48,972	0%		
	Other Furniture Related Product Mfg.	0	489	1,112	143%	33%	3.27	2.78	\$54,852	8%		
1.a.	Wholesale Trade:											
	Motor Vehicle and Parts and Supplies	0	3,902	7,864	23%	22%	2.58	1.95	\$57,223	14%		
	Lumber and Other Construction Materials	0	2,214	4,064	53%	46%	2.27	1.56	\$69,609	6%		
	Household Appliances and Electronic Goods	0	1,696	3,831	45%	48%	1.20	1.02	\$75,886	1%		
	Hardware, and Plumbing and Heating Machinery, Equipment, and Supplies	20	2,226	3,641	47%	47%	2.09	1.28	\$70,648	2%		
	Paper and Paper Product Merchant Whol.	14	2,637	5,577	29%	26%	0.94	0.74	\$69,129	1%		
1.a.c	Software:	0	1,010	1,811	22%	24%	1.88	1.26	\$60,378	4%		
	Software Publishers	0	398	776	147%	161%	0.23	0.17	\$84,651	0%		
3.a.	Regional Healthcare:											
	Outpatient Care Centers	84	8,723	18,494	395%	356%	2.39	1.89	\$94,979	15%		
	General Medical and Surgical Hospitals	0	16,170	37,667	26%	22%	0.89	0.77	\$87,530	5%		

Source: Emsi, TNDG

D. Real Estate Market Demand Forecast

As part of the EDSP process, The Natelson Dale Group, Inc. (TNDG) completed a real estate market demand forecast for Beaumont. The demand forecasts address the following land use categories:

- Retail (including restaurants and local commercial services typically located in retail centers);
- Industrial; and
- Office.

For all land use categories, TNDG’s projections cover a 17-year forecast period (through 2035). As described further below, the “base year” for the projections varies for each land use based on the availability of reliable data.

TABLE 4. SUMMARY OF REAL ESTATE DEMAND PROJECTIONS, CITY OF BEAUMONT AND SAN GORGONIO PASS AREA REGION, THROUGH 2035

Land Use Category	Projection Period	Beaumont - Projected Demand for New Space (square feet)	Pass Area as a Whole - Projected Demand for New Space (square feet)
Retail	2017-2035	1,066,000 – 1,399,000	2,879,000 – 3,262,000
Office	2017-2035	238,000 – 317,000	2,505,000 – 3,340,000
Industrial	2017-2035	3,166,000 – 4,749,000	33,397,000 – 50,096,000

Source: The Natelson Dale Group, Inc. (TNDG).

Summary of Retail Demand Analysis

Highlights of the analysis and projections are provided in Table 5 and Table 6 below. The projections are expressed in terms of square feet of new space supportable (over and above the existing inventory).

TABLE 5. SUMMARY OF RETAIL MARKET CONDITIONS, CITY OF BEAUMONT

Metric	Value
Base year for analysis	2016
Base year inventory (square feet)	1,577,000
10-year absorption (square feet)	238,000
Base year vacancy rate	2.0%
Base year population, City of Beaumont	45,617
Added population by 2035, City of Beaumont:	
- Conservative scenario (City’s forecast)	21,500
- Aggressive scenario (SCAG forecast)	33,100
Base year population, San Gorgonio Pass Area	96,328
Added population by 2035, San Gorgonio Pass Area	59,400
Estimated resident retail demand in 2016, City of Beaumont	\$589.7 million
Actual retail sales in 2016, City of Beaumont	\$414.8 million
Net retention of resident demand in 2016 (actual sales divided by total potential demand)	70%

Sources: CoStar; SBOE; DOF; ESRI; TNDG.

TABLE 6. PROJECTED DEMAND FOR NEW RETAIL DEVELOPMENT, CITY OF BEAUMONT

Retail Sales Category	New Demand Through 2035 (square feet)	
	Conservative	Aggressive
GAFO ¹	557,779	688,401
Food and Beverage	86,137	140,281
Food Services and Drinking	83,010	115,496
Hardware and Building Materials	76,080	112,976
Auto Parts	48,652	62,369
Service Businesses in Retail Space	213,114	279,881
Total	1,065,571	1,399,403

1. GAFO = General Merchandise, Apparel, Furniture/Appliances, Other Specialty

Source: TNDG.

The above projections of city-level demand are based on an evaluated trade area that includes the City of Beaumont (primary market area) and the surrounding Pass Area communities (secondary market area). The demand calculations include assumptions regarding the City's capture rates of resident and external demand. These capture rate assumptions reflect current retail trade patterns for Beaumont and the overall Pass Area. To place the city-level projections in context, TNDG has also projected future retail demand for the Pass Area as a whole (including the City of Beaumont). The Pass Area projections are summarized on Table 7 below and represent the larger "pool" of demand that Beaumont could potentially attract. To the extent that Beaumont is successful (via a strategic marketing effort) in exceeding its historic capture rate of regional demand, future opportunities for new retail development in the City would be higher than the baseline city-level projections shown on Table 6 above.

TABLE 7. PROJECTED DEMAND FOR NEW RETAIL DEVELOPMENT, PASS AREA AS A WHOLE

Retail Sales Category	New Demand Through 2035 (square feet)	
	Conservative	Aggressive
GAFO ¹	1,087,503	1,230,307
Food and Beverage	503,071	568,847
Food Services and Drinking	355,954	400,959
Hardware and Building Materials	245,324	285,713
Auto Parts	111,623	124,086
Service Businesses in Retail Space	575,869	652,478
Total	2,879,343	3,262,390

1. GAFO = General Merchandise, Apparel, Furniture/Appliances, Other Specialty

Source: TNDG.

Summary of Industrial Demand Analysis

Highlights of the industrial demand analysis and projections are provided in Table 8 and Table 9 below. The projections are expressed in terms of square feet of new space supportable (over and above the existing inventory).

TABLE 8. SUMMARY OF INDUSTRIAL MARKET CONDITIONS, BEAUMONT AND MARKET AREA

Metric	Value
Base year for analysis	2018
Base year inventory (square feet) by area:	
City of Beaumont	3,817,000
Industrial Market Area ¹	81,310,000
Inland Empire	583,077,000
3-year absorption (square feet) by area:	
City of Beaumont	1,501,000
Industrial Market Area	17,387,000
Inland Empire	61,409,000
Base year vacancy rate by area:	
City of Beaumont	0.1%
Industrial Market Area	6.7%
Inland Empire	4.3%
Total employment in 2018 by area:	
City of Beaumont	9,600
Industrial Market Area	144,000
Inland Empire	1,532,000
Added employment² by 2035:	
City of Beaumont	7,500
Industrial Market Area	79,500
Inland Empire	621,500

1. Industrial market area includes the cities of Banning, Beaumont, Hemet, Loma Linda, Moreno Valley, Perris, Redland and San Jacinto.
2. Added employment is based on adopted SCAG forecasts and does not reflect the potential impacts of automation (which may significantly reduce the need for employment in key Inland Empire industries such as distribution and logistics).

Sources: Voit; SCAG; Census; EDD; TNDG.

TABLE 9. PROJECTED DEMAND FOR NEW INDUSTRIAL DEVELOPMENT

Conservative Scenario	New Demand Through 2035 (square feet)
Projected Absorption (17-year total) by area:	
City of Beaumont	3,166,000
Industrial Market Area ¹	33,397,000
Inland Empire	261,050,000
Aggressive Scenario	New Demand Through 2035 (square feet)
Projected Absorption (17-year total) by area:	
City of Beaumont	4,749,000
Industrial Market Area	50,096,000
Inland Empire	391,575,000

Source: TNDG.

Summary of Office Demand Analysis

Highlights of the office demand analysis and projections are provided in Table 10 and Table 11 below.

TABLE 10. SUMMARY OF OFFICE MARKET CONDITIONS, BEAUMONT AND MARKET AREA

Metric	Value
Base year for analysis	2015
Base year inventory (square feet) by area:	
City of Beaumont	152,000
Office Market Area ¹	3,871,000
Inland Empire	49,340,000
3-year absorption (square feet) by area:	
City of Beaumont	74,000
Office Market Area	Negative 44,000
Inland Empire	2,722,000
Base year vacancy rate by area:	
City of Beaumont	0.0%
Office Market Area	8.0%
Inland Empire	11.8%

1. Office market area includes the cities of Banning, Beaumont, Hemet, Loma Linda, Moreno Valley, Perris, Redland and San Jacinto.

Sources: Voit; TNDG.

TABLE 11. PROJECTED DEMAND FOR NEW OFFICE DEVELOPMENT

Conservative Scenario	New Demand Through 2035 (square feet)
Projected Absorption (17-year total) by area:	
City of Beaumont	238,000
Office Market Area	2,505,000
Inland Empire	19,579,000
Aggressive Scenario	New Demand Through 2035 (square feet)
Projected Absorption (17-year total) by area:	
City of Beaumont	317,000
Industrial Market Area	3,340,000
Inland Empire	26,105,000

Source: TNDG.

As noted above, the industrial and office projections for the City are based in part on employment growth as forecasted by SCAG, and as such represent the City's "fair share" of industrial and office growth within the larger regions evaluated. Given the strategic areas of focus anticipated in the EDSP, it is conceivable that Beaumont will achieve higher-than-projected shares of regional employment growth for some land uses while potentially de-emphasizing other land uses. The "Market Area" and Inland Empire projections are provided for context and represent the larger pools of demand within which Beaumont will be competing.

Comparison of Demand to Development Capacity

The projected levels of development demand (even under the more aggressive scenarios) could be readily accommodated within available land/zoning capacity in the City. Table 12 shows the remaining development capacity by land use category and compares the capacity numbers to projected demand.

TABLE 12. COMPARISON OF DEVELOPMENT DEMAND TO DEVELOPMENT CAPACITY, CITY OF BEAUMONT

	Retail/Service	Industrial	Office
Remaining Development Capacity (square feet)			
Within existing City boundaries	5,515,260	9,076,384	871,582
Within sphere of influence	2,403,556	10,258,032	931,157
<i>Total remaining capacity</i>	<i>7,918,816</i>	<i>19,334,416</i>	<i>1,802,739</i>
Projected 2035 Demand (aggressive scenario)	1,399,403	317,000	4,749,000
Projected 2035 Demand as % of Capacity	18%	25%	18%

Source: TNDG; Proposed General Plan Land Use Summary, 2040 Horizon.

4. Action Plan

The framework for implementing the EDSP is outlined in the two tables provided in this chapter:

Table 13 summarizes the overall Action Plan in terms of 13 major Strategy Groups, each detailed in terms of a series of Action Items. This table shows the priority level recommended for each action item (based on stakeholder and City input) and also identifies the lead and support entities that would be tasked with implementation of each action item.

Table 14 provides more detailed implementation steps for the subset of action items that would be pursued during Year 1, or the initial stage of work. The Year 1 work program is based on the assumption that the EDSP would be implemented by existing City staff. Table 14 shows the potential allocation of staff hours to each of the Year 1 implementation steps, based on two initial level-of-effort scenarios: 1000 hours in Year 1 and an alternative 2000-hour scenario (an “optimal implementation” column shows the level of effort the outlined action items could ultimately require). The table also estimates the additional (non-staff) budget resources that would be needed (mostly for marketing costs) during Year 1 or the initial stage.

Strategy Group Hierarchy



TABLE 13. ACTION ITEM SUMMARY AND PRIORITIZATION

Strategy Group Action Item	City lead	Partners, coord. agencies	Priority level/City role
1. EDSP ORGANIZATION AND OPERATIONS			
A. Establish overall implementation approach and milestones.	ED		High
B. Institutionalize a system of partners who will participate in EDSP implementation.	ED		High
C. Establish an Economic Development taskforce around the work program established by the EDSP.	ED		High
2. MARKETING, GENERAL			
A. Develop marketing materials that reflect the comprehensive nature of planning and economic development programs within the City; closely coordinate economic development marketing with the Strategic Communications Plan and overall branding initiative currently being implemented by the City (e.g., the recently adopted tagline “A City Elevated” should be modified for ED marketing purposes, effectively expressing both current conditions and plans for further improvements).	ED PIO	PLn	High
B. Incorporate City’s mission concepts related to sustainability, quality-of-life, and citizen values into marketing materials.	ED		High
C. Within economic development marketing materials, reflect the technology-focused framework that has helped inform industry targeting, including its relevance to prospective employers (tech-related or otherwise).	ED		High
D. Coordinate messages to jointly promote real estate development / revitalization and industry targeting (for both local-serving businesses and employers). (See separate strategy groups below for Real Estate Development and Industry Targeting.)	ED	BCC EVAR	Med
E. Embed in marketing materials, as appropriate, messages that include mention of expected benefits to the local citizenry from economic development efforts.	ED		High
F. Establish an Economic Development Website dedicated to providing a platform market the City's message, engage with partners and companies, and publish data and programs to better serve customers and prospects.	ED	BCC RCEDA	Low
G. Review marketing programs and materials used by economic development partners, and key competitors, locally and regionally, for message-consistency with Beaumont programs/materials and to secure Beaumont’s market positioning.	ED	BCC RCEDA	High
3. EXISTING-BUSINESS RETENTION AND EXPANSION			
A. Business Outreach. Utilize online surveys, business site visits and other typical economic development tools to expand communication with existing firms, to achieve any or all of the following purposes: <ul style="list-style-type: none"> Identify any needs for business assistance. 	ED	BCC IESBDC RCEDA PLn B&S	Med

Strategy Group Action Item	City lead	Partners, coord. agencies	Priority level/City role
<ul style="list-style-type: none"> • Connect businesses with available support resources. • Probe businesses’ sense of locational advantages and disadvantages of being in Beaumont (and having regional assets such as the two nearest airports), including such issues as the desirability of and potential for bringing key suppliers or business-service firms to the City. Relate these findings to the process of refining/updating industry targets. • Identify any needs for coordinating operational or expansion requirements with local regulatory bodies. 			
4. INDUSTRY TARGETING, LOCAL-SERVING BUSINESSES			
A. Use data from research conducted for the EDSP to detail conditions related to, and define strategies for addressing, retail leakage conditions in the City, in relation to the City’s competitive position with respect to commercial development characteristics (including market advantages / disadvantages) of surrounding communities.	ED	BCC	Med
B. Implement retail tenant recruitment program, in partnership with interested property owners, as part of expanded marketing efforts.	ED	BCC EVAR	Med
5. INDUSTRY TARGETING, EMPLOYERS			
<p>A. Refine, prioritize, and update target-industry prospects, through:</p> <ul style="list-style-type: none"> • Monitoring large-scale patterns of change in technology and application of technology – to manufacturing and distribution, offshoring/onshoring of production, and similar considerations. • Exploring opportunities for leveraging the presence of the two nearest airports as business attractors, by expanding awareness of the different types of companies/industries now taking advantage of each of those facilities, the airports’ plans for expansion and development, and other considerations. (Business parks co-located with the airports may represent, for Beaumont, one of the nearest aspirational developments of this type.) • Incorporating consideration of how changes in technology can improve connectivity of outlying communities, for both the general development and specifically for tech-related businesses (e.g., expanded use of autonomous vehicles could enhance access to metropolitan-fringe communities such as Beaumont by facilitating lengthy commutes both in and out of the community). • Join and Attend Trade Association conferences of city’s largest employers, Regional Site Selectors, and the Inland Empire Regional Broadband consortium 	ED	HL RCEDA ONT PSP PW PLn SCAG RCTC	High
B. Implement target industry marketing program in partnership with industrial property owners and regional economic development organizations.	ED	RCEDA	Med

Strategy Group Action Item	City lead	Partners, coord. agencies	Priority level/City role
6. ENTREPRENEURIAL DEVELOPMENT			Coordination Role
A. Investigate extent to which existing entrepreneurial-development programs / facilities in the region meet the needs for the kinds of entrepreneurs present and anticipated in Beaumont, recognizing the different types of support needed by local-consumer startups and tech-oriented startups.	ED	CVEP HL IECE IESBDC SCORE	Med
B. Confirm the relevance of tying into an existing networking system / program directed towards entrepreneurs (1 Million Cups), which already has a presence in the region, as a means of expanding entrepreneurs' awareness of one another and relevant resources, etc.	ED		Med
C. Explore ways the City can maximize its coordination with the business model of the most accessible / relevant incubator operators in the region and their tenant focus.	ED	CVEP / iHUB UCR / EPIC IECE IESBDC SCORE	Med
D. Incorporate real estate development / revitalization programs into entrepreneurial development programs, as appropriate to the extent that entrepreneurs' space-using options are currently constrained.	ED	PLn	Low
E. Incorporate initiatives within the Quality of Life Enhancements strategy group (below) into strategies promoting entrepreneurial development.	ED	PLn B&S	Low
7. REAL ESTATE DEVELOPMENT AND REVITALIZATION/REDEVELOPMENT			
A. <i>Continually monitor coordination efforts between the General Plan and other research work and economic development objectives and actions. For example:</i> <ul style="list-style-type: none"> • Explicitly relate planned commercial/industrial areas to industry targets and the City's overall economic development approach. • Show how areas designated for revitalization relate to economic development targets and programs. • Show how the repurposing of certain structures/areas can support startup companies. <p><i>The intent of this ongoing monitoring effort would be to ensure that the City's various development-related policies remain in sync and, when appropriate, to make future policy adjustments to maximize the alignment of these closely related programs.</i></p>	ED	PLn	High
B. Market key "development opportunity sites" in partnership with interested property owners.	ED	BIA-RC EVAR	Low
C. Create and market incentives for redevelopment / revitalization of older properties (potentially including non-financial incentives such as expedited entitlements and permit processing).	ED	PLn B&S PW	Low

Strategy Group Action Item	City lead	Partners, coord. agencies	Priority level/City role
D. Implement the economic development components of the Downtown Specific Plan (through marketing, focused incentives, etc.).	ED	PLn	Low
E. As appropriate, contact the owners of commercial properties that might benefit from revitalization efforts to assess interest and potential partnerships or other forms of public support to achieve revitalization / redevelopment goals.	ED		Low
8. DEVELOPMENT STREAMLINING			
A. Analyze current development approval processes (including Planning, Public Works and Building & Safety) and investigate options for expediting approvals (including expanded use of program-level environmental impact reports; online permitting tools, etc.).	PLn	PW B&S BIA-RC ED	High
B. Review City user and processing fees and processes; Evaluate options to create Economic Development incentive packages structured based on industry targets	ED	PLn PW	High
C. Tie whatever development streamlining procedures are put in place to a system for expediting in-City business relocations and expansions (through entitlements, permitting, etc.), as part of a Business Attraction and Business Retention and Expansion (BRE) program.	ED		High
9. CITY FISCAL AND OTHER POLICY INTERFACE			
A. Coordinate industry targeting and retention / expansion programs to align with opportunities to add to City fiscal health and resilience, and to steer development activity where and when infrastructure capacity exists to accommodate it.	ED	FD	Low
B. Coordinate with general policy positions in the City to maximize compatibility with economic development efforts.	ED	City Mgr.	Low
10. INFRASTRUCTURE DEVELOPMENT COORDINATION			
A. Coordinate with other agencies / service providers to ensure that core resources are adequate to accommodate targeted development and business growth.	PW	PLn ED	High
B. Review the existing Capital Improvements Plan (CIP) to identify planned projects particularly supportive of economic development efforts as outlined in the EDSP, and for opportunities to re-prioritize such projects, as appropriate. Include consideration of how certain improvements can also contribute to attractiveness of the community, quality-of-life, etc. (e.g. alternative transportation options).	ED	PW	High
C. Prioritize projects in future CIP updates based on the EDSP and its progress in implementation.	ED	PW PLn	Med
D. Monitor ongoing technology-driven changes in infrastructure requirements, for all user types and create “technology infrastructure” improvements plan that prioritizes critical investments.	ED	IT	Low

Strategy Group Action Item	City lead	Partners, coord. agencies	Priority level/City role
11. WORKFORCE DEVELOPMENT			Coordination Role
A. Workforce Development Coordination. Coordinate with local / regional educational / workforce-development organizations to ensure that available workforce training resources are in sync with the City's business development efforts (including retention / expansion and findings of employer outreach) and industry targeting.	ED	HL BUSD RCEDA WDC	Low
B. Identify workforce development programs that can be positioned as "incentives" in marketing and industry targeting efforts.	ED	WDC	Low
C. Direct marketing and planning efforts toward positioning Beaumont as an attractive place for tech-oriented workers to live. (See also Quality of Life Enhancements strategy group, below, and Placemaking.)	ED	PLn BCC	Low
12. PLACEMAKING			
A. Within the framework of activities related to real estate development / revitalization (see relevant strategy group above), identify and cultivate the potential for new and revitalizing areas to serve as a focus for the community: for welcoming visitors and providing public spaces, landmark structures, etc.	ED	PLn CS	Low
B. Identify and promote actions to encourage the placemaking potential of the Downtown area within the framework of the Downtown Specific Plan.	ED	PLn CS	Low
C. Consider expanding the range of special events in the city, focusing on events that have strong potentials to reinforce placemaking efforts.	CS	BCC	Low
13. QUALITY OF LIFE ENHANCEMENTS			
A. Activities in this category need to be closely coordinated with the Real Estate Development, Placemaking, Entrepreneurial Development and Workforce Development sections, above, prioritizing projects and initiatives that incorporate the concept of creating assets that also improve quality of life.	PLn		Low
B. Reinforce, in City policy positions related to housing, the economic development connection to the following two aspects of housing supply: 1) the need for affordable housing to assure a wide range of employers that housing would be available for their workforce; and 2) the desirability of having a full spectrum of housing price levels, to accommodate relatively affluent high-skilled workers, entrepreneurs and business owners. The City's role in this can be limited to maintaining the appropriateness of planning and zoning documents, making economic development promotional material available to homebuilders as well as other developers, and assisting homebuilders through Development Streamlining processes as outlined above.	ED	PLn B&S EVAR	High

City departments:

B&S = Building & Safety Department
CS = Community Services Department
ED = Economic Development functions within City Manager's Office
FD = Finance Department
IT = Information Technology
PIO = Public Information Officer within City Manager's Office
PLn = Planning Department
PW = Public Works Department

Potential partner entities:

BIA-RC = Building Industry Association of Southern California-Riverside County
BCC = Beaumont Chamber of Commerce
BUSD = Beaumont Unified School District
CVEP = Coachella Valley Economic Partnership
EVAR = East Valley Association of Realtors
HL = institutions of higher learning in the region, including (as relevant to any particular action item):

- Beaumont Adult School
- Crafton Hills College
- Mount San Jacinto College
- University of Redlands
- University of California, Riverside (UCR)
- California Baptist University

IECE = Inland Empire Center for Entrepreneurship
IESBDC = Inland Empire Small Business Development Center
ONT = Ontario International Airport
PSP = Palm Springs International Airport
RCEDA = Riverside County Economic Development Agency
RCTC = Riverside County Transportation Commission
SCAG = Southern California Association of governments
SCORE = Service Corps of Retired Executives
WDC = Riverside County Workforce Development Center

Table 14: New Resources Needed. In order to give a sense of the extent to which new resources may be required for implementation (in addition to staff requirements), Table 14 displays two different types of information in the “Budget Resources” column: 1) Items that are assumed to require only existing staff, in some cases re-aligned to action item content, are labeled as “Existing staff;” and 2) Action items that are likely to require new City funding resources (mostly associated with marketing activities) are notated as to the nature of the requirement and classified according to the following ranges of estimated costs:

- \$: Less than \$10,000 (one-time or annually, as noted for each item)
- \$\$: \$10,000 to \$25,000 (one-time or annually, as noted)
- \$\$\$: \$25,000 to \$50,000 (one-time or annually, as noted)
- \$\$\$\$: More than \$50,000 (one-time or annually, as noted)

TABLE 14. YEAR 1 (INITIAL EFFORT) WORK PROGRAM

Strategy Group Action Item	Next Steps	Deliverables	City Staff Requirement, hrs/yr			Re- sources	Priority	Goals
			Optimal Imple- men- tation	Year 1 Recom- mendation				
				1000 Hours	2000 Hours			
1. EDSP ORGANIZATION AND OPERATIONS								
A. Establish overall implementation approach and milestones.	Refine the list of near-term deliverables, consisting of meetings, working documents, and documentation of processes, using the elements in this Work Program as a point of departure, along with the Strategy Group interaction matrix, Table 15. For strategy groups with next steps that focus on “coordination frameworks,” structure these frameworks recognizing that the coordination process primarily involves connecting existing activities, organizations, etc. to implementation of the EDSP.	Consolidated work program for all year 1 action items	100	100	100	Exist. staff	High	1-8
B. Institutionalize a system of partners who will participate in EDSP implementation.	Working with prospective participants, individually and/or through meetings, prepare list of confirmed partners and their commitments to various framework elements, with target dates, milestones, etc.	Partner-interaction calendar for all year 1 action items Coordination meetings with key partners (as identified for individual action items below)	80	80	80	Exist. staff	High	1-8
C. Establish the City’s Economic Development taskforce around the work program established by the EDSP; as appropriate, create task-oriented	As part of “next steps” evaluation of individual action items below, identify appropriate roles for ED taskforce or subcommittees.	Study session with ED Task Force to define roles	300	300	300	Exist. staff	High	1-8

Beaumont Economic Development Strategic Plan (DRAFT)
The Natelson Dale Group, Inc.

Strategy Group Action Item	Next Steps	Deliverables	City Staff Requirement, hrs/yr			Priority	Goals
			Optimal Imple- men- tation	Year 1 Recom- mendation 1000 Hours	2000 Hours		
subcommittees to support City staff in carrying out near-term priorities.							
2. MARKETING, GENERAL							
A. Develop marketing materials that reflect the comprehensive nature of planning and economic development programs within the City; closely coordinate economic development marketing with the Strategic Communications Plan and overall branding initiative currently being implemented by the City (e.g., the recently adopted tagline "A City Elevated" should be modified for ED marketing purposes, effectively expressing both current conditions and plans for further improvements).	Conduct work session(s) with City's Public Information Officer (lead staff person for implementation of the City's current branding initiative) to identify immediate opportunities to integrate economic development messages into the City's larger communications/branding strategy. As appropriate, include the City's branding consultant in these discussions to ensure effective interface between the EDSP and the City's overall marketing program.	Coordinated marketing materials, individually tailored to each area of focus.				High	1-4, 8
B. Incorporate City's mission concepts related to sustainability, quality-of-life, and citizen values into marketing materials.	Within the framework of the City's larger communications initiative, develop and implement an "economic development focused" marketing program (and related collateral materials). This program should reflect the following factors:	Tactical plan for first year of ED-specific marketing (i.e., listing of media types and outlets; estimated budget for advertising and other marketing tactics).	400	200	200	High	1-4, 8
C. Within economic development marketing materials, reflect the technology-focused framework that has helped inform industry targeting, including its relevance to prospective employers (tech-related or otherwise).	<ul style="list-style-type: none"> Support of specific EDSP initiatives that have a marketing dimension (as identified in individual action items below) Effective leveraging of partner/stakeholder resources (for help 					High	1-4, 8
D. Coordinate messages to jointly promote real estate development / revitalization and industry targeting (for both local-serving businesses and employers). (See						Med	1-4, 8

Strategy Group Action Item	Next Steps	Deliverables	City Staff Requirement, hrs/yr			Re- sources	Priority	Goals
			Optimal Imple- men- tation	Year 1 Recom- mendation 1000 Hours	2000 Hours			
separate strategy groups below for Real Estate Development and Industry Targeting.)	in dissemination of marketing messages, etc.)							
E. Embed in marketing materials, as appropriate, messages that include mention of expected benefits to the local citizenry from economic development efforts.	<ul style="list-style-type: none"> Consideration of the potential need for outside professional assistance in developing the initial market program 					High	1-4, 8	
F. Establish an Economic Development Website dedicated to providing a platform market the City's message, engage with partners and companies, and publish data and programs to better serve customers and prospects.					\$\$-\$\$\$\$, for Website design and data sources	Low	1-8	
G. Review marketing programs and materials used by economic development partners, and key competitors, locally and regionally, for message-consistency with Beaumont programs/materials and to secure Beaumont's market positioning.						High	1-4, 8	
3. EXISTING-BUSINESS RETENTION AND EXPANSION (BRE)								
A. <i>Business Outreach</i> . Utilize online surveys, business site visits and other typical economic development tools to expand communication with existing firms, to achieve any or all of the following purposes:	Based on a review of options – including systems that might be in use within the region and those available through vendors ³ and in common use, or independently designing a system – select preferred	Delineated outreach materials / formats Prioritized business contact list	200	200	200	\$\$\$ annually, if using outside vendors	Med	1, 2, 8

³ E.g. Blane Canada Ltd.

Strategy Group Action Item	Next Steps	Deliverables	City Staff Requirement, hrs/yr			Re- sources	Priority	Goals
			Optimal Imple- men- tation	Year 1 Recom- mendation	2000			
			Hours	Hours	Hours			
<ul style="list-style-type: none"> Identify any needs for business assistance. Connect businesses with available support resources. Probe businesses' sense of locational advantages and disadvantages of being in Beaumont (and having regional assets such as the two nearest airports), including such issues as the desirability of and potential for bringing key suppliers or business-service firms to the City. Relate these findings to the process of refining/updating industry targets. Identify any needs for coordinating operational or expansion requirements with local regulatory bodies. 	<p>method(s) for sustaining a robust outreach process and identify the necessary resources to implement. Launch high-profile BRE program with a heavy initial focus on increasing direct communication with and outreach to the existing business community. Program should include a mix of the following outreach methods, as also reflected in the Deliverables column:</p> <ul style="list-style-type: none"> Create and Conduct Surveys Quarterly meetings/mixers with the business community (potentially focused on different business/ industry types each quarter) In-person visits to key businesses (potentially utilizing volunteers from the City Council to expand the reach of this effort) <p>As part of ED-specific marketing program, design a succinct brochure (and corresponding web-based materials) highlighting available business assistance resources available through the City and partner organizations.</p>	<p>to support</p>	120	120	120			
		Online surveys and compilations	120	120	120	Med	1-3, 8	
		Quarterly meetings/mixers with the business community	80		80	Med	1, 2, 8	
		In-person visits to key businesses	120		60	Med	1, 2, 8	
		Internal and External Brochures and corresponding web-based materials on business assistance	200		80	High	1-4, 8	

Strategy Group Action Item	Next Steps	Deliverables	City Staff Requirement, hrs/yr			Re- sources	Priority	Goals
			Optimal Imple- men- tation	Year 1 Recom- mendation				
				1000 Hours	2000 Hours			
4. INDUSTRY TARGETING, LOCAL-SERVING BUSINESSES								
A. Use data from research conducted for the EDSP to detail conditions related to, and define strategies for addressing, retail leakage conditions in the City, in relation to the City's competitive position with respect to commercial development characteristics (including market advantages / disadvantages) of surrounding communities.	Identify highest-priority retail tenant targets (i.e., names of specific retail/ restaurant chains) based on a category-by-category review of retail demand projections in the real estate market study prepared for the EDSP and the relevant Deliverables shown.	Initial list of high-priority targets for retail and restaurant tenant recruitment. Meetings with management of existing major shopping centers (and, if applicable, with developers of forthcoming retail development projects) to identify opportunities to collaborate on retail tenant recruitment; Collateral materials for retail tenant recruitment Online survey and documentation of Beaumont residents (and potentially include residents of	300	80	Exist. Staff + \$\$ for Data sources	Med	1, 2, 8	
B. Implement retail tenant recruitment program, in partnership with interested property owners, as part of expanded marketing efforts.	Design retail-specific marketing materials as part of overall ED marketing program.	Collateral materials for retail tenant recruitment Online survey and documentation of Beaumont residents (and potentially include residents of	40	24		Med	1, 2, 8	
			60	60		Med	1, 2, 3, 8	

Strategy Group Action Item	Next Steps	Deliverables	City Staff Requirement, hrs/yr			Re-sources	Priority	Goals
			Optimal Imple- men- tation	Year 1 Recom- mendation				
				1000 Hours	2000 Hours			
		Banning and Calimesa) to pinpoint consumer priorities for new retail and restaurant businesses in the region.						
	Review options for partnerships and other resources related to retail tenant recruitment (including commercial real estate brokers; developers and property managers; ICSC, etc.).					Med	1, 2, 8	
5. INDUSTRY TARGETING, EMPLOYERS								
A. Refine, prioritize, and update target-industry prospects, through:								
<ul style="list-style-type: none"> Monitoring large-scale patterns of change in technology and application of technology – to manufacturing and distribution, offshoring/onshoring of production, and similar considerations. Exploring opportunities for leveraging the presence of the two nearest airports as business attractors, by expanding awareness of the different types of companies/industries now taking advantage of each of those facilities, the 	Identify highest-priority target industries based on the processes shown in the Deliverables column.	Initial prospect list	400	80	May involve \$\$\$, annually for 1-2 years, then periodically after, if using outside vendor data-bases	High	1, 2, 8	

Strategy Group Action Item	Next Steps	Deliverables	City Staff Requirement, hrs/yr			Re- sources	Priority	Goals
			Optimal Imple- men- tation	Year 1 Recom- mendation				
				1000 Hours	2000 Hours			
<p>airports' plans for expansion and development, and other considerations. (Business parks co-located with the airports may represent, for Beaumont, one of the nearest aspirational developments of this type.)</p> <ul style="list-style-type: none"> Incorporating consideration of how changes in technology can improve connectivity of outlying communities, for both the general development and specifically for tech-related businesses (e.g., expanded use of autonomous vehicles could enhance access to metropolitan-fringe communities such as Beaumont by facilitating lengthy commutes both in and out of the community). Join and Attend Trade Association conferences of city's largest employers, Regional site selectors, and the Inland Empire Regional Broadband consortium 		<p>Workshop with ED Committee to review target industry/cluster study prepared for the EDSP process</p> <p>Meeting with partner agencies to determine compatibility of their industry attraction efforts with Beaumont's strongest market opportunities</p> <p>Meeting with industrial developers, property owners and brokers to identify opportunities to collaborate on industrial tenant attraction.</p>	40	20				
			60	20				
<p>B. Implement target industry marketing program in partnership with industrial property owners and regional economic development organizations.</p>	<p>Design industry-specific marketing materials as part of overall ED marketing program.</p> <p>Review options for partnerships and other resources related to industrial</p>	<p>Collateral materials for industrial tenant recruitment</p> <p>Response team MOU and protocols</p>	40	32		Med	1, 2, 8	
			80	20				

Strategy Group Action Item	Next Steps	Deliverables	City Staff Requirement, hrs/yr			Re- sources	Priority	Goals
			Optimal Imple- men- tation	Year 1 Recom- mendation 1000 Hours	2000 Hours			
	tenant recruitment (including industrial real estate brokers; developers and property managers; site selection magazines; targeted trade shows; etc.).							
	Evaluate potential for establishing a formal regional partnership focused on "lead generation" for industry attraction efforts.							
	Determine protocols defining how relevant partners are expected to participate in how the City responds to employer prospects (e.g. having a public/private team that can be assembled quickly to answer questions, encourage prospects to feel comfortable within the community, etc.)							
6. ENTREPRENEURIAL DEVELOPMENT								
A. Investigate extent to which existing entrepreneurial-development programs / facilities in the region meet the needs for the kinds of entrepreneurs present and anticipated in Beaumont, recognizing the different types of support needed by local-consumer startups and tech-oriented startups.	Using information in the EDSP as a point of departure, identify existing providers in the region and points of contact.	Meeting with existing providers in the region			Exist. staff	Med	4, 5	
		Summary memo of how existing programs / facilities can serve Beaumont entrepreneurs' needs.	100	40				

Strategy Group Action Item	Next Steps	Deliverables	City Staff Requirement, hrs/yr			Priority	Goals
			Optimal Imple- men- tation	Year 1 Recom- mendation			
				1000 Hours	2000 Hours		
		Annotated database of providers					
B. Confirm the relevance of tying into an existing networking system / program directed towards entrepreneurs (1 Million Cups), which already has a presence in the region, as a means of expanding entrepreneurs' awareness of one another and relevant resources, etc.	Prepare coordination framework showing how the city, through partners if possible, can be represented (as appropriate) within existing entrepreneur-coordination groups currently active in the region.	Participation calendar	40	40	Med	5	
C. Explore ways the City can maximize its coordination with the business model of the most accessible / relevant incubator operators in the region and their tenant focus.					Med	4, 5	
D. Incorporate real estate development / revitalization programs into entrepreneurial development programs, as appropriate to the extent that entrepreneurs' space-using options are currently constrained.	In conjunction with entrepreneur-coordination groups and office/industrial developers, prepare initial assessment of how co-working space could be made available in Beaumont, including use of surplus City-owned building.	"Survey-level" feasibility memo	60		Low	4, 5	
E. Incorporate initiatives within the Quality of Life Enhancements strategy group (below) into strategies promoting entrepreneurial development.					Low	4, 5	

Strategy Group Action Item	Next Steps	Deliverables	City Staff Requirement, hrs/yr			Re- sources	Priority	Goals
			Optimal Imple- men- tation	Year 1 Recom- mendation 1000 Hours	2000 Hours			
7. REAL ESTATE DEVELOPMENT AND REVITALIZATION / REDEV.								
A. <i>Continually monitor coordination efforts between the General Plan and other research work and economic development objectives and actions. For example:</i>							High	1, 2, 4, 8
<ul style="list-style-type: none"> • Explicitly relate planned commercial/industrial areas to industry targets and the City's overall economic development approach. • Show how areas designated for revitalization relate to economic development targets and programs. • Show how the repurposing of certain structures/areas can support startup companies. <p><i>The intent of this ongoing monitoring effort would be to ensure that the City's various development-related policies remain in sync and, when appropriate, to make future policy adjustments to maximize the alignment of these closely related programs.</i></p>	Prepare coordination framework showing how the City's planning and revitalization efforts are best aligned with marketing messages and other economic development efforts, including BRE, recruitment, etc.	Inter-departmental coordination memo	200	100	Exist. staff			
B. Market key "development opportunity sites" in partnership with interested property owners.							Low	1, 2, 4, 8
C. Create and market incentives for redevelopment / revitalization of older properties (potentially including non-	Prepare initial inventory and preliminary assessment of incentive options, including those discussed in	"Survey-level" memo	100		Exist. staff		Low	1, 2, 4, 6, 8

Strategy Group Action Item	Next Steps	Deliverables	City Staff Requirement, hrs/yr			Re- sources	Priority	Goals
			Optimal Imple- men- tation	Year 1 Recom- mendation				
				1000 Hours	2000 Hours			
financial incentives such as expedited entitlements and permit processing).	the EDSP, such as shovel-ready sites, "program" EIRs, and allowing higher development densities on larger parcels or within designated revitalization areas.							
D. Implement the economic development components of the Downtown Specific Plan (through marketing, focused incentives, etc.).						Low	1, 2, 4, 8	
E. As appropriate, contact the owners of commercial properties that might benefit from revitalization efforts to assess interest and potential partnerships or other forms of public support to achieve revitalization / redevelopment goals.						Low	1, 2, 4, 8	
8. DEVELOPMENT STREAMLINING								
A. Analyze current development approval processes (including Planning, Public Works and Building & Safety) and investigate options for expediting approvals (including expanded use of program-level environmental impact reports; online permitting tools, etc.).	Prepare coordination framework for phase 1 of this strategy, which focuses on an in-house review, goal-setting process, and outline of options, including potential need for additional research via outreach to the development community, etc.	Memo for Council review; Incentive package policy proposal for Council review	120	80	Exist. staff**	High	6	
B. Review City user and processing fees and processes; Evaluate options to create Economic Development incentive packages structured based on industry targets						High	6	
C. Tie whatever development streamlining procedures are put in place to a system			40	40		High	2, 6	

Strategy Group Action Item	Next Steps	Deliverables	City Staff Requirement, hrs/yr			Re- sources	Priority	Goals
			Optimal Imple- men- tation	Year 1 Recom- mendation				
				1000 Hours	2000 Hours			
for expediting in-City business relocations and expansions (through entitlements, permitting, etc.), as part of a Business Attraction and Business Retention and Expansion (BRE) program.								
9. CITY FISCAL AND OTHER POLICY INTERFACE								
A. Coordinate industry targeting and retention / expansion programs to align with opportunities to add to City fiscal health and resilience, and to steer development activity where and when infrastructure capacity exists to accommodate it.	Prepare initial-phase coordination framework, focusing on identifying any fiscal constraints, requirements, opportunities, or other issues that could affect industry-targeting, BRE, and other economic development operational frameworks.	Memo for Council review	80		Exist. staff	Low	1, 2, 8	
B. Coordinate with general policy positions in the City to maximize compatibility with economic development efforts.						Low	1, 2, 8	
10. INFRASTRUCTURE DEVELOPMENT COORDINATION								
A. Coordinate with other agencies / service providers to ensure that core resources are adequate to accommodate targeted development and business growth.	Prepare initial-phase coordination framework, focusing on identifying any infrastructure capacity, location, and financing issues, current and near-term future, that could affect industry-targeting, BRE, and other economic development operational plans.	Memo for Council review	80		Exist. staff*	High	2, 8	
B. Review the existing Capital Improvements Plan (CIP) to identify planned projects particularly supportive of economic development efforts as outlined in the EDSP, and for opportunities to re-prioritize such projects, as appropriate. Include consideration of how certain						High	2, 8	

Strategy Group Action Item	Next Steps	Deliverables	City Staff Requirement, hrs/yr			Re- sources	Priority	Goals
			Optimal Imple- men- tation	Year 1 Recom- mendation 1000 Hours	2000 Hours			
improvements can also contribute to attractiveness of the community, quality-of-life, etc. (e.g. alternative transportation options).								
C. Prioritize projects in future CIP updates based on the EDSP and its progress in implementation.							Med	2, 8
D. Monitor ongoing technology-driven changes in infrastructure requirements, for all user types and create “technology infrastructure” improvements plan that prioritizes critical investments.	Prepare outline of “technology infrastructure improvements coordination framework” that focuses initially on how to define and identify the types and sources of information that will help prioritize critical tech-related investments. Appoint subcommittee (of ED Committee) to monitor City’s competitiveness with respect to technology infrastructure.	Internal working framework document with periodic updates	60		Exist. staff	Low		1, 2, 4, 8
11. WORKFORCE DEVELOPMENT								
A. Workforce Development Coordination. Coordinate with local / regional educational / workforce-development organizations to ensure that available workforce training resources are in sync with the City’s business development efforts (including retention / expansion and findings of employer outreach) and industry targeting.	Prepare coordination framework defining the critical partners and partners’ roles leading to establishing a system for defining the goals, methods, etc. related to, eventually, synchronizing workforce training with BRE survey results and refinement of industry targeting.	Internal working framework document with calendar.	40	40		High		1, 2, 4, 8
			100	60	Exist. staff	Low		1, 7

Strategy Group Action Item	Next Steps	Deliverables	City Staff Requirement, hrs/yr			Priority	Goals
			Optimal Imple- men- tation	Year 1 Recom- mendation			
				1000 Hours	2000 Hours		
	Appoint ED taskforce subcommittee to support City's interface with workforce development partners						
B. Identify workforce development programs that can be positioned as "incentives" in marketing and industry targeting efforts.					Low		
C. Direct marketing and planning efforts toward positioning Beaumont as an attractive place for tech-oriented workers to live. (See also Quality of Life Enhancements strategy group, below, and Placemaking.)	As part of the coordination framework for marketing materials (Marketing strategy group, above), specifically include marketing tactics aimed at positioning Beaumont (now and in the future) as an attractive place for tech-oriented workers to live. Appoint ED taskforce subcommittee focused on Quality of Life and Placemaking as they specifically relate to increasing Beaumont's long-term attractiveness to tech workers	Memo to marketing team.	20	20	Low	1, 2, 4, 8	
12. PLACEMAKING							
A. Within the framework of activities related to real estate development / revitalization (see relevant strategy group above), identify and cultivate the potential for new and revitalizing areas to serve as a focus for the community: for welcoming visitors and providing public spaces, landmark structures, etc.	Design coordination framework focusing on: 1) generating near-term goals and objectives related to placemaking within the context of the EDSP, and 2) aligning work program activities related to marketing and real estate	Memo to action item team leaders	140	40	Low	1, 4	

Strategy Group Action Item	Next Steps	Deliverables	City Staff Requirement, hrs/yr			Re- sources	Priority	Goals
			Optimal Imple- men- tation	Year 1 Recom- mendation				
				1000 Hours	2000 Hours			
B. Identify and promote actions to encourage the placemaking potential of the Downtown area within the framework of the Downtown Specific Plan.	development / revitalization with placemaking goals / objectives.					Low	1, 4	
C. Consider expanding the range of special events in the city, focusing on events that have strong potentials to reinforce placemaking efforts.						Low	1, 4	
13. QUALITY OF LIFE ENHANCEMENTS								
A. Activities in this category need to be closely coordinated with the Real Estate Development, Placemaking, Entrepreneurial Development and Workforce Development sections, above, prioritizing projects and initiatives that incorporate the concept of creating assets that also improve quality of life.	Design coordination framework focusing on: 1) generating near-term goals and objectives related to quality-of-life enhancements within the context of the EDSP and related marketing efforts, and 2) aligning work program activities related to marketing, real estate development, placemaking, entrepreneurial development, and workforce development with quality-of-life enhancement goals / objectives.	Memo to action item team leaders	120		Exist. staff	Low	1, 4	
B. Reinforce, in City policy positions related to housing, the economic development connection to the following two aspects of housing supply: 1) the need for affordable housing to assure a wide range of employers that housing would be available for their workforce; and 2) the desirability of having a full spectrum of housing price levels, to accommodate			100	60	60	High	1, 2, 4, 8	

Strategy Group Action Item	Next Steps	Deliverables	City Staff Requirement, hrs/yr			Re- sources	Priority	Goals
			Optimal Imple- men- tation	Year 1 Recom- mendation				
				1000 Hours	2000 Hours			
relatively affluent high-skilled workers, entrepreneurs and business owners. The City's role in this can be limited to maintaining the appropriateness of planning and zoning documents, making economic development promotional material available to homebuilders as well as other developers, and assisting homebuilders through Development Streamlining processes as outlined above.								
TOTAL HOURS			4140	1100	2136			

*Substantial participation by non-economic-development staff.

TABLE 15. STRATEGY GROUP INTERACTION MATRIX

Strategy Group, action summary/Strategy group	Marketing, general	Existing-business retention & expansion	Industry targeting, local-serving businesses	Industry targeting, employers	Entrepreneurial development	Real estate dev./revitalization
MARKETING, GENERAL Comprehensive, coordinated marketing materials			Inform prospects	City/targets both benefit		Tie in as incentive
EXISTING-BUSINESS RETENTION AND EXPANSION Business Outreach			Targets support exist. bus.			Incentive
INDUSTRY TARGETING, LOCAL-SERVING BUSINESSES Strategy to address retail leakage				Helps attract	Adds options	Incentive
INDUSTRY TARGETING, EMPLOYERS Refine and implement target industry marketing program					Adds options	Incentive
ENTREPRENEURIAL DEVELOPMENT Leverage existing resources where possible to encourage and support entrepreneurship						Creates space for
REAL ESTATE DEVELOPMENT AND REVITALIZATION/REDEVELOPMENT Align plans and policies for development and revitalization with economic development plans and practices						
DEVELOPMENT STREAMLINING Expedite the development approval process in recognition of other City development goals and policies						
CITY FISCAL AND OTHER POLICY INTERFACE Align economic development plans and practices with City fiscal practices and fiscal health and resilience						
INFRASTRUCTURE DEVELOPMENT COORDINATION Ensure that core infrastructure resources are available to accommodate targeted development and business growth.						
WORKFORCE DEVELOPMENT Ensure that available workforce training resources are in sync with the City's business development efforts						
PLACEMAKING Position Beaumont as an attractive place for tech-oriented workers						
QUALITY OF LIFE ENHANCEMENTS Align real estate development / revitalization policies with enhancement of community focal areas. Prioritize projects and initiatives, including housing, that include the creation of assets that also improve quality of life.						

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TABLE 15. STRATEGY GROUP INTERACTION MATRIX, CONT'D.

Strategy Group, action summary/Strategy group	Development streamlining	City fiscal and other policy interface	Infrastructure development coordination	Workforce development	Place-making	Quality of life enhancements
MARKETING, GENERAL						
Comprehensive, coordinated marketing materials	Tie in as incentive				Show relationship	
EXISTING-BUSINESS RETENTION AND EXPANSION						
Business Outreach	Incentive			Tie in as asset, incentive		
INDUSTRY TARGETING, LOCAL-SERVING BUSINESSES						
Strategy to address retail leakage	Incentive	Helps balance	Coord. capacity		Enhancing element	
INDUSTRY TARGETING, EMPLOYERS						
Refine and implement target industry marketing program	Incentive		Coord. capacity	Asset, incentive		Supports prosperity
ENTREPRENEURIAL DEVELOPMENT						
Leverage existing resources where possible to encourage and support entrepreneurship	Incentive				Enhancing element	Asset for entrepr.
REAL ESTATE DEVELOPMENT AND REVITALIZATION/REDEVELOPMENT						
Align plans and policies for development and revitalization with economic development plans and practices	Incentive		Coord. capacity		Coord. plans	Adds to QoL, hsg.
DEVELOPMENT STREAMLINING						
Expedite the development approval process in recognition of other City development goals and policies			Coord. policies			Housing dev. also
CITY FISCAL AND OTHER POLICY INTERFACE						
Align economic development plans and practices with City fiscal practices and fiscal health and resilience			Coord. policies			
INFRASTRUCTURE DEVELOPMENT COORDINATION						
Ensure that core infrastructure resources are available to accommodate targeted development and business growth.						
WORKFORCE DEVELOPMENT						
Ensure that available workforce training resources are in sync with the City's business development efforts						Options for res.
Position Beaumont as an attractive place for tech-oriented workers					Supportive assets	
PLACEMAKING						
Align real estate development / revitalization policies with enhancement of community focal areas.						Adds to QoL
QUALITY OF LIFE ENHANCEMENTS						
Prioritize projects and initiatives, including housing, that include the creation of assets that also improve quality of life.						

Beaumont Economic Development Strategic Plan (DRAFT)
The Natelson Dale Group, Inc.

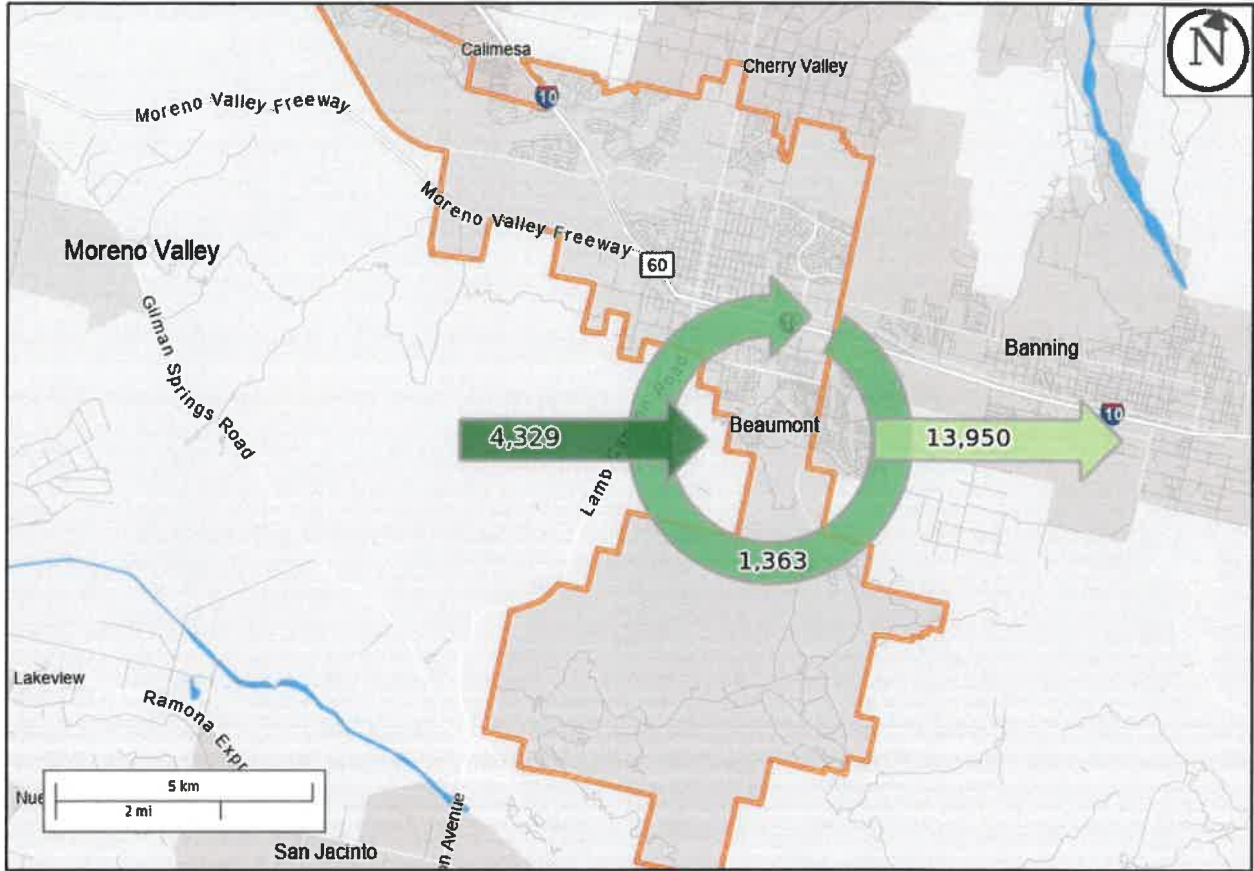
Appendix A – Commuter Flow Data Summary

Beaumont Inflow/Outflow Summary

The following figures and tables show job inflow/outflow patterns for employees and resident workers in the City of Beaumont. The inflow/outflow counts are from the U.S. Census Bureau's OnTheMap application, with underlying data from the Bureau's Longitudinal Employer–Household Dynamics (LEHD) program.

Figures A-1 and A-2 show visual representations of the job inflow/outflow counts in the City of Beaumont. Of the 5,692 total jobs in the City, 1,363 (24%) are held by City residents, while the remaining 4,329 (76%) are held by non-City residents. Additionally, of the 15,313 workforce participants living in Beaumont, 13,950 (91%) are employed outside of the City.

FIGURE A-1: INFLOW/OUTFLOW COUNTS FOR CITY OF BEAUMONT (ALL WORKERS)



Map Legend

Selection Areas

Analysis Selection

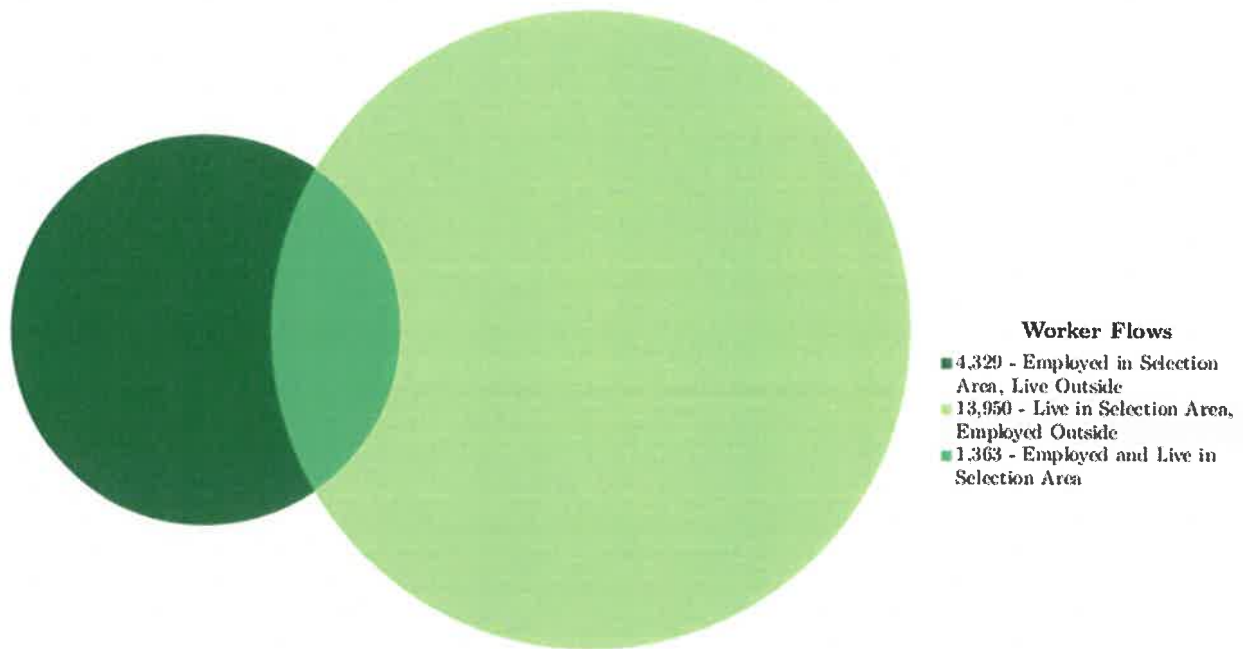
Inflow/Outflow

- Employed and Live in Selection Area
- Employed in Selection Area, Live Outside
- Live in Selection Area, Employed Outside

Note: Overlay arrows do not indicate directionality of worker flow between home and employment locations.

Source: U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics

FIGURE A-2: INFLOW/OUTFLOW WORKER FLOWS FOR CITY OF BEAUMONT (ALL WORKERS)



Worker Totals and Flows	2015	
	Count	Share
Employed in the Selection Area	5,692	100.0
Employed in the Selection Area but Living Outside	4,329	76.1
Employed and Living in the Selection Area	1,363	23.9
Living in the Selection Area	15,313	100.0
Living in the Selection Area but Employed Outside	13,950	91.1
Living and Employed in the Selection Area	1,363	8.9

Source: U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics

Outflow

Figures A-3 and A-4 show visual representations of job outflow patterns for Beaumont residents. Figure A-3 shows a map based on the top 50 communities that Beaumont residents travel to for work. Figure A-4 shows the same data (top 25 communities) in bar-chart form.

Table A-1 shows the workplace destinations of workers residing in Beaumont for the top 36 places,⁴ ranked by number of workers. Total jobs (first column) are also segmented into three separate Industry Sector Groups. (The Goods-Producing industry sector group includes the following industries: 1) Agriculture, Forestry, Fishing and Hunting, 2) Mining, Quarrying, and Oil and Gas Extraction,

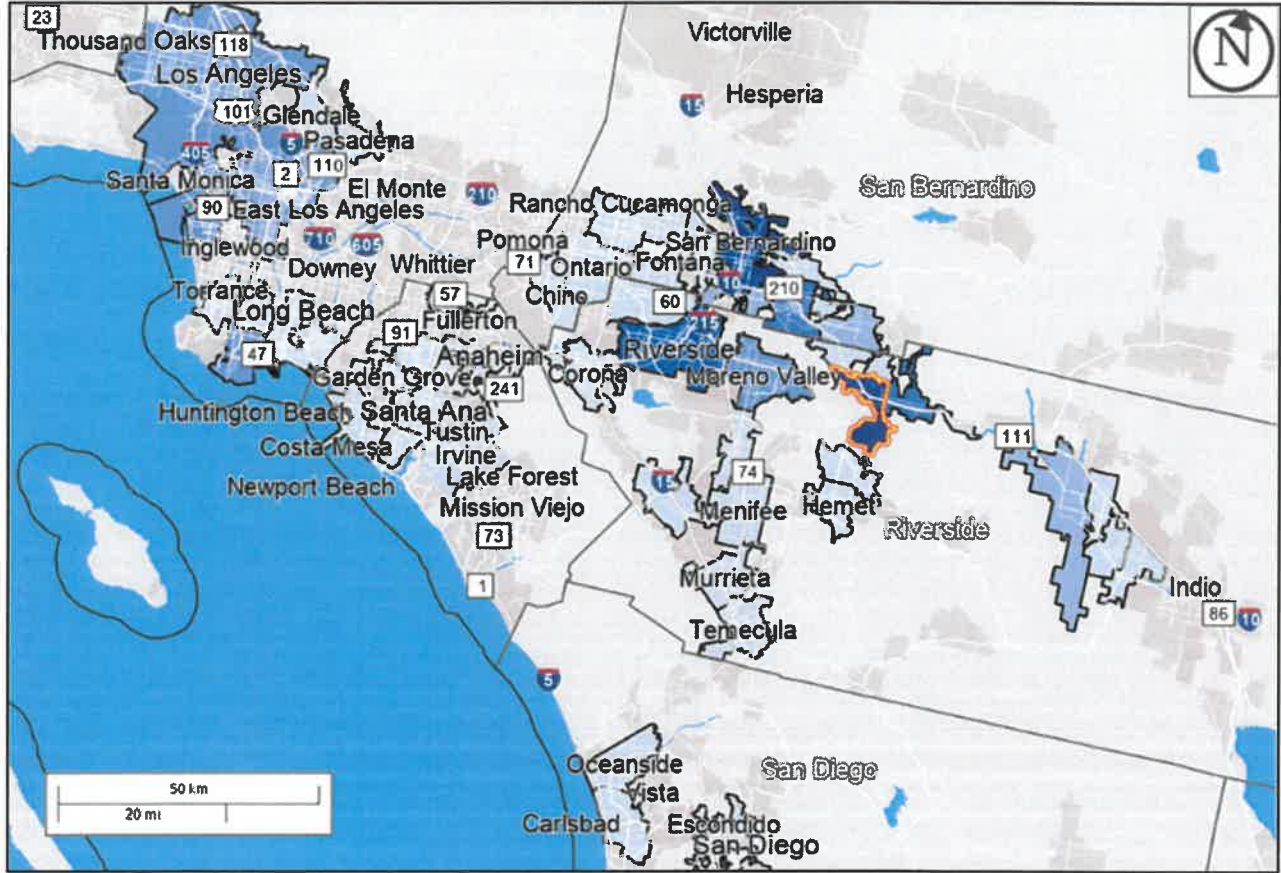
⁴ The list is based on a combination of ranking by total number of workers and number of workers in each of the three industry sector groups, to be inclusive of places with relatively high numbers in at least one sector group.

3) Construction, and 4) Manufacturing.) The last three columns in the table show a "concentration index" for each of the three Industry Sector Groups, which facilitates direct comparison among the three groups of the extent to which employment in any group is disproportionately represented within the out-commuters (figures above or below the value of 1), for each of the 36 places. For example, the table shows that Corona has a relatively high proportion of Beaumont out-commuters in the Goods-Producing industry group, although the absolute number of those workers is just 57.

Table A-2 shows the same destinations as Table A-1, with Beaumont out-commuters segmented by three Earnings categories and three Age categories, expressed as percentages of the total workers (sum of all three categories), for each of the 36 places. Note, for example, that Cabazon has high proportions of Beaumont out-commuters in the youngest age category and the lowest earnings category, which might be explained by the workforce at the retail outlet center located there.

Note that data for Beaumont are included on both tables. From the numbers in these charts and tables, five cities – San Bernardino, Beaumont, Riverside, Redlands, and Banning – account for more than one-third (34.5%) of jobs for Beaumont resident workers.

FIGURE A-3: JOB LOCATIONS FOR CITY OF BEAUMONT OUT-COMMUTERS (CITIES, CDPs, ETC.)



Map Legend

Job Count

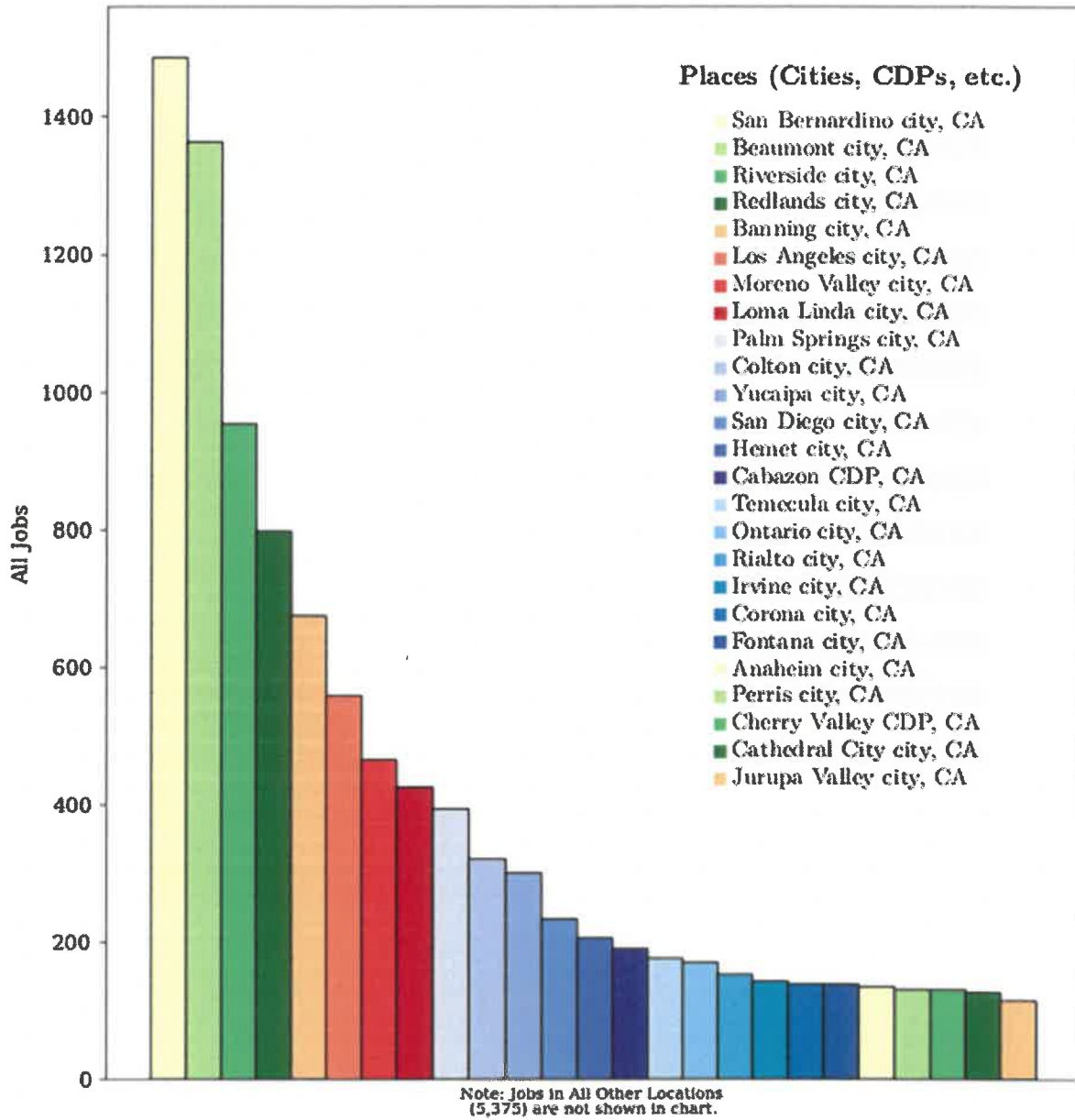
- 1,279 - 1,485
- 1,073 - 1,278
- 866 - 1,072
- 660 - 865
- 453 - 659
- 247 - 452
- 40 - 246

Selection Areas

- ★ Analysis Selection

Source: U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics

FIGURE A-4: RESIDENT WORKERS FROM CITY OF BEAUMONT TO TOP 25 WORK PLACES (CITIES, CDPs, ETC.)



Source: U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics

TABLE A-1. BEAUMONT RESIDENT WORKER OUT-COMMUTERS BY INDUSTRY SECTOR GROUP

Places	Total Jobs	Jobs by Industry Sector Groups:			Concentration Index by Group:		
		Goods-Producing	Trade, Transportation, and Utilities	All Other Services	Goods-Producing	Trade, Transportation, and Utilities	All Other Services
San Bernardino	1,485	71	186	1,228	0.46	0.67	1.16
Beaumont	1,363	225	153	985	1.59	0.60	1.02
Riverside	955	92	125	738	0.93	0.70	1.09
Redlands	797	60	96	641	0.72	0.65	1.13
Banning	676	31	93	552	0.44	0.74	1.15
Los Angeles	559	47	131	381	0.81	1.26	0.96
Moreno Valley	465	16	143	306	0.33	1.65	0.93
Loma Linda	426	1	4	421	0.02	0.05	1.39
Palm Springs	394	12	60	322	0.29	0.82	1.15
Colton	322	36	64	222	1.07	1.07	0.97
Yucaipa	301	49	39	213	1.57	0.70	1.00
San Diego	235	28	61	146	1.15	1.40	0.87
Hemet	206	26	43	137	1.21	1.12	0.94
Cabazon CDP	190	2	159	29	0.10	4.50	0.21
Temecula	177	29	42	106	1.58	1.28	0.84
Ontario	171	38	59	74	2.14	1.86	0.61
Rialto	153	22	59	72	1.38	2.07	0.66
Irvine	143	22	33	88	1.48	1.24	0.87
Corona	139	57	32	50	3.94	1.24	0.51
Fontana	139	18	65	56	1.24	2.52	0.57
Anaheim	136	30	34	72	2.12	1.34	0.75
Perris	132	20	54	58	1.46	2.20	0.62
Cherry Valley CDP	131	7	11	113	0.51	0.45	1.21
Cathedral	127	7	27	93	0.53	1.14	1.03
Jurupa Valley	116	24	56	36	1.99	2.60	0.44
Rancho Cucamonga	107	21	24	62	1.89	1.21	0.82
Santa Ana	95	11	23	61	1.11	1.30	0.90
Long Beach	92	7	21	64	0.73	1.23	0.98
Highland	91	15	11	65	1.58	0.65	1.01
San Jacinto	86	9	18	59	1.01	1.13	0.97
Murrieta	83	17	12	54	1.97	0.78	0.92
Orange	79	11	17	51	1.34	1.16	0.91
Calimesa	74	10	10	54	1.30	0.73	1.03
Escondido	72	20	17	35	2.67	1.27	0.68
Mentone CDP	69	14	19	36	1.95	1.48	0.73
Chino	68	24	17	27	3.39	1.34	0.56
Total	10,854	1,129	2,018	7,707	1.00	1.00	1.00

Source: U.S. Census Bureau, OnTheMap Application 2015 and LEHD Origin-Destination Employment Statistics; TNDG

TABLE A-2. BEAUMONT RESIDENT WORKER OUT-COMMUTERS BY AGE AND EARNINGS (PERCENTS)

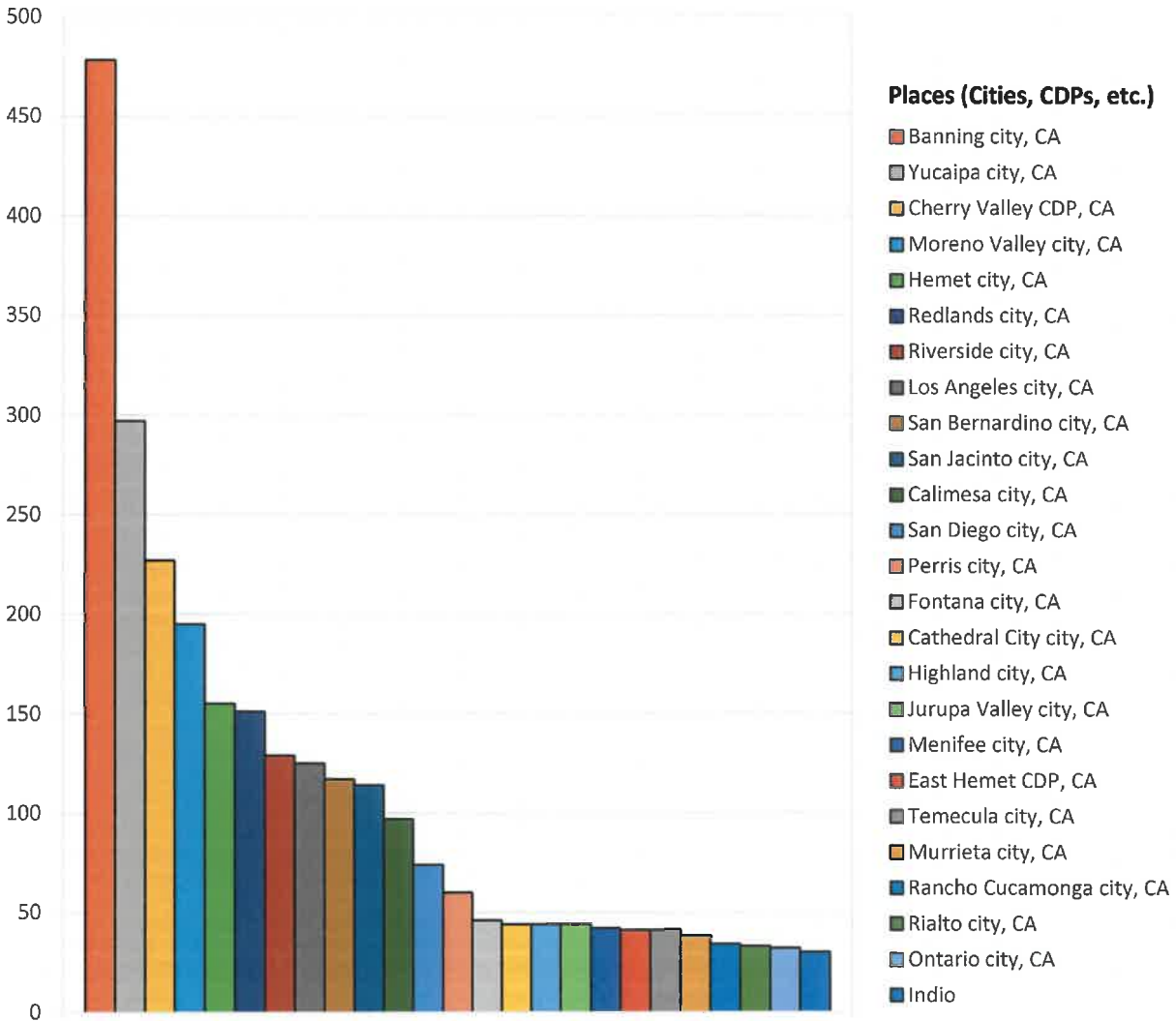
Places	Total Jobs	% of Jobs by Age of Worker:			% of Jobs by Worker Earnings:		
		29 or Younger	30 to 54	55 or Older	\$1,250/Mo. or Less	\$1,251/Mo. to \$3,333/Mo.	Greater than \$3,333/Mo.
San Bernardino	1,485	13.9%	67.9%	18.1%	9.5%	24.0%	66.5%
Beaumont	1,363	20.6%	57.7%	21.7%	34.6%	35.8%	29.6%
Riverside	955	15.1%	67.0%	17.9%	15.2%	23.8%	61.0%
Redlands	797	18.8%	61.7%	19.4%	16.7%	33.4%	49.9%
Banning	676	22.5%	58.9%	18.6%	27.4%	43.2%	29.4%
Los Angeles	559	24.0%	56.9%	19.1%	26.1%	31.3%	42.6%
Moreno Valley	465	24.3%	57.6%	18.1%	20.4%	32.9%	46.7%
Loma Linda	426	9.4%	68.5%	22.1%	5.6%	25.6%	68.8%
Palm Springs	394	11.2%	68.5%	20.3%	12.2%	29.2%	58.6%
Colton	322	15.8%	65.5%	18.6%	10.6%	27.6%	61.8%
Yucaipa	301	23.9%	57.1%	18.9%	36.9%	30.9%	32.2%
San Diego	235	27.2%	54.0%	18.7%	23.4%	36.2%	40.4%
Hemet	206	26.2%	55.3%	18.4%	28.6%	42.2%	29.1%
Cabazon CDP	190	52.1%	37.9%	10.0%	60.0%	23.2%	16.8%
Temecula	177	21.5%	61.6%	16.9%	26.0%	33.9%	40.1%
Ontario	171	22.2%	54.4%	23.4%	19.3%	39.2%	41.5%
Rialto	153	19.6%	58.8%	21.6%	19.6%	24.8%	55.6%
Irvine	143	30.1%	49.0%	21.0%	20.3%	39.2%	40.6%
Corona	139	21.6%	62.6%	15.8%	21.6%	30.2%	48.2%
Fontana	139	20.1%	48.9%	30.9%	10.8%	36.7%	52.5%
Anaheim	136	22.8%	50.7%	26.5%	22.1%	39.7%	38.2%
Perris	132	24.2%	65.9%	9.8%	21.2%	39.4%	39.4%
Cherry Valley CDP	131	22.9%	61.1%	16.0%	36.6%	48.9%	14.5%
Cathedral	127	26.8%	59.1%	14.2%	36.2%	21.3%	42.5%
Jurupa Valley	116	19.0%	69.0%	12.1%	21.6%	34.5%	44.0%
Rancho Cucamonga	107	21.5%	63.6%	15.0%	29.9%	39.3%	30.8%
Santa Ana	95	21.1%	58.9%	20.0%	28.4%	35.8%	35.8%
Long Beach	92	21.7%	57.6%	20.7%	33.7%	31.5%	34.8%
Highland	91	19.8%	61.5%	18.7%	26.4%	34.1%	39.6%
San Jacinto	86	24.4%	51.2%	24.4%	22.1%	34.9%	43.0%
Murrieta	83	22.9%	59.0%	18.1%	24.1%	27.7%	48.2%
Orange	79	30.4%	46.8%	22.8%	22.8%	35.4%	41.8%
Calimesa	74	18.9%	58.1%	23.0%	43.2%	43.2%	13.5%
Escondido	72	31.9%	55.6%	12.5%	26.4%	30.6%	43.1%
Mentone CDP	69	7.2%	76.8%	15.9%	13.0%	27.5%	59.4%
Chino	68	17.6%	63.2%	19.1%	26.5%	33.8%	39.7%
Total	10,854	19.9%	61.0%	19.1%	21.8%	31.7%	46.4%

Source: U.S. Census Bureau, OnTheMap Application 2015 and LEHD Origin-Destination Employment Statistics; TNDG

Inflow

Figures A-5 and A-6 show comparable data (from the Outflow section) for job *inflow* patterns – in-commuters working at Beaumont-based jobs. Figure A-5 shows the number of workers coming from the top 25 places outside Beaumont from which in-commuters originate. Figure A-6 maps most of these locations. Table A-3 shows the in-commuting figures, and includes figures for Beaumont itself.

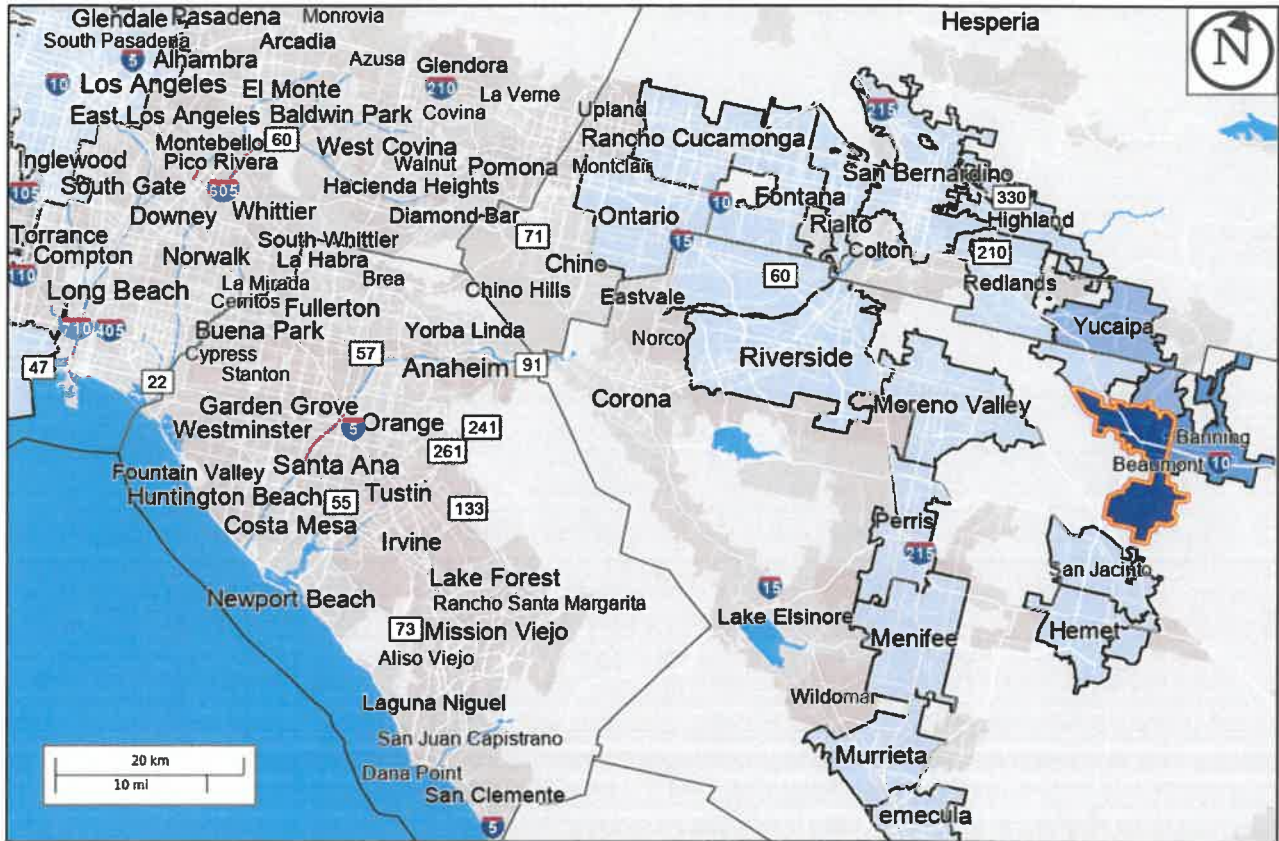
**FIGURE A-5. WORKERS FROM OTHER PLACES WHO WORK IN THE CITY OF BEAUMONT (CITIES, CDPs, ETC.)
(FOR ALL JOBS; ONLY THE FIRST 25 ENTRIES ARE SHOWN IN THE CHART)**



Note: the category of Jobs in All Other Locations (1,641) is not shown on the chart.

Source: U.S. Census Bureau, OnTheMap Application 2015 and LEHD Origin-Destination Employment Statistics; TNDG

FIGURE A-6. BEAUMONT IN-COMMUTER LOCATIONS



Source: U.S. Census Bureau, OnTheMap Application 2015 and LEHD Origin-Destination Employment Statistics; TNDG

Map Legend

- Job Count**
- 1,173 - 1,363
 - 983 - 1,172
 - 793 - 982
 - 603 - 792
 - 413 - 602
 - 223 - 412
 - 32 - 222

- Selection Areas**
- ★ Analysis Selection

TABLE A-3. LOCATIONS AND NUMBER OF WORKERS WHO WORK IN BEAUMONT
(ALL JOBS; CITIES, CDP'S, ETC.)

City/CDP	Count	Share
Beaumont	1,363	23.95%
Banning	478	8.40%
Yucaipa	297	5.22%
Cherry Valley CDP	227	3.99%
Moreno Valley	195	3.43%
Hemet	155	2.72%
Redlands	151	2.65%
Riverside	129	2.27%
Los Angeles	125	2.20%
San Bernardino	117	2.06%
San Jacinto	114	2.00%
Calimesa	97	1.70%
San Diego	74	1.30%
Perris	60	1.05%
Fontana	46	0.81%
Cathedral City	44	0.77%
Highland	44	0.77%
Jurupa Valley	44	0.77%
Menifee	42	0.74%
East Hemet CDP	41	0.72%
Temecula	41	0.72%
Murrieta	38	0.67%
Rancho Cucamonga	34	0.60%
Rialto	33	0.58%
Ontario	32	0.56%
Indio	30	0.53%
All Other Locations	1,641	28.83%
Total	5,692	100.00%

Source: U.S. Census Bureau, OnTheMap Application 2015 and LEHD Origin-Destination Employment Statistics; TNDG

Variations in Characteristics of Workers: Beaumont-Based, and Beaumont Out-Commuters and In-Commuters

Table A-4 provides additional detail about in-commuters and out-commuters, in relation to the jobs available in Beaumont (2015 data). The figures shown are based on data available from the common source for this information, and include number of employees by industry sector, where available, and otherwise by three industry-sector groupings of: 1) Goods-Producing, 2) Trade, Transportation, and Utilities, and 3) All Other Services. Besides highlighting the overall imbalance between available jobs and the in- and out-commuting patterns, the data show, for example, that a higher *percentage* of goods-producing jobs is available in Beaumont compared to the percentage of out-commuting workers' jobs in

that same sector group, but there are more *resident workers* than *available jobs* (absolute numbers) in Beaumont for the goods-producing sector. Similar comparisons can be made throughout the two tables by comparing the figures for each of the columns within a particular industry group or worker characteristic.

Information on Table A-5 is from the same data source, and shows the percentage of workers, in the same commute status as Table A-4, in 3 Earnings groups and 3 Age groups. The data show that out-commuters tend to be in higher earnings brackets, compared to jobs available in Beaumont. In-commuters tend to be younger than out-commuters.

TABLE A-4. BEAUMONT INFLOW-OUTFLOW INDUSTRIES (2015)

Jobs by Industry and Industry Class	Home (Resident Workers, any Location)	Work (Jobs in Beaumont)	Resident Wkr per Beaumont Job	Difference, Wkrs Minus Jobs in Beaumont ¹	Interior Jobs Filled by Residents	Inflow: Interior Jobs Filled From Outside City	Outflow: Exterior Jobs Filled by Residents
Goods-Producing Industry Class							
Agriculture, Forestry, Fishing and Hunting	171	4	42.8	167			
Mining, Quarrying, and Oil and Gas Extraction	13	0	n/a	13			
Construction	838	553	1.5	285	[data only available for sub-totals shown]		
Manufacturing	885	436	2.0	449			
Sub-Total, Goods-Producing	1,907	993	1.9	914	225	768	1,682
% of Total Jobs (by Column)	12.5%	17.4%		9.5%	16.5%	17.7%	12.1%
% of Beaumont Jobs Filled by Workers Living Outside City						77.3%	
Trade, Transportation, and Utilities Industry Class							
Utilities	130	58	2.2	72			
Wholesale Trade	591	38	15.6	553			
Retail Trade	1,672	1,200	1.4	472			
Transportation and Warehousing	658	81	8.1	577			
Sub-Total, Trade, Transportation, and Utilities	3,051	1,377	2.2	1,674	153	1,224	2,898
% of Total Jobs (by Column)	19.9%	24.2%		17.4%	11.2%	28.3%	20.8%
% of Beaumont Jobs Filled by Workers Living Outside City						88.9%	
All Other Services Industry Class							
Information	174	40	4.4	134			
Finance and Insurance	285	76	3.8	209			
Real Estate and Rental and Leasing	204	34	6.0	170			
Professional, Scientific, and Technical Services	582	111	5.2	471			
Management of Companies and Enterprises	128	13	9.8	115			
Administration & Support, Waste Mgmt., etc.	845	115	7.3	730			
Educational Services	1,792	1,284	1.4	508			
Health Care and Social Assistance	2,699	586	4.6	2,113			
Arts, Entertainment, and Recreation	310	39	7.9	271			

Jobs by Industry and Industry Class	Home (Resident Workers, any Location)	Work (Jobs in Beaumont)	Resident Wkr per Beaumont Job	Difference, Resident Wkrs Minus Jobs in Beaumont ¹	Interior Jobs Filled by Residents	Inflow: Interior Jobs Filled From Outside City	Outflow: Exterior Jobs Filled by Residents
Accommodation and Food Services	1,639	616	2.7	1,023			
Other Services (excluding Public Administration)	417	265	1.6	152			
Public Administration	1,280	143	9.0	1,137			
Sub-Total, All Other Services	10,355	3,322	3.1	7,033	985	2,337	9,370
% of Total Jobs (by Column)	67.6%	58.4%		73.1%	72.3%	54.0%	67.2%
% of Beaumont Jobs Filled by Workers Living Outside City						70.3%	
Grand Totals	15,313	5,692	2.7	9,621	1,363	4,329	13,950
% of Total Jobs (by Column)	100%	100%		100%	100%	100%	100%
% of Beaumont Jobs Filled by Workers Living Outside City						76.1%	

Source: U.S. Census Bureau, Longitudinal-Employer Household Dynamics Program, 2015 data, accessed during 05/2019 at <https://onthemap.ces.census.gov>.

TABLE A-5. PERCENT OF WORKERS IN COMMUTE CATEGORIES IN EARNINGS AND AGE GROUPS

Job/Worker Characteristics	Home (Resident Workers, any Location)	Work (Jobs)	Difference ¹	Interior Jobs Filled by Residents	Inflow: Interior Jobs Filled From Outside City	Outflow: Exterior Jobs Filled by Residents
Jobs by Earnings						
\$1,250 per month or less	22.6%	31.2%	17.5%	34.6%	30.1%	21.4%
\$1,251 to \$3,333 per month	33.6%	37.4%	31.4%	35.8%	38.0%	33.4%
More than \$3,333 per month	43.8%	31.4%	51.1%	29.6%	31.9%	45.2%
Jobs by Worker Age						
Age 29 or younger	21.1%	25.1%	18.8%	20.6%	26.5%	21.2%
Age 30 to 54	59.2%	54.6%	62.0%	57.7%	53.6%	59.4%
Age 55 or older	19.7%	20.4%	19.3%	21.7%	20.0%	19.5%

Notes:

1. The column heading entitled "Difference" stands for the number of Jobs within the City of Beaumont that are being filled by both resident workers living in Beaumont as well as workers commuting in from outside Beaumont to Places of Employment within the City.

Source: U.S. Census Bureau, Longitudinal-Employer Household Dynamics Program, 2015 data, accessed during 05/2019 at <https://onthemap.ces.census.gov>.

Agenda Item No. 14**Staff Report**

TO: Mayor and City Council Members
FROM: Christina Taylor, Community Development Director
DATE: July 2, 2019
SUBJECT: Update Regarding Wireless Telecommunication Ordinance

Background and Analysis:

At the June 6, 2017, City Council meeting, an interim urgency ordinance for a moratorium on wireless communication facilities within the City's right-of-way was approved. The City did not have guidelines in place to address this emerging technology. The moratorium put a hold on the issuance of any permits for new applications after the effective date of the ordinance. The moratorium expired April 2018.

In September 2017, the City entered into a contract with XG Communities for the marketing of City owned property to telecommunications providers and for the management of the site leasing contracts. XG Communities also provides City staff with updates on legislation and permitting requirements changes. Currently, XG Communities assists the City with citing wireless telecommunication facilities on public property and ensures that the City is complying with all State regulations regarding installation of wireless facilities on public property. For private property, the City has zoning regulations but does not have any formal guidelines design or development standards.

At the April 16, 2019, City Council meeting, staff presented an item regarding the need for guidelines and standards for location and operation of wireless telecommunication facilities throughout the City. This discussion was focused on private property standards but also recognized installation of wireless telecommunication facilities on City owned property.

Based on previous discussion and direction from Council, staff is proposing a text amendment to the zoning code and has drafted an ordinance providing regulations for wireless telecommunication facilities on public and private property. The draft ordinance was presented to the Planning Commission at the June 25, 2019, meeting and is anticipated to be presented to City Council at the August 6, 2019, meeting. In keeping with the City's current regulations, the proposed ordinance does not allow wireless facilities in residential zones. The ordinance proposed to allow stealth facilities in commercial and manufacturing zones as well as the overlay zones subject to a conditional use permit.

A brief summary of proposed allowable zones for wireless facilities is shown below:

Zone	Stealth Facility	Non-Stealth Facility
RC, CG, CC, M, CM, 6 th St, BAO & UVO	CUP	Not permitted
PF, RR, RSF & RMF	Not permitted	Not permitted

Neither the current code nor the ordinance (as proposed) allows for wireless facilities in residential zones. However, staff has prepared the table below, providing information about wireless telecommunications facilities in residential zones for surrounding jurisdictions. In the event City Council would like to direct staff to amend the proposed ordinance to include residential zones, staff will take the proposed ordinance back to the Planning Commission in August and return to the City Council in September.

Wireless in Residential - Surrounding Jurisdictions (6.19.19)					
Jurisdiction	Zone	Lot Size	Entitlement	Code Section	Notes
Banning	R/A (Ranch Agriculture)	10 acres	Conditional Use Permit	Table 17.08.020	
	All other SFR & MFR	n/a	Prohibited	Table 17.08.020	
Calimesa	All residential	n/a	Prohibited	Table 18.20.030	
Perris	All residential	n/a	Prohibited	18.85.040(1)(2)	Unless attached to light standard subject to CUP
Hemet	Residential - Minor Facility	n/a	Administrative Use Permit	90-1617(a)	Wall, utility or roof mounted
	Residential - Major Facility	n/a	Prohibited	90-1617(a)	
San Jacinto	Residential Estate	2 acres	Conditional Use Permit	17.430.360	Least preferred and not on lot with SFR
	Rural Residential	.50 acre	Conditional Use Permit	17.430.360	Least preferred and not on lot with SFR
	Residential Low Density	2.1-5 du/acre	Conditional Use Permit	17.430.360	Least preferred and not on lot with SFR
Menifee	Residential	varies	Plot Plan	19.404.a	Adopted County of Riverside Ordinance
Murrieta	Rural Residential	2.5 acres	Conditional Use Permit	Table 16.08-1 & 16.44.170B	
	Estate Residential 1	1 acre	Conditional Use Permit	Table 16.08-1 & 16.44.170B	
	Estate Residential 2	.50 acre	Conditional Use Permit	Table 16.08-1 & 16.44.170B	
	Estate Residential 3	10,000 sq. ft.	Conditional Use Permit	Table 16.08-1 & 16.44.170B	
	Single Family Residential 1	7,200 sq. ft.	Conditional Use Permit	Table 16.08-1 & 16.44.170B	

	Single Family Residential 2	5,000 sq. ft.	Conditional Use Permit	Table 16.08-1 & 16.44.170B	
Jurisdiction	Zone	Lot Size	Entitlement	Code Section	Notes
Moreno Valley	Residential District	n/a	Conditional Use Permit	9.09.040.E.3	Accommodate minimum setback, undeveloped or unimproved. No SFR on lot.
Highland	Residential Land Use District - Minor Facility	n/a	Minor Design Review	16.45.040.D.6	Least preferred. Wall, roof, small cell, or alternative tower
	Residential Land Use District - Major Facility	n/a	Prohibited	16.45.040.D.6	
Palm Desert	Residential Districts	n/a	Prohibited	Table 25.10-1	
Redlands	Any zone	n/a	Conditional Use Permit	18.178	Must be sited at least 100' from any existing residential structure
Palm Springs	Areas not zoned for manufacturing, commercial or professional	n/a	Building Permit	93.23.08	Roof top allowed, Towers not allowed per Richard in Planning Department

Fiscal Impact:

The cost for preparation of this staff report is estimated to be \$300.00.

Recommendation:

1. Provide direction to staff on wireless telecommunication facilities in residential zones.

City Manager Review:  _____

Staff Report

TO: Mayor and Council Members

FROM: Jeff Hart, Public Works Director

DATE: July 2, 2019

SUBJECT: Receive and File the Potrero Bridge Project Summary and Construction Change Order Update

Potrero Bridge Project Update:

Potrero Boulevard Phase 1 and 1A construction activities are at approximately 95% completion. All waterline design plans have been approved and materials have been received by the contractor for Change Order #14 work, the installation of waterlines will be on-going through June 2019. The estimated completion date for the project is the end of July 2019. Please see list below of recently completed project milestones and remaining milestones to be completed.

Recent project milestones include:

- Slopes graded on the north and south ends of SR-60 around the bridge.
- Formed and poured concrete bridge barriers on the SE, SW, and NE quadrants.
- Formed and poured the bridge pilasters on all corners of the bridge.

Remaining project milestones for completion include:

- Finish work on drainage system 2 catch basin.
- Finish V ditches, slopes and permanent erosion control.
- Install rebar for the bridge abutment slope paving.
- Finish installing waterlines (CCO 14) on the outside bridge portions.
- Finish concrete barrier and fence on the bridge.
- Finish AC Paving on Potrero Blvd.
- Grind the bridge deck.
- Continue coordinating and perform Southern California Edison service drops at Western Knolls and the north side of Potrero Blvd.

The following table is an overview of project funding available for Phase 1/1A of the project:

Funding Source	Funding Amount
Federal	\$13,443,872.00
Local (from RSI Communities)	\$1,700,000.00
Local (from ASM Beaumont Investors)	\$340,000.00
Local (from RSI Denley Investment)	\$1,445,000.00
Local (from Lassen Development)	\$2,890,000.00
Local (from Lassen Development for Utility Improvements) (CCOs #9 and #12)	\$1,912,559.16
Local (from Lassen Development for Utility Improvements) (CCOs #14)	\$1,348,191.17
Local (from USEF Crossroads)	\$1,133,000.00
Local (from Wolverine)	\$652,644.27
TOTAL	\$24,865,266.60

The following is a revised comprehensive breakdown in project costs:

Potrero	Budget Amount	Actual	Remaining
Design	\$617,277.62	\$597,804.64	\$19,472.98
Environmental	\$1,170,816.84	\$1,169,263.00	\$1,553.84
Right of Way	\$987,185.00	\$982,603.92	\$4,581.08
Utilities	\$438,895.08	\$41,574.97	\$397,320.11
Construction Management	\$2,549,468.34	\$2,420,768.55	\$128,699.79
Construction	\$14,031,991.40	\$13,899,138.61	\$132,852.79
Contingency	\$5,069,632.32	\$4,050,737.53	\$1,018,894.79
Total	\$24,865,266.60	\$23,161,891.22	\$1,703,375.38

The contract change orders to date are summarized below:

CCO No.	Description	Reason for Change	Federal Funds	Other Funds	Total
1	Encroachment Permit	Not identified in Plans	\$65,010.00	\$8,690.00	\$73,700.00
2	Dispute Resolution Board (DRB) Agreement	Mandatory agreement for federal contracts over \$10 Million. Costs shared by the City and Contractor.	\$15,878.00	\$2,122.00	\$18,000.00
3	Maintain Traffic	Furnishing and installing additional	\$44,105.00	\$5,895.00	\$50,000.00

		traffic control devices to maintain safety.			
4	Maintain Electrical	Keep and maintain temporary electrical system and replace previously damaged systems.	\$17,642.00	\$2,358.00	\$20,000.00
5	Potrero Widening to Ultimate	Safety, erosion and to tie into new development.	\$844,250.40	\$112,949.60	\$957,200.00
6	Modify AC Specifications	Modify specification to more readily available mix to avoid project delays.	\$0.00	\$0.00	\$0.00
CCO No.	Description	Reason for Change	Federal Funds	Other Funds	Total
7	Modification to Lane Closure Chart	Allows for earlier traffic closures.	\$0.00	\$0.00	\$0.00
8	ADL Variance	No hazardous material found on site.	N/A	N/A	(\$22,800.00)
9	Water Line Improvements	Addition of 2 24" Domestic and 1 24" Reclaimed Water Line including 4 Utility Block-outs to accommodate future development	\$0.00	\$140,847.10	\$140,847.10
10	Brine Line Improvements (Change Order 1 for the Brine Line)	Addition of 12" Brine Line during construction	\$0.00	\$238,615.70	\$0.00 (Paid through 2017-006A)
11	Brine Line Improvements (Remaining Work) (Force Account) (Change Order 2 for the Brine Line)	Addition of 12" Brine Line during construction	\$0.00	\$324,043.15	\$0.00 (Paid through 2017-006A)
12	Water Line Improvements (Remaining Work)	Addition of 2 24" Domestic and 1 24" Reclaimed Water Line including 4 Utility Block-outs to accommodate future development	\$0.00	\$1,526,712.06	\$1,526,712.06
13	Remove & Install Chain Link Fence	Improve safety for motorists, pedestrians, and surrounding businesses.	\$0.00	\$128,700.00	\$128,700.00


14	Waterline Improvements (Exterior of Bridge)	Extending 2 24" Domestic and 1 24" Reclaimed Water Line from bridge structure to west of 4 th Street to accommodate future development	\$0.00.	\$1,158,378.37	\$1,158,378.37
			\$986,885.40	\$3,649,310.98	\$4,050,737.53

Fiscal Impact:

The cost to prepare the staff report was approximately \$200.

Recommendation:

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

City Manager Review:  _____

Staff Report

TO: Mayor and City Council Members
FROM: Kristine Day, Assistant City Manager
DATE: July 2, 2019
SUBJECT: Wastewater Treatment Plant Expansion/Renovation and Brine Pipeline Installation Project Status Update

Brine Pipeline Installation Project Updates:Reach 1

- The contractor is now working three crews – one for pipe installation, one for pavement restoration and one for boring.
- Crew #1 is currently working on installing the brine line but has encountered some groundwater with may result in the need to de-water. The contractor has submitted paperwork claiming a differing site condition. The engineer, construction manager and staff have evaluated the contract specifications and determined this cost is the responsibility of the contractor. The contractor will likely protest this response.
- Crew #2 is hydro-testing pipe, restoring and base paving Oak Valley Parkway and San Timoteo Canyon Road.
- Crew #3 is mobilizing to begin jack and bores in Riverside County.
- Approximately 29,045 linear feet of brine line have been installed to date.
- Contractor has requested 38 inclement weather days to date.
- The three week look ahead schedule is included as an attachment to this report (Attachment A).

Reach 2

- The contractor is now working two crews in separate areas focusing on pipe installation and restoration/paving as well as a third crew to begin preparation for crossings.
- Crew #1 is installing pipe on San Timoteo Canyon.
- Crew #2 is base paving at New Jersey St., Orange Ave., Barton Rd., and San Timoteo Canyon Road.
- Crew #3 is beginning prep for jack and bores.
- Approximately 22,938 linear feet of brine line have been installed to date.
- Contractor has requested 13 inclement weather days to date.

- The three week look ahead schedule is included as an attachment to this report (Attachment B).

Approved Change Orders:

CO No.	Contractor	Description	Reason for Change	Amount
1 (Potrero CO 10)	Weka, Inc.	Brine Line Improvements (Pre-Authorized)	Addition of 12" Brine Line during construction	\$238,615.70
2 (Potrero CO 11)	Weka, Inc.	Brine Line Improvements (Remaining Work) (Force Account)	Addition of 12" Brine Line during Construction	\$324,043.15 Not to Exceed but direct to Force Account
3	Weka, Inc.	Brine Line Improvements Potrero Boulevard – 4 th Street	Addition of 12" Brine Line During Construction	\$646,482.65
4	Weka, Inc.	County of Riverside Encroachment Permit Credit	City paid fee for encroachment permit, but	(\$45,460.00)
5	Weka, Inc.	Potrero Bridge / Caltrans Right-of-Way	Brine Line Installation Requirements	\$110,394.90
6	Weka, Inc.	Changes and Modifications to Brine Line Installation on 4 th Street & Potrero Rd.	Drain Installation, Add Vent Line to MH, and 4 th Street Brine Line Changes	\$12,821.87
7	T.E. Roberts, Inc.	Unknown Utility Crossings and Associated Potholing	Additional Potholes Not on Plans	\$14,300.00
8	Weka, Inc.	Heartland Parkway and Potrero Boulevard Site Condition Restorations	Site Condition Changes	\$41,076.93
Brine Line Contingency		Budget Amount	Change Orders 1-8	Remaining
		\$2,600,000.00	\$1,342,275.20	\$1,257,724.80

The costs to date for the brine pipeline permits are as follows:

Agency	Description	Amount
City of San Bernardino	Brine Line Encroachment Permit	\$682.50
Riverside County Tax Collection	Permit for Brine Line	\$2,000.00
Union Pacific Railroad (UPRR)	Pipeline Crossing Agreement & Encroachment Permit	\$98,655.00
San Bernardino Flood Control	Brine Line Encroachment Permit	\$9,539.00
San Bernardino Flood Control	408 Permit	\$29,500.00
City of Redlands	Plan Check Fees	\$2,500.00
City of Loma Linda	Plan Check Fee for Brine Line	\$13,000.00
SAWPA	Brine Line Encroachment Permit Deposit	\$20,000.00
County of San Bernardino	CEQA Environmental Filing Fee	\$50.00
Riverside County – Paid by Weka	Permit for Brine Line – Supplemental Inspection Fee	\$45,460.00
California Department of Fish & Wildlife	1602 Permit	\$5,145.75
State Water Resources Control Board	401 WQC	\$24,197.00
Various monitoring required by EIR	Paid Hourly	\$250,000.00
Southern California Edison	Permit	\$6,951.84
Total		\$507,681.09

The project accounting for the Brine Line Project is as follows:

Brine Line	Budget Amount	Actual	Remaining
Design	\$2,082,357.37	\$1,721,655.39	\$360,701.99
Construction Management	\$3,436,471.38	\$1,158,951.78	\$2,277,519.60
Permit	\$508,240.25	\$256,681.09	\$251,559.16
Construction	\$31,884,226.35	\$12,496,223.69	\$19,388,002.66
Contingency	\$2,600,000.00	\$1,321,880.30	\$1,278,119.70
Total	\$40,511,295.35	\$16,955,932.25	\$23,555,903.11

Wastewater Treatment Plant Expansion/Renovation Project:

- Construction work continues on the aeration bases, recycled water pump station backfill, MBR plumbing and foundation, fine screens, electrical building and the headworks.
- Upcoming pours include duct-bank, grit dumpster, HW-odor control, MBR upper tank walls, aeration basin walls, recycled water pump station lower walls, MBR building 14" RO permeate line, and the MBR building 12" brine drain line.
- Contractor will continue to dig/lay/backfill the 24" fine screen feed, 24" storm drain and the fine screen plant drain.
- Contractor has requested 38 inclement weather days to date.
- The three week look ahead schedule is attached for review (Attachment C).

Approved Change Orders:

CO No.	Description	Reason for Change	Amount
1	MBR System Improvements	Enhance the performance of MBR System	\$149,741.00
2	RO System Electrical Modifications & Storm Drain System Material Change	Design & Material Updates	(\$245.00)
3	New Aeration Basin 1 through 3 Excavation	Conflict with Existing Utilities	\$19,998.00
4	Structural and Mechanical Modifications	Pre-Selected Submittals	\$57,450.64
5	Vactor Truck Dump Station Modifications	Conflict with Construction	NTE \$15,000.00
6	EDI/Fine Coarse Bubble Diffuser Equipment	Design Change	\$24,298.00
7	Various Changes – MBR/RO Structural, Site Civil & Headworks SCADA Design Modifications	Design Changes	\$59,167.49
Budget Amount		Change Orders 1-7	Remaining
\$4,000,000.00		\$325,410.13	\$3,674,589.87

The project accounting for the WWTP Project is as follows:

WWTP	Budget Amount	Paid to Date	Remaining
Design	\$2,709,798.23	\$2,556,649.26	\$153,148.97
Construction Management	\$5,308,585.72	\$1,168,782.82	\$4,139,802.90
Equipment	\$252,906.00	\$210,793.50	\$42,112.50
Permits	\$324,776.76	\$43,168.36	\$281,608.40
Construction	\$53,910,737.00	\$10,545,005.71	\$43,365,731.29
Contingency	\$4,000,000.00	\$108,994.69	\$3,891,005.31
Total	\$66,506,803.71	\$14,633,394.34	\$51,873,409.37

Fiscal Impact:

No additional fiscal impacts beyond the project budget.

Recommendation:

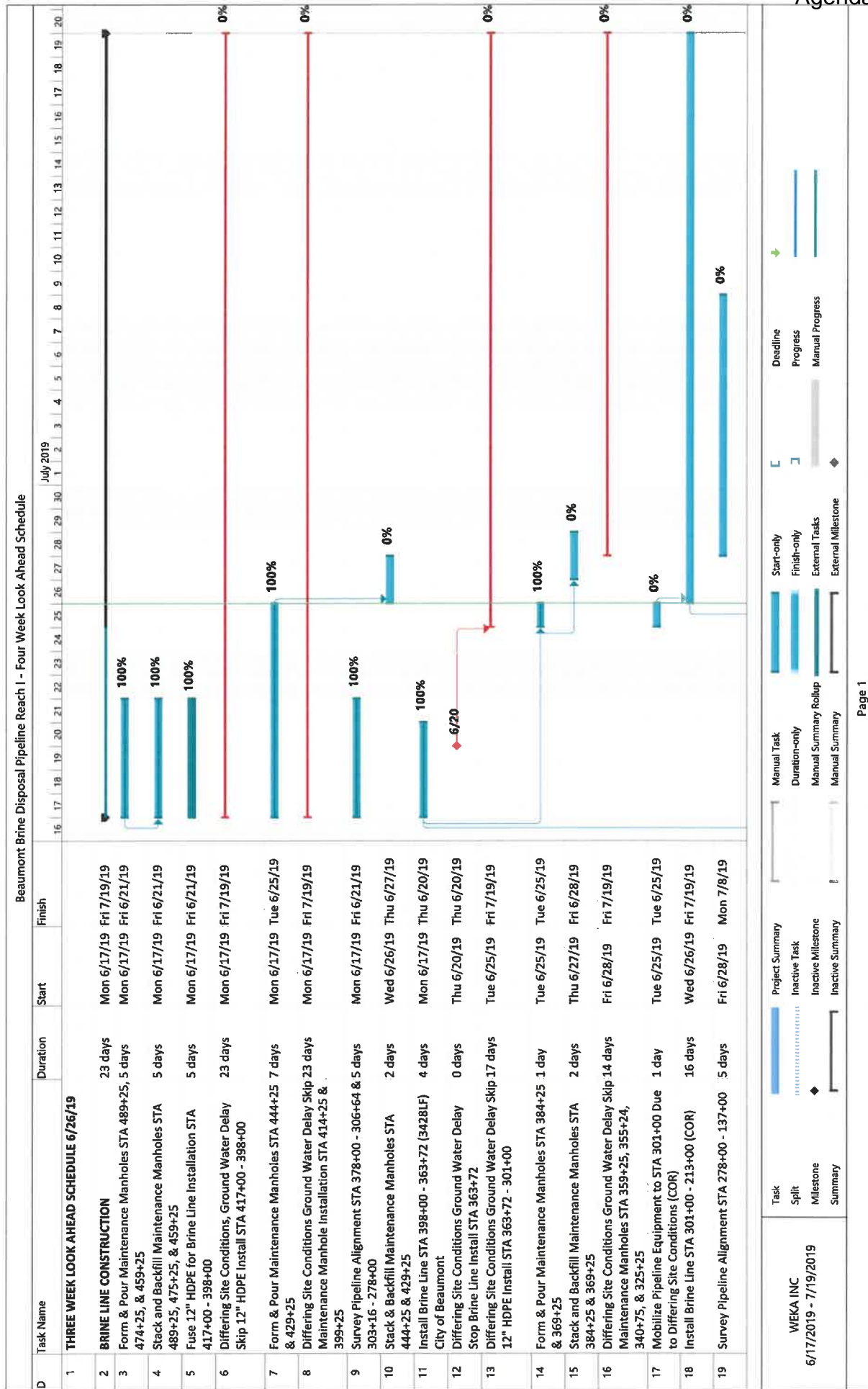
1. Receive and file the project updates.

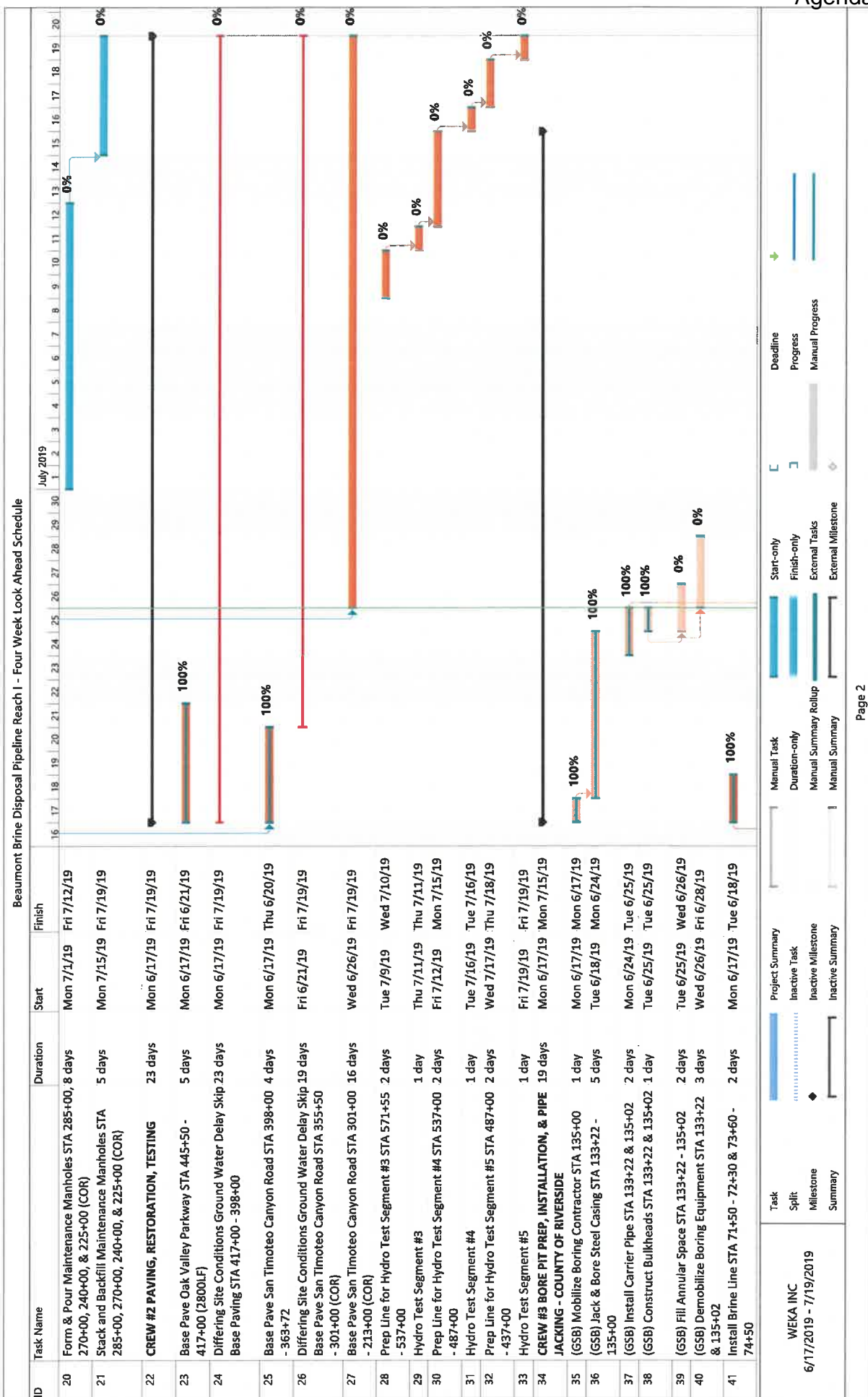
City Manager Review: 

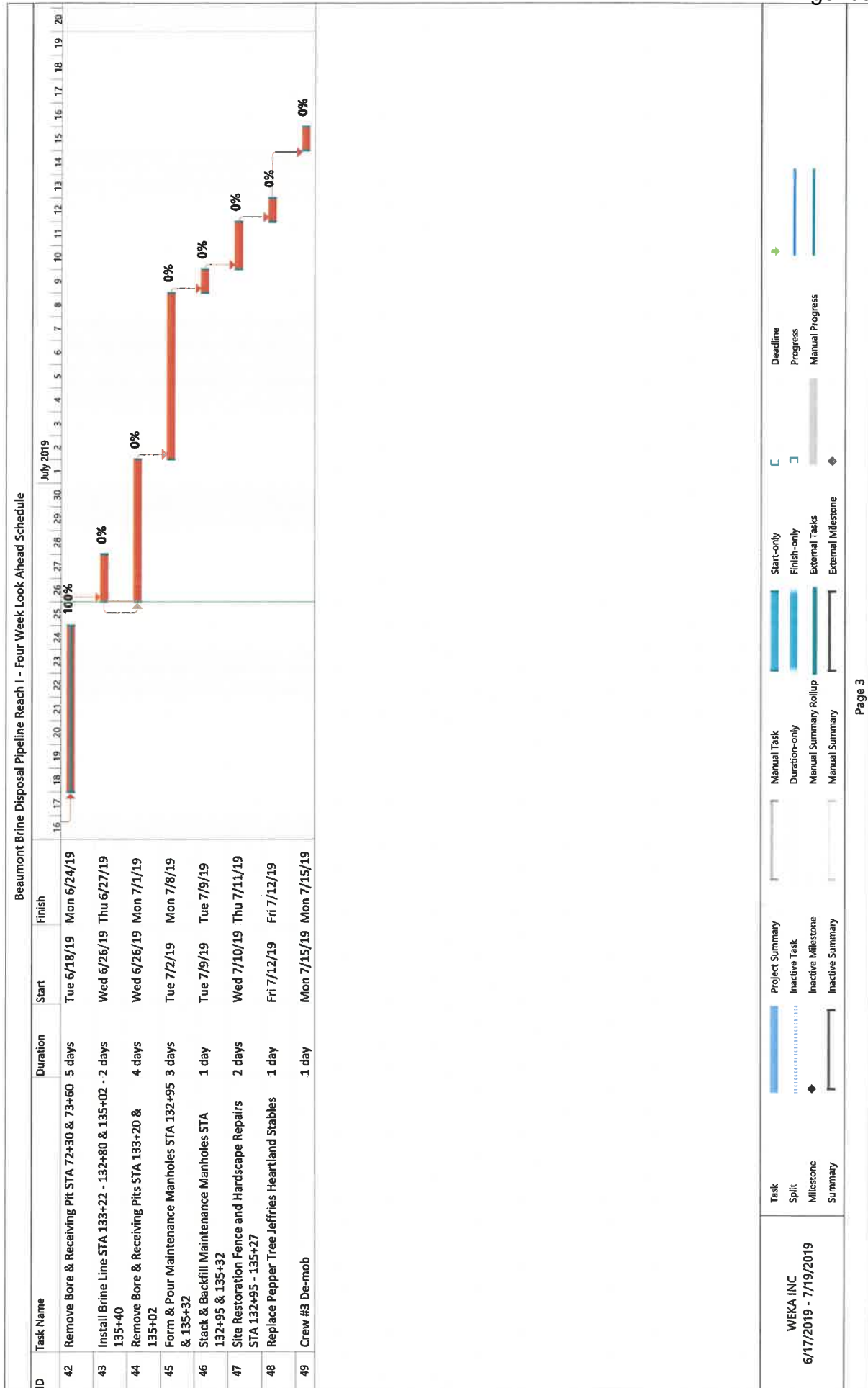
Attachments:

- A. Brine Line Reach 1 – 3 Week Schedule
- B. Reach Line Reach 2 – 3 Week Schedule
- C. WWTP – 3 Week Schedule

Attachment A
Brine Line Reach 1 – 3 Week Schedule







Attachment B
Brine Line Reach 2 – 3 Week Schedule

T.E. ROBERTS LOOK AHEAD SCHEDULE

MONDAY 06/17/19	TUESDAY 06/18/19	WEDNESDAY 06/19/19	THURSDAY 06/20/19	FRIDAY 06/21/19	SATURDAY 06/22/19	SUNDAY 06/23/19
CAP PAVE NEVADA ST.	CAP PAVE BEAUMONT AVE.	BASE PAVE ORANGE AVE. 2ND CREW PIPE INSTALL - TBD AFTER PROGRESS MEETING	BASE PAVE NEW JERSEY ST.		NO WORK	NO WORK
POTHOLE CREW						
1ST CREW PIPE INSTALL - SAN TIMOTEO CANYON RD.						
MONDAY 06/24/19	TUESDAY 06/25/19	WEDNESDAY 06/26/19	THURSDAY 06/27/19	FRIDAY 06/28/19	SATURDAY 06/29/19	SUNDAY 06/30/19
2ND CREW PIPE INSTALL - NEW JERSEY ST. & BARTON RD.						
POTHOLE CREW						
1ST CREW PIPE INSTALL - SAN TIMOTEO CANYON RD.						
MONDAY 07/01/19	TUESDAY 07/02/19	WEDNESDAY 07/03/19	THURSDAY 07/04/19	FRIDAY 07/05/19	SATURDAY 07/06/19	SUNDAY 07/07/19
PIPE INSTALL SAN TIMOTEO						
1ST CREW PIPE INSTALL - SAN TIMOTEO CANYON RD.						
2ND CREW PIPE INSTALL - CALIFORNIA ST.						
GRIND & CAP PAVING - SAN TIMOTEO						
MONDAY 07/08/19	TUESDAY 07/09/19	WEDNESDAY 07/10/19	THURSDAY 07/11/19	FRIDAY 07/12/19	SATURDAY 07/13/19	SUNDAY 07/14/19
1ST CREW PIPE INSTALL - SAN TIMOTEO CANYON RD.						
2ND CREW PIPE INSTALL - CALIFORNIA ST.						
NO WORK						
NO WORK						
MONDAY 07/15/19	TUESDAY 07/16/19	WEDNESDAY 07/17/19	THURSDAY 07/18/19	FRIDAY 07/19/19	SATURDAY 07/20/19	SUNDAY 07/21/19
EXCAVATE FOR BORE PIT THRU RR CROSSING						
BORE RR CROSSING						
NO WORK						

Attachment C
WWTP – 3 Week Schedule

W. M. Lyles Co. Project No. 55.1173 City of Beaumont WWTP - Silt Mitigation Upgrade 3 Week Look Ahead Schedule		W. M. LYLES CO CONTRACTOR Project: Silt Mitigation Upgrade		Week 1							Week 2							Week 3													
				Previous Week							Week 1							Week 2							Week 3						
				Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr
Description	Activity ID	Responsibility	6/17	6/18	6/19	6/20	6/21	6/22	6/24	6/25	6/26	6/27	6/28	6/29	7/1	7/2	7/3	7/4	7/5	7/6	7/8	7/9	7/10	7/11	7/12	7/13					
Yard/Line Piping/Drain																															
Install Fine Screen Plant Drain and Manholes 5 & 6	1185	WML-Jarik																													
Dig/Lay/Backfill 24" Storm Drain	1160	WML-Jarik																													
Headworks Screen																															
Grade Pads	1195	WML-Robert																													
F/R/S SOG - Older Control Pnd	1205	WML-Jainu																													
Fine Screens																															
Hydrotest	1085	WML-Jainu																													
MBR Building																															
F/R/P MBR Footings	12130	WML-Jainu																													
F/R/P MBR Slab	12135/12140	WML-Jainu																													
MBR Underslab Drain Piping	12110	WML-Jainu																													
Underslab N/PW Piping	12105	WML-Jainu																													
Underslab Double Chemical Containment P/e	12095	WML-Jainu																													
Grade for RO Pads	12180	WML-Robert																													
Grade/Sand/Vapour Barrier for MBR SOG	12120	WML-Robert																													
F/R/S RO Pads	12180	WML-Jainu																													
Aeration Basin																															
F/R/S Aeration Basin Walls	11055/12085	WML-Jainu																													
Grade SOG	11020	WML-Robert																													
F/R/S Aeration Basin SOG	11085	WML-Jainu																													
F/R/S Aeration Basin SOG	11040	WML-Jainu																													
Recycled Water Pump Station																															
Hydrotest	14030	WML-Jainu																													
Backfill	14025	WML-Robert																													
Electrical Building																															
Install Underslab Electrical Conduit	10010	WML-Jainu																													
Subgrade Prep	21000	WML-Robert																													
F/R/P SOG	21025	WML-Jainu																													

Staff Report

TO: Mayor and City Council Members

FROM: Nicole Wheelwright, Deputy City Clerk

DATE: July 2, 2019

SUBJECT: Reimbursement of Travel Expenses to Council Member Nancy Carroll

Background and Analysis:


Per the adopted Travel Expense and Reimbursement Policy, a Travel Expense Report Form has been completed by Council Member Nancy Carroll, for travel expenses incurred in attendance of a League of California Cities policy meeting. The expenses attached, follow the guidelines of the Policy of reimbursable items as well as the allotment of Per Diem, using the IRS rates.

Fiscal Impact:

The total of the reimbursement requests is \$623.63 to be paid out of Council's Travel Expense budget in account 100-1050-7035-0000.

Recommendation:

1. Approve the reimbursement request in the amount of \$623.63

City Manager Review: 

Attachments:

- A. Travel Expense Reimbursement Request Form

Attachment A
Travel and Training Reimbursement Form



FY 2019 Per Diem Rates for Sacramento, California

I'm Interested in:

Lodging by month (excluding taxes) | October 2018 - September 2019

Cities not appearing below may be located within a county for which rates are listed. To determine what county a city is located in, visit the National Association of Counties (NACO) website (a non-federal website).

[CSV](#)
[Print](#)

Primary Destination ⓘ	County ⓘ	2018 Oct	Nov	Dec	2019 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Sacramento	Sacramento	\$135	\$135	\$135	\$135	\$135	\$135	\$135	\$135	\$135	\$135	\$135	\$135

Meals & Incidentals (M&IE) Breakdown ⓘ

Use this table to find the following information for federal employee travel:

M&IE Total - the full daily amount received for a single calendar day of travel when that day is neither the first nor last day of travel.

Breakfast, lunch, dinner, incidentals - Separate amounts for meals and incidentals. M&IE Total = Breakfast + Lunch + Dinner + Incidentals. Sometimes meal amounts must be deducted from trip voucher. See More Information

First & last day of travel - amount received on the first and last day of travel and equals 75% of total M&IE.

[CSV](#)
[Print](#)

Primary Destination ⓘ	County ⓘ	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel ⓘ
Sacramento	Sacramento	\$66	\$16	\$17	\$28	\$5	\$49.50

Name: <u>Nancy Carroll</u>		Department:		Date of Advance Request/Claim: <u>6/25/2019</u>			
Position: <u>Mayor Council member</u>		Purpose of Trip: <u>Policy Revenue + Tax</u>		Authorized by:		Date:	
Method of Transportation		Departed From			Arrived At		
Name (Airline, Vehicle, ect.)		Name of City	Date	Time	Name of City	Date	Mileage
<u>Southwest</u>		<u>Ontario</u>	<u>6/14</u>	<u>6:00am</u>	<u>Sacramento</u>	<u>6/14</u>	
<u>11</u>		<u>Sacramento</u>	<u>6/14</u>	<u>11:00pm</u>	<u>Ontario</u>	<u>6/14</u>	
EXPENSES (Please provide receipts for all items listed)							
							TOTAL
Description	Pre-trip	6/14	Date: 6/14	Date:	Date:	Date:	TOTAL
	Amount	Amount	Amount	Amount	Amount	Amount	Amount
Lodging							\$
Major Transportation <u>AIR</u>						<u>543.96</u>	<u>543.96</u>
Car Rental							\$ -
Mileage (2019 rate .58) <u>37m</u>		<u>37</u>	<u>37</u>			<u>74</u>	<u>42.92</u>
Parking						<u>24</u>	\$ -
Taxi, Shuttle, Ect.							\$ -
Telephone							\$ -
Registration Fee							\$ -
Misc:							\$ -
Misc:							\$ -
Please list any meals covered in registration fees, or sponsored (disclosure per FPPC may be required)							
<u>Lunch included at conference</u>							

Please Complete This Section

PER DIEM (GSA per diem rates)								TOTAL
City:	(First Day of Travel):	Date:	Date:	Date:	Date:	Date:	Date:	
M&IE Allowance: \$								\$ -
Deductions for pre-paid/sponsored meals								\$ -

The undersigned, under penalty of perjury, states that the above claim is correct:

Nancy Carroll
 Employee/Elected signature _____ Date _____

Approved by Dept Head _____ Date _____

Approved by City Manager _____ Date _____

(required for out-of-state travel only)

Finance Review _____
 Travel Coordinator _____

TOTALS	AMOUNT
Actual Expenditures	\$ -
Cash Advance or Per Diem	\$ -
TOTAL DUE	\$ -

EXPENDITURE ACCOUNT	AMOUNT
- -	\$ -
- -	

**Ontario International Airport
Authority
Lot 4**

Receipt Number: H0441900635389
Ticket-Nr.: 420062474
In: 06/15/2019 0:47
Out: 06/15/2019 0:48
Duration: 00:01

Transient Parker \$ 24.00
Total: \$ 24.00
Validations: \$ 0.00
Balance Due: \$ 24.00
Cash \$ 40.00
Change: \$ 16.00



Nancy Carroll <nancyjeanc@gmail.com>

Nancy Carroll's 06/14 Sacramento trip (SLGNAY): Your reservation is confirmed.

Southwest Airlines <southwestairlines@ifly.southwest.com>
Reply-To: Southwest Airlines <no-reply@ifly.southwest.com>
To: nancyjeanc@gmail.com

Thu, May 30, 2019 at 11:44 PM

Here's your itinerary and other important travel information.

[View our mobile site](#) | [View in browser](#)



[Manage Flight](#) | [Flight Status](#) | [My Account](#)



Hi Nancy,

We're looking forward to flying together! It can't come soon enough. Below you'll find your itinerary, important travel information, and trip receipt. See you onboard soon!

JUNE 14 - JUNE 14

ONT SMF

Ontario to Sacramento

Confirmation # **SLGNAY**

Confirmation date: 05/31/2019

PASSENGER	Nancy Carroll
RAPID REWARDS #	Join or Log in
TICKET #	5262481459417
EXPIRATION ¹	May 30, 2020
EST. POINTS EARNED	5,754

Rapid Rewards® points are only estimations.

Your itinerary

Flight 1: Friday, 06/14/2019 Est. Travel Time: 1h 15m Business Select®

FLIGHT # 1661	DEPARTS ONT 06:00AM Ontario		ARRIVES SMF 07:15AM Sacramento
----------------------	---	--	--

Flight 2: Friday, 06/14/2019 Est. Travel Time: 1h 25m Business Select®

FLIGHT # 0794	DEPARTS SMF 06:50PM Sacramento		ARRIVES ONT 08:15PM Ontario
----------------------	--	--	---

Payment information

Total cost

Air - SLGNAY

Base Fare	\$	479.40
U.S. Transportation Tax	\$	35.96
U.S. 9/11 Security Fee	\$	11.20
U.S. Flight Segment Tax	\$	8.40
U.S. Passenger Facility Chg	\$	9.00
Total	\$	543.96

Payment

Visa ending in 8034

Date: May 31, 2019

Payment Amount: \$543.96

Fare Rules: If you decide to make a change to your current itinerary it may result in a fare increase. In the case you're left with travel funds from this confirmation number, you're in luck! We're happy to let you use them towards a future flight for the individual named on the ticket, as long as the new travel is completed by the expiration date.

Your ticket number: 5262481459417

Prepare for takeoff



24 hours before your departure:

Check-in on Southwest.com® or using the Southwest Mobile App. Use your mobile device and receive a mobile boarding pass.



30 minutes before your departure:

Arrive at the gate prepared to board.



10 minutes before your departure:

This is the last opportunity to board your flight if you are present in the gate area and have met all check-in requirements.

If you do not plan to travel on your flight: Things happen, we understand! Please let us know at least 10 minutes prior to your flight's scheduled departure if you won't be traveling. If you don't notify us, you may be subject to our [No Show Policy](#).

[See more travel tips](#)

Don't miss out on automatic check-in

EarlyBird Check-In® reserves your boarding position at 36 hours before your flight, earlier than regular check-in.

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Earn up to 10,000 Rapid



Have questions about your

Agenda Item No. 18

Staff Report

TO: Mayor and City Council Members

FROM: Nicole Wheelwright, Deputy City Clerk

DATE: July 2, 2019

SUBJECT: Reimbursement of Travel Expenses to Council Member Lloyd White

Background and Analysis:

Per the adopted Travel Expense and Reimbursement Policy, a Travel Expense Report Form has been completed by Council Member Lloyd White for travel expense incurred in attendance of a League of California Cities policy meeting and an ERICA meeting. The expenses listed follow the guidelines of the policy of reimbursable items as well as the allotment of per diem, using the IRS rates.

Fiscal Impact:

The total of the reimbursement request for the League of California Cities policy meeting is \$735.56. The total of the reimbursement request for the ERICA meeting is \$41.76. The total reimbursement to be paid out of Council's Travel Expense budget in account 100-1050-7035-0000.

Recommendation:

1. Approve the reimbursement request in the amount of \$777.32.

City Manager Review: 

Attachments:

- A. Travel and Training Reimbursement Form

Attachment A
Travel and Training Reimbursement Form


Please Complete This Section

Name: Lloyd White		Department: City Council			Date of Advance Request/Claim: 6/18/2019		
Position: Council Member		Purpose of Trip: LLOC Policy Meeting			Authorized by:		Date:
Method of Transportation	Departed From			Arrived At			
<i>Name (Airline, Vehicle, ect.)</i>	<i>Name of City</i>	<i>Date</i>	<i>Time</i>	<i>Name of City</i>	<i>Date</i>	<i>Mileage</i>	
Personal Vehicle	Beaumont	6/13/2019		Ontario	6/13/2019	37	
Personal Vehicle	Ontario	6/13/2019		Beaumont	6/13/2019	37	
EXPENSES (Please provide receipts for all items listed)							TOTAL
Description	Pre-trip Amount	Date: 06.13.19 Amount	Date: 06.14.19 Amount	Date: 06.15.19 Amount	Date: Amount	Date: Amount	Amount
Lodging	\$ 557.27						\$
Major Transportation							\$557.27
Car Rental							\$ -
Mileage (2019 rate .58)		\$ 21.46		\$ 21.46			\$ 42.92
Parking				\$ 26.00			\$ 26.00
Taxi, Shuttle, Ect.			\$ 23.12				\$ 23.12
Telephone							\$ -
Registration Fee							\$ -
Misc:							\$ -
Misc:							\$ -
Please list any meals covered in registration fees, or sponsored (disclosure per FPPC may be required)							
lunch provided on 06-14-19							

PER DIEM (GSA per diem rates)								TOTAL
City:	(First Day of Travel): 06-13-19	Date: 06.14.19	Date: 06.15.19	Date:	Date:	Date:	Date:	
M&IE Allowance: \$	\$ 49.50	\$ 49.50						\$ 99.00
Deductions for pre-paid/sponsored meals		(12.75)						\$ (12.75)

The undersigned, under penalty of perjury, states that the above claim is correct:

Employee/Elected Signature _____ Date _____



Approved by Dept Head _____ Date _____

Approved by City Manager _____ Date _____

(required for out-of-state travel only)

TOTALS	AMOUNT
Actual Expenditures	\$ 649.31
Cash Advance or Per Diem	\$ 86.25
TOTAL DUE	\$ 735.56

EXPENDITURE ACCOUNT	AMOUNT
- -	\$ 735.56
- -	

Finance Review Travel Coordinator



FY 2019 Per Diem Rates for Sacramento, California

I'm Interested in:

- Lodging Rates
- Meals & Incidentals (M&IE) Rates

Lodging by month (excluding taxes) | October 2018 - September 2019

Cities not appearing below may be located within a county for which rates are listed. To determine what county a city is located in, visit the National Association of Counties (NACO) website (a non-federal website).

[CSV](#) [Print](#)

Primary Destination ⓘ	County ⓘ	2018 Oct	Nov	Dec	2019 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Sacramento	Sacramento	\$135	\$135	\$135	\$135	\$135	\$135	\$135	\$135	\$135	\$135	\$135	\$135

Meals & Incidentals (M&IE) Breakdown ⓘ

Use this table to find the following information for federal employee travel:

M&IE Total - the full daily amount received for a single calendar day of travel when that day is neither the first nor last day of travel.

Breakfast, lunch, dinner, incidentals - Separate amounts for meals and incidentals. M&IE Total = Breakfast + Lunch + Dinner + Incidentals. Sometimes meal amounts must be deducted from trip voucher. See More Information

First & last day of travel - amount received on the first and last day of travel and equals 75% of total M&IE.

[CSV](#) [Print](#)

Primary Destination ⓘ	County ⓘ	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel ⓘ
Sacramento	Sacramento	\$66	\$16	\$17	\$28	\$5	\$49.50

City of Beaumont Resident Travel Authorization and Expense Report Form

Please Complete This Section

Name: Lloyd White		Department: City Council		Date of Advance Request/Claim: 6-18-19			
Position: Council Member		Purpose of Trip: LOCC Meeting		Authorized by:		Date:	
Method of Transportation		Departed From			Arrived At		
Name (Airline, Vehicle, ect.)	Name of City	Date	Time	Name of City	Date	Mileage	
Personal Vehicle	Beaumont	6/13/2019		Ontario Airport	6/13/2019	37	
Personal Vehicle	Ontario Airport	6/15/2019		Beaumont	6/15/2019	37	
EXPENSES (Please provide receipts for all items listed) TOTAL							
Description	Pre-trip	6/13/19	6/14/19	6/15/19	Date:	Date:	TOTAL
	Amount	Amount	Amount	Amount	Amount	Amount	Amount
Lodging	\$ 557.27						\$
Major Transportation							\$557.27
Car Rental							\$ -
Mileage (2019 rate .58)		\$ 21.46		\$ 21.46			\$ 42.92
Parking				\$ 26.00			\$ 26.00
Taxi, Shuttle, Ect.			\$ 23.12				\$ 23.12
Telephone							\$ -
Registration Fee							\$ -
Misc:							\$ -
Misc:							\$ -
Please list any meals covered in registration fees, or sponsored (disclosure per FPPC may be required)							
Lunch provided on Friday							

PER DIEM (GSA per diem rates)								TOTAL
City:	(First Day of Travel):	6/14/19	Date:	Date:	Date:	Date:	Date:	
M&IE Allowance: \$	\$ 21.00	\$ 49.50						\$ 70.50
Deductions for pre-paid/sponsored meals		(12.75)						\$ (12.75)

The undersigned, under penalty of perjury, states that the above claim is correct:

Employee/Elected Signature Date

Approved by Dept Head Date

Approved by City Manager Date

(required for out-of-state travel only)

Finance Review Travel Coordinator

TOTALS	AMOUNT
Actual Expenditures	\$ 649.31
Cash Advance or Per Diem	\$ 57.75
TOTAL DUE	\$ 707.06

EXPENDITURE ACCOUNT	AMOUNT
- -	\$ 707.06
- -	



Lloyd White <alwhite524@gmail.com>

Your Southwest Vacations Travel Confirmation

2 messages

confirmation@southwestvacations.com <confirmation@southwestvacations.com>
To: alwhite524@gmail.com

Sun, May 19, 2019 at 9:23 PM



Dear ALFRED L WHITE,

Thank you for choosing Southwest Vacations for your upcoming vacation. This e-mail is to confirm your vacation package purchase. If Pay Monthly was chosen as the payment option, the first payment was charged to your credit card and monthly installments are automatically debited.

To inquire on this reservation, please visit the [reservation retrieval page](#).

Your reservation is complete!

Your reservation number: **3N8G004W**.

What Happens Next?

-
- The Travel Itinerary for your vacation will be sent to your e-mail address in the next 3 days. Please have your Travel Itinerary available for reference for the duration of your vacation.
- We are here for you from beginning to end! If you do not receive your Travel Itinerary, or if you need any further assistance with your vacation package, please contact us at 800-243-8372.

Need to Contact Us?

By Phone: 1-800-243-8372.

By E-mail: CustomerService@SouthwestVacations.com.

By Mail: Southwest Vacations, Attn: Customer Service, [8969 N. Port Washington Rd., Milwaukee, WI 53217](#)

Have a wonderful vacation!

Sincerely,
Southwest Vacations

[Sign up for Weekly Deals](#)
[Read our Terms and Conditions](#)
[View our Privacy Policy](#)

Total amount paid

\$ 557.27

Deposit due on 5/20/2019

\$ 0.00

Full payment due on 5/20/2019

\$ 557.27

Traveler # 1 - Adult

First name
ALFRED

Middle initial/name
L

Last name
WHITE

E-mail address
alwhite524@gmail.com

Flights - departing 6/13/2019 and returning 6/14/2019

Departure: **Thursday, June 13, 2019**
6:00 AM Departs **Ontario, California (ONT)**
Arrives in **Sacramento (SMF) 7:15 AM**



#1661
Wanna Get Away
Nonstop

Airline Confirmation Number:
MW9CX2

Return: **Friday, June 14, 2019**
6:50 PM Departs **Sacramento (SMF)**
Arrives in **Ontario, California (ONT) 8:15 PM**



#794
Wanna Get Away
Nonstop

Airline Confirmation Number:
MW9CX2

† indicates codeshare flight



What you need to know to travel:

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your check-in time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.
- **No Show Policy:** If you are not planning to travel on any portion of this itinerary, please cancel your reservation at least 10 minutes prior to scheduled departure of the flight. Customers who fail to cancel or change their flight at least 10 minutes prior to travel and who do not board the flight, will be considered a no show, and all remaining funds on the reservation will be forfeited.

Hotel - check in 6/13/2019 and check out 6/14/2019

Holiday Inn Express SACRAMENTO

Star rating



CONVENTION CENTER



Room 1 - 1 Adult
Room Type - 2 DOUBLE BEDS NONSMOKING

Applicable promotions will display with your room selection. Some restrictions may apply.



Hotel advisories
Hotel Cancel Policy: CXL AFTER 1800 12JUN FORFEIT ONE NITE STAY

Package (includes taxes and carrier imposed fees)	\$557.27
Total Price	\$557.27
Price per person	\$557.27
Rapid Rewards® points per Member	2,189

confirmation@southwestvacations.com <confirmation@southwestvacations.com>
To: alwhite524@gmail.com

Sun, May 19, 2019 at 9:24 PM

[Quoted text hidden]

[Quoted text hidden]

Flights - departing 6/13/2019 and returning 6/14/2019

Departure: **Thursday, June 13, 2019**
6:00 AM Departs **Ontario, California (ONT)**
Arrives in **Sacramento (SMF) 7:15 AM**



#1661
Wanna Get Away
Nonstop

Airline Confirmation Number:
MW9CX2

First and second checked bags fly free®!
(weight and size limits apply)

Return: **Friday, June 14, 2019**
6:50 PM Departs **Sacramento (SMF)**
Arrives in **Ontario, California (ONT) 8:15 PM**



#794
Wanna Get Away
Nonstop

Airline Confirmation Number:
MW9CX2

First and second checked bags fly free®!
(weight and size limits apply)

† indicates codeshare flight



What you need to know to travel:

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your check-in time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.
- **No Show Policy:** If you are not planning to travel on any portion of this itinerary, please cancel your reservation at least 10 minutes prior to scheduled departure of the flight. Customers who fail to cancel or change their flight at least 10 minutes prior to travel and who do not board the flight, will be considered a no show, and all remaining funds on the reservation will be forfeited.

[Quoted text hidden]

*



Lloyd White <alwhite524@gmail.com>

Travel Itinerary for 3N8G004W/Alfred L White

1 message

Southwest Vacations <confirmation@southwestvacations.com>
To: alwhite524@gmail.com

Sun, May 19, 2019 at 9:40 PM



Travel Itinerary

Reservation Number 3N8G004W

Departure Date 6/13/2019

Need Help? See Contact Information Below.

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Local Dialing, English: 1-414-934-3017

Local Dialing, Spanish: 1-407-583-5686

E-mail: CustomerService@SouthwestVacations.com

This vacation package is subject to the [Terms and Conditions](#) which you agreed to at time of purchase.

Passengers

Alfred L White

*** The spelling of each passenger's First and Last name must match a government-issued photo ID. ***

Flight Details

Passengers

Alfred L White

Earn 2,189 Rapid Rewards® points per Member for air

Depart Thursday, June 13, 2019

Southwest Airlines

Flight#: 1661; Class: F
Wanna Get Away
Airline Confirmation: MW9CX2

[Bag Fees Information](#) | [Online Checkin](#)

Departing: Ontario, California (ONT) 6:00 AM
Arriving: Sacramento (SMF) 7:15 AM
Number of Stops: 0

Return Friday, June 14, 2019

Southwest Airlines

Flight#: 794; Class: M
Wanna Get Away
Airline Confirmation: MW9CX2

[Bag Fees Information](#) | [Online Checkin](#)

Departing: Sacramento (SMF) 6:50 PM
Arriving: Ontario, California (ONT) 8:15 PM
Number of Stops: 0



What you need to know to travel:

- Don't forget to check in for your flight(s) 24 hours before your trip on [southwest.com](#) or your mobile device.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your check-in time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.
- **No Show Policy:** If you are not planning to travel on any portion of this itinerary, please cancel your reservation at least 10 minutes prior to scheduled departure of the flight. Customers who fail to cancel or change their flight at least 10 minutes prior to travel and who do not board the flight, will be considered a no show, and all remaining funds on the reservation will be forfeited.

Watch your e-mails for any flight time changes that may occur prior to your trip. Notification of airline schedule changes will be sent via email to the address given, up until the day of your departure. On the day you are traveling, you can reconfirm your flight times by visiting the airline website or by calling them directly. It is also recommended that you visit [TSA.GOV](#) to view current security wait times prior to departing for the airport.

Already bought **EarlyBird Check-In**? Great, you're all set.
If not, get **EarlyBird Check-In** for automatic flight check-in and better seat selection.

Hotel Details

Check-in: Thursday, June 13, 2019 - Check-out: Friday, June 14, 2019

Holiday Inn Express SACRAMENTO CONVENTION CENTER

Reserved For: Alfred L White - 1 Adult

Room Type: 2 DOUBLE BEDS NONSMOKING	728 SIXTEENTH STREET
	SACRAMENTO, CA 95814
	(916)4444436

Hotel Sales Advisories:

- 1) Hotel Cancel Policy: CXL AFTER 1800 12JUN FORFEIT ONE NITE STAY

Hotel occupancy and state taxes are included in your vacation package price. Unless otherwise noted, resort fees; parking fees; crib and rollaway fees and any other charges of a



Lloyd White <alwhite524@gmail.com>

Thanks for tipping! We've updated your Friday afternoon trip receipt

1 message

Uber Receipts <uber.us@uber.com>
To: alwhite524@gmail.com

Fri, Jun 14, 2019 at 3:00 PM

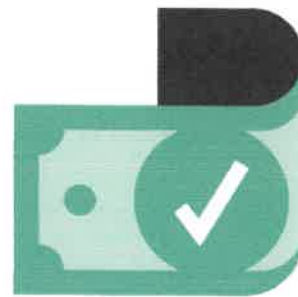
*LLOYD WHITE
LOCC MEETING*

Uber

Total: \$23.12
Fri, Jun 14, 2019

Thanks for tipping, Alfred

Here's your updated Friday afternoon ride receipt.



Total

\$23.12

Trip Fare	\$14.67
Subtotal	\$14.67
Tolls, Surcharges, and Fees ?	\$5.30
Wait Time ?	\$0.15
Tip	\$3.00

Amount Charged

2278 Switch

\$23.12

You rode with Ira



4.88 ★ Rating

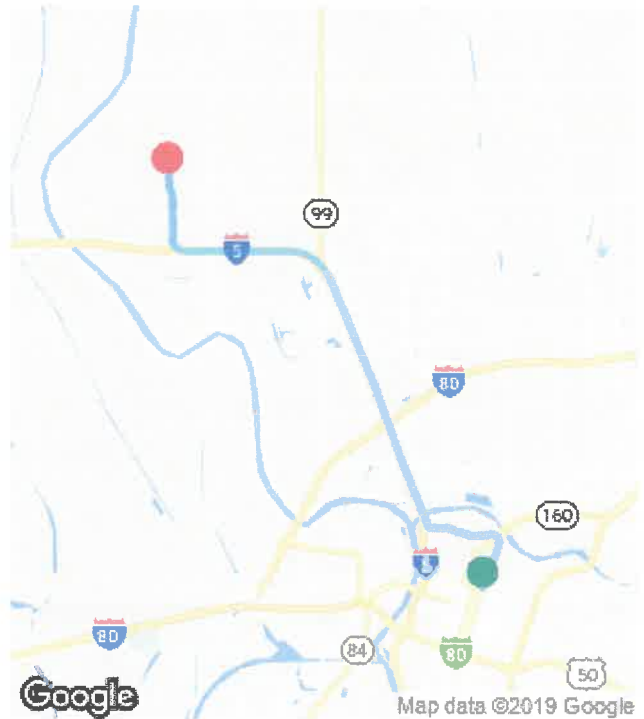
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728 16th St, Sacramento, CA
- ↓ 02:34pm
6900 Airport Blvd,
Sacramento, CA



Lloyd White
LOCC meeting

**Ontario International Airport
Authority
Lot 3**

Receipt Number: H0331900143307
Ticket-Nr.: 360003584
In: 06/13/2019 4:44
Out: 06/15/2019 1:05
Duration: 1,20:21

Transient Parker	\$ 26.00
Total:	\$ 26.00
Validations:	\$ 0.00
Balance Due:	\$ 26.00
Credit Card	\$ 26.00
Change:	\$ 0.00

TOWNSEND
PUBLIC AFFAIRS
EST TPA 1998

MEMO

To: City of Beaumont
From: Townsend Public Affairs, Inc.
Date: June 27, 2019
Subject: Legislative Report

SUMMARY

This memo is an overview of activities by Townsend Public Affairs ("TPA") on work conducted on behalf of the City of Beaumont ("City"), including the following items:

- *State Update*
- *Federal Update*
- *Upcoming Funding Activities*
- *Legislative Matrix*



STATE and FEDERAL UPDATE

State Legislative Update

Budget

Governor Newsom signed the \$214.8 billion budget bill package that lawmakers sent to his desk two weeks ago. A handful of trailer bills were still being negotiated until the late morning of June 27th, 2019, the constitutional deadline for the budget bill to be signed.

The clean drinking water legislation will no longer be a trailer bill. It will move forward the first week of July as a standalone measure with an urgency clause and authored by Senator Bill Monning and Assemblymembers Eddie Garcia and Richard Bloom. \$130 million per year to provide communities with the resources to deliver clean drinking water will be funded from a long-term commitment of Greenhouse Gas Reduction Funds.

On homelessness, California's 13 biggest cities will receive \$275 million, counties will receive \$175 million, and a remaining \$190 million will be distributed to "continuums of care," or regional organizations that coordinate efforts to reduce homelessness.

In an effort to increase housing production, the Department of Housing and Community Development will designate cities and counties as "pro-housing" if they voluntarily adopt ordinances that make it easier to plan, approve or construct new projects. That will allow local governments to earn "bonus points" for existing housing-related competitive grant programs.

The state will be able to sue a city or county for failing to comply with certain California housing requirements, and if a court rules in the state's favor, the city or county would have a year to comply. If cities or counties fail to comply the court can impose fines that can multiply over a period of six months.

This trailer bill is expected to be voted on in the Senate and Assembly the first week of July.

Priority Legislation

AB 392 (Weber) – On June 18, 2019 this bill was heard in the Assembly Public Safety committee where it passed with a vote of 6-0. At the request of the Governor this bill was amended while still revising the standards for use of force by peace officers. The bill is now awaiting a vote on the Senate floor.

AB 516 (Chiu) - This bill would also modify the authority to remove a vehicle parked or left standing for 72 or more consecutive hours in violation of a local ordinance by requiring the vehicle to remain parked or left standing for 10 or more business days after a notice is affixed to the vehicle specifying the date and time after which the vehicle may be removed. This bill was heard in the Senate Transportation Committee on June 25 where TPA expressed the City's opposition to the bill. The bill will next be heard in Assembly Public Safety Committee after receiving enough support to continue to move forward.

SB 330 (Skinner) – This bill would declare a statewide housing crisis and for a five-year period, prohibit a city from imposing parking requirements near rail stops, and freeze nearly all project related fees once a developer submits a "preliminary" application. This bill will be heard in the Assembly Local

Government Committee on July 10, 2019 and TPA will be in committee to express the City's opposition.

SB 592 (Weiner) – This recently amended bill prohibits a local agency from disapproving or conditioning approval in a manner that renders infeasible a housing development project that complies with applicable, objective general plan, zoning, and subdivision standards and criteria in effect at the time the application for the project is deemed complete within the meaning of the Permit Streamlining Act, unless the local agency makes specified written findings based on a preponderance of the evidence in the record. This bill would provide that the act applies to any form of land use decision by a local agency, including a ministerial or use by right decision and a discretionary approval.

Federal Legislative Update

Census Citizenship Question

On June 27, the Supreme Court released its decision on the Trump administration's work to add a citizenship question to the 2020 census. In a mixed decision, saying that the Department of Commerce's explanation for adding the question was inadequate, the Supreme Court blocked the question for now.

The Court said that the lower courts were right to send the issue back to the Department for further explanation. This decision leaves the door open for the Department to provide an explanation in the future that the Supreme Court would accept, which could change the Court's decision down the line.

Commerce Secretary Wilbur Ross has said he added the citizenship question because the Justice Department had said it would help with enforcement of the Voting Rights Act, the landmark 1965 law designed to protect the rights of racial minorities at the polls. President Trump's administration has been hoping to start printing census questionnaires in a matter of days. The ruling means the administration will have to hold off, at least for now.

This is a major win for California, which was slated to lose congressional seats and federal funds should the addition of the question result in an undercount of residents.

Supplemental Immigration Appropriations Bill

House Democratic leaders put down an intra-party rebellion and passed a \$4.5 billion emergency border funding package this month after adding several tweaks requested by progressive members. The added changes require certain standards of health, hygiene, and nutrition for unaccompanied children, and would bar children from being kept in a shelter more than 90 days. The new language would also ensure that all migrants in U.S. custody have access to translation services.

Ultimately, the House passed the initial version of H.R. 3401, called the "Emergency Supplemental Appropriations for Humanitarian Assistance and Security at the Southern Border Act," by a 230-195 vote on June 25 after the White House threatened to veto it. Then, the Senate amended and passed the measure by a 84-8 vote on June 26. The amendment incorporated a bipartisan measure (S. 1900) from Senate Appropriations Chairman Richard Shelby (R-AL) that the committee had previously approved by a 30-1 vote on June 19.

The House had proposed amending the bill further, which would set stricter requirements for influx facilities, which would have continued the back-and-forth volley with the Senate. However, Senate Majority Leader Mitch McConnell says the Senate would oppose House changes to the border funding

bill because it drags the Senate's bipartisan approach "too far to the left," and Speaker Pelosi agreed to consider the Senate measure as written in order to pass legislation ahead of the Fourth of July recess. The bill passed 305-102 and now goes to President Trump's desk to sign into law, which he has agreed to do.

Wireless Infrastructure

On June 11, Senators John Thune (R-SD) and Brian Schatz (D-HI) reintroduced their STREAMLINE Small Cell Deployment Act (S. 1699) for the 116th Congress.

The previous version of this bill, S. 3157, died at the end of the 115th Congress in December 2018. Despite consistent arguments against from local governments nationwide, the bill sponsors reintroduced word-for-word a bill focused on limiting the actions local governments can take on small cell wireless facility siting in an effort to make deployments cheaper, faster, and more consistent across jurisdictions.

On June 27, 2019, Senator Feinstein just introduced the "Restoring Local Control Over Public Infrastructure Act," a companion bill to Rep. Anna Eshoo's H.R. 530. We have been working closely with Senator Feinstein's staff and Congresswoman Eshoo's staff to ensure the introduction of this companion bill, which makes the shared legislation more likely to pass and increases the national opposition to FCC actions that challenge local control. As a reminder, both bills are in response to a pair of recent FCC rules that revoke local authority to regulate telecommunications equipment deployment and determine how much wireless carriers would pay to use public phone and utility poles.

Original cosponsors of the Senate companion bill are Senators Kamala D. Harris (D-CA), Chuck Schumer (D-NY), Michael Bennet (D-CO), Ron Wyden (D-OR), Ben Cardin (D-MD) and Richard Blumenthal (D-CN). The bill is supported by the U.S. Conference of Mayors, National Association of Telecommunications Officers and Advisors, American Public Power Association, Communications Workers of America, National Association of Counties, League of California Cities, and American Public Works Association.

United States-Mexico-Canada Agreement

This month, House Speaker Nancy Pelosi indicated that she is interested in passing the trade accord between the U.S., Mexico, and Canada, abbreviated as USMCA. Support from the House will be crucial to final passage, though Speaker Pelosi indicates that she may request to reopen talks with Mexico and Canada to renegotiate several issues.

Department of Transportation (DOT) Grants

House Transportation & Infrastructure Committee Chairman, Peter DeFazio (D-OR), indicated this month that he is planning a hearing on DOT grants leaning towards red states. DeFazio said his committee started looking into the agency's prioritization and evaluation of grants months ago, but that recent reports created concerns about the relationship between the secretary and her husband, Senate Majority Leader Mitch McConnell. A hearing could increase attention to this issue, and may lead to an adjustment in how transportation funds are disbursed, possibly benefitting California in future grant rounds.

National Parks Backlog

This month, the House Natural Resources Committee advanced ranking member Rob Bishop's bill, H.R. 1225, that would establish a fund to address the maintenance backlog on federal lands. Only two members voted against the bill: Representatives Garret Graves (R-LA) and Liz Cheney (R-WY). Lawmakers adopted by voice vote a substitute amendment from Chairman Raúl Grijalva (R-AZ), which would make changes he said would help prioritize projects advancing long-term sustainability.

UPCOMING FUNDING ACTIVITY

TPA monitors and routinely sends grant opportunities that may be of interest to the City. In addition, we regularly communicate with City staff to identify potential needs and priority program areas. Below is a list of grant opportunities provided to the City and the current status of each upcoming grant program.

Upcoming Grant Programs	
<p>Senate Bill 2 Planning Grants: California Housing and Community Development Department (HCD) will provide financial and technical assistance to local governments to update planning documents and zoning ordinances in order to streamline housing production.</p>	<p>Status: First Come First Serve</p>
<p>Tobacco Grant Program: California Attorney General Xavier Becerra coordinates this grant program that aims to reduce the illegal sale of tobacco products, especially to minors. The multimillion-dollar grant program was established and is funded by the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 (Prop. 56).</p>	<p>Status: Applications due July 12, 2019</p>
<p>BUILD Transportation Grant: This program funds surface transportation infrastructure projects that have a significant local or regional impact. The federal share may not exceed 80% of the project.</p>	<p>Status: Applications due July 15, 2019</p>
<p>Statewide Parks Program: Funded under Proposition 68, the Statewide Park Program will fund projects that create new parks or enhance existing parks with new recreational opportunities in underserved communities.</p>	<p>Status: Application due August 5, 2019</p>
<p>Storm Water Grant Program - Multi-benefit storm water management projects which may include, but shall not be limited to, green infrastructure, rainwater and storm water capture projects and storm water treatment facilities.</p>	<p>Status: Applications open Fall 2019</p>
<p>California Trails and Greenways Investment Program: 27.7 million available for trail projects. Anticipate draft guidelines and public hearings for release in Summer 2019.</p>	<p>Status: Application deadline August 2019</p>

**City of Beaumont
2019-20 Legislative Report (6/27/2019)**

AB 11 (Chiu D) Community Redevelopment Law of 2019.

Current Text: Amended: 4/11/2019 [html](#) [pdf](#)

Status: 5/17/2019-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. on 4/25/2019) (May be acted upon Jan 2020)

Desk	Policy	2 year	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law dissolved redevelopment agencies as of February 1, 2012, and designates successor agencies to act as successor entities to the dissolved redevelopment agencies. This bill, the Community Redevelopment Law of 2019, would authorize a city or county, or two or more cities acting jointly, to propose the formation of an affordable housing and infrastructure agency by adoption of a resolution of intention that meets specified requirements, including that the resolution of intention include a passthrough provision and an override passthrough provision, as defined.

Organization **Position** **Department**
City of Beaumont Watch

AB 14 (Rivas, Luz D) Multifamily Housing Program: homeless youths: homeless families.

Current Text: Introduced: 12/3/2018 [html](#) [pdf](#)

Status: 1/17/2019-Referred to Com. on H. & C.D.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would appropriate an unspecified sum from the General Fund into the Housing Rehabilitation Loan Fund to be expended under the Multifamily Housing Program to fund housing for homeless youths and homeless families in accordance with certain requirements, including that the department prioritize loans to housing projects in disadvantaged communities, as defined, and that unspecified amounts be set aside for both certain homeless youths and certain homeless families.

Organization **Position** **Department**
City of Beaumont Watch

AB 40 (Ting D) Zero-emission vehicles: comprehensive strategy.

Current Text: Introduced: 12/3/2018 [html](#) [pdf](#)

Status: 4/26/2019-Failed Deadline pursuant to Rule 61(a)(2). (Last location was TRANS. on 1/24/2019) (May be acted upon Jan 2020)

Desk	2 year	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would, no later than January 1, 2021, require the State Air Resources Board to develop a comprehensive strategy to ensure that the sales of new motor vehicles and new light-duty trucks in the state have transitioned fully to zero-emission vehicles, as defined, by 2040, as specified.

Organization **Position** **Department**
City of Beaumont Watch

AB 53 (Jones-Sawyer D) Rental housing unlawful housing practices: applications: criminal records.

Current Text: Amended: 4/22/2019 [html](#) [pdf](#)

Status: 4/26/2019-Failed Deadline pursuant to Rule 61(a)(2). (Last location was H. & C.D. on 1/17/2019)(May be acted upon Jan 2020)

Desk	2 year	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would make it an unlawful housing practice for the owner of a rental housing accommodation to inquire about, or require an applicant for a rental housing accommodation to disclose, a criminal record during the initial application assessment phase, as defined, unless otherwise required by state or federal law. The bill would permit an owner of a rental housing accommodation, after the successful completion of the initial application assessment phase, to request a criminal background check of the applicant and consider an applicant's criminal record in deciding whether to rent or lease to the applicant.

Organization **Position** **Department**
City of Beaumont Watch

AB 68 (Ting D) Land use: accessory dwelling units.

Current Text: Amended: 6/12/2019 [html](#) [pdf](#)

Status: 6/19/2019-From committee: Do pass and re-refer to Com. on EQ. (Ayes 9. Noes 0.) (June 18). Re-referred to Com. on EQ.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Planning and Zoning Law authorizes a local agency to provide, by ordinance, for the creation of accessory dwelling units in single-family and multifamily residential zones and sets forth required ordinance standards, including, among others, lot coverage. This bill would delete the provision authorizing the imposition of standards on lot coverage and would prohibit an ordinance from imposing requirements on minimum lot size.

Organization **Position** **Department**
 City of Beaumont Watch

AB 139 (Quirk-Silva D) Emergency and Transitional Housing Act of 2019.

Current Text: Amended: 6/17/2019 [html](#) [pdf](#)

Status: 6/17/2019-From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on HOUSING.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires the housing element to contain specified information and analysis, including an assessment of housing needs and an inventory of resources and constraints relevant to the meeting of those needs, including the identification of a zone or zones where emergency shelters are allowed as a permitted use without a conditional use or other discretionary permit. Current law authorizes a local government to impose only those development and management standards that apply to residential or commercial development within the same zone, however, a local government may impose specified objective standards, including standards for off-street parking based on demonstrated need, as specified. This bill would instead authorize a local government to apply a written objective standard that provides sufficient parking to accommodate the staff working in the emergency shelter.

Organization **Position** **Department**
 City of Beaumont Watch

AB 147 (Burke D) Use taxes: collection: retailer engaged in business in this state: marketplace facilitators.

Current Text: Chaptered: 4/25/2019 [html](#) [pdf](#)

Status: 4/25/2019-Approved by the Governor. Chaptered by Secretary of State - Chapter 5, Statutes of 2019.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would specify that, on and after April 1, 2019, a retailer engaged in business in this state includes any retailer that, in the preceding calendar year or the current calendar year, has total combined sales of tangible personal property for delivery in this state by the retailer and all persons related to the retailer that exceed \$500,000. The bill would allow the California Department of Tax and Fee Administration to grant relief to certain retailers engaged in business in this state for specified interest or penalties imposed on use tax liabilities due and payable for tax reporting periods beginning April 1, 2019 and ending December 31, 2022.

Organization **Position** **Department**
 City of Beaumont Watch

AB 213 (Reyes D) Local government finance: property tax revenue allocations: vehicle license fee adjustments.

Current Text: Introduced: 1/15/2019 [html](#) [pdf](#)

Status: 6/26/2019-From committee: Do pass and re-refer to Com. on APPR. (Ayes 7. Noes 0.) (June 26). Re-referred to Com. on APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would, for the 2019-20 fiscal year, require the vehicle license fee adjustment amount to be the sum of the vehicle license fee adjustment amount in the 2018-19 fiscal year, the product of that sum and the percentage change in gross taxable assessed valuation within the jurisdiction of that entity between the 2018-19 fiscal year to the 2018-19 fiscal year, and the product of the amount of specified motor vehicle license fee revenues that the Controller allocated to the applicable city in July 2010 and 1.17.

Organization **Position** **Department**
 City of Beaumont Watch

AB 392 (Weber D) Peace officers: deadly force.

Current Text: Amended: 5/23/2019 [html](#) [pdf](#)

Status: 6/19/2019-Read second time. Ordered to third reading.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would redefine the circumstances under which a homicide by a peace officer is deemed justifiable to include when the officer reasonably believes, based on the totality of the circumstances, that deadly force is necessary to defend against an imminent threat of death or serious bodily injury to the officer or to another person, or to apprehend a fleeing person for a felony that threatened or resulted in death or serious bodily injury, if the officer reasonably believes that the person will cause death or serious bodily injury to another unless the person is immediately apprehended.

Organization **Position** **Department**
 City of Beaumont Oppose

AB 485 (Medina D) Local government: economic development subsidies.

Current Text: Amended: 6/17/2019 [html](#) [pdf](#)

Status: 6/26/2019-From committee: Do pass and re-refer to Com. on APPR. (Ayes 6. Noes 0.) (June 26). Re-referred to Com. on APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires each local agency, as defined, to provide specified information to the public before approving an economic development subsidy within its jurisdiction, and to, among other things, hold hearings and report on those subsidies, as provided. Current law defines "economic development subsidy" for these purposes to mean any expenditure of public funds or loss of revenue to a local agency in the amount of \$100,000 or more, for the purpose of stimulating economic development within the jurisdiction of a local agency, as provided. This bill, on and after January 1, 2020, would similarly require each local agency to provide specified information to the public before approving an economic development subsidy for a warehouse distribution center, as defined, and to, among things, hold hearings and report on those subsidies, as provided.

Organization **Position** **Department**
 City of Beaumont Watch

AB 510 (Cooley D) Local government records: destruction of records.

Current Text: Introduced: 2/13/2019 [html](#) [pdf](#)

Status: 5/3/2019-Failed Deadline pursuant to Rule 61(a)(3). (Last location was L. GOV. on 2/21/2019) (May be acted upon Jan 2020)

Desk	2 year	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law authorizes the head of a department of a county or city, or the head of a special district to destroy recordings of telephone and radio communications maintained by that county, city, or special district after 100 days if that person receives approval from the legislative body and the written consent of the agency attorney. This bill would exempt the head of a department of a county or city, or the head of a special district from these recording retention requirements if the county, city, or special district adopts a records retention policy governing recordings of routine video monitoring and recordings of telephone and radio communications.

Organization **Position** **Department**
 City of Beaumont Watch

AB 516 (Chiu D) Authority to remove vehicles.

Current Text: Amended: 6/18/2019 [html](#) [pdf](#)

Status: 6/25/2019-VOTE: Do pass as amended, but first amend, and re-refer to the Committee on [Public Safety] (PASS)

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law authorizes a peace officer and specified public employees, as an alternative to removal of a vehicle, to immobilize the vehicle with a device designed and manufactured for that purpose, if, among other circumstances, the vehicle is found upon a highway or public lands by the peace officer or employee and it is known to have been issued 5 or more notices of parking violations that are delinquent because the owner or person in control of the vehicle has not responded to the appropriate agency within a designated time period. This bill would delete the authority of a peace officer or public employee, as appropriate, to remove or immobilize a vehicle under those circumstances. The bill would also modify the authority to remove a vehicle parked or left standing for 72 or more consecutive hours in violation of a local ordinance by requiring the vehicle to remain parked or left standing for 10 or more business days after a notice is affixed to the vehicle specifying the date and time after which the vehicle may be removed.

Organization **Position** **Department**
 City of Beaumont Oppose

AB 694 (Irwin D) Veterans Housing and Homeless Prevention Bond Act of 2019.

Current Text: Amended: 6/6/2019 [html](#) [pdf](#)

Status: 6/26/2019-From committee: Do pass and re-refer to Com. on APPR. (Ayes 6. Noes 0.) (June 25). Re-referred to Com. on APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptured
1st House				2nd House							

Summary: Would enact the Veterans Housing and Homeless Prevention Bond Act of 2019 to authorize the issuance of bonds in an amount not to exceed \$600,000,000 to provide additional funding for the VHHPA. The bill would provide for the handling and disposition of the funds in the same manner as the 2014 bond act.

Organization Position
City of Beaumont Watch

Department

AB 747 (Levine D) Planning and zoning: general plan: safety element.

Current Text: Amended: 4/1/2019 [html](#) [pdf](#)

Status: 6/25/2019-Read second time. Ordered to Consent Calendar.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptured
1st House				2nd House							

Summary: Would, upon the next revision of a local hazard mitigation plan on or after January 1, 2020, or beginning on or before January 1, 2021, if a local jurisdiction has not adopted a local hazard mitigation plan, require the safety element to be reviewed and updated as necessary to identify evacuation routes and their capacity, safety, and viability under a range of emergency scenarios. The bill would authorize a city or county that has adopted a local hazard mitigation plan, emergency operations plan, or other document that fulfills commensurate goals and objectives to use that information in the safety element to comply with this requirement by summarizing and incorporating by reference that other plan or document in the safety element.

Organization Position
City of Beaumont Watch

Department

AB 750 (Chen R) School safety: school resource officers.

Current Text: Amended: 3/28/2019 [html](#) [pdf](#)

Status: 6/4/2019-Failed Deadline pursuant to Rule 61(a)(2). (Last location was ED. on 3/14/2019)(May be acted upon Jan 2020)

Desk	2 year	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptured
1st House				2nd House							

Summary: Would require a school district or a charter school to hire or contract with at least one school resource officer, as defined, authorized to carry a loaded firearm, to be present at each school of the school district or charter school during regular school hours and any other time when pupils are present on campus. By imposing an additional requirement on school districts and charter schools, the bill would impose a state-mandated local program.

Organization Position
City of Beaumont Watch

Department

AB 761 (Nazarian D) State armories: homeless shelters.

Current Text: Amended: 4/8/2019 [html](#) [pdf](#)

Status: 6/25/2019-Read second time. Ordered to third reading.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptured
1st House				2nd House							

Summary: Would authorize, at the sole discretion of the Adjutant General, the use of any armory deemed vacant by the Military Department throughout the year by the county or city in which the armory is located for the purpose of providing temporary shelter from hazardous weather conditions for homeless persons.

Organization Position
City of Beaumont Watch

Department

AB 847 (Grayson D) Housing: transportation-related impact fees grant program.

Current Text: Amended: 3/27/2019 [html](#) [pdf](#)

Status: 4/26/2019-Failed Deadline pursuant to Rule 61(a)(2). (Last location was H. & C.D. on 4/1/2019)(May be acted upon Jan 2020)

Desk	2 year	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptured
1st House				2nd House							

Summary: Would require the Department of Housing and Community Development , upon

appropriation by the Legislature, to establish a competitive grant program to award grants to cities and counties to offset up to 100% of any transportation-related impact fees exacted upon a qualifying housing development project, as defined, by the local jurisdiction.

Organization Position Department
 City of Beaumont Watch

AB 849 (Bonta D) Elections: city and county redistricting.

Current Text: Amended: 5/17/2019 [html](#) [pdf](#)

Status: 6/26/2019-In committee: Hearing postponed by committee.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: Current law establishes criteria and procedures pursuant to which cities and counties adjust or adopt council and supervisorial district area boundaries, as applicable, for the purpose of electing members of the governing body of each of those local jurisdictions. This bill would revise and recast these provisions. The bill would require the governing body of each local jurisdiction described above to adopt new district boundaries after each federal decennial census, except as specified.

Organization Position Department
 City of Beaumont Watch

AB 881 (Bloom D) Accessory dwelling units.

Current Text: Amended: 4/11/2019 [html](#) [pdf](#)

Status: 6/19/2019-From committee: Do pass and re-refer to Com. on GOV. & F. (Ayes 9. Noes 1.) (June 18). Re-referred to Com. on GOV. & F.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: The Planning and Zoning Law provides for the creation of accessory dwelling units by local ordinance, or, if a local agency has not adopted an ordinance, by ministerial approval, in accordance with specified standards and conditions. Current law requires the ordinance to designate areas where accessory dwelling units may be permitted and authorizes the designated areas to be based on criteria that includes, but is not limited to, the adequacy of water and sewer services and the impact of accessory dwelling units on traffic flow and public safety. This bill would instead require a local agency to designate these areas based on the adequacy of water and sewer services and the impact of accessory dwelling units on traffic flow and public safety.

Organization Position Department
 City of Beaumont Watch

AB 1096 (Melendez R) Firearms: concealed carry licenses.

Current Text: Introduced: 2/21/2019 [html](#) [pdf](#)

Status: 6/4/2019-Failed Deadline pursuant to Rule 61(a)(2). (Last location was PUB. S. on 3/7/2019) (May be acted upon Jan 2020)

Desk	2 year	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: Would require the sheriff of a county, or the chief or other head of a municipal police department, to issue a license to carry a concealed handgun or to carry a loaded and exposed handgun, as specified, if good cause exists for the issuance and the applicant is of good moral character and satisfies certain other criteria.

Organization Position Department
 City of Beaumont Watch

AB 1184 (Gloria D) Public records: writing transmitted by electronic mail: retention.

Current Text: Amended: 5/16/2019 [html](#) [pdf](#)

Status: 6/6/2019-Referred to Com. on JUD.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: Would, unless a longer retention period is required by statute or regulation, require a public agency for purposes of the California Public Records Act to retain and preserve for at least 2 years every writing containing information relating to the conduct of the public's business prepared, owned, or used by any public agency that is transmitted by electronic mail.

Organization Position Department
 City of Beaumont Oppose

AB 1266 (Rivas, Robert D) Traffic control devices: bicycles.

Current Text: Amended: 6/12/2019 [html](#) [pdf](#)

Status: 6/25/2019-Read second time. Ordered to third reading.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law authorizes the Department of Transportation or local authorities to erect official traffic control devices within or adjacent to intersections of highways under their respective jurisdictions to regulate or prohibit turning movements at those intersections. When a turn is required, existing law requires the erection of a sign giving notice of that requirement, except as specified. Current law prohibits a driver of a vehicle from disobeying the directions of a traffic control device erected pursuant to that provision. This bill would exempt from the prohibition described above operators of bicycles traveling straight through an intersection, if an official traffic control device indicates that the movement is permitted. The bill would require the Department of Transportation to develop standards to implement these provisions.

Organization Position Department
 City of Beaumont Watch

AB 1279 (Bloom D) Planning and zoning: housing development: high-resource areas.

Current Text: Introduced: 2/21/2019 [html](#) [pdf](#)
Status: 6/12/2019-Referred to Coms. on HOUSING, EQ. and GOV. & F.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would require the department to designated areas in this state as high-resource areas, as provided, by January 1, 2021, and every 5 years thereafter. The bill would authorize a city or county to appeal the designation of an area within its jurisdiction as a high-resource area during that 5-year period. In any area designated as a high-resource area, the bill would require that a housing development project be a use by right, upon the request of a developer, in any high-resource area designated pursuant be a use by right in certain parts of the high-resource area if those projects meet specified requirements, including specified affordability requirements. For certain development projects where the initial sales price or initial rent exceeds the affordable housing cost or affordable rent to households with incomes equal to or less than 100% of the area median income, the bill would require the applicant agree to pay a fee equal to 10% of the difference between the actual initial sales price or initial rent and the sales price or rent that would be affordable, as provided. The bill would require the city or county to deposit the fee into a separate fund reserved for the construction or preservation of housing with an affordable housing cost or affordable rent to households with a household income less than 50% of the area median income. This bill contains other related provisions and other existing laws.

Organization Position Department
 City of Beaumont Watch

AB 1332 (Bonta D) Sanctuary State Contracting and Investment Act.

Current Text: Amended: 4/29/2019 [html](#) [pdf](#)
Status: 5/17/2019-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/8/2019)(May be acted upon Jan 2020)

Desk	Policy	2 year	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires law enforcement agencies to report to the Department of Justice annually regarding transfers of persons to immigration authorities and requires the Attorney General to publish guidance, audit criteria, and training recommendations regarding state and local law enforcement databases, for purposes of limiting the availability of information for immigration enforcement, as specified. This bill, the Sanctuary State Contracting Act, would, among other things, require the Department of Justice, commencing on January 1, 2020, and quarterly thereafter, to publish a list on its internet website, based on specified criteria, of each person or entity that, in the opinion of the Department of Justice, is providing data broker, extreme vetting, or detention facilities support to any federal immigration agency, as specified.

Organization Position Department
 City of Beaumont Watch

AB 1484 (Grayson D) Mitigation Fee Act: housing developments.

Current Text: Amended: 4/10/2019 [html](#) [pdf](#)
Status: 5/29/2019-Referred to Com. on GOV. & F.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Mitigation Fee Act requires a local agency that establishes, increases, or imposes a fee as a condition of approval of a development project to, among other things, determine a reasonable relationship between the fee's use and the type of development project on which the fee is imposed. This bill would require each city, county, or city and county to post on its internet website the type and amount of each fee imposed on a housing development project, as defined.

Organization Position
City of Beaumont Watch

Department

AB 1486 (Ting D) Surplus land.

Current Text: Amended: 5/16/2019 [html](#) [pdf](#)

Status: 6/26/2019-VOTE: Do pass as amended, but first amend, and re-refer to the Committee on [Housing] (PASS)

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law prescribes requirements for the disposal of surplus land by a local agency. Current law defines "local agency" for these purposes as every city, county, city and county, and district, including school districts of any kind or class, empowered to acquire and hold real property. This bill would expand the definition of "local agency" to include sewer, water, utility, and local and regional park districts, joint powers authorities, successor agencies to former redevelopment agencies, housing authorities, and other political subdivisions of this state and any instrumentality thereof that is empowered to acquire and hold real property, thereby requiring these entities to comply with these requirements for the disposal of surplus land. The bill would specify that the term "district" includes all districts within the state, and that this change is declaratory of existing law.

Organization Position
City of Beaumont Watch

Department

AB 1487 (Chiu D) San Francisco Bay area: housing development: financing.

Current Text: Amended: 5/16/2019 [html](#) [pdf](#)

Status: 6/19/2019-From committee: Do pass and re-refer to Com. on GOV. & F. (Ayes 6. Noes 2.) (June 18). Re-referred to Com. on GOV. & F.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law provides for the establishment of various special districts that may support and finance housing development, including affordable housing special beneficiary districts that are authorized to promote affordable housing development with certain property tax revenues that a city or county would otherwise be entitled to receive. This bill, the San Francisco Bay Area Regional Housing Finance Act, would establish the Housing Alliance for the Bay Area (hereafter the entity) and would state that the entity's purpose is to increase affordable housing in the San Francisco Bay area, as defined, by providing for enhanced funding and technical assistance at a regional level for tenant protection, affordable housing preservation, and new affordable housing production.

Organization Position
City of Beaumont Watch

Department

AB 1636 (Bonta D) Criminal procedure: determination of probable cause.

Current Text: Amended: 4/4/2019 [html](#) [pdf](#)

Status: 6/4/2019-Failed Deadline pursuant to Rule 61(a)(8). (Last location was APPR. SUSPENSE FILE on 4/24/2019)

Desk	Policy	2 year	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would authorize a person charged by complaint with a felony to, at the time of arraignment, make a motion for a determination of probable cause on each count charged, which shall be made by the court immediately on the basis of the complaint, warrant, police reports, or other documents of similar reliability, or may be continued for not more than 3 days for good cause. The bill would require the court to dismiss any count charged for which the court does not make a finding of probable cause.

Organization Position
City of Beaumont Watch

Department

AB 1708 (Rodriguez D) Emergency response: trauma kits.

Current Text: Amended: 4/10/2019 [html](#) [pdf](#)

Status: 5/17/2019-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 4/24/2019)(May be acted upon Jan 2020)

Desk	Policy	2 year	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law exempts from civil liability any person who, in good faith and not for compensation, renders emergency medical or nonmedical care or assistance at the scene of an emergency other than an act or omission constituting gross negligence or willful or wanton misconduct. Current law exempts public or private organizations that sponsor, authorize, support, finance, or supervise the training of people, or certifies those people in emergency medical services, from liability for civil damages alleged to result from those training programs. This bill would define "trauma kit" to

mean a first aid response kit that contains specified items, including, among other things, at least 2 tourniquets.

Organization Position
City of Beaumont Watch

Department
Police
Department

AB 1713 (Burke D) Vehicles: driving under the influence.

Current Text: Introduced: 2/22/2019 [html](#) [pdf](#)

Status: 4/26/2019-Failed Deadline pursuant to Rule 61(a)(2). (Last location was PUB. S. on 3/18/2019) (May be acted upon Jan 2020)

Desk	2 year	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law prohibits a person from driving a motor vehicle when the person has 0.08 percent or more, by weight, of alcohol in their blood. This bill would instead prohibit a person from driving a motor vehicle when the person has 0.05 percent or more, by weight, of alcohol in their blood.

Organization Position
City of Beaumont Watch

Department

AB 1763 (Chiu D) Planning and zoning: density bonuses: affordable housing.

Current Text: Amended: 6/20/2019 [html](#) [pdf](#)

Status: 6/20/2019-Read second time and amended. Re-referred to Com. on GOV. & F.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would require a density bonus to be provided to a developer who agrees to construct a housing development in which 100% of the total units, exclusive of managers' units, are for lower income households, as defined. However, the bill would provide that a housing development that qualifies for a density bonus under its provisions may include up to 20% of the total units for moderate-income households, as defined. The bill would also require that a housing development that meets these criteria receive 4 incentives or concessions under the Density Bonus Law.

Organization Position
City of Beaumont Watch

Department

ACA 1 (Aguir-Curry D) Local government financing: affordable housing and public infrastructure: voter approval.

Current Text: Amended: 3/18/2019 [html](#) [pdf](#)

Status: 5/20/2019-Read second time. Ordered to third reading.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The California Constitution prohibits the ad valorem tax rate on real property from exceeding 1% of the full cash value of the property, subject to certain exceptions. This measure would create an additional exception to the 1% limit that would authorize a city, county, city and county, or special district to levy an ad valorem tax to service bonded indebtedness incurred to fund the construction, reconstruction, rehabilitation, or replacement of public infrastructure, affordable housing, or permanent supportive housing, or the acquisition or lease of real property for those purposes, if the proposition proposing that tax is approved by 55% of the voters of the city, county, or city and county, as applicable, and the proposition includes specified accountability requirements.

Organization Position
City of Beaumont Watch

Department

ACA 13 (Oberholte R) Local sales taxes: online sales.

Current Text: Introduced: 3/26/2019 [html](#) [pdf](#)

Status: 3/28/2019-Introduced measure version corrected.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would provide that, on and after January 1, 2021, for the purpose of distributing the revenues derived under a sales tax imposed pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law, the retail sale of tangible personal property by a qualified retailer, as defined, that is transacted online is instead consummated at the point of the delivery of that tangible personal property to the purchaser's address or to any other delivery address designated by the purchaser.

Organization Position
City of Beaumont Watch

Department

SB 4 (McGuire D) Housing.

Current Text: Amended: 4/10/2019 [html](#) [pdf](#)

Status: 4/26/2019-Failed Deadline pursuant to Rule 61(a)(2). (Last location was GOV. & F. on 4/2/2019) (May be acted upon Jan 2020)

Desk	2 year	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would authorize a development proponent of a neighborhood multifamily project or eligible transit-oriented development (TOD) project located on an eligible parcel to submit an application for a streamlined, ministerial approval process that is not subject to a conditional use permit. The bill would define a "neighborhood multifamily project" to mean a project to construct a multifamily unit of up to 2 residential dwelling units in a nonurban community, as defined, or up to 4 residential dwelling units in an urban community, as defined, that meets local height, setback, and lot coverage zoning requirements as they existed on July 1, 2019.

Organization Position Department
City of Beaumont

SB 6 (Beall D) Residential development: available land.

Current Text: Amended: 4/23/2019 [html](#) [pdf](#)

Status: 6/20/2019-From committee: Do pass and re-refer to Com. on A. & A.R. (Ayes 8. Noes 0.) (June 19). Re-referred to Com. on A. & A.R.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would require the Department of Housing and Community Development to furnish the Department of General Services with a list of local lands suitable and available for residential development as identified by a local government as part of the housing element of its general plan. The bill would require the Department of General Services to create a database of that information and information regarding state lands determined or declared excess and to make this database available and searchable by the public by means of a link on its internet website.

Organization Position Department
City of Beaumont Watch

SB 13 (Wieckowski D) Accessory dwelling units.

Current Text: Amended: 6/24/2019 [html](#) [pdf](#)

Status: 6/24/2019-Read second time and amended. Re-referred to Com. on L. GOV.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would authorize the creation of accessory dwelling units in areas zoned to allow single-family or multifamily dwelling residential use. The bill would also revise the requirements for an accessory dwelling unit by providing that the accessory dwelling unit may be attached to, or located within, an attached garage, storage area, or other structure, and that it does not exceed a specified amount of total floor area.

Organization Position Department
City of Beaumont Oppose

SB 18 (Skinner D) Keep Californians Housed Act.

Current Text: Amended: 5/21/2019 [html](#) [pdf](#)

Status: 6/26/2019-Read second time. Ordered to consent calendar.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires a tenant or subtenant in possession of a rental housing unit under a month-to-month lease at the time that property is sold in foreclosure to be provided 90 days' written notice to quit before the tenant or subtenant may be removed from the property. Current law also provides tenants or subtenants holding possession of a rental housing unit under a fixed-term residential lease entered into before transfer of title at the foreclosure sale the right to possession until the end of the lease term, except in specified circumstances. Current law repeals these provisions as of December 31, 2019. This bill would delete the above-described repeal date, thereby extending the operation of these provisions indefinitely.

Organization Position Department
City of Beaumont Watch

SB 45 (Allen D) Wildfire, Drought, and Flood Protection Bond Act of 2020.

Current Text: Amended: 4/4/2019 [html](#) [pdf](#)

Status: 5/1/2019-May 6 set for first hearing canceled at the request of author.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would enact the Wildfire, Drought, and Flood Protection Bond Act of 2020, which, if

approved by the voters, would authorize the issuance of bonds in the amount of \$4,300,000,000 pursuant to the State General Obligation Bond Law to finance projects to restore fire damaged areas, reduce wildfire risk, create healthy forest and watersheds, reduce climate impacts on urban areas and vulnerable populations, protect water supply and water quality, protect rivers, lakes, and streams, reduce flood risk, protect fish and wildlife from climate impacts, improve climate resilience of agricultural lands, and protect coastal lands and resources.

Organization Position
City of Beaumont Watch

Department

SB 50 (Wiener D) Planning and zoning: housing development: streamlined approval: incentives.

Current Text: Amended: 6/4/2019 [html](#) [pdf](#)

Status: 6/4/2019-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/13/2019)(May be acted upon Jan 2020)

Desk	Policy	2 year	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would authorize a development proponent of a neighborhood multifamily project located on an eligible parcel to submit an application for a streamlined, ministerial approval process that is not subject to a conditional use permit. The bill would define a "neighborhood multifamily project" to mean a project to construct a multifamily structure on vacant land, or to convert an existing structure that does not require substantial exterior alteration into a multifamily structure, consisting of up to 4 residential dwelling units and that meets local height, setback, and lot coverage zoning requirements as they existed on July 1, 2019.

Organization Position
City of Beaumont

Department

SB 127 (Wiener D) Transportation funding: active transportation: complete streets.

Current Text: Amended: 5/17/2019 [html](#) [pdf](#)

Status: 6/6/2019-Referred to Com. on TRANS.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would establish an Active Transportation Asset Branch within the Transportation Asset Management Office of the department and require the Transportation Asset Management Plan program manager to develop and meaningfully integrate performance measures into the asset management plan as specified, and to establish interim goals, objectives, and actions to meet the department's transportation mode shift goals, as specified. The bill would require the California Transportation Commission to give high priority to increasing safety for pedestrians and bicyclists and to the implementation of bicycle and pedestrian facilities.

Organization Position
City of Beaumont Watch

Department

SB 128 (Beall D) Public contracts: Best Value Construction Contracting for Counties Pilot Program.

Current Text: Amended: 6/19/2019 [html](#) [pdf](#)

Status: 6/19/2019-From committee with author's amendments. Read second time and amended. Re-referred to Com. on L. GOV.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law establishes a pilot program to allow the Counties of Alameda, Los Angeles, Riverside, San Bernardino, San Diego, San Mateo, Solano, and Yuba to select a bidder on the basis of best value, as defined, for construction projects in excess of \$1,000,000. Current law also authorizes these counties to use a best value construction contracting method to award individual annual contracts, not to exceed \$3,000,000, for repair, remodeling, or other repetitive work to be done according to unit prices, as specified. Current law establishes procedures and criteria for the selection of a best value contractor and requires that bidders verify specified information under oath. Current law repeals the pilot program provisions on January 1, 2020. This bill would authorize the County of Santa Clara to utilize this pilot program and would extend the operation of those provisions until January 1, 2025.

Organization Position
City of Beaumont Watch

Department

SB 144 (Mitchell D) Criminal fees.

Current Text: Amended: 5/21/2019 [html](#) [pdf](#)

Status: 6/25/2019-June 25 set for first hearing canceled at the request of author.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law imposes various fees contingent upon a criminal arrest, prosecution, or conviction for the cost of administering the criminal justice system, including administering probation and diversion programs, collecting restitution orders, processing arrests and citations, administering drug testing, and incarcerating inmates. This bill would repeal the authority to collect most of these fees, among others. The bill would make the unpaid balance of most court-imposed costs unenforceable and uncollectible and would require any portion of a judgment imposing those costs to be vacated.

Organization Position Department
 City of Beaumont Watch

SB 182 (Jackson D) Local government: planning and zoning: wildfires.

Current Text: Amended: 5/24/2019 [html](#) [pdf](#)

Status: 6/13/2019-Re-referred to Coms. on H. & C.D. and L. GOV. pursuant to Assembly Rule 96.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would require the safety element, upon the next revision of the housing element or the hazard mitigation plan, on or after January 1, 2020, whichever occurs first, to be reviewed and updated as necessary to include a comprehensive retrofit strategy, as specified. The bill would also require the planning agency to review and, if necessary, revise the safety element upon each revision of the housing element or local hazard mitigation plan, but not less than once every 8 years, to identify new information relating to retrofit updates applicable to the city or county that was not available during the previous revision of the safety element.

Organization Position Department
 City of Beaumont Watch

SB 200 (Monning D) Safe and Affordable Drinking Water Fund.

Current Text: Amended: 5/17/2019 [html](#) [pdf](#)

Status: 6/10/2019-Referred to Com. on E.S. & T.M.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would establish the Safe and Affordable Drinking Water Fund in the State Treasury to help water systems provide an adequate and affordable supply of safe drinking water in both the near and the long term. The bill would authorize the board to provide for the deposit into the fund of federal contributions, voluntary contributions, gifts, grants, and bequests and would provide that moneys in the fund are available, upon appropriation by the Legislature, to the board to fund grants, loans, contracts, or services to assist eligible recipients.

Organization Position Department
 City of Beaumont Watch

SB 212 (Allen D) Elections: local voting methods.

Current Text: Amended: 6/25/2019 [html](#) [pdf](#)

Status: 6/25/2019-From committee with author's amendments. Read second time and amended. Re-referred to Com. on E. & R.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Under current law, a candidate for nonpartisan office who receives votes on the majority of all ballots cast at a primary election is elected to that office, and the office does not appear on the ballot in the ensuing general election. Current law prescribes which candidates appear on the ballot in the ensuing general election if no candidate has been elected pursuant to this provision, or if the number of candidates elected at the primary election is less than the total number to be elected to that office. Under current law, these provisions do not apply to elections to fill certain enumerated offices. This bill would apply these provisions, upon approval by a jurisdiction's voters, to the nomination of officers for general law cities, counties, school districts, community college districts, and county boards of education, except as specified.

Organization Position Department
 City of Beaumont Watch

SB 230 (Caballero D) Law enforcement: use of deadly force: training: policies.

Current Text: Amended: 6/26/2019 [html](#) [pdf](#)

Status: 6/26/2019-Read second time and amended. Re-referred to Com. on APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would, by no later than January 1, 2021, require each law enforcement agency to maintain a policy that provides guidelines on the use of force, utilizing deescalation techniques and other alternatives to force when feasible, specific guidelines for the application of deadly force, and factors

for evaluating and reviewing all use of force incidents, among other things. The bill would require each agency to make their use of force policy accessible to the public. By imposing additional duties on local agencies, this bill would create a state-mandated local program.

Organization Position Department
 City of Beaumont Watch

SB 280 (Jackson D) Older adults and persons with disabilities: fall prevention.

Current Text: Amended: 6/13/2019 [html](#) [pdf](#)

Status: 6/26/2019-Coauthors revised. From committee: Do pass and re-refer to Com. on H. & C.D. (Ayes 7. Noes 0.) (June 25). Re-referred to Com. on H. & C.D.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Mello-Granlund Older Californians Act establishes the California Department of Aging, and sets forth its duties and powers, including, among other things, entering into a contract for the development of information and materials to educate Californians on the concept of "aging in place" and the benefits of home modification. Current law also establishes the Senior Housing Information and Support Center within the department for the purpose of providing information and training relating to available innovative resources and senior services, and housing options and home modification alternatives designed to support independent living or living with family. This bill would repeal those provisions relating to the department's provision of information on housing and home modifications for seniors.

Organization Position Department
 City of Beaumont Watch

SB 310 (Skinner D) Jury selection.

Current Text: Amended: 5/17/2019 [html](#) [pdf](#)

Status: 6/25/2019-From committee: Do pass and re-refer to Com. on APPR. (Ayes 7. Noes 2.) (June 25). Re-referred to Com. on APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Trial Jury Selection and Management Act requires all persons be selected for jury service at random and from sources inclusive of a representative cross section of the population of the area served by the court. This bill would add the list of state tax filers within the area served by the court as an appropriate list for the selection of jurors, and when substantially purged of duplicate names, would require this list, together with the list of registered voters and the list of licensed drivers and identification cardholders, to be considered inclusive of a representative cross section of the population for the purposes of jury selection.

Organization Position Department
 City of Beaumont Watch

SB 330 (Skinner D) Housing Crisis Act of 2019.

Current Text: Amended: 6/25/2019 [html](#) [pdf](#)

Status: 6/25/2019-Read second time and amended. Re-referred to Com. on L. GOV.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The The Housing Accountability Act requires a local agency that proposes to disapprove a housing development project that complies with applicable, objective general plan and zoning standards and criteria that were in effect at the time the application was deemed to be complete, or to approve it on the condition that it be developed at a lower density, to base its decision upon written findings supported by substantial evidence on the record that specified conditions exist, and places the burden of proof on the local agency to that effect. The act requires a court to impose a fine on a local agency under certain circumstances and requires that the fine be at least \$10,000 per housing unit in the housing development project on the date the application was deemed complete. This bill would, until January 1, 2025, specify that an application is deemed complete for these purposes if a preliminary application was submitted, as specified.

Organization Position Department
 City of Beaumont Oppose

SB 332 (Hertzberg D) Wastewater treatment: recycled water.

Current Text: Amended: 4/30/2019 [html](#) [pdf](#)

Status: 5/17/2019-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/13/2019)(May be acted upon Jan 2020)

Desk	Policy	2 year	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would declare, except in compliance with the bill's provisions, that the discharge of treated wastewater from ocean outfalls is a waste and unreasonable use of water. The bill would require each wastewater treatment facility that discharges through an ocean outfall and affiliated water suppliers to reduce the facility's annual flow as compared to the average annual wastewater discharge baseline volume, as prescribed, by at least 50% on or before January 1, 2030, and by at least 95% on or before January 1, 2040. The bill would subject the owner or operator of a wastewater treatment facility, as well as the affiliated water suppliers, to a civil penalty of \$2,000 per acre-foot of water above the required reduction in overall volume discharge for the failure to meet these deadlines.

Organization Position
City of Beaumont Watch

Department

SB 531 (Glazer D) Local agencies: retailers.

Current Text: Amended: 4/29/2019 [html](#) [pdf](#)

Status: 6/19/2019-From committee: Do pass and re-refer to Com. on REV. & TAX. (Ayes 6. Noes 2.) (June 19). Re-referred to Com. on REV. & TAX.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would prohibit, on or after January 1, 2020, a local agency from entering into any form of agreement that would result, directly or indirectly, in the payment, transfer, diversion, or rebate of Bradley-Burns local tax revenues to any retailer, as defined, in exchange for the retailer locating or continuing to maintain a place of business that serves as the place of sale, as defined, within the territorial jurisdiction of the local agency if that place of business would generate revenue, from the sale of tangible property delivered to and received by the purchaser in the territorial jurisdiction of another local agency, for the local agency under the Bradley-Burns Uniform Local Sales and Use Tax Law.

Organization Position
City of Beaumont Watch

Department

SB 532 (Portantino D) Redevelopment: City of Glendale: bond proceeds: affordable housing.

Current Text: Amended: 6/24/2019 [html](#) [pdf](#)

Status: 6/24/2019-Read second time and amended. Re-referred to Com. on L. GOV.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires remaining bond proceeds that cannot be spent pursuant to specified requirements of any successor agency that has been issued a finding of completion to be used at the earliest possible date to defease the bonds or to purchase those same outstanding bonds on the open market for cancellation. This bill, notwithstanding the requirement that the remaining bond proceeds be used to defease the bonds or to purchase those same outstanding bonds on the open market for cancellation, would authorize the successor agency in the City of Glendale to use the remaining bond proceeds for the purposes of predevelopment, development, acquisition, rehabilitation, and preservation of affordable housing, as defined, so long as those proceeds are used in a manner consistent with any original bond covenant.

Organization Position
City of Beaumont Watch

Department

SB 542 (Stern D) Workers' compensation.

Current Text: Introduced: 2/22/2019 [html](#) [pdf](#)

Status: 5/30/2019-Referred to Com. on INS.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would provide that in the case of certain state and local firefighting personnel and peace officers, the term "injury" also includes a mental health condition or mental disability that results in a diagnosis of post-traumatic stress or mental health disorder that develops or manifests itself during a period in which the firefighting member or peace officer is in the service of the department or unit. These provisions would apply to claims for benefits filed or pending on or after January 1, 2017.

Organization Position
City of Beaumont Oppose

Department
Police Department

SB 592 (Wiener D) Housing Accountability Act.

Current Text: Amended: 6/13/2019 [html](#) [pdf](#)

Status: 6/13/2019-Referred to Coms. on H. & C.D. and L. GOV. From committee with author's amendments. Read second time and amended. Re-referred to Com. on H. & C.D.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Housing Accountability Act, among other things, prohibits a local agency from disapproving or conditioning approval in a manner that renders infeasible a housing development project that complies with applicable, objective general plan, zoning, and subdivision standards and criteria in effect at the time the application for the project is deemed complete within the meaning of the Permit Streamlining Act, unless the local agency makes specified written findings based on a preponderance of the evidence in the record. This bill would provide that the act applies to any form of land use decision by a local agency, including a ministerial or use by right decision and a discretionary approval.

Organization Position Department
City of Beaumont Watch

SB 625 (Hill D) Party buses: cannabis.

Current Text: Introduced: 2/22/2019 [html](#) [pdf](#)

Status: 6/19/2019-From committee: Do pass and re-refer to Com. on TRANS. (Ayes 7. Noes 3.) (June 19). Re-referred to Com. on TRANS.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law prohibits a passenger in a motor vehicle being driven upon a highway from drinking any alcoholic beverage or smoking or ingesting any cannabis product. Current law exempts passengers in any bus, taxicab, or limousine, as specified, from this prohibition. This bill would instead exempt the ingestion of cannabis products by a passenger in bus, taxicab, or limousine only if there are no passengers under 21 years of age present and the driver is sealed off from the passenger compartment, as specified.

Organization Position Department
City of Beaumont Watch

SB 667 (Hueso D) Greenhouse gases: recycling infrastructure and facilities.

Current Text: Amended: 6/17/2019 [html](#) [pdf](#)

Status: 6/24/2019-VOTE: Do pass as amended and be re-referred to the Committee on [Appropriations] (PASS)

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would require the Department of Resources Recycling and Recovery to develop, on or before January 1, 2021, and would authorize the department to amend, a 5-year investment strategy to drive innovation and support technological development and infrastructure, in order to meet specified organic waste reduction and recycling targets, as provided. The bill would require, on or before June 1, 2021, the department, in coordination with the Treasurer and the California Pollution Control Financing Authority, to develop financial incentive mechanisms, including, among other mechanisms, loans and incentive payments, to fund and accelerate public and private capital towards organic waste diversion and recycling infrastructure.

Organization Position Department
City of Beaumont Watch

SB 725 (Rubio D) Veterans rental housing.

Current Text: Introduced: 2/22/2019 [html](#) [pdf](#)

Status: 6/18/2019-June 18 set for first hearing canceled at the request of author.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law creates the Veterans Housing and Homeless Prevention Act of 2014, to provide for the acquisition, construction, rehabilitation, and preservation of affordable multifamily supportive housing, affordable transitional housing, affordable rental housing, or related facilities for veterans and their families to allow veterans to access and maintain housing stability. This bill would require the department to establish a rental housing assistance program to provide financial assistance to veterans seeking rental housing, based on the needs of the veterans.

Organization Position Department
City of Beaumont Watch

SB 732 (Allen D) Transactions and use tax: South Coast Air Quality Management District.

Current Text: Amended: 4/30/2019 [html](#) [pdf](#)

Status: 5/17/2019-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. on 4/30/2019) (May be acted upon Jan 2020)

Desk	Policy	2 year	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law establishes the South Coast Air Quality Management District vested with the

authority to regulate air emissions from stationary sources located in the South Coast Air Basin and establishes a district board to govern the district. This bill would authorize the south coast district board to impose a transactions and use tax within the boundaries of the south coast district, as specified, with the moneys generated from the transactions and use tax to be used to supplement existing revenues being used for south coast district purposes, as specified.

Organization **Position** **Department**
 City of Beaumont Watch

SCA 1

(Allen D) Public housing projects.

Current Text: Introduced: 12/3/2018 [html](#) [pdf](#)

Status: 6/19/2019-Set for hearing July 2.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The California Constitution prohibits the development, construction, or acquisition of a low-rent housing project, as defined, in any manner by any state public body until a majority of the qualified electors of the city, town, or county in which the development, construction, or acquisition of the low-rent housing project is proposed approve the project by voting in favor at an election, as specified. This measure would repeal these provisions.

Organization **Position** **Department**
 City of Beaumont Watch

Total Measures: 59
Total Tracking Forms: 59



To: City Council
From: John O. Pinkney, City Attorney
Date: June 24 2019
Re: Status of Pending Litigation Against City of Beaumont

Pending Litigation Against the City (does not include litigation initiated by the City)

1. ***Urban Logic v. City of Beaumont et al.***, Case No. RIC 1707201 (Pre-Trial)
2. ***Elijah Scott Talley et al. v. City of Beaumont et al.***, Case No. RIC 1810937 (Pre-Trial)
3. ***Elizabeth Serrato v. City of Beaumont***, Case No. RIC 1820593 (Pre-Trial)
4. ***Angela Santa Cruz, individually and as Guardian ad litem for M.L.V., a minor v. City of Beaumont et al.***, Case No. 2:18-CV-08427 (Pre-Trial)